



Commission Meeting
Brookings City & County Government Center
520 3rd Street
Chambers, Suite 310 (3rd floor)

If you have any symptoms of COVID-19 or believe you may have been exposed, please consider watching the Commission meeting from home, broadcast live on Swiftel channel 19, ITC channel 168, or the Brookings County Youtube channel. You can also call in by dialing 605-697-8255 and entering code 6056968205 when prompted.

1. 8:30 AM Call to Order on Tuesday, July 7, 2020

2. Pledge of Allegiance

3. Invitation for a Citizen to schedule time on the Commission Agenda for an item not listed.

Anyone wanting to speak during this agenda item must sign in prior to the start of the meeting. Any requested action items must be scheduled for a future meeting date.

4. Approval of Agenda

Action: Motion to Approve, Request Comments, Voice Vote

5. Consent Agenda Items

Action: Motion to Approve, Note Consent Agenda Items, Request Comments, Roll Call

A. Approval of minutes

Documents:

[06-16-2020 Minutes.pdf](#)

B. Approval of travel requests

C. Approval of personnel action notices

Documents:

[Personnel Action Notice Report 07072020.pdf](#)

D. Approval of cellular authorizations

E. Approval of the Human Services report

Documents:

[Human Services Report.pdf](#)

6. Recognition of:

A. Appraiser Rusty Brandsrud on becoming a "Certified Appraiser Assessor."

Documents:

[Appraiser Certification - Brandsrud.pdf](#)

B. 2020 Disabled American Veterans awards

- i. Outstanding DAV Member - Michael Holzhauser
- ii. Outstanding DAV Transportation Network Driver - Calvin Tolle
- iii. Outstanding State Representative - Representative Tim Reed, District 7
- iv. Outstanding DAV and All Veterans Support and Patriotic Values for the Community - Brookings Radio
- v. Outstanding DAV Veteran Advocate - Connie Johnson
- vi. Outstanding Support by a Small Business - Best Choice Real Estate (Kari Westlund)
- vii. Outstanding Support to the DAV Transportation Network - 727th Transportation Unit of Brookings, SD

7. Routine Business

A. Approval of claims

Action: Motion to Approve, Comments, Roll Call

Documents:

[7.7.20 CLAIMS.pdf](#)

B. Department Head reports

i. BCOAC

Documents:

[BCOAC Report.pdf](#)

ii. Highway

Documents:

[Highway Report.pdf](#)

8. Scheduled Agenda Items

A. 9:00 AM - Public hearing and action to approve a Special Events License for Jay Street Pub.

Action: Motion to Approve, Open/Close Public Hearing, Comments, Roll Call

Documents:

[Alcoholic Beverage App - Jay Street Pub.pdf](#)

B. 9:05 AM - Public Hearing and action to approve a Malt Beverage & SD Farm Wine license for SVK Properties.

Action: Motion to Approve, Open/Close Public Hearing, Comments, Roll Call

Documents:

[Alcoholic Beverage License App - SVK Properties.pdf](#)

9. Regular Business

- A. Action to approve Resolution #20-42: a resolution authorizing the purchase of HVAC systems, installation and service with related products and supplies through Sourcewell.

Action: Motion to Approve, Comments, Roll Call

Documents:

[Res 20-42 HVAC Sourcewell.pdf](#)

[Johnson Controls Proposal.pdf](#)

[Johnson Controls II.pdf](#)

- B. Action to approve Resolution #20-43: a resolution forgiving juvenile liens and authorizing the Finance Office and Register of Deeds to remove them from the County's records.

Action: Motion to Approve, Comments, Roll Call

Documents:

[Res 20-43 Juvenile Lien Forgiveness.pdf](#)

[Juvenile Liens Total.pdf](#)

- C. Action to approve Resolution #20-44: a resolution placing mobile homes on the uncollectable list.

Action: Motion to Approve, Comments, Roll Call

Documents:

[Res 20-44 Mobile Home Uncollectable List.pdf](#)

- D. Action to approve Resolution #20-45: a resolution authorizing the execution of contractual documents with the State of South Dakota for the receipt of CARES Act funds to address the COVID-19 public health crisis.

Action: Motion to Approve, Comments, Roll Call

Documents:

[Res 20-45 CARES Act Funds.pdf](#)

- E. Action to approve Agreement #20-32: a State of South Dakota local government COVID recovery fund reimbursement agreement.

Action: Motion to Approve, Comments, Roll Call

Documents:

[Agr 20-32 COVID Recovery Fund.pdf](#)

- F. Action to approve Agreement #20-33: Amendment 1 to Agreement #20-20: a State of South Dakota Department of Health, Division of Family and Community Health sub-recipient agreement between Brookings County and the State of South Dakota Office of Child and Family Services.

Action: Motion to Approve, Comments, Roll Call

Documents:

[Agr 20-33 Amendment 1 Agr 20-20.pdf](#)
[Agr 20-20 Adjustments.pdf](#)

- G. Action to approve Agreement #20-34: Brookings City & County Government Center custodial contract general specifications between Brookings County, City of Brookings, and ISS Facilities Services.

Action: Motion to Approve, Comments, Roll Call

Documents:

[Agr 20-34 Custodial Contract.pdf](#)

- H. Action to approve Agreement #20-35: the first amendment to Agreement #17-27: an agreement with Election Systems & Software, LLC for election services.

Action: Motion to Approve, Comments, Roll Call

Documents:

[Agr 20-35 Election Systems, Software.pdf](#)

- I. Action to approve Agreement #20-36: an independent contractor agreement between Brookings County and Southpaw Defense, LLC.

Action: Motion to Approve, Comments, Roll Call

Documents:

[Agr 20-36 Southpaw Defense.pdf](#)

- J. Action to approve Agreement #20-37: an application for occupancy of right-of-way of county highways made by Sioux Valley Energy in Richland Township.

Action: Motion to Approve, Comments, Voice Vote

Documents:

[Agr 20-37 ROW Sioux Valley Energy.pdf](#)

- K. Action to approve Agreement #20-38: an application for occupancy of right-of-way of county highways made by Brookings Municipal Utilities in Medary Township.

Action: Motion to Approve, Comments, Voice Vote

Documents:

[Agr 20-38 ROW BMU.pdf](#)

- L. Action to approve Agreement #20-39: an application for occupancy of right-of-way of county highways made by Sioux Valley Energy in Trenton Township.

Action: Motion to Approve, Comments, Voice Vote

Documents:

[Agr 20-39 ROW Sioux Valley Energy.pdf](#)

- M. Action to approve the third and fourth quarter General Fund transfer as per budget

appropriations from General Fund 101-4-911-4290 to Emergency Management Fund 226-3-371-0000 in the amount of \$42,500.

Action: Motion to Approve, Comments, Voice Vote

Documents:

[3rd, 4th Quarter General Fund Transfer.pdf](#)

- N. Action to approve the renewal of a retail on-off sale malt beverage and SD farm wine license for Smokin's Pub N Grub.

Action: Motion to Approve, Comments, Voice Vote

Documents:

[Alcoholic Beverage License App - Smokins Pub N Grub.pdf](#)

- O. Action to declare buttresses as surplus property to be transferred to Deuel County.

Action: Motion to Approve, Comments, Voice Vote

Documents:

[Surplus - Buttresses.pdf](#)

- P. Action to approve a fireworks display at Lake Poinsett on Saturday, August 22, 2020 at dusk.

Action: Motion to Approve, Comments, Voice Vote

Documents:

[Fireworks Request.pdf](#)

- Q. Action to appoint a County Delegate and approve the voting credentials for the NACo Virtual Annual Business Meeting on July 20, 2020. If someone knows they will attend this meeting, the Board can appoint them as the County's delegate. Otherwise the Board can authorize our State Association to receive our ballot.

Action: Motion to Approve, Comments, Voice Vote

Documents:

[NACo Voting Credentials.pdf](#)

10. Commission Department Director's Report

Documents:

[Commission Dept Report.pdf](#)
[2020 Federal Bridge Replacement Projects.pdf](#)
[Brookings Chamber Membership Benefit Levels.pdf](#)
[SDACC Elections.pdf](#)
[Rolling Thunder Bench Dedication.pdf](#)
[DOT STIP Program.pdf](#)
[Substance Abuse and Mental Illness Conference.pdf](#)

11. States Attorney's Office Report

12. Commissioner Reports and Discussion Items

- A. Correspondence received

13. Executive Session - in accordance with SDCL §1-25-2(1)(4): personnel and contract negotiations.

Action: Motion to Enter Into Executive Session, Voice Vote

Action: Motion to Come Out of Executive Session, Voice Vote

14. Adjournment

Action: Motion to Approve, Voice Vote

15. 1:00 PM - Budget Work Session, Community Room (Rm 300)

16. Public Notices

- *July 3, Friday: County offices will be closed in honor of the Independence Day holiday.*
- *July 4, Saturday: Dedication ceremony for POW/MIA bench at the courthouse at 10:00 a.m.*
- *July 7, Tuesday: Budget Hearings at the Brookings City & County Government Center, Community Room (300)*
- *July 9, Thursday: Jail Expansion bid opening, 2:00 PM in Suite 210 of the Brookings City & County Government Center.*
- *July 20-24: Safety Week.*
 - *Safety Picnic: Thursday, July 23, 11:00 AM - 2:00 PM at the BCOAC.*

NOTE: Individuals needing assistance, pursuant to the Americans with Disabilities Act, should contact Brookings County (605-696-8205) 48 hours in advance of the meeting to make necessary arrangements. The County of Brookings is responsive to requests for communication aids and the need to provide appropriate access and will provide alternative formats and accessible locations consistent with the Americans with Disabilities Act.

BROOKINGS COUNTY COMMISSION MEETING

TUESDAY, JUNE 16, 2020

The Brookings County Board of County Commissioners met in regular session on Tuesday, June 16, 2020 with the following members present: Michael Bartley, Larry Jensen, Lee Ann Pierce, Angela Boersma and Ryan Krogman.

CALL TO ORDER

Chairperson Bartley called the meeting to order at 8:30 a.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF AGENDA

Motion by Jensen, seconded by Pierce to approve the agenda for the June 16, 2020 Commission Meeting as amended. All members voted "aye." Motion carried.

Be it noted, SDCL 1-25-2(1), personnel was added to the Executive Session.

CONSENT AGENDA

Motion by Boersma, seconded by Jensen to approve the consent agenda. Roll call vote: Pierce "aye," Boersma "aye," Krogman "aye," Jensen "aye," Bartley "aye." Motion carried. The consent agenda consisted of the minutes from the June 4, 2020 Commission Meeting.

Travel Requests: Robert Hill to attend MGT 381: Business Continuity Planning on July 15th in Pierre.

Personnel Action Notices: voluntary resignation- Daniel Fraser, effective February 24, 2020; annual review- James Gay to \$18.70, effective May 1, 2020; annual review- Margaret Harkness to \$19.08, effective May 1, 2020; annual review- Chris Heismeyer to \$18.70, effective May 1, 2020; annual review- Connor Thompson to \$18.70, effective May 1, 2020; termination- William Hazzard II, effective May 29, 2020; new hire- Full-time Finance Assistant Christine Kreutner at \$17.06, effective June 1, 2020; annual review- Chris Mulhair to \$22.64, effective June 1, 2020; annual review- Tiffany Sylvers to \$19.46, effective June 1, 2020; voluntary resignation- Holly Peterson, effective June 5, 2020; job title change- Full-time Highway Shop Foreman David Publitz at \$22.78, effective June 8, 2020; annual review- Carlee Fletcher to \$16.19, effective July 1, 2020; annual review- Abigail Jensen to \$18.70, effective July 1, 2020.

Human Services Report: case #20-054 for utilities was approved.

ROUTINE BUSINESS

Approval of Claims

Motion by Krogman, seconded by Boersma to approve the following claims. Roll call vote: Boersma "aye," Krogman "aye," Jensen "aye," Pierce "aye," Bartley "aye." Motion carried.

A&B Business Inc, Copier Contract, \$300.53; Action Target, Invoice 0449554/0450492, \$89.20; Alphamedia Usa LLC, Sales Blitz Package, \$420.00; American Stamp & Marking, Stamps, \$98.80; Anthony Teesdale, Court Appointed Attorney, \$1,338.00; Aurora Auto Body & Glass, Patrol Vehicle Fuel, \$469.76; Avera Mckennan Hospital, Mental Health Holds, \$2,142.00; Avera Sacred Heart Hosp, Mental Health Hold, \$714.00; B&B Auto Service, 2017 Ford F350 Parts, \$3,387.00; B&H Contractors Of South, Asphalt, \$2,892.60; Banner Associates, Design Services, \$10,663.60; Bob Barker Company, Pants, \$39.70; Bowes Construction, Asphalt/Patching, \$22,024.91; Boyer Trucks, Parts, \$228.40; Bratland Law, Court Appointed Attorney, \$462.40; Brookings Area Ctc, Jail CPR Cert Cards, \$252.00; Brookings City Utilities, Water For Truck Shed, Irrigation, Utilities-Swiftel Upgrade, Courthouse/1921/Comm Health, \$7,148.06; Brookings County Finance, Delinquent Taxes, \$467.15; Brookings Domestic Abuse, Revenues Jan-May, \$1,071.33; Brookings Health System, May Blood Alcohol Testing/Blood Sample Withdrawal, \$464.62; Brookings Register, Publications, \$2,163.96; Brookings-Deuel Rws, Water In Bruce Shop, \$23.40; Buhls Of Brookings Cleaning, Supplies/Rugs, \$149.20; Butler Machinery Co, Cutting Edge, \$3,732.48; C&R Supply Inc, Ford Replacement Parts, \$40.91; Carquest Auto, Parts And Key, \$726.57; Century Business Products, Copier Contract, \$1,029.32; CHS, Diesel, \$19,918.81; Cintas Corporation, Parts/Materials, \$126.66; City Of Aurora, COP Utilities, \$588.68; City Of Brookings, Unclaimed Pet Fees, \$60.00; City Of Brookings Landfill, Emergency Management, \$78.33; City Of White, White Utilities, \$84.25; Clean Slate, Letterhead, \$96.00; Compass Counseling & AS, Psychosexual Assessment, \$1,800.00; Concrete Materials Inc, Pea Rock, \$10,530.48; Convergint Technologies, Safe Annual Maintenance, \$245.94; Cook's Wastepaper & Rec, Standard/Cardboard/Commercial Fees/June Courthouse, \$680.86; Courtesy Plumbing Inc, Repairs, \$150.00; Darcy Lockwood, MI Hearing J.K., \$6.00; Den-Wil Inc, Community Health Rent, \$960.00; Dept Of Legislative Aud, Final Bill For Audit 2018, \$4,647.50; Department Of Revenue, \$530,556.15; Diamond Mowers Inc, Mower Blades/Repair Parts, \$3,612.82; Einspahr Auto Plaza, Socket, \$32.06; Empire Investments LLC, Tax Certificates, \$11,608.28; First Bank & Trust, May Gas, \$2,707.99; Fishback Ins Agency, Notary Renewal -Vicki Buseth, \$50.00; Foerster Distributing, Janitor Supplies, Tissue Supplies, Towels/Kleenex, \$426.50; Hill, Robert, Reimbursements, \$160.01; Hillyard/Sioux Falls, Gloves, \$104.70; Hometown Service & Tire, 2004 Suburban Battery, \$113.59; Hungerford Chiropractic, Instant Drug Test, \$60.00; Hy-Vee Food Store, Clorox Wipes, \$27.97; Indeed Inc, Job Postings, \$315.96; Info Cubic LLC, Background Checks, \$253.40; Interstate Telecom. Co, Phones/Domain/Advertising, \$357.32; Jackrabbit Sports Prope, Sponsorship, \$1,000.00; Jennifer Goldammer, Court Appointed Attorney, \$3,584.95; Katterhagen, Mark, MI Hearing J.K., \$6.00; Kimball Midwest, Repairs/Parts, \$530.03; Kingbrook Rural Water, Sinai Water, \$37.20; L. G. Everist, Inc, Quartzite, \$4,180.58; Lewis Drug Store, May Bills, \$406.98; Lewno, Lucy, MI Hearing J.K., \$136.50; Locators & Supplies, Safety Shirts, \$38.89; Lyle Signs Inc, Street Signs, \$178.79; M&M Service, Patrol Vehicle Repairs, \$74.13; Maci Law, Mileage For Election Day, \$21.84; Mckeever's Vending, Inmate Commisary, \$383.60; Mediacom LLC, Law Library Internet Serv-June, \$136.90; Midwest Glass, Jail Vehicle Repairs, \$90.00; Minnehaha County Jdc, Jdc Costs, \$1,421.40; National Safety Council, Membership Renewal, \$650.00; Newegg Business Inc, Scanners/Hp Laserjet, \$5,024.80; Northwestern Energy, Natural Gas Usage/Truck Shop/Highway Shop/Gas Service/Heat For Truck Shed, \$701.41; Office Peeps Inc, Toner For Vital Printer/Batteries/Bus. Cards/Supplies/Sneeze Guards/Toner, \$3,471.07; Patricia J Hartsel, Transcriptions, \$272.60; Pitney Bowes, Printer Rental, \$303.18; Prochem Dynamics LLC, Sanitizer/Hoover Filtration, \$850.79; Prussman Contracting Co, Culvert Replacement, \$3,791.85; Quadiant Leasing Usa, Postage Machine Ink, \$139.73; Qualified Presort Servi, 5/1-5/29, \$77.93; Razors Edge Grounds Kee,

Mowing/Landscape Maint, \$850.00; Rc First Aid, First Aid Kit Refills, \$103.00; Rdo Equipment Co, Motor Grader, \$340.00; Reed T Mahlke, Court Appointed Attorney, \$2,230.90; RFD Newspapers Inc, Publications, \$9,386.89; Riverside Hydraulics In, Hydraulics, \$3,668.38; Rounds Construction, Base Course, \$5,575.17; Running's Supply Inc, Fencing Mat/Tape/Tools, \$1,204.13; Running's Supply Inc, Supplies/Sprayer Parts/Rugs For Vote Area, \$272.51; Sanford Health, Invoice#308162281, \$647.00; Satellite Tracking Of P, Blutag, \$1,582.75; Schaffer Law Office, Pr, Professional Services 5/7-5/29, \$2,940.00; Schneider Geospatial Ll, Quarterly Billing Thru 9/30/20, \$2,910.00; SD Attorney General's Office, 24/7 Sobriety Program, \$4,149.00; SD Dept Of Transportation, Inspections, \$21,870.17; SD Police Chiefs' Assoc, Deputy Testing, \$315.00; SDACC, 2nd Quarter Clerp Payment, \$14,111.00; SDACO, Relief Fund, \$1,206.00; Secretary Of State, Notary Renewal-Vicki Buseth, \$30.00; Sioux Falls Crane & Hoi, Inspection Of Overhead Crane, \$355.00; Sioux Valley Energy, Electric, \$269.00; Special Days Committee, Elkton Fireworks Display Donat, \$500.00; Sterzinger Construction, Crushed Gravel, \$130,000.00; Steven Ust, Inspections, \$1,000.00; Sturdevant's Auto Parts, Hub Cap/Car Kit/Tire Repair Kit/Wipers/Degreaser/Gas Can Spout, \$396.30; Swiftel Directory, Telephone & Internet Service/Fire Alarm/Elev Phone/Emg Mgmt, \$3,205.48; Terry D Wiczorek Pc, Court Appointed Attorney, \$802.86; Thomas Chester, Boot Reimbursement, \$100.00; Thomson Reuters - West, Inv#842412579 May 1-31, \$360.50; Tim Hogan, Court Appointed Attorney, \$1,289.20; Titan Machinery, Hydraulic Tube/Blade Scraper, \$523.97; Town & Country Shopper, Ads For Taxes/Mv/Voting, \$400.00; Trane Us Inc, Filters And Parts, \$607.61; Truenorth Steel, Culverts, \$40,038.90; Uncle Sam Jam, Uncle Sam Jam Sponsorship, \$1,500.00; Vander Haag's Inc, Rear Differential, \$1,945.00; Verizon Wireless, Verizon Wireless Apr 8-May 7, \$40.01; Walburg, Duane, Animal Control Mileage, \$71.82; Walmart Community, Mechanic Box/Office Supplies, \$59.70; Wheelco Truck & Trailer, Lube/Toggle Switch/Repair Part, \$475.30; Yankton County Sheriff, Service Of Process J.K./D.M., \$100.00; Primary Election Workers: Ahartz, Kenneth, \$126.50; Cherie Anderson, \$74.00; Delana Bovero, \$74.00; Brotsky, Eleda, \$74.00; Clark, Tanya, \$278.75; Dusharm, Carol, \$214.00; Julie Erickson, \$214.00; Even, Anna, \$264.25; Foerster, Marilyn, \$238.50; Foster, Dianne, \$242.50; Hannah Hanson, \$203.00; Hanson, Kathy, \$83.00; Herrboldt, Ellen, \$264.25; Barbara Hillestad, \$235.00; Ishol, Dorothy, \$214.00; Georgianna Jensen, \$256.00; Kampmann, Linda, \$242.00; Knutson, Doris, \$74.00; Knutzen, Sue, \$264.25; Kruse, Nelva, \$249.00; Dawne Lamp, \$74.00; Kali Lamp, \$74.00; Linn, Norma, \$228.00; Barbara Meyer, \$214.00; Charlotte Mickelson, \$235.00; Miller, Stephne, \$74.00; Myers, Vikkie, \$242.00; Irene Pierce, \$74.00; Pike, Gloria, \$242.00; Reppe, Adelpha, \$214.00; Sapp, Ruth, \$52.50; Connie Seward, \$81.00; Kim Steffensen, \$214.00; Stuefen, Lois, \$256.00; Austin Taylor, \$74.00; Thaden, Ronald, \$242.50; Nancy Thompson, \$221.00; Tolrud, Deanna, \$249.00; Jamie Tucker, \$74.00; Vaughn, Betty, \$74.00; Vrchota, Kathleen A, \$81.00; Kathy Waddell, \$221.00; Wiskur, Devona, \$221.00; Witchey, Greg, \$35.00.

Department Head Reports

Highway Superintendent Brian Gustad said work continues on the bridges on County Road 77. Gustad said they began milling on County Road 6 and will pave it tomorrow.

Gustad thanked the Weed Department for stepping in to help the Highway Department.

Pierce asked Gustad if the completion date for the river bridges will still be August 15th.

Gustad said it will be really close, but because the river was so high for so long they were not able to work everyday.

Finance Officer Vicki Buseth said her office continues to stay busy.

Finance Officer's Report

Finance Officer Vicki Busth presented to the Finance Officer's Report for May 2020.

May 2020

Total amount of deposits in banks.....\$33,186,029.55
Total amount of actual cash: Currency.....\$1,871.00
Coins.....\$0.71
Total amount of checks/drafts in Treasurer's possession not exceeding 3 days...\$648,447.46
Itemized list of all other items.....\$16,703.34
TOTAL.....\$33,853,052.06

Commission/HR: \$31,460.74; Elections: \$5,404.73; Finance Office: \$30,030.39; States Attorney: \$42,824.82; Equalization: \$29,414.36; Register of Deeds: \$13,682.79; Veterans/Welfare: \$9,890.98; Sheriff's Office: \$150,012.02; Coroner: \$639.33; Community Health: \$5,536.41; Extension: \$4,092.69; Weed: \$10,817.84; Planning/Zoning: \$9,401.29; Highway: \$77,244.98; Emergency Management: \$6,104.22; BCOAC: \$10,255.95; Technology: \$10,678.86.

AFLAC: \$4,028.24; Avesis: \$1,348.57; Office of Child Support: \$2,762.00; Delta Dental: \$5,816.88; Flex One: \$1,942.96; Principal Life Insurance: \$1,736.06; Local Teamsters: \$1,108.00; SDRS: \$68,972.12; SDRS Supplemental: \$1,825.00; EFTPS: \$137,838.64; Wellmark: \$98,018.66; SDRS Special Pay Plan Fee: \$45.00; SDRS Special Pay Plan: \$22,520.87.

Be it noted, the expenditure adjustments for the month of May 2020 were presented to the board. \$2,160.32 was transferred to allocate highway department expenditures to other county departments for work performed and supplies furnished by the highway department.

Be it noted, the Register of Deeds Statement of Fees collected for the month of May 2020 in the amount of \$34,774.00 was presented to the board.

Weed & Pest Supervisor Misty Moser said they've only been able to spray four days out of the past ten days because of the wind.

Sheriff Marty Stanwick said anyone that goes back into the jail has to wear a mask. Stanwick said visitation is still not open.

Stanwick discussed his Use of Force Policy. He said they will be reviewing it again to see if they need to add anything to it. Jensen asked if there is any special equipment needed to arm the deputies to be able to deal with people. Stanwick said they will need to look at riot type of equipment. He said he will discuss that more in detail during the budget hearings.

County Development Director Robert Hill said he came into the office one evening at the request of the 911 Center as a series of severe storms came up.

Hill said he participated in a COVID-19 conference call. He said a Health and Safety Task Force has been formed and they plan to meet on Wednesdays after the regularly scheduled Wednesday Community COVID-19 meeting.

Hill said a Flood Plain Administrator meeting was held as part of the 20th Street South interchange project. He said there are plans to put in a 50 foot box culvert on the east side of the proposed I-29 Interchange. Hill suggested that the board keep an eye on that.

Hill said he attended the PPCC/POD Meeting. He said a new chairperson was selected.

Pierce asked Hill to update everyone on the census. Hill said they are looking to hire people and to start up again in August. Pierce suggested they brainstorm ideas on how to get a better response rate.

SCHEDULED AGENDA ITEM

Aurora Events Committee Chairman Pat Tingle asked the board for permission to block off Broadway Avenue for Gala Days. He said he has spoken to Ag First, Valero and Novita about the detour route for that particular day.

Motion by Jensen, seconded by Krogman to approve the request to shut down a portion of Broadway Avenue in Aurora for Gala Days, August 1, 2020 at 6:00 a.m. to August 2, 2020 at 3:00 a.m.

All members voted “aye.” Motion carried.

SCHEDULED AGENDA ITEM

Preston Township Supervisor Barry Loomis was present to request funding for a portion of a township road affected by the Big Sioux River. Loomis said the road/intersection being discussed is near the Brookings County/Hamlin County line at 465th Avenue and 196th Street. Loomis said the river bank two years ago was 25 feet away and now it’s within 10 feet of the road. He said if they don’t do something soon that road will have to be rebuilt instead of just trying to project it.

Loomis said the township has taken advantage of the culvert grant program the county offers, but said this project is above and beyond what the township can handle financially. Loomis said they do have aggregate in the township from several different farmers and asked the board if they have a program set up to assist them with the cost of contractors to shore up those areas or use some of the leftover money from the culvert grant program to help assist with these types of projects.

Loomis said he didn’t receive any bids for it. He first reached out to Highway Superintendent Brian Gustad. Jensen asked Loomis if FEMA looked at this area. Loomis said no, they wouldn’t have been able to.

Gustad said he has looked at the area and has been monitoring it. He said the decision to make is whether they do something now or do something later. Bartley asked what “later” looked like. Gustad said it could be relocating the entire road. Bartley asked what they would be allowed to do with this situation. Gustad said to protect public infrastructures, county’s can act in an emergency. He said you can put in riprap to protect it.

Boersma said it’s important to look at this as a protection of the infrastructure and as they go into budgets for next year they should be considering looking at what the townships’ needs are.

Bartley suggested that Loomis go back and get cost estimates for the board and they will consider it.

Department Head Reports Continued

Veterans & Human Services Director Michael Holzhauser said the commissioner had approved the installation of a bench on the courthouse lawn which will be put in soon. Holzhauser said they've been busy assisting veterans. He said the welfare side of things have been slower.

BCOAC Director Dustin Huber discussed BCOAC attendance numbers with the board. Huber said Ban-Koe is putting an output transmitter in the fire alarm so Safe-N-Secure can monitor the facility.

REGULAR BUSINESS

Motion by Boersma, seconded by Krogman to approve and authorize Chairperson Bartley to sign Resolution #20-34: a resolution establishing a discretionary formula for reduced taxation of new commercial residential structures and additions in the County of Brookings, South Dakota and amending Resolution #95-16. Background information was provided by Commission Department Director Stacy Steffensen.

Roll call vote: Krogman "aye," Jensen "aye," Pierce "aye," Boersma "aye," Bartley "aye."
Motion carried.

RESOLUTION #20-34

A RESOLUTION ESTABLISHING A DISCRETIONARY FORMULA FOR REDUCED TAXATION OF NEW COMMERCIAL RESIDENTIAL STRUCTURES AND ADDITIONS IN THE COUNTY OF BROOKINGS, SOUTH DAKOTA AND AMENDING RESOLUTION #95-16

BE IT RESOLVED that pursuant to SDCL 10-6-35.2 (5), the County of Brookings, South Dakota, hereby establishes the following discretionary formula for reduced taxation of new commercial residential structures and additions:

- 1) For five (5) years following construction, all new commercial residential structures, or additions to existing structures, which have a true and full value of thirty (30) thousand dollars or more, added to real property shall be assessed as follows:
 - a. First year following construction, 25% of true and full value;
 - b. Second year following construction, 50% of true and full value;
 - c. Third year following construction, 75% of true and full value;
 - d. Fourth year following construction, 100% of true and full value;
 - e. Fifth year following construction, 100% of true and full value.
- 2) Any structure that is partially constructed on the assessment date shall be assessed using the same percentage as used for completed construction as set forth in this resolution.
- 3) All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Approved this 16th day of June, 2020

Michael Bartley
Chairperson

Attest:

Vicki Buseth
Finance Officer

Motion by Pierce, seconded by Boersma to approve and authorize Chairperson Bartley to sign Resolution #20-35: a resolution establishing a discretionary formula for reduced taxation of new industrial structures and additions in the County of Brookings, South Dakota and amending Resolution #96-52.

Roll call vote: Jensen "aye," Pierce "aye," Boersma "aye," Krogman "aye," Bartley "aye."
Motion carried.

RESOLUTION #20-35

**A RESOLUTION ESTABLISHING A DISCRETIONARY FORMULA FOR
REDUCED TAXATION OF NEW INDUSTRIAL STRUCTURES AND ADDITIONS
IN THE COUNTY OF BROOKINGS, SOUTH DAKOTA AND AMENDING
RESOLUTION #96-52**

BE IT RESOLVED that pursuant to SDCL 10-6-35.2 (2), the County of Brookings, South Dakota, hereby establishes the following discretionary formula for reduced taxation of new industrial structures and additions:

- 1) For five (5) years following construction, all new industrial structures, or additions to existing structures, which have a true and full value of thirty (30) thousand dollars or more, added to real property shall be assessed as follows:
 - a. First year following construction, 20% of true and full value;
 - b. Second year following construction, 40% of true and full value;
 - c. Third year following construction, 60% of true and full value;
 - d. Fourth year following construction, 80% of true and full value;
 - e. Fifth year following construction, 100% of true and full value.
- 2) Any structure that is partially constructed on the assessment date shall be assessed using the same percentage as used for completed construction as set forth in this resolution.
- 3) All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Approved this 16th day of June, 2020

Michael Bartley
Chairperson

Attest:

Vicki Buseth
Finance Officer

Motion by Krogman, seconded by Jensen to approve and authorize Chairperson Bartley to sign Resolution #20-36: a resolution establishing a discretionary formula for reduced taxation of new nonresidential agricultural structures and additions in the County of Brookings, South Dakota and amending Resolution #96-53.

Roll call vote: Pierce "aye," Boersma "aye," Krogman "aye," Jensen "aye," Bartley "aye."
Motion carried.

