

**FALL RIVER COUNTY
COUNTY COMMISSIONERS
COURTHOUSE**

**906 NORTH RIVER ST
HOT SPRINGS, SOUTH DAKOTA 57747
PHONE: (605) 745-5130 FAX: (605) 745-6835**

**FALL RIVER BOARD OF COUNTY COMMISSIONERS
AND BOARD OF EQUALIZATION**

Second Floor Courtroom

Tuesday, May 2, 2017

8:00 Commission review of bills

9:00 Call Meeting to Order
Pledge of Allegiance
Conflict Of Interest Items for Board Members

Action Items for Consideration:

- *Agenda
- *Minutes of April 4, 2017
- *County assistance; death expense applications
- *Surplus as Junk for Register of Deeds Office, Auditor's Office (see attached list)
- *Set hearing for Malt Beverage and Wine Licenses, May 16, 2017 at 10:50 a.m.
- * Minute approval for April 11, 2017 equalization minutes, April 18, 2017 equalization minutes and April 18, 2017 minutes

(Move any unfinished business to the end of the meeting if needed)

9:10 John McBride, Andersen Engineer, Plats – Lot 43 & 44, Cobblestone Mt. Estates

9:15 Kelli Rhoe, Treasurer – Delinquent Tax Agreement for Linda Valandra; Hire approval for Nikki Shaw

9:20 Lyle Jensen, Maintenance – Notification of Project Management Workshop

9:30 Transfer hearing – Chops and Hops to HWY 79 Scratch Kitchen

9:40 Frank Maynard, Emergency Management – Gravel for parking lot; Civil Disturbance; LEOP Annex; Updates

9:50 Orval Frahm and Wes Davidson –Land Use Policy suggested changes

10:00 Randy Seiler, Highway Superintendent – Fuel transfers, Updates, Agreement with Game, Fish and Parks for Mag Water in Shep's Canyon; Golden West – permit to occupy ROW; David Warner – Pipeline Easement

10:15 Mike McNeil, US Forest Service – Seismic Survey on National Grasslands and Private Lands

10:30 Request approval of bills; break

10:35 Public Comment

10:40 Jim Ball – County Road 11 (Rocky Ford Road)

10:50 First Reading of Unmuffled Engine Brake Ordinance

- 11:05 Brian Ahrendt, Deputy State's Attorney – Approve purchase order for old ambulance building; consider approval for building inspection
- 11:15 Paul Nabholz – CD comparison; meetings; identifying information on poor relief applications; wheel tax
- 11:30 Joe Allen, Commissioner – Continued discussion on county plan of action
- 11:45 Adjourn as a Board of County Commissioners
Reconvene as 2017 Board of Consolidated Equalization; Appeal Board – Final Stipulations of 2017
Executive Session as per SDCL 1-25-2 (1), personnel matters; SDCL 1-25-2 (3), legal (note – if needed must reconvene as Board of County Commissioners
Adjourn

Official agendas are set 24 hours prior to a meeting, any items added at the meeting will be heard for informational purposes only. If any items require action, such action will be deferred to the next meeting. **Note, Preliminary shut off for agendas is Thursday at 5:00 pm for Tuesday meetings to allow information to be sent out to Commissioners. Fall River County fully subscribes to the Americans with Disabilities Act. If you desire to attend this public meeting and are in need of accommodations, please notify the commissioners' office, (605) 745-5132, 24 hours prior to the meeting so that appropriate services and auxiliary aids are available.

**NOTICE OF HEARING FOR A BUSINESS NAME TRANSFER FOR WINE AND MALT
BEVERAGE LICENSES, OUTSIDE OF MUNICIPALITIES**

NOTICE IS HEREBY GIVEN THAT the Fall River Board of County Commissioners in and for the County of Fall River, South Dakota, on the 2nd day of May, 2017, at the hour of 9:30 A.M. will meet in regular session to consider the following applications for Wine and Malt Beverage License transfers, all located outside of municipalities, to operate within the County of Fall River, South Dakota, for the 2017/2018 licensing period, which have been presented to the governing body and filed with the County Auditor's Office.

FOR LICENSE PERIOD – 2017 - 2018

TYPE OF LICENSE

TRANSFERS OF BUSINESS NAME:

LIC #RW-21586 (Retail Wine)

LIC #RW-21587 (Retail Malt Beverage)

**Chops and Hops
27631 SD Highway 79
Hot Springs SD 57747**

**Highway 79 Scratch Kitchen Inc
27631 SD Highway 79
Hot Springs SD 57747**

NOTICE IS FURTHER GIVEN THAT any person, persons or their attorney may appear at said scheduled public hearing and present objections, if any objections there be.

Dated this 18th day of April 2017, at Hot Springs, South Dakota.

**Sue Ganje
County Auditor
Fall River County**

Policy #2011-01 Land Use Policy For Fall River County

As the elected government of Fall River County, South Dakota, we have a solemn duty to protect the health, safety, and welfare of our County citizens. To fulfill this duty we hereby adopt the following policies for lands publicly held in our County. Should any entity wish to deviate from these policies, they **(the entity)** must coordinate with us.

Whereas agriculture and the grazing of livestock are essential to the economic welfare of this County and of the citizens and the businesses that are supported by agriculture, we oppose reduction in grazing allotments or any other change that would hamper our agricultural industry.

Whereas tourism and recreation are critical elements in our County's economic well-being and support many local businesses and because the access to public lands is essential to tourism and recreation, we oppose reduction in public access to public lands.

Whereas access to public lands and the safety of our citizens requires an adequate system of roads, we oppose road closures or travel restrictions on public lands. This does not authorize access across private land. **(any proposed closures will be reported to the county commission)**

Whereas our wildlife community and man have developed a balance over the years since man's arrival here, we oppose the introduction or re-introduction of any species not currently present in our county. An exception to this policy would be the introduction of biological control of noxious weeds and other invasive plant species. As agriculture and the raising of livestock are major industries in our County, we oppose the introduction or re-introduction of any predator animals and support control of any existing predators.

