

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

Second Floor Courtroom

Tuesday, March 21, 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

11:50

12:00

than non-ag, pay '17

- *Minutes of March 7, 2017
- *Surplus as junk, chair, asset #000988, Maintenance Dept
- *February 28, 2017 Auditor's Account with the County Treasurer
- *Approve 10 hour working days for all Deputy Sheriffs

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

- 9:05 Dustin Ross and John McBride, Andersen Engineers, - Hogue Tract; Paul Iman, LLC - Angostura Rentals Inman 9:10 Nina Steinmetz, Weed Sup - Report on 2017 Annual Conference; Request designating \$6000 for qualified landowner cost reimbursements 9:20 Commissioner Nabholz – Tom Cook – Cheyenne River dumping, Cheyenne Transfer Stations; Workshop Report; Consider carrying of weapons in courthouse/courtroom 9:35 Kelli Rhoe, Treasurer – Advertise for replacement, CD renewals 9:40 Supervisors' Committee - Nina Steinmetz, revised documents - signature page, performance review sheet; Stacey Martin – excel workshops at the school; Lyle Jensen – Active shooter workshop 9:50 Proposed Noise Ordinance, First Reading 10:00 Randy Seiler, Highway Superintendent - Applications (3) to occupy county road Right of Ways, RVigEnter, Inc (fiber optic); Hire consultant for bridge inspections; Updates Approve Bills & Break 10:15 **Public Comment** 10:20 10:25 Deb Russell – Workshop report 10:30 Carl Shaw, Edgemont Mayor, Law Enforcement Contract 10:45 Judge Jeff Davis; Carol Foster, Clk of Crts; Bob Evans, Sheriff; Lyle Jensen, Bldg - Building issues with operations and 11:00 Jim Sword - Request approval to appoint a Conflict Deputy State's Attorney 11:05 Donna Behrens, Coroner – Property issue 11:20 Amy Shedeed and Lois Linehan - Delinquent Tax Agreement 11:25 Bob Weyrich, Western Ag Development, Representative - CSAP results, large project, co site analysis program 11:35 Melissa Stearns – Indian Canyon Fire Property Taxes
- Official agendas are set 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.

Executive Session – Legal per SDCL 1-25-2 (3) (possible action on the sale of the old ambulance building) Executive Session as per SDCL 1-25-2 (1), personnel matters – Union Contract, possible approval, and (3), legal

OST Attorney Mark Van Orman, NRCS representative - Request for abatements to reflect agriculture status ranther

AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS OF FALL RIVER COUNTY:

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 28th day of February, 2017.

Total Amt of Deposit in First Interstate Bank: \$288,795.70

Total Amount of Cash: \$ 1,800.90

Total Amount of Treasurer's Change Fund: \$ 900.00

Total Amount of Checks in Treasurer's

Possession Not Exceeding Three Days: \$42,053.58

SAVINGS:

First Interstate Bank: \$3,193,196.38

CERTIFICATES OF DEPOSIT:

First Interstate-Hot Springs: \$2,684,371.64 Black Hills Federal Credit Union: \$250,000.00

Itemized list of all items, checks and drafts that have been in the Treasurer's possession

over three days:

Register of Deeds Change Fund: \$500.00

Highway Petty Cash: \$20.00 Election Petty Cash: \$15.00

RETURNED CHECKS:

TOTAL \$6,461,653.20

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Dated This 28th Day of February, 2017.

Sue Ganje, County Auditor of Fall River County.

County Monies: \$6,089,255.60

Held for other Entities: \$217,871.25

Held in Trust: \$154,526.35

TOTAL: <u>\$6,461,653.20</u>

The Above Balance Reflects County Monies, Monies Held in Trust, and Monies Collected for and to be remitted to Other ENTITIES: SCHOOLS, TOWNS, TOWNSHIPS, FIRE AND AMBULANCE DISTRICTS, AND STATE.

Feb-17

Contingency/

443 Drug Center 437 Edgemont YMCA 433 Care of Aged 421 County Nurse 444 Mental Health Center 441 Mentally ill 439 Boys & Girls Club 438 2-1-1 Helpline 429 Public Health Threat 411 County Poor Total Public Safety 215 Juvenile Detention 212 Jail General Fund (10100) 229 Civil Air Patrol 225 Communications (Dispatch) 224 Search & Rescue 219 Battle Mtn Humane Society 216 Airplane 213 Coroner 211 Sheriff Total General Govnmnt 162 Dir of Equal 111 Commissioners 170 GIS 169 FEMA (Cold Brook) 166 Predator Animal 165 Vet Svc Officer 163 Reg of Deeds 161 General Bdlg 159 CASA 154 Abuse & Neglect 153 Crt Appt'd Attorney 143 Data Processing 142 Treasurer 141 Auditor 130 Judicial System 120 Elections 151 States Atty Ś Approved Budget 1,446,100.00 1,656,207.00 \$200,635.00 \$710,401.00 \$649,760.00 \$197,236.00 \$40,326.00 \$148,265.00 \$127,405.00 \$218,752.00 \$145,000.00 \$190,666.00 \$181,614.00 \$12,000.00 \$20,000.00 \$30,000.00 \$54,767.00 \$50,000.00 \$23,439.00 \$61,118.00 \$49,335.00 \$20,000.00 \$49,742.00 \$22,300.00 \$6,000.00 \$1,500.00 \$1,000.00 \$1,500.00 \$6,000.00 \$5,000.00 \$5,513.00 \$200,00 \$300.00 \$0.00 Contingency ‹ሱ Transfer Out Ś Ś Supplement Transfer In 'n with Transfers Total Budget & Supplements 1,446,100.00 1,656,207.00 649,760.00 145,000.00 710,401.00 127,405.00 200,635.00 218,752.00 190,666.00 181,614.00 197,236.00 148,265.00 54,767.00 30,000.00 22,300.00 20,000.00 50,000.00 61,118.00 49,335.00 49,742.00 12,000.00 23,439.00 20,000.00 20,300.00 40,326.00 5,000.00 6,000.00 1,000.00 6,000.00 5,513.00 7,500.00 1,500.00 1,500.00 200.00 300.00 2 2 ₩ Ś Ś ‹› ላን Expenses Year to Date 189,594.76 278,615.90 91,073.81 92,606.70 41,113.52 37,047.99 21,450.60 45,486.92 27,952.01 33,492.18 12,000.00 24,967.28 17,773.69 9,694.35 9,219.05 6,000.00 8,952.27 3,000.00 7,500.00 2,800.00 2,876.75 6,512.82 1,478.95 138.11 598.18 168.62 237.50 % used 100% 100% 19% 33% 18% 13% 12% 13% 14% 17% 15% 17% 23% 17% 18% 15% 19% % 18% % % 3% % 88 0% 5% 6% 0% % % 6% 12% %% 7% Balance \$1,377,591.10 \$1,256,505.24 \$130,491.31 \$105,954.40 \$617,794.30 \$558,686.19 \$155,148.08 \$177,638.48 \$120,032.72 \$162,713.99 \$148,121.82 \$160,188.01 \$45,072.65 \$20,562.25 \$51,898.95 \$13,487.18 \$46,742.00 \$29,861.89 \$22,300.00 \$19,401.82 \$47,200.00 \$40,382.73 \$18,821.05 \$1,500.00 \$1,000.00 \$6,000.00 \$4,762.50 \$5,513.00 \$1,500.00 \$200.00 \$300.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

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\$35,786.36	34%	\$18,515.64		54,302.00	\$				\$54,302.00		611 County Extension
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\$ 118,788.06	13% \$	17,421.94	Ş	\$ 136,210.00	,	\$		\$	136,210.00	\$	Total Public Safety
	ļ		\$							Title III \$	225 Fund 216
\$109,533.06	14%	17,276.94	\$	\$ 126,810.00					126,810.00	Emer Mgt \$	222 Fund 226
\$9,255.00	2%	145.00	Ş	\$ 9,400.00					9,400.00	\$	M & P Fund 22500
\$ 2,248,106.63	6% \$	141,617.37	Ş	\$ 2,389,724.00	,	\$	1	Ş	2,389,724.00	\$	Total Public Works
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\$0.00	250%		 							911 salary	226 Fund 20700
\$199,633.86	18%	43,121.14	\$	\$ 242,755.00					242,755.00	911 surcharge \$	225 Fund 20700
\$6,450.00	14%	1,050.00	\$						7,500.00	Fire \$	221 Fund 21100
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48,656.01	3% \$	1,343.99	\$	\$ 50,000.00	,	\$	-	\$	50,000.00	t. \$	Total General Govnmt

ACCOUNT TYPE TOTALS	3290.100 HARVEST/COMBINE PERM ACCOUNT TYPE TOTALS	3230.100 PISTOL PERMITS (WAS 3 ACCOUNT TYPE TOTALS	3220.100 MALT BEVERAGE 3220.200 HARD LIQUOR LICENSE 3220.300 TRANS LIQUOR LICENSE ACCOUNT TYPE TOTALS	3210.000 MARRIAGE LICENSE 3210.100 DIVORCE FEE ACCOUNT TYPE TOTALS	ACCOUNT TYPE TOTALS	3190,000 OTHER TAXES ACCOUNT TYPE TOTALS	3180.000 TAX DEED ACCOUNT TYPE TOTALS	3160.100 DELQ MH TAXES '15' 3160.200 DELQ MH TAXES '14' 3160.300 DELQ MH TAX '13' 3160.400 DELQ MH TAXES '12' 3160.500 '11 & PRIOR MH TAXES ACCOUNT TYPE TOTALS	3150.000 CORRENT MH TAX '16' ACCOUNT TYPE TOTALS	3140.000 TELEPHONE TAX OUTSID ACCOUNT TYPE TOTALS	3130.000 PENALTIES & INTEREST ACCOUNT TYPE TOTALS	3120.100 DELQ TAX '14' 3120.200 DELQ TAX '13' 3120.300 DELQ TAX '12' 3120.400 DELQ TAX '11' 3120.500 '10'& PRIOR DELQ TA ACCOUNT TYPE TOTALS	3110.000 CURRENT PROP TAX '15 ACCOUNT TYPE TOTALS	ACCOUNT DESCRIPTION	3/13/17 FALL RIVER COUNTY	
10100R32	10100R3290100 10100R329	10100R3230100 10100R323	10100R3220100 10100R3220200 10100R3220300 10100R322	10100R3210000 10100R3210100 10100R321	10100R31	10100R3190000 10100R319	10100R3180000 10100R318	10100R3160100 10100R3160200 10100R3160300 10100R3160400 10100R3160500	10100R3150000 10100R315	10100R3140000 10100R314	10100R3130000 10100R313	10100R3120100 10100R3120200 10100R3120300 10100R3120400 10100R3120500 10100R312	10100R3110000 10100R311	G/L# NUMBER	REVENUE BUDG	
10,700.00CR	.00	1,000.00CR 1,000.00CR	1,500.00CR 7,700.00CR .00 9,200.00CR	500.00CR .00 500.00CR	2,708,279.00CR	00	.00	200.00CR 50.00CR .00 .00 .00 .00 250.00CR	6,000.00CR 6,000.00CR	.00	9,000.00CR 9,000.00CR	16,000.00CR 7,000.00CR 3,000.00CR 2,500.00CR 26,500.00CR	2,664,529.00CR 2,664,529.00CR	FINAL BUDGET	DGET - GENERAL FUND	
265.00CR	.00	215.00CR 215.00CR		50.00CR .00 50.00CR	75,462.17CR	.00	.00	.00 .00 .00 .00 .17.16CR	223.32CR 223.32CR	.00	826.86CR 826.86CR	3,460.97CR 2,037.75CR 307.86CR 332.56CR 293.86CR 6,433.00CR	67,961.83CR 67,961.83CR	FEBRUARY AMOUNT		
354.00CR	.00	304.00CR 304.00CR		50.00CR .00 50.00CR	180,542.83CR	.00	. 00	.00 .00 .00 .00 .00 17.16CR	335.12CR 335.12CR	.00	1,474.52CR 1,474.52CR	7,322.27CR 3,854.54CR 1,029.09CR 332.56CR 357.96CR 12,896.42CR	165,819.61CR 165,819.61CR	YTD AMOUNT	FEBRUARY 2017	
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10,346.00CR	. 00	696.00CR 696.00CR	1,500.00CR 7,700.00CR .00 9,200.00CR	450.00CR .00 450.00CR	2,527,736.17CR	.00	.00	200.00CR 50.00CR .00 .00 .17.16 232.84CR	5,664.88CR 5,664.88CR	.00	7,525.48CR 7,525.48CR	8,677.73CR 3,145.46CR 1,970.91CR 2,167.44CR 357.96 15,603.58CR	2,498,709.39CR 2,498,709.39CR	2017 BALANCE	PREVB PAGE 1	

