



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

1. 8:30 AM Call to Order on Tuesday, January 20, 2026

2. Pledge of Allegiance

3. Approval of Agenda

Action: Motion to Approve, Request Comments, Voice Vote

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

There is a 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. No commission action will be taken during this agenda item. Any requested action item may be scheduled for a future meeting date.

5. Consent Agenda Items

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

A. Minutes

Documents:

[01-06-2026 County Commission minutes.pdf](#)

B. Travel & Education Requests

Documents:

[Travel Requests.pdf](#)

C. Personnel Action Notices

Documents:

[Personnel Action Notice Report 01202026.pdf](#)

D. Cellular Authorizations

E. Human Services Report

Documents:

[Human Services Report.pdf](#)

6. Routine Business

A. Approval of Claims

Action: Motion to Approve, Comments, Roll Call

Documents:

[1.15.26 CC CLAIMS.pdf](#)
[1.20.26 claims.pdf](#)
[1.8.26 DEPT OF REV.pdf](#)

B. Department Head Reports

i. Community Health - Jen Burns

Documents:

[Comm Health Report.pdf](#)

ii. County Development Department

Documents:

[County Dev - PowerOn Midwest.pdf](#)

C. Finance Officer's Report - December 2025

Documents:

[Finance Officer Report.pdf](#)

i. Be it Noted Items:

Action: Note Items for Minutes

- a. Auditor's Account with the Treasurer
- b. Payroll & Additive Totals
- c. Highway Expenditure Report
- d. Register of Deeds Statement of Fees Collected

D. Annual Be it Noted Items

Action Noted items to be listed in the minutes

i. 2026 Wage Listing

Documents:

[2026 Wage Listing.pdf](#)

ii. Volunteers listed for work comp purposes

Documents:

[Volunteers.pdf](#)

a. Range Safety Officers at BCOAC

b. Severe Weather Storm Spotters

7. Scheduled Agenda Items - 9:00 AM

- A. Second Reading & Public Hearing on Ordinance #2026-01: an Ordinance Providing for the Adoption of the 2021 International Building Code and 2021 International Residential Code.

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

Documents:

[Ord 26-01 2021 Building Code.pdf](#)

- B. Elkton Water/Sewer Improvements - Jeff McCormick with SPN Helms Engineers & Surveyors.

Documents:

[Elkton Infrastructure Improvements.pdf](#)
[217th St, 486th Ave Improvements Estimate.pdf](#)

- i. Action to approve Agreement #26-07: a contract with SPN and Associates for professional services for the street reconstruction of 217th Street (North Drive).

Action: Motion to Approve, Comments, Roll Call

Documents:

[Agr 26-07 217th St Improvements Agreement.pdf](#)

- C. Presentation of 2024 Audit - Cassi Chase, Legislative Audit

Documents:

[Board of Gov Letter.pdf](#)
[Management Letter.pdf](#)
[Schedule of Comments.pdf](#)

- i. Action to authorize Chairperson Hostler to sign the Letter of Representation for the 2024 Audit.

Action: Motion to Approve, Comments, Voice Vote

Documents:

[Rep Letter.pdf](#)

8. Regular Business

- A. Action to approve Resolution #26-05: a Resolution Setting Weight Limit Enforcements on Brookings County Highways.

Action: Motion to Approve, Comments, Roll Call

Documents:

[Res 26-5 Highway Weight Limits.pdf](#)

- B. Action to approve Agreement #26-08: an Enterprise Software Cost Share Agreement between Brookings County, the City of Brookings, and Brookings Municipal Utilities.

Action: Motion to Approve, Comments, Roll Call

Documents:

[Agr 26-08 Enterprise Software.pdf](#)

- C. Action to approve the Johnson Controls proposal for the Brookings City & County Government Center chiller and boiler replacement.

Action: Motion to Approve, Comments, Roll Call

Documents:

[Johnson Controls Gov Center Proposal.pdf](#)

- D. Action to approve the "Request for State Aid for Salary of County Veterans Service Officer."

Action: Motion to Approve, Comments, Voice Vote

Documents:

[Request for VSO State Aid.pdf](#)

- E. Action to automatically supplement for unanticipated expenses incurred and reimbursement made to Brookings County in the amount of \$160,057.95, for reimbursement for the Samara Avenue Project, to GL line 201-4-311-4226.

Action: Motion to Approve, Comments, Voice Vote

Documents:

[Automatic Supplement - Samara Ave.pdf](#)

9. Commission Department Director Report

Documents:

[Commission Dept Report.pdf](#)
[Veterans Service Report.pdf](#)
[Surplus Cash Analysis.pdf](#)
[Rumble Strips, Stop Signs, Soybean Plant.pdf](#)
[United Way Invitations.pdf](#)

10. States Attorney's Office Report

11. Commissioner Reports and Discussion Items

A. Correspondence Received

Documents:

[DANR to KC Dairies 2026-01-08.pdf](#)

[DANR to Hammink Dairy 2026-01-08.pdf](#)

12. Executive Session - in accordance with SDCL §1-25-2(3): consulting with legal counsel

Action: Motion to Enter into Executive Session, Voice Vote

Action: Chair Declares Board Out of Executive Session

13. Strategic Plan Review

Documents:

[Brookings County Strategic Plan.pdf](#)

14. Adjournment

Action: Motion to Approve, Voice Vote

15. Jail Tour

16. Public Notices

- *January 14, Wednesday: PowerOn Midwest Open House, 4:00-6:00 PM, Brookings Inn & Convention Center*
- *January 19, Monday: Offices closed in honor of the Martin Luther King Jr. holiday*
- *January 21, Wednesday: Brookings Day at the Capitol, Pierre*
- *January 27, Tuesday: Bid Opening for Annual Highway Bids, 2:30 PM, Commission Office*
- *February 5, Thursday: Mental Health First Aid Training, 8:00 AM - 5:00 PM, Dakota Nature Park, registration through United Way*
- *February 16, Monday: Offices closed in honor of the Presidents Day holiday*
- *February 18, Wednesday: 2026 Stronger Together, Building Assets for Brookings, a Day for Suicide Prevention, 8:00 AM - 1:00 PM, Dacotah Bank Center, registration through United Way*
- *February 26, Thursday: Towns & Townships Meeting, 10:00 AM, BCOAC*

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

BROOKINGS COUNTY COMMISSION MEETING

TUESDAY, JANUARY 6, 2026

The Brookings County Board of County Commissioners met in regular session with the following members present: Larry Jensen, Kelly VanderWal, Shawn Hostler, Doug Post and Dave Miller.

CALL TO ORDER

Finance Officer Lori Schultz called the meeting to order at 8:30 a.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF AGENDA

Motion by Post, seconded by Miller to approve the agenda for the January 6, 2026 Commission Meeting. All members present voted “aye.” Motion carried.

REORGANIZATION OF THE BOARD

Motion by VanderWal, seconded by Jensen to appoint Shawn Hostler as Chairperson for 2026. All members voted “aye.” Motion carried.

Motion by Post, seconded by Miller to appoint Kelly VanderWal as Vice-Chairperson for 2026. All members voted “aye.” Motion carried.

CITIZEN INVITATION

No one signed in to speak to the board.

CONSENT AGENDA ITEMS

Motion by Post, seconded by VanderWal to approve the consent agenda. Roll call vote: VanderWal “aye,” Post “aye,” Miller “aye,” Jensen “aye,” Hostler “aye.” Motion carried.

The consent agenda consisted of the minutes from December 16, 2025 Commission Meeting.

Travel Requests: DJ Reker to attend training on December 18, 2025 in Aberdeen; Commissioners, Department Heads and/or their designee to attend the Legislative Session in Pierre; Commissioners, Department Heads (or designees) to attend Brookings Day at the Capitol on January 21, 2026 in Pierre; Commissioners, Department Heads and/or designees to attend Sioux Valley Commissioners/10 -County Meetings for 2026 in April, August and November in Kingsbury

County, Hamlin County, and Moody County; Kristen Witchey & Stacy Steffensen to attend 2026 SoDak SHRM State Conference on April 29th - May 1st in Oacoma, SD.

Personnel Action Notices: new hire- Equipment Operator Joshua Reeser at \$23.90, effective December 29, 2026; new hire - Part-time HR Assistant Madison Westall at \$22.28, effective January 5, 2026.

Human Services Report: case #25-70 for burial was approved; case #25-71 for rent was approved; case #25-74 for rent was approved; case #25-75 for rent was denied; case #25-77 for burial was approved.

ROUTINE BUSINESS

Approval of Claims

Motion by Jensen, seconded by VanderWal to approve the following claims. Roll call vote: Post "aye," Miller "aye," Jensen "aye," VanderWal "aye," Hostler "aye." Motion carried.

605 Custom Design LLC, Logo Apparel, \$412.00; A&B Business Inc, Copier Contract, \$701.47; A-i Computer Solutions, HDMI To Displayport Active Adap, \$159.98; ABM Manufacturing LLC, 3x5x3/4" Tube, \$35.00; Access Health-Brookings, Inmate Lienable Clinical Visit, \$1,150.00; Amazon Capital Services, Pipe Heating Cables, Key Holder/Cordless Vacuum, Toner For Veteran Service Office, Deputy/Jail/Admin Supplies, \$664.64; Asure Operations, LLC, Jobs Listed-Hireclick/Unlimited Jobs, \$149.00; Aurora Auto Body & Glass, Patrol Vehicle Repair, \$453.36; Aurora Quick Stop, Deputy Fuel, \$800.02; Banner Associates, Prof Services-Medary Twp Big Sioux River Diversion Channel, Str06-280-172, Str06-320-118, 214th Feasability/H&H Study, Str06-240-123/141, Str06-227-230, \$20,123.02; Bowes Construction, Samara Ave Project, \$88,914.95; Brookings City Utilities, Monthly Utilities/Fees, BCOAC Utilities/Irrigation, Western Ave/Swiftel, Water For Truck Shed, Courthouse/Lawn Irrigation, \$10,135.22; Brookings County Finance Office, Title&Reg 2026 Freightliner, \$28.70; Brookings County Food Pantry, 2026 Funding, \$7,000.00; Brookings-Deuel Rws, Bruce Shop, \$35.10; CC&F Retail, Inc, Refund Pkg Off Sale Liquor License, \$500.00; Century Business Products, Copier Contract, Copy Fees, \$758.16; CHS, Fuel Statement, \$6,318.46; Cook's Wastepaper & Recycling, Main/White Shop, \$273.13; Cornerstone Detention Products, Jail Repairs/Maintenance, \$2,332.50; Courtesy Plumbing Inc, Zurn Cartridge For Sink In 210, \$50.00; Den-Wil Inc, Jan Community Health Rent, \$1,050.00; Dmc Wear Parts, Cutting Edges, \$2,588.09; Eidsness Funeral Home, COP Burial, \$3,000.00; Ekern Home Equipment Co, Toiler Repair/Labor/Replacement, \$678.38; Eureka Township, Gopher Bounty Program, \$37.50; Fastenal Company, Filters For Courthouse, \$61.46; Fedex, Postage, \$19.70; First Bank & Trust, Dlvr.It Pro Annual, \$129.50; Fite & Pierce Law Office, Court Appointed Attorney, \$3,424.00; Foerster Distributing, Courthouse Janitorial Items, \$267.00; Fox Law Firm, PLLC, CAA Involuntary MI Hearing, \$225.57; GE Software Inc dba Ekos, 2026 Annual Contract, \$4,296.00; Jennifer Goldammer, Court Appointed Attorney, \$4,803.50; Patricia J Hartsel, Transcripts, \$944.50; Health Reimbursement, Health Reimbursement, \$120,800.00; Hillyard/Sioux Falls, Jail Janitorial Supplies, \$93.90; Hometown Service & Tire, Repairs-2007 Durango, \$261.64; Hy-Vee Food Store, Zoning Meeting Refreshments, \$14.98; Innovative Office Solutions, Treas Daily Balance Book, \$963.33; Kent

C Jensen, Santa, \$50.00; Johnson Controls Building, Service Agrmnt 12/1/25-5/31/26, \$21,202.23; Katterhagen, Mark, Inv MI Hearing, \$30.00; L&L Auto & Truck Parts, Battery Maintainer, \$16.77; L.G. Everist Inc, Icing Sand Tickets, \$3,431.75; Val Larson, Involuntary MI Hearing, \$30.00; Lowe's, Duramax/Whitewood, Maintenance Items For Courthouse, \$340.60; Manatron Inc, Marshall&Swift Rate Tables, \$6,706.76; Master Burn, Winterize Pressure Washer, \$169.58; Mediacom LLC, Courthouse Wifi, \$181.94; Michaels Fence & Supply, Gate Repair/Service, \$430.10; Minnehaha County JDC, 2025 JUV Housing Costs, \$296.14; Mix Dry Cleaners, Tablecloth Dry Cleaning, \$380.00; Moriarty Rentals, COP Rent, \$650.00; Nancy J Nelson, Court Appointed Attorney, \$1,761.60; North American Banking, Postage Machine Rental, \$360.00; Northwestern Energy, Monthly Utilities/Fees, Courthouse Natural Gas Usage, \$1,855.59; Nutrien Ag Solutions, Inc, Tree Chemical Killer, \$3,839.12; Oakwood Township, Gopher Bounty Program, \$594.00; Office Peeps Inc, Office Supplies, Batteries, File Folders, Tape, Thermal Paper, Ink, Envelopes, \$742.50; Oslo Township, Gopher Bounty Program, \$112.50; Outlaw Graphics, Graphics For Archery Range, \$310.00; Perry Electric Inc, Motorized Door Maintenance, \$600.00; Pheasantland Industries, Safety Apparel, \$1,620.70; PJ Iowa Lc, Meals For 12/11 PPCC/POD Mtg, \$102.45; Ramkota Hotel, Hotel Rooms, \$697.00; Razors Edge Grounds Keeping, Landscape Maint/Snow Removals/Nov Courthouse Grounds Maintenance, \$4,137.50; Reassurance Solutions, LLC, Jail Supplies/Data Monitor, \$6,000.00; Reserve Account, Postage, \$5,000.00; Robby's Auto Shop, Patrol Vehicle Maint/Repairs, \$241.49; Rude's Funeral Home Inc, COP Burial, \$3,000.00; Running's Supply Inc, Ammo/Tape Measure, Maintenance Items For CH, Softener Salt, \$207.49; Satellite Tracking Of People, GPS Monitoring, \$399.75; Schneider Geospatial LLC, 1st Quarter-Beacon Hosting/Maintenance, \$7,554.80; Schultz, Lori, 10-County Meeting Mileage, \$56.00; SD Assn Of Co Weed & Pest, Membership, \$75.00; SD Dept Of Revenue, Distress Warrant, OAC Sales & Use Tax Dec 2025, \$2,183.08; SD Planners Association, 3 Membership Dues, \$150.00; SD Sheriff's Association, 2026 Dues, \$1,531.25; SDACC, 2026 Membership Dues, \$9,001.00; SDML Workers' Comp Fund, 2026 Renewal Billing, \$126,984.00; Sign Solutions USA, Bridge Markers, \$2,570.71; Sioux Valley Cleaners Inc, December Janitorial For WIC, \$478.00; State Bar Of South Dakota, Derrick Johnson/Austin Oxner/Dan Nelson-2026 Bar Dues, \$1,400.00; Team Laboratory Chemical, Base One Totes, \$30,800.00; Teesdale Law Office PLLC, Court Appointed Attorney, \$1,386.00; Timmons Construction Inc, Highway Shop Remove/Replace, \$6,078.58; Town Of Sinai, 2025 Nov Sewer/Dec Garbage, \$66.00; Trinity Services Group, Inc, Inmate Meal Services, \$13,109.05; Trittech Software System, Central Square Software Upgrad, \$1,560.00; Truenorth Steel, Culverts-County Road 1, \$2,800.00; Turnwell Mental Health Of South Dakota, Case&File Review, Consult Ag, \$4,356.25; Tyler Technologies, Vetraspec State Solution Renewal, \$951.88; Verizon Wireless, Toughbook USB Hwy Dept Tablet, \$80.14; Vlex Fast Case, Inmate Law Library-Digital, \$500.00; Wageworks Inc, Healthcare-Benefit Period December, \$541.15; Walburg, Duane, Anima Control Mileage, \$70.38; Warrior Monk Academy LLC, Enhanced Concealed Carry Renewal, \$542.00; Windsor Estates, COP Rent, \$295.00; Kristin A Woodall, Transcripts, \$137.20; WW Tire Service Inc, Patrol Vehicle Maint/Repairs, \$2,601.08; Brookings City Utilities, Phone Service, COP Utilities, Monthly Utilities/Fees, Telephone For Office, \$1,155.35; Northwestern Energy, Natural Gas For Truck Shed, \$136.98; City Of Brookings, Oct 2025 E911 Money From State, \$51,246.88; SD Dept Of Revenue, Sale & Use Tax Return, \$776.24.

Department Head Reports

Highway Superintendent Brian Gustad said his department has been working on tree removal. Gustad said the annual bid opening for supplies and materials will be Tuesday, January 27th at 2:30 p.m. Gustad presented inventory totals to the board.

Sheriff Marty Stanwick said there are 38 inmates in jail and 93 individuals participating on the 24/7 sobriety program.

Stanwick said he will present a year-end report at the next meeting.

Finance Officer Lori Schultz said tax bills have been mailed to each property owner. Schultz reminded the public of the Disabled Veteran and Surviving Spouse program, as well as the Senior Citizens and Disabled Tax Assessment Freeze program.

Schultz said the deadline for filing nominating petitions for the primary election is March 31st by 5:00 p.m. She said if you are running as an independent candidate, your petition is due April 28th by 5:00 p.m. Schultz said she will be retiring sometime in 2026, so that position will also be available for someone to run for the remaining two years of her term.

County Development Director Robert Hill said there was a question at the last meeting regarding a \$14,000 payment from the disaster recovery fund. He said that payment was for the pre-mitigation plan.

Hill said he would like the Drainage Board to meet sometime to discuss the correspondence they've received regarding the Big Sioux River Drainage project. By consensus, the board agreed to meet as the Drainage Board at the first meeting in February.

Hill discussed upcoming dates.

REGULAR BUSINESS

The Commission held the First Reading of Ordinance #26-01: an Ordinance Providing for the Adoption of the 2021 International Building Code and 2021 International Residential Code.

The Second Reading and Public Hearing is scheduled for Tuesday, January 20, 2026 at 9:00 A.M.

Motion by Post, seconded by Miller to approve and authorize Chairperson VanderWal to sign Resolution #26-01: a Resolution Setting Pay for Election Officials in 2026.

Roll call vote: Miller "aye," Jensen "aye," VanderWal "aye," Post "aye," Hostler "aye."
Motion carried.

RESOLUTION #26-01

A RESOLUTION SETTING PAY FOR ELECTION OFFICIALS IN 2026

WHEREAS, it may be necessary to appoint election officials in 2026, and

WHEREAS, pursuant to SDCL 12-15-11, the fee paid to election officials shall be established annually by the Board of County Commissioners at its first meeting of the year.

NOW THEREFORE BE IT RESOLVED, by the Brookings County Board of County Commissioners, that for the year 2026, election officials shall be paid as follows:

Vote Center Deputy	\$16.00 per hour
Vote Center Superintendent	\$16.50 per hour
Post-Election Audit Official	\$16.00 per hour
Election School Attendance	\$25.00
“On Call” Election Officials	\$50.00

Passed and approved this 6th day of January 2026.

Shawn Hostler
 Chairperson
 Brookings County Commission

ATTEST:

Lori Schultz
 Finance Officer
 Brookings County

Motion by Jensen, seconded by VanderWal to approve and authorize Chairperson VanderWal to sign Resolution #26-02: a Resolution Setting Vote Center Locations for Countywide Elections. Background information was provided by Finance Specialist Jenna Baker.

Roll call vote: Jensen “aye,” VanderWal “aye,” Post “aye,” Miller “aye,” Hostler “aye.” Motion carried.

RESOLUTION #26-02

A RESOLUTION SETTING VOTE CENTER LOCATIONS FOR COUNTYWIDE ELECTIONS

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

THEREFORE BE IT RESOLVED, by the Brookings County Board of Commissioners that the Vote Center locations are as follows:

Aurora Impact Church	201 E Pine Street, Aurora, SD 57002
Bethel Baptist Church Area 1	714 17 th Avenue S, Brookings, SD 57006
Bethel Baptist Church Area 2	714 17 th Avenue S, Brookings, SD 57006
Brookings Activity Center	320 5 th Avenue, Brookings, SD 57006
Bruce Community Club	409 Jefferson Street, Bruce, SD 57220
Elkton Community Center	109 N Elk Street, Elkton, SD 57026
Holy Life Tabernacle	241 Mustang Pass, Brookings, SD 57006
Volga Community Center	109 Samara Avenue, Volga, SD 57071
White McKnight Hall	228 W Main Street, White, SD 57276

ALSO THEREFORE BE IT RESOLVED that this Resolution supersedes all previous resolutions pertaining to Vote Center locations.

Dated this 6th day of January, 2026.

Shawn Hostler
Brookings County Commission

ATTEST:

Lori Schultz
County Finance Officer

Motion by Post, seconded by Miller to approve and authorize Chairperson VanderWal to sign Resolution #26-03: a Resolution Setting Meeting Pay and Per Diem Rates for Volunteer County Boards for 2026.

Roll call vote: VanderWal “aye,” Post “aye,” Miller “aye,” Jensen “aye,” Hostler “aye.”
Motion carried.

RESOLUTION #26-04
A RESOLUTION SETTING MEETING PAY AND PER DIEM RATES
FOR VOLUNTEER COUNTY BOARDS FOR 2026

Be it resolved by the governing body of Brookings County, South Dakota:

That the official meeting pay and per diem rates are in effect for the year 2026 and become effective January 6, 2026.

Meeting Pay:

Weed Board Members:	\$40.00 per meeting
Zoning Board Members:	\$75.00 per meeting
Extension Board Members:	\$40.00 per meeting

Mileage

Reimbursed according to approved county policy which follows the current state rates.

Per Diem

Reimbursed according to approved county policy which follows the current state rates.

Passed and approved this 6th day of January, 2026

Shawn Hostler
Brookings County

Motion by Post, seconded by Jensen to approve and authorize Chairperson VanderWal to sign Resolution #26-04: a Resolution Establishing Hours of Operation for Brookings County Offices. Background information was provided by Commission Department Director Stacy Steffensen.

Roll call vote: Post “aye,” Miller “aye,” Jensen “aye,” VanderWal “aye,” Hostler “aye.”
Motion carried.

RESOLUTION #26-04
A RESOLUTION ESTABLISHING HOURS OF OPERATION
FOR BROOKINGS COUNTY OFFICES

WHEREAS, SDCL 7-7-2 requires the Board of County Commissioners to establish the hours of operation for each county government office, except for the offices of the Sheriff and State's Attorney.

THEREFORE, BE IT RESOLVED by the Brookings County Board of Commissioners that the hours of 8:00 AM to 5:00 PM, Monday through Friday of each week, excluding holidays, are the standard business hours for most county departments, with the exception of the Brookings County Sheriff's Department and State's Attorney's Office.

BE IT FURTHER RESOLVED that due to the unique demands of the Brookings County Highway Department, primarily due to weather, the Highway Superintendent may establish a summer schedule (7:00 AM to 5:30 PM, Monday through Thursday) and a winter schedule (7:00 AM to 3:30 PM, Monday through Friday) for hours of operation; and

BE IT FURTHER RESOLVED that due to the unique demands of the Brookings County Weed & Pest Department the Weed & Pest Supervisor may establish a summer schedule based on the weather conditions. The Weed & Pest Supervisor's winter schedule for hours of operation are 7:00 AM to 3:00 PM, on Tuesdays;

BE IT FURTHER RESOLVED that due to the unique demands of the Brookings County Outdoor Adventure Center, the Director of the Outdoor Adventure Center may establish a schedule for hours of operation to accommodate the public use of the ranges and other events; and

BE IT FURTHER RESOLVED that every county government department shall post its hours of operation on the Brookings County website.

BE IT FURTHER RESOLVED that it is the policy of Brookings County to remain open during inclement weather except under the most extreme conditions. In such events, the Chairperson of the Board of County Commissioners or their designee may recommend closure due to traffic safety considerations.

BE IT FURTHER RESOLVED that Resolution #26-04 supersedes all previous resolutions pertaining to hours of operation for Brookings County Departments.

Dated this 6th day of January 2026.

Shawn Hostler
Chairperson
Brookings County

ATTEST:

Lori Schultz
Finance Officer
Brookings County

Motion by Post, seconded by Jensen to approve and authorize Chairperson VanderWal to sign Abatement #25-16: an Abatement Application made by Courtney Shyne for parcel #40999-00005-030-00 in the amount of \$218.54, plus a Brookings City special assessment of \$1,781.24.

Roll call vote: Miller "aye," Jensen "aye," VanderWal "aye," Post "aye," Hostler "aye."
Motion carried.

Motion by Post, seconded by VanderWal to approve and authorize Chairperson VanderWal to sign Agreement #26-01: the 2026 Roberts County Jail Bed Per Diem contract. Background information was provided by Sheriff Marty Stanwick.

Roll call vote: Jensen “aye,” VanderWal “aye,” Post “aye,” Miller “aye,” Hostler “aye.”
Motion carried.

Motion by Jensen, seconded by VanderWal to approve and authorize Chairperson VanderWal to sign Agreement #26-02: a Juvenile Detention Center agreement between Brookings County and Beadle County.

Roll call vote: VanderWal “aye,” Post “aye,” Miller “aye,” Jensen “aye,” Hostler “aye.”
Motion carried.

Motion by Post, seconded by VanderWal to approve and authorize Chairperson VanderWal to sign Agreement #26-03: an Election Agreement for Brookings County. Background information was provided by Finance Officer Lori Schultz.

Roll call vote: Post “aye,” Miller “aye,” Jensen “aye,” VanderWal “aye,” Hostler “aye.”
Motion carried.

Motion by Miller, seconded by Post to approve and authorize Chairperson VanderWal to sign Agreement #26-04: a Short Form Agreement between the Brookings County Highway Department and Banner Associates, Inc. for design and bidding services for SN 06-153-200. Background information was provided by Highway Superintendent Brian Gustad.

Roll call vote: Miller “aye,” Jensen “aye,” VanderWal “aye,” Post “aye,” Hostler “aye.”
Motion carried.

Motion by Post, seconded by VanderWal to approve and authorize Chairperson VanderWal to sign Agreement #26-05: a Short Form of Agreement between the Brookings County Highway Department and Banner Associates, Inc. for design and bidding services for SN 06-248-040.

Roll call vote: Jensen “aye,” VanderWal “aye,” Post “aye,” Miller “aye,” Hostler “aye.”
Motion carried.

Motion by Post, seconded by Jensen to approve and authorize Chairperson VanderWal to sign Agreement #26-06: a Short Form of Agreement between the Brookings County Highway Department and Banner Associates, Inc. for design and bidding services for SN 06-320-235.

Roll call vote: VanderWal “aye,” Post “aye,” Miller “aye,” Jensen “aye,” Hostler “aye.”
Motion carried.

Motion by Miller, seconded by Post to approve the Brookings Register, Volga Tribune, Tri-City Star, and Elkton Record as the legal papers of Brookings County for 2026. Background information was provided by Commission Department Director Stacy Steffensen.

All members voted “aye.” Motion carried.

Motion by Post, seconded by Miller to approve the official depositories for Brookings County funds and moneys for 2026 as follows: Richland State Bank, BankStar Financial, Citizens State Bank, First Bank & Trust of Brookings, Dacotah Bank, First Interstate Bank, and Central Bank.

All members voted "aye." Motion carried.

Motion by Post, seconded by Jensen to approve the Rural Access Infrastructure Funding Application for 2026 for Aurora Township. Background information was provided by Commission Department Director Stacy Steffenen.

Roll call vote: Post "aye," Miller "aye," Jensen "aye," VanderWal "aye," Hostler "aye."
Motion carried.

Motion by Post, seconded by VanderWal to approve the Rural Access Infrastructure Funding Application for 2026 for Eureka Township.

Roll call vote: Miller "aye," Jensen "aye," VanderWal "aye," Post "aye," Hostler "aye."
Motion carried.

Motion by Post, seconded by Jensen to approve the Rural Access Infrastructure Funding Application for 2026 for Laketon Township #1.

Roll call vote: Jensen "aye," VanderWal "aye," Post "aye," Miller "aye," Hostler "aye."
Motion carried.

Motion by Post, seconded by VanderWal to approve the Rural Access Infrastructure Funding Application for 2026 for Laketon Township #2.

Roll call vote: VanderWal "aye," Post "aye," Miller "aye," Jensen "aye," Hostler "aye."
Motion carried.

Motion by Post, seconded by Miller to approve the Rural Access Infrastructure Funding Application for 2026 for Oak Lake Township #1.

Roll call vote: Post "aye," Miller "aye," Jensen "aye," VanderWal "aye," Hostler "aye."
Motion carried.

Motion by Jensen, seconded by Post to approve the Rural Access Infrastructure Funding Application for 2026 for Oak Lake Township #2.

Roll call vote: Miller "aye," Jensen "aye," VanderWal "aye," Post "aye," Hostler "aye."
Motion carried.

Motion by Post, seconded by VanderWal to approve the Rural Access Infrastructure Funding Application for 2026 for Oak Lake Township #3.

Roll call vote: Jensen "aye," VanderWal "aye," Post "aye," Miller "aye," Hostler "aye."
Motion carried.

Motion by VanderWal, seconded by Miller to approve the Rural Access Infrastructure Funding Application for 2026 for Sterling Township.

Roll call vote: VanderWal “aye,” Post “aye,” Miller “aye,” Jensen “aye,” Hostler “aye.”
Motion carried.

Motion by Post, seconded by VanderWal to approve the Rural Access Infrastructure Funding Application for 2026 for Volga Township.

Roll call vote: Post “aye,” Miller “aye,” Jensen “aye,” VanderWal “aye,” Hostler “aye.”
Motion carried.

Motion by Post seconded by Miller to approve and authorize Chairperson VanderWal to sign a Request to Fill Vacancy for four (4) temporary election workers in the Finance Department. Background information was provided by Finance Specialist Jenna Baker.

All members voted “aye.” Motion carried.

Motion by Post, seconded by VanderWal to approve cell phone reimbursements for 2026. Background information was provided by Commission Department Director Stacy Steffensen.

All members voted “aye.” Motion carried.

Motion by Post, seconded by VanderWal to approve and authorize Chairperson VanderWal to sign the Brookings County Media Relations Policy. Background information was provided by Commission Department Director Stacy Steffensen.

All members voted “aye.” Motion carried.

Motion by Post, seconded by VanderWal to approve and authorize Chairperson VanderWal to sign the Exempt Employee Compensation Policy in 27-Pay-Period. Background information was provided by Commission Department Director Stacy Steffensen.

All members voted “aye.” Motion carried.

Motion by Post, seconded by Miller to approve Board Appointments and Liaison Assignments for 2026.

All members voted “aye.” Motion carried.

2026 BOARD APPOINTMENTS

2026

COMMITTEE/BOARD/DEPARTMENT

Hostler	BCOAC Advisory Board (monthly)
Jensen	BCOAC Advisory Board
Miller	Brookings Area Transit Authority (BATA) (quarterly)
Miller	Brookings County Regional Road Authority (as needed)
Post	Brookings County Regional Railroad Authority
Hostler	Brookings Regional Growth Alliance
Miller	Brookings Economic Development Corp - Alternate
Post	Brookings County Extension Board (quarterly)
Miller	Domestic Abuse Shelter
Miller	Brookings Behavioral Health & Wellness Board

Hostler	East Central Regional Communications Council (quarterly)
VanderWal	East Central Regional Communications Council
VanderWal	First District Association of Local Governments
Hostler	Growth Partnership Board
Jensen	Hospital Board - Ex-Officio
Miller	Housing & Redevelopment Commission
Miller	Inter-Lakes Community Action -Governing Board (bi-monthly)
Jensen	Joint Powers Board (quarterly)
Steffensen	Joint Powers Board
Jensen	Intergovernmental Meeting Group (quarterly)
VanderWal	Intergovernmental Meeting Group
Hostler	Local Emergency Planning Committee (LEPC) (quarterly)
VanderWal	Planning & Zoning Board Member (monthly)
Post	Planning & Zoning Board Member - Alternate
Hostler	Public Affairs Committee (monthly)
Post	Weed & Pest Board Member (quarterly)
Hostler	Youth & Family Services - Advisory Board for JDC
Hostler	Juvenile Detention Alternatives Initiative (JDAI)
Jensen	Medary Township Drainage
Post	Medary Township Drainage
Jensen	Samara Avenue Project
VanderWal	Samara Avenue Project
Jensen	214 th Street Project
VanderWal	214 th Street Project
Dave Erickson	County Coroner
Sheriff Stanwick	Deputy County Coroner
All Deputies	Deputy County Coroners
Gustad	Highway Superintendent - 2-year appointment

DEPARTMENT LIAISONS

Jensen	BCOAC
Post	Community Health
Hostler	Emergency Management
VanderWal	Equalization
Post	Extension
Post	Finance Office
Jensen	Highway
Miller	Register of Deeds
Hostler	Sheriff/Detention Center
Hostler	States Attorney/Courthouse/Human Services
Post	Weed & Pest
VanderWal	Zoning/Drainage

Commission Department Director Stacy Steffensen presented the Commission Department Director's Report. Steffensen said the strategic plan could use a concentrated review and recommended scheduling a work session to work on it. By consensus, the board agreed to schedule a work session on Tuesday, January 20th.

Steffensen said the commission received an invitation for the Volga Fire Department County Feed on Monday, January 12th at 5:30 p.m. and an invitation for the PowerOn Midwest Open House on Wednesday, January 14th from 4:00 p.m. to 6:00 p.m.

Steffensen discussed upcoming dates.

States Attorney Dan Nelson said he will present an end-of-year report at the first meeting in February.

COMMISSIONERS' REPORTS & DISCUSSION ITEMS

Commissioner VanderWal attended the East Brookings Business Annual meeting.

Commissioner Post had nothing to report.

Commissioner Miller had nothing to report.

Commissioner Jensen attended a Conservation District meeting and attended the East Brookings Business Annual meeting.

Commissioner Hostler attended a BEDC Board meeting; attended a Brookings Regional Growth Alliance CEO Search meeting; attended a Brookings Regional Growth Alliance Board meeting; attended a Dakota BioWorx Announcement.