RESOLUTION #20-36

**A RESOLUTION ESTABLISHING A DISCRETIONARY FORMULA FOR
REDUCED TAXATION OF NEW NONRESIDENTIAL AGRICULTURAL STRUCTURES
AND ADDITIONS IN THE COUNTY OF BROOKINGS, SOUTH DAKOTA AND
AMENDING RESOLUTION #96-53**

BE IT RESOLVED that pursuant to SDCL 10-6-35.2 (3), the County of Brookings, South Dakota, hereby establishes the following discretionary formula for reduced taxation of new nonresidential agricultural structures and additions:

- 1) For five (5) years following construction, all new nonresidential agricultural structures, or additions to existing structures, which have a true and full value of ten (10) thousand dollars or more, added to real property shall be assessed as follows:
 - a. First year following construction, 20% of true and full value;
 - f. Second year following construction, 40% of true and full value;
 - g. Third year following construction, 60% of true and full value;
 - h. Fourth year following construction, 80% of true and full value;
 - i. Fifth year following construction, 100% of true and full value.
- 2) Any structure that is partially constructed on the assessment date shall be assessed using the same percentage as used for completed construction as set forth in this resolution.
- 3) All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Approved this 16th day of June, 2020

Michael Bartley
Chairperson

Attest:

Vicki Buseth
Finance Officer

Motion by Boersma, seconded by Krogman to approve and authorize Chairperson Bartley to sign Resolution #20-37: a resolution establishing a discretionary formula for reduced taxation of new commercial structures and additions in the County of Brookings, South Dakota and amending Resolution #00-48.

Roll call vote: Boersma “aye,” Krogman “aye,” Jensen “aye,” Pierce “aye,” Bartley “aye.”
Motion carried.

RESOLUTION #20-37
A RESOLUTION ESTABLISHING A DISCRETIONARY FORMULA FOR
REDUCED TAXATION OF NEW COMMERCIAL STRUCTURES
AND ADDITIONS IN THE COUNTY OF BROOKINGS, SOUTH DAKOTA AND
AMENDING RESOLUTION #00-48

BE IT RESOLVED that pursuant to SDCL 10-6-35.2 (4), the County of Brookings, South Dakota, hereby establishes the following discretionary formula for reduced taxation of new commercial structures and additions, except commercial residential structures:

- 1) For five (5) years following construction, all new nonresidential agricultural structures, or additions to existing structures, which have a true and full value of thirty (30) thousand dollars or more, added to real property shall be assessed as follows:
 - a. First year following construction, 20% of true and full value;
 - b. Second year following construction, 40% of true and full value;
 - c. Third year following construction, 60% of true and full value;
 - d. Fourth year following construction, 80% of true and full value;
 - e. Fifth year following construction, 100% of true and full value.

2) All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Approved this 16th day of June, 2020

Michael Bartley
Chairperson

Attest:

Vicki Buseth
Finance Officer

Motion by Pierce, seconded by Krogman to approve for recording purposes and authorize Chairperson Bartley to sign Resolution #20-38: a plat of Block 1, Elenkiwich Addition in the Northeast ¼ of Section 10, T110N, R50W of the 5th P.M., Brookings County, South Dakota.

Background information was provided by County Development Director Robert Hill.

Roll call vote: Krogman “aye,” Jensen “aye,” Pierce “aye,” Boersma “aye,” Bartley “aye.”

Motion carried.

Motion by Jensen, seconded by Krogman to approve for recording purposes and authorize Chairperson Bartley to sign Resolution #20-39: a plat of Block 1, Ommen Second Addition in Government Lot 8 and 9 in the Northeast ¼ of Section 12, T112N, R48W of the 5th P.M., Brookings County, South Dakota.

Roll call vote: Jensen “aye,” Pierce “aye,” Boersma “aye,” Krogman “aye,” Bartley “aye.”

Motion carried.

Motion by Pierce, seconded by Jensen to approve for recording purposes and authorize Chairperson Bartley to sign Resolution #20-40: a plat of Block 1, Intermill-Misar Addition in the Southeast ¼ of Section 12, T110N, R51W of the 5th P.M., Brookings County, South Dakota and Block 2, Intermill-Misar Addition in the Northeast ¼ of Section 13, T110N, R51W of the 5th P.M., Brookings County, South Dakota.

Roll call vote: Pierce “aye,” Boersma “aye,” Krogman “aye,” Jensen “aye,” Bartley “aye.”

Motion carried.

Motion by Boersma, seconded by Krogman to approve for recording purposes and authorize Chairperson Bartley to sign Resolution #20-41: a plat of Block 1, Jensen Addition in the Northeast ¼ of the Northwest ¼ of Section 32, T110N, R48W of the 5th P.M., Brookings County, South Dakota.

Roll call vote: Boersma “aye,” Krogman “aye,” Jensen “aye,” Pierce “aye,” Bartley “aye.”

Motion carried.

Motion by Pierce, seconded by Boersma to approve Abatement #20-30: an application for abatement made by Broadacre Mobile Homes for parcel #40999-00001-020-00 in the amount of \$21.79. Background information was provided by Finance Officer Vicki Buseth.

Roll call vote: Krogman “aye,” Jensen “aye,” Pierce “aye,” Boersma “aye,” Bartley “aye.”

Motion carried.

Motion by Pierce, seconded by Boersma to approve and authorize Chairperson Bartley to sign Agreement #20-26: a letter of contract for engineering and environmental services - feasibility memo between Brookings County and Banner Associates, Inc. for an amount not to exceed \$40,000.

Roll call vote: Jensen “aye,” Pierce “aye,” Boersma “aye,” Krogman “aye,” Bartley “aye.”
Motion carried.

Motion by Jensen, seconded by Boersma to approve and authorize Chairperson Bartley to sign Agreement #20-27: an agreement between Brookings County and TopKote Inc. for the 2020 Brookings County chip seal project.

Background information was provided by Highway Superintendent Brian Gustad.

Roll call vote: Pierce “aye,” Boersma “aye,” Krogman “aye,” Jensen “aye,” Bartley “aye.”
Motion carried.

Motion by Boersma, seconded by Jensen to approve and authorize Chairperson Bartley to sign Agreement #20-28: an application for occupancy of right-of-way of county highways made by Double D Gravel in Elkton Township.

Background information was provided by Highway Superintendent Brian Gustad.

Roll call vote: Boersma “aye,” Krogman “aye,” Jensen “aye,” Pierce “aye,” Bartley “aye.”
Motion carried.

Motion by Boersma, seconded by Jensen to approve and authorize Chairperson Bartley to sign Agreement #20-29: an application for occupancy of right-of-way of county highways made by Marvin O. Rentsch in Oakwood Township.

Background information was provided by Highway Superintendent Brian Gustad.

Roll call vote: Krogman “aye,” Jensen “aye,” Pierce “aye,” Boersma “aye,” Bartley “aye.”
Motion carried.

Motion by Pierce, seconded by Jensen to approve and authorize Chairperson Bartley to sign Agreement #20-30: an application for occupancy of right-of-way of county highways made by Sioux Valley Energy in Richland Township.

All members voted “aye.” Motion carried.

Motion by Krogman, seconded by Boersma to approve and authorize Chairperson Bartley to sign Agreement #20-31: an application for occupancy of right-of-way of county highways made by Victor Construction in Lake Hendricks Township.

All members voted “aye.” Motion carried.

Motion by Pierce, seconded by Boersma to approve a culvert grant application made by Oak Lake Township in the amount of \$5,127.00. Background information was provided by Commission Department Director Stacy Steffensen.

Roll call vote: Jensen “aye,” Pierce “aye,” Boersma “aye,” Krogman “aye,” Bartley “aye.”
Motion carried.

Motion by Krogman, seconded by Jensen to approve a culvert grant application made by Volga Township in the amount of \$5,408.13. Background information was provided by Commission Department Director Stacy Steffensen.

Roll call vote: Pierce “aye,” Boersma “aye,” Krogman “aye,” Jensen “aye,” Bartley “aye.”
Motion carried.

The board discussed generator needs at the Brookings County Outdoor Adventure Center.

BCOAC Director Dustin Huber said County Development Director Robert Hill has a generator that is 70 amps. He said they received a quote from two different electricians. Huber asked the board if they wanted to accept one of the quotes, purchase and install a permanent generator that could power more of the building, or do nothing. Huber said they are not required to have a generator for the facility in order for it to be used as a Red Cross Shelter.

Hill said the 70 amp generator would power a very minimal portion of the building. He said if you are going to purchase a generator, do it so it covers the entire building. Hill said a 300 amp would power the entire building except for the gun range.

Krogman asked if there is a real need for a “what if”. He said they don’t need a generator to do business when the electricity is out. Krogman said the City/County building and Sheriff’s Office need a generator because they have to continue business. Hill said the cost for a 300 amp generator would be \$55,000 plus the cost to hook it up and preventive maintenance. Hill said it would roughly cost \$100,000.

Bartley asked what other facilities are Red Cross shelters. Hill said each community has a location that could be used; churches and the school districts. Hill said there isn’t a Red Cross Shelter facility in Brookings County that has a generator.

Hill said having the hookups for a generator is the main point for any facility, not necessarily having a generator on hand. Hill said his recommendation is to have hookups that would power the entire building. Krogman asked if Hill’s 70 amp generator could be hooked up to the 300 amp hookups. Huber said that is something they would need to check into. Hill said he will check around to see if they would had access to a 300 amp generator.

Motion by Krogman, seconded by Jensen to have Huber go back to the two contractors to get quotes to install a hookup for a 300 amp generator,

Roll call vote: Jensen “aye,” Pierce “aye,” Boersma “aye,” Krogman “aye,” Bartley “aye.” Motion carried.

Motion by Pierce, seconded by Boersma to automatically supplement for unanticipated expenses incurred and reimbursement made to Brookings County for reimbursement for the Pre-Disaster Mitigation Plan in the amount of \$11,283.75, receipt #511829, to Emergency Management GL line 226-4-222-4290. Background information was provided by Hill.

All members voted “aye.” Motion carried.

Motion by Jensen, seconded by Boersma to approve and authorize Chairperson Bartley to sign a Request to Fill Vacancy for a full-time correctional officer in the Sheriff’s Office.

All members voted “aye.” Motion carried.

Motion by Jensen, seconded by Boersma to approve the Commission’s citizen board appointment policy. Background information was provided by Commission Department Director Stacy Steffensen.

All members voted “aye.” Motion carried.

Commission Department Director Stacy Steffensen updated the board on the work plan.

Commission Department Director Stacy Steffensen presented the Commission Department Director’s Report.

Steffensen said budget hearings will be held on Thursday, June 18th at 8:00 a.m.

Steffensen said the steel cell demonstration will be held on Wednesday, June 24th at 9:00 a.m.

Steffensen said the Jail Expansion Bid Opening will be held on Thursday, July 2nd at 2:00 p.m.

Steffensen said County Offices will be closed on Friday, July 3rd in honor of Independence Day.

Steffensen said Safety Week will be held July 20th-24th. By consensus the board approved \$100 for a prize for those who attend the safety picnic.

States Attorney Dan Nelson said Brookings County was awarded the Juvenile Detention Alternative Grant in the amount of \$70,000. He said that money will be used to fund a position at the Boys & Girls Club that will be tasked with expanding diversion programs.

COMMISSIONERS' REPORTS & DISCUSSION

Commissioner Pierce attended the Public Affairs Meeting via Zoom; attended the Protest March; and attended the Leader Round Table.

Commissioner Boersma attended the Brookings Health & Wellness Meeting.

Commissioner Krogman met with BCOAC Director Dustin Huber about the generator and attended a Growth Partnership Meeting via Zoom.

Commissioner Jensen received compliments from the traveling public on the rights-of-way being mowed.

Commissioner Bartley attended a couple of COVID-19 Meetings; attended a PPCC/POD Meeting; and attended a BEDC Meeting

EXECUTIVE SESSION

Motion by Boersma, seconded by Krogman to enter into Executive Session at 10:55 a.m., in accordance with SDCL 1-25-2(1), personnel. All members voted "aye." Motion carried.

Motion by Pierce, seconded by Krogman to come out of Executive Session at 11:16 a.m. All members voted "aye." Motion carried. No action was taken.

ADJOURNMENT

Motion by Pierce, seconded by Krogman to adjourn. All members voted "aye." Motion carried. The next regular scheduled meeting is Tuesday, July 7, 2020 at 8:30 a.m.

It is the policy of Brookings County, South Dakota not to discriminate against the Handicapped of Employment or the Provision of Service. The County of Brookings is responsive to requests for communication aids and the need to provide appropriate access, and will provide alternative formats and accessible locations consistent with the Americans with Disabilities Act.

Jenna Byrd

Senior Finance Assistant
Brookings County

Published once at the approximate cost of _____.

Personnel Action Notice Summary

Commission Meeting: July 7, 2020

Employee Name:	Mandi Cramer				
Department:	States Attorney	Position:	Victim/Witness Coordinator		
Effective Date:	06/01/2020	Salary/Wage:	\$	21.62	
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

Employee Name:	Brad Moe				
Department:	Highway	Position:	Mechanic, Fabricator/Welder		
Effective Date:	06/15/2020	Salary/Wage:	\$	21.19	
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

Employee Name:	Zachary Briggs				
Department:	Sheriff	Position:	Correctional Officer		
Effective Date:	06/16/2020	Salary/Wage:	\$	18.34	
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

Employee Name:	Jack Peterson				
Department:	Sheriff	Position:	Correctional Officer		
Effective Date:	06/16/2020	Salary/Wage:	\$	18.34	
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

Personnel Action Notice Summary

Commission Meeting: July 7, 2020

Employee Name:	Morgan Jessen				
Department:	Sheriff		Position:	Correctional Officer	
Effective Date:	06/16/2020		Salary/Wage:	\$	18.34
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

Employee Name:	Samuel Adams				
Department:	Highway		Position:	Temp Seasonal Laborer	
Effective Date:	06/22/2020		Salary/Wage:	\$	15.87
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

Employee Name:	Jessica McDermott				
Department:	Sheriff		Position:	Correctional Officer	
Effective Date:	06/23/2020		Salary/Wage:	\$	18.34
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

Employee Name:	Nicholas Glass				
Department:	Sheriff		Position:	Correctional Officer	
Effective Date:	06/26/2020		Salary/Wage:	\$	18.34
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

Personnel Action Notice Summary

Commission Meeting: July 7, 2020

Employee Name:	Alex Luke				
Department:	BCOAC		Position:	Membership Attendant	
Effective Date:	06/28/2020		Salary/Wage:	\$ 15.87	
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

Employee Name:	Terrance Heidemann				
Department:	Commission/Sheriff		Position:	Maintenance Worker	
Effective Date:	08/01/2020		Salary/Wage:	\$ 16.51	
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

Employee Name:					
Department:			Position:		
Effective Date:			Salary/Wage:		
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

Employee Name:					
Department:			Position:		
Effective Date:			Salary/Wage:		
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

For Commission Use Only

Date Submitted to Board of County Commissioners: July 7, 2020

Reference #: 20-062

Request: Funeral

Amount: \$ 3,000.00

Recommendation of County Assistance Officer: MH Approved Funeral

Reference #:

Request:

Amount:

Recommendation of County Assistance Officer:

Reference #:

Request:

Amount:

Recommendation of County Assistance Officer:

Reference #:

Request:

Amount:

Recommendation of County Assistance Officer:

Reference #:

Request:

Amount:

Recommendation of County Assistance Officer:



SOUTH DAKOTA DEPARTMENT OF REVENUE

445 East Capitol Avenue • Pierre, SD 57501
(605) 773-3311 • dor.sd.gov

June 8, 2020

Brookings County Board of Commissioners
C/O Brookings County Auditor
520 3rd Street Suite 110
Brookings, SD 57006

Dear Commissioners:

This letter is to inform you that Rusty Brandsrud has met all requirements necessary to hold the professional designation of "Certified Appraiser Assessor," effective May 1, 2020.

It took a great deal of work to earn this distinction and your board should be congratulated for encouraging and supporting the effort made to meet all statutory requirements necessary to perform the duties of the Director of Equalization office.

It is my hope that this will help in our continued effort to provide assessment equalization to the taxpayers of your county.

Sincerely,

A handwritten signature in black ink that reads "Jim Terwilliger". The signature is written in a cursive style with a large initial "J" and "T".

Jim Terwilliger
Secretary

VENDOR SET: 01 Brookings County
PACKET: 02301 7/7/20 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 111 COMMISSIONERS

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202006296652	101-4-111-4250	COPIER CONTRACT		169.51
01-10376	BROOKINGS ENGRAVING	I-202006296676	101-4-111-4260	NAME PLATES		84.00
01-20748	US POSTAL SERVICE	I-202006306821	101-4-111-4267	HASLER POSTAGE MACHINE		10,000.00
01-22310	BROOKINGS EMPOWERMENT P	I-202006296675	101-4-111-4231	GRANT APPROVAL		500.00
DEPARTMENT 111 COMMISSIONERS					TOTAL:	10,753.51

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02301 7/7/20 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 120 ELECTIONS

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-11921	WELLS FARGO	I-202006306832	101-4-120-4260	DOORWAY TRANSITION RAMP		64.73
01-13291	VERIZON WIRELESS	I-202006306828	101-4-120-4260	ELECTION HOT SPOTS		371.60
01-21539	DS SOLUTIONS INC	I-202006296695	101-4-120-4260	FILE CREATION		175.00
DEPARTMENT 120 ELECTIONS					TOTAL:	611.33

VENDOR SET: 01 Brookings County
 PACKET: 02301 7/7/20 CLAIMS
 FUND : 101 GENERAL FUND
 DEPARTMENT: 130 JUDICIAL SYSTEM

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10125	ARAGON, ANTONIO	I-202006296662	101-4-130-4290	TRANSLATION		50.00
01-10390	BROOKINGS HEALTH SYSTEM	I-202006296677	101-4-130-4290	SANE KIT		517.25
01-11300	PATRICIA J HARTSEL	I-202006296719	101-4-130-4224	TRANSCRIPTION		30.40
01-11847	DONALD MCCARTY	I-202006296757	101-4-130-4222	CAA CRI19-857		972.90
01-11847	DONALD MCCARTY	I-202006296758	101-4-130-4222	CAA CRI19-758		820.35
01-11847	DONALD MCCARTY	I-202006296759	101-4-130-4222	CAA CRI19-540		830.90
01-12179	NANCY J NELSON	I-202006296767	101-4-130-4222	CAA CRI19-479		305.55
01-12179	NANCY J NELSON	I-202006296768	101-4-130-4222	CAA CRI19-1304		300.70
01-12179	NANCY J NELSON	I-202006296769	101-4-130-4222	CAA CRI19-1141		194.00
01-12179	NANCY J NELSON	I-202006296770	101-4-130-4222	CAA CRI16-9		232.80
01-12602	RICK RIBSTEIN	I-202006306793	101-4-130-4222	CAA CRI20-78		974.85
01-13262	VANDENBERG LAW	I-202006306824	101-4-130-4222	CAA CRI20-283		436.50
01-13370	THOMSON REUTERS - WEST	I-202006306815	101-4-130-4340	MAY 19-JUNE 18 CHARGES		183.00
01-13389	TERRY D WIECZOREK PC	I-202006306833	101-4-130-4222	CAA CRI20-333		136.55
01-14785	KIM NAGEL	I-202006306844	101-4-130-4280	JURY DUTY		52.52
01-17926	TIM HOGAN	I-202006296722	101-4-130-4222	CAA CRI19-1000		855.20
01-17926	TIM HOGAN	I-202006296723	101-4-130-4222	CAA CRI19-862		542.70
01-19694	REED T MAHLKE	I-202006296750	101-4-130-4222	CAA CRI19-838		1,204.70
01-19694	REED T MAHLKE	I-202006296751	101-4-130-4222	CAA CRI18-1188		912.00
01-19694	REED T MAHLKE	I-202006296752	101-4-130-4222	CAA CRI19-188		2,142.25
01-19694	REED T MAHLKE	I-202006296753	101-4-130-4222	CAAC RI19-50		1,007.35
01-19694	REED T MAHLKE	I-202006296754	101-4-130-4222	CAA CRI19-1032		397.70
01-20023	GASS LAW, PC	I-202006296711	101-4-130-4222	CAA CRI19-796		87.30
01-20023	GASS LAW, PC	I-202006296712	101-4-130-4222	CAA CRI18-224		213.40
01-21052	SANDMEIER, CHRISTOPHER	I-202006306846	101-4-130-4280	JURY DUTY		56.72
01-22039	JENNIFER GOLDAMMER	I-202006296714	101-4-130-4223	CAA JUV19-30; JUV19-35		2,627.15
01-22039	JENNIFER GOLDAMMER	I-202006296715	101-4-130-4222	CAA CRI19-1187		465.60
01-22039	JENNIFER GOLDAMMER	I-202006296716	101-4-130-4222	CAA CRI19-1102		984.00
01-22039	JENNIFER GOLDAMMER	I-202006296717	101-4-130-4222	CAA CRI19-1294		455.90
01-22102	ANTHONY TEESDALE	I-202006306813	101-4-130-4222	CAA CRI19-728		293.40
01-22102	ANTHONY TEESDALE	I-202006306814	101-4-130-4222	CAA CRI19-1042		1,791.35
01-22127	KRISTIN A WOODALL	I-202006306849	101-4-130-4224	TRANSCRIPTS		12.80
01-22127	KRISTIN A WOODALL	I-202006306849	101-4-130-4226	TRANSCRIPTS		513.40
01-22522	TEREE A NESVOLD	I-202006296771	101-4-130-4222	CAA CRI19-643		901.50
01-22522	TEREE A NESVOLD	I-202006296772	101-4-130-4222	CAA CRI19-1229		994.25
01-22522	TEREE A NESVOLD	I-202006296773	101-4-130-4222	CAA CRI19-1124		1,403.05
01-22604	JORDYN BANGASSER	I-202006296666	101-4-130-4222	CAA MAG13-20		203.70
01-22604	JORDYN BANGASSER	I-202006296667	101-4-130-4222	CAA CRI20-208		956.90
01-22624	JARED BASZLER	I-202006306838	101-4-130-4280	JURY DUTY		51.68
01-22625	DAVID DAVIS	I-202006306839	101-4-130-4280	JURY DUTY		51.68
01-22626	ISAIAH DIETZ	I-202006306840	101-4-130-4280	JURY DUTY		50.84
01-22627	BROCK GAUER	I-202006306841	101-4-130-4280	JURY DUTY		50.84
01-22629	BRANDON JOHNSON	I-202006306842	101-4-130-4280	JURY DUTY		52.52
01-22630	JAMES MADSEN	I-202006306843	101-4-130-4280	JURY DUTY		68.48
01-22631	DAVID ROE	I-202006306845	101-4-130-4280	JURY DUTY		66.80

DEPARTMENT 130 JUDICIAL SYSTEM TOTAL: 25,453.43

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02301 7/7/20 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 143 FINANCE OFFICE

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202006296653	101-4-143-4250	COPIER CONTRACT		79.78
01-10012	A&B BUSINESS INC	I-202006296656	101-4-143-4250	COPIER CONTRACT		74.80
01-10541	CENTURY BUSINESS PRODUC	I-202006296682	101-4-143-4250	COPIER MAINTENANCE		74.65
01-10832	DIVISION OF MOTOR VEHIC	I-202006296694	101-4-143-4260	DUPLICATE TITLE FEE		10.00
01-11060	FISHBACK INS AGENCY	I-202006296707	101-4-143-4260	NOTARY BOND CHARGE-SCHULTZ		50.00
01-11060	FISHBACK INS AGENCY	I-202006296708	101-4-143-4260	NOTARY BOND CHARGE-BELLER		50.00
01-12261	OFFICE PEEPS INC	I-202006306780	101-4-143-4260	INK CARTRIDGE, PAPER, ENVELOP		524.15
01-12864	SECRETARY OF STATE	I-202006306809	101-4-143-4260	NOTARY FILING FEE-SCHULTZ		30.00
01-12864	SECRETARY OF STATE	I-202006306810	101-4-143-4260	NOTARY FILING FEE-BELLER		30.00
01-19128	EXECUTIVE MGMT FINANCE	I-202006296704	101-4-143-4280	MAY TECHNOLOGY FEE		56.25
01-19405	SIOUX FALLS RUBBER STAM	I-202006306804	101-4-143-4291	NOTARY STAMPS		61.82
DEPARTMENT 143 FINANCE OFFICE					TOTAL:	1,041.45

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02301 7/7/20 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 151 STATES ATTORNEY

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202006296655	101-4-151-4260	COPIER CONTRACT		73.86
01-13370	THOMSON REUTERS - WEST	I-202006306816	101-4-151-4260	5/1/20-5/31 BILLING PERIOD		1,005.83
01-22514	SDNAFVSA	I-202006306807	101-4-151-4220	7/1/20-6/30/21 MEMBERSHIP		200.00
DEPARTMENT 151 STATES ATTORNEY					TOTAL:	1,279.69

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02301 7/7/20 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 161 COUNTY BUILDING

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10792	DEN-WIL INC	I-202006296692	101-4-161-4241	COMMUNITY HEALTH RENT		960.00
01-11569	JOHNSON CONTROLS	I-202006296731	101-4-161-4220	PLANNED SERVICE AGREEMENT		16,371.00
01-11950	MEDARY ACRES GREENHOUSE	I-202006296762	101-4-161-4260	FLOWERS FOR COURTHOUSE		48.73
01-12931	SIOUX VALLEY CLEANERS I	I-202006306805	101-4-161-4250	JANITORIAL FOR WIC		460.00
01-22431	RAZORS EDGE GROUNDS KEE	I-202006306791	101-4-161-4250	RAZORS EDGE GROUNDS KEEPING		1,220.00
DEPARTMENT 161 COUNTY BUILDING					TOTAL:	19,059.73

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02301 7/7/20 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 162 DIRECTOR OF EQUALIZATION

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-11914	MARSHALL & SWIFT/BOECKH	I-202006296755	101-4-162-4220	MARSHALL VALUATION SERVICE-AN		1,312.40
01-12261	OFFICE PEEPS INC	I-202006296776	101-4-162-4260	OFFICE SUPPLIES		501.04
01-12261	OFFICE PEEPS INC	I-202006296777	101-4-162-4260	OFFICE SUPPLIES		59.05
01-12261	OFFICE PEEPS INC	I-202006306785	101-4-162-4260	OFFICE SUPPLIES		26.19
DEPARTMENT 162 DIRECTOR OF EQUALIZATI TOTAL:						1,898.68

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02301 7/7/20 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 163 REGISTER OF DEEDS

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10091	AMERICAN STAMP & MARKIN	I-202006296661	101-4-163-4260	CHECKING STAMP		45.43
01-20674	US RECORDS MIDWEST	I-202006306822	101-4-163-4260	FEDERAL TAX LIEN BOOK 2		1,814.38
DEPARTMENT 163 REGISTER OF DEEDS					TOTAL:	1,859.81

VENDOR SET: 01 Brookings County
PACKET: 02301 7/7/20 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 165 VETERAN'S SERVICE

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12261	OFFICE PEEPS INC	I-202006306781	101-4-165-4270	INK		188.79
DEPARTMENT 165 VETERAN'S SERVICE					TOTAL:	188.79

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02301 7/7/20 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 171 INFORMATION TECHNOLOGY

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202006296652	101-4-171-4250	COPIER CONTRACT		78.87
01-11921	WELLS FARGO	I-202006306832	101-4-171-4221	CRASHPLAN/LANSWEEPER STANDARD		404.99
01-11994	MID STATES AUDIO INC	I-202006296763	101-4-171-4260	AV EQUIPMENT		1,065.00
DEPARTMENT 171 INFORMATION TECHNOLOGY TOTAL:						1,548.86

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02301 7/7/20 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 172 HUMAN RESOURCES

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202006296652	101-4-172-4250	COPIER CONTRACT		33.90
01-10162	AVERA OCCUPATIONAL MEDI	I-202006296665	101-4-172-4220	TPA SERVICES		201.65
01-12782	SD NEWSPAPER SERVICE	I-202006306808	101-4-172-4230	JOB POSTINGS		798.54
DEPARTMENT 172 HUMAN RESOURCES					TOTAL:	1,034.09

VENDOR SET: 01 Brookings County
 PACKET: 02301 7/7/20 CLAIMS
 FUND : 101 GENERAL FUND
 DEPARTMENT: 211 SHERIFF'S OFFICE

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10153	AURORA AUTO BODY & GLAS	I-202006296663	101-4-211-4250	PATROL VEHICLE REPAIRS		68.52
01-10312	BOZIED OIL CO INC	I-202006296672	101-4-211-4250	PATROL CAR WASHES		758.00
01-10541	CENTURY BUSINESS PRODUC	I-202006296683	101-4-211-4250	COPIER CONTRACT		245.43
01-10918	EINSPAHR AUTO PLAZA	I-202006296699	101-4-211-4250	PATROL VEHICLE MAINT		69.45
01-11453	HY-VEE FOOD STORE	I-202006296725	101-4-211-4290	INMATE MEALS		14,784.70
01-11719	L&L AUTO & TRUCK PARTS	I-202006296738	101-4-211-4250	PATROL VEHICLE PARTS		132.67
01-12444	PRAIRIE GRAPHICS	I-202006306788	101-4-211-4262	DEPUTY UNIFORMS		29.82
01-12910	TWO WAY SOLUTIONS INC	I-202006306820	101-4-211-4260	DEPUTY RADIOS/PATROL VEHICLES		414.95
01-18134	WALBURG, DUANE	I-202006306830	101-4-211-4221	ANIMAL CONTROL MILEAGE		78.12
01-19130	ALERT MAGAZINE, LLC-SD	I-202006296658	101-4-211-4230	DRUG AD FOR LOCAL SCHOOLS		135.00
01-20016	HOMETOWN SERVICE & TIRE	I-202006296724	101-4-211-4250	SHOP SUPPLIES		471.47
01-20519	APPLIED CONCEPTS INC	I-202006296660	101-4-211-4250	PATROL CAR EQUIPMENT		160.00
01-21166	CENTURY LINK	I-202006296686	101-4-211-4280	INV 120622680		145.29

DEPARTMENT 211 SHERIFF'S OFFICE TOTAL: 17,493.42

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02301 7/7/20 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 212 COUNTY JAIL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10541	CENTURY BUSINESS PRODUC	I-202006296683	101-4-212-4250	COPIER CONTRACT		134.97
01-11016	FASTENAL COMPANY	I-202006296705	101-4-212-4260	JAIL SUPPLIES		86.19
01-11304	KONARD O HAUFFE DDS PC	I-202006296720	101-4-212-4263	INMATE DENTAL		491.00
01-11311	HAWLEY INSURANCE SERVIC	I-202006296721	101-4-212-4220	NOTARY RENEWAL-BART SWEEBE		20.00
01-11855	MCKEEVER'S VENDING	I-202006296761	101-4-212-4260	INMATE COMMISARY		804.52
01-12666	RUNNING'S SUPPLY INC	I-202006306800	101-4-212-4260	JAIL MAINT SUPPLIES		9.98
01-12864	SECRETARY OF STATE	I-202006306802	101-4-212-4220	NOTARY RENEWAL-BART SWEEBE		30.00
01-22002	PROCHEM DYNAMICS LLC	I-202006306789	101-4-212-4260	JAIL CLEANING SUPPLIES		1,607.89
DEPARTMENT 212 COUNTY JAIL					TOTAL:	3,184.55

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02301 7/7/20 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 213 CORONER

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10915	EIDSNESS FUNERAL HOME	I-202006296697	101-4-213-4220	TRANSPORT		345.00
DEPARTMENT 213 CORONER					TOTAL:	345.00

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02301 7/7/20 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 411 WELFARE

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202006296652	101-4-411-4270	COPIER CONTRACT		11.30
01-12656	RUDE'S FUNERAL HOME INC	I-202006306797	101-4-411-4255	COUNTY BURIAL		3,000.00
DEPARTMENT 411 WELFARE					TOTAL:	3,011.30

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02301 7/7/20 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 421 COMMUNITY HEALTH NURSE

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202006296654	101-4-421-4250	COPIER CONTRACT		50.75
DEPARTMENT 421 COMMUNITY HEALTH NURSE TOTAL:						50.75

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02301 7/7/20 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 441 BEHAVIORAL HEALTH

