



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

Brookings County Commission meetings are still open to the public! If you would like to attend this meeting, please come to the west doors of the Government Center where a staff member will be stationed to allow you entry to the building. Please, if you have any symptoms of COVID-19 or believe you may have been exposed, consider watching the Commission meeting from home broadcast live on Swiftel channel 19 or ITC channel 168.

1. 8:30 AM Call to Order on Tuesday, March 24, 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:

[03-10-2020 Minutes.pdf](#)

[03-17-2020 Minutes.pdf](#)

B. Approval of travel requests

Documents:

[Travel Requests.pdf](#)

C. Approval of personnel action notices

Documents:

[Personnel Action Notice Report 03242020.pdf](#)

D. Approval of cellular authorizations

E. Approval of the Human Services report

Documents:

[Human Services Report.pdf](#)

6. Routine Business

A. Approval of claims

Action: Motion to Approve, Comments, Roll Call

Documents:

[Claims Payable 3.24.20.pdf](#)
[March Dept of Rev 3.09.20.pdf](#)

B. Department Head reports

C. Finance Officer's Report

Be it noted items:

- *Auditor's Account with the Treasurer*
- *Payroll and Additive Totals*
- *Highway Expenditures Report*
- *Register of Deeds Statement of Fees Collected*
- *2020 Investment Policy with Yearly Transfers*

Documents:

[Finance Officer Report.pdf](#)
[2020 Investment Policy.pdf](#)

D. Be it noted item: Volunteers with the Brookings County Outdoor Adventure Center are to be listed in the minutes for work comp purposes.

Documents:

[Archery Range Volunteers.pdf](#)

7. Scheduled Agenda Items

A. 9:00 AM - City of Volga, Samara Avenue Discussion

8. Regular Business

A. Action to approve Resolution #20-11: a resolution changing the location of the Vote Center site in Sinai, South Dakota.

Action: Motion to Approve, Comments, Roll Call

Documents:

[Res 20-11 Sinai Vote Center.pdf](#)

B. Action to approve Agreement #20-14: an American Institute of Architects agreement between Brookings County and Henry Carlson Construction, LLC for the Brookings County Detention Center Expansion and Remodel Project.

Action: Motion to Approve, Comments, Roll Call

Documents:

A133-2009 - Final Brookings County 2020(2)(1).pdf
A133ExhibitA-2009 - Final - Brookings County 2020(2)(1).pdf
A133ExhibitB_Brookings County 2020.pdf
A201-2007 - Final - 2-19-20(1).pdf

- C. Action to approve Agreement #20-15: a State of South Dakota Department of Transportation Joint Powers Agreement for pocket gopher baiting services.

Action: Motion to Approve, Comments, Roll Call

Documents:

[Agr 20-15 Pocket Gophers.pdf](#)

- D. Action to approve Abatement #20-13: an abatement request made by Terry and Nancy Swenson for parcel #34075-00800-008-00 in the amount of \$360.25.

Action: Motion to Approve, Comments, Roll Call

Documents:

[Abatement Info.pdf](#)
[Abatement 20-13.pdf](#)

- E. Action to approve Abatement #20-22: an abatement request made by United Parish of Elkton for parcel #34450-01300-001-00 in the amount of \$1,114.07.

Action: Motion to Approve, Comments, Roll Call

Documents:

[Abatement 20-22.pdf](#)

- F. Action to approve Abatement #20-23: an abatement request made by Bradley and Tammy Hanson for parcel #31225-00000-011-00 in the amount of \$30.63.

Action: Motion to Approve, Comments, Roll Call

Documents:

[Abatement 20-23.pdf](#)

- G. Action to approve Abatement #20-27: an abatement request made by Christina and Nicholas Castillo for parcel #31185-00300-006-00 in the amount of \$56.81.

Action: Motion to Approve, Comments, Roll Call

Documents:

[Abatement 20-27.pdf](#)

- H. Action to approve the low bid for weed chemicals on all items listed from VanDiest Supply, Ramsdell's, and AgFirst Farmer's Coop.

Action: Motion to Approve, Comments, Roll Call

Documents:

[Weed Bids.pdf](#)

- I. Board Appointment:

- i. Action to fill a position for the remaining 2 years of an unexpired term,

representing District 1, on the Planning & Zoning Commission.

Action: Motion to Approve, Comments, Voice Vote

a. Kyle VanderWal

Documents:

[Planning Zoning - VanderWal.pdf](#)

J. Presentation of the FY2019 Annual Report

i. 2019 Annual Report - Finance Office

Documents:

[2019 Annual Report - Finance.pdf](#)

ii. 2019 Annual Report - Commission Department

Documents:

[2019 Annual Report - Commission.pdf](#)

9. Commission Department Director's Report

Documents:

[Commission Dept Report.pdf](#)
[Surplus Cash Analysis.pdf](#)
[Yearly Comparisons.pdf](#)
[Culvert Project Letter.pdf](#)

10. States Attorney's Office Report

11. Commissioner Reports and Discussion Items

A. Correspondence received

Documents:

[Skychaser Newsletter.pdf](#)
[Boys and Girls Club Thank You.pdf](#)
[DENR to Kodiak Pork.pdf](#)

12. Executive Session - in accordance with SDCL §1-25-2(4)(6): Contract Negotiations, Security Information

Action: Motion to Enter Into Executive Session, Voice Vote

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

13. Adjournment

Action: Motion to Approve, Voice Vote

14. Public Notices

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, MARCH 10, 2020

The Brookings County Board of County Commissioners met in regular session on Tuesday, March 10, 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 8:00 a.m.

EXECUTIVE SESSION

Motion by Jensen, seconded by Boersma to enter into Executive Session at 8:00 a.m., in accordance with SDCL 1-25-2(1), personnel. All members voted "aye." Motion carried.

Motion by Boersma, seconded by Krogman to come out of Executive Session at 8:36 a.m. All members voted "aye." Motion carried.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF AGENDA

Motion by Boersma, seconded by Krogman to approve the agenda for the March 10, 2020 Commission Meeting.

Motion by Pierce, seconded by Boersma to amend the agenda and remove Agreement #20-14: an American Institute of Architects agreement between Brookings County and Henry Carlson Construction, LLC for the Brookings County Detention Center Expansion and Remodel Project from the agenda.

Voice vote on amendment: all members voted "aye." Amendment carried. Voice vote on main motion as amended: all members voted "aye." Main motion as amended carried.

CONSENT AGENDA

Motion by Boersma, seconded by Krogman 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 February 18, 2020 Commission Meeting and the minutes from the February 21, 2020 Commission Meeting.

Travel Requests: Dan Nelson to attend a SDSAA Board Meeting on February 12th in Pierre; Dan Nelson to provide legislative testimony on February 26th in Pierre; Commissioners, Department Heads and/or Deputies to attend the Sioux Valley Commissioner Association (10-County) Meetings in March, May, August and November hosted by various counties quarterly; Kristen Witchey & Laura Littlecott to conduct ADA Compliance Reviews of polling locations on March 11th & 12th in Brookings; Commissioners & Detention Center Staff to attend a tour of the Minnehaha County Jail

on March 20th in Sioux Falls; Richard Haugen to attend a FEMA G191 Emergency Management Center/Incident Command System Interface Course on March 23rd-24th in Yankton; Sonia Mack to attend the 2020 SDAE4-HP Spring Conference and 4-H Professionals' Spring Training on March 30th-April 3rd in Rapid City; Kim Ellingson to attend a 4-H Online Training on April 6th in Sioux Falls; Jessica Hansen to attend a 4-H Online Training on April 6th in Sioux Falls; Jeremy Kriese to attend a Statewide Sex Offender Registry Conference on April 19th-21st in Deadwood; Jacob Brehmer to attend the 2020 Mid-Year Assessor School on July 6th-10th in Pierre.

Personnel Action Notices: annual review- Misty Moser to \$48,665, effective January 1, 2020; annual review- Lisa Radtke to \$22.49, effective February 19, 2020; annual review- Reid Squires to \$24.98, effective March 1, 2020; voluntary resignation- Laura Littlecott, effective March 20, 2020;

Cellular Authorizations: Tara Rodriguez- Basic Usage at \$30/month.

Human Services Report: case #20-013 for a funeral was approved; case #20-014 for rent was approved.

SPECIAL RECOGNITION

The board recognized Robert McGrath from the Local Emergency Planning Committee as he has retired from the committee.

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, \$410.75; Alex Stuefen, Boot Allowance, \$202.34; Allegra Print & Imaging, Map Binding, \$5.00; Anthony Teesdale, Crt Appt Attorney, \$579.05; Aragon, Antonio, Translation Services, \$37.50; Aragon, Martha A, Translation Services, \$187.50; At&T Mobility, Mobile Service, \$720.72; Avera Medical Group, Inmate Medical, \$651.75; Axon Enterprise Inc, Fleet 2 Unlimited, \$13,932.00; Banner Associates, Design Services/Construction, \$20,219.50; Bauer, Tim, Meal Reimbursement Conference, \$55.24; Best Western Ramkota Inn, Lodging Weed & Pest Conference, \$459.95; Blackburn & Stevens Prof, CAA Inv Mental Illness Hearing, \$166.00; Blackstrap Inc, Road Salt, \$14,137.65; Boarman Kroos Vogel Group, Dentention Cntr Expansion, \$46,847.23; Brian Gustad, Reimburse Flight to NACE, \$485.70; Brookings Area Chamber, 2019 Pre-Legislative Luncheon, \$25.00; Brookings City Utilities, Phone Service, \$34.42; Brookings City Utilities, Utilities/Phone Service, \$7,508.93; Brookings Credit Bureau, Collection, \$993.20; Brookings Health System, January Blood Alcohol Tests, \$16,852.00; Brookings Register, Subscription, \$198.76; Buhls of Brookings Cleaners, Jail Supplies, \$81.80; Century Business Products, Copier Contract, \$1,028.07; Century Link, Phone Service, \$154.81; CHS, Diesel, \$17,675.18; Cintas Corporation, Laundry Services, \$243.79; City of Brookings, Animal Control Unclaimed Pets, \$60.00; City of Brookings, E911, \$81,316.23; City of Brookings, Interchange Civil Design Inc, \$6,338.75; City of Brookings, Joint Building Expenses, \$3,047.16; Codington County Auditor, 10 County Registration, \$84.00; Compass Counseling & Assessment, Psychosexual Assessment, \$1,800.00; Concrete Materials Inc, Pea Rock, \$8,122.30; Creative Printing, Envelopes, \$105.59; Custom Truck Equipment Inc, Front Bumper, \$1,325.00; Dakota Fluid Power Inc, Preset Oil Meter, \$906.10; Darcy Lockwood, Inv Mental Illness Hearing, \$27.00; Dell Marketing LP, Poweredge R740 Server, \$19,132.38;

Den-Wil Inc, March Community Health Rent, \$960.00; East Central Behavioral Health, 2020 Budget Allocation, \$150,000.00; Eidsness Funeral Home, County Burial, \$3,000.00; Einspahr Auto Plaza, Commission Durango, \$26,722.00; Einspahr Auto Plaza, Oil, Sealant, \$62.22; Einspahr Auto Plaza, Three Patrol Trucks, \$83,384.00; Empire Investments Llc, Tax Certificates, \$780.81; Empire Investments Llc, Tax Certificates, \$692.72; Empire Investments Llc, Tax Certificates, \$2,965.00; Empire Investments Llc, Tax Certificates, \$2,399.63; Empire Investments Llc, Tax Certificates, \$11,254.72; Empire Investments Llc, Tax Certificates, \$12,813.01; Empire Investments Llc, Tax Certificates, \$2,743.40; ESEind, Inc, Comm Health 24/7 Monitoring, \$530.35; Executive Mgmt Finance Office, January 2020 Tech Access Fee, \$53.00; Express Collections, Collection, \$524.40; Faulk County Sheriff, Inmate Housing, \$595.00; Foerster Distributing, Jail Janitorial Supplies, \$806.30; Foerster Testing Limited, Brownlee Pit Testing, \$160.00; Ford, Deb, Extension Brd Mtg Mileage, \$20.16; Gass Law, PC, Crt Appt Attorney, \$2,011.95; Hometown Service & Tire, Llc, Vehicle Service, \$109.99; Hy-Vee Food Store, Inmate Meals, Jury Meals, Zoning Mtg Refreshments, \$27,835.31; Jackrabbit Sports Property, BCOAC Advertising, \$1,000.00; Jennifer Goldammer, Crt Appt Attorney, \$1,240.85; Jennifer Pickard, Extension Brd Mileage, \$12.60; Jordyn Bangasser, Crt Appt Attorney, \$932.21; Katterhagen, Mark, Inv Mental Illness Hearing, \$27.00; Kennedy Pier Knoff Loftus, CAA Inv Mental Illness Hearing, \$50.50; Kibble Equipment Llc, Screws, Adapter, Parts, \$582.59; Kimball Midwest, Shop Supplies, \$2,267.74; Konard O Hauffe DDS PC, Inmate Dental, \$574.00; Kyle's Tools, Shop Tools, \$3,716.69; L&L Auto & Truck Parts, Jail Vehicle Parts, \$5.98; L.G. Everist, Inc, Icing Sand, \$3,235.04; Laura Stern, Extension Brd Mileage, \$8.82; Lewis & Clark Behavioral Health, Mental Health Intakes, \$712.00; Lewno, Lucy, Inv Mental Illness Hearing, \$323.00; Light & Siren, Amber Light, Beacon, \$1,613.00; Lincoln County Auditor, Mental Illness Hearing Charges, \$1,740.75; Mack, Sonia, February Mileage-Programming, \$71.82; Marco, Agreement-5yr License, \$2,773.27; Martin Oil Company, Diesel Pump, Diesel, \$1,909.54; Matheson Tri-Gas Inc, Welding Supplies, \$755.22; McKeever's Vending, Inmate Commisary, \$1,123.64; Mediacom Llc, March Law Library Internet, \$136.90; Midco Business, BCOAC Advertising, \$72.00; Minnehaha County JDC, JDC Costs, \$10,897.40; Moriarty Rentals, COP Rent, \$595.00; Moser, Misty, Per Diem, Conference, \$72.00; Mr. V's Professional Body, Patrol Vehicle Repairs, \$181.00; Nancy J Nelson, Crt Appt Attorney, \$2,039.10; National Sheriff's Association, 2020 National Sheriff's Association Dues, \$129.00; Newegg Business Inc, UPS Battery, Election Laptops, \$10,980.78; Northwestern Energy, Natural Gas Utilities, \$3,135.51; Office Peeps Inc, Office Supplies, \$454.12; One Office Solution, Office Supplies, \$468.67; Parmely, Ronny, Extension Brd Mileage, \$11.76; Patricia J Hartsel, Transcripts, \$587.00; Pharmchem Inc, Sweat Patch Analysis, \$28.55; Plastic Works, Install Lining in Belly Dump, \$7,450.00; Prochem Dynamics Llc, Janitorial Supplies, \$222.06; Qualified Presort Service, 2020 Assessment Notice Mailing, \$966.95; RC First Aid, Jail Medical Inmate Supplies, \$53.75; RDO Equipment Co, Hydra Oil Inventory Item, \$3,661.20; Reed T Mahlke, Crt Appt Attorney, \$2,788.50; Rick Ribstein, Crt Appt Attorney, \$1,495.15; Robby's Auto Shop, Patrol Vehicle Maint/Repair, \$56.75; Running's Supply Inc, Supplies, \$1,236.84; Sanford Health, Inmate Medical, \$69.75; Schneider Geospatial Llc, Beacon Hosting, \$2,910.00; SD Dept of Transportation, Bridges, \$10,222.63; SD Law Review, Volume 65 Subscription, \$35.00; SD Newspaper Service, Job Postings, \$170.72; SD Public Assurance Alliance, JD Loader/Bucket, \$270.93; SDAAO, 2020 Mid-Yr School Registration, \$350.00; Sioux Valley Cleaners Inc, WIC Janitorial February, \$442.00; Steven Skeels, Property Tax Refund, \$899.94; Steven Ust, Building Inspections, \$2,100.00; Terry D Wiczorek PC, Crt Appt Attorney, \$3,543.22; The Exchange, BCOAC Guns, \$1,552.00; Thomson Reuters - West, West Info Charges, \$1,093.83; Tim Hogan, Crt Appt Attorney, \$3,875.15; Town & Country Shopper, 2020 Annual Mtg Publishing, \$168.00; Two Way Solutions Inc, Jail Radios, Antennae-Patrol, \$765.83; Tyler Technologies, Tyler Tech-Doc Pro Support, \$5,600.60; US Postal Service, Postage for Hasler Machine, \$10,000.00; Vander Haag's Inc, Fuse Box, \$125.00; Ver Beek Law Prof, Llc, CAA Inv Mental Illness Hearing, \$235.25; Verizon Wireless, Wireless Service, \$40.01; Walburg, Duane, Animal Control Mileage, \$114.66; Walmart Community, Office Supplies, \$115.37; Water Works Llc, Repair, \$67.50; Wells Fargo, Wells

Fargo CC Charges, \$2,184.83; Yankton County Sheriff, Service of Process, \$100.00; March Cell Phones: Bartley, Michael, \$75.00; Eileen Aberle, \$45.00; Anderson, Jeffrey G, \$75.00; Biteler, David, \$30.00; Suzanne Bjordal, \$30.00; Angela Boersma, \$75.00; Rusty Brandsrud, \$30.00; Brehmer, Jacob, \$105.00; Dave Bublitz, \$45.00; Buseth, Vicki, \$105.00; Chapman, Beverly, \$105.00; Jeffrey Conrad, \$30.00; Friedrich, Cliff, \$45.00; Giegling, Mike, \$30.00; Gross, Linda, \$30.00; Brian Gustad, \$105.00; Haider, Darin, \$60.00; Richard Haugen, \$45.00; Heidemann, Terrance, \$30.00; Hieb, Jere, \$30.00; Hieb, Richard, \$30.00; Hill, Robert, \$105.00; Holzhauser, Michael, \$105.00; Jensen, Larry, \$75.00; Justin Johnson, \$30.00; Benjamin Kleinjan, \$105.00; Larry Klingbile, \$30.00; Kriese, Jeremy, \$30.00; Krogman, Ryan, \$75.00; Langstraat, Manual, \$30.00; Dane Larsen, \$30.00; Littlecott, Laura, \$45.00; McCrea, Don, \$15.00; Eric Mette, \$75.00; Moser, Misty, \$75.00; Kevin Murfield, \$30.00; Dan C Nelson, \$105.00; Paige Petersen, \$105.00; Lee Ann Pierce, \$75.00; Jon Pike, \$60.00; Plowman, Shawn, \$90.00; Bryan Schreur, \$30.00; Sebring, Scott, \$105.00; Reid Squires, \$30.00; Stanwick, Martin, \$105.00; Steffensen, Stacy, \$105.00; Cody Sunderland, \$30.00; Sweebe, Bart, \$105.00; Witchey, Kristen, \$75.00.

Finance Officer’s Report

Finance Officer Vicki Buseth presented the Auditor’s Account with the Treasurer for January 2020 with the board.

January 2020

<i>Total amount of deposits in banks.....</i>	<i>\$28,473,360.67</i>
<i>Total amount of actual cash: Currency.....</i>	<i>\$13,196.00</i>
<i>Coins.....</i>	<i>\$5.01</i>
<i>Total amount of checks/drafts in Treasurer’s possession not exceeding 3 days....</i>	<i>\$89,598.92</i>
<i>Itemized list of all other items.....</i>	<i>(\$157,292.31)</i>
<i>TOTAL.....</i>	<i>\$28,418,868.29</i>

Department Head Reports

Highway Superintendent Brian Gustad said he attended an Annual Miner Safety and Health Administration Training. Gustad said Brookings County was granted \$1,375,000 for the Big Sioux River bridge north of Bruce. He said this award was through the Bridge Improvement Grant Program. Gustad said this bridge will be replaced in its entirety; he will keep the board informed as it moves forward.

Gustad updated the board on the bridges south on county road 77. Gustad said the deck pour took place on the south structure so the contractor will be removing false work and anything that would be prone to flooding now that temps are above freezing. He said the work will commence as soon as the river levels allow on the north structure.

Gustad said staff was able to get out and perform crack sealing maintenance on county road 9 just outside of Brookings.

Gustad said annual load limits will go in effect March 16, 2020.

SCHEDULED AGENDA ITEM

As scheduled at 9:00 a.m., the board held a Public Hearing for a Supplemental Budget Resolution.

Motion by Pierce, seconded by Jensen to approve and authorize Chairperson Bartley to sign Resolution #20-07: a supplemental budget resolution.

Chairperson Bartley opened the public hearing and called for proponents and opponents. Hearing none, Chairperson Bartley closed the public hearing.

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

Resolution #20-07
SUPPLEMENTAL BUDGET RESOLUTION

WHEREAS, the Brookings County Board of County Commissioners did authorize the County Finance Officer to publish a notice of hearing for the consideration of a proposed supplemental budget, and

WHEREAS, the time and place for consideration of such supplemental budget was given, and

WHEREAS, the adoption of said proposed supplemental budget was duly considered by the Board of County Commissioners on the 10th day of March, 2020, at 9:00 AM in the County Commission Chambers in a regularly scheduled meeting and any objections having been made before said Board to the adoption of such supplemental budget.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners within and for the County of Brookings, State of South Dakota, that the following supplemental budget be, and the same is, hereby approved for the purposed of providing budget to conduct the indispensable functions of government.

FROM:	250-2-274-1500:	Restricted Fund Balance- ROD Relief Fund	\$12,000
TO:	250-4-163-4290:	Other Current Expenditures	\$12,000

Dated this 10th day of March, 2020.

Chairperson: Michael Bartley
Vice-Chairperson: Larry Jensen
Commissioner: Lee Ann Pierce
Commissioner: Angela Boersma
Commissioner: Ryan Krogman

SCHEDULED AGENDA ITEM

Motion by Pierce, seconded by Krogman to approve a request from Isaac Wilde, Wilde Air Service, LLC to land airplanes on county roads.

Wilde said that he didn't need to use any county roads last year, but wanted this in place if there was a need this year.

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

Department Head Reports Continued

Highway Superintendent Brian Gustad continued with his report.

Gustad reviewed the 2019 Chip Seal program with the board. He said his recommendation is to award the bid to TopKote Inc. of Yankton, for the 2020 Chip Seal project. Gustad said their bid came in at \$184,941.72 for the entire project, which consists of 40.1 miles.

Gustad said he did not bid the fog seal work because they have the equipment to perform the work themselves.

Gustad asked the board for permission to purchase a 2020 Chevrolet Silverado 2500HD from Brookings Auto Mall rather than from a vendor listed on the state bid. He said he budgeted \$45,000 for a new truck; Brookings Auto Mall bid \$34,454 and State Bid was \$33,036. Gustad said he would like to purchase the vehicle locally. By consensus, the board gave Gustad approval to purchase the truck locally.

Pierce said the Drainage Ad Hoc Committee met and said they are looking at the drainage ways. Pierce asked how they handle county culverts. Gustad said they inspect each culvert once a year.

Krogman thanked Gustad for working hard to get the county the \$1.3 million grant from the BIG Grant Program.

Sheriff Martin Stanwick said his department will be better this year at ticketing people who go around barricades and get themselves stuck.

Stanwick said there are 41 inmates in jail with one inmate being housed in Faulk County due to safety concerns because of his charges.

Stanwick said there are 154 individuals participating on the 24/7 program.

Stanwick said they will begin screening over at the courthouse on Monday, April 6th.

Register of Deeds Beverly Chapman said the new Lektriever has been installed. She encouraged the board to come and take a look at it.

County Development Director Robert Hill said an LEPC Meeting was held on February 20th. Hill said he attended the NACo Legislative Conference in Washington DC.

Hill said County Development Deputy Director Richard Haugen conducted an EM briefing with the City of White. He said 1,000 sandbags were delivered to them.

Hill said a Joint Jurisdiction Area Planning Meeting was held on March 3rd and an EM briefing was given at the Towns and Townships Meeting on March 5th.

Hill discussed upcoming dates with the board.

Hill discussed the coronavirus with the board. Hill said South Dakota will see cases of it, along with Brookings County and every small town. Hill said it's no worse than the regular flu and to not panic but to be prepared.

Hill said citizens will be receiving a letter in the mail from the U.S. Census Bureau. Hill informed citizens to use a computer, login with the 10 digit code, and answer the questions. Hill said if the letter is thrown away, you will be visited by an employee from the U.S. Census Bureau.

Be It Noted

Volunteers with the Brookings County Outdoor Adventure Center are to be listed in the minutes for work comp purposes: Thomas Delaney, Dann Finn, Jay Hotchkiss, Shari Layman, Matt Olsen, Bruce Olson, Jason Overby, Jakob Petit, Drew Stauffer, Monte VandeKop and Paul Wiese.

REGULAR BUSINESS

Motion by Pierce, seconded by Boersma to approve for recording purposes and authorize Chairperson Bartley to sign Resolution #20-08: a plat of Lot 11A in Cedar Pointe Addition in

Government Lot 3 of the NW ¼ of Section 28-T109N-R50W of the 5th P.M., Brookings County, South Dakota. Background information was provided by County Development Director Robert Hill.

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 #20-09: a plat of Lots 1A and 2A of Goodfellow Addition in the N ½ of the NE ¼ of Section 18, T111N, R51W of the 5th P.M., Brookings County, South Dakota. Background information was provided by County Development Director Robert Hill.

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

Motion by Krogman, seconded by Jensen to approve and authorize Chairperson Bartley to sign Resolution #20-10: a resolution authorizing the purchase of concrete pipe based upon the price established through the Codington County, South Dakota bid process.

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

Resolution #20-10

A RESOLUTION AUTHORIZING THE PURCHASE OF CONCRETE PIPE BASED UPON THE PRICE ESTABLISHED THROUGH CODINGTON COUNTY, SOUTH DAKOTA BID PROCESS

WHEREAS, the Brookings County Highway Department will need new Concrete Pipe in 2020; and

WHEREAS, Codington County has recently gone through a competitive bidding process for reinforced concrete culverts, concrete box culverts, precast concrete bridge deck units and bridge beams, such bidding process culminating in the bids being opened on February 11, 2020

WHEREAS, Forterra Pipe & Precast, was the lowest responsible bidder under such Codington County, South Dakota, bid process and, Forterra Pipe & Precast is willing to sell to Brookings County under the same terms and options as available to Codington County, 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 the Brookings County Highway Department is hereby authorized and directed to contract for reinforced concrete culverts, concrete box culverts, and precast concrete bridge deck units and bridge beams, with Forterra Pipe & Precast based upon the bid price, or less, as established through the competitive bidding process of Codington County, South Dakota.

Adopted this 10th day of March, 2020

Michael Bartley
Chairperson, Brookings County
Board of County Commissioners

ATTEST:

Vicki Buseth

Brookings County Finance Officer

Motion by Boersma, seconded by Krogman to approve and authorize Chairperson Bartley to sign Agreement #20-04: a Memorandum of Understanding between the City of Brookings and Brookings County regarding the participation in the cost and authorization of construction of an interstate interchange at 20th Street South on Interstate 29.

All members voted “aye.” Motion carried.

Motion by Krogman, seconded by Jensen to approve and authorize Chairperson Bartley to sign Agreement #20-05: an agreement between Brookings County and Bowes Construction for the 2020 Brookings County Surfacing Project.

All members voted “aye.” Motion carried.

Motion by Pierce, seconded by Krogman to award the bid for ¾ crushed gravel to low bid on all items listed from Sterzinger Construction, Elkton, SD and Nitteberg Construction, Estelline, SD.

All members voted “aye.” Motion carried.

¾” Crushed Gravel

Contractor Name	Sterzinger Construction	Nitteberg Construction	Bowes Construction
North Part/40,000 ton	\$6.60/ton	\$6.60/ton	\$5.50/ton
Location	Highway 30	Estelline	White Exit
South Part/40,000 ton	\$6.50/ton	-	-
Location	By Skyview	-	-

Motion by Pierce, seconded by Boersma to award the bid for HR class asphalt to low bid on all items listed from Bowes, Construction, Brookings, SD.

All members voted “aye.” Motion carried.

HR Class Asphalt

Contractor Name	Bowes Construction
Quartzite	\$55.00/ton

Motion by Krogman, seconded by Boersma to award the bid for natural cover aggregate to low bid on all items listed from Johnson Brothers, Madison, SD and Concrete Materials, Corson, SD.

All members voted “aye.” Motion carried.

Natural Cover Aggregate

Contractor Name	Concrete Materials	Johnson Brothers	Bowes Construction
Price Per Ton to Include Royalty	\$11.60/ton	\$11.00/ton \$19.96/ton Delivered	\$124.65
Pit Location	Corson	Rutland	-

Motion by Jensen, seconded by Krogman to award the bid for road oil to low bid on all items listed from Flint Hills Resources, LP, Marshall, MN and Jebro, Inc., Sioux City, IA.

All members voted “aye.” Motion carried.

Road Oil

Contractor Name	Flint Hills	Jebro, Inc.
Asphalt Cutback (MC-3000)	\$582.88	\$579.31
CRS2-P Emulsion	\$488.58	\$509.53
CSS1H-3:1 Emulsion	-	\$379.53

Motion by Krogman, seconded by Boersma to award the bid for asphalt patching to low bid on all items listed from Bowes Construction, Brookings, SD.

All members voted “aye.” Motion carried.

Asphalt Patching

Contractor Name	Bowes Construction
5,000 Ton Asphalt Delivered & Placed	\$124.65/ton
Bid Bond	Included

Motion by Jensen, seconded by Krogman to award the bid for equipment rentals to low bid on all items listed from Prussman Contracting, Brookings, SD, Titan Rentals, Sioux Falls, SD, Bowes Construction, Brookings, SD, and Rounds Construction, Inc., Brookings, SD.

All members voted “aye.” Motion carried.

Motion by Boersma, seconded by Krogman to award the bid for the 2020 chip sealing miles of Brookings County roads to TopKote, Inc., Yankton, SD.

All members voted “aye.” Motion carried.

2020 Chip Sealing Miles of Brookings County Roads

Contractor Name/City	Road Guy Construction Yankton, SD	TopKote Inc. Yankton, SD	Bituminous Paving Inc. Ortonville, MN	Jensen Rock & Sand Inc. Mobridge, SD
Grand Total	\$185,696.00	\$184,941.72	\$228,394.96	\$186,333.44
Bid Bond %	Included	Included	Included	Included

Motion by Jensen, seconded by Boersma to approve and authorize Chairperson Bartley to sign Agreement #20-06: a purchase agreement between Brookings County and Sterzinger Construction of Elkton, SD for ¾ crushed gravel.

All members voted “aye.” Motion carried.

Motion by Krogman, seconded by Boersma to approve and authorize Chairperson Bartley to sign Agreement #20-07: a purchase agreement between Brookings County and Nitteberg Construction of Estelline, SD for ¾ crushed gravel.

All members voted “aye.” Motion carried.

Motion by Boersma, seconded by Krogman to approve and authorize Chairperson Bartley to sign Agreement #20-08: a purchase Agreement between Brookings County and Bowes Construction of Brookings, SD for HR class asphalt.

All members voted “aye.” Motion carried.

Motion by Boersma, seconded by Krogman to approve and authorize Chairperson Bartley to sign Agreement #20-09: a purchase agreement between Brookings County and Johnson Brothers, Rutland, SD for natural cover aggregate.

All members voted "aye." Motion carried.

Motion by Krogman, seconded by Boersma to approve and authorize Chairperson Bartley to sign Agreement #20-10: a purchase agreement between Brookings County and Concrete Materials, Corson, SD for natural cover aggregate.

All members voted "aye." Motion carried.

Motion by Pierce, seconded by Boersma to approve and authorize Chairperson Bartley to sign Agreement #20-11: a purchase agreement between Brookings County and Flint Hills, Marshall, MN for road oil.

All members voted "aye." Motion carried.

Motion by Boersma, seconded by Krogman to approve and authorize Chairperson Bartley to sign Agreement #20-12: a purchase agreement between Brookings County and Jebro, Inc., Sioux City, IA for road oil.

All members voted "aye." Motion carried.

Motion by Krogman, seconded by Boersma to approve and authorize Chairperson Bartley to sign Agreement #20-13: a purchase agreement between Brookings County and Bowes Construction, Inc. of Brookings, SD for asphalt patching.

All members voted "aye." Motion carried.

Motion by Jensen, seconded by Pierce to approve Abatement #20-01: an abatement request made by Ricky and Andrea Lemke for parcel #31275-00300-003-00 in the amount of \$52.37. Background information was provided by Director of Equalization Jacob Brehmer.

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

Motion by Pierce, seconded by Boersma to approve Abatement #20-02: an abatement made by Blake A. Larson for parcel #31225-00000-018-00 in the amount of \$69.66.

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

Motion by Boersma, seconded by Krogman to approve Abatement #20-03: an abatement request made by Jon R. Pike for parcel #31226-00000-021-00 in the amount of \$61.26.

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

Motion by Pierce, seconded by Krogman to approve Abatement #20-04: an abatement request made by Brookings Municipal Utilities/City of Brookings for parcel #40245-00100-004-00 in the amount of \$1,413.17. Background information was provided by Director of Equalization Jacob Brehmer.

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

Motion by Boersma, seconded by Jensen to approve Abatement #20-06: an abatement request made by Valley Communications, Inc. for parcel #36525-00300-005-00 in the amount of \$1,107.82. Background information was provided by Director of Equalization Jacob Brehmer.

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

Motion by Krogman, seconded by Boersma to approve Abatement #20-07: an abatement request made by Adam H. and Stephani M. Buchholtz for parcel #31050-01400-001-00 in the amount of \$66.20. Background information was provided by Director of Equalization Jacob Brehmer.

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

Motion by Krogman, seconded by Boersma to approve Abatement #20-08: an abatement request made by Kari R. Stevens for parcel #31226-00000-010-00 in the amount of \$53.85.

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

Motion by Jensen, seconded by Krogman to approve Abatement #20-12: an abatement request made by S.H. Investments, LLC for parcel #36550-00100-004-00 in the amount of \$459.93. Background information was provided by Director of Equalization Jacob Brehmer.

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

Motion by Boersma, seconded by Pierce to approve Abatement #20-24: an abatement request made by Danny L. Skordahl for parcel #12140-10950-333-10 in the amount of \$255.61. Background information was provided by Director of Equalization Jacob Brehmer.

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

Motion by Krogman, seconded by Boersma to approve Abatement #20-25: an abatement request for a property tax exemption for parcel #32150-02800-004-00 in the amount of \$1,254.62. Background information was provided by Finance Officer Vicki Buseth.

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

Motion by Krogman, seconded by Boersma to approve Abatement #20-26: an abatement request for a property tax exemption for parcel #19980-11148-202-00 in the amount of \$517.56.

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

Motion by Krogman, seconded by Jensen to approve an Automatic Supplement in the Sheriff’s Office for reimbursement from the Courthouse Security Grant to G 101-4-212-4268, receipt #00496344, in the amount of \$2,960.93.