ADJOURNMENT

Motion by Jensen, seconded by VanderWal to adjourn the meeting. All members voted "aye." Motion carried. The next regular scheduled meeting is Tuesday, January 20, 2026 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 Baker
Finance Specialist
Brookings County

Brookings County

Travel / Education Request Form

Name(s): Sonia Mack

Department: Brookings County Extension Position(s): 4-H Youth Educator

Date(s)	Beginning Odometer	Ending Odometer	Destination
1/16, 2/18, 3/18			Watertown, SD

Reason for Travel:

NE 4-H Educators Collaboration

Passengers:

Estimated Expenses:

- Method of Travel: County Vehicle Private Auto

306 Miles @ \$ 0.70 /per mile = \$ 214.20

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

0 Lunch(s) @ \$ 14.00 = \$ 0.00

0 Dinner(s) @ \$ 20.00 = \$ 0.00

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

Please list: _____ = \$ _____

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

Registration (Estimated cost): _____ = \$ _____

Total Cost Estimate: = \$ 214.20

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

Sonia Mack

Department Head Signature

1/14/26

Date

Brookings County

Travel / Education Request Form

Name(s): Sonia Mack

Department: Brookings County Extension Position(s): 4-H Youth Educator

Date(s)	Beginning Odometer	Ending Odometer	Destination
2/4, 2/11, 2/18			Toronto, SD
2/20, 2/25			Toronto, SD

Reason for Travel:

Chicks in the Classroom Programming at Deubrook Elementary School

Passengers:

Estimated Expenses:

- Method of Travel: County Vehicle Private Auto

260 Miles @ \$ 0.70 /per mile = \$ 182.00

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

0 Lunch(s) @ \$ 14.00 = \$ 0.00

0 Dinner(s) @ \$ 20.00 = \$ 0.00

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

Please list: _____ = \$ _____

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

Registration (Estimated cost): _____ = \$ _____

Total Cost Estimate: = \$ 182.00

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

Sonia Mack
Department Head Signature

1/14/26
Date

Brookings County

Travel / Education Request Form

Name(s): Sonia Mack

Department: Brookings County Extension Position(s): 4-H Youth Educator

Date(s)	Beginning Odometer	Ending Odometer	Destination
2/26, 3/5, 3/26			Volga, SD
4/16, 4/30, 5/7			Volga, SD

Reason for Travel:

In-school Programming at Cambridge Colony

Passengers:

Estimated Expenses:

- Method of Travel: County Vehicle Private Auto

180 Miles @ \$ 0.70 /per mile = \$ 126.00

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

0 Lunch(s) @ \$ 14.00 = \$ 0.00

0 Dinner(s) @ \$ 20.00 = \$ 0.00

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

Please list: _____ = \$ _____

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

- Registration (Estimated cost): _____ = \$ _____

Total Cost Estimate: = \$ 126.00

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

Sonia Mack
Department Head Signature

1/14/26
Date

Brookings County

Travel / Education Request Form

Name(s): Jacob Brehmer, Reid Squires, DeAnna Berke

Department: Equalization

Position(s): Director, Deputy, Appraiser

Date(s)	Beginning Odometer	Ending Odometer	Destination
January 29, 2026			Howard, SD

Reason for Travel:

District 5 Quarterly Meeting

Passengers:

Estimated Expenses:

- Method of Travel: County Vehicle Private Auto

_____ Miles @ \$ _____ /per mile = \$ 0.00

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

_____ ³ Lunch(s) @ \$ 14.00 = \$ 42.00

_____ Dinner(s) @ \$ _____ = \$ 0.00

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

Please list: _____ = \$ _____

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

- Registration (Estimated cost): _____ = \$ _____

Total Cost Estimate: = \$ 42.00

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



Department Head Signature

1/8/2026

Date

District 5 Quarterly Meeting – Preliminary Agenda

Thursday, January 29th, 2026

Howard, SD

11:00 AM

-new employee introductions

-SB 216 Growth & 3% Cap

-intentions / market trends

-legislation

-upcoming education opportunities

Travel / Education Request Form

Name(s): Ben Rentsch

Department: Weed & Pest Position(s): _____

Date(s)	Beginning Odometer	Ending Odometer	Destination
February 17-22 2026			Deadwood, SD

Reason for Travel

Weed & Pest conference 2026

Passengers:

Paul Johnson

Estimated Expenses:

○ Method of Travel: County Vehicle Private Auto Beta Bus
758 Miles @ \$ _____ /Per mile = \$ _____

● Meals: 0 Breakfast(s) @ \$ _____ = \$ 0 = \$ 0
2 Lunch(s) @ \$ 14.00 = \$ 28.0
4 Dinner(s) @ \$ 20.00 = \$ 80.00

● Additional Expenses (taxi, parking, etc.):
 Please list: 0 = \$ 0

● Lodging (Estimated number of nights): 3 = \$ 594.00

● Registration (Estimated cost): 700.00 = \$ 700.00

Total Cost Estimate: = \$ 1,394.00

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



 Department Head Signature

12-31-2025

 Date

**2026
WEED AND PEST
CONFERENCE AGENDA**

The Lodge at Deadwood
100 Pine Crest Drive, Deadwood SD

**February 18, 2026
Wednesday**

7:00-8:30 AM Registration
 8:30 AM Weed & Pest Commission Meeting1
 9:00 AM Weed & Pest Commission Meeting2

 NOON Lunch, Pine Crest Ballroom

 1:30 PM Supervisor's Training
 Pine Crest Ballroom
 1:35 PM Program Updates
 County W&P Supervisors
 2:15 PM SDSU Extension
 Eric Jones
 2:45 PM Program Updates
 Mike Stenson – USDA APHIS

 3:00 PM Break, Pine Crest Ballroom

 3:15 PM W&P Reports
 Jeremiah Phelps – SDDANR
 3:30 PM Program Updates
 Grace Bedford – SDDANR
 3:45 PM SDSU Extension
 Greig Reicks
 4:15 PM W&P Grant Information
 Brenda Sievers – SDDANR
 4:30 PM W&P Supervisor's Meeting
 SD W&P Supervisor's Association

Dinner on your own

5:30 PM Hospitality Room Open
 Executive Suite
 6:00 PM Assoc. Exec. Board Meeting

**February 19, 2026
Thursday**

7:00- 8:00 AM Breakfast
 Registration, Pre-function

 Moderator: Nathan Jagim
 8:00 AM Welcome
 8:15 AM District Meetings
 8:45 AM Exhibitor Introductions
 9:30 AM Rangeview / Pasture Monitoring
 Craig Hossfeld – Envu

 10:00 AM Break – Visit Exhibitors

 10:30 AM Kahoot Trivia & Door Prize
 11:00 AM District 1 & District 2
 Weed Control Programs
 Chris Hemen – Brown County
 Jason McCubbin – Minnehaha Co.
 11:30 AM Play, Clean, Go / NAISMA
 Christie Millhouse
 NAISMA Executive Director

 Noon Lunch – Cottonwood Rooms

 Moderator: Ron Moehring
 1:00 PM Sanford Underground Research
 Facility – Wendy Straub
 1:30 PM EMT / First Aid
 Dustin Willett – Pennington County
 Emergency Management
 2:15 PM Nebraska Weed Control / BioControl
 Scott Erthum – Weed Superintendent
 & Nebraska BioControl Research Chair

3:00 PM Break - Visit Exhibitors

 3:30 PM Kahoot Trivia & Door Prize
 3:45 PM District 3 & District 4
 Weed Control Programs
 Brad Saltsman – Potter County
 Scott Guffey – Pennington County
 4:15 PM Consequences of Distracted &
 Impaired Driving
 Lt. Isaac Kurtz – SD Hwy. Patrol

Dinner on your own

 5:30 PM Silent Auction Ends
 Hospitality Room Opens
 Executive Suite

**February 20, 2026
Friday**

7:00-8:00 AM Breakfast
 Moderator: Tyler Page
 8:00 AM Annual Association Meeting
 Ron Moehring - President
 8:30 AM Ventanata Control in Montana
 Jane Mangold – Montana State
 University
 9:15 AM Managing Weeds in New Grassland
 Plantings
 Pete Bauman - SDSU

 9:45 AM Break - Last Chance to Visit
 Exhibitors & Thank Them

 10:15 AM Kahoot Trivia & Door Prize
 10:30 AM Forestry Update
 Dr. John Ball – SDSU / SDDANR

 Adjourn...on your own from here.

Brookings County

Travel / Education Request Form

Name(s): Matt Pillar

Department: Commission

Position(s): VSO

Date(s)	Beginning Odometer	Ending Odometer	Destination
3/1/2026			Washington, D.C.
3/4/2026			Brookings, SD

Reason for Travel:

The American Legion - Washington Conference

Passengers:

Estimated Expenses:

- Method of Travel: County Vehicle Private Auto

NA Miles @ \$ _____ /per mile = \$ 0.00

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

NA Lunch(s) @ \$ _____ = \$ 0.00

NA Dinner(s) @ \$ _____ = \$ 0.00

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

Please list: NA = \$ _____

- Lodging (Estimated number of nights): 4 = \$ 826.00

- Registration (Estimated cost): NA = \$ _____

Total Cost Estimate: = \$ 826.00

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



Department Head Signature

01/14/26

Date

Stacy Steffensen

From: Matt Pillar
Sent: Wednesday, January 14, 2026 2:00 PM
To: Stacy Steffensen
Subject: Washington Conference Travel Request
Attachments: TRAVEL REQUEST - 2026 Washington Conference.pdf

Stacy,

The below forwarded email just shows that everything but the lodging will be covered by the Legion. It's the same conference I went to last year. I attached the travel request form!

Matt Pillar

Brookings County Veterans Services
520 3rd St., Suite 220
(605) 696-8260

mpillar@brookingscountysd.gov

Accreditation #52606

Facebook: Brookings County Veterans Service Office

From: Matt Pillar <mpillar1@hotmail.com>
Sent: Wednesday, January 14, 2026 1:57 PM
To: Matt Pillar <mpillar@brookingscountysd.gov>
Subject: Fwd: Washington Conference Expense Report

Sent from my iPhone

Begin forwarded message:

From: Paul Evenson <paevenson@aol.com>
Date: January 14, 2026 at 1:24:11 PM CST
To: mpillar1@hotmail.com
Subject: Fwd: Washington Conference Expense Report

FYI

Sent from my iPhone

Begin forwarded message:

From: paevenson@aol.com
Date: January 6, 2026 at 4:37:22 PM CST

To: Kevin Morello <kmore29442@aol.com>
Subject: Washington Conference Expense Report

Kevin

I assume you received your initial call-in letter which gave you the information to book your flight, hotel room and the dates authorized for the call-in. The following information is found in your call-in letter which says by clicking on MY CALL-IN LINK you can access your expense report. That was found at the bottom of your letter.

Paul

The national commander has authorized a meeting of the above group during the 2026 Washington Conference in DC. You are authorized to attend. Your authorized dates are shown above. This letter explains your reimbursement for attending and provides details as to where to find important documents and information.

Also please attend:

- * Commander's Call – Monday afternoon, March 2
- * National Commander's Rally – Tuesday morning, March 3
- * Visit your Senator's or Congressman's office – Tuesday, March 3

Please click on the following link to confirm if you can attend:
MY CALL-IN LINK

* "My Call-In Link" will open a response page to provide your last name and membership ID number.

- You may then RSVP by clicking either "will attend" or "cannot attend." Your department contact will then receive an email indicating as such.

- The response page also has links to the following:

* "Access Reference Materials" This link takes you to our Washington Conference webpage. Scroll down to the "Additional Resources" section at the bottom of the page, where you will find:

- "2026 Washington Conference Agenda" Please use use this link to see the time and location of your meeting so you can make flight and hotel arrangements.

- Hotel reservation link

- Dress code

- Emblem Sales information

* "Complete Expense Report" - Use this to access our online expense report form. Questions on the expense report should be sent to Julio Pineda in the Finance Division -- jpineda@legion.org.

If you accept, you are expected to attend all events for which you are called. If you cannot attend, use "My Call-In Link" to decline the call.

COMPENSATION DETAILS

To help offset your volunteer expenses for attending this meeting, compensation shall be:

- * Per diem reimbursement shall be \$150 per day for the number of days shown above.
- * In addition, two days travel per diem at \$50 per day (\$100 total).
- * The national organization does not pay for your housing.

If you travel by air (or other commercial mode), reimbursement shall be:

- * Mileage at .51 cents per mile round trip from home to airport (or reimbursement of transportation thereto, with receipt).
- * Cost of airline round-trip ticket, not to exceed coach fare, from point of departure to Washington DC. - For lower airfares, you are strongly advised to book your flight 21 days or more prior to your arrival.
 - If you pay for the flight yourself, please provide a copy of ticket receipt with your expense report.
 - OR you can make your flight reservations, paid for by the Legion, through AAA Corporate Travel (instructions below). You then won't need to include your flight cost or receipt on your expense report for reimbursement.
- * Reimbursement of airline baggage fees, not to exceed two bags.
- * Payment of one round-trip cab/limo in Washington at the established rate (\$44 Reagan; \$70 Dulles, \$82 BWI) for reimbursement from airport to meeting location.

AAA Corporate Travel Instructions

The American Legion is using AAA Corporate Travel to assist with flights for authorized volunteer call-ins. Please call AAA Corporate Travel at 800-381-0971 or you may email AmericanLegion@aca.aaa.com. Please have the following items at hand to expedite processing:

- * destination

- * Change in Procedure: All Washington Conference reimbursement checks will now be issued in the Finance Office (not during your commission or committee meeting.) Please see the 2026 Washington Conference Agenda on our Washington Conference webpage for this location and times of operation – (meeting rooms change at times, so this will be the most recent information).
- * Email Julio Pineda at jpineda@legion.org with questions about the expense report. If you prefer, you can ask Julio to email you an expense report that you can print, complete by hand, and return.
- * DURING YOUR MEETING: You must answer the roll call to be reimbursed per this call letter. If you are delayed and arrive after the roll was called, you must notify the staff liaison before the meeting adjourns that you came in late and were in attendance.

You can return to MY CALL-IN LINK (above) at any time to access the expense report and the link to the Washington Conference webpage.

ADDITIONAL EXPENSE REPORT INFORMATION

*** Change in Procedure: All Washington Conference reimbursement checks will now be issued in the Finance Office (not during your commission or committee meeting.)** Please see the 2026 Washington Conference Agenda on our Washington Conference webpage for this location and times of operation – (meeting rooms change at times, so this will be the most recent information).

* Email Julio Pineda at jpineda@legion.org with questions about the expense report. If you prefer, you can ask Julio to email you an expense report that you can print, complete by hand, and return.

* **DURING YOUR MEETING:** You must answer the roll call to be reimbursed per this call letter. If you are delayed and arrive after the roll was called, you must notify the staff liaison before the meeting adjourns that you came in late and were in attendance.

Personnel Action Notice Summary

Commission Meeting: January 20, 2026

Employee Name:	Amanda Robbins				
Department:	Sheriff/Jail		Position:	Correctional Officer	
Effective Date:	01/08/2026		Salary/Wage:	\$ 25.63	
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

Employee Name:	Destiny Euceda				
Department:	Sheriff/Jail		Position:	Correctional Officer	
Effective Date:	02/01/2026		Salary/Wage:	\$ 26.14	
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

Employee Name:	Kim Huber				
Department:	Commission		Position:	General Maintenance Worker	
Effective Date:	02/01/2026		Salary/Wage:	\$ 24.12	
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

Employee Name:	Gary Neyens				
Department:	Highway		Position:	Heavy Equipment Operator	
Effective Date:	02/01/2026		Salary/Wage:	\$ 26.14	
Status:	Full Time	Part Time	Temp / Seasonal	Exempt	Non Exempt
Reason:	Performance Review	New Hire	Resignation or Termination	Status Change	

BROOKINGS COUNTY STATES ATTORNEY

Human Services - Commission Report

Printed on January 13, 2026

Reference #	Request	Recommendation	Reason	Disposition	Date	Time	With Involvement Types
HSV25-78	BURIAL	Approved	Application Approved		12/30/25	13:36	
HSV25-79	BURIAL	Approved	Application Approved		12/30/25	13:54	
HSV26-1	RENT & UTILITES	Approved	Application Approved		01/08/26	14:29	

Total Records: 3

VENDOR SET: 01 Brookings County
PACKET: 03496 1/15/26 cc claims
FUND : 101 GENERAL FUND
DEPARTMENT: 111 COMMISSIONERS

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-23573	FIRST BANK & TRUST	I-202601147568	101-4-111-4267	MAILCHIMP, COFFEE WITH VETS		13.00
DEPARTMENT 111 COMMISSIONERS					TOTAL:	13.00

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 03496 1/15/26 cc claims

FUND : 101 GENERAL FUND

DEPARTMENT: 162 DIRECTOR OF EQUALIZATION

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-23576	FIRST BANK & TRUST	I-202601147566	101-4-162-4265	FUEL		52.43
					DEPARTMENT 162 DIRECTOR OF EQUALIZATI TOTAL:	52.43

VENDOR SET: 01 Brookings County
PACKET: 03496 1/15/26 cc claims
FUND : 101 GENERAL FUND
DEPARTMENT: 165 VETERAN'S SERVICE

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-23573	FIRST BANK & TRUST	I-202601147568	101-4-165-4262	MAILCHIMP, COFFEE WITH VETS		67.00
DEPARTMENT 165 VETERAN'S SERVICE					TOTAL:	67.00

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 03496 1/15/26 cc claims

FUND : 101 GENERAL FUND

DEPARTMENT: 172 HUMAN RESOURCES

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-23574	FIRST BANK & TRUST	I-202601147567	101-4-172-4220	DRUG&ALCOHOL CLEARING HOUSE		1.25
DEPARTMENT 172 HUMAN RESOURCES					TOTAL:	1.25

VENDOR SET: 01 Brookings County
PACKET: 03496 1/15/26 cc claims
FUND : 101 GENERAL FUND
DEPARTMENT: 528 BCOAC

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-23580	FIRST BANK & TRUST	I-202601147569	101-4-528-4210	SUPPLIES FOR CHRISTMAS EVENT		101.08
01-23580	FIRST BANK & TRUST	I-202601147569	101-4-528-4260	ENVELOPES&PAGE DIVIDERS		13.33
01-23580	FIRST BANK & TRUST	I-202601147569	101-4-528-4268	SCHEDULER 1YEAR SUBSCRIPTION		120.00
01-23580	FIRST BANK & TRUST	I-202601147569	101-4-528-4230	FACEBOOK AD-CHRISTMAS EVENT		24.00
01-23580	FIRST BANK & TRUST	I-202601147569	101-4-528-4270	VEGAS FLIGHT/SHOT SHOW/HOTEL		2,166.62
DEPARTMENT 528 BCOAC					TOTAL:	2,425.03

VENDOR SET: 01 Brookings County
PACKET: 03496 1/15/26 cc claims
FUND : 101 GENERAL FUND
DEPARTMENT: 611 COUNTY EXTENSION

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-23581	FIRST BANK & TRUST	I-202601147570	101-4-611-4230	JOTFORM-ANNUAL SUBSCRIPTION R		369.58
01-23581	FIRST BANK & TRUST	I-202601147570	101-4-611-4260	MEETING MEAL SUPPLIES		64.67
01-23581	FIRST BANK & TRUST	I-202601147570	101-4-611-4261	STAMPS.COM MONTHLY CHARGE		20.99
DEPARTMENT 611 COUNTY EXTENSION						TOTAL: 455.24
FUND 101 GENERAL FUND						TOTAL: 3,013.95
REPORT GRA						TOTAL: 3,013.95

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2026	101-4-111-4267	POSTAGE	13.00	47,000	41,607.30				
	101-4-162-4265	FUEL/GASOLINE	52.43	4,200	4,147.57				
	101-4-165-4262	PROMOTIONAL	67.00	1,500	1,433.00				
	101-4-172-4220	PROFESSIONAL SERVICES	1.25	30,000	29,457.60				
	101-4-528-4210	OTHER INSURANCE	101.08	7,250	7,148.92				
	101-4-528-4230	PUBLISHING	24.00	11,500	11,476.00				
	101-4-528-4260	SUPPLIES & MATERIALS	13.33	26,000	25,534.96				
	101-4-528-4268	TECHNOLOGY	120.00	4,000	3,880.00				
	101-4-528-4270	TRAVEL & CONFERENCE	2,166.62	4,000	1,833.38				
	101-4-611-4230	PUBLISHING	369.58	4,000	3,630.42				
	101-4-611-4260	SUPPLIES & MATERIALS	64.67	8,000	7,601.68				
	101-4-611-4261	POSTAGE REIMBURSEMENT FROM	20.99	2,000	1,979.01				
		** 2026 YEAR TOTALS	3,013.95						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-111	COMMISSIONERS	13.00
101-162	DIRECTOR OF EQUALIZATION	52.43
101-165	VETERAN'S SERVICE	67.00
101-172	HUMAN RESOURCES	1.25
101-528	BCOAC	2,425.03
101-611	COUNTY EXTENSION	455.24
101 TOTAL	GENERAL FUND	3,013.95
	** TOTAL **	3,013.95

NO ERRORS

** END OF REPORT **

VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 111 COMMISSIONERS

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10376	BROOKINGS ENGRAVING	I-202601097370	101-4-111-4260	NAME PLATES		25.00
01-11020	FEDEX	I-202601127512	101-4-111-4267	POSTAGE		19.06
01-12261	OFFICE PEEPS INC	I-202601097388	101-4-111-4260	COPY PAPER		82.20
01-12503	QUALIFIED PRESORT SERVI	I-202601097325	101-4-111-4267	TAX NOTICES/POSTAGE		7,245.39
01-12503	QUALIFIED PRESORT SERVI	I-202601097383	101-4-111-4267	MAIL PICK-UP		71.31
01-23557	CHAMPION MEDIA, LLC	I-202601127561	101-4-111-4230	PUBLICATIONS		312.49
DEPARTMENT 111 COMMISSIONERS					TOTAL:	7,755.45

1/13/2026 9:39 AM DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 120 ELECTIONS

PAGE: 2
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-23039	KNOWiNK, LLC	I-202601097323	101-4-120-4222	SOFTWARE UPDATES & SUPPORT		5,375.00
					DEPARTMENT 120 ELECTIONS	TOTAL: 5,375.00

VENDOR SET: 01 Brookings County
 PACKET: 03491 1/20/26 CLAIMS
 FUND : 101 GENERAL FUND
 DEPARTMENT: 130 JUDICIAL SYSTEM

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-1	KEVIN MILLER	I-202601127400	101-4-130-4280	KEVIN MILLER: WITNESS		31.20
01-10390	BROOKINGS HEALTH SYSTEM	I-202601097378	101-4-130-4230	DEC BLOOD ALCOHOL TESTING		4,825.00
01-11847	DONALD MCCARTY	I-202601127403	101-4-130-4222	CAA CRI25-504		1,152.00
01-11847	DONALD MCCARTY	I-202601127404	101-4-130-4222	CAA CRI25-578		2,406.00
01-11847	DONALD MCCARTY	I-202601127405	101-4-130-4222	CAA CRI25-485		1,038.00
01-11847	DONALD MCCARTY	I-202601127406	101-4-130-4222	CAA CRI25-619		1,332.00
01-11847	DONALD MCCARTY	I-202601127407	101-4-130-4222	CAA CRI25-73		804.00
01-11847	DONALD MCCARTY	I-202601127408	101-4-130-4222	CAA CRI24-362		1,038.00
01-11847	DONALD MCCARTY	I-202601127409	101-4-130-4222	CAA CRI19-566		4,674.00
01-11847	DONALD MCCARTY	I-202601127410	101-4-130-4222	CAA CRI25-320		2,022.00
01-11847	DONALD MCCARTY	I-202601127411	101-4-130-4222	CAA CRI24-680		1,624.00
01-12179	NANCY J NELSON	I-202601097374	101-4-130-4222	CAA CRI25-267		932.20
01-13262	VANDENBERG LAW	I-202601127402	101-4-130-4222	CAA MAG25-192		720.00
01-13262	VANDENBERG LAW	I-202601127412	101-4-130-4222	CAA CRI24-889		750.00
01-13262	VANDENBERG LAW	I-202601127413	101-4-130-4222	CAA JUV24-120		480.00
01-13262	VANDENBERG LAW	I-202601127550	101-4-130-4222	CAA CRI24-820		501.25
01-13262	VANDENBERG LAW	I-202601127551	101-4-130-4222	CAA CRI24-894		655.00
01-17926	TIM HOGAN	I-202601127514	101-4-130-4223	CAA CRI24-266		643.54
01-20985	FITE & PIERCE LAW OFFIC	I-202601127513	101-4-130-4223	CAA JUV25-63		696.00
01-22866	BRIAN ZIELINSKI	I-202601127556	101-4-130-4222	CAA CRI25-422		1,332.00
01-22930	SOUTH DAKOTA PUBLIC HEA	I-202601097375	101-4-130-4230	DEC BLOOD TESTS/LAB SERVICES		2,815.00
01-23062	TEESDALE LAW OFFICE PLL	I-202601127544	101-4-130-4222	CAA CRI25-6		558.00
01-23389	ERIC ADOLPH	I-202601097315	101-4-130-4280	GRAND JURY 1/9/25		54.20
01-23390	TRAVIS FENSKE	I-202601097316	101-4-130-4280	GRAND JURY 1/9/25		61.20
01-23391	LISA GEBHART	I-202601097317	101-4-130-4280	GRAND JURY 1/9/25		79.40
01-23395	LINDA JOHNSON	I-202601097318	101-4-130-4280	GRAND JURY 1/9/25		57.00
01-23396	STEVEN ROBINSON	I-202601097320	101-4-130-4280	GRAND JURY 1/9/25		51.40
01-23397	STEPHANIE SICHMELLER	I-202601097321	101-4-130-4280	GRAND JURY 1/9/25		51.40
01-23429	DEBRA MCCUTCHEON	I-202601097319	101-4-130-4280	GRAND JURY 1/9/25		61.20

DEPARTMENT 130 JUDICIAL SYSTEM TOTAL: 31,444.99

VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 143 FINANCE OFFICE

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10541	CENTURY BUSINESS PRODUC	I-202601097326	101-4-143-4250	COPIER CONTRACT		98.90
01-12261	OFFICE PEEPS INC	I-202601127530	101-4-143-4260	TONERS, ELECTRIC STAPLER		259.75
01-12503	QUALIFIED PRESORT SERVI	I-202601097325	101-4-143-4290	TAX NOTICES/POSTAGE		2,000.00
01-12747	SDACO	I-202601097324	101-4-143-4220	2026 MEMBERSHIP DUES		2,002.43
01-19128	EXECUTIVE MGMT FINANCE	I-202601127509	101-4-143-4268	AUG & NOV CHARGES		116.00
01-22964	AMAZON CAPITAL SERVICES	I-202601127493	101-4-143-4260	LOCKING COVER MONEY TRAY		31.95
01-23592	COLLIER'S SECURITIES	I-202601097322	101-4-143-4220	ANNUAL CONT DISCLOSURE SERVIC		400.00
DEPARTMENT 143 FINANCE OFFICE					TOTAL:	4,909.03

VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 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-202601097377	101-4-151-4260	POST ITS/TONER/PAPER		377.26
01-12261	OFFICE PEEPS INC	I-202601127529	101-4-151-4260	TONER, STAPLES, PAPER		1,058.88
01-13370	THOMSON REUTERS - WEST	I-202601127546	101-4-151-4260	DEC WEST INFORMATION CHARGES		1,244.28
DEPARTMENT 151 STATES ATTORNEY					TOTAL:	2,680.42

VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 161 COUNTY BUILDING

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10426	BRUTTY'S UNDERGROUND SP	I-202601097381	101-4-161-4250	LAWN SPRINKLER MAINTENANCE		501.00
01-10670	COOK'S WASTEPAPER & REC	I-202601097371	101-4-161-4280	JAN 2026 COURTHOUSE SERVICE		40.70
01-12302	OTIS ELEVATOR COMPANY	I-202601097369	101-4-161-4220	COURTHOUSE ELEV MAINT SERVICE		8,300.64
01-12666	RUNNING'S SUPPLY INC	I-202601097372	101-4-161-4260	MAINTENANCE ITEMS FOR CH		32.98
01-20143	CITY OF BROOKINGS	I-202601097391	101-4-161-4243	SHARED GOVT CENTER EXPENSES		17,393.89
01-22431	RAZORS EDGE GROUNDS KEE	I-202601097386	101-4-161-4250	DEC CH GROUNDS MAINTENANCE		5,672.50
DEPARTMENT 161 COUNTY BUILDING					TOTAL:	31,941.71

VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 162 DIRECTOR OF EQUALIZATION

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-19277	ALLEGRA PRINT & IMAGING	I-202601127491	101-4-162-4260	CARDSTOCK		24.38
01-23487	VERIZON	I-202601127552	101-4-162-4220	FLEET TRACKING SUBSCRIPTION		95.88
DEPARTMENT 162 DIRECTOR OF EQUALIZATI TOTAL:						120.26

VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 163 REGISTER OF DEEDS

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12747	SDACO	I-202601097324	101-4-163-4220	2026 MEMBERSHIP DUES		1,001.22
					DEPARTMENT 163 REGISTER OF DEEDS	TOTAL: 1,001.22

VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 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-202601097388	101-4-165-4260	COPY PAPER		16.44
DEPARTMENT 165 VETERAN'S SERVICE					TOTAL:	16.44

VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 171 INFORMATION TECHNOLOGY

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-11485	TYLER TECHNOLOGIES	I-202601127393	101-4-171-4221	ACFR STATEMENT BUILDER		4,671.36
01-23197	CENTER FOR INTERNET SEC	I-202601097385	101-4-171-4221	CIS MDR+		2,520.00
01-23297	IDRIVE INC	I-202601127392	101-4-171-4221	REMOTEPG ENTERPRISE		299.50
01-23442	ENVIRONMENTAL SYSTEMS R	I-202601097389	101-4-171-4221	ESRI ENTERPRISE AGMT 1/1-12/3		49,275.00
			ARCGIS DRONE2MAP STD			
01-23465	OPG-3, INC	I-202601097387	101-4-171-4221	OPG-3 LASERFICHE		7,450.00
DEPARTMENT 171 INFORMATION TECHNOLOGY TOTAL:						64,215.86

VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 172 HUMAN RESOURCES

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10162	AVERA OCCUPATIONAL MEDI	I-202601097366	101-4-172-4220	LAB TESTING		37.70
01-12261	OFFICE PEEPS INC	I-202601097388	101-4-172-4260	COPY PAPER		10.96
01-19570	HUNGERFORD CHIROPRACTIC	I-202601097327	101-4-172-4220	INSTANT DRUG TESTING		57.00
01-23321	ORANGE TREE EMPLOYMENT	I-202601097382	101-4-172-4220	BACKGROUND CHECKS		499.65
DEPARTMENT 172 HUMAN RESOURCES					TOTAL:	605.31

VENDOR SET: 01 Brookings County
 PACKET: 03491 1/20/26 CLAIMS
 FUND : 101 GENERAL FUND
 DEPARTMENT: 211 SHERIFF'S OFFICE

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10153	AURORA AUTO BODY & GLAS	I-202601127495	101-4-211-4251	PATROL VEHICLE REPAIR		1,748.80
01-10354	BROOKINGS CITY UTILITIE	I-202601097329	101-4-211-4280	MONTHLY UTILITIES/FEES		503.60
01-10918	EINSPAHR AUTO PLAZA	I-202601127508	101-4-211-4251	PATROL VEHICLE MAINT/REPAIRS		134.70
01-11719	L&L AUTO & TRUCK PARTS	I-202601127520	101-4-211-4251	PATROL VEHICLE UPFITTING		34.98
01-11909	MARTIN OIL COMPANY	I-202601127524	101-4-211-4265	GENERATOR FUEL		176.75
01-11996	MID-STATES ORGANIZED CR	I-202601127526	101-4-211-4220	YEARLY MEMBERSHIP		150.00
01-12666	RUNNING'S SUPPLY INC	I-202601127538	101-4-211-4262	DEPUTY SUPPLIES		194.95
01-13319	WW TIRE SERVICE INC	I-202601127555	101-4-211-4251	PATROL VEHICLE MAINT/REPAIRS		1,745.18
01-19152	DAKOTA DATA SHRED	I-202601127505	101-4-211-4280	PAPER SHREDDING SERVICES		104.14
01-19277	ALLEGRA PRINT & IMAGING	I-202601127490	101-4-211-4261	ENVELOPES		218.29
01-21166	CENTURY LINK	I-202601097330	101-4-211-4280	MONTHLY UTILITIES/FEES		120.79
01-22551	M&M SERVICE	I-202601127523	101-4-211-4265	PATROL VEHICLE FUEL		67.00
01-22623	ROBBY'S AUTO SHOP	I-202601127536	101-4-211-4251	PATROL VEHICLE MAINT/REPAIRS		111.68
01-22644	TRITECH SOFTWARE SYSTEM	I-202601127549	101-4-211-4268	CENTRAL SQUARE FEE		1,920.00
01-22721	SDSU ANIMAL DISEASE RES	I-202601127542	101-4-211-4221	RABIES TEST		77.60
01-22964	AMAZON CAPITAL SERVICES	I-202601127492	101-4-211-4260	DEPUTY/JAIL/ADMIN SUPPLIES		49.99
01-23028	CUMMINS SALES AND SERVI	I-202601127504	101-4-211-4250	GENERATOR MAINTENANCE		1,501.43
01-23302	AGWRX COOPERATIVE	I-202601127488	101-4-211-4265	PATROL VEHICLE FUEL		497.58
01-23341	BOZIED CAR WASH	I-202601127498	101-4-211-4251	PATRO VEHICLE CARWASHES		200.00
01-23367	GOOD DOG LLC	I-202601127401	101-4-211-4220	REPLACEMENT CK#146440		120.00
01-23543	FAST THREADS	I-202601127510	101-4-211-4262	DEPUTY EQUIPMENT		286.70
01-23586	FIRST BANK & TRUST	I-202601097328	101-4-211-4265	JAIL SUPPLIES, DEPUTY/JAIL FU		2,950.98
				DEPUTY EQUIPMENT		
01-23586	FIRST BANK & TRUST	I-202601097328	101-4-211-4260	JAIL SUPPLIES, DEPUTY/JAIL FU		36.08
				DEPUTY EQUIPMENT		
01-23593	ARTISTIC CUSTOM BADGES	I-202601127494	101-4-211-4262	DEPUTY BADGES		1,641.40
01-23594	KARL CHEVROLET	I-202601127517	101-4-211-4340	PATROL VEHICLES		101,797.00

DEPARTMENT 211 SHERIFF'S OFFICE TOTAL: 116,389.62

VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 212 COUNTY JAIL

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10670	COOK'S WASTEPAPER & REC	I-202601097336	101-4-212-4280	GARBAGE/WASTE UTILITIES		40.57
01-11790	LEWIS DRUG STORE	I-202601127521	101-4-212-4262	INMATE LIENABLE MEDICATIONS		257.33
01-11790	LEWIS DRUG STORE	I-202601127521	101-4-212-4261	INMATE LIENABLE MEDICATIONS		462.33
01-12366	PENNINGTON COUNTY SHERI	I-202601127533	101-4-212-4271	INMATE SHUTTLE TRANSPORTATION		143.51
01-12370	PERRY ELECTRIC INC	I-202601127534	101-4-212-4250	INSPECTION		137.70
01-22601	WHEN I WORK INC	I-202601127553	101-4-212-4268	ANNUAL PLAN		1,037.60
01-23019	TRINITY SERVICES GROUP,	I-202601127548	101-4-212-4290	INMATE MEAL SERVICES		7,978.95
01-23486	SUPER COM INC	I-202601127543	101-4-212-4273	GPS TRACKING		965.82
01-23586	FIRST BANK & TRUST	I-202601097328	101-4-212-4280	JAIL SUPPLIES, DEPUTY/JAIL FU		55.82
			DEPUTY EQUIPMENT			

DEPARTMENT 212 COUNTY JAIL TOTAL: 11,079.63

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VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 213 CORONER

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ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-19149	SANFORD HEALTH	I-202601097334	101-4-213-4220	AUTOPSY/DRUG TEST		1,341.00
					DEPARTMENT 213 CORONER	TOTAL: 1,341.00

VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 215 CRIME STOPPERS

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-19123	Brookings Area Crime St	I-202601127395	101-4-215-4290	NONMANDATED FUNDS		500.00
DEPARTMENT 215 CRIME STOPPERS					TOTAL:	500.00

VENDOR SET: 01 Brookings County

PACKET: 03491 1/20/26 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT TRUST

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-23476	BROOKINGS COUNTY FIREFI	I-202601097380	101-4-221-4291	NON MANDATED FUNDS		149,600.00
DEPARTMENT 221 FIRE DEPARTMENT TRUST TOTAL:						149,600.00

VENDOR SET: 01 Brookings County

PACKET: 03491 1/20/26 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 223 DRAINAGE COMMISSION

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10204	BANNER ASSOCIATES	I-202601097354	101-4-223-4220	PROF SERVICES-MEDARY TWP		3,914.00
			BIG SIOUX RIVER DIVERSION CHANNEL DIKE			
01-12261	OFFICE PEEPS INC	I-202601127531	101-4-223-4260	MOUSE PAD		14.63
DEPARTMENT 223 DRAINAGE COMMISSION					TOTAL:	3,928.63

VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 411 WELFARE

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10915	EIDSNESS FUNERAL HOME	I-202601127507	101-4-411-4255	COP BURIAL		3,000.00
01-12656	RUDE'S FUNERAL HOME INC	I-202601127537	101-4-411-4255	COP BURIAL		3,000.00
01-20514	KINGBROOK RURAL WATER	I-202601097373	101-4-411-4252	COP UTILITIES		193.50
01-23595	JAMIE JACOBSMA	I-202601127515	101-4-411-4251	COP RENT		650.00
DEPARTMENT 411 WELFARE					TOTAL:	6,843.50

1/13/2026 9:39 AM DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 432 BATA

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ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10337	BROOKINGS AREA TRANSIT	I-202601127394	101-4-432-4291	NONMANDATED FUNDS		55,000.00
					DEPARTMENT 432 BATA	TOTAL: 55,000.00

VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 441 BEHAVIORAL HEALTH

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-11634	KENNEDY PIER KNOFF LOFT	I-202601127560	101-4-441-4290	CAA INV MI HEARING		336.00
01-11788	LEWIS & CLARK BEHAVIORA	I-202601127559	101-4-441-4220	BMI INTAKE		450.00
01-11805	LINCOLN COUNTY AUDITOR	I-202601127397	101-4-441-4220	MULT MENTAL ILLNESS EXPENSES		2,191.82
01-21581	DEAN SCHAEFER COURT REP	I-202601127506	101-4-441-4290	INV MI HEARINGS COURT REPORTE		135.00
DEPARTMENT 441 BEHAVIORAL HEALTH					TOTAL:	3,112.82

VENDOR SET: 01 Brookings County
 PACKET: 03491 1/20/26 CLAIMS
 FUND : 101 GENERAL FUND
 DEPARTMENT: 528 BCOAC

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10670	COOK'S WASTEPAPER & REC	I-202601097376	101-4-528-4280	JAN GARBAGE/RECYCLING SERVICE		221.95
01-10895	ECOLAB PEST ELIMINATION	I-202601097362	101-4-528-4250	MONTHLY PEST ELIMINATION		216.03
01-11371	HILLYARD/SIOUX FALLS	I-202601127562	101-4-528-4260	VACUUM REPLACEMENT CHARGER, BAGS FOR VACUUM, GARBAGE BAGS, TOILET PAPER, PAPER TOWELS		634.61
01-11498	INTERSTATE TELECOM. COO	I-202601097360	101-4-528-4280	PHONES/INT/LONG DISTANCE		120.30
01-11827	LOWE'S	I-202601097364	101-4-528-4260	SALT SPEADER & SALT		232.65
01-12236	NORTHWESTERN ENERGY	I-202601097363	101-4-528-4280	NATURAL GAS SERVICE		1,487.51
01-12666	RUNNING'S SUPPLY INC	I-202601097365	101-4-528-4260	COFFEE/BUCKETS/AMMO		435.71
01-22283	TRANE US INC	I-202601097368	101-4-528-4250	TRAIN CONTRACTED EQUIPMENT INSTALLATION & MAINTENANCE		25,270.00
01-22431	RAZORS EDGE GROUNDS KEE	I-202601097367	101-4-528-4250	SNOW REMOVAL		3,537.50
DEPARTMENT 528 BCOAC					TOTAL:	32,156.26

VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 611 COUNTY EXTENSION

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10541	CENTURY BUSINESS PRODUC	I-202601127500	101-4-611-4250	COPIER CONTRACT		125.15
01-10670	COOK'S WASTEPAPER & REC	I-202601097358	101-4-611-4280	JAN 2026 RECYCLING		15.40
01-11498	INTERSTATE TELECOM. COO	I-202601097356	101-4-611-4280	JAN 1-31 PHONE CHARGES		163.60
01-11498	INTERSTATE TELECOM. COO	I-202601097360	101-4-611-4280	PHONES/INT/LONG DISTANCE		37.47
01-12261	OFFICE PEEPS INC	I-202601097357	101-4-611-4260	BATTERIES		40.59
01-19152	DAKOTA DATA SHRED	I-202601097359	101-4-611-4280	EQUIPMENT RENTAL FEE10/1-12/3		23.18
DEPARTMENT 611 COUNTY EXTENSION					TOTAL:	405.39

VENDOR SET: 01 Brookings County

PACKET: 03491 1/20/26 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 612 BROOKINGS CONS DISTRICT

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10358	BROOKINGS CO CONSERVATI	I-202601097379	101-4-612-4290	NON MANDATED FUNDS		35,000.00
DEPARTMENT 612 BROOKINGS CONS DISTRICT TOTAL:						35,000.00

VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 615 WEED CONTROL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12666	RUNNING'S SUPPLY INC	I-202601127398	101-4-615-4260	ICE MELT/SHOVEL		99.94
01-12750	S.D. ASSN. CO. WEED BD.	I-202601127539	101-4-615-4270	CONFERENCE REGISTRATION		700.00
DEPARTMENT 615 WEED CONTROL					TOTAL:	799.94

VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 711 PLANNING & ZONING

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12261	OFFICE PEEPS INC	I-202601127531	101-4-711-4260	MOUSE PAD		43.89
01-23557	CHAMPION MEDIA, LLC	I-202601127501	101-4-711-4230	PUBLICATIONS		95.16
DEPARTMENT 711 PLANNING & ZONING					TOTAL:	139.05

VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 712 1ST DISTRICT

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-11042	FIRST DISTRICT ASSOCIAT	I-202601127563	101-4-712-4290	FY26 1ST QTR DUES		13,583.97
01-11042	FIRST DISTRICT ASSOCIAT	I-202601127564	101-4-712-4290	FY26 2ND QTR DUES		13,583.96
DEPARTMENT 712 1ST DISTRICT					TOTAL:	27,167.93

VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 721 ECONOMIC DEVELOPMENT

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-21674	RESEARCH PARK AT SDSU	I-202601127396	101-4-721-4292	NONMANDATED FUNDS		70,000.00
01-23591	BROOKINGS REGIONAL GROW	I-202601097361	101-4-721-4290	NON-MANDATED FUNDS		35,000.00

DEPARTMENT 721 ECONOMIC DEVELOPMENT TOTAL: 105,000.00

FUND 101 GENERAL FUND TOTAL: 698,529.46

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202601127486	201-4-311-4280	COPIER CONTRACT		53.58
01-10204	BANNER ASSOCIATES	I-202601127496	201-4-311-4220	STR06-280-172, STR06-320-118, 214TH FEASABILITY/H&H STUDY, STR06-240-123/141,STR06-227-230		10,384.00
01-10339	BROOKINGS AUTO MALL INC	I-202601097337	201-4-311-4260	BOLTS/SEALS		98.48
01-10372	BROOKINGS-DEUEL RWS	I-202601097343	201-4-311-4280	BRUCE SHOP		39.10
01-10509	CARQUEST AUTO PARTS STO	I-202601097341	201-4-311-4260	TRANSFER PUMP, CLEANER WAX, OIL, WATER PUMP, SERP BELT, COOLANT, TOOL KIT, FLYWHEEL HOLD BARREL PUMP, BUMPER, FUSE MONITOR, WALL CHARGER/CABLE, CLEAN		2,747.54
01-10606	CLITES ELECTRIC INC	I-202601127502	201-4-311-4250	CONDUIT TO FUEL/POWER TO DIES		3,597.41
01-10670	COOK'S WASTEPAPER & REC	I-202601097338	201-4-311-4280	MAIN/WHITE SHOP		273.13
01-10799	SD DEPT OF TRANSPORTATI	I-202601127540	201-4-311-4220	COST SHARE PROJECTS		5,977.48
01-11016	FASTENAL COMPANY	I-202601127511	201-4-311-4260	SDBRK196951 PB DOM P8		102.00
01-11546	JEBRO INC.	I-202601127516	201-4-311-4260	MULTIPLE INVOICES		110,917.89
01-11827	LOWE'S	I-202601097340	201-4-311-4260	TAX/GFCI		45.85
01-11842	LYLE SIGNS INC	I-202601127522	201-4-311-4260	OBJECT MARKERS, B SERIES, CROSS TRAFFIC SIGNS, FIREMARKERS		1,727.60
01-11909	MARTIN OIL COMPANY	I-202601127525	201-4-311-4260	MOBILE DTE		550.00
01-12002	MIDWEST GLASS	I-202601127527	201-4-311-4250	ADHESIVE&INSTALL GLASS DURANGO, ROAD GRADER, WHITE ROAD GRADER		1,040.40
01-12236	NORTHWESTERN ENERGY	I-202601097348	201-4-311-4280	MAIN&TRUCK SHOPS, BATA GARAGE		1,291.55
01-12261	OFFICE PEEPS INC	I-202601097335	201-4-311-4260	BINDERS		462.03
01-12309	OUTLAW GRAPHICS	I-202601127532	201-4-311-4260	VEHICLE GRAPHICS-NEW TRUCK		87.50
01-12666	RUNNING'S SUPPLY INC	I-202601097349	201-4-311-4260	MAILBOX/GRINDER/WHEELBRUSH/ CHALK REEL/AIR HOSE/COUPLER/FACESHIELD/STEEL FLATS/ CHAIN/HOOK/RATCHET STRAP/HOODIE/JACKET/TEE		1,336.49
01-12898	TOWN OF SINAI	I-202601127547	201-4-311-4280	DEC SEWER/JAN GARBAGE		66.00
01-12917	SIOUX VALLEY ENERGY	I-202601097346	201-4-311-4250	SANDPILE/BRUCE SHOP/SINAI SHE 217&472		411.00
01-13379	CITY OF WHITE	I-202601097344	201-4-311-4280	WHITE SHOP UTILITIES		110.33
01-20236	RDO EQUIPMENT CO	I-202601127535	201-4-311-4260	OIL SCANS, WIPER BLADES, SWIT		1,754.43
01-20241	MATHESON TRI-GAS INC	I-202601097352	201-4-311-4260	CYLINDER RENTAL		55.45
01-20512	CHS	I-202601097339	201-4-311-4265	FUEL STATEMENT		17,125.53
01-20514	KINGBROOK RURAL WATER	I-202601097350	201-4-311-4280	SINAI		44.25
01-21966	BLACKSTRAP INC	I-202601127497	201-4-311-4290	ROAD SALT LOAD		13,814.63
01-22144	WINTER EQUIPMENT COMPAN	I-202601127554	201-4-311-4260	CUTTING EDGES		20,160.00
01-22240	KIBBLE EQUIPMENT LLC	I-202601097347	201-4-311-4260	FEMALE COUPLER		151.80
01-22342	CINTAS CORPORATION	I-202601097355	201-4-311-4250	CLOTHES		317.19
01-22469	KIMBALL MIDWEST	I-202601127519	201-4-311-4260	SHOP SUPPLIES		487.26
01-23100	AUTO VALUE PARTS STORES	I-202601097351	201-4-311-4260	RELAY/CLIP/BRUSH SET/ FUSE HOLDER, SUPER GLUE/BROOM, RED LED, FLOOR ABSORBENT		123.11
01-23293	MIDWEST PETROLEUM EQUIP	I-202601127528	201-4-311-4350	DISPENSER ISSUE/INOP		559.00
01-23302	AGWRX COOPERATIVE	I-202601127489	201-4-311-4260	BROOCO/PROPANE TANKS/WHITE SH		994.10
01-23313	TRANSWEST TRUCKS OF SIO	I-202601097345	201-4-311-4260	SHOP SUPPLIES		549.15
01-23342	NORTH AMERICAN TRUCK &	I-202601097342	201-4-311-4260	BUSHING/BOLT/HEX/MOUNT KIT WASHERS, FINANCE CHARGE		749.00
01-23458	CRAFCO, INC	I-202601127503	201-4-311-4260	SEALANT DISPOSAL FEE		100.00
01-23555	KATZER CONCRETE, INC	I-202601127518	201-4-311-4229	STRUCTURE&APPROACH GRADING PR		22,663.41

DEPARTMENT 311 HIGHWAY ADMINISTRATION TOTAL: 220,967.67

FUND 201 ROAD & BRIDGE FUND TOTAL: 220,967.67

VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 CLAIMS
FUND : 226 EMERGENCY MANAGEMENT
DEPARTMENT: 222 EMERGENCY & DISASTER SERV

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10390	BROOKINGS HEALTH SYSTEM	I-202601127557	226-4-222-4294	POD SUPPLIES-REPLACE EXPIRED		883.96
01-12910	TWO WAY SOLUTIONS INC	I-202601097353	226-4-222-4250	QUARTERLY MAINTENANCE CONTRAC		800.00

DEPARTMENT 222 EMERGENCY & DISASTER S TOTAL: 1,683.96

FUND 226 EMERGENCY MANAGEMENT TOTAL: 1,683.96

VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 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-202601127487	250-4-163-4250	COPIER CONTRACT		36.09
01-19128	EXECUTIVE MGMT FINANCE	I-202601127565	250-4-163-4220	MICROFILM STORAGE		11.73
					DEPARTMENT 163 ROD Relief Fund	TOTAL: 47.82
					FUND 250 ROD RELIEF FUND	TOTAL: 47.82

VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 CLAIMS
FUND : 301 COUNTY BUILDING FUND
DEPARTMENT: 161 COUNTY BUILDING

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-21377	SAFE-N-SECURE	I-202601127558	301-4-161-4293	WEED/HWY SIRE&LABOR		11,253.22
01-21901	AMP ELECTRIC CONSTRUCTI	I-202601097384	301-4-161-4293	REPAIR DAMAGED WIRES-WEED BLD		357.94

DEPARTMENT 161 COUNTY BUILDING TOTAL: 11,611.16

FUND 301 COUNTY BUILDING FUND TOTAL: 11,611.16

1/13/2026 9:39 AM DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR SET:	01	Brookings County					
PACKET:	03491	1/20/26 CLAIMS					
FUND :	761	SHERIFF TRUST					
DEPARTMENT:	N/A	NON-DEPARTMENTAL				BANK: ALL	
VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT	
01-12761	SD DEPT OF REVENUE	I-202601127399	761-2-2090000	DISTRESS WARRANT-DOOP		1,506.58	
				DEPARTMENT 0000 NON-DEPARTMENTAL	TOTAL:	1,506.58	
			FUND	761 SHERIFF TRUST	TOTAL:	1,506.58	

VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 CLAIMS
FUND : 766 LAW LIBRARY FUND
DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-13370	THOMSON REUTERS - WEST	I-202601127545	766-2-2090000	WEST INFORMATION CHARGES		237.96
					DEPARTMENT 0000 NON-DEPARTMENTAL	TOTAL: 237.96
					FUND 766 LAW LIBRARY FUND	TOTAL: 237.96

VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 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-202601097331	768-2-2091000	24/7 SOBRIETY PROGRAM		472.00
01-21563	SD ATTORNEY GENERAL'S O	I-202601097332	768-2-2092000	24/7 SOBRIETY PROGRAM		700.00
01-21563	SD ATTORNEY GENERAL'S O	I-202601097333	768-2-2090000	24/7 SOBRIETY PROGRAM		73.00
DEPARTMENT 0000 NON-DEPARTMENTAL TOTAL:						1,245.00
FUND 768 STATEWIDE 24/7 SOBRIET TOTAL:						1,245.00

VENDOR SET: 01 Brookings County
PACKET: 03491 1/20/26 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-202601127541	775-2-2090000	DEC 2025 RELIEF FUND ROD MODERNIZATION & PRESERVATION		670.00
					DEPARTMENT 0000 NON-DEPARTMENTAL	TOTAL: 670.00
					FUND 775 ROD Relief Flow-Thru F	TOTAL: 670.00
					REPORT GRA	TOTAL: 936,499.61

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2026	101-4-111-4230	PUBLISHING	312.49	38,000	37,687.51				
	101-4-111-4260	SUPPLIES & MATERIALS	107.20	5,000	4,892.80				
	101-4-111-4267	POSTAGE	7,335.76	47,000	34,284.54				
	101-4-120-4222	DATA PROCESSING/SOFTWARE	5,375.00	12,500	7,125.00				
	101-4-130-4222	ADULT DEFENSE	22,018.45	520,000	489,108.45				
	101-4-130-4223	JUVENILE DEFENSE	1,339.54	15,000	11,158.46				
	101-4-130-4230	BLOOD TESTS	7,640.00	110,000	102,360.00				
	101-4-130-4280	JURY & WITNESS	447.00	15,000	14,467.10				
	101-4-143-4220	PROFESSIONAL SERV. & FEES	2,402.43	3,000	597.57				
	101-4-143-4250	REPAIR & MAINT.	98.90	3,400	3,071.82				
	101-4-143-4260	SUPPLIES & MATERIALS	291.70	17,000	15,270.76				
	101-4-143-4268	TECHNOLOGY / BIT access fee	116.00	1,000	884.00				
	101-4-143-4290	MV NOTICES/TAX NOTICES	2,000.00	2,000	0.00				
	101-4-151-4260	SUPPLIES & MATERIALS	2,680.42	30,000	27,206.59				
	101-4-161-4220	PROFESSIONAL SERVICE & FE	8,300.64	60,000	30,497.13				
	101-4-161-4243	ADMIN BUILDING OPERATION E	17,393.89	670,291	652,847.11				
	101-4-161-4250	REPAIRS AND MAINTENANCE	6,173.50	70,000	60,311.00				
	101-4-161-4260	SUPPLIES & MATERIALS	32.98	10,000	9,577.96				
	101-4-161-4280	UTILITIES/COURTHOUSE	40.70	55,000	52,768.65				
	101-4-162-4220	PROFESSIONAL SERV. & FEES	95.88	24,000	17,064.32				
	101-4-162-4260	SUPPLIES & MATERIALS	24.38	8,000	7,563.62				
	101-4-163-4220	PROFESSIONAL SERV. & FEES	1,001.22	1,500	498.78				
	101-4-165-4260	SUPPLIES & MATERIALS	16.44	3,000	2,893.58				
	101-4-171-4221	DATA PROCESSING/SOFTWARE	64,215.86	377,100	305,017.90				
	101-4-172-4220	PROFESSIONAL SERVICES	594.35	30,000	28,864.50				
	101-4-172-4260	SUPPLIES & MATERIALS	10.96	2,500	2,489.04				
	101-4-211-4220	PROFESSIONAL SERV. & FEES	270.00	6,500	5,584.37				
	101-4-211-4221	ANIMAL CONTROL	77.60	5,500	5,352.02				
	101-4-211-4250	BUILDING MAINTENANCE	1,501.43	15,000	13,354.29				
	101-4-211-4251	VEHICLE MAINTENANCE	3,975.34	66,000	58,728.73				
	101-4-211-4260	SUPPLIES & MATERIALS	86.07	21,500	21,252.57				
	101-4-211-4261	OFFICE SUPPLIES	218.29	4,500	4,281.71				
	101-4-211-4262	UNIFORMS/EQUIPMENT	2,123.05	16,000	13,876.95				
	101-4-211-4265	FUEL/GASOLINE	3,692.31	80,000	75,507.67				
	101-4-211-4268	TECHNOLOGY	1,920.00	70,000	66,520.00				
	101-4-211-4280	UTILITIES/CELL PHONES	728.53	40,000	38,566.47				
	101-4-211-4340	MACHINERY & EQUIPMENT	101,797.00	187,500	85,703.00				
	101-4-212-4250	BUILDING MAINTENANCE	137.70	35,000	31,578.26				
	101-4-212-4261	MEDICAL (PRISONERS)	462.33	5,500	5,037.67				
	101-4-212-4262	MEDICINE/RX	257.33	40,000	39,742.67				
	101-4-212-4268	TECHNOLOGY	1,037.60	30,000	22,462.40				
	101-4-212-4271	TRANSPORT PRISONER	143.51	4,000	3,856.49				
	101-4-212-4273	ELECTRONIC MONITOR	965.82	15,000	13,634.43				
	101-4-212-4280	UTILITIES/CELL PHONES	96.39	150,000	143,019.76				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
101-4-212-4290		PRISONER RATION	7,978.95	250,000	228,912.00				
101-4-213-4220		PROFESSIONAL SERV. & FEES	1,341.00	27,500	26,159.00				
101-4-215-4290		CRIME STOPPERS	500.00	500	0.00				
101-4-221-4291		EMERGENCY TRUCK-LONG TERM	149,600.00	149,600	0.00				
101-4-223-4220		PROFESSIONAL SERV. & FEES	3,914.00	50,000	41,653.50				
101-4-223-4260		SUPPLIES & MATERIALS	14.63	200	185.37				
101-4-411-4251		RENT	650.00	12,000	10,405.00				
101-4-411-4252		UTILITIES	193.50	5,000	4,806.50				
101-4-411-4255		FUNERALS	6,000.00	21,000	9,000.00				
101-4-432-4291		TRANSPORTATION PROGRAM	55,000.00	55,000	0.00				
101-4-441-4220		PROFESSIONAL SERV. & FEES	2,641.82	62,000	57,414.92				
101-4-441-4290		CRT APPORT. ATT'Y/M.I.	471.00	10,000	9,303.43				
101-4-528-4250		REPAIR & MAINT	29,023.53	64,000	32,639.23				
101-4-528-4260		SUPPLIES & MATERIALS	1,302.97	26,000	24,245.32				
101-4-528-4280		UTILITIES/CELL PHONES	1,829.76	60,000	56,458.90				
101-4-611-4250		REPAIRS AND MAINTENANCE	125.15	4,000	3,874.85				
101-4-611-4260		SUPPLIES & MATERIALS	40.59	8,000	7,625.76				
101-4-611-4280		UTILITIES	239.65	3,250	3,010.35				
101-4-612-4290		OTHERS	35,000.00	35,000	0.00				
101-4-615-4260		SUPPLIES & MATERIALS	99.94	8,000	7,900.06				
101-4-615-4270		TRAVEL & CONFERENCE	700.00	2,500	1,725.00				
101-4-711-4230		PUBLISHING	95.16	2,500	2,404.84				
101-4-711-4260		SUPPLIES & MATERIALS	43.89	2,000	1,942.58				
101-4-712-4290		OTHERS	27,167.93	54,336	27,168.07				
101-4-721-4290		ECONOMIC DEVE/BEDC	35,000.00	35,000	0.00				
101-4-721-4292		SDSU INNOVATION CAMPUS	70,000.00	70,000	0.00				
201-4-311-4220		PROFESSIONAL SERVICES	16,361.48	200,000	167,948.00				
201-4-311-4229		PCN08X0 - RICHLAND	22,663.41	0	22,663.41	Y			
201-4-311-4250		REPAIRS & MAINT.	5,366.00	2,600,000	2591,234.32				
201-4-311-4260		SUPPLIES & MATERIALS	143,199.68	1,600,000	1415,423.69				
201-4-311-4265		FUEL/GASOLINE	17,125.53	290,000	266,556.01				
201-4-311-4280		UTILITIES / CELL PHONES	1,877.94	32,000	28,091.84				
201-4-311-4290		SNOW REMOVAL	13,814.63	60,000	46,185.37				
201-4-311-4350		FURNITURE & MINOR EQUIPMEN	559.00	26,500	25,941.00				
226-4-222-4250		REPAIRS AND MAINTENANCE	800.00	2,000	1,200.00				
226-4-222-4294		PPCC/POD	883.96	1,000	13.59				
250-4-163-4220		PROFESSIONAL SERVICES & FE	11.73	10,000	9,988.27				
250-4-163-4250		REPAIRS & MAINTENANCE	36.09	2,000	1,963.91				
301-4-161-4293		HIWAY SHOPS	11,611.16	50,000	38,388.84				
761-2-2090000		AM'T HELD FOR SHERIFF TRUS	1,506.58						
766-2-2090000		AM'T HELD FOR LAW LIBRARY	237.96						
768-2-2090000		AM'T HELD FOR STATEWIDE 2	73.00						
768-2-2091000		AM'T HELD FOR 24/7 SCRAM F	472.00						
768-2-2092000		AMT HELD FOR 24/7 RBT FEES	700.00						
775-2-2090000		Amt Held for ROD Relief Fu	670.00						
		** 2026 YEAR TOTALS	936,499.61						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-111	COMMISSIONERS	7,755.45
101-120	ELECTIONS	5,375.00
101-130	JUDICIAL SYSTEM	31,444.99
101-143	FINANCE OFFICE	4,909.03
101-151	STATES ATTORNEY	2,680.42
101-161	COUNTY BUILDING	31,941.71
101-162	DIRECTOR OF EQUALIZATION	120.26
101-163	REGISTER OF DEEDS	1,001.22
101-165	VETERAN'S SERVICE	16.44
101-171	INFORMATION TECHNOLOGY	64,215.86
101-172	HUMAN RESOURCES	605.31
101-211	SHERIFF'S OFFICE	116,389.62
101-212	COUNTY JAIL	11,079.63
101-213	CORONER	1,341.00
101-215	CRIME STOPPERS	500.00
101-221	FIRE DEPARTMENT TRUST	149,600.00
101-223	DRAINAGE COMMISSION	3,928.63
101-411	WELFARE	6,843.50
101-432	BATA	55,000.00
101-441	BEHAVIORAL HEALTH	3,112.82
101-528	BCOAC	32,156.26
101-611	COUNTY EXTENSION	405.39
101-612	BROOKINGS CONS DISTRICT	35,000.00
101-615	WEED CONTROL	799.94
101-711	PLANNING & ZONING	139.05
101-712	1ST DISTRICT	27,167.93
101-721	ECONOMIC DEVELOPMENT	105,000.00

101 TOTAL	GENERAL FUND	698,529.46
201-311	HIGHWAY ADMINISTRATION	220,967.67

201 TOTAL	ROAD & BRIDGE FUND	220,967.67
226-222	EMERGENCY & DISASTER SERV	1,683.96

226 TOTAL	EMERGENCY MANAGEMENT	1,683.96
250-163	ROD Relief Fund	47.82

250 TOTAL	ROD RELIEF FUND	47.82
301-161	COUNTY BUILDING	11,611.16

301 TOTAL	COUNTY BUILDING FUND	11,611.16

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
761	NON-DEPARTMENTAL	1,506.58

761 TOTAL	SHERIFF TRUST	1,506.58
766	NON-DEPARTMENTAL	237.96

766 TOTAL	LAW LIBRARY FUND	237.96
768	NON-DEPARTMENTAL	1,245.00

768 TOTAL	STATEWIDE 24/7 SOBRIETY	1,245.00
775	NON-DEPARTMENTAL	670.00

775 TOTAL	ROD Relief Flow-Thru Fund	670.00

	** TOTAL **	936,499.61

NO ERRORS

** END OF REPORT **

VENDOR SET: 01 Brookings County
PACKET: 03489 1/8/26 dept of rev
FUND : 101 GENERAL FUND
DEPARTMENT: 441 BEHAVIORAL HEALTH

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12761	SD DEPT OF REVENUE	I-202601087314	101-4-441-4220	HUMAN SERVICES/DEV CENTER		1,883.26
DEPARTMENT 441 BEHAVIORAL HEALTH						TOTAL: 1,883.26
FUND 101 GENERAL FUND						TOTAL: 1,883.26

VENDOR SET: 01 Brookings County
PACKET: 03489 1/8/26 dept of rev
FUND : 742 MOTOR VEHICLE
DEPARTMENT: N/A NON-DEPARTMENTAL

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12761	SD DEPT OF REVENUE	I-202601087314	742-2-2090000	MONTHLY MV		484,921.24
DEPARTMENT 0000 NON-DEPARTMENTAL						TOTAL: 484,921.24
FUND 742 MOTOR VEHICLE						TOTAL: 484,921.24

VENDOR SET: 01 Brookings County
PACKET: 03489 1/8/26 dept of rev
FUND : 763 REGISTER OF DEEDS
DEPARTMENT: N/A NON-DEPARTMENTAL

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12761	SD DEPT OF REVENUE	I-202601087314	763-2-2090000	BIRTH & DEATH FEES		1,845.00
DEPARTMENT 0000 NON-DEPARTMENTAL						TOTAL: 1,845.00
FUND 763 REGISTER OF DEEDS						TOTAL: 1,845.00
REPORT GRA TOTAL:						488,649.50

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2026	101-4-441-4220	PROFESSIONAL SERV. & FEES	1,883.26	62,000	60,056.74				
	742-2-2090000	AMOUNT HELD FOR MOTOR VEHI	484,921.24						
	763-2-2090000	AMOUNT HELD FOR REGISTER	1,845.00						
		** 2026 YEAR TOTALS	488,649.50						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-441	BEHAVIORAL HEALTH	1,883.26
101 TOTAL	GENERAL FUND	1,883.26
742	NON-DEPARTMENTAL	484,921.24
742 TOTAL	MOTOR VEHICLE	484,921.24
763	NON-DEPARTMENTAL	1,845.00
763 TOTAL	REGISTER OF DEEDS	1,845.00
	** TOTAL **	488,649.50

NO ERRORS

** END OF REPORT **

Brookings County Commissioners Report

Office of Public Health Nursing Services

January-December 2025

Maternal and Child Health Program:

Public Health Nurse (PHN) collaborates with Medicaid, local clinics, and the WIC program to enroll pregnant women in the Pregnancy Case Management Program. Once enrolled, participants receive monthly visits that include prenatal education, emotional support, and monitoring of weight and blood pressure. During these visits, we also screen mothers about their plans for the baby. If a safe sleep space is not available, we provide a portable cribette, as well as safe sleep materials to ensure education and to support infant safety.

Immunization Activities:

PHN continues to provide vaccines for childhood and adolescent aged children. In addition, we provide vaccines for children who are uninsured or covered by Medicaid. Our annual immunization audit process began, which is from September to November. During this time, we worked with Brookings County schools to collect immunization records for kindergarteners, 6th graders, and students new to South Dakota. Schools assist by reminding parents of state immunization requirements. This data is compiled to monitor immunization rates across counties and school districts.

On October 1st, we received our annual flu vaccine supply. We also partnered with SDSU to host a one-day flu clinic for State Employees and their dependents, vaccinating 532 individuals. Flu shots remain available by appointment at our office for State Employees, their families, and the general public.

School Health Activities:

This year we have two schools under contract for Public Health Nursing Services; they are Sioux Valley and Deubrook. At this time, the PHN has completed most of the contracted school health hours for the 2025–2026 school year. In September, we conducted vision, hearing, and oral health screenings, including fluoride treatments for students with a parental consent. The PHN will return in winter/spring 2026 to provide growth and development education to 5th grade students.

Public Health Preparedness and Emergency Response:

The Office of Public Health Nursing Services continues to support the Brookings Point of Dispensing (POD) and attends monthly preparedness meetings as the schedule allows.

Personnel:

Melanie Kindt, Brookings County Clerical, provides valuable support at 16 hours per week. In June, the PHN attended an immunization conference, followed by a Maternal Child Health conference in July. In August, the PHN completed a four-session virtual training focused on breastfeeding.

Statistical Report:

See attachment

Respectfully submitted,

Jen Burns, BSN RN

Office of Public Health Nursing Services

2025 BROOKINGS COUNTY STATS

Pregnancy Care Program	JAN	FEB	MAR	1st QUARTER
Referrals Received	24	12	17	53
Referrals Accepted	13	5	8	26
Pregnancy Care Appointments	15	14	11	40

Pregnancy Care Program	APR	MAY	JUNE	2nd QUARTER
Referrals Received	14	14	7	35
Referrals Accepted	5	5	1	11
Pregnancy Care Appointments	15	14	11	40

Pregnancy Care Program	JUL	AUG	SEPT	3rd QUARTER
Referrals Received	12	13	10	35
Referrals Accepted	3	5	5	13
Pregnancy Care Appointments	9	6	5	20

Pregnancy Care Program	OCT	NOV	DEC	4th QUARTER
Referrals Received	13	4	12	29
Referrals Accepted	3	1	5	9
Pregnancy Care Appointments	6	6	5	17

IMMUNIZATIONS	JAN	FEB	MAR	1st QUARTER
VFC DOSES	20	10	25	55
NON-VFC DOSES	4	0	2	6
IMMUNIZATIONS	APR	MAY	JUNE	2nd QUARTER
VFC DOSES	7	7	6	20
NON-VFC DOSES	0	0	0	0
IMMUNIZATIONS	JUL	AUG	SEPT	3rd QUARTER
VFC DOSES	25	35	53	113
NON-VFC DOSES	1	9	4	14
IMMUNIZATIONS	OCT	NOV	DEC	4th QUARTER
VFC DOSES	48	30	29	107
NON-VFC DOSES	549	12	0	561

Cribs for Kids					
	1st QTR	2nd QTR	3rd QTR	4th QTR	TOTAL
Pack-N-Plays	8	11	6	5	30

Depression Screenings					
	1st QTR	2nd QTR	3rd QTR	4th QTR	TOTAL
PHQ-9	4	1	2	1	8
Referrals	0	1	0	1	2

Fluoride Varnish					
	1st QTR	2nd QTR	3rd QTR	4th QTR	TOTAL
# of Children	0	0	11	0	11

School Services					
	1st QTR	2nd QTR	3rd QTR	4th QTR	TOTAL
School Hours	25.42	0	40.5	4.5	70.42

*The Vaccines For Children (VFC) program is a federally funded program that provides vaccines at no cost to children who might not otherwise be vaccinated because of inability to pay. NON-VFC doses were billed to private insurance.



Otter Tail Power Company and Xcel Energy have partnered to develop the proposed PowerOn Midwest - South Dakota project, a 765 kilovolt (kV) transmission line to serve customers in South Dakota and throughout the Upper Midwest. The project is part of a regional effort to modernize the electric grid, ensure continued electric reliability, and meet growing energy needs throughout the region.

PowerOn Midwest—tomorrow's reliability starts today.

Benefits



RELIABLE ELECTRICITY

Delivering on our commitment to customers that electricity is delivered where and when it's needed—regardless of the weather, electric generation resource, or demand.



FUTURE-READY GRID

Addresses rising electricity demand, which is projected to grow significantly over the next two decades.



CUSTOMER AND ECONOMIC BENEFIT

Enabling cost-effective generation while improving reliability, opening doors for future economic growth across the region.



ACCESS TO NEW ELECTRIC GENERATION

Supporting the addition of a wider range of energy resources to the grid, providing diverse, balanced, and reliable power supply for the future.

Schedule

If approved, the project would be built beginning in the late 2020s and expected to be in-service between 2032-2034. Developing and building major new transmission lines is a multi-year process that begins with significant planning which identifies general project areas, includes comprehensive outreach to local landowners and officials to identify potential route options, and a robust regulatory review by state officials who review projects like these. The South Dakota Public Utilities Commission (SD PUC) will review the project and grant a Facility Permit if approved.