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10168	AVERA MCKENNAN HOSPITAL	I-202006296664	101-4-441-4221	MENTAL HEALTH HOLDS		2,142.00
01-11805	LINCOLN COUNTY AUDITOR	I-202006296741	101-4-441-4220	MENTAL ILLNESS EXPENSES		78.75
01-11805	LINCOLN COUNTY AUDITOR	I-202006306852	101-4-441-4220	MENTAL ILLNESS EXPENSES		157.50
01-11805	LINCOLN COUNTY AUDITOR	I-202006306853	101-4-441-4220	MENTAL ILLNESS EXPENSES		157.50
01-11805	LINCOLN COUNTY AUDITOR	I-202006306854	101-4-441-4220	MENTAL ILLNESS EXPENSES		75.00
01-13441	YANKTON COUNTY SHERIFF	I-202006306836	101-4-441-4270	INVOICE 202006225		50.00
01-13442	YANKTON COUNTY TREASURE	I-202006306837	101-4-441-4220	MI CHARGES 202006164818		93.40
01-20920	LEWNO, LUCY	I-202006296739	101-4-441-4220	D.M. MI HEARING		112.25
01-20920	LEWNO, LUCY	I-202006296740	101-4-441-4220	W.S. MI HEARING		191.50
01-21605	KATTERHAGEN, MARK	I-202006296732	101-4-441-4220	D.M. MI HEARING		6.00
01-21605	KATTERHAGEN, MARK	I-202006296733	101-4-441-4220	W.S. MI HEARING		22.50
01-22147	DARCY LOCKWOOD	I-202006296744	101-4-441-4220	D.M. MI HEARING		6.00
01-22147	DARCY LOCKWOOD	I-202006296745	101-4-441-4220	W.S. MI HEARING		22.50
01-22369	REDWOOD MEDIATION SERVI	I-202006306792	101-4-441-4290	MI CRT APPT COUNSEL		116.25

DEPARTMENT 441 BEHAVIORAL HEALTH TOTAL: 3,231.15

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02301 7/7/20 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 511 PUBLIC LIBRARIES

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10402	BROOKINGS PUBLIC LIBRAR	I-202006296678	101-4-511-4290	LIBRARY SERVICES		4,375.00
DEPARTMENT 511 PUBLIC LIBRARIES					TOTAL:	4,375.00

VENDOR SET: 01 Brookings County
 PACKET: 02301 7/7/20 CLAIMS
 FUND : 101 GENERAL FUND
 DEPARTMENT: 528 BCOAC

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10541	CENTURY BUSINESS PRODUC	I-202006296685	101-4-528-4220	COPIER CONTRACT		135.42
01-11016	FASTENAL COMPANY	I-202006296706	101-4-528-4250	SUPPLIES TO FIX MAILBOX		2.47
01-11827	LOWE'S	I-202006296746	101-4-528-4260	FELT KIT		19.00
01-11827	LOWE'S	I-202006296748	101-4-528-4260	MOEN ADLER 1H		46.55
01-11921	WELLS FARGO	I-202006306832	101-4-528-4230	BCOAC BUSINESSPLAN		338.58
01-11921	WELLS FARGO	I-202006306832	101-4-528-4220	GOOGLE CLOUD		24.00
01-11921	WELLS FARGO	I-202006306832	101-4-528-4260	DUNHAMS BLAZER & BRASS 9MM		279.72
01-12236	NORTHWESTERN ENERGY	I-202006296774	101-4-528-4280	NATURAL GAS USAGE		130.90
01-12666	RUNNING'S SUPPLY INC	I-202006306801	101-4-528-4250	MULTIPLE INVOICE		79.47
01-12666	RUNNING'S SUPPLY INC	I-202006306801	101-4-528-4260	MULTIPLE INVOICE		834.94
01-13328	WALMART COMMUNITY	I-202006306831	101-4-528-4260	DUCT TAPE/MASK TAPE		29.57
01-22283	TRANE US INC	I-202006306819	101-4-528-4250	HUMIDITY UNIT		236.00
01-22327	ACTION TARGET	I-202006296657	101-4-528-4260	TARGETS FOR RANGE		450.37
01-22365	SOUTHPAW DEFENSE	I-202006306811	101-4-528-4220	SD ENHANCED CONCEALED CARRY		380.00
01-22459	JACKRABBIT SPORTS PROPE	I-202006296728	101-4-528-4230	LLC SPONSORSHIP		1,000.00

DEPARTMENT 528 BCOAC TOTAL: 3,986.99

VENDOR SET: 01 Brookings County
PACKET: 02301 7/7/20 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 611 COUNTY EXTENSION

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10541	CENTURY BUSINESS PRODUC	I-202006296684	101-4-611-4250	COPIER CONTRACT		208.65
01-11453	HY-VEE FOOD STORE	I-202006296726	101-4-611-4260	PROGRAMMING MATERIALS		28.23
01-11921	WELLS FARGO	I-202006306832	101-4-611-4230	CANVA INVOICE		119.40
01-11921	WELLS FARGO	I-202006306832	101-4-611-4294	MICROPHONE FOR IPHONE/SMARTPH		197.98
01-12145	NATIONAL 4-H COUNCIL -	I-202006296765	101-4-611-4292	EVENT MATERIALS AND MERCH		426.75
01-12261	OFFICE PEEPS INC	I-202006306779	101-4-611-4260	DOCUMENT SORTER		31.11
01-12410	PITNEY BOWES	I-202006306787	101-4-611-4260	POSTAGE TAPE SHEETS		64.58
01-19941	FIX IT SHOP LOCKSMITH	I-202006296709	101-4-611-4250	NEW DOOR HANDLES AND LOCKS		546.00
01-21803	BUHLS OF BROOKINGS CLEA	I-202006296679	101-4-611-4240	RUG RENTAL		47.40
DEPARTMENT 611 COUNTY EXTENSION					TOTAL:	1,670.10

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02301 7/7/20 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 615 WEED CONTROL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10469	C&R SUPPLY INC	I-202006296680	101-4-615-4360	WATER PUMP/BUTTERFLY VALVE		372.69
01-10469	C&R SUPPLY INC	I-202006296681	101-4-615-4360	PRESSURE GAUGE REPLACEMENT		10.56
01-11523	JACKRABBIT TIRE & SERVI	I-202006296729	101-4-615-4260	1989 FORD		43.78
01-12666	RUNNING'S SUPPLY INC	I-202006306798	101-4-615-4260	INV# 0004-5691463		39.70
01-13266	VAN DIEST SUPPLY COMPAN	I-202006306827	101-4-615-4260	AMINE, GRASLAN		11,650.00

DEPARTMENT 615 WEED CONTROL TOTAL: 12,116.73

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02301 7/7/20 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 711 PLANNING & ZONING

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202006296652	101-4-711-4250	COPIER CONTRACT		11.30
01-11453	HY-VEE FOOD STORE	I-202006296727	101-4-711-4260	ZONING MEETING REFRESHMENTS		7.98
01-11555	JENSEN, RANDY J.	I-202006296730	101-4-711-4270	ZONING MEETING MILEAGE		44.36
01-11663	KLEINJAN, DARREL	I-202006296737	101-4-711-4270	ZONING MEETING MILEAGE		81.36
01-12174	NELSON, DARRELL	I-202006296766	101-4-711-4270	ZONING MEETING MILEAGE		34.60
01-12261	OFFICE PEEPS INC	I-202006306783	101-4-711-4260	JUMBO PAPER CLIPS		2.44
01-13370	THOMSON REUTERS - WEST	I-202006306817	101-4-711-4260	ZONING BULLETIN		564.00
01-15330	DAVIS, THOMAS	I-202006296691	101-4-711-4270	ZONING MEETING MILEAGE		22.52
01-21502	STEVEN UST	I-202006306823	101-4-711-4221	INSPECTIONS		900.00
01-21664	ERICKSON, ROGER	I-202006306784	101-4-711-4270	ZONING MEETING MILEAGE		60.00
01-21804	SPENCE, TERRELL	I-202006306812	101-4-711-4270	ZONING MEETING MILEAGE		41.66
01-22352	MICHAEL MCHUGH	I-202006296760	101-4-711-4270	ZONING MEETING MILEAGE		24.86
01-22684	SPENCAR DIEDRICH	I-202006296693	101-4-711-4270	ZONING MEETING MILEAGE		37.05
01-22685	KYLE VANDERWAL	I-202006306826	101-4-711-4270	ZONING MEETING MILEAGE		23.70

DEPARTMENT 711 PLANNING & ZONING TOTAL: 1,855.83

FUND 101 GENERAL FUND TOTAL: 116,050.19

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02301 7/7/20 CLAIMS

FUND : 201 ROAD & BRIDGE FUND

DEPARTMENT: 311 HIGHWAY ADMINISTRATION

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202006296651	201-4-311-4250	COPIER CONTRACT		111.40
01-10204	BANNER ASSOCIATES	I-202006296668	201-4-311-4220	DESIGN AND BIDDING		2,671.45
01-10302	BOYER FORD TRUCK	I-202006296671	201-4-311-4260	REPAIR PARTS		43.29
01-10307	BOWES CONSTRUCTION	I-202006296670	201-4-311-4260	ASPHALT		5,300.76
01-10307	BOWES CONSTRUCTION	I-202006296670	201-4-311-4250	ASPHALT		468,396.62
01-10664	CONCRETE MATERIALS INC	I-202006296689	201-4-311-4260	PEA ROCK		903.06
01-10684	COURTESY PLUMBING INC	I-202006296690	201-4-311-4260	PARTS		16.95
01-10799	SD DEPT OF TRANSPORTATI	I-202006306806	201-4-311-4221	ROAD WORK		124,480.37
01-10799	SD DEPT OF TRANSPORTATI	I-202006306806	201-4-311-4220	ROAD WORK		23.19
01-10918	EINSPAHR AUTO PLAZA	I-202006296698	201-4-311-4260	BOLT/WHEEL		33.84
01-10984	L.G. EVERIST INC	I-202006296742	201-4-311-4260	QUARTZITE		3,382.26
01-11078	FOERSTER DISTRIBUTING	I-202006296710	201-4-311-4260	JANITOR SUPPLIES		109.95
01-11147	GENERAL WOOD SUPPLY	I-202006296713	201-4-311-4260	TAPE MEASURE		14.00
01-11815	LOCATORS & SUPPLIES	I-202006296743	201-4-311-4260	NEW EMPLOYEE SHIRTS		218.40
01-11827	LOWE'S	I-202006296747	201-4-311-4260	EYE WASHING STATION		56.05
01-11842	LYLE SIGNS INC	I-202006296749	201-4-311-4260	FIRE MARKERS		110.84
01-11909	MARTIN OIL COMPANY	I-202006296756	201-4-311-4260	MOBILE GREASE/DIESEL		225.00
01-11909	MARTIN OIL COMPANY	I-202006296756	201-4-311-4265	MOBILE GREASE/DIESEL		217.68
01-12002	MIDWEST GLASS	I-202006296764	201-4-311-4250	REPAIR		588.09
01-12261	OFFICE PEEPS INC	I-202006296775	201-4-311-4260	WALL FILES/LAMINATING POUCH		103.98
01-12389	PHEASANTLAND INDUSTRIES	I-202006306786	201-4-311-4260	CLOTHING		2,177.66
01-12484	PRUSSMAN CONTRACTING CO	I-202006306790	201-4-311-4250	COUNTY ROAD 9		3,391.50
01-12666	RUNNING'S SUPPLY INC	I-202006306799	201-4-311-4260	UTILITY KNIFE/GLOVES/RATCHET		325.79
01-12898	TOWN OF SINAI	I-202006306818	201-4-311-4280	SEWER AND GARBAGE		64.00
01-12922	SIOUX FALLS KENWORTH IN	I-202006306803	201-4-311-4260	SWITCH-ROCKER		811.53
01-13291	VERIZON WIRELESS	I-202006306829	201-4-311-4280	INV#9856153836		40.01
01-13319	WW TIRE SERVICE INC	I-202006306835	201-4-311-4250	FIX FLAT TIRE		19.72
01-13379	CITY OF WHITE	I-202006296687	201-4-311-4280	WATER/SEWER/ELECTRIC		90.68
01-19277	ALLEGRA PRINT & IMAGING	I-202006296659	201-4-311-4260	LEAVE CARDS		70.58
01-19285	VANDER HAAG'S INC	I-202006306825	201-4-311-4260	HEADACHE RACK		2,051.24
01-20186	DVL FIRE AND SAFETY	I-202006296696	201-4-311-4250	INSPECTION OF FIRE EXTING.		856.25
01-20514	KINGBROOK RURAL WATER	I-202006296736	201-4-311-4280	SINAI WATER		33.00
01-22240	KIBBLE EQUIPMENT LLC	I-202006296734	201-4-311-4260	REPAIR PARTS		184.72
01-22469	KIMBALL MIDWEST	I-202006296735	201-4-311-4260	SHOP PARTS		460.29
01-22585	CLARK ENGINEERING	I-202006296688	201-4-311-4220	OVERLAY		9,275.97
01-22681	RIVERSIDE HYDRAULICS IN	I-202006306794	201-4-311-4260	AIR SHIFT VALVE		596.18
01-22686	ROAD KING CUSTOM TRAILER	I-202006306795	201-4-311-4340	TRAILER		17,129.00
01-22687	ROCKMOUNT RESEARCH & AL	I-202006306796	201-4-311-4260	WELDING SUPPLIES		868.56

DEPARTMENT 311 HIGHWAY ADMINISTRATION TOTAL: 645,453.86

FUND 201 ROAD & BRIDGE FUND TOTAL: 645,453.86

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02301 7/7/20 CLAIMS

FUND : 226 EMERGENCY MANAGEMENT

DEPARTMENT: 222 EMERGENCY & DISASTER SERV

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-20466	AT&T MOBILITY	I-202006306778	226-4-222-4250	NIGHTHAWK MOBILE WIFI		40.04

DEPARTMENT 222 EMERGENCY & DISASTER S TOTAL: 40.04

FUND 226 EMERGENCY MANAGEMENT TOTAL: 40.04

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02301 7/7/20 CLAIMS

FUND : 250 ROD RELIEF FUND

DEPARTMENT: 163 ROD Relief Fund

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12261	OFFICE PEEPS INC	I-202006306782	250-4-163-4260	REAM OF PAPER		10.73
DEPARTMENT 163 ROD Relief Fund						TOTAL: 10.73
FUND 250 ROD RELIEF FUND						TOTAL: 10.73

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02301 7/7/20 CLAIMS

FUND : 304 DETENTION CNTR EXPANSION

DEPARTMENT: 890 DETENTION CNTR EXPANSION

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22167	BOARMAN KROOS VOGEL GRO	I-202006296669	304-4-890-4220	DEENTIONS CENTER EXP SERVICES		20,056.16

DEPARTMENT 890 DETENTION CNTR EXPANSI TOTAL: 20,056.16

FUND 304 DETENTION CNTR EXPANSI TOTAL: 20,056.16

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02301 7/7/20 CLAIMS

FUND : 735 DELINQUENT TAXES

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10367	BROOKINGS COUNTY FINANC	I-202006296673	735-2-2090000	DELINQUENT TAX PAYMENT 2019		50.00
					DEPARTMENT 0000 NON-DEPARTMENTAL	TOTAL: 50.00
					FUND 735 DELINQUENT TAXES	TOTAL: 50.00

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02301 7/7/20 CLAIMS

FUND : 761 SHERIFF TRUST

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10002	AAA COLLECTIONS, INC	I-202006296645	761-2-2090000	COLLECTIONS VS XXX		1,389.84
01-10002	AAA COLLECTIONS, INC	I-202006296646	761-2-2090000	COLLECTIONS VS XXX		4,881.16
01-10002	AAA COLLECTIONS, INC	I-202006296647	761-2-2090000	COLLECTIONS VS XXX		477.34
01-10002	AAA COLLECTIONS, INC	I-202006296649	761-2-2090000	COLLECTIONS VS XXX		1,828.17
01-10370	BROOKINGS CREDIT BUREAU	I-202006306848	761-2-2090000	COLLECTION VS XXX		471.03

DEPARTMENT 0000 NON-DEPARTMENTAL TOTAL: 9,047.54

FUND 761 SHERIFF TRUST TOTAL: 9,047.54

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02301 7/7/20 CLAIMS

FUND : 770 TAX SALE REDEMPTION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22448	EMPIRE INVESTMENTS LLC	I-202006296700	770-2-2090000	CERT#19-69 XXX RED#1523		1,357.00
01-22448	EMPIRE INVESTMENTS LLC	I-202006296701	770-2-2090000	CERT#19-34 XXX RED#1521		4,712.12
01-22448	EMPIRE INVESTMENTS LLC	I-202006296702	770-2-2090000	CERT#18-95 XXX RED#1522		7,238.86
01-22448	EMPIRE INVESTMENTS LLC	I-202006296703	770-2-2090000	CERT#9-16,17-20 RED#1510-1520		49,908.93
01-22448	EMPIRE INVESTMENTS LLC	I-202006306851	770-2-2090000	CERT#19-105 XXX RED#1524		1,746.65

DEPARTMENT 0000 NON-DEPARTMENTAL TOTAL: 64,963.56

FUND 770 TAX SALE REDEMPTION TOTAL: 64,963.56

REPORT GRA TOTAL: 855,672.08

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2020	101-4-111-4231	PUBLIC RELATIONS	500.00	4,000	1,500.00		
	101-4-111-4250	REPAIR & MAINT.	169.51	4,000	3,307.65		
	101-4-111-4260	SUPPLIES & MATERIALS	84.00	4,000	2,863.58		
	101-4-111-4267	POSTAGE	10,000.00	32,500	3,783.87		
	101-4-120-4260	ELECTION SUPPLIES	611.33	15,000	6,774.51		
	101-4-130-4222	ADULT DEFENSE	21,017.35	525,000	217,114.63		
	101-4-130-4223	JUVENILE DEFENSE	2,627.15	30,000	9,223.75		
	101-4-130-4224	TRANSCRIPTS (LIENABLE)	43.20	5,000	4,494.60		
	101-4-130-4226	TRANSCRIPTS (NON)	513.40	9,000	6,042.20		
	101-4-130-4280	JURY & WITNESS	502.08	15,000	8,807.34		
	101-4-130-4290	COURT CASE EXPENSE	567.25	40,000	27,319.75		
	101-4-130-4340	LAW LIBRARY	183.00	20,000	18,371.50		
	101-4-143-4250	REPAIR & MAINT.	229.23	3,400	2,077.40		
	101-4-143-4260	SUPPLIES & MATERIALS	694.15	15,000	7,652.11		
	101-4-143-4280	UTILITIES	56.25	2,800	1,486.25		
	101-4-143-4291	TREASURER EXPENSE	61.82	1,500	943.88		
	101-4-151-4220	PROFESSIONAL SERV. & FEES	200.00	3,500	1,691.00		
	101-4-151-4260	SUPPLIES & MATERIALS	1,079.69	30,000	18,332.52		
	101-4-161-4220	PROFESSIONAL SERVICE & FE	16,371.00	0	16,371.00-	Y	
	101-4-161-4241	RENTAL/COMM. HEALTH	960.00	11,000	5,110.00		
	101-4-161-4250	REPAIRS AND MAINTENANCE	1,680.00	90,000	47,907.03		
	101-4-161-4260	SUPPLIES & MATERIALS	48.73	6,000	3,627.16		
	101-4-162-4220	PROFESSIONAL SERV. & FEES	1,312.40	18,000	15,943.70		
	101-4-162-4260	SUPPLIES & N MATERIALS	586.28	8,500	5,596.15		
	101-4-163-4260	SUPPLIES & MATERIALS	1,859.81	1,500	870.12-	Y	
	101-4-165-4270	TRAVEL & CONFERENCE	188.79	5,000	4,729.84		
	101-4-171-4221	DATA PROCESSING/SOFTWARE	404.99	212,955	60,550.31		
	101-4-171-4250	REPAIRS AND MAINTENANCE	78.87	800	341.80		
	101-4-171-4260	SUPPLIES	1,065.00	28,300	1,397.32		
	101-4-172-4220	PROFESSIONAL SERVICES	201.65	18,000	4,711.90		
	101-4-172-4230	PUBLISHING	798.54	7,000	1,267.04		
	101-4-172-4250	REPAIRS AND MAINTENANCE	33.90	800	661.53		
	101-4-211-4221	ANIMAL CONTROL	78.12	5,000	4,098.94		
	101-4-211-4230	PUBLISHING	135.00	1,500	440.42		
	101-4-211-4250	BUILDING MAINTENANCE	1,905.54	42,000	21,862.09		
	101-4-211-4260	SUPPLIES & MATERIALS	414.95	20,000	17,301.16		
	101-4-211-4262	UNIFORMS/EQUIPMENT	29.82	4,000	3,199.25		
	101-4-211-4280	UTILITIES	145.29	20,000	8,600.07		
	101-4-211-4290	OTHERS/GRANT	14,784.70	3,000	14,374.70-	Y	
	101-4-212-4220	PROFESSIONAL SERV. & FEES	50.00	4,000	1,664.41		
	101-4-212-4250	BUILDING MAINTENANCE	134.97	40,000	26,148.11		
	101-4-212-4260	SUPPLIES & MATERIALS	2,508.58	45,000	11,099.49		
	101-4-212-4263	MEDICAL SERVICE/LIENABLE	491.00	34,000	23,098.02		
	101-4-213-4220	PROFESSIONAL SERV. & FEES	345.00	25,000	18,245.00		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	101-4-411-4255	FUNERALS	3,000.00	20,000	14,000.00		
	101-4-411-4270	OFFICE	11.30	500	453.84		
	101-4-421-4250	REPAIRS AND MAINTENANCE	50.75	1,101	786.87		
	101-4-441-4220	PROFESSIONAL SERV. & FEES	922.90	50,000	24,382.53		
	101-4-441-4221	MENTAL ILLNESS MEDICAL	2,142.00	20,000	1,024.89-	Y	
	101-4-441-4270	TRAVEL	50.00	1,200	700.00		
	101-4-441-4290	CRT APPORT. ATT'Y/M.I.	116.25	20,000	16,859.27		
	101-4-511-4290	OTHERS (BRKGS. LIBRARY)	4,375.00	17,500	8,750.00		
	101-4-528-4220	PROFESSIONAL SERV & FEES	539.42	4,500	1,208.86		
	101-4-528-4230	PUBLISHING	1,338.58	20,000	8,891.42		
	101-4-528-4250	REPAIR & MAINT	317.94	45,000	34,866.70		
	101-4-528-4260	SUPPLIES & MATERIALS	1,660.15	35,000	26,745.98		
	101-4-528-4280	UTILITIES	130.90	40,000	25,876.59		
	101-4-611-4230	PUBLISHING	119.40	5,000	4,712.50		
	101-4-611-4240	RENTALS	47.40	1,500	1,334.10		
	101-4-611-4250	REPAIRS AND MAINTENANCE	754.65	6,000	4,249.82		
	101-4-611-4260	SUPPLIES & MATERIALS	123.92	11,000	7,573.26		
	101-4-611-4292	4-H EVENTS & LIT.	426.75	8,250	6,933.29		
	101-4-611-4294	4H Projects/Shooting Sport	197.98	4,000	3,602.02		
	101-4-615-4260	SUPPLIES & MATERIALS	11,733.48	60,000	31,429.68		
	101-4-615-4360	MACHINERY AND TRUCKS	383.25	0	1,030.69-	Y	
	101-4-711-4221	INSPECTION FEES	900.00	20,430	12,130.00		
	101-4-711-4250	REPAIRS & MAINTENANCE	11.30	2,160	1,776.27		
	101-4-711-4260	SUPPLIES & MATERIALS	574.42	3,915	357.65		
	101-4-711-4270	TRAVEL & CONFERENCE	370.11	7,300	6,797.67		
	201-4-311-4220	PROFESSIONAL SERVICES	11,970.61	250,000	187,475.33		
	201-4-311-4221	BIG MATCHING GRANT	124,480.37	2,146,739	1860,692.03		
	201-4-311-4250	REPAIRS & MAINT.	473,363.58	2,000,000	1410,033.89		
	201-4-311-4260	SUPPLIES & MATERIALS	18,064.93	1,100,000	659,834.58		
	201-4-311-4265	FUEL/GASOLINE	217.68	200,000	133,224.19		
	201-4-311-4280	UTILITIES	227.69	30,000	14,843.89		
	201-4-311-4340	MACHINERY & EQUIPMENT	17,129.00	625,000	253,066.74		
	226-4-222-4250	REPAIRS AND MAINTENANCE	40.04	2,500	407.09		
	250-4-163-4260	SUPPLIES	10.73	7,000	5,597.32		
	304-4-890-4220	PROFESSIONAL SERVICES	20,056.16	150,000	89,705.92-	Y	
	735-2-2090000	AM'T HELD FOR DEL. TAXES	50.00				
	761-2-2090000	AM'T HELD FOR SHERIFF TRUS	9,047.54				
	770-2-2090000	DUE TO CERTIFICATE HOLDER	64,963.56				
		** 2020 YEAR TOTALS	855,672.08				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-111	COMMISSIONERS	10,753.51
101-120	ELECTIONS	611.33
101-130	JUDICIAL SYSTEM	25,453.43
101-143	FINANCE OFFICE	1,041.45
101-151	STATES ATTORNEY	1,279.69
101-161	COUNTY BUILDING	19,059.73
101-162	DIRECTOR OF EQUALIZATION	1,898.68
101-163	REGISTER OF DEEDS	1,859.81
101-165	VETERAN'S SERVICE	188.79
101-171	INFORMATION TECHNOLOGY	1,548.86
101-172	HUMAN RESOURCES	1,034.09
101-211	SHERIFF'S OFFICE	17,493.42
101-212	COUNTY JAIL	3,184.55
101-213	CORONER	345.00
101-411	WELFARE	3,011.30
101-421	COMMUNITY HEALTH NURSE	50.75
101-441	BEHAVIORAL HEALTH	3,231.15
101-511	PUBLIC LIBRARIES	4,375.00
101-528	BCOAC	3,986.99
101-611	COUNTY EXTENSION	1,670.10
101-615	WEED CONTROL	12,116.73
101-711	PLANNING & ZONING	1,855.83

101 TOTAL	GENERAL FUND	116,050.19
201-311	HIGHWAY ADMINISTRATION	645,453.86

201 TOTAL	ROAD & BRIDGE FUND	645,453.86
226-222	EMERGENCY & DISASTER SERV	40.04

226 TOTAL	EMERGENCY MANAGEMENT	40.04
250-163	ROD Relief Fund	10.73

250 TOTAL	ROD RELIEF FUND	10.73
304-890	DETENTION CNTR EXPANSION	20,056.16

304 TOTAL	DETENTION CNTR EXPANSION	20,056.16
735	NON-DEPARTMENTAL	50.00

735 TOTAL	DELINQUENT TAXES	50.00

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
761	NON-DEPARTMENTAL	9,047.54

761 TOTAL	SHERIFF TRUST	9,047.54
770	NON-DEPARTMENTAL	64,963.56

770 TOTAL	TAX SALE REDEMPTION	64,963.56

	** TOTAL **	855,672.08

NO ERRORS

** END OF REPORT **



**Commission Meeting
July 7th, 2020 @ 8:30am**

- 1.) Attendance for BCOAC
 - a. Aero-Mates and Midwest Maidens
 - b. Blood Drive -June 29th – 50 people showed up to give blood
 - c. Concealed Carry Class-July 5th – class was full
 - d. RSO Class-July 29th
- 2.) Pistol Range Committee
 - a. Working on SOP's for the range
- 3.) SDSU Agreement
- 4.) Generator (Bowes, Prussmans, Trane)
 - a. Schedule a time to install because power could be down for a day or two
- 5.) Southpaw Contract
- 6.) Surplus of Buttresses to Deuel County

June 16, 2020 thru June 30, 2020



**Highway
Department**

- 06-169-138 (north) on BC 77. Bent cap #5 is completed, Prahm Construction is currently working on removing the coffer dam around bent cap #5 and is working on placing coffer dam on bent #4, but have had to extend the foot print of the coffer dam due to a previously placed structure that the concrete was never removed and also trees within the river bed itself.

I spoke with SDDOT John Ritterhaus and he feels at this time the completion date of August 15, 2020 is not realistic. Rest assured the contractor has been working every day and John is confident the opening date will not be pushed back far but mid-September or early October date seems to be more realistic. John has asked the contractor to put together a timeline to address the new anticipated completion date barring any other unforeseen setbacks. I will update the commission as I have been at the regularly scheduled commission meetings.

- 06-169-139 (south), structure is completed. Approach grading is needed.
- Brookings County 2020 Asphalt surfacing project:
 - Mile Stone #1. Notice to proceed issued June 15, 2020 Substantial Completion certificate issued June 25, 2020
 - BC Road 6 between BC 77 & BC 7, asphalt milling and 2" asphalt surfacing completed.
 - Brookings County Crews have been dressing the shoulders and tying back into township roads, residential, and farm & field entrances.
 - Mile Stone #2. Notice to Proceed issued June 25, 2020
 - BC Road 4 between US 81 and BC 4, asphalt milling completed. 2" asphalt surfacing has been started. The asphalt contractor has since left the project as of June 26, 2020 and as of today June 30, 2020 they have not returned. Milestone #2 has a 14 calendar day window for Substantial Completion.
 - Mile Stone #3, surface has been milled, no work since milling.
- June 18, 2020. Brookings County crews placed multiple loads of rip rap along BC 10 near Highway 81 where the SDDOT raised the grade of Highway 81 due to high water. Due to high winds that were sustained for nearly 4 days straight the waves crashing against BC 10's road grade the water began deteriorating the southern shoulder of the road. I am looking at possible options in order to address this issue in a more permanent manner, I wanted to make the commission aware that in the future this is an expense coming. Will keep the board updated when I gather more information.
- June 25, 2020 we were awarded 1 Federal Grant of \$364,678 (81.95%), with Brookings county (18.05%) match of \$80,322.
- Aside from that the other items we have been working on include.
 - Replacing culverts on BC 4 (1), BC 7 (2), BC 8 (2) and BC 9 (9)
 - Asphalt patching after culvert installation.
 - Mowing, our goal is to have all Brookings County hard surfaced roads mowed before July 4th

- I wanted to discuss with the commission about the purchase of a trailer (\$17,129) that I had in the claims, this was an unbudgeted expense. But my budget will be able to absorb the cost as we will most likely be deferring the purchase of pickup which was budgeted at \$45,000, most likely a plow truck \$230,000 and the purchase of the service truck came in at \$49,500 and we had \$100,000 budgeted.
 - Our biggest issue we have is we didn't have a trailer long enough to handle the 1 piece culverts we have been installing.
 - This trailer we enable us to haul our backhoe and the tracked skid loader.
 - This trailer is an asset that we will find multiple uses for on top of the above mentioned.
- I received multiple quotes for other brands of trailers but due to Covid 19 other equipment suppliers were not able to produce something within the time frame we were looking at, I did custom order this trailer with tie down rings spaced 4' apart.
- I would also like to look at purchasing a side dump trailer this year yet also. I have reached out to multiple suppliers for them already but we can also purchase this item off of Sourcewell from 1 or 2 of the sources.

Brookings County

520 3rd Street

Brookings, SD 57006

Phone: 605-696-8250

www.brookingscountysd.gov



June 22, 2020

Commissioners-

J & A Diedrich, LLC is applying for a one-day Special Event Beverage License. They will be bartending at a wedding on August 29th at Bennett Barn, which is located in Brookings County. They have applied for this type of license in the past.

Attached for you is the Public Hearing notice that was published on June 25th. My recommendation would be to approve this one-day Special Event Beverage License for J & A Diedrich, LLC.

Thank you,

A handwritten signature in black ink that reads "Jenna Byrd". The signature is written in a cursive, flowing style.

Jenna Byrd
Senior Finance Assistant
Brookings County

Event on August 29th

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

J & A Diedrich LLC
913 Doe St
Bruce, SD 57220

Owner's Telephone #: 605-690-5254

B. Business Name and Address

J & A Diedrich LLC
DBA: Jay Street Pub
913 Doe St Bruce, SD 57220

Business Telephone #: _____

Place of business is located in a municipality? Yes No

County: Brookings

Do you own or lease this property? Own Lease

Are real property taxes paid to date? Yes No

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Is this license in active use? Yes No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

Yes No If Yes, please list on the back page.