Whereas Fall River County currently includes substantial amounts of publicly held land, we oppose further additions to public land unless an equal value of land is returned to private ownership. **(All land sales and/or trades will be reported to the county commission)**

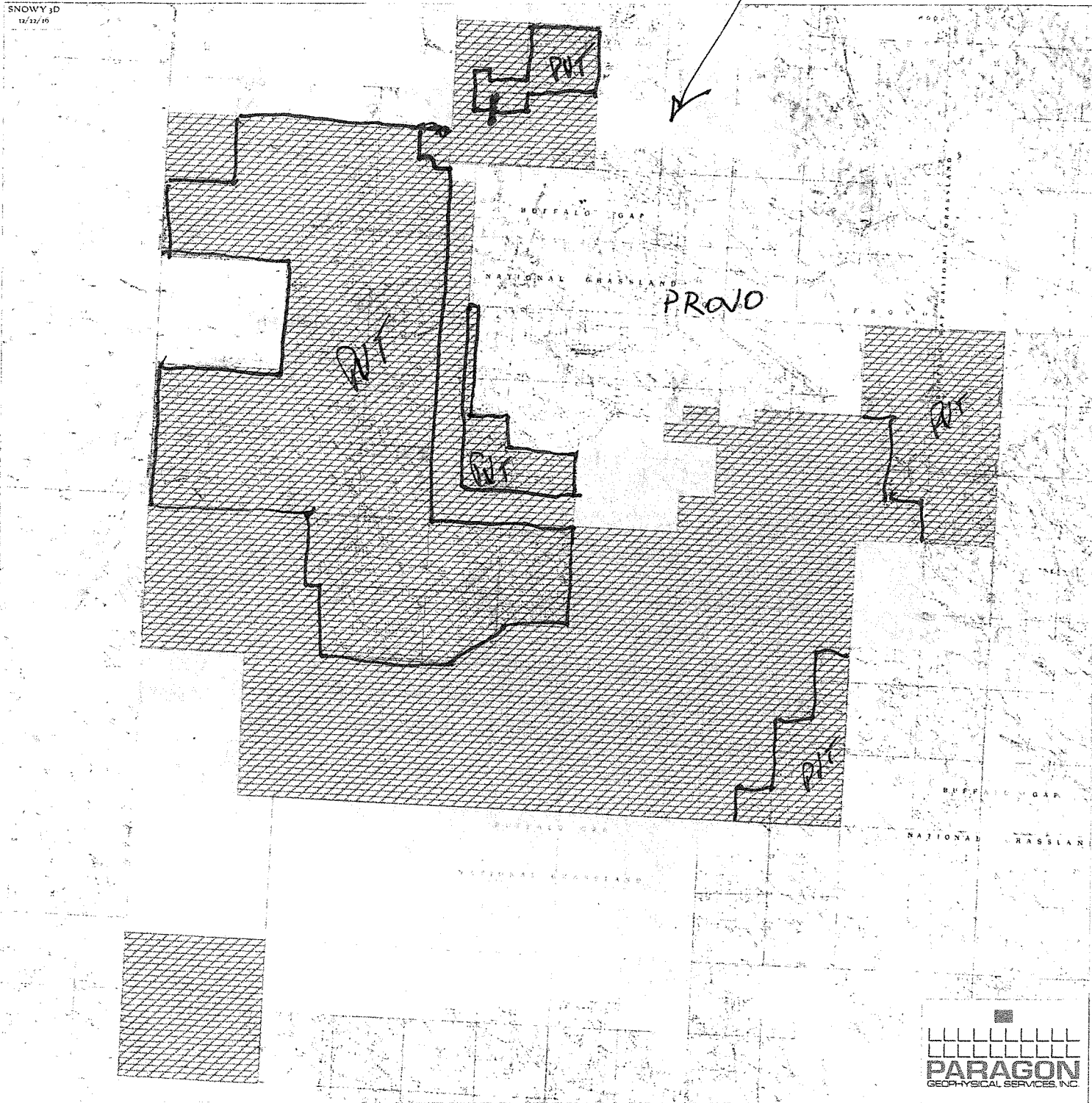
Whereas our County contains significant archeological resources that are of interest to the public, we oppose restriction on public access to these resources.

Whereas tourism and aesthetics are important to our citizens and also important to their safety, we favor good forestry management and immediate attention to disease outbreak or infestation in the forests or grasslands. **(Any disease outbreaks including but not limited to sylvatic plague and mange will be reported to the county commission)**

Whereas usage of natural resources has been historically important in our County and is important to our citizens' economic welfare, we favor good forestry management, well managed timber sales and safe mineral extraction. **(,and management of the grass cover. Any extreme management including but not limited to controlled burning and clear cutting will not be initiated without the consent of the county commission)**

We favor agricultural and recreational activity on public land to include, but not be limited to, livestock grazing, hunting, hiking, ATV riding, rock hounding, horse-back riding, sight-seeing, photography, or camping.

Adopted by the Fall River County Commission April 5, 2011 **(revised May 2017)**



Supplied By Mike McNeil, US Forest Service Hot Springs CO
 Black Hills Army Depot + Surrounding Seismographing Sites
 PVT = private land; 23,000 acres; BLM/Grasslands = 23,000 acres
 Total Area to be Seismographed: 46,000 acres.

ORDINANCE NO. 5149

AN ORDINANCE TO AMEND SECTION 10.20.120 OF THE RAPID CITY MUNICIPAL CODE WHICH COMPLETELY PROHIBITS THE USE OF DYNAMIC BRAKE DEVICES WITHIN THE CITY OF RAPID CITY TO ONLY PROHIBITING SUCH ON VEHICLES THAT ARE UNMUFFLED.

WHEREAS, the Rapid City Municipal Code currently prohibits the use of dynamic braking devices within the City of Rapid City; and

WHEREAS, the excessive noise emitted by dynamic braking devices that is detrimental to public health, welfare and quality of life is due to vehicles equipped with these devices that are unmuffled; and

WHEREAS, the Common Council of the City of Rapid City deems it to be in the City's best interests to prohibit the use dynamic braking devices on unmuffled vehicles to protect people from the harmful effects and inconvenience of such sounds and to help promote peacefulness within the City.