- 2025**
Project planning, initial stakeholder and landowner engagement
- 2026-2027**
Facility Permit application filed with SD PUC, route development, public engagement, negotiate easement options with landowners
- 2027-2029**
Regulatory review, including public input hearings, engineering design, environmental surveys, real estate coordination
- 2030-2034**
Construction
- 2032-2034**
Anticipated in-service

Project area and preliminary routes

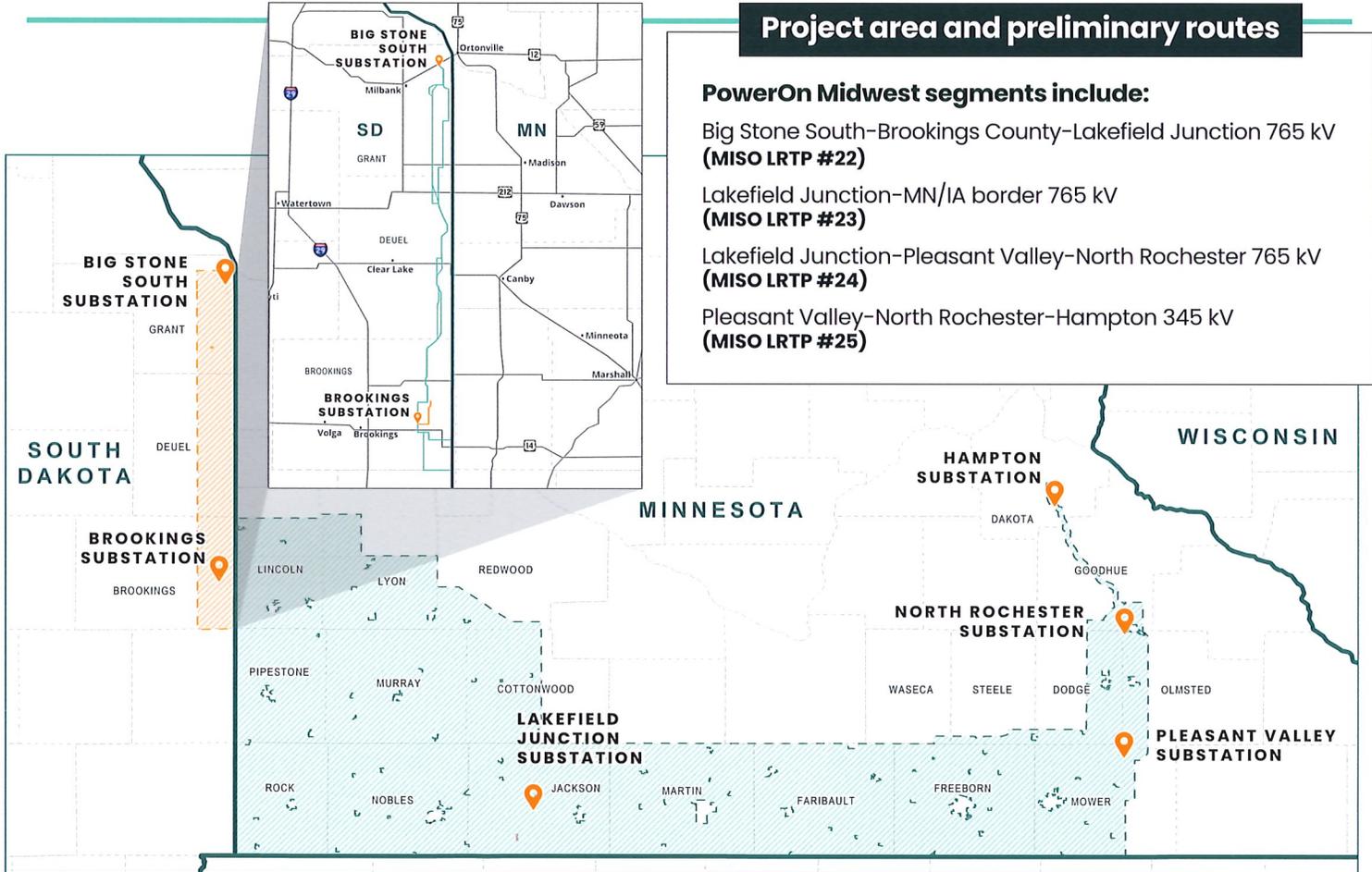
PowerOn Midwest segments include:

Big Stone South–Brookings County–Lakefield Junction 765 kV
(MISO LRTP #22)

Lakefield Junction–MN/IA border 765 kV
(MISO LRTP #23)

Lakefield Junction–Pleasant Valley–North Rochester 765 kV
(MISO LRTP #24)

Pleasant Valley–North Rochester–Hampton 345 kV
(MISO LRTP #25)



South Dakota regulatory process

In South Dakota, PowerOn Midwest must obtain a Facility Permit from the SD PUC. This process evaluates the need, location, and design of the transmission line. The SD PUC also considers environmental, social, and economic impacts, and public input is a key part of the review process.

South Dakota County regulatory process

The project will apply for a Conditional Use Permit (CUP) in each county where the transmission line may be located. A CUP from each county must be obtained before the transmission line can be constructed.

How to participate

- Attend public open houses, review maps and other information, and provide comments to the project teams
- Submit comments on potential route options to project teams via website, email, or telephone
- Visit the project website to view the latest project information
- Connect with a project team member
- Request a presentation

CONTACT US

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877.869.2087

Route development process



The process for identifying a route for a new transmission line is a multi-step analysis that identifies potential route options that minimize impacts on humans and the environment. We'll follow South Dakota Statutes and Rules when selecting a route and work to minimize the impact on landowners and the environment. The South Dakota Public Utilities Commission (SD PUC) will make a final decision on the project.

Route corridor

The route development process begins by identifying a route corridor where possible routes could be located and preliminary route options are identified. We then begin gathering input from local landowners, local government officials, Tribes and resource agencies, and other stakeholders. Throughout this process we also review federal, state and local regulations, and identify opportunities and sensitivities, and other issues that may affect eventual project route options.

The criteria for route development is set by state statute and county rules which guide the route development process:



Identify route corridors

Using routing considerations and stakeholder input, we'll identify potential corridors for a transmission line.



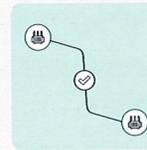
Identify proposed route

We'll identify a proposed route to submit in the Facility Permit Application to the South Dakota Public Utilities Commission.



Refine to preliminary routes

With additional stakeholder input, we'll refine route corridors into narrowed preliminary routes.



SD PUC determines final route

The South Dakota Public Utilities Commission will review the Facility Permit Application and determine the final route.

Throughout the route development process we provide multiple opportunities for public involvement to gather feedback about the project.

Defining the route

Feedback gathered during the development of preliminary route options undergoes a more detailed analysis. Input on specific opportunities and sensitivities on preliminary routes, or identification of alternative route opportunities, is especially helpful as we refine preliminary route options. This step also includes verifying information collected and the analyses completed through site visits.



Proposed route options

All of the information we review and comments we receive will help identify the routes which we will propose as part of a Facility Permit Application that we'll submit to the SD PUC for review, which will determine if the Facility Permit should be granted, and determine the final route.



Opportunities

Linear features that are orientated in the direction of the project:

- Existing transmission lines and utility
- Corridors
- Highways and roads
- Property lines
- Field lines such as section or quarter lines



Sensitivities

Area resources or conditions that may require additional review and consideration:

- Agricultural uses, including organic farms or aerial spraying
- Agricultural drain tile
- Airports/air navigation facilities
- Cemeteries
- Center pivot irrigation systems
- Communication towers*
- Conservation areas/nature preserves
- Cultural/archaeological and historic resources*
- Floodplains
- Lakes/ponds/rivers/streams/wetlands*
- Levees/dams
- Mines/quarries
- Potentially contaminated sites
- Railroads*
- Religious facilities
- Residences (especially large neighborhoods)
- Schools
- Sensitive habitats*
- State/regional/local parks and trails
- Threatened or endangered plant/animal species*
- Wells

* Linear features with additional study needed



Your input matters

We are in the route development process. Please share your feedback to identify opportunities and sensitivities in the project area.

CONTACT US

South Dakota regulatory process



PowerOn Midwest – South Dakota is an electric transmission project from the Big Stone South substation near Big Stone City, SD to the Brookings Substation near the South Dakota border. PowerOn Midwest – South Dakota is a segment of the PowerOn Midwest Project.

All high-voltage transmission proposals like PowerOn Midwest – South Dakota must undergo a comprehensive state regulatory review overseen by the South Dakota Public Utilities Commission (SD PUC).

In South Dakota, the primary approval needed is a Facility Permit that must be obtained before a transmission line can be built. The SD PUC reviews routing applications for high-voltage transmission lines, and if approved, issues an order granting a Facility Permit that authorizes construction and operation of the facility (transmission line).



Facility Permits for transmission lines are required under some of these circumstances:

- 115 kilovolts (kV) or greater
- Greater than 2,640 feet in length
- Crosses a public highway



Utilities must demonstrate the following to obtain a Facility Permit:

- Why the proposed route has been selected
- Need for the transmission line
- Environmental and human impacts
- The purpose of the transmission line
- Estimated revenue generated by the line

The process to obtain a Facility Permit generally takes approximately 12 months before the PUC issues a decision. Before making a determination, the SD PUC will hold public input hearings to collect feedback.

In addition to the Facility Permit, a Conditional Use Permit (CUP) must be obtained from each county where the transmission line will be located.

Public meetings and feedback



The PUC will schedule a public hearing within 30 days after the application for a Facility Permit is filed. The public hearing will give local landowners along the project the opportunity to learn more about the project and provide feedback before the SD PUC issues a decision. The PUC will make a final decision within 12 months after the application is filed.

Key milestones in the process

- 1 PUBLIC OPEN HOUSE**

Prior to filing the Facility Permit Application, we will host public open houses to give landowners the opportunity to learn about the project and provide initial feedback. We'll notify landowners near the project study area when the open houses are scheduled.
- 2 APPLICATION FILING**

The project anticipates submitting a Facility Permit Application in 2026. The SD PUC will review the application and may deny, return or amend the application. If the application is denied or returned, changes can be made to the application and resubmitted.
- 3 NOTICE TO LANDOWNERS**

Within 30 days after the application has been filed, landowners located within one-half mile of the proposed site will be notified by certified mail about the project including the date, time, and location of a public input hearing.
- 4 PUBLIC INPUT HEARING**

The SD PUC will schedule a public input hearing within 30 days after the application is submitted. The SD PUC will publish the hearing date, time, and location of the hearing three times in at least one newspaper in each county where the project may be located.
- 5 CONDITIONAL USE PERMITS**

The project will apply for a Conditional Use Permit (CUP) in each county where the transmission line may be located. A CUP from each county must be obtained before the transmission can be constructed.
- 6 PUBLIC INPUT HEARING**

The SD PUC will issue its decision on the Facility Permit within 12 months of the application filing.

CONTACT US

County regulatory process



PowerOn Midwest – South Dakota is a transmission project from the Big Stone South substation near Big Stone City, SD to the Brookings Substation near the South Dakota border – a segment of the PowerOn Midwest project.

All high-voltage transmission proposals like PowerOn Midwest – South Dakota must undergo a comprehensive state regulatory review overseen by the South Dakota Public Utilities Commission (SD PUC), in addition to county level approvals.

The project will apply for a **Conditional Use Permit (CUP)** in each county where the transmission line may be located. A CUP from each county must be obtained before the transmission project can be constructed.

Some additional permits and approvals may include:

-  **ROAD USE AGREEMENTS FROM THE COUNTY AND AFFECTED TOWNSHIPS**
-  **RIGHT-OF-WAY (ROW) OCCUPANCY APPROVALS**
-  **HAUL ROAD/OVERSIZED LOAD PERMITS**
-  **BUILDING PERMITS**
-  **FLOODPLAIN DEVELOPMENT PERMIT**

The process to obtain a CUP generally takes approximately three months. Depending on the county, the Board of Adjustment, Board of County Commissioners (Board), or Planning Commission will receive the application, and then within 30 days host a public hearing to present findings on the matter. The Planning and Zoning offices will assist with the decision.

A CUP expires after one year, though extensions can be requested.

CONTACT US

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Land rights acquisition process

- working with landowners



Large transmission line projects like PowerOn Midwest involve multiple phases of route development before land rights acquisition begins. Utility representatives work directly with landowners throughout all of these phases.

During the early design and permitting phases, utility representatives are available to discuss the project with landowners at open houses or other informational meetings. Landowners will also receive information about PowerOn Midwest - South Dakota through mailings and other communications. As potential routes are identified, utility representatives may seek to obtain "rights of entry," granting permission for utility representatives to conduct survey activities, including environmental and land boundary surveys and possibly soil borings. These surveys occur along potential transmission line routes.

As the project route becomes more defined, utility representatives communicate directly with landowners to negotiate easement options needed to construct, operate, and maintain the transmission line. In some cases, utility representatives may negotiate with landowners to first acquire an "option" before acquiring the easement. An option gives the utility the right to acquire an easement at a later date and usually in exchange for a fee.

If a Facility Permit is approved, land rights are typically secured through an 'easement'. An easement is a legal agreement that outlines key details such as where the transmission line will be located, temporary access provisions, construction parameters, vegetation management, and any restrictions on land use.



The PowerOn Midwest utilities are committed to working closely with landowners throughout the route development, survey, and easement acquisition process. Impacted landowners can expect personalized outreach and multiple one-on-one meetings to discuss the project, the easement acquisition process, and next steps.

Preliminary schedule

2025-2026 INITIAL ENGAGEMENT

Easement option negotiations begin.

2027-2029 SURVEY/ RIGHTS OF ENTRY

Utility representatives will discuss with landowners regarding survey access.

2028 - 2030 EASEMENT/OPTION NEGOTIATIONS

Utility representatives will contact landowners to present and obtain options and/or easements. Negotiations will take place as part of the route development process, permitting requirements, and engineering design work. Impacted landowners will be given offer packages based on fair market value.

2030 - 2034 CONSTRUCTION

Utility representatives will continue ongoing communication with landowners as construction progresses.

2032 - 2034 RESTORATION

Following construction, utilities will carry out restoration activities. Landowners will receive compensation for damages caused by construction activities.

2035 AND IN THE FUTURE

Utilities will continue restoration activities until completed. After that, entry will be on a more intermittent basis for maintenance, vegetation management, and repair of the transmission line.

Frequently asked questions

Will we be able to help decide where facilities will go on our land?

We will work closely with landowners throughout the route development process, and it is the goal of the PowerOn Midwest utilities to collaborate with landowners to determine the transmission structure locations, to the extent possible. However, not all requests can be accommodated based on final engineering, cost, and other routing factors. We'll take your feedback into consideration as we finalize the location of the transmission line.



What activities are allowed within the easement area?

In general, the land can continue to be used as before, provided that the use does not interfere with constructing, operating, and maintaining the transmission line. In most cases, typical agricultural activities may continue within the easement area after the transmission line is operational in a similar fashion as before the transmission line was built (except for around the transmission structures). Landowners can typically place underground utilities and drain tile through the easement area, but it is important that the landowner and utility coordinate with each other to ensure those installations are compatible before they are built. We encourage landowners to discuss the activities they plan to conduct within or near the easement area after the line is constructed.

How close will the transmission line be to homes?

We carefully consider the locations of homes during route development and seek to design a route that minimizes impacts to residences. Due to engineering requirements, no residence will be allowed within the transmission line easement area.

Will eminent domain be used for this project?

The PowerOn Midwest utilities will work with landowners to reach voluntary agreements. In the event agreements cannot be reached in a timely fashion, then the utilities may be required to obtain the necessary rights for the project by exercising their right of eminent domain. Even when a proceeding has begun, utility representatives will continue to negotiate with landowners and will dismiss the proceedings if an agreement is reached.



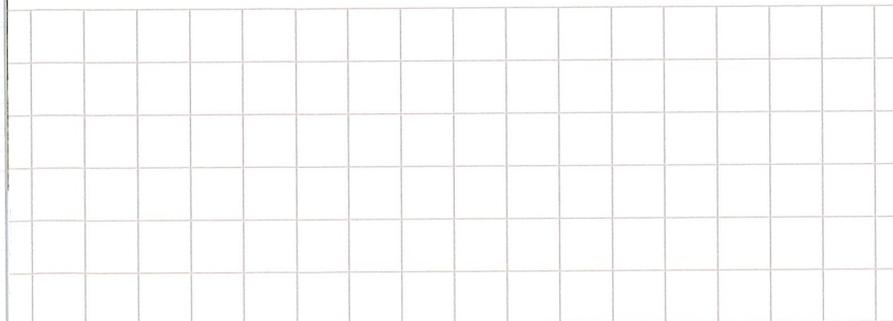
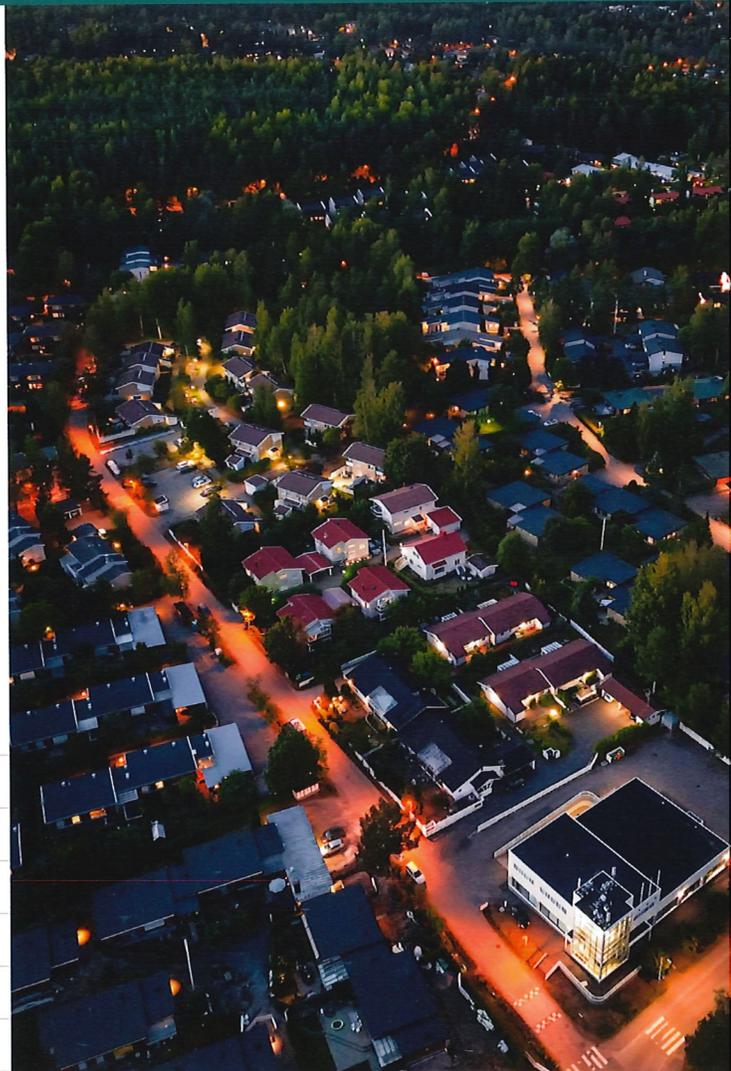
Electric transmission and agriculture:

What to know

PowerOn Midwest is working with landowners and communities to power our region today and into the future. As power sources evolve and electricity demand grows, PowerOn Midwest and other electric transmission upgrades are needed to ensure reliable, low-cost power for customers.

Transmission in the community

There are more than 240,000 miles of high-voltage lines currently operating in the U.S. and millions of miles of distribution lines carrying electricity to homes and businesses. This safe, reliable infrastructure allows our communities and economies to thrive. PowerOn Midwest is enabling cost-effective, reliable generation and doing so in a diverse way that can coexist with the Midwest agricultural landscape.



Across the Midwest, agriculture and energy infrastructure have shared the landscape for decades. PowerOn Midwest is being developed in a way that recognizes the agricultural way of life.



Transmission lines and animals

We will work with landowners during construction to minimize impacts to livestock. We will coordinate any needed temporary relocations with temporary fencing or gating, and other measures as needed, making sure the livestock have access to feed and water supplies throughout construction. After construction, the construction areas are restored and livestock uses can return to normal. Decades of scientific research have shown that exposure to transmission lines is not a demonstrated cause of adverse effects on livestock.

Transmission lines and crops

During construction of the transmission line there may be temporary restrictions on some agricultural activities. Once construction is complete, agricultural activities can resume. The PowerOn Midwest team will communicate with landowners in advance of all pre-construction and construction activities. We will strive to coordinate construction activities with farming and livestock operations to minimize inconveniences. Landowners will be compensated for any crop damage.

Locating transmission line structures on cultivated land and pastureland

PowerOn Midwest will coordinate with landowners early in the planning process to identify and address potential impacts to cultivated land and pastureland before construction begins. When needed, transmission structures may be placed on cultivated or pastureland. In such cases, we will strive to position structures to minimize disruption to farming operations.



Transmission lines and farming equipment

The PowerOn Midwest team designed structures and transmission lines for safe operation in agricultural areas.

✓ Safety snapshot:

- Do not lift, elevate, build, or pass under a power line with any object, tool, or vehicle that could make contact or near-contact with the wires.
- If you're unsure of your equipment height, have someone be a spotter to double check your clearance from a safe distance away.

Locating transmission lines near irrigation systems

We will work with landowners to limit the impacts that the transmission lines may have on irrigation systems, including through thoughtful placement of the transmission structures. Where irrigations systems are going to be operated around or underneath the transmission lines, we will work with landowners to make sure the systems are set up to be compatible.

✓ Safety snapshot:

- Provide a good electrical ground for the pivot point.
- Prevent a solid stream of water from hitting the transmission lines.
- Contact a PowerOn Midwest representative before installing a new irrigation system.

Use of aerial applicators near transmission lines

Based on our experience with transmission lines, aerial applicators should be able to parallel new transmission infrastructure similar to how they work with existing infrastructure today. Some adjustments to aerial applicators flights may be necessary based on the line's orientation along fields.

Transmission lines construction

Most existing land uses can be maintained while still ensuring an obstruction-free right-of-way during construction. We will coordinate with landowners throughout the route development, construction, and restoration processes.

Common impacts during construction can include soil compaction, the need to temporarily relocate or limit access of livestock to avoid construction zones, and limitations of crop planting or harvest in the right-of-way.

Drain tile

Protecting drain tile during construction is a common concern, and it's something we manage regularly. We've successfully built transmission lines on properties that depend on drain tiles. We work with landowners to identify where drain tile is located and will work with landowners to minimize any impacts caused during construction.

If drain tile damage occurs during construction, we will work with landowners to repair the issue at our cost. Once construction is complete, it's rare that any long-term impacts occur, and we will work with landowners to correct any issues that are identified.



Agriculture and electric transmission lines have coexisted for more than 100 years, and today they both drive our economy. Crop cultivation and livestock farming feed our nation and the world.

Today untapped energy sources across the Midwest are becoming increasingly important to economic growth in rural areas. Building stronger electric infrastructure is essential to ensure the Midwest continues to thrive.

Modern infrastructure can be integrated safely into everyday life. This guide provides information about how electric transmission lines and agricultural crops and practices coexist now and for this project.



The Basics: Electromagnetic Fields



PowerOn Midwest is working with landowners and the community to power our region today and into the future. As power sources evolve and electricity demand grows, PowerOn Midwest is needed to ensure reliable, low-cost electricity for customers.

Modern infrastructure can be integrated safely into everyday life.

There are more than 500,000 miles of transmission lines and millions of miles of distribution lines operating safely and powering homes, schools and businesses in the country today. People living and working near transmission lines may have questions about electric and magnetic fields (EMF). This fact sheet provides general information to help you get started on understanding EMF. For more in-depth information, please refer to the resources list on the back.

The Basics: electric and magnetic fields.

EMF is commonly used as an abbreviation for three technically different but related terms: electric fields from the use of electricity, magnetic fields from the use of electricity, or electromagnetic fields from devices that use radio frequency. Electric fields relate to voltage and magnetic fields relate to current. For alternating-current transmission lines, both electric fields and magnetic fields occur at extremely low frequency (they are non-ionizing). EMF are all around us — from natural sources (like the Earth's magnetic field) and human-made sources (like household wiring and appliances).

Magnetic fields are created by electric current and are present near all devices and wires in which electricity is flowing. Both electric and magnetic fields decrease quickly as the distance from the source increases. A few hundred feet from the proposed transmission lines, electric and magnetic fields are usually indistinguishable from everyday background levels. Magnetic fields are a function of current, geometry, and distance, not of voltage. Electric fields are a function of voltage, geometry, and distance.

EMF at home, school, and work.

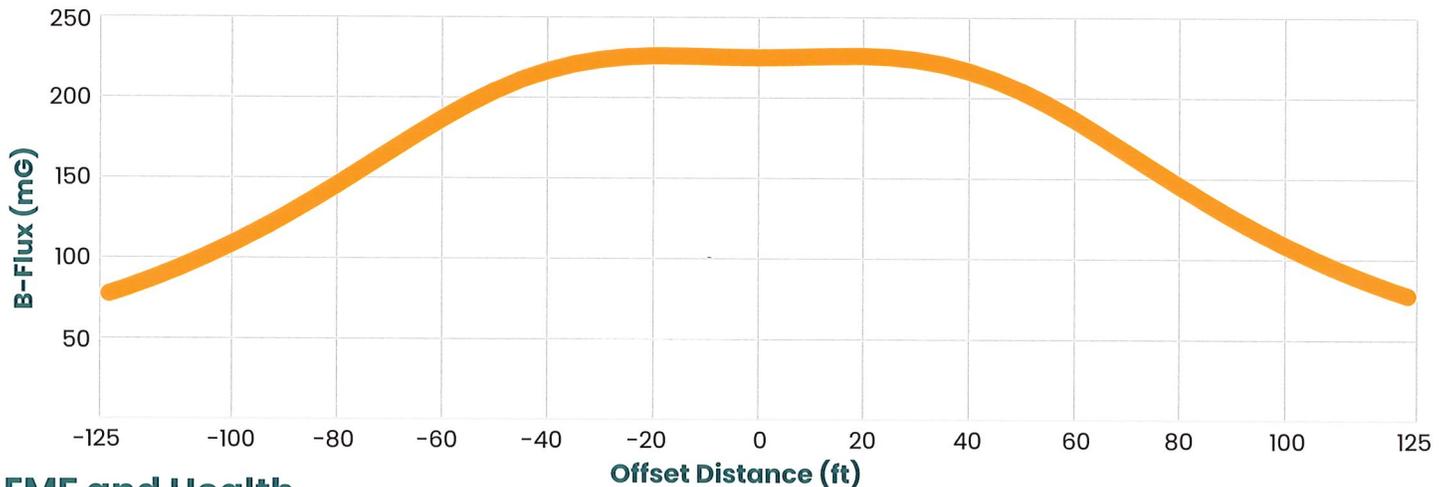
EMF are created whenever electricity flows or an electrical force is present. These fields can occur naturally, such as in a person's brain, heart, and muscle. The level of magnetic fields, at 60 Hertz are also produced by everyday household items like space heaters, vacuums, kitchen appliances and electric blankets. The widespread use of electricity means we are exposed to EMF in our everyday environment at work, school, and home.

The following graphics provide magnetic field levels of common household appliances as well as anticipated magnetic fields under the proposed 765 kV line. Expected magnetic field levels from the proposed 345 kV lines are even lower.

MAGNETIC-FIELD LEVELS (IN MILLIGAUSS) MEASURED NEAR HOUSEHOLD APPLIANCES

 Hair dryer 6 in. away 12 in. away 300 mG 1 mG	 Electric shaver 6 in. away 12 in. away 100 mG 20 mG	 Blender 6 in. away 12 in. away 70 mG 10 mG
 Vacuum cleaner 6 in. away 12 in. away 300 mG 60 mG	 Coffee makers 6 in. away 12 in. away 200 mG 40 mG	

ANTICIPATED MAGNETIC FIELD LEVELS FOR POWERON MIDWEST 765 KV TRANSMISSION LINE



EMF and Health

EMF from power lines, and their effects on health, have been studied for more than 40 years by governmental bodies, public health organizations, and government appointed scientific panels all over the world. Initially, there were concerns of a possible association between childhood leukemia and magnetic fields of transmission lines. Subsequent research failed to demonstrate a causal relationship between transmission lines and any health risk. The World Health Organization (WHO) and other health agencies have concluded that, at levels of EMF exposure found near transmission lines, there are no known health consequences.

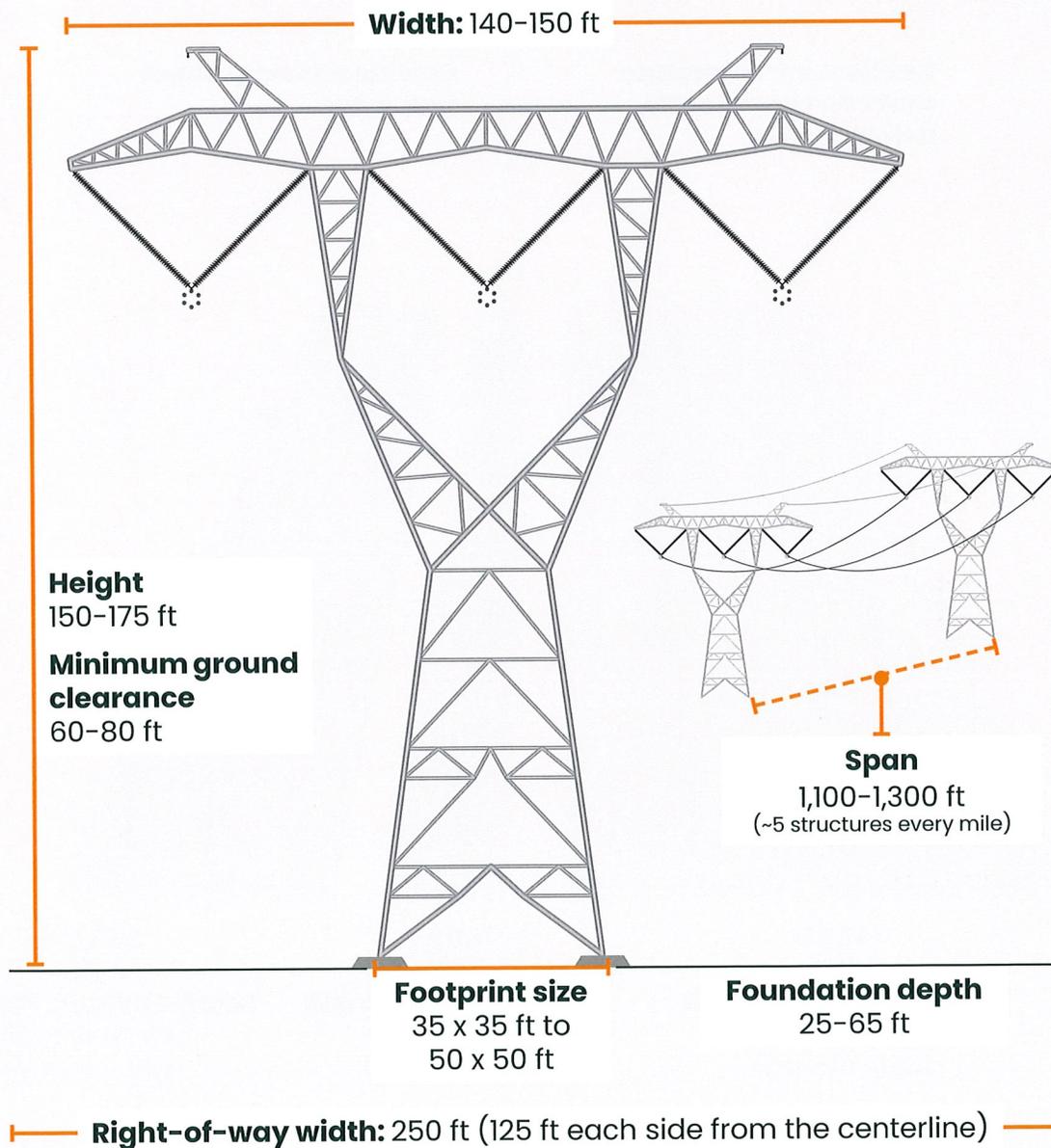
EXPERT SOURCES AND USEFUL LINKS

- International Commission on Non-Ionizing Radiation Protection (ICNIRP). Power Lines – Low Frequency. Available at: <https://www.icnirp.org/en/applications/power-lines/index.html>. Accessed October 30, 2025.
- National Institute of Environmental Health Sciences; National Institutes of Health. Electric and Magnetic Fields Associated With the Use of Electric Power. 2002. Available at: https://www.niehs.nih.gov/sites/default/files/health/materials/electric_and_magnetic_fields_associated_with_the_use_of_electric_power_questions_and_answers_english_508.pdf. Accessed October 30, 2025.
- National Cancer Institute. Electromagnetic Fields and Cancer. Available at: <https://www.cancer.gov/about-cancer/causes-prevention/risk/radiation/electromagnetic-fields-fact-sheet>. Accessed October 30, 2025.
- World Health Organization. Electromagnetic Fields. Available at: https://www.who.int/health-topics/electromagnetic-fields#tab=tab_1. Accessed October 30, 2025.

765 kV Structures

Transmission structures play a vital role in the delivery of electricity. They support the components that are used to transport electricity. PowerOn Midwest is working with landowners and the community to power our region today and into the future.

Typical structure



Why 765 kV technology

765 kV technology was identified in the planning process as the preferred solution for the region, presenting several advantages:



Efficiently carries power over long distances



Fewer transmission lines needed to carry the same amount of power



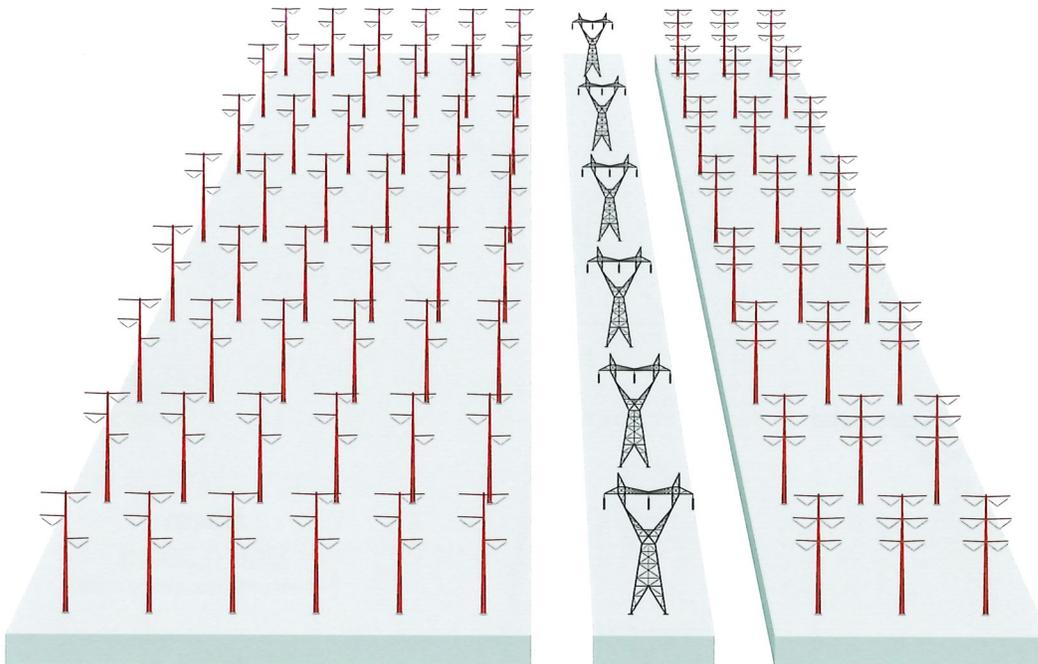
Fewer structures reduce impact on land, communities, and the environment



Resilient infrastructure that can consistently deliver power



Provides backup power pathways



**345 kV
SIX
SINGLE CIRCUIT TOWERS**
(900 ft of total right-of-way)

**765 kV
ONE
SINGLE CIRCUIT TOWER**
(250 ft of total right-of-way)

**345 kV
THREE
DOUBLE CIRCUIT TOWERS**
(450 ft of total right-of-way)

Brookings County Finance Office

Lori Schultz Brookings County Finance Officer

520 3rd st Suite 100 ♦Brookings, SD 57006

Phone: (605) 696-8251

Fax: (605) 696-8259

Email: lschultz@brookingscountysd.gov ♦Website: <http://www.brookingscountysd.gov>



Brookings County Commission
Finance Officers Report for December 2025

Items following:

- Auditors account with the treasurer
- Payroll and Additive Totals Be it noted item
- Highway Expenditure ReportNot available at this time
- Register of Deeds Report 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

Respectfully,

Lori Schultz

Brookings County Finance Officer

DECEMBER 2025 ADDITIVES	
AFLAC	\$7,033.40
AVESIS	\$1,725.69
OFFICE OF CHILD SUPPORT	\$399.00
DELTA DENTAL	\$9,722.34
FLEX ONE	\$1,916.64
PRINCIPAL LIFE INSURANCE	\$2,402.93
GARNISHMENTS	\$0.00
LOCAL TEAMSTERS	\$1,472.00
SDRS	\$79,989.20
SDRS SUPPLEMENTAL	\$4,425.00
EFTPS	\$136,910.15
WELLMARK	\$120,031.01
SDRS SPECIAL PAY PLAN FEE	\$0.00
SDRS SPECIAL PAY PLAN	\$0.00
TOTAL:	\$366,027.36

DECEMBER 2025 PAYROLL	
COMMISSION/HR/VETERANS	\$48,948.16
ELECTIONS	\$0.00
FINANCE OFFICE	\$37,900.75
STATES ATTORNEY/WELFARE	\$55,927.68
EQUALIZATION	\$37,899.48
REGISTER OF DEEDS	\$14,970.76
SHERIFF'S OFFICE	\$274,263.83
CORONER	\$861.26
COMMUNITY HEALTH	\$1,485.44
EXTENSION	\$3,671.14
WEED	\$5,490.21
PLANNING/ZONING	\$11,679.26
HIGHWAY	\$93,223.16
EMERGENCY MANAGEMENT	\$7,248.16
BCOAC	\$12,466.29
TECHNOLOGY	\$17,238.86
TOTAL:	\$623,274.44

Be it noted, additives in the amount of \$366,027.36
and payroll in the amount of \$623,274.44
both for the month of December 2025,
were presented to the County Commission.