3420.100 SHERIFFS FEES	410.912 ARC 410.913 RESE 410.915 D.O. 410.920 TOMP 410.950 COMP 410.955 DATA 410.955 DATA	3410.700 TAX RECEIPT RESEARCH 3410.900 OTHER CHG FOR GOODS 3410.910 MAPS 3410.911 911 MAPS	410.431 410.480 410.500	STATE JR LIEN XEROX FEES CERT COPY MARRIAGE REIM CT APP. ATTY REIM JURY & WITTNESS	410.192 DUP 410.195 GROS 410.199 RT'D 410.200 REG. 410.210 LIEN	410.180 TITLE FEES 410.185 DRIVER PRIVAC 410.190 TAX DEED COST 410.191 TREAS OTHER F	3410.150 COMI ADMIN REFOND FE 3410.140 POSTAGE 3410.150 LIEN NOTATION ON TIT 3410.160 BOAT FEES (WAS 3350. 3410.170 REASSIGNMENT FEE	SE 3410431 410.110 ADVERTISING 410.120 TAX SALE CERT FEE	ACCOUNT TYPE TOTALS	3390.100 ELECTION REIMB 3390.150 OTH INTERGOV REV 3391.100 STATE REIMB JUVENILE ACCOUNT TYPE TOTALS	ACCOUNT DESCRIPTION	3/13/17 FALL RIVER COUNTY
10100R3420100	10100R3410912 10100R3410913 10100R3410915 10100R3410920 10100R3410920 10100R3410950 10100R3410955	090	.048	.0021	.01.0	010	.014	.004	10100R33	10100R3390100 10100R3390150 10100R3391100 10100R339	G/L# NUMBER	REVENUE BUDGET -
10,000.00CR	150.00CR .00 60.00CR .00 .00	.00 .00 750.00CR 400.00CR	500.00CR 600.00CR .00 .00 .00	2,500.00CR 2,000.00CR 2,000.00CR	100.00CR .00 250.00CR 85,000.00CR	-	2,000.00CR 4,700.00CR 700.00CR 2.400.00CR	1,200.00CR 2,500.00CR	654,900.00CR	6,500.00CR 00 6,500.00CR	FINAL BUDGET	GENERAL FUND
1,269.63CR	.00 .00 .00 .00 .00 .00 .00		175.00CR 100 1,112.20CR	791.20CR 150.00CR 5,723.26CR	8.00CR .00 40.00CR 4,623.60CR	1, 158.00CR .00 .00	.00 107.00CR 830.00CR 126.00CR	158.00CR 185.73CR	1,241.99CR		FEBRUARY AMOUNT	m
3,416.97CR	.00 .00 .00 .00 .00 .00 .00	142	250.00CR .00 .00 .00 1,722.00CR	9,544.72CR	18.00CR .00 160.00CR 10,191.10CR	25	.00 274.80CR 1,560.00CR 244.00CR	.00 286.00CR 320.73CR	63,048.43CR		YTD	FEBRUARY 2017
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6,583.03CR	150.00CR .00 60.00CR .00 .00 .00 .31, 925.76CR	750.0 750.0 257.8	100.00CR 350.00CR .00 .00 .00	1,649.23CR 1,775.00CR 10,455.28CR	82.00CR .00 90.00CR 74,808.90CR	2,325.00CR 2,325.00 .00 .00	,725.2 ,140.0	.00 914.00CR 2,179.27CR	591,851.57CR	6,500.00CR .00 6,500.00CR	2017 Balance	LPREVB PAGE 3

ACCOUNT TYPE TOTALS ACCOUNT TYPE TOTALS	R (INS ITS & POSIT L199 (R POSIT POS I R PHONE PHONE ITUTIO OF SU CO. H TYPE	3640.100 SALE OF FIXED ASSETS ACCOUNT TYPE TOTALS 3660.100 REIMB WORKMAN'S COMP	3620.100 RENTAL COUNTY PROPER 3620.150 RENT OF POSTAGE METE 3620.200 RENTAL COUNTY OWNED 3620.300 CO LAND LEASE, OIL & 3620.400 REIM USE OF COUNTY S ACCOUNT TYPE TOTALS	ACCOUNT TYPE TOTALS 3610.100 GEN INTEREST (SAVING 3610.200 DIVIDENDS ACCOUNT TYPE TOTALS	3530.000 FOREEITURES ACCOUNT TYPE TOTALS	3520.000 COSTS 3520.100 DUI COSTS ACCOUNT TYPE TOTALS	3510.000 COUNTY FINES ACCOUNT TYPE TOTALS	3/13/17 FALL RIVER COUNTY ACCOUNT DESCRIPTION
1.0100R36 1.0100R3710000 1.0100R371	10100R3 10100R3 10100R3 10100R3 10100R3 10100R3 10100R3 10100R3 10100R3 10100R3	10100R3640100 10100R364 10100R3660100 10100R366	10100R3620100 10100R3620150 10100R3620200 10100R3620200 10100R3620300 10100R3620400	10100R35 10100R3610100 10100R3610200 10100R361	10100R3530000 10100R353	10100R3520000 10100R3520100 10100R352	10100R3510000 10100R351	REVENUE BUDGET G/L# NUMBER
25,110.00CR .00 .00	750.00CR .00 700.00CR .00 150.00CR .00 10.00CR 500.00CR .00 .00 1,200.00CR 3,310.00CR	.00 .00 5,000.00CR 5,000.00CR	1,500.00CR 00 800.00CR 00 2,300.00CR	7,500.00CR 8,000.00CR 6,500.00CR 14,500.00CR	500.00CR 500.00CR	6,000.00CR 1,000.00CR 7,000.00CR	.00	- GENERAL FUND FINAL BUDGET
2,867.59CR .00 .00	.00 .00 .00 .00 1,712.88CR .00 .00 .00 .14.95CR .00 182.12CR 1,909.95CR			213.38CR 856.74CR 100.90CR 957.64CR	. 00	163.38CR 50.00CR 213.38CR	00	FEBRUARY AMOUNT
3,838.66CR 15 .00 .00	.00 .00 .00 .00 .00 1,712.88CR 1142 .00 .00 .00 .14.95CR .00 .279.28CR 23 2,007.11CR 61			890.34CR 1.2 1,730.65CR 22 1,00.90CR 2 1,831.55CR 1.3	. 00	760.90CR 1.3 129.44CR 1.3 890.34CR 1.3		FEBRUARY 2017 YTD YTD AMOUNT %
21,271.34CR .00 .00	750.00CR .00 .700.00CR .00 1,562.88 .00 10.00CR 500.00CR 14.95 .00 920.72CR 1,302.89CR	.00 .00 5,000.00CR 5,000.00CR	1,500.00CR .00 800.00CR .00 2,300.00CR	6,609.66CR 6,269.35CR 6,399.10CR 12,668.45CR	500.00CR 500.00CR	5,239.1 870.5 6,109.6	.00	LPREVB PAGE 5 2017 BALLANCE

3350.017 MOTOR FUELS TAX 3350.100 BANK FRANCHISE 3350.110 63.75% OF 4% (OLD 85	3340.200 SURFACE TRANSPORTATI ACCOUNT TYPE TOTALS	3330.000 FED PYMT IN LIEU 3330.100 HILLCREST P.I.L.T. ACCOUNT TYPE TOTALS	3320.300 FOREST RESERVE 3320.400 BANKHEAD JONES ACCOUNT TYPE TOTALS	3310.200 FEMA GRANT-DISASTER ACCOUNT TYPE TOTALS	ACCOUNT TYPE TOTALS	3180.000 TAX DEED ACCOUNT TYPE TOTALS	3160.100 DLQ MH TAX '15' 3160.200 DLQ MH '14' 3160.300 DLQ MH TAX '13' 3160.400 DLQ MH TAX '12' 3160.500 '11' MH & PRIOR 3161.100 WHEEL TAX 3161.100 WHEEL TAX ACCOUNT TYPE TOTALS	3150.000 CURRENT MH '16' ACCOUNT TYPE TOTALS	3130.000 PEN & INT ACCOUNT TYPE TOTALS	3120.100 DLQ TAX '14' 3120.000 DLQ TAX '13' 3120.300 DLQ TAX '12' 3120.400 DLQ TAX '11' 3120.500 '10' & FRIOR DLQ ACCOUNT TYPE TOTALS	3110.000 CURRENT PROP TX '15' ACCOUNT TYPE TOTALS	ACCOUNT DESCRIPTION	3/13/17 FALL RIVER COUNTY
20100R3350017 20100R3350100 20100R3350110	20100R3340200 20100R334	20100R3330000 20100R3330100 20100R333	20100R3320300 20100R3320400 20100R332	20100R3310200 20100R331	20100R31	20100R3180000 20100R318	20100R3160100 20100R3160200 20100R3160300 20100R3160400 20100R3160500 20100R316100 20100R3161100 20100R316	20100R3150000 20100R315	20100R3130000 20100R313	20100R3120100 20100R3120200 20100R3120300 20100R3120400 20100R3120500 20100R312	20100R3110000 20100R311	G/L# NOMBER	REVENUE BUDGET -
5,000.00CR 1,100.00CR 15,000.00CR	235,000.00CR 235,000.00CR	75,000.00CR .00 75,000.00CR	31,000.00CR 4,000.00CR 35,000.00CR	00	373,785.00CR	00	.00 .00 .00 .00 .00 .00 .00 .110,000.00CR	500.00CR 500.00CR	700.00CR 700.00CR	1,000.00CR 150.00CR 100.00CR 75.00CR 150.00CR 1,475.00CR	261,110.00CR 261,110.00CR	FINAL	COUNTY ROAD & BRIDGE
	.00		00	00	16,935.68CR	.000	.00 .00 .00 .00 .00 .00 .00 10,165.20CR	36.50CR 36.50CR	14.07CR 14.07CR	92.38CR 61.79CR .00 .00 .00 .154.17CR	6,565.74CR 6,565.74CR	FEBRUARY AMOUNT	
.00 1,326.76CR .00	. 00	.00	.00	.00	36,798.10CR	.00	.00 .00 .00 .00 .00 .00 .00 .00 .20,397.61CR	54.94CR 54.94CR	77.62CR 77.62CR	469.51CR 217.51CR 93.35CR .00 .00 780.37CR	15,487.56CR 15,487.56CR	TNDOMA GIJ	FEBRUARY 2017
121					1.0		1.9	h h h	<u>, , , , , , , , , , , , , , , , , , , </u>	1447 5 9357 3	თთ	YTD %	LPREVB
5,000.00CR 226.76 15,000.00CR	235,000.00CR 235,000.00CR	75,000.00CR .00 75,000.00CR	31,000.00CR 4,000.00CR 35,000.00CR	. 00	336,986.90CR	.00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	445.06CR 445.06CR	622.38CR 622.38CR	530.49CR 67.51 6.65CR 75.00CR 150.00CR 694.63CR	245,622.44CR 245,622.44CR	2017 BALANCE	EVB PAGE 7