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

Motion by Boersma, seconded by Krogman to approve and authorize Chairperson Bartley to sign a Request to Fill Vacancy for temporary election workers in the Finance Office.

All members voted “aye.” Motion carried.

Motion by Jensen, seconded by Krogman to approve and authorize Chairperson Bartley to sign a Request to Fill Vacancy for an HR Specialist in the Commission Department.

All members voted “aye.” Motion carried.

SCHEDULED AGENDA ITEM

Motion by Krogman, seconded by Boersma to enter into Executive Session at 10:00 a.m., in accordance with SDCL 1-25-2(1), personnel. All members voted “aye.” Motion carried.

Motion by Pierce, seconded by Boersma to come out of Executive Session at 11:24 a.m. All members voted “aye.” Motion carried.

Commissioner Krogman left the meeting at 11:24 a.m.

REGULAR BUSINESS

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

Steffensen said Equalization Boards are scheduled for Tuesday, April 14th at 8:30 a.m.

Steffensen said the City of Volga would like direction from the Commission on the proposed Samara Avenue project. Pierce asked Steffensen to reach out to the City of Volga and Banner Associates and schedule them for a future commission meeting so they can hear what Volga is proposing.

Steffensen discussed the Coronavirus with the board. Steffensen said many organizations are making plans in the event that the virus hits the area. She said a county policy is in place for inclement weather, but asked what it would look like for a pandemic. She asked if it would be administrative leave or if employees would have to use sick leave or vacation. Pierce asked Steffensen to reach out to the department heads and see what that would look like for each of their offices to be closed.

Steffensen discussed upcoming dates with the board.

States Attorney Dan Nelson said JDAI has approached county and local stakeholders and proposed a grant funded position that would allow the States Attorney’s office to defer juveniles to a program that would be run through the Boys & Girls Club. He said this would be for higher level offenses. Nelson said it’s a three year agreement at a cost of \$60,000 per year. Pierce said the county commission will see this agreement on a future agenda.

Pierce asked Nelson if it would be possible for someone in his office to create a checklist for townships to follow when holding township meetings.

COMMISSIONERS’ REPORTS & DISCUSSION

Commissioner Pierce attended and discussed the Public Affairs Meeting.

Commissioner Boersma deferred her report until the next regular scheduled meeting.

Commissioner Jensen reviewed candidates for the BCOAC Director position; attended a BCOAC Advisory Board Meeting; attended the Conservation District Board Meeting; attended the Weed & Pest Meeting; attended the County Annual Weed & Pest Board Meeting in conjunction to the Towns & Townships Meeting; and reviewed additional candidates for the BCOAC Director position.

Commissioner Bartley deferred his report until the next regular scheduled meeting.

ADJOURNMENT

Motion by Jensen, seconded by Boersma to adjourn. All members voted “aye.” Motion carried. The next regular scheduled meeting is Tuesday, March 24, 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
Finance Assistant II
Brookings County

Published once at the approximate cost of_____.

BROOKINGS COUNTY COMMISSION MEETING

TUESDAY, MARCH 17, 2020

The Brookings County Board of County Commissioners met in special session on Tuesday, March 17, 2020 Commission Meeting 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 Krogman to approve the agenda for the March 17, 2020 Commission Meeting. All members voted "aye." Motion carried.

EXECUTIVE SESSION

Motion by Krogman, seconded by Boersma to enter into Executive Session at 8:31 a.m., in accordance with SDCL 1-25-2(1)(3), personnel and consulting with legal counsel. All members voted "aye." Motion carried.

Motion by Boersma, seconded by Jensen to come out of Executive Session at 11:13 a.m. All members voted "aye." Motion carried. No action was taken.

ADJOURNMENT

Motion by Jensen, seconded by Boersma to adjourn. All members voted "aye." Motion carried. The next regular scheduled meeting is Tuesday, March 24, 2020 Commission Meeting.

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
Finance Assistant II
Brookings County

Brookings County

Travel / Education Request Form

Name(s): Angela Boersma

Department: Commission

Position(s): Commissioner

Date(s)	Beginning Odometer	Ending Odometer	Destination
Feb 28 - Mar 4, 2020			Washington DC

Reason for Travel:

NACo Legislative Conference

Passengers:

Estimated Expenses:

- Method of Travel: County Vehicle Private Auto

116 Miles @ \$ 0.42 /per mile = \$ 48.72

• Meals: 4 Breakfast(s) @ \$ 10.00 = \$ 40.00

4 Lunch(s) @ \$ 18.00 = \$ 72.00

5 Dinner(s) @ \$ 28.00 = \$ 140.00

- Additional Expenses (taxi, parking, etc.):

Please list: Lyft, Metro Pass, Parking, Flight = \$ 772.99

• Lodging (Estimated number of nights): 5 nights = \$ 781.68

• Registration (Estimated cost): \$515 = \$ 515.00

Total Cost Estimate: = \$ 2,370.39

Department Head designated mileage rate: \$ /per mile


Department Head Signature

3/9/2020
Date

Brookings County
Travel / Education Request Form

Name(s): Misty Moser

Department: Weed & Pest Position(s): Supervisor

Date(s)	Beginning Odometer	Ending Odometer	Destination
March 13, 2020			Clear Lake, SD

Reason for Travel:
Duel County Annual Meeting

Passengers:
Myself

Estimated Expenses:

- Method of Travel: County Vehicle Private Auto
 70 Miles @ \$ 0 /per mile = \$ 0
 - Meals: 0 Breakfast(s) @ \$ _____ = \$ 0
 0 Lunch(s) @ \$ _____ = \$ 0
 0 Dinner(s) @ \$ _____ = \$ 0
 - Additional Expenses (taxi, parking, etc.):
 Please list: 0 = \$ 0
 - Lodging (Estimated number of nights): 0 = \$ 0
 - Registration (Estimated cost): 0 = \$ 0
- Total Cost Estimate:** = \$ 0

Department Head designated mileage rate: \$ _____ /per mile



 Department Head Signature

3-9-2020

 Date

Travel / Education Request Form

Name(s): Manuel Langstraat

Department: Sheriff's Office

Position(s): Deputy Sheriff

Date(s)	Beginning Odometer	Ending Odometer	Destination
4/29/2020		106.5mi	Davison County Fairgrounds, Mitchell, SD
4/29/2020		106.5mi	Residence

Reason for Travel:

Taser Instructor Recertification Course (Mitchell)

Passengers:

None

Estimated Expenses:

- Method of Travel: County Vehicle Private Auto

213 Miles @ \$ _____ /per mile = \$ 0

- Meals: _____ Breakfast(s) @ \$ _____ = \$ 0

1 Lunch(s) @ \$ 14.00 = \$ 14.00

_____ Dinner(s) @ \$ _____ = \$ 0

- Additional Expenses (taxi, parking, etc.):

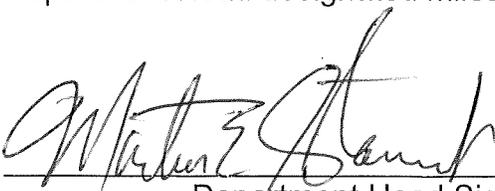
Please list: _____ = \$ 0

- Lodging (Estimated number of nights): _____ = \$ 0

- Registration (Estimated cost): Online registration = \$ 495.00

Total Cost Estimate: = \$ 509.00

Department Head designated mileage rate: \$ _____ /per mile



 Department Head Signature

3-12-20

 Date

Description: TASER X26P, X2 and the new TASER 7 Instructor certification course – With the release of Version 21, we have reformatted the Instructor course to teach students how to develop and safely execute scenarios and isolation drills, provide more in depth scenario training, and Virtual Reality training. Students will learn how to develop and safely implement scenarios, Isolation drills and conduct teach backs to hone their Instructor skills. You will be certified to instruct others on the use of one or more of the X26P, X2 and TASER 7 TASER Conducted Energy Weapons. The online portion is a prerequisite to attend the ONE Day in-classroom training. (All Students attend just one day).

What to bring: Dress is casual. Bring your department issued TASER holster (if applicable). Holsters will be available for those who need them. Please bring your duty belt with NO firearms, ammunition, or weapons of any kind.

Reminder: The online portion of this course is required to be completed before training date. You will receive access to your online learning two weeks before your training dates, email training@axon.com for assistance if you have any issues with access.

Purchase Course Now

Already Purchased Access? Select a Session to Enroll In.

Mitchell, SD | 4/29/2020

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Personnel Action Notice Summary

Commission Meeting: March 24, 2020

Employee Name:	Bryan Schreur				
Department:	Sheriff	Position:	Deputy		
Effective Date:	04/01/2020	Salary/Wage:	\$ 24.98		
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	

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: March 24, 2020

Reference #: 20-015

Request: Utilities

Amount: \$ 291.96

Recommendation of County Assistance Officer: Approved Past Due Disconnect Amount

Reference #: 20-016

Request: Utilities

Amount: \$ 206.77

Recommendation of County Assistance Officer: Approved Past Due Disconnect Amount

Reference #: 20-017

Request: Rent

Amount: \$ 650.00

Recommendation of County Assistance Officer: Approved Past Due Rent / Eviction Status

Reference #: 20-019

Request: Rent

Amount: \$ 625.00

Recommendation of County Assistance Officer: Approved Past Due Rent / Eviction Status

Reference #: 20-020

Request: Rent

Amount: \$ 650.00

Recommendation of County Assistance Officer: Approved Past Due Rent / Eviction Status

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22637	VALLEY COMMUNICATIONS I	I-202003175510	101-1-1080000	TAX REFUND -ABATEMENT		199.24
DEPARTMENT 0000 NON-DEPARTMENTAL					TOTAL:	199.24

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSIONERS

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10371	BROOKINGS REGISTER	I-202003165307	101-4-111-4230	PUBLISHING		771.96
01-12261	OFFICE PEEPS INC	I-202003175464	101-4-111-4260	OFFICE SUPPLIES, BATTERIES		41.15
01-12503	QUALIFIED PRESORT SERVI	I-202003175475	101-4-111-4267	MAIL SERIVCE 2/3-2/28		39.91
01-20310	DEPARTMENT OF MOTOR VEH	I-202003165325	101-4-111-4260	TITLE/PLATE FEES		21.20
01-22073	RFD NEWSPAPERS INC	I-202003175479	101-4-111-4230	PUBLISHING		1,548.20
01-22467	ANGELA BOERSMA	I-202003165299	101-4-111-4270	NACO TRAVEL REIMBURSEMENT		1,855.39
DEPARTMENT 111 COMMISSIONERS					TOTAL:	4,277.81

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 101 GENERAL FUND

DEPARTMENT: 120 ELECTIONS

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-13422	WITCHEY, KRISTEN	I-202003175516	101-4-120-4270	ADA COMPLIANCE REVIEW MILEAGE		52.92
DEPARTMENT 120 ELECTIONS					TOTAL:	52.92

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 101 GENERAL FUND

DEPARTMENT: 130 JUDICIAL SYSTEM

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-1	DAVID AARON	I-202003165380	101-4-130-4280	JUROR FEES		10.84
01-1	DANA ANDERSEN	I-202003165382	101-4-130-4280	JUROR FEES		11.68
01-1	CARA BEERS	I-202003165383	101-4-130-4280	JUROR FEES		12.52
01-1	MARIE BOTHE	I-202003165385	101-4-130-4280	JUROR FEES		18.40
01-1	HEIDI BRISENO	I-202003165387	101-4-130-4280	JUROR FEES		51.68
01-1	EDWARD BURKE	I-202003165388	101-4-130-4280	JUROR FEES		11.68
01-1	SCOTT CHRISTOPHERSON	I-202003165389	101-4-130-4280	JUROR FEES		15.88
01-1	TABITHA CLEMENT	I-202003165390	101-4-130-4280	JUROR FEES		11.68
01-1	STEVEN COLGROVE	I-202003165391	101-4-130-4280	JUROR FEES		28.48
01-1	TERESA CONRAD	I-202003165393	101-4-130-4280	JUROR FEES		10.84
01-1	ASHLEY DESMET	I-202003165394	101-4-130-4280	JUROR FEES		11.68
01-1	DALE DIXON	I-202003165395	101-4-130-4280	JUROR FEES		15.88
01-1	ERICA DURAN	I-202003165397	101-4-130-4280	JUROR FEES		14.20
01-1	TY ESCHENBAUM	I-202003165399	101-4-130-4280	JUROR FEES		37.72
01-1	LEANN FERRIN	I-202003165400	101-4-130-4280	JUROR FEES		18.40
01-1	MARGEAUX GAIANI	I-202003165401	101-4-130-4280	JUROR FEES		50.84
01-1	MICHAEL GRAYBILL	I-202003165402	101-4-130-4280	JUROR FEES		11.68
01-1	ZACHARY GUTZMER	I-202003165403	101-4-130-4280	JUROR FEES		16.72
01-1	JANIE ISHAM	I-202003165404	101-4-130-4280	JUROR FEES		19.24
01-1	HUNTER JAGER	I-202003165405	101-4-130-4280	JUROR FEES		50.84
01-1	STUART KARLSTAD	I-202003165407	101-4-130-4280	JUROR FEES		59.24
01-1	JAMES KEPFORD	I-202003165408	101-4-130-4280	JUROR FEES		55.04
01-1	CURTIS KNOTSON	I-202003165409	101-4-130-4280	JUROR FEES		55.04
01-1	JEFFREY KUECHENMEISTER	I-202003165410	101-4-130-4280	JUROR FEES		14.20
01-1	ROBERT LONSINGER	I-202003165411	101-4-130-4280	JUROR FEES		12.52
01-1	LARRY MCCULLOUGH	I-202003165412	101-4-130-4280	JUROR FEES		10.84
01-1	THOMAS MIKRUT	I-202003165413	101-4-130-4280	JUROR FEES		11.68
01-1	LINDA MILLER	I-202003165414	101-4-130-4280	JUROR FEES		51.68
01-1	WANDA NELSON	I-202003165415	101-4-130-4280	JUROR FEES		26.80
01-1	SHANE OVERBY	I-202003165417	101-4-130-4280	JUROR FEES		10.84
01-1	DENNIS PETERSON	I-202003165418	101-4-130-4280	JUROR FEES		51.68
01-1	STACIE PSYK	I-202003165419	101-4-130-4280	JUROR FEES		10.84
01-1	DAISY RIVERA ROQUE	I-202003165420	101-4-130-4280	JUROR FEES		10.00
01-1	HOLLY SCHULTZ-NELSON	I-202003165422	101-4-130-4280	JUROR FEES		16.72
01-1	LAURA SCHWARZ	I-202003165423	101-4-130-4280	JUROR FEES		11.68
01-1	ROGER SELKEN	I-202003165425	101-4-130-4280	JUROR FEES		60.92
01-1	CASSANDRA STANGELAND	I-202003165426	101-4-130-4280	JUROR FEES		10.84
01-1	JEREMY SYRSTAD	I-202003165427	101-4-130-4280	JUROR FEES		62.60
01-1	SARAH TUPA	I-202003165428	101-4-130-4280	JUROR FEES		51.68
01-1	TARI WATERMAN	I-202003165429	101-4-130-4280	JUROR FEES		50.00
01-10125	ARAGON, ANTONIO	I-202003165287	101-4-130-4290	TRANSLATION SERVICES		37.50
01-12179	NANCY J NELSON	I-202003175445	101-4-130-4222	CRT APPT ATTORNEY REC16-27		97.00
01-12179	NANCY J NELSON	I-202003175447	101-4-130-4222	CRT APPT ATTORNEY CRI20-07		548.05
01-12179	NANCY J NELSON	I-202003175448	101-4-130-4222	CRT APPT ATTORNEY CRI19-1141		744.50
01-12179	NANCY J NELSON	I-202003175449	101-4-130-4222	CRT APPT ATTORNEY CRI19-985		709.15
01-12602	RICK RIBSTEIN	I-202003175481	101-4-130-4222	CRT APPT ATTORNEY CRI19-1059		408.50
01-12602	RICK RIBSTEIN	I-202003175482	101-4-130-4222	CRT APPT ATTORNEY CRI19-688		883.50
01-12602	RICK RIBSTEIN	I-202003175483	101-4-130-4222	CRT APPT ATTORNEY CRI19-646		4,186.80
01-12602	RICK RIBSTEIN	I-202003175484	101-4-130-4222	CRT APPT ATTORNEY CRI19-744		741.90

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 101 GENERAL FUND

DEPARTMENT: 130 JUDICIAL SYSTEM

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12602	RICK RIBSTEIN	I-202003175485	101-4-130-4222	CRT APPT ATTORNEY CRI20-34		589.05
01-13262	VANDENBERG LAW	I-202003175504	101-4-130-4222	CRT APPT ATTORNEY CRI19-702		1,952.25
01-13262	VANDENBERG LAW	I-202003175505	101-4-130-4222	CRT APPT ATTORNEY CRI19-864		1,077.75
01-13262	VANDENBERG LAW	I-202003175506	101-4-130-4222	CRT APPT ATTORNEY MAG19-605		436.50
01-13262	VANDENBERG LAW	I-202003175507	101-4-130-4222	CRT APPT ATTORNEY CRI19-921		961.00
01-13262	VANDENBERG LAW	I-202003175508	101-4-130-4222	CRT APPT ATTORNEY CRI19-1293		436.50
01-13370	THOMSON REUTERS - WEST	I-202003175499	101-4-130-4340	WEST INFO CHARGES		350.00
01-13389	TERRY D WIECZOREK PC	I-202003175515	101-4-130-4222	CRT APPT ATTORNEY CRI19-979		439.06
01-14785	KIM NAGEL	I-202003175526	101-4-130-4280	GRAND JUROR 3/6/20		52.52
01-17926	TIM HOGAN	I-202003165344	101-4-130-4222	CRT APPT ATTORNEY CRI19-1228		641.25
01-17926	TIM HOGAN	I-202003165345	101-4-130-4222	CRT APPT ATTORNEY CRI19-740		855.00
01-19572	ARAGON, MARTHA A	I-202003165288	101-4-130-4290	TRANSLATION SERVICES		75.00
01-20023	GASS LAW, PC	I-202003165337	101-4-130-4222	CRT APPT ATTORNEY CRI19-48		616.85
01-20023	GASS LAW, PC	I-202003165338	101-4-130-4222	CRT APPT ATTORNEY CRI19-597		1,122.60
01-20023	GASS LAW, PC	I-202003165339	101-4-130-4222	CRT APPT ATTORNEY JUV19-08		772.50
01-20023	GASS LAW, PC	I-202003165340	101-4-130-4222	CRT APPT ATTORNEY MAG19-578		466.15
01-21052	SANDMEIER, CHRISTOPHER	I-202003175528	101-4-130-4280	GRAND JUROR 3/6/20		56.72
01-21947	CERTIFIED LANGUAGES INT	I-202003165313	101-4-130-4290	TRANSLATION SERVICES		24.75
01-22102	ANTHONY TEESDALE	I-202003175496	101-4-130-4222	CRT APPT ATTORNEY CRI19-563		1,757.75
01-22102	ANTHONY TEESDALE	I-202003175497	101-4-130-4222	CRT APPT ATTORNEY CRI19-728		1,346.95
01-22102	ANTHONY TEESDALE	I-202003175498	101-4-130-4223	CRT APPT ATTORNEY JUV19-99		6,168.65
01-22261	JIMMY JOHNS #926	I-202003165353	101-4-130-4280	JURY MEALS		124.91
01-22453	DEPARTMENT OF HEALTH	I-202003165324	101-4-130-4290	LAB TESTING STATE VS C.J.		125.00
01-22522	TEREE A NESVOLD	I-202003175450	101-4-130-4222	CRT APPT ATTORNEY CRI19-847		460.75
01-22522	TEREE A NESVOLD	I-202003175451	101-4-130-4222	CRT APPT ATTORNEY JUV19-26		1,615.00
01-22522	TEREE A NESVOLD	I-202003175452	101-4-130-4222	CRT APPT ATTORNEY CRI19-907		857.80
01-22604	JORDYN BANGASSER	I-202003165295	101-4-130-4222	CRT APPT ATTORNEY CRI20-39		568.85
01-22624	JARED BASZLER	I-202003175519	101-4-130-4280	JUROR FEES		51.68
01-22625	DAVID DAVIS	I-202003175520	101-4-130-4280	GRAND JUROR 3/6/20		51.68
01-22626	ISAAH DIETZ	I-202003175521	101-4-130-4280	GRAND JUROR 3/6/20		50.84
01-22627	BROCK GAUER	I-202003175522	101-4-130-4280	GRAND JUROR 3/6/20		50.84
01-22628	NICHOLAS HANTEN	I-202003175523	101-4-130-4280	GRAND JUROR 3/6/20		60.08
01-22629	BRANDON JOHNSON	I-202003175524	101-4-130-4280	GRAND JUROR 3/6/20		52.52
01-22630	JAMES MADSEN	I-202003175525	101-4-130-4280	GRAND JUROR 3/6/20		68.48
01-22631	DAVID ROE	I-202003175527	101-4-130-4280	GRAND JUROR 3/6/20		66.80

DEPARTMENT 130 JUDICIAL SYSTEM TOTAL: 33,836.65

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 101 GENERAL FUND

DEPARTMENT: 143 FINANCE OFFICE

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-19277	ALLEGRA PRINT & IMAGING I-202003165283		101-4-143-4260	ENVELOPES		244.30
DEPARTMENT 143 FINANCE OFFICE					TOTAL:	244.30

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 101 GENERAL FUND

DEPARTMENT: 151 STATES ATTORNEY

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-13370	THOMSON REUTERS - WEST	I-202003175500	101-4-151-4260	WEST INFO CHARGES		1,093.83
01-22464	DAN C NELSON	I-202003175443	101-4-151-4270	MILEAGE & PER DIEM		200.44
01-22464	DAN C NELSON	I-202003175444	101-4-151-4270	MILEAGE & PER DIEM		180.44
DEPARTMENT 151 STATES ATTORNEY					TOTAL:	1,474.71

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 101 GENERAL FUND

DEPARTMENT: 161 COUNTY BUILDING

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10670	COOK'S WASTEPAPER & REC	I-202003165323	101-4-161-4250	COMMERCIAL SERVICE		274.92
01-11827	LOWE'S	I-202003165372	101-4-161-4260	LYSOL, WINDEX, LIGHT BULBS		31.49
01-12236	NORTHWESTERN ENERGY	I-202003175456	101-4-161-4280	UTILITIES		1,391.09
01-12236	NORTHWESTERN ENERGY	I-202003175457	101-4-161-4280	UTILITIES		10.00
01-12261	OFFICE PEEPS INC	I-202003175464	101-4-161-4260	OFFICE SUPPLIES, BATTERIES		30.96
01-22431	RAZORS EDGE GROUNDS KEE	I-202003175476	101-4-161-4250	SNOW REMOVAL, ICE MELT		2,450.00
DEPARTMENT 161 COUNTY BUILDING					TOTAL:	4,188.46

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 101 GENERAL FUND

DEPARTMENT: 162 DIRECTOR OF EQUALIZATION

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202003165279	101-4-162-4260	COPIER CONTRACT		96.00

DEPARTMENT 162 DIRECTOR OF EQUALIZATI TOTAL: 96.00

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 101 GENERAL FUND

DEPARTMENT: 163 REGISTER OF DEEDS

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-13328	WALMART COMMUNITY	I-202003175513	101-4-163-4260	SUPPLIES		88.28
DEPARTMENT 163 REGISTER OF DEEDS TOTAL:						88.28

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 101 GENERAL FUND

DEPARTMENT: 165 VETERAN'S SERVICE

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10371	BROOKINGS REGISTER	I-202003165306	101-4-165-4260	12MO SUBSCRIPTION		188.00
DEPARTMENT 165 VETERAN'S SERVICE					TOTAL:	188.00

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 101 GENERAL FUND

DEPARTMENT: 171 INFORMATION TECHNOLOGY

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22008	NEWEGG BUSINESS INC	I-202003175453	101-4-171-4260	IT SUPPLIES		815.86
DEPARTMENT 171 INFORMATION TECHNOLOGY TOTAL:						815.86

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 101 GENERAL FUND

DEPARTMENT: 172 HUMAN RESOURCES

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12782	SD NEWSPAPER SERVICE	I-202003175490	101-4-172-4230	JOB POSTING INV#10291		106.70
01-22334	INDEED INC	I-202003165349	101-4-172-4230	JOB POSTINGS INV#30668380		2,085.48
01-22588	INFO CUBIC LLC	I-202003165350	101-4-172-4220	BACKGROUND CHECKS		78.00
DEPARTMENT 172 HUMAN RESOURCES						TOTAL: 2,270.18

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 101 GENERAL FUND

DEPARTMENT: 211 SHERIFF'S OFFICE

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10153	AURORA AUTO BODY & GLAS	I-202003165291	101-4-211-4250	PATROL VEHICLE REPAIRS/MAINT		468.23
01-10153	AURORA AUTO BODY & GLAS	I-202003165292	101-4-211-4265	PATROL VEHICLE FUEL ACCT 1129		568.09
01-10918	EINSPAHR AUTO PLAZA	I-202003165329	101-4-211-4250	PATROL VEHICLE MAINTENANCE		69.45
01-11038	FIRST BANK & TRUST	I-202003165334	101-4-211-4270	TRAVEL CHARGES		575.00
01-11038	FIRST BANK & TRUST	I-202003165334	101-4-211-4265	FUEL		88.70
01-11719	L&L AUTO & TRUCK PARTS	I-202003165364	101-4-211-4250	PATROL VEHICLE PARTS		51.03
01-12309	OUTLAW GRAPHICS	I-202003175469	101-4-211-4340	PATROL VEHICLE DECALS		650.00
01-12444	PRAIRIE GRAPHICS	I-202003175473	101-4-211-4262	UNIFORM SHIRTS		191.70
01-12910	TWO WAY SOLUTIONS INC	I-202003175503	101-4-211-4260	DEPUTY RADIOS/PATROL VEHICLES		93.98
01-18134	WALBURG, DUANE	I-202003175512	101-4-211-4221	ANIMAL CONTROL MILEAGE		35.70
01-20016	HOMETOWN SERVICE & TIRE	I-202003165346	101-4-211-4250	VEHICLE SERVICE INV#65700		469.13
01-20016	HOMETOWN SERVICE & TIRE	I-202003165347	101-4-211-4250	VEHICLE SERVICE INV#65610		1,628.02
01-20310	DEPARTMENT OF MOTOR VEH	I-202003165325	101-4-211-4260	TITLE/PLATE FEES		21.20
01-20310	DEPARTMENT OF MOTOR VEH	I-202003165326	101-4-211-4260	TITLE/PLATE FEES @2		42.40
01-22093	ONE OFFICE SOLUTION	I-202003175467	101-4-211-4260	OFFICE SUPPLIES, PAPER		45.40
01-22093	ONE OFFICE SOLUTION	I-202003175468	101-4-211-4261	OFFICE SUPPLIES, PAPER		34.96
01-22551	M&M SERVICE	I-202003165373	101-4-211-4250	PATROL VEHICLE REPAIRS		98.38
DEPARTMENT 211 SHERIFF'S OFFICE					TOTAL:	5,131.37

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 101 GENERAL FUND

DEPARTMENT: 212 COUNTY JAIL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10357	AVERA MEDICAL GROUP	I-202003165293	101-4-212-4263	INMATE MEDICAL		74.32
01-10670	COOK'S WASTEPAPER & REC	I-202003165321	101-4-212-4280	COMMERCIAL SERVICE		273.70
01-11017	FAULK COUNTY SHERIFF	I-202003165333	101-4-212-4272	INMATE HOUSING/TRANSPORT		85.00
01-11038	FIRST BANK & TRUST	I-202003165334	101-4-212-4260	TRAVEL CHARGES		70.00
01-11038	FIRST BANK & TRUST	I-202003165334	101-4-212-4265	FUEL		43.02
01-11453	HY-VEE FOOD STORE	I-202003165348	101-4-212-4290	INMATE MEALS		26,581.98
01-11855	MCKEEVER'S VENDING	I-202003165377	101-4-212-4260	INMATE COMMISARY		1,235.12
01-12236	NORTHWESTERN ENERGY	I-202003175456	101-4-212-4280	UTILITIES		463.70
01-12261	OFFICE PEEPS INC	I-202003175462	101-4-212-4260	OFFICE SUPPLIES		47.88
01-12567	RELIANCE TELEPHONE	I-202003175478	101-4-212-4281	PHONE CARD TRANSACTIONS		2,500.00
01-19149	SANFORD HEALTH	I-202003175488	101-4-212-4263	INMATE MEDICAL		139.50
01-21156	SANFORD HEALTH	I-202003175487	101-4-212-4263	INMATE MEDICAL		272.00
01-21468	ENZ, GREGORY	I-202003165332	101-4-212-4260	BOOT REIMBURSEMENT		100.00
01-22081	ANITA KLITZKE	I-202003165359	101-4-212-4260	BOOT REIMBURSEMENT		84.99
01-22093	ONE OFFICE SOLUTION	I-202003175467	101-4-212-4260	OFFICE SUPPLIES, PAPER		8.47
01-22093	ONE OFFICE SOLUTION	I-202003175468	101-4-212-4260	OFFICE SUPPLIES, PAPER		84.17
01-22096	DIGITAL DOLPHIN SUPPLIE	I-202003165327	101-4-212-4260	PRINTER SUPPLIES		111.96
01-22141	SATELLITE TRACKING OF P	I-202003175489	101-4-212-4273	GPS INV#66983		1,092.00
01-22640	AVI SYSTEMS INC	I-202003165294	101-4-212-4268	ITV CAMERAS		3,552.00

DEPARTMENT 212 COUNTY JAIL

TOTAL:

36,819.81

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT TRUST

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-11878	M&T FIRE & SAFETY INC	I-202003165374	101-4-221-4291	FLASHLIGHTS, BOOTS		597.00
DEPARTMENT 221 FIRE DEPARTMENT TRUST TOTAL:						597.00

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 101 GENERAL FUND

DEPARTMENT: 223 DRAINAGE COMMISSION

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202003165281	101-4-223-4250	COPIER CONTRACT		18.45
01-12261	OFFICE PEEPS INC	I-202003175460	101-4-223-4260	BINDERS		27.17
DEPARTMENT 223 DRAINAGE COMMISSION TOTAL:						45.62

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 101 GENERAL FUND

DEPARTMENT: 411 WELFARE

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10354	BROOKINGS CITY UTILITIE	I-202003165303	101-4-411-4252	COP UTILITIES		291.69
01-10354	BROOKINGS CITY UTILITIE	I-202003165304	101-4-411-4252	COP UTILITIES		206.77
01-21522	MORIARTY RENTALS	I-202003175439	101-4-411-4251	COP RENT		625.00
01-22638	CO CONSERVE LLC	I-202003165317	101-4-411-4251	COP RENT		650.00
01-22641	JEFF MOORE	I-202003165430	101-4-411-4251	COP RENT		650.00
DEPARTMENT 411 WELFARE					TOTAL:	2,423.46

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

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-202003165277	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: 02242 Claims Payable 3/24/20

FUND : 101 GENERAL FUND

DEPARTMENT: 441 BEHAVIORAL HEALTH

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-11788	LEWIS & CLARK BEHAVIORA	I-202003165369	101-4-441-4220	BMI INTAKES		1,134.00
01-13164	CREIGHTON A THURMAN	I-202003175501	101-4-441-4290	CAA INV MENTAL ILLNESS HEARIN		211.40
01-13441	YANKTON COUNTY SHERIFF	I-202003175517	101-4-441-4270	SERVICE OF PROCESS #202005295		50.00
01-13442	YANKTON COUNTY TREASURE	I-202003175518	101-4-441-4220	MENTAL ILLNESS CHARGES		328.70
DEPARTMENT 441 BEHAVIORAL HEALTH TOTAL:						1,724.10

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 101 GENERAL FUND

DEPARTMENT: 528 BCOAC

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10670	COOK'S WASTEPAPER & REC	I-202003165323	101-4-528-4280	COMMERCIAL SERVICE		186.04
01-11371	HILLYARD/SIOUX FALLS	I-202003165343	101-4-528-4260	JANITORIAL ITEMS		460.10
01-11498	INTERSTATE TELECOM. COO	I-202003165352	101-4-528-4280	PHONE SERVICE		185.28
01-11827	LOWE'S	I-202003165371	101-4-528-4260	LIGHT BULBS		13.26
01-13328	WALMART COMMUNITY	I-202003175513	101-4-528-4260	SUPPLIES		16.72
01-21377	SAFE-N-SECURE	I-202003175486	101-4-528-4250	YEARLY MONITORING BCOAC		269.88
01-21803	BUHLS OF BROOKINGS CLEA	I-202003165311	101-4-528-4250	RUG RENTALS		67.40
01-22221	ALPHAMEDIA USA LLC	I-202003165284	101-4-528-4230	SALES BLITZ PACKAGE BCOAC		420.00
01-22365	SOUTHPAW DEFENSE	I-202003175494	101-4-528-4250	SD ENHANCED CONCEALED CARRY		360.00
01-22431	RAZORS EDGE GROUNDS KEE	I-202003175476	101-4-528-4250	SNOW REMOVAL, ICE MELT		1,270.00
DEPARTMENT 528 BCOAC					TOTAL:	3,248.68

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 101 GENERAL FUND

DEPARTMENT: 611 COUNTY EXTENSION

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10670	COOK'S WASTEPAPER & REC	I-202003165322	101-4-611-4280	COMMERCIAL SERVICE		7.50
01-11498	INTERSTATE TELECOM. COO	I-202003165352	101-4-611-4280	PHONE SERVICE		204.69
01-12145	NATIONAL 4-H COUNCIL -	I-202003175441	101-4-611-4260	4H MERCHANDISE & PROGRAMMING		256.98
01-12261	OFFICE PEEPS INC	I-202003175461	101-4-611-4260	OFFICE SUPPLIES		80.06
01-12413	PITNEY BOWES GLOBAL FIN	I-202003175472	101-4-611-4261	MAIL METER RENTAL CHARGE		303.18
01-21803	BUHLS OF BROOKINGS CLEA	I-202003165310	101-4-611-4240	RUG RENTAL		23.70
DEPARTMENT 611 COUNTY EXTENSION					TOTAL:	876.11

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 101 GENERAL FUND

DEPARTMENT: 615 WEED CONTROL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12236	NORTHWESTERN ENERGY	I-202003175459	101-4-615-4260	UTLITIES		236.81
01-13347	ASSN OF SD COUNTY WEED	I-202003165289	101-4-615-4270	ASSOCIATION 2020 DUES		150.00
01-19931	OLSON, STEVE	I-202003175465	101-4-615-4270	BOARD MTG MILEAGE 3/5		16.80
01-19931	OLSON, STEVE	I-202003175466	101-4-615-4270	BOARD MTG MILEAGE 3/4		16.80
01-20308	BAUER, TIM	I-202003165297	101-4-615-4270	BOARD MEETING MILEAGE 3/5		9.24
01-20308	BAUER, TIM	I-202003165298	101-4-615-4270	BOARD MTG MILEAGE 3/4		9.24
DEPARTMENT 615 WEED CONTROL					TOTAL:	438.89