Register of Deeds'
 Statement of Fees
 Collected during the
 Month of Dec

Filed Jan 7, 2026

County Finance Officer

By _____

Amount of Fees, \$ ^{Deputy} 41,548.50

BROOKINGS COUNTY REGISTER OF DEEDS MONTHLY REPORT		
	DECEMBER	2025
TRANSFER FEE		\$26,543.50
GENERAL FEES	\$10,761.00	
GENERAL FEES		
FINANCING STATEMENT	\$60.00	
LOCATION NOTICE	\$0.00	
TOTAL		\$10,821.00
MARRIAGE LICENSE		
11 X \$40.00=		\$440.00
VITAL RECORDS		
CERTIFIED COPIES		
BIRTH 71 X \$15=	\$1,065.00	
DEATH 112 X \$15=	\$1,680.00	
MARRIAGE 26 X \$15=	\$390.00	
TOTAL		\$3,135.00
XEROX COPIES & DISC		\$509.00
GRAND TOTAL		\$41,548.50

Register of Deeds' Statement of Fees Collected during the month of DECEMBER 2025

Brookings County, State of South Dakota

The sum of \$41,548.50 in Fees has been collected by me as Register of Deeds during the Month as shown per Register of Deeds Official Fee Book, Volume 40 on pages 254 & 266.

STATE OF SOUTH DAKOTA

FB_312342---FB_312699

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 Register of Deeds, as required by law, during the month of December 2025.

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. Since the date of her last report or the beginning of her term of office she has charged or received such officer, fees in the sum of \$41,548.50.

Dated this 7th day of January, 2026.

Beverly Chapman

Register of Deeds

Subscribed and sworn to before me this 7 day of Jan, 2026



Lou Schuler

Title of Officer

Be it noted, the Register of Deeds Statement of Fees
collected for the month of December 2025
in the amount of \$ 41,548.50
was presented to the County Commission.

BROOKINGS COUNTY
CASH BALANCES REPORT
AS OF: DECEMBER 31ST, 2025

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>101-GENERAL FUND</u>				
101-1-1010001	CLAIM ON CASH	27,407,052.77	(1,342,807.29)	26,064,245.48
101-1-1020000	CASH CHANGE/ROD	45.00	0.00	45.00
101-1-1020500	CASH CHANGE-TREASURER	2,600.00	0.00	2,600.00
101-1-1021000	CASH CHANGE/24-7 SOBRIETY	50.00	0.00	50.00
101-1-1022000	CASH CHANGE/SHERIFF COMMISSARY	0.00	0.00	0.00
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	0.00	0.00	0.00
101-1-1033000	PETTY CASH/WAGE WORKS	7,140.00	0.00	7,140.00
101-1-1034000	PETTY CASH/HUMAN SERVICES	0.00	0.00	0.00
101-1-1035000	PETTY CASH/DETECTIVES	100.00	0.00	100.00
101-1-1070000	RESTRICTED CASH	0.00	0.00	0.00
	TOTAL 101-GENERAL FUND	27,417,897.77	(1,342,807.29)	26,075,090.48
<u>201-ROAD & BRIDGE FUND</u>				
201-1-1010001	CLAIM ON CASH	2,653,148.13	178,888.84	2,832,036.97
201-1-1070000	RESTRICTED CASH/ROAD & BRIDGE	0.00	0.00	0.00
	TOTAL 201-ROAD & BRIDGE FUND	2,653,148.13	178,888.84	2,832,036.97
<u>207-E-911 FUND</u>				
207-1-1010001	CLAIM ON CASH	53,474.18	(52,213.20)	1,260.98
207-1-1070000	RESTRICTED CASH IN BANKS	0.00	0.00	0.00
	TOTAL 207-E-911 FUND	53,474.18	(52,213.20)	1,260.98
<u>226-EMERGENCY MANAGEMENT</u>				
226-1-1010001	CLAIM ON CASH	299,263.95	7,447.73	306,711.68
226-1-1070000	RESTRICTED CASH	0.00	0.00	0.00
	TOTAL 226-EMERGENCY MANAGEMENT	299,263.95	7,447.73	306,711.68
<u>229-DOMESTIC ABUSE FUND</u>				
229-1-1010001	CLAIM ON CASH	3,297.50	(2,025.15)	1,272.35
	TOTAL 229-DOMESTIC ABUSE FUND	3,297.50	(2,025.15)	1,272.35
<u>248-24/7 PROGRAM</u>				
248-1-1010001	CLAIM ON CASH	148,324.70	(1,545.33)	146,779.37
248-1-1020000	CASH CHANGE	0.00	0.00	0.00
	TOTAL 248-24/7 PROGRAM	148,324.70	(1,545.33)	146,779.37
<u>250-ROD RELIEF FUND</u>				
250-1-1010001	CLAIM ON CASH	66,288.83	782.81	67,071.64
	TOTAL 250-ROD RELIEF FUND	66,288.83	782.81	67,071.64
<u>252-OPIOID SETTLEMENT</u>				
252-1-1010001	CLAIM ON CASH	11,789.74	36.33	11,826.07
	TOTAL 252-OPIOID SETTLEMENT	11,789.74	36.33	11,826.07
<u>295-RURAL ACCESS INFRASTRUCTU</u>				
295-1-1010001	CLAIM ON CASH	1,323,279.13	(97,223.44)	1,226,055.69
	TOTAL 295-RURAL ACCESS INFRASTRUCTU	1,323,279.13	(97,223.44)	1,226,055.69
<u>301-COUNTY BUILDING FUND</u>				
301-1-1010001	CLAIM ON CASH	1,733,188.43	(80,165.20)	1,653,023.23
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	1,733,188.43	(80,165.20)	1,653,023.23
<u>402-JAIL EXP DEBT SERVICE</u>				
402-1-1010001	CLAIM ON CASH	1,982,807.72	(450,636.81)	1,532,170.91
402-1-1060000	CASH WITH FISCAL AGENT	0.00	0.00	0.00
	TOTAL 402-JAIL EXP DEBT SERVICE	1,982,807.72	(450,636.81)	1,532,170.91

Fund Balance

December 2025

101-General Fund	
Nonspendable Fund Balance-Inventory	
Assigned Fund Balance-Samara Avenue	
Assigned - BATA	
Assigned-Subsequent Years Budget	\$265,000.00
Assigned-214th street	\$5,000,000.00
Assigned-Highway Shop	\$10,000,000.00
Assigned Fund Balance-Admininstration Building	\$500,000.00
Assigned Fund Balance-Future Bridge Structures	\$4,934,673.57
Future Econ Dvlpmnt Hwy Prjcts	
20th Street overpass/interchange	
Assigned Commissioner Projects	
Assigned Sheriff Radios	
Unassigned Fund Balance	\$3,035,550.62
Total	\$23,735,224.19

201-Road & Bridge Fund	
"Big" River Bridge	
"Big" Sinai Bridge	
Country Club Bridge	
Nonspendable Fund Balance-Inventory	
Restricted Fund Balance-Road Purposes	\$2,926,609.91
Restricted Fund Balance-Snow Removal	\$0.00
Assigned Fund Balance-Subsequent Year's Budget	
Assigned Fund Balance-Road Purposes	
Total	\$2,926,609.91

207-E911 Fund	
Total Revenues	\$521,983.89
Total Expenditures	-\$576,109.67
Restricted Fund Balance-911 Purposes	\$107,599.96
Assigned Fund Balance-911 Purposes	
Total	\$53,474.18

226-Emergency Management	
Total Revenues	\$148,469.17
Total Expenditures	-\$126,416.68
Restricted Fund Balance-Emergency Management	\$269,813.16
Assigned Fund Balance-Subsequent Year's Budget	
Assigned Fund Balance-Emergency Management	\$6,149.18
Total	\$298,014.83

229-Domestic Abuse Fund	
Total Revenue	\$8,268.85
Total Expense	-\$7,644.85
Restricted Fund Balance-Domestic Abuse	\$2,673.50
Assigned Fund Balance-Domestic Abuse	\$0.00
Total	\$3,297.50

248-24/7 Program	
Total Revenue	\$48,945.47
Total Expense	-\$13,027.00
Restricted Fund Balance-24/7 Sobriety	\$111,761.20
Assigned Fund Balance-24/7 Sobriety	\$0.00
Total	\$147,679.67

250-Register of Deeds Relief Fund	
Total Revenues	\$16,190.02
Total Expenditures	-\$30,840.02
Restricted for ROD Relief Fund	\$67,981.83
Assigned Fund Balance	\$12,957.00
Total	\$66,288.83

301-County Building Fund	
Restricted Fund Balance-County Building	\$1,754,186.96
Assigned Fund Balance-Courthouse Building Purposes	\$0.00
Assigned Fund Balance-Administration Building	\$0.00
Assigned Fund Balance-Bata Garage	
1921 Parking Lot	
Total	\$1,754,186.96

**BROOKINGS COUNTY
GENERAL FUND SURPLUS ANALYSIS
December 2025 estimates**

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 40% 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 31st and September 30th 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 31st and September 30th 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	\$ 26,064,245.48
10200 Cash Change	\$ 2,755.00
10300 Petty Cash	\$ 8,090.00
10400 Interest Bearing Accounts	_____
10500 Savings Certificates	_____
10600 Cash with Fiscal Agent	_____
10700 Restricted Cash in Banks	_____
10800 Taxes Receivable--Current	_____
11000 Taxes Receivable--Delinquent	\$ 57,736.94
11XXX Other Receivables	\$ 3,350.47
12800 Notes Receivable	_____
13100 Due from Other fund	_____
13200 Due from Other Government	_____
13300 Advance to Other Fund	_____
14100 Inventory of Supplies	_____
15100 Investments	_____
1XXXX Other Assets	_____

Deferred Outflows of Resources:

19800 Other Deferred Outflows of Resources	_____
--	-------

TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES

\$ 26,136,177.89 *

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	_____
21600 Accrued Wages Payable	_____
21820 Garnishment	_____
2030201 unapplied credits - county liens	_____
2030200 unapplied credits - jail costs	\$ (94.75)

GENERAL FUND SURPLUS ANALYSIS

GENERAL FUND SURPLUS ANALYSIS

Deferred Inflows of Resources:

25000 Unavailable Revenue--Property Taxes	\$ 42,024.87
25100 Unavailable Revenue--Special Assessments	
25200 Other Deferred Inflows of Resources	

Fund Balances:

27300 Nonspendable	
27400 Restricted	
27500 Committed	
27600 Assigned	\$ 20,684,673.57
27602 Capital Outlay Accumulations	
276XX _____	
276XX _____	
27700 Unassigned	\$ 5,409,574.20

**TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES
AND FUND BALANCES**

\$ 26,136,177.89

Following Year's General Fund Budget
(use current year for March analysis)

\$ 19,652,197.00

The unassigned fund balance, account 27700,
divided by the following year's General Fund budget
resulting in the fund balance percentage

28%

*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.

December 2025 Motor Vehicle Collections and Breakdowns

Grand Total MV Collected	\$623,319.56
Motor Vehicle Monies Sent to Stat.	\$484,921.24
Monies That Get Apportioned	\$138,398.32

Breakdown of MV Fees within the County

	County	Townships	Towns	Totals
Wheel Tax	\$28,449.67	\$3,556.21	\$3,556.21	\$35,562.09
14% Special Highway to Townships		\$30,115.00		\$30,115.00
5% Municipal to Cities			\$10,101.29	\$10,101.29
22.5% MV to County Road & Bridge Fund	\$55,659.12			\$55,659.12
Title Fees	\$3,123.00			\$3,123.00
Lien Fees And Misc Fees to County General Fund	\$3,837.82			\$3,837.82
63.75% Mobile Home Revenue				
Total	\$91,069.61	\$33,671.21	\$13,657.50	\$138,398.32

\$138,398.32

OTHER MONIES FROM STATE THAT WERE APPORTIONED OUT

hwy fund
replacement of
GFP fees

County				
Towns				
townships	\$21,219.00			
schools				
Water District				
TOTALS				

Fine Monies	\$24,035.67	Divided among schools based on enrollment
-------------	-------------	---

December 2025 Tax Breakdowns

Tax Dollars Stay With County	\$86,891.18
Advertising and Distress Warrant Fees	\$605.50
Total County	\$87,496.68
Townships	\$10,912.94
Cities	\$20,916.91
Schools	\$183,320.72
East Dakota Water	\$442.30
Special Assessments/road districts	\$6,310.25
TIF Collections	\$10,861.34
GRAND TOTAL TAX \$\$ COLLECTED	\$320,261.14

BROOKINGS COUNTY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2025

101-GENERAL FUND
 FINANCIAL SUMMARY

100.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
TAXES	15,199,831.00	82,625.66	15,327,064.64	100.84 (	127,233.64)
LICENSES & PERMITS	76,600.00	3,487.00	81,406.20	106.27 (	4,806.20)
INTERGOVERNMENTAL	1,762,177.26	20,684.23	1,603,870.04	91.02	158,307.22
CHARGES FOR GOODS & SERV	1,969,457.97	157,676.97	2,342,220.93	118.93 (	372,762.96)
FINES & FORFEITS	95,000.00	4,818.46	99,103.39	104.32 (	4,103.39)
MISC. REVENUE	858,926.67	90,183.21	1,202,781.43	140.03 (	343,854.76)
OTHER FINANCING SOURCES	44,928.56	7,664.50	63,113.07	140.47 (	18,184.51)
DEBT	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	20,006,921.46	367,140.03	20,719,559.70	103.56 (	712,638.24)

EXPENDITURE SUMMARY

COMMISSIONERS	1,882,438.75	38,507.80	1,203,880.01	63.95	678,558.74
CONTINGENCY	326,000.00	0.00	0.00	0.00	326,000.00
ELECTIONS	22,800.00	757.62	14,342.23	62.90	8,457.77
JUDICIAL SYSTEM	1,010,250.00	126,935.14	1,003,391.64	99.32	6,858.36
FINANCE OFFICE	743,387.15	52,814.84	718,295.73	96.62	25,091.42
STATES ATTORNEY	903,125.27	68,584.17	888,106.29	98.34	15,018.98
TEEN COURT	60,000.00	0.00	60,000.00	100.00	0.00
COUNTY BUILDING	697,464.48	52,754.50	555,923.45	79.71	141,541.03
DIRECTOR OF EQUALIZATION	768,663.79	57,122.80	729,049.02	94.85	39,614.77
REGISTER OF DEEDS	275,682.30	20,120.22	260,203.53	94.39	15,478.77
VETERAN'S SERVICE	177,184.72	12,943.98	170,112.00	96.01	7,072.72
PREDATORY ANIMAL CONTROL	5,922.35	0.00	5,922.35	100.00	0.00
INFORMATION TECHNOLOGY	656,276.04	22,209.63	654,005.60	99.65	2,270.44
HUMAN RESOURCES	155,131.93	8,824.64	141,368.03	91.13	13,763.90
SHERIFF'S OFFICE	2,651,233.02	213,063.98	2,622,116.10	98.90	29,116.92
COUNTY JAIL	3,044,447.04	257,500.08	2,987,247.78	98.12	57,199.26
CORONER	42,493.48	2,174.86	28,796.48	67.77	13,697.00
JUVENILE DETENTION	25,000.00	0.00	13,704.94	54.82	11,295.06
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	146,600.00	0.00	146,600.00	100.00	0.00
DRAINAGE COMMISSION	51,000.00	2,418.15	12,094.91	23.72	38,905.09
E-911	246,081.00	0.00	246,081.00	100.00	0.00
POOR RELIEF	123,686.71	6,117.34	87,002.48	70.34	36,684.23
FOOD PANTRY	6,000.00	0.00	6,000.00	100.00	0.00
COMMUNITY HEALTH NURSE	36,192.29	1,835.38	31,965.69	88.32	4,226.60
WIC	0.00	0.00	0.00	0.00	0.00
BATA	55,000.00	0.00	55,000.00	100.00	0.00
ICAP	20,149.00	0.00	20,149.00	100.00	0.00
DOMESTIC ABUSE	50,000.00	0.00	50,000.00	100.00	0.00
OTHER SOCIAL SERVICES	0.00	0.00	0.00	0.00	0.00
BEHAVIORAL HEALTH	83,500.00	6,309.01	68,384.81	81.90	15,115.19
ADVANCE	35,000.00	0.00	35,000.00	100.00	0.00

BROOKINGS COUNTY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2025

101-GENERAL FUND
 FINANCIAL SUMMARY

100.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
ECMH-CD	250,000.00	0.00	250,000.00	100.00	0.00
BROOKINGS EMPOWERMENT	0.00	0.00	0.00	0.00	0.00
PUBLIC LIBRARIES	32,200.00	0.00	32,200.00	100.00	0.00
HISTORICAL MUSEUM	5,000.00	0.00	5,000.00	100.00	0.00
SENIOR COMPANION	0.00	0.00	0.00	0.00	0.00
MENTORING	6,000.00	0.00	6,000.00	100.00	0.00
BCOAC	439,369.67	19,363.70	337,039.97	76.71	102,329.70
COUNTY EXTENSION	146,586.64	6,510.62	139,836.71	95.40	6,749.93
BROOKINGS CONS DISTRICT	35,000.00	0.00	35,000.00	100.00	0.00
WEED CONTROL	298,489.05	16,107.20	294,242.10	98.58	4,246.95
PLANNING & ZONING	298,254.00	24,484.23	293,779.01	98.50	4,474.99
1ST DISTRICT	52,754.00	0.00	52,753.26	100.00	0.74
ECONOMIC DEVELOPMENT	105,000.00	0.00	105,000.00	100.00	0.00
OTHER ECONOMIC DEVELOPME	1,300.00	0.00	1,300.00	100.00	0.00
TRANSFERS OUT	3,983,142.00	691,559.00	3,983,142.00	100.00	0.00
TOTAL EXPENDITURES	19,964,304.68	1,709,018.89	18,360,536.12	91.97	1,603,768.56
REVENUES OVER/(UNDER) EXPENDITURES	42,616.78	(1,341,878.86)	2,359,023.58		(2,316,406.80)

BROOKINGS COUNTY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2025

201-ROAD & BRIDGE FUND
 FINANCIAL SUMMARY

100.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAXES	700,000.00	46,521.31	699,970.91	100.00	29.09
LICENSES & PERMITS	8,000.00	690.00	7,580.00	94.75	420.00
INTERGOVERNMENTAL	5,005,831.33	75,837.47	5,204,528.68	103.97 (	198,697.35)
CHARGES FOR GOODS & SERV	10,983.20	0.00	27,330.91	248.84 (	16,347.71)
MISC. REVENUE	83,022.98	8,699.72	179,372.67	216.05 (	96,349.69)
OTHER FINANCING SOURCES	<u>3,609,627.00</u>	<u>657,930.25</u>	<u>3,599,825.30</u>	<u>99.73</u>	<u>9,801.70</u>
TOTAL REVENUES	<u>9,417,464.51</u>	<u>789,678.75</u>	<u>9,718,608.47</u>	<u>103.20 (</u>	<u>301,143.96)</u>
<u>EXPENDITURE SUMMARY</u>					
HIGHWAY ADMINISTRATION	11,174,616.29	601,485.65	9,673,187.20	86.56	1,501,429.09
	140,000.00	9,304.26	139,994.21	100.00	5.79
	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>11,314,616.29</u>	<u>610,789.91</u>	<u>9,813,181.41</u>	<u>86.73</u>	<u>1,501,434.88</u>
REVENUES OVER/(UNDER) EXPENDITURES	(1,897,151.78)	178,888.84 (	94,572.94)		(1,802,578.84)

BROOKINGS COUNTY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2025

207-E-911 FUND
 FINANCIAL SUMMARY

100.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
INTERGOVERNMENTAL	554,000.00	47,077.13	568,119.17	102.55 (	14,119.17)
MISC. REVENUE	1,400.00	0.00	941.85	67.28	458.15
OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	<u>555,400.00</u>	<u>47,077.13</u>	<u>569,061.02</u>	<u>102.46 (</u>	<u>13,661.02)</u>
<u>EXPENDITURE SUMMARY</u>					
911 SERVICES	<u>675,400.00</u>	<u>99,290.33</u>	<u>675,400.00</u>	<u>100.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>675,400.00</u>	<u>99,290.33</u>	<u>675,400.00</u>	<u>100.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	(120,000.00)	(52,213.20)	(106,338.98)		(13,661.02)

BROOKINGS COUNTY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2025

226-EMERGENCY MANAGEMENT
 FINANCIAL SUMMARY

100.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
INTERGOVERNMENTAL	50,888.00	0.00	3,071.27	6.04	47,816.73
CHARGES FOR GOODS & SERV	0.00	0.00	0.00	0.00	0.00
MISC. REVENUE	2,479.01	942.18	46,702.95	1,883.94 (	44,223.94)
OTHER FINANCING SOURCES	<u>134,515.00</u>	<u>33,628.75</u>	<u>134,515.00</u>	<u>100.00</u>	<u>0.00</u>
TOTAL REVENUES	187,882.01	34,570.93	184,289.22	98.09	3,592.79
=====					
<u>EXPENDITURE SUMMARY</u>					
EMERGENCY & DISASTER SERV	<u>187,882.29</u>	<u>27,123.20</u>	<u>153,539.88</u>	<u>81.72</u>	<u>34,342.41</u>
TOTAL EXPENDITURES	187,882.29	27,123.20	153,539.88	81.72	34,342.41
=====					
REVENUES OVER/(UNDER) EXPENDITURES	(0.28)	7,447.73	30,749.34		(30,749.62)

BROOKINGS COUNTY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2025

229-DOMESTIC ABUSE FUND
 FINANCIAL SUMMARY

100.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
LICENSES & PERMITS	7,000.00	180.00	6,780.00	96.86	220.00
CHARGES FOR GOODS & SERV	<u>3,000.00</u>	<u>150.00</u>	<u>1,818.85</u>	<u>60.63</u>	<u>1,181.15</u>
TOTAL REVENUES	<u>10,000.00</u>	<u>330.00</u>	<u>8,598.85</u>	<u>85.99</u>	<u>1,401.15</u>
<u>EXPENDITURE SUMMARY</u>					
DOMESTIC ABUSE	<u>10,000.00</u>	<u>2,355.15</u>	<u>10,000.00</u>	<u>100.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>10,000.00</u>	<u>2,355.15</u>	<u>10,000.00</u>	<u>100.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(2,025.15)	(1,401.15)		1,401.15

BROOKINGS COUNTY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2025

248-24/7 PROGRAM
 FINANCIAL SUMMARY

100.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00
CHARGES FOR GOODS & SERV	65,000.00	334.00	46,699.92	71.85	18,300.08
MISC. REVENUE	950.00	450.92	3,675.50	386.89	(2,725.50)
TOTAL REVENUES	65,950.00	784.92	50,375.42	76.38	15,574.58
<u>EXPENDITURE SUMMARY</u>					
COUNTY JAIL	65,950.00	2,330.25	15,357.25	23.29	50,592.75
TOTAL EXPENDITURES	65,950.00	2,330.25	15,357.25	23.29	50,592.75
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(1,545.33)	35,018.17		(35,018.17)

BROOKINGS COUNTY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2025

250-ROD RELIEF FUND
 FINANCIAL SUMMARY

100.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
CHARGES FOR GOODS & SERV	16,000.00	822.00	17,012.02	106.33 (	1,012.02)
OTHER FINANCING SOURCES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>16,000.00</u>	<u>822.00</u>	<u>17,012.02</u>	<u>106.33 (</u>	<u>1,012.02)</u>
<u>EXPENDITURE SUMMARY</u>					
ROD RELIEF FUND	<u>47,000.00</u>	<u>39.19</u>	<u>30,879.21</u>	<u>65.70</u>	<u>16,120.79</u>
TOTAL EXPENDITURES	<u>47,000.00</u>	<u>39.19</u>	<u>30,879.21</u>	<u>65.70</u>	<u>16,120.79</u>
REVENUES OVER/(UNDER) EXPENDITURES	(31,000.00)	782.81 (	13,867.19)	(	17,132.81)

BROOKINGS COUNTY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2025

301-COUNTY BUILDING FUND
 FINANCIAL SUMMARY

100.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAXES	390,624.00	2,107.83	390,630.51	100.00 (	6.51)
INTERGOVERNMENTAL	16,500.00	0.00	16,819.58	101.94 (	319.58)
MISC. REVENUE	34,710.00	5,077.92	46,979.14	135.35 (	12,269.14)
OTHER FINANCING SOURCES	0.00	0.00	249,000.00	0.00 (	249,000.00)
TOTAL REVENUES	441,834.00	7,185.75	703,429.23	159.21 (	261,595.23)
<u>EXPENDITURE SUMMARY</u>					
COUNTY BUILDING	786,000.00	26,527.46	682,934.65	86.89	103,065.35
DEBT SERVICE	121,647.02	60,823.49	121,647.02	100.00	0.00
TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	907,647.02	87,350.95	804,581.67	88.64	103,065.35
REVENUES OVER/(UNDER) EXPENDITURES	(465,813.02)	(80,165.20)	(101,152.44)		(364,660.58)

Aged Accounts Receivable Report - December 2025

County Liens

10,870 Accounts in the Report

Current	\$157,582.52
30 days	\$50,123.63
60 days	\$28,010.41
90 days	\$107,989.60
over 120 days	\$9,401,874.15
Total	\$9,745,580.31

Court Appointed Attorney Fees	\$6,557,410.26
Civil Judgement Lien	\$190,802.68
Care of Poor	\$2,645,794.68
Involuntary Mental Illness	\$7,338.47
Voluntary Mental Illness	\$196,146.06
Prisoner Meds	\$123,350.74
Restitution (psycho sexual evals)	\$196.00
Transcripts	\$23,469.72
Other	\$1,071.70
Total	\$9,745,580.31

Jail Costs

2,858 Accounts in the Report

Current	\$1,356.08
30 days	\$1,096.33
60 days	\$0.00
90 days	\$21,793.07
over 120 days	\$2,615,669.41
Total	\$2,639,914.89

Jail Costs	\$1,891,352.18
Prisoner Meds	\$748,562.71
Total	\$2,639,914.89

2026 Brookings County Employee Wages - January 1, 2026

Allen, Carter E.	\$ 26.14	Johnson, Derrick N.	\$ 92,335.00	Weese, Sarah M.	\$ 25.36
Almos, Jayden M.	\$ 28.00	Jorgensen, Karl R.	\$ 23.90	Westall, Madison J.	\$ 22.28
Anderson, Jeffery G.	\$ 40.10	Kindt, Melanie K.	\$ 24.37	Wilderson, Charles A.	\$ 34.22
Andresen, Michael J.	\$ 26.38	Knutson, David K.	\$ 29.44	Wiles, Kirk A.	\$ 23.65
Baatz, Kira W.	\$ 25.63	Kponyoh, Felicia A.	\$ 26.67	Witchey, Kristen L.	\$ 40.10
Baker, Jenna L.	\$ 30.35	Kreutner, Christine A.	\$ 29.75	Wooldridge, Michael A.	\$ 31.62
Barth, Bridget L.	\$ 27.49	Kriese, Jeremy	\$ 40.10	Wulf, Jay R.	\$ 26.38
Becker, Amanda L.	\$ 26.14	Krull, Warrin R.	\$ 25.63		
Beller, Jennifer J.	\$ 34.91	Kruse, Kristi M.	\$ 26.14		
Bender, Chloe E.	\$ 25.63	Langstraat, Manuel J.	\$ 42.61		
Berke, DeAnna M.	\$ 30.35	Larsen, Dane D.	\$ 36.32		
Biteler, David D.	\$ 97,987.00	Larson, Kimberly J.	\$ 24.37		
Bjordal, Suzanne M.	\$ 39.37	Larson, Kimberly L.	\$ 27.20		
Blanchette, Amber L.	\$ 24.37	Larson, Shelly L.	\$ 18.06		
Brandsrud, Rusty A.	\$ 30.63	Leen, Chandler D.	\$ 21.19		
Brehmer, Jacob E.	\$ 86,891.00	Luke, Alexander D.	\$ 32.89		
Broksieck, Jan M.	\$ 24.37	Maher, Angie D.	\$ 25.87		
Brutty, Anna L.	\$ 27.20	Maher, Rae Lynn	\$ 32.51		
Bublitz, David T.	\$ 32.55	Mette, Eric W.	\$ 31.91		
Buchholtz, Dennis H.	\$ 26.38	Mikulec, Sara J.	\$ 26.14		
Chapman, Beverly K.	\$ 95,935.00	Miller, Dave W.	\$ 24,338.40		
Chester, Thomas J.	\$ 37.09	Miller, Randy L.	\$ 30.67		
Christensen, Amy L.	\$ 32.85	Moser, Misty D.	\$ 33.51		
Christensen, Matt	\$ 32.89	Mulhair, Christopher A.	\$ 32.51		
Cramer, Lynn	\$ 34.86	Murray, Debra L.	\$ 21.19		
Cramer, Mandi L.	\$ 32.85	Nelson, Daniel C.	\$ 167,940.00		
DeJong, Darren J.	\$ 32.89	Ness, Paul R.	\$ 30.31		
Delaney, Michelle L.	\$ 30.31	Neyens, Gary J.	\$ 25.63		
Dicke, Aarick	\$ 28.04	Neyens, Kaden M.	\$ 26.14		
Drent, Dawson J.	\$ 28.04	Nordbye, Donald A.	\$ 25.63		
Dunkelberger, Geoffrey G.	\$ 26.14	Oxner, Austin J.	\$ 111,676.00		
Enz, Gregory J.	\$ 32.51	Pester, Nathan J.	\$ 27.49		
Erickson, Andrew	\$ 81,128.00	Pichura, Titus N.	\$ 25.63		
Erickson, David J.	\$ 11,346.57	Pillar, Matthew R.	\$ 30.07		
Erickson, Michael A.	\$ 32.51	Plowman, Shawn R.	\$ 46.12		
Euceda, Destiny J.	\$ 26.14	Poppen, Darrion K.	\$ 32.25		
Fee, Matthew D.	\$ 32.89	Post, Doug D.	\$ 24,338.40		
Foreman, Andrew R.	\$ 29.13	Rabchenia, Collin R.	\$ 26.14		
Fronk, Brandon V.	\$ 34.22	Radtke, Lisa M.	\$ 32.85		
Gabel, Kenneth L.	\$ 29.75	Reeser, Joshua D.	\$ 23.90		
Garza, Emmanuel	\$ 25.63	Reker, Donald J.	\$ 32.89		
Gay, James P.	\$ 30.63	Rentsch, Benjamin J.	\$ 25.87		
Giegling, Michael L.	\$ 40.10	Rodriguez, Tara	\$ 36.37		
Giesel, Chadley J.	\$ 27.49	Rue, Devlin M.	\$ 34.22		
Goertz, Amyah K.	\$ 25.63	Salvati, Joseph R.	\$ 77,157.00		
Guragai, Kritika	\$ 25.63	Schmidt, Matthew D.	\$ 25.63		
Gustad, Brian D.	\$ 108,186.00	Schulte, David D.	\$ 23.90		
Hansen, Amanda L.	\$ 25.63	Schultz, Lori A.	\$ 96,066.00		
Hansen, Jessica L.	\$ 24.37	Sneer, Rebecca A.	\$ 21.19		
Hardin, Samuel L.	\$ 31.62	Squires, Reid H.	\$ 35.61		
Harkness, Margaret E.	\$ 29.71	Stanwick, Martin E.	\$ 126,930.00		
Haug, Tim A.	\$ 26.14	Steen, Ashley L.	\$ 24.37		
Haugen, Richard L.	\$ 38.54	Steffensen, Stacy P.	\$ 110,349.00		
Heidemann, Terrance L.	\$ 25.87	Sunderland, Cody J.	\$ 40.96		
Hill, Robert W.	\$ 95,935.00	Teubert, Abigail R.	\$ 26.91		
Holder, Brendan W.	\$ 31.62	Thompson, Jack D.	\$ 29.17		
Hostler, Shawn M.	\$ 24,338.40	Thornton, Tonia A.	\$ 31.24		
Hotchkiss, Jay R.	\$ 21.19	Tjaden-Beutke, Ethan E.	\$ 26.14		
Huber, Kim S.	\$ 23.65	VanderWal, Kelly E.	\$ 24,338.40		
Hymans, Isabella A.	\$ 25.63	Walburg, Duane H.	\$ 31.62		
Jensen, Larry D.	\$ 24,338.40	Walsh, Melissa J.	\$ 28.56		
Jensen, Ryan J.	\$ 27.49	Warne, Alice N.	\$ 25.63		

BROOKINGS COUNTY DEVELOPMENT DEPARTMENT

Emergency Management/Planning, Zoning and Drainage

Brookings City/County Government Center

520 3rd Street, Suite 200

BROOKINGS, SOUTH DAKOTA 57006

ROBERT W. HILL

TELEPHONE (605) 692-5212

FAX (605) 696-8355

E-MAIL rhill@brookingscountysd.gov

January 14, 2026

Brookings American Radio Relay League (ARRL) Club / Storm Spotters 2026

The following individuals are members of the Brookings Radio Club and are trained as Severe Weather Storm Spotters for Brookings County.

NAME		NAME	
Bruce Bortnem	KE0NWX	Aiden Moechnig	KE0WPC
Dick Canaday	KB0QEF	Greg Moir	KA0NPW
Tony Chmelar	KD0DSH	Darel Palm	WB0CPW
Rebecca Chmelar	KGSTSS	Dave Peterson	KC0TWN
Don De Greef	WB0QDO	Keaton Spence	KF0CCH
Harlan Feldhus	KC0FLK	Rollie Thompson	KC0OVC
Matthew Holden	K0BBC	Michael Lewis	K0AQE
Perry Johnson	WD0FET	Art Wilber	KC0ZHE
		Wayne Williams	KB0OVY
Dave Larson	WB0TSR	Brian Lewis	KE0MQY

Individuals listed have either received training on how to spot severe weather or will attend National Weather Service (NWS) sponsored training before actual spotting. They understand the risks involved with storm spotting and have volunteered under their own free will to assist Brookings County Emergency Management in a time of need during natural disasters.

Please let me know if you have any questions.

