

**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

Canyon Cottage, State Veterans Home

THURSDAY, JUNE 9, 2016

8:30 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 5-17-2016

Auditor's account with the County Treasurer for April and March 2016 (March for publication purposes)

County assistance, death expense applications

Letter to Douglas Reed at Iowa Laborer's to insure non-bargained employees

Approve wage increases, as per Union Contract - Joyce Farrell, Treas Dept, \$11.83/hr, effective 6/15/16;

Justin Hayne, Deputy Sheriff, \$20.79/hr, effective 5/21/16; Mark Ormesher, \$15.63/hr, effective 6/15/16;

Julie Tomlinson, \$12.50/hour, effective 6/8/16

Rescind 3-15-16 motion for Kathy Timmins on wages at \$12.58 (incorrect) and approve correct amount of \$11.56

Hire of Mardoqueo Harrington, Administrative Assistant, \$10.00/hr as per Union Contract, effective 5-9-16

Rescind resolution 2016-11 and approve amended resolution 2016-11A reflecting \$25.00 fee rather than \$20.00

Falkenburg- Review letter of support to BNSF Union to support the continued use of the Edgemont Depot

2016-2017 WIC agreement

Travel to Sioux Falls for Fall Convention on September 12 & 13, 2016 for Commissioners, Officials and Welfare

Rescind 5/17/2016 motion and reapprove Allen Ranch Malt Beverage license

Set hearing for transfer of Malt Beverage & SD Farm Wine License for HS KOA (Tinisus Springs, LLC) to ZEST, LLC; and

Temporary Malt Beverage for Shaun Houthoofd, Hat Creek Grill, for the Redneck Rally, July 1 and 2, 2016, June 7, 2016 at 11:00 am

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

9:10 Keith Andersen, Andersen Engineering- Plats: Caroline Curl; Knudsen Brothers; Petition for vacation of streets and alleys in Dudley
9:15 Kelli Rhoe, Treas – Delinquent Tax Agreement for Vernon Evans
9:25 Frank Maynard, EM- Travel approval for IMAT training on July 19, 2016 in Pierre; Fire restrictions
9:35 Sue Ganje, Auditor- Follow up on SDACO Workshop; Notification of CLERP reimbursement for 2014 Tornquist Trial, \$19,303.00
9:45 Melody Engebretson, Register of Deeds- Follow up on SDACO Workshop
9:55 Hwy Business –Applications to occupy Right of Way for GoldenWest; Fuel transfers; Fuel quotes; Updates
10:05 Executive Session for Personnel as per SDCL 1-25-2(1)
10:10 Break
10:15 Public Comment
10:20 Jerry Brammer – Request for a procedure on Section Line Highway Improvements, Review Custer Co procedure
10:30 Bob Evans, Sheriff – Hire approval, Pauline Morrow, 24/7 program, \$13.00/hour, effective 6/4/16

2017 Budget Requests

- 10:40 BMS- Alan Solano
- 10:50 WEAVE- Donna Talley
- 11:00 Battle Mountain Humane Society- Tonia Wagoner or Michelle Brock
- 11:10 Alano-Patty Stanley
- 11:20 Hot Springs Public Library- Dawn Johnson
- 11:30 Hot Springs Elderly Meals- Greg Foust
- 11:40 Community Nurse- Jackie Waldner
- 11:50 Emergency Management- Frank Maynard
- 12:00 Fair/ 4H Achievement/Youth Advisor- Brad Keiser
- 12:10 Prairie Transit- Barb Cline
- 12:20 Unfinished Business

Executive Session as per SDCL 1-25-2 (1) and (3), legal and personnel matters

*Motion for possible action on changing classification from Jamie Padgett from PT to FT

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.

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.

FALL RIVER COUNTY MINUTES OF MAY 17, 2016

The Fall River Board of County Commissioners met in regular session on May 17, 2016. Present: Michael Ortner, Joe Allen, Joe Falkenburg, Deb Russell, Ann Abbott and Sue Ganje, County Auditor.

The Pledge of Allegiance was given and the meeting called to order at 9:00 AM.

The agenda was reviewed for conflicts; Allen noting a conflict for renewal of the malt beverage license for Allen Ranch. ALL MOTIONS RECORDED IN THESE MINUTES WERE BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED.

Motion by Falkenburg, seconded Abbott by to approve the agenda as written.