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

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-202003165281	101-4-711-4250	COPIER CONTRACT		55.34
01-12261	OFFICE PEEPS INC	I-202003175460	101-4-711-4260	BINDERS		81.51
01-21502	STEVEN UST	I-202003175509	101-4-711-4221	BUILDING INSPECTIONS		200.00
01-22008	NEWEGG BUSINESS INC	I-202003175453	101-4-711-4260	IT SUPPLIES		389.97
01-22221	ALPHAMEDIA USA LLC	I-202003165285	101-4-711-4261	CENSUS 2020 KKQQ-FM		1,000.00
DEPARTMENT 711 PLANNING & ZONING TOTAL:						1,726.82

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 101 GENERAL FUND

DEPARTMENT: 721 ECONOMIC DEVELOPMENT

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10375	BEDC	I-202003165300	101-4-721-4290	YEARLY MEMEBERSHIP		20,600.00
DEPARTMENT 721 ECONOMIC DEVELOPMENT TOTAL:						20,600.00
FUND 101 GENERAL FUND TOTAL:						121,415.02

VENDOR SET: 01 Brookings County
 PACKET: 02242 Claims Payable 3/24/20
 FUND : 201 ROAD & BRIDGE FUND
 DEPARTMENT: 311 HIGHWAY ADMINISTRATION

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202003165280	201-4-311-4250	COPIER CONTRACT		110.25
01-10047	AGFIRST FARMERS COOP	I-202003165282	201-4-311-4260	LP		17.84
01-10111	ANDERSON OIL	I-202003165286	201-4-311-4265	DIESEL		1,014.60
01-10204	BANNER ASSOCIATES	I-202003165296	201-4-311-4220	ENGINEERING/DESIGN		10,196.50
01-10354	BROOKINGS CITY UTILITIE	I-202003165302	201-4-311-4280	UTILITIES		1,355.74
01-10371	BROOKINGS REGISTER	I-202003165308	201-4-311-4230	BID LETTING NOTICE		77.24
01-10372	BROOKINGS-DEUEL RWS	I-202003165305	201-4-311-4280	BRUCE SHOP WATER		23.40
01-10508	CARQUEST AUTO	I-202003165312	201-4-311-4260	SHOP SUPPLIES, TOOLS		1,722.33
01-10664	CONCRETE MATERIALS INC	I-202003165318	201-4-311-4260	PEA ROCK		3,597.28
01-10670	COOK'S WASTEPAPER & REC	I-202003165320	201-4-311-4250	COMMERCIAL SERVICE		169.24
01-10918	EINSPAHR AUTO PLAZA	I-202003165330	201-4-311-4260	BOARDS, RELAY		382.43
01-10984	L.G. EVERIST INC	I-202003165367	201-4-311-4290	ICING SAND FOR EM		339.29
01-11719	L&L AUTO & TRUCK PARTS	I-202003165365	201-4-311-4260	RELAY, SHOP SUPPLIES, FILTERS		217.22
01-11827	LOWE'S	I-202003165370	201-4-311-4260	FILTERS, TOOLS		527.58
01-11909	MARTIN OIL COMPANY	I-202003165375	201-4-311-4260	40/14 AND CMP LP		513.00
01-12002	MIDWEST GLASS	I-202003165378	201-4-311-4250	ROCK CHIPS		70.00
01-12227	NORTHERN TRUCK EQUIPMEN	I-202003175455	201-4-311-4260	MOTOR, SANDER JACK		741.09
01-12236	NORTHWESTERN ENERGY	I-202003175458	201-4-311-4280	UTILITIES		565.27
01-12309	OUTLAW GRAPHICS	I-202003175470	201-4-311-4260	DECALS		60.00
01-12458	PRESTON TOWNSHIP	I-202003175474	201-4-311-4250	TOWNSHIP GRANT REIMBURSEMENT		5,857.00
01-12776	SD FEDERAL PROP. AGENCY	I-202003175491	201-4-311-4260	TOOL FOR SHOP TRUCK		146.00
01-12898	TOWN OF SINAI	I-202003175502	201-4-311-4280	UTILITY SERVICE INV#9231		64.00
01-12917	SIOUX VALLEY ENERGY	I-202003175493	201-4-311-4280	ELECTRIC UTILITIES		305.00
01-13089	STURDEVANT'S AUTO PARTS	I-202003175495	201-4-311-4260	SHOP/VEHICLE SUPPLIES		190.75
01-13319	WW TIRE SERVICE INC	I-202003175511	201-4-311-4260	BLADE TIRE O RING 0921		30.00
01-13375	WHEELCO TRUCK & TRAILER	I-202003175514	201-4-311-4260	SHOP/VEHICLE SUPPLIES		324.38
01-13379	CITY OF WHITE	I-202003165316	201-4-311-4280	SHOP UTILITIES		93.40
01-19515	CITY OF BROOKINGS LANDF	I-202003165314	201-4-311-4250	DISPOSE OF JUNK FROM SHOP		13.00
01-20186	DVL FIRE AND SAFETY	I-202003165328	201-4-311-4260	EXTINGUISHER SERVICE		1,152.40
01-20236	RDO EQUIPMENT CO	I-202003175477	201-4-311-4250	REPAIR 0950		41,005.88
01-20512	CHS	I-202003165315	201-4-311-4265	UNLEADED GAS - BRK SHOP		7,869.73
01-20513	INTERSTATE POWER SYSTEM	I-202003165351	201-4-311-4250	REPAIR 0584		380.36
01-20514	KINGBROOK RURAL WATER	I-202003165357	201-4-311-4280	SINAI WATER UTILITIES		37.20
01-20711	I STATE TRUCK CENTER	I-202003195532	201-4-311-4250	REPAIR 0584		1,428.52
01-21377	SAFE-N-SECURE	I-202003175486	201-4-311-4250	YEARLY MONITORING BCOAC		299.88
01-21966	BLACKSTRAP INC	I-202003165301	201-4-311-4290	ROAD SALT		7,001.66
01-22073	RFD NEWSPAPERS INC	I-202003175480	201-4-311-4230	NOTICE TO BIDDERS		196.98
01-22166	BRUNA ELECTRIC	I-202003165309	201-4-311-4250	SHOP LIGHTS		1,024.28
01-22469	KIMBALL MIDWEST	I-202003165356	201-4-311-4260	SHOP SUPPLIES		1,262.36
01-22635	JK MYERS	I-202003165354	201-4-311-4260	MAILBOX REIMBURSEMENT		94.25

DEPARTMENT 311 HIGHWAY ADMINISTRATION TOTAL: 90,477.33

FUND 201 ROAD & BRIDGE FUND TOTAL: 90,477.33

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 226 EMERGENCY MANAGEMENT

DEPARTMENT: 222 EMERGENCY & DISASTER SERV

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
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01-11042	FIRST DISTRICT ASSOCIAT	I-202003165335	226-4-222-4290	FINAL PAYMENT PDM PLAN SERVIC		11,283.75
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01-20466	AT&T MOBILITY	I-202003165290	226-4-222-4250	NIGHTHAWK MIFI		40.04
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DEPARTMENT 222 EMERGENCY & DISASTER S TOTAL:						11,323.79
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FUND	226	EMERGENCY MANAGEMENT	TOTAL:			11,323.79
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VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 248 24/7 PROGRAM

DEPARTMENT: 212 24/7 PROGRAM

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-21649	PHARMCHEM INC	I-202003175471	248-4-212-4260	SWEAT PATCH ANALYSIS		142.75
DEPARTMENT 212 24/7 PROGRAM						TOTAL: 142.75
FUND 248 24/7 PROGRAM						TOTAL: 142.75

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 250 ROD RELIEF FUND

DEPARTMENT: 163 ROD Relief Fund

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202003165278	250-4-163-4250	COPIER CONTRACT		54.79
DEPARTMENT 163 ROD Relief Fund						TOTAL: 54.79
FUND 250 ROD RELIEF FUND						TOTAL: 54.79

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 301 COUNTY BUILDING FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22637	VALLEY COMMUNICATIONS I	I-202003175510	301-1-1080000	TAX REFUND -ABATEMENT		5.05
DEPARTMENT 0000 NON-DEPARTMENTAL TOTAL:						5.05
FUND 301 COUNTY BUILDING FUND TOTAL:						5.05

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 304 DETENTION CNTR EXPANSION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22637	VALLEY COMMUNICATIONS I	I-202003175510	304-1-1080000	TAX REFUND -ABATEMENT		7.94
DEPARTMENT 0000 NON-DEPARTMENTAL					TOTAL:	7.94

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 304 DETENTION CNTR EXPANSION

DEPARTMENT: 890 DETENTION CNTR EXPANSION

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22636	CONSTRUCTION ENGINEERS	I-202003165319	304-4-890-4220	PRECONSTRUCTION SERVICES		35,062.50
DEPARTMENT 890 DETENTION CNTR EXPANSI TOTAL:						35,062.50
FUND 304 DETENTION CNTR EXPANSI TOTAL:						35,070.44

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 702 SIOUX VALLEY SCHOOL 5-5

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22637	VALLEY COMMUNICATIONS I	I-202003175510	702-1-1080000	TAX REFUND -ABATEMENT		678.69
DEPARTMENT 0000 NON-DEPARTMENTAL TOTAL:						678.69
FUND 702 SIOUX VALLEY SCHOOL 5- TOTAL:						678.69

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 719 VOLGA CITY

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22637	VALLEY COMMUNICATIONS I	I-202003175510	719-1-1080000	TAX REFUND -ABATEMENT		215.69
DEPARTMENT 0000 NON-DEPARTMENTAL						TOTAL: 215.69
FUND 719 VOLGA CITY						TOTAL: 215.69

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 724 WATER CONSERVANCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22637	VALLEY COMMUNICATIONS I	I-202003175510	724-1-1080000	TAX REFUND -ABATEMENT		1.21
DEPARTMENT 0000 NON-DEPARTMENTAL TOTAL:						1.21
FUND 724 WATER CONSERVANCY TOTAL:						1.21

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 761 SHERIFF TRUST

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22639	FRANK GWERDER AND MARLE	I-202003165342	761-2-2090000	COLLECTION/EXECUTION		77,536.23
DEPARTMENT 0000 NON-DEPARTMENTAL						TOTAL: 77,536.23
FUND 761 SHERIFF TRUST						TOTAL: 77,536.23

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 770 TAX SALE REDEMPTION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22450	EMPIRE INVESTMENTS	3 LL I-202003165331	770-2-2090000	CERT#18-85 XXXX 1480		6,096.38
DEPARTMENT 0000 NON-DEPARTMENTAL TOTAL:						6,096.38
FUND 770 TAX SALE REDEMPTION TOTAL:						6,096.38

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02242 Claims Payable 3/24/20

FUND : 775 ROD Relief Flow-Thru Fund

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12747	SDACO	I-202003175492	775-2-2090000	ROD RELIEF FUND FEB 2020		506.00
DEPARTMENT 0000 NON-DEPARTMENTAL TOTAL:						506.00
FUND 775 ROD Relief Flow-Thru F TOTAL:						506.00
REPORT GRA TOTAL:						343,523.37

** 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	101-1-1080000	TAXES RECEIVABLE-CURRENT	199.24				
	101-4-111-4230	PUBLISHING	2,320.16	40,000	33,035.37		
	101-4-111-4260	SUPPLIES & MATERIALS	62.35	4,000	3,767.33		
	101-4-111-4267	POSTAGE	39.91	32,500	15,782.39		
	101-4-111-4270	TRAVEL & CONFERENCE	1,855.39	15,000	12,593.61		
	101-4-120-4270	TRAVEL & CONFERENCE	52.92	1,500	1,447.08		
	101-4-130-4222	ADULT DEFENSE	25,292.96	525,000	385,104.37		
	101-4-130-4223	JUVENILE DEFENSE	6,168.65	30,000	13,548.30		
	101-4-130-4280	JURY & WITNESS	1,762.79	15,000	10,989.00		
	101-4-130-4290	COURT CASE EXPENSE	262.25	40,000	37,283.75		
	101-4-130-4340	LAW LIBRARY	350.00	20,000	19,615.00		
	101-4-143-4260	SUPPLIES & MATERIALS	244.30	15,000	10,428.26		
	101-4-151-4260	SUPPLIES & MATERIALS	1,093.83	30,000	23,573.26		
	101-4-151-4270	TRAVEL & CONFERENCE	380.88	7,500	7,119.12		
	101-4-161-4250	REPAIRS AND MAINTENANCE	2,724.92	90,000	63,771.89		
	101-4-161-4260	SUPPLIES & MATERIALS	62.45	6,000	5,386.33		
	101-4-161-4280	UTILITIES/COURTHOUSE	1,401.09	53,000	42,825.88		
	101-4-162-4260	SUPPLIES &N MATERIALS	96.00	8,500	7,991.29		
	101-4-163-4260	SUPPLIES & MATERIALS	88.28	1,500	1,251.72		
	101-4-165-4260	SUPPLIES & MATERIALS	188.00	2,000	1,209.24		
	101-4-171-4260	SUPPLIES	815.86	28,300	11,957.83		
	101-4-172-4220	PROFESSIONAL SERVICES	78.00	18,000	11,724.80		
	101-4-172-4230	PUBLISHING	2,192.18	7,000	4,637.10		
	101-4-211-4221	ANIMAL CONTROL	35.70	5,000	4,567.12		
	101-4-211-4250	REPAIRS AND MAINTENANCE	2,784.24	42,000	36,606.58		
	101-4-211-4260	SUPPLIES & MATERIALS	202.98	20,000	19,148.74		
	101-4-211-4261	OFFICE SUPPLIES	34.96	4,500	3,529.73		
	101-4-211-4262	UNIFORMS/EQUIPMENT	191.70	4,000	3,808.30		
	101-4-211-4265	FUEL/GASOLINE	656.79	52,000	45,744.64		
	101-4-211-4270	TRAVEL & CONFERENCE	575.00	3,000	1,913.10		
	101-4-211-4340	MACHINERY & EQUIPMENT	650.00	104,500	19,010.26		
	101-4-212-4260	SUPPLIES & MATERIALS	1,742.59	45,000	34,173.88		
	101-4-212-4263	MEDICAL SERVICE/LIENABLE	485.82	34,000	32,107.78		
	101-4-212-4265	FUEL/GASOLINE	43.02	12,000	10,797.14		
	101-4-212-4268	TECHNOLOGY	3,552.00	2,960	591.07-	Y	
	101-4-212-4272	PRISONER HOUSING	85.00	3,000	2,950.00-	Y	
	101-4-212-4273	ELECTRONIC MONITOR	1,092.00	12,000	9,933.00		
	101-4-212-4280	UTILITIES	737.40	42,000	34,088.73		
	101-4-212-4281	INMATE/TELEPHONE	2,500.00	15,000	8,700.00		
	101-4-212-4290	PRISONER RATION	26,581.98	275,000	197,423.20		
	101-4-221-4291	EMERGENCY TRUCK-LONG TERM	597.00	110,000	104,285.00		
	101-4-223-4250	REPAIRS AND MAINTENANCE	18.45	200	144.65		
	101-4-223-4260	SUPPLIES & MATERIALS	27.17	200	37.17		
	101-4-411-4251	RENT	1,925.00	30,000	23,903.00		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
101-4-411-4252		UTILITIES	498.46	8,000	6,926.82				
101-4-421-4250		REPAIRS AND MAINTENANCE	50.75	1,101	939.12				
101-4-441-4220		PROFESSIONAL SERV. & FEES	1,462.70	50,000	37,697.26				
101-4-441-4270		TRAVEL	50.00	1,200	850.00				
101-4-441-4290		CRT APPORT. ATT'Y/M.I.	211.40	20,000	18,462.15				
101-4-528-4230		PUBLISHING	420.00	20,000	14,570.00				
101-4-528-4250		REPAIR & MAINT	1,967.28	45,000	39,419.57				
101-4-528-4260		SUPPLIES & MATERIALS	490.08	35,000	31,095.54				
101-4-528-4280		UTILITIES	371.32	40,000	33,214.23				
101-4-611-4240		RENTALS	23.70	1,500	1,452.60				
101-4-611-4260		SUPPLIES & MATERIALS	337.04	11,000	8,435.62				
101-4-611-4261		POSTAGE REIMBURSEMENT FROM	303.18	2,500	2,196.82				
101-4-611-4280		UTILITIES	212.19	3,500	2,888.73				
101-4-615-4260		SUPPLIES & MATERIALS	236.81	60,000	58,663.54				
101-4-615-4270		TRAVEL & CONFERENCE	202.08	3,300	2,510.73				
101-4-711-4221		INSPECTION FEES	200.00	20,430	17,130.00				
101-4-711-4250		REPAIRS & MAINTENANCE	55.34	2,160	1,980.54				
101-4-711-4260		SUPPLIES & MATERIALS	471.48	3,915	1,456.01				
101-4-711-4261		CENSUS	1,000.00	1,000	0.00				
101-4-721-4290		ECONOMIC DEVE/BEDC	20,600.00	20,600	0.00				
201-4-311-4220		PROFESSIONAL SERVICES	10,196.50	250,000	213,245.25				
201-4-311-4230		PUBLISHING	274.22	1,600	775.78				
201-4-311-4250		REPAIRS & MAINT.	50,358.41	2,000,000	1928,069.96				
201-4-311-4260		SUPPLIES & MATERIALS	10,978.91	1,100,000	1004,509.88				
201-4-311-4265		FUEL/GASOLINE	8,884.33	200,000	154,764.90				
201-4-311-4280		UTILITIES	2,444.01	30,000	23,404.38				
201-4-311-4290		SNOW REMOVAL	7,340.95	60,000	8,780.12				
226-4-222-4250		REPAIRS AND MAINTENANCE	40.04	2,500	1,338.25				
226-4-222-4290		EMERGENCY PROGRAM	11,283.75	0	11,283.75- Y				
248-4-212-4260		SUPPLIES & MATERIALS	142.75	30,000	28,914.64				
250-4-163-4250		REPAIRS & MAINTENANCE	54.79	2,500	2,340.61				
301-1-1080000		TAXES RECEIVABLE-CURRENT	5.05						
304-1-1080000		TAXES RECEIVABLE-CURRENT	7.94						
304-4-890-4220		PROFESSIONAL SERVICES	35,062.50	150,000	39,281.56				
702-1-1080000		TAXES RECEIVABLE-CURRENT	678.69						
719-1-1080000		TAXES RECEIVABLE-CURRENT	215.69						
724-1-1080000		TAXES RECEIVABLE-CURRENT	1.21						
761-2-2090000		AM'T HELD FOR SHERIFF TRUS	77,536.23						
770-2-2090000		DUE TO CERTIFICATE HOLDER	6,096.38						
775-2-2090000		Amt Held for ROD Relief Fu	506.00						
		** 2020 YEAR TOTALS	343,523.37						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101	NON-DEPARTMENTAL	199.24
101-111	COMMISSIONERS	4,277.81
101-120	ELECTIONS	52.92
101-130	JUDICIAL SYSTEM	33,836.65
101-143	FINANCE OFFICE	244.30
101-151	STATES ATTORNEY	1,474.71
101-161	COUNTY BUILDING	4,188.46
101-162	DIRECTOR OF EQUALIZATION	96.00
101-163	REGISTER OF DEEDS	88.28
101-165	VETERAN'S SERVICE	188.00
101-171	INFORMATION TECHNOLOGY	815.86
101-172	HUMAN RESOURCES	2,270.18
101-211	SHERIFF'S OFFICE	5,131.37
101-212	COUNTY JAIL	36,819.81
101-221	FIRE DEPARTMENT TRUST	597.00
101-223	DRAINAGE COMMISSION	45.62
101-411	WELFARE	2,423.46
101-421	COMMUNITY HEALTH NURSE	50.75
101-441	BEHAVIORAL HEALTH	1,724.10
101-528	BCOAC	3,248.68
101-611	COUNTY EXTENSION	876.11
101-615	WEED CONTROL	438.89
101-711	PLANNING & ZONING	1,726.82
101-721	ECONOMIC DEVELOPMENT	20,600.00

101 TOTAL	GENERAL FUND	121,415.02
201-311	HIGHWAY ADMINISTRATION	90,477.33

201 TOTAL	ROAD & BRIDGE FUND	90,477.33
226-222	EMERGENCY & DISASTER SERV	11,323.79

226 TOTAL	EMERGENCY MANAGEMENT	11,323.79
248-212	24/7 PROGRAM	142.75

248 TOTAL	24/7 PROGRAM	142.75
250-163	ROD Relief Fund	54.79

250 TOTAL	ROD RELIEF FUND	54.79

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
301	NON-DEPARTMENTAL	5.05

301 TOTAL	COUNTY BUILDING FUND	5.05
304	NON-DEPARTMENTAL	7.94
304-890	DETENTION CNTR EXPANSION	35,062.50

304 TOTAL	DETENTION CNTR EXPANSION	35,070.44
702	NON-DEPARTMENTAL	678.69

702 TOTAL	SIOUX VALLEY SCHOOL 5-5	678.69
719	NON-DEPARTMENTAL	215.69

719 TOTAL	VOLGA CITY	215.69
724	NON-DEPARTMENTAL	1.21

724 TOTAL	WATER CONSERVANCY	1.21
761	NON-DEPARTMENTAL	77,536.23

761 TOTAL	SHERIFF TRUST	77,536.23
770	NON-DEPARTMENTAL	6,096.38

770 TOTAL	TAX SALE REDEMPTION	6,096.38
775	NON-DEPARTMENTAL	506.00

775 TOTAL	ROD Relief Flow-Thru Fund	506.00

	** TOTAL **	343,523.37

NO ERRORS

** END OF REPORT **

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02240 March Dept of Revenue 3/9

FUND : 101 GENERAL FUND

DEPARTMENT: 130 JUDICIAL SYSTEM

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12761	SD DEPT OF REVENUE	I-202003095276	101-4-130-4230	BLOOD TESTING		2,715.00
DEPARTMENT 130 JUDICIAL SYSTEM					TOTAL:	2,715.00

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02240 March Dept of Revenue 3/9

FUND : 101 GENERAL FUND

DEPARTMENT: 441 BEHAVIORAL HEALTH

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12761	SD DEPT OF REVENUE	I-202003095276	101-4-441-4220	MENTAL ILLNESS CHARGES		180.00
DEPARTMENT 441 BEHAVIORAL HEALTH TOTAL:						180.00
FUND 101 GENERAL FUND TOTAL:						2,895.00

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02240 March Dept of Revenue 3/9

FUND : 742 MOTOR VEHICLE

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12761	SD DEPT OF REVENUE	I-202003095276	742-2-2090000	MONTHLY MV		428,447.85
DEPARTMENT 0000 NON-DEPARTMENTAL						TOTAL: 428,447.85
FUND 742 MOTOR VEHICLE						TOTAL: 428,447.85

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02240 March Dept of Revenue 3/9

FUND : 763 REGISTER OF DEEDS

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
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01-12761	SD DEPT OF REVENUE	I-202003095276	763-2-2090000	BIRTH & DEATH FEES/RECORDS		1,810.00
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DEPARTMENT 0000 NON-DEPARTMENTAL					TOTAL:	1,810.00
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FUND	763	REGISTER OF DEEDS	TOTAL:		1,810.00
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REPORT GRA TOTAL:					433,152.85
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** 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	101-4-130-4230	BLOOD TESTS	2,715.00	95,000	74,804.00		
	101-4-441-4220	PROFESSIONAL SERV. & FEES	180.00	50,000	42,096.41		
	742-2-2090000	AMOUNT HELD FOR MOTOR VEHI	428,447.85				
	763-2-2090000	AMOUNT HELD FOR REGISTER	1,810.00				
		** 2020 YEAR TOTALS	433,152.85				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-130	JUDICIAL SYSTEM	2,715.00
101-441	BEHAVIORAL HEALTH	180.00

101 TOTAL	GENERAL FUND	2,895.00

742	NON-DEPARTMENTAL	428,447.85

742 TOTAL	MOTOR VEHICLE	428,447.85

763	NON-DEPARTMENTAL	1,810.00

763 TOTAL	REGISTER OF DEEDS	1,810.00

	** TOTAL **	433,152.85

NO ERRORS

** END OF REPORT **



Brookings County Finance Office

Vicki Buseth, Finance Officer

520 3rd Street Suite 100 ♦ Brookings, SD 57006

Phone: (605) 696-8250

vbuseth@brookingscountysd.gov

March 13, 2020

TO: Brookings County Commission
FROM: Vicki Buseth, Finance Officer
RE: Finance Officers Report February 2020

Table of Contents:

- Auditors Account with the Treasurer (Be it Noted Item)
- Payroll and Additive Totals (Be it Noted Item)
- Highway Expenditure Report (Be it Noted Item)
- Register of Deeds Statement of Fees Collected (Be it Noted Item)
- Cash Balances Report
- Fund Balances Report
- General Fund Surplus Analysis
- Motor Vehicle Collections and Breakdowns
- Tax Collections and Breakdowns
- Revenue vs Expense Report
- Aged Accounts Receivable Report

Thank you,

A handwritten signature in blue ink that reads "Vicki Buseth".

Vicki Buseth

Brookings County Finance Officer

Auditor's Account with the Treasurer

February 29, 2020

Auditor's Statement

General Fund	\$	14,341,180.82
Road & Bridge	\$	5,848,034.24
County Building	\$	3,409,598.02
Debt Service/TIF	\$	-
Total Major Funds	\$	23,598,813.08
Non-Major County Funds	\$	949,917.22
Agency Funds	\$	3,436,090.62
Outstanding Credit Cards		
Reconciling Items:		
Reconciling Items:	\$	-
GRAND TOTAL	\$	27,984,820.92

Treasurer's Statement

Total Amount of Deposits in Banks	\$	27,849,020.12
Checking Account Balance		
1st Bank & Trust, Brookings (AP/PR)	\$	7,011.30
1st Bank & Trust, Brookings (daily)	\$	57,149.43
Money Market Accounts		
1st Bank & Trust, Brookings (Daily)	\$	7,084,691.27
Other Money Markets	\$	8,641,959.74
Fiscal Agent/TIF/Verasun	\$	-
HVAC	\$	-
Investment Money Market	\$	9,054,208.38
CD's - Certificates of Deposit	\$	3,004,000.00
Currency	\$	6,357.00
Coins	\$	1.70
Checks Not Exceeding 3 days	\$	100,586.09
Change Funds	\$	3,905.00
Subtotal (total in Red Book)	\$	27,959,869.91
Reconciling Items - Outstanding Deposit	\$	(3.00)
Reconciling Item - Treasurer Check Error		
Reconciling Item - Treasurer Check Error		
Reconciling Items-interest	\$	25,006.93
Reconciling Item-charges	\$	(52.92)
GRAND TOTAL	\$	27,984,820.92

FEBRUARY 2020 ADDITIVES	
AFLAC	\$3,841.82
AVESIS	\$1,318.22
OFFICE OF CHILD SUPPORT	\$1,529.50
DELTA DENTAL	\$5,806.26
FLEX ONE	\$1,982.96
PRINCIPAL LIFE INSURANCE	\$1,787.70
GARNISHMENTS	\$296.34
LOCAL TEAMSTERS	\$1,173.00
SDRS	\$46,687.76
SDRS SUPPLEMENTAL	\$2,125.00
EFTPS	\$91,940.68
WELLMARK	\$97,166.77
SDRS SPECIAL PAY PLAN FEE	\$0.00
SDRS SPECIAL PAY PLAN	\$0.00
AFLAC GROUP/CAIC PRIMARY	\$287.58
TOTAL:	\$255,943.59

FEBRUARY 2020 PAYROLL	
COMMISSION/HR	\$19,540.22
ELECTIONS	\$0.00
FINANCE OFFICE	\$22,242.66
STATES ATTORNEY	\$24,748.29
EQUALIZATION	\$19,069.50
REGISTER OF DEEDS	\$8,848.54
VETERANS/WELFARE	\$6,438.54
SHERIFF'S OFFICE	\$104,642.73
CORONER	\$426.22
COMMUNITY HEALTH	\$3,797.71
EXTENSION	\$2,610.65
WEED	\$2,421.96
PLANNING/ZONING	\$6,231.94
HIGHWAY	\$54,270.32
EMERGENCY MANAGEMENT	\$3,980.34
BCOAC	\$7,625.24
TECHNOLOGY	\$7,151.32
TOTAL:	\$294,046.18

Be it noted, the expenditure adjustments for the month of February 2020 were presented to the board.

\$2937.20 was transferred to allocate highway department expenditures to other county departments for work performed and supplies furnished by the highway department.

Brookings County Highway
Expenditure Corrections February 2020

Weed	426.5/fuel	426/supply	411/salaries	425/equip	Totals	\$ Per Gal
Misc Expenses					\$ -	\$2.122/gas
Trailer					\$ -	\$2.1316/diesel
258					\$ -	
259					\$ -	
260					\$ -	
265					\$ -	
284					\$ -	
289					\$ -	
290					\$ -	
291					\$ -	
292					\$ -	
293					\$ -	
294					\$ -	
299					\$ -	
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	

Sheriff	426.5/fuel	426supply	411/salaries	425/equip	Totals	\$ Per Gal
A1	\$ 83.95				\$ 83.95	\$2.122/gas
A2	\$ 96.02				\$ 96.02	
A3					\$ -	
A6	\$ 132.24				\$ 132.24	
A9	\$ 75.06				\$ 75.06	
A12	\$ 239.15				\$ 239.15	
A14	\$ 31.60				\$ 31.60	
A25	\$ 269.20				\$ 269.20	
A26	\$ 199.13				\$ 199.13	
A27					\$ -	
A28	\$ 490.20				\$ 490.20	
A29					\$ -	
A30	\$ 77.47				\$ 77.47	
A31					\$ -	
A32	\$ 325.56				\$ 325.56	
A33	\$ 51.14				\$ 51.14	
A34	\$ 313.46				\$ 313.46	
A35	\$ 16.98				\$ 16.98	
A36	\$ 32.89				\$ 32.89	
AE	\$ 145.59				\$ 145.59	
AF	\$ 311.30				\$ 311.30	
UTV					\$ -	
TOTAL	\$ 2,890.94	\$ -	\$ -	\$ -	\$ 2,890.94	

Zoning	426.5/fuel	426/supply	411/salaries	425/equip	Totals	\$ Per Gal
Vehicle #0187	\$ 19.82				\$ 19.82	\$2.122/gas
TOTAL	\$ 19.82	\$ -	\$ -	\$ -	\$ 19.82	

Emergency Man	426.5/fuel	426/supply	411/salaries	425/equip	Totals
Vehicle #0186	\$ 26.44				\$ 26.44
TOTAL	\$ 26.44	\$ -	\$ -	\$ -	\$ 26.44

Emergency Man	426.5/fuel	426/supply	411/salaries	425/repairs	Totals
CERT trailer					\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

Commission	426.5/fuel	426/supply	411/salaries	425/equip	Totals	\$ Per Gal
#17 commission van					\$ -	\$2.122/gas
#84 janitor pick up					\$ -	
Court House	426.5/fuel	426/supply	411/salaries	425/equip	Totals	
Court house bld/yd	\$ -				\$ -	
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	
Finance	426.5	426/supply	411/salaries	425/equip	Totals	\$ Per Gal

Brookings County Highway
Expenditure Corrections February 2020

Misc work					0	\$2.122/gas
#17 commission van					\$ -	
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	
Equalization	426.5/fuel	426/supply	411/salaries	425/equip	Totals	\$ Per Gal
0116					\$ -	\$2.122/gas
0122					\$ -	
0123					\$ -	
0124					\$ -	
0125					\$ -	
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	

States Attorney	426.5/fuel	426/supply	411/salaries	425/equip	Totals	\$ Per Gal
Traverse					\$ -	\$2.122/gas
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	

BCOAC	426.5	426/supply	411/salaries	425/equip	Totals	\$ Per Gal
gravel					0	\$2.122/gas
Maintenance					\$ -	
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	

	426.5/fuel	426/supply	411/salaries	425/equip	TOTALS
TOTAL	\$ 2,937.20	\$ -	\$ -	\$ -	\$ 2,937.20

Be it noted, the Register of Deeds Statement of Fees collected for the month of February 2020 in the amount \$20,216.50 was presented to the board.

Register of Deeds' Statement of Fees Collected during the month of February, 2020

Brookings County, State of South Dakota

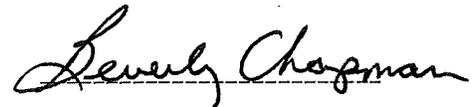
The sum of \$20,216.50 in Fees has been collected by me as Register of Deeds during the Month as shown per Register of Deeds' Official Fee Book, Volume 37 on pages 243 & 252

STATE OF SOUTH DAKOTA,

FB_281529 - FB_281811

County of Brookings

Beverly Chapman being duly sworn, deposes and says that she is Register of Deeds in and for Brookings County, State of South Dakota: that the foregoing statement is a true and correct report of all fees collected by her as such Register of Deeds, as required by law, during the month of February 2020.



Register of Deeds

STATE OF SOUTH DAKOTA,

County of Brookings

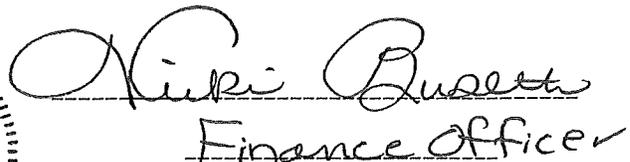
Beverly Chapman, being first duly sworn on oath, deposes and says: That she is the duly elected, qualified and acting Register of Deeds in and for Brookings County, South Dakota. That since the date of her last report or the beginning of her term of office she has charged or received as such officer, fees in the sum of \$20,216.50

Dated this 9 day of March, 2020.



Register of Deeds

Subscribed and sworn to before me this 9th day of March, 2020.



