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

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

1. **8:30 AM Call to Order on Tuesday, September 22, 2020**

2. **Pledge of Allegiance**

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

   Five (5) minute time limit per person. 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:

      09-01-2020 Minutes.pdf

   B. Approval of travel requests

      Documents:

      Travel Requests.pdf

   C. Approval of personnel action notices

      Documents:

      Personnel Action Notice Report 09222020.pdf

   D. 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:

9.22.2020 CLAIMS.pdf

B. Department Head reports

i. Highway Department

Documents:

Highway Report.pdf

ii. 4-H Report

Documents:

4-H Report.pdf

C. Finance Officer's Report

Be it noted items:

- *Auditor's Account with the Treasurer*
- *Payroll & Additive Totals*
- *Highway Expenditure Report*
- *Register of Deeds Statement of Fees Collected*

Documents:

Finance Officer Report.pdf

7. **Scheduled Agenda Items**

A. 9:00 AM - Public Hearing: FY2021 Annual Budget

i. Action to approve the amendments to the FY2021 Provisional Budget.

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

Documents:

FY2021 Prov Budget Changes.pdf

ii. Action to approve Resolution #20-51: Adoption of the FY2021 Annual Budget for Brookings County, South Dakota.

Action: Motion to Approve, Comments, Roll Call

Documents:

Res 20-51 FY2021 Annual Budget.pdf
FY2021 Annual Budget.pdf

B. 9:10 AM - Presentation of 30% cost estimate for the 20th Street South Interchange project: Jaqueline Lanning, City Engineer

Documents:

20th Street South Project Info.pdf

C. 9:45 AM - Discussion on the addition of safety mitigations at the railroad crossing on County Road 13 (Cornell Ave/486th Ave) in the City of Elkton: Greg Nelson, City of Elkton

Documents:

Elkton Map.pdf

8. Regular Business

A. Approval of Resolution #20-52: a resolution approving forms of documents and the pricing, sale, and execution of certificates of participation.

Action: Motion to Approve, Comments, Roll Call

Documents:

Res 20-52 Forms of Documents.pdf
First Supplemental Declaration of Trust.pdf
First Amendment to Lease-Purchase Agreement.pdf
First Supplemental Ground Lease Agreement.pdf
Certificates of Participation.pdf

B. Action to approve Resolution #20-53: a resolution to continue support for the First District Association of Local Governments during fiscal year 2021.

Action: Motion to Approve, Comments, Roll Call

Documents:

Res 20-53 First District.pdf

C. Compromise and Settlement of a County Aid Lien

i. Action to approve Resolution #20-54: a resolution releasing a County Aid Lien.

Action: Motion to Approve, Comments, Roll Call

Documents:

Res 20-54 County Aid Lien Release.pdf

ii. Action to approve a Satisfaction of a County Aid Lien.

Action: Motion to Approve, Comments, Roll Call

Documents:

Satisfaction of a County Aid Lien.pdf

D. Action to approve Agreement #20-51: an American Institute of Architects agreement between Brookings County and Boarman Kroos Vogel Group, Inc. for the Brookings

County Detention Center Expansion Project, and amend Agreement #17-34.

Action: Motion to Approve, Comment, Roll Call

Documents:

Agr 20-51 BKV Jail Expansion Project.pdf
Agr 17-34 BKV Jail Expansion Project.pdf

E. Action to approve Agreement #20-52: an agreement with Architecture Incorporated for the provision of limited professional services and amending Agreement #20-46.

Action: Motion to Approve, Comments, Roll Call

Documents:

Agr 20-52 Arch Inc Professional Services.pdf
Agr 20-46 Arch Inc.pdf

F. Action to approve Agreement #20-53: an application for occupancy of right-of-way of county highways made by Otter Tail Power Company in Elkton Township.

Action: Motion to Approve, Comments, Voice Vote

Documents:

Agr 20-53 ROW Otter Tail.pdf

G. Action to approve Agreement #20-54: an application for occupancy of right-of-way of county highways made by Sioux Valley Energy n Medary Township.

Action: Motion to Approve, Comments, Voice Vote

Documents:

Agr 20-54 ROW Sioux Valley Energy.pdf

H. Action on the payroll tax deferral.

Action: Motion to Approve, Comments, Voice Vote

Documents:

Payroll Tax Deferral Info.pdf

9. Commission Department Director's Report

Documents:

Commission Dept Director Report.pdf
Surplus Cash Analysis.pdf
Insurance Risk Table.pdf
Jail Expansion Ground Breaking Invitation.pdf

10. States Attorney's Office Report

11. Commissioner Reports and Discussion Items

A. Correspondence received

12. Executive Session - in accordance with SDCL §1-25-2(1)(3)(4): personnel, consulting with legal counsel, and contract negotiations.

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**

    - *October 2, Friday: County Tour. 8:30 a.m. leaving from Highway Department in Brookings*
    - *October 2, Friday: Jail Expansion & Remodel Groundbreaking. 4:00 p.m. at the Detention Center, 315 7th Ave, Brookings*
    - *October 27, Tuesday: Department Head Reviews. 8:00 a.m. in the Chambers of the Brookings City & County Government Center*

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, SEPTEMBER 1, 2020

The Brookings County Board of County Commissioners met in regular session on Tuesday, September 1, 2020 with the following members present: Michael Bartley, Larry Jensen, Lee Ann Pierce, Angela Boersma and Ryan Krogman.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF AGENDA

Motion by Boersma, seconded by Jensen to approve the agenda for the September 1, 2020 Commission Meeting as amended. All members voted "aye." Motion carried.

Be it noted, SDCL 1-25-2(3), consulting with legal counsel was added to the Executive Session.

CONSENT AGENDA

Motion by Krogman, seconded by Boersma 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 August 18, 2020 Commission Meeting at the minutes from the August 20, 2020 Commission Meeting.

Personnel Action Notices- voluntary resignation- Jonathon Sundet, effective June 1, 2020; temporary/seasonal position ended- Samuel Adams, effective August 14, 2020; new hire- part-time Female Correctional Officer Anna Sells at $18.34, effective August 18, 2020; new hire- part-time Male Correctional Officer Riley Schott at $18.34, effective August 19, 2020; annual review- Amanda Miiller to $16.19, effective September 1, 2020; annual review- Eileen Aberle to $22.64, effective September 1, 2020.

ROUTINE BUSINESS

Approval of Claims

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

3D Specialties Inc, OM3 Stripe Down, $4,979.20; A&B Business Inc, Copier Contract, $518.70; Anderson, David, Crt Appointed Attorney Ref, $163.50; Aragon, Antonio, Translation Services, $87.50; Arlington Fire Department, Fire Premium Refund, $2,646.21; Astoria Fire Department, Fire Premium Refund, $587.23; Aurora Fire Department, Fire Premium Refund, $6,504.74; Avera

Medical Group, Inmate Medical, $822.77; B&H Contractors Of South Dakota, Rock, $978.00; Badger Fire Department, Fire Premium Refund, $557.55, Banner Associates, Design Services/ Prof Services, $8,259.20; Bowes Construction, Overlay Pay Request, $699,787.97; Brad Moe, Work Boots, $202.34; Brookings Area CTC, CPR Cert Cards, $160.00; Brookings County Food Pantry, FY2020 Funding, $6,000.00; Brookings Domestic Abuse, June Thru August, $2,886.00; Brookings Fire Department, Fire Premium Refund, $88961.87; Brookings Health System, Inmate Medical, $6,544.54; Bruce Fire Department, Fire Premium Refund, $4,509.91; Buhls Of Brookings Cleaners, Rug Rental, Banner & Backdrop Cleaning, $57.45; Butler Machinery Co, Parts, $3,198.29; Cook's Wastepaper & Rec, Detention Center, $273.70; Courtesy Plumbing Inc, Front Office Bathroom Repairs, $145.35; Creative Printing, Printed Envelopes, $105.59; Den-Wil Inc, Community Health Rent, $960.00; Department Of Health, Blood Tests, $300.00; Department of Revenue, $660.044.90; Donald Mccarty, Court Appointed Attorney, $3,292.00; Einspahr Auto Plaza, Patrol Vehicle Maint, $44.00; Elkton Fire Department, Fire Premium Refund, $7,013.20; Empire Investments LLC, Tax Certificates, $31,126.93; Estelline Fire Department, Fire Premium Refund, $2,257.82; Executive Mgmt Finance, Technology Access Fee, $64.75; Fastenal Company, Hvac Filters, $695.09; Fite, Pierce & Ronning, Court Appointed Attorney, $4,117.20; Frontier Bank, Foreclosure Sale, $4,649,175.00; Government Forms And Supplies, 5 Poll Germ Shields, $654.20; Hendricks Fire Department, Fire Premium Refund, $1,693.41; Hometown Service & Tire, Jail/Patrol Vehicle Repair, $68.00; Hy-Vee Food Store, Inmate Meals, $22,530.31; Hy-Vee Food Store, Refreshments-Zoning Meeting, $7.98; L&L Auto & Truck Parts, Vehicle Parts, $132.67; L.G. Everist Inc, Quartzite, $2,399.27; Lowe's, Dehumidifer/Rack/Locks, $467.36; Marco, Barracuda Essentials License, Unitrends Service, $6,780.85; Mcgrath North Mullin &, Professional Services, $186.00; Mckeever's Vending, Inmate Commisary, $300.92; Medtox Laboratories, In, Rape Kit, $450.21; Minnehaha County Auditor, Mental Illness Costs, $192.98; Minnehaha County JDC, JDC Costs, $236.90; Nancy J Nelson, Court Appointed Attorney, $1,819.72; Northwestern Energy, Courthouse/BCOAC Natural Gas, Detention Center Energy, $100.20; Office Peeps Inc, Paper, Desk Calendars, Desk Calendars, Alarm Buzzer Batteries, Safety Pins, $436.35; Oneneck It Solutions LLC, Umbrella Cloud Security, $2,272.00; Patricia J Hartsel, Transcripts, $64.60; Pharmchem Inc, Sweat Patch Analysis, $142.75; Prochem Dynamics LLC, Jail Cleaning Supplies, $582.64; Rc First Aid, First Aid Kit Refills, $72.00; RFD Newspapers Inc, Publications, $31.01; Richard-Ewing Equip Inc, Jail Repairs, $85.50; Rude's Funeral Home Inc, Coroner Transport, $1,100.00; Running's Supply Inc, Deputy Supplies, Reflective Vests, Safety Cones, $207.03; Sanford Health, Autopsy, $2,100.00; Sanford Health, Inmate Medical, $1,758.00; SD Dept Of Public Safet, Teletype Service, $2,340.00; Sinai Fire Department, Fire Premium Refund, $2,471.74; Southpaw Defense, Basic Pistol Class, $180.00; Steven Ust, Inspections, $900.00; Thomson Reuters - West, 7/1-7/31, $1,160.31; Tim Hogan, Court Appointed Attorney, $915.40; Topkote Inc, Chip Seal Project, $184,941.72; Toronto Fire Department, Fire Premium Refund, $1,144.89; Van Diest Supply Compan, Chemical, $19,000.00; Vandenberg Law, Court Appointed Attorney, $4,583.25; Verizon Wireless, Highway Dept Tablet, $40.01; Volga Fire Department, Fire Premium Refund, $10,935.38; Walmart Community, Achievement Day Supp,Sani, $896.18; Walmart Community, Misc Office Supplies, $39.35; Wells Fargo, $3,226.08; White Fire Department, Fire Premium Refund, $9,375.08; Yankton County Treasurer, Mental Illness, $122.50; Cell Phone Reimbursements: Thomas Chester, $30.00; Bartley, Michael, $75.00; Eileen Aberle, $45.00; Anderson, Jeffrey G, $75.00; Jennifer Beller, $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; Huber, Dustin, $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; 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; Tara Rodriguez, $30.00; 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, $45.00; Dennis Carmichael, $30.00.

Recognition of Employees' Anniversaries

Linda Gross- 15 years in July; Melissa Walsh- 5 years in August; Rae Lynn Maher- 15 years in September.

Department Head Reports

Highway Superintendent Brian Gustad said they were awarded three BIG preliminary grants totaling $103,800.

Gustad updated the board on the bridges on south Highway 77 and County Roads 46 and 26.

Gustad said the Brookings County Weed Department began spraying cattails within the county rights-of-way the beginning of August. He said they've been mowing down the vegetation that was blocking signs, intersections and driveways.

Gustad said they placed shoulder material on County Road 8, which was part of the 2019 asphalt overlay program. Gustad said they've began to broom the routes for a second time in preparation for fog seal.

Gustad said they've been hauling gravel to various areas around the county. He said they are trying to eliminate the soft spots.

Gustad said he received notification for Letting Authorization for the structure north of Bruce so with commission approval they would advertise the weeks of September 14th and 21st, and open bids on September 29th. He said he's been working with Preston Township officials on maintaining 201st street while under construction for local traffic.

Gustad said he met with Oslo Township officials for the culvert program. He said they are looking to submit two applications.

Sheriff Martin Stanwick said there are 30 inmates in jail and 93 individuals participating in the 24/7 program.

Stanwick said Henry Carlson Construction moved their construction trailer over to the detention center. Stanwick discussed what parking spaces would look like during the demolition process. He said he did inform the surrounding entities on when the demolition would take place.

Stanwick said he would like to add a key fob access to the doors on the east and west sides of the courthouse building. He said a quote from Safe N Secure would be $3,820.87. By consensus, the board agreed on purchasing key fob access for the east and west doors of the courthouse.

SCHEDULED AGENDA ITEM

As scheduled at 9:00 a.m., the board held a public hearing on the FY2021 Provisional Budget.

Motion by Pierce, seconded by Jensen to approve and authorize Chairperson Bartley to sign Resolution #20-50: adoption of the 2021 Provisional Budget for Brookings County, South Dakota.

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

Background information was provided by Commission Department Director Stacy Steffensen.

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

Resolution #20-50

ADOPTION OF THE 2021 PROVISIONAL BUDGET FOR
BROOKINGS COUNTY, SOUTH DAKOTA

WHEREAS, SDCL 7-21-5 through 13 provides that the Board of County Commissioners shall each year prepare a Provisional Budget of all contemplated expenditures and revenues of the County and all its institutions and agencies for such fiscal year, and

WHEREAS, the Board of County Commissioners did prepare a Provisional Budget and cause same to be published by law, and

WHEREAS, due and legal notice has been given to the meeting of the Board of County Commissioners for the consideration of such Provisional Budget and all charges, eliminations and additions have been made thereto.

NOW THEREFORE BE IT RESOLVED, that such provisional budget and all its purposes, schedules, appropriations, amounts, estimates and all matters therein set forth, SHALL BE APPROVED AND ADOPTED AS THE PROVISIONAL BUDGET OF THE APPROPRIATIONS AND EXPENDITURES for Brookings County, South Dakota and all its institutions and agencies for calendar year beginning January 1, 2021 and ending December 31, 2021 and the same is hereby approved and adopted by the Board of County Commissioners of Brookings County, South Dakota, this 1st day of September, 2020. The Provisional Budget so adopted is available for public inspection during normal business hours at the office of the County Finance Officer, Brookings County, South Dakota. The accompanying taxes are proposed to be levied by Brookings County for the year January 1, 2021 through December 31, 2021.

COUNTY LEVIES	DOLLARS	$1,000
General Fund	$12,873,076	$3.932
County Building Fund	$ 326,811	$0.100
Jail Expansion	$ 500,000	$0.153
TOTAL	$13,699,887	$4.185

BOARD OF COUNTY COMMISSIONERS OF BROOKINGS COUNTY, SOUTH DAKOTA

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

ATTEST:

Vicki Buseth
Brookings County Finance Officer

Department Head Reports Continued

Finance Officer Vicki Buseth said a Q&A on Election/Absentee Voting was in multiple newspapers. She said Senior Finance Assistants Lori Schultz and Jenna Byrd, and Deputy Finance Office Jennifer Beller will be attending the Fall Convention in Sioux Falls.

Buseth said they've been receiving levy requests from the cities and schools. Buseth said they've received about $108,000 from the CARES Act Reimbursement program.

County Development Director Robert Hill attended the Safety Committee Meeting; attended the Local Emergency Planning Meeting via Zoom; and attended the Ad Hoc Draining Meeting.

Hill discussed upcoming dates with the board.

BCOAC Director Dustin Huber discussed attendance numbers with the board, as well as different activities that have taken place.

Huber said AMP Electric is waiting on parts for the generator hookup.

REGULAR BUSINESS

Motion by Krogman, seconded by Jensen to approve and authorize Chairperson Bartley to sign Agreement #20-47: a State of South Dakota Department of Public Safety Office of Emergency Management 2021 Local Emergency Management Performance Grant.

Background information was provided by County Development Director Robert Hill.

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

Motion by Jensen, seconded by Boersma to approve and authorize Chairperson Bartley to sign Agreement #20-48: a Native Unprocessed Material Agreement-Bowne Pit.

Pierce asked that in future agreements it read between Brookings County and the other entity and not the Brookings County Highway Department.

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

Motion by Pierce, seconded by Krogman to approve and authorize Chairperson Bartley to sign Agreement #20-49: an application for occupancy of right-of-way of county highways made by the City of Elkton in Elkton Township.

All members voted "aye." Motion carried.

Motion by Boersma, seconded by Krogman to approve and authorize Chairperson Bartley to sign Agreement #20-50: an application for occupancy of right-of-way of county highways made by the City of Elkton in Elkton Township.

All members voted "aye." Motion carried.

Motion by Krogman, seconded by Jensen to approve and authorize Chairperson Bartley to sign a Request to Fill Vacancy for two Temporary Election Workers in the Finance Office.

Background information was provided by Senior Finance Assistant Jenna Byrd.

All members voted "aye." Motion carried.

Motion by Krogman, seconded by Jensen to approve and authorize Chairperson Bartley to sign a Request to Fill Vacancy for two part-time Membership Assistants at the BCOAC.

Background information was provided by Commission Department Director Stacy Steffensen.
All members voted "aye." Motion carried.

Motion by Jensen, seconded by Boersma to declare a Smith & Wesson rental gun as surplus property to be disposed of.
All members vote "aye.' Motion carried.

Motion by Pierce, seconded by Boersma to transfer four trail cameras from the BCOAC to the Sheriff's Office.
All members voted "aye." Motion carried.

Commission Department Director Stacy Steffensen presented the Commission Department Director's Report.
Steffensen said the RenoDry project, the system that would dry out the courthouse, was put on hold over at the courthouse. She asked the board for their thoughts on the project. Boersma said she spoke with the maintenance supervisor at the courthouse in Pipestone, MN because they did a similar project. She was informed that it's working great; it does take about three years but they've noticed a substantial improvement.
By consensus, the board agreed to go ahead and see if there is any money left in the budget for this year.
Steffensen discussed upcoming dates with the board.

States Attorney Dan Nelson had nothing to report.

COMMISSIONERS' REPORTS & DISCUSSION

Commissioner Pierce attended the Special Commission Meeting; attended the Ad Hoc Draining Meeting; and attended the BEDC Meeting.
Pierce said she's been talking with all of the groups she's a part of about Absentee/Early Voting for the 2020 General Elections. She encouraged the listening public to avoid long lines at the polls and vote early at the City/County Government Center building beginning September 18th.

Commissioner Boersma attended the City Council Study Session Meeting; attended the MEDC Meeting; and attended the Special Commission Meeting.

Commissioner Krogman attended the Special Commission Meeting; attended the BCOAC Advisory Board Meeting; attended the Hospital Board Meeting; and attended a BATA Meeting via zoom.

Commissioner Jensen attended the 20th Street Overpass Meeting; attended the Special Commission Meeting; attended the BCOAC Advisory Board Meeting; and attended the Ad Hoc Drainage Meeting.

Commissioner Bartley received numerous COVID-19 calls.

EXECUTIVE SESSION

Motion by Boersma, seconded by Krogman to enter into Executive Session at 10:00 a.m., in accordance with SDCL 1-25-2(3), consulting with legal counsel. All members voted “aye.” Motion carried.

Motion by Krogman, seconded by Pierce to come out of Executive Session at 10:52 a.m. All members voted “aye.” Motion carried. No action was taken.

ADJOURNMENT

Motion by Krogman, seconded by Jensen to adjourn. All members voted “aye.” Motion carried. The next regular scheduled meeting is Tuesday, September 22, 2020 at 8:30 a.m.

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

_____

Jenna Byrd
Senior Finance Assistant
Brookings County

Published once at the approximate cost of___.

Brookings County

Travel / Education Request Form

Name(s): Misty Moser

Department: Weed & Pest **Position(s):** Supervisor

Date(s)	Beginning Odometer	Ending Odometer	Destination
September 10, 2020			Sioux Falls

Reason for Travel:

Weed Tour drive

Passengers:

Myself, Randy Meyer, Larry Jensen, Joel Ripley, Tim Bauer, Denny Carmichael, Steve Olson,

Estimated Expenses:

- Method of Travel: ⦿ County Vehicle ○ Private Auto Beta Bus

  _____ Miles @ $ 0 /per mile = $ 0

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

  0 Lunch(s) @ $ _____ = $ 0

  7 Dinner(s) @ $ 15.00 = $ 105.00

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

  Please list: 0 = $ 0

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

- Registration (Estimated cost): 0 = $ 0

Total Cost Estimate: = $ 105.00

Department Head designated mileage rate: $ /per mile

Department Head Signature

9-10-2020

Date

Brookings County

Travel / Education Request Form

Name(s): Misty Moser

Department: Weed and Pest **Position(s):** Supervisor

Date(s)	Beginning Odometer	Ending Odometer	Destination
9/15/2020			Watertown SD
9/16/2020			Milbank SD

Reason for Travel:

South Dakota Weed and Pest Control Commission Meeting and Weed Tour

Passengers:

None

Estimated Expenses:

- Method of Travel: ◉ County Vehicle ○ Private Auto

  0 Miles @ $ 0.00 /per mile = $ 0.00

- Meals: 0 Breakfast(s) @ $ _____ = $ 0.00

  0 Lunch(s) @ $ _____ = $ 0.00

  0 Dinner(s) @ $ _____ = $ 0.00

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

  Please list: 0 = $ 0.00

- Lodging (Estimated number of nights): 0 = $ 0.00

- Registration (Estimated cost): 0 = $ 0.00

Total Cost Estimate: = $ **0.00**

Department Head designated mileage rate: $ /per mile

Department Head Signature

9-10-2020
Date

2020 Fall Weed and Pest Commission Tour

Watertown, SD

Wednesday, September 16, 2020

8:00 am	Depart from Quality Inn, Watertown
8:20 am	Arrive at Dakota Ridge Wind Farm
8:40 am	Depart from Wind Farm
9:00 am	Arrive at SDSU NE Research Farm
9:45 am	Break at SDSU Research Farm
10:00 am	Depart Research Farm
10:30 am	Arrive Leafy Spurge Test Plot
11:05 am	Depart Leafy Spurge Test Plot
11:15 am	Arrive at Spotted Knapweed Plot
11:45 am	Depart for Knapweed Plot
12:00 pm	Arrive at Farley Park for Lunch
12:45 pm	Depart from Park
1:00 pm	Arrive at Canada thistle plot
1:40 pm	Depart from Canada thistle plot
2:00 pm	Arrive at 2-4D Leafy Spurge Plot
2:20 pm	Depart Leafy Spurge Plot
2:25 pm	Arrive at Coffee Cup (Summit)
2:35 pm	Depart Coffee Cup
3:05 pm	Arrive at Sica Hollow State Park
4:35 pm	Depart for Watertown
5:35 pm	Arrive at Watertown

Contacts during the tour:

Steve Molengraaf: 605-881-9396
Brenda Sievers: 605-280-4463
Chad Kiel: 605-295-7695
Nathan Mueller: 605-234-1489
Jeremiah Phelps: 605-295-4910

SOUTH DAKOTA WEED & PEST CONTROL COMMISSION MEETING
Codington County Extension Complex, Kitchen Room, Entrance B
1910 W Kemp Ave., Watertown, SD
September 15 & 16, 2020

To listen to the online stream, go to https://www.sd.net/

Tuesday, September 15 – 1 PM, CT

Call to Order . . . . . Chairman Deibert
Approval of Agenda . . . . . Chairman Deibert
Approval of April 30, 2020 minutes . . . . . Chairman Deibert

ACTIVITY REPORTS

1. Weed and Pest Coordinator's Report . . . . . .Brenda Sievers
2. Weed and Pest Supervisor's Report . . . . . Jeremiah Phelps
3. District Reports . . . . . District Representatives
4. Agency Reports . . . . . .Agencies Present
5. Bio-Control Survey Updates . . . . . Jeremiah Phelps/Brenda Sievers
6. Cooperative Agricultural Pest Survey Update . . . . . Dale Anderson
7. USDA-APHIS-PPQ . . . . . Greg Buntrock/Amy Mesman

Public Comment Period . . . . . . Duration set by Chairman
To make public comments via teleconference, please contact Brenda Sievers at 605.280.4463 or email brenda.sievers@state.sd.us by September 14th.

OLD BUSINESS

1. State Fair Update. . . . . Paul Johnson
2. State and Locally Noxious Weed Rules Update . . . . . Brenda Sievers

NEW BUSINESS

1. Discussion - Weed & Pest Grant Criteria Proposals . . . . . Commission
2. Approval for FY2022 Grant Criteria – Spending Authority of $450,000
   - Call for Grants to Open October 1, 2020. Grants will be due back to the Department by Friday, November 13, 2020.
3. Weed & Pest 2020/2021 Conference Update/District Meetings . . . . . Gary Pribyl

Approval of Bills . . . . . Brenda Sievers
(Mtg expenses, per diem/salary this meeting)

Wednesday, September 16, 2020 – 8:00 am – Tour District 1

Leave at 8 am from the Quality Inn Parking Lot, Watertown, SD
We will be taking individual vehicles – no bus or van is being provided for transportation on the tour.

Brookings County

Travel / Education Request Form

Name(s): Jeff Conrad

Department: Sheriff's Office **Position(s):** Deputy Sheriff

Date(s)	Beginning Odometer	Ending Odometer	Destination
11/05-11/06/20			Madison, SD

Reason for Travel:
Advanced Roadside Impaired Driving Enforcement (ARIDE)

Passengers:

Estimated Expenses:

- Method of Travel: ⦿ County Vehicle ○ Private Auto

  _____ Miles @ $ _____ /per mile = $ 25.00

- Meals: 0 Breakfast(s) @ $ 6.00 = $ 0.00

  2 Lunch(s) @ $ 14.00 = $ 28.00

  0 Dinner(s) @ $ 20.00 = $ 0.00

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

  Please list: _____ = $ 0.00

- Lodging (Estimated number of nights): _____ = $ 0.00

- Registration (Estimated cost): 1 Free registration. = $ 0.00

Total Cost Estimate: = $ 53.00

Department Head designated mileage rate: $ /per mile

Department Head Signature

9-8-20
Date

Brookings County

Travel / Education Request Form

Name(s): Bryan Schreur

Department: Sheriff's Office **Position(s):** Deputy Sheriff

Date(s)	Beginning Odometer	Ending Odometer	Destination
2/7/21-2/12/21			Pierre and return

Reason for Travel:

Instructor Development Training

Passengers:

None

Estimated Expenses:

- Method of Travel: ⦿ County Vehicle ○ Private Auto

  _____ Miles @ $ _____ /per mile = $ 75.00

- Meals: 5 Breakfast(s) @ $ 6.00 = $ 30.00

  5 Lunch(s) @ $ 14.00 = $ 70.00

  5 Dinner(s) @ $ 20.00 = $ 100.00

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

  Please list: _____ = $ 0

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

- Registration (Estimated cost): _____ = $ 0

Total Cost Estimate: = $ 275.00

Department Head designated mileage rate: $ /per mile

[signature]
Department Head Signature

9-8-20
Date

This is an interactive course designed to prepare individuals to determine training needs, and then develop, implement, and evaluate meaningful training for their department. Attendees learn the key to effective training is to focus on their trainees and prepare to meet those needs.

Pre-class articles and a journal will be provided to students before the class. Students will produce two final projects. The first project will be a non-Law Enforcement topic lesson plan and presentation. The second project will be a Law Enforcement topic lesson plan prepared to the same standards as the first project, developed by student groups and furnished to all students on completion.

The concept for the second project is to make law enforcement lesson plans, relevant to something they will soon instruct, so they can take them home and use in the near future, as well as making them available to more officers and increase agencies ability to develop their own lesson plans.

Topics include: adult learning, strategies for using Multiple Intelligences, Emotional Intelligences, and Blooms Taxonomy to increase participant learning, training needs assessment, instructional methods, Problem Based Learning, instructional objectives, course outlines, lesson plan development, testing & evaluation, presentation techniques, student presentations, and development of a training lesson relevant to each individual's future teaching assignments.

This course is presented by Gerri Ann Eide.

Gerri Ann Eide: I attained my BS in Agriculture Education & Agricultural Journalism and MEd in Career & Technical Education from South Dakota State University. I am a leadership and educational trainer with 20 years of experience. Through the years, I've attended exceptional, challenging educational training sessions that forever changed my knowledge and perceptions. But like many of you, I have also attended boring, poorly executed trainings I forgot as I left the room. I gained nothing and was utterly frustrated about the waste of time. I'm dedicated as a trainer to helping others learn and implement effective educational and facilitation techniques. Through GANE Leadership Consulting, I tailor the training to meet the specific needs of attendees, growing their effectiveness as leaders, facilitators and trainers. Training in Emotional Intelligences, Multiple Intelligences, adult learner needs, and Problem Based Learning continually come into play as I guide individuals to teach and facilitate exceptionally.

Personnel Action Notice Summary

Commission Meeting: September 22, 2020

Employee Name:	Alex Berkness				
Department:	Highway		**Position:**	Heavy Equipment Operator	
Effective Date:	09/01/2020		**Salary/Wage:**	$	21.34
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

Employee Name:	Susan Taylor				
Department:	Finance		**Position:**	Finance Assistant	
Effective Date:	09/01/2020		**Salary/Wage:**	$	19.21
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

Employee Name:	Stephne Miller				
Department:	Finance		**Position:**	Election Worker	
Effective Date:	09/14/2020		**Salary/Wage:**	$	12.00
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

Employee Name:	Connie Seward				
Department:	Finance		**Position:**	Election Worker	
Effective Date:	09/14/2020		**Salary/Wage:**	$	12.00
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

Personnel Action Notice Summary

Commission Meeting: September 22, 2020

Employee Name:	Doris Knutson				
Department:	Finance		**Position:**	Election Woker	
Effective Date:	09/14/2020		**Salary/Wage:**	$	12.00
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

Employee Name:	Cole Dummermuth				
Department:	BCOAC		**Position:**	Membership Assistant	
Effective Date:	10/01/2020		**Salary/Wage:**	$	16.19
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: September 22, 2020

Reference #: 20-076

Request: Medical

Amount: $ 30,000.00

Recommendation of County Assistance Officer: Denied Medical Assistance per SDCL 28-13

Reference #: 20-077

Request: Utilities

Amount: $ 456.11

Recommendation of County Assistance Officer: Denied found alternate funds.

Reference #: 20-078

Request: Utilities

Amount: $ 612.60

Recommendation of County Assistance Officer: Approved Past Due Utilities / Disconnect Amount

Reference #: 20-079

Request: Rent

Amount: $ 650.00

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

Reference #: 20-080

Request: Medical

Amount: $ 6,092.87

Recommendation of County Assistance Officer: Denied Medical Assistance per SDCL 28-13

Reference #: 20-081

Request: Utilities

Amount: $ 153.13

Recommendation of County Assistance Officer: Approved Past Due Utilities / Disconnect Amount

Reference #: 20-082

Request: Rent

Amount: $ 650.00

Recommendation of County Assistance Officer: Approved Rent / Eviction Status

Reference #: 20-083

Request: Utilities

Amount: $ 212.27

Recommendation of County Assistance Officer: Approved Utilities / Past Disconnect Amount

Reference #: 20-084

Request: Funeral

Amount: $ 3,000.00

Recommendation of County Assistance Officer: Approved County Burial

Reference #: 20-085

Request: Rent

Amount: $ 650.00

Recommendation of County Assistance Officer: Approved Rent / Eviction Status

Reference #: 20-086

Request: Utilities

Amount: $ 650.00

Recommendation of County Assistance Officer: Approved Past Due Utilities / Disconnect Amount

Reference #: 20-087

Request: Utilities

Amount: $ 240.74

Recommendation of County Assistance Officer: Approved Past Due Utilities / Disconnect Amount

Reference #: 20-088

Request: Utilities

Amount: $ 352.41

Recommendation of County Assistance Officer: Approved Past Due Utilities / Disconnect Amount

Reference #: 20-089

Request: Utilities

Amount: $ 650.00

Recommendation of County Assistance Officer: Denied Found Alternate Funding Source

Reference #: 20-090

Request: Utilities

Amount: $ 507.20

Recommendation of County Assistance Officer: Approved the portion of disconnect Utilities that LIEAP did not cover.

Reference #: 20-091

Request: Utilities

Amount: $ 77.07

Recommendation of County Assistance Officer: Approved Past Due Utilities / Disconnect Amount

Reference #: 20-092

Request: Utilities

Amount: $ 135.00

Recommendation of County Assistance Officer: Approved Past Due Utilities / Disconnect Amount

Reference #: 20-093

Request: Utilities

Amount: $ 600.00

Recommendation of County Assistance Officer: Approved Past Due Utilities / Disconnect Amount

Reference #:

Request:

Amount:

Recommendation of County Assistance Officer:

Reference #:

Request:

Amount:

Recommendation of County Assistance Officer:

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSIONERS BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10371	BROOKINGS REGISTER	I-202009147657	101-4-111-4230	PUBLICATIONS		1,224.70
01-11038	FIRST BANK & TRUST	I-202009147689	101-4-111-4267	SEPTEMBER BILL		10.20
01-12261	OFFICE PEEPS INC	I-202009157768	101-4-111-4260	MISC SUPPLIES		202.99
01-12503	QUALIFIED PRESORT SERVI	I-202009157788	101-4-111-4267	POSTAGE		42.19
01-19517	MCGRATH NORTH MULLIN &	I-202009157749	101-4-111-4220	PROF SERVICES THRU 8/31/2020		62.00
01-22073	RFD NEWSPAPERS INC	I-202009157793	101-4-111-4230	PUBLICATIONS		2,187.57
01-22184	SCHAFFER LAW OFFICE, PR	I-202009157805	101-4-111-4220	PROFESSIONAL SERVICES		2,030.00

DEPARTMENT 111 COMMISSIONERS TOTAL: 5,759.65

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 120 ELECTIONS BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10371	BROOKINGS REGISTER	I-202009147657	101-4-120-4230	PUBLICATIONS		675.00
01-12261	OFFICE PEEPS INC	I-202009157772	101-4-120-4260	LABELS/CALENDARS		174.68
01-13185	TOWN & COUNTRY SHOPPER	I-202009157824	101-4-120-4230	FAQ ABSENTEE VOTING		104.00
				DEPARTMENT 120 ELECTIONS	TOTAL:	953.68

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID
PACKET: 02333 9.22.2020 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 130 JUDICIAL SYSTEM BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-1	RYAN FEDELER	I-202009157857	101-4-130-4280	RYAN FEDELER: WITNESS		23.36
01-10125	ARAGON, ANTONIO	I-202009147623	101-4-130-4290	TRANSLATION SERVICES		100.00
01-10390	BROOKINGS HEALTH SYSTEM	I-202009147653	101-4-130-4290	EMERGENCY ROOM		1,034.50
01-10390	BROOKINGS HEALTH SYSTEM	I-202009147654	101-4-130-4230	AUGUST BLOOD ALCOHOL TESTING		7,235.27
01-10567	CHILD'S VOICE	I-202009147670	101-4-130-4290	EXTERNAL REVIEW		2,600.00
01-11300	PATRICIA J HARTSEL	I-202009147696	101-4-130-4226	TRANSCRIPTS		23.80
01-11847	DONALD MCCARTY	I-202009157742	101-4-130-4222	CAA CRI19-634		15,289.62
01-11847	DONALD MCCARTY	I-202009157743	101-4-130-4222	CAA CRI19-1120		654.40
01-11847	DONALD MCCARTY	I-202009157744	101-4-130-4222	CAA CRI18-523		111.55
01-11847	DONALD MCCARTY	I-202009157745	101-4-130-4222	CAA CRI18-1152		266.75
01-11847	DONALD MCCARTY	I-202009157746	101-4-130-4222	CAA CRI19-566		313.50
01-11847	DONALD MCCARTY	I-202009157747	101-4-130-4222	CAA CRI19-1121		1,423.95
01-11847	DONALD MCCARTY	I-202009157748	101-4-130-4222	CAA CRI19-1207		800.25
01-12179	NANCY J NELSON	I-202009157759	101-4-130-4222	CAA CRI19-621		407.40
01-12179	NANCY J NELSON	I-202009157760	101-4-130-4222	CAA CRI19-755		458.81
01-12602	RICK RIBSTEIN	I-202009157795	101-4-130-4222	CAA CRI19-535		224.40
01-12602	RICK RIBSTEIN	I-202009157796	101-4-130-4222	CAA CRI20-347		486.80
01-13262	VANDENBERG LAW	I-202009157831	101-4-130-4222	CAA JUV20-31		533.50
01-13370	THOMSON REUTERS - WEST	I-202009157822	101-4-130-4340	INV#842913024		360.50
01-13389	TERRY D WIECZOREK PC	I-202009157837	101-4-130-4222	CAA CRI20-370		264.40
01-13389	TERRY D WIECZOREK PC	I-202009157838	101-4-130-4222	CAA JUV20-7		391.25
01-13389	TERRY D WIECZOREK PC	I-202009157839	101-4-130-4222	CAA CRI19-1291		566.15
01-13389	TERRY D WIECZOREK PC	I-202009157840	101-4-130-4222	CAA CRI19-978		821.65
01-17926	TIM HOGAN	I-202009147699	101-4-130-4222	CAA CRI20-258		596.55
01-19277	ALLEGRA PRINT & IMAGING	I-202009147617	101-4-130-4290	ASSAULT SPREADSHEET		51.59
01-19572	ARAGON, MARTHA A	I-202009147622	101-4-130-4290	TRANSLATION SERVICES		50.00
01-19694	REED T MAHLKE	I-202009157732	101-4-130-4222	CAA CRI19-143		655.50
01-19694	REED T MAHLKE	I-202009157733	101-4-130-4222	CAA CRI19-414		788.50
01-19694	REED T MAHLKE	I-202009157734	101-4-130-4222	CAA CRI19-342		1,111.50
01-19694	REED T MAHLKE	I-202009157735	101-4-130-4222	CAA CRI18-105		802.75
01-19694	REED T MAHLKE	I-202009157736	101-4-130-4222	CAA CRI19-463		522.50
01-19694	REED T MAHLKE	I-202009157737	101-4-130-4222	CAA CRI19-608		882.10
01-19694	REED T MAHLKE	I-202009157738	101-4-130-4222	CAA CRI20-338		257.05
01-19694	REED T MAHLKE	I-202009157739	101-4-130-4222	CAA CRI19-565		926.25
01-22102	ANTHONY TEESDALE	I-202009157819	101-4-130-4222	CAA CRI20-273		2,168.00
01-22102	ANTHONY TEESDALE	I-202009157820	101-4-130-4222	CAA CRI20-266;CRI20-241;CRI19		3,498.30
01-22127	KRISTIN A WOODALL	I-202009157842	101-4-130-4224	TRANSCRIPTS		22.80
01-22127	KRISTIN A WOODALL	I-202009157842	101-4-130-4226	TRANSCRIPTS		482.80
01-22604	JORDYN BANGASSER	I-202009147628	101-4-130-4222	CAA CRI19-803		779.00
01-22609	CHRIS ANDEREGG	I-202009157849	101-4-130-4280	GRAND JURY 9/14/2020		50.84
01-22610	SAMUEL BJORNESTAD	I-202009157850	101-4-130-4280	GRAND JURY 9/14/2020		54.20
01-22611	CODY DRITZ	I-202009157851	101-4-130-4280	GRAND JURY 9/14/2020		52.52
01-22612	BRITTANY EDMAN	I-202009157852	101-4-130-4280	GRAND JURY 9/14/2020		56.72
01-22614	MARISSA GANCI	I-202009157853	101-4-130-4280	GRAND JURY 9/14/2020		50.84
01-22615	JENNIFER GROSS	I-202009157854	101-4-130-4280	GRAND JURY 9/14/2020		65.12
01-22617	MICHEAL MONNENS	I-202009157855	101-4-130-4280	GRAND JURY 9/14/2020		52.52
01-22618	CRAIG TOLLEY	I-202009157856	101-4-130-4280	GRAND JURY 9/14/2020		51.68
01-22714	WIN INTERACTIVE, INC	I-202009157841	101-4-130-4290	LITIGATION CONSULTING		10,000.00

DEPARTMENT 130 JUDICIAL SYSTEM TOTAL: 58,421.44

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 143 FINANCE OFFICE BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10541	CENTURY BUSINESS PRODUC	I-202009147668	101-4-143-4270	COPIER CONTRACT		64.61
01-11485	TYLER TECHNOLOGIES	I-202009157827	101-4-143-4270	GENERAL LEDGER TRAINING		137.50
01-11485	TYLER TECHNOLOGIES	I-202009157828	101-4-143-4260	CHANGING NAMES ON CHECKS		138.00
01-12261	OFFICE PEEPS INC	I-202009157772	101-4-143-4260	LABELS/CALENDARS		116.11
01-22565	PROFESSIONAL DEVELOPMEN	I-202009157786	101-4-143-4270	HIGH PERFORMANCE ACADEMY		1,695.00
				DEPARTMENT 143 FINANCE OFFICE	TOTAL:	2,151.22

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 151 STATES ATTORNEY BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12261	OFFICE PEEPS INC	I-202009157770	101-4-151-4260	PAPER/TONER		299.53
01-19603	MEDIACOM LLC	I-202009157751	101-4-151-4260	LAW LIBRARY INTERNET SERVICE		121.12
				DEPARTMENT 151 STATES ATTORNEY	TOTAL:	420.65

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 161 COUNTY BUILDING BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10354	BROOKINGS CITY UTILITIE	I-202009147636	101-4-161-4280	PHONE SERVICE		1,169.00
01-10354	BROOKINGS CITY UTILITIE	I-202009147651	101-4-161-4280	COURTHOUSE/LAWN/1921 BLDG/COM		3,315.72
01-10354	BROOKINGS CITY UTILITIE	I-202009147651	101-4-161-4282	COURTHOUSE/LAWN/1921 BLDG/COM		36.45
01-10354	BROOKINGS CITY UTILITIE	I-202009147651	101-4-161-4283	COURTHOUSE/LAWN/1921 BLDG/COM		266.28
01-10670	COOK'S WASTEPAPER & REC	I-202009147678	101-4-161-4250	COURTHOUSE/BCOAC SERVICE		274.92
01-11016	FASTENAL COMPANY	I-202009147688	101-4-161-4260	FILTERS FOR COURTHOUSE		153.58
01-12236	NORTHWESTERN ENERGY	I-202009157762	101-4-161-4280	NATURAL GAS USAGE		10.00
01-12236	NORTHWESTERN ENERGY	I-202009157764	101-4-161-4280	NATURAL GAS SERVICES		74.29
01-12666	RUNNING'S SUPPLY INC	I-202009157801	101-4-161-4243	VOLT TESTER, PAPER TOWELS		25.89
01-12931	SIOUX VALLEY CLEANERS I	I-202009157808	101-4-161-4250	JANITORIAL FOR WIC		920.00
01-22431	RAZORS EDGE GROUNDS KEE	I-202009157790	101-4-161-4250	AUGUST COURTHOUSE GROUNDS MAI		1,720.00
01-22713	AED MARKET	I-202009147615	101-4-161-4260	AED BATTERIES		790.00

DEPARTMENT 161 COUNTY BUILDING TOTAL: 8,756.13

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

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-202009147613	101-4-162-4260	COPIER CONTRACT		64.76
01-11078	FOERSTER DISTRIBUTING	I-202009147690	101-4-162-4260	COPY PAPER		94.80
01-12261	OFFICE PEEPS INC	I-202009157773	101-4-162-4260	OFFICE SUPPLIES		143.74
01-12261	OFFICE PEEPS INC	I-202009157776	101-4-162-4260	DESK CALENDAR		12.04

DEPARTMENT 162 DIRECTOR OF EQUALIZATI TOTAL: 315.34

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID
PACKET: 02333 9.22.2020 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 163 REGISTER OF DEEDS BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12261	OFFICE PEEPS INC	I-202009157774	101-4-163-4260	PAPER		105.30
				DEPARTMENT 163 REGISTER OF DEEDS	TOTAL:	105.30

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID
PACKET: 02333 9.22.2020 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 165 VETERAN'S SERVICE BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12261	OFFICE PEEPS INC	I-202009157775	101-4-165-4260	PENS		16.82
01-13328	WALMART COMMUNITY	I-202009157834	101-4-165-4260	MOUSE, BACKPACK		29.22
01-22008	NEWEGG BUSINESS INC	I-202009157761	101-4-165-4260	SIGNATURE CAPTURE		237.60

DEPARTMENT 165 VETERAN'S SERVICE TOTAL: 283.64

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 171 INFORMATION TECHNOLOGY BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12714	SCHNEIDER GEOSPATIAL LL	I-202009157821	101-4-171-4221	QUARTERLY BILLING FOR LAST PE		2,910.00
				DEPARTMENT 171 INFORMATION TECHNOLOGY TOTAL:		2,910.00

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 172 HUMAN RESOURCES BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12261	OFFICE PEEPS INC	I-202009157768	101-4-172-4260	MISC SUPPLIES		7.98
01-12782	SD NEWSPAPER SERVICE	I-202009157814	101-4-172-4230	JOB POSTINGS		1,109.42
01-19570	HUNGERFORD CHIROPRACTIC	I-202009147703	101-4-172-4220	INSTANT DRUG TESTING		60.00
01-22334	INDEED INC	I-202009147706	101-4-172-4230	JOB POSTINGS		110.79

DEPARTMENT 172 HUMAN RESOURCES TOTAL: 1,288.19

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

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-202009147631	101-4-211-4265	PATROL VEHICLE FUEL		606.46
01-10354	BROOKINGS CITY UTILITIE	I-202009147638	101-4-211-4280	SHERIFFS OFFICE		442.56
01-10541	CENTURY BUSINESS PRODUC	I-202009147667	101-4-211-4250	COPIER CONTRACT		162.44
01-10918	EINSPAHR AUTO PLAZA	I-202009147686	101-4-211-4251	PATROL VEHICLE MAINT		48.55
01-11038	FIRST BANK & TRUST	I-202009147689	101-4-211-4265	SEPTEMBER BILL		2,624.98
01-11038	FIRST BANK & TRUST	I-202009147689	101-4-211-4260	SEPTEMBER BILL		88.00
01-11078	FOERSTER DISTRIBUTING	I-202009147692	101-4-211-4260	JANITORIAL JAIL SUPPLIES		514.50
01-11453	HY-VEE FOOD STORE	I-202009147704	101-4-211-4290	INMATE MEALS		19,874.97
01-11719	L&L AUTO & TRUCK PARTS	I-202009157717	101-4-211-4251	PATROL VEHICLE PARTS		34.30
01-11719	L&L AUTO & TRUCK PARTS	I-202009157717	101-4-211-4260	PATROL VEHICLE PARTS		121.61
01-12444	PRAIRIE GRAPHICS	I-202009157783	101-4-211-4262	FACEMASKS		306.19
01-18134	WALBURG, DUANE	I-202009157832	101-4-211-4221	ANIMAL CONTROL MILEAGE		45.78
01-18134	WALBURG, DUANE	I-202009157833	101-4-211-4221	ANIMAL CONTROL MILEAGE		50.40
01-19107	CREATIVE PRODUCT SOURCI	I-202009147680	101-4-211-4260	CREATIVE PRODUCT SOURCING INC		1,585.12
01-20016	HOMETOWN SERVICE & TIRE	I-202009147700	101-4-211-4251	PATROL PARTS		1,039.19
01-20466	AT&T MOBILITY	I-202009147620	101-4-211-4280	SHERIFF		400.40
01-21166	CENTURY LINK	I-202009147669	101-4-211-4280	SHERIFFS OFFICE		164.43
01-22093	ONE OFFICE SOLUTION	I-202009157778	101-4-211-4260	BACK ORDERED SUPPLIES		5.07

DEPARTMENT 211 SHERIFF'S OFFICE TOTAL: 28,114.95

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID
PACKET: 02333 9.22.2020 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 212 COUNTY JAIL BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10354	BROOKINGS CITY UTILITIE	I-202009147637	101-4-212-4280	DET CENT UTILITIES		3,123.35
01-10357	AVERA MEDICAL GROUP	I-202009147627	101-4-212-4263	INMATE MEDICAL		2,306.25
01-10390	BROOKINGS HEALTH SYSTEM	I-202009147652	101-4-212-4263	INMATE MEDICAL		13,037.82
01-10541	CENTURY BUSINESS PRODUC	I-202009147667	101-4-212-4250	COPIER CONTRACT		154.31
01-10670	COOK'S WASTEPAPER & REC	I-202009147675	101-4-212-4280	CARDBOARD SERVICE		277.81
01-11304	KONARD O HAUFFE DDS PC	I-202009147697	101-4-212-4263	INMATE DENTAL		129.00
01-11855	MCKEEVER'S VENDING	I-202009157750	101-4-212-4260	INMATE COMMISARY		871.92
01-12236	NORTHWESTERN ENERGY	I-202009157764	101-4-212-4280	NATURAL GAS SERVICES		24.77
01-12365	PENNINGTON COUNTY JAIL	I-202009157780	101-4-212-4271	INMATE TRANSPORT		409.10
01-12444	PRAIRIE GRAPHICS	I-202009157784	101-4-212-4260	JAIL UNIFORMS		471.80
01-20275	LEWIS DRUG INC	I-202009157721	101-4-212-4262	AUGUST PRESCRIPTIONS		812.99
01-20275	LEWIS DRUG INC	I-202009157721	101-4-212-4261	AUGUST PRESCRIPTIONS		22.94
01-20516	AVERA MCKENNAN HOSPITAL	I-202009147625	101-4-212-4263	INMATE MEDICAL		2,292.08
01-21066	AVERA MEDICAL GROUP - A	I-202009147626	101-4-212-4263	INMATE MEDICAL		1,048.00
01-21156	SANFORD HEALTH	I-202009157803	101-4-212-4263	INMATE MEDICAL		5,645.00
01-21803	BUHLS OF BROOKINGS CLEA	I-202009147660	101-4-212-4250	JAIL SUPPLIES		81.80
01-22002	PROCHEM DYNAMICS LLC	I-202009157785	101-4-212-4260	JAIL CLEANING SUPPLIES		1,029.72
01-22141	SATELLITE TRACKING OF P	I-202009157804	101-4-212-4273	BLUTAG ACTIVE		1,228.50
01-22530	WATER WORKS LLC	I-202009157835	101-4-212-4260	50 BAGS OF SALT		149.70
01-22579	CORRECT RX PHARMACY SER	I-202009147679	101-4-212-4262	INMATE PRESCRIPTION COSTS		16.00