FUND TOTALS	ACCOUNT TYPE TOTALS	3800.000 RESIDUAL TR IN ACCOUNT TYPE TOTALS	ACCOUNT TYPE TOTALS	3740.100 SALE OF CO PROP ACCOUNT TYPE TOTALS	ACCOUNT DESCRIPTION	3/13/17 FALL RIVER COUNTY
20100	20100R38	20100R3800000 20100R380	20100R37	20100R3740100 20100R374	G/L NUMBER	REVENUE BUDGET -
1,919,642.00CR	.00	00	143,400.00CR	96,400.00CR 96,400.00CR	FINAL BUDGET	COUNTY ROAD & BRIDGE
62,623.67CR	. 00	. 00	3,145.00CR	3,145.00CR 3,145.00CR	FEBRUARY AMOUNT	
320,613.66CR	. 00	.00	3,145.00CR	3,145.00CR 3,145.00CR	YTD AMOUNT	FEBRUARY 2017
17			:\)	ယ ယ	ALD B	G. F.
1,599,028.34CR	. 00	. 00	140,255.00CR	93,255.00CR 93,255.00CR	2017 BALANCE	LPREVB PAGE 9

FUND TOTALS	ACCOUNT TYPE TOTALS	3690.100 MISCELLANEOUS ACCOUNT TYPE TOTALS	3610.100 ARD LIGHTS INT (SAVI ACCOUNT TYPE TOTALS	ACCOUNT DESCRIPTION	3/13/17 FALL RIVER COUNTY
20900	20900R36	20900R3690100 20900R369	20900R3610100 20900R361	G/L# NUMBER	REVENUE BUDGET -
. 00	.00	.00	.00	FINAL	ARDMORE LIGHTS & WATER PUMP
. 00	.00	00	. 00	FEBRUARY AMOUNT	ATER PUMP
.00	. 00	. 00	00	YTD YTD AMOUNT %	FEBRUARY 2017
.00	. 00	.00	00	FD 2017	LPREVB PAGE 11

FUND TOTALS	ACCOUNT TYPE TOTALS	3710.000 OPERATING TR IN ACCOUNT TYPE TOTALS	ACCOUNT TYPE TOTALS	3690.100 MISC REIMB ACCOUNT TYPE TOTALS	3610.100 FIRE INTEREST (SVGS, ACCOUNT TYPE TOTALS	ACCOUNT TYPE TOTALS	3430.180 REIM OF EXP. (PHONE, 4340.190 REIM OF FIRE EQUIPME ACCOUNT TYPE TOTALS	3410.900 OTHER CHG FOR GOODS ACCOUNT TYPE TOTALS	ACCOUNT DESCRIPTION	3/13/17 FALL RIVER COUNTY
21100	21100R37	21100R3710000 21100R371	21100R36	21100R3690100 21100R369	21100R3610100 21100R361	21100R34	21100R3430180 21100R3430190 21100R343	21100R3410900 21100R341	G/L#	REVENUE BUDGET -
7,400.00CR	3,480.00CR	3,480.00CR 3,480.00CR	.00		.00	.00		.00	FINAL BUDGET	FIRE PROTECTION FUND
1.52CR	.00	.00	.00	.00	. 00	.00	00	.00	FEBRUARY AMOUNT	
63.50CR	. 00		.00	. 00	.00	.00		.00	UTY UTY % TNUOMA	FEBRUARY 2017
1 7,336.50CR	3,480.00CR	3,480.00CR 3,480.00CR	.00	.00	.00	.00		00	D 2017 BALANCE	LPREVB PAGE 13

FUND TOTALS	ACCOUNT TYPE TOTALS	3730.200 REIMB INSURANCE ACCOUNT TYPE TOTALS	OPERATING TRANSFER IN ACCOUNT TYPE TOTALS	ACCOUNT TYPE TOTALS	3690.100 MISC ACCOUNT TYPE TOTALS	3610.100 EMER MGT INT (SAVING ACCOUNT TYPE TOTALS	ACCOUNT TYPE TOTALS	3390.100 FROM OTHER GOVT'S ACCOUNT TYPE TOTALS	3350.900 STATE REIM OF EMER M 3350.910 REIMB OF EQUIPMENT 3350.920 REIMB HAZMAT ACCOUNT TYPE TOTALS	3340.100 EM MGT GRANT-DOJ ACCOUNT TYPE TOTALS	332.900 REIMBURSE L.E.P.C. ACCOUNT TYPE TOTALS	3310.100 FED GRANT 3310.180 DOJ - '03 AND '04 3310.181 LETPP-DOJ'05 (LAW EN 3310.200 FOEL REDUCTION GRANT 3310.230 HOMELAND SECURITY 3310.240 PDM GRANT 3310.250 BLM GRANT 3310.250 BLM GRANT 3310.300 DOJ 2005 EQUIPMENT G 3310.400 TRAINING GRANT 3310.500 CWPP WILDLAND FIRE 3310.990 SOUTHWEST DISTRICT 3318.000 POINT OF DISPENSING ACCOUNT TYPE TOTALS	ACCOUNT DESCRIPTION	3/13/17 FALL RIVER COUNTY
22600	22600R37	22600R3730200 22600R373	22600R3710000 22600R371	22600R36	22600R3690100 22600R369	22600R3610100 22600R361	22600R33	22600R3390100 22600R339	22600R3350900 22600R3350910 22600R3350920 22600R335	22600R3340100 22600R334	22600R3320900 22600R332	22600R3310100 22600R3310180 22600R3310200 22600R3310230 22600R3310230 22600R3310250 22600R3310300 22600R3310400 22600R3310990 22600R3310990 22600R3318000	G/L# NUMBER	REVENUE BUDGET -
126,810.00CR	76,657.00CR	.00	76,657.00CR 76,657.00CR	.00		.00	50,153.00CR	7,500.00CR 7,500.00CR		.00	.00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	FINAL FE	EMERGENCY MGT
. 00	.00	.00	.00	.00	.00	.00	. 00	.00		.00	.00		FEBRUARY AMOUNT	FEE
.00	. 00	.00	.00	.00	.00	00	.00	.00		.00	.00		YTD YTD AMOUNT "	FEBRUARY 2017 LPREVB
126,810.00CR	76,657.00CR	00	76,657.00CR 76,657.00CR	.00	00	. 00	50,153.00CR	7,500.00CR 7,500.00CR		. 00	00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	2017 BALANCE	VB PAGE 15

	ACCOUN	3710.000 OPER ACCOUNT	ACCOUN	3440.240 STATE PAYMENT ACCOUNT TYPE TOT	ACCOUNT bescription	3/13/17
FUND TOTALS	ACCOUNT TYPE TOTALS	000 OPER TRANSFER IN ACCOUNT TYPE TOTALS	ACCOUNT TYPE TOTALS	40 STATE PAYMENT ACCOUNT TYPE TOTALS	ON	FALL RIVER COUNTY
23100	23100R37	23100R3710000 23100R371	23100R34	23100R3440240 23100R344	G/L#	REVENUE BUDGET - WIC
. 00	.00	. 00	. 00		FINAL	IC
.00	.00	. 00	.00	. 00	FEBRUARY AMOUNT	
. 00	. 00	.00	. 00	. 00	Y'I'D Amount'	FEBRUARY 2017
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. 00	. 00	. 00	.00	. 00	2017 BALANCE	PAGE 17

FUND TOTALS	ACCOUNT TYPE TOTALS	3340.100 STATE GRANT ACCOUNT TYPE TOTALS	ACCOUNT TYPE TOTALS	2910.000 OPERATING TRANSFER I ACCOUNT TYPE TOTALS	ACCOUNT DESCRIPTION	3/13/17 FALL RIVER COUNTY
23401	23401R33	23401R3340100 23401R334	23401R29	23401R2910000 23401R291	G/L# NUMBER	REVENUE BUDGET -
.00	. 00	00	. 00	.00	FINAL BUDGET	CHEYENNE WEED GRANT
. 00	.00	00	. 00	.00	FEBRUARY AMOUNT	
.00	.00	. 00	.00	. 00	YTU AMOUNT	FEBRUARY 2017
. 00	.00	.00	.00		YTD 2017 % BALANCE	LPREVB PAGE 19

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FUND TOTALS	ACCOUNT TYPE TOTALS	3690.300 CREDIT & OVERPAYMENT ACCOUNT TYPE TOTALS	ACCOUNT TYPE TOTALS	3310.900 FEDERAL GRANTS ACCOUNT TYPE TOTALS	ACCOUNT TYPE TOTALS	2910.000 OPERATING TRANSFER I ACCOUNT TYPE TOTALS	ACCOUNT DESCRIPTION	3/13/17 FALL RIVER COUNTY
23403	23403R36	23403R3690300 23403R369	23403R33	23403R3310900 23403R331	23403R29	23403R2910000 23403R291	G/L# NUMBER	REVENUE BUDGET -
.00	. 00	. 00	. 00	.00	. 00	00	FINAL BUDGET	HORSEHEAD II WEED GR
. 00	.00	. 00	.00	. 00	.00	.00	FEBRUARY AMOUNT	GRANT
. 00	.00		. 00	00	. 00	.00	YTD YTD % TNOOMA	FEBRUARY 2017 LPREVB
.00	. 00	.00	.00	00	.00	.00	2017 BALANCE	REVB PAGE 21