D. Legal description of licensed premise:

Bennett Barn
47439 214th St
Aurora, SD 57002

Have you ever been convicted of a felony? Yes No

E. State Sales Tax Number 1023-7538-ST

F. New license Transfer? (\$150) Re-issuance

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 6/20/20 Print Name Andrea Diedrich Signature Andrea Diedrich

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on 6/25/2020. Public hearing on the application was held 7/7/2020, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held
Amount of fee collected with application \$ _____
Amount of fee retained \$ _____
Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ **REVIEW** _____

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

**Company supplement information
(For corporate/partnership/LP/LLC applicants)**

Name of corporation/partnership/LP LLC J + A Diedrich LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 915 Doe St

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? Yes No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
<u>Andrea Diedrich</u>	<u>Owner</u>	<u>915 Doe St</u>	

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

Andrea Diedrich 915 Doe St Bruce, SD

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

Date

Andrea Diedrich

6/4/20

Please Publish on: Thursday, June 25th

***NOTICE OF PUBLIC HEARING
UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES
OUTSIDE MUNICIPALITIES***

NOTICE IS HEREBY GIVEN THAT the Board of County Commissioners in and for the County of Brookings, South Dakota, has set July 7, 2020 at 9:00 a.m. in the Commission Chambers at 520 3rd Street, Suite 310, Brookings, SD, as the time and place for hearing on the following application for a one-day Special Event Beverage License:

- **Jay Street Pub, J & A Diedrich, LLC- owner, which will be located at Bennett Barn- 47439 214th Street, Aurora, SD 57002 in Collins Addition in NW 1/4 Sec 4-109-49 20.0 acres, Brookings County, on August 29, 2020. Any person interested in the approval or rejection of such may appear and be heard.**

Dated at Brookings, South Dakota, this 22nd day of June, 2020.

Jenna Byrd
Senior Finance Assistant

Published once at the total approximate cost of ____.

Brookings County

520 3rd Street

Brookings, SD 57006

Phone: 605-696-8250

www.brookingscountysd.gov



June 22, 2020

Commissioners-

Todd Voss is applying for a Malt Beverage & SD Farm Wine License for his new business located at the old Midway State Camp near Volga.

Attached for you is the Public Hearing notice that was published on June 25th. My recommendation would be to approve his Malt Beverage & SD Farm Wine License.

Thank you,

A handwritten signature in black ink that reads "Jenna Byrd".

Jenna Byrd
Senior Finance Assistant
Brookings County

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Todd Voss 876 Regency Court

Owner's Telephone #: 605-690-7906

B. Business Name and Address

TBD
46564 Highway 14 Brookings SD 57006

Business Telephone #: _____

Place of business is located in a municipality? Yes No

County: Brookings

Do you own or lease this property? Own Lease

Are real property taxes paid to date? Yes No

C. Indicate the class of license being applied for
(submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Is this license in active use? Yes No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

Yes No If Yes, please list on the back page.

D. Legal description of licensed premise:

OLA EXC 1st P1 Thereof + EXC. Lot 11-1
Thereof in E 1/2 SE 1/4 Sec 13-110-51

Have you ever been convicted of a felony? Yes No

E. State Sales Tax Number 1035-7136-SJ

F. New license Transfer? (\$150) Re-issuance

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 6-17-20 Print Name Todd Voss Signature Todd Voss

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on 6/25/2020. Public hearing on the application was held 7/7/2020, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held
Amount of fee collected with application \$ 300.00
Amount of fee retained \$ 150.00
Forwarded with application \$ 150.00

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

From: _____
Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

**Company supplement information
(For corporate/partnership/LP/LLC applicants)**

Name of corporation/partnership/LP LLC SJK Properties

Address of office and principal place of business of corporation/partnership/LP/LLC 326 6th St W

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? Yes No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
Todd Voss	owner	326 W. 6 th St	Self

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?
326 W. 6th St

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

Date



6-17-20

Please Publish on: Thursday, June 25th

***NOTICE OF HEARING UPON APPLICATIONS
FOR SALE OF ALCOHOLIC BEVERAGES***

NOTICE IS HEREBY GIVEN THAT the Board of County Commissioners in and for the County of Brookings, in the City of Brookings, South Dakota, on the 7th day of July, 2020, at the hour of 9:05 a.m., in the Commission Chambers at 520 3rd St., Room 310, will meet in regular session to consider the following application for a Retail On/Off Sale Malt Beverage and On/Off Sale SD Farm Wine license to operate outside of the municipality for the 2020 - 2021 licensing period, which have been presented to the Board of County Commissioners and filed in the County Finance Office.

- **SVK PROPERTIES-** OL- A- EXC LOT PL THEREOF AND EXC LOT H-1 THEREOF IN THE EAST ½ OF SE ¼ SECTION 13-110-51 15.1 ACRES

NOTICE IS FURTHER GIVEN THAT any person, persons, or their attorney may appear and be heard at said scheduled public hearing who are interested in the approval or rejection of any such application.

Dated at Brookings, South Dakota, this 22nd day of June, 2020.

Jenna Byrd
Senior Finance Assistant

Published once at the total approximate cost of _____.

RESOLUTION NO. 20-_____

A RESOLUTION AUTHORIZING THE PURCHASE OF
HVAC SYSTEMS, INSTALLATION AND SERVICE
WITH RELATED PRODUCTS AND SUPPLIES THROUGH SOURCEWELL

WHEREAS, Brookings County will need HVAC systems, installation and service with related products and supplies; and

WHEREAS, Sourcewell has recently gone through a competitive bidding process for HVAC systems, installation and service with related products and supplies with such bidding process culminating in the bids being opened on May 8, 2017 with the bid contract expiring on May 8, 2021;

WHEREAS, Johnson Controls, Inc., was the lowest responsible bidder under such Sourcewell bid process and Johnson Controls, Inc., is willing to provide equipment to BROOKINGS COUNTY under the same terms and options as available to Sourcewell, a copy of such bid specifications and bid having been filed at the Brookings County Finance Office; and

WHEREAS, pursuant to SDCL 5-18A-22, BROOKINGS COUNTY is authorized to purchase supplies or services from any active contract that has been awarded by any governmental entity by competitive sealed bids or competitive sealed proposals or from any contract that was competitively solicited and awarded within the previous twelve months;

NOW THEREFORE BE IT RESOLVED that Brookings County is hereby authorized and directed to contract for the removal and replacement of two chillers at the courthouse based upon the bid price, or less, as established through the competitive bidding process of Sourcewell.

Adopted this _____ day of July, 2020.

Chairperson, Brookings County
Board of County Commissioners

ATTEST

Brookings County Finance Officer



Proposal

Sioux Falls SD Common Branch
3413 S GATEWAY BLVD
SIOUX FALLS, SD 57106-1555
Phone: 866-598-7001
Fax: 866-818-5508

TO: Brookings County
520 3rd Street
Brookings, SD 57006-2023
Stacy Steffensen

Date: June 22, 2020
Project: Courthouse Chiller Replacement
Proposal Ref: Sourcwell # 030817-JHN

Items cited on this proposal are priced in accordance with the Johnson Controls Sourcwell contract # 030817.

We propose to furnish the materials and/or perform the work described below for the net price of:
\$98,693.15

NINETY-EIGHT THOUSAND, SIX HUNDRED NINETY-THREE AND 15/100 DOLLARS

Reduce the impact on your annual budget by considering a Johnson Controls installment payment option, with a monthly payment as low as \$1,947.00/month for 60 months. Payment plans offered through Johnson Controls are an affordable way to improve your building, and allow you to devote more of your capital to your core mission. Ask your representative about monthly installments today!

For the above price this proposal includes:

The following TURNKEY Budget Proposal is provided to the Brookings County for the removal and replacement of the two chillers at the Courthouse. This pricing is presented using Sourcwell as a purchasing agent and is provided by Johnson Controls (JCI). JCI will supply a new high efficiency Johnson Controls chiller one (1) - 40 ton scroll. The existing chillers are using R-22 refrigerant, an obsolete ozone depleting refrigerant. The new chiller will be R-410A.

SCOPE of WORK

The JCI team will perform lockout/tag-out of the electrical and hydronic systems to prevent damage or injury.

The R-22 refrigerant will be recaptured and sent for reclamation.

The hydronic system will be drained and all fluid captured for reuse.

The electrical systems will be disconnected.

Existing chillers (2) and (and necessary piping) will be removed and disposed of according to regulations.

The primary pump serving the west chiller will be abandon in place and valves secured and plugged. Exterior piping will be cut below grade and capped.

The existing east pad will be added on to, so chiller will fit.

After the pad has cured the new chiller will be set in place.

New hydronic lines will be run from the new chiller to the existing water lines above the ground.

The loop will be pressure tested. After passing the test will be refilled.

All new piping and any existing insulation that was removed will be insulated with one (2") fiberglass insulation and PVC skinned on the exterior.

The electrical will be re-connected to the new chiller.

The chiller will be connected to the existing JCI Metasys Building Automation System.

JCI will perform startup and check out of the chiller.

JCI will provide customer training of the chiller operations.

This project will include a one (1) year parts and labor warranty and a five (5) year compressor warranty.

The alternate scopes and commercial pricing listed below are not included in the above base proposal, but may be added upon written receipt and confirmation from our customer:

N/A

This proposal DOES NOT include:

1. Any work with materials containing Asbestos is excluded.
2. All work to be performed during normal working hours M-F between 7AM-5PM.

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: Jul. 24, 2020

Brookings County

Johnson Controls, Inc.

Name: _____

Name: Thomas M. Hunstad

Title: _____

Title: Account Manager

Date: _____

Date: June 22, 2020

PO: _____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE
5. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
8. **SCHEDULE.** JCI and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JCI, JCI shall be entitled to a change order equitably adjusting the compensation of JCI to account for the increased costs associated with such schedule changes.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

13. **LEGAL FEES.** Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.

14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Johnson Control s, l r.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
8.20, pg 29	Asbestos Containing-Materials and Other Hazardous Materials.	See explanation on following page	See below.
N/A	Waiver of Consequential Damages and Limitation of Liability	See explanation on following page	See below.

Proposer's Signature: _____

Date: 03/02/2017

NJPA's clarification on exceptions listed above:

The proposed exceptions are not accepted. They are site specific and addressed specifically in Member's purchase orders.



State of Wisconsin, County of Milwaukee
on this 2nd day of March, 2017
signed by Danya Foster, Notary Public
my certification expires May 30, 2020
Danya Foster



Asbestos Containing-Materials and Other Hazardous Materials.

(a) Asbestos-Containing Materials: Neither Party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Owner shall supply JCI with any information in its possession relating to the presence of ACM in areas where JCI undertakes any Work or Services that may result in the disturbance of ACM. If either Owner or JCI becomes aware of or suspects the presence of ACM that may be disturbed by JCI's Work or Services, it shall immediately stop the Work or Services in the affected area and notify the other's contacts. As between Owner and JCI, Owner shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws and addressing the impact of its disturbance before JCI continues with its Work or Services, unless JCI had actual knowledge that ACM was present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for remediating areas impacted by the disturbance of the ACM, and (ii) Owner shall resume its responsibilities for the ACM after JCI's remediation has been completed.

(b) Other Hazardous Materials: "Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under any local, state or federal law, regulation or ordinance, relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold and lead-based paints and specifically excludes ACM. JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal or disposal of mold, regardless of the cause of the mold. JCI shall be responsible for removing or disposing of any Hazardous Materials that it uses in providing Work or Services ("JCI Hazardous Materials") and for the remediation of any areas impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at its facilities ("Non-JCI Hazardous Materials"), Owner shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Work or Services. If either Owner or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Work or Services, it shall immediately stop the Work or Services in the affected area and notify the other's contacts. As between Owner and JCI, Owner shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Owner shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Work or Services.

(c) Environmental Indemnity: Notwithstanding any other provision of the Contract, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless JCI and its subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the Owner's use, or the storage, release, discharge, handling or presence of ACM, mold (actual or alleged and regardless of the cause of such condition) or Non-JCI Hazardous Materials on, under or about the facility, or the noncompliance with this section titled, "Asbestos Containing-Materials and Other Hazardous Materials."

Waiver of Consequential Damages and Limitation of Liability

In no event, whether in contract, tort or otherwise (including breach of warranty, negligence and strict liability in tort), will a party be liable for indirect or consequential (including loss of business, loss of profits, and the like), exemplary, punitive or special damages, even if such party has been advised of the possibility of such damages in advance and even if a remedy set forth herein is found to have failed of its essential purpose. In no event shall JCI be liable for any damages in excess of the Contract Amount.

Contract Award
RFP #030817

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

HVAC SYSTEMS, INSTALLATION, AND SERVICE WITH RELATED PRODUCTS AND SUPPLIES

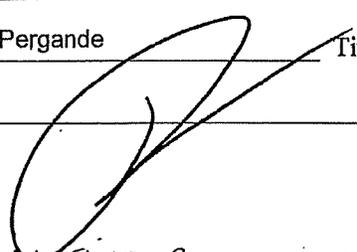
In compliance with the Request for Proposal (RFP) for HVAC SYSTEMS, INSTALLATION, AND SERVICE WITH RELATED PRODUCTS AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Johnson Controls, Inc. Date: 03/02/2017

Company Address: 5757 North Green Bay Avenue, P.O. Box 591

City: Milwaukee State: WI Zip: 53201

Contact Person: Andrew Pergande Title: Andrew.Pergande@jci.com

Authorized Signature:  _____
Brandon Jackson
(Name printed or typed)

State of Wisconsin, County of Milwaukee
on this 2nd day of March, 2017
Signed by Danyla Foster, Notary Public.
My certification expires May 30, 2020
Danyla Foster

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

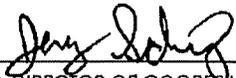
NJPA Contract #: 030817-JHN

Proposer's full legal name: Johnson Controls, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be May 8, 2017 and will expire on May 8, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 8, 2017

NJPA Contract # 030817-JHN

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Johnson Controls

Authorized Signatory's Title GPO / Cooperative Manager



VENDOR AUTHORIZED SIGNATURE

Andrew Pergande

(NAME PRINTED OR TYPED)

Executed on 5/8, 2017

NJPA Contract # 030817-JHN

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

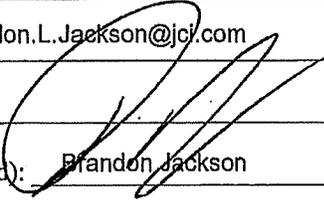
Company Name: Johnson Controls, Inc.

Address: 5757 North Green Bay Avenue, P.O. Box 591

City/State/Zip: Milwaukee, WI 53201

Telephone Number: 414 524 4708

E-mail Address: Brandon.L.Jackson@jci.com

Authorized Signature: 

Authorized Name (printed): Brandon Jackson

Title: Vice President of Branch Sales

Date: 03/02/2017

Notarized

Subscribed and sworn to before me this 2nd day of March, 2017

Notary Public in and for the County of Milwaukee State of WI

My commission expires: May 30, 2020

Signature: Dangre Foster



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Johnson Controls

Questionnaire completed by: Andrew Pergande

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Johnson Controls uses Net 30 payment terms.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Our approach to financing is to assist in identifying a lender through competitive procurement from a group of qualified lenders, and work closely with our clients to provide the most favorable financing package for the project. Johnson Controls receives no commissions or finder’s fees for bringing financing institutions to our clients.

Most public entities that we’ve worked with have selected a tax-exempt capital lease structure. This structure has the least amount of transaction costs and is offered at rates comparable to other forms of public sector financing.

Johnson Controls will help NJPA members:

- Obtain the lowest interest rate
- Obtain the lowest cost of financing
- Protect against interest rate fluctuations
- Minimize your time devoted to financing issues
- Explore available alternative funding sources

The following table shows some of the financing options used by our customers.

Financing Option	Description*
Installment Purchase (Buy)	No down payment required. The customer makes even payments monthly over a number of years (typically 5 years). Customers own their equipment. Typically used with projects \$25,000 and up. Flexible payment schedules are available. This is a full term obligation at taxable rates, but financing is done directly through Johnson Controls on a light document package.
Tax Exempt Lease Purchase	Similar to installment purchase, but customer doesn’t take title to purchase until the end of the term. Lease terms range from 2 to 10 years depending upon the size of the project and the credit status of the individual customer. Payment frequencies can be matched to fit the Customer need from monthly to annually, in arrears or in advance - again depending upon the Customer criteria.
Operating Lease	Zero money down and low monthly payments. At the end of the term the customer must purchase for Fair Market Value, return, or release the equipment. This type of financing is most often used when an entity has restrictions on ownership or title transfer of equipment.

* Terms subject to credit approval. Descriptions are for information purposes and should not be construed as financial advice.



- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

Systems and Services North America has a wholly owned branch network that provides proposals directly to customers for requested product or service purchases. Each proposal procured through the NJPA contract will have the NJPA contract number and will be logged. Upon customer award, each sale will be reported to NJPA quarterly (or on NJPA's desired frequency).

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

We do accept P-card procurement and payment, and we do not pass on any fees to the customer.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Do your warranties cover all products, parts, and labor?

Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

What are your proposed exchange and return programs and policies?

The following sample text shows our standard warranty for HVAC systems and service. Extended or customized warranty terms are negotiable.

Parts Warranty: JCI warrants that original equipment, parts or components manufactured or labeled by JCI shall be free from defects in material and workmanship under normal usage and proper installation and maintenance for a period of one (1) year from the date of shipment. Equipment, parts or components not manufactured or labeled by JCI shall carry a warranty from defects in material and workmanship under normal usage and proper installation and maintenance for a period of ninety (90) days from the date of shipment. Notwithstanding the foregoing, in the event JCI is reasonably able to identify a warranty for a period longer than the ninety (90) days applicable to equipment, parts or components not manufactured or labeled by JCI, it will assign all assignable rights under such warranty to Customer and reasonably cooperate in the enforcement of any warranty claim. Recertified or replacement parts installed on equipment and still under the original equipment manufacturer's warranty are covered for ninety (90) days or the remainder of the original equipment manufacturer warranty period, whichever is longer. For large tonnage chillers, JCI will warrant under normal usage and proper installation and maintenance for a period of one (1) year from the date of shipment: screw compressors, motors, control panels and components, VFD's and components and Liquid Cooled Solid State Starters and components. For small tonnage chillers, JCI will warrant under normal usage and proper installation and maintenance for a period of one (1) year from the date of shipment: scroll compressors, condenser coils, control panels and components, screw compressors (DXS and Mustang), and fan motors. In the event of a valid warranty claim, the Customer's remedy shall, at JCI's sole discretion and subject to the exclusions herein, be limited to repair or replacement of the subject equipment, part or component conditioned upon the return to JCI of any defective equipment, part or component. This Parts Warranty does not cover any shipping, handling or transportation charges or any associated labor costs.



Labor Warranty: JCI warrants its workmanship or that of its agents in relation to installation of materials for a period of ninety (90) days from date of installation or with respect to service work for a period of ninety (90) days from the date of service. Customer acknowledges that re-performance shall be its exclusive and only remedy with regards to any services provided by JCI. Customer shall bear all labor costs associated with the repair or replacement of failed material that is outside the scope of this express labor warranty. All warranty labor shall be executed during JCI normal business hours.

These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained.

THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.

The following table provides answers to the questions from the RFP.

Question	Information
Do your warranties cover all products, parts, and labor?	There is a parts warranty and a typically a manufacturer warranty that is passed on to the customer. Additionally there is a labor warranty provided by Johnson Controls
Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained.
Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?	We can provide warranty repairs in all geographic regions.
Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We pass all manufacturer warranties on to the customer. If requested and negotiated into the contract, we can cover a manufacturer warranty or enable the customer to buy an extended warranty.
What are your proposed exchange and return programs and policies?	If we are in the installation phase and the requested change is similar in price and operation to the planned equipment, we will make the change as requested. If the change is less expensive, we will refund the difference to the customer. If the change is more expensive, we implement the change with a formal Change Order.



6) Describe any service contract options for the items included in your proposal.

We will guarantee the performance of our company’s labor by supplying proposals based on our nationwide project-estimating program, Project Estimating Tool. This program has been refined over many years using thousands of service calls to establish acceptable rates and labor hours to perform mechanical tasks.

As described in Form A, question 19, we deliver unparalleled OEM service support for our industry-leading YORK chillers and Metasys building management system, as well as the expertise to service **any competitive brand of equipment**, including chillers, boilers, HVAC mechanical equipment, and controls systems. When it comes to servicing HVAC equipment or controls system, we will provide customers with the expertise, resources, professionalism, and results expected from a global industry leader – with the attention to detail and commitment to community of a local service provider.

We can customize a facility maintenance plan to address the manufacturer’s recommended preventative maintenance tasks for all of your equipment. An effective strategy applies an optimum mix of different approaches based on the risk impact or cost and consequences of failure. Establishing this proper mix and focusing on continuous improvement are equally important in a successful strategy.

Reactive Maintenance

Fixing or replacing equipment only when they fail. Assets will be out of service until fixed. Significant overtime and expedited delivery costs incurred.

Preventative Maintenance

Scheduling maintenance at specific times offers a first line of defense against failure.

Predictive Maintenance

Checking the condition of equipment as it operates. Equipment condition, rather than time intervals, determines the need for service.

Proactive Maintenance

Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Johnson Controls offers efficient energy solutions for all types of buildings. We have been the leader in high quality building environments and mechanical services and contracting for decades. We are the market leader in performance contracting, with a greater market share and more experience than any of our competitors.

We offer NJPA members experience and expertise in HVAC system design, installation, and service. This include such items as smart building services, controls, building automation systems, lighting, and building envelop. We also provide distribution systems, cogeneration plants, water conservation, and water and sewage systems. Our renewable energy offerings include solar, wind, microgrids, and distributed energy storage.

We have installed our products in major buildings throughout the world as documented in numerous case studies on our web site, <http://www.johnsoncontrols.com>. We embrace open systems fully and have solutions across all major protocols. This ensures that our system integrates with controls and equipment from other vendors.

Our 4,500 front-line service providers operate out of 160 company-owned branch locations, providing local expertise that is able to respond to customer needs 24 hours a day, 7 days a week. As a vendor neutral company, we service all makes and models of equipment. We also provide assistance to our customers with finding and procuring grants and rebates, public relations campaigns, training, and energy awareness education for your residents, students, or guests.



8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

This agreement will apply to all Johnson Controls Systems and Services North America (SSNA) branches across the United States. Johnson Controls strives to be a company that is easy to do business with. Therefore, our approach for this opportunity is to keep our pricing model simple, easy to use, and transparent.

Labor Rates

For labor rates, each branch location has **published street labor rates** that are **competitive in their local markets**. We will be using the approach **discounting 10%** off of our local branch published street rates (benchmark: Our labor pricing approach is the same approach utilized by Johnson Controls for GSA Schedule 84, which can be used by most state and local government entities). Local labor rates change annually.

Equipment, Controls, and Solutions

- For equipment, controls, fire alarm, and parts manufactured by Johnson Controls, our approach is to discount off of our North American List Price (NALP)
- For outside purchased HVAC equipment, controls, fire, security, technology equipment, and miscellaneous components, our approach is to mark up over our cost
- For Packaged Central Plant solutions (400-4500 tons), cooling towers and pumps, our price depends upon the complexity and size of the system
- HVAC Specialty Air Quality Products are custom built, so pricing will vary
- For miscellaneous 3rd party parts, mechanical subcontracts, electrical subcontracts, piping subcontracts, insulation subcontracts, job services such as cranes, facilities assessments, job specific tools, management & engineering services and surveys, our approach is to mark up over our cost as verified by 3rd party invoice to Johnson Controls.

Pricing Table

The following table describes our pricing for the services products and services offered:

Product/Service	Discount Type	Discount
Non-Johnson Controls HVAC control, security, fire and equipment products: includes subcontracts, non-Johnson Controls controls, assessments, tools, management & engineering services and surveys	Mark up over cost	Cost + 30%
Miscellaneous parts	Mark up over cost	Cost + 30%
York Chillers (air-cooled and water cooled)	Discounts from North America List Price (NALP)	NALP less 55%
York Air Handling Equipment	Discounts from North America List Price (NALP)	NALP less 55%
Johnson Controls Terminal Units (VAV & FCU)	Discounts from North America List Price (NALP)	NALP less 55%



Johnson Controls Commercial Unitary Equipment (Series 5-40)	Discounts from North America List Price (NALP)	NALP less 55%
Johnson Controls Large Commercial Unitary Equipment (Series 100)	Discounts from North America List Price (NALP)	NALP less 55%
Johnson Controls DDC controls & Johnson Controls Security products	Discounts from North America List Price (NALP)	NALP less 55%
Fire Alarm Systems	Discount from list price	List less 15%
Johnson Controls Labor	Local Branch Published Street Labor Rates	Local Branch Published Street Rate less 10%
Packaged Central Plant (400-4500 tons)	Pricing varies depending upon complexity, but customers will receive a minimum of a 5% discount	

Pricing Notes:

1. All labor rates are based upon standard hours.
2. Overtime rates (afterhours, Saturday, Sunday): 1.5 x standard labor rates
3. Overtime rates (Holidays): 2 x standard labor rates
4. Per diem rates: Based upon location and job role to be provided
5. Minimum charge of 4 hours for all overtime work
6. Local branch published street labor rates may be updated annually at the discretion of each local branch

Not to exceed pricing:

The above pricing is submitted as not to exceed pricing and can be adjusted lower but cannot exceed the pricing above for those projects purchased under the agreement. Customer must indicate on the purchase order their intent to use the NJPA Agreement.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Discounts vary based on equipment and labor. Maximum equipment discounts are 55%. See our response to question 8.

10) The pricing offered in this proposal is

a. the same as the Proposer typically offers to an individual municipality, university, or school district.

b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

d. other than what the Proposer typically offers (please describe).

Both B and C apply to our response. Depending on the opportunity, the discounts will be equal or better than we offer to GPOs.



11) Describe any quantity or volume discounts or rebate programs that you offer.

Volume discounts will be considered on a project-by-project basis. Most SSNA solutions are customized for each facility and do not qualify for volume discounts.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

We supply these items at cost + 30%.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

We offer turnkey pricing that includes all costs. Everything included in the costs is documented in the contract.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Shipping costs are included, as is disposal.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping costs are included in the price.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

We strive to achieve just in time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early, when the system is not yet in use.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Pricing calculations under the NJPA contract will leverage estimating tools with defined pricing discounts for NJPA members. This pricing methodology makes it easy for our field organization and customers to understand pricing practices. Pricing transparency is provided to the customer with each NJPA proposal including reference to the NJPA contract. Pricing for large sales often have multiple reviews (sales, sales management, and cooperative program office). Small transactional sales are sample reviewed by the cooperative program office. If a pricing discrepancy would be identified all sales by that sales rep through the NJPA contract would be self-audited. The sales reporting and administrative fee remittance function is independent from the field sales organization. Fee processing is completed by a centralized GPO and cooperative processing team. This process will help to eliminate issues relating to unreported sales or missing fees under the NJPA contract. The centralized team utilizes data contained with our Customer Relationship Management system, booking system, and cooperative proposal log to help ensure completeness in sales reporting and fee submission.



18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

We propose a 1.5% annual administration fee with a reduction to 1% in any subsequent year that total contract volume exceeds \$60M.

Industry-Specific Questions

19) For the solutions that you are proposing in your response, what is your market share relating to NJPA’s specific member sectors (i.e., governmental, educational, or not-for-profit entities)? If you are unable to cite reasonably accurate data or credible estimates, please state this.

Our market share in the Education and Government vertical markets are:

Item	2014	2015	2016
Education	25.4%	22.4%	23.1%
Government	21.2%	23.6%	23.1%

We do not track market share data for non-profit customers.

20) Detail your ongoing training programs for your service/installation technicians, including the training frequency and time requirements.

Annual mandatory training for front-line service providers typically includes training in safety, sexual harassment class, diversity, ethics, manager training, energy management, fire and life safety, HVAC mechanical services, life sciences, building controls, networking and connectivity, security systems, systems integration, and others.

Mandatory training for all employees typically includes training in sexual harassment, diversity, and ethics.

Johnson Controls also encourages external training that develops employees’ skill and knowledge base, thus promoting career growth and development. External training is also provided as needed to meet account-specific requirements.

For injury prevention, it is critical that employees understand the hazards and potential hazards they could encounter when working on the job. The SSA Safety Training Program focuses on the identification of hazards specific to Johnson Controls work, and the safe work practices necessary to eliminate or control the hazardous conditions identified. As part of the annual or monthly training, employees are encouraged to discuss individual safety experiences on what has and hasn’t worked from their perspective. To the extent that lessons learned play a role in accident prevention, employees can save their co-workers from potential injury by discussing these experiences along with their accidents or near misses. Through training and discussion, the idea is to help employees develop a personal stake in the process of making a worksite safer.

Field supervisors receive safety training at a minimum of annually during a kick-off session held during the first quarter of the fiscal year. In addition to a review of relevant safety issues and Area office safety metrics, a train-the-trainer session is conducted for field supervision. In this session, the supervisor learns to conduct the annual safety training for their employees (down to the specific topics chosen for the year), along with the process and resources for conducting and documenting monthly toolbox training.

At a minimum, team leaders conduct toolbox safety training for their team on a monthly basis. A “Toolbox of the Month” topic is posted on the Advisor Safety homepage and is retrieved by the team leader to conduct the training. The “Toolbox of the Month” format is used as a means to convey recent Group/Area safety issues, injury information, and other up-to-the minute safety topics. Each quarter, the supervisor completes a safety checklist in place of a toolbox session. This checklist is used to validate each employee's understanding of the safety training topics discussed earlier



in the year. The checklist is on Advisor, in place of the Toolbox of the Month topic each quarter. The completed checklists are documented the same way as monthly toolbox training. Additional toolbox topics are also available on the Advisor and in handbook format. The supervisor uses these topics to supplement the Toolbox of the Month or to provide training on an as needed basis based on the type of work being performed, the environment, and/or customer requirements.

21) Describe and demonstrate what specifically differentiates you from your key competitors in the areas of organizational structure and product/service offerings.

Our extensive branch network of 4,500 front-line service providers nationwide is **100% company owned** and operated. Full ownership of our branch network benefits our customers because we are able to provide:

- *Consistent* processes and procedures
- *Consistent* service standards
- *Consistent* on-time delivery
- *Consistent* pricing and training
- *Consistent* long-term support and resources

In addition to our own internal resources, we frequently use local resources like engineering, mechanical, and electrical firms. Each branch office has extensive relationships with proven local businesses because we believe in supporting the communities where we work. We install and service all makes and models of equipment.

Additionally, we have entire teams dedicated to State Government, Higher Education, K-12 Schools and Districts, Local Government, Federal Government, Healthcare, and Public Housing. Our ability to dedicate resources and specialize in these markets ensures that NJPA members will receive service from experts with extensive experience serving similar customers in similar facilities facing similar problems.

22) In addition to the general narrative of equipment/products and related services requested in Form P, question 7, describe in detail what is included within your response in terms of installation, maintenance, and turn-key services.

We sell, install, commission, maintain, and service customers with cooling, HVAC, heating, energy management, and controls systems needs. Our 4,500 front-line service providers operate out of 160 company-owned branch locations, providing local expertise that is able to respond to customer needs 24 hours a day, 7 days a week.

Our turnkey projects provide equipment, installation, and your choice of maintenance and service needs for a single price. However, our value goes beyond equipment and maintenance programs. We have specialized experts and the experience to improve efficiency at your facilities, address maintenance issues, and prolong the life of the equipment through a life cycle program management approach, increase responsiveness through technical advantages and knowhow, and improve efficiency and downtime. Johnson Controls offers NJPA members the broadest array of offerings to maximize their savings, upgrade their infrastructure, and allow them to invest in staff, facilities, and their communities.

Working with the Johnson Controls team, you can expect:

- Expertise delivered by highly skilled and trained teams
- Expertise delivered by our project managers and engineers who develop solutions to reduce operational costs and improve environmental conditions
- A fast response from our local branches serving the entire state(s)
- A high level of trust through consistent service delivery, accountability and communication
- A flexible service solution with options that can be tailored to meet your requirements and budget
- The highest degree of service, utilizing innovative industry-leading technologies
- Risk mitigation to protect your building and equipment investments



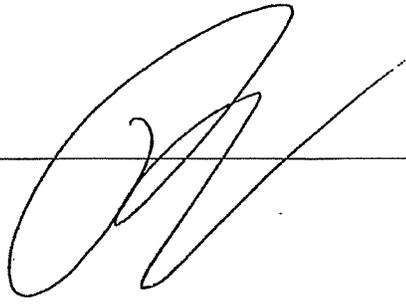
23) Which industry-specific quality management system certifications (if any) does your company hold? You may also include applicable ISO certifications in your answer.

Johnson Controls is ISO:9001 compliant.