DEPARTMENT 212 COUNTY JAIL TOTAL: 33,132.86

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 213 CORONER BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10915	EIDSNESS FUNERAL HOME	I-202009147685	101-4-213-4220	CORONER FEES		340.00
				DEPARTMENT 213 CORONER	TOTAL:	340.00

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 214 JUVENILE DETENTION BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12037	MINNEHAHA COUNTY JDC	I-202009157753	101-4-214-4291	JDC COSTS		1,184.50
				DEPARTMENT 214 JUVENILE DETENTION	TOTAL:	1,184.50

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

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-202009157730	101-4-221-4291	GRAIN BIN RESCUE KIT		3,892.45
				DEPARTMENT 221 FIRE DEPARTMENT TRUST TOTAL:		3,892.45

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

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-202009147612	101-4-223-4250	COPIER CONTRACT		20.29
01-10204	BANNER ASSOCIATES	I-202009147630	101-4-223-4220	MEDARY TOWNSHIP PROF SERVICES		3,948.00

DEPARTMENT 223 DRAINAGE COMMISSION TOTAL: 3,968.29

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 411 WELFARE BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10354	BROOKINGS CITY UTILITIE	I-202009147639	101-4-411-4252	COP UTILITIES		650.00
01-10354	BROOKINGS CITY UTILITIE	I-202009147640	101-4-411-4252	COP UTILITIES		612.60
01-10354	BROOKINGS CITY UTILITIE	I-202009147641	101-4-411-4252	COP UTILITIES		212.27
01-10354	BROOKINGS CITY UTILITIE	I-202009147642	101-4-411-4252	COP UTILITIES		352.41
01-10354	BROOKINGS CITY UTILITIE	I-202009147643	101-4-411-4252	COP UTILITIES		507.20
01-10354	BROOKINGS CITY UTILITIE	I-202009147644	101-4-411-4252	COP UTILITIES		240.74
01-10354	BROOKINGS CITY UTILITIE	I-202009147645	101-4-411-4252	COP UTILITIES		77.07
01-10354	BROOKINGS CITY UTILITIE	I-202009147646	101-4-411-4252	COP UTILITIES		600.00
01-10915	EIDSNESS FUNERAL HOME	I-202009147684	101-4-411-4255	COUNTY BURIAL		3,000.00
01-12236	NORTHWESTERN ENERGY	I-202009157763	101-4-411-4252	COP UTILITIES		153.13
01-12261	OFFICE PEEPS INC	I-202009157768	101-4-411-4272	MISC SUPPLIES		11.97
01-12915	SIOUX VALLEY ENERGY	I-202009157809	101-4-411-4252	COP UTILITIES		135.00
01-21522	MORIARTY RENTALS	I-202009157754	101-4-411-4251	COP RENT		650.00
01-21522	MORIARTY RENTALS	I-202009157756	101-4-411-4251	COP RENT		650.00
01-22289	HOUSING HUB	I-202009147702	101-4-411-4251	COP RENT		650.00
01-22417	ECONO LODGE INN & SUITE	I-202009147683	101-4-411-4251	3 NIGHTS OF HOUSING		218.55
01-22430	EILEEN ABERLE	I-202009147614	101-4-411-4262	ANNUAL SCHOOL		518.12
01-22716	BRITTANY LITWIN	I-202009157725	101-4-411-4251	COP RENT		650.00

DEPARTMENT 411 WELFARE TOTAL: 9,889.06

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID
PACKET: 02333 9.22.2020 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 421 COMMUNITY HEALTH NURSE BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202009147610	101-4-421-4250	COPIER CONTRACT		55.82
01-12261	OFFICE PEEPS INC	I-202009157768	101-4-421-4260	MISC SUPPLIES		120.00
				DEPARTMENT 421 COMMUNITY HEALTH NURSE TOTAL:		175.82

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 433 ICAP BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-11486	INTER-LAKES COMMUNITY A	I-202009147709	101-4-433-4290	COMMUNITY SERVICE WORKER		4,048.25
				DEPARTMENT 433 ICAP	TOTAL:	4,048.25

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

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-202009157720	101-4-441-4220	BMI INTAKE		368.00
01-11805	LINCOLN COUNTY AUDITOR	I-202009157724	101-4-441-4220	MENTAL ILLNESS EXPENSES		1,199.40
01-12033	MINNEHAHA COUNTY AUDITO	I-202009157752	101-4-441-4220	MI COST REIMBURSEMENT		38.00
01-13441	YANKTON COUNTY SHERIFF	I-202009157844	101-4-441-4270	CIVIL PAPERS		50.00
01-13441	YANKTON COUNTY SHERIFF	I-202009157845	101-4-441-4270	CIVIL PAPERS		50.00
01-13441	YANKTON COUNTY SHERIFF	I-202009157846	101-4-441-4270	CIVIL PAPERS		50.00
01-13441	YANKTON COUNTY SHERIFF	I-202009157847	101-4-441-4270	CIVIL PAPERS		50.00
01-13442	YANKTON COUNTY TREASURE	I-202009157848	101-4-441-4220	MI CHARGES		245.00
01-20194	JENNIFER GOLDAMMER	I-202009147694	101-4-441-4220	MENTAL HEALTH TIME		1,202.80
01-20560	HORN LAW OFFICE, PROF.	I-202009147701	101-4-441-4290	MI HEARING		211.00
01-20920	LEWNO, LUCY	I-202009157722	101-4-441-4220	INVOLUNTARY MI HEARING		166.50
01-20920	LEWNO, LUCY	I-202009157723	101-4-441-4220	INVOLUNTARY MI HEARING		166.50
01-21605	KATTERHAGEN, MARK	I-202009147712	101-4-441-4220	MI HEARING		15.00
01-21605	KATTERHAGEN, MARK	I-202009147713	101-4-441-4220	MI HEARING		15.00
01-22147	DARCY LOCKWOOD	I-202009157726	101-4-441-4220	INV MI HEARING		15.00
01-22147	DARCY LOCKWOOD	I-202009157727	101-4-441-4220	INV MI HEARING		15.00
01-22305	AUDRA HILL CONSULTING I	I-202009147624	101-4-441-4220	MI HEARING		329.70

DEPARTMENT 441 BEHAVIORAL HEALTH TOTAL: 4,186.90

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 511 PUBLIC LIBRARIES BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10807	DEUBROOK COMMUNITY LIBR	I-202009147682	101-4-511-4291	DEUBROOK LIBRARY ALLOCATION		3,000.00
				DEPARTMENT 511 PUBLIC LIBRARIES	TOTAL:	3,000.00

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 528 BCOAC BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10354	BROOKINGS CITY UTILITIE	I-202009147650	101-4-528-4280	BCOAC		2,949.10
01-10670	COOK'S WASTEPAPER & REC	I-202009147678	101-4-528-4280	COURTHOUSE/BCOAC SERVICE		172.64
01-11371	HILLYARD/SIOUX FALLS	I-202009147698	101-4-528-4260	JANITORIAL ITEMS FOR BCOAC		14.65
01-11498	INTERSTATE TELECOM. COO	I-202009147710	101-4-528-4280	EXTENSION PHONES		182.56
01-11827	LOWE'S	I-202009157729	101-4-528-4260	HVAC SUPPLIES		28.81
01-12236	NORTHWESTERN ENERGY	I-202009157762	101-4-528-4280	NATURAL GAS USAGE		53.20
01-12309	OUTLAW GRAPHICS	I-202009157779	101-4-528-4293	SIGNAGE/FILM FOR BAFFLES		1,795.00
01-12309	OUTLAW GRAPHICS	I-202009157779	101-4-528-4250	SIGNAGE/FILM FOR BAFFLES		155.00
01-12666	RUNNING'S SUPPLY INC	I-202009157800	101-4-528-4260	BOLTS/AMMO/WEED KILLER		364.69
01-12666	RUNNING'S SUPPLY INC	I-202009157800	101-4-528-4250	BOLTS/AMMO/WEED KILLER		77.21
01-21803	BUHLS OF BROOKINGS CLEA	I-202009147661	101-4-528-4220	3 RUGS		38.90
01-22221	ALPHAMEDIA USA LLC	I-202009147618	101-4-528-4230	SALES BLITZ PACKAGE		420.00
01-22323	MAPLE LEAF PRESS INC	I-202009157740	101-4-528-4260	TARGETS FOR RANGE		167.00
01-22365	SOUTHPAW DEFENSE	I-202009157815	101-4-528-4220	ENHANCED CLASS		427.50
01-22431	RAZORS EDGE GROUNDS KEE	I-202009157789	101-4-528-4250	MOW		720.00
01-22459	JACKRABBIT SPORTS PROPE	I-202009147711	101-4-528-4230	LLC SPONSORSHIP		1,000.00
01-22691	ROGERS WAREHOUSE	I-202009157797	101-4-528-4260	RANGE AMMO		499.80

DEPARTMENT 528 BCOAC TOTAL: 9,066.06

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID
PACKET: 02333 9.22.2020 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 611 COUNTY EXTENSION BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10541	CENTURY BUSINESS PRODUC	I-202009147666	101-4-611-4250	COPIER CONTRACT		155.64
01-10670	COOK'S WASTEPAPER & REC	I-202009147676	101-4-611-4280	SINGLE STREAM SERVICE		7.50
01-11498	INTERSTATE TELECOM. COO	I-202009147710	101-4-611-4280	EXTENSION PHONES		186.60
01-12145	NATIONAL 4-H COUNCIL -	I-202009157758	101-4-611-4260	4H MERCHANDISE/AWARDS		254.79
01-12261	OFFICE PEEPS INC	I-202009157767	101-4-611-4260	COPY PAPER		79.80
01-12410	PITNEY BOWES	I-202009157782	101-4-611-4261	RENTAL CHARGE		303.18
01-12666	RUNNING'S SUPPLY INC	I-202009157799	101-4-611-4260	SORTING PANELS/RATCHET STRAPS		443.44
01-13120	SWIFTEL CENTER	I-202009157818	101-4-611-4291	4H ACHIEVEMENT DAYS		2,177.57
01-19736	MACK, SONIA	I-202009157731	101-4-611-4270	STATE HORSE SHOW/FAIR TRAVEL		686.44
01-22715	NATIONAL ASSOCIATION OF	I-202009157757	101-4-611-4270	VIRTUAL CONFERENCE		200.00

DEPARTMENT 611 COUNTY EXTENSION TOTAL: 4,494.96

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 615 WEED CONTROL BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10047	AGFIRST FARMERS COOP	I-202009147616	101-4-615-4260	RODEO		52.50
01-10354	BROOKINGS CITY UTILITIE	I-202009147647	101-4-615-4280	TELEPHONE AND INTERNET SERVIC		34.42
01-10354	BROOKINGS CITY UTILITIE	I-202009147648	101-4-615-4260	WATER FOR TRUCK SHED		308.30
01-10469	C&R SUPPLY INC	I-202009147664	101-4-615-4360	WIND METERS/HAND SPRAY NOZZLE		562.00
01-11719	L&L AUTO & TRUCK PARTS	I-202009157719	101-4-615-4260	HOSE ASSY/CABLE TIES		63.16
01-12236	NORTHWESTERN ENERGY	I-202009157766	101-4-615-4260	HEAT FOR TRUCK SHED		10.00
01-12261	OFFICE PEEPS INC	I-202009157768	101-4-615-4260	MISC SUPPLIES		6.02
01-12666	RUNNING'S SUPPLY INC	I-202009157802	101-4-615-4260	VALVE		225.60
01-13089	STURDEVANT'S AUTO PARTS	I-202009157817	101-4-615-4260	O-RING PACK		1.08
01-13266	VAN DIEST SUPPLY COMPAN	I-202009157829	101-4-615-4260	GRASLAN		9,500.00
01-19479	ATCO INTERNATIONAL	I-202009147619	101-4-615-4260	RETURN FREIGHT CHARGE		34.26
01-19931	OLSON, STEVE	I-202009157777	101-4-615-4270	WEED & PEST BOARD MEETING		16.80
01-20308	BAUER, TIM	I-202009147632	101-4-615-4270	WEED & PEST MILEAGE		9.24
01-21197	MOSER, MISTY	I-202009157755	101-4-615-4270	WEED & PEST MEETING		175.71

DEPARTMENT 615 WEED CONTROL TOTAL: 10,999.09

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 711 PLANNING & ZONING BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202009147612	101-4-711-4250	COPIER CONTRACT		60.88
01-10371	BROOKINGS REGISTER	I-202009147656	101-4-711-4230	PUBLICATIONS		290.33
01-22073	RFD NEWSPAPERS INC	I-202009157794	101-4-711-4230	PUBLICATIONS		218.87

DEPARTMENT 711 PLANNING & ZONING TOTAL: 570.08

FUND 101 GENERAL FUND TOTAL: 198,428.51

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID
PACKET: 02333 9.22.2020 CLAIMS
FUND : 201 ROAD & BRIDGE FUND
DEPARTMENT: 311 HIGHWAY ADMINISTRATION BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202009147609	201-4-311-4250	COPIER CONTRACT		118.14
01-10204	BANNER ASSOCIATES	I-202009147629	201-4-311-4221	BRUCE DESIGN		2,068.00
01-10303	BOYER TRUCKS	I-202009147635	201-4-311-4260	U JOINT		37.46
01-10307	BOWES CONSTRUCTION	I-202009147634	201-4-311-4260	ASPHALT		2,561.97
01-10354	BROOKINGS CITY UTILITIE	I-202009147649	201-4-311-4280	WATER/SEWER/ELECTRIC/TELEPHON		1,033.04
01-10372	BROOKINGS-DEUEL RWS	I-202009147658	201-4-311-4280	WATER AT BRUCE SHOP		26.80
01-10457	BUTLER MACHINERY CO	I-202009147662	201-4-311-4260	DIAGNOTIC BOTTLES		1,598.24
01-10469	C&R SUPPLY INC	I-202009147663	201-4-311-4260	SUPPLIES		535.76
01-10509	CARQUEST AUTO PARTS STO	I-202009147665	201-4-311-4260	FILTERS/BELT/SHOP		734.83
01-10670	COOK'S WASTEPAPER & REC	I-202009147677	201-4-311-4250	HIGHWAY SERVICE		169.24
01-10744	DAKOTA RIGGERS & TOOL I	I-202009147681	201-4-311-4260	CABLE SLING		251.60
01-10799	SD DEPT OF TRANSPORTATI	I-202009157807	201-4-311-4221	ROAD WORK		154,415.82
01-10984	L.G. EVERIST INC	I-202009157716	201-4-311-4260	CRUSHED QUARTZITE		310.83
01-11078	FOERSTER DISTRIBUTING	I-202009147691	201-4-311-4260	JANITOR SUPPLIES		84.00
01-11177	GEOTEK ENGINEERING INC	I-202009147693	201-4-311-4220	TESTING ON OVERLAY		2,066.80
01-11196	GRAINGER	I-202009147695	201-4-311-4260	FLOOR DRILL PRESS		1,582.00
01-11719	L&L AUTO & TRUCK PARTS	I-202009157718	201-4-311-4260	PLUG, AIR FILTER, SPLASH GUAR		377.21
01-11827	LOWE'S	I-202009157728	201-4-311-4260	FILTERS/SUPPLIES		895.69
01-11909	MARTIN OIL COMPANY	I-202009157741	201-4-311-4260	MOBIL CMP/OIL		4,748.00
01-12236	NORTHWESTERN ENERGY	I-202009157765	201-4-311-4280	HIGHWAY/TRUCK SHOP		20.86
01-12261	OFFICE PEEPS INC	I-202009157769	201-4-311-4260	office supplies		49.48
01-12484	PRUSSMAN CONTRACTING CO	I-202009157787	201-4-311-4250	CULVERT WORK		6,479.55
01-12666	RUNNING'S SUPPLY INC	I-202009157798	201-4-311-4260	FITTINGS/BOLTS		510.08
01-12898	TOWN OF SINAI	I-202009157825	201-4-311-4280	SEWER AND GARBAGE		64.00
01-12917	SIOUX VALLEY ENERGY	I-202009157810	201-4-311-4280	ELECTRIC		248.00
01-13089	STURDEVANT'S AUTO PARTS	I-202009157816	201-4-311-4260	SUPPLIES		388.33
01-13223	ULINE	I-202009157830	201-4-311-4260	HAND SANITIZER/TRASH BAGS		219.35
01-13319	WW TIRE SERVICE INC	I-202009157843	201-4-311-4250	TIRE REPAIR		59.95
01-13375	WHEELCO TRUCK & TRAILER	I-202009157836	201-4-311-4260	WEED DEPT INVENTORY		808.56
01-13379	CITY OF WHITE	I-202009147673	201-4-311-4280	WATER/SEWER/ELECTRIC		82.81
01-20236	RDO EQUIPMENT CO	I-202009157791	201-4-311-4260	GASKET, PEDAL, BEACON LIGHT		1,447.79
01-20475	INDUSTRIAL MACHINE & EN	I-202009147707	201-4-311-4260	COUPLING		100.00
01-20512	CHS	I-202009147671	201-4-311-4265	DIESEL		10,144.68
01-20513	INTERSTATE POWER SYSTEM	I-202009147708	201-4-311-4250	SERVICE CALL		1,159.50
01-20514	KINGBROOK RURAL WATER	I-202009147715	201-4-311-4280	WATER SINAI		33.00
01-21561	TITAN MACHINERY	I-202009157823	201-4-311-4260	SWITCH		406.27
01-22166	BRUNA ELECTRIC	I-202009147659	201-4-311-4250	3		606.10
01-22301	TRANSOURCE	I-202009157826	201-4-311-4260	INVENTORY/SWITCH		329.14
01-22342	CINTAS CORPORATION	I-202009147672	201-4-311-4250	UNIFORM		166.75
01-22469	KIMBALL MIDWEST	I-202009147714	201-4-311-4260	SHOP		734.93
01-22585	CLARK ENGINEERING	I-202009147674	201-4-311-4220	OVERLAY		8,414.66

DEPARTMENT 311 HIGHWAY ADMINISTRATION TOTAL: 206,089.22

FUND 201 ROAD & BRIDGE FUND TOTAL: 206,089.22

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

FUND : 226 EMERGENCY MANAGEMENT

DEPARTMENT: 222 EMERGENCY & DISASTER SERV BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-11461	IAEM	I-202009147705	226-4-222-4220	MEMBERSHIP DUES		195.00
01-20466	AT&T MOBILITY	I-202009147621	226-4-222-4250	NIGHTHAWK MIFI MOBILE		40.04
				DEPARTMENT 222 EMERGENCY & DISASTER S TOTAL:		235.04
				FUND 226 EMERGENCY MANAGEMENT TOTAL:		235.04

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

FUND : 248 24/7 PROGRAM

DEPARTMENT: 212 24/7 PROGRAM BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-20731	REDWOOD TOXICOLOGY LABO	I-202009157792	248-4-212-4260	DRUG PATCHES		178.99
01-21649	PHARMCHEM INC	I-202009157781	248-4-212-4260	SWEAT PATCH ANALYSIS		833.90
				DEPARTMENT 212 24/7 PROGRAM	TOTAL:	1,012.89
				FUND 248 24/7 PROGRAM	TOTAL:	1,012.89

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

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-202009147611	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: 02333 9.22.2020 CLAIMS

FUND : 304 DETENTION CNTR EXPANSION

DEPARTMENT: 890 DETENTION CNTR EXPANSION BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22167	BOARMAN KROOS VOGEL GRO	I-202009147633	304-4-890-4220	DET CENTER EXPANSION PROF SER		90,262.20
				DEPARTMENT 890 DETENTION CNTR EXPANSI TOTAL:		90,262.20
				FUND 304 DETENTION CNTR EXPANSI TOTAL:		90,262.20

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

FUND : 768 STATEWIDE 24/7 SOBRIETY

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-21563	SD ATTORNEY GENERAL'S O	I-202009157811	768-2-2092000	24/7 SOBRIETY PROGRAM		787.00
01-21563	SD ATTORNEY GENERAL'S O	I-202009157812	768-2-2090000	24/7 SOBRIETY PROGRAM		191.00
01-21563	SD ATTORNEY GENERAL'S O	I-202009157813	768-2-2091000	24/7 SOBRIETY PROGRAM		2,920.00

DEPARTMENT 0000 NON-DEPARTMENTAL TOTAL: 3,898.00

FUND 768 STATEWIDE 24/7 SOBRIET TOTAL: 3,898.00

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID
PACKET: 02333 9.22.2020 CLAIMS
FUND : 770 TAX SALE REDEMPTION
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22448	EMPIRE INVESTMENTS LLC	I-202009147687	770-2-2090000	CERT#18-91 RED#1533		25,706.63
				DEPARTMENT 0000 NON-DEPARTMENTAL	TOTAL:	25,706.63
				FUND 770 TAX SALE REDEMPTION	TOTAL:	25,706.63

VENDOR SET: 01 Brookings County ITEMS PRINTED: PAID, UNPAID

PACKET: 02333 9.22.2020 CLAIMS

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-202009157806	775-2-2090000	ROD MOD&PRES RELIEF FUND		1,146.00
				DEPARTMENT 0000 NON-DEPARTMENTAL	TOTAL:	1,146.00
				FUND 775 ROD Relief Flow-Thru F	TOTAL:	1,146.00
					REPORT GRA TOTAL:	526,833.28

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
2020	101-4-111-4220	PROFESSIONAL SERV. & FEES	2,092.00	45,000	11,258.30				
	101-4-111-4230	PUBLISHING	3,412.27	40,000	16,688.74				
	101-4-111-4260	SUPPLIES & MATERIALS	202.99	4,000	1,609.27				
	101-4-111-4267	POSTAGE	52.39	32,500	2,066.14				
	101-4-120-4230	PUBLISHING	779.00	18,000	11,241.45				
	101-4-120-4260	ELECTION SUPPLIES	174.68	15,000	4,179.88				
	101-4-130-4222	ADULT DEFENSE	36,002.38	525,000	129,664.76				
	101-4-130-4224	TRANSCRIPTS (LIENABLE)	22.80	5,000	4,426.20				
	101-4-130-4226	TRANSCRIPTS (NON)	506.60	9,000	4,893.80				
	101-4-130-4230	BLOOD TESTS	7,235.27	95,000	21,530.11				
	101-4-130-4280	JURY & WITNESS	457.80	15,000	7,193.68				
	101-4-130-4290	COURT CASE EXPENSE	13,836.09	40,000	4,204.41				
	101-4-130-4340	LAW LIBRARY	360.50	20,000	17,070.74				
	101-4-143-4260	SUPPLIES & MATERIALS	254.11	15,000	5,928.15				
	101-4-143-4270	TRAVEL & CONFERENCE	1,897.11	6,000	1,747.71				
	101-4-151-4260	SUPPLIES & MATERIALS	420.65	30,000	14,791.93				
	101-4-161-4243	ADMIN BUILDING OPERATION E	25.89	200,000	110,906.19				
	101-4-161-4250	REPAIRS AND MAINTENANCE	2,914.92	90,000	40,657.27				
	101-4-161-4260	SUPPLIES & MATERIALS	943.58	6,000	2,073.64				
	101-4-161-4280	UTILITIES/COURTHOUSE	4,569.01	53,000	21,043.16				
	101-4-161-4282	UTILITIES/1921 BLDG.	36.45	725	235.17				
	101-4-161-4283	UTILITIES/COMM. HEALTH	266.28	3,000	834.76				
	101-4-162-4260	SUPPLIES &N MATERIALS	315.34	8,500	985.31				
	101-4-163-4260	SUPPLIES & MATERIALS	105.30	1,500	598.03				
	101-4-165-4260	SUPPLIES & MATERIALS	283.64	2,000	895.37				
	101-4-171-4221	DATA PROCESSING/SOFTWARE	2,910.00	239,621	32,275.15				
	101-4-172-4220	PROFESSIONAL SERVICES	60.00	18,000	3,506.35				
	101-4-172-4230	PUBLISHING	1,220.21	7,000	46.83				
	101-4-172-4260	SUPPLIES & MATERIALS	7.98	1,000	437.93-	Y			
	101-4-211-4221	ANIMAL CONTROL	96.18	5,000	3,709.18				
	101-4-211-4250	BUILDING MAINTENANCE	162.44	42,000	21,275.65				
	101-4-211-4251	VEHICLE MAINTENANCE	1,122.04	0	3,268.85-	Y			
	101-4-211-4260	SUPPLIES & MATERIALS	2,314.30	20,000	12,838.69				
	101-4-211-4262	UNIFORMS/EQUIPMENT	306.19	4,000	2,893.06				
	101-4-211-4265	FUEL/GASOLINE	3,231.44	52,000	28,150.86				
	101-4-211-4280	UTILITIES	1,007.39	20,000	3,938.66				
	101-4-211-4290	OTHERS/GRANT	19,874.97	3,000	34,249.67-	Y			
	101-4-212-4250	BUILDING MAINTENANCE	236.11	40,000	24,566.35				
	101-4-212-4260	SUPPLIES & MATERIALS	2,523.14	45,000	2,608.01				
	101-4-212-4261	MEDICAL (PRISONERS)	22.94	3,000	1,990.75				
	101-4-212-4262	MEDICINE/RX	828.99	24,000	16,627.91				
	101-4-212-4263	MEDICAL SERVICE/LIENABLE	24,458.15	34,000	20,178.83-	Y			
	101-4-212-4271	TRANSPORT PRISONER	409.10	8,000	7,020.76				
	101-4-212-4273	ELECTRONIC MONITOR	1,228.50	12,000	2,341.00				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	101-4-212-4280	UTILITIES	3,425.93	42,000	13,041.43				
	101-4-213-4220	PROFESSIONAL SERV. & FEES	340.00	25,000	7,780.00				
	101-4-214-4291	JDC-MINNEHAHA COUNTY	1,184.50	100,000	85,786.00				
	101-4-221-4291	EMERGENCY TRUCK-LONG TERM	3,892.45	110,000	96,634.55				
	101-4-223-4220	PROFESSIONAL SERV. & FEES	3,948.00	300	8,738.20-	Y			
	101-4-223-4250	REPAIRS AND MAINTENANCE	20.29	200	26.59				
	101-4-411-4251	RENT	2,818.55	30,000	13,510.20				
	101-4-411-4252	UTILITIES	3,540.42	8,000	1,657.16				
	101-4-411-4255	FUNERALS	3,000.00	20,000	8,000.00				
	101-4-411-4262	TRAVEL/ASSIST.	518.12	600	103.12-	Y			
	101-4-411-4272	SUPPLIES & MATERIALS	11.97	1,000	242.90				
	101-4-421-4250	REPAIRS AND MAINTENANCE	55.82	1,101	534.55				
	101-4-421-4260	SUPPLIES & MATERIALS	120.00	800	680.00				
	101-4-433-4290	COMMUNITY WORKER	4,048.25	16,193	4,048.25				
	101-4-441-4220	PROFESSIONAL SERV. & FEES	3,775.90	50,000	11,959.70				
	101-4-441-4270	TRAVEL	200.00	1,200	450.00				
	101-4-441-4290	CRT APPORT. ATT'Y/M.I.	211.00	20,000	16,048.07				
	101-4-511-4291	OTHERS (DEUBROOK LIB.)	3,000.00	3,000	0.00				
	101-4-528-4220	PROFESSIONAL SERV & FEES	466.40	4,500	1,818.05-	Y			
	101-4-528-4230	PUBLISHING	1,420.00	20,000	4,496.00				
	101-4-528-4250	REPAIR & MAINT	952.21	45,000	30,440.21				
	101-4-528-4260	SUPPLIES & MATERIALS	1,074.95	35,000	19,491.00				
	101-4-528-4280	UTILITIES	3,357.50	40,000	16,331.71				
	101-4-528-4293	FIREARM RANGE UPKEEP	1,795.00	25,000	22,074.76				
	101-4-611-4250	REPAIRS AND MAINTENANCE	155.64	6,000	4,060.43				
	101-4-611-4260	SUPPLIES & MATERIALS	778.03	11,000	5,318.93				
	101-4-611-4261	POSTAGE REIMBURSEMENT FROM	303.18	2,500	990.46				
	101-4-611-4270	TRAVEL & CONFERENCE	886.44	5,000	3,845.18				
	101-4-611-4280	UTILITIES	194.10	3,500	1,647.98				
	101-4-611-4291	DIRT	2,177.57	5,000	2,822.43				
	101-4-615-4260	SUPPLIES & MATERIALS	10,200.92	60,000	5,932.43-	Y			
	101-4-615-4270	TRAVEL & CONFERENCE	201.75	3,300	2,266.14				
	101-4-615-4280	TELEPHONE	34.42	2,500	1,399.64				
	101-4-615-4360	MACHINERY AND TRUCKS	562.00	0	1,592.69-	Y			
	101-4-711-4230	PUBLISHING	509.20	2,300	93.30				
	101-4-711-4250	REPAIRS & MAINTENANCE	60.88	2,160	1,490.33				
	201-4-311-4220	PROFESSIONAL SERVICES	10,481.46	250,000	141,861.90				
	201-4-311-4221	BIG MATCHING GRANT	156,483.82	2,146,739	1499,301.79				
	201-4-311-4250	REPAIRS & MAINT.	8,759.23	2,000,000	744,005.27-	Y			
	201-4-311-4260	SUPPLIES & MATERIALS	18,711.52	1,100,000	253,436.97				
	201-4-311-4265	FUEL/GASOLINE	10,144.68	200,000	102,478.26				
	201-4-311-4280	UTILITIES	1,508.51	30,000	9,362.47				
	226-4-222-4220	PROFESSIONAL SERV. & FEES	195.00	1,500	1,175.00				
	226-4-222-4250	REPAIRS AND MAINTENANCE	40.04	2,500	346.32-	Y			
	248-4-212-4260	SUPPLIES & MATERIALS	1,012.89	30,000	23,850.16				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=========LINE ITEM========= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	=======GROUP BUDGET======= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	250-4-163-4250	REPAIRS & MAINTENANCE	54.79	2,500	1,552.87				
	304-4-890-4220	PROFESSIONAL SERVICES	90,262.20	150,000	205,466.27-	Y			
	768-2-2090000	AM'T HELD FOR STATEWIDE 2	191.00						
	768-2-2091000	AM'T HELD FOR 24/7 SCRAM F	2,920.00						
	768-2-2092000	AMT HELD FOR 24/7 RBT FEES	787.00						
	770-2-2090000	DUE TO CERTIFICATE HOLDER	25,706.63						
	775-2-2090000	Amt Held for ROD Relief Fu	1,146.00						
		** 2020 YEAR TOTALS	526,833.28						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-111	COMMISSIONERS	5,759.65
101-120	ELECTIONS	953.68
101-130	JUDICIAL SYSTEM	58,421.44
101-143	FINANCE OFFICE	2,151.22
101-151	STATES ATTORNEY	420.65
101-161	COUNTY BUILDING	8,756.13
101-162	DIRECTOR OF EQUALIZATION	315.34
101-163	REGISTER OF DEEDS	105.30
101-165	VETERAN'S SERVICE	283.64
101-171	INFORMATION TECHNOLOGY	2,910.00
101-172	HUMAN RESOURCES	1,288.19
101-211	SHERIFF'S OFFICE	28,114.95
101-212	COUNTY JAIL	33,132.86
101-213	CORONER	340.00
101-214	JUVENILE DETENTION	1,184.50
101-221	FIRE DEPARTMENT TRUST	3,892.45
101-223	DRAINAGE COMMISSION	3,968.29
101-411	WELFARE	9,889.06
101-421	COMMUNITY HEALTH NURSE	175.82
101-433	ICAP	4,048.25
101-441	BEHAVIORAL HEALTH	4,186.90
101-511	PUBLIC LIBRARIES	3,000.00
101-528	BCOAC	9,066.06
101-611	COUNTY EXTENSION	4,494.96
101-615	WEED CONTROL	10,999.09
101-711	PLANNING & ZONING	570.08
101 TOTAL	GENERAL FUND	198,428.51

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
201-311	HIGHWAY ADMINISTRATION	206,089.22
201 TOTAL	ROAD & BRIDGE FUND	206,089.22
226-222	EMERGENCY & DISASTER SERV	235.04
226 TOTAL	EMERGENCY MANAGEMENT	235.04
248-212	24/7 PROGRAM	1,012.89
248 TOTAL	24/7 PROGRAM	1,012.89
250-163	ROD Relief Fund	54.79
250 TOTAL	ROD RELIEF FUND	54.79
304-890	DETENTION CNTR EXPANSION	90,262.20
304 TOTAL	DETENTION CNTR EXPANSION	90,262.20
768	NON-DEPARTMENTAL	3,898.00
768 TOTAL	STATEWIDE 24/7 SOBRIETY	3,898.00
770	NON-DEPARTMENTAL	25,706.63
770 TOTAL	TAX SALE REDEMPTION	25,706.63
775	NON-DEPARTMENTAL	1,146.00
775 TOTAL	ROD Relief Flow-Thru Fund	1,146.00
	** TOTAL **	526,833.28

NO ERRORS

** END OF REPORT **

September 01, 2020 thru September 16, 2020

Brookings County South Dakota
Highway Department

- 06-169-138 (north) on BC 77. Visited site on 09/16/2020.

Looking ahead to the closure of Brookings County 20 or (220th St.) from Brookings County 19 or (469th Avenue) to Brookings County 77 or (471st Avenue) while approach grading and asphalt takes place this is what the timeline is currently.

- Pre-stressed girders were placed 09/14/2020 and 09/15/2020
- Bent #2 cap will be poured 09/17/2020
- Final pre stressed girders anticipated placement 09/21/2020 and 09/22/2020
- Continuous concrete deck pour anticipated 09/28/2020
- Closure of Brookings County 20 while grading and asphalt anticipated 10/05/2020 thru 10/16/2020.

This is the anticipated time line to date, of course weather delays will push back those dates but the forecast looks to be favorable.

- 09/14/2020 placement of shoulder material on Brookings County Road 8 completed.
- 09/18/2020 placement of shoulder material on Brookings County Road 46 anticipated to be completed.
- 09/21/2020 placement of shoulder material on Brookings County Road 25 to commence.

- 09/14/2020 & 09/15/2020 I attended the annual County Convention in Sioux Falls.

- 09/16/2020 Safety Benefits visited the Highway Department.

- 09/21/2020 placement of Fog seal material to commence on our recently completed chip seal.

422 Western Ave • Brookings, South Dakota • 57006 • Phone: (605) 696-8270 • Fax: (605) 696-8278 •
◆Website: http://www.brookingscountysd.gov

Brookings County 4-H
Sonia Mack – SDSU Extension 4-H Youth Program Advisor
September 22, 2020

A summer of 4-H amidst the Covid-19 Era has come to an end. Considerable time was spent on making plans in order to hold events, and things went very well. We will use what we have learned and apply to the future if needed.

Currently, members of the Brookings County Extension Office have been exposed to Covid-19 and are working from home. I was planning to attend the September 22, 2020 meeting but will still be quarantining

State Livestock Judging & Skill-a-thon – Taking place on the campus of SDSU on September 18 & 19. Brookings County has 13 youth that will be judging on Saturday.

Summer 4-H Shooting Sports – A shorter muzzle loader and shotgun seasons were held at both Beacon Hill and the Brookings Gun Club. The Fall State 4-H Shoot was held on September 12 & 13 in Mitchell, SD.

- Shotgun, Trap division
    - 8 Brookings County shooters
- Shotgun, Sporting Clays division
    - Joe Hornick, 2nd place senior division
    - 6 additional Brookings County shooters
- Shotgun, Skeet division
    - 3 Brookings County shooters
- Muzzleloading, Bottles
    - Preston Singrey, 1st place junior
    - Elizabeth Shultz, 2nd place senior
    - Dylan Singrey, 3rd place senior
- Muzzleloading, Critters
    - Preston Singrey, 2nd place junior
    - Dylan Singrey, 1st place senior
    - Elizabeth Shultz, 2nd place senior
- Muzzleloading, Bullseye
    - Preston Singrey, 1st place junior
    - Elizabeth Shultz, 1st place senior
    - Dylan Singrey, 3rd place senior
- 2021 Muzzleloading National team members – the team that qualified for the 2020 National 4-H Shoot were not able to participate at the 2020 shoot was cancelled. Elizabeth and Dylan were both planning on participating in 2020 and have secured their spot again for 2021.
    - Elizabeth Shultz
    - Dylan Singrey

Brookings County 4-H Horse Show at the Swiftel Center – July 28 – 10 exhibitors, 1 virtual exhibitor. Groups were limited in size to 15 or less in July. Exhibitors made their trailers a home base and the exhibitor and parents were asked to leave the holding barn/ring once the individual had completed their

class. Participants and their parents were very respectful of the Covid-19 protocols. The State 4-H Horse Show was re-scheduled to August 29 – 30 in Huron; 2 Brookings County 4-H members participated.

Special Foods Contest – 31 youth made recipes that provided a serving from MyPlate (fruit, vegetables, protein, grain, dairy). The contest was held virtually consisting of 2 interactive Zoom sessions between the 4-H member and the judge. One of the Zoom sessions allowed for the completion of the nutrition interview, and the second Zoom interview consisted of a technique demonstration (4-H member measured a solid, a liquid, and a teaspoon/tablespoon) presented by the member to the judge, there were questions asked relevant to the exhibitors recipe and food safety, and the final portion of the Zoom session focused on the table setting that the member had prepared and photographed in advance. A very different way of conducting this Youth in Action contest, but a very successful contest. The contest took place over 6 days.

Fashion Revue Contest – The contest was held at the Brookings County Outdoor Adventure Center. Two panels of judges evaluated over 22 outfits modeled by 4-H members and Cloverbuds. There was no public style show but the exhibitors were featured on our Brookings County 4-H Facebook page. All exhibitors were allowed to register for fashion revue at the State Fair, but only senior 4-H members (ages 14-18) competed in person. All other members submitted their entry virtually.

Public Presentation Contest – 13 public presentations were given to a panel of judges at the Brookings County Outdoor Adventure Center. Topics included music, gardening, hobbies, travel, and beef – to name a few. Three youth gave their presentations during the State Fair.

Achievement Days –

- 405 display exhibits were judged at the Swiftel Center. This year, exhibitors were limited to 10 display exhibits in order to keep youth within a scheduled time frame in order to maintain our group size to the allowed number for our August events.
    - Largest project areas include:
        - Clothing (38)
        - Foods & Nutrition/Food Preservation (26)
        - Home Environment (63)
        - Horticulture (34)
        - Photography (79)
        - Visual Arts (89)
- 233 animal exhibits were judged during achievement days. Exhibitors were limited to 5 large animal entries (beef, dairy cattle, dairy goat, meat goat, sheep) and 5 small animal entries (companion animal, rabbit, poultry)
    - Beef (33)
    - Companion Animal (13)
    - Dairy Cattle (2)
    - Dairy Goat (8)
    - Meat Goats (27)
    - Poultry (32)
    - Rabbit (32)
    - Sheep (44)

- Swine (36)

State Fair

- Covid-19 modifications on the State Fair allowed youth to enter 2 display exhibits, and 2 animals per specie. Display exhibits were on display in county booths, but exhibits were not judged unless the 4-H member was in their last year of 4-H. Youth in Action contests were open to all age divisions, but only senior aged 4-H members (14-18) competed in person. Other age divisions took part in their respective contest(s) virtually.
- 100 animal exhibits housed on the fairgrounds
  - Beef (22)
  - Companion Animal (1)
  - Dairy Cattle (1)
  - Dairy Goat (6)
  - Meat Goats (21)
  - Poultry (5)
  - Rabbit (9)
  - Sheep (15)
  - Swine (21)

Winter Shooting Sports:

- The 4-H Shooting Sports instructors will begin making plans for the 2021 season the end of September with discussion focusing on the Covid-19 protocols in accordance with SDSU, SDSU Extension, and SD 4-H.

4-H Year concludes on September 30 and the new 4-H year begins on October 1.

4-H Year	Enrolled 4-H Members	Registered 4-H Volunteers
2019 - 2020	316	71
2018 – 2019	348	69
2017 – 2018	322	64
2016 – 2017	318	50
2015 – 2016	327	55

National 4-H Week is October 4 – 10. This year's theme *Opportunity 4 All*

Recognition Event

We are working on plans to hold our annual 4-H Recognition Event to highlight the achievements of our 4-H members. Once again, Covid-19 protocols will be followed.

Brookings County Finance Office
Vicki Buseth, Finance Officer
520 3rd Street Suite 100◆Brookings, SD 57006
Phone: (605) 696-8250
vbuseth@brookingscountysd.gov

September 11, 2020

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

Vicki Buseth
Brookings County Finance Officer

Auditor's Account with the Treasurer

August 31, 2020

Auditor's Statement

General Fund	$	16,138,033.85
Road & Bridge	$	5,083,570.08
County Building	$	3,440,126.41
Debt Service/TIF	$	21,465.01
Total Major Funds	$	24,683,195.35
Non-Major County Funds	$	896,302.61
Agency Funds	$	6,982,140.94
Outstanding Credit Cards		
Reconciling Items:		
Reconciling Items:	$	-
GRAND TOTAL	**$**	**32,561,638.90**

Treasurer's Statement

Total Amount of Deposits in Banks	$	32,446,509.85
Checking Account Balance		
1st Bank & Trust, Brookings (AP/PR)	$	8,094.89
1st Bank & Trust, Brookings (daily)	$	13,788.63
Money Market Accounts		
1st Bank & Trust, Brookings (Daily)	$	10,761,776.80
Other Money Markets	$	9,650,782.38
Fiscal Agent/TIF/Verasun	$	-
HVAC	$	-
Investment Money Market	$	9,008,067.15
CD's - Certificates of Deposit	$	3,004,000.00
Currency	$	8,250.00
Coins	$	3.00
Checks Not Exceeding 3 days	$	97,042.34
Change Funds	$	3,905.00
Subtotal (total in Red Book)	$	32,555,710.19
Reconciling Items - Motor Vehicle Error	$	148.20
Reconciling Item - Motor Vehicle Void Checks	$	690.80
Reconciling Item -		
Reconciling Items-interest	$	5,142.23
Reconciling Item-charges	$	(52.52)
GRAND TOTAL	**$**	**32,561,638.90**

AUGUST 2020 ADDITIVES	
AFLAC	$3,819.68
AVESIS	$1,310.04
OFFICE OF CHILD SUPPORT	$1,342.00
DELTA DENTAL	$5,810.10
FLEX ONE	$2,027.96
PRINCIPAL LIFE INSURANCE	$1,750.72
GARNISHMENTS	
LOCAL TEAMSTERS	$1,057.00
SDRS	$47,680.40
SDRS SUPPLEMENTAL	$1,975.00
EFTPS	$94,340.25
WELLMARK	$95,792.38
SDRS SPECIAL PAY PLAN FEE	
SDRS SPECIAL PAY PLAN	
AFLAC GROUP/CAIC PRIMARY	$246.60
TOTAL:	**$257,152.13**

AUGUST 2020 PAYROLL	
COMMISSION/HR	$26,347.47
ELECTIONS	$0.00
FINANCE OFFICE	$29,934.07
STATES ATTORNEY	$37,931.63
EQUALIZATION	$26,474.92
REGISTER OF DEEDS	$12,711.60
VETERANS/WELFARE	$9,349.60
SHERIFF'S OFFICE	$152,871.96
CORONER	$461.54
COMMUNITY HEALTH	$4,757.01
EXTENSION	$2,889.12
WEED	$7,082.09
PLANNING/ZONING	$8,726.10
HIGHWAY	$72,553.19
EMERGENCY MANAGEMENT	$5,832.60
BCOAC	$8,821.75
TECHNOLOGY	$12,480.01
TOTAL:	**$419,224.66**

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

$3676.48 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 August 2020

Weed	426.5/fuel	426/supply	411/salaries	425/equip	Totals	$ Per Gal
Misc Expenses					$ -	$1.836/gas
Trailer					$ -	$1.4723/diesel
258	$ 207.49	$ 575.09	$ 1,179.13		$ 1,961.71	
259					$ -	
260					$ -	
265					$ -	
284	$ 212.36				$ 212.36	
289	$ 22.00				$ 22.00	
290	$ 147.03				$ 147.03	
291	$ 138.00				$ 138.00	
292					$ -	
293					$ -	
294	$ 177.09				$ 177.09	
299	$ 118.02				$ 118.02	
TOTAL	**$ 1,021.99**	**$ 575.09**	**$ 1,179.13**	**$ -**	**$ 2,776.21**	

Sheriff	426.5/fuel	426supply	411/salaries	425/equip	Totals	$ Per Gal
A1	$ 47.41				$ 47.41	$1.836/gas
A2	$ 60.38				$ 60.38	
A3					$ -	
A6					$ -	
A9	$ 17.46				$ 17.46	
A12					$ -	
A14					$ -	
A25					$ -	
A26					$ -	
A27					$ -	
A28					$ -	
A29					$ -	
A30	$ 57.92				$ 57.92	
A31					$ -	
A32					$ -	
A33					$ -	
A34					$ -	
A35	$ 149.24				$ 149.24	
A37	$ 69.76				$ 69.76	
A36					$ -	
AE					$ -	
AF	$ 305.60				$ 305.60	
UTV					$ -	
TOTAL	**$ 707.77**	**$ -**	**$ -**	**$ -**	**$ 707.77**	

Zoning	426.5/fuel	426/supply	411/salaries	425/equip	Totals	$ Per Gal
Vehicle #0187	$ 28.52				$ 28.52	$1.836/gas
TOTAL	**$ 28.52**	**$ -**	**$ -**	**$ -**	**$ 28.52**	

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

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					$ -	$1.836/gas
#84 janitor pick up					$ -	
Court House	426.5/fuel	426/supply	411/salaries	425/equip	Totals	
Court house bld/yd	$ -				$ -	
TOTAL	$ -	$ -	$ -	$ -	$ -	

Brookings County Highway
Expenditure Corrections August 2020

Finance	**426.5**	**426/supply**	**411/salaries**	**425/equip**	**Totals**	**$ Per Gal**
Misc work					0	$1.836/gas
#17 commission van					$ -	
TOTAL	$ -	$ -	$ -	$ -	$ -	
Equalization	**426.5/fuel**	**426/supply**	**411/salaries**	**425/equip**	**Totals**	**$ Per Gal**
0116	$ 34.94				$ 34.94	$1.836/gas
0122	$ 41.10				$ 41.10	
0123	$ 25.34				$ 25.34	
0124	$ 62.60				$ 62.60	
0125					$ -	
TOTAL	**$ 163.98**	$ -	$ -	$ -	**$ 163.98**	

States Attorney	**426.5/fuel**	**426/supply**	**411/salaries**	**425/equip**	**Totals**	**$ Per Gal**
Dodge					$ -	$1.836/gas
TOTAL	$ -	$ -	$ -	$ -	$ -	

BCOAC	**426.5**	**426/supply**	**411/salaries**	**425/equip**	**Totals**	**$ Per Gal**
gravel					0	$1.836/gas
Maintenance					$ -	
TOTAL	$ -	$ -	$ -	$ -	$ -	

	426.5/fuel	**426/supply**	**411/salaries**	**425/equip**	**TOTALS**
TOTAL	**$ 1,922.26**	**$ 575.09**	**$ 1,179.13**	**$ -**	**$ 3,676.48**

Be it noted, the Register of Deeds Statement of Fees collected for the month of August 2020 in the amount $41,401.00 was presented to the board.

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

Brookings County, State of South Dakota

The sum of $41,401.00___in Fees has been collected by me as Register of Deeds during the Month as shown per Register of Deeds' Official Fee Book, Volumn_38____on pages _21___ &__38__

STATE OF SOUTH DAKOTA, *FB_284925_ - FB_285523*

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 __August 2020___.

Beverly Chapman

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 $_41,401.00_____

Dated this ____10__day of___ September___. ___2020____.