	ACCOL	3340.000 STATE GRANTS ACCOUNT TYPE TO	ACCOUNT DESCRIPTION	3/13/17
FUND TOTALS	ACCOUNT TYPE TOTALS	000 STATE GRANTS ACCOUNT TYPE TOTALS	TON	FALL RIVER COUNTY
			~	ALNOC
23405	23405R33	23405R3340000 23405R334	G/L# NUMBER	REVENUE BUDGET -
.00	.00	.00	FINAL BUDGET	ALABOUGH GRANT FUND
.00	. 00	00	FEBRUARY AMOUNT	
.00	.00	.00	YTD AMOUNT	FEBRUARY 2017
			% CTD	7 LPREVB
. 00	.00		2017 BALANCE	PAGE 23

FUND TOTALS	ACCOUNT TYPE TOTALS	3310.300 FALL RIVER WTR CDBG ACCOUNT TYPE TOTALS	ACCOUNT DESCRIPTION	3/13/17 FALL RIVER COUNTY
23700	23700R33	23700R3310300 23700R331	G/L# NUMBER	REVENUE BUDGET -
. 00	. 00	. 00	FINAL	FALL RIVER CDBG
.00	. 00	.00	FEBRUARY AMOUNT	
.00	.00	.00	YTU MOUNT!	FEBRUARY 2017
			" GLA	LPREVB
.00	. 00	.00	2017 BALANCE	PAGE 25

FUND TOTALS	ACCOUNT TYPE TOTALS	M & F CONTRIBUTIONS AND DONAT ACCOUNT TYPE TOTALS	M & P EARNINGS ON DEPOSITS ACCOUNT TYPE TOTALS	ACCOUNT TYPE TOTALS	M & P FILING/RECORDING FEES M & P ALLOCATION ACCOUNT TYPE TOTALS	ACCOUNT DESCRIPTION	3/13/17 FALL RIVER COUNTY
25000	25000R36	25000R3650000 25000R365	S 25000R3610000 25000R361	25000R34	25000R3412100 25000R3412300 25000R341	G/L# NUMBER	ONTY REVENUE BUDGET -
9,000.00CR	.00		.00	9,000.00CR	4,500.00CR 4,500.00CR 9,000.00CR	FINAL	GET - M & P RELIEF
369.00CR	.00	00	.00	369.00CR	369.00CR .00 369.00CR	FEBRUARY AMOUNT	
675.00CR	.00	. 00	.00	675.00CR	675.00CR .00 675.00CR	TTD AMOUNT	FEBRUARY 2017
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8,325.00CR	.00	. 00	. 00	8,325.00CR	3,825.00CR 4,500.00CR 8,325.00CR	2017 BALANCE	PAGE 27

FUND TOTALS	ACCOUNT TYPE TOTALS	3730.200 REIMB INS ACCOUNT TYPE TOTALS	3710.000 OPERATING IN ACCOUNT TYPE TOTALS	ACCOUNT TYPE TOTALS	3690.100 MISCELLANEOUS ACCOUNT TYPE TOTALS	3640.100 SALE OF COUNTY OWNED ACCOUNT TYPE TOTALS	3610.100 BDLG INTEREST (SVG & ACCOUNT TYPE TOTALS	ACCOUNT TYPE TOTALS	3380.100 PILT-BROOKSIDE 3380.150 PILT-HILLCREST 3380.180 PILT - EVANS ACCOUNT TYPE TOTALS	3370.200 STATE AID IN LIEU OF ACCOUNT TYPE TOTALS	ACCOUNT DESCRIPTION	3/13/17 FALL RIVER COUNTY
30100	30100R37	30100R3730200 30100R373	30100R3710000 30100R371	30100R36	30100R3690100 30100R369	30100R3640100 30100R364	30100R3610100 30100R361	30100R33	30100R3380100 30100R3380150 30100R3380180 30100R338	30100R3370200 30100R337	G/L#	REVENUE BUDGET -
121,307.00CR	. 00	00	.00	. 00		.00	.000	600.00CR	 0000 0000	00	FINAL	COURTHOUSE BUILDING F
3,471.25CR	. 00	.00	. 00	. 00	. 00	.00	00	.00		00	FEBRUARY AMOUNT	FUND
8,773.72CR	. 00	. 00	.00	.00	00	. 00	.00	606.58CR 101		. 00	YTD YTD AMOUNT %	FEBRUARY 2017
7 112,)1				LPREVB
112,533.28CR	. 00	00	00	.00	00	.00	. 00	6.58		.00	2017 BALANCE	PAGE 29

Joe F. asked that I get the laws on carrying weapons in the courthouse. Sue, if you could fax this on to him and put it on the next agenda, I'd appreciate it. I'll e-mail the other commissioners. It appears that the commission can waive the penalty for possession of a firearm in the courthouse using SDCL 22-14-28. I'd support that. If it seems best we could keep 22-14-23 for the courtroom, not the courthouse, on court days only.

- 22-14-23. Possession in county courthouse--Misdemeanor. Except as provided in § 22-14-24, any person who knowingly possesses or causes to be present any firearm or other dangerous weapon, in any county courthouse, or attempts to do so, is guilty of a Class 1 misdemeanor.
- 22-14-24. Exceptions to penalty for possession in a county courthouse. The provisions of § 22-14-23 do not apply to:
- (1) The lawful performance of official duties by an officer, agent, or employee of the United States, the state, political subdivision thereof, or a municipality, who is authorized by law to engage in or supervise the prevention, detection, investigation, or prosecution of any violation of law or an officer of the court;
 - (2) Possession by a judge or magistrate;
- (3) The possession of a firearm or other dangerous weapon by a federal or state official or member of the armed services if such possession is authorized by law; or
- (4) The lawful carrying of firearms, or other dangerous weapons in a county courthouse incident to hunting, or gun safety course or to other lawful purposes.
- 22-14-25. Power of court to punish and promulgate rules. Nothing in this chapter limits the power of a court to punish for contempt or to promulgate rules or orders regulating, restricting, or prohibiting the possession of weapons, within any building housing such court or any of its proceedings, or upon any grounds pertinent to such building.
- 22-14-26. Notice of provisions to be posted at county courthouse. Notice of the provisions of § 22-14-23 shall be posted conspicuously at each public entrance to each county courthouse.
- 22-14-28. Waiver of provisions. By a majority of the members-elect, the county commission in any county may elect to waive the provisions of § 22-14-23.

Just for a heads up, I got a call from Edgemont and it sounds like the Mayor will be wanting to renegotiate the policing contract again.

Regards, Paul

3/13/2017

Dear Kelli:

I am submitting my resignation from Full time employment in the Fall River/Oglala Lakota County Treasurer's office effective the close of business Thursday, May 4, 2017.

It is my hope you and the Fall River County Commissioners would approve my staying on the payroll as an as needed hourly employee to work in the office. The County would be responsible to pay my hourly salary and FICA costs, no other benefits would be requested or required.

I hope you are able to hire a Full time person to take my place as soon as possible.

It has been an amazing 47 months working in the office. I have learned a lot and enjoyed the opportunity. I just feel the need to have more time to spend with family and friends, and at the same time not leave the office short-handed when I am currently not in the office. It is too hard for me to take time off when I know how hard the remaining staff will be working in my absence. Our office needs more staff coverage. I hope my retiring, the hiring of a full time person to replace me, and myself having the opportunity to return as needed to assist will ease some of the stress of the office and allow others to have time off, maybe even take breaks; as you know none of us take a break due to the tremendous customer contact and number of transactions.

Thank you for all you have done, best wishes as you continue the work of Fall River/Oglala Lakota County Treasurer.

Sincerely,

Joyce Farrell

FALL RIVER COUNTY 906 N. RIVER ST. HOT SPRINGS, SD 57747 TELEPHONE: 605-745-5130

HOT SPRINGS KOA 605 515 2235

PERMIT APPLICATION FOR A SIGN OR ADVERTISING STRUCTURE

No permit for a sign or advertising structure may be issued until approved by the Fall River County Board of Commissioners. If this sign is to be located along a State Highway a permit from the State must be attached to this application (Contact Rapid City Region Office for State Permit..605-394-2244).

NAME OF INSTALLER: SD DEPT OF TRANS INSTALLER ADDRESS:
INSTALLER TELEPHONE: PCH ZACHEZ/
NAME AND ADDRESS OF PROPERTY OWNER WHERE SIGN IS TO BE LOCATED: STATE HIGHWAY 79 SOUTHBURND WILL HORTH OF KOA
LEGAL DESCRIPTION OF PROPERTY WHERE SIGN IS TO BE LOCATED:
BUSINESS NAME ON PROPERTY WHERE SIGN IS TO BE LOCATED:
AMOUNT OF APPLICATION FEE: \$ NONE
ATTACH SCALE DRAWINGS OF A SITE LOCATION PLAN AND OF THE SIGN STRUCTURE
x x x x
ACCEPTED BY: DATE: Fall River County Sign Director
APPROVED BY: DATE: Fall River County Commissioner
"ENGINE BRAKES PROHIBITED NEXT 2 MILES"
WE HEED COUNTY APPROVAL FOR ENGINE
PRAKE NOISE SIGN, WORTH OF THE KOA ON HWY 79. STATE WILL (NOTELL (PER PICH
ZACHER) WITH COUNTY APPROVAL.
REQUESTING TO BE ON AGENDA FOR MARCH 7

NOTICE OF PROPOSED ORDINANCE

FALL RIVER COUNTY ORDINANCE NO.

AN ORDINANCE PROHIBITING THE USE OF ENGINE EXHAUST BRAKES WITHIN THE COUNTY OF FALL RIVER

COMMISSIONERS Linda Mines, E.C. Heimbuck and John Koller introduced the following Ordinance:

BE IT ORDAINED by Fall River County that it shall be unlawful for any person operating a vehicle in Fall River County to use engine exhaust brakes or "Jacobs brakes" whereby engine compression is released into the exhaust system by means of mechanical exhaust valves and thereby serving to slow a vehicle without using mechanical brakes, at any location where signs have been posted banning the use of "Jacobs brakes".

A person convicted of the violation of this Ordinance may be fined up to \$200.00 or 30 days in the County jail or both.

First reading - May 4, 1999 at 10;30 a.m.

Second reading - May 18, 1999 at 10:30 a.m.

DATED THIS 20TH DAY OF April, 1999.

Publish week of April 26, 1999 and May 3, 1999

RESOLUTION OF THE OGLALA SIOUX TRIBAL COUNCIL OF THE OGLALA SIOUX TRIBE (An Unincorporated Tribe)

RESOLUTION OF THE OGLALA SIOUX TRIBAL COUNCIL AUTHORIZING A FIVE-YEAR LEASE OF THE TRIBE'S 1,247 ACRES AT FLINT HILLS IN FALL RIVER COUNTY TO THE WILD HORSE SANCTUARY (INTERNATIONAL RANGE AND MUSTANG FOUNDATION).