Motion by Russell, seconded by Falkenburg to approve the minutes for April 26 and May 3, 2016.

Motion by Falkenburg, seconded by Russell to approve CP2016-05 burial expense in the amount of \$1,750.00, and for all assets to be liquidated for reimbursement.

A request to the Board was made to set a date to meet with the Local 620 Union to begin contract negotiations. The Auditor will convey a list of upcoming Commission meeting dates to see if any of dates will work, or if a special meeting will need to be set.

Susie Simkins, Director of Equalization met with the Board to introduce Ted Goslinga of Vanguard Appraisals, Inc, Sr Appraiser II-CGA, ICA.

Simkins requested travel approval. Motion by Russell, seconded by Allen to approve travel for assessor's training June 8 and 9, 2016 in Chamberlain, SD.

Frank Maynard, Emergency Management met with the Board to inform them that the Oral drainage issue was resolved. Options to prevent future standing water issues were discussed. Maynard also updated the board on the Three County Emergency Exercise in Deadwood, South Dakota. Maynard spoke of other similar agreements and programs the state may institute regarding emergency management.

Maynard informed the Board that requested options were being completed for the UTV that is being purchased with the Homeland Security funds, and then the grant reimbursement will be started.

Lyle Jensen, Building Maintenance also attended the Three County Emergency Exercise in Deadwood, noting an excellent exercise. Jensen also spoke to the Board regarding payment of Homeland Security Grant locks. Motion by Falkenburg, seconded by Abbott to pay GoldenWest Telecommunications \$20,000.00 from Homeland Security grant, contingent on the successful repair of one of the keyless locks.

Jensen spoke to the Board of health insurance for Richard Kraima. Board will need to look into more information on costs before approving health insurance. Discussion will be continued at

the next meeting.

Motion by Russell, seconded by Abbott to approve Auditor, Register of Deeds and Treasurer Deputies to travel to Pierre for SDACO training on June 15, 2016.

Motion by Russell, seconded by Abbott to approve the following bills:

GENERAL FUND

ALANO SOCIETY	2016 BUDGETED ALLOTM	\$750.00
AT&T TELECONFERENCE	TELECONFERENCE SERVI	\$12.46
AUDRA MALCOMB CONSULTING	MI	\$575.85
A-Z SHREDDING INC	SHREDDING	\$82.05
BLACK HILLS CHEMICAL	SUPPLY	\$663.23
CARDMEMBER SERVICE	CARDMEMBER SERVICES	\$2,499.97
CHEYENNE SANITATION	SANITATION COLLECTIO	\$280.00
COLBATH, ANGELA M	CAAF/A&N	\$5,680.76
CULLIGAN SOFT WATER	RENTAL/SUPPLY	\$105.75
DALE'S REPAIR	CAR MAINTENANCE	\$59.50
DEMERSSEMAN JENSEN	CAAF/A&N	\$4,884.87
DEPARTMENT OF REVENUE	MALT BEVERAGE STATE	\$1,312.50
EN-TECH LLC	FUMIGATION	\$225.00
EXECUTIVE MGMT FINANCE	BIT NETWORK FEES	\$96.00
FACILITYDUDE.COM	GIS SUPPORT	\$216.00
FALKENBURG, JOE	MILEAGE	\$262.08
GOLDEN WEST TECHNOLOGIES	TECHNOLOGY/SERVER/MA	\$2,584.44
GOLDEN WEST	PHONE BILL/LONG DIST	\$1,239.96
GREAT WESTERN TIRE	TIRES SHERIFF OFFICE	\$571.72
HILLYARD FLOOR CARE SUPP	SUPPLIES	\$284.37
HOT SPRINGS ACE HARDWARE	ACE HARDWARE SUPPLY	\$383.84
HOT SPRINGS AUTOMOTIVE	AUTO SUPPLY PARTS	\$45.47
CITY OF HOT SPRINGS	CITY WATER BILL	\$246.91
CITY OF HOT SPRINGS	2016 LIBRARY ALLOTME	\$20,000.00
LYNNS DAKOTA MART	SUPPLIES	\$46.62
MASTEL, BRUCE	DATABASE SETUP & MON	\$35.00
MICROFILM IMAGING SYSTEMS	LEASE	\$185.00
NORTONS SINCLAIR	REPAIR	\$25.00
PENNINGTON COUNTY JAIL	INMATE HOUSING PENNI	\$7,884.00
PURCHASE POWER	POSTAGE	\$48.62
RESERVE ACCOUNT	POSTAGE PITNEY BOWES	\$480.00
PUDWILL, NORMAN	LEPC/SEARCH AND RESC	\$75.00
RAPID CITY JOURNAL (THE)	PUBLISHING	\$293.07
REGIONAL HEALTH	REFERENCE LABORATORY	\$106.90
REGIONAL PHARMACY	PRISONER MEDICATION	\$52.92
ADDICTION RECOVERY CENTER	2016 ALLOTTED BUDGET	\$12,000.00