Beverly Chapman

Register of Deeds

Subscribed and sworn to before me this 11 *day of* Sept, *2020.*

Nicki Knoeth

Finance Officer

Title of Officer

SEAL OF COUNTY FINANCE OFFICER BROOKINGS COUNTY SOUTH DAKOTA

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			AUGUST	2020		
3						
4		TRANSFER FEE		$18,020.00		
5						
6		GENERAL FEES	$17,925.00			
7		GENERAL FEES				
8		FINANCING STATEMENT	$0.00			
9		LOCATION NOTICE	$0.00			
10		TOTAL		$17,925.00		
11						
12						
13		MARRIAGE LICENSE				
14		37 X $40.00=		$1,480.00		
15						
16						
17		VITAL RECORDS				
18		CERTIFIED COPIES				
19						
20		BIRTH 90 X $15=	$1,350.00			
21		DEATH 88 X $15=	$1,320.00			
22		MARRIAGE 51 X $15=	$765.00			
23		TOTAL		$3,435.00		
24						
25						
26		XEROX COPIES & DISC		$541.00		
27						
28						
29						
30		GRAND TOTAL		$41,401.00		

BROOKINGS COUNTY
CASH BALANCES REPORT
AS OF: AUGUST 31ST, 2020

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
101-GENERAL FUND				
101-1-1010001	CLAIM ON CASH	17,359,029.32	(1,229,540.47)	16,129,488.85
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	17,367,574.32	(1,229,540.47)	16,138,033.85
201-ROAD & BRIDGE FUND				
201-1-1010001	CLAIM ON CASH	6,262,749.11	(1,179,179.03)	5,083,570.08
201-1-1070000	RESTRICTED CASH/ROAD & BRIDGE	0.00	0.00	0.00
	TOTAL 201-ROAD & BRIDGE FUND	6,262,749.11	(1,179,179.03)	5,083,570.08
202-SNOW REMOVAL				
202-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
	TOTAL 202-SNOW REMOVAL	0.00	0.00	0.00
203-HIGHWAY & BRIDGE RESERVE				
203-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
	TOTAL 203-HIGHWAY & BRIDGE RESERVE	0.00	0.00	0.00
205-WHEEL TAX				
205-1-1010001	CLAIM ON CASH	0.00	0.00	0.00
	TOTAL 205-WHEEL TAX	0.00	0.00	0.00
207-E-911 FUND				
207-1-1010001	CLAIM ON CASH	61,577.48	(54,462.26)	7,115.22
207-1-1070000	RESTRICTED CASH IN BANKS	0.00	0.00	0.00
	TOTAL 207-E-911 FUND	61,577.48	(54,462.26)	7,115.22
226-EMERGENCY MANAGEMENT				
226-1-1010001	CLAIM ON CASH	2,632.77	(6,039.12)	(3,406.35)
226-1-1070000	RESTRICTED CASH	0.00	0.00	0.00
	TOTAL 226-EMERGENCY MANAGEMENT	2,632.77	(6,039.12)	(3,406.35)
229-DOMESTIC ABUSE FUND				
229-1-1010001	CLAIM ON CASH	4,124.50	1,160.00	5,284.50
	TOTAL 229-DOMESTIC ABUSE FUND	4,124.50	1,160.00	5,284.50

CASH BALANCES REPORT
AS OF: AUGUST 31ST, 2020

FUND ACCOUNT# ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
231-WIC FUND			
231-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 231-WIC FUND	0.00	0.00	0.00
237-CONTRACT LAW ENFORCE			
237-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 237-CONTRACT LAW ENFORCE	0.00	0.00	0.00
248-24/7 PROGRAM			
248-1-1010001 CLAIM ON CASH	73,719.00	(2,261.55)	71,457.45
248-1-1020000 CASH CHANGE	0.00	0.00	0.00
TOTAL 248-24/7 PROGRAM	73,719.00	(2,261.55)	71,457.45
250-ROD RELIEF FUND			
250-1-1010001 CLAIM ON CASH	72,797.10	6,683.61	79,480.71
TOTAL 250-ROD RELIEF FUND	72,797.10	6,683.61	79,480.71
251-VOLGA TOWNSHIP TIF			
251-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 251-VOLGA TOWNSHIP TIF	0.00	0.00	0.00
301-COUNTY BUILDING FUND			
301-1-1010001 CLAIM ON CASH	3,437,428.31	2,698.10	3,440,126.41
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	3,437,428.31	2,698.10	3,440,126.41
302-ADM BLDG PROJECT FUND			
302-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 302-ADM BLDG PROJECT FUND	0.00	0.00	0.00
303-TIF CAPITAL PROJECT FUND			
303-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 303-TIF CAPITAL PROJECT FUND	0.00	0.00	0.00
304-DETENTION CNTR EXPANSION			
304-1-1010001 CLAIM ON CASH	758,773.58	(22,402.50)	736,371.08
304-1-1060000 Cash with Fiscal Agent	0.00	0.00	0.00
TOTAL 304-DETENTION CNTR EXPANSION	758,773.58	(22,402.50)	736,371.08
401-DEBT SERVICE			
401-1-1010001 CLAIM ON CASH	21,465.01	0.00	21,465.01
401-1-1060000 CASH WITH FISCAL AGENT	0.00	0.00	0.00
TOTAL 401-DEBT SERVICE	21,465.01	0.00	21,465.01

CASH BALANCES REPORT
AS OF: AUGUST 31ST, 2020

FUND ACCOUNT# ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
701-BROOKINGS SCHOOL (5-1)			
701-1-1010001 CLAIM ON CASH	27,793.28	126,794.45	154,587.73
TOTAL 701-BROOKINGS SCHOOL (5-1)	27,793.28	126,794.45	154,587.73
702-SIOUX VALLEY SCHOOL 5-5			
702-1-1010001 CLAIM ON CASH	6,925.98	12,659.29	19,585.27
TOTAL 702-SIOUX VALLEY SCHOOL 5-5	6,925.98	12,659.29	19,585.27
703-DEUBROOK (5-2)			
703-1-1010001 CLAIM ON CASH	5,055.53	5,583.74	10,639.27
TOTAL 703-DEUBROOK (5-2)	5,055.53	5,583.74	10,639.27
704-LAW LIBRARY - NOT USED			
704-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 704-LAW LIBRARY - NOT USED	0.00	0.00	0.00
705-ELKTON (5-3)			
705-1-1010001 CLAIM ON CASH	26,791.23	(20,237.15)	6,554.08
TOTAL 705-ELKTON (5-3)	26,791.23	(20,237.15)	6,554.08
706-LAKE HENDRICKS (5-4)			
706-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 706-LAKE HENDRICKS (5-4)	0.00	0.00	0.00
707-ASTORIA (19-1)			
707-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 707-ASTORIA (19-1)	0.00	0.00	0.00
708-ESTELLINE (28-2)			
708-1-1010001 CLAIM ON CASH	0.00	2,165.63	2,165.63
TOTAL 708-ESTELLINE (28-2)	0.00	2,165.63	2,165.63
709-ARLINGTON (38-1)			
709-1-1010001 CLAIM ON CASH	1,841.60	4,749.50	6,591.10
TOTAL 709-ARLINGTON (38-1)	1,841.60	4,749.50	6,591.10
711-WETLAND PMT TRUST			
711-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 711-WETLAND PMT TRUST	0.00	0.00	0.00
712-ARLINGTON CITY			
712-1-1010001 CLAIM ON CASH	0.00	195.58	195.58
TOTAL 712-ARLINGTON CITY	0.00	195.58	195.58
713-AURORA CITY			
713-1-1010001 CLAIM ON CASH	264.82	1,183.32	1,448.14
TOTAL 713-AURORA CITY	264.82	1,183.32	1,448.14

CASH BALANCES REPORT
AS OF: AUGUST 31ST, 2020

FUND ACCOUNT# ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
714-BROOKINGS CITY			
714-1-1010001 CLAIM ON CASH	8,498.29	40,700.42	49,198.71
TOTAL 714-BROOKINGS CITY	8,498.29	40,700.42	49,198.71
715-BRUCE CITY			
715-1-1010001 CLAIM ON CASH	0.00	392.46	392.46
TOTAL 715-BRUCE CITY	0.00	392.46	392.46
716-BUSHNELL CITY			
716-1-1010001 CLAIM ON CASH	36.64	(23.19)	13.45
TOTAL 716-BUSHNELL CITY	36.64	(23.19)	13.45
717-ELKTON CITY			
717-1-1010001 CLAIM ON CASH	352.61	1,021.08	1,373.69
TOTAL 717-ELKTON CITY	352.61	1,021.08	1,373.69
718-SINAI CITY			
718-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 718-SINAI CITY	0.00	0.00	0.00
719-VOLGA CITY			
719-1-1010001 CLAIM ON CASH	1,484.05	4,383.34	5,867.39
TOTAL 719-VOLGA CITY	1,484.05	4,383.34	5,867.39
720-WHITE CITY			
720-1-1010001 CLAIM ON CASH	77.99	498.94	576.93
TOTAL 720-WHITE CITY	77.99	498.94	576.93
721-AFTON TOWNSHIP			
721-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 721-AFTON TOWNSHIP	0.00	0.00	0.00
722-ALTON TOWNSHIP			
722-1-1010001 CLAIM ON CASH	667.92	(420.74)	247.18
TOTAL 722-ALTON TOWNSHIP	667.92	(420.74)	247.18
723-ARGO TOWNSHIP			
723-1-1010001 CLAIM ON CASH	0.00	200.07	200.07
TOTAL 723-ARGO TOWNSHIP	0.00	200.07	200.07
724-WATER CONSERVANCY			
724-1-1010001 CLAIM ON CASH	211.76	261.36	473.12
TOTAL 724-WATER CONSERVANCY	211.76	261.36	473.12
725-ADVANCE TAXES			
725-1-1010001 CLAIM ON CASH	1,760.94	300.00	2,060.94
TOTAL 725-ADVANCE TAXES	1,760.94	300.00	2,060.94

CASH BALANCES REPORT
AS OF: AUGUST 31ST, 2020

FUND ACCOUNT# ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
726-FLEX ONE			
726-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 726-FLEX ONE	0.00	0.00	0.00
727-AURORA TOWNSHIP			
727-1-1010001 CLAIM ON CASH	298.52	(298.52)	0.00
TOTAL 727-AURORA TOWNSHIP	298.52	(298.52)	0.00
728-BANGOR TOWNSHIP			
728-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 728-BANGOR TOWNSHIP	0.00	0.00	0.00
729-BROOKINGS TOWNSHIP			
729-1-1010001 CLAIM ON CASH	0.00	1,030.38	1,030.38
TOTAL 729-BROOKINGS TOWNSHIP	0.00	1,030.38	1,030.38
730-ELKTON TOWNSHIP			
730-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 730-ELKTON TOWNSHIP	0.00	0.00	0.00
731-U & B SANITARY			
731-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 731-U & B SANITARY	0.00	0.00	0.00
732-BIG SIOUX WATERSHED			
732-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 732-BIG SIOUX WATERSHED	0.00	0.00	0.00
733-LP SANITARY SEWER			
733-1-1010001 CLAIM ON CASH	176.24	59.58	235.82
TOTAL 733-LP SANITARY SEWER	176.24	59.58	235.82
734-L.P. WATER			
734-1-1010001 CLAIM ON CASH	57.30	154.11	211.41
TOTAL 734-L.P. WATER	57.30	154.11	211.41
735-DELINQUENT TAXES			
735-1-1010001 CLAIM ON CASH	1,192.22	(599.63)	592.59
TOTAL 735-DELINQUENT TAXES	1,192.22	(599.63)	592.59
736-MUNICIPALITIES 5%			
736-1-1010001 CLAIM ON CASH	(21,113.23)	(14,713.74)	(35,826.97)
TOTAL 736-MUNICIPALITIES 5%	(21,113.23)	(14,713.74)	(35,826.97)
737-EUREKA TOWNSHIP			
737-1-1010001 CLAIM ON CASH	0.00	227.08	227.08
TOTAL 737-EUREKA TOWNSHIP	0.00	227.08	227.08

CASH BALANCES REPORT
AS OF: AUGUST 31ST, 2020

FUND ACCOUNT# ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
738-LAKE HENDRICKS TOWNSHIP			
738-1-1010001 CLAIM ON CASH	82.74	186.28	269.02
TOTAL 738-LAKE HENDRICKS TOWNSHIP	82.74	186.28	269.02
739-LAKE SINAI TOWNSHIP			
739-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 739-LAKE SINAI TOWNSHIP	0.00	0.00	0.00
740-LAKETON TOWNSHIP			
740-1-1010001 CLAIM ON CASH	87.50	236.83	324.33
TOTAL 740-LAKETON TOWNSHIP	87.50	236.83	324.33
741-MEDARY TOWNSHIP			
741-1-1010001 CLAIM ON CASH	181.27	754.47	935.74
TOTAL 741-MEDARY TOWNSHIP	181.27	754.47	935.74
742-MOTOR VEHICLE			
742-1-1010001 CLAIM ON CASH	1,899,800.63	(55,940.74)	1,843,859.89
TOTAL 742-MOTOR VEHICLE	1,899,800.63	(55,940.74)	1,843,859.89
743-LK HENDRICKS SANITARY			
743-1-1010001 CLAIM ON CASH	26.39	17.26	43.65
TOTAL 743-LK HENDRICKS SANITARY	26.39	17.26	43.65
744-OAKLAKE TOWNSHIP			
744-1-1010001 CLAIM ON CASH	23.17	(23.17)	0.00
TOTAL 744-OAKLAKE TOWNSHIP	23.17	(23.17)	0.00
745-OAKWOOD TOWNSHIP			
745-1-1010001 CLAIM ON CASH	0.00	121.28	121.28
TOTAL 745-OAKWOOD TOWNSHIP	0.00	121.28	121.28
746-OSLO TOWNSHIP			
746-1-1010001 CLAIM ON CASH	254.28	(48.68)	205.60
TOTAL 746-OSLO TOWNSHIP	254.28	(48.68)	205.60
747-PARNELL			
747-1-1010001 CLAIM ON CASH	358.79	(61.03)	297.76
TOTAL 747-PARNELL	358.79	(61.03)	297.76
748-PRESTON TOWNSHIP			
748-1-1010001 CLAIM ON CASH	0.00	288.61	288.61
TOTAL 748-PRESTON TOWNSHIP	0.00	288.61	288.61
749-RICHLAND TOWNSHIP			
749-1-1010001 CLAIM ON CASH	680.62	(680.62)	0.00
TOTAL 749-RICHLAND TOWNSHIP	680.62	(680.62)	0.00

CASH BALANCES REPORT
AS OF: AUGUST 31ST, 2020

FUND ACCOUNT# ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
750-STATE FINES			
750-1-1010001 CLAIM ON CASH	34,464.26	(3,741.96)	30,722.30
TOTAL 750-STATE FINES	34,464.26	(3,741.96)	30,722.30
751-CONTRACT LAW FUND			
751-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 751-CONTRACT LAW FUND	0.00	0.00	0.00
752-CONTRACT LAW FUND			
752-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 752-CONTRACT LAW FUND	0.00	0.00	0.00
753-SHERMAN TOWNSHIP			
753-1-1010001 CLAIM ON CASH	12.95	(8.32)	4.63
TOTAL 753-SHERMAN TOWNSHIP	12.95	(8.32)	4.63
754-BIG SIOUX			
754-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 754-BIG SIOUX	0.00	0.00	0.00
755-SALES TAX			
755-1-1010001 CLAIM ON CASH	491.25	608.01	1,099.26
TOTAL 755-SALES TAX	491.25	608.01	1,099.26
756-FIRE INSURANCE			
756-1-1010001 CLAIM ON CASH	138,209.07	(138,209.03)	0.04
TOTAL 756-FIRE INSURANCE	138,209.07	(138,209.03)	0.04
757-SPECIAL HIWAY (14%)			
757-1-1010001 CLAIM ON CASH	(56,883.88)	(58,398.55)	(115,282.43)
TOTAL 757-SPECIAL HIWAY (14%)	(56,883.88)	(58,398.55)	(115,282.43)
758-UPPER DEER			
758-1-1010001 CLAIM ON CASH	7.38	7.24	14.62
TOTAL 758-UPPER DEER	7.38	7.24	14.62
759-BROOKINGS FIRE ASSOC			
759-1-1010001 CLAIM ON CASH	252,602.22	0.00	252,602.22
TOTAL 759-BROOKINGS FIRE ASSOC	252,602.22	0.00	252,602.22
760-STERLING TOWNSHIP			
760-1-1010001 CLAIM ON CASH	3.72	(3.72)	0.00
TOTAL 760-STERLING TOWNSHIP	3.72	(3.72)	0.00
761-SHERIFF TRUST			
761-1-1010001 CLAIM ON CASH	8,413.53	4,644,206.05	4,652,619.58
TOTAL 761-SHERIFF TRUST	8,413.53	4,644,206.05	4,652,619.58

CASH BALANCES REPORT
AS OF: AUGUST 31ST, 2020

FUND ACCOUNT# ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
762-WETLAND			
762-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 762-WETLAND	0.00	0.00	0.00
763-REGISTER OF DEEDS			
763-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 763-REGISTER OF DEEDS	0.00	0.00	0.00
764-TRENTON TOWNSHIP			
764-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 764-TRENTON TOWNSHIP	0.00	0.00	0.00
765-VOLGA TOWNSHIP			
765-1-1010001 CLAIM ON CASH	30.10	275.74	305.84
TOTAL 765-VOLGA TOWNSHIP	30.10	275.74	305.84
766-LAW LIBRARY FUND			
766-1-1010001 CLAIM ON CASH	26,506.78	382.00	26,888.78
TOTAL 766-LAW LIBRARY FUND	26,506.78	382.00	26,888.78
767-WINSOR TOWNSHIP			
767-1-1010001 CLAIM ON CASH	8.93	(8.93)	0.00
TOTAL 767-WINSOR TOWNSHIP	8.93	(8.93)	0.00
768-STATEWIDE 24/7 SOBRIETY			
768-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 768-STATEWIDE 24/7 SOBRIETY	0.00	0.00	0.00
769-BANK FRANCHISE			
769-1-1010001 CLAIM ON CASH	1,397.35	0.00	1,397.35
TOTAL 769-BANK FRANCHISE	1,397.35	0.00	1,397.35
770-TAX SALE REDEMPTION			
770-1-1010001 CLAIM ON CASH	0.00	56,833.56	56,833.56
TOTAL 770-TAX SALE REDEMPTION	0.00	56,833.56	56,833.56
771-WIND TOWERS			
771-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 771-WIND TOWERS	0.00	0.00	0.00
775-ROD Relief Flow-Thru Fund			
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

CASH BALANCES REPORT
AS OF: AUGUST 31ST, 2020

FUND ACCOUNT# ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
780-DAKOTACARE			
780-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 780-DAKOTACARE	0.00	0.00	0.00
781-River Ridge			
781-1-1010001 claim on cash	67.69	(67.69)	0.00
TOTAL 781-River Ridge	67.69	(67.69)	0.00
782-Meyer's Second Addition			
782-1-1010001 Claim on Cash	0.00	0.00	0.00
TOTAL 782-Meyer's Second Addition	0.00	0.00	0.00
783-BRIDLE ESTATES SANT			
783-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 783-BRIDLE ESTATES SANT	0.00	0.00	0.00
784-Lake Hendricks Road			
784-1-1010001 Claim on Cash	0.00	0.00	0.00
TOTAL 784-Lake Hendricks Road	0.00	0.00	0.00
785-Bortnem Beach Road Dist			
785-1-1010001 CLAIM ON CASH	0.00	0.00	0.00
TOTAL 785-Bortnem Beach Road Dist	0.00	0.00	0.00
990-TREASURER'S CHECKS			
990-1-1010001 CLAIM ON CASH	50.06	(101.80)	(51.74)
TOTAL 990-TREASURER'S CHECKS	50.06	(101.80)	(51.74)
TOTAL CASH BALANCES	30,432,091.67	2,129,547.23	32,561,638.90

*** END OF REPORT ***

Fund Balance

August, 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-Admininstration 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	$3,794,659.36
Total	$16,298,334.96

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	
Restricted Fund Balance-Snow Removal	$0.00
Assigned Fund Balance-Subsequent Year's Budget	
Assigned Fund Balance-Road Purposes	$2,510,365.27
Total	$5,491,551.40

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	-$30,809.90
Assigned Fund Balance-Subsequent Year's Budget	
Assigned Fund Balance-Emergency Management	$6,149.18
Total	-$24,660.72

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	$89,363.40
Assigned Fund Balance-24/7 Sobriety	$0.00
Total	$89,363.40

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 August 31, 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	$ 16,129,488.85
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	$ 5,628,534.95
11000	Taxes Receivable--Delinquent	$ 16,716.85
11XXX	Other Receivables	$ 143,187.73
12800	Notes Receivable	
13100	Due from Other fund	
13200	Due from Other Government	$ (218,076.16)
13300	Advance to Other Fund	
14100	Inventory of Supplies	
15100	Investments	
1XXXX	Other Assets	

Deferred Outflows of Resources:

19800	Other Deferred Outflows of Resources	

TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES $ 21,708,397.22 *

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	
Deferred Inflows of Resources:		
25000	Unavailable Revenue--Property Taxes	$ 5,623,343.94
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) *(choose one of the following amounts based on filing date)*	
	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.	$ -
	December = 100% of GF's cash applied in next year's budget.	
27602	Capital Outlay Accumulations	
276XX		
276XX		
27700	Unassigned	$ 3,581,346.72 **
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES		$ 21,708,397.22 *
Following Year's General Fund Budget (use current year for March analysis)		$ 14,233,683.00
The unassigned fund balance, account 27700, divided by the following year's General Fund budget resulting in the fund balance percentage		25.16%

*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.

AUGUST 2020 MOTOR V COLLECTIONS AND BREAKDOWNS

Grand Total MV Collected	**$915,299.84**
Motor Vehicle Monies Sent to State	$652,407.45
Monies That Get Apportioned	$262,892.39

-

Breakdown of MV Fees within the County

	County	Townships	Towns	Total
Wheel Tax	$48,199.60	$6,024.95	$6,024.95	**$60,249.50**
14% Special Highway to Townships		$52,761.53		**$52,761.53**
5% Muncipal to Cities			$17,746.29	**$17,746.29**
22.5% MV to County Road & Bridge Fund	$96,935.68			**$96,935.68**
Title Fees	$5,025.00			**$5,025.00**
Lien Fees And Misc Fees to County General Fund	$6,206.21			**$6,206.21**
63.75% Mobile Home Revenue	$2,631.73			**$2,631.73**
Total	**$158,998.22**	**$58,786.48**	**$23,771.24**	**$241,555.94**

August Internet/Terminal Renewals	Collected	County's Portion
249 Internet Renewals & SS Terminals (included in totals above)	$21,514.78	$10,629.72

OTHER MONIES FROM STATE THAT WERE APPORTIONED OUT

County				
Townships				
Cities				
School Districts				
Water District				
TOTALS	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Fine Monies	**$30,341.99**	Divided among schools based on enrollment

August 2020 Tax Breakdowns

Tax Dollars Stay With County	$82,726.93
Distress Warrant Fees	$50.00
Advertising & Tax Cert Fees	$6.00
Total County	$82,782.93
Townships	$4,458.10
Cities	$36,914.06
Schools	$200,143.95
East Dakota Water	$473.09
Special Assessments	$9,779.12
TIF Collections	$12,878.76
GRAND TOTAL TAX $$ COLLECTED	**$347,430.01**

BROOKINGS COUNTY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2020

101-GENERAL FUND
FINANCIAL SUMMARY

66.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
TAXES	12,523,676.00	77,715.74	6,881,612.22	54.95	5,642,063.78
LICENSES & PERMITS	71,300.00	4,457.00	33,608.00	47.14	37,692.00
INTERGOVERNMENTAL	869,660.93	108,559.80	636,015.29	73.13	233,645.64
CHARGES FOR GOODS & SERV	1,256,832.33	70,233.87	806,278.80	64.15	450,553.53
FINES & FORFEITS	50,000.00	5,826.46	45,114.71	90.23	4,885.29
MISC. REVENUE	253,448.08	10,396.00	205,667.61	81.15	47,780.47
OTHER FINANCING SOURCES	36,500.00	0.00	4,571.00	12.52	31,929.00
TOTAL REVENUES	15,061,417.34	277,188.87	8,612,867.63	57.18	6,448,549.71
EXPENDITURE SUMMARY					
COMMISSIONERS	615,667.78	40,068.30	344,842.78	56.01	270,825.00
CONTINGENCY	730,000.00	0.00	0.00	0.00	730,000.00
ELECTIONS	163,702.56	22,472.23	71,383.70	43.61	92,318.86
JUDICIAL SYSTEM	813,000.00	58,767.14	511,188.80	62.88	301,811.20
FINANCE OFFICE	627,743.56	43,812.82	370,569.49	59.03	257,174.07
STATES ATTORNEY	736,519.98	49,667.37	414,471.10	56.27	322,048.88
TEEN COURT	25,000.00	0.00	25,000.00	100.00	0.00
COUNTY BUILDING	459,562.23	37,848.40	243,310.51	52.94	216,251.72
DIRECTOR OF EQUALIZATION	594,464.01	51,976.38	357,580.42	60.15	236,883.59
REGISTER OF DEEDS	233,517.86	17,805.59	149,487.26	64.02	84,030.60
VETERAN'S SERVICE	103,829.02	6,607.97	61,141.55	58.89	42,687.47
PREDATORY ANIMAL CONTROL	7,825.00	0.00	3,529.46	45.10	4,295.54
INFORMATION TECHNOLOGY	504,561.60	61,748.41	361,061.39	71.56	143,500.21
HUMAN RESOURCES	114,494.91	6,096.39	70,060.83	61.19	44,434.08
SHERIFF'S OFFICE	1,725,663.16	114,846.72	1,093,738.24	63.38	631,924.92
COUNTY JAIL	1,449,815.55	131,510.86	966,835.11	66.69	482,980.44
CORONER	32,069.00	7,451.86	18,483.31	57.64	13,585.69
JUVENILE DETENTION	118,000.00	473.80	12,792.60	10.84	105,207.40
CRIME STOPPERS	500.00	0.00	500.00	100.00	0.00
HUMANE SOCIETY	10,000.00	0.00	10,000.00	100.00	0.00
FIRE DEPARTMENT TRUST	110,000.00	0.00	9,473.00	8.61	100,527.00
DRAINAGE COMMISSION	1,300.00	40.58	614.94	47.30	685.06
E-911	144,865.00	0.00	144,865.00	100.00	0.00
POOR RELIEF	229,753.24	13,260.06	155,727.26	67.78	74,025.98
FOOD PANTRY	6,000.00	0.00	0.00	0.00	6,000.00
COMMUNITY HEALTH NURSE	76,686.08	10,120.09	49,684.45	64.79	27,001.63
WIC	24,712.24	1,878.64	14,655.92	59.31	10,056.32
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	0.00	8,096.50	50.00	8,096.50
DOMESTIC ABUSE	45,000.00	0.00	45,000.00	100.00	0.00
211 CALL CENTER	2,500.00	0.00	2,500.00	100.00	0.00
BEHAVIORAL HEALTH	93,342.00	4,769.51	56,061.48	60.06	37,280.52
ADVANCE	35,000.00	0.00	35,000.00	100.00	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2020

101-GENERAL FUND
FINANCIAL SUMMARY

66.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
ECMH-CD	150,000.00	0.00	150,000.00	100.00	0.00
BROOKINGS EMPOWERMENT	500.00	0.00	0.00	0.00	500.00
PUBLIC LIBRARIES	23,700.00	0.00	11,950.00	50.42	11,750.00
HISTORICAL MUSEUM	5,000.00	0.00	5,000.00	100.00	0.00
SENIOR COMPANION	2,300.00	0.00	2,300.00	100.00	0.00
MENTORING	5,000.00	0.00	5,000.00	100.00	0.00
BCOAC	330,145.13	21,992.40	150,701.55	45.65	179,443.58
COUNTY EXTENSION	131,154.90	6,444.17	75,154.46	57.30	56,000.44
BROOKINGS CONS DISTRICT	25,000.00	0.00	25,000.00	100.00	0.00
WEED CONTROL	295,294.68	20,440.79	147,727.92	50.03	147,566.76
PLANNING & ZONING	205,201.63	15,350.72	123,985.88	60.42	81,215.75
1ST DISTRICT	45,506.00	11,376.34	45,505.36	100.00	0.64
ECONOMIC DEVELOPMENT	85,600.00	0.00	85,600.00	100.00	0.00
OTHER ECONOMIC DEVELOPME	600.00	0.00	600.00	100.00	0.00
TRANSFERS OUT	3,085,000.00	750,000.00	2,335,000.00	75.69	750,000.00
TOTAL EXPENDITURES	14,296,290.12	1,506,827.54	8,826,180.27	61.74	5,470,109.85
REVENUES OVER/(UNDER) EXPENDITURES	765,127.22	(1,229,638.67)	(213,312.64)		978,439.86

BROOKINGS COUNTY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2020

201-ROAD & BRIDGE FUND
FINANCIAL SUMMARY

66.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
TAXES	600,000.00	71,028.19	439,372.75	73.23	160,627.25
LICENSES & PERMITS	8,000.00	830.00	4,120.00	51.50	3,880.00
INTERGOVERNMENTAL	2,753,597.93	102,302.81	2,000,111.89	72.64	753,486.04
CHARGES FOR GOODS & SERV	1,186,609.00	442.68	3,265.23	0.28	1,183,343.77
MISC. REVENUE	90,000.00	1,657.58	35,520.65	39.47	54,479.35
OTHER FINANCING SOURCES	3,045,000.00	750,000.00	2,250,321.70	73.90	794,678.30
TOTAL REVENUES	7,683,206.93	926,261.26	4,732,712.22	61.60	2,950,494.71
EXPENDITURE SUMMARY					
HIGHWAY ADMINISTRATION	8,033,345.93	2,091,234.64	4,831,632.92	60.14	3,201,713.01
	125,000.00	14,205.65	87,874.51	70.30	37,125.49
TOTAL EXPENDITURES	8,158,345.93	2,105,440.29	4,919,507.43	60.30	3,238,838.50
REVENUES OVER/(UNDER) EXPENDITURES	(475,139.00)	(1,179,179.03)	(186,795.21)		(288,343.79)

BROOKINGS COUNTY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2020

207-E-911 FUND
FINANCIAL SUMMARY

66.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
TAXES	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL	340,000.00	27,069.25	210,170.12	61.81	129,829.88
MISC. REVENUE	1,000.00	7.38	72.62	7.26	927.38
OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	341,000.00	27,076.63	210,242.74	61.65	130,757.26
EXPENDITURE SUMMARY					
911 SERVICES	341,000.00	81,538.89	237,245.46	69.57	103,754.54
TOTAL EXPENDITURES	341,000.00	81,538.89	237,245.46	69.57	103,754.54
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(54,462.26)	(27,002.72)		27,002.72

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2020

226-EMERGENCY MANAGEMENT
FINANCIAL SUMMARY

66.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
INTERGOVERNMENTAL	43,715.00	4,088.00	28,803.17	65.89	14,911.83
CHARGES FOR GOODS & SERV	0.00	0.00	0.00	0.00	0.00
MISC. REVENUE	100.00	0.25	0.80	0.80	99.20
OTHER FINANCING SOURCES	85,000.00	0.00	85,000.00	100.00	0.00
TOTAL REVENUES	128,815.00	4,088.25	113,803.97	88.35	15,011.03
EXPENDITURE SUMMARY					
EMERGENCY & DISASTER SERV	140,099.16	10,127.37	92,549.60	66.06	47,549.56
TOTAL EXPENDITURES	140,099.16	10,127.37	92,549.60	66.06	47,549.56
REVENUES OVER/(UNDER) EXPENDITURES	(11,284.16)	(6,039.12)	21,254.37		(32,538.53)

BROOKINGS COUNTY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2020

229-DOMESTIC ABUSE FUND
FINANCIAL SUMMARY

66.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
LICENSES & PERMITS	8,500.00	960.00	2,790.00	32.82	5,710.00
CHARGES FOR GOODS & SERV	3,500.00	200.00	1,167.33	33.35	2,332.67
TOTAL REVENUES	12,000.00	1,160.00	3,957.33	32.98	8,042.67
EXPENDITURE SUMMARY					
DOMESTIC ABUSE	12,000.00	0.00	1,071.33	8.93	10,928.67
TOTAL EXPENDITURES	12,000.00	0.00	1,071.33	8.93	10,928.67
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,160.00	2,886.00		(2,886.00)

BROOKINGS COUNTY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2020

248-24/7 PROGRAM
FINANCIAL SUMMARY

66.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00
CHARGES FOR GOODS & SERV	60,000.00	4,272.00	29,724.00	49.54	30,276.00
MISC. REVENUE	0.00	21.95	524.25	0.00	(524.25)
TOTAL REVENUES	60,000.00	4,293.95	30,248.25	50.41	29,751.75
EXPENDITURE SUMMARY					
COUNTY JAIL	111,785.00	6,555.50	48,154.20	43.08	63,630.80
TOTAL EXPENDITURES	111,785.00	6,555.50	48,154.20	43.08	63,630.80
REVENUES OVER/(UNDER) EXPENDITURES	(51,785.00)	(2,261.55)	(17,905.95)		(33,879.05)

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2020

250-ROD RELIEF FUND
FINANCIAL SUMMARY

66.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
CHARGES FOR GOODS & SERV	20,500.00	7,095.20	15,819.20	77.17	4,680.80
OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	20,500.00	7,095.20	15,819.20	77.17	4,680.80
EXPENDITURE SUMMARY					
ROD RELIEF FUND	32,500.00	411.59	21,241.04	65.36	11,258.96
TOTAL EXPENDITURES	32,500.00	411.59	21,241.04	65.36	11,258.96
REVENUES OVER/(UNDER) EXPENDITURES	(12,000.00)	6,683.61	(5,421.84)		(6,578.16)

BROOKINGS COUNTY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2020

301-COUNTY BUILDING FUND
FINANCIAL SUMMARY

66.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
TAXES	318,667.00	1,971.54	174,643.45	54.80	144,023.55
INTERGOVERNMENTAL	111,800.00	0.00	6,304.37	5.64	105,495.63
MISC. REVENUE	46,002.00	1,044.93	20,934.35	45.51	25,067.65
OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	476,469.00	3,016.47	201,882.17	42.37	274,586.83
EXPENDITURE SUMMARY					
COUNTY BUILDING	422,893.64	318.37	94,814.91	22.42	328,078.73
DEBT SERVICE	121,647.02	0.00	60,823.51	50.00	60,823.51
TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	544,540.66	318.37	155,638.42	28.58	388,902.24
REVENUES OVER/(UNDER) EXPENDITURES	(68,071.66)	2,698.10	46,243.75		(114,315.41)

BROOKINGS COUNTY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2020

304-DETENTION CNTR EXPANSION
FINANCIAL SUMMARY

66.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
TAXES	0.00	3,095.65	274,087.22	0.00	(274,087.22)
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	7,400,000.00	0.00	0.00	0.00	7,400,000.00
TOTAL REVENUES	7,400,000.00	3,095.65	274,087.22	3.70	7,125,912.78
EXPENDITURE SUMMARY					
DETENTION CENTER BLDG	7,400,000.00	25,498.15	265,204.07	3.58	7,134,795.93
TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	7,400,000.00	25,498.15	265,204.07	3.58	7,134,795.93
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(22,402.50)	8,883.15		(8,883.15)

BROOKINGS COUNTY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2020

401-DEBT SERVICE
FINANCIAL SUMMARY

66.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
TAXES	0.00	0.00	21,465.01	0.00	(21,465.01)
MISC. REVENUE	0.00	0.00	0.00	0.00	0.00
OTHER FINANCING SOURCES	500,000.00	0.00	0.00	0.00	500,000.00
TOTAL REVENUES	500,000.00	0.00	21,465.01	4.29	478,534.99
EXPENDITURE SUMMARY					
DEBT SERVICE	500,000.00	0.00	0.00	0.00	500,000.00
TOTAL EXPENDITURES	500,000.00	0.00	0.00	0.00	500,000.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	21,465.01		(21,465.01)

Aged Accounts Receivable Report - August 2020

County Liens

7,689 Accounts in the Report

Current	$86,842.01
30 days	$41,394.83
60 days	$42,767.91
90 days	$60,004.47
over 120 days	$7,557,908.33
Total	$7,788,917.55

Court Appointed Attorney Fees	$4,569,352.69
Civil Judgement Lien	$191,625.49
Care of Poor	$2,531,816.51
Involuntary Mental Illness	$12,799.42
Voluntary Mental Illness	$312,747.34
Prisoner Meds	$146,789.82
Restitution (psycho sexual evals)	$196.00
Transcripts	$24,490.30
Other	($900.02)
Total	$7,788,917.55

Jail Costs

2,391 Accounts in the Report

Current	$10,629.42
30 days	$1,229.99
60 days	$33,044.00
90 days	$4,094.58
over 120 days	$1,527,805.25
Total	$1,576,803.24

CAA	$0.00
Jail Costs	$1,164,086.66
Prison Meds	$412,766.58
Other	($50.00)
Total	$1,576,803.24

Juvenile Detention

558 Accounts in the Report

Current	$0.00
30 days	$0.00
60 days	$0.00
90 days	$0.00
over 120 days	$0.00
Total	$0.00

Juveniles	$0.00
Other	$0.00
Total	$0.00

FY2021 Provisional Budget Changes

Budget Line Item	Description	Department	From	To	Revenues	Expenses
Current Property Tax Levy	Tax Amount Change - Utilities & Growth	101-311	12,873,076	$ 12,863,957	$ (9,119)	
						$ -
			General Fund	**Total Changes**	**$ (9,119)**	**$ -**
				Net Change	**$ 9,119**	
Current Property Tax Levy	Tax Amount Change - Utilities & Growth	301-311	$ 326,811	$ 326,579	$ (232)	
						$ -
			Building Fund	**Total Changes**	**$ (232)**	**$ -**
				Net Change	**$ 232**	
Highway BIG Matching Grant	Decrease due to awarded applications	201-311	$ 8,383,225	$ 8,279,025	$ -	$ (104,200)
Cash Applied - increase	Increase due to less expense	201-311	$ (203,629)	$ (307,829)	$ (104,200)	$ -
Revenue Change - General Fund	Misc Revenue - increase	101-360	$ 216,288	$ 224,528	$ 8,240	$ -
Revenue Change - Building Fund	Misc Revenue - increase	301-360	$ 40,710	$ 40,942	$ 232	$ -
Less 5% - General Fund		101	$ 766,911	$ 766,032		$ (879)

Levy Change	Description		From	To	Change
General Fund Levy	Change in levy due to decreased utilities		$ 3.932	$ 3.923	$ (0.009)
Jail Expansion Levy	Change due to valuation changes		$ 0.153	$ 0.152	$ (0.001)
Total Levy Change	Overall change to levy		$ 4.185	$ 4.175	$ (0.010)

RESOLUTION #20-___
ADOPTION OF THE 2021 ANNUAL BUDGET FOR
BROOKINGS COUNTY, SOUTH DAKOTA

WHEREAS, SDCL 7-21-5 through 13 provides that the Board of County Commissioners shall each year prepare a Provisional Budget of all contemplated expenditures and revenues of the County and all its institutions and agencies for such fiscal year, and

WHEREAS, the Board of County Commissioners did prepare a Provisional Budget and cause same to be published by law, and

WHEREAS, due and legal notice has been given to the meeting of the Board of County Commissioners for the consideration of such Provisional Budget and all charges, eliminations and additions have been made thereto.

NOW THEREFORE BE IT RESOLVED, that such Provisional Budget as amended and all its purposes, schedules, appropriations, amounts, estimates and all matters therein set forth, SHALL BE APPROVED AND ADOPTED AS THE ANNUAL BUDGET OF THE APPROPRIATIONS AND EXPENDITURES for Brookings County, South Dakota and all its institutions and agencies for calendar year beginning January 1, 2021 and ending December 31, 2021 and the same was hereby approved and adopted by the Board of County Commissioners of Brookings County, South Dakota, on the 22nd day of September, 2020. The Annual Budget so adopted is available for public inspection during normal business hours at the office of the County Finance Officer, Brookings County, South Dakota. The accompanying taxes are levied by Brookings County for the year January 1, 2021 through December 31, 2021.

COUNTY LEVIES	DOLLARS	$1,000
General Fund	$12,863,957	$3.923
County Building Fund	$ 326,579	$0.100
Jail Expansion	$ 500,000	$0.152
TOTAL	$13,690,536	$4.175

BOARD OF COUNTY COMMISSIONERS OF BROOKINGS COUNTY, SOUTH DAKOTA

_____ Chairperson
_____ Vice-Chairperson
_____ Commissioner
_____ Commissioner
_____ Commissioner

ATTEST:

_____
Brookings County Finance Officer

Annual Budget for Brookings County, South Dakota

For Year January 1, 2021 through December 31, 2021

	GOVERNMENTAL FUNDS										
	General Fund 101	Road & Bridge Fund 201	E-911 Fund 207	Emergency Mgmt Fund 226	Domestic Abuse Fund 229	Sobriety Fund 248	ROD Relief Fund 250	Volga TIF Fund 251	County Building Fund 301	Jail Expansion Project Fund 304	Debt Service Fund 401
General Government											
110 Legislative											
111 Board of County Commissioners	604,584.00										
112 Contingency	730,000.00										
120 Elections	33,600.00										
130 Judicial	807,000.00										
140 Financial Administration											
143 Finance	630,718.00										
150 Legal Services											
151 States Attorney	733,326.00										
153 Law Library											
154 Teen Court	25,000.00										
160 Other Administration											
161 General Government Building	482,334.00								331,000.00		
162 Director of Equalization	598,954.00										
163 Register of Deeds	243,528.00						22,400.00				
165 Veteran's Service Officer	99,835.00										
166 Predatory Animal (GFP)	7,825.00										
171 Technology	502,738.00										
172 Human Resources	121,323.00										
Total General Government	5,620,765.00	-	-	-	-	-	22,400.00	-	331,000.00	-	-
Public Safety											
210 Law Enforcement											
211 Sheriff	1,760,381.00										
212 County Jail	1,721,304.00					97,710.00					
213 Coroner	32,260.00										
214 Juvenile Detention	118,000.00										
215 Crimestoppers	500.00										
219 Humane Society	10,000.00										
220 Protective and Emergency Services											
221 Fire Department Trust	110,000.00										
222 Emergency & Disaster Services				184,025.00							
223 Drainage Commission	8,500.00										
225 Enhanced 911	105,477.00		340,450.00								
Total Public Safety	3,866,422.00	-	340,450.00	184,025.00	-	97,710.00	-	-	-	-	-

Annual Budget for Brookings County, South Dakota

For Year January 1, 2021 through December 31, 2021

	GOVERNMENTAL FUNDS										
	General Fund 101	Road & Bridge Fund 201	E-911 Fund 207	Emergency Mgmt Fund 226	Domestic Abuse Fund 229	Sobriety Fund 248	ROD Relief Fund 250	Volga TIF Fund 251	County Building Fund 301	Jail Expansion Project Fund 304	Debt Service Fund 401
Public Works											
310 Highways and Bridges											
311 Highway		8,279,025.00									
Total Public Works	-	8,279,025.00	-	-	-	-	-	-	-	-	-
Health and Welfare											
410 Economic Assistance											
411 Welfare	230,986.00										
420 Health Assistance											
416 Food Pantry	6,000.00										
421 Community Health	73,028.00										
423 Hospital Funding											
427 Women, Infants, & Children (WIC)	25,456.00										
430 Social Services											
432 Bkgs Area Transit Authority	55,000.00										
433 Community Action	14,758.00										
434 Domestic Abuse	-				12,000.00						
439 211 Call Center	1,000.00										
440 Mental Health Services											
441 Behavioral Health	97,400.00										
442 ADVANCE	35,000.00										
444 ECBHCD	200,000.00										
445 Brkgs Empowerment Project	500.00										
Total Health and Welfare	739,128.00	-	-	-	12,000.00	-	-	-	-	-	-
Culture and Recreation											
510 Culture											
511 Public Library	23,700.00										
512 Historical Museum	3,000.00										
521 Boys & Girls Club											
526 Youth Mentoring Program	5,000.00										
520 Recreation											
525 Senior Companion	2,300.00										
528 Outdoor Adventure Center	356,559.00										
Total Culture and Recreation	390,559.00	-	-	-	-	-	-	-	-	-	-

Annual Budget for Brookings County, South Dakota

For Year January 1, 2021 through December 31, 2021

	GOVERNMENTAL FUNDS										
	General Fund 101	Road & Bridge Fund 201	E-911 Fund 207	Emergency Mgmt Fund 226	Domestic Abuse Fund 229	Sobriety Fund 248	ROD Relief Fund 250	Volga TIF Fund 251	County Building Fund 301	Jail Expansion Project Fund 304	Debt Service Fund 401
Conservation of Natural Resources											
610 Soil Conservation											
611 4-H	137,258.00										
612 Soil Conservation	25,000.00										
615 Weed Control	272,644.00										
625 Wetland											
Total Conservation of Natural Resources	434,902.00	-	-	-	-	-	-	-	-	-	-
Urban and Economic Development											
710 Urban Development											
711 Planning & Zoning	215,370.00										
712 First District Planning	46,871.00										
720 Economic Development											
721 Economic Development	100,000.00							17,800.00			
729 Other Economic Development	600.00										
Total Urban and Economic Development	362,841.00	-	-	-	-	-	-	17,800.00	-	-	-
Intergovernmental Expenditures											
750 Wheel Tax to Townships/Cities		125,000.00									
Total Debt Service	-	125,000.00	-	-	-	-	-	-	-	-	-
Debt Service											
810 Principal									121,648.00		-
820 Bond Interest Payments											500,000.00
Total Debt Service	-	-	-	-	-	-	-	-	121,648.00	-	500,000.00
Capital Outlay											
890 Building Project										7,400,000.00	
Total Capital Outlay	-	-	-	-	-	-	-	-	-	7,400,000.00	-
Other Uses											
910 Other Financing Uses											
911 Operating Transfers Out	3,140,000.00										
County Building Fund											
Emergency Management											
Hwy & Bridge 201											
ROD Relief Fund											
Jail Expansion Project Fund	-										
Total Other Uses	3,140,000.00	-	-	-	-	-	-	-	-	-	-
Total Appropriations	14,554,617.00	8,404,025.00	340,450.00	184,025.00	12,000.00	97,710.00	22,400.00	17,800.00	452,648.00	7,400,000.00	500,000.00

Annual Budget for Brookings County, South Dakota

For Year January 1, 2021 through December 31, 2021

	GOVERNMENTAL FUNDS										
	General Fund 101	Road & Bridge Fund 201	E-911 Fund 207	Emergency Mgmt Fund 226	Domestic Abuse Fund 229	Sobriety Fund 248	ROD Relief Fund 250	Volga TIF Fund 251	County Building Fund 301	Jail Expansion Project Fund 304	Debt Service Fund 401
Cash Balance Applied	-	(307,829)				37,710					-
311 Current Property Tax Levy	12,863,957.00							17,800.00	326,579.00		
Less 25% to Cities	(4,701.00)										
312/319 – Other Taxes	31,100.00	600,000.00							450.00		500,000.00
Net Total Taxes	12,890,356.00	600,000.00	-	-	-	-	-	17,800.00	327,029.00	-	500,000.00
320 Licenses and Permits	69,900.00	8,000.00			8,500.00						
330 Intergovernmental Revenue	815,000.00	4,532,176.00	340,000.00	44,000.00					108,500.00		
340 Charges for Goods & Services & Fees	1,262,465.00	386,678.00			3,500.00	60,000.00	22,400.00				
350 Fines and Forfeits	52,400.00										
360 Miscellaneous Revenue	224,528.00	50,000.00	450.00	25.00					40,942.00		
370 Other Financing Resources	6,000.00	3,135,000.00		140,000.00						7,400,000.00	
Subtotal	15,320,649.00	8,404,025.00	340,450.00	184,025.00	12,000.00	97,710.00	22,400.00	17,800.00	476,471	7,400,000	500,000.00
Less 5% (SDCL7-21-18)	766,032.00								23,823		-
Net Means of Finance	14,554,617.00	8,404,025.00	340,450.00	184,025.00	12,000.00	97,710.00	22,400.00	17,800.00	452,648.00	7,400,000.00	500,000.00
Total Appropriations	14,554,617.00	8,404,025.00	340,450.00	184,025.00	12,000.00	97,710.00	22,400.00	17,800.00	452,648.00	7,400,000.00	500,000.00
	-	-	-	-	-	-	-	-	-	-	-

COUNTY LEVIES	Dollars	$1,000
General Fund	12,863,957.00	3.923
County Building Fund	326,579.00	0.100
Jail Expansion	500,000.00	0.152
	13,690,536	4.175

..Title
20th Street South BUILD Grant/Interchange Project Update

..Body
Summary:
The City of Brookings was awarded a federal "Better Utilizing Investments to Leverage Development" (BUILD) Grant to construct 20th Street South between 22nd Avenue South and 34th Avenue South along with an interchange at I-29 & 20th Street South. The engineering firm HDR was hired to complete the first phase of the project, which will include the Interstate Justification Report, environmental assessment, right-of-way and design. Staff will provide an update of the project and the 30% construction cost estimate.

Background:
The BUILD grant was awarded to the City of Brookings in the fall of 2019. The grant provides for constructing 20th Street South from 22nd Avenue South to 34th Avenue South along with a new interchange. The BUILD Grant was awarded through the U.S. Department of Transportation for a total project cost anticipated at $23,347,037. Approximately $4,669,407 or 20% of the funding is local. This local match is met with City partners including $2 million from Brookings County, $669,407 from Private Donors and $2 million of City funding to make the project possible.

Staff will provide a 30% construction review at this meeting. The 60% review is tentatively scheduled for November, 2020 and the 90% review is tentatively scheduled for February, 2021.

..Body2
Attachments:
Map

I-29 Exit 130 (20th Street S.) Interchange Project Location

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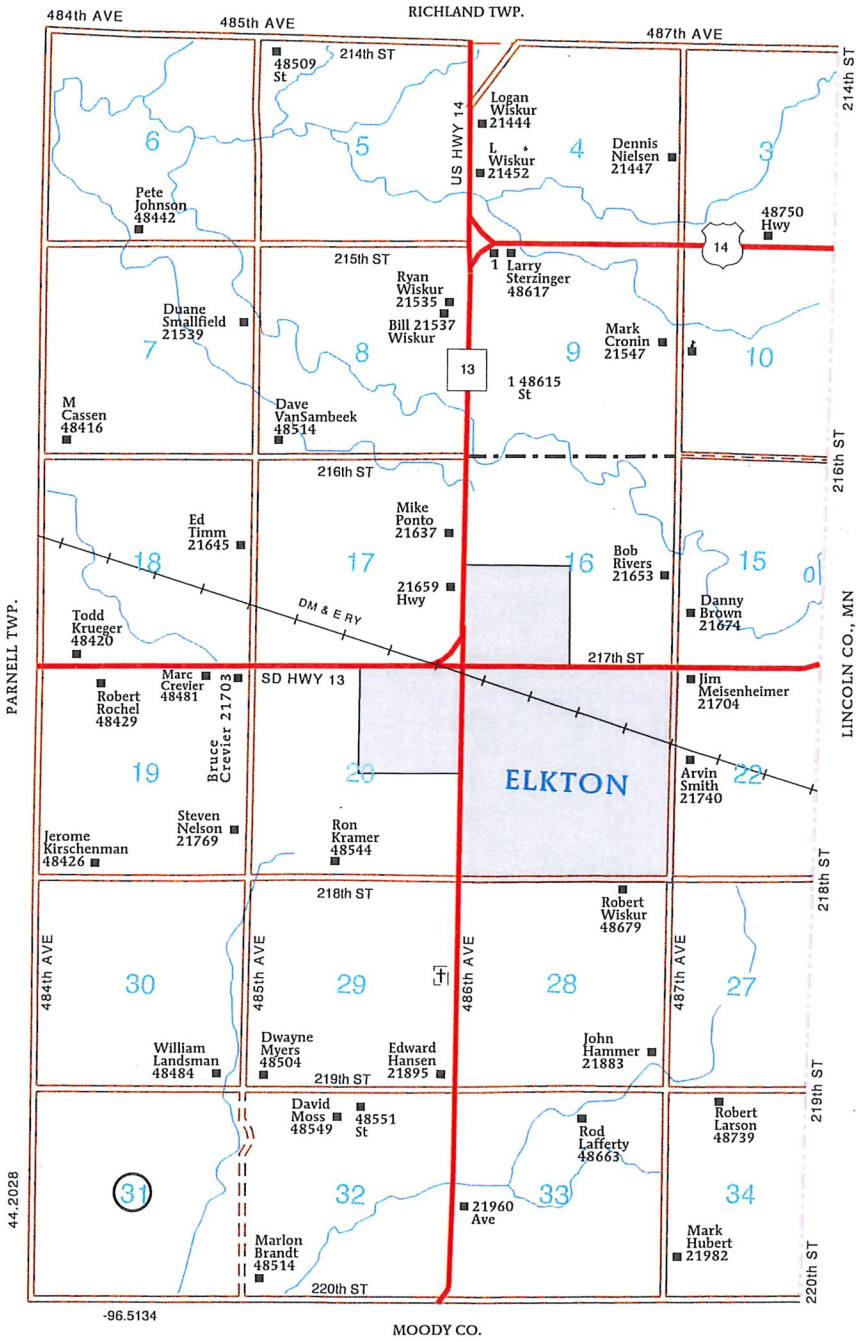
Turn to the DISTRICT MANAGER
Page in this book to see how

T-109-N

ELKTON DIRECTORY

(Residents - Owners or Renters)

R-47-W



RESOLUTION #20-___

RESOLUTION APPROVING FORMS OF DOCUMENTS AND THE PRICING, SALE, AND EXECUTION OF CERTIFICATES OF PARTICIPATION

WHEREAS, pursuant to Section 2.02 of Resolution 17-3, the forms of the documents relating to the Jail Renovation and Improvement Project have been prepared and are hereby submitted to the County; and

WHEREAS, pursuant to Section 2.02 of Resolution 17-13, the form of the Preliminary Official Statement has been prepared and is submitted to the County.