Sincerely,

Robert W. Hill
Emergency Manager

BROOKINGS COUNTY DEVELOPMENT
Planning, Zoning and Drainage / Emergency Management
Brookings City & County Government Center
520 3rd Street, Suite 110
Brookings, SD 57006
(605) 696-8350
E-Mail: countydevelopment@brookingscountysd.gov

Brookings County Commission
January 20, 2026, County Commission meeting

Updates to Brookings County Building Code Ordinance.
Ordinance 2026-01

Prepared by Richard Haugen
Brookings County Development, Deputy Director,

Brookings County Ordinance 2026-01 is updating our Building Code from 2015 International Residential Building Code (IRC) and 2015 International Building Code (IBC) and replacing it with 2021 International Residential Building Code (IRC) and 2021 International Building Code (IBC).

BROOKINGS COUNTY ORDINANCE 2026-01

AN ORDINANCE PROVIDING FOR THE ADOPTION OF THE 2021 INTERNATIONAL BUILDING CODE AND 2021 INTERNATIONAL RESIDENTIAL CODE.

BE IT ORDAINED BY BROOKINGS COUNTY, SOUTH DAKOTA:

WHEREAS, Brookings County, South Dakota, has previously adopted the 2015 International Building Code and the 2015 International Residential Code by way of Brookings County Ordinance # 2014-02.

WHEREAS, the Brookings County Board of County Commissioners deems it necessary for the purpose of continuous promotion of health, safety, and the general welfare of the County, to adopt the 2021 edition of the International Building Code and the 2021 edition of the International Residential Code.

THEREFORE, BE IT ORDAINED BY BROOKINGS COUNTY, SOUTH DAKOTA, that the 2021 editions of the International Building Code and the International Residential Code be adopted under the following provisions:

SECTION A.

1. The 2021 edition of the International Residential Code provides for regulation and means of governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of egress in Brookings County. This Ordinance will assist in providing for the issuance of permits and collection of fees.
2. The 2021 edition of the International Building Code provides for regulation and means of governing the condition and maintenance of all property, buildings and structures, by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use, and also provides for the condemnation of buildings and structures in Brookings County. This Ordinance will assist in providing for the issuance of permits and collection of fees.

SECTION B.

1. The Building Codes will be available for inspection at the Brookings County Development Office, 520 3rd Street, Suite 110, Brookings, SD 57006, marked and designated as the International Residential Code, 2021 edition, including Appendix Chapters, and the International Building Code, 2021 edition, including Appendix Chapters, both published by the International Code Council. The aforementioned Building Codes shall be and are hereby adopted as the Residential Code and Building Code of Brookings County, in the State of South Dakota, for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached

one and two family dwellings and multiple single family dwellings (townhouses) not more than three stories in height with separate means of egress; and also for regulating and governing the condition and maintenance of all property, buildings and structures, by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and for the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures. Both Codes will provide for the issuance of permits and collection of fees.

2. Each and all of the regulations, provisions, penalties, conditions and terms of said Residential Code and Building Code on file in the Brookings County Development Office are hereby referred to, adopted, and made a part hereof, as if fully set out in this Ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section B.3 of this Ordinance.
3. The following sections are hereby revised:

From the International Residential Code, 2021 edition:

Section R101.1 Title.

These provisions shall be known as the Residential Code for One-and Two-family Dwellings of Brookings County and shall be cited as such and will be referred to herein as "Residential Code."

Section R301.2.1. Wind Limitations. Under Section R301, Design Criteria, is amended to read as follows:

Section R301.2.1. Wind Limitations. The minimum basic wind speed for determining design wind pressure at any site shall be 115 miles per hour.

Section 1609.1.2. Minimum Wind Loads. Under Section 1609, Wind Loads, is amended to read as follows:

Section 1609.1.2. Minimum Wind Loads. The minimum basic wind speed for determining design wind pressure at any site shall be 115 miles per hour.

Section R301.2.3. Snow Loads. Under Section R301, Design Criteria, and 1608.1, is amended to read as follows:

Section R301.2.3. Snow Loads. The building official has determined the minimum roof ground snow load to be 40 pounds per square foot.

Section 1608.1. General. Under Section 1608, Snow Loads, is amended to read as follows:

Section 1608.1. General. The building official has determined the minimum roof ground snow load to be 40 pounds per square foot.

Section R310.1. Emergency Escape and Rescue Opening Required. Under Section R310, Emergency Escape and Rescue Openings, is amended to include the following additional subsection:

Section R310.2.3 Maximum Height from floor. Emergency escape and rescue openings shall have the bottom of the clear opening not greater than 48 inches above the floor.

From the International Building Code, 2021 edition:

Section 101.1. Title.

These regulations shall be known as the Building Code of Brookings County, hereinafter referred to as "Building Code."

Section 1612.3. Establishment of Flood Hazard Areas.

To establish flood hazard areas, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled, "The Flood Insurance Study for Brookings County," dated April 23, 2025 as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

SECTION C.

1. That Brookings County Ordinances Nos. 2001-01, 2008-01, 2008-03, and # 2014-02 and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION D.

1. That if any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Brookings County Commission hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION E.

1. That nothing in this Ordinance or in the Residential Code and Building Code hereby adopted shall be construed to affect any proceeding currently pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section C of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

SECTION F.

1. The Brookings County Finance Officer is hereby ordered and directed to cause this Ordinance to be published.

SECTION G.

1. That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted herein shall take effect on the twentieth day after its completed publication, unless suspended by operation of a referendum.

Adopted this 20th day of January 2026.

Chairperson
Brookings County Commission

ATTEST:

Lori Schultz, Finance Officer
Brookings County

First Reading: January 6, 2026
Second Reading: January 20, 2026
Adopted: January 20, 2026
Publications: January 30, 2026
Effective Date: February 20, 2026

City of Elkton Phase II Infrastructure
Improvements

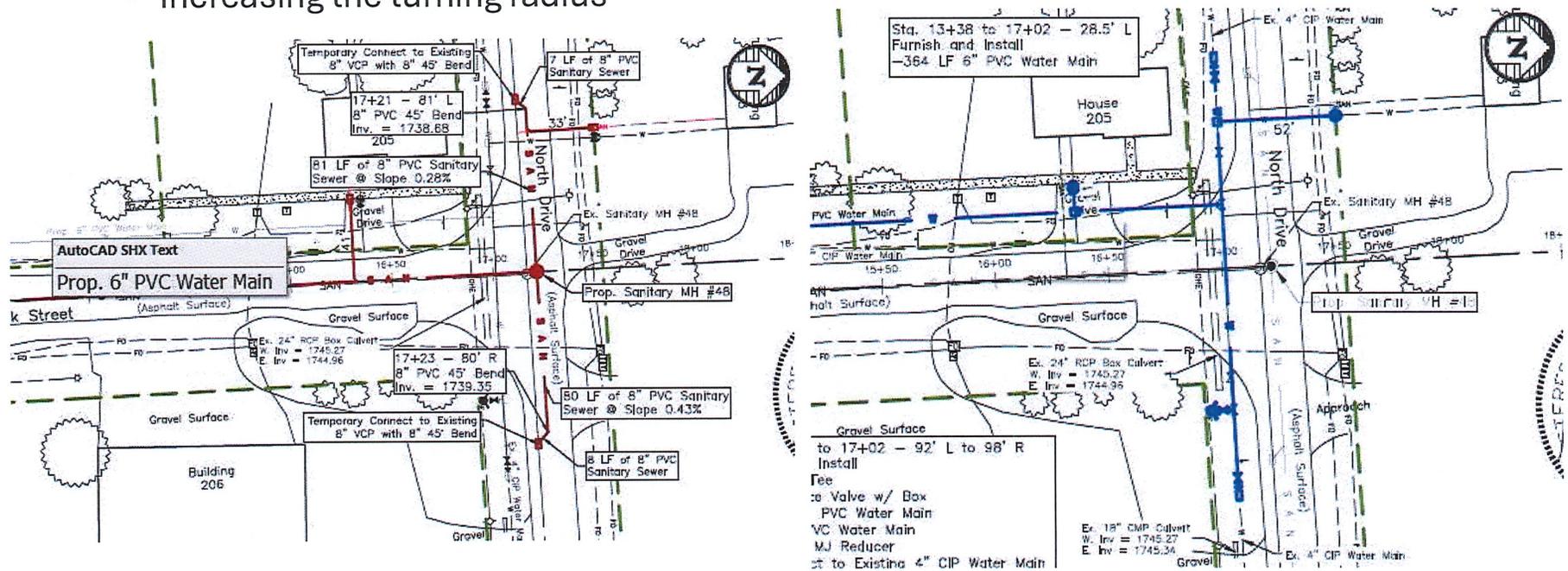
City of Elkton Infrastructure Improvements

- Curved sidewalk
- Includes Elk Street north of the railroad tracks, including the intersection with North Street (21 7th Street)
- Contract substantial completion date is November 1, 2026



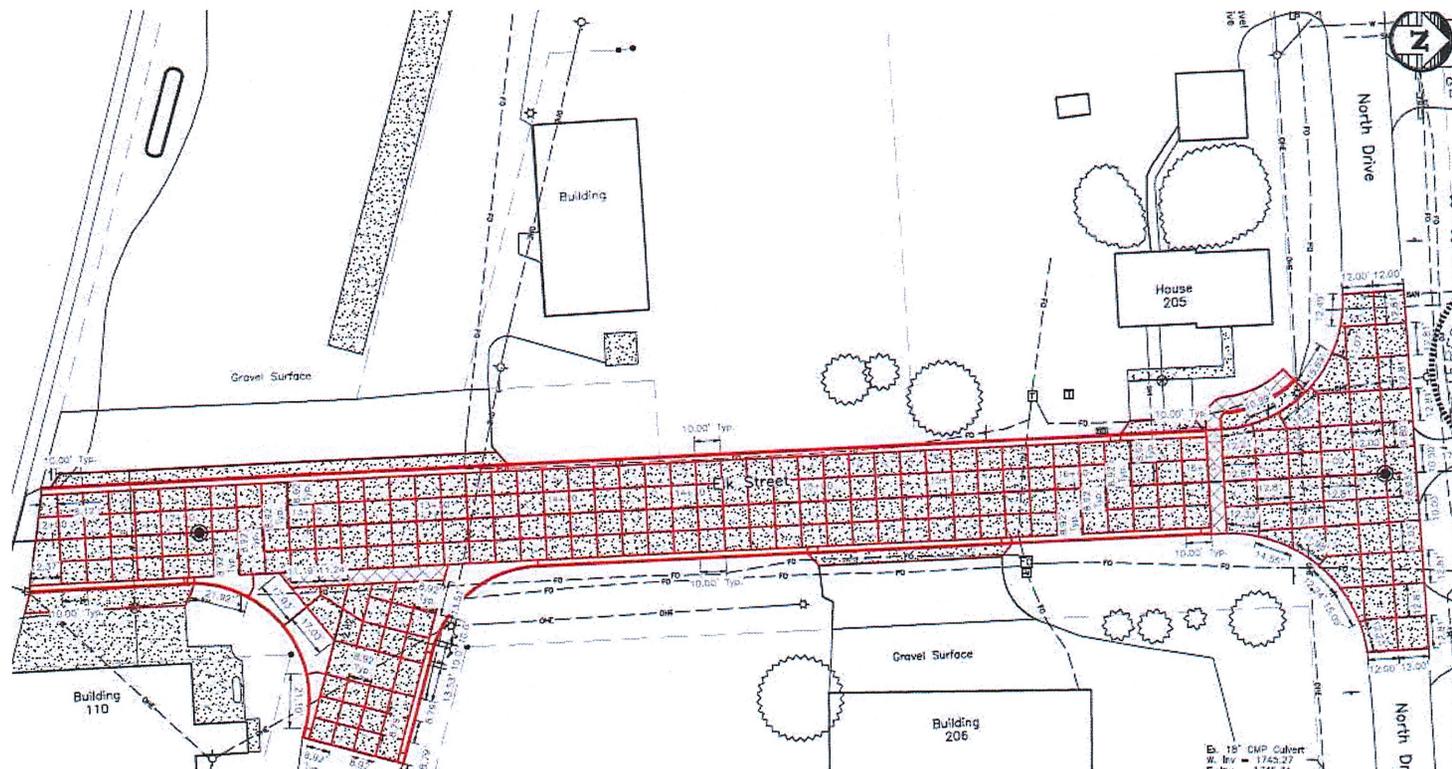
Elk Street and North Drive Intersection

- Replacing the sanitary sewer and water main
 - Moving the sanitary sewer to the centerline of North Drive
 - Concrete surfacing is included through the intersection
 - Increasing the turning radius



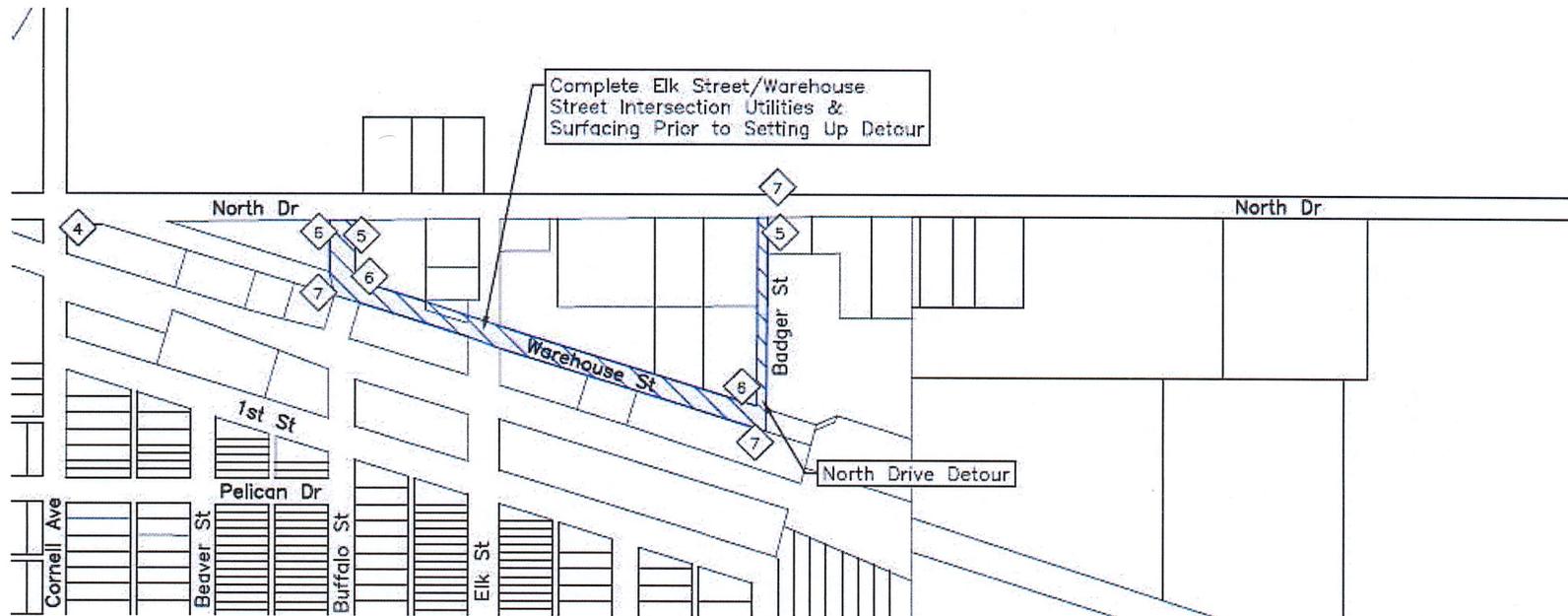
Elk Street and North Drive Intersection

- Concrete surfacing is included through the intersection
 - Increasing the turning radius



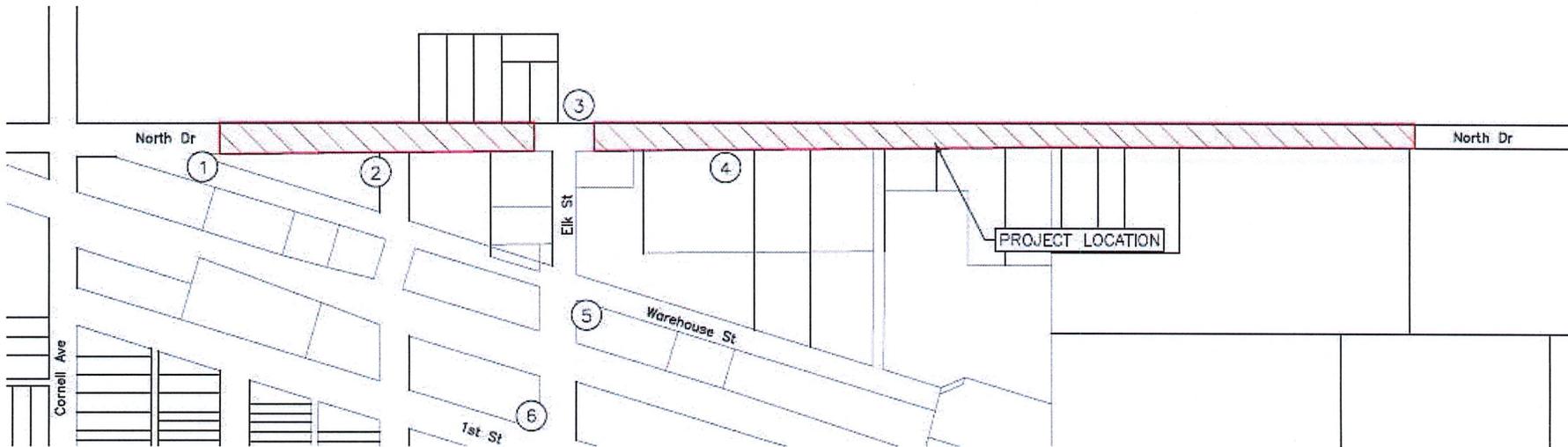
Elk Street and North Drive Intersection

- Detour



City of Elkton Phase IV Infrastructure Improvements

- City has submitted a funding application for Phase IV
 - DANR will make determination at the end of March
- Replacing remaining sanitary sewer and water main on North Drive



County Improvements

- 217th Street (North Drive)
- 486th Avenue (Cornell Drive)

- Street reconstruction to finish street reconstruction from City improvements to SDDOT improvements
- Review widening of North Drive to provide shoulder
- Review turning radius at 217th and 486th intersection
- Consider concrete surfacing at intersection
- Improve drainage
- Estimated project cost \$850,000

217th STREET AND 486th AVENUE IMPROVEMENTS

PRELIMINARY ENGINEERS ESTIMATE

Item	Description	Estimated Quantities	Unit Price	Total Cost
1	Mobilization	1 LS	\$49,200.00	\$49,200.00
2	Unclassified Excavation	4800 CY	\$17.00	\$81,600.00
3	Ditch Grading	5090 LF	\$10.00	\$50,900.00
4	Geotextile Fabric	2880 SY	\$2.50	\$7,200.00
5	Base Course, Furnished	2180 TN	\$25.00	\$54,500.00
6	Concrete Surfacing	850 SY	\$100.00	\$85,000.00
7	Asphalt Surfacing	840 TN	\$150.00	\$126,000.00
8	Gravel Surfacing	30 TN	\$30.00	\$900.00
9	18" RCP Culvert	344 LF	\$125.00	\$43,000.00
10	24" RCP Culvert	40 LF	\$150.00	\$6,000.00
11	Remove and Replace Topsoil	730 CY	\$10.00	\$7,300.00
12	Seed, Fertilize, & Mulch Disturbed Area	6520 SY	\$3.00	\$19,560.00
13	Asphalt Core & Testing for Compaction	2 EA	\$475.00	\$950.00
14	4" White Pavement Striping	1432 LF	\$4.00	\$5,728.00
15	Double 4" Yellow Pavement Striping	716 LF	\$4.00	\$2,864.00
16	Silt Fence	60 LF	\$5.00	\$300.00
17	Straw Wattle	30 LF	\$5.00	\$150.00
18	Railroad Protective Insurance	1 LS	\$20,000.00	\$20,000.00
19	Incidental Construction	1 LS	\$73,800.00	\$73,800.00
Subtotal			\$634,952.00	
Contingencies			\$52,048.00	
Total Construction Cost			\$687,000.00	
Design Phase			\$34,000.00	
Bidding & Negotiating Phase			\$5,000.00	
Construction Phase			\$32,000.00	
Resident Project Representative			\$57,000.00	
Legal and Administration Cost			\$20,000.00	
Legal Survey			\$5,000.00	
Land Purchase			\$10,000.00	
Total Project Cost			\$850,000.00	

January 14, 2026

**217TH STREET (NORTH DRIVE) AND 486TH AVENUE (CORNELL STREET)
STREET IMPROVEMENTS**

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of January 20, 2026 (“Effective Date”) between

Brookings County

(“Owner”) and

Schmucker, Paul, Nohr and Associates

(“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Street reconstruction of 217th Street, also known as North Drive, from the intersection of 486th Avenue to the east side of the City of Elkton, approximately 470 feet east of Badger Street. The street reconstruction will be in coordination with the City of Elkton’s utility project, consisting of replacing sanitary sewer and water mains. Street reconstruction of 486th Avenue, also known as Cornell Street, from 1st Street to the recently completed improvements by the SDDOT. Reconstruction will include the removal of existing surface, grading, placement of gravel base course and concrete or asphalt surfacing. Improvements to the turning radius of the intersection at 486th Avenue and 217th Street will be reviewed along with the widening of the street. These improvements and all their related improvements are hereinafter referred to as the “PROJECT”.

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Obtain field data (topographic survey), complete the design (plans & specifications), estimate costs, assist the OWNER in obtaining bids, assemble construction contract documents, and perform the construction engineering tasks as described in the Agreement for the Construction of the “Project”.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or

furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition),

prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer ~~shall~~ **may** jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. ~~Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.~~

- B. Owner shall procure and maintain insurance as set forth in Exhibit G. ~~Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
- 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that

the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver*: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices*: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s

costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. **“not used”**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. **“not used”**
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. **“not used”**
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Brookings County

By: _____
Print name: Shawn Holster
Title: Chair
Date _____
Signed: _____

Address for Owner's receipt of notices:
Brookings County
520 3rd Street
Brookings, South Dakota 57006

Designated Representative (Paragraph 8.03.A):
Brian Gustad
Title: Highway Superintendent

Phone Number: 605-696-8270
E-Mail Address: bgustad@brookingscountysd.gov

ATTEST

By: _____
Print name: _____
Title: _____

Engineer: Schmucker, Paul, Nohr and Associates

By: Jeffrey McCormick
Digitally signed by Jeffrey McCormick
DN: cn=Jeffrey McCormick, o=SPN-Helms and Associates, ou=email-jmccormick@spn-assoc.com, c=US
Date: 2026.01.14 10:24:27 -06'00'
Print name: Jeffrey P. McCormick, P.E.
Title: Principal
Date Signed: January 14, 2026

Engineer License Certificate No.: 8471
State of: South Dakota

Address for Engineer's receipt of notices:

2100 North Sanborn Boulevard
Mitchell, South Dakota 57301

Designated Representative (Paragraph 8.03.A):
Jeff P. McCormick, P.E.
Title: Principal

Phone Number: 605-996-7761
E-Mail Address: jmccormick@spn-assoc.com

ATTEST

By: Michael A. Schmit
Print name: Mike Schmit, P.E.
Title: Principal

This is **EXHIBIT A**, consisting of 16 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 20, 2026.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase*– **NOT APPLICABLE**

~~A. Engineer shall:~~

- ~~1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - ~~a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: [] *[List the specific potential solutions here.]*~~
 - ~~b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~
 - ~~c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [] *[insert specific number]* alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~~~
- ~~2. Identify potential solution(s) to meet Owner's Project requirements, as needed.~~
- ~~3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~
- ~~4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~
- ~~5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~
- ~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~

- ~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~
 - ~~8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~
 - ~~9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.~~
 - ~~10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."~~
 - ~~11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~
 - ~~12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.~~
 - ~~13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
 - ~~14. Perform or provide the following other Study and Report Phase tasks or deliverables: []
[] *List any such tasks or deliverables here.*~~
 - ~~15. Furnish [] review copies of the Report and any other Study and Report Phase deliverables to Owner within [] days of the Effective Date and review it with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
 - ~~16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's comments.~~
- ~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.~~

A1.02 *Preliminary Design Phase*

- A. ~~After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:~~
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner ~~during or following the Study and Report Phase~~, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. ~~Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.~~
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. ~~Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.~~

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

a. N/A

10. Furnish 3 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 60 days of authorization to proceed with this phase, and review them with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 3 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 14 days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: N/A.
 10. Furnish for review by Owner, its legal counsel, and other advisors, 5 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 30 calendar days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 14 calendar days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 5 final copies of such documents to Owner within 7 calendar days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase –*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: N/A.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase -*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
 5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
 6. *Original Documents:* ~~If requested by Owner to do so,~~ Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
 7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
- a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings,

Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. ~~Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~ **Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.**

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: N/A.
25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase -*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables: N/A.

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- C. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;

- d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
 17. ~~Preparing Record Drawings, and furnishing such Record Drawings to Owner.~~
 18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 20, 2026**.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- B. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- C. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- D. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- E. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Utility and topographic mapping and surveys.
 - 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- H. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- I. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- L. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties,

responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- M. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- N. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- O. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- P. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- Q. Place and pay for advertisement for Bids in appropriate publications.
- R. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- S. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- T. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- U. Perform or provide the following: N/A.

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This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated **January 20, 2026**.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of **\$71,000** based on the following estimated distribution of compensation:

- a. Study and Report Phase \$ **NA**
- b. Preliminary Design Phase \$ **21,000**
- c. Final Design Phase \$ **13,000**
- d. Bidding and Negotiating Phase \$ **5,000**
- e. Construction Phase \$ **32,000**

~~f. Post Construction Phase~~

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges):

a. **[NONE]**

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. ~~If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.~~
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **24** months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted **with the concurrence of the Owner.**

**COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.02 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation for the **217th and 486th Street Improvements** under this paragraph is estimated to be **\$57,000** based upon full-time RPR services on a ~~eight ten~~-hour workday, Monday through Friday, over a **143**-day construction schedule (105 days city utilities, 38 days county streets).

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of **1**.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 1**) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.1**.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.03 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1**.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 1**) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.1**.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 20, 2026**.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

A.1. REIMBURSABLE EXPENSES

- A.1.1. Vehicle miles shall be charged at the rate of \$0.70 per regular vehicle mile if a company owned vehicle, or actual cost of rental vehicles.
- A.1.2. Air transportation costs shall be at incurred cost for commercial or charter air service.
- A.1.3. Meals and lodging shall be charged at costs incurred by the ENGINEER.
- A.1.4. The cost of independent consulting and testing services (including, but not limited to, soils engineering and testing services) shall be charged at the cost incurred by the ENGINEER plus an assumed risk fee of 10% of the incurred cost.

A.2. MODIFICATIONS

- A.2.1. Hourly rates and charges as set forth herein shall be adjusted on January 2 of each calendar year, as applicable.

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This is **Appendix 2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 20, 2026.

Standard Hourly Rates Schedule

D. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

E. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

<u>Classification</u>	<u>Rates Per Hour</u>
Project Manager/Principal	\$260.00
Project Manager/Associate	\$250.00
Senior Project Manager	\$240.00
Senior Engineer	\$225.00
Project Engineer I	\$210.00
Project Engineer II	\$190.00
Project Engineer III	\$180.00
Project Engineer IV	\$170.00
Project Engineer V	\$165.00
Project Engineer VI	\$150.00
Project Engineer VII	\$145.00
Project Engineer VIII	\$135.00
Project Engineer IX	\$125.00
Land Surveyor I (R.L.S.)	\$200.00
Land Surveyor II (R.L.S.)	\$175.00
Land Surveyor III (R.L.S.)	\$150.00
Land Surveyor IV	\$135.00
Land Surveyor V	\$130.00
Drafting Supervisor	\$185.00
Project Administrator	\$160.00
Technician I	\$170.00
Technician II	\$165.00
Technician III	\$160.00
Technician IV	\$155.00
Technician V	\$150.00
Technician VI	\$135.00

Exhibit C – Appendix 2: Standard Hourly Rates Schedule.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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<u>Classification</u>	<u>Rates Per Hour</u>
Technician VII	\$130.00
Technician VIII	\$120.00
Technician IX	\$115.00
Technician X	\$100.00
Office Manager/Bookkeeper	\$165.00
Clerical	\$105.00

- B.1. For purposes of this Agreement, the Principals are identified as Robert J. Babcock, Jeff P. McCormick, Michael Schmit and Brandon Smid.
- B.2. For purposes of this Agreement, the Project Manager/Associate is identified as Brooke Edgar.
- B.3. Charges for all personnel classifications shall include all travel time. There shall be no increased charge for overtime hours.
- B.4. Charges for all personnel classifications in connection with providing depositions or court testimony shall be increased by a factor of 1.5. Charges for services so provided will include all travel time to and stand-by time at the location services are rendered. There shall be no increased charge for overtime hours.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 20, 2026.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Each Accident: **\$1,000,000**
 - 2) Disease, Policy Limit: **\$1,000,000**
 - 3) Disease, Each Employee: **\$1,000,000**
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): **\$1,000,000**
 - 2) General Aggregate: **\$2,000,000**
- d. Excess or Umbrella Liability --
 - 1) Each Occurrence: **\$5,000,000**
 - 2) General Aggregate: **\$5,000,000**
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
Each Accident **\$1,000,000**
- f. Professional Liability
 - 1) Each Claim Made **\$2,000,000**
 - 2) Annual Aggregate **\$2,000,000**
- g. Other (specify): **\$N/A**

2. By Owner:

- | | |
|--|--------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$ |
| 2) Disease, Policy Limit: | \$ |
| 3) Disease, Each Employee: | \$ |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$ |
| 2) General Aggregate: | \$ |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$ |
| 2) General Aggregate: | \$ |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$ |
| f. Other (specify): | <u>\$N/A</u> |

~~B. Additional Insureds:~~

~~1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:~~

- ~~a. _____
Engineer~~
- ~~b. _____
Engineer's Consultant~~
- ~~c. _____
Engineer's Consultant~~
- ~~d. _____
{other}~~

~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.~~

~~The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.~~

Exhibit G – Insurance.

This is **EXHIBIT I**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 20, 2026**.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).
 2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10. the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, and including but not limited to:
- B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

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This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 20, 2026.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ___ Additional Services to be performed by Engineer
- ___ Modifications to services of Engineer
- ___ Modifications to responsibilities of Owner
- ___ Modifications of payment to Engineer
- ___ Modifications to time(s) for rendering services
- ___ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



427 SOUTH CHAPELLE
C/O 500 EAST CAPITOL
PIERRE, SD 57501-5070
(605) 773-3595

RUSSELL A. OLSON
AUDITOR GENERAL

January 20, 2026

Brookings County
520 3rd Street
Brookings, SD 57006

This letter is intended to inform you of matters that must be formally communicated to those charged with governance in accordance with auditing standards generally accepted in the United States of America. These required communications include, but are not limited to, the following:

- 1) The auditor's views about qualitative aspects of the entity's significant accounting practices.
- 2) Any significant difficulties encountered during the audit.
- 3) Any disagreements with management.
- 4) Corrected and uncorrected misstatements, other than those that are trivial, brought to management's attention as a result of the audit.
- 5) Representations the auditor has requested from management.
- 6) Management's consultation with other accountants, if any.
- 7) Any significant issues arising from the audit that were discussed or communicated to management.
- 8) Any other findings or issues considered significant or relevant to those charged with governance regarding their oversight of the financial reporting process, such as any threats to auditor independence.

As part of performing the audit of the financial statements of Brookings County (County) as of December 31, 2024 and for the year then ended, we have identified the following matters that we feel are required to be communicated to those charged with governance.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant policies used by the County are described in Note 1 to the financial statements. No accounting policies were changed during the audit period noted above. We noted no transactions entered into by the County during the audit period for which there was a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Difficulties Encountered in Performing the Audit

We noted no significant difficulties in dealing with management in performing and completing our audit.

Disagreements with Management

For the purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no significant disagreements arose during the course of our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management and those charged with governance.

There were no material unposted audit adjustments for the audit period ended December 31, 2024. A recap of significant auditor recommended adjustments that were posted to the financial statements were given to and approved by the County Finance Officer.

Management Representations

We have requested certain representations from management that are included in the management representation letters dated January 20, 2026.

Management's Consultation with other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If consultation involves application of an accounting principle to the County's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

There were no other findings or issues noted during the audit.

This communication is intended solely for the information and use of those charged with governance and, if appropriate, management and is not intended to be and should not be used by anyone other than those specified parties.

Sincerely,



Cassi Chase
Auditor-in-Charge



427 SOUTH CHAPELLE
C/O 500 EAST CAPITOL
PIERRE, SD 57501-5070
(605) 773-3595

RUSSELL A. OLSON
AUDITOR GENERAL

January 20, 2026

Brookings County
520 3rd Street
Brookings, SD 57006

In planning and performing our audit of the financial statements of Brookings County (County) as of December 31, 2024 and for the year then ended, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, we considered County's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the County's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified.

Auditing standards generally accepted in the United States of America and *Government Auditing Standards* require that we provide you with this management letter to communicate:

1. Deficiencies Noted in Internal Control:
 - a. Deficiencies in internal control which are material weaknesses or significant deficiencies. Material weaknesses and significant deficiencies will be included in the schedule of current audit findings included in the audit report and are summarized later in this letter.
 - b. Deficiencies noted in internal control which did not rise to the level of being a material weakness or significant deficiency, yet are important enough to merit attention by those charged with governance. These deficiencies are described in detail later in this letter.
2. Violations of laws, rules and regulations and provisions of contracts or grant agreements.
 - a. Material violations of laws, rules and regulations and provisions of contracts or grant agreements. Material violations will be included in the schedule of current audit findings included in the audit report and are summarized later in this letter.

- b. Immaterial violations of laws, rules and regulations and provisions of contracts or grant agreements. These violations are described in detail later in this letter.
3. All unadjusted proposed audit adjustments to the financial statements which were not corrected, including the nature, amount and effect of the uncorrected misstatements. These adjustments have been determined by management to be immaterial, both individually and in the aggregate, to the financial statements, taken as a whole. The lead schedule of potential audit adjustments has been given to and discussed with Lori Schultz, County Finance Officer.

Deficiencies Noted in Internal Control Which Are Material Weaknesses Or Significant Deficiencies which are included in the schedule of current audit findings in the audit report:

1. The preparation of the annual financial reports in accordance with the modified cash basis of accounting resulted in material reporting errors. This is further discussed in Finding No 2400-001.

Deficiencies Noted in Internal Control Which Did Not Rise To The Level Of Being A Material Weakness or Significant Deficiency Yet Important Enough To Merit Attention Of Those Charged With Governance:

1. A Custodial Fund exists called the Brookings Fire Association Fund (#759). This fund consists entirely of General Fund cash. We recommend that the cash be maintained in the General Fund and a fund balance be assigned for the Brookings Fire Association.

Material Violations of Laws, Rules, and Regulations and Provisions of Contract and Grant Agreements which are included in the schedule of current audit findings in the audit report:

None Disclosed.

Immaterial Violations of Laws, Rules, and Regulations and Provisions of Contract and Grant Agreements

None Disclosed.

We also noted other less significant items throughout the course of the audit that were discussed with management.

This communication is intended solely for the information and use of the South Dakota Legislature, state granting agencies, and the governing board and management of Brookings County and is not intended to be and should not be used by anyone other than these specified parties. As required by South Dakota Codified Law 4-11-11, this report is a matter of public record and its distribution is not limited.

If you have any questions, please contact me.

Sincerely,



Cassi Chase
Auditor-in-Charge

BROOKINGS COUNTY
SCHEDULE OF PRIOR AND CURRENT AUDIT FINDINGS AND QUESTIONED COSTS

SCHEDULE OF PRIOR AUDIT FINDINGS

Prior Audit Findings:

The prior audit report contained no written audit findings.