Finance Officer
Title of Officer

NO. _____

Register of Deeds'

Statement of Fees

Collected during the

Month of _____

Filed _____

County Finance Officer

By _____

Deputy

Amount of Fees, \$ _____

	A	B	C	D	E	F
1		BROOKINGS COUNTY REGISTER OF DEEDS MONTHLY REPORT				
2			FEBRUARY	2020		
3						
4		TRANSFER FEE		\$8,645.50		
5						
6		GENERAL FEES				
7		GENERAL FEES	\$8,026.00			
8		FINANCING STATEMENT	\$30.00			
9		LOCATION NOTICE	\$0.00			
10		TOTAL		\$8,056.00		
11						
12						
13		MARRIAGE LICENSE				
14		4 X \$40.00=		\$160.00		
15						
16						
17		VITAL RECORDS				
18		CERTIFIED COPIES				
19						
20		BIRTH 91 X \$15=	\$1,365.00			
21		DEATH 90 X \$15=	\$1,350.00			
22		MARRIAGE 23 X \$15=	\$345.00			
23		TOTAL		\$3,060.00		
24						
25						
26		XEROX COPIES & DISC		\$295.00		
27						
28						
29						
30		GRAND TOTAL		\$20,216.50		

BROOKINGS COUNTY
CASH BALANCES REPORT
AS OF: FEBRUARY 29TH, 2020

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>101-GENERAL FUND</u>					
	101-1-1010001	CLAIM ON CASH	15,761,060.94	(1,428,425.12)	14,332,635.82
	101-1-1020000	CASH CHANGE/ROD	45.00	0.00	45.00
	101-1-1021000	CASH CHANGE/24-7 SOBRIETY	50.00	0.00	50.00
	101-1-1022000	CASH CHANGE/SHERIFF COMMISSARY	200.00	0.00	200.00
	101-1-1023000	cashchange/sheriff front offic	60.00	0.00	60.00
	101-1-1024000	CASH CHANGE/BCOAC	650.00	0.00	650.00
	101-1-1030000	PETTY CASH/ZONING	100.00	0.00	100.00
	101-1-1031000	PETTY CASH/SHERIFF	100.00	0.00	100.00
	101-1-1032000	Petty Cash/States Attorney	200.00	0.00	200.00
	101-1-1033000	PETTY CASH/WAGE WORKS	7,140.00	0.00	7,140.00
	101-1-1070000	RESTRICTED CASH	0.00	0.00	0.00
		TOTAL 101-GENERAL FUND	15,769,605.94	(1,428,425.12)	14,341,180.82
<u>201-ROAD & BRIDGE FUND</u>					
	201-1-1010001	CLAIM ON CASH	5,477,987.93	370,046.31	5,848,034.24
	201-1-1070000	RESTRICTED CASH/ROAD & BRIDGE	0.00	0.00	0.00
		TOTAL 201-ROAD & BRIDGE FUND	5,477,987.93	370,046.31	5,848,034.24
<u>202-SNOW REMOVAL</u>					
	202-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
		TOTAL 202-SNOW REMOVAL	0.00	0.00	0.00
<u>203-HIGHWAY & BRIDGE RESERVE</u>					
	203-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
		TOTAL 203-HIGHWAY & BRIDGE RESERVE	0.00	0.00	0.00
<u>205-WHEEL TAX</u>					
	205-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
		TOTAL 205-WHEEL TAX	0.00	0.00	0.00
<u>207-E-911 FUND</u>					
	207-1-1010001	CLAIM ON CASH	34,156.16	54,426.46	88,582.62
	207-1-1070000	RESTRICTED CASH IN BANKS	0.00	0.00	0.00
		TOTAL 207-E-911 FUND	34,156.16	54,426.46	88,582.62
<u>226-EMERGENCY MANAGEMENT</u>					
	226-1-1010001	CLAIM ON CASH	(34,242.31)	11,351.87	(22,890.44)
	226-1-1070000	RESTRICTED CASH	0.00	0.00	0.00
		TOTAL 226-EMERGENCY MANAGEMENT	(34,242.31)	11,351.87	(22,890.44)
<u>229-DOMESTIC ABUSE FUND</u>					
	229-1-1010001	CLAIM ON CASH	2,398.50	280.00	2,678.50
		TOTAL 229-DOMESTIC ABUSE FUND	2,398.50	280.00	2,678.50

BROOKINGS COUNTY
CASH BALANCES REPORT
AS OF: FEBRUARY 29TH, 2020

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>231-WIC FUND</u>					
	231-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
	TOTAL 231-WIC FUND		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>237-CONTRACT LAW ENFORCE</u>					
	237-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
	TOTAL 237-CONTRACT LAW ENFORCE		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>248-24/7 PROGRAM</u>					
	248-1-1010001	CLAIM ON CASH	94,432.50	(7,645.36)	86,787.14
	248-1-1020000	CASH CHANGE	0.00	0.00	0.00
	TOTAL 248-24/7 PROGRAM		<u>94,432.50</u>	<u>(7,645.36)</u>	<u>86,787.14</u>
<u>250-ROD RELIEF FUND</u>					
	250-1-1010001	CLAIM ON CASH	83,926.49	826.61	84,753.10
	TOTAL 250-ROD RELIEF FUND		<u>83,926.49</u>	<u>826.61</u>	<u>84,753.10</u>
<u>301-COUNTY BUILDING FUND</u>					
	301-1-1010001	CLAIM ON CASH	3,399,242.91	10,355.11	3,409,598.02
	301-1-1060000	CASH WITH FISCAL AGENT	0.00	0.00	0.00
	301-1-1070000	RESTRICTED CASH	0.00	0.00	0.00
	TOTAL 301-COUNTY BUILDING FUND		<u>3,399,242.91</u>	<u>10,355.11</u>	<u>3,409,598.02</u>
<u>302-ADM BLDG PROJECT FUND</u>					
	302-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
	TOTAL 302-ADM BLDG PROJECT FUND		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>303-TIF CAPITAL PROJECT FUND</u>					
	303-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
	TOTAL 303-TIF CAPITAL PROJECT FUND		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>304-DETENTION CNTR EXPANSION</u>					
	304-1-1010001	CLAIM ON CASH	729,625.62	(19,619.32)	710,006.30
	304-1-1060000	Cash with Fiscal Agent	0.00	0.00	0.00
	TOTAL 304-DETENTION CNTR EXPANSION		<u>729,625.62</u>	<u>(19,619.32)</u>	<u>710,006.30</u>
<u>401-DEBT SERVICE</u>					
	401-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
	401-1-1060000	CASH WITH FISCAL AGENT	0.00	0.00	0.00
	TOTAL 401-DEBT SERVICE		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>701-BROOKINGS SCHOOL (5-1)</u>					
	701-1-1010001	CLAIM ON CASH	360,091.00	(70,001.49)	290,089.51
	TOTAL 701-BROOKINGS SCHOOL (5-1)		<u>360,091.00</u>	<u>(70,001.49)</u>	<u>290,089.51</u>

BROOKINGS COUNTY
CASH BALANCES REPORT
AS OF: FEBRUARY 29TH, 2020

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>702-SIOUX VALLEY SCHOOL 5-5</u>					
	702-1-1010001	CLAIM ON CASH	99,904.53	(39,662.27)	60,242.26
	TOTAL 702-SIOUX VALLEY SCHOOL 5-5		99,904.53	(39,662.27)	60,242.26
<u>703-DEUBROOK (5-2)</u>					
	703-1-1010001	CLAIM ON CASH	68,231.33	(26,563.59)	41,667.74
	TOTAL 703-DEUBROOK (5-2)		68,231.33	(26,563.59)	41,667.74
<u>704-LAW LIBRARY - NOT USED</u>					
	704-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
	TOTAL 704-LAW LIBRARY - NOT USED		0.00	0.00	0.00
<u>705-ELKTON (5-3)</u>					
	705-1-1010001	CLAIM ON CASH	37,515.25	6,368.62	43,883.87
	TOTAL 705-ELKTON (5-3)		37,515.25	6,368.62	43,883.87
<u>706-LAKE HENDRICKS (5-4)</u>					
	706-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
	TOTAL 706-LAKE HENDRICKS (5-4)		0.00	0.00	0.00
<u>707-ASTORIA (19-1)</u>					
	707-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
	TOTAL 707-ASTORIA (19-1)		0.00	0.00	0.00
<u>708-ESTELLINE (28-2)</u>					
	708-1-1010001	CLAIM ON CASH	6,700.60	6,939.02	13,639.62
	TOTAL 708-ESTELLINE (28-2)		6,700.60	6,939.02	13,639.62
<u>709-ARLINGTON (38-1)</u>					
	709-1-1010001	CLAIM ON CASH	36,502.09	4,847.56	41,349.65
	TOTAL 709-ARLINGTON (38-1)		36,502.09	4,847.56	41,349.65
<u>711-WETLAND PMT TRUST</u>					
	711-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
	TOTAL 711-WETLAND PMT TRUST		0.00	0.00	0.00
<u>712-ARLINGTON CITY</u>					
	712-1-1010001	CLAIM ON CASH	1,426.93	(389.78)	1,037.15
	TOTAL 712-ARLINGTON CITY		1,426.93	(389.78)	1,037.15
<u>713-AURORA CITY</u>					
	713-1-1010001	CLAIM ON CASH	1,075.91	1,383.84	2,459.75
	TOTAL 713-AURORA CITY		1,075.91	1,383.84	2,459.75
<u>714-BROOKINGS CITY</u>					
	714-1-1010001	CLAIM ON CASH	130,625.36	(52,640.09)	77,985.27
	TOTAL 714-BROOKINGS CITY		130,625.36	(52,640.09)	77,985.27

BROOKINGS COUNTY
CASH BALANCES REPORT
AS OF: FEBRUARY 29TH, 2020

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>715-BRUCE CITY</u>					
	715-1-1010001	CLAIM ON CASH	3,219.20	(1,020.79)	2,198.41
	TOTAL 715-BRUCE CITY		3,219.20	(1,020.79)	2,198.41
<u>716-BUSHNELL CITY</u>					
	716-1-1010001	CLAIM ON CASH	107.79	323.31	431.10
	TOTAL 716-BUSHNELL CITY		107.79	323.31	431.10
<u>717-ELKTON CITY</u>					
	717-1-1010001	CLAIM ON CASH	6,301.21	2,432.54	8,733.75
	TOTAL 717-ELKTON CITY		6,301.21	2,432.54	8,733.75
<u>718-SINAI CITY</u>					
	718-1-1010001	CLAIM ON CASH	85.77	1,122.57	1,208.34
	TOTAL 718-SINAI CITY		85.77	1,122.57	1,208.34
<u>719-VOLGA CITY</u>					
	719-1-1010001	CLAIM ON CASH	11,214.38	(4,539.74)	6,674.64
	TOTAL 719-VOLGA CITY		11,214.38	(4,539.74)	6,674.64
<u>720-WHITE CITY</u>					
	720-1-1010001	CLAIM ON CASH	4,596.72	(2,674.71)	1,922.01
	TOTAL 720-WHITE CITY		4,596.72	(2,674.71)	1,922.01
<u>721-AFTON TOWNSHIP</u>					
	721-1-1010001	CLAIM ON CASH	963.63	(634.57)	329.06
	TOTAL 721-AFTON TOWNSHIP		963.63	(634.57)	329.06
<u>722-ALTON TOWNSHIP</u>					
	722-1-1010001	CLAIM ON CASH	1,474.46	(932.85)	541.61
	TOTAL 722-ALTON TOWNSHIP		1,474.46	(932.85)	541.61
<u>723-ARGO TOWNSHIP</u>					
	723-1-1010001	CLAIM ON CASH	845.56	(563.42)	282.14
	TOTAL 723-ARGO TOWNSHIP		845.56	(563.42)	282.14
<u>724-WATER CONSERVANCY</u>					
	724-1-1010001	CLAIM ON CASH	1,711.42	(307.20)	1,404.22
	TOTAL 724-WATER CONSERVANCY		1,711.42	(307.20)	1,404.22
<u>725-ADVANCE TAXES</u>					
	725-1-1010001	CLAIM ON CASH	736.75	(275.75)	461.00
	TOTAL 725-ADVANCE TAXES		736.75	(275.75)	461.00
<u>726-FLEX ONE</u>					
	726-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
	TOTAL 726-FLEX ONE		0.00	0.00	0.00

BROOKINGS COUNTY
CASH BALANCES REPORT
AS OF: FEBRUARY 29TH, 2020

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>727-AURORA TOWNSHIP</u>					
	727-1-1010001	CLAIM ON CASH	987.17	1,263.72	2,250.89
	TOTAL 727-AURORA TOWNSHIP		987.17	1,263.72	2,250.89
<u>728-BANGOR TOWNSHIP</u>					
	728-1-1010001	CLAIM ON CASH	355.14	333.93	689.07
	TOTAL 728-BANGOR TOWNSHIP		355.14	333.93	689.07
<u>729-BROOKINGS TOWNSHIP</u>					
	729-1-1010001	CLAIM ON CASH	1,161.85	846.77	2,008.62
	TOTAL 729-BROOKINGS TOWNSHIP		1,161.85	846.77	2,008.62
<u>730-ELKTON TOWNSHIP</u>					
	730-1-1010001	CLAIM ON CASH	1,172.95	(51.86)	1,121.09
	TOTAL 730-ELKTON TOWNSHIP		1,172.95	(51.86)	1,121.09
<u>731-U & B SANITARY</u>					
	731-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
	TOTAL 731-U & B SANITARY		0.00	0.00	0.00
<u>732-BIG SIOUX WATERSHED</u>					
	732-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
	TOTAL 732-BIG SIOUX WATERSHED		0.00	0.00	0.00
<u>733-LP SANITARY SEWER</u>					
	733-1-1010001	CLAIM ON CASH	865.12	(411.09)	454.03
	TOTAL 733-LP SANITARY SEWER		865.12	(411.09)	454.03
<u>734-L.P. WATER</u>					
	734-1-1010001	CLAIM ON CASH	385.98	(182.78)	203.20
	TOTAL 734-L.P. WATER		385.98	(182.78)	203.20
<u>735-DELINQUENT TAXES</u>					
	735-1-1010001	CLAIM ON CASH	5,218.27	(1,358.87)	3,859.40
	TOTAL 735-DELINQUENT TAXES		5,218.27	(1,358.87)	3,859.40
<u>736-MUNICIPALITIES 5%</u>					
	736-1-1010001	CLAIM ON CASH	(25,788.54)	(10,038.42)	(35,826.96)
	TOTAL 736-MUNICIPALITIES 5%		(25,788.54)	(10,038.42)	(35,826.96)
<u>737-EUREKA TOWNSHIP</u>					
	737-1-1010001	CLAIM ON CASH	707.20	971.70	1,678.90
	TOTAL 737-EUREKA TOWNSHIP		707.20	971.70	1,678.90
<u>738-LAKE HENDRICKS TOWNSHIP</u>					
	738-1-1010001	CLAIM ON CASH	644.07	(10.45)	633.62
	TOTAL 738-LAKE HENDRICKS TOWNSHIP		644.07	(10.45)	633.62

BROOKINGS COUNTY
CASH BALANCES REPORT
AS OF: FEBRUARY 29TH, 2020

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>739-LAKE SINAI TOWNSHIP</u>					
	739-1-1010001	CLAIM ON CASH	1,343.67	(905.94)	437.73
	TOTAL 739-LAKE SINAI TOWNSHIP		1,343.67	(905.94)	437.73
<u>740-LAKETON TOWNSHIP</u>					
	740-1-1010001	CLAIM ON CASH	1,333.71	1,170.14	2,503.85
	TOTAL 740-LAKETON TOWNSHIP		1,333.71	1,170.14	2,503.85
<u>741-MEDARY TOWNSHIP</u>					
	741-1-1010001	CLAIM ON CASH	2,936.42	(2,122.88)	813.54
	TOTAL 741-MEDARY TOWNSHIP		2,936.42	(2,122.88)	813.54
<u>742-MOTOR VEHICLE</u>					
	742-1-1010001	CLAIM ON CASH	1,709,059.18	(83,300.13)	1,625,759.05
	TOTAL 742-MOTOR VEHICLE		1,709,059.18	(83,300.13)	1,625,759.05
<u>743-LK HENDRICKS SANITARY</u>					
	743-1-1010001	CLAIM ON CASH	125.56	85.38	210.94
	TOTAL 743-LK HENDRICKS SANITARY		125.56	85.38	210.94
<u>744-OAKLAKE TOWNSHIP</u>					
	744-1-1010001	CLAIM ON CASH	53.00	60.38	113.38
	TOTAL 744-OAKLAKE TOWNSHIP		53.00	60.38	113.38
<u>745-OAKWOOD TOWNSHIP</u>					
	745-1-1010001	CLAIM ON CASH	1,492.55	(986.78)	505.77
	TOTAL 745-OAKWOOD TOWNSHIP		1,492.55	(986.78)	505.77
<u>746-OSLO TOWNSHIP</u>					
	746-1-1010001	CLAIM ON CASH	1,673.34	(636.06)	1,037.28
	TOTAL 746-OSLO TOWNSHIP		1,673.34	(636.06)	1,037.28
<u>747-PARNELL</u>					
	747-1-1010001	CLAIM ON CASH	734.18	342.06	1,076.24
	TOTAL 747-PARNELL		734.18	342.06	1,076.24
<u>748-PRESTON TOWNSHIP</u>					
	748-1-1010001	CLAIM ON CASH	606.00	1,111.47	1,717.47
	TOTAL 748-PRESTON TOWNSHIP		606.00	1,111.47	1,717.47
<u>749-RICHLAND TOWNSHIP</u>					
	749-1-1010001	CLAIM ON CASH	54.81	381.05	435.86
	TOTAL 749-RICHLAND TOWNSHIP		54.81	381.05	435.86
<u>750-STATE FINES</u>					
	750-1-1010001	CLAIM ON CASH	36,038.46	4,146.09	40,184.55
	TOTAL 750-STATE FINES		36,038.46	4,146.09	40,184.55

BROOKINGS COUNTY
CASH BALANCES REPORT
AS OF: FEBRUARY 29TH, 2020

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>751-CONTRACT LAW FUND</u>					
	751-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
	TOTAL 751-CONTRACT LAW FUND		0.00	0.00	0.00
<u>752-CONTRACT LAW FUND</u>					
	752-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
	TOTAL 752-CONTRACT LAW FUND		0.00	0.00	0.00
<u>753-SHERMAN TOWNSHIP</u>					
	753-1-1010001	CLAIM ON CASH	196.83	(99.78)	97.05
	TOTAL 753-SHERMAN TOWNSHIP		196.83	(99.78)	97.05
<u>754-BIG SIOUX</u>					
	754-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
	TOTAL 754-BIG SIOUX		0.00	0.00	0.00
<u>755-SALES TAX</u>					
	755-1-1010001	CLAIM ON CASH	305.21	799.96	1,105.17
	TOTAL 755-SALES TAX		305.21	799.96	1,105.17
<u>756-FIRE INSURANCE</u>					
	756-1-1010001	CLAIM ON CASH	0.04	0.00	0.04
	TOTAL 756-FIRE INSURANCE		0.04	0.00	0.04
<u>757-SPECIAL HIWAY (14%)</u>					
	757-1-1010001	CLAIM ON CASH	(68,950.82)	(38,731.81)	(107,682.63)
	TOTAL 757-SPECIAL HIWAY (14%)		(68,950.82)	(38,731.81)	(107,682.63)
<u>758-UPPER DEER</u>					
	758-1-1010001	CLAIM ON CASH	29.27	10.16	39.43
	TOTAL 758-UPPER DEER		29.27	10.16	39.43
<u>759-BROOKINGS FIRE ASSOC</u>					
	759-1-1010001	CLAIM ON CASH	367,170.98	0.00	367,170.98
	TOTAL 759-BROOKINGS FIRE ASSOC		367,170.98	0.00	367,170.98
<u>760-STERLING TOWNSHIP</u>					
	760-1-1010001	CLAIM ON CASH	1,330.87	(915.06)	415.81
	TOTAL 760-STERLING TOWNSHIP		1,330.87	(915.06)	415.81
<u>761-SHERIFF TRUST</u>					
	761-1-1010001	CLAIM ON CASH	2,469.38	2,492.80	4,962.18
	TOTAL 761-SHERIFF TRUST		2,469.38	2,492.80	4,962.18
<u>762-WETLAND</u>					
	762-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
	TOTAL 762-WETLAND		0.00	0.00	0.00

BROOKINGS COUNTY
CASH BALANCES REPORT
AS OF: FEBRUARY 29TH, 2020

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>763-REGISTER OF DEEDS</u>					
	763-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
	TOTAL 763-REGISTER OF DEEDS		0.00	0.00	0.00
<u>764-TRENTON TOWNSHIP</u>					
	764-1-1010001	CLAIM ON CASH	1,575.91	259.29	1,835.20
	TOTAL 764-TRENTON TOWNSHIP		1,575.91	259.29	1,835.20
<u>765-VOLGA TOWNSHIP</u>					
	765-1-1010001	CLAIM ON CASH	3,341.52	(684.70)	2,656.82
	TOTAL 765-VOLGA TOWNSHIP		3,341.52	(684.70)	2,656.82
<u>766-LAW LIBRARY FUND</u>					
	766-1-1010001	CLAIM ON CASH	24,569.78	294.00	24,863.78
	TOTAL 766-LAW LIBRARY FUND		24,569.78	294.00	24,863.78
<u>767-WINSOR TOWNSHIP</u>					
	767-1-1010001	CLAIM ON CASH	925.38	(771.14)	154.24
	TOTAL 767-WINSOR TOWNSHIP		925.38	(771.14)	154.24
<u>768-STATEWIDE 24/7 SOBRIETY</u>					
	768-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
	TOTAL 768-STATEWIDE 24/7 SOBRIETY		0.00	0.00	0.00
<u>769-BANK FRANCHISE</u>					
	769-1-1010001	CLAIM ON CASH	50.48	857,849.30	857,899.78
	TOTAL 769-BANK FRANCHISE		50.48	857,849.30	857,899.78
<u>770-TAX SALE REDEMPTION</u>					
	770-1-1010001	CLAIM ON CASH	13,698.70	19,950.59	33,649.29
	TOTAL 770-TAX SALE REDEMPTION		13,698.70	19,950.59	33,649.29
<u>771-WIND TOWERS</u>					
	771-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
	TOTAL 771-WIND TOWERS		0.00	0.00	0.00
<u>775-ROD Relief Flow-Thru Fund</u>					
	775-1-1010001	Claim on Cash	0.00	0.00	0.00
	775-1-1010010	Claim on Cash	0.00	0.00	0.00
	TOTAL 775-ROD Relief Flow-Thru Fund		0.00	0.00	0.00
<u>780-DAKOTACARE</u>					
	780-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
	TOTAL 780-DAKOTACARE		0.00	0.00	0.00

BROOKINGS COUNTY
 CASH BALANCES REPORT
 AS OF: FEBRUARY 29TH, 2020

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>781-River Ridge</u>					
	781-1-1010001	claim on cash	215.36	(215.36)	0.00
		TOTAL 781-River Ridge	215.36	(215.36)	0.00
<u>782-Meyer's Second Addition</u>					
	782-1-1010001	Claim on Cash	58.80	(58.80)	0.00
		TOTAL 782-Meyer's Second Addition	58.80	(58.80)	0.00
<u>783-BRIDLE ESTATES SANT</u>					
	783-1-1010001	CLAIM ON CASH	0.00	30.00	30.00
		TOTAL 783-BRIDLE ESTATES SANT	0.00	30.00	30.00
<u>784-Lake Hendricks Road</u>					
	784-1-1010001	Claim on Cash	0.00	0.00	0.00
		TOTAL 784-Lake Hendricks Road	0.00	0.00	0.00
<u>785-Bortnem Beach Road Dist</u>					
	785-1-1010001	CLAIM ON CASH	218.62	227.98	446.60
		TOTAL 785-Bortnem Beach Road Dist	218.62	227.98	446.60
<u>990-TREASURER'S CHECKS</u>					
	990-1-1010001	CLAIM ON CASH	38.26	0.00	38.26
		TOTAL 990-TREASURER'S CHECKS	38.26	0.00	38.26
<u>TOTAL CASH BALANCES</u>			28,418,868.29	(434,047.37)	27,984,820.92
			=====	=====	=====

*** END OF REPORT ***

Fund Balance

February, 2020

101-General Fund

Nonspendable Fund Balance-Inventory	\$139,574.60
Restricted Fund Balance-Debt Service	\$0.00
Committed Fund Balance	\$0.00
Operating Transfer In	\$0.00
Assigned Fund Balance-Subsequent Year's Budget	\$0.00
Assigned Fund Balance	\$0.00
Assigned Fund Balance-Administration Building	\$500,000.00
Assigned Fund Balance-Highway Projects	\$614,101.00
Assigned Fund Balance-Econ Dvlpmnt Hwy Prjcts	\$3,750,000.00
20th Street overpass/interchange	\$2,000,000.00
Assigned Fund Balance-Detention Center	\$5,470,000.00
Assigned Sheriff Radios	\$30,000.00
Unassigned Fund Balance	\$3,251,942.57
Total	\$15,755,618.17

201-Road & Bridge Fund

"Big" River Bridge	\$1,300,000.00
"Big" Sinai Bridge	\$800,000.00
Basin Bridge	\$660,000.00
Nonspendable Fund Balance-Inventory	\$221,186.13
Restricted Fund Balance-Road Purposes	\$360,421.40
Restricted Fund Balance-Snow Removal	\$0.00
Assigned Fund Balance-Subsequent Year's Budget	
Assigned Fund Balance-Road Purposes	\$1,948,020.95
Total	\$5,289,628.48

207-E911 Fund

Restricted Fund Balance-911 Purposes	\$34,117.94
Assigned Fund Balance-911 Purposes	
Total	\$34,117.94

226-Emergency Management

Restricted Fund Balance-Emergency Management	
Assigned Fund Balance-Subsequent Year's Budget	
Assigned Fund Balance-Emergency Management	\$911.20
Total	\$911.20

229-Domestic Abuse Fund

Restricted Fund Balance-Domestic Abuse	\$2,398.50
Assigned Fund Balance-Domestic Abuse	\$0.00
Total	\$2,398.50

248-24/7 Program

Restricted Fund Balance-24/7 Sobriety	\$84,976.56
Assigned Fund Balance-24/7 Sobriety	\$0.00
Total	\$84,976.56

250-Register of Deeds Relief Fund

Restricted for ROD Relief Fund	\$ 71,945.55
Assigned Fund Balance	\$12,957.00
Total	\$84,902.55

301-County Building Fund

Restricted Fund Balance-County Building	\$924,323.22
Assigned Fund Balance-Courthouse Building Purposes	\$0.00
Assigned Fund Balance-Administration Building	\$0.00
Assigned Fund Balance-Bata Garage	\$200,000.00
Assigned Fund Balance-Detention Center	\$2,463,985.00
Total	\$3,588,308.22

304-Detention Center Expansion

Restricted Fund Balance-Projects	\$718,428.85
Assigned Fund Balance-Courthouse Building Purposes	\$0.00
Assigned Fund Balance-Administration Building	\$0.00
Assigned Fund Balance-Future 4-H	\$0.00
Assigned Fund Balance-Detention Center	
Total	\$718,428.85

**BROOKINGS COUNTY
GENERAL FUND SURPLUS ANALYSIS
DATE February 29, 2020**

The amount of General Fund dollars that counties can retain as surplus is restricted by SDCL 7-21-18.1 which states: "The total unreserved, undesignated fund balance of the general fund may not exceed forty percent of the total amount of all general fund appropriations contained in the budget for the next fiscal year. The total unreserved, undesignated fund balance of the general fund of the county as of March thirty-first and September thirtieth shall be published in the minutes of the proceedings of the board of county commissioners and reported to the Department of Legislative Audit. The report shall be on forms prescribed by the Department of Legislative Audit."

The following analysis should be completed as of March thirty-first and September thirtieth of each year. Thereafter, the unreserved, undesignated fund balance amount should be published in the minutes of the governing board. This analysis should also be filed with the Department of Legislative Audit.

ASSETS AND DEFERRED OUTFLOWS OF RESOURCES:

Assets:

10100 Cash	\$ 14,332,635.82
10200 Cash Change	\$ 355.00
10300 Petty Cash	\$ 8,190.00
10400 Interest Bearing Accounts	
10500 Savings Certificates	
10600 Cash with Fiscal Agent	
10700 Restricted Cash in Banks	
10800 Taxes Receivable--Current	\$ 11,983,719.09
11000 Taxes Receivable--Delinquent	\$ 27,518.03
11XXX Other Receivables	\$ 142,901.23
12800 Notes Receivable	
13100 Due from Other fund	
13200 Due from Other Government	
13300 Advance to Other Fund	
14100 Inventory of Supplies	
15100 Investments	
1XXXX Other Assets	

Deferred Outflows of Resources:

19800 Other Deferred Outflows of Resources	
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TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES

\$ 26,495,319.17 *

LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES:

Liabilities:

20100 Claims Payable	
20200 Accounts Payable	
20800 Due to Other Funds	
20900 Due to Other Governments	

GENERAL FUND SURPLUS ANALYSIS

21600 Accrued Wages Payable	
21700 Payroll Withholding Payable	\$ 30.96
22300 Unearned Revenue	
2XXXX Other liabilities	\$ 542,716.79

Deferred Inflows of Resources:

25000 Unavailable Revenue--Property Taxes	\$ 12,011,237.12
25100 Unavailable Revenue--Special Assessments	
25200 Other Deferred Inflows of Resources	

Fund Balances:

27300 Nonspendable	\$ 139,574.60
27400 Restricted	
27500 Committed	
27600 Assigned	\$ 12,364,101.00
27601 Subsequent Year's Budget (GF Budget's Cash Applied amount) <i>(choose one of the following amounts based on filing date)</i>	
March = 75% of GF's cash applied in current budget	
September = 25% of GF's cash applied in current budget + 100% of GF's cash applied in next year's budget.	\$ (49,679.00)
December = 100% of GF's cash applied in next year's budget.	
27602 Capital Outlay Accumulations	
276XX _____	
276XX _____	
27700 Unassigned	\$ 1,487,337.70 **

TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES

	\$ 26,495,319.17 *
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Following Year's General Fund Budget (use current year for March analysis)	\$ 14,233,683.00
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The unassigned fund balance, account 27700, divided by the following year's General Fund budget resulting in the fund balance percentage	10.45%
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*Note: Total Assets and Deferred Outflows of Resources has to be equal to Total Liabilities, Deferred Inflows of Resources, and Fund Balances. Boxed #'s have to be the same.

**Note: Assigned F/B should not cause a negative unassigned fund balance. If so, may need to reevaluate assignments and/or reduce assignments to eliminate negative unassigned. Restricted fund balance can cause a negative unassigned fund balance as restrictions can not be reduced.

FEBRUARY 2020 MOTOR V COLLECTIONS AND BREAKDOWNS

Grand Total MV Collected	\$644,166.02
Motor Vehicle Monies Sent to State	\$428,447.85
Monies That Get Apportioned	\$215,718.17

Breakdown of MV Fees within the County

	County	Townships	Towns	Total
Wheel Tax	\$47,498.51	\$5,937.31	\$5,937.31	\$59,373.13
14% Special Highway to Townships		\$48,293.00		\$48,293.00
5% Muncipal to Cities			\$16,658.55	\$16,658.55
22.5% MV to County Road & Bridge Fund	\$84,130.99			\$84,130.99
Title Fees	\$3,090.00			\$3,090.00
Lien Fees And Misc Fees to County General Fund	\$4,172.50			\$4,172.50
63.75% Mobile Home Revenue				\$0.00
Total	\$138,892.00	\$54,230.31	\$22,595.86	\$215,718.17

FEBRUARY Internet/Terminal Renewals	Collected	County's Portion
117 Internet Renewals & SS Terminals (included in totals above)	\$18,954.45	\$9,206.47

OTHER MONIES FROM STATE THAT WERE APPORTIONED OUT

	Bank Franchise	25% to Cities		
County	\$232,738.70			
Townships	\$16,435.43			
Cities	\$82,312.13	\$4,700.74		
School Districts	\$525,016.16			
Water District	\$1,346.88			
TOTALS	\$857,849.30	\$4,700.74	\$0.00	\$0.00

Fine Monies	\$39,854.24	Divided among schools based on enrollment
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FEBRUARY 2020 TAX BREAKDOWN

Tax Dollars Stay With County	\$245,491.84
Distress Warrant Fees	\$0.00
Advertising & Tax Cert Fees	\$1,098.50
Total County	\$246,590.34
Townships	\$23,150.85
Cities	\$72,988.49
Schools	\$490,893.52
East Dakota Water	\$1,404.19
Special Assessments	\$18,482.36
TIF Collections	\$12,748.83
GRAND TOTAL TAX \$\$ COLLECTED	\$866,258.58

BROOKINGS COUNTY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: FEBRUARY 29TH, 2020

101-GENERAL FUND
 FINANCIAL SUMMARY

16.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAXES	12,523,676.00	231,550.28	512,835.14	4.09	12,010,840.86
LICENSES & PERMITS	71,300.00	2,123.00	2,723.00	3.82	68,577.00
INTERGOVERNMENTAL	869,660.93	13,353.37	13,787.86	1.59	855,873.07
CHARGES FOR GOODS & SERV	1,243,499.00	117,556.79	152,935.65	12.30	1,090,563.35
FINES & FORFEITS	50,000.00	5,130.14	5,130.14	10.26	44,869.86
MISC. REVENUE	226,350.00	22,929.57	44,219.60	19.54	182,130.40
OTHER FINANCING SOURCES	36,500.00	2,946.00	2,946.00	8.07	33,554.00
TOTAL REVENUES	15,020,985.93	395,589.15	734,577.39	4.89	14,286,408.54
	=====	=====	=====	=====	=====

EXPENDITURE SUMMARY

COMMISSIONERS	615,667.78	37,052.45	75,371.84	12.24	540,295.94
CONTINGENCY	730,000.00	0.00	0.00	0.00	730,000.00
ELECTIONS	163,702.56	850.47	870.72	0.53	162,831.84
JUDICIAL SYSTEM	813,000.00	120,425.88	126,669.68	15.58	686,330.32
FINANCE OFFICE	627,743.56	48,414.14	88,383.47	14.08	539,360.09
STATES ATTORNEY	736,519.98	47,057.68	95,252.62	12.93	641,267.36
TEEN COURT	25,000.00	0.00	25,000.00	100.00	0.00
COUNTY BUILDING	459,562.23	27,918.78	53,494.30	11.64	406,067.93
DIRECTOR OF EQUALIZATION	594,464.01	37,639.11	94,793.42	15.95	499,670.59
REGISTER OF DEEDS	233,517.86	17,942.72	35,603.50	15.25	197,914.36
VETERAN'S SERVICE	103,829.02	6,154.56	13,605.88	13.10	90,223.14
PREDATORY ANIMAL CONTROL	7,825.00	0.00	0.00	0.00	7,825.00
INFORMATION TECHNOLOGY	477,894.94	59,527.47	155,444.07	32.53	322,450.87
HUMAN RESOURCES	114,494.91	12,807.97	18,155.98	15.86	96,338.93
SHERIFF'S OFFICE	1,725,663.16	118,921.25	229,906.65	13.32	1,495,756.51
COUNTY JAIL	1,449,815.55	116,886.02	207,265.16	14.30	1,242,550.39
CORONER	32,069.00	2,851.86	3,378.72	10.54	28,690.28
JUVENILE DETENTION	118,000.00	0.00	0.00	0.00	118,000.00
CRIME STOPPERS	500.00	0.00	500.00	100.00	0.00
HUMANE SOCIETY	10,000.00	10,000.00	10,000.00	100.00	0.00
FIRE DEPARTMENT TRUST	110,000.00	5,118.00	5,118.00	4.65	104,882.00
DRAINAGE COMMISSION	1,300.00	323.11	341.56	26.27	958.44
E-911	144,865.00	144,865.00	144,865.00	100.00	0.00
POOR RELIEF	229,753.24	8,685.00	15,685.13	6.83	214,068.11
FOOD PANTRY	6,000.00	0.00	0.00	0.00	6,000.00
COMMUNITY HEALTH NURSE	76,347.08	6,979.85	10,394.61	13.61	65,952.47
WIC	24,712.24	1,937.95	3,067.70	12.41	21,644.54
MOSQUITO DEPARTMENT	0.00	0.00	0.00	0.00	0.00
BATA	55,000.00	0.00	55,000.00	100.00	0.00
ICAP	16,193.00	4,048.25	4,048.25	25.00	12,144.75
DOMESTIC ABUSE	45,000.00	0.00	0.00	0.00	45,000.00
211 CALL CENTER	2,500.00	0.00	2,500.00	100.00	0.00
BEHAVIORAL HEALTH	91,200.00	15,272.32	17,933.23	19.66	73,266.77
ADVANCE	35,000.00	35,000.00	35,000.00	100.00	0.00