WHEREAS, the Oglala Sioux Tribe organized in accordance with Section 16 of the Indian Reorganization Act of 1964 on December 14, 1935 by adopting a federally approved Constitution and By-Laws, and the Tribal Council is the governing body of the Tribe, and

WHEREAS, the Tribal Constitution authorizes the Oglala Sioux Tribal Council, in Article IV, Section 1(a) to negotiate with, among others, the Federal and State governments, on behalf of the Tribe; and in Section 1(w) to adopt laws protecting and promoting the health, safety, and general welfare of tribal members, and

WHEREAS, the Oglala Sioux Tribe owns approximately 1,247 acres at Flint Hills, south of Hot Springs, South Dakota and is seeking to have the Secretary of the Interior take that land into trust pursuant to 25 U.S.C. Sec. 465, and

WHEREAS, the Oglala Sioux Tribe's acreage is suitable for agriculture and the Fall River County Commission determined on July 19, 2016 to restore the agriculture designation of the Flint Hills lands based upon the long-term lease of the land to the Wild Horse Sanctuary, and

WHEREAS, the Oglala Sioux Tribe's lease of the 1,247 acres at Flint Hills to the Wild Horse Sanctuary has expired, now

THEREFORE BE IT RESOLVED, that the Oglala Sioux Tribe authorizes a five-year lease of the Tribe's 1,247 acres at Flint Hills to the Wild Horse Sanctuary for the purpose of grazing wild horses on the same basis at the prior lease (see attached lease) and the President of the Oglala Sioux Tribe is authorized to sign said lease, and

BE IT FURTHER RESOLVED, that the Oglala Sioux Tribe's lease of the land to the Wild Horse Sanctuary shall be terminable on 30 days' notice if necessary to end the lease to facilitate the land into trust process, and shall include a provision to the effect that:

The Oglala Sioux Tribe may terminate this lease upon thirty (30) days notice if necessary to facilitate the Tribe's land into trust process, provided that the lessee shall have a reasonable time thereafter to remove any wild horses on the land.

RESOLUTION NO. 16-110 Page Two

BE IT FURTHER RESOLVED, that the Oglala Sioux Tribe Land Department may renew the lease for the balance of the 5 year period after the land is taken in trust.

C-E-R-T-I-F-I-C-A-T-I-O-N

I, as the undersigned Secretary of the Oglala Sioux Tribal Council, of the Oglala Sioux Tribe hereby certify that this Resolution was adopted by a vote of: 13 For; 1 Against; 0 Abstain; and 0 Not Voting; during a REGULAR SESSION held on the 23RD day of AUGUST, 2016.

RHONDA TWO EAGLE

Secretary

Oglala Sioux Tribe

A-T-T-E-S-T:

John yealow bird steele

President

Oglala Sioux Tribe

LAND LEASE AGREEMENT BETWEEN THE OGLALA SIOUX TRIBE AND THE BLACK HILLS WILD HORSE SANCTUARY

This Lease ("Lease") is effective this 30th day of November 2016, between OGLALA SIOUX TRIBE, PO BOX 2070, PINE RIDGE, SD 57770, a federally recognized Indian tribe ("Lessor"), and INSTITUTE OF RANGE AND AMERICAN MUSTANG, PO BOX 998, HOT SPRINGS, SD 57747 ("Lessee").

1. PROPERTY

Subject to the following terms and conditions, Lessor leases to Lessee the real property (the "Property") described in attached Exhibit A, for use as grazing range for horses of the Black Hills Wild Horse Sanctuary located in Fall River County of South Dakota

2. TERM

The initial term of this lease shall be one (1) year, commencing on November 30, 2016 (the "Commencement Date"), and terminating at midnight on the last day of the month in which the annual anniversary of the Commencement Date shall have occurred. The lessee has been holding over on the same terms as the previous lease.

3. PERMITTED USE

The Property may be used by Lessee for the grazing of Lessee's cattle and mustangs from the Black Hills Wild Horse Sanctuary located in Fall River County, South Dakota, pursuant to a management plan to be developed by Lessee and provided to Lessor within one hundred twenty (120) days after the execution of this lease. The management plan shall protect the land and all wild game and native plants on the land and shall prevent overgrazing of the leased premises by Lessee's cattle and horses. No hunting or fishing be allowed on the leased premises.

4. RENT

Lease shall be assessed at the rate of \$5.00 or at the current rate assessed by the Lessor per acre per year. However, the full payment of the \$5.00 or the current rate assessed per acre per year lease payment shall be waived for the term of this lease upon the Lessee fulfilling the terms of this Lease. In the event Lessee fails to fulfill the terms of this Lease the \$5.00 (or the current lease rate) per acre per year shall be assessed in its entirety.

5. RENEWAL

Lessee shall have the option to renew this Lease for four additional one year term(s) upon the expiration of the original Lease. The lease rate, terms and conditions of any renewal lease shall be by mutual agreement of the parties. If Lessee remains in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease. The lease payments shall be prorated on a monthly basis and paid to Lessor by the fifth (5th) day of each succeeding month.

6. INTERFERENCE

Subject to Lessee's right to use the Premises as set forth in Section 3, Lessee shall not otherwise use the Premises in any way which interferes with the use of the Property by Lessor, or lessees or licensees of Lessor, with rights to the Property prior in time to Lessee's (subject to Lessee's rights under this Lease, including without limitation, noninterference). Similarly, Lessor shall not use, nor shall Lessor permit its lessees, licensees, employees, invitees, or agents to use, any portion of the Property in any way which interferes with Lessee's use of the Premises or the operations of Lessee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, (i) to bring a court action to enjoin such interference or (ii) to terminate this Lease immediately upon written notice, provided however, that any court action brought against the Lessor shall be brought only in the Oglala Sioux Tribal Court as mentioned in paragraph 16(C).

7. IMPROVEMENTS, UTILITIES; ACCESS

(a) Lessee shall repair the fence, wire and fence post as necessary for maintenance after the Oglala Sioux Tribe installs new fence in critical areas with funding from USDA NRCS and BIA. Lessee agrees that all fence wire and posts that is installed shall be the property of the Lessor.

- (b) Lessee, at its own expense, may use any and all appropriate means of restricting access to the Property to all not authorized by the Lessor to have access to the Property. However, Lessee shall as a condition of this Lease give Lessor Limited Ingress and Egress to the Leased Property at any time upon five (5) days notice to Lessee. Lessor through the OST Land Department Director shall notify Lessee by letter and telephone of the date and time that Lessor or Lessor's agents or representatives wish to have access to the Leased Property.
- (c) As partial consideration under this Lease, Lessee hereby grants Lessor and Lessor's agents, employees, a Limited Ingress, Egress, and access over Lessee's property so Lessor can get to its Property at agreed upon times during the term of this Lease. The Limited Ingress, Egress agreement is attached as Exhibit B.
- (d) Lessee shall have 24-hours-a-day, 7-days-a-week access to the Leased Property at all times during the term of this Lease.

8. TERMINATION

Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

- (a) Upon thirty (30) days written notice by either party if the other party defaults and fails to cure or commence curing such default within that thirty (30) day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (30) day period.
- (b) Upon thirty (30) days upon discovery of hazardous waste on the Leased Property.

(c) Upon thirty (30) days' notice by lessor if necessary to facilitate the process of the land being put into trust by the Secretary of the Interior, provided that the lessee shall have a reasonable time thereafter to remove any wild horses on the land.

9. TAXES

Lessor shall pay any property taxes assessed on the Leased Property with the funds Lessee pays the Lessor for the use of the Property. Lessee shall during the term of this Lease pay to Lessor the total amount of all yearly taxes assessed against the Property described in Exhibit A. Lessor shall by mail and other communication means, apprise the Lessee of the amount of the taxes assessed against the Property and Lessee shall forward a certified check or money order to Lessor for the total amount of the taxes within seven (7) days of the Lessor's notification of the amount due.

10. INSURANCE

Lessor and Lessee hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured there under. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

11. HOLD HARMLESS

Lessee agrees to hold Lessor harmless all claims arising from the Lessee's use of the Property.

12. Any notices required under this lease shall be sent by certified mail, return receipt requested to the following:

If to Lessee,

Attn: Dayton Hyde

Institute of Range & American Mustang

PO Box 998

Hot Springs, SD 57747 Phone: 605.745.6339

If to Lessor,

Attn: Land Office Director

Oglala Sioux Tribe Land Department

PO Box 2070

Pine Ridge, SD 57770 Phone: 605.867.5305 Fax: 605.867.6422

13. QUIET ENJOYMENT, TITLE AND AUTHORITY

- (a) Lessor covenants and warrants to Lessee that (i) Lessor has full right, power and authority to execute this Lease; (ii) Lessor has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Lessee which will not interfere with Lessee's rights to or use of the Property; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor.
- (b) Lessor covenants that at all times during the term of this Lease and any Renewal Term, Lessee's quiet enjoyment of the Property or any part thereof shall not be disturbed as long as Lessee is not in default beyond any applicable grace or cure period.

14. ENVIRONMENTAL LAWS

- (a) Lessee represents warrants and agrees that it will conduct its activities on the Property in compliance with all applicable federal, state, and tribal Environmental Laws.
- (b) Lessee agrees to defend, indemnify and hold Lessor harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney 's fees that Lessor may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or release into the environment arising solely from Lessee's activities on the Property.
- (c) Lessor agrees to defend, indemnify and hold Lessee harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney 's fees that Lessee may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous

Substance to other properties or released into the environment that relate to or arise from Lessor's activities during this Lease and from all activities on the Property prior to the commencement of this Lease. Any liability increased by lessor under this paragraph shall be limited to the policy limits of its insurance policy.

(d) The indemnification in this section specifically includes without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

15. SUCCESSORS AND ASSIGNS

This Lease and any Ingress, Egress Agreement granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

16. ASSIGNMENT AND SUBLETTING

Lessee may not, without Lessor's prior written consent, assign any interest in this Lease. Any assignee must expressly accept and assume in writing all of the obligations of the Lessee hereunder. The consent of Lessor to any such assignment may be withheld by Lessor in its sole discretion. The Lessee may not sublease all or any part of the premises without first obtaining Lessor's consent in writing.

17. MISCELLANEOUS

- (a) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.
- (b) Each party agrees to cooperate with the other in executing any documents (including a Limited Ingress & Egress Agreement) necessary to protect its rights or use of the Leased Property.
- (c) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties intend that the provisions of this Lease be enforced to the fullest extent permitted by applicable law.

- (d) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.
- (e) The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Premises and shall become effective only upon execution by both Lessee and Lessor.
- (f) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- (g) The parties understand and acknowledge that Exhibit A (the legal description of the Property), shall be attached to this Lease and incorporated in the Lease by reference.
- (h) The parties understand and acknowledge that Exhibit B (the Limited Ingress & Egress Agreement to the Leased Property, shall be attached to this Lease in full.
- (i) Lessee shall keep Lessor informed of all potential or actual claims of third parties against the Leased Property based on the adverse possession under state law, nor on adverse possession.

OGLALA SIOUX TRIBE, a federally recognized Indian Tribe

EXECUTED as of the date, or later of the dates, set forth in the respective acknowledgements of the parties hereto.