SDACO	2016 DEPUTY WORKSHOP	\$300.00	
SD DEPARTMENT OF REVENUE	PRISONER MEDICAL	\$140.00	
SERVALL	SUPPLY/MATS/RUGS/UNI	\$162.56	
SHOPKO STORES OPERATING	INMATE PHARMACY/SUPP	\$67.77	
SKINNER, MATTHEW L. PC	CAAF/A&N	\$6,113.40	
SOFTWARE SERVICES INC	DATA PROCESSING BOSA	\$1,920.00	
STATE REMITTANCE CENTER	AUTO/MI STATE REMITT	\$2,756.59	
THOMSON REUTERS	ANNUAL SUBSCRIPTION	\$152.00	
TRUGREEN COMMERCIAL	LAWN CONTRACT SERVIC	\$37.00	
VERIZON WIRELESS	VERIZON WIRELESS	\$635.05	
YANKTON CO. SHERIFF	CIVIL PAPERS	\$25.00	
BASTIAN, TRACY	LEPC/SEARCH AND RESC	\$125.00	
	GENERAL FUND		\$76,729.23
COUNTY ROAD & BRIDGE			
B H ELECTRIC COOP INC.	UTILITIES ELECTRIC	\$32.53	
CARDMEMBER SERVICE	CARDMEMBER SERVICES	\$98.99	
CEDAR SHORE RESORT	TRAVEL	\$175.90	
CHEYENNE SANITATION	SANITATION COLLECTIO	\$74.00	
CITY OF EDGEMONT	CITY OF EDGEMONT WAT	\$80.60	
GOLDEN WEST	PHONE BILL/LONG DIST	\$263.87	
CITY OF HOT SPRINGS	CITY WATER BILL	\$19.58	
	COUNTY ROAD & BRIDGE		\$745.47
911 SURCHARGE REIMB			
GOLDEN WEST TECHNOLOGIES	TECHNOLOGY/SERVER/MA	\$397.60	
GOLDEN WEST	PHONE BILL/LONG DIST	\$540.09	
CENTURY LINK	911 DISPATCH LINE TR	\$5.99	
CENTURY LINK	911 DISPATCH INCOMIN	\$630.43	
RUSHMORE COMMUNICATIONS	REPAIR EMERGENCY RAD	\$918.00	
	911 SURCHARGE REIMB		\$2,492.11
EMERGENCY MGT			
BAUERKEMPERS INC	ATV	\$17,600.00	
CARDMEMBER SERVICE	CARDMEMBER SERVICES	\$65.37	
GOLDEN WEST TECHNOLOGIES	TECHNOLOGY/SERVER/MA	\$198.80	
GOLDEN WEST	PHONE BILL/LONG DIST	\$130.74	
RESERVE ACCOUNT	POSTAGE PITNEY BOWES	\$6.00	
RUSHMORE COMMUNICATIONS	REPAIR EMERGENCY RAD	\$110.00	
VERIZON WIRELESS	VERIZON WIRELESS	\$246.34	
WESTERN COMMUNICATION	RADIO REPAIR	\$375.00	
	EMERGENCY MGT		\$18,732.25
	TOTAL FOR BILLS	\$98,699.06	\$98,699.06

Break at 9:30 am, Meeting resumed at 9:40 am.

Randy Seiler, Highway Superintendant met with the Board to discuss equipment needs. Seiler would like to request a pick up and two gravel trailers. The County has five gravel trailers at this point though two are over twenty years old. Board requested quotes at next meeting.

The Chilson bridge discussion continued on a proposal by Bruce Murdock. The Board will request the State's Attorney to review this and prepare a response. The SDDOT would like to know the County's intent for the bridge before the end of June 2016. Discussion was held on the cost of two bridges on one road. Emergency personnel will be notified by dispatch if they are called and there is bridge closure.