SCHEDULE OF CURRENT AUDIT FINDINGS AND QUESTIONED COSTS

Section I - Summary of the Auditor's Results:

Financial Statements

- a. An unmodified opinion was issued on the financial statements of each opinion unit.
- b. No material weaknesses or significant deficiencies were disclosed by our audit of the financial statements.
- c. Our audit did not disclose any noncompliance which was material to the financial statements.

Federal Awards

- d. An unmodified opinion was issued on compliance with the requirements applicable to major programs.
- e. Our audit did not disclose any audit findings that are required to be reported in accordance with 2 CFR 200.516(a).
- f. The federal awards tested as major programs were:
 - 1. ALN #14.228 – Community Development Block Grant/State's Program
- g. The dollar threshold used to distinguish between Type A and Type B federal award programs was \$750,000.
- h. Brookings County did not qualify as a low-risk auditee.

Section II – Financial Statement Findings

Internal Control-Related Findings - Significant Deficiency:

Internal Control Over Financial Reporting

Finding No. 2400-001

Criteria:

The County's internal control structure should be designed to provide for the preparation of the annual financial reports, which includes having an adequate system for recording and processing entries material to the annual financial reports being audited in accordance with the modified cash basis of accounting.

Condition:

The County does not have an internal control system designed to provide for the preparation of the annual financial reports in accordance with the modified cash basis of accounting. We noted numerous significant reporting errors within the annual reports prepared by the County.

Context:

We identified misstatements on the 2024 annual financial reports that were either individually material misstatements or required corrections to properly present the annual financial reports. These corrections allowed for the issuance of an unmodified audit opinion on the financial statements.

Effect:

Inaccurate and incomplete information was presented to the users of the annual financial reports.

Cause:

The County does not have an internal control system designed to provide for the preparation of the annual financial reports in accordance with the modified cash basis of accounting.

Recommendation:

We recommend that the County strengthen internal controls over financial reporting.

Views of responsible officials and planned corrective actions:

Management chose not to respond to this finding.

NOTE TO TYPISTS:

None

Section III – Federal Award Findings and Questioned Costs

There are no written current federal compliance audit findings to report.



Brookings County
Board of County Commissioners

520 3rd St., Suite 210
Brookings, SD 57006
605-696-8205

BrookingsCountyCommission@brookingscountysd.gov

January 20, 2026

Cassi Chase
Department of Legislative Audit
225 S. Twin Pines Ave.
Sioux Falls, South Dakota 57110

We are providing this letter in connection with your audit of the financial statements of Brookings County as of December 31, 2024 and for the year then ended for the purpose of expressing an opinion as to whether the modified cash basis general purpose financial statements present fairly, in all material respects, the financial position of the governmental activities, aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Brookings County and the respective changes in financial position in conformity with a comprehensive basis of accounting other than generally accepted accounting principles. We confirm that we are responsible for the fair presentation of the aforementioned financial statements in conformity with a comprehensive basis of accounting other than generally accepted accounting principles. We are also responsible for adopting sound accounting policies, establishing and maintaining appropriate internal controls, and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, the following representations made to you during your examination.

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated 7/1/2025, for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance a basis of accounting other than United States Generally Accepted Accounting Principles (modified cash basis).
2. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
4. We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.
5. We have reviewed, approved, and taken responsibility for the financial statements and related notes.

6. We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
7. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
8. Related party relationships and transactions have been appropriately accounted for and disclosed.
9. All events subsequent to the date of the financial statements requiring adjustment or disclosure have been adjusted or disclosed.
10. The effects of uncorrected misstatements and aggregated by you during the current engagement are immaterial, both individually and in the aggregate, to the applicable opinion units and to the financial statements as a whole.
11. The effects of all known actual or possible litigation and claims have been accounted for and disclosed.
12. All component units, as well as joint ventures with an equity interest, are included and other joint ventures and related organizations are properly disclosed.
13. All funds and activities are properly classified.
14. All funds that meet the quantitative criteria in GASB Statement No. 34 and GASB Statement No. 65 for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.
15. All components of net position, nonspendable fund balance, and restricted, committed, assigned, and unassigned fund balance are properly classified and, if applicable, approved.
16. Our policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance are available is appropriately disclosed and net position/fund balance is properly recognized under the policy.
17. All revenues within the statement of activities have been properly classified as program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
18. All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.
19. All interfund and intra-entity transactions and balances have been properly classified and reported.
20. Special items and extraordinary items have been properly classified and reported.
21. Deposit and investment risks have been properly and fully disclosed.
22. With respect to your assistance in the preparation of the Notes to the Financial Statements and the Schedule of the County's Proportionate Share of Net Pension Liability, we have performed the following:
 - a. Made all management decisions and performed all management functions;
 - b. Assigned a competent individual to oversee the services;
 - c. Evaluated the adequacy of the services performed;
 - d. Evaluated and accepted responsibility for the result of the service performed; and
 - e. Established and maintained internal controls, including monitoring ongoing activities.
23. We have provided you with:

- a. Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes,⁷ and other matters;
 - b. Additional information that you have requested from us for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
24. All transactions have been recorded in the accounting records and are reflected in the financial statements.
25. We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
- a. Management;
 - b. Employees who have significant roles in internal control; or
 - c. Others where the fraud could have a material effect on the financial statements.
26. We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, vendors, regulators, or others.
27. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
28. We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.
29. There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.
30. The County has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
31. We have disclosed to you all guarantees, whether written or oral, under which the County is contingently liable.
32. We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62 (GASB-62), *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.
33. We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
34. There are no:
- a. Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
 - b. Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.
 - c. Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62
 - d. Restrictions, assignments or commitments of fund equity that were not properly authorized and approved.

35. The County has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
36. We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

Shawn Hostler, Brookings County Commission
Chairperson

Lori Schultz, Brookings County
Finance Officer

RESOLUTION #26-____

A RESOLUTION SETTING WEIGHT LIMIT ENFORCEMENTS
ON BROOKINGS COUNTY HIGHWAYS

WHEREAS, seasonal climatic changes can be detrimental to our highways; and

WHEREAS, the Brookings County Board of County Commissioners desires the enforcement of weight limitations on Brookings County roads as set forth by the Brookings County Highway Superintendent.

NOW THEREFORE BE IT RESOLVED, the limit on Brookings County highways shall be set as seven (7) ton per axle on all asphalt surface roads when limit signs are in place; and

The South Dakota Highway Patrol be and hereby is authorized and requested to enforce weight limitations on Brookings County highways.

BE IT FURTHER RESOLVED that the penalty for the violation of the load restrictions shall be as set forth in SDCL 32-22-55.

Vote of the Brookings County Board of County Commissioners: Yea _____ Nay _____

Dated this 20th day of January 2026.

Shawn Hostler, Chairperson
Brookings County Commission

ATTEST:

Lori Schultz, Finance Officer
Brookings County

BROOKINGS - The following roads will be posted at 7 tons per axle:

1. County Rd 1 - Hamlin County line to US 14 - (15 miles)
2. County Rd 2 - US 81 to County Rd 1 - (6 miles)
3. County Rd 4 - US 81 to County Rd 3 - (8 miles)
4. County Rd 3 - to County Rd 4 - (2 miles)
5. County Rd 4 - County Rd 3 to County Rd 5 - (2 miles)
6. County Rd 4 – County Rd 7 to (+/-) 1/2-mile West
7. County Rd 5 – County Rd 4 to Lake County line – (19.5 miles) except the ½ mile North of US 14
8. County Rd 6 - US 81 to County Rd 7 - (12 miles)
9. County Rd 7 - Hamlin County line to Bruce - (7.5 miles)
10. County Rd 7 - County Rd 6 to US 14 - (7 miles)
11. County Rd 8 from US 81 East to County Rd 1 - (5 miles)
12. County Rd 8 from County Rd 27 to County Rd 36 - (2 miles)
13. County Rd 8 - County Rd 77 to East - (5 miles)
14. County Rd 9 - County Rd 6 to US 14 - (7 miles)
15. County Rd 11 - County Rd 12 to Lake County line - (3.5 miles)
16. County Rd 12 - US 81 to County Rd 77 - (17.5 miles)
17. County Rd 16 - 0.5 miles West to Brookings City limits - (.5 miles)
18. County Rd 16A – 2.5 miles County Rd 21 to Aurora City Limits – (2.5 miles)
19. County Rd 17 - County Rd 12 to Moody County line - (4 miles)
20. County Rd 18 - 0.5 miles East to Brookings City limits - (0.5 miles)
21. County Rd 19 - County Rd 12 to Moody County Line - (4 miles)
22. County Rd 20 - County Rd 19 to County Rd 77 - (2 miles)
23. County Rd 21 -County Rd 26 to SD 324 - (2 miles)
24. County Rd 22 - County Rd 77 to County Rd 21 - (2 miles)
25. County Rd 25 - Deuel County line to the City of White - (7.5 miles)
26. County Rd 25 - SD HWY 30 to US 14 - (8 miles)
27. County Rd 26 – County Rd 77 to County Rd 21 - (2.5 miles)
28. County Rd 26A - County Rd 26 to County Rd 24 - (2 miles)
29. County Rd 27 - County Rd 8 to US 14 - (5 miles)
30. County Rd 29 - County Rd 42 to US 30 - (6 miles)
31. County Rd 30 - East City limits of Elkton to Minnesota State Line - (1 mile)
32. County Rd 32 - County Rd 35 to Minnesota line - (1.5 miles)
33. County Rd 33 - South City limits of Elkton to Moody County line - (2 miles)
34. County Rd 35 - Minnesota Border to US 14 - (13.5 miles)
35. County Rd 36 - County Rd 8 to North - (1 mile)
36. County Rd 38 - County Rd 77 to County Rd 25 - (7 miles)
37. County Rd 40 - County Rd 25 to County Rd 42 - (6 miles)
38. County Rd 42 - Deuel County line to Minnesota line - (5.5 miles)
39. County Rd 44 - County Rd 25 to Minnesota line - (11.5 miles)
40. County Rd 46 - County Rd 77 to East to 476 Ave - (5 miles)
41. County Rd 77 - Deuel County line to County Rd 6 to US 14 - (15 miles)
42. County Rd 77 - County Rd 24 to Moody County line - (3 miles)

Lieutenant David Campbell
SD Department of Public Safety – Highway Patrol
118 W Capitol Ave. Pierre, South Dakota 57501

Dear Lieutenant David Campbell,

Per SDCL 32-22-31.3, Brookings County would like to formally request assistance from the South Dakota Highway Patrol Motor Carrier Division to enforce the posted weight limits on our County Roads when the weather conditions merit and the signage is in place.

Please see attached Brookings County Resolution #26-_____ which was approved by the Brookings County Board of Commissioners on January 20, 2026.

Sincerely,
Brian Gustad
Brookings County Highway Superintendent



Commissioners,

Before you is an agreement with the City of Brookings, Brookings Municipal Utilities, and Brookings County for Esri software and service licensing.

This 3-year agreement is a cooperative agreement between the entities to share resources and benefits from the Esri Small Municipal and County Government Enterprise Agreement that was approved on December 2, 2025 (Agr. 25-90). This will be the third renewal of this agreement.

There have been updates to the licensing entitlements and the pricing, but the document remains largely the same as it has in the past. The State's Attorney office has reviewed the agreement with the updates and has approved of the agreement.

Thank you,

Shawn Plowman
IT Administrator

ENTERPRISE SOFTWARE COST SHARE AGREEMENT

This Agreement is entered into as of the _____ day of _____, 20___, by and between Brookings County ("County"), the City of Brookings ("City"), and Brookings Municipal Utilities ("BMU").

Subject to the terms and conditions of this Agreement, the County, the City, and BMU engage each other as partners to acquire Esri software, services, and licenses.

DUTIES: The County shall enter into a Small Enterprise Agreement – County and Municipal Government with Esri. The County, City, and BMU shall each be responsible to pay a share of the cost of that Small Enterprise Agreement. The City and BMU shall accept and pay Brookings County invoices for their respective share as set forth herein. The County may invoice the City and/or BMU in advance of when payment is due to Esri. The City and BMU shall report to Brookings County Commission Department Director Stacy Steffensen or designee in connection with performing the duties of this agreement. The County, City, and BMU shall each identify one or more representatives to a GIS Team that shall meet not less than twice a calendar year. The GIS Team shall be responsible for monitoring and evaluating usage of any limited quantities/resources/licenses provided under the agreement with Esri, resolving issues that may arise from use, and proposing any data-sharing agreements among the County, City, and BMU.

TERM: The term of this agreement shall commence upon execution of this Cost Share Agreement and shall continue through the term of the Small Enterprise Agreement. This Cost Share Agreement may only be extended thereafter by mutual written agreement.

PAYMENT PLAN: The total amount for the Small Enterprise Agreement is \$48,400 per year for three years. The City agrees to pay one-third of the total annual cost, which is \$16,133.33 for each year of this three-year agreement. BMU agrees to pay \$16,133.33 for each year of this three-year agreement. The County agrees to pay the balance of \$16,133.34. Any overage expense shall be borne by the entity that incurs it.

ENTITLEMENTS: Through this agreement each entity is entitled to 6 ArcGIS Online Contributor Users, 6 ArcGIS Enterprise Contributor Users, 41 ArcGIS Online Mobile Worker Users, 41 ArcGIS Enterprise Mobile Worker Users, 41 ArcGIS Online Creator Users, 41 ArcGIS Enterprise Creator Users, 10 ArcGIS Online Professional Users, 10 ArcGIS Enterprise Professional Users, 10 ArcGIS Online Professional Plus Users, 10 ArcGIS Enterprise Professional Plus Users, 10 ArcGIS Pro Online Creators or Professional Users, 10 ArcGIS Location Sharing for ArcGIS Online, 10 ArcGIS Location Sharing for ArcGIS Enterprise, 25,000 ArcGIS Online Service Credits, 6 ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise, one (1) Esri User Conference registration provided annually, and one (1) Tier 1 Help Desk individual authorized to call Esri. If an entity utilizes limited-quantity products beyond the listed entitlements, they will not incur additional charges until the total number of licenses or credits allocated under the Enterprise Agreement is fully utilized. When total usage exceeds the available entitlements, any overage charges will be billed proportionally among the entities that exceeded their individual entitlements to be calculated annually. Each entity's share of the overage cost will be calculated based on the percentage of its excess usage relative to the total excess usage across all entities. Resources that are limited but not specifically designated above will be available at the discretion of the GIS Team.

Each entity is entitled to access any uncapped resources available through the Enterprise Agreement.

If an entity requests additional products pursuant to the Esri agreement, the County will invoice that entity for all related costs. All entitlements associated with additional products are licensed to that entity for the duration of that agreement.

MISCELLANEOUS: Any party to this Cost Share Agreement that fails or neglects to enforce any of its rights under this agreement will not be deemed to have waived any of its rights. This agreement may only be amended by mutual written agreement of the parties.

Chairperson, Brookings County Commission

Date

City of Brookings

Date

Brookings Municipal Utilities

Date



Proposal

Date: 01/08/2026

To: City/County of Brookings
520 3rd St
Brookings, SD 57006
Attn: Jared Thomas

From: Jay Nelson
3413 Gateway Blvd
Sioux Falls, SD 57106
Phone: 605.203.1871
Jay.2.Nelson@jci.com

Project: Brookings CITCO Chiller and Boiler Replacement

Items cited on this proposal are priced in accordance with the Johnson Controls Sourcewell/NJPA contract #080824-JHN.

Johnson Controls proposes an alternative solution to replace the existing water-cooled chilled water system located in the basement of the CITCO building and the outdoor cooling tower with a modern air-cooled chilled water system. This solution offers significant advantages, including reduced water usage, simplified maintenance, improved energy efficiency, and enhanced system reliability.

Additionally, the scope of this project is to replace the existing hot water boilers and associated systems due to condition-related repair issues. Work includes the demolition of the old systems and installation of (2) new condensing boilers, pumps, piping, venting, controls, and electrical as specified.

Chilled Water System

Demolition / Removal

Mechanical:

- Take and analyze glycol sample from existing chilled water system prior to drain down.
- Disconnect, remove, and cap at main (as required):
 - Existing condensing water, heating water, and chilled water piping, including all valves, fittings, and hangers.
 - Existing water-cooled chiller, air separator, expansion tank, base-mounted pump(s), cooling tower, associated piping/controls, curbs/pads.
 - Cooling tower chemical treatment equipment.
 - 3-way control valve; piping prepared for new 2-way control valve.
 - Sanitary and domestic water piping as affected; patch/paint weather tight.
- Patch and restore wall/floor penetrations, finishes to match existing.
- **Chilled water buffer tank to remain; prepare for new piping connection.**

Electrical:

- Disconnect and remove all power, controls, and instrument wiring associated with equipment being demolished.
- Remove associated conduit, boxes, and supports to point of origin.
- Maintain electrical service to equipment/devices remaining in operation.
- Seal and patch junction boxes and wall/floor penetrations after demolition.
- Coordinate all electrical demolition with mechanical and other trades.

INSTALLATION (Turnkey Air-Cooled Chiller & Dry Cooler System)**Mechanical:**

- Provide and install **new air-cooled chiller system** to serve building chilled water needs.
 - York YLAA0155
 - Compressor Warranty - 66 Month (2-5 Year) Parts and Labor
 - MCHX Warranty - 66 months (5 Years) (Parts Only)
- Provide and install **adjacent dry cooler** to provide winter chilled water production, serving IT spaces.
- Provide and install new chilled water pumps, expansion tank, air separator, and all related piping, valves, fittings, and supports.
 - Connect new system to existing chilled water buffer tank.
- Provide all required curbs, pads, penetrations, weatherproofing, and patching as needed.
- Insulate new piping and equipment as required.
- Fill system to 35–37% propylene glycol/water solution.
- Reinstall fencing and restore site as required.

Controls & Sequences:

- Provide and install new controls for air-cooled chiller and dry cooler systems.
 - Controls to include winter/summer changeover, interlock between chiller and dry cooler, and dedicated sequences for IT loads.
 - Integrate with building automation system as required.
- Install new 2-way control valves at all necessary locations per sequences.
- Provide and install (2) new VFDs on pumps

Electrical:

- Provide new power wiring, conduit, controls wiring, junctions, and circuit protection for new air-cooled chiller, dry cooler, pumps, and accessories.
- All electrical installation per NEC and local requirements.
- Integrate all new equipment with building controls.
- Conceal and paint wiring/conduit as required in finished areas.
- Provide new outlet plate gasket seals, dedicated neutrals, and appropriate wire sizing per plans/codes.
- Test and commission new electrical/control systems.

Hot Water System

Demolition / Removal

- Disconnect and remove existing hot water piping, associated valves, fittings, hangers, and insulation.
 - Cap piping at the main to prepare for new system connection.
 - Disconnect and remove existing boiler pumps, associated valves, hangers, fittings, and controls.
 - Disconnect and remove existing combustion air ductwork and flue gas venting.
 - Prepare roof for new penetrations as required for new boilers.
-

New Boiler System Installation

Housekeeping Pad Modification

- Extend the existing pad as required to properly support the new boilers.

Boiler Installation

- Provide and install two (2) new **Aerco Benchmark 1500** condensing boilers with the following features:
 - 1500 MBH input (natural gas)
 - 20:1 turndown ratio
 - 160 PSIG max. working pressure
 - Ultra-low NOx emissions, 9 ppm or less
 - BACnet IP, Modbus TCP/IP integration
 - CSD-1 and FM approved
 - 439 stainless-steel heat exchanger; 10-year non-prorated warranty

Pump Installation

- Provide and install two (2) new primary boiler pumps:
 - **TACO KV4007DF2JAXA KV Series Vertical In-Line Pump**
 - 4" suction/discharge, 2 HP, ODP, 1150 RPM, Premium efficiency
 - 230-460/60/3, ANSI Class 125 connections, Baldor premium efficiency motors
 - Sized for 160 GPM at 20 ft. head, impeller trimmed as required

Piping Installation

- Install new hot water primary loop piping, including all required valves, fittings, supports, and insulation.

Venting and Combustion Air

- Provide and install new flue vent and combustion air ductwork as required for each boiler.
 - Combustion air and vent to be 6" diameter, terminate through roof per manufacturer requirements.
 - Provide all required roof work; ensure all penetrations are sealed weather-tight.

Electrical Installation

- Disconnect electrical circuits from existing boiler equipment.

- Install new 480V/3PH circuits and disconnects for the new boiler pumps.
 - Circuits sized and protected for (2) 2HP motors.
- Reconnect and terminate all required boiler electrical circuits to new equipment.

Controls Integration

- Furnish and install new boiler controls, integrating with the existing Metasys building management system.
 - Provide programming and commissioning to enable full system operation and monitoring.

General Requirements

- Provide all necessary project management.
- Submit all required product data/submittals for approval.
- Provide operations & maintenance (O&M) manuals and training to owner.
- Include engineering for design, equipment selection, and installation as required.
- All work to comply with applicable codes and standards.
- Keep work area clean; dispose of debris and removed equipment properly.

Exclusions

- Temporary heating/cooling (unless otherwise stated)
- Work not expressly listed above

General/Closeout:

- All work to be performed by licensed personnel.
- Engineered Drawings and Project Management Included
- Coordinate with other trades for all penetrations, patching, access, and commissioning.
- Provide O&M manuals and owner training for new systems.
- Deliver turnkey, complete and fully operational air-cooled chiller/dry cooler and boiler system.

Turnkey Pricing

Pricing

.....**\$1,053,540.00***

* Price includes estimated state and local taxes on material, but excludes change orders. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Exclusions & Clarifications (applies to all sections)

1. Pricing assumes normal working hours, Mon-Fri, 7am to 4pm. Excludes all off-hours work.
2. Excludes furnishing and/or installation of the following **unless noted otherwise in this proposal**;
 - a. Fire Smoke Dampers (FSD), Smoke Control Dampers (SCDs) Fire/Smoke Detectors or associated power and control wiring
 - b. Control Dampers
 - c. Starters, Disconnects or Variable Speed Drives
 - d. Line-Voltage Thermostats, Thermal Switches or Pushbutton Switches
 - e. Lighting Integration or Lighting Controls
 - f. Line voltage power
 - g. Mechanical Equipment
 - h. Access Doors
 - i. Thermometers, Thermowells or Pressure Gauges
 - j. Control Valves
 - k. Airflow Measuring Stations
 - l. Metering Devices
3. Excludes all 120v power to controllers, transformers or any other applicable devices.
4. Excludes any demolition work unless noted otherwise in this proposal.
5. Low voltage cabling will be installed using plenum rated cables without conduit in concealed, accessible locations. Where exposed or subject to damage, EMT conduit will be used. This applies to all control work.
6. Excludes any work or services associated or connected with the identification, abatement, cleanup, control, removal or disposal of hazardous materials or substances, including but not limited to asbestos or PCBs.
7. Start-up and/or verification of factory-installed controls to be provided by others.
8. Excludes Mineral Insulated Cable or work associated with the installation, procurement or wiring of said cable.
9. Excludes Maintenance or troubleshooting not associated with the scope of work described above.
10. Excludes Air or Water test & balancing
11. Work associated with occupancy/motion detector(s)
12. Excludes 3rd Party Commissioning or commissioning assistance unless noted otherwise in this proposal.
13. Excludes liquidated damages.
14. All invoices are net thirty (30) days.
15. **Excludes any and all items not specifically mentioned in the document above.**

Signatures

This proposal is hereby accepted, and Johnson Controls is authorized to proceed with the work, subject however, to credit approval by Johnson Controls.

This proposal is Valid for 30 Calendar days

Signature

Signature

Company: City/County of Brookings SD

Name:

Name: Jay Nelson

PO #:

Phone: (605) 362-5334

Date:

Email: jay.2.nelson@jci.com

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress-based billing can also include any services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due NET 30 days from the date of the invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms.

Schedule of Values	
Description of Work	%
Deposit	50
Mobilization	
Engineering	
Material	
Installation	
Commissioning	
*To be mutually agreed upon in writing at a later date	

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JC is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

No: This signed contract satisfies requirement **Yes:** Please reference this PO Number _____

AR Invoices are accepted via e-mail: **YES:** E-mail address to be used: _____

NO: Please submit invoices via mail

NO: Please submit via _____

Deposit Invoice accepted (50 %):

No: **Yes:**

Standard Terms and Conditions – U.S.A. and Canada

“JC” or “Johnson Controls” shall mean Johnson Controls Building Solutions, LLC for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JC’s offer and form the basis of any agreement (the “Agreement” resulting from JC’s proposal for the goods and/or services described. By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

(1) SCOPE OF WORK. This proposal is based upon the use of straight time labor only. JC and its subcontractors shall be provided access to the work site during regular business hours, or such other hours as may be requested by JC, including sufficient areas for staging, mobilization and storage. Plastering, patching and painting are excluded. “In-line” duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JC, shall be distributed and installed by others under JC’s supervision but at no additional cost to JC. Purchaser agrees to provide JC with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JC agrees to keep the job site clean of debris arising out of its own operations. JC’s obligation is limited to the scope of work set forth in JC’s proposal and does not include any modifications to the work site under the Americans with Disabilities Act or any other law or building code(s). In no event shall JC be required to perform any work JC reasonably believes is outside the scope of work without a written change order signed by Purchaser and JC. In the performance of the work, if JC encounters conditions at the work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings or (ii) unknown physical or pre-existing conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the type and character of the work, JC shall notify Purchaser of such conditions. If such conditions differ materially and cause an increase in JC’s costs of, or time required for, performance of any part of the work, JC shall be entitled to and Purchaser shall consent by change order to, an equitable adjustment of the contract price, contract time or both. Purchaser shall not charge any retention or back charge JC for any costs or expenses without JC’s written consent unless specifically noted in the statement of the scope of work or services undertaken by JC under this Agreement, JC’s obligations under this Agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JC shall not operate to compel JC to perform any work relating to such hazards or substances without JC’s express written consent.

(2) DEPOSIT, INVOICING & PAYMENTS. Purchaser agrees to pay JC pursuant to the progress billing schedule of values set forth in JC’s proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and JC will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. JC progress-based billing can also include services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 days from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Purchaser agreeing to these payment and invoicing terms. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other undisputed amounts remain due within 30 days from the date of invoice. This Agreement is entered into with the understanding that the work or services to be provided by JC are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to JC’s work or services, JC reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Purchaser agrees to pay for the applicable prevailing wage rates. In the event of Purchaser’s default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JC’s obligation to perform under the Agreement. Purchaser acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure to make payment in full when due is a material breach of this Agreement. Purchaser further acknowledges that if there is any amount outstanding on an invoice, it is material to JC and will give JC, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any work and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JC’s obligations under or terminate this Agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JC’s costs of collection, including (1) actual out of pocket expenses and (2) charge Purchaser a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JC’s election to continue providing future services does not, in any way diminish JC’s right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JC shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring work or JC otherwise performs work or services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Purchaser disputes any late payment notice or JC’s efforts to collect payment, Purchaser shall immediately notify JC in writing and explain the basis of the dispute. JC may increase prices upon notice to the Purchaser to reflect increases in material and labor costs. Prices may be adjusted by JC prior to shipment or installation to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. “Trade Restrictions” means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). In the event JC is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Purchaser hereby agrees that JC may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. JC may terminate the work immediately upon notice to the Purchaser if JC, in its sole discretion, determines that the premises are unsafe to be accessed by JC’s employees or subcontractors.

(3) MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JC, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JC shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore. Orders for materials or equipment included may be cancelled or modified by Purchaser only with JC’s express written consent. If cancellation or modification is allowed, Purchaser agrees to pay to JC all expenses incurred and damage sustained by JC on account of such cancellation or modification, plus a reasonable profit. At a minimum, Purchaser agrees to pay the following cancellation charges if JC consents to cancellation in writing of equipment manufactured by JC: For stock units, Purchaser will owe a restocking fee of ten percent (10%) of total sale price for such units. For custom units, cancelled by Purchaser after release to fabrication, cancellation charges shall be calculated according to the following formula: Cancellation charge = $(X + 0.1) \times \text{custom equipment sell price} / Y$, where X = number of weeks from date of release for

fabrication to the date of Purchaser notice of cancellation and Y = number of weeks for delivery as offered at the time of the contract. JC shall also be entitled to recover for all on site labor performed up to cancellation, plus reasonable demobilization costs.

(4) LIMITED WARRANTY. JC warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of twelve (12) months from delivery of said equipment, or if installed by JC, for a period of twelve (12) months from installation, whichever occurs first. No warranty is provided for third-party products and equipment installed or furnished by JC. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JC will transfer the benefits, together with all limitations, of that manufacturer's warranty to Purchaser. For equipment installed by JC, if Purchaser provides written notice to JC of any such defect within thirty (30) days after the appearance or discovery of such defect, JC shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment not installed by JC shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.** JC makes no and specifically disclaims all representations or warranties that the services, products, software or third-party product or software will be secure from cyber threats, hacking or other similar malicious activity, or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(5) LIABILITY. To the maximum extent permitted by law, in no event shall JC and its affiliates and their respective personnel, suppliers and vendors ("JC Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this Agreement. In any case, the entire aggregate liability of the JC Parties under this Agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JC for the performance of its obligations hereunder.

(6) TAXES/TARIFFS. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Purchaser, unless Purchaser presents an exemption certificate acceptable to JC and the applicable taxing authorities. If JC is required to pay any such Taxes or other charges, Purchaser shall reimburse JC on demand. If any such exemption certificate is invalid, then Purchaser will immediately pay JC the amount of the Taxes, plus penalties and interest.

(7) SCHEDULE. JC and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JC, JC shall be entitled to a change order equitably adjusting the compensation of JC to account for the increased costs associated with such schedule changes.

(8) DELAYS. JC shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JC's control, including, but not limited to Force Majeure Events, conditions of the premises, acts or omissions of the Purchaser, Owner or other contractors or delays caused by suppliers or subcontractors of JC.

(9) COMPLIANCE WITH LAWS. JC shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

(10) DISPUTES. JC shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Purchasers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Purchasers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JC and Purchaser hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JC, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Purchaser will pay all of JC's reasonable collection costs (including legal fees and expenses) as provided in Section 2. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims by JC for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

(11) INSURANCE. Insurance coverage in excess of JC's standard limits will be furnished when requested and required. No credit will be given or premium paid by JC for insurance afforded by others.

(12) INDEMNITY. To the fullest extent permitted by law, JC and Purchaser shall indemnify each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, actions, costs, expenses or liabilities to the extent attributable to the actions or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault.

(13) PATENTS. JC shall defend or, at its own option settle, any action against Purchaser brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights for Purchasers located in the United States or Canadian patents or copyrights, for Purchasers located in Canada, or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Purchaser gives JC prompt written notice of any such Claim, (ii) Purchaser gives JC full authority to defend or settle any such Claim, and (iii) Purchaser gives JC proper and full information and assistance, at JC's expense (except for Purchaser's employees' time) to defend or settle any such Claim. JC will pay those costs and damages finally awarded against Purchaser in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES**

OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of JC does not apply with respect to products or equipment or portions or components thereof (a) not supplied by JC, (b) made in whole or in part in accordance with Purchaser or owner specifications, (c) which are modified after shipment or installation by JC, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Purchaser continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Purchaser's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Purchaser will indemnify JC and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from JC's indemnity obligation herein.

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

(15) PURCHASER RESPONSIBILITIES. Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JC secure Network access for providing its work or services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the work, services or products.

(16) FORCE MAJEURE. JC shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JC to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JC, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JC. If JC's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JC shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JC is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JC will be entitled to extend the relevant completion date by the amount of time that JC was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JC's cost to perform the services, Purchaser is obligated to reimburse JC for such increased costs, including, without limitation, costs incurred by JC for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JC in connection with the Force Majeure Event.

(17) FAR. In the United States, JC supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JC will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

(18) DIGITAL ENABLED SERVICES; DATA. If JC provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JC's cloud-hosted software applications. Customer consents to and grants JC the right to collect, transfer, ingest and use such data to enable JC and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JC products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JC secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JC software and related equipment installed at Customer facilities and JC cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use. Certain equipment sold hereunder includes by default JC's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JC in advising Purchaser on (and Purchaser in better understanding) such equipment's health, performance or potential malfunction. **If Purchaser's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Purchaser's Equipment through the full equipment lifecycle, unless Purchaser specifically requests in writing that JC disable the remote connection, or Purchaser discontinues or removes such remote connection.**

(19) JC DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JC's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JC General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JC Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JC and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription

term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

(20) PRIVACY.

(a) *JC as Processor.* Where JC factually acts as Processor of Personal Data on behalf of Purchaser (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply.

(b) *JC as Controller.* JC will collect, process and transfer certain personal data of Purchaser and its personnel related to the business relationship between it and Purchaser (for example names, email addresses, telephone numbers) as controller and in accordance with JC's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Purchaser acknowledges JC's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Purchaser consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JC is mandatorily required from Purchaser's personnel under applicable law, Purchaser warrants and represents that it has obtained such consent.

(21) ASSIGNMENT. This Agreement is not assignable by the Purchaser except upon written consent of JC first being obtained. JC shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Purchaser.

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

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

T&C Version: 01/01/2026



South Dakota Department of Veterans Affairs

November 14, 2025

Dear County Auditor,

With the end of the year rapidly approaching, we would like to bring to your attention the matter of the state reimbursement for salary paid to your County Veterans Service Officer (CVSO).

SDCL 33A-1-30 and 33A-1-31 establish a reimbursement program for the Department to provide financial assistance for counties and tribes in paying a portion of the salaries of their CVSO's.

To reimburse you for CY 2025, we need a copy of the payroll ledger or individual earnings record for your veterans' service officer covering the period from January 1, 2025, through December 31, 2025. This document must be CERTIFIED by you, the County Auditor, as a true and factual statement of salary payments.

For future reimbursements starting in CY2026, your CVSO will be required to attend the SDDVA Annual Benefit School, one of SDDVA's mini conferences, host or participate in at least one veteran outreach event each quarter, and a new CVSO will participate in those mentioned above, as well as attend SDDVA's new VSO training program. Participation in these training opportunities ensures that your CVSO stays up to date with the ever-changing federal rules and regulations.

A signed copy of the agreement and the minutes of the commission meeting at which the agreement was adopted must be forwarded to SDDVA by February 1, 2026, to receive 2026 reimbursement.

The salary schedule and reimbursement rates are as follows:

County Population by 2020 Census	Minimum Salary Required	Reimbursement Rate
50,000 and over	\$20,625.00	\$5,156.25
20,000 – 50,000	\$19,250.00	\$4,812.50
10,000 – 20,000	\$16,500.00	\$4,125.00
5,000 – 10,000	\$12,375.00	\$3,093.75
Up to 5,000	\$8,250.00	\$2,062.50

Please mail the requested document(s) to: DJ Montreal, South Dakota Department of Veterans Affairs, 1600 W. Russell Street, Sioux Falls, SD 57104.

If you have any questions, please feel free to contact me at 605-204-9241 or .
dj.montreal@state.sd.us.

Sincerely,

A handwritten signature in black ink, appearing to read 'DJ Montreal', written in a cursive style.

DJ Montreal, Director of Operations and Communications
South Dakota Department of Veterans Affairs

<https://vetaffairs.sd.gov>
1600 W. Russell Street – Suite 407
Sioux Falls, SD 57104

REQUEST FOR STATE AID FOR SALARY OF
COUNTY VETERANS SERVICE OFFICER

Brookings County will participate under SDCL 33A-1-31 'State aid for salaries of County Veterans Service Officers (CVSO) – maximum reimbursement' for the period January 1, 2026, to December 31, 2026, and continued each year thereafter, unless terminated by either the County or State. Based on the 2020 census, which sets our county's population at 34,315. The annual salary paid for employment of a CVSO will not be less than \$ 19,250.