WHEREAS, pursuant to Section 2.02 and Section 4 of Resolution 17-13, the States Attorney has reviewed the documents and has given his approval thereof.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS BY THE BROOKINGS COUNTY COMMISSION AS FOLLOWS:

Section 1. Acceptance of Document Forms. Pursuant to Section 2.02, Section 4, and Section 9 of Resolution 17-3, the forms of the First Supplemental Declaration of Trust, First Amendment to Lease-Purchase Agreement, First Supplemental Ground Lease, and Preliminary Official Statement (the "Documents") are accepted and filed with the Finance Officer and open to public inspection during regular business hours.

Section 2. Attachment of Documents to Resolution 17-02. As per Section 3.01, the First Supplemental Declaration of Trust and First Amended Lease Purchase-Agreement shall be attached to Resolution 17-13.

Section 3. Pricing, Sale and Execution. Pursuant to Section 2.01 and Section 3.02 of Resolution 17-13, Colliers Securities, LLC, formerly Dougherty & Company LLC, is directed to offer for sale to the public the Certificates of Participation, Series 2020 (Limited Tax General Obligation) Evidencing Proportionate Interests of the Owners of Certificates of Participation in Lease-Purchase Agreement between First Bank & Trust and Brookings County, South Dakota. As per Section 4 of Resolution 17-03, the Chairman and Finance Officer are authorized to execute the Documents in their final form.

Dated this 22nd day of September, 2020.

_____
Michael Bartley, Chairperson
Brookings County Commission

ATTEST:

_____
Vicki Buseth, Finance Officer
Brookings County

FIRST SUPPLEMENTAL DECLARATION OF TRUST

By

FIRST BANK & TRUST

and joined in by

BROOKINGS COUNTY, SOUTH DAKOTA

Dated as of the 1st day of November 2020.

This instrument drafted by:

Meierhenry Sargent LLP
315 S. Phillips Avenue
Sioux Falls, SD 57104
(605) 336-3075

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PARTIES

THE FIRST AMENDED DECLARATION OF TRUST, made and entered into as of November 1, 2020 (the Trust Agreement), by FIRST BANK & TRUST, a bank duly organized and existing under the laws of the United States of America (the Trustee) and joined in by BROOKINGS COUNTY, a political subdivision of the State of South Dakota (the County), supplements the Declaration of Trust dated July 18, 2012;

W I T N E S S E T H

WHEREAS, the County has completed the renovation of the County Courthouse and now wishes to renovate and improve the jail (the Facility), to be located on certain real estate owned by the County (the Land), by means of a lease-purchase financing as authorized by Chapter 7-25, South Dakota Codified Laws, as amended (the Act); and

WHEREAS, the County has requested that the Trustee serve both as lessor under a Lease-Purchase Agreement and as trustee hereunder, and the Trustee has agreed to serve in those capacities; and

WHEREAS, the County and the Trustee have entered into a Ground Lease dated July 18, 2012as supplemented by a Supplemental Ground Lease dated November 1, 2020 (the Ground Lease), whereby the County leases the Land to the Trustee; and

WHEREAS, the Trustee and the County have entered into a Lease-Purchase Agreement, dated July 18, 2012 as amended by the First Amendment to the Lease-Purchase Agreement dated November 1, 2020 (the Lease), by which the Trustee subleases its leasehold interest in the Land and leases its interest in the Facility to the County, and the County agrees, as the agent of the Trustee, to cause the Facility to be improved and equipped on the Land; and

WHEREAS, the County, in order to obtain the most advantageous financing, has requested the Trustee to create the trust and Trust Fund contemplated by this Declaration of Trust, to assign to the trust its interest in and to the Lease, including its right to receive Lease Payments thereunder, and the Ground Lease, and to issue Certificates of Participation, Series 2012 evidencing proportionate interest of the owners in a Lease-Purchase Agreement (the 2012 Certificates) in the trust, representing undivided interests in the Lease and the right to receive the Lease Payments thereunder; and

WHEREAS, the County, in order to obtain the most advantageous financing, has requested the Trustee pursuant to section 3.19, to assign to the trust its interest in and to the Lease, including its right to receive Lease Payments thereunder, and the Ground Lease, and to issue Certificates of Participation, Series 2020 (Limited Tax General Obligation) evidencing proportionate interest of the owners in a Lease-Purchase Agreement (the 2020 Certificates) in the trust, representing undivided interests in the Lease and the right to receive the Lease Payments thereunder; and

WHEREAS, Collier Securities, LLC (the Original Purchaser) has agreed to purchase the Certificates pursuant to a purchase contract, dated November 1, 2020;

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

GRANTING CLAUSE

That the County, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the payment of good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of, and interest and any other sums payable on the Certificates outstanding hereunder from time to time, according to their tenor and effect, and to secure the observance and performance by the County of all covenants expressed or implied herein, does hereby grant, bargain, sell, convey, assign and pledge unto First Bank & Trust, Brookings, South Dakota, as Trustee, and unto its successors in trust, and to its assigns forever, all of the County's estate, right, title and interest in, to and under any and all of the following described rights and interest (herein called the "Trust Estate"):

I

The taxes levied pursuant to SDCL §7-25-1 and the present and continuing rights (a) to make claim for, collect, receive and receipt for any of the lease payments, tax revenues, issues and profits arising from the County's rights in the Lease and the Ground Lease, proceeds from any insurance policy maintained pursuant to Article VII of the Lease and all moneys and investments of all funds and accounts created in this Trust Agreement; and

II

The proceeds of the Certificates, including any investment earnings thereon, the proceeds of any certificates issued to refund the Certificates, in whole or in part, and such other tax revenues, funds, proceeds or grants at any time contributed by the County or any other party to the Trust Estate as additional security for the Certificates.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in said Trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trust herein set forth for the equal and proportionate benefit, security and protection of all present and future Certificate Owners, from time to time, issued under and secured by this Trust Agreement without privilege, priority or distinction as to the lien or otherwise of any of the Certificates over any of the others of the Certificates with respect to County's payments under the Lease.

PROVIDED, HOWEVER, that if the County or its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Certificates and the interest due or to become

due thereon, at the times and in the manner mentioned in the Certificates according to the true intent and meaning thereof, and shall cause the payments to be made into the various funds as required herein or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon, and to the extent not required to pay the Certificates, the Trustee shall have delivered all moneys in the funds and accounts created in this Trust Agreement pursuant to and to the extent required by Article IV hereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Trust Agreement, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with terms and provisions hereof, then, except as otherwise set forth herein, upon such final payment this Trust Agreement and the rights hereby granted shall cease, determine and be void, otherwise this Trust Agreement to be and remain in full force and effect.

THIS DECLARATION OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Certificates issued and secured hereunder are to be issued, authenticated and delivered and subject to the terms, conditions, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the County does hereby agree and covenant with the Trustee and with the respective Certificate Owners, from time to time, as follows:

ARTICLE I. DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions. For the purposes of this Trust Agreement the terms defined in the Lease and capitalized herein shall have the meanings ascribed to them in the Lease unless the context requires some other meaning. In addition, the terms defined below shall have the meanings ascribed to them as set forth below.

Act of Bankruptcy means the filing of a petition by the County under the United States Bankruptcy Code or any other bankruptcy or similar act of the United States or any state which may now or hereafter be enacted.

Additional Certificates means additional parity Certificates issued pursuant to Section 3.19 hereof.

Authorized Newspapers means a financial paper or a newspaper of general circulation in Brookings County, South Dakota.

Authorized Officer, when used with respect to the County, means the Chairman, County Finance Officer or any other person who is designated in writing by the County Finance Officer as an Authorized Officer for purposes of this Trust Agreement. The term "Authorized Officer," when used with respect to the Trustee, means any vice president and/or trust officer who is authorized to take the action in question on behalf of the Trustee.

Book Entry Certificates means that part of a Series for which a Securities Depository or its nominee is the Certificate Owner.

Beneficial Owner means the person who enjoys the benefits of owning the Certificates regardless of whose name is indicated as the Owner.

Business Day means any day upon which banks located in the State are not required or authorized to remain closed and on which the New York Stock Exchange is not closed.

Certificate Payment Date means June 1 and December 1 of each year commencing December 1, 2020.

Certificate Register means a record kept by the Certificate Registrar that lists the names and addresses of the Certificate Owners.

Certificate Registrar means First Bank & Trust, Brookings, South Dakota.

2012 Certificates means the Certificates of Participation, Series 2012 evidencing proportionate interest of the owners in a Lease-Purchase Agreement prepared and delivered by the Trustee pursuant to this Trust Agreement.

2020 Certificates means the Certificates of Participation, Series 2020 (Limited Tax General Obligation) evidencing proportionate interest of the owners in a Lease-Purchase Agreement prepared and delivered by the Trustee pursuant to this Trust Agreement.

Chairman means the Chairman of the County Commissioners.

Construction Account means the account established under Section 4.02.

Construction Contract means a contract or contracts for the construction of the Facility.

Construction Costs means all costs of payment of, or reimbursement for construction, installation and financing of the Facilities, including but not limited to, administrative costs, engineering costs, costs of feasibility, environmental and other reports, inspection costs, permits, fees, filing and recording costs, costs of obtaining title insurance or a title opinion, printing costs, reproduction and binding cots, legal fees, and charges, professional consultant fees, and charges and fees in connection with the foregoing; if the Certificates are secured by bond insurance of other credit enhancement, then to the extent permitted by the Code, the initial premium or fee and any premium or fee paid during the construction of the Facilities, for such bond insurance or other credit enhancement shall be treated as a part of the Construction Costs.

Cost of Issuance means all fees and expenses incurred by the County in connection with the execution and delivery of the Lease and the Issuance of the Certificates, including by not limited to, costs of preparing and printing the certificates, the Trust Agreement, the Lease, the Official Statement relating to the Certificates, and related documents; legal fees (including those of counsel to the Trustee, the County and the "Original Purchasers"); Rating Agency fees and the Trustee's initial fees.

County means Brookings County, South Dakota, an organized county under the laws of the State.

County Finance Officer means the Finance Officer of the County elected pursuant to the provisions of South Dakota Codified Laws Title 7 or, in the absence of such appointment or in the event the person so appointed is unable or incapable of acting in such capacity, the person appointed by the County's governing body to perform the duties otherwise performed by the Finance Officer, or her designee.

County Courthouse means the courthouse building which is located at 314 6th Street, Brookings, South Dakota.

Determination of Taxability means a final, non-appealable, determination by the Internal Revenue Service or of a court which determines that the interest component on the Certificates is includable in gross income for federal income tax purposes.

Event of Bankruptcy means the filing of a petition in bankruptcy (or other commencement of a bankruptcy or similar proceedings) by County as debtor, under the Bankruptcy Code or any other bankruptcy, reorganization, insolvency or other similar law as now or hereafter in effect.

Event of Default means any of the events specified in Section 7.01 to be an Event of Default. A "default" means any event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

Facility or Facilities means the County Courthouse and the Jail Renovation and Improvement Project.

Federal means the United States Government.

Ground Lease means the Ground Lease executed by Brookings County, as Lessor, and the Trustee, as Lessee dated July 18, 2012, the First Supplemental Ground Lease dated November 1, 2020, and any amendment thereof or supplement thereto..

Interest means the portion of any Lease Payment designated as and comprising of interest as described in Exhibit B attached to the Lease.

Issue Price means the initial offering price of the Certificates to the public at which price at least 10% of the Certificates of each maturity were sold.

Land means the real property described on Exhibit A of the Lease including any property added to or substituted for any portion of the Land and less any real property released from the Lease and the lien for the Trust Agreement, all pursuant to Article V of the Lease.

Lease Payments means the Lease Payments as defined in the Lease.

Lease means the Lease-Purchase Agreement, dated as of July 18, 2012 between the Trustee, as lessor, and the County, as lessee, the First Amendment to the Lease-Purchase Agreement dated November 1, 2020, and any amendment thereof or supplement thereto.

Lease Payment Date means a Payment Date as defined in the Lease.

Original Purchaser means First Bank & Trust, Brookings, South Dakota.

Outstanding when used with reference to the Certificates and as of any particular date, means all Certificates theretofore delivered except: (i) any Certificate canceled or fully paid by the Trustee at or before said date; (ii) any Certificate in lieu of or in substitution for which another Certificate shall have been delivered pursuant to this Trust Agreement; and (iii) for the sole purpose of determining the percentage of Certificate Owners consenting to an amendment to this Trust Agreement or authorizing any action by the Trustee or the exercise of any remedy hereunder, any Certificate owned by the County or any of its departments, agencies, institutions, instrumentalities or political subdivisions. For all other purposes Certificates owned by the County or any such entity which are not described in paragraphs (i) and (ii) shall be treated as Outstanding hereunder.

Outstanding Certificate means any Certificate which has been authenticated and delivered under the Trust Agreement except cancelled or surrendered or deemed to have been paid.

Owner or Certificate Owner or Owner of Certificates or any similar term, when used with respect to the Certificates, means the registered owner of any Outstanding Certificate.

Permitted Investments means, to the extent permitted by applicable law

(i) (A) bonds or interest-bearing notes or obligations of the United States, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.

(B) Securities either directly or indirectly guaranteed by the United States.

(C) Repurchase agreements fully collateralized by securities described in (1) (A) or (B), meeting the requirements of Sections 4-5-6 and 4-5-9, South Dakota Codified Laws.

(D) Shares of an open-end, no-load fund, rated in the highest short term or one of the two highest long-term rating categories by nationally recognized rating agencies, administered by an investment company registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933 and whose only investments are in securities described in (i) (A) and (B) and repurchase agreements described in (i) (C).

(E) Time deposits and interest-bearing accounts with any institution constituting a "qualified public depository" under Chapter 4-6A, South Dakota Codified Laws.

(ii) bonds or interest-bearing notes or obligations that are guaranteed as to principal and interest by a federal agency of the United States.

(iii) bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal intermediate credit banks established under the Federal Farm Loan Act, as amended; bonds or debentures of the Federal Home Loan Bank Board established

under the Federal Home Loan Bank Act; bonds and debentures of the Federal National Mortgage Association established under the National Housing Act, as amended; bonds of any federal home loan bank established under said act; obligations of the Federal Home Loan Mortgage Corporation; and any other obligation of a federal agency which obligation is rated in one of the two highest long term rating categories by nationally recognized rating agencies.

Prepayment Price means the price at which the Certificates are to be prepaid or redeemed (or purchased in lieu of prepayment or redemption, where applicable), determined as of the applicable prepayment date, as the case may be.

Principal Office when used with respect to the Trustee, means the principal office of the Trustee situated at 520 6th Street, Brookings, South Dakota 57006, at which the Trustee conducts its corporate trust business; or any office so designated by a successor trustee.

Rebate Certificate means the Tax Exemption Certificate and Agreement executed by the County on the date the Certificates are issued.

Record Date means the fifteenth day of the calendar month next preceding any Interest Payment Date, regardless whether such day is a Business Day.

Register means the Register maintained by the Registrar pursuant to Section 3.11 of the Trust Agreement.

Registrar means First Bank & Trust, Brookings, South Dakota, or any successor Registrar appointed by the Trustee pursuant to Section 6.06 hereof.

Redemption Account means an account established pursuant to Section 4.04 of this Agreement.

State means the State of South Dakota.

Stated Maturity means, when used with respect to any Certificate or installment of interest thereon, the date specified in such Certificate as the fixed date upon which principal of such Certificate or such installment of interest is due and payable.

Supplemental Trust Agreement means any indenture supplemental or amendatory to this Trust Agreement entered into by the County and the Trustee pursuant to Article VIII hereof.

Trust Agreement means this First Supplemental Indenture of Trust dated November 1, 2020.

Trust Fund means the trust fund created pursuant to Article IV hereof.

Trustee means First Bank & Trust, Brookings, South Dakota.

Section 1.02. Rules of Construction. Words of the masculine and feminine genders shall be deemed and construed to include the neutral gender. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa, and words

importing persons shall include corporations and associations, including public bodies, as well as natural persons.

The terms "hereby", "hereof", "hereto," "herein," "hereunder" and any similar terms, as used in this Trust Agreement, refer to this Trust Agreement.

ARTICLE II. RECITALS AND REPRESENTATIONS

Section 2.01. Lease of the Facility. The Trustee and the County have entered into a Ground Lease under which the County has agreed to lease the Land to the Trustee. The Trustee and the County will also enter into the Lease, whereby the Trustee agrees to sublease the Land and lease and sell the Facility to the County and the County agrees to sublease the Land and lease and purchase the Facility from the Trustee.

Section 2.02. Creation of Trust. The Trustee, at the request of the County, has created a trust for the benefit of the Certificate Owners, from time to time of the Certificates issued hereunder. The trust created hereunder shall be irrevocable while any Certificates are outstanding hereunder. The corpus of the trust shall consist of (i) all of the Trustee's right, title and interest in and to the Ground Lease and the Lease, except the rights of the Trustee to compensation, reimbursement or indemnity from the County thereunder, which rights are specifically reserved by the Trustee, (ii) the Trust Fund created in Article IV hereof and (iii) any other property or rights hereafter assigned or contributed to the trust by the County or the Trustee by amendment or supplement hereto.

Section 2.03. Deposit of Moneys. ***(a)*** In order to induce the Trustee to proceed with the Ground Lease and to assure the County that the Construction Costs will be paid without delay and that the Facility will be available for lease without delay, the County has agreed to execute the Lease and from the proceeds of the sale of the Certificates the Trustee will deposit in the Trust Fund provided for in Section 4.01 hereof the following:

Account	Amount
Construction Fund	
Construction Fund (Costs of Issuance)	
Total	

Section 2.04. Conditions Precedent Satisfied. All acts, conditions and things required by law to exist, happen and be performed precedent to and in connection with the execution and entering into of this Trust Agreement have happened and have been performed in regular and due time, form and manner as required by law and the parties hereto are now duly empowered to execute and enter into this Trust Agreement.

ARTICLE III. CERTIFICATES TERMS AND PROVISIONS

Section 3.01. Preparation of Certificates. The Trustee is hereby directed to prepare, execute and deliver to the Original Purchaser, 2020 Certificates in an aggregate principal amount of Seven Million Two Hundred Sixty Thousand and no/100 dollar ($7,260,000) evidencing undivided ownership interests in the Lease Payments to be paid by the County under the Lease, in exchange for the amount specified in Section 2.03, which represents the face amount of the Certificates, plus accrued interest, less the amount of the Underwriter's Discount and less the cost of the Insurance Policy, in Federal or equivalent funds. The amount of the Underwriter's Discount shall, for all purposes of the Lease and this Trust Agreement, be deemed to have been received and paid out by the Trustee. The total stated principal amount of 2020 Certificates that may be issued hereunder is hereby expressly limited to $7,260,000.

Section 3.02. Form; Denominations; Medium of Payment. The 2020 Certificates shall be delivered in the form of fully registered certificates without coupons in the denominations of $5,000 (Five Thousand Dollars) each or any integral multiple thereof (which form shall be substantially in the form set forth in Exhibit B hereto attached and by this reference herein incorporated), with such further appropriate particular designation added to or incorporated in such title for the Certificates of the particular series as may be set forth in the provisions of this. The Certificates shall be payable in any lawful money of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 3.03. Date of 2020 Certificates. The 2020 Certificates delivered on or after November 2, 2020, shall be dated as of the preceding Certificate Payment Date unless such date of delivery shall be a Certificate Payment Date, in which case they shall be dated as of such date of delivery.

Section 3.04. Payment of Principal and Interest with Respect to Certificates.

Principal due on the Certificates at maturity or redemption thereof, whichever is earlier, shall represent the sum of the portion of the Lease Payments designated as Principal coming due on the Certificate Payment Date in each year.

(a) The 2012 Certificates shall be payable as follows:

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/18/2012	-	-	-	-	-
06/01/2013	17,003.51	2.800%	43,820.00	60,823.51	60,823.51
12/01/2013	35,861.56	2.800%	24,961.95	60,823.51	-
06/01/2014	36,363.63	2.800%	24,459.89	60,823.52	121,647.03
12/01/2014	36,872.72	2.800%	23,950.80	60,823.52	-
06/01/2015	37,388.93	2.800%	23,434.58	60,823.51	121,647.03
12/01/2015	37,912.38	2.800%	22,911.14	60,823.52	-
06/01/2016	38,443.15	2.800%	22,380.36	60,823.51	121,647.03
12/01/2016	38,981.36	2.800%	21,842.16	60,823.52	-

06/01/2017		39,527.10		2.800%		21,296.42		60,823.52		121,647.04
12/01/2017		40,080.48		2.800%		20,743.04		60,823.52		-
06/01/2018		40,641.60		2.800%		20,181.91		60,823.51		121,647.03
12/01/2018		41,210.58		2.800%		19,612.93		60,823.51		-
06/01/2019		41,787.53		2.800%		19,035.98		60,823.51		121,647.02
12/01/2019		42,372.56		2.800%		18,450.96		60,823.52		-
06/01/2020		42,965.77		2.800%		17,857.74		60,823.51		121,647.03
12/01/2020		43,567.29		2.800%		17,256.22		60,823.51		-
06/01/2021		44,177.24		2.800%		16,646.28		60,823.52		121,647.03
12/01/2021		44,795.72		2.800%		16,027.80		60,823.52		-
06/01/2022		45,422.86		2.800%		15,400.66		60,823.52		121,647.04
12/01/2022		46,058.78		2.800%		14,764.74		60,823.52		-
06/01/2023		46,703.60		2.800%		14,119.91		60,823.51		121,647.03
12/01/2023		47,357.45		2.800%		13,466.06		60,823.51		-
06/01/2024		48,020.46		2.800%		12,803.06		60,823.52		121,647.03
12/01/2024		48,692.74		2.800%		12,130.77		60,823.51		-
06/01/2025		49,374.44		2.800%		11,449.07		60,823.51		121,647.02
12/01/2025		50,065.68		2.800%		10,757.83		60,823.51		-
06/01/2026		50,766.60		2.800%		10,056.91		60,823.51		121,647.02
12/01/2026		51,477.33		2.800%		9,346.18		60,823.51		-
06/01/2027		52,198.02		2.800%		8,625.50		60,823.52		121,647.03
12/01/2027		52,928.79		2.800%		7,894.73		60,823.52		-
06/01/2028		53,669.79		2.800%		7,153.72		60,823.51		121,647.03
12/01/2028		54,421.17		2.800%		6,402.34		60,823.51		-
06/01/2029		55,183.07		2.800%		5,640.45		60,823.52		121,647.03
12/01/2029		55,955.63		2.800%		4,867.89		60,823.52		-
06/01/2030		56,739.01		2.800%		4,084.51		60,823.52		121,647.04
12/01/2030		57,533.35		2.800%		3,290.16		60,823.51		-
06/01/2031		58,338.82		2.800%		2,484.69		60,823.51		121,647.02
12/01/2031		59,155.56		2.800%		1,667.95		60,823.51		-
06/01/2032		59,983.74		2.800%		839.77		60,823.51		121,647.02
Total		$1,800,000.00		-		$572,117.06		$2,372,117.06		-

(b) The 2020 Certificates shall be in the aggregate principal amount of $7,260,000, shall mature as follows:

Maturity	Principal Amount	Interest Rate	Yield	CUSIP®
12/01/2021	$ 320,000			
12/01/2022	355,000			
12/01/2023	370,000			
12/01/2024	380,000			
12/01/2025	390,000			
12/01/2026	400,000			
12/01/2027	415,000			
12/01/2028	425,000			
12/01/2029	430,000			
12/01/2030	440,000			
12/01/2031	450,000			
12/01/2032	460,000			
12/01/2033	465,000			
12/01/2034	475,000			
12/01/2035	485,000			
12/01/2036	495,000			

12/01/2037 505,000

(b) Interest with respect to the Certificates shall be payable semiannually on June 1 and December 1 of each year to and including the date of maturity or redemption, whichever is earlier, commencing for the 2020 Certificates on June 1, 2021.

Section 3.05. Legends. The Certificates may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Trust Agreement as may be necessary or desirable to comply with custom, or otherwise as may be determined by the County prior to delivery thereof.

Section 3.06. Delivery of Intial Bonds. The Certificates shall be executed in the name of and by the Trustee, as trustee under this Trust Agreement, by the manual signature of an Authorized Officer of the Trustee.

The Trustee shall authenticate and deliver the Certificates when there have been filed with it the following:

(a) A copy certified by the County Finance Officer of the County of the Resolution authorizing (1) the execution and delivery of the Lease (2) the execution and delivery of this Trust Agreement, and (3) the issuance, sale, execution and delivery of the Certificates;

(b) An original executed counterpart of this Trust Agreement;

(c) An original executed counterpart of the Ground Lease and Lease-Purchase Agreement;

(d) An opinion or opinions of Meierhenry Sargent LLP, addressed to the County and the Trustee, to the effect that this Trust Agreement and the Certificates have each been validly authorized, are binding and enforceable against the County, subject to bankruptcy and equitable principles, that the issuance of the Certificates have been duly authorized and that interest component on the Certificates is not included in gross income for federal income tax purposes under the Code;

(e) A request and authorization of the County, signed by the Chairman and the County Finance Officer, to the Trustee to authenticate and deliver the Certificates to such person or persons named therein upon payment for the account of the Issuer of a specified sum plus accrued interest to the date of delivery;

Simultaneously with the delivery of the Certificates, the Trustee shall apply, or arrange for the application of, the proceeds thereof in accordance with the Disbursement Requests in the form provided for in Exhibit A of the Trust Agreement, and dated the Issue Date.

Additional Bonds shall be delivered only upon compliance with Section 3.19 and the provisions of the supplemental indentures providing for their issuance

Section 3.07. Interchangeability of Certificates. Certificates, upon surrender thereof at the Principal Office of the Trustee with a written instrument of transfer satisfactory to the Registrar, duly executed by the Owner or his or her attorney duly authorized in writing, may, at the option of the Owner thereof, be exchanged for an equal aggregate principal amount of Certificates of the same maturity of other authorized denominations.

Section 3.08. Negotiability. The transfer and registry of the Certificates issued pursuant to this Trust Agreement shall be negotiable as provided by law subject to the provisions for registration and transfer contained in this Article and in the Certificates.

Section 3.09. Transfer of Certificates.

(a) The registration of each Certificate shall be transferable only upon the Certificate Register, which shall be kept for the purpose at the Principal Office of the Registrar, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or his or her duly authorized attorney. Upon the registration of the transfer and the surrender of any such Certificate, the Trustee shall provide, in the name of the transferee, a new Certificate or Certificates of the same aggregate principal amount and maturity as the surrendered Certificates.

(b) The Trustee shall deem and treat the person in whose name any Outstanding Certificate shall be registered upon the Certificate Register as the absolute Owner of such Certificate, whether such Certificate shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal and interest payments with respect to such Certificate and for all other purposes, and all such payments so made to any such Owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid, and neither the Trustee, the County nor the Trustee shall be affected by any notice to the contrary.

Section 3.10. Regulations with Respect to Exchange and Transfer. In all cases in which the privilege of exchanging or transferring Certificates is exercised, the Trustee shall execute and deliver Certificates in accordance with the provisions of this Article. All Certificates surrendered in any such exchanges or transfers shall forthwith be canceled and destroyed by the Trustee. For every such exchange or transfer of Certificates, whether temporary or definitive, the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge, required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The cost of transfers and exchanges of Certificates shall be charged to the person requesting them.

Section 3.11. Certificate Register. The Registrar shall keep or cause to be kept at its Principal Office a Certificate Register, which shall at all times be open to inspection by the Trustee and the County; and, upon presentation for such purpose, the Registrar shall, under such

reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the Certificate Register, certificates as hereinbefore provided.

Section 3.12. Temporary Certificates. Pending preparation of the definitive Certificates, any Certificates delivered under this Trust Agreement may be initially delivered in temporary form exchangeable for definitive Certificates when ready for delivery. The temporary Certificates may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the County, shall be without coupons and may contain such reference to any of the provisions of this Trust Agreement as may be appropriate. Every temporary Certificate shall be executed by the Trustee and be delivered by the Trustee upon the same conditions and in substantially the same manner as definitive Certificates. If the Trustee delivers temporary Certificates, it shall execute and furnish definitive Certificates without delay and, thereupon, the temporary Certificates shall be surrendered for cancellation at the Principal Office of the Trustee and the Trustee shall deliver in exchange for such temporary Certificates an equal aggregate principal amount of definitive Certificates of authorized denominations and of the same maturity and interest rate or rates. Until so exchanged, the temporary Certificates shall be entitled to the same benefits under this Trust Agreement as definitive Certificates delivered pursuant hereto.

Section 3.13. Certificates Mutilated, Lost Destroyed or Stolen. If any Certificate shall become mutilated, the Trustee, at the expense of the Owner of said Certificate shall execute and deliver a new Certificate of like tenor, maturity and number in exchange and substitution for the Certificate so mutilated, but only upon surrender to the Trustee of the Certificate so mutilated. Every mutilated Certificate so surrendered the Trustee shall be canceled by it and either destroyed or delivered upon the order of the County. If any Certificate shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and if an indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Certificate Owner, shall execute and deliver a new Certificate of like tenor and maturity and numbered as the Trustee shall determine in lieu of and in substitution for the Certificate so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each new Certificate delivered under this Section and of the, expenses which may be incurred by the Trustee in carrying out the duties under this Section 3.13, from the person requesting the same. Any Certificate issued under the provisions of this Section in lieu of any Certificate alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Certificates secured by this Trust Agreement. The Trustee shall not be required to treat both the original Certificate and any duplicate Certificate as being Outstanding for the purpose of determining the principal amount of Certificates which may be issued hereunder or for the purpose of determining any percentage of Certificates Outstanding hereunder, but both the original and duplicate Certificate shall be treated as one and the same notwithstanding any other provision of this Section 3.13, in lieu of delivering a new Certificate for a Certificate which has been mutilated, lost, destroyed or stolen and which has matured, the Trustee may make payment of such Certificate.

Section 3.14. Place of Payment. The Registrar is hereby appointed paying agent for the Certificates. The principal of all Certificates shall be payable at the Principal Office of the Registrar. Interest with respect to Certificates shall be payable by check, draft or electronic transfer of the Registrar mailed or wired on the Certificate Payment Date to the Owner of record

as of the fifteenth day (whether or not a business day) of the month preceding the Certificate Payment Date of such Certificates at the address shown on the Certificate Register.

Section 3.15. Evidence of Signatures of Certificate Owners and Ownership of Certificates. Any request, direction, consent, revocation of consent, or other instruments in writing required or permitted by this Trust Agreement to be signed or executed by Certificate Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Certificate Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the holding and ownership of Certificates shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided) if made in the following manner

(a) The fact and date of the execution by any Certificate Owner or the owner's attorney or agent of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions that the person signing such instrument acknowledged before him or her the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of authority.

(b) The ownership of Certificates shall be proved by the Certificate Register held by the Trustee under the provision of this Trust Agreement.

Nothing contained in this Article shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which may reasonably seem sufficient to the Trustee. Any request or consent of the Owner of any Certificate shall bind every future Owner of the same Certificate in respect of anything done or suffered to be done by the County or the Trustee in pursuance of such request or consent.

Section 3.16. Selection of Certificates for Redemption. The order of redemption of the Certificates within any maturity, in accordance with Section 4.05, subsection (b), shall be established by lot in such manner as the Trustee shall determine.

Section 3.17. Notice of Redemption. When redemption is authorized or required pursuant to Section 4.05 hereof, the Trustee shall give to the Certificate Owners notice at the expense of the County of the redemption of the Certificates. Such notice shall specify (a) that the whole or a designated portion (in the case of redemption of a fully registered Certificate in part but not in whole) of the Certificates are to be redeemed, (b) the date of redemption, and (c) the place or places where the redemption will be made. Such notice shall further state that on the specified date of redemption there shall become due and payable upon each Certificate to be redeemed, the principal thereof and premium, if any, together with interest accrued to said date of redemption and that from and after such date of redemption interest thereon shall cease to accrue and be payable.

Notice of such redemption shall be given by mailing first class postage prepaid copies thereof to the Owners of any Certificates, whose Certificates are to be redeemed not less than thirty (30) days prior to such date of redemption. Such mailings shall not be a condition precedent to such redemption and failure so to mail any such notice shall not affect the validity of the proceedings for the redemption of the Certificates.

Section 3.18. Effect of Redemption. Notice having been given as aforesaid, and the moneys for the redemption, including premium, if any and interest to the applicable date of redemption, having been set aside in the Redemption Account, the Certificates to be redeemed shall become due and payable on said date of redemption, and, upon presentation and surrender thereof at the office or offices specified in said notice, said Certificates shall be paid at the unpaid principal amount thereof, plus any premium due, plus any unpaid and accrued interest to said date of redemption.

If, on said date of redemption, moneys for the redemption of all the Certificates to be redeemed, together with interest to said date of redemption, shall be held by the Trustee so as to be available therefore on such date of redemption, and, if notice of redemption thereof shall have been given as aforesaid, then, from and after said date of redemption, interest on the Certificates to be redeemed shall cease to accrue and become payable. If said moneys shall not be available on said date of redemption, such Certificates shall continue to bear interest until paid at the same rates as they would have borne had they not been notified for redemption. All moneys held by or on behalf of the Trustee for the redemption of particular Certificates shall be held in trust for the account of the Owners of the Certificates so to be redeemed for a period ending fifty-nine months from the date of redemption. All such moneys held by the Trustee at the end of such period, including interest or other investment income thereon, shall be paid to the County, and thereafter the Trustee shall have no responsibility for the redemption of Certificates presented for redemption after such date.

Section 3.19. Additional Certificates. No additional Certificates may be issued under this Trust Agreement unless allowed hereafter.

(a) Additional Certificates may be issued under and be equally and ratably secured by the Trust Agreement relating to a particular series of Certificates on a parity with the Certificates issued under such related Trust Agreement and any other Additional Certificates Outstanding, at any time and from time to time, for any of the following purposes.

(1) To provide funds to pay all or any part of the costs of completing the Facilities to which the Trust Agreement relates.

(2) To provide funds to pay all or any part of the costs of repairing, replacing or restoring the Facilities to which the Trust Agreement relates in the event of damage, destruction or condemnation thereto or thereof, but only to the extent that such costs exceed the net proceeds of the insurance or condemnation awards out of which such costs are to be paid pursuant to the applicable Lease.

(3) To provide funds to pay all or any part of the costs of acquisition, construction, furnishing and equipping of additions to the Facilities to which the Trust Agreement relates.

(4) To provide funds for refunding all or any portion of the Certificates of any series issued under a Trust Agreement then Outstanding, including the payment of any premium thereon and interest to accrue to the designated redemption date and any expenses in connection with such refunding.

(b) Before any Additional Certificates shall be issued under a related Trust Agreement, the County shall adopt a resolution (i) authorizing or approving the issuance of such Additional Certificates; (ii) authorizing or approving the execution of a Supplemental Trust Agreement for the purpose of issuing such Additional Certificates and fixing the amount an terms thereof and describing the Certificates to be refunded; and, if required, (iii) authorizing the execution of an amendment to the applicable Lease to provide for Lease Payments at least sufficient to pay amounts representing principal, premium, if any, and interest with respect to the Certificates then to be Outstanding (including the Additional Certificates to be issued) as the same become due.

(c) Except as to any difference in date, maturity, interest rate or redemption provisions, such Additional Certificates shall be on a parity with and shall be entitled to the same benefit and security of the related Trust Agreement as the Certificates and any other Additional Certificates Outstanding after the issuance of such Additional Certificates.

(d) Such Additional Certificates shall be executed substantially in the form and manner set forth in the related Trust Agreement, upon filing with the Trustee of the following:

(1) An original or certified copy of the resolution adopted by the County Board authorizing or approving the issuance of such Additional Certificates and the execution of such Supplemental Trust Agreement.

(2) An original executed counterpart of the Supplemental Trust Agreement providing for the issuance of such Additional Certificates.

(3) An original executed counterpart of the amendment to the related Lease, if required, which amendment shall clearly establish that the County has agreed that the Additional Certificates shall constitute Certificates for the purpose of computing the required Lease Payments.

(4) A request and authorization to the Trustee, on behalf of the County, executed by an Authorized County Representative, to execute the Additional Certificates and to deliver them to the Original Purchaser therein identified upon payment of the purchase price thereof to the Trustee.

(5) An opinion of counsel nationally recognized in the area of municipal finance to the effect that the issuance of such Additional Certificates will not result in amounts representing interest payable with respect to any Certificates then Outstanding (including such Additional Certificates) becoming includable in gross income for federal income tax purposes.

(6) In the case of Additional Certificates being issued to refund Outstanding Certificates, such additional document as shall be reasonably required by the Trustee to evidence that provision has been duly made in accordance with the provisions of the particular Trust Agreement for the payment of all of the certificates to be refunded.

(7) Such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of such Additional Certificates.

(e) Except as described above, no obligations payable from the sources pledged for payment or security of the Certificates, shall be issued on a parity the Certificates, but obligations subordinate to the Certificates, may be issued upon the express written direction of the County.

ARTICLE IV. ESTABLISHMENT AND ADMINISTRATION OF FUNDS AND ACCOUNTS

Section 4.01. Trust Fund. There is hereby established with the Trustee a special trust fund to be designated as the "Brookings County Lease-Purchase Agreement Trust Fund" (the "Trust Fund"). The Trustee shall keep the Trust Fund separate and apart from all other funds and moneys held by it. Within the Trust Fund, there are hereby established the Construction Account more particularly described in Section 4.02 hereof, the Lease Payment Account more particularly described in Section 4.03 hereof, and the Redemption Account more particularly described in Section 4.04 hereof.

On November 1, 2020, the Trustee will receive and deposit in the Trust Fund the following:

Account	Amount
Construction Fund	
Construction Fund (Costs of Issuance)	
Total	

Section 4.02. Establishment and Application of Construction Account.

(a) Within the Trust Fund, there is hereby established a special account to be designated as the Construction Account (the "Construction Account"). The Trustee shall administer the Construction Account as provided in this Section.

(b) Except as provided in subsection (d) all moneys deposited in or transferred to the Construction Account pursuant to Sections 4.01 and 4.06 shall be disbursed only for the payment of Construction Costs and Costs of Issuance.

(c) There shall be credited to the Construction Account the moneys paid to the Trustee pursuant to Section 2.03 hereof, and any other moneys received by the Trustee for deposit in the Construction Account. Subject to the provisions of the Lease, the Trustee shall use the moneys in the Construction Account to pay the Construction Costs of the Facility as follows (1) the Construction Costs due under a Construction Contract shall be paid upon receipt of a

Disbursement Request attached hereto as Exhibit A completed and executed by a County officer; and (2) other construction Costs and Cost of Issuance shall be paid upon receipt of a Disbursement Request attached hereto as Exhibit A completed and executed by a County officer.

So long as the Trustee relies in good faith upon the Disbursement Request provided for above, it shall have no liability on account of disbursements from the Construction Account made in accordance with the requisition. The County shall indemnify and hold the Trustee harmless against any loss, cost or damage suffered by the Trustee as a result of any disbursement made by the Trustee at the request of the County.

(d) After completion of the construction of that portion of the Facility to be paid for with the proceeds of a particular series of Certificates, the County shall deliver to the Trustee a certificate of completion executed by an Authorized Officer setting forth the amount of money, if any, required for the payment of the remaining Construction Costs of that portion of the Facility. Upon receipt by the Trustee of the certificate of completion stating that all Construction Costs of that portion of the Facility have been paid, the Trustee shall transfer any amounts representing proceeds (including investment proceeds) remaining in the Construction Account into the Lease Payment Account.

(e) No amounts shall be withdrawn or transferred from or paid out of the Construction Account except as provided in this Article IV and Section 6.04.

Section 4.03. Establishment and Application of Lease Payment Account.

(a) Within the Trust Fund, there is hereby established a separate account to be designated and referred to herein as the "Lease Payment Account." Such account shall be maintained by the Trustee until the Lease Payments are paid in full pursuant to the terms of the Lease, or the County has paid the entire Purchase Price in accordance with Article VIII of respective Lease, or this Trust Agreement is terminated. The Trustee shall administer the Lease Payment Account as provided in this Section and Section 4.06.

(b) In addition to the moneys required to be deposited in the Lease Payment Account pursuant to Sections 4.01, 4.02 and 4.06, except as provided in Section 4.04, all Lease Payments, and all other moneys received by the Trustee with respect to the Lease or the Land and the Facility shall be deposited by the Trustee in the appropriate account of the Lease Payment Account immediately upon their receipt.

(c) The Trustee shall withdraw from the Lease Payment Account on the Business Day preceding each Certificate Payment Date, an amount equal to the principal and interest payments due with respect to the Certificates on such Certificate Payment Date, and shall transmit the same to the Registrar to be applied to the payment of principal and interest payments due with respect to the Certificates on such Certificate Payment Date.

(d) The Trustee shall transfer to the Redemption Account from the Lease Payment Account, all moneys on hand or received in the Lease Payment Account which are to be used for the redemption of Certificates in accordance with Section 4.05(a).

(e) No amounts shall be withdrawn or transferred from or paid out of the Lease Payment Account except as provided in this Article IV and Section 6.04.

Section 4.04. Establishment and Application of Redemption Account.

(a) Within the Trust Fund there is hereby established a separate account to be designated and referred to herein as the "Redemption Account". The Trustee shall administer the Redemption Account as provided in this Section.

(b) The Trustee shall deposit in the Redemption Account as received, all moneys paid to it by the County pursuant to Section 6.2 and Article VIII of the Lease; and in the event of termination of the Lease pursuant to Section 4.5 or 10.2 of the Lease, all net proceeds received from the sale or other disposition of the Land and the Facility. Also, in the event of termination of the Lease pursuant to Section 4.5 or 10.2 of the Lease or the exercise by the County of its option purchase the Facility pursuant to Article VIII of the Lease, the Trustee shall transfer to the Redemption Account, all moneys on hand in the Lease Payment Account not needed to pay principal and interest due or past due on the Certificates. All of said moneys shall be set aside in the Redemption Account for the purpose of redeeming the Certificates and shall be applied on or after the date of redemption designated pursuant to Section 4.05 hereof to the payment of principal and interest with respect to the Certificates to be redeemed upon presentation and surrender of such Certificates.

(c) Notwithstanding any other provision of this Trust Agreement, except as provided in subsection (d), all moneys on hand in the Redemption Account which will not be used for the redemption of the Certificates within 30 days after the date of its deposit or transfer to said Account, shall be invested at a "yield" (as hereinafter defined) not exceeding the "yield" on the Lease, computed in accordance with the United States Internal Revenue Code of 1986 and the regulations promulgated thereunder, unless the County obtains and delivers to the Trustee an opinion of an attorney or firm of attorneys nationally recognized as bond counsel stating that the investment of such moneys may be made without restriction as to yield or may be made subject to another yield limitation, in which event the moneys in said Redemption Account may be invested in accordance with such opinion. Investment of moneys subject to the yield restrictions herein provided shall be made by the purchase of United States Treasury Certificates of Indebtedness State and Local Government Series, or United States Treasury Notes -State and Local Government Series, or United States Treasury Bonds - and Local Government Series maturing on or immediately preceding the date of redemption of the Certificates to be redeemed.

(d) Moneys held by the Trustee for the payment of Certificates which have been called for redemption and the interest thereon, after the date set for redemption, may be invested, at the written request of the County, in Permitted Investments without restriction as to yield. Moneys held in the Redemption Account after the date on which such moneys are to be applied for the redemption of the Certificates, shall, upon redemption of all Outstanding Certificates, or upon expiration of the applicable time period specified in Section 3.18 hereof, whichever occurs first, be paid to the County.

Section 4.05. Redemption.

(a) The 2012 Certificates maturing on June 1, 2032 are subject to redemption, in whole or in part on or after December 1, 2022, at a redemption price equal to the principal amount to be redeemed, plus accrue to the date fixed for redemption.

(b) The 2020 Certificates maturing on December 1, 20___ are subject to redemption, in whole or in part on or after December 1, 20___, at a redemption price equal to the principal amount to be redeemed, plus accrue to the date fixed for redemption.

Such redemption may be made from moneys received due to the exercise by the County of its option to prepay Lease Payments pursuant to Article VIII of the Lease, including any moneys transferred from the Lease Payment Account to the Redemption Account for this purpose.

(b) Certificates are subject to redemption in whole at any time or in part from any net insurance or condemnation proceeds deposited with the Trustee for the purpose of redemption pursuant to Article VI of the Lease. Such redemption shall occur on any Business Day selected by the Trustee for which adequate notice pursuant to Section 3.09 may be given, at a redemption price equal to 100% of the aggregate principal amount of the Bonds to be redeemed plus accrued interest to the redemption date.

Section 4.06. Deposit and Investment of Moneys in Funds.

(a) All moneys held by the Trustee in the Trust Fund shall be deposited or invested in Permitted Investments, pursuant to written instructions of an Authorized Officer of the County provided that moneys in the Lease Payment Account and the Redemption Account may be invested only in investments described in paragraph (i) of the definition of Permitted Investments. If the County does not provide the Trustee with written instructions for such investment, the Trustee shall invest such moneys in Permitted Investments so as to obtain the highest yield which Trustee deems practicable, having due regard for the safety of such moneys and for the dates upon which such moneys will be required for uses and purposes specified in this Trust Agreement.

(b) All interest or income on the Construction Account shall be retained in the Construction Account until such Construction Account is closed pursuant to Section 4.02(d) hereof.

(c) All interest or income received by the Trustee on investment of the Lease Payment Account established pursuant to Section 4.03 hereof shall be retained in said Account and be applied to the payment of delinquent payments due on the Certificates, if any, and otherwise shall be applied as set forth in subsection (d) of this Section.

(d) Subsequent to the closing of the Construction Account, and provided that there are no delinquent Lease Payments, amounts retained or deposited in or transferred to the Lease Payment Account pursuant to subsection (c) shall be applied as a credit against the next Lease

Payment due from the County under the Lease following the date of deposit or transfer. At the time of deposit or transfer of said moneys in or to the Lease Payment Account, the Trustee shall report the amount thereof to the County and the amount of the next Lease Payment payable by the County under the Lease shall be reduced by an amount equal to the amount of said deposit or transfer.

(e) The Trustee shall not be liable for any loss resulting from the making or disposition of any investment pursuant to this Section, except where such loss arises out of the Trustee's wrongful or gross negligent act or failure to act. Any loss not resulting from the Trustee's wrongful or gross negligent conduct shall be charged to the account with respect to which such investment was made.

(f) The County covenants and agrees that it will at all times direct the Trustee to invest the moneys held in the Trust Fund in a manner which will not violate the provisions of the Code and the regulations promulgated thereunder from time to time.

(g) Upon payment by the County of all Lease Payments set forth in Exhibit B to the Lease, or to the Prepayment Price for all of the Land and the Facility pursuant to Article VIII of the Lease, and the payment or redemption of all Certificates and the interest coming due thereon or the provision for the payment thereof as provided in Section 7.02 hereof, and the payment of all amounts owed to the Trustee under Section 6.04 hereof, all moneys remaining on hand in the Trust Fund shall be paid to the County.

Section 4.07. Arbitrage Rebate. Unless and until the Trustee receives an opinion of Bond Counsel to the effect that the provisions of this Section are no longer required in order for the Interest component of the Lease Payments to be exempt from federal income taxation, the County will obtain and retain the records described in the Rebate Certificate. There shall then be established a separate account to be designated and referred to herein as the "Rebate Account." The County may contract with consultants or other persons to provide arbitrage rebate computation services, and the County agrees to pay the fees and expenses of such consultants or other persons. The County shall deposit in the Rebate Account such amounts, if any, as to comply with the arbitrage rebate requirements. The provisions of this Section and the Rebate Certificate may be superseded or modified by an instrument in writing signed by Bond Counsel, and this Section and the Rebate Certificate shall be deemed to be amended by any such instrument from and after the date on which such instrument is delivered to the Trustee.

The Trustee shall maintain records of all deposits to and disbursements from the Trust Fund, and of all investment of moneys in the Trust Fund and income therefrom. Unless otherwise advised in writing by Bond Counsel, the Trustee shall treat the Lease Payment Account as a bona fide debt service account and therefore not subject to arbitrage rebate, but the Trustee shall nevertheless maintain records with respect to the Lease Payment Account in the same manner as the other Accounts in the Trust Fund.