	By: Jing Milling. Its: Files dint 081	
LESSE:	By: Dantie Of RANGE MANAGEMENT & AMERICAN MUSTANG By: President	

STATE OF SOUTH DAKOTA

LESSOR:

COUNTY OF OGLALA LAKOTA

On this 14 day of Feloviary, 2016, before me personally appeared known to me to be the President of the Oglala Sioux Tribe, a federally recognized Indian Tribe, who executed the within and foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed on behalf of the Oglala Sioux Tribe for the uses and purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument.

official seal the day and year first above written.
Notary Public: Werise M. Dwuss
My commission expires: $05-08-202$
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STATE OF SOUTH DAKOTA
COUNTY OF FALL RIVER
On this
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.
Notary Public: Management (1) 2000
STATE OF SOUTH DAKOTA COUNTY OF FALL RIVER On this 1 day of 2 known to me to be the President of the Institute of Range & American Mustang, who executed the within and foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed on behalf of said Institute for the uses and purposes therein mentioned, and or oath, stated that he was authorized to execute said instrument. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written. Notary Public: My commission expires: My 2022

(SEAL)

and on

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my

EXHIBIT A: LEGAL DESCRIPTION OF OGLALA SIOUX TRIBE'S LAND

This shall serve as Exhibit A to the attached Lease between Oglala Sioux Tribe, a federally recognized Indian Tribe, as Lessor, and Institute of Range & American Mustang, Lessee.

The Property is legally described as follows:

- 1. Lots 1, 2, and 3 of S18 T8N R4W in $6^{\rm th}$ PM of Fall River County, SD consisting of approximately 107.31 acres, more or less.
- 2. N $\frac{1}{2}$ of S20 T8N R4W of 6th PM in Fall River County, SD consisting of approximately 320 acres, more or less.
- 3. S $\frac{1}{2}$ of S20 T8N R4E of 6th PM in Fall River County, SD consisting of approximately 320 acres, more or less.
- 4. NW ½ of S21 T8N R4W of 6th PM in Fall River County, SD consisting of approximately 160 acres, more or less.
- 5. NE ¼, N ½ NW ¼, N ½ SE ¼ of S28 T8N R4W in Fall River County, SD consisting of approximately 320 acres, more or less.

TOTAL ACRES: 1227.31

LIMITED AGREEMENT TO GRANT INGRESS AND EGRESS TO THE OGLALA SIOUX TRIBE.

The Institute of Range and American Mustang, PO Box 998, Hot Springs, SD 57747 (herein referred to as Institute) does through this Agreement allow The Oglala Sioux Tribe, PO Box 2070, Pine Ridge, SD 57770 (herein referred to as OST) Limited Ingress and Egress over the Institute's land.

This Agreement shall allow OST access to their land, which is legally described on Exhibit A. The Ingress and Egress shall be as provided in paragraph 7(b) of the Lease, and shall be done only after OST through their OST Land Department Director requests such access in writing to the Institute. All access will be conducted only with escort from the Institute.

Dayton Hyde

Institute of Range & American Mustang

PO Box 998

Hot Springs, SD 57747

John Yellow Bird Steele

Oglara Sloux Tribe

PO Box 2070

Pine Ridge, SD 57770

120580 120580

Comments:	Other Bldgs	Ag Bldg Ag Bldg Non-Ag Land C		Registered MH#: Chgd DISTS: Sch 01 Tax 02 Fire 40 ParentRP#	Second Name: Mailing Address: Property Address:	Key: 19000 00804 20100 20-008-04 Taxpayer Name: OGLALA SI
		320.00	MACRES LOTBLD	Chgd From: 1x 02 Fire 40 Xmp Leg	PO BOX 2070 PINE RIDGE	00804 20100 Curre Fall OGLALA SIOUX TRIBE
	312000	312000	5: 7: BLD F&T VALUE	el Dscl:	SD 57770 2070	Current Assessed Fall River County TRIBE
			GROWTH	., SEC 20, '	'2	ty Owner
Qry Flag: Temp Flag:	312000	312000	OSR= .371 EXEMPT CODE FINAL VAL	Inspected 0/00/00 Escrow N1/2, SEC 20, TWP 8, RG 4	F9=FAQs F10=Prv \$ F11=Log F13=ROB Special Asmnt: Others:	F2=Boards F20=Notes F3=Soils F4=Sales F5=5 Yrs Taxable\$

Comments:	Other Bldgs	Ag Bldg Non-Ag Land C Non-Ad Bldd	4: 6: DESC CLSS	Registered MH#: Chgd DISTS: Sch 01 Tax 02 Fire 40 ParentRP#	Second Name: Mailing Address: Property Address:	Key: 19000 00804 20300 20-008-04 Taxpayer Name: OGLALA SI
		320.00		17	PO BOX 2070 PINE RIDGE	XUC
	312000	312000	# ACRES LOTBLD F&T VALUE GROWTH	From: Xmpt: Legal Dsc1: S1/2, SEC 20, TWP 8, RG 4	SD 57770 2070	Current Assessed Fall River County C
Qry Flag: Temp Flag:	312000	312000	OSR= .348 EXEMPT CODE FINAL VAL	Inspected 0/00/00 Escrow 20, TWP 8, RG 4	F9=FAQs F10=Prv \$ F11=Log F13=ROB Special Asmnt: Others:	ner

Comments:	Non-Ag Bldg Other Bldgs		DESC	Registered MH#: Chgd DISTS: Sch 02 Tax 03 Fire 30 ParentRP#	Second Name: Mailing Address: Property Address:	Key: 1900 21-008-04 Taxpayer Name:
		C	CLSS	Ta×	::	0 00
		160.00	# ACRES LOT		PO BOX 2070 PINE RIDGE	19000 00804 21200 <u>Curre</u> Fall Name: OGLALA SIOUX TRIBE
	144000	144000	5: 7: LOTBLD F&T VALUE	From: Xmpt: Legal Dscl: NW	SD 577	Current Assessed Fall River County
			GROWTH	Inspected E: Dscl: NW1/4, SEC 21, TWP 8, RG 4	57770 2070 St	unty Owner
Qry Flag: Temp Flag:	144000	144000	OSR= .241 EXEMPT CODE FINAL VAL	Inspected 0/00/00 Escrow TWP 8, RG 4	F6=Sp Assmts F8=Tax F9=FAQs F10=Prv \$ F11=Log F13=ROB Special Asmnt: Others:	F2=Boards F20=Notes F3=Soils F4=Sales F5=5 Yrs Taxables

Comments:	Other Bldgs	Ag Bldg Non-Ag Land C	4: 6: DESC CLSS	Registered MH#: Chgd DISTS: Sch 02 Tax 03 Fire 30 ParentRP# 2: SEC 28, TWP 8, RG 4	Mailing Address: Property Address:	000 OC
		320.00	# ACRES LOT		PO BOX 2070 PINE RIDGE	OUX I
	288000	288000	GROWTH GROWTH	From: Xmpt: Esc Legal Dscl: NE1/4, N1/2NW1/4, N1/2SE1/4, 3:	SD 57770 2070 Sj	Current Assessed Fall River County Owner TRIBE Occ
<pre>Qry Flag: Temp Flag:</pre>	288000	288000	OSR= .312 EXEMPT CODE FINAL VAL	Inspected 0/00/00 Escrow /4, N1/2SE1/4,	F9=FAQs F10=Prv \$ F11=Log F13=ROB Special Asmnt: Others:	F2=Boards F20=Notes F3=Soils F4=Sales F5=5 Yrs Taxable\$

JOINT AGENDA HOT SPRINGS & FALL RIVER COUNTY

HOUSING AND REDEVELOPMENT COMMISSION Wednesday, March 15, 2017

1:30 pm

Call To Order

Attendance Roll Call

Approval / Additions to Agenda

Oaths of Office

Fall River – Connie Gerard

Reports

Minutes

Joint Meeting of February 15, 2017

Financial

HSH

Cash Flow & Check Registers – 02/17

FRC

Cash Flow & Check Registers – 02/17

Loan Amortization Schedule - 03/17

Communications

Executive Director

Occupancy Report

Old Business

Fair Housing Compliance Review - nothing to update

Purchase Agreement update – Due Diligence Additional Radon Testing – 03/??/17

2017 MOR Report to CCI 03/09/17

CCI followup

Storage tank tightness testing - completed

Dry cleaning soil test - completed

Asbestos screening or alternate – no date yet

Sales Purchase Agreement deadline - 05/01/17

Buyer-initiated extensions

Alternatives

Recovery Agreement – acknowledged receipt, but no HUD signed copy Modernizing plans

New Business

JOINT MEETING OF THE HOT SPRINGS AND FALL RIVER HOUSING COMMISSIONS Wednesday, February 15, 2017

CALL TO ORDER

Chairman Mark Crossman called the meeting to order at 1:30 PM.

ROLL CALL

Members answering roll call were Terry Slagel, Linda Cobb, Mark Crossman, Mike McNeill and Jim Stevens. Connie Gerard absent and excused.

OTHERS PRESENT

Greg Foust and Caroline Standen.

AGENDA

Mark added an executive session to the agenda. With this addition, the agenda stands approved as written.

OATH OF OFFICE

Linda Cobb recited the Oath of Office for the Hot Springs Housing Commission.

SECRETARY'S REPORT

Terry moved to accept the minutes from the January 18, 2017 Joint Housing Commission meeting. Mike seconded the motion. No discussion. Unanimous.

FINANCIAL REPORT

Terry asked about the checks written to Door Security Products. Greg explained that DSP repaired the Evans' camera system and that the cameras and software system at Brookside are being upgraded. The new cameras will provide a wider, more detailed view of the longer hallways and additional cameras will be added to cover the short hallways on each floor. Jim moved to accept the financial reports for January 2017. Linda seconded the motion. No further discussion. Unanimous.

COMMUNICATIONS:

There were no communications.

EXECUTIVE DIRECTOR'S REPORT

Occupancy Report: Greg reviewed the occupancy information with the commissioners. As of the date of the occupancy report there had been a net gain of two (2) tenants between Brookside and the Evans. This past month, there were two (2) deaths. There are several good applications pending. Hillcrest has received one notice to vacate, and that tenant vacated within four days of the notice. There are 10 vacancies at Hillcrest and no pending applications.

Hillcrest Sign: Greg showed the commissioners the design concept for a new sign for Hillcrest. The current sign is quite faded and SDHDA suggested the need for a new sign. The sign is being designed and installed by Mammoth Handcrafted Signs.

Brookside Heating Boilers: Information regarding the new boiler for heating purposes was mailed to each commissioner. Jim reviewed Rasmussen's proposal and discussed it with Greg and the commissioners before today's meeting. The cost is \$48,000 and the boiler arrived on February 13 and installation began on February 14 and is expected to be completed today. Greg stated that he had originally thought of using CFP or OP Sub funds, but has since decided to utilize some of the funds that were received several years ago, in back management fees from the Evans.

Domestic Water Heater: Linda inquired about the water heater for the domestic hot water. Greg reported that the one remaining water heater continues to work and that maintenance monitors it daily.