NOW THEREFORE, BE IT ORDAINED by the City of Rapid City, South Dakota, that Section 10.20.120 is hereby amended to read as follows:

Section 10.20.120 Use of Dynamic Brake Device Prohibited.

- A. Except as provided in this section, the use or operation of a dynamic braking device on unmuffled vehicles is hereby prohibited within the City of Rapid City.
- B. A dynamic braking device is a device used on vehicles that ~~primarily on trucks which~~ converts the engine from an internal combustion engine to an air compressor for the purpose of braking without the use of wheel brakes. These devices are commonly referred to as "air brakes," "engine brakes," "compression brakes", "Jacob's Brakes", or "Jake Brakes."
- C. This section say not apply to City emergency vehicles, whether or not responding to an emergency.
- D. As an affirmative defense to a charge of a violating of this section, the driver of the vehicle must prove by a preponderance of the evidence that:
 - 1) the driver of the vehicle was operating the vehicle in compliance with all applicable laws at the time the unmuffled dynamic braking device was used; and
 - 2) the speed of vehicle was reasonable given all of the relevant circumstances; and
 - 3) the driver believed that the use of the unmuffled dynamic braking device was necessary to either:
 - a) avoid an imminent threat to the safety of the driver or any other person; or
 - b) avoid an imminent threat to property; and

4) the driver's belief as to the necessity for using the unmuffled dynamic braking device was objectively reasonable.

CITY OF RAPID CITY

Mayor

ATTEST:

Finance Officer

(SEAL)

First Reading:

Second Reading:

Published:

Effective:

REAL ESTATE SALES CONTRACT

THIS REAL ESTATE SALES CONTRACT (the "Contract") is entered into between the parties to provide the terms, conditions, representations and warranties between the parties related to the sale by **Hot Springs Ambulance Service, Inc.**, (the "Seller") of the Property (defined below) to **Fall River County** (the "Buyer").

RECITALS

WHEREAS, Seller is currently the record title owner of Property located in Hot Springs, South Dakota, as legally described below; and

WHEREAS, Seller has agreed to sell the Property to Buyer, and Buyer has agreed to buy the Property from Seller, at the price and on the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and the respective undertakings of the parties set forth below, and other good and valuable consideration, the receipt and sufficiency of which consideration are acknowledged, the parties agree as follows:

1. **PARTIES.** This Contract is made and entered into by and between Buyer and Seller and is effective May 2, 2017 (the "Effective Date").

2. **PROPERTY.** Seller agrees to sell and Buyer agrees to purchase the real estate legally described in **Exhibit A** attached hereto and incorporated herein (the "Land"), together with all buildings and improvements thereon, including without limitation, if any, all mechanical systems, fixtures, trade fixtures and equipment, heating, ventilating and air-conditioning equipment, electrical systems and lighting, plumbing equipment and fixtures, floor covering, signage, storm windows and doors, screens, awnings and keys (collectively, the "Property" or "Properties").

3. **EXCEPTIONS.** The Property shall be subject, however, to the Permitted Exceptions (as defined in paragraph 7 of this Contract), so long as such Permitted Exceptions do not interfere with Buyer's intended use of the Property.

4. **PURCHASE PRICE.** The purchase price shall be the amount of Three Hundred Thirty Thousand Dollars (\$330,000) (the "Purchase Price"). The Purchase Price for the Property shall be allocated as set forth on **Exhibit A**. The Purchase Price shall be paid to Seller by Buyer by either wire transfer, guaranteed funds or cashier's check, adjusted at Closing for prorations, closing costs, and other agreed adjustments, all as set forth in the Contract.

5. **CLOSING DATE.** Subject to all the provisions of this Contract, the closing of this Contract (the "Closing") shall take place on or before June 19, 2017.

6. **PRORATIONS.** Seller shall pay all general real estate taxes and all special assessments becoming due, assessed, or attributable to the Property for the years prior to 2017. All such general real estate taxes assessed in the calendar year in which Closing occurs shall be

prorated between Seller and Buyer on the basis of such calendar year, as of the date of Closing. If the precise amount of all such general real estate taxes for the year in which the Closing occurs cannot be ascertained as of the Closing, such general real estate taxes shall be prorated on the basis of the most recent available amount of such general real estate taxes. Seller shall be responsible for all special assessments assessed against the Property as of Closing, including all special assessments levied or to be levied against the Property with respect to installation of public improvements, all greenbelt taxes, and all taxes and assessments relating to installation of utilities (including sewage connection), paving of roads and grading of the Property. Buyer shall assume and pay all such taxes accruing after the Closing. Seller represents and warrants that it has no knowledge of any improvements to be done to or on or about the Property which would create any obligation of special assessments against the Property after Closing. The parties agree that the utilities for the month in which Closing occurs shall be pro-rated to the date of Closing, in the event calculation of the utilities is not possible, Buyer shall pay the utilities for the month in which Closing occurs and shall submit a statement to Seller containing the pro-rata portion of utilities expenses for that month. This paragraph shall survive Closing or the termination of this Contract.

7. **TITLE INSURANCE.** Seller shall deliver to Buyer a commitment (the "Title Commitment") issued by a nationally recognized title company authorized to insure titles in the State of South Dakota for the most current form of an owner's ALTA Title Insurance Policy in a form acceptable to Buyer (together with all endorsements to be issued therewith as may be required by Buyer at Buyer's expense, the "Title Policy") by which the title company ("the Title Company") shall agree to insure marketable fee simple title in Buyer in the amount of the Purchase Price as of the date and time of recordation of the Deed (defined below). The Title Company shall provide legible copies of all recorded plats and documents referred to in the Title Commitment (the "Title Documents"). Seller shall not enter into any new agreements, easements, covenants or restrictions after the Effective Date. Buyer shall have until ten (10) days after receiving the Title Policy, Survey, and Title Documents (the "Review Period") in which to notify Seller in writing of any objections to any matters shown or referred to in the Title Commitment, Survey, or Title Documents ("Title Defects"). Any matters which are set forth in the Title Commitment and the Survey and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). With regard to any matters to which Buyer does so object in writing (Title Defects), Seller shall have thirty (30) days from date of receipt of Buyer's notice of objections (the "Cure Period") to cure said objections; provided, in the event Seller is unable to cure such Title Defects in full prior to the end of the Cure Period, then the Seller shall at the Seller's election either (A) provide the Buyer a credit against the Purchase Price in the amount of the applicable title defect, if a liquidated sum, (B) cause, at the Seller's expense, the Title Company to "insure over" such Title Defect as shown in the Title Policy, or (C) terminate this agreement by notification to the Buyer.