Allen spoke on the Buffalo Gap and Oral Roads. Discussion on lowering the speed limit was held and a speed limit of 35 miles per hour for cars and 25 miles per hour for semi trucks was discussed. Seiler will investigate making the whole road 35 miles per hour, to be discussed at the June 9, 2016 meeting. Falkenburg advised Seiler that there was a request for chip sealing the bridge on Scenic Road.

Public Comment was held at 10:20 am. Casey Neugebauer questioned the board on the red flags on the Buffalo Gap road, Seiler informed him it was where gravel is to be used.

More information was presented by Lyle Jenson on insurance for Richard Kraima. Ortnor brought up the consideration of paying up to half of Kraima's insurance for a supplement as he has Medicare.

Motion by Russell, seconded by Abbott to move to executive session for personnel at 10:30 am as per SDCL 1-25-2(1). Exited executive session at 10:52 am.

Motion by Falkenburg, seconded by Allen to approve a wage increase for Edith Jenniges to \$13.00 per hour effective immediately.

The hearing for transfers and renewals of malt beverage permits was held as advertised.

Motion by Russell, seconded by Falkenburg to approve the transfer of the Restaurant Liquor license from Breakers Beach Club to Inferno on the Beach for license # RR-21197.

Motion by Abbott, seconded by Falkenburg to approve transfer of the Wine license from Breakers Beach Club to Inferno on the Beach for license # RW-6483.

Motion by Falkenburg, seconded by Abbott to approve malt beverage license for Allen Ranch for the 2016/2017 year. All voting yes and Allen abstaining due to conflict of interest. Motion carried.

Motion by Russell, seconded by Falkenburg to approve renewals of malt beverage permits for Inferno on the Beach (previously Breakers Beach Club, Angostura Resort Management); Angostura Den Inc; Chops and Hops; Coffee Cup Fuel Stop Inc; Larry N Forney; Pirates Inc;

Stateline Casino and Tinisu Springs.

Motion by Falkenburg, seconded by Russell to move to executive session for legal matters, as per SDCL 1-25-2 (3) at 11:10 am. Board came out of executive session at 11:32 am.

Commissioners on the Policy committee questioned other Commission Board members to see if they had suggested revisions on the proposed employee policy handbook, which none were noted.

Motion by Falkenburg, seconded by Russell to adjourn as Board of Commissioners at 11:35 am.

/s/ Michael P Ortner

Michael P Ortner, Chairman

Board of Fall River County Commissioners

ATTEST:

/s/ Sue Ganje

Sue Ganje, Fall River County Auditor

AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

TO THE HONORABLE BOARD OF OGLALA LAKOTA COUNTY COMMISSIONERS:

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 30th day of April, 2016.

Total Amt of Deposit in First Interstate Bank, HS: \$ (166,801.29)

Total Amount of Cash: \$ 18,050.73

Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days: \$ 185,000.84

MONEY MARKET SAVINGS:

 First Interstate-Hot Springs: \$ 1,607,654.22

CERTIFICATES OF DEPOSIT:

 First Interstate-Hot Springs: \$ 250,000.00

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

 Sheriff Change Fund: \$200.00

 Election Petty Cash: \$15.00

 Treasurer Shortage:

RETURNED CHECKS:

 Black Feather, David: \$75.00, Lic

 Blethen, Rene: \$48.25, Lic (2006)

 Burgess, Jeanne: \$45.00, Lic

 Cedarface, Gail: \$32.38, Lic (2012)

 Garnett, Aqualyne: \$64.00, Lic

 Goings, Tanya L: \$71.00, Lic

 Janis, Jennifer: \$90.50, Lic

 Little Hawk, Jolene: \$32.40, Lic (2009)

 Lessert, Timothy: \$167.61, Lic (2016)

 Mesteth, Perry: \$63.00, Lic (2003)

 Morrison, Nadine: \$15.00, Lic

 Old Horse, John: \$15.00, Lic

 Parton, Joy: \$32.00, Lic (2006)

 Pourier, Joel: \$349.00, Lic

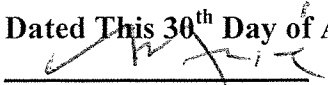
 Red Cloud, John: \$45.90, Lic

 Ross, William: \$53.00, Lic

 McDonald, John: \$983.97, Lic (2013)

TOTAL \$1,896,302.51

Dated This 30th Day of April, 2016.