ARTICLE V. COVENANTS; DEFAULT AND LIMITATION OF LIABILITY

Section 5.01. County to Perform Agreement. The County covenants and agrees with the Owners of the Certificates, to perform all obligations and duties imposed on it under the Lease.

Section 5.02. Trustee to Perform Agreement. The Trustee covenants and agrees with the Owners of the Certificates, to perform all obligations and duties imposed on it under the Lease.

Section 5.03. Notice of Non-Payment. In the event of delinquency in the payment of Lease Payments due by the County pursuant to the Lease, the Trustee shall immediately give written notice of the delinquency and the amount thereof to the County.

Section 5.04. Action on Default. Upon the occurrence of an event of default by the County under Section 10.1 of the Lease, and in each and every such case during the continuance of such event of default, the Trustee or the Owners of not less than a majority in aggregate principal amount of Certificates at the time Outstanding shall be entitled, upon notice in writing to the County and the Trustee, to enforce the rights and exercise the remedies provided to the Trustee in the Lease, as appropriate.

Section 5.05. No Obligation by the County to Owners. Except for the payment of Lease Payments when due in accordance with the Lease and the performance of the other covenants and agreements of the County contained in the Lease and in this Trust Agreement, the County shall have no obligation or liability to the Certificate Owners with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Certificates, or the distribution of Lease Payments to the Owners by the Trustee.

Section 5.06. No Obligation with Respect to Performance by Trustee. Neither the County nor the Trustee shall have any obligation or liability to any of the other parties or to the Owners of the Certificates with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement.

Section 5.07. No Liability to Owners for Payment. Except as provided in this Trust Agreement, the Trustee shall not have any obligation or liability to the Owners of the Certificates with respect to the payment of the Lease Payments by the County when due, or with respect to the performance by the County of any other covenant made by it in the Lease. Notwithstanding any other provision of this Trust Agreement, the Trustee shall not have any obligation or liability to the Owners of the Certificates with respect to the payment of the Lease Payments by the County when due, or with respect to the performance by the Trustee or the County of any covenants made by them in the Lease.

Section 5.08. No Responsibility for Sufficiency. The Trustee shall not be responsible for the sufficiency of the Lease or of the assignment made to it of rights to receive moneys pursuant to the Lease, or the value of or title to the Land and the Facility. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by

it under the terms of and in accordance with this Trust Agreement, except where such loss arises out of the Trustee's wrongful or gross negligent act or failure to act.

Section 5.09. Indemnification to Trustee. The County shall and hereby agrees to indemnify and hold harmless the Trustee, without any payment being made by the Trustee, from and against all claims, losses, liability and damages, including legal fees and expenses, arising out of (i) any breach or default on the part of the County in the performance of any of its obligations under this Trust Agreement or the Lease, if such breach or default is reduced to a written settlement or a judgment favorable to the Trustee, (ii) any tortious act or failure to act of the County or of any officer, servant or employee of the County with respect to the Land and the Facility, or (iii) the authorization of payment of the Construction Costs by the County. Indemnification for any tort mentioned in this Section shall be limited to the extent and in the amounts provided for by South Dakota law.

ARTICLE VI. THE TRUSTEE

Section 6.01. Employment of Trustee. In consideration of the recitals hereinabove set forth and for other valuable consideration, the Trustee and the County hereby agree to employ the Trustee to receive, hold, invest and disburse the moneys to be paid to it pursuant to the Lease for credit to the various accounts in the Trust Fund established by this Trust Agreement; to prepare, execute, deliver and deal with the Certificates; and to apply and disburse the Lease Payments received from the County to the Owners of Certificates; and to perform certain other functions; all as herein provided and subject to the terms and conditions of this Trust Agreement.

Section 6.02. Acceptance of Employment. In consideration of the compensation herein provided for, the Trustee accepts the employment above referred to subject to the terms and conditions of this Trust Agreement.

Section 6.03. Trustee; Duties, Removal and Resignation. By executing and delivering this Trust Agreement, the Trustee accepts the duties and obligations of the Trustee provided in this Trust Agreement, but only upon the terms and conditions set forth in this Trust Agreement.

In carrying out its duties and exercising its powers under this Trust Agreement, the Trustee shall exercise that degree of care under the circumstances then prevailing which persons of prudence, discretion and intelligence exercise in the management of their own business affairs.

The Trustee and the County may by written agreement between themselves, or the holders of a majority in aggregate principal amount of all Certificates Outstanding may by written request, remove the Trustee initially a party to this Trust Agreement and any successor thereto, and may appoint a successor Trustee, but any such successor shall be a bank or trust company inside or outside the State of South Dakota having a combined capital (exclusive of borrowed capital) and surplus of at least Fifteen Million Dollars ($15,000,000) and subject to supervision or examination by federal or state authority. The County shall have the right to approve any successor trustee having its principal place of business outside the State of South

Dakota. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Trustee may at any time resign by giving written notice to the Trustee and the County and by giving to the Certificate Owners notice by publication of such resignation at least once in Authorized Newspapers. Upon receiving such notice of resignation, the County shall promptly appoint a successor Trustee by an instrument in writing; provided, however, that in the event the County does not appoint a successor Trustee within sixty (60) days following receipt of such notice of resignation, the resigning Trustee may petition the appropriate court having jurisdiction to appoint a successor Trustee. Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee.

Section 6.04. Compensation of the Trustee. The Trustee shall be entitled to compensation from the County for the reasonable and customary fees, costs and expenses incurred in the acceptance, administration and performance of the trust created hereby.

Section 6.05. Protection to the Trustee. The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any written resolution, notice, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or provided pursuant to any of the provisions of this Trust Agreement, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee shall not be bound to recognize any person as an Owner of any Certificate or to take any action at his request unless such Certificate shall be deposited with the Trustee or satisfactory evidence of the ownership of such Certificate shall be furnished to the Trustee. The Trustee may consult with Independent Counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

Whenever in the administration of its duties under this Trust Agreement the Trustee shall deem it necessary to or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by the certificate of an Authorized Officer of the County and such certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions of this Trust Agreement upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The Trustee may buy, sell, own, hold and deal in any of the Certificates issued pursuant to this Trust Agreement, and may join in any action which any Owner may be entitled to take with like effect as if the Trustee were not a party to this Trust Agreement. The Trustee, either as

principal or agent, may also engage in or be interested in any other unrelated financial or other transaction with the County or the Trustee, and may act as depositary, trustee, or agent for any committee or body of Owners of Certificates or other obligations of the County as freely as if it were not Trustee hereunder.

The recitals and representations in this Trust Agreement or in the Certificates shall be taken and construed as made by and on the part of the Trustee, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters trust and its duties hereunder, and the Trustee shall not be answerable for the default or misconduct of any such attorney, agent or receiver selected by it with reasonable care.

Section 6.06. Paying Agent, Transfer Agent and Registrar. The Trustee may, from time to time, appoint as its agent a bank or trust company, either within or without the State, to act as paying agent, transfer agent, or registrar for the Certificates. Any such agent may exercise any of the powers with respect to payment, transfer and registration of the Certificates to the same extent and in the same manner as the Trustee, subject to any limitation, not inconsistent with this Trust Agreement, imposed by the Trustee. The County shall pay the reasonable and customary fees of any such paying agent, transfer agent or registrar. Nothing contained in this Section 6.06 restricts the Trustee in appointing itself as paying agent, transfer agent and registrar for the Certificates. The Trustee does hereby appoint itself and shall act as the initial paying agent, transfer agent and registrar for the Certificates.

ARTICLE VII DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND CERTIFICATE HOLDERS

Section 7.01 Events of Default Defined. Each of the following is an "Event of Default" hereunder:

(a) Default in the payment of any installment of interest on any Certificate when it becomes due and payable and continuance of such default for a period of sixty (60) consecutive days;

(b) Default in the payment of principal of (or redemption premium, if any, on) any Certificate when it becomes due and payable;

(c) Subject to the provisions of Section 7.07, default in the performance, or breach, of any covenant, warranty or representation of the County contained in this Trust Agreement (other than a default under subsections (a) and (b) of this Section);

(d) The occurrence of any Event of Default under the Lease or Ground Lease; or

(e) (1) An Event of Bankruptcy of the County; (2) the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar official of the County or of any substantial portion of its property; or (3) the ordering of the winding up or liquidation of its affairs and the continuance of any such involuntary filing, appointment or order unstayed and in effect for a period of sixty (60) consecutive days.

If a Determination of Taxability occurs, there shall be no Event of Default resulting therefrom if the Certificates are redeemed pursuant to Section 3.16.

Section 7.02 Remedies Upon Default.

(a) If an Event of Default under Section 7.01 occurs and is continuing, the Trustee may, and upon the written request to the Trustee by the holder or holders of not less than majority in aggregate principal amount of the Certificates then Outstanding shall by written notice to the County, declare the principal of the Certificates and all interest accrued thereon to the date of acceleration to be immediately due and payable.

(b) At any time after such a declaration of acceleration has been made and before the entry of a judgment or decree for payment of the money due, the Trustee may, or the holders of not less than a majority in aggregate principal amount of the Certificates then Outstanding, may by written notice to the County and the Trustee, direct the Trustee to, rescind and annul such declaration and its consequences if:

(1) there has been paid to or deposited with the Trustee by or for the account of the County, or provision satisfactory to the Trustee has been made for the payment of a sum sufficient to pay: (A) all overdue installments of interest on the Certificates including any moneys due to Trustee under section 6.04; (B) the principal of, and redemption premium, if any, on any Certificates which have become due other than by such declaration of acceleration and interest thereon; (C) to the extent lawful, interest upon overdue installments of interest and redemption premium, if any; and (D) all sums paid or advanced by the Trustee hereunder, together with the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and Counsel prior to the date of notice of rescission; and

(2) all Events of Default, other than the nonpayment of principal of, redemption premium, if any, and interest on the Certificates which have occasioned such acceleration, have been cured or waived.

(c) No such rescission and annulment shall affect any subsequent default or impair any consequent right.

Section 7.03 Additional Remedies.

(a) The Trustee, upon the occurrence of an Event of Default may, and upon the written request of the holders of not less than a majority in aggregate principal amount of the Certificates Outstanding, shall: (a) exercise any or all rights of the County under the Lease and (b) proceed to protect and enforce its rights and the rights of the holders of the Certificates under this Trust Agreement by a suit or suits in equity or at law, either for the specific performance of any covenant

or agreement contained in this Trust Agreement or in the Lease or in aid of the execution of any power herein or therein granted, or for the enforcement of any other appropriate legal or equitable remedy, and the Trustee in reliance upon the advice of counsel may deem most effective to protect and enforce any of the rights or interests of the holders of the Certificates under the Certificates or this Trust Agreement.

(b) Without limiting the generality of the foregoing, the Trustee shall at all times have the power to institute and maintain such proceedings as it may deem expedient: (1) to prevent any impairment of the Trust Estate by any acts which may be unlawful or in violation of this Trust Agreement or the Lease, and (2) to protect its interests and the interests of the Certificate Owners in the Trust Estate and in the issues, profits, revenues and other income arising therefrom, including the power to maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order which may be unconstitutional or otherwise invalid, if the enforcement of, or compliance with, such enactment, rule or order would impair the Trust Estate or be prejudicial to the interests of the Certificate Owners or the Trustee.

Section 7.04. Trustee May File Proofs of Claim.

(a) In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding under the Bankruptcy Code relating to the County, any other obligor upon the Certificates or any property of the County, the Trustee (whether or not the principal of the Certificates shall then be due and payable by acceleration or otherwise, and whether or not the Trustee shall have made any demand upon the County for the payment of overdue principal, redemption premium, if any, and interest) shall be entitled and empowered, by intervention in such proceeding or other means:

(1) to file and prove a claim for the whole amount of the principal, redemption premium, if any, and interest owing and unpaid in respect of the Certificates then Outstanding or for breach of this Trust Agreement or Lease and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the holders allowed in such proceeding; and

(2) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same; and any receiver, assignee, trustee, liquidator, sequestrator or similar official in any such judicial proceeding is hereby authorized by each holder to make such payments to the Trustee, and, in the event that the Trustee shall consent to the making of such payments directly to the holders, to pay to the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee.

(b) No provision of this Trust Agreement empowers the Trustee to authorize or consent to or accept or adopt on behalf of any holders of the Certificates any plan of reorganization, arrangement, adjustment or composition affecting any of the Certificates or the rights of any holder thereof, or to authorize the Trustee to vote in respect of the claim of any holder in any proceeding described in subsection (a) of this Section.

Section 7.05 Possession of Certificates Not Required. All rights under this Indenture, the Lease and the Certificates may be enforced by the Trustee without possession of any Certificates or the production of them at trial or other proceedings. Any proceedings instituted by the Trustee may be brought in its name for itself or as representative of the Certificate Owners without the necessity of joining Certificate Owners as parties, and any recovery resulting from such proceedings shall, subject to Section 7.06, be for the ratable benefit of the Certificate Owners.

Section 7.06 Notice and Opportunity to Cure Certain Defaults. No default under Section 7.01(c) (other than the occurrence of a Determination of Taxability, to which this Section shall not be applicable) shall constitute an Event of Default until written notice of such default shall have been given by the Trustee or by the holders of at least 25% in aggregate principal amount of the Certificates Outstanding, and the Issuer shall have had thirty (30) days after receipt of such notice to correct such default or cause such default to be corrected, and shall have failed to do so. In the event, however, that the default be such that it cannot be corrected within such thirty (30) day period, it shall not constitute an Event of Default if corrective action is instituted by the County within such period and diligently pursued (as determined by the Trustee) until the default is corrected. The Trustee shall send a copy of each such notice to the County, but receipt of such notice by the County shall not be a condition precedent to further action by the Trustee.

Section 7.07 Priority of Payment Following Event of Default.

(a) If at any time after the occurrence of an Event of Default the moneys held by the Trustee under this Indenture (other than amounts in the Rebate Fund) shall not be sufficient to pay the principal of and interest on the Certificates as the same become due and payable, such moneys, together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of remedies in this Article or otherwise, shall, subject to subsections (b) and (c) of this Section, be applied by the Trustee as follows:

(1) first, to the payment of all amounts due the Trustee under Section 6.04;

(2) second, to the payment of all installments of interest on the Certificates then due and payable in the order in which such installments became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment, ratably, according to the amounts due on such installments, without discrimination or preference; and

(3) third, to the payment of the unpaid principal amount of any of the Certificates which shall have become due and payable, in the order of due dates (other than Certificates called for redemption or contracted to be purchased for the payment of which moneys are held pursuant to the provisions of this Trust Agreement), with interest upon the principal amount of the Certificates from the respective dates upon which they shall have become due and payable, and, if the amount available shall not be sufficient to pay in full the principal of such Certificates due and payable on any particular due date, together with such interest, then to the payment first of such interest, ratably, according to the amount of principal due on such date, without any discrimination or preference.

(b) If the principal of all Certificates shall have become due and payable, whether by their terms or by a declaration of acceleration, and subject to subsection (a)(1) of this Section regarding payment to the Trustee, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Certificates, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, without any discrimination or preference.

(c) Whenever moneys are to be applied pursuant to the provisions of this Section, the Trustee may, in its discretion, establish and maintain a reserve for future fees and expenses, and may apply moneys to be distributed at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix a date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates, and for which moneys are available, shall cease to accrue. The Trustee shall also select a Record Date for such payment date. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any moneys and of the fixing of any such Record Date and payment date, and shall not be required to make payment to the holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 7.08 Certificate Owners May Direct Proceedings. The owners of a majority in aggregate principal amount of the Certificates Outstanding shall, subject to the requirements of Section 8.02(e), have the right, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings by the Trustee hereunder, provided that such direction shall not be in conflict with any rule of law or this Indenture and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unduly prejudicial to the rights of Certificate Owners not parties to such direction or would subject the Trustee to personal liability or expense. Notwithstanding the foregoing, the Trustee shall have the right to select and retain Counsel of its choosing to represent it in any such proceedings. The Trustee may take any other action which is not inconsistent with any direction under this Section.

Section 7.09 Limitations on Rights of Certificate Owners.

(a) No Certificate Owner shall have any right to pursue any other remedy under this Indenture or the Certificates unless: (1) an Event of Default shall have occurred and is continuing; (2) the owners of not less than majority in aggregate principal amount of all Certificates then Outstanding have requested the Trustee, in writing, to exercise the powers hereinabove granted or to pursue such remedy in its or their name or names; (3) the Trustee has been offered indemnity satisfactory to it against costs, expenses and liabilities reasonably anticipated to be incurred; (4) the Trustee has declined to comply with such request, or has failed to do so, within sixty (60) days after its receipt of such written request and offer of indemnity; and (5) no direction inconsistent with such request has been given to the Trustee during such 60-day period by the holders of a majority in aggregate principal amount of the Certificates Outstanding.

(b) The provisions of subsection (a) of this Section are conditions precedent to the exercise by any Certificate Owner of any remedy hereunder. The exercise of such rights is further subject to the provisions of Sections 7.09, 7.11 and 7.14. No one or more Certificate Owners shall have any right in any manner whatever to enforce any right under this Indenture, except in the manner herein provided. All proceedings at law or in equity with respect to an Event of Default shall be instituted and maintained in the manner herein provided for the equal and ratable benefit of the Certificate Owners of all Certificates Outstanding.

Section 7.10 Unconditional Right of Certificate Owner to Receive Payment. Notwithstanding any other provision of this Indenture, any Certificate Owner shall have the absolute and unconditional right to receive payment of principal of, redemption premium, if any, and interest on the Certificates on and after the due date thereof, and to institute suit for the enforcement of any such payment.

Section 7.11 Restoration of Rights and Remedies. If the Trustee or any Certificate Owner has instituted any proceeding to enforce any right or remedy under this Indenture or the Lease, and any such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or such Certificate Owner, the Trustee and the Certificate Owners shall, subject to any determination in such proceeding, be restored to their former positions hereunder, and all rights and remedies of the Trustee and the Certificate Owners shall continue as though no such proceeding had been instituted.

Section 7.12 Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other right or remedy, but each such right or remedy shall, to the extent permitted by law, be cumulative of and in addition to every other right or remedy given hereunder or now or hereafter existing at law, in equity or otherwise. The assertion or employment of any right or remedy hereunder shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 7.13 Delay or Omission Not Waiver. No delay or omission by the Trustee or any Certificate Owner to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of such Event of Default. Every right and remedy given by this Article or by law to the Trustee or the Certificate Owners may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or the Certificate Owners, as the case may be.

Section 7.14 Waiver of Defaults.

(a) The holders of a majority in aggregate principal amount of the Outstanding Certificates may, by written notice to the Trustee, waive any existing default or Event of Default and its consequences, except an Event of Default under Section 7.01(a) or (b). Upon any such waiver, the default or Event of Default shall be deemed cured and shall cease to exist for all purposes. No waiver of any default or Event of Default shall extend to or effect any subsequent default or Event of Default or shall impair any right or remedy consequent thereto.

(b) Notwithstanding any provision of this Indenture or the Lease, in no event shall any Person, other than all of the affected Certificate Owners, have the ability to waive any Event of Default under this Indenture or the Lease if such event results or may result, in the opinion of Bond Counsel, in interest on any of the Certificates becoming includable in gross income for federal income tax purposes.

Section 7.15 Notice of Events of Default. If an Event of Default occurs of which the Trustee has or is deemed to have notice, the Trustee shall give Immediate Notice thereof to the County and the Trustee shall give notice of such Event of Default to each holder of Certificates then Outstanding, provided, however, that except in the instance of an Event of Default under Section 7.01(a) or (b), the Trustee may withhold such notice to Certificate Owners if and so long as the Trustee in good faith determines that the withholding of such notice is in the interests of Certificate Owners, and provided, further, that notice to Certificate Owners of any Event of Default under Section 7.01(c) shall be subject to the provisions of Section 7.06 and shall not be given until the grace period has expired.

ARTICLE VIII. AMENDMENT, DEFEASANCE; ADMINISTRATIVE PROVISIONS

Section 8.01. Amendment. This Trust Agreement and the Lease may be amended in writing by agreement among all of the parties hereto or thereto, but, except as provided in Section 8.02. hereof no such amendment shall become effective without the prior written consent of two-thirds in aggregate principal amount of the Certificates then Outstanding; provided that no such amendment shall impair the right of any Owner to receive his or her proportionate share of any Lease Payment in accordance with his or her Certificate.

Section 8.02. Amendment to Trust Agreement or Lease Not Requiring Consent Certificate Owners. The County and the Trustee may, without the consent of or notice to any of the Owners of the Certificates, enter into one or more amendments to the Trust Agreement or the Lease for one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission herein or to correct or supplement any provision herein or therein which may be inconsistent with any other provision herein or therein, or to make provisions with respect to matters or questions arising hereunder or thereunder provided such action shall not, in the judgment of the Trustee (with respect to which the Trustee may rely on an opinion of counsel), materially adversely affect the interests of the Owners of the Certificates;

(b) To grant or confer upon the Owners of the Certificates any additional rights, remedies, power or authority that may lawfully be granted or conferred upon them;

(c) To comply with the requirements of any State or federal securities laws or the Trust Indenture Act of 1939, as from time to time amended, if required by law or regulation lawfully issued thereunder;

(d) To provide for the appointment of a successor trustee or co-trustee pursuant to the terms hereof;

(e) To permit (i) if lawful, the issuance of Certificates in book entry form not evidenced by physical certificates, or (ii) Certificates in bearer form if, in the opinion of Bond Counsel, such action will not cause the interest Component of any Lease Payment to become includable in the gross income of the Owners of the Certificates thereof for federal income tax purposes;

(f) To subject to this Trust Agreement additional revenues, properties or collateral;

(g) To issue Additional Certificates as provided in Section 3.19 hereof.

Section 8.03. Defeasance. If and when the Certificates delivered pursuant hereto shall become due and payable in accordance with their terms, or shall become subject to redemption and have been called for redemption in accordance with Sections 3.16 and 3.17 hereof, and the whole amount of the principal and interest due and payable upon all of the Certificates shall be paid, or provision shall have been made for the payment of the same, by the deposit of cash or the types of securities listed in subsections (i), (ii) and (iii) of the definition of Permitted Investments or investments of the type described in Section 4.04, subsection (c), in an amount sufficient (together with interest earnings thereon) to provide for payment of said principal and interest to the maturity or earliest optional redemption date of the Certificates, and all administrative expenses shall have been paid or provided for, then and in that case, the right, title and interest of the Trustee, the County and the Trustee under this Trust Agreement shall thereupon cease, terminate and become void, and the Trustee shall assign and transfer to or upon the order of the County all property, money, investments and rights in the Land and the Facility (in excess of the amounts required for the foregoing) then held by the Trustee (including the Lease and all payments thereunder and all balances in any fund or account created under this Trust Agreement) and shall execute such documents as may be reasonably required by the County in this regard. All investments made pursuant to this Section shall be made in a manner which will comply with the covenant made by the County in Section 4.06, subsection (f).

Section 8.04. Recording and Filing. The County shall be responsible for the filing of the Ground Lease, the Lease and any financing statements related thereto. The Trustee shall be responsible for the filing of continuation statements for the financing statements or of any supplemental instruments or documents of further assurance as may be required by law in order to perfect the security interests created by the Lease.

Section 8.05. Trustee to Keep Records. The Trustee shall keep a copy of this Trust Agreement and books and records of all moneys received and disbursed under this Trust Agreement, which shall be available for inspection by the County, the Trustee and any Owner at any time during regular business hours.

Section 8.06. Notices. All written notices to be given under this Trust Agreement shall be given by mail to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties in writing from time to time:

If to the County

Brookings County
314 6th Street
Brookings, SD 57013
Attn County Finance Officer

If to the Original Purchaser

First Bank & Trust
520 6th Street
PO Box 5057
Brookings, SD 57006-5057

If to the Trustee

First Bank & Trust
520 6th Street
PO Box 5057
Brookings, SD 57006-5057

If to the Registrar

First Bank & Trust
520 6th Street
PO Box 5057
Brookings, SD 57006-5057

Section 8.07. South Dakota Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State of South Dakota.

Section 8.08. Severability. Any provision of this Trust Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Trust Agreement.

Section 8.09. Binding on Successors. This Trust Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 8.10. Headings. Headings preceding the text of the several Articles and Sections hereof, and the table of contents, are solely for convenience of reference and shall not Constitute a part of this Trust Agreement or affect its meaning, construction or effect.

Section 8.11. Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed and attested this Trust Agreement by their officers thereunto duly authorized as of the date and year first written above.

BROOKINGS COUNTY, SOUTH DAKOTA

By _____
Its Chairman

(SEAL)

ATTEST

_____
Finance Officer

FIRST BANK & TRUST

By: _____
Its: Vice President

First Bank & Trust signature page to Trust Agreement.

EXHIBIT A- DISBURSEMENT REQUEST

The undersigned, being the County Finance Officer of Brookings County, South Dakota, the County named in the Declaration of Trust, dated as of November 1, 2020 (the Trust Agreement), by First Bank & Trust (the Trustee) and joined in by the County, hereby certify and request as follows

1. The County requests that the Trustee pay to the Person or Persons listed below, the amounts listed below, all of which constitute Costs of Issuance as defined in the Trust Agreement

Amount	Nature of Cost	Name and Address of Payee
	Underwriter	Collier Securities, LLC 110 South Phillips Avenue, Suite 203 Sioux Falls, SD 57104
	Bond Counsel	Todd Meierhenry Meierhenry Sargent LLP 315 S. Phillips Avenue Sioux Falls, SD 57104
	Trustee Fee	First Bank & Trust 520 6th Street PO Box 5057 Brookings, SD 57006-5057

2. The County requests reimbursement for the following items of Construction Cost (as defined in the Trust Agreement)

Amount	Nature of Cost	Name and Address of Payee

3. The County requests that the Trustee pay to the persons listed below, the amounts listed below, which constitute Construction Cost.

Amount	Nature of Cost	Name and Address of Payee

4. Each item set forth in paragraphs 2 and 3 hereof for which payment or reimbursement is requested is or was necessary in connection with the Facilities and none of such items has formed the basis for any previous payment from the Construction Account (as defined in the Trust Agreement).

5. The County is not now in default under the Lease-Purchase Agreement, dated as of ____, 2020, between the Trustee, as lessor, and the County.

WITNESS my hand this 1st day of November 2020

_____
County Finance Officer

EXHIBIT B- FORM OF CERTIFICATE

$7,260,000 CERTIFICATES OF PARTICIPATION, SERIES 2020
Evidencing proportionate interest of owners
in a Lease-Purchase Agreement
between
First Bank & Trust
and
Brookings County, South Dakota

REGISTERED
No. 1

REGISTERED
$7,260,000.00

Interest Rate	Maturity Date	Certificate Date	CUSIP
%	-	November 1, 2020	

Registered Owner: First Bank & Trust
520 6th Street
PO Box 5057
Brookings, SD 57006-5057

Principal Amount: **ONE MILLION EIGHT HUNDRED THOUSAND AND NO\100 DOLLARS**

This is to certify that the registered owner (named above) of this Certificates of Participation, Series 2020 (Limited Tax General Obligation Certificate) herein called the ("Certificate") is the owner of the proportionate interest hereinafter stated in that certain First Amendment to Lease-Purchase Agreement, dated as of November 1, 2020 (the "Lease"), by and between First Bank & Trust ("Trustee") and Brookings County, South Dakota (the "County"). The Trustee has appointed First Bank & Trust (the "Registrar"), as registrar, transfer agent and paying agent for the Certificates, under a First Supplemental Declaration of Trust dated November 1, 2020 by and between the Trustee and the County (the "Trust Agreement").

The registered owner of this Certificate is entitled to receive, subject to the terms of the Trust Agreement, on the maturity date specified above (the "Maturity Date"), or if selected for redemption, on the redemption date, the principal sum specified above, representing a portion of the Lease Payment designated as principal coming due on the Certificate Payment Date, as defined in the Lease, immediately preceding the Maturity Date, and to receive the registered owner's proportionate share of Lease Payment designated as interest coming due on the Certificate Payment Date, as defined in the Lease, immediately preceding June 1 and December 1 of each year commencing June 1, 2021 and continuing to and including the Maturity Date or the date of redemption, whichever is earlier. Said proportionate share of the Lease Payment designated as interest is the result of the multiplication of the aforesaid portion of the Lease Payment designated as principal coming due on the Certificate Payment Date, as defined in the Lease, immediately preceding the Maturity Date by the interest rate specified above per annum.

The Certificates are payable from the Lease Payment (as defined in the Lease) and the moneys held in the funds and accounts established pursuant to the Trust Agreement, by the Trustee subject to the provisions of the Trust Agreement permitting the application thereof for or to the purposes and on the terms and conditions set forth in the Trust Agreement. Terms not defined herein shall have the meaning set forth in the Trust Agreement.

THE OBLIGATION OF THE COUNTY TO MAKE LEASE PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND THE COUNTY HAS LEVIED A TAX, NOT TO EXCEED 90 CENTS PER THOUSAND, FOR THE PAYMENT OF LEASE PAYMENTS WHEN DUE.

The Trustee has no obligation or liability to the Certificate owners for the payment of interest or principal portions pertaining to the Certificates; the Trustee's sole obligation is to administer, for the benefit of the County and the Certificate owners, the various funds and accounts established in the Trust Agreement. The Trustee has no obligation to pay any portion of the interest or principal pertaining to the Certificates from any source other than the funds and accounts established in the Trust Agreement as described herein and the payment of such interest or principal is not a liability or charge upon the credit of the Trustee.

All amounts payable hereunder are to be paid in lawful money of the United States of America, which at the time of payment is legal tender. The principal payable on all Certificates shall be payable at the principal office of the Registrar in Brookings, South Dakota to the owner of record as of the fifteenth day (whether or not a business day) of the month immediately preceding an Interest Payment Date. Interest payable on all Certificates shall be paid by electronic transfer, check or draft of the Registrar mailed or transferred on the Certificate Payment Dates to the owners at their addresses recorded on the Certificate register.

This Certificate has been executed by the Trustee pursuant to the terms of the Trust Agreement. Copies of the Trust Agreement are on file at the office of the County Finance Officer and at the principal office of the Trustee, and reference to the Trust Agreement and any and all amendments thereto is made for a description of the pledges and covenants of the County securing the Certificates, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the registered owners of the Certificates with respect thereto and the other terms and conditions upon which the Certificates are delivered thereunder. To the extent and in the manner permitted by the terms of the Trust Agreement, certain provisions of the Trust Agreement may be amended by the parties thereto without consent of the owners of the Certificates, while other amendments are permitted only with the written consent of the owners of at least two-thirds in principal amount of the Certificates then outstanding.

This Certificate shall be transferable only upon the Certificate register, which shall be kept for that purpose at the principal office of the Registrar, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or the owner's duly authorized attorney. Upon the registration of the transfer, and the surrender of this Certificate, the Registrar shall provide in the name of the transferee, a new fully registered Certificate or Certificates of the same maturity and aggregate principal amount as the surrendered Certificates. The Registrar may treat the registered owner hereof as the absolute owner hereof for all purposes, and the Registrar shall not be affected by any notice to the contrary.

The Certificates are issuable in the form of fully registered Certificates without coupons in denominations of $5,000 or any integral multiple thereof. The Certificates, upon surrender thereof at the Principal Office of the Registrar with a written request for exchange satisfactory to the Registrar duly executed by the registered owner or the owner's attorney duly authorized in writing, may be exchanged for an equal aggregate principal amount of fully registered Certificates without coupons of any other authorized denomination of the same maturity.

Optional Redemption. The Certificates maturing on ____ are subject to redemption, in whole or in part on or after ____, at a redemption price equal to the principal amount to be redeemed, plus accrue to the date fixed for redemption.

Such redemption may be made from moneys received due to the exercise by the County of its option to prepay Lease Payments pursuant to Article VIII of the Lease, including any moneys transferred from the Lease Payment Account to the Redemption Account for this purpose.

The Certificates shall be called for redemption in inverse order of maturity dates; if less than all Certificates maturing on the same dates are to be redeemed, the Certificates shall be selected by lot in such manner as the Trustee shall determine; provided that the portion of any Certificate to be redeemed shall be in the principal amount of $5,000 or any integral multiple thereof.

When redemption is authorized or required, the Trustee shall give to the Certificate owners notice at the expense of the County of the redemption of the Certificates. Notice of such redemption shall be given by mailing copies thereof to the owners of the fully registered Certificates, first class postage prepaid, not less than thirty (30) days prior to said date of redemption. Failure to mail such notice shall not affect the validity of the proceedings for the redemption of the Certificates.

Extraordinanry Redemption. Certificates are subject to redemption in whole at any time or in part from any net insurance or condemnation proceeds deposited with the Trustee for the purpose of redemption pursuant to Article VI of the Lease. Such redemption shall occur on any Business Day selected by the Trustee for which adequate notice may be given, at a redemption price equal to 100% of the aggregate principal amount of the Bonds to be redeemed plus accrued interest to the redemption date.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and statutes of the State of South Dakota and the Trust Agreement to exist, to have happened and to have been performed precedent to and in the delivery of this Certificate, exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, this Certificate has been executed by the manual signature of an authorized officer of the Trustee.

Dated: November 1, 2020

FIRST BANK & TRUST
As Trustee

By: _____
Authorized Representative

Bond Opinion

November 1, 2020

RE $7,260,000 Certificates of Participation, Series 2020 (Limited Tax General Obligation) evidencing proportionate interests of the owners of Certificates of Participation in a Lease-Purchase Agreement between Frist Bank & Trust and Brookings County, South Dakota.

Ladies and Gentlemen

We have acted as bond counsel in connection with the issuance of the obligations described above, dated, as originally issued, as of November 1, 2020 $7,260,000 Certificates of Participation, Series 2020 evidencing proportionate interest of the owners in a Lease-Purchase Agreement (the "Certificates"), pursuant to a First Supplemental Declaration of Trust, dated as of July 18, 2012 (the "Trust Agreement") by First Bank & Trust, as trustee (the "Trustee") and joined in by County of Brookings, South Dakota (the "County"), for the purpose of providing funds to finance the construction or equipping of the Jail Renovation and Improvement Project.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Certificates and we express no opinion relating thereto. All capitalized terms herein shall have the meaning set forth in the First Supplemental Declaration of Trust.

For purposes of rendering this opinion, we have examined certified copies of certain proceedings taken, and certain affidavits and certificates furnished by the County and the Trustee, including the following

(i) the First Supplemental Declaration of Trust, dated November 1, 2020 (the "Trust Agreement");

(ii) the First Amendment to Lease-Purchase Agreement, dated November 1, 2020 (the "Lease");

(iii) the Supplemental Ground Lease, dated November 1, 2020 (the "Ground Lease");

(iv) the Resolution adopted by the County Commission on April 4, 2012;

(v) such other documents as we have deemed relevant and necessary as a basis for the opinions set forth herein, including the form of the Certificates.

As to questions of fact material to our opinion, we have assumed the authenticity of and relied upon the proceedings, affidavits and certificates furnished to us without undertaking to verify the same by independent investigation. From our examination of such proceedings, affidavits and certificates, and on the basis of existing law, it is our opinion that

1. The Trust Agreement, the Lease and the Ground Lease (the "Related Documents") have been duly authorized, executed and delivered by the parties thereto and constitute valid and legally binding agreements of the parties thereto enforceable in accordance with the respective terms thereof, except to the extent to which enforceability thereof may be limited by the exercise of judicial discretion or by state or federal laws relating to bankruptcy, reorganization, moratorium or creditors' rights.

2. The Certificates evidencing proportionate interests in the right to receive Lease Payments and certain other payments, revenues and receipts derived under the Lease, including certain funds, interest earnings, and insurance and condemnation proceeds, all in the manner set forth in the Trust Agreement. The County's obligation to make Lease Payments is absolute and unconditional.

3. The interest component of the Lease Payments to be received by the Owners of the Certificates is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the County comply with all requirements of the Internal Revenue Code of 1986 as amended, that must be satisfied subsequent to execution of the Lease and the issuance of the Certificates in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The County has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest component on the Lease in gross income for federal income tax purposes to be retroactive to the date of execution of the Lease. We express no opinion regarding other federal tax consequences arising with respect to the Lease or Certificates.

4. Under existing law, the interest component on the Lease is includible in "taxable income" for the State of South Dakota income tax purposes when the recipient is a "financial institution" as defined by Chapter 10-43, South Dakota Codified Laws, according to present state laws, regulations and decisions. We express no further opinions regarding other South Dakota tax consequences arising with regard to the Lese and Certificates.

5. The County has designated the Lease and the Certificates as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code.

It is to be understood that the rights of the holders of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity and subject to regulatory requirements under the laws of the United States and of the State of South Dakota.

Meierhenry Sargent LLP

EXHIBIT C SCHEDULE OF TRUSTEE'S FEES

1. Acceptance Fee. The Trustee shall be entitled to a one-time charge of $_____ to cover the acceptance of the trust and the establishment of necessary accounts in its accounting system, the initial investment of the Certificate proceeds, Trustee's counsel and Trustee personnel time involved in closing the sale of the Certificates.

2. Annual Administration Fee. The Trustee shall be entitled to an annual charge of $_____, to cover all accounting and preparation of statements in its standard format, and the general administration of the trust created hereby. The Trustee reserves the right to increase this fee as the market indicates.

3. Expense Reimbursement. The Trustee shall be entitled to reimbursement for all out-of-pocket expenses incurred in connection with the closing on the Certificates, including legal fees, travel expenses and other incidental costs; and for all other out-of pocket costs, including legal fees, incurred in the administration of the trust in accordance with its provisions.

4. Fee Payment. Except as otherwise specifically provided in the Trust Agreement, all charges will be billed in arrears on or about each December 1 during the term of the trust.

Drafted by:
Todd Meierhenry
Danforth & Meierhenry, LLP
317 S. Phillips Avenue
Sioux Falls, SD 57104
(605) 336-3075

FIRST AMENDMENT TO LEASE-PURCHASE AGREEMENT

between

FIRST BANK & TRUST, as Trustee
Lessor

and

BROOKINGS COUNTY, SOUTH DAKOTA

as Lessee

Dated as of the 1st day of November 2020

THIS FIRST ADMENDMENT TOLEASE-PURCHASE AGREEMENT dated as of November 1, 2020, (the " Lease"), by and between FIRST BANK & TRUST, as trustee, a bank duly organized and existing under the laws of the South Dakota, as lessor (Trustee) and BROOKINGS COUNTY, SOUTH DAKOTA, a political subdivision of the State of South Dakota (the County), as lessee amends the Lease-Purchase Agreement dated July 18, 2012 between the parties;

WITNESSETH:

WHEREAS, the County is authorized by law to acquire such items of real and personal property as are needed to carry out its governmental and proprietary functions, and to acquire such real and personal property by entering into lease contracts; and

WHEREAS, the County has determined that it is necessary for it to acquire pursuant to this Lease certain interests in real property described on Exhibit A hereto (the "Land"), together with certain buildings, structures and improvements to be renovated, constructed and equipped thereon (the "Facilities"); and

WHEREAS, the Trustee is willing to acquire a leasehold interest in the Land and title to the Facilities and to lease and with the option to sell the same to the County, pursuant to this Lease.

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. For the purposes of this Lease and Exhibits attached hereto, the terms defined in the Trust Agreement and capitalized herein shall have the meaning ascribed to them in the Trust Agreement, unless the context requires some other meaning. In addition, the terms defined in this Section shall, for all purposes of this Lease and Exhibits attached hereto, have the meanings herein specified.

"2020 Certificates" means the Certificates of Participation, Series 2020 evidencing proportionate interest of the owners in a lease-purchase agreement prepared and delivered by the Trustee pursuant to the Trust Agreement.

"2012 Certificates" means the Certificates of Participation, Series 2012 evidencing proportionate interest of the owners in a lease-purchase agreement prepared and delivered by the Trustee pursuant to the Trust Agreement

"Act of Bankruptcy" means mean any of the following events:

(i) The County shall (a) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the County or of all or a substantial part of either of their property, (b) commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), or (c) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, or

(ii) A proceeding or case shall be commenced, without the application or consent of the County, as the case may be, in any court of competent jurisdiction, seeking

(a) the liquidation, reorganization, dissolution, winding-up, or the composition or adjustment of debts of the County (b) the appointment of a trustee, receiver, custodian, liquidator or the like of the County or of all or any substantial part of the assets of the County, or (c) similar relief in respect of the County under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, and such proceeding or case has not been dismissed within sixty (60) days of the filing thereof.

"Authorized Officer" means when used with respect to the County, the Chairman, Finance Officer or any other person who is designated in writing by the Finance Officer as an Authorized Officer for purposes of this Lease.

"Authorized Officer" means when used with respect to the Trustee, any Vice President or Trust Officer of the Trustee.

"Bond Counsel" means an attorney or law firm having a national reputation as bond counsel in connection with the issuance of state and local government obligations.

"Business Day" means any day upon which banks located in the State are not required or authorized to remain closed and on which the New York Stock Exchange is not closed.

"Certificates" means the 2012 Certificates and the 2020 Certificates.

"Chairman" means the Chairman of the County Commission.

"County" means the Brookings County, South Dakota.

"County Commission" means the governing body of the County.

"Closing Date" means the date upon which the Certificates are delivered to the Original Purchaser against payment therefore.

"Code" means the Internal Revenue Code of 1986, as amended. All references herein to sections of the Code are to sections thereof as they exist on the date of execution of this instrument, but include any amendment of the provisions thereof.

"Completion Date" means the date of completion of construction of the Facilities, established in accordance with Section 3.2(e) hereof.

"Construction Costs" means all costs of payment of, or reimbursement for, acquisition, construction, installation and financing of the Facilities, including but not limited to, administrative costs, engineering costs, costs of feasibility, environmental and other reports, inspections costs, permits fees filing and recording costs, costs of obtaining title insurance or title opinion, printing costs, reproduction and binding costs, legal fees and charges, professional consultation fees, and charges and fees in connection with the foregoing.

"Facilities" means the County Courthouse.

"Fiscal Year" the twelve month fiscal period of the County, which commences on January 1 in every year and ends on December 31 of that year.

"Ground Lease" means the First Supplemental Ground Lease Agreement, dated as of November 1, 2020, by which the County leases the Land to the Trustee.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the State of South Dakota who is not a full time employee of the Trustee or the County.

"Interest" means the portion of any Lease Payment designated as and comprising interest as described in the attached Exhibit B.

"Interest Payment Date" means any of the dates for scheduled payments of Interest, as shown on Exhibit B.

"Land" means the real property described on Exhibit A hereto including any property added to or substituted for any portion of the Land and less any real property released from the Lease and the lien for the Trust Agreement, all pursuant to Article V of the Lease.

"Lease Payment" the payment due from the County to the Trustee on each Payment Date during the Term of this Lease, as shown on Exhibit B.

"Lease Term" or "Term of this Lease" means the term starting July 18, 2012 and ending on December 1, 2037.

"Net Proceeds" means any insurance proceeds paid with respect to the Facilities, remaining after payment therefrom of all expenses incurred in the collection thereof.

"Payment Date" means each May 15 and November 15 upon which any Lease Payment is due and payable as provided in Exhibit B.

"Permitted Encumbrances" means as of any particular time: (i) liens for taxes and assessments not then delinquent, or which the County may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid, (ii) the Ground Lease, this Agreement and amendments hereto or thereto, (iii) the Trustee's interest in the Facilities, (iv) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien which the County may, pursuant to Section 5.2 hereof, permit to remain unpaid; and (v) encumbrances disclosed on Exhibit A hereto.

"Preliminary Expenditures" means Cost of Issuance or Construction Costs which (i) were incurred prior to May 19, 2012, (ii) do not, in the aggregate, exceed 20% of the Issue Price of the Certificates and (iii) if Construction Costs, are of the following types: architectural.,

engineering, soil testing, surveying and similar costs incident to commencement of construction.

"Principal" means the portion of any Lease Payment designated as principal in the attached Exhibit B.

"Principal Balance" means the sum of all unpaid principal components on Schedule B.

"Principal Component" means that portion of the Lease Payments designated as principal on Schedule B.

"Principal Office" means with regard to the Trustee, First Bank & Trust, 520 6th Street, PO Box 5057, Brookings, South Dakota 57006-5057.

"Principal Payment Date" means any of the dates for scheduled payments of Principal, as shown on Exhibit B.

"Purchase Price" means the sum of the Principal Balance plus unpaid interest, interest to be calculated on the basis of 12/30 day months.

"Resolution" means the resolution of the governing body of the County adopted May 31, 2012, as they may be amended from time to time.

"State" means the State of South Dakota.

"State and Federal Laws" means the Constitution and any law of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

"Tax Exemption Certificate and Agreement" means the Tax Exemption Certificate and Agreement described in Section 5.6 hereof, to be executed and delivered by the County on the Closing Date.

"Trust Agreement" means the Declaration of Trust, of even date herewith, by the Trustee, and joined in by the County and any amendment thereof or supplement thereto.

"Trust Fund" means the trust fund created in Section 4.01 of the Trust Agreement.

"Trustee" means First Bank & Trust, Brookings, South Dakota, and its successors and assigns, in its capacity as trustee under the Trust Agreement.

"Trustee Prime Rate" means the rate of interest publicly announced by the Trustee from time to time as its prime rate.

Section 1.2. Exhibits

The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A: A legal description of the Land and a description of Facilities being leased by the County pursuant to this Lease, and a listing of Permitted Encumbrances.

Exhibit B: Shows the date and Interest and Principal amount and Purchase Price of each Lease Payment coming due during the Lease Term, and the provisions for prepayment of the Lease Payments.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations Covenants and Warranties of the County. The County represents, covenants and warrants as follows:

(a) The County is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(b) This Lease is entered into under authority of and pursuant to South Dakota Codified Laws Chapter 7-25, as amended.

(c) The officers of the County executing this Lease have been duly authorized to do so.

(d) The Facilities will be used during the Term of the Lease primarily to carry out the governmental or proprietary purposes of the County and its departments, agencies, institutions, instrumentalities and political subdivisions.

(e) The County has levied an amount sufficient to pay all Lease Payments and other obligations of the County under this Lease, and will take all other actions necessary to spread such levies and provide moneys for the payment of the obligations of the County under this Lease from sources of the County lawfully available for this purpose.

(f) This Lease is designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b) (3) of the Code. The County will not designate, or request any other governmental entity to designate on its behalf, more than $10,000,000 of its obligations as "qualified tax-exempt obligations" in calendar year 2020. The County does not reasonably expect to issue, and will not request any other governmental entity to issue on its behalf, in calendar year 2020, more than $10,000,000 of obligations which it or such entity could designate as "qualified tax-exempt obligations."

(g) The County will file with the Internal Revenue Service the information reporting statement required by Section 149(e) of the Code.

(h) The County agrees that it will not take any action which would have the effect of subjecting the Interest to be paid hereunder to federal income taxes nor will the County fail to take any action which failure could result in subjecting the Interest to be paid hereunder to federal income taxes.

Section 2.2. Representations, Covenants and Warranties of the Trustee. The Trustee represents, covenants and warrants as follows:

(a) The Trustee is a bank duly organized and existing under and by virtue of the laws of South Dakota; is duly qualified, in good standing and authorized to transact business in the State; has power to enter into this Lease; is possessed of full power to own and hold real and personal property, and to sell the same; and has duly authorized the execution and delivery of this Lease.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Trustee is now a party or by which the Trustee is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Trustee, or upon the Land and the Facilities except Permitted Encumbrances.

ARTICLE III

CONSTRUCTION COSTS; ACQUISITION AND CONSTRUCTION OF FACILITIES; PAYMENT OF COST; SALE OF FACILITIES

Section 3.1. Construction Costs. The County has caused estimates of the Construction Costs to be prepared. Based on such estimates, the total Construction Costs are estimated to be not less than $1,784,100 and the total Cost of Issuance, other than the Original Purchaser's discount, is not less than $15,900. In order to provide the moneys needed to pay the Construction Costs when due, and in consideration of the actions agreed to be performed by the County under this Lease the Trustee has entered into the Trust Agreement, pursuant to which the Original Purchaser will pay to the Trustee the sum of $1,800,000, and the Trustee agrees that it will apply that money as provided in Section 4.01 of the Trust Agreement.

Section 3.2. Acquisition and Construction of Facilities; Payment of Cost.

(a) The Trustee shall establish the Trust Fund and the proceeds of the issuance and sale of the Certificates shall be deposited into the Trust Fund, all in accordance with the provisions of the Trust Agreement.

(b) The Trustee shall cause the Facilities to be completed with all reasonable dispatch. The Trustee hereby appoints the County as its agent for the purpose of construction of the Facilities and the County may perform the same itself or through its agents, and may make or issue such contracts, orders, receipts and instructions, and in general do or cease to be done all such other things as it may in its sole discretion consider requisite or advisable for the completion of the Facilities and for fulfilling its obligations under this Article. The County shall have full authority and the sole right under this Lease to supervise and control, directly or indirectly, all aspects of the construction of the Facilities, and covenants to the Trustee that it will exercise such authority in a manner which will cause the Facilities to be completed with all reasonable dispatch. The County covenants that it will follow all bid laws as may be required of the County.

The County further agrees that it will indemnify, defend and hold harmless the Trustee, its directors, officers, employees and agents and any assignee of the Trustee, without payment

being made by the Trustee, from and against any and all claims, demands, suits, liabilities and costs (including without limitation, attorneys' fees and costs and expenses of investigation and proof) arising out of the completion of the Facilities, or any contract or matter related thereto.

The moneys on deposit in the Construction Account in the Trust Fund shall be applied by the Trustee as provided in this Section and as otherwise provided in Article IV of the Trust Agreement. Until the moneys on deposit in the Construction Account are so applied, such moneys shall be subject to the lien of the Trust Agreement, and the County shall have no right, title or interest therein except as expressly provided in this Lease and the Trust Agreement.

(c) Disbursements from the Construction Account are to be made to the County or to its order, upon receipt by the Trustee of executed and approved draw requests in substantially the form of Exhibit A to the Trust Agreement; provided that requests for disbursements with respect to Costs of Issuance shall be made in accordance with County Requests submitted pursuant to paragraph (f) of this Section. The County shall be entitled to reimbursement from the Construction Account for Cost of Issuance and Construction Costs incurred and paid on or after May 19, 2012 and for Preliminary Expenditures.

(d) If the moneys in the Construction Account, together with any other moneys made available to pay the Construction Costs, shall not be sufficient to pay the Construction Costs in full, then the County shall pay all that portion of the Construction Costs in excess of the moneys available therefore.