Upon compliance with 33A-1-26, 33A-1-31, and 33A-1-32, and committing our CVSO to attend: the SDDVA Annual Benefit School, one of SDDVA's mini conferences, host at least one veteran outreach event each quarter, and a new CVSO will participate in those mentioned above, as well as SDDVA's new VSO training program.

We request reimbursement as stated in SDCL 33A-1-32 at the end of the calendar year in which the expense occurs.

The action of the Board of County Commissioners stating their approval of this participation is carried in the minutes of the Commission meeting held on January 20, 2026.
(date)

Note: A certified copy of the commission minutes must be enclosed with this application.

(Date:)

County Commission Chairman

.....
The Department of Veterans Affairs adheres to the reimbursement of salaries for CVSO as prescribed under SDCL 33A-1-32. Subject to legislative appropriation, salary reimbursement as outlined in statute will be made following the end of the calendar year in which the expense occurs, providing the county is in compliance with SDCL 33A-1-32 and with the required training of CVSO.

(DATE:)

SDDVA Secretary

Automatic Supplement

To automatically supplement for unanticipated expenses incurred and reimbursement made to Brookings County.

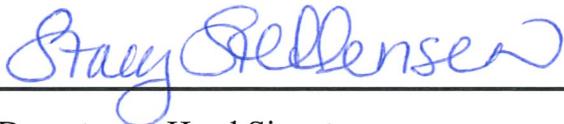
Department: Highway

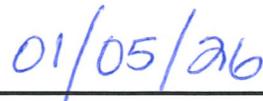
Amount: \$160,057.95

Reason: Reimbursement for Samara Avenue Project

Receipt #: 00755944

Line #: 201-4-311-4226





Department Head Signature

Date

BROOKINGS CO FINANCE OFFICE

REC#: 00755944 1/05/2026 1:20 PM
OPER: CK TERM: 009
REF#: 070218

TRAN: 400.0000 Misc Receipts
RECEIPT# 7 City of Volga
Samara Ave Proj #4
ACCOUNT 2013-3391000 \$160057.95
RECITY REIMBURSEMENT FROM CITY

TENDERED: 160,057.95 CHECK
APPLIED: 160,057.95-

CHANGE: 0.00



Stacy Steffensen, Commission Department Director

Brookings County

520 3rd St., Suite 210

Brookings, SD 57006

605-696-8205

ssteffensen@brookingscountysd.gov

STAFF REPORT:

Routine Business:

- Be it Noted Items:
 - State law requires the wages to be listed in the minutes each year in January.
 - The volunteers are noted in the minutes for work comp purposes.

Scheduled Agenda Items:

- Second Reading – Ordinance 2026-01: Deputy County Development Director Richard Haugen provided a staff report on this item. This ordinance updates the building codes from the 2015 versions to the 2021 versions.
- Elkton Water/Sewer Improvements: Jeff McCormick with SPN will be at the meeting to discuss this project. Page 1 of the contract fully describes the scope of this project that involves our County Roads 30 and 33. This includes the intersection and railroad crossing improvement design work at West North Drive (Brookings Co. Rd. 30 or 217th Street) and Cornell Avenue (Brookings Co. Rd. 33 or 486th Avenue).

Regular Business:

- Resolution – Weight Limit Enforcements: This resolution sets weight limits on county roads and authorizes enforcement until signage is removed. A list of county roads is included with the resolution.
- ESRI Agreement: IT Administrator Shawn Plowman provided a staff report on this item. This is a 3-year agreement between the county, city, and BMU for ESRI software and service licensing. ESRI is our GIS mapping software.
- Johnson Controls Proposal: This is the final cost proposal for the chiller and boiler replacement project for the Government Center. The total cost is \$1,053,540 and would be split with the city at the standard 52%/48% cost-share. The county's responsibility would be just under \$550,000. There is money budgeted for this project.
- VSO Reimbursement: This request is to receive some reimbursement back for our VSO salary. Veterans Service Officer Matt Pillar reviewed the requirements and stated that he and Assistant VSO Rusty Brandsrud already attend the required trainings.
- Automatic Supplement: This is reimbursement from the City of Volga for the Samara Avenue Project.

Veterans Service Officer Report

- Rides: DAV-1; Other-5
- Outreach Events: 2
- Training: SDDVA Mini-Conference (via Teams)
- 2025 Benefit Payment Information: \$1,208,694 in retro payments; month over month increase of \$184,484.94. These are direct payments to our veterans and money being spent in our county.

Director's Report

- The December month-end General Fund surplus ended at 28% for the year. This is right where we want to be, and slightly above the 26.6% 10-year average.
- We received some updated information from Matt Brey, Area Engineer with the SDDOT regarding safety mitigation measures discussed last year. That email is included with my report. It also references some concerns about the potential for an increase in traffic to the South Dakota Soybean Processors plant in Volga. SDSP's website lists State Highway 30 as an alternate route to the plant other than State Highway 14. However, Highway 30 ends north of Brookings and turns into County Road 6 and then County Road 7 from Bruce, south to Highway 14. The map on their website shows the routes.
- The Strategic Plan review will be after Exec Session. Please take time to review this document ahead of time to be able to offer any suggestions for changes, if needed.
- Sheriff Stanwick will be giving a tour of the jail for commissioners if you are interested in doing so after the meeting.

Public Notices

- a. January 19, Monday – Offices closed in honor of the Martin Luther King, Jr Day holiday.
- b. January 21, Wednesday – Brookings Day at the Capitol, Pierre
- c. January 27, Tuesday – Bid Opening for Annual Highway Bids, 2:30 PM, Commission Office
- d. February 5, Thursday – Mental Health First Aid Training, 8:00 AM – 5:00 PM, Dakota Nature Park, registration through United Way
- e. February 16, Monday – Offices closed in honor of the President's Day holiday.
- f. February 18, Wednesday – 2026 Stronger Together, Building Assets for Brookings, a Day for Suicide Prevention, 8:00 AM – 1:00 PM, Dacotah Bank Center, registration through United Way
- g. February 26, Thursday – Towns & Townships Meeting, 10:00 AM, BCOAC



Stacy Steffensen
Commission Department Director
Brookings County, South Dakota

Stacy Steffensen

From: Matt Pillar
Sent: Friday, January 2, 2026 9:39 AM
To: Stacy Steffensen
Subject: December VSO report/2025 final numbers
Attachments: 2025 Monthly Totals.xlsx; December 2025.xlsx

Rides: DAV – 1 Other – 5

Outreach: 2

Training: SDDVA Mini-Conference (Teams)

December is historically a quiet month but not so much this year, which is good! I put together all the monthly financial totals into a separate tracking sheet, which I had been looking forward to doing all year! Final totals are \$1,208,694.00 in retro payments (the monthly benefit payments that stack up while claims are being processed) with a month over month increase in benefits of \$184,484.94! Every penny directly to the veteran, being spend in our community!

Matt Pillar

Brookings County Veterans Services

520 3rd St., Suite 220

(605) 696-8260

mpillar@brookingscountysd.gov

Accreditation #52606

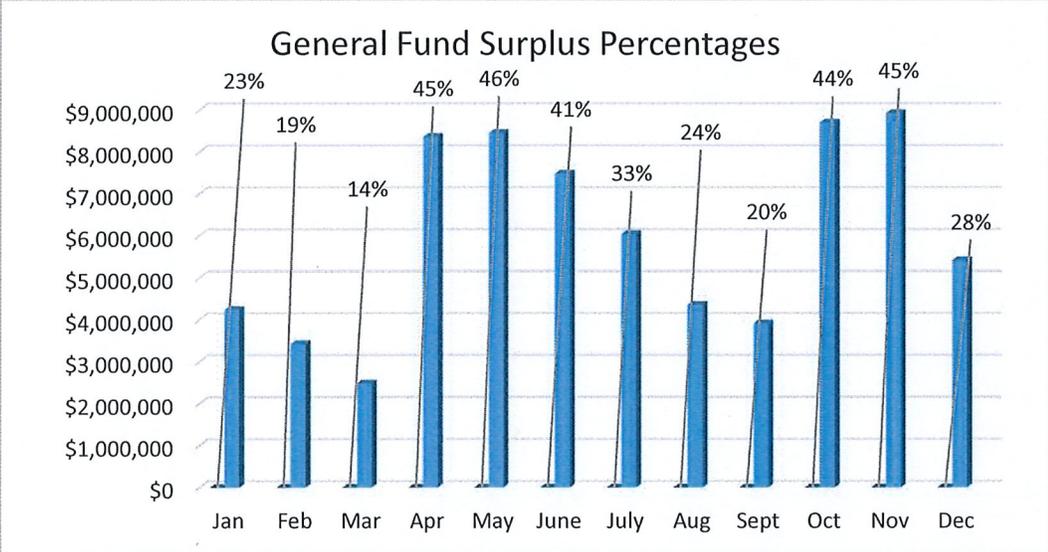
Facebook: Brookings County Veterans Service Office

Vetraspec ID #	# of VETERANS	STATUS	MONTH	0966 ITF	526	666C	4138	0995 / 0996	527 / 534	1330/M	530	1010	ROI	MISC	21-22	FORM(S)	OTHER COUNTIES	COUNTY DESIGNATION	TRANSPORTATION	RATING % Old/New	INCREASE	RETROPAYMENT	REMARKS	
91551			Dec-25																	90%	2,297.96	29,817.43	Initial rating granted.	
89166			Dec-25																	30-80	1507.47	571.40	Rating Increased due to new conditions granted. Weird retropayment due to previous rating error (VA's fault) and associated overpayment of benefits.	
46732			25-Dec																	40%	259.68	4592.00	Dependents added to award.	
20511			Dec-25																	10%	180.42	175.51	Initial rating granted.	
86122			Dec-25				x							x									Submitted additional evidence in support of ongoing compensation claim.	
89076			Dec-25																	70-90	734.11		Increased rating due to new condition granted.	
92422			Dec-25	x	x						x	x	x	x									Filed initial claim.	
76699			Dec-25																	80-90%	334.07	334.07	Increased rating due to increase in previously rated condition.	
91035			Dec-25	x	x															50			Currently 50%, filed new claim for one new condition.	
88770			Dec-25											x									Located records VA couldn't seem to find with help from Senator Rounds and provided them to VA in support of ongoing claim.	
30525			Dec-25	x	x															30			Currently 30%, filed claim for one new condition.	
71290			Dec-25																	10-90	2181.88	7042.16	Increased rating due to new conditions granted.	
90795			Dec-25																	10	180.42	2971.46	Initial claim granted with two conditions deferred.	
89447			Dec-25	x	x								x	x						60			Currently 60%, filed for 4 new conditions.	
37527			Dec-25	x									x	x	x								Filed ITF for Survivor Pension with A&A for veteran's surviving spouse.	
91782			Dec-25									x											Filed healthcare enrollment.	
91782			Dec-25																	70	1948.32	15215.07	Initial claim granted.	
92494			Dec-25				x	x												80			Currently 80%, filed HLR for several denied conditions.	
90891			Dec-25				x	x															Filed HLR for one denied condition.	
73516			Dec-25	x	x								x	x						90			Currently 90%, filed new claim for one new condition.	
60809			Dec-25																	50-70	787.41	4407.30	Rating increased due to new conditions granted.	
47485			Dec-25																				Permanently dependent adult child added to DIC award, financial terms unavailable for some reason.	
1108			Dec-25	x	x									x						70			Currently 70%, filed new claim for one additional condition.	
92502			Dec-25						x				x		x								Filed for government headstone for deceased veteran's family.	
90310			Dec-25																	20	356.66	2775.66	Initial claim granted with some conditions deferred.	
39032			Dec-25																		342.85	451.51	School aged dependent added to award.	
69992			Dec-25																		1558.00	21025.00	Survivor pension with aid and attendance granted for surviving spouse in nursing home.	
92318			Dec-25			x	x						x	x	x								Filed substitute claimant and related forms due to death of veteran with ongoing compensation claim.	
87691			Dec-25	x	x															80			Currently 80%, filed new claims for 3 additional conditions.	
TOTALS	0	0		0	0	0	0	0	0	0	0	0	0	0	0					0	0	12669.25	89378.57	

Vetraspec ID #	# of VETERANS	STATUS	MONTH	0966 ITF	526	686C	4138	0995 / 0996	527 / 534	1330 / M	530	1010	ROI	MISC	21-22	FORM(S)	OTHER COUNTIES	COUNTY DESIGNATION	TRANSPORTATION	RATING % Old/New	INCREASE	RETROPAYMENT	REMARKS
Jan-25																					32,817.74	199,337.41	
Feb-25																					7472.10	80314.93	
Mar-25																					31550.74	181712.09	
Apr-25																					11507.74	112917.40	
May-25																					10262.26	75669.85	
Jun-25																					10049.26	61376.11	
Jul-25																					25491.69	133608.95	
Aug-25																					8955.70	76585.00	
Sep-25																					12885.18	71920.33	
Oct-25																					9859.85	81502.49	
Nov-25																					10963.43	44370.87	
Dec-25																					12669.25	89378.57	
TOTALS	0	0		0	0	0	0	0	0	0	0	0		0			0	0			184484.94	1,208,694	1208694.00

Surplus Cash Analysis- 2025

Month	Percentage	Amount
Jan	23%	\$ 4,237,636.21
Feb	19%	\$ 3,420,114.26
Mar	14%	\$ 2,482,943.02
Apr	45%	\$ 8,355,188.57
May	46%	\$ 8,445,680.37
June	41%	\$ 7,473,886.26
July	33%	\$ 6,037,434.42
Aug	24%	\$ 4,350,538.22
Sept	20%	\$ 3,911,845.41
Oct	44%	\$ 8,694,008.58
Nov	45%	\$ 8,919,090.56
Dec	28%	\$ 5,409,574.20



General Fund Surplus Cash Analysis Yearly Comparisons

2025

Jan	23%
Feb	19%
Mar	14%
Apr	45%
May	46%
June	41%
July	33%
Aug	24%
Sept	20%
Oct	44%
Nov	45%
Dec	28%

2024

Jan	24%
Feb	21%
Mar	17%
Apr	44%
May	47%
June	39%
July	48%
Aug	40%
Sept	33%
Oct	62%
Nov	57%
Dec	29%

2023

Jan	24%
Feb	18%
Mar	18%
Apr	47%
May	49%
June	43%
July	43%
Aug	32%
Sept	25%
Oct	49%
Nov	46%
Dec	28%

2022

Jan	17%
Feb	14%
Mar	7%
Apr	32%
May	39%
June	37%
July	19%
Aug	12%
Sept	41%
Oct	68%
Nov	64%
Dec	27%

2021

Jan	26%
Feb	20%
Mar	13%
Apr	49%
May	49%
June	32%
July	29%
Aug	26%
Sept	24%
Oct	41%
Nov	21%
Dec	26%

2020

Jan	20%
Feb	10%
Mar	9%
Apr	43%
May	41%
June	37%
July	34%
Aug	25%
Sept	27%
Oct	55%
Nov	59%
Dec	25%

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%

Stacy Steffensen

From: Larry Jensen
Sent: Monday, January 12, 2026 11:01 AM
To: Stacy Steffensen
Subject: Fwd: Rumblestrips/Flashing stop signs/South Dakota Soybean Processors Volga

Sent from my iPhone

Begin forwarded message:

From: "Brey, Matt" <matt.brey@state.sd.us>
Date: January 12, 2026 at 10:29:46 AM CST
To: Brian Gustad <BGustad@brookingscountysd.gov>, Larry Jensen <LJensen@brookingscountysd.gov>
Cc: "Dorfschmidt, Matt" <Matt.Dorfschmidt@state.sd.us>
Subject: Rumblestrips/Flashing stop signs/South Dakota Soybean Processors Volga

Brian and Larry,

Thank you for letting me know about the Volga Soybean Plant and what they had on their website. This could affect us indirectly, but it definitely affects the Department of Public Safety and we will check with them to see if we as DOT need to be concerned with this potential change.

I visited with Matt Dorfschmidt, Aberdeen Region Traffic Engineer, and got the following updates:

We ordered the flashing stop signs on November 4, the supplier gave us a delivery date of no later than January 15. Once we get the signs, we will have them installed within a week.

We have not heard back from the rumblestrip contractor. The latest scenario would be to have these put in first thing this spring and then seal them with tack oil immediately after installation.



Matt Brey
Area Engineer | South Dakota Department of Transportation
Better Lives Through Better Transportation
5000 9th Avenue SE Watertown, SD 57201
O: 605.882.5166 | F: 605.882.5117 | C: 605.881.7148 dot.sd.gov

From: Brian Gustad <BGustad@brookingscountysd.gov>
Sent: Monday, January 12, 2026 9:57 AM
To: Brey, Matt <Matt.Brey@state.sd.us>
Subject: Fw: [EXT] South Dakota Soybean Processors Volga

Matt, this is what South Dakota Soybean Processors Volga, SD has on their website.

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Brian Gustad <BGustad@brookingscountysd.gov>
Sent: Friday, January 9, 2026 5:53:37 PM
To: Stacy Steffensen <SSteffensen@brookingscountysd.gov>; Larry Jensen <LJensen@brookingscountysd.gov>; Kelly VanderWal <kvanderwal@brookingscountysd.gov>
Subject: South Dakota Soybean Processors Volga

Good evening,

This was brought to my attention this evening. Was anyone aware of the suggestion the soybean plant is making to MN farmers and elevators?

https://sdsbp.com/wp-content/uploads/2023/01/Exemption_for_Minnesota_Trucks.pdf

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

Exemption for Minnesota Trucks (Updated August 2023)

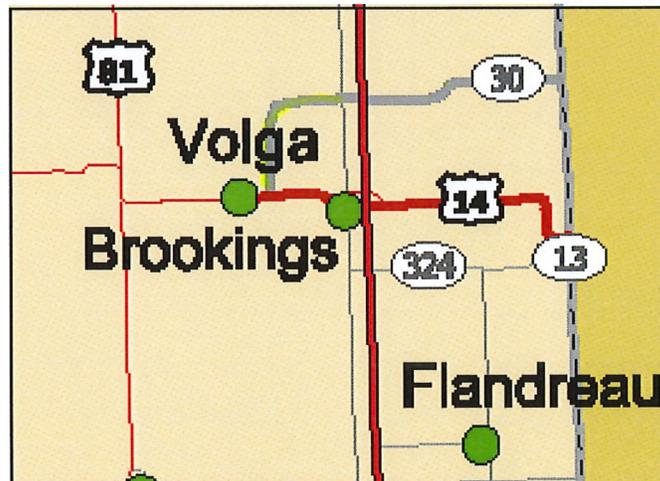
If you are a Minnesota soybean producer and concerns about truck licensing have kept you from delivering beans to our Volga facility, read on.

Normally, a Minnesota Vehicle Reciprocity Free Zone allows Minnesota and South Dakota individuals and corporations to perform interstate commerce with a non-commercial vehicle within 20 miles of each state's border without being licensed in the neighboring state. The problem: Volga is 25 miles from the border. After some investigation, and working with the South Dakota Highway Patrol Motor Carrier Office, we have found an exemption to that agreement allowing Minnesota producers to travel under that free zone the extra few miles to South Dakota Soybean Processors in Volga, SD.

There are some restrictions. Non-commercial trucks can only enter and exit South Dakota from U.S. Highway 14. Accepted byways include U.S. Highway 30 on the northern edge to S.D. (see map below). To qualify you must be registered under the IFTA (International Fuel Tax Agreement) or purchase a \$20 one-time entry/exit fuel permit per trip. If you intend to haul several loads, you may want to consider becoming IFTA-registered. Trucks must be compliant with Department of Transportation (DOT) regulations, including having the DOT number and your company name (e.g. Nielsen Farms) visible on the truck. Drivers must carry a medical card. **However, trucks are not exempt if they travel I-29 to Highway 14, and they must not travel beyond Volga.**

For more detailed information contact: www.sdtruckinfo.gov (South Dakota rules and regulations); SD Highway Patrol Motor Carrier Office—605-773-4578 IFTA registration—mndriveinfo.org, or call Minnesota Public Safety at 651-297-2126.

SDSP was assured by the South Dakota Motor Carrier Office that their officers receive the information about the exemption during training. Should you experience any problems while hauling to Volga, feel free to call our Commercial Merchandising Department at 888-737-7888.



2026

Stronger Together: Building Assets for Brookings, A Day for Suicide Prevention

Join us to learn how all of us can help increase concrete supports throughout Brookings County to instill hope, safety and healing. This event is free and open to the public.

Dacotah Bank Center
February 18th, 8 AM - 1 PM



Mabelle Kocer, MSW, CSW-PIP

Community Engagement Partnership
Coordinator, Sioux Falls VA Healthcare System

Conversations on Access to
Lethal Means (CALM) Training

Nikki Eining, CSW-PIP, QMHP

USD Sanford School of Medicine

Creating Safe and Supportive Environments:
Trauma-Informed Care

First Responder Interactive Panel

Diana Leal, MPH: Post Overdose Response
Team Program Manager,
Emily's Hope

Karen Weber, RN: Emergency Department
Director, Brookings Health
System

A Collaboration on Post-Overdose Response



Call Brookings Area United
Way at 605-692-4979 to
register or scan QR code



**Brookings Area
UNITED WAY**

Registration for this
event is free.



SD
**RESILIENT
COMMUNITY
BROOKINGS COUNTY**



Mental Health
FIRST AID

from NATIONAL COUNCIL FOR
MENTAL WELLBEING

Mental Health First Aid Training

Mental Health First Aid (MHFA) teaches you how to identify, understand and respond to signs of mental health and substance use challenges among adults.

When:

Thursday
February 5th
8am - 5pm

Where:

Dakota Nature Park
*1705 32nd St. South
Brookings, SD*



Scan to
Register!

What it covers:

- Common signs and symptoms of mental health challenges.
- Common signs and symptoms of substance use challenges.
- How to interact with a person in crisis.
- How to connect a person to help.
- Expanded content on trauma, substance use and self-care.

This training is intended for:

- First responders
- Social service providers
- Human Resource/employers
- Primary/direct care workers
- Impacted community members
- School/college leadership
- Caring individuals



Brookings Area
UNITED WAY



NEPRC
NE PREVENTION RESOURCE CENTER
Human Service Agency

For questions or to register, please email uw@brookingsunitedway.org



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 E CAPITOL AVE
PIERRE SD 57501-3182
danr.sd.gov

January 9, 2026

Edward Kavanagh
KC Dairies, LLP
48612 212th Street
Elkton, SD 57026-6716

RE: Bel Brands USA, Inc. / KC Dairies, LLP Waste Transfer

Dear Mr. Kavanagh:

The Department of Agriculture and Natural Resources (DANR) has received a request for a proposed transfer of wastes from Bel Brands USA, Inc. to KC Dairies, LLP. The proposed transfer seeks to increase the maximum volume transferred on an annual basis from 1,000,000 gallons to 1,600,000 gallons. These wastes will be stored in KC Dairies, LLP's permitted manure management system and will be land applied in accordance with the approved nutrient management plan (NMP). KC Dairies, LLP has state permit coverage under the 2017 *General Water Pollution Control Permit for Concentrated Animal Feeding Operations* (general permit) permit number SDG-100031 for its dairy cattle feeding operation. The manure management system is located in the Southwest ¼ of Section 21, Township 110 North, Range 47 West in Brookings County, South Dakota.

DANR has reviewed and is approving the transfer of waste material from Bel Brands USA, Inc. to KC Dairies, LLP and accepting the approved NMP showing it is adequate for land applying the additional waste at agronomic rates. **This approval is for one year and will expire on January 9, 2027. This approval and request to transfer wastes replaces the previous transfer of waste request and approval.**

To extend the waste transfer approval, please submit written notice of the request for renewal to continue operating under the existing agreement. A complete copy of the waste transfer records must be submitted with the request for extension of the approval. Please submit any request for renewal and all waste transfer records by November 1, 2026. The department reserves the right to deny approval for transfer of wastes after January 8, 2027.

Approval for transferring wastes will be granted or extended in writing from the DANR. Submittal of a new agreement or a request for an extension does not constitute an extension of the DANR's approval.

This approval is conditional upon the following:

1. The maximum volume transferred to KC Dairies, LLP shall not exceed 1,600,000 gallons of waste between January 9, 2026, and January 8, 2027. **Accepting waste in excess of the**

approved volume will be considered a violation of your permit and may be subject to enforcement action.

2. The type of material transferred shall be sludge as described in the transfer agreement and shall be of similar nutrient content as the material tested and included in the documentation submitted as part of the transfer request.
3. KC Dairies, LLP shall maintain monthly reports documenting the volume of waste transferred to the dairy's manure management system. A copy of the documentation shall be available to DANR staff during operation and maintenance inspections.
4. KC Dairies, LLP shall maintain daily holding pond depth records for any day that wastes are transferred from Bel Brands USA, Inc. The records shall document the liquid level in the holding pond in relation to the maximum operating level marker prior to offloading wastes. In the event the pond level is at or above the maximum operating level, KC Dairies, LLP shall reject offloading of wastes. **Offloading wastes in excess of the maximum operating level is a violation of the general permit and may result in enforcement and termination of this approval.**
5. Only wastes generated through normal operation may be transferred to KC Dairies, LLP. Wastes other than those approved herein shall **not** be comingled with other wastes prior to receipt by KC Dairies, LLP unless such comingling is part of the normal operation at Bel Brands USA, Inc. **Accepting other wastes will be considered a violation of your permit and may be subject to enforcement action.**
6. Upon receipt by KC Dairies, LLP the waste material is considered manure covered under the operation's general permit. KC Dairies, LLP is responsible for storing and land applying the manure in accordance with the requirements of the general permit and their approved permit application.
7. Prior to land application of the waste material accepted from Bel Brands USA, Inc., a nutrient analysis that is representative of the material being land applied must be obtained. The analysis shall be used to calculate application rates in accordance with KC Dairies, LLP's approved NMP and Section 1.4.4.3. of the general permit.

Failure to comply with the above conditions may result in enforcement and/or the termination of this approval.

If KC Dairies, LLP is willing to accept other wastes, documentation shall be submitted for review and approval indicating capacity to store the wastes is available. **Until such time that approval for transferring other wastes is granted, accepting other wastes will be considered a violation of this approval and the general permit and may be subject to enforcement action.**

Edward Kavanagh
KC Dairies, LLP
January 9, 2026
Page 3 of 3

KC Dairies, LLP is responsible for contacting the local planning and zoning office to determine if there are any local ordinances or requirements with which you need to comply. It is up to county or local government to enforce their rules and regulations.

Please be aware, DANR is in the process of reissuing the General Water Pollution Control Permit for Concentrated Animal Feeding Operations. Potential changes to this permit may limit waste transfers to a permitted CAFO. DANR will continue to consider transfers of wastes to CAFOs but may limit the volume transferred or impose additional monitoring, notice, or documentation requirements to ensure compliance with applicable regulations. **The long term transfer of wastes to concentrated animal feeding operations may be limited. The department is advising Bel Brands USA, Inc. to begin working on a long term solution for disposal of wastes from the cheese plant.**

If you have any questions regarding the content of this letter, please feel free to contact me at the number below. Thank you for your cooperation.

Sincerely,



Neal J. Konda, PE, Natural Resources Engineer
Livestock Services Program
Phone: (605) 773-4647

cc: Stephanie Merdan, ISG (email)
Rachel Kloos, ISG (email)
Jacob Anderson, Bel Brands USA, Inc. (email)
Nicholas Rowe, PE, ProAg Engineering, Inc. (email)
Kevin Banken, Centrol (email)
Brookings County Commissioners
Gene Stegeman, SD DANR (email)



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 E CAPITOL AVE
PIERRE SD 57501-3182
danr.sd.gov

January 8, 2026

Wim Hammink
Hammink Dairy, LLC
19890 470th Avenue
Bruce, SD 57220-5208

RE: Hammink Dairy, LLC – Biogas RNG Facility
Plans and Specifications Review – Digester Covered Lagoon Modification As-Built Plans

Dear Mr. Hammink:

The Department of Agriculture and Natural Resources (DANR) received an electronic copy of as-built plans and additional documentation for the biogas facility's modified covered digester lagoon. The biogas facility is located at, will use manure from, and be covered under Hammink Dairy, LLC's state permit coverage under the 2017 *General Water Pollution Control Permit for Concentrated Animal Feeding Operations* (general permit), **permit number SDG-100065**. The biogas facility is located at your South Unit in the Southwest $\frac{1}{4}$ of Section 22, Township 112 North, Range 50 West in Brookings County, South Dakota. Your North Unit is located in the Southeast $\frac{1}{4}$ of Section 15, Township 112 North, Range 50 West in Brookings County, South Dakota.

DANR conditionally approved plans and specifications for the biogas facility on July 13, 2023, February 9, 2024, October 2, 2024, November 12, 2024, and December 12, 2024. **On August 18, 2025**, DANR conditionally approved plans and specifications for proposed modifications to the biogas facility's previously constructed digester lagoon to address a leakage issue and bring the digester lagoon into compliance with the general permit's requirements. Please refer to these letters and the department's other previous letters for descriptions of the previously approved and permitted manure management system for your dairy feeding operation.

Due to the leakage issue with the previously constructed digester lagoon, DANR's August 18, 2025, conditional approval letter included a "Compacted Earthen Liner Testing" requirement requiring BOTH moisture and compaction testing of each six-inch lift AND permeability testing of the completed earthen liner with test results to be submitted with the Notice of Completion.

The submitted as-built moisture and compaction test results for the earthen liner installed in the modified digester lagoon DID NOT meet general permit requirements as only three (3) tests on the complete 18-inch-thick earthen liner were submitted. The general permit requires a minimum of four (4) moisture and compaction tests per 6-inch lift, for a total of twelve (12) tests on the completed earthen liner for the digester lagoon. In a December 19, 2025, email, Brandon McLellan with POET Bioprocessing informed DANR staff additional moisture and compaction test results were not available.

Additional documentation submitted included the results of the required permeability testing of the compacted earthen liner installed in the modified digester lagoon and Quality Assurance/Quality Control (QA/QC) documentation for the HDPE liner installed in the digester lagoon and for the HDPE cover placed over the digester lagoon.

Due to the failure to comply with the “Compacted Earthen Liner Testing” requirement in DANR’s August 18, 2025, conditional approval letter, DANR is NOT able to approve the earthen liner installed in the modified digester lagoon as meeting general permit requirements. Options DANR is offering to address this issue are:

- **Option 1** – As the submitted Quality Assurance/Quality Control (QA/QC) documentation for the installed HDPE liner in the modified digester lagoon indicate this synthetic liner passed testing, DANR would accept the installed synthetic liner as meeting general permit requirements. Under this option, the as-built plans must be revised to indicate a compacted earthen liner meeting general permit requirements was not installed in the digester lagoon and the plans re-submitted. This would also require submittal of an updated Notice of Completion.
- **Option 2** – Reconstruct the compacted earthen liner in the digester lagoon and submit testing results for the reconstructed earthen liner showing the installed liner meets general permit requirements. This would also require submittal of an updated Notice of Completion.

Continued compliance is dependent upon you performing proper operation and maintenance activities. You will be liable for any noncompliance with applicable South Dakota environmental laws or regulations.

Our review covers works of sanitary significance and does not cover items such as quality of material, structural soundness, or electrical and mechanical design features. The Livestock Services Program does not review electrical, gas, boiler, control systems, or other items not related to the transport, treatment, and containment of manure or process wastewater. These items are not covered under our approval. Approval of the plans and specifications does not in any way release the applicant from the responsibility that the project will be an operable facility when construction is completed.

If you have any questions regarding the content of this letter, please feel free to contact Keith Miller, Livestock Services Program, at (605) 882-5051. Thank you for your cooperation.

Sincerely,



Neal J. Konda, PE, Natural Resources Engineer
Livestock Services Program
Phone: (605) 773-4647

Cc: Brandon McLellan, Director of Project Management, POET Bioprocessing (email)
Nathan Westhoff, PE, POET Design & Construction (email)
Brookings County Commissioners
Luke Muller, FDALG, Watertown, SD (email)

BROOKINGS COUNTY STRATEGIC PLAN

VISION STATEMENT:

Meeting today's needs and preparing for tomorrow's challenges in Brookings County.

MISSION STATEMENT:

To provide efficient, quality customer service, fiscally responsible public policies, and strategic future planning to enhance the quality of life of all Brookings County citizens.

PRINCIPLES & VALUES WE WILL FOLLOW IN ACHIEVING OUR MISSION:

Integrity – be honest and have strong moral and ethical standards

Respect – hold one another in high regard

Empowerment – give others the necessary authority and responsibility, be accountable

Excellence – carry out the work of the county with professionalism and high standards

Teamwork – work together to build strong communities and maximize resources

Service – commitment to family, community, state and nation

GOALS & OBJECTIVES:

GOAL 1: To provide quality county infrastructure, equipment and technology.

Objective 1: Develop and implement a short-range (1-5 year) capital improvement/purchase plan for each department as part of the budgeting process each year using a priority list based on current conditions. This will include:

- i. Facilities
- ii. Equipment
- iii. Technology
- iv. Vehicles
- v. Roads
- vi. Bridges
- vii. Other

Objective 2: Develop and implement a long-range (5-10 year) capital improvement/purchase plan for each department as part of the budgeting process each year using a priority list based on current conditions. This will include:

- i. Seek and encourage citizen input and feedback while informing and educating citizens about the county's obligations and services.
- ii. Respond to citizens' requests in a respectful, timely manner.
- iii. Continue to enhance and expand the county's website, the use of e-alerts, text alerts and other interactive communication tools with Brookings County citizens.

GOAL 3: Provide quality public safety for all Brookings County citizens.

Objective 1: Develop and update a responsive, countywide Emergency Management/Disaster Plan by March 31st of each year.

- i. Local Emergency Operations Plan (LEOP) – *(Currently being revised in 2024)*
- ii. Hazardous Materials (HAZMAT) Plan
- iii. Emergency Management State and Local Agreement between the State of South Dakota and Brookings County (SLA)
- iv. Pre-Disaster Mitigation Plan (PDM), reviewed every 5 years – *(Currently under revision in 2024)*

Objective 2: Provide adequate funding and resources for law enforcement and the State's Attorney.

- i. By April 30th, the State's Attorney will provide an annual report for the previous years' activities.
- ii. By April 30th, the Sheriff will provide an annual report for the previous years' activities.
- iii. By April 30th, the Detention Center will provide an annual report for the previous years' activities.

GOAL 4: Create a visionary, long-term plan for county growth.

Objective 1: Develop and implement ordinances that reflect the 2016 Comprehensive Plan. *(County Zoning Ordinance currently being updated)*

Objective 2: Schedule and host a minimum of one annual meeting between county agencies and resources, to include the municipalities and school districts in Brookings County. Continue to attend the quarterly intergovernmental meetings hosted by the Mayor of Brookings, the annual Brookings Chamber of Commerce Intergovernmental Meeting and the annual Towns and Townships Meeting.

Objective 3: Provide a long-term plan and funding for a vibrant 4-H program.

Objective 4: Provide a long-term plan, funding and programming for a vibrant Brookings County Outdoor Adventure Center facility.

GOAL 5: Transparency in Government

Objective 1: Allow for ease of access to public information for all county citizens.

Objective 2: The Register of Deeds, Equalization, Commission, County Development, Highway, Weed & Pest, and Brookings County Outdoor Adventure Center will provide annual reports of previous years' activities by April 30th of each year.

GOAL 6: To continue to be good stewards of Brookings County taxpayer resources.

Objective 1: Conduct an annual review of the County's Strategic Plan in February of each year and review the plan for progress in August of each year.

Objective 2: Provide a balanced budget in accordance with state statutes each year.

Objective 3: Review the process on collecting county liens.

Objective 4: Department Heads will research and identify federal and state grants to meet needs within their departments.

GOAL 7: The Commission Department, with the assistance of all Department Heads, will create a work plan to carry out the goals and objectives of the Strategic Plan each year.