BROOKINGS COUNTY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: FEBRUARY 29TH, 2020

101-GENERAL FUND
 FINANCIAL SUMMARY

16.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
ECMH-CD	150,000.00	0.00	0.00	0.00	150,000.00
BROOKINGS EMPOWERMENT	500.00	0.00	0.00	0.00	500.00
PUBLIC LIBRARIES	23,700.00	7,575.00	7,575.00	31.96	16,125.00
HISTORICAL MUSEUM	5,000.00	5,000.00	5,000.00	100.00	0.00
SENIOR COMPANION	2,300.00	0.00	0.00	0.00	2,300.00
MENTORING	5,000.00	0.00	5,000.00	100.00	0.00
BCOAC	330,145.13	23,869.86	38,641.03	11.70	291,504.10
COUNTY EXTENSION	131,154.90	27,622.26	29,706.97	22.65	101,447.93
BROOKINGS CONS DISTRICT	25,000.00	0.00	25,000.00	100.00	0.00
WEED CONTROL	295,294.68	9,253.44	22,978.10	7.78	272,316.58
PLANNING & ZONING	205,201.63	16,152.28	27,707.99	13.50	177,493.64
1ST DISTRICT	45,506.00	11,376.34	22,752.68	50.00	22,753.32
ECONOMIC DEVELOPMENT	85,600.00	65,000.00	65,000.00	75.93	20,600.00
OTHER ECONOMIC DEVELOPME	600.00	600.00	600.00	100.00	0.00
TRANSFERS OUT	<u>3,085,000.00</u>	<u>771,250.00</u>	<u>771,250.00</u>	<u>25.00</u>	<u>2,313,750.00</u>
TOTAL EXPENDITURES	14,267,142.46	1,824,379.02	2,548,861.26	17.87	11,718,281.20
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	753,843.47	(1,428,789.87)	(1,814,283.87)		2,568,127.34

BROOKINGS COUNTY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: FEBRUARY 29TH, 2020

201-ROAD & BRIDGE FUND
 FINANCIAL SUMMARY

16.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAXES	600,000.00	62,655.13	92,974.82	15.50	507,025.18
LICENSES & PERMITS	8,000.00	0.00	0.00	0.00	8,000.00
INTERGOVERNMENTAL	2,753,597.93	103,507.92	474,171.12	17.22	2,279,426.81
CHARGES FOR GOODS & SERV	1,186,609.00	0.00	0.00	0.00	1,186,609.00
MISC. REVENUE	90,000.00	7,631.21	13,761.45	15.29	76,238.55
OTHER FINANCING SOURCES	<u>3,045,000.00</u>	<u>750,000.00</u>	<u>750,000.00</u>	<u>24.63</u>	<u>2,295,000.00</u>
TOTAL REVENUES	<u>7,683,206.93</u>	<u>923,794.26</u>	<u>1,330,907.39</u>	<u>17.32</u>	<u>6,352,299.54</u>
<u>EXPENDITURE SUMMARY</u>					
HIGHWAY ADMINISTRATION	8,033,345.93	541,216.95	734,643.53	9.14	7,298,702.40
	<u>125,000.00</u>	<u>12,531.00</u>	<u>18,594.91</u>	<u>14.88</u>	<u>106,405.09</u>
TOTAL EXPENDITURES	<u>8,158,345.93</u>	<u>553,747.95</u>	<u>753,238.44</u>	<u>9.23</u>	<u>7,405,107.49</u>
REVENUES OVER/(UNDER) EXPENDITURES	(475,139.00)	370,046.31	577,668.95		(1,052,807.95)

BROOKINGS COUNTY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: FEBRUARY 29TH, 2020

207-E-911 FUND
 FINANCIAL SUMMARY

16.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAXES	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL	340,000.00	54,323.98	54,323.98	15.98	285,676.02
MISC. REVENUE	1,000.00	102.48	140.70	14.07	859.30
OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	341,000.00	54,426.46	54,464.68	15.97	286,535.32
=====					
<u>EXPENDITURE SUMMARY</u>					
911 SERVICES	341,000.00	0.00	0.00	0.00	341,000.00
TOTAL EXPENDITURES	341,000.00	0.00	0.00	0.00	341,000.00
=====					
REVENUES OVER/(UNDER) EXPENDITURES	0.00	54,426.46	54,464.68	(54,464.68)

BROOKINGS COUNTY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 29TH, 2020

226-EMERGENCY MANAGEMENT
FINANCIAL SUMMARY

16.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
INTERGOVERNMENTAL	43,715.00	0.00	2,089.85	4.78	41,625.15
CHARGES FOR GOODS & SERV	0.00	0.00	0.00	0.00	0.00
MISC. REVENUE	100.00	0.00	0.00	0.00	100.00
OTHER FINANCING SOURCES	<u>85,000.00</u>	<u>21,250.00</u>	<u>21,250.00</u>	<u>25.00</u>	<u>63,750.00</u>
TOTAL REVENUES	<u>128,815.00</u>	<u>21,250.00</u>	<u>23,339.85</u>	<u>18.12</u>	<u>105,475.15</u>
<u>EXPENDITURE SUMMARY</u>					
EMERGENCY & DISASTER SERV	<u>128,815.41</u>	<u>9,898.13</u>	<u>21,569.57</u>	<u>16.74</u>	<u>107,245.84</u>
TOTAL EXPENDITURES	<u>128,815.41</u>	<u>9,898.13</u>	<u>21,569.57</u>	<u>16.74</u>	<u>107,245.84</u>
REVENUES OVER/ (UNDER) EXPENDITURES	(0.41)	11,351.87	1,770.28	(1,770.69)	

BROOKINGS COUNTY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: FEBRUARY 29TH, 2020

229-DOMESTIC ABUSE FUND
 FINANCIAL SUMMARY

16.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
LICENSES & PERMITS	8,500.00	180.00	180.00	2.12	8,320.00
CHARGES FOR GOODS & SERV	<u>3,500.00</u>	<u>100.00</u>	<u>100.00</u>	<u>2.86</u>	<u>3,400.00</u>
TOTAL REVENUES	12,000.00	280.00	280.00	2.33	11,720.00
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
DOMESTIC ABUSE	<u>12,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>12,000.00</u>
TOTAL EXPENDITURES	<u>12,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>12,000.00</u>
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00	280.00	280.00	(280.00)

BROOKINGS COUNTY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 29TH, 2020

248-24/7 PROGRAM
FINANCIAL SUMMARY

16.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00
CHARGES FOR GOODS & SERV	60,000.00	244.00	9,957.00	16.60	50,043.00
MISC. REVENUE	0.00	116.75	222.43	0.00	(222.43)
TOTAL REVENUES	60,000.00	360.75	10,179.43	16.97	49,820.57
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
COUNTY JAIL	111,785.00	8,006.11	12,755.69	11.41	99,029.31
TOTAL EXPENDITURES	111,785.00	8,006.11	12,755.69	11.41	99,029.31
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(51,785.00)	(7,645.36)	(2,576.26)		(49,208.74)

BROOKINGS COUNTY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: FEBRUARY 29TH, 2020

248-24/7 PROGRAM

16.67% OF YEAR COMP.

COUNTY JAIL	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONAL SERVICES</u>					
248-4-212-4110 SALARIES	65,086.00	5,635.48	8,984.81	13.80	56,101.19
248-4-212-4120 SOCIAL SECURITY	4,979.00	389.09	619.90	12.45	4,359.10
248-4-212-4130 RETIREMENT	3,767.00	202.59	325.09	8.63	3,441.91
248-4-212-4140 WORKMEN'S COMP	0.00	0.00	0.00	0.00	0.00
248-4-212-4150 HEALTH INSURANCE	6,886.08	822.79	1,319.26	19.16	5,566.82
248-4-212-4151 DENTAL	448.44	35.02	56.21	12.53	392.23
248-4-212-4153 VISION	93.48	7.08	11.36	12.15	82.12
248-4-212-4154 RISK	525.00	0.00	525.00	100.00	0.00
248-4-212-4160 UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00
248-4-212-4161 COMPENSATED ABSENCES	0.00	0.00	0.00	0.00	0.00
248-4-212-4170 VACATION & SICK SALARIES	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONAL SERVICES	81,785.00	7,092.05	11,841.63	14.48	69,943.37
<u>OTHER CURRENT EXPENSES</u>					
248-4-212-4210 OTHER INSURANCE	0.00	0.00	0.00	0.00	0.00
248-4-212-4260 SUPPLIES & MATERIALS	30,000.00	914.06	914.06	3.05	29,085.94
TOTAL OTHER CURRENT EXPENSES	30,000.00	914.06	914.06	3.05	29,085.94
TOTAL COUNTY JAIL	111,785.00	8,006.11	12,755.69	11.41	99,029.31
TOTAL EXPENDITURES	111,785.00	8,006.11	12,755.69	11.41	99,029.31
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(51,785.00)	(7,645.36)	(2,576.26)		(49,208.74)

*** END OF REPORT ***

BROOKINGS COUNTY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: FEBRUARY 29TH, 2020

250-ROD RELIEF FUND
 FINANCIAL SUMMARY

16.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
CHARGES FOR GOODS & SERV	20,500.00	1,020.00	1,020.00	4.98	19,480.00
OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	20,500.00	1,020.00	1,020.00	4.98	19,480.00
<u>EXPENDITURE SUMMARY</u>					
ROD RELIEF FUND	32,500.00	193.39	1,169.45	3.60	31,330.55
TOTAL EXPENDITURES	32,500.00	193.39	1,169.45	3.60	31,330.55
REVENUES OVER/(UNDER) EXPENDITURES	(12,000.00)	826.61	(149.45)		(11,850.55)

BROOKINGS COUNTY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: FEBRUARY 29TH, 2020

301-COUNTY BUILDING FUND
 FINANCIAL SUMMARY

16.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAXES	318,667.00	5,850.67	12,981.38	4.07	305,685.62
INTERGOVERNMENTAL	111,800.00	0.00	0.00	0.00	111,800.00
MISC. REVENUE	46,002.00	4,504.44	8,308.42	18.06	37,693.58
OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	476,469.00	10,355.11	21,289.80	4.47	455,179.20
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
COUNTY BUILDING	330,999.00	0.00	0.00	0.00	330,999.00
DEBT SERVICE	121,647.02	0.00	0.00	0.00	121,647.02
TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	452,646.02	0.00	0.00	0.00	452,646.02
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	23,822.98	10,355.11	21,289.80		2,533.18

BROOKINGS COUNTY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 29TH, 2020

304-DETENTION CNTR EXPANSION
FINANCIAL SUMMARY

16.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAXES	0.00	9,189.39	20,386.16	0.00 (20,386.16)
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00
MISC. REVENUE	0.00	0.00	0.00	0.00	0.00
OTHER FINANCING SOURCES	<u>7,400,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>7,400,000.00</u>
TOTAL REVENUES	<u>7,400,000.00</u>	<u>9,189.39</u>	<u>20,386.16</u>	<u>0.28</u>	<u>7,379,613.84</u>
<u>EXPENDITURE SUMMARY</u>					
DETENTION CENTER BLDG	7,400,000.00	28,808.71	28,808.71	0.39	7,371,191.29
TRANSFERS OUT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>7,400,000.00</u>	<u>28,808.71</u>	<u>28,808.71</u>	<u>0.39</u>	<u>7,371,191.29</u>
REVENUES OVER/ (UNDER) EXPENDITURES	0.00 (19,619.32) (8,422.55)		8,422.55

BROOKINGS COUNTY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 29TH, 2020

401-DEBT SERVICE
FINANCIAL SUMMARY

16.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAXES	0.00	0.00	0.00	0.00	0.00
MISC. REVENUE	0.00	0.00	0.00	0.00	0.00
OTHER FINANCING SOURCES	<u>500,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500,000.00</u>
TOTAL REVENUES	<u>500,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500,000.00</u>
=====					
<u>EXPENDITURE SUMMARY</u>					
DEBT SERVICE	<u>500,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500,000.00</u>
TOTAL EXPENDITURES	<u>500,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500,000.00</u>
=====					
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00

Aged Accounts Receivable Report - February 2020

County Liens

7,512 Accounts in the Report

Current	\$135,495.99
30 days	\$69,176.44
60 days	\$42,300.93
90 days	\$48,103.91
over 120 days	\$7,291,391.64
Total	\$7,586,468.91

Court Appointed Attorney Fees	\$4,377,249.41
Civil Judgement Lien	\$191,625.49
Care of Poor	\$2,520,694.61
Involuntary Mental Illness	\$12,799.42
Voluntary Mental Illness	\$313,347.34
Prisoner Meds	\$147,034.76
Restitution (psycho sexual evals)	\$196.00
Transcripts	\$24,421.90
Other	(\$900.02)
Total	\$7,586,468.91

Jail Costs

2,338 Accounts in the Report

Current	\$65,416.41
30 days	\$7,631.94
60 days	\$48,848.19
90 days	\$2,024.75
over 120 days	\$1,391,204.36
Total	\$1,515,125.65

CAA	\$0.00
Jail Costs	\$1,119,581.66
Prison Meds	\$395,593.99
Other	(\$50.00)
Total	\$1,515,125.65

Juvenile Detention

558 Accounts in the Report

Current	(\$260.00)
30 days	\$0.00
60 days	\$0.00
90 days	\$0.00
over 120 days	\$816,436.06
Total	\$816,176.06

Juveniles	\$816,436.06
Other	(\$260.00)
Total	\$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

March 19, 2020

TO: Brookings County Commission
FROM: Vicki Buseth, Finance Officer
RE: 2020 Investment Policy with Yearly Transfers

Attached is a copy of the Investment Policy and all the transfers that were done per the Investment Policy. It also list all the monies that Brookings County has in CD's and the interest rate and maturity date. It shows the amounts of all the money markets for Brookings County and the checking account amounts and all the interest rates.

Thank you,

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

Vicki Buseth
Brookings County Finance Officer

Resolution #15-__

A RESOLUTION UPDATING THE BROOKINGS COUNTY, SOUTH DAKOTA, INVESTMENT POLICY

1. POLICY

Pursuant to SDCL 4-5-8 it is the policy of Brookings County, South Dakota, to invest idle public funds in a manner to meet the daily cash flow demands of the County with the primary objectives, in priority order, beings: a) Safety b) Liquidity and c) Return.

2. DELEGATION OF AUTHORITY

Authority to manage the investment program is granted to the Brookings County Finance Officer, who shall refrain from personal business activity that could impair his/her ability to make impartial decisions. The Finance Officer, acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. In case of extended leave of absence, the Brookings County Board of County Commissioners shall appoint a replacement Finance Officer.

3. AUTHORIZED FINANCIAL DEALER AND INSTITUTION

The Brookings County Board of County Commissioners authorizes the placement of cash resources in the following financial institutions:

- a. First Bank and Trust, P.O. Box 5057, Brookings, SD 57006
- b. Meta Bank, 600 Main Ave., Brookings, SD 57006
- c. Wells Fargo, 527 Main Ave., Brookings, SD 57006
- d. Home Federal Bank, 1024 6th St., Brookings, SD 57006
- e. Dacotah Bank, 1441 6th Street, Brookings, SD 57006
- f. Bankstar Financial, P.O. Box A, Elkton, SD 57026
- g. Citizens State Bank of Sinai, P.O. Box 38, Sinai, SD 57061
- h. Richland State Bank, 602 1st Street, Bruce, SD 57022

4. AUTHORIZED AND SUITABLE INVESTMENTS

The Finance Officer is empowered by statute to invest in the following types of securities:

- Interest bearing checking accounts
- United States Treasury bills, bonds and notes (SDCL 4-5-6)
- United States Government Agencies (SDCL 4-5-6)
- Certificates of Deposit (CD's) – not to exceed 18 month maturities (SDCL 4-5-6.1)*
- Certificates of Deposit (CD's) purchased through CDARS

(Certificate of Deposit Account Registry Service) – not to exceed 18 month maturities (SDCL 4-5-6.1)*

- Money Market Mutual Funds – open-end, no-load (SDCL 4-5-6)
- Repurchase Agreement fully collateralized by allowable securities (SDCL 4-5-6)
- Local Government Investment Pool

*When investing in Certificates of Deposit (CDs) public funds will be invested at the highest rate of interest possible after attempting to secure at least three quotes.

The Finance Officer shall deposit and at all times keep on deposit the money in his/her possession as Finance Officer in state or national banks within the county. In the event that such deposits exceed the limit prescribed in SDCL 7-20-10 or if there is but one bank located within the county then such deposits may be made in other banks or branches within an adjacent county of this state having an approved and responsible financial standing. (SDCL 7-20-1)

5. COLLATERALIZATION

In accordance with the SDCL 4-6A, 51A-10-9, and 52-5-20 Qualified Public Depositories will furnish collateral in the sum equal to one hundred percent (100%) of the public deposit accounts that exceed deposit insurance. The financial institution shall submit a copy of their collateralization report to the Finance Officer.

6. REPORTING

The Finance Officer shall prepare an investment report not less than quarterly that provides a clear picture of the status of the current investment. The report will include the following: (Pie or Bar Chart)

- Percent invested in each security type (CD, US Treasury, money market funds, etc.).
- Listing of investments by maturity date.
- Percent held by each financial institution.

7. INTEREST EARNED

The interest earned from investments shall be credited to the respective fund, except Agency funds (SDCL 4-5-9), however, any fund with less than \$5,000.00 will not receive any interest pro-ration.

8. INVESTMENT SELECTION

It will be the intention of Brookings County to offer the following to each Brookings County banking institution:

1. In the event there are sufficient funds to invest for a 12-month period, it will be the goal of Brookings County to offer such funds in increments of up to \$100,000.00 to each participating County financial institution willing to accept it in the form of a CD with such funds being deposited with the participating County financial institution offering the highest rate of interest.

2. County money market fund will be invested in banks wishing to participate in proportion to a formula comprised of loan dollars invested in Brookings County as of December 31 of each year. The interest rate for these funds will be calculated at the prior 6-month Treasury bill auction rate adjusted every January 1, April 1, July 1, and October 1. Following the same formula, County funds may be invested in 12-month CD's at the discretion of the County Finance Officer.
3. The above notwithstanding, funds deposited in County banks in payment of taxes (not escrow) may be invested in money market accounts in each respective bank at the most recent 6-month Treasury bill auction rate adjusted quarterly on January 1, April 1, July 1, and October 1, with funds available for withdrawal on June 15 and December 15.

9. DIVERSIFICATION

It is the policy of BROOKINGS COUNTY to reduce overall risks while attaining average market rates of return by diversifying its investments.

- a. No more than 90% of the investable funds shall be placed in any one financial institution.
- b. Investment maturities will be staggered in such a manner that all investments will not come due at the same time.
- c. In order to ensure adequate liquidity without market, risk, investments shall have maturity dates at or prior to the time cash is prudently projected to be required to meet disbursement needs.

10. UPDATE

Upon approval of this Resolution, any prior Investment Policy for Brookings County, including Brookings County Resolution #06-63, approved on the 26th day of December, 2006, is hereby repealed and replaced with the current Resolution.

Approved this ____ day of _____, 2015.

BROOKINGS COUNTY COMMISSION:

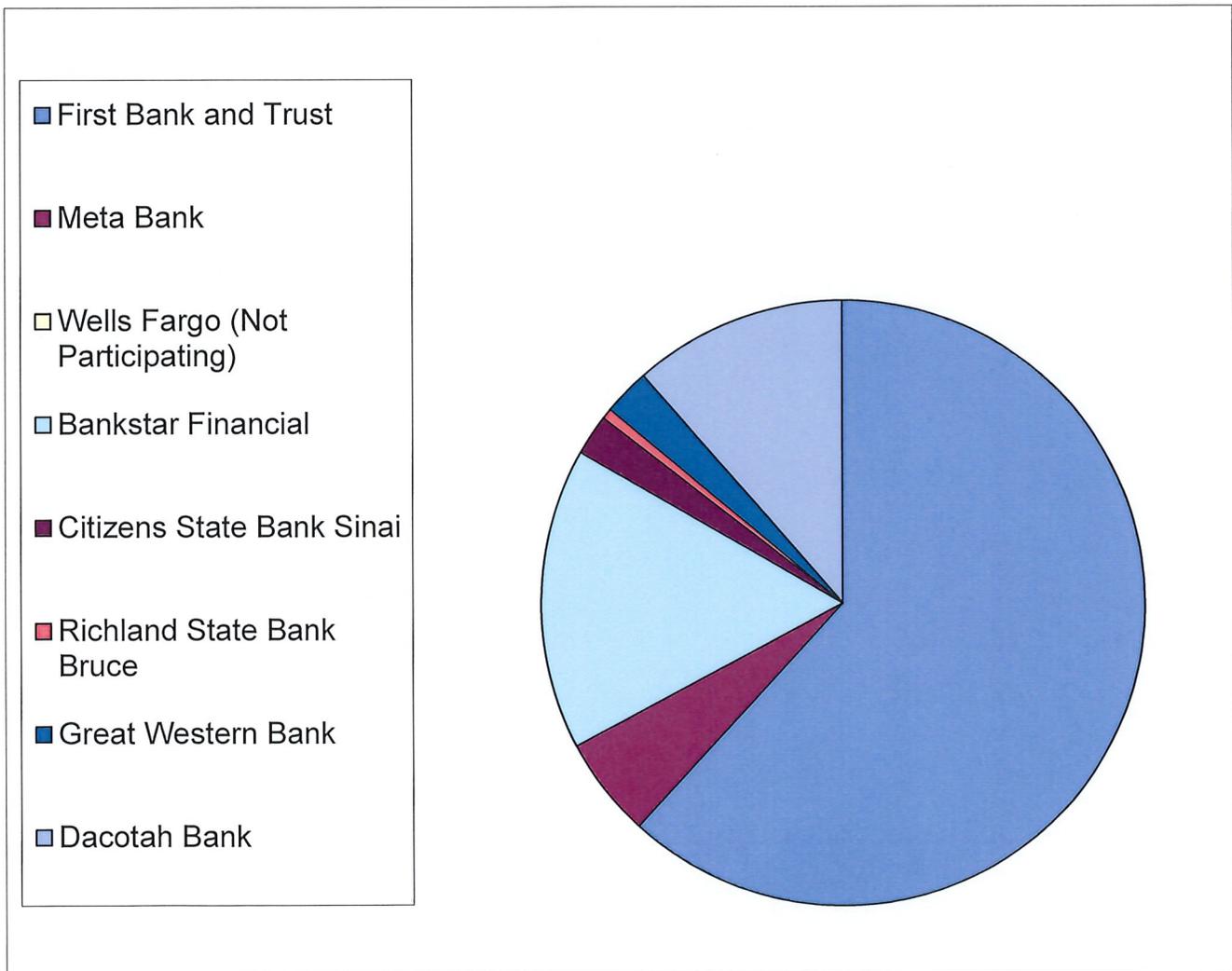
Chairperson, Brookings County Commission

ATTEST:

Brookings County Finance Officer

**BROOKINGS COUNTY
INVESTMENT AND BANKING FORMULA
MONEY MARKET ACCOUNTS**

BANKS	2019 LOAN \$ AMOUNT	LOAN \$ PERCENTAGE
1 First Bank and Trust	541,000,000.00	0.618561
2 Meta Bank	46,762,308.23	0.053466
3 Wells Fargo (Not Participating)	0.00	0.000000
4 Bankstar Financial	141,035,700.00	0.161255
5 Citizens State Bank Sinai	19,044,138.88	0.021774
6 Richland State Bank Bruce	4,945,720.00	0.005655
7 Great Western Bank	21,822,406.03	0.024951
8 Dacotah Bank	100,000,000.00	0.114337
TOTAL LOAN DOLLARS	874,610,273.14	1.00

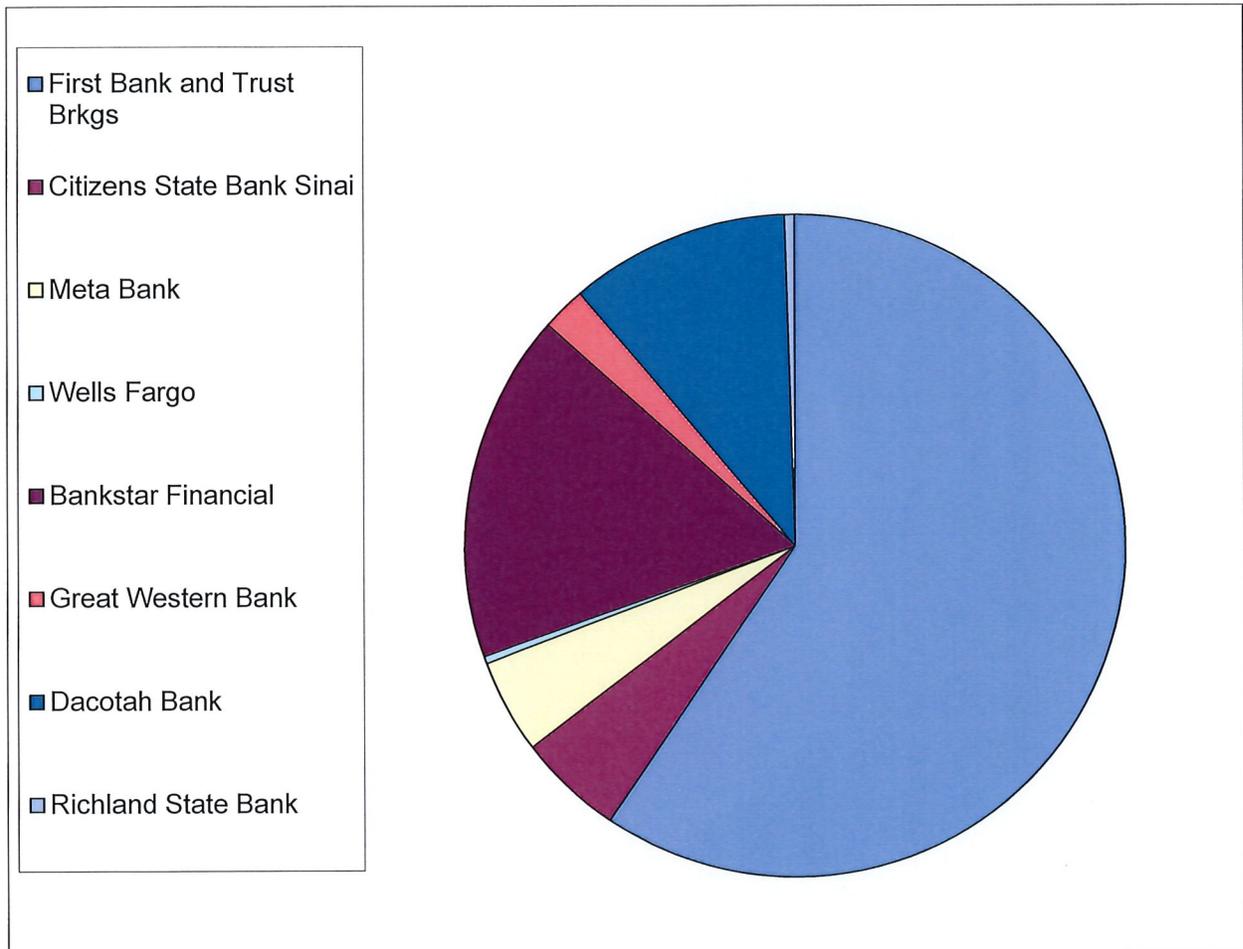


**BROOKINGS COUNTY
INVESTMENT AND BANKING
MONEY MARKET ACCOUNTS & DIFFERENCES**

DATE	BANKS	2019	2020	DIFFERENCES
		MONEY MARKETS	MONEY MARKETS	
2/29/2020	First Bank and Trust Brkgs	16,138,896.65	15,326,893.28	(812,003.37)
	Meta Bank	1,136,512.98	1,324,796.87	188,283.89
	Wells Fargo			-
	Great Western	825,879.85	618,243.49	(207,636.36)
	Bankstar Financial	3,116,424.08	3,995,625.61	879,201.53
	Citizens State Bank Sinai	545,158.86	539,522.82	(5,636.04)
	Richland State Bank	472,328.36	140,146.10	(332,182.26)
	Dacotah Bank	2,543,104.48	2,833,077.09	289,972.61
		24,778,305.26	24,778,305.26	(0.00)

**BROOKINGS COUNTY
GRAND TOTALS AND PERCENTAGES**

DATE	BANKS	2020		TOTAL	PERCENTAGE
		MONEY MARKETS	CD'S		
2/29/2020	First Bank and Trust Brkgs	16,326,893.28	800,000.00	17,126,893.28	0.59500
	Citizens State Bank Sinai	539,522.82	940,000.00	1,479,522.82	0.05140
	Meta Bank	1,324,796.87	-	1,324,796.87	0.04602
	Wells Fargo	2,550.36	100,000.00	102,550.36	0.00356
	Bankstar Financial	3,995,625.61	914,000.00	4,909,625.61	0.17056
	Great Western Bank	618,243.49	-	618,243.49	0.02148
	Dacotah Bank	2,833,077.09	250,000.00	3,083,077.09	0.10711
	Richland State Bank	140,146.10	-	140,146.10	0.00487
		25,780,855.62	3,004,000.00	28,784,855.62	1.00



CD#	BANK	AMOUNT	MATURITY DATE	INTEREST RATE
310354	Citizens State Bank-Sinai	150,000.00	2/6/2021	2.10
310355	Citizens State Bank-Sinai	100,000.00	2/6/2021	2.10
1170137430	1st Bank and Trust	100,000.00	2/23/2021	1.50
1170137449	1st Bank and Trust	100,000.00	2/23/2021	1.50
100201	Bankstar Financial	100,000.00	2/23/2021	1.50
201411	Bankstar Financial	100,000.00	3/2/2021	1.50
100250	Bankstar Financial	100,000.00	3/14/2020	2.00
1170224007	1st Bank and Trust	100,000.00	3/16/2020	2.00
1130882945	Wells Fargo	100,000.00	3/27/2020	2.23
1170179915	1st Bank and Trust	100,000.00	4/7/2020	2.40
310289	Citizens State Bank-Sinai	100,000.00	4/25/2020	2.50
310290	Citizens State Bank-Sinai	100,000.00	4/25/2020	2.50
310291	Citizens State Bank-Sinai	100,000.00	4/25/2020	2.50
100256	Bankstar Financial	100,000.00	4/26/2020	2.40
1170207307	1st Bank and Trust	100,000.00	4/26/2020	2.40
5570801	Dacotah Bank	100,000.00	5/14/2020	2.40
5581808	Dacotah Bank	150,000.00	5/23/2020	2.40
201780	Bankstar Financial	100,000.00	5/26/2020	2.40
201781	Bankstar Financial	100,000.00	5/26/2020	2.40
201602	Bankstar Financial	100,000.00	5/29/2020	2.40
202175	Bankstar Financial	100,000.00	6/11/2020	2.00
202176	Bankstar Financial	114,000.00	6/11/2020	2.00
1170236862	1st Bank and Trust	100,000.00	6/20/2020	2.00
310370	Citizens State Bank-Sinai	100,000.00	7/9/2021	1.60
310372	Citizens State Bank-Sinai	150,000.00	7/9/2021	1.60
1170228479	1st Bank and Trust	100,000.00	9/5/2020	2.00
1170228487	1st Bank and Trust	100,000.00	9/5/2020	2.00
310357	Citizens State Bank Sinai	140,000.00	10/18/2020	1.84
		3,004,000.00		

CHECKING ACCOUNT BALANCES

2/29/2020

Daily Checking	7,011.30
Refund Checking	57,129.43

MONEY MARKET INTEREST RATES AS OF 1/1/2020

1.570%

[Date]

ARCHERY RANGE VOLUNTEERS – WORK COMP LIST

Jeremy Scott

Tony Filholm

Ethan Wiese

Caleb Cohrs

Dan Bruna

Jordan Walburg

Jay Hotchkiss

Brookings County Finance Office

Kristen Witchey, Deputy Finance Officer
520 3rd Street, Suite 100 ♦ Brookings, SD 57006
Phone: (605) 696-8250
Fax: (605) 696-8259
Website: <http://www.brookingscountysd.gov>



March 13, 2020

Brookings County Commissioners,

Brookings County currently uses the Sinai Legion Hall as a Vote Center. It was recently brought to our attention that the Sinai City Council has moved their meeting from the Sinai Legion Hall to the Sinai Fire Hall.

I have spoken with Jeremy Wosje of the Sinai Fire Department and he agreed that Brookings County would be able to use the Fire Hall for the Sinai Vote Center. HR Specialist Laura Littlecott and I have toured the facility to ensure it meets both the Help America Vote Act and Americans with Disabilities Act requirements.

Due to the age and condition of the Sinai Legion Hall, to remain consistent with the Sinai City Council meetings and avoid voter confusion, I would recommend moving the Vote Center location to the Sinai Fire Hall.

Thank you,

A handwritten signature in blue ink that reads "Kristen". The signature is written in a cursive style.

Kristen Witchey
Deputy Finance Officer
Brookings County

Resolution #20-____
A Resolution Changing the Location of the Vote Center Site in Sinai, SD

WHEREAS, the Sinai Legion Hall located in Sinai is currently a Vote Center for Brookings County;

WHEREAS, the Brookings County Board of County Commissioners is required by SDCL 12-14-1 to establish the polling places for countywide elections;

WHEREAS, the Sinai Fire Hall is available for use and has agreed to let Brookings County use that facility as a new Vote Center site starting at the June 2nd, 2020, countywide election;

WHEREAS, the Sinai Fire Hall meets the handicapped accessibility requirements of the Help America Vote Act and Americans with Disability Act.

THEREFORE BE IT RESOLVED, by the Brookings County Board of Commissioners that the Vote Center location in Sinai be moved from the Sinai Legion Hall to the Sinai Fire Hall starting at the June 2nd, 2020, countywide election.