8. **SURVEY.** Seller will provide to Buyer copies of its existing title policies, surveys, environmental studies or similar reports relating to the Property, if any. Buyer may obtain a 2017 ALTA/NSPS Land Title Survey (the "Survey") as may be desired by Buyer.

9. **INSPECTIONS.** Seller shall grant Buyer reasonable access to the Property for a period of thirty (30) days after the execution of this Contract (the "Inspection Period") for the

purpose of inspecting the physical condition of the Property. Buyer's inspection rights shall include performing soil tests, environmental tests or audits, including without limitation a Phase I Environmental Site Assessment, foundation and mechanical inspections and such other inspections or surveys as Buyer may reasonably require. Buyer agrees to repair any damage to the Property arising from these inspections and to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorneys' fees, court costs and other legal expenses, resulting from damage from these inspections. Buyer's obligations imposed by this paragraph shall survive termination of this Contract. If Buyer determines that the physical condition of the Property is not suitable for Buyer, Buyer shall deliver written notice prior to the termination of the Inspection Period to Seller that this Contract is terminated. In the absence of such termination notice, this inspection condition shall be deemed satisfied, and Buyer shall be deemed to be thoroughly acquainted and satisfied with the physical condition of the Property, other than as set forth in paragraph 12 of the Contract.

10. REPRESENTATIONS.

(a) Seller represents and warrants as follows, which shall be true at the signing of this Contract and Closing:

1. Except as specifically set forth in this Contract, Buyer acknowledges that neither Seller nor any party on Seller's behalf has made, nor do they hereby make, any representations as to the past, present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the Property except as expressly set forth in this Contract and. The Property is sold AS-IS without warranty or representation as to the condition. Seller represents and warrants to Buyer, with respect to the Property, as follows:

2. Seller has or will have at Closing the unconditional right to obtain and will convey, transfer and assign to Buyer, good, marketable, indefeasible and insurable right and title to the Property free and clear of any deeds of trust, mortgages, liens, encumbrances, leases, tenancies, licenses, chattel mortgages, conditional sales agreements, security interests, covenants, conditions, restrictions, judgments, rights-of-way, easements, encroachments, claims and any other matters affecting title or use of the Property, except for the Permitted Exceptions;

3. Seller has duly and validly authorized and executed this Contract, and has full right, title, power and authority to enter into this Contract and to consummate the transactions provided for herein, and the joinder of no person or entity will be necessary to convey each Property fully and completely to Purchaser at the Closing of the Property, and the consummation by Seller of the transactions contemplated hereby do not, and at the Closing will not, result in a breach of any of the terms or provisions of, or constitute a default or a condition which upon notice or lapse of time or both would ripen into a default under, Seller's bylaws, operating agreement or certificate or articles of organization, any indenture, agreement or instrument or obligation to which Seller is a party or by which the Property or any portion thereof is bound; and

4. No work has been performed or is in progress at the Property, and no materials will have been delivered to the Property that might provide the basis for a mechanic's,

materialmen's or other lien against the Property or any portion thereof, and all amounts due for such work and material shall have been paid and all discharged to Purchaser's satisfaction as of the Closing.

(b) Buyer represents and warrants as follows, which shall be true at the signing of this Contract and Closing:

1. Buyer is a county government, validly existing and in good standing under the laws of the State of South Dakota, and has all requisite power and authority to carry on the business in which it is engaged, to own the Property it owns, to execute and deliver this Contract and to consummate the transactions contemplated hereby.

2. The execution, delivery and performance by Buyer of this Contract, and the consummation of the transactions contemplated hereby, have been duly authorized by Buyer. This Contract has been, duly executed, and delivered by Buyer and constitutes or will constitute a legal, valid and binding obligation of Buyer, enforceable against it in accordance with its respective terms, except as may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors rights generally or the availability of equitable remedies.

(c) The representations and warranties of this Section 10 shall survive Closing.

11. **OPERATION OF THE PROPERTY.** During the period up to and including the Closing Date, Seller will maintain the Property diligently and in good condition and repair.

12. **REAL ESTATE BROKERS.** Each party shall be responsible and liable for their own brokerage fees, finder's fees, sales commissions, or other fees or claims for compensation made by any broker, agent, or representative, if any.

13. **DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS.**

At or before Closing, Seller agrees to properly execute and deliver all necessary funds and such other documents, including all those required of the Title Company, and all those reasonably necessary to complete the Closing and which are in a form reasonably acceptable to Buyer at Closing, including a Warranty Deed (the "Deed"), subject to the following condition subsequent:

THIS CONVEYANCE IS MADE AND ACCEPTED UPON THE FOLLOWING EXPRESS CONDITON; THE LAND HEREBY CONVEYED SHALL NOT BE USED AS AN AMBULANCE SERVICE OR EMERGENCY MEDICAL TRANSPORT; PROVIDED, THAT BREACH OF THE FOREGOING CONDITION SHALL CAUSE SAID PREMISES TO REVERT TO THE GRANTOR, WHO SHALL HAVE THE RIGHT OF IMMEDIATE RE-ENTRY UPON SAID PREMISES IN THE EVENT OF ANY SUCH BREACH.