If the County shall make any payments pursuant to this paragraph (d), it shall not be entitled to any reimbursement therefore from the Trustee, the holders of the Certificates, nor shall it be entitled to any diminution in or postponement of the payment of the Lease Payments or the payment of any other amounts payable under this Lease.

(e) The Completion Date shall be the date on which that portion of the Facilities to be financed with the proceeds of the Certificates are completed in their entirety and ready to be placed in service, all as determined by the County. Promptly after the Completion Date, the County shall submit to the Trustee a certificate signed by an officer of the County, which shall specify the Completion Date and shall state that construction of the Facilities has been completed and the Construction Costs have been paid, except for any portion thereof which has been incurred but is not then due and payable, or the liability for the payment of which is being contested or disputed by the County and for the payment of which the Trustee is directed to retain specified amounts of moneys within the Construction Account. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date thereof or which may subsequently come into being.

(f) The County shall be entitled to withdraw money from the Construction Account in payment of any item constituting a Cost of Issuance, by furnishing the Trustee a Disbursement Request as provided in Section 4.02 of the Trust Agreement. The County agrees that it will pay promptly all expense constituting a Cost of Issuance, whether or not reimbursed therefore from the Construction Account.

(g) The County shall indemnify and hold harmless the Trustee against any loss, cost or damage (including without limitation attorneys' fees and costs of investigation and proof) suffered by the Trustee as a result of any disbursement made by the Trustee at the request of the County pursuant to a Disbursement Request as provided in Section 4.02 of the Trust Agreement.

Section 3.3. Lease and Option to Purchase Facilities. The Trustee hereby leases with the option to purchase its leasehold interest in the Land and the Facilities to the County, and the County hereby leases for the Lease Term and any Trustee's interest in the Land and Facilities from the Trustee, upon the terms and conditions set forth in this Lease.

The Land and Facilities are leased with the option to purchase in their present condition without representation or warranty of any kind by the Trustee, and subject to the rights of parties in possession, to the existing state of title, to all applicable legal requirements now or hereinafter in effect, and to Permitted Encumbrances. The County has examined the Land and title thereto and has found all of the same to be satisfactory for the purposes of this Lease.

Section 3.4. Lease Payments. The County shall pay to the Trustee, Lease Payments at the times and in the manner specified in the attached Exhibit B. The County does hereby pledge for the Lease Payments the County's ninety cents per thousand general levy pursuant to SDCL Chapter 7-25. The County shall pay the Lease Payments due hereunder to the Trustee at its Principal Office. The County shall designate to which subaccount or subaccounts of the Lease Payment Account the Lease Payments shall be credited by the Trustee. The County is obligated to pay the Lease Payments during the Lease Term.

Section 3.5. Quiet Enjoyment. The Trustee hereby covenants to provide the County during the Lease Term with quiet use and enjoyment of the Land and Facilities, and the County during such term may peaceably and quietly have and hold and enjoy the same, without suit, trouble or hindrance from the Trustee, except as expressly set forth in this Lease. The Trustee will, at the request of the County and at the County's cost, join in any legal action in which the County asserts it rights to such possession and enjoyment to the extent the Trustee may lawfully do so.

Section 3.6. Possession. The Trustee does hereby delivery possession of the Land to the County and the County does hereby accept possession of the Land subject to the terms and conditions of the Lease and Trust Agreement.

Section 3.7. Lessor Access to Land and Facilities. The Lessor shall have the right at all reasonable times to examine and inspect the Land and Facilities, and shall have such rights of access to the Land and Facilities as may be reasonably necessary to cause the proper maintenance thereof in the event of failure by the County to perform its obligations hereunder.

Section 3.8. Compliance with Trust Agreement. During the Term of this Lease, the County agrees to perform all obligations imposed upon it by the Trust Agreement.

Section 3.9. County's Title to Land. The County represents and warrants that it has good and marketable fee simple title to the Land, subject only to Permitted Encumbrances, and covenants that it will not, during the Lease Term, encumber the Land, or permit the Land to be encumbered, in such a manner as would jeopardize the Trustee's leasehold interest

therein. The County recognizes that total or partial failure of title to, or the creation or existence of any encumbrance upon, the Land or the Facilities shall not, under any circumstances, excuse the County from the payment of the Lease Payments, or result in any right to abatement or set-off with respect thereto.

ARTICLE IV

LEASE TERM; TERMINATION OF LEASE TERM; TRANSFER OR SURRENDER OF LAND AND FACILITIES

Section 4.1. Lease Term. This Lease shall be in effect for the Lease Term, unless terminated prior to said date as provided in Section 4.2.

Section 4.2. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

(a) The prepayment by the County of all Lease Payments required to be paid by it hereunder, pursuant to Section 8.1; or

(b) The discharge by the County of its obligation to pay the Lease Payments required to be paid by it hereunder pursuant to Section 8.3.

Section 4.3. Trustee's Interest in the Land and Facilities. Upon payment of all Lease Payments due as listed on Exhibit B, or upon prepayment of the Lease Payments or discharge of the County's obligation to make the Lease Payments in accordance with Article VIII hereof, full and unencumbered legal title to the Facilities shall pass to the County, and the Trustee shall have no further interest therein. In such event the Trustee and its officers shall take all actions necessary to authorize, execute and deliver to the County any and all documents necessary to vest in the County, all of the Trustee's right, title and interest in and to the Land and Facilities, free and clear of all liens, leasehold interests, encumbrances (other than Permitted Encumbrances), including, if necessary, a release of any and all interests or liens created under the provisions of this Lease.

Section 4.4. No Subordination of County's Title to Trustee. No provision of this Lease shall be construed as in any way subordinating, conveying or agreeing to convey, or otherwise adversely affecting the County's fee simple interest in the Land. This Lease covers only the Trustee's leasehold interest in the Land created by the Ground Lease, and all references to the Land herein and in the Trust Agreement shall be construed as applying only to such leasehold interest, unless otherwise specifically stated.

Section 4.5. Purchase of Title. At any time when (a) the entire Principal Balance, together with any unpaid or delinquent interest, has been fully paid, whether by (i) payment of all Lease Payments as provided in Section 3.4 hereof, (ii) prepayment of all of the Lease Payments as provided in Section 8.1 hereof, or (iii) discharge of all of the Lease Payments, as provided in Section 8.3 hereof then the purchase of the Land and the Facilities by the County shall be deemed to have been completed. The Trustee shall thereupon deliver to the County such instruments of conveyance or release as, in the opinion of counsel, may be necessary to release any interests of the Trustee and the Trustee in the Land and Facilities.

ARTICLE V

GENERAL MATTERS

Section.5.1. Use; Permits. The County shall exercise due care in the use, operation and maintenance of the Land and Facilities, and shall not use, operate or maintain the Land and Facilities improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. The County shall obtain or cause to be obtained all permits and licenses necessary for the operation, possession and use of the Land and Facilities. The County shall comply with all State and Federal Laws applicable to the operation, possession and use of the Land and Facilities, and if compliance with any such State and Federal Law requires changes or additions to be made to the Land and Facilities, such changes or additions shall be made by the County at its expense.

Section 5.2. Maintenance and Modification of Facilities By the County. During the Term of this Lease the County shall, at its own expense, maintain, preserve and keep the Land and Facilities in good repair, working order and condition, and shall from time to time make all repairs, replacements and improvements necessary to keep the Land and Facilities in such condition. The Trustee shall have no responsibility for any of these repairs, replacements or improvements. In addition, the County shall, at its own expense, have the right to remodel the Facilities or to make additions, modifications and improvements thereto. All such additions, modifications and improvements shall thereafter comprise part of the Facilities and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage the Facilities; and the Facilities, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value not less than the value of the Facilities immediately prior to the making of such additions, modifications and Facilities. Any property for which a substitution or replacement is made pursuant to this Section may be disposed of by the County in such manner and on such terms as are determined by the County. The County will not permit any mechanic's or other lien to be established or remain against the Land and Facilities for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by the County pursuant to this Section; provided that if any such lien is established the County shall first notify the Trustee of the County's intention to do so, the County may in good faith contest any lien filed or established against the Land and Facilities, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Trustee shall notify the County that, in the opinion of counsel, by non-payment of any such item the interest of the Trustee in the Land and Facilities will be materially endangered or the Land and Facilities or any part thereof will be subject to loss or forfeiture, in which event the County shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide the Trustee with full security against any such loss or forfeiture, in form satisfactory to the Trustee. The Trustee will cooperate fully with the County in any such contest, upon the request and at the expense of the County.

Section 5.3. Taxes, Other Governmental Charges and Utility Charges. During the Term of this Lease the County shall also pay or cause to be paid when due all gas, water, steam, electricity, heat, power and other charges incurred in the operation, maintenance,

use, occupancy and upkeep of the Land and Facilities. The County shall also pay all property and excise taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Land and Facilities or any part thereof or the Lease Payments, and which become due during the Term of this Lease with respect thereto; and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Land and Facilities; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the County shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. The County shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by the Trustee, its successors or assigns, unless such tax is made in lieu of or as a substitute for any real estate or other tax upon property.

The County may, at the County's expense and in the County's name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Trustee shall notify the County that, in the opinion of counsel, by nonpayment of any such items the interest of the Trustee in the Land and Facilities will be materially endangered or the Land and Facilities or any part thereof will be subject to loss or forfeiture, in which event the County shall promptly pay such taxes, assessments or charges or provide the Trustee with full security against any loss which may result from nonpayment, in form satisfactory to the Trustee.

Section 5.4. Liens. The County shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Land and Facilities, except the respective rights of the Trustee and the County as herein provided and Permitted Encumbrances. Except as expressly provided in this Article, the County shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The County shall reimburse the Trustee for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 5.5. Easements. The Trustee will from time to time, at the request of the County and at the County's cost and expense, cooperate and join with the County: (a) in granting easements and other rights in the nature of easements, releasing existing easements or other rights in nature of easements which are for the benefit of the Land and Facilities; (b) in executing amendments to any covenants and restrictions affecting the Land and Facilities; (c) executing and delivering to any person any instrument appropriate (i) to confirm or to the effect that such grant, release or execution is not detrimental to the proper conduct of the operations of the County on or in the Land and Facilities, (ii) to show the consideration, if any, being paid for such grant, release or amendment, (iii) to show that such grant, release, dedication, transfer, petition or amendment does not materially impair the use of the Land and Facilities or reduce their value, or (iv) to confirm that the County will remain obligated hereunder to the same extent as if such grant, release, or amendment had not been made, and the County will perform all obligations of the Trustee under such instrument.

The consideration, if any, received for such grant, release, or amendment shall be paid to the Trustee and applied against the next succeeding Lease Payment.

Section 5.6. Arbitrage Rebate. The County acknowledges that the rebate provisions of Section 148(f) of the Code are applicable to the Lease Payments and to the Certificates, and the County will comply with all provisions of the Tax Exemption Certificate and Agreement, dated as of the date of delivery of the Certificates, and executed by the County. The County shall pay all costs and expenses incurred in complying with all provisions of the Tax Exemption Certificate and Agreement, including the amount of rebatable arbitrage (or penalty in lieu thereof) required at any time to be paid by the County to the United States. The County will indemnify and hold the Trustee harmless from any liability or alleged liability resulting from such computations or failure to compute any rebate or penalty amount.

ARTICLE VI

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 6.1. Damage, Destruction and Condemnation. If the Facilities or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or title to or the temporary use of the Facilities or any part thereof, or the interest of the County or the Trustee in the Land or Facilities or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the County shall have the rights with respect to the Net Proceeds of any insurance or condemnation award specified in this Section, but the County shall be obligated to continue to pay the Lease Payments due with respect to the Facilities. All Net Proceeds shall be applied to the prompt repair, restoration, modification, improvement or replacement of the Land and the Facilities by the County or if the County elects not to repair or rebuild, all Net Proceeds shall be applied to prepay Lease Payments; in either event all Net Proceeds not needed for the purpose shall belong to the County.

Section 6.2. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the Land and the Facilities, the County shall either: (a) complete the work and pay any cost in excess of the amount of the Net Proceeds, and the County agrees that if by reason of any such insufficiency of the Net Proceeds, the County shall make any payments pursuant to the provisions of this Section 6.2, the County shall not be entitled to any reimbursement therefore from the Lessor nor shall the County be entitled to any diminution of the Lease Payments due with respect to the Facilities; or (b) prepay the Lease Payments, in which event the Net Proceeds shall be used for this purpose. If the County elects not to repair, rebuild or restore, the County shall prepay or discharge the Lease Payments to the full extent of the Net Proceeds.

Section 6.3. Cooperation of Trustee. The Trustee shall cooperate fully with the County at the expense of the County in filing any proof of loss with respect to any insurance policy covering the casualties described in Section 6.1 hereof and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Land or the Facilities or any part thereof and will, to the extent it may lawfully do so, permit the County to litigate in any proceeding resulting there from in the name of and on behalf of the

Trustee. In no event will the Trustee voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim or any prospective or pending condemnation proceeding with respect to the Land or the Facilities or any part thereof without the written consent of the County.

Section 6.4. Condemnation Of Other Property Owned by the County. The County shall be entitled to the Net Proceeds of any condemnation award or portion thereof made for destruction of, damage to or taking of its property not included in the Land or the Facilities.

ARTICLE VII

INSURANCE AND INDEMNIFICATION

Section 7.1. Liability Insurance During the Term of this Lease. The County shall procure and maintain continuously in effect with respect to the Land and Facilities, insurance (which shall name the Trustee as an additional insured) against liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the maintenance, use or operation of the Land and Facilities or any part thereof, in the amount of $1,000,000 for death of or personal injury to any one person, in the amount of $1,000,000 for all personal injuries and deaths arising out of any one occurrence, and in the amount of $100,000 for property damage arising out of any one occurrence. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds may be paid. If any insurance required by this Section is unavailable or the cost of obtaining such insurance is, in the judgment of the County Commission, excessive, the County may self-insure for such risks, provided that the County gives prompt written notice of its intent to do so to the Trustee, and provided that the County shall continue to seek such insurance coverage and, if such insurance becomes available at a reasonable cost, the County shall promptly obtain such insurance. Notwithstanding the foregoing, if the County elects to self-insure, other than through a self-insurance pool, the County shall at all times maintain a policy of general public liability insurance with respect to the Land and Facilities naming the Trustee as insured, in an amount not less than $1,000,000.

Section 7.2. Property Insurance During the Term of this Lease. The County shall procure and maintain continuously in effect during the Term of this Lease with respect to the Facilities, to the extent of the full insurable value of the Facilities, other than building foundations, insurance against loss from or damage by vandalism and fire, with a uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed. All policies (or endorsements or riders) evidencing insurance required in this Section shall be carried in the names of the County and the Trustee as their respective interests may appear. Each policy (or endorsement or rider) may be written with a deductible amount which is customary for Facilities comparable to the Facilities. The Net Proceeds of Insurance required by this Section shall be applied as provided in Article VI.

Section 7.3. Administration of Claims, Etc. Neither the County nor the Trustee shall be required to prosecute any claim against or contest any settlement proposed by any insurer,

but any of them may prosecute any such claim or contest any such settlement. In the event of a contest by the County, it shall be at the County's expense, and the County may bring such claim or contest in the name of the Trustee, the County or both, and the Trustee will join therein at the County's written request upon the receipt by the Trustee of an indemnity from the County against all costs, liabilities and expenses in connection with such claim or contest.

Section 7.4. Other Insurance and Requirements of Insurance. All insurance required by this Article may be carried under a separate policy or a rider or endorsement; shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State or a self-insurance pool permitted by State law; shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to both parties at least thirty (30) days before the cancellation or revision becomes effective; and shall name the County and the Trustee as insured parties. The County shall deposit with the Trustee policies evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in force and effect. Before the expiration of any such policy, the County shall furnish to the other party evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event the County shall notify the Trustee of this fact.

Section 7.5. Indemnification. (a) As between the Trustee and the County, the County assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Facilities and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of the County, the Trustee or of third parties, and whether such property damage be to the County or the Trustee's property or the property of others, which is proximately caused by the negligent conduct of the County, its officers, employees, agents and lessees, or arising out of the operation, maintenance or use of the Land and Facilities by the County, its officers, employees, agents and lessees. The County hereby assumes responsibility for and agrees to indemnify, defend and hold harmless the Trustee, its directors, officers, employees and agents, and any assignee of the Trustee, without payment being made by the Trustee, from and against all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against the Trustee or its directors, officers, employees, agents or assignees that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part on the foregoing, to the maximum extent permitted by law.

(b) The County further agrees that it will indemnify, defend and hold harmless the Trustee, its directors, officers, employees and agents and any assignee of Trustee, without payment being made by Trustee, from and against any and all claims, demands, suits, liabilities and costs (including without limitation attorneys' fees and costs and expenses of investigation and proof) arising out of any violation or asserted violation of any law or regulation, including without limitation, any environmental law or regulation, or arising out of the presence on the Land of any hazardous or toxic waste, materials or substances within the meaning of any federal, state or local law or regulation.

ARTICLE VIII

OPTION TO PREPAY; DISCHARGE

Section 8.1. Option to Prepay in Whole or in Part The Lease. The County shall have the option to prepay the unpaid Lease Payments but only in the manner provided in Exhibit B.

Section 8.2. Exercise of Prepayment Purchase Option. The County shall give notice to the Trustee of its intention to exercise its prepayment purchase option not less than 30 days in advance of the date of exercise, and shall pay to the Trustee on the date of exercise an amount equal to the amount of Principal to be prepaid, plus accrued interest to the prepayment date, as shown in Exhibit B, less any Net Proceeds to be applied to the amount to be so paid in accordance with Section 6.2.

Section 8.3. Discharge of County's Obligation. The County may at any time discharge its obligation to pay the Lease Payments due under this Lease by depositing irrevocably in escrow with a bank or trust company, cash or securities of the type permitted for defeasance of the Certificates under Article VIII of the Trust Agreement interest payable at such times and at such rates and maturing or redeemable at the option of the holder on such dates as shall be required to provide moneys sufficient to pay or prepay all unpaid Lease Payments on the dates when they are due or subject to prepayment as provided in Section 8.1, as determined by the County, together with computations and an opinion letter of a certified public accounting firm or a financial consulting firm recognized by the rating agencies as adequate for the purpose showing and attesting to the sufficiency of such moneys and securities for this purpose and an opinion letter of Independent Counsel stating that the deposit of such cash or securities will not cause the Lease or the Certificates to become "arbitrage bonds" under Section 148(a) of the Code. The requirements for defeasance set forth in Article VIII of the Trust Agreement shall also apply to any defeasance hereunder.

Section 8.4. Conditions to Prepayment. The County may exercise the rights specified in this Article only if it is not in default under this Lease.

ARTICLE IX

ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 9.1. Assignment and Subleasing by the County. The rights and obligations of the County under this Lease may not be assigned by the County without the written consent of the Trustee, which shall not be unreasonably withheld; provided that the County may sublease the Land and Facilities, in whole or in part, without the consent of the Trustee, subject, however, to each of the following conditions:

(i) This Lease and the obligation of the County to make Lease Payments and other payments hereunder, shall remain obligations of the County.

(ii) The sublease shall require the sublessee to meet the obligations of the County hereunder to the extent of the interest subleased.

(iii) The County shall, within ten (10) days after the execution thereof and before the effective date, furnish or cause to be furnished to the Trustee, a true and complete copy of such sublease.

(iv) No sublease by the County shall cause 5% or more, in aggregate area or rental value, of the Land and Facilities to be used by any entity other than an agency of the State or the County, or a political subdivision of the State, or for a purpose other than a function authorized under the provisions of the Constitution and laws of the State unless the County provides the Trustee with an opinion of Bond Counsel stating that the proposed sublease will not cause the Interest payable on this Lease and the Certificates to become subject to federal income taxation.

(v) No sublease shall cause the interest payable on this Lease and the Certificates to become subject to federal income taxes as evidenced by an opinion of Bond Counsel delivered to the Trustee and the County.

Section 9.2. Restriction on Mortgage or Sale of Project by the Court. Except as provided in Section 9.1, the County will not mortgage, sell, assign, transfer or convey the Land or the Facilities or any portion thereof during the Term of this Lease.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. Any one or more of the following events shall be "Events of Default" under this Lease:

(a) Failure by the County to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein.

(b) Failure by the County to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (a) of this Section, for a period of forty (45) days after written notice specifying such failure and requesting that it be remedied has been given to the County by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Trustee shall not unreasonably withhold its consent to an extension of such time if corrective action

is instituted by the County within the applicable period and diligently pursued until the default is corrected.

(c) The occurrence of an Act of Bankruptcy.

Section 10.2. Remedies on Default. Whenever any Event of Default by the County shall have happened and be continuing, the Trustee as assignee under the Trust Agreement shall have the right, at its option, to take, but only upon not less than five days written notice to the County, one or any combination of the following remedial steps:

(a) without terminating this Lease, and subject to the rights of any entity subleasing all or any portion of the Land and the Facilities which is not in default under a sublease complying with Section 9.2, re-enter and take possession of the Land and Facilities and exclude the County and any sublessee in default from using it until the default is cured; or

(b) subject to the provisions of Section 3.6, take whatever action at law or in equity may appear necessary or desirable to: (i) collect the Lease Payments then due, (ii) collect any Lease Payments as they become due and payable, or (iii) enforce performance and observance of any obligation, agreement or covenant of the County under this Lease or the Resolution.

This provision does not limit any other remedies which the Trustee may have under the Trust Agreement or any other documents.

Section 10.3. Delay Notice. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle any party to exercise any remedy reserved to it in this Lease it shall not be necessary to give any notice, other than such notice as may be required in this Lease.

Section 10.4. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.5. No Additional Waiver Implied by One Waiver.

In the event any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XI

ADMINISTRATIVE PROVISIONS

Section 11.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in certified or registered form with postage fully prepaid:

If to the County:

Brookings County
314 6th Avenue
Brookings, SD 57006
Attn: County Finance Officer

If to the Original Purchaser:

First Bank & Trust
520 6th Street
PO Box 5057
Brookings, SD 57006-5057

If to the Trustee:

First Bank & Trust
520 6th Street
PO Box 5057
Brookings, SD 57006-5057

If to the Registrar:

First Bank & Trust
520 6th Street
PO Box 5057
Brookings, SD 57006-5057

The above named persons, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 11.2. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Trustee and the County, their respective successors and assigns.

Section 11.3. Severability. In the event any provision, of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.4. Amendments Changes and Modifications. This Lease may be amended or any of its terms modified only by written amendment authorized and executed by the

County and the Trustee; provided that no such amendment shall be effective without the consent of the Trustee or any other person or entity to whom the rights of the Lessor to receive Lease Payments due hereunder has been assigned.

Section 11.5. Further Assurances and Corrective Instruments. The Trustee and the County agree that they will, if necessary, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Land and Facilities or for carrying out the expressed intention of this Lease.

Section 11.6. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of South Dakota.

Section 11.8. Authorized Officers. Whenever under the provisions of this Lease the approval of the Trustee or the County is required, or the Trustee or the County is required to take some action at the request of the other, such approval of such request shall be given for the Trustee or for the County by an Authorized Officer, and any party hereto shall be authorized to rely upon any such approval or request.

Section 11.9. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Lease.

Section 11.10. Financial Statements. The County shall provide the Trustee and the Original Purchasers as soon as they are available, the audited financial statements of the County, together with such additional information as the Trustee and the Original Purchasers may from time to time reasonably request

IN WITNESS WHEREOF, the Trustee has caused this Lease to be executed in its corporate name by its duly authorized officer; and the County has caused this Lease to be executed in its name by its duly authorized officers and sealed with its corporate seal, as of the date first above written.

BROOKINGS COUNTY, SOUTH DAKOTA

By: _____
Its: Chairman

(SEAL)

ATTEST:

_____
Finance Officer

COUNTERSIGNED

_____
Resident Attorney

STATE OF SOUTH DAKOTA }
:SS
COUNTY OF BROOKINGS }

On this 1st day of November 2020, before me, a notary public personally appeared _____ and Vicki Buseth, to me personally known to be the Chairman and Finance Officer of Brookings County, a municipality of the State of South Dakota, the County Officials referred to in the. foregoing instrument; that the seal affixed to said instrument is the corporate seal of said political subdivision; that said instrument was signed and sealed in behalf of the County having been authorized by the governing board of the County; and said Chairman and Finance Officer acknowledged said instrument to be the free act and deed of said County.

_____
Notary Public-South Dakota
My Commission Expires:

FIRST BANK & TRUST

By: _____
Its: Vice President

STATE OF SOUTH DAKOTA }
:SS
COUNTY OF BROOKINGS }

On this 1st day of November 2020, before me, a Notary Public, personally appeared Steve Hogie, to me personally known, who, being duly sworn, did say that he is Vice President of First Bank & Trust the association referred to in the foregoing instrument; that said instrument was signed and sealed in behalf of said association by authority of its Board of Directors; and he acknowledged said instrument to be the free act and deed of said association.

_____
Notary Public-South Dakota
My Commission Expires:

First Bank & Trust signature page to Lease

EXHIBIT A

Legal Description

Block 9 of the Second Addition to the City of Brookings, Brookings County, South Dakota according to the recorded plat thereof.

EXHIBIT B

Prepayment

The Lease may be prepaid on or after June 1, 2022, in whole or in part, by paying the Principal Component remaining unpaid, plus the Interest Component to date of payment.

Drafted by:
Todd Meierhenry
Meierhenry Sargent LLP
315 S. Phillips Avenue
Sioux Falls, SD 57104
(605) 336-3075

FIRST SUPPLEMENTAL GROUND LEASE AGREEMENT

between

BROOKINGS COUNTY, SOUTH DAKOTA

as lessor

and

FIRST BANK & TRUST, BROOKINGS, SOUTH DAKOTA

in its capacity as Trustee under the Declaration
of Trust described herein,
as lessee

Dated as of November 1, 2020

THIS FIRST SUPPLEMENTALGROUND LEASE AGREEMENT, made as of this 1st day of November 2020, by and between BROOKINGS COUNTY, SOUTH DAKOTA, a political subdivision of the State of South Dakota (the "County"), as lessor, whose address is 314 6th Avenue, Brookings, SD 57006 and First Bank & Trust, a bank organized under the laws of the South Dakota (the "Trustee"), whose address is 520 6th Street, PO Box 5057, Brookings, SD 57006-5057, as lessee, in its capacity as trustee under that certain Declaration of Trust, of even date herewith, by the Trustee and joined in by the County, supplements the Ground Lease Agreement dated July 18th, 2020 between the parties.

WITNESSETH

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

DEMISE OF LAND AND WARRANTIES

Section 1.01. Demise. Subject to and upon the terms, conditions, covenants and undertakings hereinafter set forth, the County hereby leases and permits the use to, and the Trustee hereby leases from the County, the property described in Exhibit A attached hereto, located in Brookings County, South Dakota including all buildings, structures and improvements thereon (hereinafter called the "Land").

Section 1.02. Warranties. The County covenants and warrants to the Trustee:

(1) That the County has good and merchantable title to the Land, has authority to enter into, execute and deliver this Lease, and has duly authorized the execution and delivery of this Lease,

(2) That the Land is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the renovation, construction and equipping of certain buildings and other improvements (hereinafter called the "Facilities") on the Land, as contemplated by that certain Lease-Purchase Agreement by and between the County and the Trustee of even date herewith (hereinafter called the "Agreement");

(3) That all taxes, assessments or impositions of any kind with respect to the Land, except current taxes, have been paid in full;

(4) That the Land are properly zoned for the purpose of the Facilities; and

(5) That the County has authority to enter into, execute and deliver the Agreement, and has duly authorized its execution and delivery.

ARTICLE II

TERM AND RENT

Section 2.01. Term. The term of this Lease shall commence as of July 18, 2012 and ending on December 1, 2037 (with automatic 10 year extensions) in the event that the Certificates of Participation, Series 2012 or Certificates of Participation, Series 2020 are not paid in full on or before December 1, 2037.

Section 2.02. Rent. The rent for the period from July 18, 2012 to and including June 1, 2032 shall be One Cent ($.01) receipt of which is hereby acknowledged. The rent for the extended term, if any, shall be One Cent ($.01) payable in one installment in advance receipt of which is hereby acknowledged.

ARTICLE III

USE OF LAND ADDITIONAL COVENANTS

Section 3 01. Use. The Trustee shall not use or permit the use of the Land for any unlawful purpose.

Section 3.02. Quiet Enjoyment. The County covenants that upon the Trustee's paying the rent reserved herein, and performing all conditions and covenants set forth in this Lease. and the Agreement, the Trustee shall and may peaceably have, hold and enjoy the Land for the term of this Lease. The Trustee covenants that upon expiration of this Lease, either on the date specified in Section 2.01 hereof or earlier pursuant to the terms of the Agreement, it shall give the County peaceable possession of the Land, together with the Facilities and any other improvements constructed thereon pursuant to the Agreement.

Section 3.03 . Assignment and Subletting. The Trustee shall have the right to assign its interest in this Lease, and to sublet the Land in accordance with the Agreement.

Section 3.04. Environmental Matters. The County represents and warrants that it has no knowledge of the presence of hazardous or toxic waste, materials or substances ("Hazardous Materials") within the meaning of any federal, state or local law or regulation relating to environmental matters, on or about the Land. The County further agrees that it will indemnify, defend and hold harmless the Trustee, its directors, officers, employees and agents, and any assignee of the Trustee, without payment being made by the Trustee, from and against any and all claims, demands, suits, liabilities and costs (including without limitation, attorneys' fees, and costs and expenses of investigation and proof) arising out of any violation or asserted violation of any environmental law or regulation or out of the presence on the Land of any Hazardous Materials.

Section 3.05. Additional Covenants. In the event that any person or entity, however organized (other than the Trustee or any assignee of the Trustee), shall be determined to hold any interest that in any manner affects the County's good and merchantable title to the Land, the County shall use its best efforts to acquire the interest so held, such acquisition to be made at the County's sole cost and expense. The County hereby agrees to save and keep harmless the Trustee, or any assignee of the Trustee, from and against any

and all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatever kind and nature, imposed on, incurred by or asserted against the Trustee, or any assignee of the Trustee, that in any way relate to or arise out of the assertion of any interest affecting the County's good and merchantable title to the Land by any person or entity, however organized (other than the Trustee or any assignee of the Trustee).

ARTICLE IV

DEFAULT: REMEDIES

Section 4.01. Default. A "default" or an "event of default" shall have occurred if the Trustee shall fail to observe or perform any of the obligations of the Trustee otherwise provided herein.

Section 4.02. Lessor's Remedies. Upon the occurrence of an event of default by the Trustee hereunder, which shall remain uncured for thirty (30) days after receipt by the Trustee of written notice of such event of default and after the County has obtained written consent of the Insurer, the County may thereafter or any time subsequently during the existence of such breach or default; (1) enter into and upon the Land and repossess the same, expelling and removing therefrom all persons and property, and (ii) terminate this Lease, holding the Trustee liable for damages for its breach, including reasonable attorneys fees and costs.

ARTICLE V

BINDING EFFECT: SUCCESSORS AND ASSIGNS

Section 5.01. Binding Effect. This Lease shall be binding upon, and inure to the benefit of, the Trustee, and the County, and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed Lease as of the date first above written.

BROOKINGS COUNTY,
SOUTH DAKOTA

By: _____
Its: Chairman

(SEAL)

ATTEST:

_____
Finance Officer

STATE OF SOUTH DAKOTA }

:SS

COUNTY OF BROOKINGS }

On this 1st day of November 2020, before me, a notary public personally appeared _____ and Vicki Buseth, to me personally known to be the Chairman and Finance Officer of Brookings County, a municipality of the State of South Dakota, the County Officials referred to in the. foregoing instrument; that the seal affixed to said instrument is the corporate seal of said political subdivision; that said instrument was signed and sealed in behalf of the County having been authorized by the governing board of the County; and said Chairman and Finance Officer acknowledged said instrument to be the free act and deed of said County.

_____

Notary Public-South Dakota
My Commission Expires:

COUNTERSIGNED

_____

Resident Attorney

FIRST BANK & TRUST

By: _____
Its: Vice President

STATE OF SOUTH DAKOTA }
:SS
COUNTY OF BROOKINGS }

On this _____ day of July 2012, before me, a Notary Public, personally appeared Steve Hogie, to me personally known, who, being duly sworn, did say that he is Vice President of First Bank & Trust the association referred to in the foregoing instrument; that said instrument was signed and sealed in behalf of said association by authority of its Board of Directors; and he acknowledged said instrument to be the free act and deed of said association.

_____
Notary Public-South Dakota
My Commission Expires:

EXHIBIT A

Legal Description

Block 9 of the Second Addition to the City of Brookings, Brookings County, South Dakota according to the recorded plat thereof.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED SEPTEMBER __, 2020

F

NEW ISSUE / BANK QUALIFIED **RATED: Moody's "___"**

In the opinion of Meierhenry Sargent LLP, Bond Counsel, according to federal laws, regulations, rulings and decisions in effect on the date of issuance of the Series 2020 Certificates, the interest to be paid on the Series 2020 Certificates is not includable in gross income for federal income tax purposes except under certain conditions. Interest paid on Series 2020 Certificates is not an item of tax preference includable for purposes of computing the alternative minimum tax applicable to all taxpayers, including individuals, under the Internal Revenue Code of 1986 (the "Code"), however, interest paid on the Series 2020 Certificates is includable for purposes of computing certain other taxes imposed on corporations and individuals. For purposes of acquisition by banks and other financial institutions, the County will designate the Series 2020 Certificates as "qualified tax -exempt obligations" within the meaning of Section 265(b) of the Internal Revenue Code of 1986, as amended. Interest on the Series 2020 Certificates is includable in gross income for South Dakota income tax purposes when the owner is a financial institution as defined in South Dakota Codified Laws, Chapter 10-43. See "TAX MATTERS", herein.

OFFICIAL STATEMENT

$7,260,000*
CERTIFICATES OF PARTICIPATION, SERIES 2020
(LIMITED TAX GENERAL OBLIGATION)

EVIDENCING PROPORTIONATE INTERESTS OF THE OWNERS
OF THE CERTIFICATES OF PARTICIPATION IN LEASE-PURCHASE AGREEMENT
BETWEEN

FIRST BANK & TRUST
AND
BROOKINGS COUNTY, SOUTH DAKOTA

Dated: Date of Issuance **Due: December 1, as shown on inside cover**

The Certificates of Participation, Series 2020, (the "Series 2020 Certificates") are being issued by Brookings County, South Dakota (the "County") to finance (i) the acquisition, remodeling, expansion, construction or equipping of the county Jail Renovation and Improvement Project (collectively, the "Jail Renovation and Improvement Project"); and (ii) payment of costs of issuance of the Series 2020 Certificates. The Series 2020 Certificates represent proportionate interests in lease payments (the "Lease Payments") to be made under the Lease-Purchase Agreement dated as of July 18, 2012 and as amended and supplemented by the First Amendment to Lease-Purchase Agreement, dated as of November 1, 2020 (collectively, the "Lease"), pursuant to which the County, as lessee, is leasing certain land and facilities from First Bank & Trust, Brookings, SD (the "Trustee"), as lessor. The Series 2020 Certificates are issued pursuant to a Declaration of Trust, dated as of July 18, 2012, as amended by a First Supplemental Trust Agreement dated as of November 1, 2020 (as so amended, the "Trust Agreement") by the Trustee, and joined in by the County.

THE COUNTY'S OBLIGATION TO MAKE THE LEASE PAYMENTS UNDER THE LEASE IS A NONCANCELLABLE OBLIGATION OF THE COUNTY, AND IS NOT SUBJECT TO ANY ANNUAL TERMINATION RIGHT OF THE COUNTY. THE OBLIGATION OF THE COUNTY TO MAKE LEASE PAYMENTS UNDER THE LEASE IS A LIMITED TAX GENERAL OBLIGATION OF THE COUNTY AND ANY AD VALOREM TAXES LEVIED THEREON ARE SUBJECT TO THE COUNTY'S STATUTORY LEVY LIMITS.

The Series 2020 Certificates are issuable in fully registered form and will be initially registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2020 Certificates. Purchases of beneficial ownership interests in the Series 2020 Certificates will be made in book-entry form only, in principal amounts of $5,000 or whole multiples thereof. Beneficial owners of the Series 2020 Certificates will not receive certificates evidencing their ownership interests in the Series 2020 Certificates. So long as DTC or its nominee is the registered owner of the Series 2020 Certificates, payments of principal, redemption price and interest will be made directly to DTC. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to beneficial owners is the responsibility of the DTC participants.

Interest due with respect to the Series 2020 Certificates is payable semiannually on June 1 and December 1 of each year, commencing June 1, 2021.

The Series 2020 Certificates will be subject to redemption prior to maturity as described under "THE CERTIFICATES OF PARTICIPATION - Redemption" herein.

The Series 2020 Certificates are offered, subject to prior sale, when, as and if accepted by the Underwriter named below and subject to an opinion as to validity and exclusion of interest from gross income by Meierhenry Sargent LLP, as Bond Counsel, and certain other conditions. It is expected that delivery of the Series 2020 Certificates in definitive form will be made on or about November __, 2020, against payment therefor. The Underwriter expects, but is not required, to engage in secondary market trading in the Series 2020 Certificates, subject to applicable securities laws. For information with respect to the Underwriter see "UNDERWRITING", herein.

* Preliminary, subject to change

The date of this Official Statement is _____, 2020.

MATURITY SCHEDULE*

Maturity	Principal Amount	Interest Rate	Yield	CUSIP®
12/01/2021	$ 320,000			
12/01/2022	355,000			
12/01/2023	370,000			
12/01/2024	380,000			
12/01/2025	390,000			
12/01/2026	400,000			
12/01/2027	415,000			
12/01/2028	425,000			
12/01/2029	430,000			
12/01/2030	440,000			
12/01/2031	450,000			
12/01/2032	460,000			
12/01/2033	465,000			
12/01/2034	475,000			
12/01/2035	485,000			
12/01/2036	495,000			
12/01/2037	505,000			

* Preliminary, subject to change.

® CUSIP is a registered trademark of the American Bankers Association. The CUSIP numbers are provided by Standard and Poor's, CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. These numbers are not intended to create a database and do not serve in any way as a substitute for the CUSIP Service. CUSIP numbers are provided for convenience of reference only. CUSIP numbers are subject to change. Neither the County nor the Underwriter takes any responsibility for the accuracy of such CUSIP Numbers.

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$7,260,000*

CERTIFICATES OF PARTICIPATION, SERIES 2020
(LIMITED TAX GENERAL OBLIGATION)

EVIDENCING PROPORTIONATE INTERESTS OF THE OWNERS OF THE CERTIFICATES OF PARTICIPATION IN LEASE-PURCHASE AGREEMENT BETWEEN

FIRST BANK & TRUST
and
BROOKINGS COUNTY, SOUTH DAKOTA

Brookings County
County Commission

Name	Title
Mike Bartley	Chairperson
Larry Jensen	Vice Chairperson
Ryan Krogman	Commissioner
Angela Boersma	Commissioner
Lee Ann Pierce	Commissioner

State's Attorney
Dan Nelson
520 3rd St., Suite 330
Brookings, SD 57006

Bond Counsel
Meierhenry Sargent LLP
315 S. Phillips Avenue
Sioux Falls, SD 57104

Trustee
First Bank & Trust
520 6th Street
Brookings, SD 57006

Underwriter
Colliers Securities LLC
110 South Phillips Avenue, Suite 203
Sioux Falls, SD 57104

*Preliminary, subject to change

This Official Statement does not constitute an offer to sell the Series 2020 Certificates in any state or other jurisdiction to any person whom it is unlawful to make such offer in such state or jurisdiction. No dealer, salesman, or any person has been authorized to give any information or to make any representation other than those contained herein in connection with the offering of the Series 2020 Certificates, and if given or made, such information or representation must not be relied upon.

The information set forth herein has been obtained from the County, DTC, and other sources which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the County or anyone acting on its behalf. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale of the Series 2020 Certificates shall, except as specifically stated herein, create any implication that there has been no change in the affairs of the County since the date of this Official Statement.

Any CUSIP numbers for the Series 2020 Certificates included in this Official Statement are provided for the convenience of the owners and prospective investors. The County is not responsible for the selection of the CUSIP numbers and makes no representation as to the accuracy thereof as printed on the Series 2020 Certificates or as set forth in this Official Statement.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT: THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION OF THE CONTRARY IS A CRIMINAL OFFENSE.

THE SERIES 2020 CERTIFICATES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION BY REASON OF THE PROVISIONS OF SECTION 3(A)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2020 CERTIFICATES UNDER THE SECURITIES OR BLUE SKY LAWS OF THE JURISDICTIONS IN WHICH THEY HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER JURISDICTIONS SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE JURISDICTIONS NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SERIES 2020 CERTIFICATES OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATIONS TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THIS OFFICIAL STATEMENT CONTAINS STATEMENTS WHICH SHOULD BE CONSIDERED "FORWARD-LOOKING STATEMENTS," MEANING THEY REFER TO POSSIBLE FUTURE EVENTS OR CONDITIONS. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE WORDS SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET' OR SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE COUNTY DOES NOT EXPECT OR INTEND TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED, OCCUR.

The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, the Underwriter's responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

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OFFICIAL STATEMENT

$7,260,000*
CERTIFICATES OF PARTICIPATION, SERIES 2020
(LIMITED TAX GENERAL OBLIGATION)

EVIDENCING PROPORTIONATE INTERESTS OF THE OWNERS
OF THE CERTIFICATES OF PARTICIPATION IN LEASE-PURCHASE AGREEMENT
BETWEEN
FIRST BANK & TRUST
AND
BROOKINGS COUNTY, SOUTH DAKOTA

INTRODUCTION

This Official Statement, which includes the cover pages and appendices hereto, contains information regarding the $7,260,000* Certificates of Participation, Series 2020 (the "Series 2020 Certificates"). The Series 2020 Certificates and the Series 2012 Certificates represent the undivided ownership interest of the Owner thereof in and to a Lease-Purchase Agreement dated as of July 18, 2012, as amended by a First Amended and Restated Lease dated as of November 1, 2020 (as so amended, the "Lease"), between First Bank & Trust, Brookings, South Dakota (the "Trustee") and Brookings County, South Dakota (the "County") and the right to receive certain revenue thereunder, including, without limitation, the Lease Payments due thereunder, at the times, in the manner and from the sources specified therein. Terms used with capital letters but undefined herein, shall have the meanings given them in the Lease or in the Trust Agreement. The proceeds of the Series 2020 Certificates will be used to finance the acquisition, remodeling, expansion, construction or equipping of the county Jail Renovation and Improvement Project (the "Facilities"). See "PLAN OF FINANCING".

The Trustee has issued the Series 2020 Certificates pursuant to the Trust Agreement dated as of July 18, 2012, as amended by a First Supplemental Trust Agreement dated as of November 1, 2020 (as so amended, the "Trust Agreement") by the Trustee and joined in by the County. The Trustee's interest in the Lease and in the Facilities, including the right to receive Lease Payments, has been assigned to the trust created by the Trust Agreement for the benefit of the Owners of the Series 2020 Certificates. Pursuant to the Lease, the County will remit its Lease Payments directly to the Trustee. The Lease Term and Payments are payable by the County as described in "LEASE – Lease Term and Payments."

Pursuant to the Ground Lease Agreement, dated as of July 18, 2012 and First Supplemental Ground Lease Agreement, dated as of November 1, 2020 (the "Ground Lease"), the Trustee leased the Land from the County for a term ending on December 1, 2037 with automatic 10 year extensions in the event that the Series 2020 Certificates have not been paid. See "THE GROUND LEASE" herein

Pursuant to the First Amendment to the Lease-Purchase Agreement, dated as of November 1, 2020 (the "First Amendment to Lease"), by and between the Trustee as lessor and the County as lessee, the Trustee will (i) Certificates of Participation, Series 2020 (the "Series 2020 Certificates") in the lease payments to be made by the County under the Lease and (ii) receive, hold and invest the proceeds of the sale of the Series 2020 Certificates and deposit in the Construction Account such proceeds to construct and equip the Jail Renovation and Improvement Project. Pursuant to the Lease-Purchase Agreement, dated as of July 18, 2012 (the "Original Lease"), the Trustee issued the Series 2012 Certificates to finance the renovation of the county courthouse, by and between the Trustee as lessor and the County as lessee. The Original Lease as amended and supplemented by the First Amendment to Lease is collectively referred to herein as the "Lease." See "LEASE" herein.

Summaries and descriptions of the County, the Series 2020 Certificates, the Lease, the Trust Agreement, the Ground Lease and certain other documents are included in this Official Statement. The summaries of and references to all documents, statutes and other instruments referred to herein do not purport to be complete, comprehensive or definitive, and each such summary and reference is qualified in its entirety by reference to each such document, statute or instrument. Descriptions of the Trust Agreement, the Lease and the Series 2020 Certificates are also qualified by reference to bankruptcy laws affecting the remedies for the enforcement of the

*Preliminary, subject to change

rights and security provided therein and the effect of the exercise of the police power by any entity with jurisdiction. Copies of the Trust Agreement and the Lease may be obtained in reasonable quantities during the initial offering period by contacting the County or the Underwriter at their respective addresses set forth at the front of this Official Statement.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the County and the purchasers or owners of any of the Series 2020 Certificates. The statements of the County herein are not to be construed as statements by any official, officer or employee of the County.

PLAN OF FINANCING

Proceeds of the Series 2020 Certificates will be used to complete the acquisition, remodeling, expansion, construction or equipping of the county Jail Renovation and Improvement Project (collectively, the "Jail Renovation and Improvement Project").

SOURCES AND USES OF FUNDS

The estimated sources for and application of funds are as follows:

Sources	
Proceeds of the Series 2020 Certificates	$ 7,260,000
Reoffering Premium	
Accrued Interest	
Total Sources	$
Uses	
Project Costs	$
Costs of Issuance (including the Underwriter's Discount)	
Debt Service Account	
Total Uses	$

THE CERTIFICATES OF PARTICIPATION

General

The Series 2020 Certificates will be authenticated and issued by the Trustee pursuant to the Trust Agreement. The Series 2020 Certificates will be initially dated as of November __, 2020 and will mature as shown on the inside cover page hereof. Interest on the Series 2020 Certificates is payable on each June 1 and December 1, commencing June 1, 2021. The Series 2020 Certificates are issuable in denominations of $5,000. Each Certificate evidences the Owner's right to receive distributions of a portion of the Lease Payments payable by the County pursuant to the Lease.

Principal with respect to the Series 2020 Certificates shall be payable at the corporate trust office of the Trustee in Sioux Falls, South Dakota. Interest with respect to the Series 2020 Certificates shall be payable by check or draft of the Trustee mailed on the Interest Payment Date to the owner of record as of the 15th day (whether or not a Business Day) of the month immediately preceding the Interest Payment Date, at the address shown on the Register required to be maintained by the Trustee.

Series 2020 Certificates may be transferred or exchanged upon surrender at the principal corporate trust office of the Trustee, in the manner provided in the Trust Agreement.

Redemption

Optional Redemption. The Series 2020 Certificates maturing on and after December 1, 20__, are subject to redemption on and after December 1, 20__, in whole on any date or in part on any date, at a price equal to the principal amount thereof to be redeemed, plus interest accrued to the date of redemption.

[Mandatory Sinking Fund Redemption. The Series 2020 Certificates maturing on December 1, _____ (the "Term Certificates"), are subject to mandatory redemption, and will be redeemed pursuant to a mandatory sinking fund redemption schedule at a redemption price equal to the principal amount plus accrued interest to the date of redemption, on December 1 of each of the years and amounts set forth below:

Term Certificate Maturing in December 1, 20__		Term Certificate Maturing in December 1, 20__	
Year	Sinking Fund Amount	Year	Sinking Fund Amount
	$		$
(maturity)		(maturity)	

or if less than such amount of Series 2020 Certificates is outstanding on any such sinking fund payment date, an amount equal to the aggregate principal amount of all Series 2020 Certificates then outstanding.]

Proceeds to the payment of the Purchase Price when the Facilities are destroyed by fire or other casualty, or title to or the temporary use of the Facilities is taken under the exercise of the power of eminent domain.

Notice of Redemption. The Trustee shall give the Owners of the Series 2020 Certificates to be redeemed notice of the redemption of their Series 2020 Certificates. Such notice shall specify: (a) the Series 2020 Certificates to be redeemed; (b) the date of redemption; and (c) the place or places where the redemption will be made. Such notice shall further state that on the specified redemption date interest on the Series 2020 Certificates to be redeemed shall cease to accrue and be payable.

Notice of such redemption shall be given not less than 30 days prior to the redemption date by mailing first class, postage prepaid, copies thereof to the Owners whose Series 2020 Certificates are to be redeemed. Failure to mail such notice or any defect therein shall not affect the validity of the proceedings for the redemption of any Certificate not affected by such failure or defect.

Additional Certificates

(a) Additional Certificates may be issued under and be equally and ratably secured by the Trust Agreement relating to a particular series of Certificates on a parity with the Series 2020 Certificates issued under such related Trust Agreement and any other Additional Certificates Outstanding, at any time and from time to time, for any of the following purposes.

(1) To provide funds to pay all or any part of the costs of completing the Project to which the Trust Agreement relates.

(2) To provide funds to pay all or any part of the costs of repairing, replacing or restoring the Project to which the Trust Agreement relates in the event of damage, destruction or condemnation thereto or thereof, but only to the extent that such costs exceed the Net Proceeds of the insurance or condemnation awards out of which such costs are to be paid pursuant to the applicable Lease.

(3) To provide funds to pay all or any part of the costs of acquisition, construction, furnishing and equipping of additions to the Facilities to which the Trust Agreement relates.

(4) To provide funds for refunding all or any portion of the Series 2020 Certificates of any series issued under a Trust Agreement then Outstanding, including the payment of any premium thereon and interest to accrue to the designated redemption date and any expenses in connection with such refunding.

(b) Before any Additional Certificates shall be issued under a related Trust Agreement, the County shall

adopt a resolution (i) authorizing or approving the issuance of such Additional Certificates; (ii) authorizing or approving the execution of a Supplemental Trust Agreement for the purpose of issuing such Additional Certificates and fixing the amount an terms thereof and describing the Certificates to be refunded; and if required, (iii) authorizing the execution of an amendment to the applicable Lease to provide for Lease Payments at least sufficient to pay amounts representing principal, premium, if any, and interest with respect to the Certificates then to be Outstanding (including the Additional Certificates to be issued) as the same become due.