Sue Ganje, County Auditor of Oglala Lakota County

County Monies: \$1,767,254.21

Held for other Entities: \$81,394.36

Held in Trust: \$47,653.94

TOTAL: \$1,896,302.51

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

DOUGLAS J. REED
ATTORNEY AT LAW

2600 GRAND AVENUE, SUITE 230
DES MOINES, IA 50312

PHONE (515) 288-1357
FACSIMILE (515) 288-9477

May 13, 2016

Julie Tomlinson
Auditor's Office
Fall River County
Via E-Mail: frcaud@gwtc.net (not mailed)

Re: Monthly Enrollment / County Commissioner Enrollment

Dear Ms. Tomlinson,

This letter is written in response to your inquiry this week involving questions about appropriate enrolment of your collectively bargaining employees and enrollment of your non-bargaining unit employees (County Commissioner and county supervisory administrative staff).

I am in possession of your collective bargaining agreement and from it's terms all of the full time (40 hour per week) employees are required to be provided single coverage for health care (with the ability to self cover spouses and dependents) and certain long term permanent part time employees working under the terms of the agreement are optionally to be provided single coverage for health care (with the ability to self cover spouses and dependents). Commencing with October 1, 2014 this coverage began being provided under the HHCA Health and Welfare Fund Tier Plan program associated with the Iowa Laborers District Council Health and Welfare Trust.

In addition to that your inquiry this week indicated that your county commissioners were to be allowed to participate in the plan. When we spoke by phone I indicated that I would inquire into the understanding with regard to the county commissioners' participation and would get back to you. I was able to speak with Bill Gerhard the chairman of the Trust and Pete Bardeson the Local 620 Business Manager who would have been the parties involved in the negotiation of the change from the prior insured product you had for coverage and the entry into the HHCA Health and Welfare Fund Tier Plan (Iowa Laborers District Council Health and Welfare Trust). It was confirmed that in addition to the County Commissioners that county supervisory administrative staff and commissioners were also includable in the non-bargaining group allowed to participate in the Plan.

As a housekeeping matter I am attaching to this letter a single page form entitled Participation Agreement which needs to be executed by an authorized county official(s) to provide for the existing participation of non-bargaining unit participants in the Plan. I

Fall River County
Participation Clarification
May 13, 2016
Page - 2

would ask that you please secure the execution of this Participation Agreement and return it to my office. This is required for non-bargaining unit participation in the Plan.

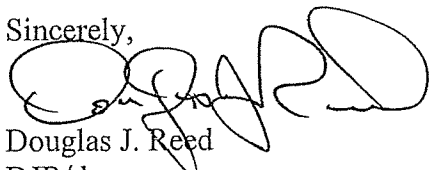
The next items to be addressed in response to your inquiry involve the enrollment of aged 65 and older individuals. This needs to be addressed for two circumstances:

1. With regard to any current "employee" (includes any person working under the terms of the collective bargaining agreement meeting the "full time and/or "long time permanent part time" qualifications and includes any non-bargaining unit employee (County Commissioner and county supervisory administrative staff) the rule is that the employee's employment and permitted enrollment in the HHCA Health and Welfare Fund Tier Plan (a Group Health Plan) extends to the employee and spouse without regard to age or status with Medicare for either. The HHCA Health and Welfare Fund Tier Plan (the Group Health Plan) is primary for all "employees" and Medicare becomes secondary.

2. With regard to retiree status the Iowa Laborers District Council Health and Welfare Trust has a Retiree Plan. This Retiree Plan becomes available to any participant in the HHCA Health and Welfare Fund Tier Plan so long as that participant meets the qualifications of the Retiree Plan. The Retiree Plan is a supplemental plan which is secondary to Medicare. Availability of the Retiree Plan is conditioned and is available to those participants in the Plan who can show that (1) the participant is retired from employment with a participating employer or employers, (2) their employer(s) have been participating employers for at least 5 years, (3) that the participant has 36 of the preceding 60 months as an eligible participant in the Plan, and (4) that the participant was eligible immediately preceding the request for enrollment in the Retiree Plan (enrollment in Medicare part A and B required under Retiree Plan). As the Fall River County group has only been a participating employer since October, 2014 none of the past or current employees in the Fall River County group would qualify for eligibility in the Retiree Plan at this time.