Signature: _____

Date: _____

Signature: _____



Date: 03/02/2017

State of Wisconsin, County of Milwaukee
on this 2nd day of March, 2017
Signed by Danya Foster, Notary Public
my certification expires May 30, 2020

Danya Foster



Sourcewell Contract #030817-JHN - Maturity Date: 05/08/2021 Mod Request Clarification of Mileage and Fuel Surcharge 10-9-2019

The following table describes our pricing for the services products and services offered:

Product/Service	Discount Type	Discount
Non-Johnson Controls HVAC control, security, fire and equipment products: includes subcontracts, non-Johnson Controls, controls, assessments, tools, management & engineering services and surveys	Mark up over cost	Cost + 30%
Miscellaneous parts	Mark up over cost	Cost + 30%
York Chillers (air-cooled and water cooled)	Discounts from North America List Price (NALP)	NALP less 55%
York Air Handling Equipment	Discounts from North America List Price (NALP)	NALP less 55%
Johnson Controls Terminal Units (VAV & FCU)	Discounts from North America List Price (NALP)	NALP less 55%
Johnson Controls Commercial Unitary Equipment (Series 5-40)	Discounts from North America List Price (NALP)	NALP less 55%
Johnson Controls Large Commercial Unitary Equipment (Series 100)	Discounts from North America List Price (NALP)	NALP less 55%
Johnson Controls DDC controls & Johnson Controls Security products	Discounts from North America List Price (NALP)	NALP less 55%
Fire Alarm Systems	Discount from list price	List less 15%
Johnson Controls Labor	Local Branch Published Street Labor Rates	Local Branch Published Street Rate less 10%
Packaged Central Plant (400-4500 tons)	Pricing varies depending upon complexity, but customers will receive a minimum of a 5% discount	
Energy Efficient Projects with General Requirements and internal/external Purchase Orders for Construction	All Related Services and Products	Cost Plus 30%

Pricing Notes:

- All labor rates are based upon standard hours.
- Overtime rates (afterhours, Saturday, Sunday): 1.5 x standard labor rates
- Overtime rates (Holidays): 2 x standard labor rates
- Per diem rates: Based upon location and job role to be provided
- Minimum charge of 4 hours for all overtime work
- Local branch published street labor rates may be updated annually at the discretion of each local branch
- The Mileage Charge for USA is \$1.84 per Mile. The Fuel Surcharge fee is \$15.00. (Applied to Service Calls)

Not to exceed pricing:

The above pricing is submitted as not to exceed pricing and can be adjusted lower but cannot exceed the pricing above for those projects purchased under the agreement. Customer must indicate on the purchase order their intent to use the Sourcewell Agreement.

RESOLUTION #20-___

A Resolution Forgiving Juvenile Liens and
Authorizing the Finance Office and Register of Deeds to
Remove them from the County's Records

WHEREAS, the Brookings County Finance Office recorded liens against juveniles from the 1990s to 2012.

WHEREAS, the liens recorded against juveniles arose from court appointed attorney fees, juvenile detention, and other matters related to costs incurred by juveniles' involvement with county affairs.

WHEREAS, the total amount of juvenile liens is \$816,176.06.

WHEREAS, liens on juveniles are not collectable.

WHEREAS, the Brookings County Finance Office recommends removing the liens from the records as well as the lien listing in the Register of Deeds Office.

THEREFORE BE IT RESOLVED that juvenile liens recorded from the 1990s to 2012 be forgiven and removed from the record in the Brookings County Finance Office, as well as the lien list in the Brookings County Register of Deeds Office.

Approved this 7th day of July, 2020.

Michael Bartley, Commission Chairperson

ATTEST:

Vicki Buseth, Finance Officer
Brookings County

CUSTOMER SET: 03 JUVENILE DETENTION

A G I N G R E P O R T

BALANCE AS OF : 6/01/2020 (Current Balance)

BALANCE BASED ON ITEM DATE

AGING DATE: 5/31/2020

AGED BY: DUE DATE

CUSTOMER CLASS: All

CUTOFF AGE: NO CUTOFF SELECTED

BALANCES: All Balances

===== TRANSACTION CODE TOTALS =====

CODE	DESCRIPTION	AMOUNT
03-JD	JD	816,176.06
*** CODE TOTALS ***		816,176.06



Brookings County Finance Office

Vicki Buseth, Finance Officer

520 3rd Street Suite 100 ♦ Brookings, SD 57006

Phone: (605) 696-8250

vbuseth@brookingscountysd.gov

July 1, 2020

To: Brookings County Commission

From: Vicki Buseth, Finance Officer

To follow are the returned distress warrants from the Sheriff's office for mobile homes that the Sheriff declared uncollectible due to being gone or having burned down or unlivable. This list is to be kept in the Finance Office and anytime that it is determined that these taxes could be collected we are able to put the taxes back on the tax rolls for collection. Since we have been doing the uncollectible list we have had one instance where we took a mobile home off this list and put back on the tax records and collected the taxes. If you have any questions please give me a call or stop in.

A resolution has to be approved by the Commission for this list to be created. The resolution is included.

We also are doing 3rd and 4th quarter transfers to the Emergency Management budget in the amount of \$42,500.

Sincerely,

A handwritten signature in blue ink that reads "Vicki Buseth". The signature is fluid and cursive, with the first name "Vicki" being more prominent than the last name "Buseth".

Vicki Buseth

Brookings County Finance Officer

BROOKINGS COUNTY RESOLUTION NO. _____

WHEREAS, South Dakota Codified Law (SDCL) 10-22-30 requires the County Finance Officer to present a list of all distress warrants returned by the Sheriff uncollectible to the Board of County Commissioners. The board has examined such returns and, is satisfied with reports from Sheriff's and Finance Officer that the taxes described in any such warrant cannot be collected.

NOW THEREFORE, BE IT RESOLVED by the Brookings County Commissioners, at a regular meeting July 7, 2020 direct the County Finance Officer to put uncollectible mobile homes on the uncollectible list until it is determined either by the Board of County Commissioners or the County Finance Officer that such taxes have become or may have become collectable. There will be a complete listing of all uncollectible mobile homes and buildings on leased sites on file in the Brookings County Finance Office.

Adopted this _____ day of _____ 2020

Chairperson, Brookings County
Board of County Commissioners

Attest:

Brookings County Finance Officer

2018 pay 2019 Uncollectable Mobile Home Taxes

Name	Parcel	Address	Tax Amt	Reason
Christopher Sour	12995-00010-007-00	3901 Main Ave S #7	73.96	Gone
Kelly Koenig	12995-00010-025-00	3901 Main Ave S #25	182.30	Gone
Kelly Koenig	12995-00010-025-00	3901 Main Ave S	8.60	Gone
Phil Landegent	12995-00212-004-00	3901 Main Ave S	443.52	Gone
Jeramy Novak	12999-00010-008-01	#8 Southbrook	92.94	Gone
Kelly Koenig	12999-00010-049-00	3901 Main Ave S #49	8.60	Gone
Kelly Koenig	12999-00010-098-00	3901 Main Ave S	37.87	Gone
Edward Waldner	12999-00018-008-00	3250 Western Ave S #8	37.87	Gone
Neill Brothers	12999-00212-092-00	3630 Main Ave S	17.20	Unliveable
Alan Anderson	17999-00217-010-00	20048 463rd Ave	8.32	Unliveable
Todd Mears	17999-00217-020-00	20048 463rd Ave	8.10	Gone
Grayson Group	40995-00006-155-00	408 3rd Ave S #155	79.68	Gone
Troy Erickson	40999-00011-020-00	521 12th St S #20	35.21	Burned
Shawn Knapp	14990-11151-074-48	#76 Oakwood	278.68	Moved
			1312.85	

Brookings County Resolution #20-___

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

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

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

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

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

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

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

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

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

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

Approved and adopted this ____ day of July, 2020.

Michael Bartley, Commission Chairperson
Brookings County, South Dakota

ATTEST:

Vicki Buseth, Finance Officer
Brookings County, South Dakota

STATE OF SOUTH DAKOTA

**LOCAL GOVERNMENT COVID RECOVERY FUND
REIMBURSEMENT AGREEMENT**

This Agreement made and entered into by and between the Bureau of Finance and Management, a state agency, of 500 East Capitol Avenue, Pierre, South Dakota, (the “State”) and Brookings County, a political subdivision of the State of South Dakota, of 520 3rd Street, Suite 210, Brookings, South Dakota (the “Sub-recipient”).

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

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

WHEREAS, the Sub-recipient acknowledges that the State may, in its discretion, utilize CARES Act funds in order to assist counties and municipalities individually or on a statewide basis, all while ensuring compliance with the CARES Act; and

WHEREAS, in order to provide financial assistance to counties and municipalities in South Dakota, the State of South Dakota, in its sole discretion, has allocated a portion of said funds on a statewide basis to reimburse counties and municipalities for COVID-19 expenditures as delineated herein; and

WHEREAS, the Sub-recipient is a county or municipality and seeks funding to reimburse expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, the Sub-recipient acknowledges that any request for reimbursement of expenditures will only be for expenditures which were not accounted for in the Sub-recipient’s budget most recently approved as of March 27, 2020; and

WHEREAS, the Sub-recipient will only seek reimbursement for costs incurred during the period that began on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the State retains discretion, consistent with the CARES Act and related U.S. Department of Treasury (“Treasury”) guidance, to act on a statewide basis to ensure efficient and responsible use of available CARES Act funds and avoid duplicating benefits through overlapping programs at the county or municipality level.

NOW THEREFORE, in consideration of and pursuant to the terms and conditions set forth herein, the State hereby enters into this Agreement for reimbursement of certain expenditures with Sub-recipient.

1. The Sub-recipient will submit to the State a reimbursement request, along with such supporting documentation acceptable to the State in its sole and absolute discretion, evidencing any eligible expenditure for which the Sub-recipient seeks reimbursement under this Agreement.
 - A. The Sub-recipient hereby declares that it does understand, agree, represent, and warrant that reimbursement under this Agreement will only be claimed for the purpose of covering allowable, allocable, and reasonable expenditures actually made by the Sub-recipient and that such costs:
 - (1) Are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
 - (2) Were not accounted for in the Sub-recipient's budget most recently approved as of March 27, 2020; and
 - (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
 - B. The Sub-recipient separately represents and warrants that it will not claim reimbursement under this Agreement for expenditures 1) for which Sub-recipient previously received reimbursement from another source of funds including, but not limited to, other federal programs; or 2) for which Sub-recipient has a reimbursement request pending before another source of funds including, but not limited to, other federal programs. In the event Sub-recipient determines either of the conditions above apply to a reimbursement request that is pending or has been paid under this Agreement, it shall immediately provide notice to the State and withdraw its request or repay such funds provided hereunder, as applicable.
 - C. The Sub-recipient confirms the State may rely upon the foregoing representations and warranties in sections 1.A. and 1.B. on a continuing basis. Additionally, the Sub-recipient agrees submission of a reimbursement request shall act to reaffirm its representations and warranties as of the date of each such reimbursement request.
 - D. The Sub-recipient understands that further guidance concerning the authorized uses of federal COVID-19 funds is likely to become available on an ongoing basis due to the emergency nature of the federal program funding. The Sub-recipient therefore expressly agrees to be bound by the terms of any additional guidance the State may provide without further amendment of this Agreement, provided the State distributes such guidance via a circular memorandum, letter ruling, official

interpretive statement, FAQ, or other similarly formal expression of the State's position with respect to the administration of its federal award.

- E. To the extent further instruments, documents, or amendments may in the State's discretion become necessary either to achieve the purposes of this Agreement or to ensure the Sub-recipient's performance of its obligations herein, the Sub-recipient agrees it will execute such additional instruments, documents, or amendments at the State's request.
2. This Agreement shall be effective March 1, 2020 through December 30, 2020, unless sooner terminated pursuant to the terms hereof.
3. Compliance with Laws and Federal Sub-recipient Status

The Sub-recipient will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to this Agreement, and will be solely responsible for obtaining current information on such requirements. By accepting this Agreement, the Sub-recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

- A. This Agreement specifically creates a recipient-sub-recipient relationship between the State and the Sub-recipient for federal funding purposes. As such, the Sub-recipient agrees to execute the Sub-recipient Responsibilities Annex contained in Annex A hereto. Upon execution, the Sub-recipient Responsibilities Annex shall be incorporated fully into this Agreement.
- B. In the event of a conflict between the provisions of the Sub-recipient Responsibilities Annex and those set forth in this Agreement, the terms and conditions of this Agreement shall prevail. Until execution of the Sub-recipient Responsibilities Annex and its incorporation into this Agreement, the State will have no obligation for reimbursement under this Agreement.
- C. The Sub-recipient understands and agrees that, in addition to the obligations in this Agreement, it will comply with all elements of the Uniform Grant Guidance (2 CFR 200.0 *et seq.*). Sub-recipient further understands and agrees that its obligation with respect to the Uniform Grant Guidance is an essential aspect of its performance under this Agreement and extends to, but is not limited to, the following:
- Conflict of interest;
 - Mandatory disclosures;
 - Pre- and post-award requirements;
 - Cost principles;
 - Financial reporting;
 - Pass-through/sub-recipient requirements;

- Audit requirements.

4. Conditioned on the availability of funds, the State will make payment upon receipt and approval of a reimbursement request supported by such documentation required in Section 1 above. Consistent with currently applicable Treasury guidance, the State will allocate \$200 million of its CARES Act funding on a statewide basis for reimbursement of county and municipal COVID-19 expenditures. In order to ensure an equitable allocation of said amount among counties and municipalities, this amount has been further allocated among those various jurisdictions consistent with the general per capita allocation approach provided for in Treasury guidance. The foregoing notwithstanding, Sub-recipient agrees this is a reimbursement agreement and that Sub-recipient has no present or otherwise vested interest in or entitlement to receive the full calculated amount of any allocation and under no circumstances is Sub-recipient entitled to any advance payment of such allocation. The TOTAL CONTRACT AMOUNT for any county or municipality is not fixed and is ascertainable only to the extent to which the Sub-recipient incurs costs eligible under this Agreement and funding remains available. Further, the Sub-recipient understands the amount allocated for the purposes of this Agreement is subject to change at the State's sole discretion as a result of subsequent federal guidance, changing needs, or other conditions associated with COVID-19 response. There is no guarantee of Sub-recipient's reimbursement until the State actually makes payment. Payment under this Agreement will be made consistent with SDCL ch. 5-26.

Sub-recipient acknowledges that when necessary to ensure efficient use of CARES Act funds, to comply with the CARES Act and related Treasury guidance, or to meet the needs of South Dakota, the State's use of funds on behalf of local governments satisfies Treasury guidance that may indicate a state should transfer 45 percent of its allocation to local governments.

5. Sub-recipient will adopt and use proper methods of administering the assistance requested through this Agreement, including the enforcement of any obligations imposed by law for carrying out this grant and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation. The foregoing responsibility for administration is in addition to any specific requirements outlined in Annex A or found in federal law or regulation, including those in 2 CFR 200.0 *et seq.*
6. Indemnification and Remedies
 - A. The Sub-recipient agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability, costs, attorney fees, or other proceedings that may arise as the result of its performance hereunder.
 - B. The State is providing funds hereunder on the basis of the Sub-recipient's undertakings in this Agreement. In addition to any other rights and remedies provided for elsewhere in the Agreement, including its Annex A, the Sub-recipient hereby agrees to repay the State an amount equal to any amount

disallowed by a subsequent audit or investigation, or the amount determined by a subsequent audit or investigation, as well as any excess funds it receives from the State under this Agreement. As security for, and additional comfort of, its ability to perform its repayment obligation under this Agreement, the Sub-recipient hereby grants to State a right of offset and intercept for any State funding or payment to which the Sub-recipient is entitled, now or in the future, for so long as any repayment obligation created by this section 6.B. remains unsatisfied.

- C. The various rights, powers, options, elections, and remedies of the State provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed the State by law, and shall in no way affect or impair the right of the State to pursue any other contractual, equitable, or legal remedy to which the State may be entitled. The election by the State of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.
7. This Agreement may be terminated by either party hereto upon thirty (30) days written notice, but in any event, this Agreement is automatically terminated on December 31, 2020. In the event the Sub-recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. The State may terminate this Agreement by providing reasonable notice, which notice may be less than ten (10) days, of its intent to reallocate all remaining funding to another COVID-19 response purpose and establishment of a date after which reimbursement for Sub-recipient's expenditures will no longer be available. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for reimbursement requests received prior to the date of termination. Without limiting the foregoing, and in order to a) ensure all reimbursements under this Agreement remain chargeable to federal funds under the CARES Act and not to State funds; and b) to ensure CARES Act funds may be reallocated to ensure full utilization for COVID-19 response throughout the state, the State may additionally establish a date prior to termination after which it will no longer accept reimbursement requests and provide notice of the same to Sub-recipient under Section 18 herein.
8. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. If the State reallocates funds as contemplated in section 4 and remaining funding is insufficient to reimburse the Sub-recipient, this Agreement will be deemed terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
9. This Agreement may not be assigned without the express prior written consent of the State. Except otherwise provided for herein, this Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

10. The State agrees to provide technical assistance regarding the State's rules, regulations, and policies to the Sub-recipient and to assist in the correction of problem areas identified by the State's monitoring activities.
11. Sub-recipient certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
12. State's Right to Approve Subcontractors, Sub-Sub-Recipients, and Others
 - A. The Sub-recipient will not use subcontractors or sub-sub-recipients to perform work under this Agreement without the express prior written consent of the State. The State reserves the right to complete a risk assessment on any proposed subcontractor or sub-sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-recipient will cause its subcontractors, sub-sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and sub-sub-recipients. The Sub-recipient is required to assist in this process as needed.
 - B. The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.
13. Sub-recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.
14. The Sub-recipient agrees to abide by all applicable provisions of the following:

Byrd Anti Lobbying Amendment (31 USC 1352); Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180); Drug-Free Workplace; Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; Drug Abuse Office and Treatment Act of 1972; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; Age Discrimination Act of 1975; Americans with Disabilities Act of 1990; Pro-Children Act of 1994; Hatch Act; Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended; Clean Air Act; Federal Water Pollution Control Act; Charitable Choice Provisions and Regulations; Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38; the Violence Against Women Reauthorization Act of 2013; and American Recovery and Reinvestment Act of 2009, as applicable; any other nondiscrimination provision in the specific statute(s) under which application for federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

15. The Sub-recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient review of any reimbursements made hereunder, including records and documents regarding applications, determination for eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. Sub-recipient's obligations above shall in no way limit the application of the additional record requirements outlined in Annex A – Sub-recipient Responsibilities Annex.
16. Pursuant to Executive Order 2020-01, for contractors, vendors, suppliers, or subcontracts with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this contract the Sub-recipient certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and have not taken other similar actions intended to limit its commercial relations, related to the subject matter of the contract, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this contract. The Sub-recipient further agrees to provide immediate written notice to the State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination.
17. This Agreement, together with all amendments and attachments hereto, is a public record. Subject to the provisions of SDCL 1-27 referenced below, the parties further agree that all supporting documentation for reimbursements under this Agreement is a public record, may be posted online by the State, and in any case will be made available upon

request to members of the public. Confidential information or information protected from disclosure under SDCL 1-27 may be removed or redacted from any posting.

18. Any notice or other communication required under this Agreement shall be in writing and sent to the addresses set forth above. Notices shall be given by and to **Liza Clark** on behalf of the State, and by and to **Michael Bartley** , on behalf of the Sub-recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
19. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.
20. In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision that would require or permit the application of another jurisdiction's substantive law. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
22. The State acknowledges this Agreement is authorized under the provisions of SDCL § 5-18A-9 and that per SDCL § 5-18D-21(6) this Agreement is exempt from the bidding provisions of SDCL §§ 5-18D-17 to 5-18D-20, inclusive.

[SIGNATURE PAGE FOLLOWS]

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

STATE

SUB-RECIPIENT

By:

By:

Liza Clark, Commissioner
Bureau of Finance and Management

Michael Bartley, Commission Chair
Brookings County

Date

Date

ANNEX A

**STATE OF SOUTH DAKOTA
BUREAU OF FINANCE AND MANAGEMENT**

**Sub-recipient Responsibilities Annex
Between**

**Brookings County
520 3rd Street, Suite 210
City, State, Zip**

**State of South Dakota
Bureau of Finance and Management
500 E. Capital Avenue
Pierre, SD 57501**

Referred to as Sub-recipient

Referred to as State

The State and Sub-recipient hereby enter into this Sub-recipient Responsibilities Annex (together with the Reimbursement Agreement, the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION

Information for the Federal Award Identification, as described in 2 CFR 200.331(a) may be inserted below or may be included in an attached Exhibit A and, if attached, is incorporated herein. In the event of a change in the award or funding source, the information inserted below or included in Exhibit A may change. Sub-recipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This Agreement shall be effective as provided for in Section 2 of the Reimbursement Agreement.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS (add an addendum if needed; if an addendum is used it is incorporated herein):

A. The Sub-recipient will undertake and complete the work or performance as described in Exhibit A.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of reimbursing costs incurred by Sub-recipient pursuant to the Coronavirus Relief Fund (Section 601 (a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("Cares Act")). The amounts are indicated in Exhibit A, line f.

5. RISK ASSESSMENTS, MONITORING AND REMEDIES

Risk assessments will be ongoing throughout the project period. Sub-recipient agrees to allow the State to monitor Sub-recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-recipient. In the event Sub-recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three -year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-recipient by the State, shall be retained in Sub-recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-recipient's established record retention policies.

All payments to the Sub-recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-recipient.

7. AUDIT REQUIREMENTS:

If Sub-recipient expends \$750,000 or more in federal awards during the Sub-recipient's fiscal year, the Sub-recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-recipient expends less than \$750,000 during any Sub-recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the 9th month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-recipient must be made available if needed and upon request at the Sub-recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2 CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION

By signing this Agreement, Sub-recipient attests to the following requirements as set forth in SDCL § 1-56-10:

- (A) A conflict of interest policy is enforced within the recipient's or Sub-recipient's organization;
- (B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or Sub-recipient's website;
- (C) An effective internal control system is employed by the recipient's or Sub-recipient's organization;
and
- (D) If applicable, the recipient or Sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or Sub-recipient's website.

Sub-recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

If Sub-recipient is a non-state agency they agree to disclose to the State, in writing, any conflicts of interest that exist under the Sub-recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the OpenSD website.

In the event of a significant change in the conflict of interest policy, Sub-recipient agrees to provide immediate notice of such change to the State and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT

The State will prepare the closeout documents for grants less than \$250,000, which will consist of a (1) signed request to close the grant from the subrecipient. The State will prepare the closeout documents for grants \$250,000 or more, consisting of (1) a signed request to close the grant from the subrecipient and (2) an accounting from the subrecipient of all costs expended in conjunction with the grant. The State will review the accounting for accuracy or necessary corrections and upon verification of accuracy the State will submit the closeout to the federal agency for final reconciliation. Whether or not audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to three years after the closeout. If either the final financial report or the final audit discloses an overpayment to the sub-recipient, the State may, at its option, either require the sub-recipient to repay the overpayment to the State or deduct the amount of overpayment from monies due the sub-recipient under this Agreement or under any other agreement between the sub-recipient and the State.

10. PROCUREMENT

Sub-recipient agrees to follow procurements standards as found in 2 CFR 200.317 through 2 CFR 200.326 and SDCL 5-18A.

11. COST PRINCIPLES:

Sub-recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

12. PROPERTY MANAGEMENT STANDARDS:

The sub-recipient agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a Federal grant.

13. LICENSING AND STANDARD COMPLIANCE:

The sub-recipient agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The sub-recipient will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Sub-recipient's failure to ensure the safety of all individuals served is assumed entirely by the Sub-recipient.

D. AUTHORIZED SIGNATURES:

[SIGNATURE PAGE FOLLOWS]

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

_____ Michael Bartley, Chairperson, Brookings County Commission	_____ Date
_____ Liza Clark, Commissioner, Bureau of Finance and Management	_____ Date

Exhibit A

FEDERAL AWARD IDENTIFICATION

- a. Sub-recipient's name (which must match the name associated with its DUNS number):
- b. Sub-recipient's DUNS number and unique entity identifier:
- c. Federal Award Identification Number (FAIN):
- d. Federal Award Date: March 27, 2020
- e. Sub-award Period of Performance: *March 1, 2020 to December 30, 2020*
- f. Amount of federal funds obligated to the sub-recipient by this agreement: To Be Determined
- g. Total amount of the federal funds obligated to the sub-recipient:
- h. Total amount of the federal award committed to the sub-recipient:
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows:

This grant is made for the purpose of reimbursing costs incurred by Sub-recipient pursuant to the Coronavirus Relief Fund (Section 601 (a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“Cares Act”).

- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

Awarding Agency: U.S. Department of the Treasury
Pass-through Entity: SD Bureau of Finance and Management
Contact Information: Monte R. Kramer
605-773-4743

- k. CFDA No(s) and Name(s): 21.019 – Coronavirus Relief Fund
- l. Is the grant award for research and development (R&D)? Yes ___ No X
- m. Indirect Cost Rate for federal award: Not Applicable

AMENDMENT 1

This is an amendment to the sub-recipient agreement #21SC091531 between Brookings County, 520 3rd Street, Suite 100, Brookings. SD 57006 and the South Dakota Department of Health.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION

Information for the Federal Award Identification, as described in 2 CFR 200.331 is inserted below. In the event of a change in the award of funding source, the information inserted below may change. Sub-Recipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

1.2

- a. Sub-recipient's name, City, State, and Zip +4: Brookings County, Brookings, SD 57006-3894
- b. Sub-Recipient's DUNS number /unique entity identifier: 028749724
- c. Federal Award Identification Number (FAIN): 213SD708W1003
- d. Federal Award Date: 10/01/2020
- e. Sub-award Period of Performance: 06/01/2020 to 5/31/2021
- f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance: \$544.00
- g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance: \$20,108.00
- h. Total Amount of Federal Award to the Sub-recipient for this period of performance: \$20,652.00
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: This agreement is made for the purpose of providing clerical services for the Woman, Infants and Children (WIC) Program in Brookings County and for providing rent for Central Office WIC Nutrition Coordinator. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through local agencies at no cost to eligible persons.
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: USDA Food and Nutrition Services, South Dakota Department of Health, and Emily Paulsen- Emily.Paulsen@state.sd.us
- k. CFDA No(s) and Name(s): 10.557 Special Supplemental Nutrition Programs for Women, Infants and Children
- l. Is the grant award for research and development (R&D)? YES _____ NO X
- m. Department of Health Indirect Cost Rate for federal award:
07/01/2019 to 06/30/2020 = 6.3%
07/01/2020 to 06/30/2021 = 6.10%

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

e.

xvii. Use state funds exclusively for:

a. WIC Clerical Services

- Funding is based on number of WIC participants receiving WIC benefits each month. Budget is based on the participation rates from January 2019 to December 2019.
- Per participant rate is set by the Central Office (FY2021 rate: June 2020- \$5.56; July 2020 to May 2021 - \$5.67). This rate is reviewed annually with yearly budget determination.
- The Central Office will generate payment and send to the Sub-Recipient based on WIC issued benefits per month.

b. WIC Clerical Training/Travel

- Funding for training time and travel time to training is based on State average clerical rate, including benefits (FY2021: June 2020 - \$18.29; July 2020 to May 2021- \$18.66). This rate is reviewed annually with yearly budget determination.
- Per diem, mileage and lodging for clerical staff attending WIC training, according to county policy, but not exceeding State rates.
- The Central Office will generate payment based on completed Monthly Expenditure Reports submitted by the Sub-Recipient.

c. WIC Other Expenses

- Office rent in amount of \$95.00 per month
- The Central Office will generate payment based on completed Monthly Expenditure Reports submitted by the Sub-Recipient.
- Monthly Expenditure Reports submitted by the Sub-Recipient.

f. If the State will undertake or complete any work or performance under this Agreement, it is described as follows:

- i. State will pay, upon State's satisfaction that the payments are in accordance with all terms of the contract, up to \$30,706.00. Expenditure claims are required prior to the initiation of any, and all payments. Expenditure claim documentation may include invoices for reimbursement; receipts of any goods or services purchased; purchase orders for supplies, equipment, etc.; and/or itemized budget details indicating how and the timeframe in which the funds will be used.

- ii. State will not pay Sub-recipient expenses as a separate item.
- iii. Travel expenses will be reimbursed up to state rates.
- iv. TOTAL CONTRACT AMOUNT (Not to Exceed) \$30,706.00. Payment will be made consistent with SDCL Ch. 5-26.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of providing clerical services for the Woman, Infants and Children (WIC) Program in Brookings County and for providing rent for Central Office WIC Nutrition Coordinator. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through local agencies at no cost to eligible persons.

Amount provided by State/Grantor is	\$30,706.00
Amount matched by Sub-Recipient	\$0
Total Grant Amount	\$30,706.00

Dollars provided by State consist of the following:

Non-Federal State dollars	\$0.00
Federal dollars	\$30,706.00

E. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by signing below.

Colleen Winter, Director Division of Family and Community Health Department of Health	Date	Sub-recipient Signature	Date
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Print or Type Sub-recipient Name

Kari J. Williams Administrator, Financial Management Department of Health	Date
---	------

State Agency Coding:

CFDA#	10.557
Company	2018
Account	5206570
Program	0904004
Fund Src-subfund	113WC
Dollar Total	\$30,706.00

State Program Contact Person	Emily Paulsen
Phone	605-773-4988
State Fiscal Contact Person	Contract Accountant
Phone	605 773-3361

Sub-Recipient Program Contact Person	_____
Phone	_____

Sub-Recipient Program Email Address	_____
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Sub-Recipient Fiscal Contact Person	_____
Phone	_____

Sub-Recipient Fiscal Email Address	_____
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Auditor Approval _____

#20-20

2 1 S C 0 9 _ _ _ _

STATE OF SOUTH DAKOTA
DEPARTMENT OF HEALTH
DIVISION OF FAMILY AND COMMUNITY HEALTH
Sub-Recipient Agreement
Between

Brookings County
C/O County Auditor
520 3rd St., Suite 100
Brookings, SD 57006

Referred to as Sub-Recipient

State of South Dakota
South Dakota Department of Health
Division of Family and Community Health
Office of Child and Family Services
600 East Capitol Avenue
Pierre SD 57501
(605) 773-3361

Referred to as State

The State and Sub-Recipient hereby enter into this agreement (the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION

Information for the Federal Award Identification, as described in 2 CFR 200.331 is inserted below. In the event of a change in the award of funding source, the information inserted below may change. Sub-Recipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

1.1 Subrecipient Information:

- a. Sub-recipient's name, City, State, and Zip +4: Brookings County, Brookings SD 57006-3894
- b. Sub-Recipient's DUNS number /unique entity identifier: 028749724
- c. Federal Award Identification Number (FAIN): 203SD708W1003
- d. Federal Award Date: 10/01/2019
- e. Sub-award Period of Performance: 06/01/2020 to 05/31/2021
- f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance:
\$ 10,054.00
- g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance:
\$0.00
- h. Amount of Federal Award to the Sub-recipient for this period of performance: \$ 10,054.00
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: This agreement is made for the purpose of providing clerical services for the Women, Infants and Children (WIC) Program in Brookings County and for providing rent for Central Office WIC Nutrition Coordinator. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through local agencies at no cost to eligible persons.
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: USDA Food and Nutrition Services, South Dakota Department of Health, and Emily Paulsen – Emily.Paulsen@state.sd.us.
- k. CFDA No(s) and Name(s): 10.557 Special Supplemental Nutrition Programs for Women, Infants and Children

- l. Is the grant award for research and development (R&D)? YES _____ NO X
- m. Department of Health Indirect Cost Rate for federal award: 07/01/2019 to 06/30/2020 = 6.3%
07/01/2020 to 06/30/2021 = 6.10%

1.2 Subrecipient Information:

- a. Sub-recipient's name, City, State, and Zip +4: Brookings County, Brookings SD 57006-3894
- b. Sub-Recipient's DUNS number /unique entity identifier: 028749724
- c. Federal Award Identification Number (FAIN): 213SD708W1003
- d. Federal Award Date: 10/01/2020
- e. Sub-award Period of Performance: 06/01/2020 to 05/31/2021
- f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance:
\$ 20,108.00
- g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance:
\$0.00
- h. Amount of Federal Award to the Sub-recipient for this period of performance: \$ 20,108.00
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: This agreement is made for the purpose of providing clerical services for the Women, Infants and Children (WIC) Program in Brookings County and for providing rent for Central Office WIC Nutrition Coordinator. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through local agencies at no cost to eligible persons.
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: USDA Food and Nutrition Services, South Dakota Department of Health, and Emily Paulsen – Emily.Paulsen@state.sd.us
- k. CFDA No(s) and Name(s): 10.557 Special Supplemental Nutrition Programs for Women, Infants and Children
- l. Is the grant award for research and development (R&D)? YES _____ NO X
- m. Department of Health Indirect Cost Rate for federal award: 07/01/2019 to 06/30/2020 = 6.3%
07/01/2020 to 06/30/2021 = 6.10%

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective on June 1, 2020 and will end on May 31, 2021, unless sooner terminated pursuant to the terms hereof.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

- a. Sub-recipient is not a full or part-time employee of State or any agency of the state of South Dakota.
- b. Sub-recipient, as an independent contractor, is solely responsible for the withholding and payment of applicable income and Social Security taxes due and owing from money received under this contract.
- c. Sub-recipient may use the following equipment, supplies or facilities owned by the state of South Dakota:

The Sub-Recipient will use a state owned, personal computer and, if the Sub-Recipient is able to demonstrate to the State's satisfaction that general office equipment and general office supplies are not available, the State will provide such office equipment and supplies, including but not limited to, a desk, chair, filing cabinet and general office supplies. No State facilities will be used by the Sub-Recipient in fulfillment of this contract.