OLD BUSINESS

Fair Housing Compliance Review: Nothing new to report.

Purchase Agreement Update – Due Diligence: CCI continues with due diligence efforts for the Evans purchase. The Radon Testing was completed on January 25, 2017. Greg sent CCI the preliminary year end (2016) balance sheet and income statement (prepared by RAM) on February 8, 2017.

The next due diligence items to be addressed are: Fuel tank tightness testing, Dry cleaning soil test and Asbestos screening. CCI locates and coordinates the vendors for these services. Once the services are scheduled, CCI notifies Greg of the day, time and vendor.

Because the diesel fuel storage tank is underground, a tightness test is required for loan purposes. Also, CCI had received early drawings (1900's) for the Evans which indicated that there had a been a dry cleaner, with a dirt floor, at the south end of the building. Because of this information, CCI's lender is requiring soil testing for chemicals. The soil testing is being conducted by D3G whose representative is at the Evans today with a drilling team. D3G is hopeful that the soil testing being done today will also meet the need for the tightness test. Greg reported that the asbestos testing has not been scheduled.

NEW BUSINESS

HUD Recovery Agreement: A copy of this agreement was mailed to all the commissioners prior to today's meeting. This recovery agreement came about because of a sub-standard management score on the PHAS (Public Housing Assessment System) for the fiscal year ending December 31, 2015. This sub-standard score is primarily a result of the high vacancies at Brookside. This is not a new problem for HS Housing as there have been vacancy issues over the past eight (8) years. However, HUD is now requiring that Housing Authorities with a sub-standard score have a formal written plan of action to improve the vacancy issues. This plan of action is to be signed by the Housing Commission Chairman, the Housing Authority Executive Director, the city mayor and a HUD representative.

Greg met with Mark and Mayor Donnell a week ago regarding this plan. Some of the items in the recovery agreement address modernizing the apartments to include painting a feature wall, remodel kitchen to include removing the pantry and putting in new cupboards and countertops and a breakfast bar. Upon review of the recovery plan, the mayor has agreed to sign the document once approved by the commissioners. Terry made a motion to approve the Recovery Agreement and Action Plan. Jim seconded the motion. No further discussion. Unanimous.

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The commissioners went into executive session at 2:05 PM and came out of session at 2:30 PM.

ADJOURNMENT

The meeting adjourned at 2:30 PM.

• 11	
Chairman	Date
Executive Director	Date

BROOKSIDE CASH FLOW REPORT FIRST INTERSTATE BANK February 2017

Beginning Balance		\$7,587.06
Monthly Income		
Rent	24,131.00	
Utilities	2.00	
Late Charge	0.00	
Other Income	6.00	
Laundry	550.00	
Community Room	5.00	
Security Deposit	1,036.00	
Hillcrest Management Fee	1,951.33	
Evans Management Fee	6,151.73	
Miscellaneous	5,000.00 25.00 386.37	OP Sub Reimburse for Advertising Donation
Total Income		39,244.43
Total Cash on Hand		46,831.49
Minus Disbursements per ck#15206-#	15261	40,509.42
Cash in Bank As Of February 28, 2	\$6,322.07	

Register: Bank of the West:936000884-CHECKING

From 02/01/2017 through 02/28/2017 Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment (C Deposit	Balance
02/01/2017	8003	CBH Cooperative	2000 · Accounts Payable	#825578; 2000	3,480.00		60,723.60
02/03/2017			HUD PH Operating Su	Deposit		12,821.00	73,544.60
02/03/2017	8004	Dakota Business Cen	2000 · Accounts Payable	(OP SUB)Inv.#	2,730.60		70,814.00
02/08/2017	8005	Hagen Glass, Inc.	2000 · Accounts Payable	Inv. #51531; ta	2,803.68		68,010.32
02/10/2017			Miscellaneous Income	CFP 15		544.06	68,554.38
02/10/2017	8006	Rapid City Journal	2000 · Accounts Payable	for January; CF	544.06		68,010.32
02/14/2017	8007	Hot Springs Housing	2000 · Accounts Payable		5,000.00	en iri ir gilgini iranina kalandara karandara gilgini iran iranina dinga mar	63,010.32
02/15/2017			Miscellaneous Income	CFP 15		844.00	63,854.32
02/15/2017	8008	Southern Hills Carpet	2000 · Accounts Payable	Inv. #4452; apt	844.00		63,010.32
02/21/2017	8009	CBH Cooperative	2000 · Accounts Payable	OP Sub;#5243	4,350.00		58,660.32
02/27/2017	8010	Door Security Products	2000 · Accounts Payable	OP sub; #2104	5,590.05		53,070.27

Register: 116200 \cdot Investments: First Interstate Bank: 2000570 \cdot First Interstate- Checking

From 02/01/2017 through 02/28/2017 Sorted by: Date, Type, Number/Ref

		Payee	Account	Memo	Payment C	Deposit	Balance
02/01/2017	15006		0000				
	15206	Lynda Sue's Paint/Sn	2000 · Accounts Payable	1/24-1/25/17 s	229.50		7,357.56
	15207	Rebecca Wright	2000 · Accounts Payable	SD ref: \$304; P	454.00		6,903.50
	15208	Estate of Jim Grazier	2000 · Accounts Payable	SD Ref: \$31	31.00		6,872.56
02/06/2017	. 50.00		-split-	Deposit		19,763.37	26,635.93
	15209	Alex Flyte	2000 · Accounts Payable	#614 & 4th hal	353.00		26,282.93
	15210	Accouter Rental and	2000 · Accounts Payable	Inv. #16665	91.20		26,191.73
	15211	ACE HARDWARE	2000 · Accounts Payable		147.90		26,043.83
	15212	American Tenant Scr	2000 · Accounts Payable	Inv. #N322580	43.80		26,000.03
	15213	Appliance & Electro	2000 · Accounts Payable	Inv. #1032	273.95		25,726.08
	15214	Black Hills Energy	2000 · Accounts Payable	47,920 KWH	5,604.89		20,121.19
02/08/2017	15215	BLACK HILLS UR	2000 · Accounts Payable	Inv. #5810	35.00		20,086.19
02/08/2017	15216.	City of Hot Springs	2000 · Accounts Payable	usage: 1472	3,133.69		16,952.50
02/08/2017	15217	Culligan	2000 · Accounts Payable	for January	224.00		16,728.50
02/08/2017	15218	Dakota Business Cen	2000 · Accounts Payable	inv. #313797	165.00		16,563.50
02/08/2017	15219	En-Tech, LLC	2000 · Accounts Payable	Inv. #11197	125.00		16,438.50
02/08/2017	15220	Fall River Housing &	2000 · Accounts Payable		1,519.28		14,919.22
02/08/2017	15221	Golden West-Compa	2000 · Accounts Payable		392.45		14,526.77
02/08/2017	15222	HD Supply	2000 · Accounts Payable	inv. #9151725	161.43		14,365.34
02/08/2017	15223	Lynda Sue's Paint/Sn	2000 · Accounts Payable	#612341; 2/1	153.00		14,212.34
02/08/2017	15224	Lynnette-Blodgett	2000 · Accounts Payable	for January	1,600.00		12,612.34
02/08/2017	15225	Mastercard	2000 · Accounts Payable	(Ken)	40.69		12,571.65
02/08/2017	15226	Mid-American Resea	2000 · Accounts Payable	Inv. #0599113	98.20		12,473.45
02/08/2017	15227	Norton's _	2000 · Accounts Payable	#16508	57.48		12,415.9
02/08/2017	15228	RAM Enterprises	2000 · Accounts Payable	4170	1,572.18		10,843.79
02/08/2017	15229	Servall Uniform & Li	2000 · Accounts Payable	for January	78.24		10,765.55
02/08/2017	15230	Verizon Wireless	2000 · Accounts Payable	Inv. #9779037	376.14		10,389.4
02/08/2017	15231	Mastercard	2000 · Accounts Payable	(Greg)	633.88		9,755.53
02/08/2017	15232	Black Hills Special S	2000 · Accounts Payable		59.40		9,696.13
02/08/2017	15233	Doug Drey	2000 · Accounts Payable		100.00		9,596.11
02/10/2017	15234	Hagen Glass, Inc.	2000 · Accounts Payable	• •	73.32		9,522.8
02/13/2017		Lynda Sue's Paint/Sn	2000 · Accounts Payable	2/8 & 2/9 smo	153.00		9,369.8
02/13/2017		Tyler Blodgett	2000 · Accounts Payable	paint Apt. #415	250.00		9,119.8
02/13/2017		Sander Sanitation Ser	•	•	403.20		
02/14/2017		CAROLINE STAND	-split-	ioi i ooraary	1,012.82		8,716.6
02/14/2017		GREGORY A FOUST	-split-		1,143.04		7,703.7
02/14/2017		KENNETH J. BLOD	-split-		•		6,560.7
02/14/2017		LUCAS A MILLER	-split-		914.04		5,646.7
			-		840.08		4,806.6
02/14/2017		VALORIE P JOHNS	-split-	M. Indiana	663.36		4,143.2
02/14/2017	15243	Credit Collections B	2100 · Fica Tax Payable	V Johnson; Ac	122.31		4,020.9

Hot Springs Housing Authority

Register: 116200 \cdot Investments:First Interstate Bank:2000570 \cdot First Interstate- Checking

From 02/01/2017 through 02/28/2017 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
02/16/2017	15244	Hot Springs Chambe	2000 · Accounts Payable	dues for 2017	55.00		23,069.02
02/16/2017	15245	Norton's	2000 · Accounts Payable	#15612	72.23		22,996.79
02/16/2017	15246	Tyler Blodgett	2000 · Accounts Payable	paint #416	350.00		22,646.79
02/21/2017	15247	Flint Electric	2000 · Accounts Payable	Inv. #6148	428.57		22,218.22
02/21/2017	15248	Rasmussen Mechanic	2000 · Accounts Payable	inv. #014548	149.81		22,068.41
02/22/2017	15249	Alex Flyte	2000 · Accounts Payable	Inv. #1066; apt	75.00		21,993.41
02/23/2017		general de la companya del companya de la companya de la companya del companya de la companya del la companya del la companya de la companya del la companya de la companya del la companya del la companya de la companya del la compan	300000 · OPERATIN	LIEAP		378.00	22,371.41
02/23/2017	15250	Alex Flyte	2000 · Accounts Payable	Inv. #1068; Ap	75.00		22,296.41
02/24/2017			111107 · Bounced Check	Wanda Young	219.00		22,077.41
02/27/2017	15251	CAROLINE STAND	-split-		1,012.82		21,064.59
02/27/2017	15252	GREGORY A FOUST	-split-		1,143.05		19,921.54
02/27/2017	15253	KENNETH J. BLOD	-split-		995.08		18,926.46
02/27/2017	15254	LUCAS A MILLER	-split-		828.80		18,097.66
02/27/2017	15255	VALORIE P JOHNS	-split-		663.37		17,434.29
02/27/2017	15256	Credit Collections B	2100 · Fica Tax Payable	V Johnson; Ac	122.31		17,311.98
02/27/2017	15257	Wells Fargo Bank of	-split-	23-0014603	2,770.12		14,541.86
02/27/2017	15258	South Dakota State R	-split-		1,565.82		12,976.04
02/27/2017	15259	DAKOTACARE	2100 - Fica Tax Payable		300.00		12,676.04
02/27/2017	15260	DAKOTACARE	2000 · Accounts Payable		4,580.85		8,095.19
02/27/2017		Dakota Business Cen	2000 · Accounts Payable	con Inv. 31467	1,773.12		6,322.07