The Deed shall convey to Buyer marketable fee simple title to the Property, subject to the foregoing condition subsequent and further subject to the Permitted Exceptions. Buyer shall deliver at Closing a cashier's check or guaranteed funds sufficient to satisfy their respective

obligations under this Contract. Seller understands that, unless otherwise agreed, disbursement of proceeds will not be made until after the Deed or the instrument of conveyance, and, if applicable, the mortgage, have been delivered to the Title Company and the Title Company has committed issuing the Title Policy. Seller shall pay for all state deed tax, transfer tax or documentary stamps payable in connection with the Deed, and any instrument required to release any real estate mortgage against the Property, to eliminate any exception shown on the Title Commitment created by Seller after the effective date of the Title Commitment or any other exception which is required, in accordance with the terms of this Contract to be eliminated, including any mortgage or financing statement or to eliminate any exception to the Title Commitment that Seller must cure under the provisions of paragraph 7. Buyer shall be responsible for the cost of recording the Deed.

14. INSURANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION. Risk of loss to the Property shall remain with Seller until Closing and possession has been delivered. Seller agrees to maintain Seller's current fire and extended coverage insurance if any, on the Property until Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if it or any part of the Property is destroyed or materially damaged after the Inspection Period, Seller shall promptly provide written notice to Buyer of any such event. Upon notice of such occurrence, Buyer may re-inspect the Property and may, by written notice to Seller within ten (10) days after receiving Seller's notice, terminate this Contract. Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall at Closing assign and transfer to Buyer all of Seller's right, title and interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty, and Buyer shall receive a credit against the Purchase Price at Closing for any such awards or insurance proceeds received by Seller prior to Closing. Further, the Purchase Price shall be reduced by the amount of any self-insurance or deductible on the policy providing coverage for such damage to the Property. If an immaterial or material change in condition occurs with respect to the Property, Seller shall remedy such change before Closing. The provisions of this paragraph shall survive Closing or termination of this Contract.

15. DISPOSITION OF FUNDS AND DOCUMENTS. In the absence of written escrow instructions, the Escrow Agent shall not distribute escrowed funds or documents, once deposited, without the written consent of all parties to this Contract. A party's signature on a closing statement prepared by the Escrow or Closing Agent shall constitute such consent, in the absence of other written consent or written notice of a dispute. Failure by either Buyer or Seller to respond in writing to a certified letter from the Escrow Agent within fifteen (15) days of receipt, or failure by either Buyer or Seller to make written demand upon the other party and upon the Escrow Agent for return or forfeiture of escrowed funds or documents within sixty (60) days after receiving written notice of cancellation of this Contract, shall constitute consent to distribution of all Funds and documents deposited with the Escrow Agent as suggested in any such certified letter or written demand.

16. ENTIRE AGREEMENT AND MANNER OF MODIFICATION. This Contract, and any attachments or addenda hereto, constitute the agreement of the parties concerning the Property and supersede all other agreements and may be modified only by written agreement executed by the parties.

17. **NOTICES.** All notices, consents, approvals, requests, waivers, objections or other communications (collectively, the “Notices”) required under this Contract shall be in writing and shall be served by hand delivery, by email, by prepaid United States certified mail, by prepaid United States first class mail, or by reputable overnight delivery to be addressed to the parties at the respective addresses as set forth below, except that any party may, by notice in the manner provided above, change this address for all subsequent notices. Notices shall be deemed served and received upon the earlier of the third day following the date of mailing (in the case of notices mailed by certified mail) or upon delivery (in all other cases). A party’s failure or refusal to accept service of a notice shall constitute delivery of the notice.

If to Buyer: James G. Sword
Fall River County State’s Attorney
906 North River Street, Suite 301
Hot Springs, SD 57747

If to Seller: Jacki Conlon
Hot Springs Ambulance Service, Inc.
P.O. Box 927
Hot Springs, SD 57747-0927

With a copy to: Jason M. Smiley
Gunderson, Palmer, Nelson & Ashmore, LLP
P.O. Box 8045
Rapid City, SD 57709

18. **BINDING CONTRACT.** The parties will be deemed to have entered into a binding contract upon both parties signature.

19. **TIME OF THE ESSENCE.** Time is of the essence in this Contract and its performances required herein.

20. **SUCCESSORS AND ASSIGNS.** This Contract and the terms and provisions hereof will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

21. **DIVISION OF EXPENSES.** The parties agree that the expenses in connection with the sale and purchase of the Property will be paid as follows:

- a. **Buyer’s Expenses.** At Closing, Buyer shall pay for: (i) all charges for the recordation of the instruments conveying title to the Property and escrow services; (ii) Buyer’s attorneys’ fees; (iii) the cost of any survey(s); (iv) one-half the cost of any closing fees and escrow fees charged by a title company; (v) any Title Policy endorsements required by the Buyer; (vi) Buyer’s attorneys’ fees.

- b. **Seller's Expenses.** At Closing, Seller shall pay for: (i) the premium for the standard Title Policy; (ii) all charges for the preparation and recording of any instruments required to clear Seller's title for conveyance in accordance with the provisions of this Contract; (iii) one-half the cost of any closing fees charged by a title company; (iv) Seller's attorneys' fees; (v) transfer fees associated with the transfer of the Property.

IN WITNESS WHEREOF, Seller and Buyer hereby execute this Contract effective as of the Effective Date.

SELLER:

HOT SPRINGS AMBULANCE SERVICE, INC.