(c) Except as to any difference in date, maturity, interest rate or redemption provisions, such Additional Certificates shall be on a parity with and shall be entitled to the same benefit and security of the related Trust Agreement as the Certificates and any other Additional Certificates Outstanding after the issuance of such Additional Certificates.

(d) Such Additional Certificates shall be executed substantially in the form and manner set forth in the related Trust Agreement, upon filing with the Trustee of the following:

(1) An original or certified copy of the resolution adopted by the County Board authorizing or approving the issuance of such Additional Certificates and the execution of such Supplemental Trust Agreement.

(2) An original executed counterpart of the Supplemental Trust Agreement providing for the issuance of such Additional Certificates.

(3) An original executed counterpart of the amendment to the related Lease, if required, which amendment shall clearly establish that the County has agreed that the Additional Certificates shall constitute Certificates for the purpose of computing the required Lease Payments.

(4) A request and authorization to the Trustee, on behalf of the County, executed by an Authorized County Representative, to execute the Additional Certificates and to deliver them to the Original Purchaser therein identified upon payment of the purchase price thereof to the Trustee.

(5) An opinion of counsel nationally recognized in the area of municipal finance to the effect that the issuance of such Additional Certificates will not result in amounts representing interest payable with respect to any Certificates then Outstanding (including such Additional Certificates) becoming includable in gross income for federal income tax purposes.

(6) In the case of Additional Certificates being issued to refund Outstanding Certificates, such additional document as shall be reasonably required by the Trustee to evidence that provision has been duly made in accordance with the provisions of the particular Trust Agreement for the payment of all of the certificates to be refunded.

(7) Such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of such Additional Certificates.

(e) Except as described above, no obligations payable from the sources pledged for payment or security of the Series 2020 Certificates, shall be issued on a parity the Series 2020 Certificates, but obligations subordinate to the Series 2020 Certificates, may be issued upon the express written direction of the County.

[Original Issue Premium

The Series 2020 Certificates maturing in the years _____ through _____, inclusive, are being issued at a premium to the principal amount payable at maturity. Except in the case of dealers, which are subject to special rules, Bond holders who acquire Series 2020 Certificates at a premium must, from time to time, reduce their federal and state tax bases for the Series 2020 Certificates for purposes of determining gain or loss on the sale or payment of such Series 2020 Certificates. Premium generally is amortized for federal and state income and franchise tax purposes on the basis of a Certificate holder's constant yield to maturity or to certain call dates with semiannual compounding. Certificate holders who acquire Series 2020 Certificates at a premium might recognize taxable gain upon sale of the Series 2020 Certificates, even if such Series 2020 Certificates are sold for an amount equal to or

less than their original cost. Amortized premium is not deductible for federal or state income tax purposes. Certificate holders who acquire Series 2020 Certificates at a premium should consult their tax advisors concerning the calculation of certificate premium and the timing and rate of premium amortization, as well as the state and local tax consequences of owning and selling Series 2020 Certificates acquired at a premium.]

[Original Issue Discount

Certain maturities of the Series 2020 Certificates (the "Discount Certificates") are being sold at a discount from the principal amount payable on such Series 2020 Certificates at maturity. The difference between the price at which a substantial amount of the Discount Certificates is first sold to the public (the "Issue Price") and the principal amount payable at maturity constitutes "original issue discount" under the Code. The amount of original issue discount that accrues to a holder of a Discount Certificate under Section 1288 of the Code is excluded from gross income for federal income tax purposes to the same extent that stated interest on such Discount Certificate would be so excluded. The amount of the original issue discount that accrues with respect to a Discount Certificate under Section 1288 is added to the owner's tax basis in determining gain or loss upon disposition of such Discount Certificate (whether by sale, exchange, redemption or payment at maturity).

Interest in the form of original issue discount accrues under Section 1288 pursuant to a constant yield method that reflects semiannual compounding on days that are determined by reference to the maturity date of the Discount Certificate. The amount of original issue discount that accrues for any particular semiannual accrual period generally is equal to the excess of (1) the product of (a) one-half of the yield on such Discount Certificate (adjusted as necessary for an initial short period) and (b) the adjusted issue price of such Discount Certificate, over (2) the amount of stated interest actually payable. For purposes of the preceding sentence, the adjusted issue price is determined by adding to the Issue Price for such Discount Certificate the original issue discount that is treated as having accrued during all prior semiannual accrual periods. If a Discount Certificate is sold or otherwise disposed of between semiannual compounding dates, then the original issue discount that would have accrued for that semiannual accrual period for federal income tax purposes is to be apportioned in equal amounts among the days in such accrual period.

If a Discount Certificate is purchased for a cost that exceeds the sum of (1) the Issue Price, plus (2) accrued interest and accrued original issue discount, the amount of original issue discount that is deemed to accrue thereafter to the purchaser is reduced by an amount that reflects amortization of such excess over the remaining term of such Discount Certificate.

No opinion is expressed as to state and local income tax treatment of original issue discount. It is possible under certain state and local income tax laws that original issue discount on a Discount Certificate may be taxable in the year of accrual, and may be deemed to accrue differently than under federal law. Holders of Discount Certificates should consult their tax advisors for advice with respect to the state and local tax consequences of owning Discount Certificates.

The foregoing is not intended to be an exhaustive discussion of collateral tax consequences arising from ownership of the Discount Certificates. Prospective purchasers or holders of Discount Certificates should consult their own tax advisors as to the tax consequences of, or tax considerations for, purchasing or holding the Discount Certificates, including without limitation the calculations of alternative minimum tax, environmental tax or foreign branch profits tax liability for corporations.]

Book-Entry Only System

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2020 Certificates. The Series 2020 Certificates will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Series 2020 Certificates, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code,

and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over two million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 85 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organization. DTC is a wholly-owned subsidiary of The Depository Trust and Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MBS Clearing Corporation and Emerging Markets Clearing Corporation (NSCC, GSCC, MBSCC and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange, LLC. and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2020 Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2020 Certificates on DTC's records. The ownership interest of each actual purchaser of each Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2020 Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in Series 2020 Certificates, except in the event that use of the book-entry system for the Series 2020 Certificates is discontinued.

To facilitate subsequent transfers, all Series 2020 Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other DTC name as may be requested by an authorized representative of DTC. The deposit of Series 2020 Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2020 Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2020 Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2020 Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2020 Certificates, such as redemptions, tenders, defaults and proposed amendments to the Certificate documents. For example, Beneficial Owners of Series 2020 Certificates may wish to ascertain that the nominee holding the Series 2020 Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect Series 2020 Certificates unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2020 Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, redemption price and interest payments on the Series 2020 Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds or corresponding detail information from the County or the Registrar, on each payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC (nor its nominee), the Trustee, or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption price (if applicable) and interest to Cede & Co., (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the County or the Trustee, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to Beneficial Owners is the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2020 Certificates at any time by giving reasonable notice to the County or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry transfers through DTC (or a successor depository). In that event, the certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the County believes to be reliable, but the County takes no responsibility for the accuracy thereof.

RISK FACTORS AND INVESTMENT CONSIDERATIONS

A PROSPECTIVE PURCHASER OF THE SERIES 2020 CERTIFICATES DESCRIBED HEREIN SHOULD BE AWARE THAT THERE ARE CERTAIN RISKS ASSOCIATED WITH THE SERIES 2020 CERTIFICATES WHICH MUST BE RECOGNIZED. THE FOLLOWING STATEMENTS REGARDING CERTAIN RISKS ASSOCIATED WITH THE OFFERING SHOULD NOT BE CONSIDERED AS A COMPLETE DESCRIPTION OF ALL RISKS TO BE CONSIDERED IN THE DECISION TO PURCHASE THE SERIES 2020 CERTIFICATES. PROSPECTIVE PURCHASERS OF THE SERIES 2020 CERTIFICATES SHOULD ANALYZE CAREFULLY THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT AND ADDITIONAL INFORMATION IN THE FORM OF THE COMPLETE DOCUMENTS SUMMARIZED HEREIN, COPIES OF WHICH ARE AVAILABLE AND MAY BE OBTAINED FROM THE COUNTY OR THE UNDERWRITER. PROSPECTIVE INVESTORS ARE ENCOURAGED TO REVIEW CURRENT EMMA FILINGS FOR THE COUNTY AT HTTP://WWW.EMMA.MSRB.ORG/.

Debt Service Source

The Series 2020 Certificates shall be limited general obligations of the County payable as to both principal and interest from a pledge of ad valorem taxes received by the County from a property tax levy sufficient to pay the debt services of the Series 2020 Certificates. While the future ability of the County to meet its obligations under the Bond Resolution is based upon assumptions and business judgments which the County believes are reasonable and appropriate, they are subject to conditions which may change in the future to an extent that presently cannot be determined. Thus, no assurance can be given that tax payers will pay their taxes when due, nor that the taxable value of real property will be sufficient to produce tax revenues in amounts sufficient to pay the principal of and interest on the Series 2020 Certificates as they become due.

Legal Matters

Various state and federal laws, regulations and constitutional provisions apply to the obligations created by the Series 2020 Certificates. There is no assurance that there will not be any change in, interpretation of, or addition to such applicable laws, provisions and regulations which would have a material effect, either directly or indirectly, on the County or the taxing authority of the County.

Limitations on Remedies Available to Owners of Series 2020 Certificates

The enforceability of the rights and remedies of the owners of Series 2020 Certificates, and the obligations incurred by the County in issuing the Series 2020 Certificates, could be subject to the following: the federal Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; usual equity principles which may limit the specific enforcement under state law of certain remedies; the exercise by the United States of America of the powers delegated to it by the United States Constitution; and the reasonable and necessary exercise, in certain unusual situations, of the police power inherent in the State of South Dakota and its governmental subdivisions in the interest of serving a legitimate and significant public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, could subject the owners of the Series 2020 Certificates to judicial discretion and interpretation of their rights in bankruptcy and otherwise, and consequently may involve risks of delay, limitation or modification of their rights.

Taxation of Interest on the Series 2020 Certificates

An opinion of Bond Counsel will be obtained to the effect that interest earned on the Series 2020 Certificates is excludable from gross income for federal income tax purposes under current provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable rulings and regulations under the Code; however, an application for a ruling has not been made and an opinion of counsel is not binding upon the Internal Revenue Service. There can be no assurance that the present provisions of the Code, or the rules and regulations thereunder, will not be adversely amended or modified, thereby rendering the interest earned on the Series 2020 Certificates includable in gross income for federal income tax purposes.

The County has covenanted in the authorizing Resolution and in other documents and certificates to be delivered in connection with the issuance of the Series 2020 Certificates to comply with the provisions of the Code, including those which require the County to take or omit to take certain actions after the issuance of the Series 2020 Certificates. Because the existence and continuation of the excludability of the interest on the Series 2020 Certificates depends upon events occurring after the date of issuance of the Series 2020 Certificates, the opinion of Bond Counsel described under "TAX MATTERS" assumes the compliance by the County with the provisions of the Code described above and the regulations relating thereto. No opinion is expressed by Bond Counsel with respect to the excludability of the interest on the Series 2020 Certificates in the event of noncompliance with such provisions. The failure of the County to comply with the provisions described above may cause the interest on the Series 2020 Certificates to become includable in gross income as of the date of issuance.

Proposed Legislation

Bond Counsel's opinion is given as of its date and Bond Counsel assumes no obligation to update, revise, or supplement such opinion to reflect any changes in facts or circumstances or any changes in law that may hereafter occur. Proposals are regularly introduced in both the United States House of Representatives and the United States Senate that, if enacted, could alter or affect the tax-exempt status of municipal certificates. The likelihood of adoption of such legislative proposal relating to tax-exempt certificates cannot be reliably predicted. If enacted into law, current or future proposals may have a prospective or retroactive effect and could affect the value or marketability of tax-exempt certificates (including the Series 2020 Certificates). Prospective purchasers of the Series 2020 Certificates should consult their own tax advisors regarding the impact of any such change in law.

[Premium on Series 2020 Certificates

The initial offering prices of certain maturities of the Series 2020 Certificates that are subject to optional redemption are in excess of the respective principal amounts thereof. Any person who purchases a Certificate in excess of its principal amount, whether during the initial offering or in a secondary market transaction, should consider that the Series 2020 Certificates are subject to redemption at par under the various circumstances described under "Redemption – Optional Redemption." Also see, "THE CERTIFICATES OF PARTICIPATION - Original Issue Premium" herein]

No Additional Interest or Mandatory Redemption upon Event of Taxability

The Resolution does not provide for the payment of additional interest or penalty on the Series 2020 Certificates or the mandatory redemption thereof if the interest thereon becomes includable in gross income for federal income tax purposes. Likewise, the Resolution does not provide for the payment of any additional interest or penalty on the Series 2020 Certificates if the interest thereon becomes subject to income taxation by the State.

Suitability of Investment

The tax exempt feature of the Series 2020 Certificates is more valuable to high tax bracket investors than to investors who are in low tax brackets, and so the value of the interest compensation to any particular investor will vary with individual tax rates. Each prospective investor should carefully examine this Official Statement, including the Appendices hereto, and its own financial condition to make a judgment as to its ability to bear the economic risk of such an investment, and whether or not the Series 2020 Certificates are an appropriate investment.

Market for the Series 2020 Certificates

Bond Rating. The Series 2020 Certificates have been assigned the financial rating set forth in the section hereof entitled "RATING." There is no assurance that a particular rating will remain in effect for any given period of time or that it will not be revised, either downward or upward, or withdrawn entirely, if in the judgment of the agency originally establishing such rating, circumstances so warrant. Any downward revision or withdrawal of any rating may have an adverse affect on the market price of the Series 2020 Certificates.

Secondary Market. There is no assurance that a secondary market will develop for the purchase and sale of the Series 2020 Certificates. Prices of bonds traded in the secondary market, though, are subject to adjustment upward and downward in response to changes in the credit markets. From time to time it may be necessary to suspend indefinitely secondary market trading in the Series 2020 Certificates as a result of financial condition or market position of broker dealers, prevailing market conditions, lack of adequate current financial information about the County, or a material adverse change in the financial condition of the County, whether or not the Series 2020 Certificates are in default as to principal and interest payments, and other factors which may give rise to uncertainty concerning prudent secondary market practices.

SOURCE AND SECURITY FOR PAYMENTS

Lease Payments

The payment of principal and interest on the Series 2020 Certificates is payable from Lease Payments payable by the County under the Lease. The Lease Payments are due from the County on the 25th day of each May and November, and the Lease Payments commence on the 25th day of May 2021. The schedule of Lease Payments corresponds to the debt service on the Series 2020 Certificates.

Neither the Lease or the Ground Lease is subject to termination by the County except upon payment or prepayment of the Lease Payments, and the County's obligation to make Lease Payments is absolute and unconditional. The County has covenanted to include in its annual budget for each fiscal year during the term of the Lease moneys sufficient to pay and for the purpose of paying the Lease Payments, and to levy a tax pursuant to SDCL Section 7-25-1 and Article XIII Section 5 in an amount sufficient and for the purpose of paying such Lease Payments when due, taking into consideration the percentage of collection, and to take all other actions necessary to provide moneys for the payment of the Lease Payments under the Lease as amended or supplemented, from sources of the County lawfully available for such purposes. The County shall file with the County Auditor a schedule of the principal and interest components of the Lease. The current limitations on the County's Ability to levy taxes to pay the Lease Payments and other amounts payable under each Lease are discussed below.

Levy

The tax levy for general purposes by a county in the State cannot exceed twelve dollars ($12.00) per thousand of taxable valuation. In addition to the tax levy for general purposes, the County may levy up to $0.90 per thousand dollars of taxable valuation for County buildings. The County levy subject to the general purpose collectable in 2020 is $3.939 per thousand dollars of taxable valuation and for county building is $0.100. According

to the South Dakota Department of Revenue, the Lease debt service will be paid by a bond redemption levy. The County estimates that the levy for maximum Lease debt service payments including any Parity Certificates in any year during the term of the Lease would not exceed a levy of $0.213 per thousand dollars of taxable valuation based on 2019 tax year valuations used for taxes being collected in 2020.

Levy Limitations

The tax levy for general purposes by a county in the State cannot exceed twelve dollars ($12.00) per thousand dollars of taxable valuation. In addition to the tax levy for general purposes, a South Dakota county may levy up to $0.90 per thousand dollars of taxable valuation for county buildings. South Dakota Codified Laws, Section 10-13-35 provides that the total amount of revenue derived from property taxes for county purposes may increase over the prior year's revenues by the smaller of three percent or the CPI inflation index and increases in revenues from additions, improvements or changes in the use of real property are permitted, as well as increased revenues resulting from annexations, reorganizations and certain other limited circumstances. Section 10-13-35 also provides that a county may increase its revenues above the revenue limitation to pay principal, interest, and redemption charges on any bonds, which were subject to a referendum and the Series 2020 Certificates qualify for this increase of revenues by the County.

LEASE

The following is a summary of certain provisions of the Lease. This summary does not purport to be complete, and reference is made to the full text of the Lease for a complete recital of its terms.

Lease Term and Payments

The Lease extends until December 1, 2037. Lease Payments will continue semiannually until the last Lease Payment is made under the Lease on December 1, 2037.

The Lease shall terminate upon the earliest of the following events:

(a) the County elects to exercise its option to deposit with the Trustee cash or securities sufficient to pay or prepay all unpaid Lease Payments when they are due.

(b) The County elects to exercise its option to prepay all of the Lease Payments under the Lease.

Acquisition and Construction of Facilities

The Lease provides that the County, as agent for the Trustee, shall provide for the acquisition and construction of the Facilities to be financed by the Series 2020 Certificates.

Consummation of Purchase

The Trustee's interest in the Land and Facilities will be transferred, conveyed and assigned to the County and the Lease will terminate: (a) upon payment in full of all Lease Payments due thereunder and all other sums required to be paid thereunder; or (b) prior to the end of the term, upon deposit by the County with a bank or trust company of cash and securities issued or guaranteed by the United States sufficient to pay all remaining Lease Payments, when due and payable.

Covenants of the County

The County represents, covenants and warrants that: (a) the County is authorized under the Constitution and laws of the State of South Dakota to enter into the Lease and the transactions contemplated therein, and to perform all of its obligations thereunder; (b) the officers of the County executing the Lease have been duly authorized to execute and deliver the Lease and (c) the Facilities will be used during the term of the Lease primarily to carry out the governmental or proprietary purposes of the County and its departments, agencies, institutions, instrumentalities and political subdivisions.

Title to the Land and Facilities; Security

A leasehold interest in the Land and title to the Facilities will be held by the Trustee during the term of the Lease, unless the County pays or prepays all Lease Payments due under the Lease or discharges its obligation to make the Lease Payments pursuant to the Lease, at which time the Trustee will terminate its interest in the Ground Lease and convey title to the Facilities to the County.

Maintenance and Repair

The County agrees that at all times during the term of the Lease, the County will, at the County's sole cost and expense, maintain, preserve and keep the Land and Facilities, or part and parcel thereof, in good repair, working order and condition and that the County will from time to time make or cause to be made all necessary and proper repairs, replacements and improvements necessary to keep the Land and the Facilities in such condition.

Restrictions on Assignment and Conveyance

The Lease, the Land and Facilities may not be sold, leased, pledged, assigned or otherwise encumbered by the County for any reason.

Taxes

The County shall pay all property and excise taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Land and Facilities or any part thereof or the Lease Payments, and which become due during the term of the Lease with respect thereto; and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Land and Facilities; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the County shall be obligated to pay only such installments as are required to be paid during the term of the Lease as and when the same become due. The County shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate or other similar tax payable by the Trustee, its successors or assigns, unless such tax is made in lieu of or as a substitute for any real estate or other tax upon property.

Insurance

The County shall cause adequate casualty, public liability and such property damage insurance in specified amounts (with respect to the property insurance, if commercially available and customarily carried by other municipal facilities of the same character as the Facilities) in an amount not less than the full insurable value of the Facilities to be carried and maintained with respect to the Land and Facilities and to protect the Trustee from liability in all events.

Indemnification Covenants

As between the Trustee and the County, the County assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Facilities and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of the County, the Trustee or of third parties, and whether such property damage be to the County or the Trustee's property or the property of others, which is proximately caused by the negligent conduct of the County, its officers, employees, agents and lessees, or arising out of the operation, maintenance or use of the Land and Facilities by the County, its officers, employees, agents and lessees. The County assumes responsibility for and agrees to reimburse the Trustee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against the Trustee or its officers or employees that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part on the foregoing, to the maximum extent permitted by law.

Events of Default and Remedies

The occurrence of one or more of the following events shall constitute an Event of Default under the Lease: (a) failure by the County to pay any Lease Payment or other payment required to be paid under the Lease at the time specified therein; (b) failure by the County to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than the failure to timely pay any Lease Payment or other required payment, for a period of 45 days after written notice to the County by the Trustee, specifying such failure and requesting that it be remedied, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Trustee has agreed not to withhold unreasonably its consent to an extension of such time if corrective action is instituted by the County within any applicable period and diligently pursued until the default is corrected; or (c) the occurrence of an Act of Bankruptcy.

Upon the occurrence of any Event of Default specified in the Lease, any or all of the following remedies are provided: (a) without terminating the Lease, and subject to the rights of any entity subleasing all or any portion of the Land and Facilities which is not in default under a sublease complying with the Lease, re-enter and take possession of the Land and Facilities and exclude the County and any sublessee in default from using it until the default is cured; or (b) take whatever action at law or in equity may appear necessary or desirable to (i) collect the Lease Payments then due or as they become due, or (ii) enforce performance and observance of any obligation, agreement or covenant of the County under the Lease or the Resolution.

Damage, Destruction and Condemnation; Use of Insurance Proceeds

If, while the Lease is in effect, (a) the Facilities, or any portion thereof, are destroyed (in whole or in part) or damaged by fire or other casualty or, (b) title to, or the temporary use of, the Land and Facilities (or any part thereof) or the estate of the County or the Trustee in the Land and Facilities, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body, or any person, firm or corporation acting under governmental authority, the County will cause the net proceeds of any insurance claim or condemnation award to be applied to the prompt repair, restoration, modification or improvement of the Land and Facilities or prepay Lease Payments.

If the net proceeds of insurance or a condemnation award are insufficient to pay in full the cost of any repair, restoration, modification or improvement to the Land and Facilities, the County either (a) shall complete the work and pay any costs in excess of the amount of the net proceeds of insurance or a condemnation award, or (b) may apply the net proceeds to prepayment of Lease Payments.

TRUST AGREEMENT

The following is a summary of certain provisions of the Trust Agreement. This summary does not purport to be complete, and reference is made to the full text of the Trust Agreement for a complete recital of its terms.

General

The Trust Agreement is executed by the Trustee and joined in by the County. The purpose of the Trust Agreement is to provide for the authentication, issuance, payment and redemption of the Series 2020 Certificates and to provide for the creation of the Trust Fund for the purposes hereinafter described.

The Series 2020 Certificates

The Trustee is authorized to issue, authenticate and deliver the Series 2020 Certificates. The Series 2020 Certificates will be issued in the form provided in the Trust Agreement and shall evidence the ownership interest of the Owners of the Series 2020 Certificates in and to the Lease and the Lease Payments to be paid by the County to the Trustee pursuant to the Lease and the Trust Agreement, and all revenues derived from the Lease, any money made available for distribution to the Owners of the Series 2020 Certificates from the subsequent sale, leasing or other disposition of the Land and Facilities as a result of an event of default, and any other moneys required to be paid to the Trustee for the Owners of Series 2020 Certificates.

Funds

The Trust Agreement creates a fund known as the Trust Fund. All moneys and investments held by the Trustee under the Trust Agreement are held for the benefit of the present and future Owners of the Series 2020 Certificates and shall be expended only as provided in the Trust Agreement. Within the Trust Fund, there are created a Lease Payment Account, a Redemption Account, Reserve Account and a Construction Account.

Lease Payment Account

Into the Lease Payment Account shall be deposited any transfer from the Construction Account, all interest or income received by the Trustee with respect to the Lease or the Land and Facilities including the semiannual Lease Payments to be made by the County. On each Certificate Payment Date the Trustee shall withdraw from the Lease Payment Account an amount equal to the principal and interest due on the Series 2020 Certificates on such Certificate Payment Date.

Redemption Account

The Trustee shall deposit into the Redemption Account all moneys paid to it by the County pursuant to any of the County's prepayment options, Net Proceeds of any insurance or condemnation award not applied to the repair of the Facilities and, in the event of termination of the Lease as a result of an event of default under the Lease or upon Non-appropriation, all net proceeds received from the sale or other disposition of the Land and Facilities. Also, in the event of termination of the Lease as a result of an event of default or Non-appropriation, the Trustee shall transfer to the Redemption Account all moneys on hand in the Lease Payment Account not required to pay principal and interest due or past due on the Series 2020 Certificates.

Moneys deposited in the Redemption Account shall be used to pay maturing principal and interest on the Series 2020 Certificates in inverse order of maturity date. All moneys on hand in the Redemption Account which will not be used for the payment of Series 2020 Certificates within 30 days after the date of deposit of such funds, shall be invested at a yield not exceeding the yield on the Lease, computed in accordance with Section 148 of the Code and regulations promulgated thereunder. However, such funds may be invested at a higher yield if the County obtains and delivers to the Trustee an opinion of an attorney or firm of attorneys nationally recognized as bond counsel stating that the investment of such moneys may be made without restriction as to yield or subject to another yield limitation.

Construction Account

All of the net proceeds of the Series 2020 Certificates other than the amounts deposited in the Reserve Account and the Lease Payment Account shall be deposited in the Construction Account. The Trustee shall make disbursements from the Construction Account from time to time, upon receipt of a disbursement request by the County, in payment or reimbursement of the costs of constructing the Facilities and to pay costs of issuance of the Series 2020 Certificates.

Upon completion of all phases of construction, any balance in the Construction Account shall be transferred to the Lease Payment Account.

Rights of Trustee

In carrying out its duties and exercising its powers under the Lease, the Trustee shall exercise that degree of care under the circumstances then prevailing which persons of prudence, discretion and intelligence exercise in the management of their own business affairs.

The Trustee shall have no obligation or responsibility for providing information to the Owners concerning the investment character of the Series 2020 Certificates, for the sufficiency or collection of any Lease Payments or other moneys required to be paid to it under the Lease, or for the actions or representations of any other party to the Trust Agreement or the Lease. The Trustee shall have no obligation or liability to any of the other parties or the Owners of the Series 2020 Certificates with respect to the Trust Agreement itself or the failure or refusal of any other party to perform any covenant or agreement made by any of them under this Trust Agreement or the

Agreement, but shall be responsible solely for the performance of the duties expressly imposed upon it hereunder, subject to the limitations described below. The recitals of facts, covenants and agreements contained herein and in the Series 2020 Certificates shall be taken as statements, covenants and agreements of the Lessee, and the Trustee assumes no responsibility for the correctness of the same, and makes no representations as to the validity or sufficiency of the Trust Agreement or of the Series 2020 Certificates, and shall incur no responsibility with respect thereto, other than in connection with the duties or obligations in the Trust Agreement or in the Series 2020 Certificates assigned to or imposed upon it. The Trustee shall not be liable in connection with the performance of its duties under the Agreement, except for its own gross negligence, bad faith or willful misconduct. The Trustee shall not be responsible for the sufficiency of the Agreement or of the assignment made by it of rights to receive moneys pursuant to the Agreement, or the value of or title to the Facilities. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it under the terms of and in accordance with the Trust Agreement, except where such loss arises out of the Trustee's willful misconduct or gross negligence.

The Trustee shall be protected and shall incur no obligation or liability with respect to the payment of Lease Payments by the County or the performance by the County of any of its obligations under the Lease. The Trustee shall not be bound to recognize any person as an Owner of any Certificate or to take any action at his request unless such Certificate shall be deposited with the Trustee or satisfactory evidence of the ownership of such Certificate shall be furnished to the Trustee.

The Trust Agreement does not require that the Trustee expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties under the Trust Agreement, or in the exercise of any of its right or powers thereunder. The Trustee shall not be individually liable for any payments to be made under any Certificates, the Trust Agreement or the Lease. The Trustee shall be under no obligation to institute or to take any immediate action, or to enter any appearance or in any way defend any suit in which it may be made defendant, take any steps in the enforcement of any rights and powers under the Trust Agreement until it shall be indemnified to its satisfaction for any and all costs, expenses, outlays and counsel fees and any other reasonable disbursements and against all liabilities. The Trustee shall be compensated by the County and such compensation shall not be paid from the Lease Payments or any other revenues received pursuant to the Lease or funds held by the Trustee except with respect to amounts expended in connection with the exercise of remedies upon the occurrence of any event of default.

The Trustee may resign, and thereby become discharged from its obligations under the Trust Agreement, by notice in writing given to the Owners of the Series 2020 Certificates. The Trustee may be removed at any time by instrument in writing executed by the Owners of not less than a majority of the aggregate principal amount of the Series 2020 Certificates or by agreement between the County and the Trustee. If at any time the position of Trustee shall become vacant, a majority of the Registered Owners shall appoint a Trustee to fill such vacancy.

Events of Default

Upon the occurrence of an event of default by the County under the Lease, and in each and every such case during the continuance of such event of default, the Trustee, or, pursuant to the Trust Agreement, the owners of not less than a majority in aggregate principal amount of Series 2020 Certificates at the time outstanding shall be entitled, upon notice in writing to the County and the Trustee, to enforce the rights and exercise the remedies provided to the Trustee in the Lease, as appropriate.

THE GROUND LEASE

The following is a summary of certain provisions of the Ground Lease. This summary does not purport to be complete, and reference is made to the full text of the Ground Lease for a complete recital of their terms.

The County, pursuant to the Ground Lease, has leased the Land to the Trustee for terms commencing on November 1, 2020 and ending on December 1, 2037 (with automatic 10 year extensions in the event that the Series 2020 Certificates have not been paid), for the purpose of (i) constructing the Facilities on the Land, (ii) maintaining the Facilities, (iii) access, ingress, and egress to the Facilities, and (iv) other purposes as set forth therein.

RATING

Moody's Investors Service, Inc. has assigned a rating of "___" to the Series 2020 Certificates. Any explanation of the significance of the ratings may be obtained from Moody's Investors Service, 99 Church Street, New York, New York 10007, telephone: (212) 553-0300. There is no assurance that a particular rating will remain in effect for any given period of time or that it will not be lowered, suspended, or withdrawn entirely by the rating agency, if in its judgment, circumstances so warrant. Any such downward change in or suspension or withdrawal of such rating may have an adverse effect on the market price of the Series 2020 Certificates.

CONTINUING DISCLOSURE

Participating underwriters in the primary offering of the Series 2020 Certificates are required to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), the County will covenant and agree, for the benefit of the registered holders or beneficial owners from time to time of the outstanding Series 2020 Certificates, in the Resolution, to provide annual reports of specified information and notice of the occurrence of certain events, if material, as hereinafter described (the "Disclosure Covenants"). The information to be provided on an annual basis, the events as to which notice is to be given, if material, and a summary of other provisions of the Disclosure Covenants, including termination, amendment and remedies, are set forth in Appendix D to this Official Statement. These Certificates are the County's first bond offering; therefore, the County has not previously entered into any continuing disclosure undertakings.

Breach of the Disclosure Covenants will not constitute a default or an "Event of Default" under the Certificates or the Resolution. A broker or dealer is to consider a known breach of the Disclosure Covenants, however, before recommending the purchase or sale of the Series 2020 Certificates in the secondary market. Thus, a failure on the part of the County to observe the Disclosure Covenants may adversely affect the transferability and liquidity of the Series 2020 Certificates and their market price.

All instances, if any, where the County has failed to comply with any written undertakings may be found on the Municipal Securities Rulemaking Board's internet web site http://emma.msrb.org and are included herein by specific reference as if stated in full. **All prospective purchasers should review http://emma.msrb.org for past County compliance.**

TAX MATTERS

In the opinion of Meierhenry Sargent LLP, Bond Counsel, under federal and State of South Dakota laws, regulations, rulings and decisions in effect on the date of the issuance of the Series 2020 Certificates interest on the Series 2020 Certificates is not includable in gross income for federal income tax purposes. Interest on the Series 2020 Certificates is includable in gross income for South Dakota income tax purposes when the owner is a financial institution as defined in South Dakota Codified Laws, Chapter 10-43.

The Internal Revenue Code of 1986, as amended (the "Code") imposes continuing requirements that must be met after the issuance of the Series 2020 Certificates in order for interest thereon to be and remain not includable in gross income for purposes of federal income taxation. Noncompliance with such requirements may cause the interest on the Series 2020 Certificates to be includable in gross income for purposes of federal income taxation, either prospectively or retroactive to the date of issuance of the Series 2020 Certificates. These requirements include, but are not limited to, provisions requiring that certain investment earnings must be rebated on a periodic basis to the Treasury Department of the United States.

Interest on the Series 2020 Certificates is not an item of tax preference which is included in "alternative minimum taxable income" for purposes of the federal alternative minimum tax applicable to all taxpayers, including individuals, under Section 55 of the Code, but such interest is includable in adjusted current earnings for purposes of determining the "alternative minimum taxable income" of corporations. Interest on the Series 2020 Certificates may be included in the income of a foreign corporation for purposes of the branch profits tax imposed by Section 884 of the Code and is includable in net investment income of foreign insurance companies for purposes of Section 842(b) of the Code. Interest on the Series 2020 Certificates may be subject to federal income taxation under Section 1375 of the Code for Subchapter S corporations that have Subchapter C earnings and profits.

The Series 2020 Certificates have been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, and financial institutions described in Section 265(b)(5) of the Code may treat the Series 2020 Certificates for purposes of Sections 265(b)(2) and 291(e)(1)(B) of the Code as if they were acquired on August 7, 1986. Noncompliance with certain continuing requirements of the Code referred to above, however, may cause the Series 2020 Certificates to lose their status as "qualified tax-exempt obligations" retroactive to their date of issuance.

For individuals who are or may become recipients of social security benefits (including railroad retirement benefits), interest on the Series 2020 Certificates is includable in computing "modified adjusted gross income" for purposes of determining the amount of social security benefits, if any, that is required to be included in gross income under Section 86 of the Code.

In the case of an insurance company subject to the tax imposed by Section 831 of the Code, the amount which otherwise would be taken into account as "losses incurred" under Section 832(b)(5) of the Code is reduced by an amount equal to fifteen percent of the interest on the Series 2020 Certificates that is received or accrued during the taxable year.

The foregoing discussion of the collateral federal tax consequences which may arise from the receipt of interest on the Series 2020 Certificates is not intended to be comprehensive. All prospective purchasers of the Series 2020 Certificates should consult their tax advisors as to the tax consequences of, purchasing or holding the Series 2020 Certificates.

UNDERWRITING

The Underwriter will purchase the aggregate principal amount of the Series 2020 Certificates upon their original issuance and delivery at a purchase price of $_____, plus accrued interest to the date of delivery and closing. The Underwriter will purchase all of the Series 2020 Certificates offered hereby if any of the Series 2020 Certificates are purchased. The initial public offering prices set forth on the inside cover page hereof may be changed from time to time by the Underwriter. The Series 2020 Certificates may be offered and sold to dealers, and dealers acquiring Series 2020 Certificates for their own account, or an account managed by them at prices lower than public offering prices.

LITIGATION AND CLAIMS

The County knows of no threatened or pending litigation affecting the validity of the Series 2020 Certificates or the right, power and authority of the County to enter into the Lease Agreement or the ability of the County to meet its financial obligations. The County has never defaulted in the payment of principal or interest on any debt obligation.

ENFORCEABILITY OF OBLIGATIONS

On the closing date for delivery of the Series 2020 Certificates to the Underwriter thereof, Meierhenry Sargent LLP, Sioux Falls, South Dakota, Bond Counsel, will deliver their opinion dated the date of such delivery that the Series 2020 Certificates, the Lease, the Ground Lease and the Trust Agreement are valid and legally binding agreements, enforceable in accordance with their terms, respectively, qualified only to the extent that the enforceability of the Series 2020 Certificates, the Trust Agreement, the Ground Lease and the Lease may be limited by laws affecting remedies and by bankruptcy or insolvency or other laws affecting creditors' rights generally.

Bond Counsel has not examined nor attempted to examine or verify any of the financial or statistical statements, or data contained in this Official Statement, and will express no opinion with respect thereto.

MISCELLANEOUS

Any statements made in this Official Statement, including Appendix A, involving matters of opinion or estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representations are made that any of the estimates will be realized.

The references herein to the Trust Agreement, the Lease, the Ground Lease, and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete, and reference is made to such documents for full and complete statements of such provisions.

The foregoing does not purport to be comprehensive or definitive and all references to any document herein are qualified in their entirety by reference to each such document. All references to the Series 2020 Certificates are qualified in their entirety by reference to the forms thereof and the information with respect thereto included in the aforesaid documents. Copies of these documents are available for inspection during the period of the offering at the offices of the Underwriter in Sioux Falls, South Dakota and thereafter at the principal corporate trust office of the Trustee. The Underwriter makes no representations or warranties as to the accuracy or completeness of the information in any of the Appendices.

APPENDIX A
APPENDIX A –
THE COUNTY
GENERAL INFORMATION

Brookings County is located in the eastern center of South Dakota. The city of Brookings is the county seat. Brookings County was organized in 1871 and is governed by a Board of County Commissioners consisting of five members.

Total land area of the County is approximately 805 square miles. The 2010 population census was 31,999. The current 2019 population estimate is 35,077.

Employees & Pension Plans

Brookings County currently employs approximately 120 part-time and full-time persons. Employees of the County are covered by the South Dakota Retirement System administered by the State of South Dakota. The employees are separated into two categories: Class A (all employees other than judicial and public safety), who are required by State statute to contribute 6% of their gross salary and Class B (sheriff's deputies and adult and juvenile corrections officers), who are required to contribute 8% of their gross salaries. The County is required to match all employee contributions. Such contributions and credited interest are 100 percent vested and may be withdrawn upon termination of employment. The County's total cost of the plan for the year ended December 31, 2018 was $284,992.31. Brookings County is not unionized; therefore they are not represented by any bargaining units and there are no employee contracts.

Governmental Organization and Services

The County is governed by a five member board of Commissioners, all of whom are elected by district to overlapping four year terms of office. The current county board consists of the following individuals:

Name	Title	Expiration of Term
Mike Bartley	Chairperson	December 2020
Larry Jensen	Vice Chairperson	December 2022
Angela Boersma	Commissioner	December 2022
Ryan Krogman	Commissioner	December 2020
Lee Ann Pierce	Commissioner	December 2022

Other officers of the County are as follows:

Name	Title
Dan Nelson	State's Attorney
Vicki Buseth	Finance Officer
Beverly Chapman	Register of Deeds
Jacob Brehmer	Director of Equalization
Martin Stanwick	Sheriff

Valuations

The County Director of Equalization compiles an assessed value of all real property subject to taxation each year. The Assessment date for property is January 1, however, all property is to be assessed at its full and true market value as of the November 1 immediately preceding the assessment year. For example, the 2020 assessment for taxes payable in 2021 is the assessed value as of November 1, 2019. South Dakota Codified Laws, Section 10-13-37, provides that property taxes shall be levied on valuations where the median level of assessment represents eight-five percent of the market value as determined by the State Department of Revenue. The value so determined is referred to in this Official Statement as the "taxable value."

A levy of "dollars per thousand" is applied to the taxable value, in order to satisfy the budgets of each taxing entity.

Discretionary Property Tax Reduction and Tax Increment

State law provides for a tax break for new and/or improved commercial and industrial businesses. A discretionary property tax reduction formula is applied to construction completed by the assessment date of November 1. Each taxing entity has the option of implementing this formula to promote new businesses; the tax break is for five years. The percentage applied to the assessed value is determined by the taxing entity.

In addition to the discretionary property tax reduction formula described above, municipalities and counties may also create tax increment districts. At the time an increment district is certified, there is an assessed value within its boundary. This valuation is the base value and the county can collect taxes only on the amount of the base value. The additional valuation has the same levy applied but the dollars collected are segregated to pay costs of public improvements within the increment district, including the retirement of tax incremental revenue bonds. There are eleven increment districts in the County. The taxable property included in these tax increment districts has a 2019 assessed valuation of approximately $77,585,279.

Historical Taxable Value of Real Property

Year	Taxable Value
2019	$ 3,171,375,493
2018	3,094,245,013
2017	2,981,159,449
2016	2,848,678,854
2015	2,628,362,163
2014	2,407,889,990

Source: Brookings County Finance Office

County Levies

	2019	2018	2017	2016	2015	2014
General Fund Levy	3.939	3.888	3.895	3.971	4.195	4.397
Building Fund Levy	0.100	0.099	0.099	0.101	0.107	0.112

Source: Brookings County Finance Officer

General Fund Taxes Collected

Year	Amount of Levy	Taxes Collected*	Percent Collected
2019	13307113	7571787	56.9%
2018	12838046	12811174	99.8
2017	12407907	12392276	99.9
2016	11599843	11581644	99.8
2015	11307235	11289376	99.8
2014	10856983	10837817	99.8

Source: Brookings County Finance Officer
* Collected as of June 30, 2020.

Indirect Debt Payable from Ad valorem Taxes

Municipalities	Debt Outstanding	Percentage Applicable to County	Debt Applicable to County
Arlington	None	100.00%	$ 0
Aurora	None	100.00	0
Brookings	None	100.00	0
Bruce	None	100.00	0
Bushnell	None	100.00	0
Elkton	None	100.00	0
Sinai	None	100.00	0
Volga	None	100.00	0
White	None	100.00	0
School Districts			
Arlington School District	$ 820,000	40.8%	$ 334,560.00
Brookings School District	39,000,000	98.0	38,220,000.00
Deubrook Area School District	960,000	65.7	630,720.00
Elkton School District	4,492,749	94.2	4,232,169.56
Estelline School District	0	19.6	0.00
Sioux Valley School District	7,088,684	98.9	$ 7,010,708.48

Debt Limit

The total indebtedness of the County may not exceed 5% of the actual assessed value of the property within the County.

2020 Assessed Valuation		$ 3,580,237,222
	x	.05
Maximum		$ 179,011,861
Less: Debt Outstanding		1,232,587
Less: Principal portion of these lease payments		7,260,000
Available Margin		$ 170,519,274

Debt Ratio

	Amount	Per Capita[1]	Percentage of Assessed Value
Direct Debt General Obligation Debt (including the Certificates)	$ 8,492,587	$ 242.11	0.24%
Indirect Debt Payable from Ad Valorem Taxes	50,428,158	1,437.64	1.41
Total Direct and Indirect Debt	$ 58,920,745	$ 1,679.75	1.65%

(1) Based on 2019 estimated population of 35,077.

Ten Largest Taxpayers

Taxpayer	2019 Taxable Valuation	Percent of Total
Daktronics Inc	$ 30,784,800	0.97%
Bel Brands USA Inc	20,256,900	0.64
Moriarty, Paul E Living Trust	19,898,400	0.63
Soybean Processors LLC	18,677,900	0.59
Red Willow Hutter Brethren Inc	17,773,900	0.56
Valero Renewable Fuels Co LLC	17,148,200	0.54
Minnesota Mining & Manufac Co	15,468,500	0.49
Innovation Village LLC	15,171,200	0.48
Southland Apartments LLC	14,219,100	0.45
Rolland Hutterian Brethren Inc	11,880,500	0.37

Source: Brookings County Finance Office

Population

	1980	1990	2000	2010	2019 (est)
Brookings County	24,332	25,207	28,220	31,999	35,077
State of South Dakota	690,768	696,004	754,844	816,166	884,659

Following are population figures for incorporated municipalities in Brookings County:

	1990	2000	2010	2019 (est)*
Arlington	919	994	914	859
Aurora	619	519	538	834
Brookings	16,384	18,803	22,139	24,415
Bruce	248	272	204	205
Bushnell	81	75	65	65
Elkton	602	673	732	726
Sinai	125	128	119	124
Volga	1,322	1,448	1,778	2,028
White	536	536	486	489

Source: US Census Bureau

Labor Statistics

	Average Annual Civilian Labor Force	Unemployment Rate	
Year	Brookings County	Brookings County	South Dakota
2019	19,138	3.3%	3.3%
2018	19,050	2.9	3.1
2017	18,826	3.0	3.2
2016	18,886	2.7	3.0
2015	18,549	2.9	3.1
2014	18,143	3.2	3.4

Source: South Dakota Department of Labor

Major Employers

Employer	Product/Business	Number of Employees
South Dakota State University	Education	3,973
Daktronics	Manufacturing	1,329
3M	Manufacturing	1,156
Walmart	Retail	538
Brookings Health System	Medical/Health	496
Brookings School District	Education	492
Hy-Vee Food Store	Grocery Store	450
Larson Manufacturing	Manufacturing	448
Aramark	Food Service	384
Swiftel Center	Entertainment	355
Twin City Fan	Manufacturing	352

Source: Brookings Economic Development Corporation

Financial Statements

The County is required by South Dakota law to be audited every other year. Attached hereto as APPENDIX B are the County's audited financial statements for the year ended December 31, 2018.

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APPENDIX B

APPENDIX B –
AUDITED FINANCIAL STATEMENTS FOR 2018

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APPENDIX C

APPENDIX C –
FORM OF BOND COUNSEL OPINION

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(form of letterhead)

APPENDIX D

APPENDIX D –
CONTINUING DISCLOSURE CERTIFICATE

First District Association of Local Governments

418 18th Ave NE ■ PO Box 1207 ■ Watertown, SD 57201
Phone: (605) 882-5115 Fax: (605) 882-5049
Serving counties and communities for over 49 years

July 6, 2020

Stacy Steffensen
County Commision Dept. Director
520 3rd St, Ste 210
Brookings SD 57006

Dear Stacy:

At our June 4, 2020, meeting, the First District Governing Body passed the budget for Fiscal Year 2021 (October 1, 2020 - September 30, 2021).

In March 2012, the First District Governing Body adopted a dues schedule for 2013-2022. That flat fee dues structure is based upon the 2010 Census of Population. To continue support for the First District for FY 2021, Brookings County dues will be $46,870.49.

Enclosed you will find two copies of a resolution to continue support. After the Board of County Commissioners approves the resolution, please sign and return a copy to our office.

Should you or the commissioners have any questions, please give me a call. We appreciate your continued support and look forward to working with you in Fiscal Year 2021.

Sincerely,

Todd A. Kays
Executive Director

Enclosure

RESOLUTION TO CONTINUE SUPPORT FOR THE FIRST DISTRICT ASSOCIATION OF LOCAL GOVERNMENTS DURING FISCAL YEAR 2021

(October 1, 2020 – September 30, 2021)

The Brookings County Board of County Commissioners, having adopted and signed a Joint Cooperative Agreement on the 6th day of April, 1972, creating the First Planning and Development District, Model Rural Development Program, do hereby agree to renew their participation in the Joint Cooperative Agreement for Fiscal Year 2021 (October 1, 2020 – September 30, 2021). To support the Joint Cooperative Agreement and the activities of the District staff, the Brookings County Board of County Commissioners will provide $46,870.49 to the First District Association of Local Governments during the aforementioned Fiscal Year 2021 period.

ADOPTION:

Adopted this _____ day of _____, 2020

_____
Chair
Brookings County Commission

ATTEST:

_____
Brookings County Auditor

_____
First District Association of Local Governments

RESOLUTION TO CONTINUE SUPPORT FOR THE FIRST DISTRICT ASSOCIATION OF LOCAL GOVERNMENTS DURING FISCAL YEAR 2021

(October 1, 2020 – September 30, 2021)

The Brookings County Board of County Commissioners, having adopted and signed a Joint Cooperative Agreement on the 6th day of April, 1972, creating the First Planning and Development District, Model Rural Development Program, do hereby agree to renew their participation in the Joint Cooperative Agreement for Fiscal Year 2021 (October 1, 2020 – September 30, 2021). To support the Joint Cooperative Agreement and the activities of the District staff, the Brookings County Board of County Commissioners will provide $46,870.49 to the First District Association of Local Governments during the aforementioned Fiscal Year 2021 period.

ADOPTION:

Adopted this _____ day of _____, 2020

_____
Chair
Brookings County Commission

ATTEST:

_____
Brookings County Auditor

_____
First District Association of Local Governments

RESOLUTIONS

WHEREAS, a County Aid Lien in the amount of $ 12,319.62 purports to exist in favor of Brookings County and against Dustin Westell _____ as lienee, and

WHEREAS, said lienee has filed an application with the County Auditor stating such facts as provided by Law,

NOW, THEREFORE, BE IT RESOLVED that after due consideration of the circumstances the Board of County Commissioners finds it advisable and proper to authorized the Chairman of the County Board and County Finance Officer to execute the following:

x A compromise and release of the lien in full upon payment of $ 6,500.00.

_____ Release the lien only in so far as the real property upon payment of $_____.

Legal description of real property: _____

If payment is not made within one year from approval this agreement is null and void.

_____ Release the lien in full with no payment.

_____ Release the lien only in so far as the real property with no payment.

Legal description of real property: _____

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

APPROVED:
BOARD OF COUNTY COMMISSIONERS

_____

ATTEST:

_____
County Finance Officer
Brookings County, South Dakota

SATISFACTION OF COUNTY AID LIEN

Pursuant to the resolution adopted by the Brookings County Board of Commissioners on the 22nd day of September 20 20, the Register of Deeds is hereby notified and authorized to release the County Aid Lien filed against Dustin Westell as follows:

X Compromise and release the lien in full in consideration of $6,500.00 .
Miscellaneous Receipt # _____.

_____ Release the lien only in so far as the real property upon payment of $_____.
Miscellaneous Receipts # _____ .

Legal Description of real property: _____

_____

_____.

_____ Release the lien in full with no payment.

_____ Release the lien only in so far as the real property with no payment.

Legal Description of real property: _____

_____

_____

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

BROOKINGS COUNTY, SOUTH DAKOTA

_____
Chairman, Board of County Commissioners

_____
Brookings County Finance Officer

SEAL
STATE OF SOUTH DAKOTA
COUNTY OF BROOKINGS

On this the _____ day of _____. 20____. Before me, the undersigned officers personally appeared _____, Chairman of the Board of County Commissioners of said County, and acknowledged that they executed the foregoing instrument in the capacities therein stated and for the purposes therein contained for and on behalf of the Brookings County, South Dakota.