THE EVANS CASH FLOW REPORT FIRST INTERSTATE February 2017

Begin	nning Balance			\$1,836.61
Mont	hly Income			•
	Rent	23,085.00		
	Utilities	8:00		-
	Late Charges	35.00		
	Other Income	7.00		4
	Laundry	345.00		
	Security Deposit	473.00		
	Non-Tenant Rent	200.00		
	HAP Payment			
	Miscellaneous	0.00	-	
Total	Income			24,153.00
Total	l Cash on Hand			25,989.61
Minu	s Disbursements#3848-#3873			22,290.96
Cash	in Bank As Of February 28, 2017			3,698.65

The Evans 3/7/2017 3:07 PM

Register: First Interstate Bank

From 02/01/2017 through 02/28/2017

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
02/01/2017	3848	Lynda Sues Paint/Sn	2000 · Accounts Payable	1/24-1/25/17 s	229.50		1,607.11
02/06/2017			-split-	Deposit		20,863.00	22,470.11
02/08/2017	3849	Accouter Rental and	2000 · Accounts Payable	Inv. #16665	91.20		22,378.91
02/08/2017	3850	ACE HARDWARE	2000 · Accounts Payable		48.55		22;330.36
02/08/2017	3851	American Tenant Scr	2000 · Accounts Payable	inv. #N322580	32.85		22,297.51
02/08/2017	3852	Black Hills Energy	2000 · Accounts Payable	35,095 kwh	4,121.00		18,176.51
02/08/2017	3853	City of Hot Springs	2000 · Accounts Payable	usage: 1282	3,260.82	appears of the Phonesis State and the State Stat	14,915.69
02/08/2017	3854	En-Tech LLC	2000 · Accounts Payable	Inv. 11198	125.00		14,790.69
02/08/2017	3855	Golden West	2000 · Accounts Payable		264.37		14,526.32
02/08/2017	3856	HD Supply	2000 · Accounts Payable	Inv. #9151725	255.41		14,270.91
02/08/2017	3857	Lynda Sues Paint/Sn	2000 · Accounts Payable	#612340; 2/1	153.00		14,117.91
02/08/2017	3858	Mid-American Resea	2000 · Accounts Payable	Inv. #0599113	98.20		14,019.71
02/08/2017	3859	Nelson's Oil & Gas	2000 · Accounts Payable	#6471; 2000 ga	3,900.00		10,119.71
02/08/2017	3860	SDHDA	2000 · Accounts Payable		1,617.34		8,502.37
02/08/2017	3861	Servall Uniform & Li	2000 · Accounts Payable	for January	99.03		8,403.34
02/08/2017	3862	Valorie Johnson	2000 · Accounts Payable	to work at Evans	12.37	particular or to provide books and the	8,390.97
02/08/2017	3863	Verizons Wireless	2000 · Accounts Payable	Inv. #9779037	38.27		8,352.70
02/08/2017	3864	Culligan	2000 · Accounts Payable	for January	112.00		8,240.70
02/09/2017	3865	Alex Flyte	2000 · Accounts Payable	Inv. #1063; 4th	394.00		7,846.70
02/13/2017	3866	Lynda Sues Paint/Sn	2000 · Accounts Payable	2/8 & 2/9 snow	153.00	• •	7,693.70
02/13/2017	3867	Sander Sanitation Ser	2000 · Accounts Payable	for February	376.32		7,317.38
02/14/2017	3868	Alex Graham	2000 · Accounts Payable	SD Refund	358.00		6,959.38
02/14/2017	3869	Patrick Harter or Rox	2000 · Accounts Payable	SD Ref	245.00		6,714.38
02/14/2017	3870	Patrick Harter or Rox	2000 · Accounts Payable	pro-rated rent r	24.00		6,690.38
02/15/2017			-split-	Deposit		3,290.00	9,980.38
02/15/2017	3871	Hot Springs Housing	2000 · Accounts Payable		6,151.73		3,828.65
02/16/2017	3872	Hot Springs Chambe	2000 · Accounts Payable	2017-2018 dues	55.00		3,773.65
02/22/2017	3873	Alex Flyte	2000 · Accounts Payable	Inv. #1065; apt	75.00		3,698.65

Fall River Housing & Redevelopment Commission Phone: (605) 745-4067

Hot Springs, SD 57747

FAX: (605) 745-6706 TDD: (605) 745-4067

HILLCREST CASH FLOW REPORT

February 2017

ning Balance y Income		\$99,419.12	
Rent	\$2939.00		
Utilities	0.00		
Late Charges	0.00		
Other Charges	0.00		
Cable TV	210.00		
Laundry	74.75		
Security Deposit	0.00		
HAP	4482.00		
Miscellaneous	1519.28	Loan Payment	

Total Income	9,225.03
Cash on Hand	\$108,644.15
Minus Disbursements per Vouchers #5459-#5471	12,281.64
Cash in Bank as of February 28, 2017	\$96,362.51

Register: First Interstate Bank:36556- CHECKING

From 02/01/2017 through 02/28/2017 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
02/07/2017			-split-	Deposit		3,223.75	102,642.87
02/07/2017			HAP Payment	Deposit		4,482.00	107,124.87
02/07/2017	5459	ACE HARDWARE	2000 · Accounts Payable		11.86		107,113.01
02/07/2017	5460	Black Hills Energy	2000 · Accounts Payable	43,636 KWH	5,332.86		101,780.15
02/07/2017	5461	Caroline Standen	2000 · Accounts Payable	collect rent on	24.25		101,755.90
02/07/2017	5462	City of Edgemont	2000 · Accounts Payable	usage: 11000	219.32		101,536.58
02/07/2017	5463	Clayton Horst	2000 · Accounts Payable	for January	321.59	the commence of the commence o	101,214.99
02/07/2017	5464	Edgemont Herald Tri	2000 · Accounts Payable	for January	168.00		101,046.99
02/07/2017	5465	Golden West Compa	2000 · Accounts Payable	cable: \$585.57	632.88		100,414.11
02/07/2017	5466	Hot Springs Housing	2000 · Accounts Payable		1,951.33		98,462.78
02/07/2017	5467	Stevens Plumbing	2000 · Accounts Payable	Inv. #18137; #	2,664.27		95,798.51
02/07/2017	5468	Verizon Wireless	2000 · Accounts Payable	Inv. #9779037	38.28		95,760.23
02/15/2017			Loan Repayment	Deposit		1,519.28	97,279.51
02/22/2017	5469	Caroline Cofer	2000 · Accounts Payable	SD Ref: \$24	24.00		97,255.51
02/22/2017	5470	Edgemont Herald Tri	2000 · Accounts Payable	1 yr. subscription	40.00		97,215.51
02/22/2017	5471	Mammoth Handcraft	2000 · Accounts Payable	Inv. #86	853.00	* at 41	96,362.51

Loan Amortization Chart Fall River Housing & Redevelopment Commission

Principal Balance	Date of Transaction	Period Interest on Principal	Accrued Interest	Payment Amount	Principal Applied
\$220,000.00	08/11/14				
\$220,000.00	09/01/14	\$452.05	\$452.05		
\$220,000.00	10/01/14	\$551.13	\$1,003.18		
\$220,000.00	11/01/14	\$552.51	\$1,555.69		
\$220,000.00	12/01/14	\$553.89	\$2,109.58		
\$220,000.00	01/01/15	\$555.27	\$2,664.85		
\$220,000.00	02/01/15	\$556.66	\$3,221.51		
\$220,000.00	03/01/15	\$558.05	\$3,779.56		
\$220,000.00	04/01/15	\$559.45	\$4,339.01		
\$220,000.00	05/01/15	\$560.85	\$4,899.86		
\$220,000.00	06/01/15	\$562.25	\$5,462.11		
\$220,000.00	07/01/15	\$563.66	\$6,025.77	\$1,519.28	
\$220,000.00	08/01/15	\$561.27	\$6,587.04	\$1,519.28	
\$220,000.00	09/01/15	\$558.87	\$7,145.91	\$1,519.28	
\$220,000.00	10/01/15	\$556.47	\$7,702.38	\$1,519.28	
\$220,000.00	11/01/15	\$554.06	\$8,256.44	\$1,519.28	
\$219,142.17	12/01/15	\$551.65	\$8,808.09	\$1,519.28	\$857.83
\$218,172.12	01/01/16	\$549.23	\$9,357.32	\$1,519.28	\$970.05
\$217,199.65	02/01/16	\$546.81	\$9,904.13	\$1,519.28	\$972.47
\$216,224.74	03/01/16	\$544.37	\$10,448.50	\$1,519.28	\$974.91
\$215,247.40	04/01/16	\$541.94	\$10,990.44	\$1,519.28	\$977.34
\$214,267.61	05/01/16	\$539.49	\$11,529.93	\$1,519.28	\$979.79
\$213,285.37	06/01/16	\$537.04	\$12,066.97	\$1,519.28	\$982.24
\$212,300.68	07/01/16	\$534.59	\$12,601.56	\$1,519.28	\$984.69
\$211,313.53	08/01/16	\$532.13	\$13,133.69	\$1,519.28	\$987.15
\$210,323.91	09/01/16	\$529.66	\$13,663.35	\$1,519.28	\$989.62
\$209,331.82	10/01/16	\$527.19	\$14,190.54	\$1,519.28	\$992.09
\$208,337.25	11/01/16	\$524.71	\$14,715.25	\$1,519.28	\$994.57
\$207,340.19	12/01/16	\$522.22	\$15,237.47	\$1,519.28	\$997.06
\$206,340.64	01/01/17	\$519.73	\$15,757.20	\$1,519.28	\$999.55
\$205,338.59	02/01/17	\$517.23	\$16,274.43	\$1,519.28	\$1,002.05
\$204,334.03	03/01/17	\$514.72	\$16,789.15	\$1,519.28	\$1,004.56

Hot Springs Housing Occupancy Report

March 9, 2017

	Brookside Apartments	The Evans	Hillcrest Apartments	Totals
Total Units	100	85	24	209
Occupied last report	88	71	15	174 = 83.25%
Vacant last-report	12	14	9	35 = 16.75%
Move Outs	0	5	1	6
Move Ins	2	2	0	7 -
Occupied Current	90	68	14	172 = 82.30%
Vacant Current	10	17	10	37 = 17.70%
Notice to Vacate	3	0	0	3
Pending Applications	7	5	0	12
Reasons for		Other Housing – 3		
Move Out		No Pay Vacate - 2		