It is my hope that this provides sufficient explanation to resolve your inquiry. If you have any additional questions please feel free to contact me.

Sincerely,



Douglas J. Reed
DJR/dr

Attachment (Participation Agreement)

cc: Pete Bardeson (local620@msn.com) Bill Gerhard (ialecet@hotmail.com)

IOWA LABORERS DISTRICT COUNCIL
HEALTH AND WELFARE TRUST
HHCA PLAN
PARTICIPATION AGREEMENT

The undersigned employer hereby enters into this participation agreement with the Heavy Highway Contractors Association Health and Welfare Plan, affiliated with the Iowa Laborers District Council Health and Welfare Fund.

The undersigned hereby agrees for these purposes as follows:

1. That the undersigned employer is signatory to the Iowa Laborers District Council, one of its affiliated local unions, or another union agreement calling for contributions to the Iowa Laborers District Council Health and Welfare Fund.
2. That the undersigned employer desires to participate in said Fund and Plan upon behalf of its non-bargaining unit employees.
3. That the undersigned employer accepts as its trustee representatives on said Plan and Fund, those trustees designated and appointed through the appropriate trust documents establishing said Fund.
4. That the undersigned employer will comply with all decisions of said Trust Fund and Plan and agrees to be bound to the terms and conditions of the Trust Fund and Plan as established and maintained in all regards.

THEREFORE, for such purposes, the undersigned accepts such terms and agrees to participate in said Plan and Fund.

COMPANY: _____

Phone: _____

Fax: _____

e-mail: _____

By: Michael S. Oltus Title: Chairman of the Commission

Date: _____

RESOLUTION 2016-11A

FOR THE ESTABLISHMENT OF AN ADMINISTRATIVE FEE FOR CERTAIN
TITLE SERVICES

WHEREAS, by motion of the Fall River County Commission, effective June 1, 2016, the Fall River County Commissioners establish an administrative fee of \$25.00 for certain title transfers that are processed in the Fall River County Treasurer's Office; and

WHEREAS, the fee was set for individuals or businesses permanently or temporarily residing outside the State of South Dakota or who only have a personal mailbox address in South Dakota and who have decided to utilize South Dakota as their state of choice for vehicle titling and registration; and

WHEREAS, the Fall River County Treasurer does not charge the fee to active military providing military ID's or to residents of Fall River County.

NOW THEREFORE BE IT RESOLVED, that the Fall River County Treasurer's Office charge the \$25.00 administration fee effective June 1, 2016.

Dated this 9th day of June, 2016.

Michael P Ortner, Chairman
Fall River County Commissioners

ATTEST

Sue Ganje, Fall River County Auditor

**NOTICE OF HEARING UPON APPLICATION FOR A TEMPORARY MALT BEVERAGE
LICENSE & A LICENSE TRANSFER 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 21st day of June, 2016; at the hour of 11:00 A.M. will meet in regular session to consider the following applications: SD Farm Wine License Transfer for 2016/2017 licensing period; and a temporary malt beverage license located outside of municipalities, to operate within the County of Fall River, South Dakota, which have been presented to the governing body and filed with the County Auditor's Office.

TRANSFERS:

Tinisus Springs, LLC	TO	ZEST, LLC
Hot Springs KOA		Hot Springs KOA
27585 SD Highway 79		27585 SD Highway 79
Hot Springs, SD 57747		Hot Springs, SD 57747
		Lic #PF-20158
		(Off Sale/Malt Beverage & SD Farm Wine)

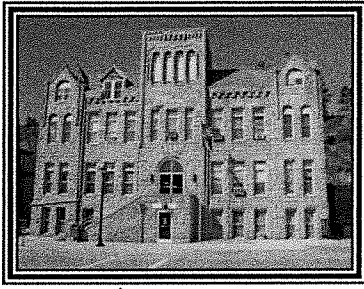
TEMPORARY MALT BEVERAGE PERMIT

Shaun Houthoofd
Hat Creek Grill
Redneck Rally, Edgemont
July 1 & 2, 2016

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 9th day of June 2016, at Hot Springs, South Dakota.