By _____

Title _____

BUYER:

FALL RIVER COUNTY

By _____

Title _____

EXHIBIT A

Legal Description of the Land

That portion of Lot Six (6) described as: beginning at the southwesterly corner of said Lot Six (6), running thence northerly along the westerly boundary of said lot 17.7 feet to a point, running thence northeasterly in a straight line approximately 150 feet to the northeasterly corner of Lot Seven (7), running thence southwesterly along the lot line between Lots Six (6) and Seven (7) 153.5 feet to the point of beginning, and

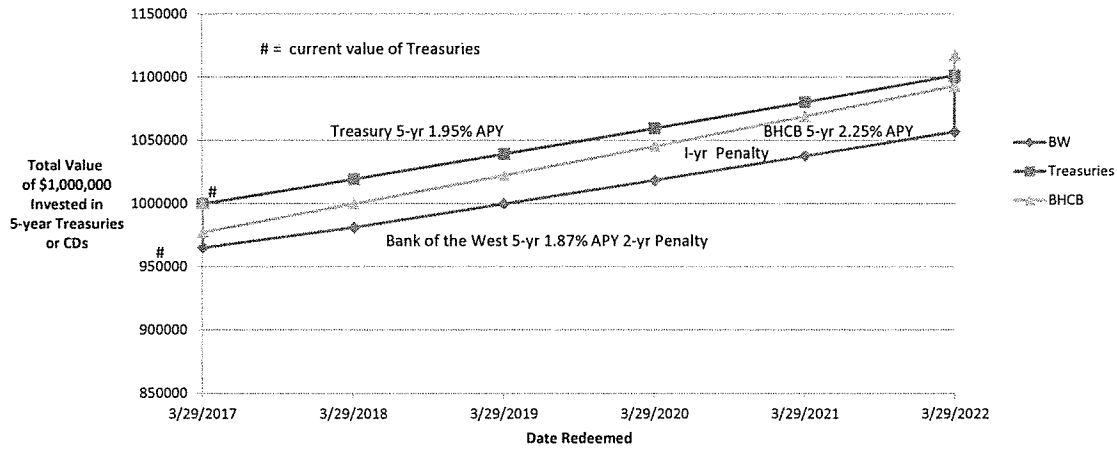
Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), and Fifteen (15), all in Block One (1) of Broghammer Addition to the Town, now City, of Hot Springs, Fall River County, South Dakota, together with all improvements and appurtenances thereon and subject to easements, rights of way, restrictions, reservations, declarations, and covenants of record.

PAUL'S CD Comparison

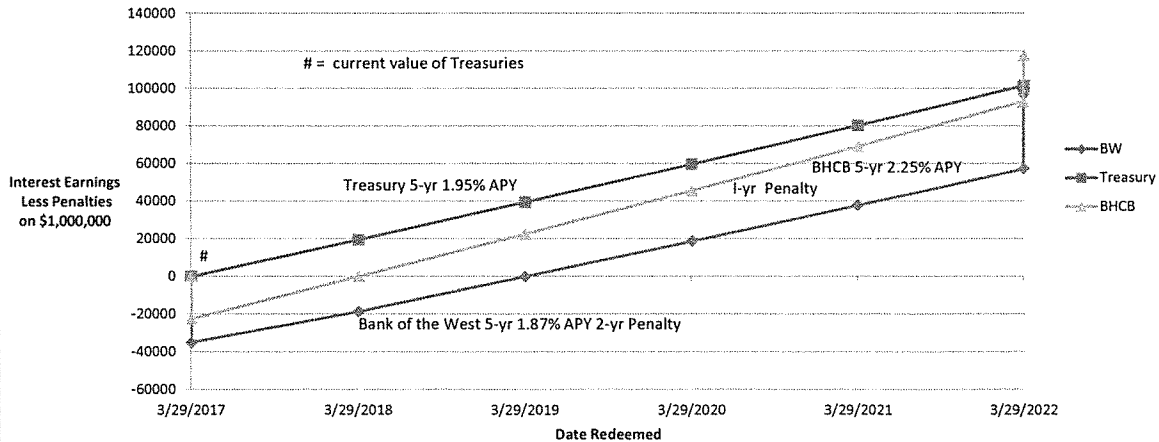
File: CD vs. Treasuries vs. state CD County Funds April 25, 2017 PN Local Bank CDs vs. Treasuries vs. Best SD CD at Black Hills Community Bank, Rapid City.
This is a comparison between the Bank of the West 5-yr CD yielding 1.87 APY with a 2-yr interest penalty. Fall River purchased a \$500,000 CD 3/29/2017.
Nominally, 5-yr treasuries earning 1.95 APY, actually a 1.75% treasure note due 3/31/2022 purchased through Schwab. Nabholz purchased some for comparison.
And a BHCB 5-yr CD earning 2.25% with a 1-yr penalty (found on bestcashcow.com/cd/rates-south-dakota-sd). After July 1st Fall River can purchase CDs statewide.
Based on 1,000,000 dollar investments in each.

	3/29/2017	3/30/2017	3/30/2018	3/30/2019	3/30/2020	3/30/2021	3/29/2022	3/30/2022
BW	1000000	965031	981300	1000000	1018700	1037739	1057155	1097062
Treasury	1000000	1000000	1019500	1039380	1059648	1080311	1101377	1101377
BHCB	1000000	977500	1000000	1022500	1045506	1069030	1093083	1117678
Interest earned less penalties								
BW	0	-34969	-18700	0	18700	37739	57155	97062
Treasury	0	0	19500	39380	59648	80311	101377	101377
BHCB	0	-22500	0	22500	45506	69030	93083	117678

Comparison Between the 5-year CDs Purchased at Bank of the West, the Best CD Available Statewide at Black Hills Community Bank in Rapid City, and US Treasuries Purchased Through Schwab on 3/29/2017



Comparison Between the 5-year CDs Purchased at Bank of the West, the Best CD Available Statewide at Black Hills Community Bank in Rapid City, and US Treasuries Purchased Through Schwab on 3/29/2017



SECTION 1

1.0 EXECUTIVE SUMMARY

1.1 Introduction

The U.S. Army Corps of Engineers, Huntsville Division, contracted with TCT-St. Louis to perform archives searches and site visits at three former Department of Defense (DOD) sites including the former Black Hills Army Depot (BHAD) under Contract DACA-87-91-D-0037, Delivery Order No. 1. This work is part of the Department of the Army's Defense Environmental Restoration Program (DERP).

The former BHAD consisted of approximately 21,095 acres located 8 miles southwest of Edgemont, South Dakota.

1.1.1 Project Objectives, Scope and Approach

The scope of this project was limited to an archives search and site visit (for the purpose of interviewing the local populace).