Michael Bartley, Chairperson
Brookings County Commission

ATTEST:

Vicki Buseth, County Finance Officer



AIA[®] Document A133[™] – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 9th day of January in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

Brookings County, SD
520 3rd Street, Suite 210
Brookings, SD 57006

and the Construction Manager:
(Name, legal status and address)

Henry Carlson Construction, LLC
1205 West Russell Street
Sioux Falls, SD 57104

for the following Project:
(Name and address or location)

Brookings County Detention Center Expansion and Remodel
315 7th Avenue
Brookings, SD 57006

The Architect:
(Name, legal status and address)

Boarman Kroos Vogel Group, Inc
222 North 2nd Street #101
Minneapolis, MN 55401

The Owner's Designated Representative:
(Name, address and other information)

Brookings County Commission Office
Stacy Steffensen, Commission Department Director
520 3rd Street, Suite 210
Brookings, SD 57006

The Construction Manager's Designated Representative:
(Name, address and other information)

Chad Nelson, Senior Project Manager
Henry Carlson Construction, LLC
1205 West Russell Street
Sioux Falls, SD 57104

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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The Architect's Designated Representative:
(Name, address and other information)

Bruce Schwartzman, Partner
Boarman Kroos Vogel Group, Inc
222 North 2nd Street #101
Minneapolis, MN 55401

The Owner and Construction Manager agree as follows.



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2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
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5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
6	COST OF THE WORK FOR CONSTRUCTION PHASE
7	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
8	INSURANCE AND BONDS
9	DISPUTE RESOLUTION
10	TERMINATION OR SUSPENSION
11	MISCELLANEOUS PROVISIONS
12	SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction

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Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggest alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order. Any use of the CM contingency requires written or email notification of the Owner.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The

Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2. Any bid submitted by a "related party" shall be received by the Owner 24 hours prior to bid opening time or opened in the presence of the Owner.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

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§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Fifteen Thousand Dollars (\$15,000.00).

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

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§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after receipt by Owner/Architect shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

The prime rate published in the Wall Street Journal on the date the payment becomes due.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Cost of the Work Plus 2.55%.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Same as 5.1.1

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

10%

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed Eighty-Five percent (85 %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
TBD		

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

All savings accrue to the owner.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

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§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel for work directly related to the project.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs

of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and

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amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 7.1.3 Provided that an Application for Payment is received by the Owner and Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the thirtieth day of the next month. If an Application for Payment is received by the Owner and Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner and Architect receive the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those

payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of Zero percent (0 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of Zero percent (0 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.
- .8 Upon review and approval, the Owner shall pay in an amount equal to the value of the labor and material furnished plus the material adequately stored subject to Section 7.1.9. A partial payment estimate must include retentions or retainage as follows: ten percent of each subcontract amount until the project is fifty percent completed with no further retainage during the continuance of the contract unless unsatisfactory progress or performance is documented. The Owner may, upon completion of ninety-five percent of the contract, pay to the contractor up to ninety-five percent of the amount retained from previous estimates. The remaining amount retained must be paid to the contractor in the amounts and at the times approved by the architect. The Owner shall make final payment of all moneys due to the contractor following completion of all work, acceptance of the project by the Owner, and the provision of necessary releases.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site notwithstanding this prior approval, insurance listing First PREMIER Bank as additional insured and evidence as provided by the subcontract, will be required.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

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ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall not provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond
See Exhibit "B"

Limit of Liability or Bond Amount (\$0.00)
Insurance Requirements

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that

Init.

- Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

§ 10.4

The Owner may suspend for a period of two years from the date of this Agreement or terminate this entire Agreement subject to the outcome of litigation between Owner and City of Brookings regarding this project. The fees associated with termination would only include actual costs incurred by Construction Manager and shall be limited to Construction Manager preconstruction phase services of \$15,000. The Owner will not agree, sign or enter into a Guaranteed Maximum Price Amendment until Owner's litigation with the City of Brookings is resolved.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

Init.

/

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

Staff Rates:

Dave Derry – Chairman/Preconstruction (As Required)	In Fee
Jerry Fromm – President (As Required)	In Fee
Mike Ralston – Preconstruction Services	In Preconstruction Fee
Chad Nelson – Senior Project Manager (Part-Time)	\$88.84/Hr.
Al Fincher – Senior Project Superintendent (Full-Time)	\$80.50/Hr.
John Gliko – Assistant Project Manager (Full-Time)	\$50.17/Hr.
Scott Amundson – BIM Coordinator (10% Time)	\$66.08/Hr.
Steve Halvorsen – Risk Manager (10% Time)	\$88.67/Hr.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
N/A
- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)
N/A

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

Stacy Steffensen, Commission Department Director
(Printed name and title)

Dave Derry, Chairman
(Printed name and title)

Additions and Deletions Report for **AIA[®] Document A133[™] – 2009**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:18:45 ET on 03/05/2020.

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AGREEMENT made as of the 9th day of January in the year 2020

...

Brookings County, SD
520 3rd Street, Suite 210
Brookings, SD 57006

...

Henry Carlson Construction, LLC
1205 West Russell Street
Sioux Falls, SD 57104

...

Brookings County Detention Center Expansion and Remodel
315 7th Avenue
Brookings, SD 57006

...

Boarman Kroos Vogel Group, Inc
222 North 2nd Street #101
Minneapolis, MN 55401

...

Brookings County Commission Office
Stacy Steffensen, Commission Department Director
520 3rd Street, Suite 210
Brookings, SD 57006

...

Chad Nelson, Senior Project Manager
Henry Carlson Construction, LLC
1205 West Russell Street
Sioux Falls, SD 57104

PAGE 2

Bruce Schwartzman, Partner
Boorman Kroos Vogel Group, Inc
222 North 2nd Street #101
Minneapolis, MN 55401
PAGE 3

12 SCOPE OF THE AGREEMENT

EXHIBIT A – GUARANTEED MAXIMUM PRICE AMENDMENT **PAGE 4**

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager ~~suggests~~ suggest alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

PAGE 5

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order. Any use of the CM contingency requires written or email notification of the Owner.

PAGE 6

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the ~~agreed-upon~~ agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

...

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a ~~cost-plus~~ cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2. Any bid submitted by a "related party" shall be received by the Owner 24 hours prior to bid opening time or opened in the presence of the Owner.

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§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, ~~systems,~~ systems sustainability and site requirements.

PAGE 8

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2014, B103™–2007, Standard Form of Agreement Between Owner and Architect, ~~Construction Manager as Constructor Edition~~, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

...

Fifteen Thousand Dollars (\$15,000.00).

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ~~(—) Twelve (12)~~ months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

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§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ~~(Thirty (30) days after the invoice date receipt by Owner/Architect~~ shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

~~% The prime rate published in the Wall Street Journal on the date the payment becomes due.~~

...

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current ~~funds—funds for the Construction Manager's performance of the Contract.~~ The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

...

Cost of the Work Plus 2.55%.

...

Same as 5.1.1

...

10%

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed Eighty-Five percent (85 %) of the standard rate paid at the place of the Project.

...

TBD

...

All savings accrue to the owner.

PAGE 10

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel ~~when stationed at the site with the Owner's prior approval.~~ for work directly related to the project.

PAGE 13

N/A

§ 7.1.3 Provided that an Application for Payment is received by the Owner and Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the thirtieth

day of the next month. If an Application for Payment is received by the Owner and Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the ~~Architect receives~~ Owner and Architect receive the Application for Payment.

PAGE 14

- .3 Add the Construction Manager's Fee, less retainage of Zero percent (0 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of Zero percent (0 %) from that portion of the Work that the Construction Manager self-performs;
- ...
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.
- .8 Upon review and approval, the Owner shall pay in an amount equal to the value of the labor and material furnished plus the material adequately stored subject to Section 7.1.9. A partial payment estimate must include retentions or retainage as follows: ten percent of each subcontract amount until the project is fifty percent completed with no further retainage during the continuance of the contract unless unsatisfactory progress or performance is documented. The Owner may, upon completion of ninety-five percent of the contract, pay to the contractor up to ninety-five percent of the amount retained from previous estimates. The remaining amount retained must be paid to the contractor in the amounts and at the times approved by the architect. The Owner shall make final payment of all moneys due to the contractor following completion of all work, acceptance of the project by the Owner, and the provision of necessary releases.

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§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site-site not withstanding this prior approval, insurance listing First PREMIER Bank as additional insured and evidence as provided by the subcontract, will be required.

...

N/A

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For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall not provide bonds as set forth in Article 11 of AIA Document A201-2007.

...

See Exhibit "B"

Insurance Requirements

...

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

...

N/A

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§ 10.4

The Owner may suspend for a period of two years from the date of this Agreement or terminate this entire Agreement

subject to the outcome of litigation between Owner and City of Brookings regarding this project. The fees associated with termination would only include actual costs incurred by Construction Manager and shall be limited to Construction Manager preconstruction phase services of \$15,000. The Owner will not agree, sign or enter into a Guaranteed Maximum Price Amendment until Owner's litigation with the City of Brookings is resolved.

PAGE 18

Staff Rates:

Dave Derry – Chairman/Preconstruction (As Required)	In Fee
Jerry Fromm – President (As Required)	In Fee
Mike Ralston – Preconstruction Services	In Preconstruction Fee
Chad Nelson – Senior Project Manager (Part-Time)	\$88.84/Hr.
Al Fincher – Senior Project Superintendent (Full-Time)	\$80.50/Hr.
John Gliko – Assistant Project Manager (Full-Time)	\$50.17/Hr.
Scott Amundson – BIM Coordinator (10% Time)	\$66.08/Hr.
Steve Halvorsen – Risk Manager (10% Time)	\$88.67/Hr.

...

N/A

4 AIA Document E202™ 2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

...

N/A

...

Stacy Steffensen, Commission Department Director

Dave Derry, Chairman

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jessica Riesselman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:18:45 ET on 03/05/2020 under Order No. 3167266487 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA[®]

Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

Brookings County Detention Center Expansion and Remodel
315 7th Avenue
Brookings, SD 57006

THE OWNER:

(Name, legal status and address)

Brookings County, SD
520 3rd Street, Suite 210
Brookings, SD 57006

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Henry Carlson Construction, LLC
1205 West Russell Street
Sioux Falls, SD 57104

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed TBD (\$TBD), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager’s Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

TBD

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

TBD

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
TBD	

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

TBD

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

TBD

Section	Title	Date	Pages
---------	-------	------	-------

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

TBD

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

N/A

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

TBD

OWNER (Signature)

Stacy Steffensen, Commission Department Director
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Dave Derry, Chairman
(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A133™ – 2009 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

Brookings County Detention Center Expansion and Remodel
315 7th Avenue
Brookings, SD 57006

...

Brookings County, SD
520 3rd Street, Suite 210
Brookings, SD 57006

...

Henry Carlson Construction, LLC
1205 West Russell Street
Sioux Falls, SD 57104

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (\$—TBD (\$TBD)), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

TBD

...

TBD
PAGE 2

TBD

...

TBD

...

N/A

...

TBD

...

TBD

...

N/A

...

TBD

...

Stacy Steffensen, Commission Department Director

Dave Derry, Chairman



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jessica Riesselman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:19:36 ET on 03/05/2020 under Order No. 3167266487 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment , as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Exhibit “B” – Insurance Requirements

Workers Compensation Insurance

\$100,000	Each accident
\$500,000	Disease, policy limit
\$100,000	Disease, each employee

Commercial General Liability Insurance

\$1,000,000	Each Occurrence
\$2,000,000	General aggregate
\$1,000,000	Personal and advertising injury
\$2,000,000	Products completed operations aggregate

1. Policy shall be endorsed to have the general aggregate per Project
2. Products and completed operations insurance should be maintained for a minimum period of at least 2 years following substantial completion or final payment for the project.

Automobile Liability Insurance (owned, non-owned and hired vehicles) for bodily injury and property damage.

\$1,000,000	Each Occurrence
-------------	-----------------

Umbrella or Excess Liability

\$5,000,000	Over primary insurance
-------------	------------------------

Contractors Professional Liability and Pollution Liability

\$2,000,000	Each Accident
\$4,000,000	Aggregate

Builders Risk

1. Builders Risk policy to include specified testing coverage, i.e. hot and cold testing.
2. Owner shall be responsible for all deductibles.

Additional Items to be Included

1. Owner to be added as Additional Insured on a Primary/Noncontributory basis as respects general liability, auto liability and umbrella liability.
2. The contract to include Mutual Waiver of Subrogation on General Liability, Automobile, Umbrella and Workers Compensation policies.
3. Contract to require 30 day cancellation notice on all coverages.
4. All subcontractors shall be required to meet the above requirements as relates to 1, 2 and 3 above.



AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Brookings County Detention Center Expansion and Remodel
315 7th Avenue
Brookings, SD 57006

THE OWNER:

(Name, legal status and address)

Brookings County, SD
520 3rd Street, Suite 210
Brookings, SD 57006

THE ARCHITECT:

(Name, legal status and address)

Boarman Kroos Vogel Group, Inc
222 North 2nd Street #101
Minneapolis, MN 55401

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- 3 CONTRACTOR
- 4 ARCHITECT
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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1865501764)

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(Topics and numbers in bold are section headings.)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall

continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required

submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop

Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a

party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed.

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However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, within 10 working days. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be 7 days from the date of receiving the request. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Preliminary Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order and Preliminary Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Preliminary Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 A Preliminary Change Order (PCO) is a written instrument prepared by the Contractor and signed by the Owner, Architect, and Contractor stating their agreement upon all of the following:

- .1 **The change(s) in the Work;**
- .2 **The value of the adjustment(s);**
- .3 **The proposed extent of the adjustment, if any, in contract time**

A Preliminary Change Order is intended to allow approval of changes in the work that the Owner, Architect, and Contractor agree will be incorporated into a change order at an agreed upon time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order, Preliminary Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any,

provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location

agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor

knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

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§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part

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by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Contractor has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

(Paragraph deleted)

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Contractor shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

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property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Contractor's property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Contractor's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Contractor as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

(Paragraph deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense, unless the condition was caused by the Owner or a Separate Contractor, not including any subcontractors hired by the Contractor, in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the prime rate published in the Wall Street Journal on the date the payment becomes due.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

(Paragraphs deleted)

§ 14.3.2 In the event this agreement is suspended by Owner for convenience and prior to Owner signing Guaranteed Maximum Price Amendment, the cost and compensation for preconstruction phase services shall be limited as set forth in A133 § 10.4.

§ 14.3.3 In the event this agreement is suspended by Owner for convenience and prior to Owner signing Guaranteed Maximum Price Amendment, the cost and compensation for preconstruction phase services shall be limited as set forth in A133 § 10.4.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

§ 14.4.4 Owner and Construction Manager agree that all provisions under Section 14 are subject to A133 § 10.4.

§ 14.5. Owner and Construction Manager agree that all provisions under Section 14 are subject to A133 § 10.4. In case of such termination for the Owner's convenience and after the signing of the Guaranteed Maximum Price Amendment, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the Construction Manager's Fee calculated as if the Work had been fully completed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

Init.

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§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry

Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

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Brookings County Detention Center Expansion and Remodel
315 7th Avenue
Brookings, SD 57006

...

(Name, legal status and address)

Brookings County, SD
520 3rd Street, Suite 210
Brookings, SD 57006

...

(Name, legal status and address)

Boarman Kroos Vogel Group, Inc
222 North 2nd Street #101
Minneapolis, MN 55401

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§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity ~~that which~~ would otherwise exist as to a party or person described in this Section 3.18.

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§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, ~~with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review, within 10 working days.~~ Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

...

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will ~~be made in writing within any time limits agreed upon or otherwise with reasonable promptness, be 7 days from the date of receiving the request.~~ If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the ~~14 day~~ 14 day period shall constitute notice of no reasonable objection.

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§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Preliminary Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order and Preliminary Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Preliminary Change Order, Construction Change Directive or order for a minor change in the Work.

...

§ 7.2.2 A Preliminary Change Order (PCO) is a written instrument prepared by the Contractor and signed by the Owner, Architect, and Contractor stating their agreement upon all of the following:

- .1 The change(s) in the Work;
- .2 The value of the adjustment(s);
- .3 The proposed extent of the adjustment, if any, in contract time

A Preliminary Change Order is intended to allow approval of changes in the work that the Owner, Architect, and Contractor agree will be incorporated into a change order at an agreed upon time.

...

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order, Preliminary Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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§ 11.3.1 Unless otherwise provided, the ~~Owner-Contractor~~ shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the ~~Owner-Contractor~~ has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

...

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

...

The ~~Owner-Contractor~~ shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

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§ 11.3.8 A loss insured under the ~~Owner's-Contractor's~~ property insurance shall be adjusted by the ~~Owner-Contractor~~ as fiduciary and made payable to the ~~Owner-Contractor~~ as fiduciary for the insureds, as their interests may appear,

subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the ~~Owner-Contractor~~ as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the ~~Owner's-Contractor's~~ duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The ~~Owner-Contractor~~ shall deposit in a separate account proceeds so received, which the ~~Owner-Contractor~~ shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The ~~Owner-Contractor~~ as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the ~~Owner's-Contractor's~~ exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the ~~Owner-Contractor~~ as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

...

§ 11.4.2 ~~Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~

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§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, ~~costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense.~~ the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, ~~such costs the costs of uncovering the Work, and the cost of correction correction, shall be at the Contractor's expense~~ expense, unless the condition was caused by the Owner or a separate contractor-Separate Contractor, not including any subcontractors hired by the Contractor, in which event the Owner shall be responsible for payment of such costs.

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Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the ~~legal rate prevailing from time to time at the place where the Project is located.~~ prime rate published in the Wall Street Journal on the date the payment becomes due.

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§ 14.3.2 ~~The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent~~

- ~~.1 — that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or~~
- ~~.2 — that an equitable adjustment is made or denied under another provision of the Contract.~~

§ 14.3.2 In the event this agreement is suspended by Owner for convenience and prior to Owner signing Guaranteed Maximum Price Amendment, the cost and compensation for preconstruction phase services shall be limited as set forth in A133 § 10.4.

§ 14.3.3 In the event this agreement is suspended by Owner for convenience and prior to Owner signing Guaranteed Maximum Price Amendment, the cost and compensation for preconstruction phase services shall be limited as set forth in A133 § 10.4.

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§ 14.4.4 Owner and Construction Manager agree that all provisions under Section 14 are subject to A133 § 10.4.

§ 14.5. Owner and Construction Manager agree that all provisions under Section 14 are subject to A133 § 10.4. In case of such termination for the Owner's convenience and after the signing of the Guaranteed Maximum Price Amendment, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the Construction Manager's Fee calculated as if the Work had been fully completed.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jessica Riesselman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:22:12 ET on 03/05/2020 under Order No. 3167266487 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Department of Transportation

Watertown Area Office

5000 9th Avenue SE

Watertown, South Dakota 57201 (605)882-5166

Fax: (605) 882-5117

March 11, 2020

Misty Moser
Brookings County Weed & Pest Board
520 3rd Street
Brookings, South Dakota 57006

Re: Pocket Gopher Baiting, 2020

Dear Ms. Moser:

It is time again to plan for pocket gopher control during the upcoming season. With the success of this program in the past, it is hoped that you will be able to continue the control of pocket gophers within the state highway right-of way.

Enclosed is a contract for the "2020" pocket gopher baiting. Please fill out and return the contract in its entirety to this office. **Like last year, we need to have form DOT-1000 completed and signed. It is required that a copy of the County Commission minutes or resolution authorizing the execution of the agreement be attached as Exhibit D. Also form Dot-1000 needs to be signed by the County Commission Chairperson and have their signature notarized.**

We appreciate your county for doing pocket gopher baiting for the Department of Transportation and thank you for a job well done.

Sincerely,

DEPARTMENT OF TRANSPORTATION

A handwritten signature in blue ink that reads "Matthew R. Brey". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Matthew R. Brey
Watertown Area Engineer

cc: Mark Peterson – Aberdeen Region Engineer
Calvin Esche, Highway Maintenance Supervisor

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
JOINT POWERS AGREEMENT
FOR POCKET GOPHER BAITING SERVICES**

This Joint Powers Agreement (Agreement) is entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and Brookings County, South Dakota, referred to in this Agreement as the "COUNTY."

BACKGROUND:

1. The STATE is the owner of real property located in Brookings County, South Dakota.
2. The STATE wants the COUNTY to control the population of pocket gophers within the right of way of state highway routes.
3. The COUNTY is willing to provide pocket gopher baiting services to the STATE.

THE STATE AND THE COUNTY MUTUALLY AGREE AS FOLLOWS:

I. JOINT POWERS

This Agreement does not establish a separate legal entity, as contemplated by SDCL 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by the COUNTY and the STATE. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased for use in connection with this Agreement.

II. THE COUNTY

- A. The COUNTY services under this Agreement will commence May 1, 2020 and will end April 30, 2021, unless terminated earlier pursuant to the terms of this Agreement.
- B. The COUNTY will provide services in compliance with the Americans with Disabilities Act of 1990, and any amendments.
- C. The COUNTY will:
 1. Furnish the necessary equipment, materials, and labor to control the population of pocket gophers in accordance with the bid proposal attached to this Agreement as Exhibit A.
 2. Ensure that the pocket gopher baiting is accomplished by personnel properly licensed by the South Dakota Department of Agriculture.
 3. The COUNTY will not stop its vehicle(s) on the roadway, driving lanes, or shoulders on the Interstate highway system.
 4. Complete form DOT-820 Daily Pesticide Application Record, furnished by the STATE, a copy of which is attached to this Agreement as Exhibit B. The COUNTY will complete this form on a daily basis.
 5. Provide the STATE with a completed copy of the DOT-820 Daily Pesticide Application Records within one (1) week after completion of the pocket gopher baiting.
 6. Submit an invoice for payment to the STATE. The invoice will be accompanied by the completed original DOT-820 daily form(s). The COUNTY may submit separate invoices for the spring and fall pocket gopher baiting, if the COUNTY desires to do so.

II. THE STATE will:

- A. Pay the COUNTY the actual costs for services as set out below. Payment will be made pursuant to itemized invoices submitted by the COUNTY, and accompanied by the required form DOT-820 Daily Pesticide Application Records.
- B. Reimburse the COUNTY for all labor required to satisfactorily complete the work contemplated by this Agreement based on the hourly rate per employee as stipulated in the attached Exhibit B.
- C. Reimburse the COUNTY for all pesticides and equipment required to satisfactorily complete the work contemplated by this Agreement based on the costs as stipulated in the attached Exhibit B.
- D. Furnish the COUNTY with form DOT-820 Daily Pesticide Application Records.

III. AMENDMENT PROVISION

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement, and be signed by an authorized representative of each of the parties.

IV. TERMINATION PROVISION

Either party may terminate this Agreement by providing thirty (30) days' written notice to the other. If the COUNTY breaches any term or condition of this Agreement, the STATE may terminate this Agreement with or without notice. If the STATE terminates this Agreement due to the COUNTY'S default, the STATE may adjust any payment due to the COUNTY at the time of termination to cover any additional costs to the STATE due to the COUNTY'S default. Upon termination, the STATE may take over the work and may award another party an agreement to complete the work under this Agreement. If, after the STATE terminates for a default by the COUNTY, it is determined the COUNTY was not at fault, then the COUNTY will be paid for eligible services rendered and expenses incurred up to the date of termination.

V. FUNDING PROVISION

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 may 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.

VI. INDEPENDENT CONTRACTOR PROVISION

While performing services under this Agreement, the COUNTY is an independent contractor and not an officer, agent, or employee of the STATE.

No employee of the COUNTY engaged in the performance of services required under this Agreement will be considered an employee of the STATE. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party as a consequence of any act or omission by the COUNTY will be the STATE'S obligation or responsibility.

VII. EMPLOYEE STATUS PROVISION

Any officer, employee, or agent engaged in joint action under this Agreement will remain an employee with his or her agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

VIII. COMPLIANCE PROVISION

The COUNTY will comply with all federal, state and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The COUNTY will procure all licenses, permits, or other rights necessary for the fulfillment of its obligation under the Agreement.

IX. INDEMNIFICATION PROVISION

The COUNTY will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services under this Agreement. This section does not require the COUNTY to be responsible for or defend against claims or damages arising from errors or omissions of the STATE, its officers, agents, or employees.

X. CONTROLLING LAW PROVISION

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

XI. SEVERABILITY PROVISION

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.

XII. SUPERCESSION PROVISION

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 in this Agreement, this Agreement constitutes the entire agreement with respect to the subject matter.

XIII. The COUNTY has designated its County Commission Chairperson as the COUNTY'S authorized representative and has empowered the Chairperson with the authority to sign this Agreement on behalf of the COUNTY. A copy of the COUNTY'S Commission minutes or resolution authorizing the execution of this Agreement by the Chairperson as the COUNTY'S authorized representative is attached to this Agreement as Exhibit C.

By signature of their representatives below, each party certifies that approval of this Agreement by ordinance, resolution, or other appropriate means has been obtained by that party's governing body or officer pursuant to SDCL § 1-24-3 and § 1-24-6.

Brookings County, South Dakota
By: _____
Its: County Commission Chairperson
Date: _____
Attest:

County Auditor/Clerk

State of South Dakota
Department of Transportation
By: _____
Its: Secretary
Date: _____
Recommended By:

Construction/Maintenance Engineer

(COUNTY SEAL)

BID PROPOSAL

CODE	PROJECT			MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	BEGIN MRM	END MRM
	PRE	ROUTE	AGR						
		000I		171		I5xp	2390		
		000N		171		I5xq	2390		
		000P		171		I5xr	2390		

COUNTY: Brookings BUDGET SOURCE: Maintenance Contract Budget

FEDERAL TAX ID NUMBER: _____

FINALS ENGINEER REVIEW REQUIRED: YES NO

REGION MATERIALS CERTIFICATION REQUIRED: YES NO

CERTIFIED INSPECTORS/TESTERS REQUIRED: YES NO

TO BE INSTALLED ON CM&P: YES NO

TYPE OF WORK: Pocket Gopher Baiting

PURPOSE OF WORK: Control Pocket Gophers

LOCATION OF WORK: Within the jurisdictional area of the Brookings DOT shop

ESTIMATE OF QUANTITIES AND COST:

BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<i>Pocket gophers, labor Bait and equipment</i>	<i>40</i>	<i>Hours</i>	<i>\$50.00</i>	<i>\$2000.00</i>
TOTAL					<i>\$2000.00</i>

"Contract" Daily Pesticide Application Record

Date: _____ Contact No: _____

Customer: _____

Contractor: _____

SPRAYING ON THIS DATE WAS ACCOMPLISHED ON: INDICATE WHICH DITCH

Highway No: _____ From MRM _____ To MRM _____ N S E W OR MEDIAN

Highway No: _____ From MRM _____ To MRM _____ N S E W OR MEDIAN

Highway No: _____ From MRM _____ To MRM _____ N S E W OR MEDIAN

Highway No.	Type of Pesticide	Amount Used	Cost/Unit	Cost
_____	_____	_____ X	_____ =	_____
_____	_____	_____ X	_____ =	_____
_____	_____	_____ X	_____ =	_____

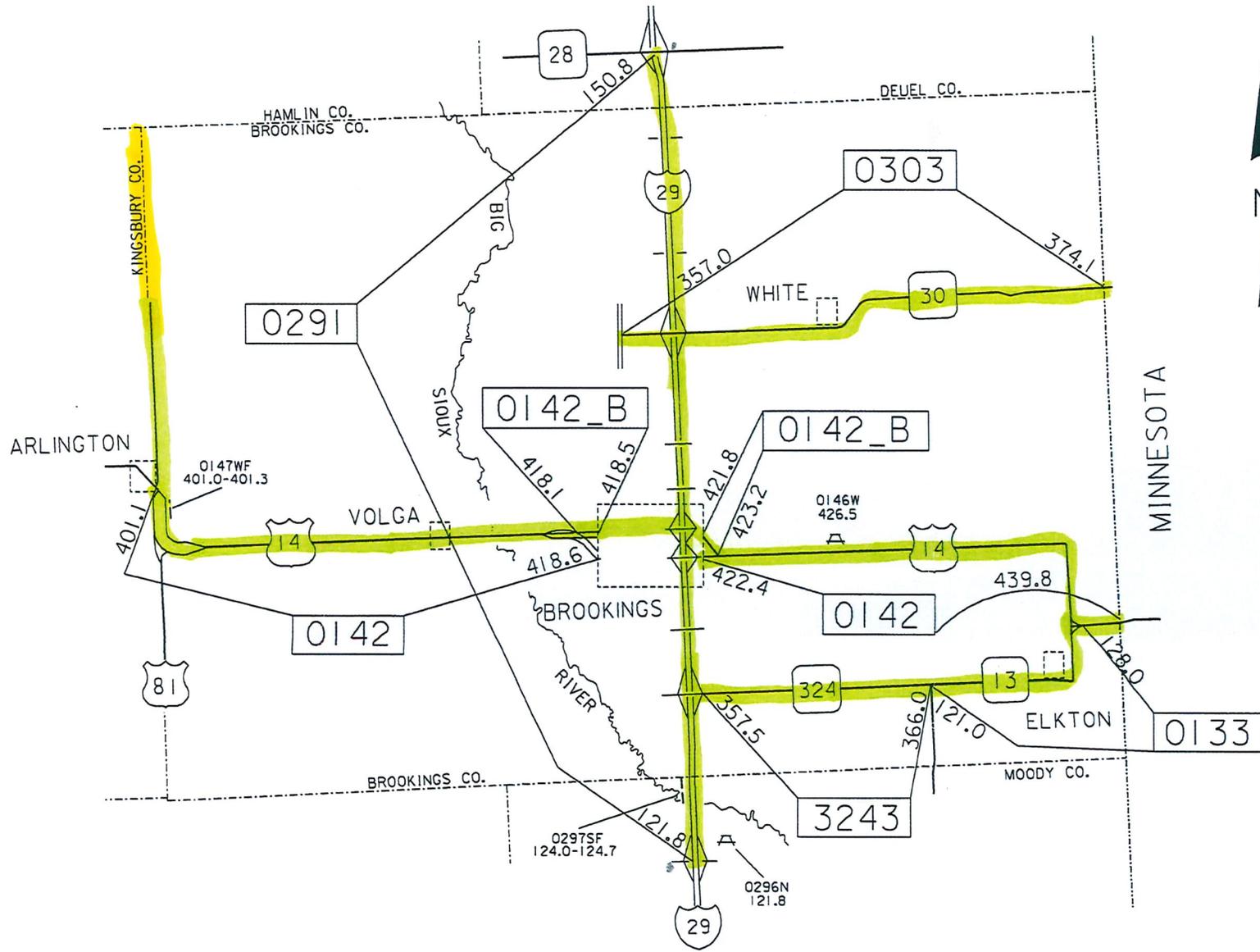
Highway No.	Employee Name	Hours Worked	Rate	Cost
_____	_____	_____ X	_____ =	_____
_____	_____	_____ X	_____ =	_____
_____	_____	_____ X	_____ =	_____

Highway No.	Equipment	Miles or Hours Worked	Rate	Cost
_____	_____	_____ X	_____ =	_____
_____	_____	_____ X	_____ =	_____
_____	_____	_____ X	_____ =	_____
			Total Cost	= _____

Sprayer Operator Signature

D.O.A. License Number: _____

THIS FORM WILL BE COMPLETED IN TRIPLICATE. ONE COPY WILL BE FORWARDED TO THE LOCAL MAINTENANCE UNIT FOREMAN, ONE TO BE RETAINED ON FILE BY THE COUNTY, AND ONE (ORIGINAL) TO ACCOMPANY THE COUNTY'S INVOICE TO THE STATE FOR PAYMENT.



171-BROOKINGS



Brookings County Finance Office

Vicki Buseth, Finance Officer

520 3rd Street Suite 100 ♦ Brookings, SD 57006

Phone: (605) 696-8250

vbuseth@brookingscountysd.gov

March 16, 2020

TO: Brookings County Commission
FROM: Vicki Buseth, Finance Officer
RE: Tax Abatements

The following Tax Abatements are on the March 24th agenda.

- **Abatement 20-13** Terry Swenson applied for abatement because of fire 5/18/2019. Approved by Elkton City Council. Amount **\$360.25**
- **Abatement 20-22** United Parish of Elkton applied for abatement because they are tax exempt and purchased property 9/27/2019 approved by Elkton City Council. Amount **\$1114.07**
- **Abatement 20-23** Bradley Hanson applied for abatement flood 9/12/2019 approved by Aurora City Council. Amount **\$30.63**
- **Abatement 20-27** Christina Castillo applied for abatement because of flood 9/12/2019 approved by Aurora City Council. Amount **\$56.81**

Jacob Brehmer Director of Equalization and Vicki Buseth, Finance Office both recommend approval on all of these abatements.

APPLICATION FOR ABATEMENT AND/OR REFUND OF PROPERTY TAXES

Abatement # 20-13 Assessment year 2019 Payable Year 2020

Board of County Commissioners of Brookings County, South Dakota

NAME Terry D & Nancy A Swenson

MAILING ADDRESS 610 Antelope St S

CITY Elkton State SD Zip Code 57026

Legal Description of Property Lots 8-9, Block 8 Brown's Plat Addition Elkton City
Parcel # 34075-00800-008-00

Amount of abatement being requested \$360.25

Application for an abatement / refund of taxes is being presented due to the following reason (check applicable provision)

- An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;
- Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;
- The property is exempt from the tax;
- The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessments;
- Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;
- The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.
- A loss occurred because of flood, fire, storm, or other unavoidable casualty; Date of Loss 5-18-2019
- Structures have been removed after the assessment date (upon verification by the director of equalization)
Date structures removed _____
- Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4
- Applicant, having otherwise qualified for classification of owner-occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.
- Other / Comments _____

Assessor Recommendation: Approve Deny Signature Terry Swenson

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding -- Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons.
Terry Swenson
Applicant's Signature

Subscribed and sworn to, before me this 30th day of January, 2020
Jean Steeber
Notary / Auditor / Deputy Auditor

DATE RECEIVED in the County Auditor's office _____	Received by _____
Total Valuation _____	Total Taxes on Property _____
Amount Abated _____	Amount Refunded _____
Date Approved _____	Check Number _____

Jean Steeber 2/10/2020

Abatement figures for Terry Swenson in Elkton.

Garage value is $10,220 / 1000 = 10.22 \times .923 = 9.43 \times 19.971 = \188.38 for the year / by 12 gives you 15.69 per month $\times 3$ months gives you \$47 to abate back for no use for 3 months.

House value is $100,780 /$ by 1688 sq. ft. gives you \$59.70 per sq. ft. The main house is 1112 sq. ft. so $1112 \times 59.70 = 66,386.4 / 1000 = 66.3864 \times .923 = 61.27 \times 19.971 = \$1,223.71$ for the year / by 12 = \$101.97 per month. Which \$101.97 will be abated due to displacement from the home for 1 month.

The addition off the back of the house is 576 sq. ft. $\times 59.70 = 34,387.2 / 1000 = 34.3872 \times .923 = 31.73 \times 19.971 = \633.86 for the year / 12 = \$52.82 per month $\times 4$ months = \$211.28 to abate back for lack of use for 4 months.

For a grand total of \$360.25 total abatement.