_____
Notary Public of South Dakota

Commission Expires: _____

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the sixteenth day of May in the year two thousand seventeen
(amendments noted 8/31/2020)
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Brookings County
520 Third Street
Suite 201
Brookings, SD 57006

and the Architect:
(Name, legal status, address and other information)

Boarman Kroos Vogel Group, Inc.
dba BKV Group
222 N. 2nd Street, Ste. 101
Minneapolis, MN 55401

for the following Project:
(Name, location and detailed description)

Brookings County Detention Center Expansion
315 Seventh Avenue
Brookings, SD 57006
The Project includes a new addition and remodeling of the existing detention center.

The Owner and Architect agree as follows.

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.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The project includes a new one-story addition of approximately 17,511 sf for intake and booking, programming and support spaces, and jail housing for 76 beds with an upper level mezzanine, and remodeling of approximately 4,767 sf for central control, medical, laundry, support spaces, and an 8-bed jail housing unit.

§ 1.1.2 The Owner's anticipated design and construction milestone dates:

.1 Construction commencement date:

September 10, 2020

.3 Substantial Completion date or dates:

April 30, 2022

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(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraphs deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the insurance as specified on attached certificate until termination of this Agreement. If the Owner requires insurance coverages or limits in addition to the types and limits the Architect normally maintains as shown on the attached certificate, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 [Not used]

§ 2.5.2 [Not used]

§ 2.5.3 [Not used]

§ 2.5.4 [Not used]

§ 2.5.5 [Not used]

§ 2.5.6 [Not used]

§ 2.5.7 Additional Insured Obligations. If requested by Owner in writing, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

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§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 (a) The Architect shall coordinate its services with, but (unless otherwise agreed in Section 4.1.1.20) not the services of, those services provided by the Owner and the Owner's consultants. (b) The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

If requested by the Owner, the Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

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§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 If requested by the Owner, the Architect shall assist the Owner in bidding the Project by:

- **.1** facilitating the distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 If requested by the Owner, the Architect shall assist the Owner in obtaining proposals by:

- **.1** facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- **.2** organizing and participating in selection interviews with prospective contractors;
- **.3** preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- **.4** participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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 shall not be required to make

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exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. 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, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall 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 shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall 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 suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule 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.

§ 3.6.4.2 The Architect shall 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

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information given and the design concept expressed in the Contract Documents, not for substitution for or deviation from the requirements of the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or 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.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- **.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	TBD
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Architect
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the following Owner's consultants: _____	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Not Provided

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided

(Rows deleted)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

.1 If the Architect has agreed to provide the Supplemental Service described in Section 4.1.1.20, Architect's coordination services shall be subject to Section 3.1.2(b) and shall be limited to managing, as Owner's agent and as a convenience to Owner, the timing of the performance of the services of the specifically-designated Owner's consultants and, as appropriate, incorporating such consultants' finished work product (signed and sealed by such consultant as required by applicable law) into the Construction Documents. In no event shall Architect be responsible for the technical or professional adequacy or completeness of any work or services performed by Owner's consultants.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

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.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors or necessary third parties;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect;

.12 Providing the services of special inspectors.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect may provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination, and the Architect shall not be required to continue such services. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Two (2) visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the

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Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions, provide information and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written 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 other 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.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include 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.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 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.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.16 The Owner shall be responsible for all permits necessary for the operation and maintenance of the completed Project.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

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§ 6.7 If the Owner chooses to proceed under Section 6.6.4 and the Architect provided all estimates of the Cost of Work, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate or due to other causes beyond Architect's reasonable control, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner shall remove the author's seals, certifications and identification from the Instruments of Service and hereby releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding

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dispute resolution method selected in this Agreement and within the 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 Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them 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 this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution 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 proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 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.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement 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

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date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 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, dispute or other matter in question 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, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 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).

§ 8.3.4.2 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.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project or a part thereof, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than 30 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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§ 9.5 The Owner may terminate this Agreement upon not less than 30 days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect 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, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, including, without limitation, asbestos, polychlorinated biphenyl (PCB), mycotoxins and bacterial substances.

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§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

The fee shall be a lump sum of $940,000.00

(Paragraphs deleted)
Reimbursable expenses are industry standard for cost such as travel, printing, lodging, shipping, etc. This will be invoiced monthly with no mark ups. The not to exceed amount shall be $70,000.00

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Items determined to be a change to the contract as additional services will be reviewed and approved by Brookings County based on the scope of work and the hourly rates of the BKV team to complete the work.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Items determined to be a change to the contract as additional services will be reviewed and approved by Brookings County based on the scope of work and the hourly rates of the BKV team to complete the work. Such services shall be provided at the hourly rates of the staff providing the service, as listed in Section 11.7. All hourly rates for Additional Services are subject to a potential 3% annual cost of living increase effective January 1 of each year.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:

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(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	thirty-five	percent (	35	%)
Bidding or Negotiation Phase	five	percent (	5	%)
Construction Phase	twenty-five	percent (	25	%)
(Row deleted)				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	**Rate ($0.00)**
MANAGING PARTNER	$180-$270
MANAGING ARCHITECT	$165-$175
SENIOR PROJECT ARCHITECT	$150-$165
SENIOR ARCHITECTURAL DESIGNER	$150-$160
PROJECT ARCHITECT III	$120-$130
PROJECT ARCHITECT II	$115-$125
PROJECT ARCHITECT I	$100-$110
ARCHITECTURAL DESIGNER III	$110-$120
ARCHITECTURAL DESIGNER II	$90-$95
ARCHITECTURAL DESIGNER I	$80-$85
SENIOR LANDSCAPE ARCHITECT	$140-$145
LANDSCAPE ARCHITECT III	$120-$130
LANDSCAPE ARCHITECT II	$115-$125
LANDSCAPE ARCHITECT I	$100-$110
LANDSCAPE DESIGNER III	$110-$120
LANDSCAPE DESIGNER II	$90-$95
LANDSCAPE DESIGNER I	$80-$85
PARTNER/SENIOR INTERIOR DESIGNER	$180-$200
SENIOR INTERIOR DESIGNER	$110-$125
INTERIOR DESIGNER III	$95-$100

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INTERIOR DESIGNER II	$85-$95
INTERIOR DESIGNER I	$70-$80
SENIOR MECHANICAL ENGINEER	$165-$190
SENIOR MECHANICAL DESIGNER	$120-$170
MECHANICAL ENGINEER	$130-$150
MECHANICAL, EIT	$90-$130
MECHANICAL DESIGNER III	$110-$120
MECHANICAL DESIGNER II	$90-$95
MECHANICAL DESIGNER I	$80-$85
SENIOR ELECTRICAL ENGINEER	$170-$180
ELECTRICAL ENGINEER	$130-$145
SENIOR ELECTRICAL DESIGNER	$125-$130
ELECTRICAL, EIT	$90-$130
ELECTRICAL DESIGNER III	$110-$120
ELECTRICAL DESIGNER II	$90-$95
ELECTRICAL DESIGNER I	$80-$85
SENIOR STRUCTURAL ENGINEER	$155-$190.
STRUCTURAL ENGINEER	$130-$150
SENIOR STRUCTURAL DESIGNER	$110-$120
STRUCTURAL, EIT	$90-$130
STRUCTURAL DESIGNER III	$110--$120
STRUCTURAL DESIGNER II	$90-$95
STRUCTURAL DESIGNER I	$80-$85
PARTNER/ SENIOR CONSTRUCTION ADMIN.	$230-$240
SENIOR CONSTRUCTION ADMINISTRATOR	$150-$185
CONSTRUCTION ADMINISTRATOR	$100-$160
SPECIFICATIONS WRITER	$140-$180
QUALITY ASSURANCE	$145-$170
CODE SPECIALIST	$165-$170
INTERNS/MODEL BUILDING	$60-$70

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2** Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- **.3** Permitting and other fees required by authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, and standard form documents;
- **.5** Postage, handling, and delivery;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- **.8** If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- **.9** All taxes levied on professional services and on reimbursable expenses;
- **.10** Site office expenses;
- **.11** Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- **.12** Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

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§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect
§ 11.10.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date 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 Architect.
(Insert rate of monthly or annual interest agreed upon.)

1% over Prime per month. Objections to invoices not made in writing within 30 days of invoice date are deemed waived.

(Paragraphs deleted)
§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation for any claimed damage or expense or to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 If a Change order or Construction Change Directive is necessary due to an omission, oversight, or other act caused by the Architect, the Architect shall prepare drawings, specifications, and other documents and supporting data, evaluate Contractor's proposals, and provide other services as may be required in connection with Change Orders and Construction Change Directives at no additional cost to the Owner. Changes requiring additional time as requested by Owner, Contractor, Job Condition, Building Code, etc., out of the control of the Architect, would be an Additional Service.

12.2 Should the project be terminated at any time by the Owner prior to completion of any phase, the Architect will receive one hundred (100%) percent of any work completed prior to and up to the date of project termination.

12.3 If adjustments or modifications to the completed construction documents are required to meet the Owner's budget resulting in a change in budget by the Owner or due to discrepancies in the initial Design Development or Construction Document estimates by the Owner's consultant, such adjustments and changes are to be compensated to the Architect as an Additional Service.

12.4 If services described under Additional Services in Article 12.5 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner in writing and receive the Owner's approval for Scope and Fees in writing prior to commencing such services.

12.5 The date of final completion shall be established prior to the completion of the Owner-Contractor Agreement. The extent of project representation of the Architect for Basic Services shall coincide with a date thirty (30) days beyond the date of final completion. At that time, further project representation beyond Basic Services shall be an Additional Service at the request and approval of the Owner.

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12.6 A project contingency will be part of the Construction Phase budget for unforeseen conditions, required modifications to the documents, code interpretations and Owner-requested changes.

12.7 The Architect includes in the basic fee the work for the City submittals and approvals.

12.8 In the performance of its obligations under this Agreement, the Architect will comply with applicable provisions of any Federal, State, or local law prohibiting discrimination on the grounds of race, color, creed, sex, political affiliation, affectional preference, or national origin. The provisions of Minnesota Statues Section 181.59 are incorporated by reference into this Agreement.

12.9 The mechanical and electrical design services, plus interior design, security, food service and landscape design, are included as part of the basic service fee.

12.10 All hourly rates for additional services are subject to a potential 3% annual cost of living increase effective January of each year.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

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

(Signature)
Larry Jensen, Chairperson
(Printed name and title)

(Signature)
Bruce Schwartzman, Partner
(Printed name and title)

ARCHITECT

(Signature)
Jack Boarman, CEO
(Printed name and title)

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AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the sixteenth day of May in the year two thousand seventeen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Brookings County
520 Third Street
Suite 201
Brookings, SD 57006

and the Architect:
(Name, legal status, address and other information)

Boarman Kroos Vogel Group, Inc.
dba BKV Group
222 N. 2nd Street, Ste. 101
Minneapolis, MN 55401

for the following Project:
(Name, location and detailed description)

Brookings County Detention Center Expansion
315 Seventh Avenue
Brookings, SD 57006

The Project includes a new addition and remodeling of the existing detention center.

The Owner and Architect agree as follows.

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.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

The project includes a new one-story addition of approximately 17,511 sf for intake and booking, programming and support spaces, and jail housing for 76 beds with an upper level mezzanine, and remodeling of approximately 4,767 sf for central control, medical, laundry, support spaces, and an 8-bed jail housing unit.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

March 2018

.2 Substantial Completion date:

Estimated to be September 2019 (Depending on phasing)

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

See Attached Certificate

.2 Automobile Liability

See Attached Certificate

.3 Workers' Compensation

See Attached Certificate

.4 Professional Liability

See Attached Certificate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with, but not the services of, the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building

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systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 If requested by Owner, the Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 If requested by the Owner, the Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, 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 shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall 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.

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

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§ 3.6.2.3 The Architect shall 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 shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's 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 (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall 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) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule 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.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall 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, not for substitution for or deviation from the requirements of the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. 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.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be

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entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

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Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming (B202™–2009)	Not Provided	
§ 4.1.2	Multiple preliminary designs	Architect	Provided in base contract
§ 4.1.3	Measured drawings	Not Provided	
§ 4.1.4	Existing facilities surveys	Not Provided	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Architect	Provided in base contract
§ 4.1.6	Building Information Modeling (E202™–2008)	Not Provided	
§ 4.1.7	Civil engineering	Architect	Provided in base contract
§ 4.1.8	Landscape design	Architect	Provided in base contract
§ 4.1.9	Architectural Interior Design (B252™–2007)	Architect	Provided in base contract
§ 4.1.10	Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	TBD	CM option to be reviewed
§ 4.1.12	On-site Project Representation (B207™–2008)	Architect	Twice a month, see 4.3.3
§ 4.1.13	Conformed construction documents	Architect	Provided in base contract
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Architect	Provided in base contract
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Architect	Provided in base contract
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Architect	Provided in base contract
§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	Support as needed for local historic society
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

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.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors or necessary third parties;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect;

.12 Providing the services of special inspectors.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect may provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services, and the Architect shall not be required to continue such services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 Two (2) visits per month to the site by the Architect over the duration of the Project during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspection for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 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; (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 Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions, provide information and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written 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.

§ 5.5 The Owner 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.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 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.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.13 The Owner shall be responsible for all permits necessary for the operation and maintenance of the completed Project.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4 and the Architect provided all estimates of the Cost of Work, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to

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transmit such information for its use on the Project. If the Owner and Architect 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.

§ 7.2 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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner shall remove the author's seals, certifications and identification from the Instruments of Service and hereby releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the 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 Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien

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arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them 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 Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution 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 proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 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.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement 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 this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 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, dispute or other matter in question 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, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 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

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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).

§ 8.3.4.2 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.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project or a part thereof, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than 30 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than 30 days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement 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 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

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§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect 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.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, including, without limitation, asbestos, polychlorinated biphenyl (PCB), mycotoxins and bacterial substances.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

The fee shall be a lump sum of $668,440.00 which is based on 7.4% of the estimated construction cost of $9,032,999.00.

Reimbursable expenses are industry standard for cost such as travel, printing, lodging, shipping, etc. This will be invoiced monthly with no mark ups. The not to exceed amount shall be $60,000.00

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Items determined to be a change to the contract as additional services will be reviewed and approved by Brookings County based on the scope of work and the hourly rates of the BKV team to complete the work.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Items determined to be a change to the contract as additional services will be reviewed and approved by Brookings County based on the scope of work and the hourly rates of the BKV team to complete the work. Such services shall

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be provided at the hourly rates of the staff providing the service, as listed in Section 11.7. All hourly rates for Additional Services are subject to a potential 3% annual cost of living increase effective January 1 of each year.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	thirty-five	percent (	35	%)
Bidding or Negotiation Phase	five	percent (	5	%)
Construction Phase	twenty-five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
MANAGING PARTNER	$180-$270
MANAGING ARCHITECT	$165-$175
SENIOR PROJECT ARCHITECT	$150-$165
SENIOR ARCHITECTURAL DESIGNER	$150-$160
PROJECT ARCHITECT III	$120-$130
PROJECT ARCHITECT II	$115-$125
PROJECT ARCHITECT I	$100-$110
ARCHITECTURAL DESIGNER III	$110-$120
ARCHITECTURAL DESIGNER II	$90-$95
ARCHITECTURAL DESIGNER I	$80-$85
SENIOR LANDSCAPE ARCHITECT	$140-$145
LANDSCAPE ARCHITECT III	$120-$130
LANDSCAPE ARCHITECT II	$115-$125
LANDSCAPE ARCHITECT I	$100-$110
LANDSCAPE DESIGNER III	$110-$120
LANDSCAPE DESIGNER II	$90-$95
LANDSCAPE DESIGNER I	$80-$85
PARTNER/SENIOR INTERIOR DESIGNER	$180-$200
SENIOR INTERIOR DESIGNER	$110-$125
INTERIOR DESIGNER III	$95-$100
INTERIOR DESIGNER II	$85-$95

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INTERIOR DESIGNER I	$70-$80
SENIOR MECHANICAL ENGINEER	$165-$190
SENIOR MECHANICAL DESIGNER	$120-$170
MECHANICAL ENGINEER	$130-$150
MECHANICAL, EIT	$90-$130
MECHANICAL DESIGNER III	$110-$120
MECHANICAL DESIGNER II	$90-$95
MECHANICAL DESIGNER I	$80-$85
SENIOR ELECTRICAL ENGINEER	$170-$180
ELECTRICAL ENGINEER	$130-$145
SENIOR ELECTRICAL DESIGNER	$125-$130
ELECTRICAL, EIT	$90-$130
ELECTRICAL DESIGNER III	$110-$120
ELECTRICAL DESIGNER II	$90-$95
ELECTRICAL DESIGNER I	$80-$85
SENIOR STRUCTURAL ENGINEER	$155-$190
STRUCTURAL ENGINEER	$130-$150
SENIOR STRUCTURAL DESIGNER	$110-$120
STRUCTURAL, EIT	$90-$130
STRUCTURAL DESIGNER III	$110--$120
STRUCTURAL DESIGNER II	$90-$95
STRUCTURAL DESIGNER I	$80-$85
PARTNER/ SENIOR CONSTRUCTION ADMIN.	$230-$240
SENIOR CONSTRUCTION ADMINISTRATOR	$150-$185
CONSTRUCTION ADMINISTRATOR	$100-$160
SPECIFICATIONS WRITER	$140-$180
QUALITY ASSURANCE	$145-$170
CODE SPECIALIST	$165-$170
INTERNS/MODEL BUILDING	$60-$70

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

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§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date 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 Architect.
(Insert rate of monthly or annual interest agreed upon.)

Current Prime Rate plus 1% per month. Objections to invoices not made in writing within 30 days of invoice date are deemed waived.

(Paragraphs deleted)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation for any claimed damage or expense or to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 If a Change order or Construction Change Directive is necessary due to an omission, oversight, or other act caused by the Architect, the Architect shall prepare drawings, specifications, and other documents and supporting data, evaluate Contractor's proposals, and provide other services as may be required in connection with Change Orders and Construction Change Directives at no additional cost to the Owner. Changes requiring additional time as requested by Owner, Contractor, Job Condition, Building Code, etc., out of the control of the Architect, would be an Additional Service.

12.2 Should the project be terminated at any time by the Owner prior to completion of any phase, the Architect will receive one hundred (100%) percent of any work completed prior to and up to the date of project termination.

12.3 If adjustments or modifications to the completed construction documents are required to meet the Owner's budget resulting in a change in budget by the Owner or due to discrepancies in the initial Design Development or Construction Document estimates by the Owner's consultant, such adjustments and changes are to be compensated to the Architect as an Additional Service.

12.4 If services described under Additional Services in Article 12.5 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner in writing and receive the Owner's approval for Scope and Fees in writing prior to commencing such services.

12.5 The date of final completion shall be established prior to the completion of the Owner-Contractor Agreement. The extent of project representation of the Architect for Basic Services shall coincide with a date thirty (30) days beyond the date of final completion. At that time, further project representation beyond Basic Services shall be an Additional Service at the request and approval of the Owner.

12.6 A project contingency will be part of the Construction Phase budget for unforeseen conditions, required modifications to the documents, code interpretations and Owner-requested changes.

12.7 The Architect includes in the basic fee the work for the City submittals and approvals.

12.8 In the performance of its obligations under this Agreement, the Architect will comply with applicable provisions of any Federal, State, or local law prohibiting discrimination on the grounds of race, color, creed, sex,

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political affiliation, affectional preference, or national origin. The provisions of Minnesota Statues Section 181.59 are incorporated by reference into this Agreement.

12.9 The mechanical and electrical design services, plus interior design, security, food service and landscape design, are included as part of the basic service fee.

12.10 All hourly rates for additional services are subject to a potential 3% annual cost of living increase effective January of each year.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect 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 Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

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

OWNER

(Signature)
Larry Jensen, Chairperson
(Printed name and title)

ARCHITECT

(Signature)
Bruce Schwartzman, Partner
(Printed name and title)

ARCHITECT

(Signature)
Jack Boarman, CEO
(Printed name and title)

Init.
/
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AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

Client: Brookings County Commission
520 Third Street, Suite 210
Brookings, SD 57006

Date: August 28, 2020
Project #: 2899

Client's Representatives:
Stacy Steffensen
Commission Department Director

Angela Boersma
Commissioner

Architect's Representative:
Andrew Eitreim, AIA
Principal Architect

Dallas Willman, NCIDQ
Interior Designer

Project Name / Location:
Brookings County Finance Office Reception Desk Modifications
Brookings, SD

Scope/Intent and Extent of Service:
Architecture Incorporated shall provide professional Architectural and Interior Design services to modify and repair damaged areas of the existing reception desk located in the Brookings County Finance Office in order to provide additional safety to patrons and staff. Services will include Schematic Design, Design Development, preparation of Construction Documents, and construction administration services to coordinate with Client's contractor.

Scope-of-Services will include:

1. Initial meeting with stakeholders to determine user requirements.
2. Prepare two – three design options including material cost comparisons and provide up to two site visits to review with Client.
3. Revise selected option based on Client feedback.
4. Prepare final deliverables to include: floor plan, interior elevations, section details, and specifications noted on the floor plan suitable for construction.
5. Provide construction administration services during construction to include up to three on-site construction meetings, review of contractor submittals and shop drawings, one site visit to prepare a Substantial Completion report.

Fee Arrangement:
Compensation for Architectural/Interior Design services shall be billed on an hourly basis not-to-exceed Six Thousand Five Hundred dollars ($6,500). Reimbursable expenses are in addition to professional fees and are billed at cost. Reimbursable expenses include applicable sales tax, printing and mailing of the construction documents.

Special Conditions:
Services do not include: Mechanical, Electrical, Structural, or Civil Engineering services.

Terms and conditions on the reverse of this form are a part of the Agreement.

Offered by:
Architecture Incorporated, by:

August 28, 2020
(Signature) *(Date)*

Andrew Eitreim, AIA
Vice President
(Printed Name / Title)

Accepted by:
Name, by:

(Signature) *(Date)*

(Printed Name / Title)

TERMS AND CONDITIONS

The Firm shall perform the services outlined in this agreement for the stated fee arrangement. Architecture Incorporated represents that the services furnished under this agreement will be in accordance with generally accepted professional practices. Architecture Incorporated makes no warranty or representation expressed or implied.

Fee:

Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Present rates are as follows:

Senior Principal Architect	$195.00/Hr.	Principal Architect	$160.00/Hr.
Principal Architect	$150.00/Hr.	Principal Contract Administrator	$150.00/Hr.
Architect	$120.00/Hr.	Architect	$100.00.Hr.
Project Designer	$100.00/Hr.	Project Designer	$90.00/Hr.
Project Designer	$85.00/Hr.	Senior Project Coordinator	$130.00/Hr.
Project Coordinator	$85.00/Hr.	BIM Manager	$105.00/Hr.
Draftsperson	$75.00/Hr.	Interior Designer	$100.00/Hr.
Interior Designer	$95.00/Hr.	Interior Designer	$75.00/Hr.
Administrative	$85.00/Hr.	Administrative	$65.00/Hr.
Reimbursable Expenses	At Cost		

Billings/Payments and Late Payments:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18% true annual rate), at the sole election of the Firm. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall indemnify and hold harmless the Firm and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expenses is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Firm), or anyone for whose acts any of them may be liable.

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination and all reimbursable expenses incurred.

Limitation of Liability:

Neither the Architect, the Architect's consultants nor their agents or employees shall be jointly, severally or individually liable to the Client in excess of the compensation to be paid pursuant to this agreement or of $50,000, whichever is greater by reason of any act or omission including breach of contract or negligence not amounting to a willful or intentional wrong.

Applicable Laws:

Unless otherwise specified, this agreement shall be governed by the laws of the State of South Dakota.

Agreement #20-46

Architecture Incorporated
SIOUX FALLS ■ RAPID CITY

July 23, 2020

Stacy Steffensen
Commission Department Director
520 3rd Street, Suite 210
Brookings, SD 57006
605-696-8205

Re: Brooking County Reception Desk Modifications Proposal

Dear Mrs. Steffensen

Thank you for the opportunity to provide this proposal for interior design services for the existing reception desks within the Brookings City & County Government Center. We understand the project consists of interviewing project stakeholders and generating conceptual options for modifications to the existing reception desk in the Finance Office that will provide additional safety to patrons and staff. We will provide contract documents and limited construction administration. It is our understanding that the County will work directly with Clark Drew Construction. The design and construction work is to be completed in the fiscal year of 2020.

TEAM

Architecture Incorporated will provide the architecture / interior design services for the project. Your team will include Principle Architect and Vice President, Andrew Eitreim and myself, Certified Commercial Interior Designer, Dallas Willman. Additionally, if other expertise is required our experienced team at Architecture Incorporated will be utilized.

Owners stakeholders include Stacy Steffensen and Commissioner Boersma.

We have not included any engineering or other consultants at this time. If it is determined that we need additional consultants we will provide an adjusted proposal at that time.

SCOPE

Professional Design Services include taking the project from Schematic Design through Design Development, Construction Documents and Specifications, and Construction Administration Phases of the project.

The scope of our services include:

1. We will prepare 2 - 3 design options with material options for the one office space including concepts for repairing damaged portions of existing reception desks. Will meet your to review those options.
2. We will revise the options per Owner feedback.
3. We will provide you with material comparison costs for the divider screens.
4. We will prepare final deliverables for the selected option in the Financial office, including;
    a. Construction Drawings including
        i. Floor Plan (s)
        ii. Interior Elevations
        iii. Section details

iv. Specifications of materials and products

5. We will provide construction administration during the construction including reviewing submittals and shop drawings, attending on-site construction meetings and preparing a Substantial Completion review.

Our services do not include:

1. Detailed review of existing Mechanical / Electrical systems.
2. Detailed structural review of existing facility.
3. 3D renderings or visuals to aid conceptual development.

SCHEDULE & MEETINGS

We believe that the interior design services, including the scope described above, would take approximately 3-6 weeks for Schematic Design through Construction Documents. These approximated timelines are contingent on all stakeholders' schedules and commitment to design decisions. We anticipate this effort to require:

- one design meeting to review design options
- one to two on-site design meetings / conversations for modifications
- one on-site meeting for Substantial Completion review

FEES

We propose an hourly "not to exceed" of $6,500 for the professional services described above. Reimbursable expenses will be billed at cost and are in addition to above. Reimbursable expenses include applicable sales tax, printing, and postage. Mileage is not a reimbursable expense and is included in the above fee.

We thank you for the opportunity to work with you on this project. If you have any questions, please feel free to contact Andrew Eitreim or myself.

Sincerely,

Dallas M. Willman, NCIDQ

Andrew D. Eitreim, AIA

APPLICATION FOR OCCUPANCY
RIGHT-OF-WAY OF COUNTY HIGHWAYS
Email: highway@brookingscountysd.gov
Fax: 605-696-8278

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

Application is made by Otter Tail Power Company for occupancy of Right-of-Way

ADDRESS OF PROPOSED CONSTRUCTION

City/Township Name: Elkton, Section: 20 Quarter Section: **NE** NW SE SW

Street/Avenue of Construction: Cornell Ave, Nearest Intersection: 3rd st West

Distance from nearest intersection: 24' to 263' North **South** East West

A sketch showing the location must be attached.
The following information is pertinent to the proposed installation:

1. Intended usage Primary Underground Electric Line
2. Cable Type 10J15 - 2400 volts
3. Outside Diameter or Pipe Size 2"
4. Method of Installation Trench
5. Crossing Bituminous Roads No

*This installation will comply with the National Safety Code and all Federal Guidelines.
*Warning signs will be installed where appropriate.
*Ditches will be restored back to present condition.
*Owner will move its buried cable or pipe, in case of road construction, at no cost to the County.
*Prior to any road construction or maintenance within the County, the owner shall call South Dakota One-Call at 1-800-781-7474 for location of the facilities.

Signature of Applicant: Vicki Severson Date: 9-1-2020

Applicant Address: 215 South Cascade St., Fergus Falls, MN 56537

Phone: 218-739-8389 Fax: 218-739-8442

I Approve of this Application:
Signature of Adjacent Landowner: _____ Date: _____
(Owns property immediately adjacent to the public right-of-way that is affected by the Applicant's proposed installation)

Adjacent Landowner Address: _____

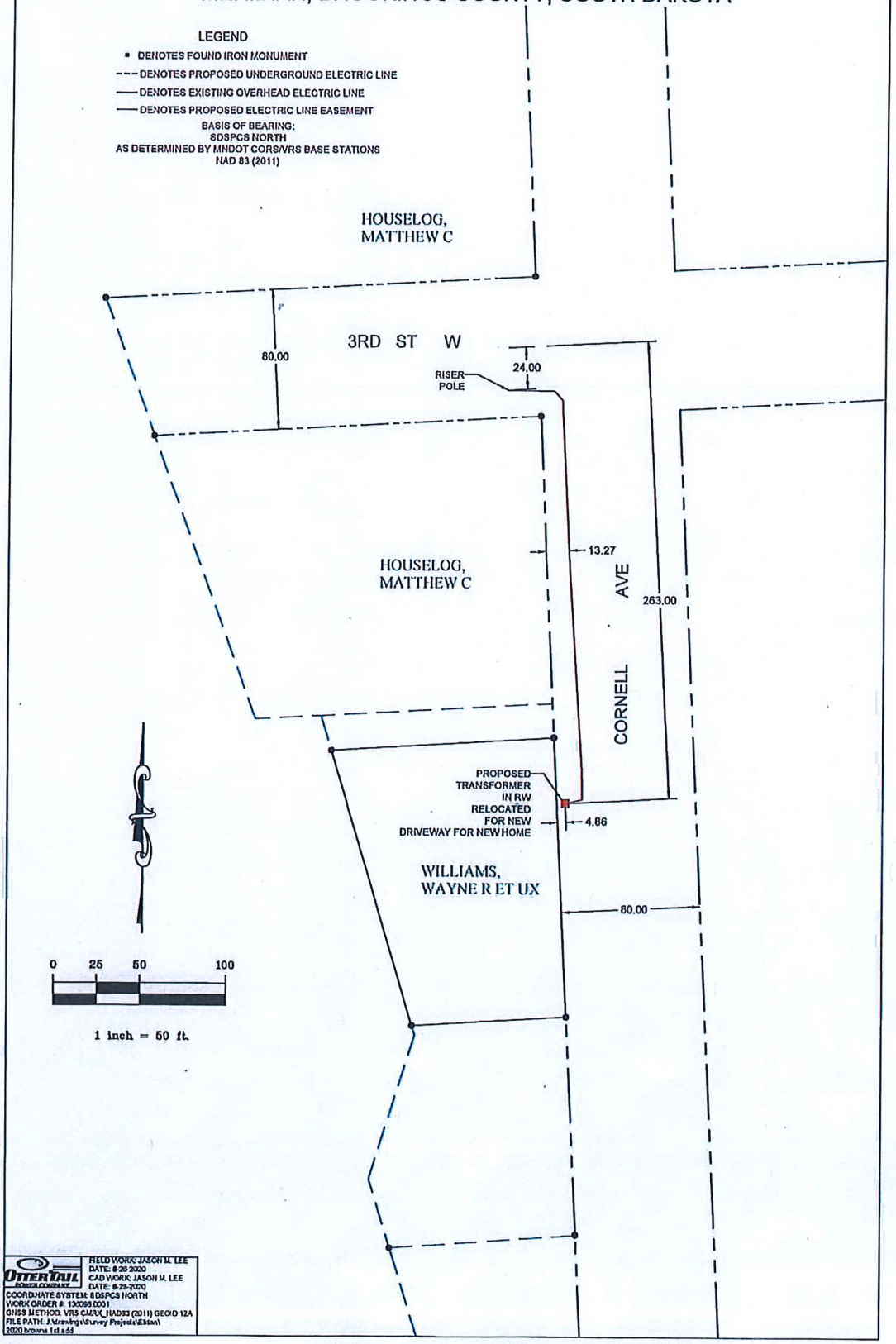
Phone: _____ Fax: _____

Recommended for Approval:
By: _____ Date: 9/2/2020
(Brookings County Superintendent)

Approved: Board of County Commissioners
By: _____ Date: _____
(Commission Chairman)

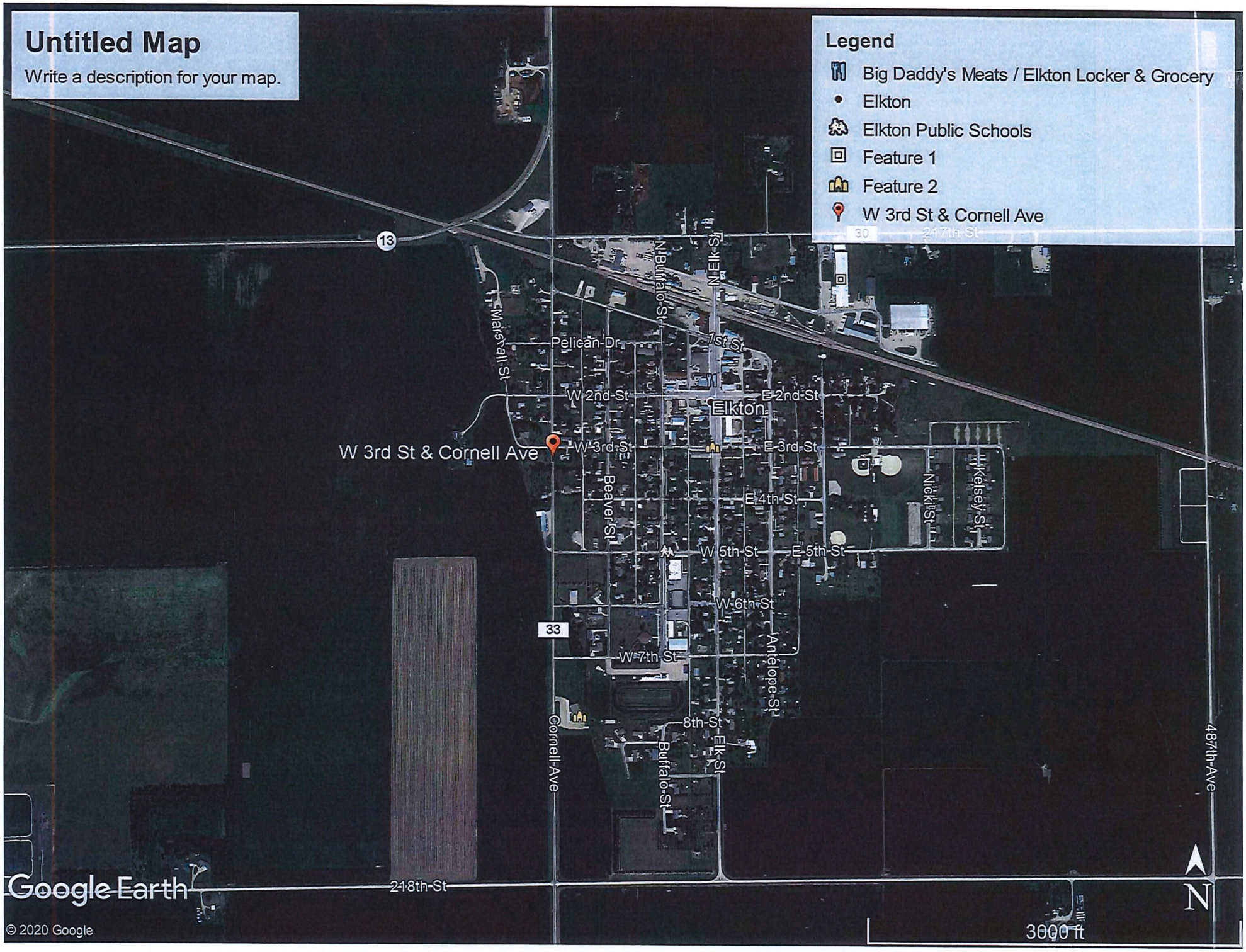
ELKTON, SD - UGE LINE IN RW

A PART OF THE NORTH 160.00 FEET OF BAKERS OUTLOT IN THE NE $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 109N, RANGE 47WEST OF THE 5TH PRINCIPAL MERIDIAN, BROOKINGS COUNTY, SOUTH DAKOTA



OTTER TAIL POWER COMPANY

FIELD WORK: JASON M. LEE
DATE: 8-20-2020
CAD WORK: JASON M. LEE
DATE: 8-25-2020
COORDINATE SYSTEM: SDSPCS NORTH
WORK ORDER #: 130069.0001
GPS METHOD: VRS CARY_NAD83 (2011) GEOID 12A
FILE PATH: J:\Drawing\Survey Projects\Elkton\
2020 browns 1st add


Untitled Map
Write a description for your map.
Legend
Big Daddy's Meats / Elkton Locker & Grocery
Elkton
Elkton Public Schools
Feature 1
Feature 2
W 3rd St & Cornell Ave
13
30
217th St
N Buffalo St
N Elk St
Marshall St
Pelican Dr
1st St
W 2nd St
E 2nd St
Elkton
W 3rd St & Cornell Ave
W 3rd St
E 3rd St
Beaver St
E 4th St
Nickitt St
Kelsey St
W 5th St
E 5th St
W 6th St
33
W 7th St
Antelope St
8th St
Cornell Ave
Buffalo St
Elk St
487th Ave
218th St
Google Earth
© 2020 Google
N
3000 ft

APPLICATION FOR OCCUPANCY
RIGHT-OF-WAY OF COUNTY HIGHWAYS
Email: highway@brookingscountysd.gov
Fax: 605-696-8278

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

Application is made by Sioux Valley Energy wo 28842 for occupancy of Right-of-Way

ADDRESS OF PROPOSED CONSTRUCTION

City/Township Name: Medary, Section: 14 Quarter Section: **NE** X **NW** **SE** **SW**

Street/Avenue of Construction: 216th ST (HWY 77), Nearest Intersection: County RD 12

Distance from nearest intersection: 825' west **North** **South** **East** **West** X

A sketch showing the location must be attached.
The following information is pertinent to the proposed installation:

1. Intended usage new service
2. Cable Type 1/0 underground 7200 volts 48" deep
3. Outside Diameter or Pipe Size NA
4. Method of Installation directional bore some back hoe work by pole 12
5. Crossing Bituminous Roads 216th ST

*This installation will comply with the National Safety Code and all Federal Guidelines.
*Warning signs will be installed where appropriate.
*Ditches will be restored back to present condition.
*Owner will move its buried cable or pipe, in case of road construction, at no cost to the County.
*Prior to any road construction or maintenance within the County, the owner shall call South Dakota One-Call at 1-800-781-7474 for location of the facilities.

Signature of Applicant: Jim Kuyper Date: 09-02-2020

Applicant Address: P.O. Box 216 Colman, SD 57017

Phone: 605-256-1638 Fax: _____

I Approve of this Application:
Signature of Adjacent Landowner: _____ Date: _____
(Owns property immediately adjacent to the public right-of-way that is affected by the Applicant's proposed installation)

Adjacent Landowner Address: _____

Phone: _____ Fax: _____

Recommended for Approval:
By: _____ Date: 9/3/2020
(Brookings County Superintendent)

Approved: Board of County Commissioners
By: _____ Date: _____
(Commission Chairman)

COUNTY 12
6-3-11
216 ST
12
75'
BORE
PCJF-1/0.205
205'S
W.O.28842
NEW SERVICE
006-3-014-01-2-1-1
6-3-14
227
303
315
401
TWIN OAKS LN
166
0
166
SCALE IN FEET
N

Part III - Administrative, Procedural, and Miscellaneous

Relief with Respect to Employment Tax Deadlines Applicable to Employers Affected by the Ongoing Coronavirus (COVID-19) Disease 2019 Pandemic

Notice 2020-65

On August 8, 2020, the President of the United States issued a Presidential Memorandum directing the Secretary of the Treasury (Secretary) to use his authority pursuant to section 7508A of the Internal Revenue Code (Code) to defer the withholding, deposit, and payment of certain payroll tax obligations.[1] Accordingly, the Secretary has determined that employers that are required to withhold and pay the employee share of social security tax under section 3102(a) or the railroad retirement tax equivalent under section 3202(a) are affected by the COVID-19 emergency for purposes of the relief described in the Presidential Memorandum and this notice (Affected Taxpayers). For Affected Taxpayers, the due date for the withholding and payment[2] of the tax imposed by section 3101(a), and so much of the tax imposed by

[1] The Presidential Memorandum is available at https://www.federalregister.gov/d/2020-17899.

[2] The deposit obligation for employee social security tax does not arise until the tax is withheld. Accordingly, by postponing the time for withholding the employee social security tax, the deposit obligation is delayed by operation of the regulations. Thus, this notice does not separately postpone the deposit obligation.

section 3201 as is attributable to the rate in effect under section 3101(a), on Applicable Wages, as defined herein, (collectively Applicable Taxes) is postponed until the period beginning on January 1, 2021, and ending on April 30, 2021.

Applicable Wages

For purposes of this notice, Applicable Wages means wages as defined in section 3121(a) or compensation as defined in section 3231(e)[3] paid to an employee on a pay date during the period beginning on September 1, 2020, and ending on December 31, 2020, but only if the amount of such wages or compensation paid for a bi-weekly pay period is less than the threshold amount of $4,000, or the equivalent threshold amount with respect to other pay periods. The determination of Applicable Wages is made on a pay period-by-pay period basis. If the amount of wages or compensation payable to an employee for a pay period is less than the corresponding pay period threshold amount, then that amount is considered Applicable Wages for the pay period, and the relief provided in this notice applies to those wages or that compensation paid to that employee for that pay period, irrespective of the amount of wages or compensation paid to the employee for other pay periods.

Payment of Deferred Applicable Taxes

An Affected Taxpayer must withhold and pay the total Applicable Taxes that the Affected Taxpayer deferred under this notice ratably from wages and compensation

[3] Because Applicable Wages are defined as wages as defined in section 3121(a) and compensation as defined in section 3231(e), any amounts excluded from wages or compensation under these sections are not included when determining Applicable Wages.

paid between January 1, 2021 and April 30, 2021 or interest, penalties, and additions to tax will begin to accrue on May 1, 2021, with respect to any unpaid Applicable Taxes. If necessary, the Affected Taxpayer may make arrangements to otherwise collect the total Applicable Taxes from the employee.

Drafting Information

The principal authors of this notice are attorneys of the Office of Associate Chief Counsel, Employee Plans, Exempt Organizations, and Employment Taxes, with the participation of staff from other offices. For further information regarding the guidance under this notice, please call the Notice 2020-65 Hotline at (202) 317-5436 (not a toll-free number).

Stacy Steffensen, Commission Department Director
Brookings County
520 3rd St., Suite 210
Brookings, SD 57006
605-696-8205
ssteffensen@brookingscountysd.gov

STAFF REPORT:

Scheduled Agenda Items

- *9:00 AM – Annual Budget:* The board needs to approve two items with regards to the FY2021 annual budget – the changes, which need to be read into the minutes and the approving resolution. Changes were very minor – just over $9000 in the General Fund and just over $200 in the Building Fund. Those were due to getting actual numbers for utilities. There was a decrease of just over $100,000 in the Highway Fund due to actuals, as we had information on BIG awards.
- *9:10 AM – Interchange Report:* City Engineer Jackie Lanning will be at the meeting to discuss the 30% cost estimate for the I-29/20th Street South Interchange project.
- *9:45 AM – Elkton Railroad Crossing:* Greg Nelson is a council member for the City of Elkton. He requested time on the agenda to discuss the addition of safety mitigation measures at the railroad crossing on Cornell Avenue – or 486th Avenue/Hwy 13 – that runs north and south along the western edge of the city. This is a county road. Nelson would like to discuss the installation of lights and possibly crossing arms.

Regular Business Items

- *Resolution – Bond Documents:* This resolution authorizes the execution of the documents to move forward with our bond for the jail project. The documents are also included in the packet.
- *Resolution – First District:* This is an annual resolution supporting our membership with the First District Association of Local Governments. The fee is included in the FY21 budget.
- *County Aid Lien:* Mike Holzhauser provided information and is recommending approval of a settlement of a county aid lien.
- *AIA Agreement – BKV:* This agreement reflects changes due to the longevity of the jail expansion project. The only modification made by BKV was the end date of the contract. The county had initially asked for April of 2023, but with the commencement of the project, BKV is suggesting April of 2022. They will assist with an 11 month review after the completion for work that has a 12 month warranty.
- *Arc Inc. Agreement:* This is the formal agreement with Arc Inc. to provide design and architectural services for the partition project in the Finance Office. This amends the previous agreement (#20-46) the commission previously approved. Commissioner Boersma has reviewed this and prefers this type of agreement in lieu of the large AIA contracts for work-order style projects. She also supports this as written.
- *ROW Agreements:* There are two routine right-of-way agreements. Brian Gustad is recommending approval of both of them.
- *Payroll Tax Deferral:* The commission is required to take action if you choose to withdraw from a tax deferral authorized by President Trump.

Director's Report

- The General Fund surplus of approximately 25% is just over the 10-year average of 22.4%.
- Included with my staff report is information on where each individual department is at with their share of the budgeted health insurance 'risk' amount. We're at about 58% of the 30% we budgeted for FY2020. And we're at about 80% of the year complete so far. Kristen and I are working on having Sherri Matthews with Wellmark call in to an upcoming meeting to discuss how this first year with the new insurance is going.
- I've included the jail groundbreaking invitation with my report. Please let me know if there is anyone you would like to have receive one.
- I did attend the SDACC Fall Convention in Sioux Falls. Sessions I went to were on how to conduct the "public comments" agenda item at public meetings; county drainage management; ag adjustments for assessing property; budgeting; zoning; juvenile justice panel; county and township collaborations; the pandemic preparedness panel and the closing speaker – Vaney Hariri – and developing a positive culture in the workplace. Brookings County received both gold and platinum level safety awards again this year. Commissioner Deb Russell from Fall River County was elected as the SDACC President for the next year; Commissioner Rachel Kippley from Brown County was elected 1st VP; Commissioner Dean Karskey from Minnehaha County was elected 2nd VP; and Commissioner Brenda Hanten from Codington County was elected Treasurer for another year. The three resolutions that were presented all passed unanimously.

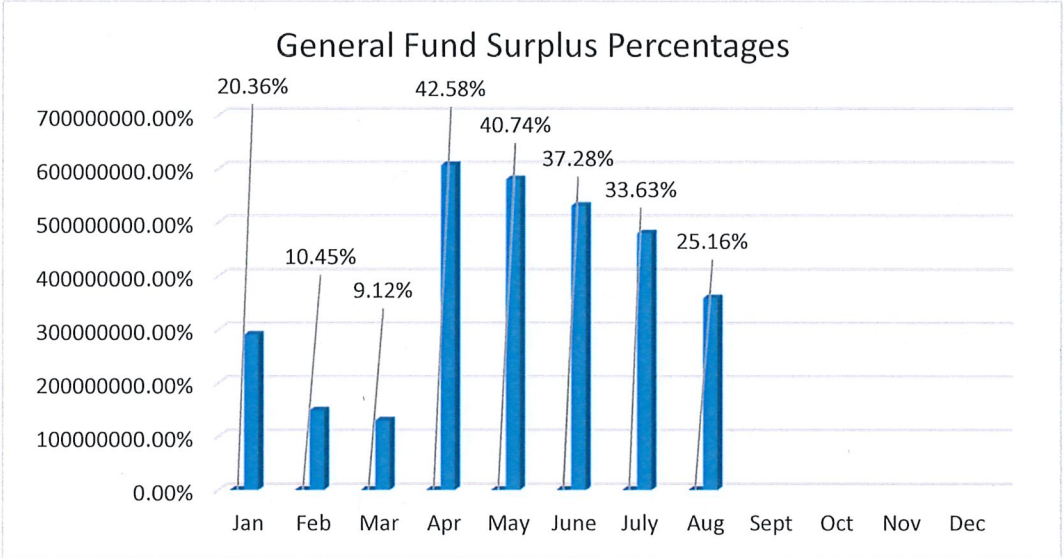
Public Notices

- ✓ County Tour, 8:30 AM, Friday, October 2, 2020 – leave from Highway Department
- ✓ Jail Expansion & Remodel Groundbreaking, Friday, October 2, 4:00 PM at the Detention Center, 315 7th Avenue, Brookings.
- ✓ Department Head Reviews, Tuesday, October 27, 2020 – 8:00 AM, Chambers

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	9.12%	$	1,298,407.66
Apr	42.58%	$	6,060,846.47
May	40.74%	$	5,798,676.55
June	37.28%	$	5,305,821.53
July	33.63%	$	4,786,095.27
Aug	25.16%	$	3,581,346.72
Sept			
Oct			
Nov			
Dec			



General Fund Surplus Cash Analysis Yearly Comparisons

2020

Jan	20%
Feb	10%
Mar	9%
Apr	43%
May	41%
June	37%
July	34%
Aug	25%
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%

Dept	Balance Date	2020 Initial Risk	$ Used	
111 - Commission	9/16/2020	$7,000.00	$502.00	
143 - Finance	9/16/2020	$7,700.00	$639.43	
151 - St Attorney	9/16/2020	$5,600.00	$0.00	
161 - County Bld	9/16/2020	$1,400.00	$0.00	
162 - Equalization	9/16/2020	$6,300.00	$7,327.49	*
163 - ROD	9/16/2020	$3,500.00	$3,817.35	*
165 - Vet Services	9/16/2020	$574.00	$0.00	
171 - Tech	9/16/2020	$2,800.00	$0.00	
172 - HR	9/16/2020	$1,400.00	$0.00	
211 - Sheriff	9/16/2020	$15,400.00	$13,822.82	*
212 - Jail	9/16/2020	$6,475.00	$726.51	
411 - Poor Relief	9/16/2020	$826.00	$0.00	
421 - Comm Health	9/16/2020	$700.00	$0.00	
528 - BCOAC	9/16/2020	$1,400.00	$0.00	
615 - Weed	9/16/2020	$2,100.00	$570.61	
711 - P&Z	9/16/2020	$2,800.00	$0.00	
311 - Highway	9/16/2020	$18,900.00	$20,199.50	*
222 - Emerg Mgt	9/16/2020	$700.00	$225.87	
248 - 24/7	9/16/2020	$525.00	$2,026.54	*

TOTAL		$86,100.00	$49,858.12

*** indicates that they are close to using risk dollars**

*** indicates that they are over their risk dollars**

You're Invited

Ground Breaking for the Brookings County Detention Center Remodel & Expansion Project

Friday, October 2, 2020 at 4:00 PM
315 7th Avenue, Brookings, SD 57006