The objective of this Archives Search was to obtain, review, and evaluate historical records related to the potential presence of any unexploded ordnance (UXO) and explosive waste (OEW) that may exist on the former BHAD property, which was owned and operated by the U.S. Army Ordnance Department. In addition, the significance of a potential explosive accident at the former BHAD was assessed. The Risk Assessment Code (RAC), presented under separate cover, together with Conclusions and Recommendations, contains the results of the evaluation of safety hazards at the site.

In order to achieve the objectives within the scope, TCT-St. Louis performed a records review, which included visiting several repositories of information, telephone and in-person interviews, and a site visit.

1.1.2 Information Sources

Several agencies/people, thought to have knowledge about the former BHAD, were contacted. Records were reviewed and/or obtained from several repositories of information. Of the places visited, the following maintained the most important or pertinent information: National Archives in Suitland, Maryland and Washington, DC; Aberdeen Proving Grounds in Aberdeen, Maryland; U.S. Army Environmental Hygiene Agency, Aberdeen, Maryland; U.S. Government Records Center in St. Louis, Missouri; Omaha District Corps of Engineers, Omaha, Nebraska, Huntsville Division Corps of Engineers, Huntsville, Alabama; and General Services Administration in Washington, DC and Denver, Colorado.

Information concerning the current land ownership, demographics, topography, geology, and soils and vegetation was obtained. Aerial photographs were also obtained and reviewed. A bibliography of the information sources was compiled and is included at the end of the report.

1.2 Site Characteristics

1.2.1 Physiography, Geology, Hydrology, Soils, Topography, Vegetation

The former BHAD lies on the northern edge of the Pierre Hills Division of the Great Plains [BHADM-5]. The Pierre Hills is characterized by gently to steeply sloping topography dissected by ephemeral streams [BHAD-96,115]. The geology of the area is characterized by a thick sequence of gently dipping Mesozoic and Paleozoic sedimentary rocks [BHAD-025,096,115].

Due to the ephemeral nature of streams in the area, groundwater is the primary source of water at the former BHAD. Small stock ponds and reservoirs provide limited water to livestock [BHADM-6,7]. Drinking water at the depot is provided by two deep wells (3,885 and 4,000 feet below the surface) which were installed at the BHAD in 1942. Both wells penetrate the Madison Aquifer [BHAD-1,21,25,19,120]. Other water-bearing units which provide water to the surrounding area include the Quaternary Deposits, Fall River Formation, Lakota Formation, and the Sundance Formation; however, the water is generally high in dissolved solids [BHAD-8,9,115,117].

Soil development at the BHAD is limited due to the semi-arid environment and the presence of shale at the surface. Soils consist primarily of clay, clay loam, and silty clay loam [BHAD-46]. Terrain features gently undulating hills to highly dissected hills with steep ravines. A prominent ridge is present on the southern edge of the BHAD. Elevations may differ as much as 500 feet from north to south across the depot [BHAD-6,7]. Vegetation at the site is characteristic of the prairie environment and includes wheat grass, yellow sweetclover, salt grass, and buffalo grass. In many areas, however, vegetation is naturally limited due to climate, terrain and the geology [BHAD-141].

1.2.2 Demographics

The former BHAD is located in a very rural and sparsely populated area. Edgemont (population 906) is located 8 miles northeast and Provo (population 32) is located 1.5 miles southeast [BHAD-121]. Presently, six families reside within the confines of the former BHAD [BHAD-128].

1.3 Site Ownership and Land Use

1.3.1 Prior to Government Lease

The site for the former Black Hills Army Depot was selected in 1941 [BHAD-14]. Property at the former BHAD was acquired through purchase and/or condemnation proceedings [BHAD-65]. Prior to government acquisition, land use consisted entirely of ranching and homesteading [BHAD-46,122]. A total of 29 parcels were obtained from private owners, the Department of Agriculture, the State of South Dakota, and Fall River County [BHADM-003,65].

1.3.2 Depot Operation

The facility was constructed as a reserve depot in 1942 and designated the Black Hills Ordnance Depot [BHAD-91]. The depot was owned and operated by the U.S. Ordnance Department and provided for the maintenance, storage, renovation and demilitarization of ordnance, ordnance components and bulk explosives containing high explosive, incendiary or chemical fillers [BHAD-6,34,46,65]. In 1962, the Black Hills Ordnance Depot was renamed the Black Hills Army Depot [BHAD-091]. The facility continued to operate until its closure in 1967.

1.3.3 Post Depot Land Use

In 1967, the 21,095 acres comprising the former BHAD were transferred to the General Services Administration (GSA) [BHAD-12]. Acreage (approximately 15,000 acres) within the fenced perimeter was sold to the City of Edgemont, South Dakota in 1968 and the remaining 6,000 acres were transferred to the U.S. Forestry Service [BHAD-12]. Land use restrictions were attached to parcels containing the burning grounds and the Chemical Area [BHADM-001, BHAD-001,042].

1.3.4 Current Ownership Property

Land within the former fenced perimeter of the BHAD is currently owned by FHT, Inc., Fall River Properties, Burton Hutton, Eugene Erickson and six families residing within the Igloo subdivision [BHADM-010,012]. The U.S. Forestry Services owns the remainder of the property located outside the fenced area [BHADM-011]. Grazing is the primary land use [BHAD-119,141].

Fall River Properties is investigating the potential use of some of its property as a landfill for incinerator ash and the State of South Dakota is contemplating development of the reservoir at the former BHAD and extension of water lines in the area [BHAD-014,115].

1.4 Site Operations

1.4.1 Facility Operations

The former BHAD was constructed as a reserve depot whose primary objective was to receive, store, maintain, demilitarize, and issue conventional and chemical ordnance [BHAD-001,050,065,075]. In addition to ordnance facilities, the depot also consisted of numerous support facilities including: administrative area, residential areas, school and hospital facilities, mobilization area, utilities area, vehicle classification area, general storage area, and an airfield [BHADM-001].