APPLICATION FOR ABATEMENT AND/OR REFUND OF PROPERTY TAXES

Abatement # 20-22 Assessment year 2019 Payable Year 2020

Board of County Commissioners of Brookings County, South Dakota

NAME United Parish of Elkton

MAILING ADDRESS 710 Cornell Ave

CITY Elkton State SD Zip Code 57026

Legal Description of Property Lots 1, 2, 3 Block 13 Western Town Lots Company Addition, City of Elkton

Parcel # 34450-01300-001-00

Amount of abatement being requested \$1,144.07

Application for an abatement / refund of taxes is being presented due to the following reason (check applicable provision)

- An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;
- Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;
- The property is exempt from the tax: United Parish purchase 9-27-2019
- The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessments;
- Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;
- The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.
- A loss occurred because of flood, fire, storm, or other unavoidable casualty; Date of Loss _____
- Structures have been removed after the assessment date (upon verification by the director of equalization) Date structures removed _____
- Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4
- Applicant, having otherwise qualified for classification of owner-occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.
- Other / Comments _____

Assessor Recommendation: Approve Deny Signature Jacob Blum

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding. - Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons. Subscribed and sworn to, before me this 10th day of February, 2020.
Carrie Thompson Lay Leader Applicant's Signature Quinn Stobbe Notary / Auditor / Deputy Auditor

DATE RECEIVED in the County Auditor's office _____	Received by _____
Total Valuation _____	Total Taxes on Property _____
Amount Abated _____	Amount Refunded _____
Date Approved _____	Check Number _____

David Schuerman 2/10/2020

9-27-2019

United Parish purchase from taxable entity

$$\$4,280.36 / 365 = \$11.727 \text{ per day tax}$$

$$\$11.727 \times 95 \text{ days} = \$1,114.07$$

APPLICATION FOR ABATEMENT AND/OR REFUND OF PROPERTY TAXES

Abatement # 20-23 Assessment year 2019 Payable Year 2020

Board of County Commissioners of Brookings County, South Dakota

NAME Bradley D & Tammy Honson

MAILING ADDRESS 205 Peterson Ave

CITY Aurora State SD Zip Code 57002

Legal Description of Property Lot 11 Peterson's Addition to the City of Aurora

Parcel # 31225-00000-011-00

Amount of abatement being requested \$30.63

Application for an abatement / refund of taxes is being presented due to the following reason (check applicable provision)

An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;

Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;

The property is exempt from the tax;

The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessments;

Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;

The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.

A loss occurred because of flood, fire, storm, or other unavoidable casualty; Date of Loss 9-12-2019

Structures have been removed after the assessment date (upon verification by the director of equalization)
Date structures removed _____

Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4

Applicant, having otherwise qualified for classification of owner-occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.

Other / Comments _____

Assessor Recommendation: Approve Deny Signature T Jacob Blum

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding - - Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons.

Subscribed and sworn to, before me this 10th day of February, 2020

Tammy Honson
Applicant's Signature

Jan Stodden
Notary / Auditor / Deputy Auditor

DATE RECEIVED in the County Auditor's office _____	Received by _____
Total Valuation _____	Total Taxes on Property _____
Amount Abated _____	Amount Refunded _____
Date Approved _____	Check Number _____

Jan Stodden

- approved by Aurora Council
March 09, 2020

(110 days)
Value Lost Due to 9-12-2019 Flood

$$\$6,200/1,000 = 6.2 \times .923 =$$

$$5.7226 \times \overset{\text{Levy}}{17.76} = \$101.63/365 \text{ days} =$$

$$\$.27845 \text{ per day tax} \times 110 = \$30.63$$

APPLICATION FOR ABATEMENT AND/OR REFUND OF PROPERTY TAXES

Abatement # 20-27 Assessment year 2019 Payable Year 2020

Board of County Commissioners of Brookings County, South Dakota

NAME Christina & Nicholas Castillo

MAILING ADDRESS 609 E Pine St.

CITY Aurora State SD Zip Code 57002

Legal Description of Property Lot 6 Block 3 Milpore South Addition, Aurora
City Parcel # 31185-00300-006-00

Amount of abatement being requested \$56.81

Application for an abatement / refund of taxes is being presented due to the following reason (check applicable provision)

- An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;
- Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;
- The property is exempt from the tax;
- The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessments;
- Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;
- The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.
- A loss occurred because of flood, fire, storm, or other unavoidable casualty; Date of Loss 9-12-2019
- Structures have been removed after the assessment date (upon verification by the director of equalization)
Date structures removed _____
- Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4
- Applicant, having otherwise qualified for classification of owner-occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.
- Other / Comments _____

Assessor Recommendation: Approve Deny Signature Jacob Blum

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding - - Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons.
[Signature]
Applicant's Signature

Subscribed and sworn to, before me this 29th day of February, 2020
[Signature]
Notary / Auditor / Deputy Auditor Commission Expires April 20, 2025

DATE RECEIVED in the County Auditor's office _____	Received by _____
Total Valuation _____	Total Taxes on Property _____
Amount Abated _____	Amount Refunded _____
Date Approved _____	Check Number _____

[Signature] - approved by Aurora Council
March 09, 2020

\$11,500 Value Lost Due to Flooded Basement 9-12-2019

$$\$11,500 / 1,000 = 11.5 \times \overset{\text{Factor}}{.923} =$$

$$10.6145 \times \overset{\text{Levy}}{17.76} = \$188.51 / 365 \text{ days} =$$

$$\$.5165 \text{ per day tax} \times 110 \text{ days} = \$56.81$$

Brookings County Weed and Pest Chemical Bid Prices 2020.

We have received the bids for chemicals, the board and I have went over them.

The three bids VanDiest Supply is the cheapest of them all, VanDiest Supply AgFirst Farmers COOP, and Ramsdell's the board and I suggest accepting all the bids, that way we have options if we for some reason can't get chemicals from the lowest bidder.

2020 Chemical Bids

	<u>2,4-D</u>		<u>Tordon</u>		
	<u>Amine</u>	<u>Graslan L</u>	<u>22K</u>	<u>Milestone</u>	<u>Rodeo</u>
Vandiest Supply	\$8.60 Per Gallon	\$38.00 Per Gallon	\$41.49 Per Gallon	\$265.00 Per Gallon	\$17.75 Per Gallon
Ramsdell's	\$11.15 Per Gallon	\$43.81 Per Gallon	\$66.52 Per Gallon	\$341.00 Per Gallon	\$21.80Per Gallon
AgFirst Farmer's Coop	\$11.70 Per Gallon	\$43.00 Per Gallon	\$69.00 Per Gallon	\$305.00 Per Gallon	\$21.00 Per Gallon

RECEIVED MAR 03 2020



Citizen Interest Application

Thank you for your interest in becoming involved in Brookings County government. We encourage our citizens to volunteer to serve on our Boards, Committees, and Commissions. If you have any questions, please contact the Commission Office. All applications will be kept on file for consideration when vacancies occur.

Please attach additional sheets if needed.

Date Submitted: 2/28/20 Appointment Applied For: Zoning board

Last Name: VanderWiel First: Kyle

Address: 46410 209th St.

City: Volga State: SD Zip Code: 57071

E-mail Address: kylevanderwiel89@gmail.com

Home Phone: _____ Work Phone: _____ Cell Phone: 605-695-7684

Describe Why You are Interested in this Board:

I am concerned with and interested in rural development in our county.
As a lifelong resident of Brookings County I would like to be involved in our
county government.

Amount of Time Available:

I farm, so evenings are flexible.

List Any Relevant Educational Experience:

High School Ag and some college courses

List Any Relevant Professional Experience:

I have sat in on numerous zoning meetings.

Other Community Involvement/Activities/Service Organizations in Which You are Involved:

Brookings/Kingsbury County Farm Bureau Treasurer

Brookings/Kingsbury County Farm Bureau board of Directors



Brookings County Finance Office

Vicki Buseth, Finance Officer

520 3rd Street Suite 100 ♦ Brookings, SD 57006

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March 17, 2020

TO: Brookings County Commission
FROM: Vicki Buseth, Finance Officer
RE: 2019 Annual Report for Brookings County

Attached is a copy of the 2019 Annual Report for Brookings County it has been filed with the Department of Revenue and the Department of Legislative Audit. It has been sent to the papers to be published per statue. Jennifer Beller from the Finance Office will be present to go over the report with you.

Thank you,

A handwritten signature in blue ink that reads "Vicki Buseth".

Vicki Buseth
Brookings County Finance Officer

BROOKINGS COUNTY
STATEMENT OF NET POSITION
December 31, 2019

	Primary Government Governmental Activities
ASSETS:	
Cash and Cash Equivalents	\$ 23,103,752.98
Investments	3,004,000.00
Accounts Receivable, Net	1,028,651.77
Inventories	221,186.13
Other Assets	258,487.00
Net Pension Asset	23,830.27
Capital Assets:	
Land, Improvements and Construction/ Development in Progress	3,175,098.35
Other Capital Assets, Net of Depreciation	28,142,561.16
TOTAL ASSETS	\$ 58,957,567.66
DEFERRED OUTFLOWS OF RESOURCES:	
Pension Related Deferred Outflows	1,805,081.31
TOTAL DEFERRED OUTFLOWS OF RESOURCES	\$ 1,805,081.31
LIABILITIES:	
Accounts Payable	\$ 657,176.24
Other Current Liabilities	174,283.00
Noncurrent Liabilities:	
Due Within One Year	532,335.32
Due in More than One Year	1,103,497.39
TOTAL LIABILITIES	\$ 2,467,291.95
DEFERRED INFLOWS OF RESOURCES:	
Pension Related Deferred Inflows	\$ 494,128.13
TOTAL DEFERRED INFLOWS OF RESOURCES	\$ 494,128.13
NET POSITION:	
Net Investment in Capital Assets	\$ 30,306,698.61
Restricted For: (See Note ___)	
Road and Bridge Purposes	641,136.54
Courthouse Building Purposes	934,051.38
SDRS Pension Purposes	1,334,783.45
Insurance Reserve Purposes	258,487.00
Other Purposes	881,325.33
Unrestricted (Deficit)	23,444,746.58
TOTAL NET POSITION	\$ 57,801,228.89

The notes to the financial statements are an integral part of this statement.

BROOKINGS COUNTY
STATEMENT OF ACTIVITIES
For the Year Ended December 31, 2019

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government Governmental Activities
Primary Government:					
Governmental Activities:					
General Government	\$ 5,245,984.72	\$ 834,029.19	\$ 104,264.64		\$ (4,307,690.89)
Public Safety	4,390,470.17	552,045.16	292,773.72		(3,545,651.29)
Public Works	4,988,833.89	26,680.70	2,419,591.29	1,168,363.59	(1,374,198.31)
Health and Welfare	691,113.06	37,149.12			(653,963.94)
Culture and Recreation	383,859.37	78,629.83			(305,229.54)
Conservation of Natural Resources	386,918.31	53,609.10			(333,309.21)
Urban and Economic Development	343,836.93	18,744.00			(325,092.93)
Intergovernmental	122,166.58				(122,166.58)
Payments to Local Education Agencies					0.00
*Depreciation Expense - Unallocated	63,553.82				(63,553.82)
**Interest on Long-term Debt	30,231.09				(30,231.09)
Total Primary Government	\$ 16,646,967.94	\$ 1,600,887.10	\$ 2,816,629.65	\$ 1,168,363.59	(11,061,087.60)
General Revenues:					
Taxes:					
	Property Taxes				12,850,736.27
	Wheel Tax				479,592.27
	State Shared Revenues				912,055.03
	Grants and Contributions not Restricted to Specific Programs				
	Unrestricted Investment Earnings				457,259.77
	Miscellaneous Revenue				64,513.00
	Special Items				
	Extraordinary Items				
	Transfers				
	Total General Revenues, Special Items, Extraordinary Items and Transfers				14,764,156.34
	Change in Net Position				3,703,068.74
	Net Position - Beginning				54,098,160.15
	Adjustments:				
	Adjusted Net Position - Beginning				54,098,160.15
	NET POSITION - ENDING				\$ 57,801,228.89

* This amount excludes the depreciation that is included in the direct expenses of the various functions. (See Note _)

** The County does not have interest expense related to the functions presented above. This amount includes indirect interest expense on general long-term debt.

**BROOKINGS COUNTY
BALANCE SHEET
GOVERNMENTAL FUNDS
December 31, 2019**

	General Fund	Road and Bridge Fund	Courthouse Building Fund	Other Governmental Funds	Total Governmental Funds
ASSETS AND DEFERRED OUTFLOWS OF RESOURCES:					
Assets:					
Cash and Cash Equivalents	\$ 14,467,071.45	\$ 4,646,305.79	\$ 3,149,613.88	\$ 840,761.86	\$ 23,103,752.98
Cash with Fiscal Agent					0.00
Investments	1,877,015.27 *	603,193.83 *	408,889.93 *	114,900.97	3,004,000.00
Taxes Receivable--Delinquent	30,654.54 *		780.50 *	1,172.54	32,607.58
Accounts Receivable, Net	37,317.92	19,831.27 *	200,000.00 *		257,149.19
Notes Receivable					0.00
Due from Component Units					0.00
Due from _____ Fund					0.00
Due from _Other_ Government	418,823.83 *	298,942.16 *	8,159.78 *	12,969.23	738,895.00
Inventory of Supplies		221,186.13 *			221,186.13
Inventory of Stores Purchased for Resale					0.00
Deposits	258,487.00 *				258,487.00
Restricted Cash and Cash Equivalents					0.00
Restricted Investments					0.00
Total Assets	17,089,370.01	5,789,459.18	3,767,444.09	969,804.60	27,616,077.88
Deferred Outflows of Resources:					
Other Deferred Outflows of Resources					0.00
Total Deferred Outflows of Resources	0.00	0.00	0.00	0.00	0.00
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 17,089,370.01	\$ 5,789,459.18	\$ 3,767,444.09	\$ 969,804.60	\$ 27,616,077.88
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES:					
Liabilities:					
Claims Payable					\$ -
Accounts Payable	175,644.63 *	257,464.10 *	170,580.25 *	53,487.26	657,176.24
Due to _____ Fund					0.00
Due to _____ Government					0.00
Accrued Wages Payable	97,946.04 *	29,895.43 *		2,288.50	130,129.97
Payroll Withholding Payable	33,015.02 *	10,548.25 *		589.76	44,153.03
Advance from _____ Fund					0.00
Total Liabilities	306,605.69	297,907.78	170,580.25	56,365.52	831,459.24
Deferred Inflows of Resources:					
Unavailable Revenue--Property Taxes	30,654.54 *		780.50 *	1,172.54	32,607.58
Other Deferred Inflows of Resources					0.00
Total Deferred Inflows of Resources	30,654.54	0.00	780.50	1,172.54	32,607.58
Fund Balances:					
Nonspendable	258,487.00	221,186.13	200,000.00		679,673.13
Restricted		419,950.41	724,323.22	889,041.35	2,033,314.98
Committed			2,663,985.00		2,663,985.00
Assigned	12,364,101.00	4,850,414.86		47,885.91	17,262,401.77
Unassigned	4,129,521.78		7,775.12	(24,660.72)	4,112,636.18
Total Fund Balances	16,752,109.78	5,491,551.40	3,596,083.34	912,266.54	26,752,011.06
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	\$ 17,089,370.01	\$ 5,789,459.18	\$ 3,767,444.09	\$ 969,804.60	\$ 27,616,077.88

The notes to the financial statements are an integral part of this statement.

BROOKINGS COUNTY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended December 31, 2019

	General Fund	Road and Bridge Fund	Courthouse Building Fund	Other Governmental Fund	Total Governmental Funds
Revenues:					
Taxes:					
General Property Taxes--Current	\$ 11,991,723.27 *		\$ 305,463.34	\$ 499,852.29	\$ 12,797,038.90
General Property Taxes--Delinquent	17,647.00 *		449.11 *	503.30	18,599.41
Penalties and Interest	24,591.49 *		399.00 *	594.62	25,585.11
Telephone Tax (Outside)	76.97 *				76.97
Mobile Home Tax					0.00
Wheel Tax		479,592.27 *			479,592.27
Tax Deed Revenue					0.00
Other Taxes					0.00
Licenses and Permits	56,101.00 *	15,130.00 *		6,510.00	77,741.00
Intergovernmental Revenue:					
Federal Grants	31,918.42 *			49,644.58	81,563.00
Federal Shared Revenue					0.00
Federal Payments in Lieu of Taxes					0.00
State Grants	21,056.78 *	1,454,784.52 *		1,715.85	1,477,557.15
State Shared Revenue:					
Bank Franchise	334,685.04		7,775.12	7716.02	350,176.18
Motor Vehicle Licenses		2,040,220.48 *			2,040,220.48
Liquor Tax Reversion (Unincorporated Town)					0.00
Lottery Shared Revenue					0.00
State Highway Fund (former 10% game)					0.00
Court Appointed Attorney/Public Defender	16,266.97 *				16,266.97
Energy Minerals Severance Tax					0.00
Prorate License Fees		66,338.50 *			66,338.50
Abused and Neglected Child Defense					0.00
63 3/4% Mobile Home/Manufactured Home		8,046.86 *			8,046.86
Secondary Road Remittances					0.00
Telecommunications Gross Receipts Tax	116,832.40 *				116,832.40
Motor Vehicle 1/4%	6,434.67 *				6,434.67
Renewable Facility Tax	307,556.49 *		7,886.06 *		315,442.55
Motor Fuel Tax		3,809.52 *			3,809.52
911 Remittances				270,001.09	270,001.09
Liquor Tax Reversion (25%)	128,741.02 *				128,741.02
Other State Shared Revenue					0.00
State Payments in Lieu of Taxes					0.00
Other Payments in Lieu of Taxes	862.88 *				862.88
Other Intergovernmental Revenue					0.00

BROOKINGS COUNTY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended December 31, 2019

	General Fund	Road and Bridge Fund	Courthouse Building Fund	Other Governmental Fund	Total Governmental Funds
Charges for Goods and Services:					
General Government:					
Treasurer's Fees	90,158.48 *				90,158.48
Register of Deeds' Fees	347,330.25 *			18,616.70	365,946.95
Driver's License Exam					0.00
Legal Services	196,454.43 *			2,050.00	198,504.43
Clerk of Courts Fees	57,477.44 *			977.00	58,454.44
Other Fees	27,873.89 *				27,873.89
Public Safety:					
Law Enforcement	308,743.32 *				308,743.32
Prisoner Care	121,391.76 *				121,391.76
Sobriety Testing	10,137.00 *			51,258.00	61,395.00
Other					0.00
Public Works:					
Road Maintenance Contract Charges		26,680.70 *			26,680.70
Sanitation					0.00
Airport					0.00
Other					0.00
Health and Welfare:					
Economic Assistance:					
Poor Lien Recoveries	10,057.43 *				10,057.43
Veterans Service Officer					0.00
Low Income Energy Assistance Program					0.00
Food Stamp Administration					0.00
Other					0.00
Health Assistance:					
County Nurse					0.00
Ambulance					0.00
Hospital					0.00
Women, Infants and Children	26,813.71 *				26,813.71
Other					0.00
Social Services					
Mental Health Services	277.98 *				277.98
Culture and Recreation	78,629.83 *				78,629.83
Urban and Economic Development	18,744.00 *				18,744.00
Conservation of Natural Resources	53,609.10 *				53,609.10
Other Charges					0.00
Fines and Forfeits:					
Fines					0.00
Costs	55,315.08 *				55,315.08
Forfeits	5,200.00 *				5,200.00
Other					0.00

BROOKINGS COUNTY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended December 31, 2019

	General Fund	Road and Bridge Fund	Courthouse Building Fund	Other Governmental Fund	Total Governmental Funds
Miscellaneous Revenue:					
Investment Earnings	269,824.40 *	119,525.39 *	65,265.58 *	2,644.40	457,259.77
Rent	15,350.00 *				15,350.00
Worker's Comp	1,755.00 *				1,755.00
Contributions and Donations		13,000.00 *			13,000.00
Refund of Prior Year's Expenditures					0.00
Other	59,742.75 *				59,742.75
Total Revenues	14,809,380.25	4,227,128.24	387,238.21	912,083.85	20,335,830.55
Expenditures:					
General Government:					
Legislative:					
Board of County Commissioners	629,184.06				629,184.06
Elections	19,770.83				19,770.83
Judicial System	763,822.10				763,822.10
Financial Administration:					
Auditor					0.00
Treasurer					0.00
Finance Office	575,088.67				575,088.67
Other					0.00
Legal Services:					
State's Attorney	621,887.82				621,887.82
Public Defender					0.00
Court Appointed Attorney					0.00
Abused and Neglected Child Defense	25,000.00				25,000.00
Other					0.00
Other Administration:					
General Government Building	434,326.46		189,081.98		623,408.44
Director of Equalization	496,852.01				496,852.01
Register of Deeds	222,098.45			7,665.55	229,764.00
Judgments					0.00
Veterans Service Officer	82,229.65				82,229.65
Predatory Animal	7,824.37				7,824.37
Disability Coordinator					0.00
Self-Insurance Plan					0.00
Other					0.00
Geographic Information System					0.00
Information Technology	416,228.60				416,228.60
Human Resources	110,024.04				110,024.04
Total General Government	4,404,337.06	0.00	189,081.98	7,665.55	4,601,084.59

BROOKINGS COUNTY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended December 31, 2019

	General Fund	Road and Bridge Fund	Courthouse Building Fund	Other Governmental Fund	Total Governmental Funds
Public Safety:					
Law Enforcement:					
Sheriff	1,656,061.31				1,656,061.31
County Jail	1,411,809.17			107,940.01	1,519,749.18
Coroner	27,425.88				27,425.88
County-Wide Law Enforcement	137,557.53				137,557.53
Juvenile Detention	500.00				500.00
Other Law Enforcement	10,000.00				10,000.00
Protective and Emergency Services:					
Fire Protection	110,000.00				110,000.00
Emergency and Disaster Services				168,212.17	168,212.17
Flood Control	714.29				714.29
Communication Center	167,420.00			328,289.98	495,709.98
Other Protective and Emergency Services					0.00
Total Public Safety	3,521,488.18	0.00	0.00	604,442.16	4,125,930.34
Public Works:					
Highways and Bridges:					
Highways, Roads and Bridges		6,415,420.25			6,415,420.25
Sanitation:					
Sewers					0.00
Solid Waste					0.00
Transportation:					
Airport					0.00
Railroad					0.00
Water System					0.00
Other Public Works					0.00
Total Public Works	0.00	6,415,420.25	0.00	0.00	6,415,420.25
Health and Welfare:					
Economic Assistance:					
Support of Poor	156,319.64				156,319.64
Public Welfare					0.00
Low Income Energy Assistance Program					0.00
Food Stamp Distribution					0.00
Food Pantry	6,000.00				6,000.00

BROOKINGS COUNTY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended December 31, 2019

	General Fund	Road and Bridge Fund	Courthouse Building Fund	Other Governmental Fund	Total Governmental Funds
Health Assistance:					
County Nurse	71,135.53				71,135.53
Health Services					0.00
Hospital					0.00
Ambulance					0.00
Board of Health					0.00
Women, Infants and Children	22,591.24				22,591.24
Other					0.00
Social Services:					
Day Care Centers					0.00
Child Support Enforcement	55,000.00				55,000.00
Care of Aged	15,686.00				15,686.00
Domestic Abuse	45,000.00			8,853.50	53,853.50
211 Call Center	2,500.00				2,500.00
Mental Health Services:					
Mentally Ill	85,225.72				85,225.72
Developmentally Disabled	35,000.00				35,000.00
Drug Abuse					0.00
Mental Health Centers	150,000.00				150,000.00
Mental Illness Board					0.00
Other					0.00
Total Health and Welfare	644,458.13	0.00	0.00	8,853.50	653,311.63
Culture and Recreation:					
Culture:					
Public Library	23,450.00				23,450.00
Historical Museum	5,000.00				5,000.00
County Monuments					0.00
Historical Sites					0.00
Memorial Day Expense					0.00
Other					0.00
Recreation:					
Recreational Programs					0.00
Parks					0.00
Exhibition Building					0.00
County Fair					0.00
Senior Center	2,300.00				2,300.00
Mentoring	5,000.00				5,000.00
BCOAC	329,154.52				329,154.52
Total Culture and Recreation	364,904.52	0.00	0.00	0.00	364,904.52

BROOKINGS COUNTY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended December 31, 2019

	General Fund	Road and Bridge Fund	Courthouse Building Fund	Other Governmental Fund	Total Governmental Funds
Conservation of Natural Resources:					
Soil Conservation:					
County Extension	111,508.69				111,508.69
Soil Conservation Districts	25,000.00				25,000.00
Rodent Control					0.00
Predator Control Districts					0.00
Weed and Pest Control	275,159.95				275,159.95
Grasshopper and Pest Control					0.00
Other					0.00
Water Conservation:					
Geological Survey					0.00
Weather Modification					0.00
Water Conservation Districts					0.00
Drainage Commissions					0.00
Other					0.00
Total Conservation of Natural Resources	411,668.64	0.00	0.00	0.00	411,668.64
Urban and Economic Development:					
Urban Development:					
Planning and Zoning	187,089.53				187,089.53
Urban and Rural Development	44,179.93				44,179.93
Other					0.00
Economic Development:					
Tourism, Industrial or Recreational Development	85,000.00				85,000.00
Economic Development	600.00				600.00
Total Urban and Economic Development	316,869.46	0.00	0.00	0.00	316,869.46
Intergovernmental Expenditures		122,166.58 *			122,166.58
Debt Service			121,647.02 *		121,647.02
Payments to Local Education Agencies					0.00
Capital Outlay				300,622.57	300,622.57
Total Expenditures	9,663,725.99	6,537,586.83	310,729.00	921,583.78	17,433,625.60
Excess of Revenues Over (Under) Expenditures	5,145,654.26	(2,310,458.59)	76,509.21	(9,499.93)	2,902,204.95

BROOKINGS COUNTY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended December 31, 2019

	General Fund	Road and Bridge Fund	Courthouse Building Fund	Other Governmental Fund	Total Governmental Funds
Other Financing Sources (Uses):					
Transfers In		2,250,000.00 *		85,000.00	2,335,000.00
Transfers Out (Enter as negative)	(2,335,000.00) *	()	()	()	(2,335,000.00)
General Long-Term Debt Issued					0.00
Insurance Proceeds	48,566.64 *				48,566.64
Sale of County Property	30,985.00 *	929.58 *			31,914.58
Payments to Refunded Debt					
Escrow Agent (Enter as negative)	()	()	()	()	0.00
Discount on Bonds Issued (enter as a negative)	()	()	()	()	0.00
Total Other Financing Sources (Uses)	<u>(2,255,448.36)</u>	<u>2,250,929.58</u>	<u>0.00</u>	<u>85,000.00</u>	<u>80,481.22</u>
Special Items					0.00
Extraordinary Items					0.00
Net Change in Fund Balances	<u>2,890,205.90</u>	<u>(59,529.01)</u>	<u>76,509.21</u>	<u>75,500.07</u>	<u>2,982,686.17</u>
Changes in Nonspendable		<u>114,394.90</u>			<u>114,394.90</u>
Fund Balance - Beginning	<u>13,861,903.88</u>	<u>5,436,685.51</u>	<u>3,519,574.13</u>	<u>836,766.47</u>	<u>23,654,929.99</u>
Adjustments:					0.00
					0.00
Adjusted Fund Balance - Beginning	<u>13,861,903.88</u>	<u>5,436,685.51</u>	<u>3,519,574.13</u>	<u>836,766.47</u>	<u>23,654,929.99</u>
FUND BALANCE - ENDING	<u>\$ 16,752,109.78</u>	<u>\$ 5,491,551.40</u>	<u>\$ 3,596,083.34</u>	<u>\$ 912,266.54</u>	<u>\$ 26,752,011.06</u>

The notes to the financial statements are an integral part of this statement.

BROOKINGS COUNTY
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
For the Year Ended December 31, 2019

	<u>Custodial Funds</u>
ASSETS:	
Cash and Cash Equivalents	\$ 2,395,074.56
Investments, at Fair Value	
Other Assets	
	<hr/>
TOTAL ASSETS	<u>\$ 2,395,074.56</u>
LIABILITIES:	
Accounts Payable and Other Payables	
Amounts Held for Others	416,718.76
Due to Other Governments	<u>1,978,355.80</u>
TOTAL LIABILITIES	<u>\$ 2,395,074.56</u>
NET POSITION:	
Restricted for: (list by category)	

The notes to the financial statements are an integral part of this statement.

BROOKINGS COUNTY
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
For the Year Ended December 31, 2019

	Custodial Funds
ADDITIONS:	
Property Tax Collections for Other Governments	37,311,262.21
State Shared Revenue Collections for Other Governments	2,315,711.45
Other Additions	132,527.88
Total Additions	39,759,501.54
DEDUCTIONS:	
Payments of Property Tax to Other Governments	37,311,262.21
Payments of State Shared Revenue to Other Governments	2,315,711.45
Other Deductions	130,695.50
Total Deductions	39,757,669.16
Change in Net Position	1,832.38
Net Position - Beginning	
NET POSITION - ENDING	\$ 1,832.38

The notes to the financial statements are an integral part of this statement.

SUPPLEMENTARY INFORMATION
 BROOKINGS COUNTY
 SCHEDULE OF CHANGES IN LONG-TERM DEBT
 For the Year Ended December 31, 2019

Indebtedness	Long-Term Debt January 1, 2019	Add New Debt	Less Debt Retired	Long-Term Debt December 31, 2019
Governmental Long-Term Debt:				
241 Bonds Payable	\$ 1,010,960.90		\$ 91,415.93	\$ 919,544.97
245 Other Long-Term Debt Payable	624,871.80	207,757.08	210,585.38	622,043.50
Total	<u>\$ 1,635,832.70</u>	<u>\$ 207,757.08</u>	<u>\$ 302,001.31</u>	<u>\$ 1,541,588.47</u>
(Do not include interest in the above figures)				

Note 1 - Long-Term Debt:

Debt payable at December 31, 2019 is comprised of the following:

Certificates of Participation

<u>Certificates of Participation- Series 2012, 2.8 percent interest, Final Maturity Date of december 1, 2029</u>	\$ 919,544.97
<u>Payment made from the Courthouse Building Fund</u>	

Compensated Absences:

<u>Amount owed by County to employees for their accrued annual and sick leave balances, including the County's share of payroll deductions. Payment to be made by the fund that the payroll expenditures are charged to.</u>	\$ 622,043.50
--	---------------

BROOKINGS COUNTY

2019 YEAR IN REVIEW

BROOKINGS COUNTY COMMISSIONERS

Chairperson	Mike Bartley
Vice Chairperson	Larry Jensen
Commissioner	Angela Boersma
Commissioner	Ryan Krogman
Commissioner	Lee Ann Pierce

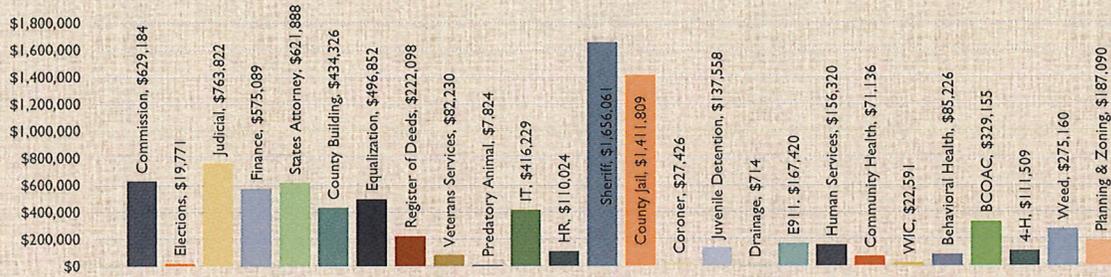
BROOKINGS COUNTY DEPARTMENTS

Finance Office	Vicki Buseth, Finance Officer	(Elected)
Register of Deeds Office	Beverly Chapman, Register of Deeds	(Elected)
Sheriff's Department & Detention Center	Marty Stanwick, Sheriff	(Elected)
State's Attorney's Office	Dan Nelson, State's Attorney	(Elected)
Commission Office	Stacy Steffensen, Commission Dept. Director	(Appointed)
County Development Office	Robert Hill, County Development Director	(Appointed)
Equalization Office	Jacob Brehmer, Director of Equalization	(Appointed)
Highway Department	Brian Gustad, Highway Superintendent	(Appointed)
Veterans/Human Services Office	Mike Holzhauser, Director	(Appointed)
Weed & Pest Department	Misty Moser, Weed & Pest Supervisor	(Appointed)
Brookings County Outdoor Adventure Center		
4-H Office	Sonia Mack, 4-H Youth Program Advisor	(State Employee)
Community Health	Karen Larsen, Community Health Nurse	(State Employee)

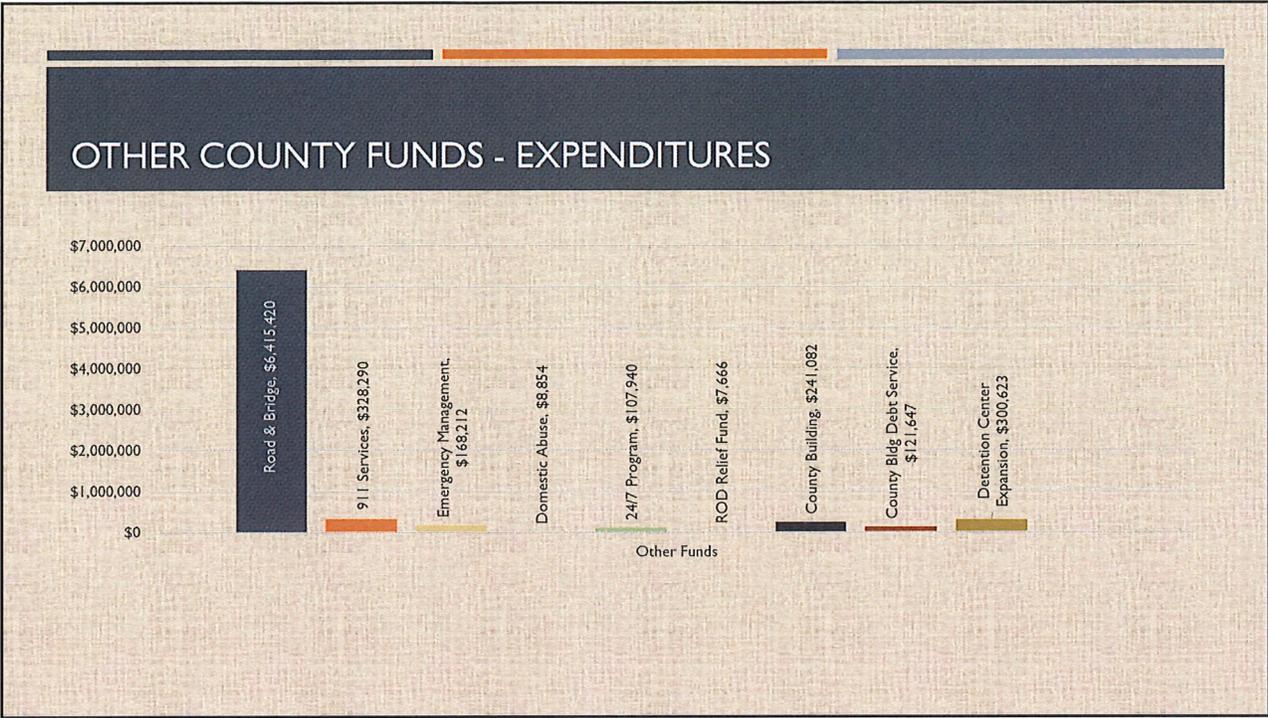
NUMBER OF EMPLOYEES BY COUNTY DEPARTMENT