- d. Sub-recipient will not purchase capital assets or equipment using State funds.

- e. The Sub-Recipient will undertake and complete the work or performance described as:
- i. Assist and support State in complying with Federal Funding Accountability and Transparency Act (FFATA) requirements by providing any and all information the State must report to be compliant with FFATA. More information about FFATA reporting requirements can be found at www.fsrs.gov.
 - ii. Indemnify and hold harmless State for any amount of costs for non-compliance with FFATA requirements due to Sub-recipient non-compliance or failure to comply with provision IV. (E) (i) above. Sub-recipient understands and agrees that it is liable to State for any costs determined to be not allowed by the United States government for non-compliance with FFATA requirements due to Sub-recipient's failure to supply State with any requested information necessary to comply with FFATA.
 - iii. Will comply with the terms and conditions of the Child Nutrition Act of 1966 which WIC is section 1786: https://fns-prod.azureedge.net/sites/default/files/CNA_1966_12-13-10.pdf. The Healthy, Hunger-Free Kids Act of 2010 <https://www.gpo.gov/fdsys/pkg/PLAW-111publ296/pdf/PLAW-111publ296.pdf> and 7 CFR 246 <https://www.ecfr.gov/cgi-bin/text-idx?SID=a42889f84f99d56ec18d77c9b463c613&node=7:4.1.1.1.10&rgn=div5>
 - iv. Provide clerical services for the Women, Infants, and Children (WIC) Program in compliance with federal regulations and State's WIC Policy and Procedure Manual, including ongoing WIC Program memo and policy revisions. This includes determining income, residency and identity of current potential participants.
 - v. Hire and manage employees to complete the job roles and responsibilities outlined in this contract and in section 1.06H of the policy and procedure manual located at <https://sdwic.org/wp-content/uploads/1.06HClerical.pdf>
 - vi. Allow all new WIC clerical employees to attend and participate in new employee training as stipulated by the WIC Program. This will include overnight travel for the SD WIC-IT training.
 - vii. Allow WIC clerical employees to attend and participate in required annual training to remain effective/efficient in their current roles.
 - viii. Make appropriate facilities available for WIC services to participants within the county.
 - ix. Refer potential applicants to the WIC Program and inform applicants of health services available.
 - x. Safeguard and maintain the confidentiality of applicants and participants and protect records from loss or use by unauthorized persons.
- Sub-recipient further agrees that the contents of WIC records shall not be disclosed to anyone other than persons directly connected with the administration or enforcement of the program. Person's directly connected with the administration or enforcement of the program whom the State Agency determines has a need to know the information for program purposes is outlined in the SD WIC Policy and Procedure Manual 1.09. The manual is located at <https://sdwic.org/knowledge/policy-and-procedure-manual/>
- xi. Maintain complete, accurate, documented and current accounting of all program funds received and expended.
 - xii. Provide on or around 7th of month the Monthly Expenditure Report for expenses (when applicable). (See Attachment A)

- xiii. Maintain and have available for the State's review and audit, all documentation associated with administering this contract. All WIC participants files are property of the State.
- xiv. In absence of clerical staff, work with another County on scheduling and reimbursement.
- xv. Per executive Order 2014-11, all employees providing WIC services must have a flu vaccination by December 1st of each year.
- xvi. Comply with State of South Dakota Cyber-Security requirements and policies found at <https://bhr.sd.gov/policies-forms/BHRCyberSecurityAwarenessFINAL04092019.pdf> to include any mandatory trainings for any individuals who have a state email account/address.
- xvii. Use State funds exclusively for:

a. WIC Clerical Services

- Funding is based on number of WIC participants receiving WIC benefits each month. Budget is based on the participation rates from January 2019 to December 2019.
- Per participant rate is set by the Central Office (FY2021 rate - \$5.56). This rate is reviewed annually with yearly budget determination. *July 2020 - May 2021 5.67*
- The Central Office will generate payment and send to the Sub-Recipient based on WIC issued benefits per month.

b. WIC Clerical Training/Travel

- Funding for training time and travel time to training is based on State average clerical rate, including benefits (FY2021- \$18.29). This rate is reviewed annually with yearly budget determination. *July 2020 - May 2021 18.66*
- Per diem, mileage and lodging for clerical staff attending WIC training, according to county policy, but not exceeding State rates.
- The Central Office will generate payment based on completed Monthly Expenditure Reports submitted by the Sub-Recipient.

c. WIC Other Expenses

- Office rent in amount of \$95.00 per month
- The Central Office will generate payment based on completed Monthly Expenditure Reports submitted by the Sub-Recipient.

f. If the State will undertake or complete any work or performance under this Agreement it is described as follows:

- i. State will pay, upon the State's satisfaction that the payments are in accordance with all terms of the contract, up to, up to \$30,162.00. Expenditure claims are required prior to the initiation of any and all payments. Expenditure claim documentation may include: invoices for reimbursement; receipts of any goods or services purchased; purchase orders for supplies, equipment, etc.; and/or itemized budget details indicating how and the timeframe in which the funds will be used. *30,706*
- ii. State will not pay Sub-recipient expenses as a separate item.
- iii. Travel expenses will be reimbursed at state rates.
- iv. TOTAL CONTRACT AMOUNT (Not to Exceed) \$30,162.00. Payment will be made consistent with SDCL Ch. 5-26.

- v. State will not be held liable for reimbursement of amounts shown on an itemized billing if not received within 30 calendar days from the close of the month being reported. However, the final invoice of the State of South Dakota fiscal year, ending every year on June 30th, shall be submitted no later than June 9th so payment may be made in the same Fiscal Year as the services are provided.
- vi. State agrees to:
 - a. Administer the WIC Program in accordance with federal regulations and United States Department of Agriculture (USDA), Food and Nutrition Services and the policies and procedures established by the State governing the WIC Program.
 - b. Provide adequate training to staff and capabilities to operate the WIC Program at the local level including:
 - providing the Sub-recipient's clerical personnel with access to WIC Policy and Procedure Manual, on-going WIC Program memos/policy revisions and scheduled Program Trainings.
 - answering Sub-recipient clerical personnel's questions regarding the above described Manual and reviewing Sub-recipient clerical personnel's work for the purpose of ensuring compliance with federal WIC guidelines.
 - c. Establish a food delivery system so qualified local retailers may be authorized to provide foods locally to participants.
 - d. Develop the annual State Plan as required by Federal WIC regulation for WIC program operation and administration.
 - e. Establish a financial management system and comply with fiscal requirements prescribed by Food and Nutrition Services guidelines and instructions.
 - f. Provide monthly payment to the Sub-recipient based on number of participants issued WIC benefits each month.
 - g. Provide monthly payment for contract period for expenses incurred and reported on the Monthly Expenditure Report (see Attachment A). This includes payment for training of clerical staff.
 - h. Provide fiscal and administrative management, including participating in the supervision and evaluation of county staff provided by the contract, to ensure efficient utilization of the resources of both parties.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of providing clerical services for the Woman, Infants and Children (WIC) Program in Brookings County and for providing rent for Central Office WIC Nutrition Coordinator. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through local agencies at no cost to eligible persons.

Amount provided by State/Grantor is	\$30,162.00
Amount matched by Sub-Recipient	\$ 0.00
Total Grant Amount	\$30,162.00

30,162.00

Dollars provided by State consist of the following:

Non-Federal State dollars	\$ 0.00
Federal dollars	\$30,162.00

5. RISK ASSESSMENTS, MONITORING AND REMEDIES

Risk assessments will be ongoing throughout the project period. Sub-Recipient agrees to allow the State to monitor Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-Recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-Recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three -year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-Recipient by the State, shall be retained in Sub-Recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If Sub-Recipient expends \$750,000 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-Recipient expends less than \$750,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the ninth month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-Recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

8. CLOSEOUT

- a. The state will provide the sub-recipient a closeout letter after the period of performance end data.

B. STANDARD CLAUSES

1. ASSURANCE REQUIREMENTS:

The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbng Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

2. COST PRINCIPLES:

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

3. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

4. RESTRICTION OF BOYCOTT OF ISREAL

Pursuant Executive Order 2020-01, for contractors, vendors, supplies, or subcontracts with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this contract Consultant certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and have not taken other similar actions intended to limit its commercial relations, related to the subject matter of the contract, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for State to terminate this contract. Consultant further agrees to provide immediate written notice to State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination.

5. FUNDING:

This contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this

Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

6. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

7. CONTROLLING LAW:

This Contract shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

8. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

9. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

10. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Sub-Recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

11. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient will not use subcontractors or other sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-Recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its subcontractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and sub-recipients. The Sub-Recipient is required to assist in this process as needed.

12. STATE'S RIGHT TO REJECT

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

13. CONFLICT OF INTEREST:

Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.

14. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-Recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

C. AGENCY OR GRANT SPECIFIC CLAUSES

1. This agreement is exempt from the request for proposal process.
2. Does this agreement involve Protected Health Information (PHI)? YES (X) NO ()
 - a. Sub-recipient is a Business Associate of the Department of Health pursuant to requirements of the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act §§ 13400-13424, 42 U.S.C. §§ 17921-17954 (2009). State's Administrative Policies and Procedures Statement No. 24, as modified from time to time during the term of this agreement, is incorporated by reference and made a part of this agreement as if fully set forth herein.

Privacy and Security Requirements

- i. As a Business Associate, Sub-recipient agrees:
 - a) to be subject to and follow all HIPAA provisions found in 45 CFR 160 and 45 CFR 164, including any potential penalties and/or other consequences relating to a failure to comply with such requirements.
 - b) to use or disclose any Protected Health Information (PHI) solely:
 - 1) to meet its obligations in this and any other agreements with State;
 - 2) as required by applicable law, rule or regulation; and

- 3) as permitted by HIPAA, and any amendments to HIPAA, and subject in particular to limits set forth in 45 CFR § 164.514 (e) (2) (limited data sets) and 45 CFR § 164.502(b) (minimum necessary disclosure requirements);
 - c) to return or destroy all PHI received from, created, or received on behalf of State, at termination of this agreement, or upon request of the DOH, whichever occurs first, or, if such return or destruction is not feasible, to extend the protections of this agreement to the information and limit further uses and disclosures of such PHI;
 - d) to ensure that its agents, including a subcontractor for which Sub-recipient has received prior written consent from State pursuant to "Standard Clauses" section 11 to whom it provides PHI received from or created by Sub-recipient on behalf of State, agrees to the same restrictions and conditions applicable to Sub-recipient, and agrees to implement reasonable and appropriate safeguards to protect all Electronic Protected Health Information (EPHI). Sub-recipient also agrees to create and enforce business associate agreements (BAAs) with any and all subcontractors and to monitor such subcontractors for compliance with HIPAA provisions and to take reasonable steps to ensure that its employees' actions or omissions do not cause a breach of the terms of this agreement;
 - e) to notify State of any discovery or a breach of unsecured PHI as defined in the HITECH Act or accompanying regulations pursuant to the terms of 45 CFR § 164.410 and cooperate in State's breach analysis procedures, if requested. A breach shall be treated as discovered by Sub-recipient as of the first day on which such breach is known, or, by exercising reasonable diligence, would have been known, and requires notification to State without unreasonable delay and in no event later than thirty (30) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and
 - f) to comply with all requirements pursuant to the HITECH Act and its implementing regulations, and all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii). Sub-recipient will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act and without a valid authorization from the applicable individual. Sub-recipient will not engage in any communication which might be deemed to be "marketing" under the HITECH Act, and will comply with all applicable security requirements in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.
- ii. Notwithstanding the prohibitions set forth in this agreement, Sub-recipient may use and disclose PHI if necessary for its proper management and administration or to carry out its legal responsibilities, provided the following requirements are met:
- a) the disclosure is required by law; or
 - b) reasonable assurances are obtained from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed. Such person shall notify Sub-recipient of any instances of which it is aware in which the confidentiality of the information has been breached.
- iii. Availability of PHI
- Sub-recipient further agrees:
- a) to comply with any request for restrictions on certain disclosures of PHI pursuant to 45 CFR § 164.522, as agreed by State and with notice to Sub-recipient;
 - b) to make PHI available for purposes of accounting of disclosures, as required by 45 CFR § 164.528 and Section 13405(c)(3) of the HITECH Act; and

c) to cooperate in providing any accounting required on a timely basis.

3. PROPERTY MANAGEMENT STANDARDS:

The Sub-Recipient agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a Federal grant.

4. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding the State's rules, regulations and policies to the Sub-Recipient and to assist in the correction of problem areas identified by the State's monitoring activities.

5. LICENSING AND STANDARD COMPLIANCE:

The Sub-Recipient agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The Sub-Recipient will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Sub-Recipient's failure to ensure the safety of all individuals served is assumed entirely by the Sub-Recipient.

6. WORK PRODUCT:

Sub-Recipient hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, state proprietary information, state data, end user data, Personal Health Information as defined in 45 CFR 160.103, and all information contained therein provided to the State by the Sub-Recipient in connection with its performance of service under this Agreement shall belong to and is the property of the State and will not be used in any way by the Sub-Recipient without the written consent of the State.

Paper, reports, forms software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State none the less reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Sub-Recipient agrees to return all information received from the State to State's custody upon the end of the term of this contract, unless otherwise agreed in a writing signed by both parties.

7. IT STANDARDS:

Any software or hardware provided under this agreement will comply with state standards which can be found at <http://bit.sd.gov/standards/>.

8. HOLD HARMLESS:

The Sub-Recipient agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Sub-Recipient to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

9. INSURANCE:

Before beginning work under this Agreement, the Sub-Recipient shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Sub-Recipient, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Sub-Recipient agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Sub-Recipient shall furnish copies of insurance policies if requested by the State.

A. Commercial General Liability Insurance:

The Sub-Recipient shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Business Automobile Liability Insurance:

The Sub-Recipient shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$ 0 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

C. Worker's Compensation Insurance:

The Sub-Recipient shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

D. Professional Liability Insurance:

The Sub-Recipient agrees to procure and maintain professional liability insurance with limit not less than \$ 0.

10. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Sub-Recipient by the State. Sub-Recipient acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Sub-Recipient shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Sub-Recipient is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Sub-Recipient shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Sub-Recipient; (ii) was known to Sub-Recipient without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Sub-Recipient without the benefit or influence of the State's information; (v) becomes known to Sub-Recipient without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides

services of any kind. Sub-Recipient understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State of the information disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the agreement except as required by applicable law or as necessary to carry out the terms of the agreement or to enforce that party's rights under this agreement. Sub-Recipient acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws, including but not limited to posting this Agreement on the State's website. If work assignment performed in the course of this Agreement required security requirements or clearance, the Sub-Recipient will be required to undergo investigation.

Sub-recipient acknowledges that the State shares general information, including performance information, about Sub-recipient among and between other State agencies upon request of such agencies for the purpose of making determinations of the risk involved with potential, subsequent grant awards and for other purposes. Sub-recipient expressly consents and agrees to such uses by the State.

11. FEDERAL AND STATE LAWS:

Sub-Recipient agrees that it will comply with all federal and state laws, rules, and regulations that may apply to the provision of services pursuant to this contract, including the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendment thereto, Section 306 of the Clean Air Act, and Section 508 of the Clean Water Act. Both parties further agree to provide services covered by this contract without regard to race, color, national origin, sex, age or disability as provided by state or federal law.

12. REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE:

Sub-Recipient agrees to report promptly to State any event encountered in the course of performance of this contract which results in injury to the person or property of third parties, or which may otherwise subject Sub-Recipient or State to liability. Reporting to State under this section does not satisfy Sub-Recipient's obligation to report any event to law enforcement or other entities as required by law.

13. FORCE MAJEURE:

Neither Sub-Recipient nor State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract, "force majeure" means acts of God, acts of the public enemy, acts of the State and any governmental entity in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather.

14. CONTRACT ORIGINAL AND COPIES:

An original of this contract will be retained by the State Auditor's Office. A photocopy will be on file with the South Dakota Department of Health and a second original will be sent to Sub-Recipient.

15. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

16. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

17. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

D. SUB-RECIPIENT ATTESTATION

By signing this Agreement, Sub-Recipient attests to the following requirements as set forth in SDCL § 1-56-10:

- A. A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;
- B. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;
- C. An effective internal control system is employed by the recipient's or sub-recipient's organization; and
- D. If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

In the event of a significant change in the conflict of interest policy, sub-recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

Furthermore, pursuant to SDCL § 1-56-10, if a conflict of interest is identified as outlined by your organization's conflict of interest policy, you are required to disclose the conflict to the Department of Health for display on the website created pursuant to SDCL § 1-27-45.

THE FOLLOWING MUST BE COMPLETED BY THE SUB-RECIPIENT:

- 1) Is your organization required to file the Internal Revenue Service Form 990? Yes No

If you answered "YES," in the space provided below, please provide the link to your website where this information can be found.

- 2) Is your organization subject to compliance with the federal Single Audit Act? Yes No

If you answered "YES," in the space provided below, please provide the link to your website where the audits can be found.

- 3) Have any conflicts of interest been identified pursuant to your organization's conflict of interest policy?
 Yes No

If you answered "YES," in the space provided below, please list any and all identified conflicts of interests.

E. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by signing below.

Colleen Winter, Director Division of Family and Community Health Department of Health	Date		Date	5/5/2020
		Michael Bartly	Print or Type Sub-recipient Name	

Kari J. Williams Administrator, Financial Management Department of Health	Date
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State Agency Coding:

CFDA#	10.557			
Company	2018	1000	1000	1000
Account	5206570	5206570	5206570	5206570
Program	0904004	0901001	0901001	0901001
Fund Src-subfund	113WC			
Dollar Total	\$30,162.00			

\$ 30,706.00

State Program Contact Person Emily Paulsen
 Phone 773-4988

State Fiscal Contact Person Contract Accountant
 Phone 605 773-3361

Sub-Recipient Program Contact Person _____
 Phone _____
 Sub-Recipient Program Email Address _____
 Sub-Recipient Fiscal Contact Person _____
 Phone _____
 Sub-Recipient Fiscal Email Address _____

Auditor Approval _____

Attachment A

FY21 6.1.20 - 5.31.21 SD DEPARTMENT OF HEALTH-WIC PROGRAM MONTHLY EXPENDITURE REPORT

WIC LOCAL AGENCY (County Name): Brookings County Contract #: 21SC090531
 TOTAL CONTRACT BUDGET: \$ 30,162.00 MONTH/YEAR SERVICES PROVIDED: June 2020

ACTUAL EXPENDITURES FOR REPORTING MONTH

Note: Meals can't exceed state rates		Leave before	Return after	Mileage can't exceed state rate of \$.42 per mile	Lodging: Includes actual cost of lodging up to a maximum of: \$55 plus tax per day June 1- June 30 \$75 plus tax per day July 1-May 31
\$6	Breakfast	5:31 AM	7:59 AM		
\$14	Lunch	11:31 AM	12:59 PM		
\$20	Dinner	5:31 PM	7:59 PM		

CLERICAL TRAVEL TIME TO COVER ANOTHER CLINIC (113WC)				Mileage	Miles	Rate	Total
Site	Travel Hours	Rate Per Hr.	Total				\$ -
		\$ 18.29	\$ -				
		\$ 18.29	\$ -				
		\$ 18.29	\$ -				
Total			\$ -				

# of Trips to clinic		TOTAL CLINIC TRAVEL EXPENSES	\$ -
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CLERICAL TRAINING EXPENSES (113WC)				Mileage	Miles	Rate	Total
Staff Name	Hrs. Traveled & Training Time	Rate per Hour	Total				\$ -
		\$ 18.29	\$ -				
		\$ 18.29	\$ -				
		\$ 18.29	\$ -				
Total			\$ -				

Meals	Total	Lodging	Total

NOTE: Training MUST be reported in SDWIC-IT before submitting expenses.

Only 50% of total costs of BIT training for those who failed security test can be charged to WIC (50% paid only 1 time per person Training covering topics outside of WIC: Figure % of training that pertains to WIC and multiple that % by the total training cost.

List Training title, place & dates attended. If Regional training, list % of training costs charged to WIC:

TOTAL CLERICAL TRAINING EXPENSES: \$ -

CLERICAL SDWIC-IT FOCUS EXPENSES (113WCS)				Mileage	Miles	Rate	Total
Staff Name	Hrs. Traveled, meeting & Testing	Rate	Total				\$ -
		\$ 18.29	\$ -				
		\$ 18.29	\$ -				
Total			\$ -				

Meals	Total	Dates of Meeting/Testing

TOTAL SDWIC-IT FOCUS EXPENSES: \$ -

OTHER EXPENSES (SPECIFY): Rent

TOTAL MONIES TO BE REIMBURSED \$ -

I hereby certify the above expenses were incurred in activities approved under the contract with the S.D. Department of Health

Health Professional Signature _____ Date _____ Regional Manager Signature _____ Date _____

County Auditor Signature _____ Date _____

Rev. 6/20	For Central Office Use:	113WC \$ -	113WCS \$ -	Total \$ -
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Brookings City & County Government Center Custodial Services
 BID TAB
 BID OPENING: 06/9/2020, 1:30 PM, CITY & COUNTY GOVERNMENT CENTER

	Mardsen Bldg Maintenance LLC 101 South Reid Street Sioux Falls, SD 57104 605-370-0365	ISS Facility Services 3506 N Casco Ave Sioux Falls, SD 57104 605-335-7001		
Required bid submittals				
Insurance Certificate Provided:	YES	YES		
BID AMOUNT	\$4,366.90/mo	\$3,875/mo		
NOTES				

BROOKINGS CITY AND COUNTY GOVERNMENT CENTER
CUSTODIAL CONTRACT GENERAL SPECIFICATIONS

I) General

The Brookings City & County Government Center is located at 520 Third Street in Brookings, SD. Custodial services are to be provided to the interior of the building on floors one, two, and three. No cleaning services will be needed for the basement. The three floors include approximately 50,000 square feet.

II) Insurance requirements

The successful contractor will not be an employee of the City or County of Brookings and will pay all applicable taxes and provide proof of insurance (liability, workers compensation) for itself and its employees. Insurance requirements include General Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate, naming the City and County as additional insured, with said insurance coverage to include owner/operator coverage. Contractor agrees to keep the insurance in full force and effect during the term of the contract. Contractor will be required to provide proof of insurance with initial proposal, and may be required to provide such proof at any time during the contract period.

III) Sub-contractor

Under no circumstances will sub-letting, sub-contracting, leasing, or transfer of services be allowed.

IV) Background requirements

Any personnel assigned to cleaning duties within the States Attorney office must complete a criminal history background investigation including the submission of fingerprints as per federal mandates concerning exposure to criminal history record information. Persons with felony convictions will not be allowed within the State's Attorney office suite.

V) Hours of service

Services may be performed between the hours of 5:00 p.m. and 7:00 a.m. daily. Specific hours will be determined by mutual agreement of Owner and contractor. For security reasons, the building needs to remain locked during hours the service is being performed except by prior arrangements for evening public meetings. No cleaning shall be done in meeting areas or access areas such as hallways to meeting areas, prior to meetings or when meetings are occurring.

VI) Responsibility of custodial service owner

The owner/supervisor shall be on the job regularly and be active in the oversight, supervision, and inspection of the custodial process. The service provider owner will be expected by the building owner to be responsive to address concerns and insist on a high degree of service quality. After initial training, the Owner's representative shall provide training on the proper use of chemicals, supplies, and equipment to custodial staff resulting from personnel changes and staff turnover. (See item VIII)

VII) Owner-provided supplies

The Owner will provide all equipment and cleaning supplies such as soap, towels, disinfectants, vacuum cleaners, utility carts, cleaning agents, toilet paper, trash can liners. Cleaning personnel will be instructed by the Owner's representative on the use of certain cleaning agents on specific surfaces. Cleaning personnel shall maintain an inventory of cleaning supplies that need to be replenished by the building owner; and forward such list from time to time to the owner for ordering. Owner will provide job cards that will provide daily, weekly, and monthly cleaning task organization.

VIII) In-service training provided by Owner

The Owner's representative will provide an initial, mandatory, in-service training to all employees of the contractual service on proper use of cleaning chemicals, supplies, and use of equipment, and other procedures. A written reference list will also be provided. Custodial service owner shall be responsible for subsequent training of employees due to employee turnover and personnel changes. (See item VI)

IX) Compensation/payment to Contractor

Payment will be made to contractor (ISS Facility Services) in the amount of \$3,875.00 per month. Payment will be monthly at the beginning of the next month.

X) Contract term

This contract shall be in effect for 24 months, from August 1, 2020 through July 31, 2022. The Owner may extend the contract term with up to two (2) additional one (1) year extension options with a max contract length of four (4) years. The Owner may terminate the contract at any time during the contact term only for just cause related to performance. The Owner shall give the contractor a reasonable opportunity to remedy and cure unsatisfactory performance prior to termination.

XI) Scope of Services

Daily cleaning:

- 1) Empty all trash containers excluding recycle bins. Place trash in appropriate dumpster. Replace receptacle liner if necessary.
- 2) Damp wipe counters and tables in meeting rooms, break rooms, and copy-machine service rooms.
- 3) Clean and disinfect sinks in meeting rooms, council/board chambers, and break rooms.
- 4) Damp wipe all hand rails with appropriate disinfectant cleaner.
- 5) Clean and disinfect drinking fountains.
- 6) Spot clean glass including all office door glass, door sidelight glass, and partition glass.
- 7) Check carpet for any spills. Spot clean spill and leave note for day maintenance person.
- 8) Spot clean interior of elevator. Spot clean interior and exterior of stainless steel doors with appropriate cleaner. Spot clean remaining interior wall surfaces. Vacuum floor.
- 9) Spot vacuum all carpeted surfaces with back pack vacuum.
- 10) Vacuum main exposed stairwell.
- 11) Check all stairwells. Spot vacuum if necessary.
- 12) Dust, mop or sweep all hard floor surfaces except terrazzo common areas.
- 13) Wet mop hard floor surfaces with appropriate cleaner.
- 14) Although the main lobby terrazzo area is excluded from daily cleaning, you will be required to monitor the area and clean obvious spills or pick up debris.
- 15) Secure building at completion of daily cleaning shift. If there are no evening public meetings where the public doors need to be open, keep exterior doors locked during shift.

Restrooms:

- 1) Empty trash containers and replace liner if necessary. Empty sanitary napkin receptacle and replace liner. Restock all soap, toilet tissue, and towel dispensers. Spot clean dispensers.
- 2) Sweep floors.
- 3) Disinfect all surfaces, toilets, urinals, sinks, counters, ledges using appropriate cleaner. Wipe excess water from surfaces where needed.
- 4) Clean mirrors and partitions.
- 5) Clean door push plates and door handles.

Entryways:

- 1) Vacuum with back pack vacuum.
- 2) Clean entry door glass.
- 3) Clean and disinfect push plates, grab bars, and door handles.
- 4) Spot clean sidelight glass.
- 5) Wet mop with appropriate cleaner.

Weekly cleaning:

- 1) Completely vacuum all carpeted areas.
- 2) Vacuum emergency stairwells.
- 3) Dust all horizontal surfaces within reach. This would typically include stair railings and spindles, counters, ledges, and office desk tops. Desk tops will be done only if requested and personal belongings have been cleared from area to be cleaned.
- 4) Completely clean interior and exterior of stainless steel elevator doors. Wipe down interior walls of elevator.
- 5) Remove water and mineral deposits from break area, meeting rooms, and council/board chamber sinks and drinking fountains; and all stools, urinals and restroom sinks using appropriate phosphoric acid cleaner.
- 6) Replace entryway carpet runners if necessary. (Runners provided by others.)

Exclusions:

- 1) Cleaning and maintenance of terrazzo floor area.
- 2) Carpet extraction cleaning.
- 3) Exterior site maintenance.
- 4) Lower level of the building.
- 5) Washing any dirty dishes left in sinks.
- 6) Vestibule carpet runners will be provided by others.

City of Brookings:

Contract Service:

Date: _____

ATTEST:

County of Brookings:

Date: _____

ATTEST:

Brookings County Finance Office

520 3rd Street, Suite 100

Brookings, SD 57006

Phone: 605-696-8250

www.brookingscountysd.gov



June 22, 2020

Commissioners-

Brookings County currently has a 3-Year Agreement with ES&S (Election Systems & Software, LLC). This is the company who provides us our Ballot Layout, Coding and Programming.

Attached for you is the Agreement that was approved in 2017. What you will be taking action on is the First Amendment to the Agreement, which extends the Agreement for another 3 years. The Agreement would take effect April 18, 2020.

States Attorney Dan Nelson has reviewed the Agreement. My recommendation would be to continue with ES&S for another 3 years.

Thank you,

A handwritten signature in black ink that reads "Jenna Byrd". The signature is written in a cursive style.

Jenna Byrd
Senior Finance Assistant
Brookings County

FIRST AMENDMENT TO AGREEMENT

This First Amendment ("Amendment") shall be deemed a material part of that certain Election Services Agreement by and between Election Systems & Software, LLC, a Delaware limited liability company ("ES&S") and **Brookings County, South Dakota** ("Customer") dated **April 18, 2017** ("Agreement"). The terms of this Amendment shall modify and supersede any and all inconsistent terms of the Agreement. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, ES&S and Customer entered into the Agreement under which ES&S will be performing certain services for Customer;

WHEREAS, both ES&S and Customer wish to amend the Agreement with respect to said services in order to extend the Term of the Agreement.

WHEREAS, the Agreement is a valid and subsisting agreement between ES&S and Customer and both parties shall continue to be bound by the terms and conditions of the Agreement not otherwise amended herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby specifically incorporated into, and deemed a material part of, this Amendment.

2. **Term; Termination.** Section 6 of the Agreement is hereby deleted in its entirety and replaced with the following:

6. **Term; Termination.** This Agreement shall be in effect for a **Three (3) Year Period beginning on April 18, 2020** (the "Term"). This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within thirty (30) days after it receives written notification thereof from the non-breaching party.

3. **Continuing Validity of Agreement.** Except as specifically set forth in this Amendment, all remaining terms and conditions of the Agreement shall remain in full force and effect.

EXECUTED as of the _____ day of _____, 2020.

ELECTION SYSTEMS & SOFTWARE, LLC

BROOKINGS COUNTY, SOUTH DAKOTA

By: _____

By: _____

Its: _____

Its: _____

#17-27

ELECTION SYSTEMS & SOFTWARE, LLC
ELECTION SERVICES AGREEMENT

This Agreement is made as of the date it is executed by the last of the parties named below (the "Effective Date"),

BETWEEN: ELECTION SYSTEMS & SOFTWARE, LLC, a Delaware Limited Liability Company ("ES&S")

AND: BROOKINGS COUNTY, SOUTH DAKOTA ("Customer")

RECITALS:

A. Customer has agreed to purchase certain election-related services from ES&S for use in (the "Jurisdiction"). The terms and conditions under which such services shall be provided are set forth in the GENERAL TERMS attached hereto.