Water was obtained from two deep wells located in the northeastern part of the depot [BHAD-001,065]. A sewage treatment plant and sanitary landfill were located near the wells north of the residential area [BHAD-001,065, BHADM-001]. An additional landfill for nonsalvageable items was located near the Combat Equipment Storage Area [BHAD-114]. *

1.4.2 Ordnance Operations

1.4.2.1 Types and Quantities of Ordnance - The purpose of the BHAD was to store renovate, destroy and ship varying types of ordnance, bulk explosives and ordnance components [BHAD-001,065]. During the 22 years of the facilities operation, the depot handled considerable types and amounts of ordnance including small arms, conventional ammunition, bombs, grenades, mines, rockets, ammunition components, bulk explosives and chemical toxics. Ordnance contained high explosive, incendiary, chemical or nerve agent (storage only) filler. Millions of tons of ordnance and bulk explosives passed through the depot during its existence [BHAD-036,040,042,043,071,073,074,075,076,081,082,083].

1.4.2.2 Storage, Renovation, and Destruction of Ammunition - Ordnance activities were conducted at 10 separate locations identified by specific numbers or letters. Areas associated with the storage of ammunition included Igloo Blocks A-H and J, the Combat Material Area (1800 and 2000 Area), the outdoor storage pads (X Area), and the Chemical Warfare Area (6000 Area). Facilities designed for the renovation, repacking and demilitarization of ordnance included the Disassembly Plant (4000 Area), Ammunition Work Shop (3000 Area), Ammunition Bundle Packing Area (4000 Area), and the Ammunition Normal Maintenance Area (8000 Area) [BHADM-008, BHAD-001]. Burning Grounds 1, 2 (5000 Area), and 3 (X Area), and the deactivation furnace provided for the detonation or burn-out of surplus, old or off-specification ordnance, ordnance components or bulk explosives [BHAD-001,125,126]. The Chemical Plant and Chemical Burning Pit (6000 Area) were designed for the disassembly and disposal of chemicals and/or chemical weapons [BHAD-001,053,137].

1.5 Accidents

Accidents involving fires, explosions, or spills of UXO or OEW were infrequent at the BHAD [BHAD-125,126,135]. However, several explosions did occur involving white phosphorous, grenades, and ordnance components [BHAD-046,114,125,136]. One spill of bulk explosives occurred as a result of a traffic accidents [BHAD-114].

1.6 Closure and Decontamination

Decontamination was conducted in 1966 according to Standard Operating Procedures developed by the facility. In general, the grounds and structures were inspected, tested, washed, and rinsed. Passible areas within burning grounds were surface cleared. Burning pits, demolition trenches, and leaching pits were flashed and covered over with earthen materials [BHAD-001,053].

All areas were decontaminated to the "most reasonable degree" with consideration of the applicable land restrictions. The 1967 Statement of Clearance designated six restricted areas which included: Burning Ground 1 (non-use); Burning Ground 2 (non-use); Burning Ground 3 (surface use only); Tracer Test Range (non-use); Chemical Plant (non-use); and the Chemical Burning Pit (non-use) [BHAD-001].

1.7 Potential Presence of UXO

Since closure of the facility, no accidents involving UXO have been reported at the BHAD. However, a number of UXO have been recovered from the site by local residents collecting memorabilia [BHAD-119,127,128,129]. Items have included a practice rocket, 155 mm smoke shell, 75 mm anti-personnel rounds, incendiary bomb shell, and miscellaneous small arms ammunition. Some of the items were destroyed by an ordnance detachment shortly after TCT-St. Louis' site visit [BHAD-142].

Due to a number of complaints from a local resident pertaining to buried mustard gas bombs, a team of experts from Edgewood Arsenal visited the site twice in 1971. Air, soil, and shell fragments at Burning Ground 2 were sampled for the presence of mustard. Results were negative for all media sampled [BHAD-001,031,054]. Decontamination documents do, however, indicate the possible presence of a mustard-filled drain line in the subsurface near the former Chemical Plant [BHAD-053].

With the exception of the presence of large denuded areas, no surface evidence of UXO was encountered by TCT-St. Louis at the Chemical Area. The Chemical Burning Pit was fenced and posted as a non-use area; however, the remainder of the site was unfenced and used as grazeland.

During the site visit, UXO was encountered at Burning Grounds 1 and 2, the Tracer Test Range, and the Bundle Ammunition Packing Area. Items found and destroyed by the ordnance detachment included shells, fuzes, boosters, bursters, bomb casings (with incendiary residue), and small arms ammunition. In general, the majority of the UXO were found on the steep slopes of ravines located adjacent to Burning Grounds 1 and 2. Small arms ammunition were found at the surface of the target berm at the Tracer Test Range. Shrapnel, bomb fragments, and other debris were encountered throughout Burning Grounds 1 and 2.

Aerial photos of both burning grounds indicate the presence of numerous trenches [BHADM-014,015,016]. Reportedly, these trenches were used for the burnout of chemical weapons [BHAD-125,126]. Twelve large detonation craters were also present at Burning Ground 2 [BHAD-053]. Both areas were fenced and restricted from any land use; however, the sites are currently not completely fenced and cattle graze throughout the site [BHAD-001,006].

Shrapnel, fuzes, bursters, and bomb fragments were sporadically present at Burning Ground 3. Munitions containing high explosives, ordnance components, bulk explosives, and missile fuel were disposed of at Burning Ground 3 [BHAD-114]. The area was designated for surface use only. During 1984, Chem-Nuclear conducted an investigation to determine the suitability of the area for disposal of low level nuclear waste.

Items such as spent igniter tubes and primers were encountered south of the Ammunition Workshop; however, no surface evidence of UXO or OEW was encountered at the remaining areas. Reportedly, explosive leaching beds and washout facilities were present at the Ammunition Workshop and vacuum systems for explosives were located at the Ammunition Workshop and Ammunition Normal Maintenance Area [BHAD-001,053, BHADM-001,013]. Currently, an area south of the Ammunition Normal Maintenance Area is being studied as a potential site of an incinerator ash landfill [BHAD-115].