DEPARTMENT	FULL TIME STAFF	PART TIME STAFF
Finance Office	8	
Register of Deeds	3	
Sheriff's Department/Detention Center	24	26
State's Attorney	8	
BCOAC	1	9
Commission Office	8	
County Development	3	
Equalization Office	7	
Highway Department	17	2 (split 50/50 with Weed)
Veteran's/Human Services	2	
Weed & Pest	1	5 with 2 (split 50/50 with Highway)
4-H Office		2
Community Health	1	1

GENERAL FUND EXPENSES: DEPARTMENTAL OVERVIEW

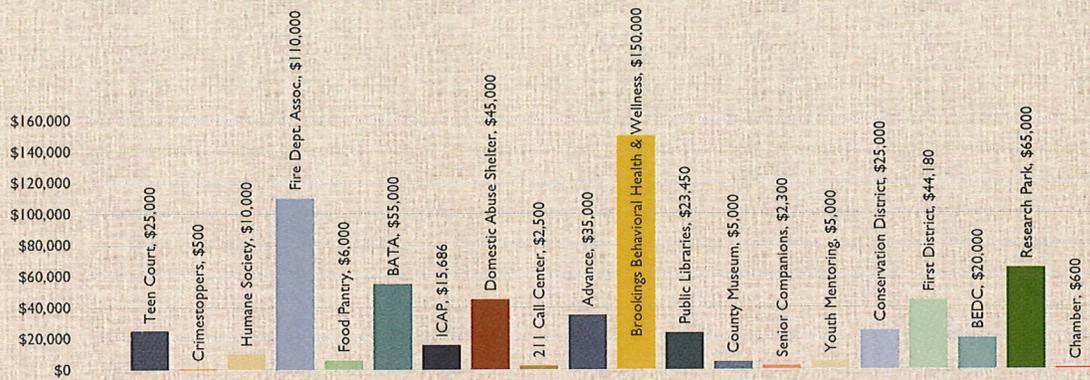


Department	2019 Beginning Budget	Contingency Transfers	Budget Supplements	Total Budget Ending	Unspent-rolled to Fund Balance
Commission	\$537,497	\$30,000	\$43,000	\$646,497	\$17,813
Contingency	\$630,682			\$630,682	\$376,682
Elections	\$75,521			\$75,521	\$55,750
Judicial	\$786,000	\$10,000		\$796,000	\$32,178
Finance	\$595,967			\$595,967	\$20,878
States Attorney	\$739,277			\$739,277	\$117,390
County Building	\$464,928			\$464,928	\$47,230
Director of Equalization	\$530,542			\$530,542	\$33,690
Register of Deeds	\$223,071			\$223,071	\$973
Veterans	\$94,977			\$94,977	\$12,747
IT	\$444,607			\$444,607	\$33,009
Human Resources	\$120,742			\$120,742	\$10,718
Sheriff	\$1,723,045			\$1,723,045	\$69,226
Jail	\$1,328,982	\$111,000		\$1,439,982	\$28,173
Coroner	\$32,069			\$32,069	\$4,643
Juvenile Detention	\$142,500			\$142,500	\$4,942
Drainage	\$1,600			\$1,600	\$886
Human Services	\$229,693			\$229,693	\$73,374
Community Health	\$74,717			\$74,717	\$3,581
WIC	\$23,997			\$23,997	\$1,405
Behavioral Health	\$91,200	\$25,000		\$116,200	\$30,974
BCOAC	\$309,641	\$25,000		\$334,641	\$5,486
Extension	\$131,165			\$131,165	\$19,656
Weed	\$347,106			\$347,106	\$71,946
Planning & Zoning	\$206,256			\$206,256	\$19,167
Transfers Out	\$13,006,782			\$3,085,000	\$750,000
Totals		\$201,000	\$43,000	\$13,250,782	\$1,842,517



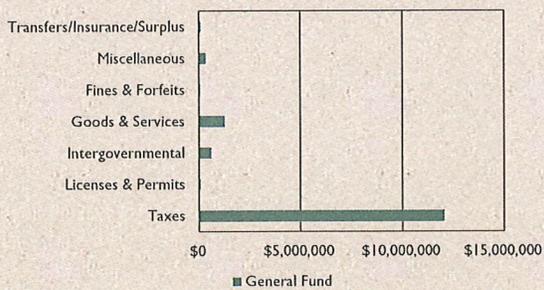
Department	2019 Beginning Budget	Contingency Transfers	Budget Supplements	Total Budget Ending	Unspent-rolled to Fund Balance
Highway Road & Bridge Fund	\$7,969,268			\$7,969,268	\$1,431,681
Emergency Management Fund	\$116,190	\$53,000		\$169,190	\$978
24/7 Program Fund	\$72,424		\$40,000	\$112,424	\$4,484
ROD Relief Fund	\$12,900			\$12,900	\$5,234
County Building Fund	\$928,000			\$928,000	\$686,918
County Building Debt	\$121,648			\$121,648	\$1
Total Co. Building					\$686,919
Detention Center Expansion Fund	\$7,400,000			\$7,400,000	\$7,099,377
Debt Service Fund	\$500,000			\$500,000	\$500,000
Totals		\$53,000	\$40,000		

NON-MANDATED FUNDING EXPENDITURES – GENERAL FUND

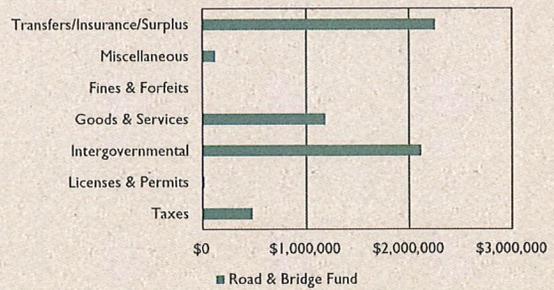


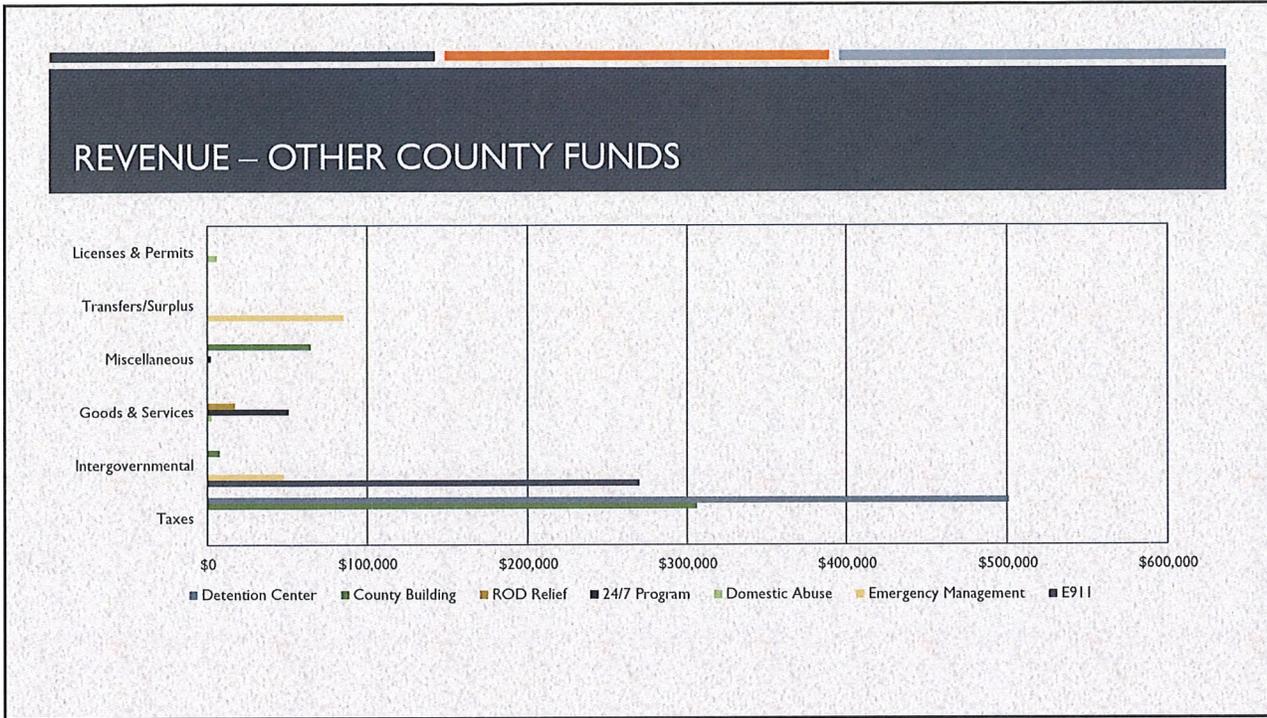
REVENUE – GENERAL FUND AND ROAD & BRIDGE FUND

General Fund Revenue



Road & Bridge Fund Revenue





REVENUE BUDGETS RECAP

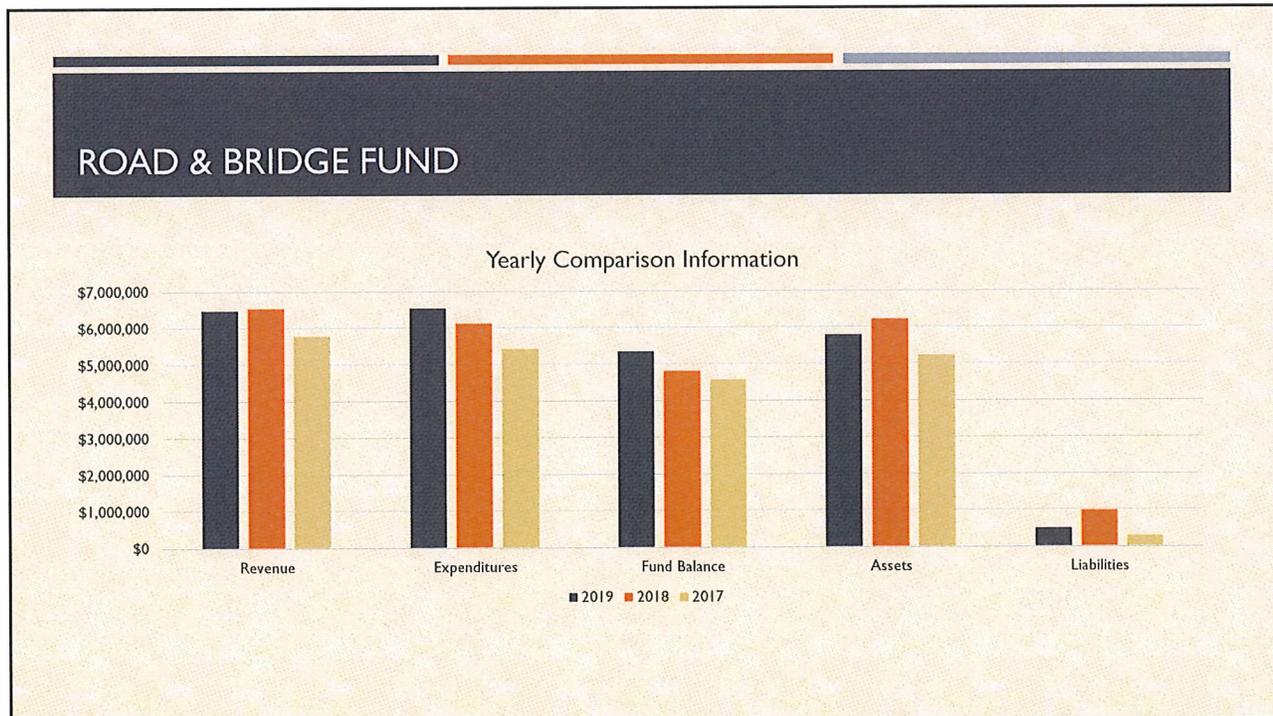
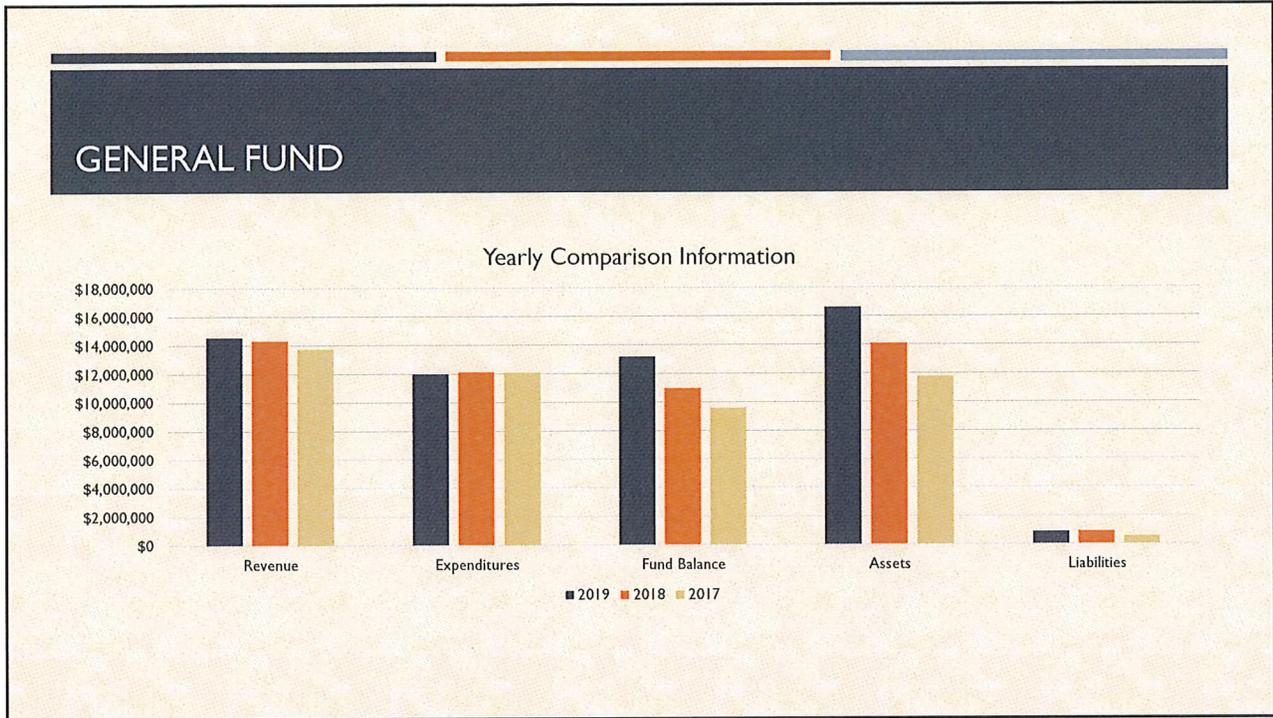
General Fund received 101.45% of budgeted revenue: \$207,468 more than budgeted.

Road & Bridge Fund received 106.39% of budgeted revenue: \$388,940 more than budgeted.

Emergency Management received 105.73% of budgeted revenue: \$7,391 more than budgeted.

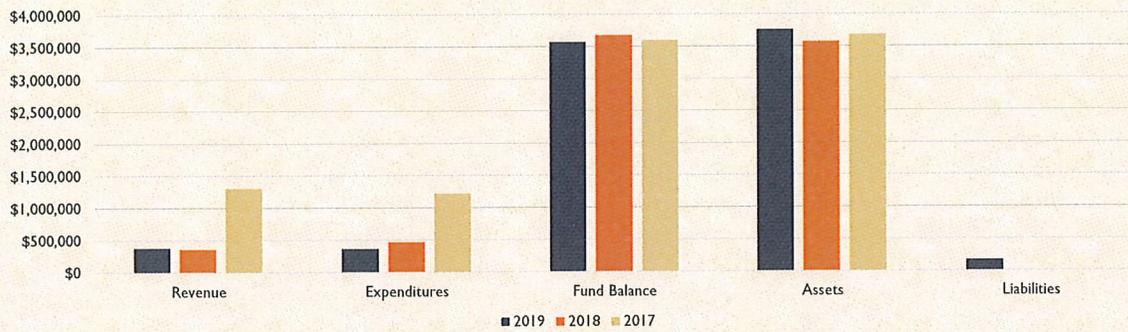
ROD Relief Fund received 100.63% of budgeted revenue: \$117 more than budgeted.

County Building Fund received 108% of budgeted revenue: \$37,112 more than budgeted.



COUNTY BUILDING FUND

Yearly Comparison Information



PROPOSED DETENTION CENTER EXPANSION

The Commission has been working on the expansion project since 2016 with architect BKV Group from Minneapolis.

The current project estimate is \$13.8 million.

The expansion would include a pod-style layout for the jail cell space, the addition of safe rooms, increased programming space, an on-site kitchen, and an enclosed sally port.



BROOKINGS COUNTY OUTDOOR ADVENTURE CENTER

Brookings County assumed ownership of the Outdoor Adventure Center facility on September 15, 2017.

The Brookings County Outdoor Adventure Center is a 29,530 square foot regional facility located on 3.8 acres of land next to the Dakota Nature Park in Brookings.

The facility includes precision gun and archery ranges, classrooms and office spaces.

The BCOAC is also home to the Brookings County 4-H Offices and South Dakota Game, Fish and Parks Offices.



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 Item:

- 9:00 AM – Samara Avenue Discussion: Volga City Administrator Jameson Berreth and a representative from Banner Associates will be in attendance. The Commission needs to discuss whether the County will maintain ownership of Samara Avenue/466th Avenue through Volga and direct staff on what that project may look like moving forward.

Regular Business Items

- ❖ Vote Center Resolution: Kristen Witchey provided a staff report. This resolution would change the location of the Vote Center site in the City of Sinai.
- ❖ CMAR Contracts: These are contracts to hire Henry Carlson Construction as the Construction Manager at Risk for the jail expansion project.
- ❖ Gopher Agreement: This is an annual agreement with the State of South Dakota for pocket gopher baiting. Weed & Pest Supervisor Misty Moser submitted the agreement for approval and can answer questions the board may have.
- ❖ Abatements: Vicki Buseth provided a staff report on the four proposed abatements.
- ❖ Weed Bids: Bids for chemicals for the Weed Department were recently opened. The Weed Board is recommending approving all three bids that were submitted. Misty Moser submitted a staff report.
- ❖ Appointment: Kyle VanderWal submitted his application for the vacancy on the Planning & Zoning Commission.
- ❖ Annual Reports: Vicki Buseth submitted the FY2019 Annual Report from the Finance Office as required by Legislative Audit. I also submitted a PowerPoint presentation with a FY2019 recap.

Director's Report

- ✓ The February month-end General Fund surplus analysis is included with my report. We are below the 10-month average. But we are typically low this time of year as bills are being paid, especially annual contracts, and before first-half taxes have been submitted in April.
- ✓ I have included a draft of the letter to send to townships for this year's round of culvert grant funding. Please review and let me know if you have any questions or changes.

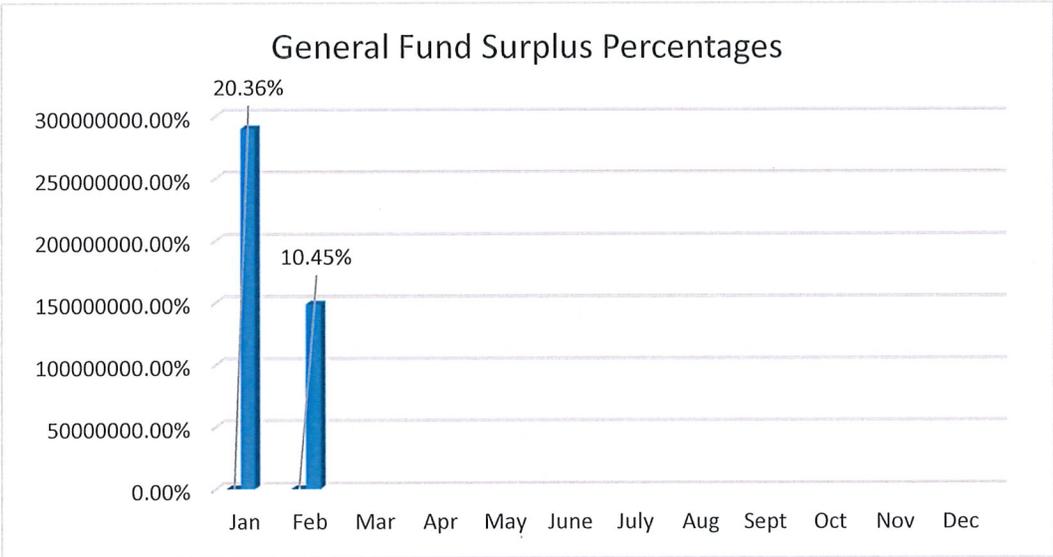
Upcoming Dates

- None at this time.

Stacy Steffensen
Commission Department Director
Brookings County, South Dakota

Surplus Cash Analysis- 2020

Month	Percentage	Amount
Jan	20.36%	\$ 2,898,594.77
Feb	10.45%	\$ 1,487,337.70
Mar		
Apr		
May		
June		
July		
Aug		
Sept		
Oct		
Nov		
Dec		



General Fund Surplus Cash Analysis Yearly Comparisons

2020

Jan	20%
Feb	10%
Mar	
Apr	
May	
June	
July	
Aug	
Sept	
Oct	
Nov	
Dec	

2019

Jan	22%
Feb	12%
Mar	11%
Apr	42%
May	40%
June	36%
July	27%
Aug	23%
Sept	19%
Oct	46%
Nov	46%
Dec	25%

2018

Jan	24%
Feb	14%
Mar	11%
Apr	42%
May	39%
June	34%
July	34%
Aug	25%
Sept	23%
Oct	51%
Nov	46%
Dec	25%

2017

Jan	25%
Feb	16%
Mar	15%
Apr	45%
May	53%
June	42%
July	33%
Aug	29%
Sept	20%
Oct	47%
Nov	36%
Dec	23%

2016

Jan	14%
Feb	5%
Mar	5%
Apr	30%
May	36%
June	31%
July	20%
Aug	15%
Sept	21%
Oct	43%
Nov	46%
Dec	30%

2015

Jan	22%
Feb	20%
Mar	11%
Apr	25%
May	30%
June	33%
July	13%
Aug	3%
Sept	6%
Oct	48%
Nov	58%
Dec	24%

2014

Jan	25%
Feb	15%
Mar	14%
Apr	39%
May	44%
June	41%
July	30%
Aug	24%
Sept	17%
Oct	35%
Nov	37%
Dec	26%

2013

Jan	28%
Feb	17%
Mar	15%
Apr	42%
May	44%
June	45%
July	35%
Aug	28%
Sept	24%
Oct	47%
Nov	48%
Dec	28%

2012

Jan	15%
Feb	12%
Mar	10%
Apr	39%
May	38%
June	35%
July	26%
Aug	26%
Sept	21%
Oct	45%
Nov	47%
Dec	29%

2011

Jan	-
Feb	19%
Mar	18%
Apr	46%
May	43%
June	40%
July	28%
Aug	26%
Sept	19%
Oct	44%
Nov	33%
Dec	23%



March XX, 2020

Township Clerk
Address
Brookings County

Dear Clerk,

The Brookings County Commission is continuing their grant program for townships to request funding assistance for culvert projects. The Commission has budgeted \$100,000 in FY2020 and will assist with funding up to 50% of approved projects. The application is included with this letter.

Overview of process:

- Funding Availability. Funding of projects will be granted based on funding availability and after approval by the Highway Superintendent and County Commission. This is a one-time funding request for FY2020 and is not guaranteed to happen in future years. Any approved county funding will be distributed after the project is finished and inspected.
- Eligible Projects. Townships can request assistance for culvert repair/replacement projects within their respective township **in accordance with SDCL 31-14-27: County construction or replacement of bridges and culverts on township secondary roads--Reimbursement of county.** *If a township board of supervisors or county highway superintendent requests the board of county commissioners to construct or replace in its entirety any bridge or the placing or replacing of any culvert with an opening of sixteen square feet or more including material upon the secondary roads within the township, the board of county commissioners may cause the work to be done and the township shall reimburse the county up to and including five hundred dollars. If the cost is in excess of five hundred dollars, the county and township may enter into an agreement as to how the cost in excess of five hundred dollars will be split between the county and the township. After the placing or replacing of any culvert as provided in this section, the culvert shall be maintained and kept clean at the expense of the township. The construction or replacing of any bridge or the placing or replacing of any culvert with an opening of less than sixteen square feet upon a secondary road within a township shall be at the total expense of the township. The bridge or culvert shall be maintained and kept clean at the expense of the township.*
- Project Review. The Brookings County Highway Superintendent **MUST** review all projects **PRIOR TO THE SUBMITTAL OF AN APPLICATION.** Priority will be given to projects that affect public safety, pose a risk to other property, have an effect on a large number of residents and provide a benefit to the local road system. If an entity has more than one project, a separate application must be submitted for each project.
- Project Requirements.
 - A bid proposal or estimate is required as part of the application process and must be attached to the application.
 - Applicants are required to purchase culverts off the County's approved bid.
 - If a project requires permitting those costs can be part of the overall project total and would be eligible for reimbursement. The Highway Superintendent can also provide assistance in acquiring the correct permits.
- Completion Date. The Highway Superintendent **MUST** review all projects once they are complete. For the project to be eligible for funding, it must be completed and inspected in 2020. Reimbursement requests must be submitted no later than November 30, 2020.

- Deadline for Applications. The deadline for applications will be **May XX, 2020 at 5:00 p.m.** The applications will be reviewed and given a recommendation by a subcommittee and then approved by the County Commission.
- How to Apply. Complete and enclose the following:
 - Application form
 - Bid proposal/estimate
 - Culvert bid information
 - Purchasing information from TruNorth Steel in Huron (if you haven't contacted them already)
 - Return the application to: Brookings County Commission
Attn: Stacy Steffensen
520 3rd Street, Suite 210
Brookings, SD 57006

If you have additional questions on the application process, please don't hesitate to contact me at ssteffensen@brookingscountysd.gov or by calling (605)696-8205. Or you can contact Brookings County Highway Superintendent Brian Gustad at bgustad@brookingscountysd.gov or by calling (605)696-8270.

Sincerely,

Brookings County
Commission Department Director
Stacy Steffensen



“THE SKYCHASER” – EXECUTIVE SUMMARY

South Dakota Wing Electronic Newsletter for MARCH 2020

Official Auxiliary of the U.S. Air Force - Citizens Serving Communities: Above and Beyond

Publishers: Wing Commander Colonel David Small Jr. / Wing Vice Commander Lieutenant Colonel Buck DeWeese
Editor: Lt. Col. Bruce Kipp • Wing Assistant Public Affairs Officer • (605) 261-4507 • bruce.kipp@sdwg.cap.gov.us

Follow us on Facebook at www.facebook.com/SDWingCAP and Like us on Twitter at [@SDWingCAP](https://twitter.com/SDWingCAP)

WING TIPS

BIG SIOUX CYBERPATRIOT TEAM GOING TO THE NATIONAL FINALS

The South Dakota Wing’s Big Sioux Composite Squadron will return to the national stage for the sixth time. A team of cadet cyber-defenders in Brookings will be competing in the national finals of CyberPatriot-XII (The National Cyber Youth Education Program) to be held in Bethesda, MD. The National Finals competition runs from 20-22 March 2020.

This year, Team Big Sioux consists of Cadet Captain Austen King of Volga, Cadet Lieutenant Colonel Annabelle Klosterman, Cadet Captain Isaiah Klosterman, Cadet Chief Master Sergeant Lydia Klosterman, all from Brandon, and Cadet Senior Airman Jeremiah Jorenby of Brookings. The team is coached by Captain Tyler Gross of Volga.

In recognition of their success, Team Big Sioux earned an all-expenses-paid trip to the national finals. In the finals, the only in-person round, the team will compete to defend virtual networks and mobile devices from a professional aggressor team. The finalists will also face-off in additional competition components. These extra challenges broaden the cybersecurity experience and expose teams to new elements of the many career opportunities available to them. The team will be scored on how quickly and effectively they establish and maintain secure networks.

CAP competes in the All Service Division of CyberPatriot, which includes junior ROTC teams for each of the military services as well as the Naval Sea Cadet Corps. CAP accounted for 476 of the 1,885 All Service teams competing in this year’s CyberPatriot XII.



LEFT-TO-RIGHT: C/CAPT AUSTEN KING, C/CMSGT LYDIA KLOSTERMAN, C/CAPT ISIAH KLOSTERMAN, C/LTCOL ANNABELLE KLOSTERMAN AND C/SRA JEREMIAH JORENBY

- **SEARCH AND RESCUE EXERCISE (SAREX):** The February Wing SAREX was held in Custer from 14-15 February. We had an excellent turnout with 41 wing members present representing six squadrons. 12 camped out Friday night in shelters or small tents (10 cadets, 2 seniors). All survived just fine, no mishaps. In addition to personnel we had four aircraft and three vehicles present. Ground-to-air and air-to-ground tests of various methods of communicating including use of radio, signal mirrors, ground signals and aircraft signals to ground proved quite effective. The ground team was able to get aircraft to send a message to mission base using ground signals. 2nd Lt. Malisa Niles was "Molly Brown", "witness" to highway landing of an aircraft as she communicated to ground team leaders in witness interview. Lessons learned included that though witness interviews can be very effective source of information they can also include false or misleading statements so treat witnesses as useful data point but not a the only source of tasking input.







DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182

denr.sd.gov

March 9, 2020

Dr. Barry Kerkaert
Kodiak Pork RE, LLC
P.O. Box 188
Pipestone, MN 56164-0188

Re: Revised Phosphorus-Based Nutrient Management Plan (NMP)

Dear Dr. Kerkaert:

The Department of Environment and Natural Resources (DENR) received a landowner request to remove the field listed in Table 1 and your request to add the fields listed in Table 2 to your approved phosphorus-based nutrient management plan (NMP). Your existing phosphorus-based NMP is part of your application for coverage under the *2003 General Water Pollution Control Permit for Concentrated Animal Feeding Operations* (general permit). Your animal feeding operation was originally approved on May 9, 2016, and permitted on March 10, 2017, (**general permit # SDG-0100522**).

Line #	Field or Tract #	County	Legal Description	Available Acres	Soil Sampling Requirements	
					0-2 feet	Additional
14	19	Brookings	SW ¼, Section 14, T109N, R48W	139.2	Yes	No

Line #	Field or Tract #	County	Legal Description	Available Acres	Soil Sampling Requirements	
					0-2 feet	Additional
20	27	Brookings	NE ¼, Section 11, T109N, R48W	143.1	Yes	No
21	28	Brookings	NW ¼, Section 2, T109N, R48W	37.5	Yes	No
22	29	Brookings	E ½, Section 12, T109N, R48W	259.9	Yes	Yes

We are approving the modifications by removing *Field 19* and including *Fields 27, 28, and 29* in your approved phosphorus-based NMP. With the removal of *Field 19* and the addition of *Fields 27, 28 and 29*, you still have adequate land available in your NMP to meet the permit requirements. **Please put one copy of the approved field information in Appendix D of your copy of the permit.** You are required to comply with the terms and conditions of your permit.

Dr. Barry Kerkaert
Kodiak Pork RE, LLC
March 9, 2020
Page 2 of 3

You are also responsible for contacting the local planning and zoning office in the county where manure application will take place to determine if there are any local ordinances or requirements with which you need to comply.

All of the new fields will require soil tests from 0 to 2 feet prior to manure application.

Field 29 is also identified as being located over a shallow aquifer and has additional soil testing requirements. For these fields, soil tests are required from 0 to 2 feet and 2 to 4 feet prior to manure application. Please refer to Section 1.4.4.4., beginning on page 29 of the general permit for the annual nutrient management requirements.

For fields that require additional soil testing from 2 to 4 feet, you have the option to either conduct the initial 0 to 2-foot and the 2 to 4-foot soil test prior to land application of manure or the alternative option to conduct the initial 0 to 2-foot soil test prior to manure application and a second 0 to 2-foot soil test within four weeks after harvesting the crop. Please refer to section 1.4.4.4., beginning on page 29 of the general permit, for the annual nutrient management requirements. **You must notify the department in writing if you plan to use the post-harvest soil sampling option.**

The land application sites must be located at least 150 feet from a private well owned by you, 250 feet from a private well not owned by you and 1,000 feet from any public supply well or other public drinking water source. These setback distances from identified wells cannot be included as part of the land application acreage. Buffer zones are also required around any natural or manmade drainages or wetlands. Please review the buffer zone requirements on the land application maps included with the nutrient management plan in Appendix D of your permit prior to land applying manure.

To add fields to your approved phosphorus-based NMP, you must submit the required information for each additional field to the department for our review and approval. Information on adding fields to your approved phosphorus-based NMP may be obtained from your local Natural Resources Conservation Service (NRCS) office. You may also contact us for assistance at (605) 773-3351, or visit our website at <http://denr.sd.gov/des/fp/fieldadditions.aspx> for instructions on adding fields. **You may not apply manure to any fields not included in your approved phosphorus-based NMP.**

If manure application will involve placing hoses or other equipment in a state highway right of way (for example, in a road ditch or through a culvert), you must first obtain a Permit to Occupy Right of Way. Application for this permit may be made through the local South Dakota Department of Transportation area office. Contact your local SD DOT area office for more information on this permit. In addition, please contact your county highway superintendent to determine if your county has similar requirements.

The 2017 *General Water Pollution Control Permit for Concentrated Animal Feeding Operations* (2017 general permit) became effective on April 15, 2017. You currently have coverage under the 2003 general permit and will need to submit an application for coverage under the 2017 general permit by **April 15, 2021**. Please note that certain modifications may require operations to submit a permit application for coverage under the reissued 2017 permit prior to this deadline. We recommend when

Dr. Barry Kerkaert
Kodiak Pork RE, LLC
March 9, 2020
Page 3 of 3

crafting your NMP under the reissued general permit that you consider writing your plan to maximize your flexibility and minimize the amount of modifications that you may need to make to your NMP.

One copy of the field information is being retained for our files. The attached field list is an updated listing of the fields that are currently approved for manure or wastewater application. The attached map shows the location of each field. Please review this information and notify the department if any of the information is incorrect. If the enclosed field list and map are correct, please place them in your NMP.

If you have any questions regarding the content of this letter, please feel free to contact Spencer Van Overbeke, Feedlot Permit Program at (605) 773-3351. Thank you for your cooperation.

Sincerely,



Paul N. Wegleitner
Natural Resources Project Engineer
Feedlot Permit Program

cc: Kevin Banken, Control, Brookings, SD
Brookings County Commissioners

Enclosures: Field List
Field Map