B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):

X Exhibit A Summary of Services)

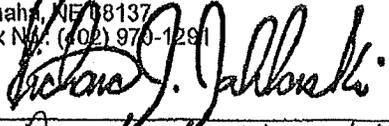
X Exhibit B (Ballot Layout, Coding, and Voice File Services)

X Exhibit C (Ballot Printing Services)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the GENERAL TERMS and the terms and conditions set forth in each Exhibit.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota.
- Represents and warrants to the other party that as of its signature date indicated below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC
1208 John Galt Boulevard
Omaha, NE 68137
Fax No.: (402) 970-1291



Signature

Richard J. Jablonski

Name (Printed or Typed)

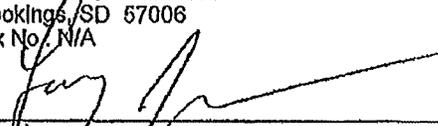
VP of Finance

Title

4/18/17

Date

BROOKINGS COUNTY, SOUTH DAKOTA
520 3rd Street - Suite 100
Brookings, SD 57006
Fax No. N/A



Signature

Larry Jensen

Name (Printed or Typed)

Chairman

Title

4-18-17

Date

**ARTICLE I
GENERAL TERMS AND CONDITIONS**

1. **Consideration.** The consideration to be paid by Customer to ES&S for the services provided hereunder is set forth on the accompanying exhibits.

2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. Any action by Customer against ES&S must be commenced within one (1) year after the cause of action has accrued. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the services to achieve Customer's intended results; and (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform.

3. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement, but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 3, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

4. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

5. **Exclusive Service Provider.** Customer hereby agrees to purchase the products and services set forth on Exhibits B-C attached hereto from ES&S for the Term of this Agreement at the pricing set forth on each applicable Exhibit. Customer's agreement to purchase all of such products and services from ES&S for the entire Term entitles Customer to receive the preferred pricing for each product or service as provided herein. Customer understands, acknowledges and agrees that ES&S' fees for the services as set forth on the accompanying exhibits are based upon a contractual commitment by Customer to subscribe for and purchase such services for the entire Term and (b) the descriptions of such services in the accompanying exhibits. In the event that Customer changes its commitment to a period that is less than the Term of this Agreement for any reason other than a termination for cause pursuant to Article I, Section 6, of this Agreement, or purchases any such products or services from a provider other than ES&S, or does not pay for such products or services provided by ES&S pursuant to the payment terms in Exhibit A during the Term, Customer hereby agrees to promptly pay a balance due charge using the Non-Discounted Fees applied to the Ballot Layout, Coding and Voice File Services provided to the Customer up through the date of such early termination.

6. **Term; Termination.** This Agreement shall be in effect for a **Three (3) Year Period** beginning on the Effective Date, covering all elections within the Jurisdiction beginning sixty (60) days after the Effective Date (the "Term"). This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within thirty (30) days after it receives written notification thereof from the non-breaching party.

7. **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned..

8. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

9. **Disputes.**

a. **Remedies for Past Due Payments.** If any payment to ES&S is past due more than five (5) days, ES&S may suspend performance under this Agreement until such amount is paid.

b. **Dispute Resolution Process.** Time is of the essence in resolving disputes. The initiating party shall notify the responding party of any dispute, including all relevant information (e.g., the nature of the dispute, dates, times, persons involved). The responding party shall respond to the notification within five (5) business days. Thereafter, the parties shall use their good faith efforts to resolve the dispute within a reasonable period of time. Notwithstanding anything in this Section 9 to the contrary, either party may apply to any court having jurisdiction over the subject matter of the dispute for a temporary restraining order, preliminary injunction, or other appropriate legal remedy at any time.

10. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an exhibit to this Agreement and these General Terms, the provision contained in the exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7, 8 and this Section 10 shall survive the termination of this Agreement, to the extent applicable.

11. **Counterparts; Execution By Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one

and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

[END OF GENERAL TERMS]

**EXHIBIT A
SUMMARY OF SERVICES**

Sale Summary:	
Description	Refer to
Ballot Layout, Coding, and Voice File Services	Exhibit B
Ballot Printing Services	Exhibit C
Terms & Conditions:	
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.	
Note 2: <u>Invoicing and Payment Terms are as Follows:</u> Ballot Layout, Coding, Voice File, and Ballot Printing will be invoiced as services are provided. 100% of Order Total due Thirty (30) Calendar Days after Receipt of Corresponding ES&S Invoice.	
Note 3: Customer understands, acknowledges and agrees that ES&S' fees for the services as set forth on the accompanying exhibits are based upon (a) a contractual commitment by Customer to subscribe for and purchase such services for the entire Term of the Agreement and (b) the descriptions of such services in the accompanying exhibits. In the event that Customer changes its commitment to a period of less than the Term of the Agreement for any reason other than a termination for cause pursuant to Article I, Section 5, of this Agreement, Customer hereby agrees to promptly pay a balance due charge using the Non-Discounted Fees applied to the Ballot Layout, Coding and Voice File Services provided to the Customer up through the date of such early termination.	
Note 4: The Customer acknowledges and agrees that the pricing set forth herein for certain services is based on information provided by the Customer ("Customer Data") and that such Customer Data is accurate and complete. In the event the Customer requests any changes to the Customer Data (including but not limited to, changes as a result of Customer errors, Customer requested modifications, court orders or other changes not otherwise caused by ES&S) which requires additional services to be performed by ES&S, the Customer shall be subject to additional fees for such services at ES&S' then current rates.	

**EXHIBIT B
BALLOT LAYOUT, CODING, AND VOICE FILE SERVICES**

Description	Non-Discounted Fees	Discounted Fees
Paper Ballot Layout (Price per Ballot Face)		
English and Spanish (combined):		
1 to 500 Faces	\$36.75	\$27.56
501 or more Faces	\$31.50	\$23.63
Languages other than English/Spanish		
1 to 500 Faces, per Language	\$73.50	\$55.13
501 or more Faces, per Language	\$63.00	\$47.25
Base Charge for Ballot On Demand (BOD)	\$561.91	\$421.43

Electronic Screen Layout - AutoMARK or iVotronic		
English and Spanish (combined):		
Per Ballot Style, or precinct, whichever is greater	\$23.10	\$17.33
Languages other than English/Spanish		
Per Ballot Style, or precinct, whichever is greater	\$42.00	\$31.50

Notes:

1. Electronic Screen Layout does NOT apply to AutoMARK customers when ES&S performs paper ballot layout and voice file services.

Programming Services		
Base Charge per Equipment Type	\$525.00	\$393.75
Base Charge for ERM file set-up	\$525.00	\$393.75
Ballot types created (open primary or multiple-page ballots)	\$78.75	\$59.06
Precincts (for every precinct in the election)	\$9.45	\$7.09
Splits (for every additional ballot style within a precinct.)	\$9.45	\$7.09
Ballot Face Configurations (every unique ballot face in the election)	\$16.80	\$12.60
Contest / Issue Entries (total number of contests, referenda, questions, and/or propositions in the election)	\$18.50	\$13.88
Candidate / Response Entries (total number of candidates &/or responses, including referenda and all write-ins for each contest/issue)	\$8.00	\$6.00
Headers (Central Tabulators)	\$2.10	\$1.58
Re-Coding Fees	\$525.00 + applicable fee for each changed element	\$393.75 + applicable fee for each changed element

Voice Files per Equipment Type		
Language Setup Charge - English	\$350.00	\$262.50
Language Setup Charge - Spanish	\$350.00	\$262.50
Language Setup Charge - All Other languages	\$525.00	\$393.75
Political Parties	\$5.25	\$3.94
Ballot Faces	\$15.75	\$11.81
Contests / Issues	\$17.00	\$12.75
Candidates / Yes-No Responses	\$10.25	\$7.69

Description	Non-Discounted Fees	Discounted Fees
Propositions / Amendments / Instructions	\$21.00	\$15.75
Price per word in excess of 1200 total words (Instructions / Propositions / Amendments)	\$0.40	\$0.30
Resubmission	\$350.00 for English & Spanish and \$525.00 (for each additional language), plus the applicable fee for each element changed for each language	\$262.50 for English & Spanish and \$393.75 (for each additional language), plus the applicable fee for each element changed for each language

Other Services (Standard Overnight Delivery Charges Will Apply and Will Be Billed Separately)		
Media burn (Flash / PCMCIA Cards, Mem Packs, PEBs, and Jump Drives)	\$12.50	\$12.50
Electronic transfer files (per county, per election)	\$125.00	\$125.00
SOS Media	\$75.00	\$75.00
.pdf File Extraction (per Style)	\$1.50	\$1.50
Sample Ballot Creation	\$40.00	\$40.00
Publication Ballot Creation (Ballot Layout As Is)	\$185.00	\$185.00
Custom Publication Ballot Creation	\$350.00	\$350.00
ESSIM Test Deck Creation (does not include print costs)	\$325.00	\$325.00
Auto Test Deck PDF Creation (\$20.00 per Style. Minimum Charge of \$200.00)	\$200.00	\$200.00
Ballot Assignment Chart	\$399.50	\$399.50
Download Results From Media	\$65.00	\$65.00
ERM State Utility File	\$425.00	\$425.00

Note 1: All prices are exclusive of freight which will be billed separately.

[END OF EXHIBIT B]

**EXHIBIT C
BALLOT PRINTING SERVICES**

Description	Price per Ballot
14" and 17" Ballots:	
Base ballot charge	\$0.25
Backside of ballot	\$0.03
Stub and / or numbering	\$0.03
Folding	\$0.02
Scoring	\$0.02
Packaging	\$0.01
Color requirements – defined as a color bar on the ballot. Other designs or methods will be subject to a separate quote.	\$0.03
Prices are exclusive of freight, which will be billed separately.	
19" ballots are quoted separately.	

Note 1: Special requests, including watermarking, unique packaging requirements and expedited delivery requirements are not included in the table above, and will be priced separately.

Note 2: The above pricing assumes the use of ES&S partner printers. The use of a Customer requested printer may result in a change in the fees outlined above.

Note 3: Unexpected and material changes in costs such as paper may result in changes to the fees reflected above.

Note 4: Ballots are to be ordered in increments of 25 with a minimum order value of \$100.00.

Note 5: Expedite Fee of \$150.00 will be assessed to each order that is required to be SHIPPED within Three (3) business days from time of order.

[END OF EXHIBIT C]

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and entered into as of the 7th day of July, 2020 (the "Effective Date") between Brookings County South Dakota (the "County" also referred to herein as the "BCOAC"), a governmental entity, and Southpaw Defense LLC, a Firearms and Safety Instruction and Training Company, (the "Contractor") (collectively, the "Parties").

The County requests the Contractor to provide the personnel and instructors to perform the services as provided in this Agreement and may request the Contractor to provide personnel to perform other services in the future; and the Parties therefore agree as follows:

1.0 Term and Termination

1.1 This Agreement takes effect immediately as of the Effective Date, and remains in full force and effect until terminated by one of the parties pursuant to Section 1.2 of this Agreement.

1.2 Either party may terminate this Agreement by giving the other party thirty (30) days written notice.

2.0 Contractor Services

2.1 During the Term, the County may engage the Contractor to provide personnel to provide the following services as needed (the "Services"), or other such services as mutually agreed upon in writing by the Parties (email is acceptable). Such services to be provided to the County are as follows, but are not limited to:

Classes or courses the Contractor will provide instructors to teach or instruct at the Brookings County Outdoor Adventure Center:

- Instruct NRA certified **Basic Pistol** classes or shorter non-NRA Pistol Familiarization classes.
- Instruct NRA certified **Basic Rifle** classes or shorter non-NRA Rifle Familiarization classes.
- Instruct **South Dakota Enhanced Concealed Carry** classes to qualify South Dakota residents to apply for the South Dakota Enhanced Concealed Carry Permit.
- Instruct USCCA certified classes for **Basic Pistol, Concealed Carry, Home Defense**, or a combination thereof.

2.2 The County will provide the necessary equipment to perform the Services, such as:

- Student packages as purchased from the NRA required for each course/class ranging in cost from \$15-\$20 per packet.
- Student packages as purchased from the USCCA required for each course/class ranging in cost from \$15-\$20 per packet.
- Projector or big screen TV for video presentations.
- Posters and other classroom materials as needed to instruct classes.
- Classroom time and firearms range time as required to complete classes.
- The BCOAC will handle registration along with marketing the classes.

2.3 The Contractor will notify the County of any change(s) to the Contractor's schedule that could adversely affect the availability of the Contractor's instructors and personnel, whether known or unknown at the time of this Agreement. The Contractor shall promptly notify the Director of the BCOAC within a reasonable amount of time.

2.4 The work performed by the Contractor's personnel shall be performed at the rate of forty-five dollars (\$45.00) per hour up to 10 hours a month to perform the Services set forth in Section 2.1 of this Agreement.

2.5 The Contractor has agreed to provide instructors to teach some seminars or short classes, at their discretion as a volunteer. The hours an instructor spends teaching volunteer classes will be applied toward the volunteer's BCOAC volunteer hours. While serving as a volunteer, the Contractor's instructors have all the same benefits and privileges granted to other BCOAC volunteers.

2.6 The County will not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor, and its personnel and instructors, shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

2.7 The Contractor shall submit requests for payment to the Director of the BCOAC. Once approved and submitted to the County Finance Office by the Director, payments shall follow the same claims approval process as all other county expenditures.

3.0 Independent Contractor Status

3.1 The Parties intend that the Contractor be engaged as an independent contractor of the County. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

3.2 The Contractor may not act as agent for, or on behalf of, the County, or represent the County, or bind the County in any manner.

3.3 The Contractor and its personnel and instructors will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the County while serving as an independent contractor to the County.

4.0 Representations

4.1 Both Parties to this Agreement represent they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm or organization of any law or governmental regulation.

5.0 Liability of the Parties

5.1 Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against a party for property loss, injury, death, or damage. Any liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) caused by or resulting from the conduct or omissions of a party or its officers, employees, or agents shall be determined according to applicable law, subject to all available defenses and immunities.

6.0 Volunteer Immunity and Insurance Requirement

6.1 In accordance with SDCL 47-23-29, any volunteer who is providing services on behalf of a governmental entity is immune from civil liability in any action brought in any court in this state on the basis of any act or omission resulting in damage or injury if:

- 6.1.1 The individual was acting in good faith and within the scope of such individual's official functions and duties for the governmental entity; and
- 6.1.2 The damage or injury was not caused by gross negligence or willful and wanton misconduct by such individual.

Accordingly, any services performed by persons designated by Southpaw Defense, LLC as a volunteer will be immune from liability provided Sections 6.1.1 and 6.1.2 set forth above are not violated. However, any services provided for compensation pursuant to this Independent Contractor Agreement must be covered by a Bodily Injury and Property Damage liability policy carried by Southpaw Defense, LLC because the County does not provide liability insurance coverage for independent contractors. For all services performed under this Agreement for compensation, Southpaw Defense, LLC shall at all times carry a Commercial General Liability insurance policy with coverage in the amounts of at least \$500,000 per occurrence and at least \$1,000,000 in the aggregate, for property damage and bodily injury. The County of Brookings shall be named as an additional insured. A certificate of insurance evidencing this coverage shall

be delivered to County prior to the performance of any work under this Agreement. The County shall receive 30 days notice of cancellation from Contractor in the event cancellation of this policy will occur.

7.0 Confidential Information

7.1 Each party agrees to hold and treat all confidential information of the other Party, including, but not limited to, employee and customer information and any other information that the receiving Party should reasonably know is confidential (“Confidential Information”) as confidential and protect the Confidential Information with the same degree of care as each Party uses to protect its own Confidential Information of like nature.

7.2 Confidential Information does not include any information that:

- At the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving Party or its representatives).
- Is available to the receiving Party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information.
- Has been independently acquired or developed by the receiving Party without violating its obligations under this Agreement or under any Federal or State law.

8.0 Liability

8.1 Except with respect to the parties’ indemnification obligations, neither party shall be liable to the other for any special, indirect, incidental, punitive, or consequential damages arising from or related to this Agreement, including bodily injury, death, loss of revenue, or profits or other benefits, and claims by any third party, even if the parties have been advised of the possibility of such damages. The foregoing limitation applies to all causes of action in the aggregate, including, without limitation, to breach of contract, breach of warranty, negligence, strict liability, and other torts.

9.0 Miscellaneous Provisions

9.1 This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

9.2 This Agreement may be amended only by written agreement duly executed by an authorized representative of each party (email is acceptable).

9.3 If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

9.4 This Agreement shall not be assigned by either party.

9.5 This Agreement is governed by and construed in accordance with the laws of the State of South Dakota without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either Party arising out of the Agreement will only be brought, tried and resolved in the Circuit Court, Third Judicial Circuit, State of South Dakota.

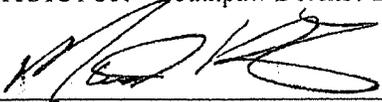
The Parties are signing this Agreement on the date stated in the introductory clause.

COUNTY – Brookings County

By: _____

Name: Mike Bartley, Commission Chairperson

CONTRACTOR – Southpaw Defense LLC

By:  _____

Michael Kilmer, Owner, Firearms Instructor

June 26th, 2020

Mr. Dustin Huber, Director
Brookings County Outdoor Adventure Center
2810 22nd Avenue South
Brookings, SD 57006



Dear Mr. Huber,

I would like to request an amendment to the contract between Southpaw Defense, LLC and The Brookings County Outdoor Adventure Center (Brookings County South Dakota).

I would like section 2.4 amended to reflect an increase in the hourly rate for contract work from \$40.00 per hour to \$45.00 per hour.

This increase is to offset costs incurred to operate Southpaw Defense LLC and maintain training credentials.

Please let me know if you have any questions or concerns.

Thank you,

A handwritten signature in black ink, appearing to read "Michael Kilmer". The signature is fluid and cursive.

Michael Kilmer, Owner
Southpaw Defense LLC

A handwritten signature in black ink, appearing to read "Dustin Huber". The signature is fluid and cursive.

Dustin Huber, Director
Brookings County Outdoor Adventure Center

APPLICATION FOR OCCUPANCY
RIGHT-OF-WAY OF COUNTY HIGHWAYS

Email: highway@brookingscountysd.gov
Fax: 605-696-8278

To: The Board of County Commissioners Brookings County, South Dakota.

Application is made by Sioux Valley Energy for occupancy of Right-of-Way

ADDRESS OF PROPOSED CONSTRUCTION

City/Township Name: Richland, Section: 8 Quarter Section: **NE** **SE** **SW**

Street/Avenue of Construction: 486 Ave, Nearest Intersection:

Distance from nearest intersection: 2055' south of 209 st **North** **South** **East** **West**

A sketch showing the location must be attached.

The following information is pertinent to the proposed installation:

1. Intended usage: to replace existing overhead power line
2. Cable Type 1/0 underground
3. Outside Diameter or Pipe Size : NA
4. Method of Installation: PLOWING AND BORING
5. Crossing Bituminous Roads : 486TH AVE

*This installation will comply with the National Safety Code and all Federal Guidelines.

*Warning signs will be installed where appropriate.

*Ditches will be restored back to present condition.

*Owner will move its buried cable or pipe, in case of road construction, at no cost to the County.

*Prior to any road construction or maintenance within the County, the owner shall call South Dakota One-Call at 1-800-781-7474 for location of the facilities.

Signature of Applicant: Jim Kuiper Date: 6-2-20

Applicant Address: P.O. BOX 216, COLMAN, SD 57017

Phone: 605-256-1638 Fax: NA

I Approve of this Application:

Signature of Adjacent Landowner: _____ Date: _____

(Owns property immediately adjacent to the public right-of-way that is affected by the Applicant's proposed installation)

Adjacent Landowner Address: _____

Phone: _____ Fax: _____

Recommended for Approval:

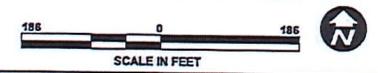
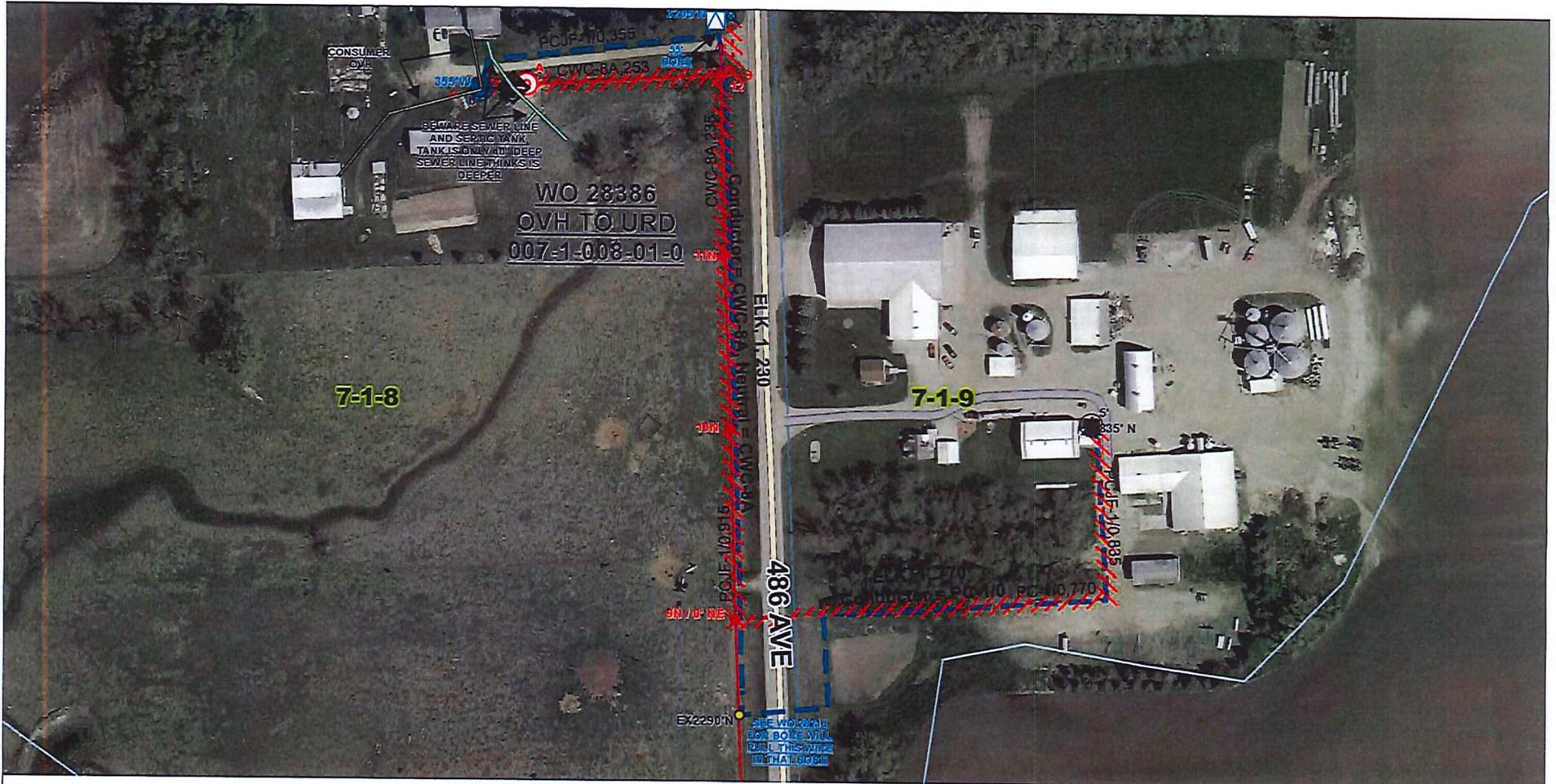
By: [Signature]
(Brookings County Superintendent)

Date: 6/17/2020

Approved: Board of County Commissioners

By: _____
(Commission Chairman)

Date: _____



**APPLICATION FOR OCCUPANCY
RIGHT-OF-WAY OF COUNTY HIGHWAYS**

Email: highway@brookingscountysd.gov
Fax: 605-696-8278

To: The Board of County Commissioners Brookings County, South Dakota.

Application is made by Brookings Municipal Utilities for occupancy of Right-of-Way

ADDRESS OF PROPOSED CONSTRUCTION

City/Township Name: Medary, Section: 3 Quarter Section: NE NW SE SW
Street/Avenue of Construction: 20th St. So. / 214th St. Nearest Intersection: Brighton Rd.
Distance from nearest intersection: 0 North South East West

A sketch showing the location must be attached.

The following information is pertinent to the proposed installation:

1. Intended usage Sanitary Sewer
2. Cable Type _____
3. Outside Diameter or Pipe Size 36 Inch PVC
4. Method of Installation Trench
5. Crossing Bituminous Roads yes

*This installation will comply with the National Safety Code and all Federal Guidelines.

*Warning signs will be installed where appropriate.

*Ditches will be restored back to present condition.

*Owner will move its buried cable or pipe, in case of road construction, at no cost to the County.

*Prior to any road construction or maintenance within the County, the owner shall call South Dakota One-Call at 1-800-781-7474 for location of the facilities.

Signature of Applicant: Evan Tuttle Date: 6/23/2020

Applicant Address: 525 Western Ave. Brookings SD, 57006

Phone: (605) 692-6325 Fax: _____

I Approve of this Application:

Signature of Adjacent Landowner: _____ Date: _____

(Owns property immediately adjacent to the public right-of-way that is affected by the Applicant's proposed installation)

Adjacent Landowner Address: _____

Phone: _____ Fax: _____

Recommended for Approval:

By: [Signature]
(Brookings County Superintendent)

Date: 6/25/2020

Approved: Board of County Commissioners

By: _____
(Commission Chairman)

Date: _____

B Brookings Municipal Utilities

Brookings, South Dakota

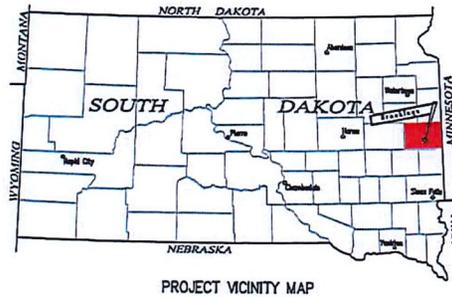
SOUTHWEST SANITARY SEWER INTERCEPTOR REPLACEMENT

LOCATED IN SECTIONS 3 & 10, T109N R50W, BROOKINGS COUNTY, SOUTH DAKOTA
 REPLACEMENT OF THE EXISTING 33" RCP SANITARY SEWER INTERCEPTOR AND MANHOLES WITH 36" PVC AND 72" LINED MANHOLES
 FROM 200' NORTH OF 20TH STREET SOUTH TO 32ND STREET SOUTH

Brookings County
 Right-of-Way Occupancy



PROJECT LOCATION MAP
 SCALE: 1" = 1000'



PROJECT VICINITY MAP

CITY OF BROOKINGS	
BROOKINGS MUNICIPAL	605-692-6325
CITY OF BROOKINGS	605-692-6281
ITC BROOKINGS	800-417-8667
MEDIACOM	855-633-4226
NORTHWESTERN	800-245-6977
SWIFTEL	605-692-6211



INDEX OF SHEETS	
NUMBER	DESCRIPTION
1	TITLE
2	GENERAL NOTES 1
3	GENERAL NOTES 2
4	LEGEND & GENERAL NOTES 3
5-7	SWPPP
8	DEWATERING DISCHARGE
9-11	EROSION CONTROL
12	TRAFFIC CONTROL
13	MANHOLE BUILD SCHEDULE
14-20	SANITARY SEWER PLAN & PROFILE
21	TYPICAL SECTIONS
22-25	GRADING PLAN & PROFILE
26-30	EXISTING SANITARY SEWER DEMOLITION
30	72 INCH MANHOLE DETAILS
31-44	STANDARD PLATES



DRAWN BY: MBB&TAS
 SUPV. APP'D: CEB
 INCR. APP'D: EMW



DATE: 01/2019
 REVISED: 06/19/2020
 SCALE: NA
 HORIZ: NA
 VERT: NA

BNU - SOUTHWEST SANITARY SEWER INTERCEPTOR REPLACEMENT
 TITLE SHEET

ww1907
 SHEET
 1 of 44

MEMORANDUM



June 25, 2020

**Highway
Department**

Subject: Application for Occupancy of Right-of-way
20th St. South/214th St./Brookings County Road 16
Southwest Sanitary Sewer Interceptor Replacement

To: Eric Witt, P.E.
Brookings Municipal Utilities
Water/Wastewater & Engineering Manager

From: Brian Gustad
Brookings County Highway
Highway Superintendent

I have reviewed the above mentioned Brookings County Application for Occupancy of Right-of-way, in my review process it was revealed that the timeframe associated with this project has not been set. I would like a minimum of a 2 week notice be given to Brookings County in order for giving notice to the farmers who utilize this route as farm to market route.

APPLICATION FOR OCCUPANCY
RIGHT-OF-WAY OF COUNTY HIGHWAYS

Email: highway@brookingscountysd.gov
Fax: 605-696-8278

To: The Board of County Commissioners Brookings County, South Dakota.

Application is made by Sioux Valley Energy for occupancy of Right-of-Way

ADDRESS OF PROPOSED CONSTRUCTION

City/Township Name: Trenton, Section: 17 Quarter Section: NE NW SE SW^X
Street/Avenue of Construction: 473 Ave, Nearest Intersection: SD HWY 324
Distance from nearest intersection: 322' North^X South East West

A sketch showing the location must be attached.

The following information is pertinent to the proposed installation:

1. Intended usage New Service
2. Cable Type Underground 4/0 3 phase
3. Outside Diameter or Pipe Size NA
4. Method of Installation Directional Bore
5. Crossing Bituminous Roads 473 AVE

*This installation will comply with the National Safety Code and all Federal Guidelines.

*Warning signs will be installed where appropriate.

*Ditches will be restored back to present condition.

*Owner will move its buried cable or pipe, in case of road construction, at no cost to the County.

*Prior to any road construction or maintenance within the County, the owner shall call South Dakota One-Call at 1-800-781-7474 for location of the facilities.

Signature of Applicant: Jim Kuiper Date: 06/25/20

Applicant Address: P.O. Box 216 Colman, SD 57017

Phone: 605-256-1638 Fax: NA

I Approve of this Application:

Signature of Adjacent Landowner: _____ Date: _____

(Owns property immediately adjacent to the public right-of-way that is affected by the Applicant's proposed installation)

Adjacent Landowner Address: _____

Phone: _____ Fax: _____

Recommended for Approval:

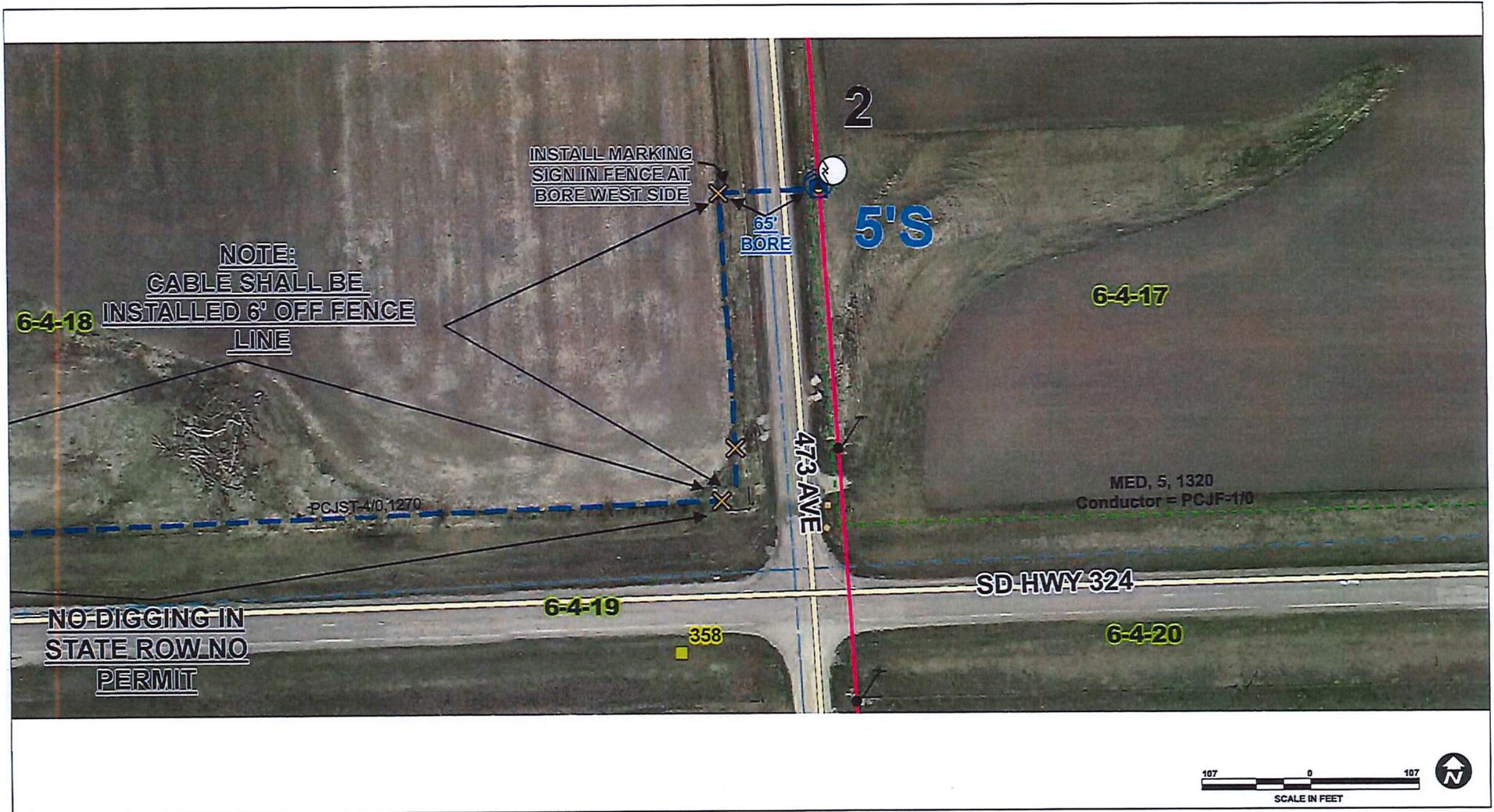
By: [Signature]
(Brookings County Superintendent)

Date: 6/29/2020

Approved: Board of County Commissioners

By: _____
(Commission Chairman)

Date: _____



Motion by _____, seconded by _____ to approve the following transfers as per budget appropriations for the third and fourth quarter of 2020:

From General Fund 101-4-911-4290 to Emergency Management Fund 226-3-371-0000 in the amount of \$42,500.00.

Brookings County Finance Office

Jenna Byrd, Senior Finance Assistant
520 3rd St., Suite 100 • Brookings, SD 57006
Phone: (605) 696-8250
Fax: (605) 696-8259
jbyrd@brookingscountysd.gov



June 29, 2020

Commissioners-

The following business is renewing their Retail (on-off sale) Malt Beverage & SD Farm Wine license for July 1, 2020 through June 30, 2021. We no longer require a public hearing on renewals without violations.

- Smokins' Pub N Grub- Twisters Addition in Lot 1 Kapanke Sub in E $\frac{1}{2}$ NW $\frac{1}{4}$ Section 06-112-52 .35 acres

Thank you,

A handwritten signature in black ink that reads "Jenna Byrd".

Jenna Byrd
Senior Finance Assistant

Date Received _____
Date Issued _____

2020-2021

License No. RB-2389

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

SMOKIN'S PUB N GRUB LLC
45439 S LAKE DRIVE
ARLINGTON, SD 57212

B. Business Name and Address

Lic # RB-2389
SMOKINS PUB N GRUB
45439 S LAKE DRIVE
ARLINGTON, SD 57212

Owner's Telephone#: 605 520-2638

Business Telephone #: (605) 520-2638

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Place of business is located in a municipality? [] Yes No

County: Brookings

Do you own or lease [] this property? (Check one)

Are real property taxes paid to date? Yes [] No

D. Legal description of licensed premise:

TWISHUS Addn in lot 1 Kapanke Sub
In E 1/2 NW 1/4 Sec.
06-152-52 .35 acres

Is this License in active use? [] Yes [] No

Have you ever been convicted of a felony? [] Yes No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?
 Yes [] No **If Yes, please list on the back page**

E. State Sales Tax Number: 1027-0102-ST

F. New license? _____ Transfer? (\$150) _____ Re-issuance?

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 6/29/20 Print Name Wendy Hanson Signature Wendy Hanson

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____ . Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held
Amount of fee collected with application \$ 300.00
Amount of fee retained \$ 150.00
Forwarded with application \$ 150.00

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Company supplement information
(For corporate/partnership/LP/LLC applicants)

Name of corporation/partnership/LP/LLC Smokin's Pub & Grub LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 45439 S. Lake Dr Arlington SD 57212

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? Yes No

Name	Office	Address	Occupation
Wendy Hanson		19570 U.S. Hwy 81 Arlington SD	57212
Jeff Hanson		19570 U.S. Hwy 81 Arlington SD	57212

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location
Wendy Hanson	off sale Liquor Beer wine On/off Sale 51% 19570 U.S. Hwy 81 Arlington SD 57212
Wendy Hanson	Beer wine On/off sale 51% 701 N. Phillips Ave #150 Sioux Falls S.D. 57109
	Smokin's on the Lake Minnehaha
	Hanlin The Root Cellar

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?
19570 U.S. Hwy 81 Arlington SD. 57212

With signature the applicant agrees to the following:
That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.
We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner Wendy Hanson Date 10/29/20

Brookings County Capital Asset Form TRANSFERS, SURPLUS & DISPOSALS

Complete this form for all capital asset Transfers, Disposals, or items declared surplus – sold, donated, salvaged, destroyed, trade-in, lost/stolen

Capital Assets include land, buildings, building improvements, machinery, equipment, computer software/hardware, and infrastructure with a **useful life greater than one year** and **original cost greater than \$500.**

Transfer

Surplus

Disposal

Asset # & Description:

5 Buttresses and spider web fronts

Serial/VIN Number:

Model or Product:

To Dispose an Asset:

Types: Sold, Donated, Trade-In, Salvage, Destroyed, Lost/Stolen

Donate to Deuel County

For Surplus: YES NO

Disposal Date:

Director to get in contact with Deuel County

To Transfer between Departments:

Transfer From:

Transfer To:

Department:

Department:

Location:

Location:

Date:

Finance Office Use Only

Surplus Sale Date:

Date Fixed Asset System Updated:

Asset Number:

Notes/Comments:

From: Meyer, Julie [<mailto:JMEYER@minnehahacounty.org>]
Sent: Tuesday, June 23, 2020 3:42 PM
To: Stacy Steffensen <SSteffensen@brookingscountysd.gov>
Subject: RE: fireworks permit

The Jensen Family Reunion will be on August 22nd this year. This would be at dark, I suppose near 9:30 or 10:30ish whenever it gets dark that night.

I'm not sure which address to put down. I have 3 family members right near the Arlington Beach Resort where the reunion takes place.

How about this:

Linda and Randy Phelps 184 S Lake Drive Arlington SD

Wade and Lori Jensen 182 S Lake Drive Arlington SD

Lynn and Jodi Jensen 170 S Lake drive Arlington SD

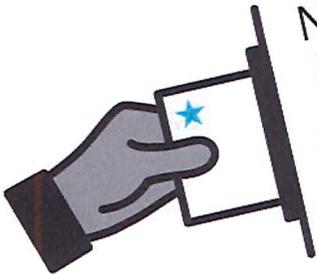
Arlington Beach Resort 126 S Lake Dr, Arlington, SD 57212

I did just ask the cousins who live on the lake to speak with the resort to see if they would allow fireworks on their beach. If not one of the cousins can have them at their house. Which is just down the road a few cabins.

If you need me to be very specific on the address I will see who wants to take on the responsibility.

Julie

Deadline - Friday, July 17th - 1:00 PM CST



NATIONAL ASSOCIATION OF COUNTIES
2020 VOTING CREDENTIALS
Vote at the NACo Virtual Annual Business Meeting on **July 20, 2020!**





NATIONAL ASSOCIATION OF COUNTIES

2020 VOTING CREDENTIALS

In order to vote, your county/parish/borough is required to:

- **Register** for the 2020 Virtual Annual Business Meeting, Monday, July 20 at 2:00 p.m. (EDT).
- **Pay** 2020 NACo membership dues.
- **Designate** a voting delegate to cast your county's vote in the election.
- **Complete** the online form to select your delegate at [NACo.org/voting-credentials](https://naco.org/voting-credentials) or scan and email this form to credentials@naco.org.

Please go to [NACo.org/voting-credentials](https://naco.org/voting-credentials) and enter this code:

For more information about voting credentials go to [NACo.org/governance](https://naco.org/governance).

SUBMISSION FORM

Designated County Delegate

Delegate Email Address (Please print)

Your state association is authorized to receive or cast any unclaimed ballots for counties that have registered delegates, unless your county has expressly prohibited the state association from doing so on this form.

- Check this box if you **DO NOT** authorize your state association to receive your county's ballot, if unclaimed by a delegate from your county.

If you are unavailable to attend the Virtual Annual Business Meeting but still want to cast a vote in the election, please send an email to credentials@naco.org.

**Signature of designated delegate
or Chief Elected Official**



Stacy Steffensen, Commission Department Director
Brookings County
520 3rd St., Suite 210
Brookings, SD 57006
605-696-8205
ssteffensen@brookingscountysd.gov

STAFF REPORT:

Scheduled Agenda Items

- 9:00 AM – Public Hearing-Jay Street Pub: This is a request from Jay Street Pub (Bruce, SD) for a one-day special event beverage license to bartend at a wedding on August 29th at the Bennett Barn. Jenna Byrd provided a staff report.
- 9:05 AM – Public Hearing – SVK Properties: Todd Voss with SVK Properties is applying for a malt beverage and South Dakota farm wine license for the Midway Camp near Volga. Jenna Byrd provided a staff report.

Regular Business Items

- ❖ HVAC Resolution: This resolution allows us to purchase off of Sourcewell's bid for HVAC equipment. The quote from Johnson Controls is \$98,693.15. We do have \$100,000 budgeted this year. I have worked with Dan Nelson on this process and he approved the resolution.
- ❖ Juvenile Liens Resolution: From the 1990s to 2012 there were liens recorded against juveniles due to court-appointed attorney's fees, juvenile detention or other costs totaling over \$816,000. Liens on juveniles are not collectable. The Finance Office is requesting that these liens be forgiven and removed from their system, as well as the Register of Deeds lien listing.
- ❖ Distress Warrants Resolution: Vicki provided a staff report. This resolution is declaring mobile homes as uncollectable for tax purposes.
- ❖ CARES Act Resolution & Agreement: This resolution and agreement need to be adopted by the Commission in order for the county to be eligible for reimbursement from the federal funds the state has received for COVID-related expenses.
- ❖ Amending Agreement (WIC): The FY21 contracts need to be amended to include a 2% increase in the participant rate and travel/training rate as of July 1, 2020. This increased the county's grant amount by \$544.
- ❖ ISS Bid & Contract: ISS Facility Services submitted the low bid for custodial services at the Government Center. They have been the contracted cleaning service for a number of years. The contract is for 2 years with the option to extend the contract for two additional 1-year terms (maximum of 4 years). This is on the City Council's June 30th agenda for approval.
- ❖ ES&S Agreement: This is a 3-year contract with Election Systems & Software to provide ballot layout, coding and programming services for countywide elections. The county has been using ES&S since I started doing elections in 2002. Jenna Byrd provided a staff report.
- ❖ Southpaw Agreement: This is updated agreed with Southpaw Defense to conduct firearms safety instruction and training at the BCOAC.
- ❖ Right of Way Agreements: There are three routine right-of-way agreements – two with Sioux Valley Energy and one with BMU.
- ❖ General Fund Transfer: This is the transfer from General Fund to Emergency Management Fund for the remaining budgeted balance for FY2020.
- ❖ Malt Beverage License: This is a renewal of a retail on-off sale malt beverage and SD farm wine license for Smokin's Pub & Grub.
- ❖ Buttresses: These are buttresses from the BCOAC that will be given to Deuel County for use in their 4-H shooting sports program.

- ❖ Fireworks Display: Julie Meyer made the request for her family to conduct a fireworks display near The Boathouse (formerly Arlington Beach Resort) on Lake Poinsett on Saturday, August 22nd at dusk. This would be part of a family reunion event. Meyer said, if allowed, they would use the beach at The Boathouse to shoot off the fireworks, otherwise there are three family members that own property near The Boathouse where they would shoot off the fireworks. She did say that the fireworks will be purchased from area fireworks stands. I did tell Ms. Meyer that, if approved, we would need the exact location to let the fire department and Sheriff know.
- ❖ NACo Voting Credentials: The board needs to assign someone to be the voting delegate for the NACo Virtual Annual Business Meeting on July 20, 2020.

Director's Report

- The county did receive one of the six Local Federal Bridge grants we applied for. The county's portion will be \$80,322. The list of recipients is included with my report. The bridge that received the grant is located southwest of White on 475th Avenue over Six Mile Creek.
- Commissioner Boersma and I met with Rick Niklason at the Medary Monument site. He provided an updated quote of approximately \$6800 to do the repairs, which we hope to have done yet this year.
- The Commission discussed the county's Chamber membership level during budget hearings. The benefit levels are included with my staff report. Currently – the county is at the Sustainer level.
- Also included with my report is information on the SDACC elections that will take place at Fall Convention this September.
- There is information on the SDDOT upcoming STIP meetings is included with my report.
- You may have received a 'save the date' for a virtual conference called "Mission: Possible – Reducing the Impact of Substance Abuse and Mental Illness in Our Communities" from SDACC President Cindy Heiberger. The conference will be August 19-20, 2020.

Public Notices

- ✓ County offices will be closed on Friday, July 3, 2020 in honor of the Independence Day holiday.
- ✓ Rolling Thunder dedication of POW/MIA memorial bench, Saturday, July 4, 2020 at 10:00 AM on the west side of the courthouse grounds.
- ✓ Budget hearings, Tuesday, July 7, 2020 at 1:00 PM, Brookings City & County Government Center, Community Room (Room 300).
- ✓ Jail Expansion Bid Opening, Thursday, July 9, 2020 at 2:00 PM, Chambers of the Brookings City & County Government Center, 520 3rd Street (Room 310).n
- ✓ Safety week – July 20-24, 2020
 - Safety Picnic, Thursday, July 23, 2020, 11:00 AM – 2:00 PM at the BCOAC.



Stacy Steffensen
Commission Department Director
Brookings County, South Dakota

Awarded 6/25/10
2020 Federal Bridge Replacement Projects

No.	County / City (By Modified BIG Score Ranking)	STRUCTURE NUMBER	LOCATION	DOT Generated OFFICIAL Modified BIG Score	PLANNING COST ESTIMATE Total	Requested FEDERAL FUNDS (81.95%)
1	PENNINGTON	52-896-490	Structure 4.0W & 5.3N of Conata on Huether Road over a Creek SN 52-896-490	56.713	\$ 646,750	\$ 530,012
2	GRANT	26-310-056	Structure 1N & 1.5E of Milbank on 480th Ave. over S. Fork of the Whetstone River SN 26-310-056	56.606	\$ 445,000	\$ 364,678
3	BUTTE	10-522-272	Structure 20.2E & 6.7N of Newell on Old Hwy 212 over Sulphur Creek SN 10-522-272	56.471	\$ 445,000	\$ 364,678
4	LAWRENCE	41-079-199	Structure 0.2KM W of 14A on Elmore Rd. over Spearfish Creek SN 41-079-199	54.757	\$ 430,000	\$ 352,385
5	PENNINGTON	52-952-341	Structure 0.6W & 2.1N of Quinn on Paulsen Rd. over Cottonwood Creek SN 52-952-341	54.721	\$ 445,000	\$ 364,678
6	PENNINGTON	52-953-340	Structure 0.5W and 2.2N of Quinn on Paulsen Rd. over Cottonwood Creek SN 52-953-340	54.572	\$ 462,000	\$ 378,609
7	HUTCHINSON	34-157-051	Structure in Milltown on 27310 Benson Rd. over Twelve Mile Creek SN 34-157-051	52.639	\$ 756,200	\$ 619,706
8	LINCOLN	42-011-210	Structure 10S & 0.9W of Lennox on 289th St. over Long Creek SN 42-011-210	48.58	\$ 557,200	\$ 456,625
9	SPINK	58-062-270	Structure 1S & 2.8W of Redfield on 175th St. over Turtle Creek SN 58-062-270	48.358	\$ 975,100	\$ 799,094
10	PERKINS	53-120-537	19Km W & 4.1Km S of Bison on County Rd. C10 over Mud Creek SN 53-120-537	47.99239	\$ 430,000	\$ 352,385
11	MEADE	47-635-190	Structure 6E & 12N of White Owl on Whitetail Rd. over Beaver Dam Creek SN 47-635-190	47.620	\$ 550,000	\$ 450,725
12	SPINK	58-051-310	Structure 4.0N & 4.9W of Tulare on 179th St. over Turtle Creek SN 58-051-310	46.14801	\$ 1,034,800	\$ 848,019
13	MEADE	47-549-149	Structure 21.1W & 13.9S of Faith on Pine Creek Rd. over Pine Creek SN 47-549-149	45.401	\$ 462,000	\$ 378,609
14	BIG STONE (CITY)	26-374-023	Structure in Big Stone City on 2nd Ave. over the BN Railroad (City Owned) SN 26-374-023	45.183	\$ 2,268,600	\$ 1,859,118
15	TRIPP	62-217-200	Structure 1.7E & 8N of Winner on 270th St. over Old Lodge Creek SN 62-217-200	45.10501	\$ 378,100	\$ 309,853
16	SPINK	58-029-050	Structure 1.0N & 4.1W of Northville on 153rd St. over Snake Creek SN 58-029-050	45.03101	\$ 616,900	\$ 505,550
17	CARTHAGE (CITY)	49-062-018	Structure in Carthage on Main St. over Redstone Creek (City Owned) SN 49-062-018	44.76	\$ 445,000	\$ 364,678
18	SPINK	58-124-140	Structure 3.3N & 1.6E of Ashton on 162nd St. over the James River SN 58-124-140	44.03701	\$ 805,950	\$ 660,476
19	SPINK	58-060-075	Structure 1.5S & 1.0W of Northville on 382nd Ave. over a Creek SN 58-060-075	43.99101	\$ 606,950	\$ 497,396
20	SPINK	58-109-240	Structure 1.0E & 1.5N of Redfield on 172nd St. over Wolf Creek SN 58-109-240	43.94101	\$ 1,174,100	\$ 962,175
21	SPINK	58-060-158	Structure 0.5N of Athol on 382nd Ave. over a Creek SN 58-060-158	43.86801	\$ 815,900	\$ 668,630
22	BUTTE	10-445-332	Structure 13.5E & 0.8N of Newell on Old Hwy 212 over Mud Elm Creek SN 10-445-332	43.836	\$ 430,000	\$ 352,385
23	BEADLE	03-100-282	Structure 3.5W & 4.5S of Virgil on 386th Ave. over Sand Creek SN 03-100-282	43.81	\$ 531,000	\$ 435,155
24	LINCOLN	42-007-040	Structure 3.5W of Tea on 272nd St. over Beaver Creek SN 42-007-040	43.045	\$ 445,000	\$ 364,678

25	BEADLE	03-350-231	Structure 5.1S & 2E of Cavour on 411th Ave. over Middle Pearl Creek SN 03-350-231	41.735	\$ 462,000	\$ 378,609
26	LINCOLN	42-050-287	Structure 2W & 0.3N of Beresford on 469th Ave. over a Tributary to Ash Creek SN 42-050-287	41.187	\$ 430,000	\$ 352,385
27	SPINK	58-117-190	Structure 1.8S & 0.9E of Ashton on 167th St. over the James River SN 58-117-190	41.11801	\$ 1,422,850	\$ 1,166,026
28	BROWN	07-019-020	Structure 8.5W & 5N of Frederick on 102nd St. over Elm Lake SN 07-019-020	39.571	\$ 1,034,800	\$ 848,019
29	SULLY	60-267-000	Structure 4N & 4.3W of Agar on 172nd St. over a Creek SN 60-267-000	39.48101	\$ 445,000	\$ 364,678
30	RAPID CITY (CITY)	52-375-296	Structure 0.1S of San Marco & S. Canyon in Rapid City on San Marco Blvd. over the Pierre St. Drainage Ditch (City Owned) SN 52-375-296	39.141	\$ 445,000	\$ 364,678
31	BEADLE	03-340-208	Structure 1E & 2.8S of Cavour on 410th Ave. over Pearl Creek SN 03-340-208	39.13801	\$ 430,000	\$ 352,385
32	SPINK	58-030-259	Structure 1S & 6W of Redfield on 377th Ave. over a Creek SN 58-030-259	39.092	\$ 636,800	\$ 521,858
33	BEADLE	03-414-210	Structure 0.6W & 3.0S of Iroquois on 211th St. over the S. Fork of Pearl Creek SN 03-414-210	39.071	\$ 462,000	\$ 378,609
34	DOUGLAS	22-215-120	Structure 0.5N & 3.5E of Armour on 39550 280th St. over Choteau Creek SN 22-215-120	38.951	\$ 531,000	\$ 435,155
35	BEADLE	03-372-020	Structure 16N & 4.8W of Iroquois on 192nd St. over a Creek SN 03-372-020	38.661	\$ 445,000	\$ 364,678
36	MINNEHAHA	50-208-130	Structure 1N & 0.3E of Renner on 257th St. over Silver Creek SN 50-208-130	38.55	\$ 445,000	\$ 364,678
37	BON HOMME	05-190-006	Structure 3W & 0.4N of Scotland on 29160 420th Ave. over Dawson Creek SN 05-190-006	38.43	\$ 445,000	\$ 364,678
38	GRANT	26-330-107	Structure 8.3N of Albee on 482nd Ave. over N. Fork of the Yellow Bank River SN 26-330-107	38.410	\$ 597,000	\$ 489,242
39	BON HOMME	05-180-002	Structure 0.8N & 4W of Scotland on 29120 419th Ave. over Dawson Creek SN 05-180-002	38.4	\$ 430,000	\$ 352,385
40	BROOKINGS	06-210-098	Structure 2.3S & 3W of While on 475th Ave. over Six Mile Creek SN 06-210-098	38.368	\$ 445,000	\$ 364,678
41	BUTTE	10-125-218	Structure 15.5N & 2.5E of Belle Fourche on Old Hwy 85 over Indian Creek SN 10-125-218	38.268	\$ 1,313,400	\$ 1,076,331
42	TRIPP	62-208-140	Structure 2N & 4.8E of Ideal on 264th St. over Old Lodge Creek SN 62-208-140	38.151	\$ 597,000	\$ 489,242
43	MINNEHAHA	50-290-131	Structure 2.9N & 1E of Corson on 483rd Ave. over a Tributary to Split Rock Creek SN 50-290-131	38.11	\$ 445,000	\$ 364,678
44	BEADLE	03-370-116	Structure 1.9N & 2E of Yale on 413th Ave. over Pearl Creek SN 03-370-116	38.017	\$ 430,000	\$ 352,385
45	MOODY	51-195-220	Structure 7.5E & 2S of Trent on 242nd St. over Pipestone Creek SN 51-195-220	37.98	\$ 925,350	\$ 758,324
46	BEADLE	03-339-110	Structure 7N & 0.9E of Cavour on 201st St. over Shue Creek SN 03-339-110	37.79	\$ 430,000	\$ 352,385
47	LINCOLN	42-012-210	Structure 10S & 0.8W of Lennox on 289th St. over Long Creek SN 42-012-210	37.686	\$ 445,000	\$ 364,678
48	HUTCHINSON	34-123-000	Structure 8.0N & 6.3E of Parkston on 41630 268th St. over Twelve Mile Creek SN 34-123-000	37.657	\$ 445,000	\$ 364,678
49	MINER	49-161-080	Structure 5N & 0.1E of Howard on 228th St. over the West Fork of the Vermillion River SN 49-161-080	37.48	\$ 445,000	\$ 364,678

\$ 30,738,750 \$ 25,190,406

Brookings County - \$ 80,327



MEMBERSHIP BENEFIT LEVELS

	PRESIDENT \$20,000	PINNACLE \$10,000	PREMIER \$5,000	EXECUTIVE \$3,500	INVESTOR \$1,800	SUSTAINER \$900	PARTNER \$600	CONNECT \$300
Member Decals	X	X	X	X	X	X	X	X
Digital Decals	X	X	X	X	X	X	X	X
Web Listing	X	X	X	X	X	X	X	X
Community Guide Listing	X	X	X	X	X	X	X	X
Direct Business Referral	X	X	X	X	X	X	X	X
Advocacy & Support from Chamber	X	X	X	X	X	X	X	X
Participation in Programs and Events at Chamber Member Pricing for All Employees	X	X	X	X	X	X	X	X
Chamber Community Participation and Volunteer Opportunity	X	X	X	X	X	X	X	X
Ability to Submit Events to Chamber Calendar	X	X	X	X	X	X	X	X
Chamber Email Blast	X	X	X	X	X	X	X	
Chamber Chat Banner Ads	X(4)	X(4)	X(4)	X(4)	X(4)	X(4)	X (2)	
Chamber Address List	X	X	X	X	X	X	X	
Enhance Website Listing	X	X	X	X	X	X	X	
Additional Business Memberships	X (4)	X (4)	X (4)	X (3)	X (2)	X(1)		
Chamber Hosted Event Ticket (Max \$50 Value)	X (32)	X (26)	X (20)	X (12)	X (8)	X(2)		
Golf Team of Four	X	X	X	X	X			
Logo on Homepage on Chamber Website	X	X	X	X	X			
Online Social Spotlight	X	X	X	X				
Leadership Brookings Participants	X (2)	X (2)	X (1)	X (1)				
Executive Sponsorship at Chamber Event	X							
Sponsorship at All Appropriate Chamber Events	X							

****ASK US ABOUT OUR SPECIAL RATE FOR NON-PROFITS!****



A LA CARTE MARKETING MENU

Need a little extra marketing for a special occasion or for your business in general? Take advantage of these low cost marketing opportunities!

\$100 Chamber Chat Banner Ad

- A banner ad located at the top of our weekly e-newsletter
- Banner can be linked to your website, Facebook page, etc.
- Sent to over 2,500 Chamber member email addresses
- **Dimensions:** 700px by 215px

\$100 Website Banner Ad

- Rent our banner ad located on the homepage of our website. The ad can be linked to your website, Facebook page, etc.
- Only one business allowed to rent the website banner ad per month. Reserve your month before it's taken!
- **Dimensions:** 700px by 215px

\$125 Online Social Spotlight

- Answer a series of questions and we will create a write-up that focuses on your business
- Shared on our blog and social media
- Include 2 high-resolution photos of your business *(staff, building, logo, product, etc.)*
- We will tag your business on social media and include links to your website on the blog post

\$150 Email Blast

- Designated email that focuses on your message
- Sent to over 2,500 Chamber member email addresses
- **Dimensions:** No limit *(vertical design preferred)*

Questions?

Contact our Marketing & Promotions Coordinator:

Email: molly@brookingschamber.org

Direct line: 605.696.7554

Please note that certain membership levels already offer these great marketing options – if you're not sure or need to know whether your perks have been used, contact our Membership Director:

Email: kimberly@brookingschamber.org

Direct line: 605.696.7552

SDACC Elections

Members of the South Dakota Association of County Commissioners are reminded that now is the time to consider and discuss Association elections to be held during the 2020 Convention at the Sioux Falls Ramkota on September 14-15.

Elections to be held for SDACC include:

- **2nd Vice President** - East River Candidate (2 years East River 2019 & 2020, 1 year West River 2021)
- **1st Vice President** - (generally the 2nd Vice President is nominated for this position - Currently Rachel Kippley, Brown County)
- **President** - (generally the 1st Vice President is nominated for this position - Currently Deb Russell, Fall River County)
- **Treasurer** – Currently Brenda Hanten, Codington County (Elected 2017, current term expires Sept 2020. Elected yearly, Maximum 4 years)
- **WIR Representative** – Currently Clint Farlee, Ziebach County

Nomination will also be received from the floor during convention.

Anyone interested in serving as an SDACC officer should contact a member of the SDACC Nominating Committee listed below:

Matt DeBow – Harding County – 797-4428 – matdebow@yahoo.com

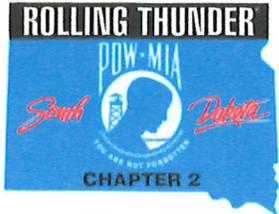
Brenda Hanten – Codington County – 880-6124 – bhanten12@gmail.com

Bill Floyd – Sully County – 264-5475 – bsporter66@gmail.com

Duane Sutton – Brown County – 216-0804 – duane.sutton@browncounty.sd.gov

Brenda Bode – Davison County – 236-5644 – brendab@davisoncounty.org

Thank you!



Rolling Thunder® Inc. Chapter 2 SD
PO Box 824
Brookings, SD 57006

www.rollingthunderchap2sd.com



County Commissioners
520 3rd Str.
Ste 210
Brookings, SD 57006

June 24, 2020

Dear Commissioners,

Rolling Thunder®, Inc. South Dakota Chapter 2 would like to thank you for the opportunity to donate a POW/MIA bench to the County Court House Memorial. We donate these so that it is known that there are over 85,000 POW/MIA's still unaccounted for and that "They are not Forgotten". This includes missing individuals from WWI, WWII, Cold War, Korea and Vietnam.

We would like to invite you to a short dedication ceremony on July 4, 2020 at 10:00 am. on the west side of the of the Court House. The ceremony will be finished in plenty time to enjoy the Parade.

Thank You,

Bob Foster
Chairman of the Board
Rolling Thunder®, Inc.
South Dakota Chapter 2
PO Box 824
Brookings, SD 57006
speedy@itctel.com
605-690-1961



Department of Transportation

Office of the Secretary

700 E Broadway Avenue

Pierre, South Dakota 57501-2586 605/773-3265

FAX: 605/773-2804

June 25, 2020

Chairperson

Brookings County Commissioners

520 3rd St Suite 210

Brookings SD 57006

Dear County Commissioners:

The South Dakota Department of Transportation has recently completed the development of a Tentative 2021-2024 Four Year Statewide Transportation Improvement Program (STIP). Typically, in-person meetings are held to gather public input. However, this year due to the Covid-19 pandemic, a conference call will be held for each of the four Regions with a pre-recorded presentation of the STIP made available prior to the conference call.

Prior to final consideration of the STIP by the Transportation Commission, public meeting conference calls will be held on the following dates to receive public input on the Tentative Program:

DATE	LOCATION	REGION	TIME
July 7, 2020	Conference Call: 605-679-7263 Conference ID: 998 875 334#	Aberdeen	7:00 PM (CDT)
July 8, 2020	Conference Call: 605-679-7263 Conference ID: 836 280 448#	Mitchell	7:00 PM (CDT)
July 9, 2020	Conference Call: 605-679-7263 Conference ID: 834 967 724#	Rapid City	7:00 PM (MDT)
July 14, 2020	Conference Call: 605-679-7263 Conference ID: 329 099 178#	Pierre	7:00 PM (CDT)
	Please go to dot.sd.gov or https://dot.sd.gov/projects-studies/planning/stip to watch the pre-recorded presentations and information on how to participate in the conference call.		

The Tentative Transportation Improvement Program will be available at <https://dot.sd.gov/projects-studies/planning/stip> for downloading for your information.

You are cordially invited to participate in this important decision-making process.

Cordially,

Darin P. Bergquist, Secretary
Department of Transportation

MISSION: POSSIBLE

Reducing the Impact of Substance Abuse and Mental Illness in Our Communities

SAVE THE DATE

August 19 • 11:30 am - 6:00 pm | August 20 • 7:30 am - 12:30 pm

VIRTUAL CONFERENCE

The South Dakota Area Health Education Center would like to invite you to their first-ever virtual conference this summer! At this event, they will welcome nationally-recognized speakers, local professionals and community leaders to share engaging content and offer networking opportunities for all attendees. All from your desktop or mobile device!

WHO SHOULD ATTEND?

Medical + behavioral health professionals + civic & community leaders + students + educators & school administration + more.

CME + CEU + CNE PENDING

Reserve the date on your calendars now. *Formal invitation to follow!*