Sue Ganje
County Auditor
Fall River County



FALL RIVER & OGLALA LAKOTA COUNTY AUDITOR
County Courthouse
906 North River Street
Hot Springs, South Dakota 57747
Ph (605) 745-5130 Fax (605) 745-6835
E-mail: frcaud@gwtc.net

BNSF Railway
301 1st Ave
Edgemont, SD 57735
&
BNSF Railway Corporate Headquarters
2650 Lou Mank Drive
Fort Worth, TX 76131-2830

June 9th, 2016

To Whom It May Concern,

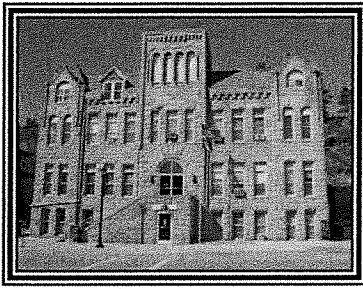
Edgemont, South Dakota has been part of the Burlington Northern system since 1890 as a crew change point and has been an important building block of the town of Edgemont ever since. Over two hundred families in the Edgemont community, Hot Springs area and even families in Custer rely on the jobs provided by the Burlington Northern Santa Fe lines.

The support of the Union for keeping the Edgemont station open will allow the economy of the area to remain strong for the future generations of Edgemont families. As a supporter of our communities, we sincerely hope the words from Amy McBeth are true, in that BNSF; “expects to continue to be a prominent economic presence in Edgemont and will continue to work with existing and new customers to develop business opportunities in the area.”

The loss of the Railroad in Edgemont would be the death of a town. The Commissioners of Fall River County would like to encourage the BNSF Union to keep the jobs and families in Edgemont. The County Commissioners would like to add their voice and suggest that the BNSF trains continue to stop in Edgemont.

Sincerely,

Joe Falkenburg
Vice Chairman, Fall River County Commissioners



FALL RIVER & OGLALA LAKOTA COUNTY AUDITOR
County Courthouse
906 North River Street
Hot Springs, South Dakota 57747
Ph (605) 745-5130 Fax (605) 745-6835
E-mail: frcaud@gwtc.net

BNSF Railway
301 1st Ave
Edgemont, SD 57735
&
BNSF Railway Corporate Headquarters
2650 Lou Mank Drive
Fort Worth, TX 76131-2830

June 9th, 2016

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Sincerely,

Joe Falkenburg
Vice Chairman, Fall River County Commissioners

Division of Family and Community Health
Child and Family Services
Chronic Disease Prevention and Health Promotion
Disease Prevention Services
State Epidemiologist

May 12, 2016

To: County Auditor

From: Emily Paulsen
WIC Program

Re: Fiscal Year 2017 WIC County Contract

Please find enclosed two (2) copies of the FY2017 contract for your review and approval. The contract period is June 1, 2016 through May 31, 2017.

Listed below are important instructions to follow:

- Review all provisions of the contract. Please note section *II. SUBRECIPIENT ATTESTATION*, is new to the contracts this fiscal year.
- Sign and date both copies of the contract where it states "Provider Signature and Date"
- Complete the Provider Contact Person and Phone number for both copies
- Complete the section of both copies entitled "The following shall be completed by the Provider"
- Complete the enclosed W-9 form.
- Submit proof of insurance (a copy/certificate) of what is specified in the contract – Commercial General Liability, Worker's Compensation or Business Automobile Liability Insurance
- Please return in the enclosed envelope both copies of the contract, the enclosed W-9 form and insurance certificates to the following address **as soon as possible**:

Emily Paulsen
South Dakota Department of Health, WIC Program
600 East Capitol Ave.
Pierre SD 57501

Upon receipt of the contract and once required Department of Health signatures are obtained, a signed copy will be returned to you for your file. **Payment for contract services cannot begin until the department has received the signed contract, W-9 form and required certificates of insurance forms.**

The monthly Expenditure Report, Attachment B, will be emailed to the County Auditor upon receipt of the signed contracts.

During the contract year, should you have questions regarding the contract, please contact me at (605) 773-4988 or by email at emily.paulsen@state.sd.us.

Thank you for your continued support in providing WIC services to South Dakota residents.

STATE OF SOUTH DAKOTA
SUBRECIPIENT CONTRACT
FOR SUBRECIPIENT SERVICES
BETWEEN

Fall River County
C/O County Auditor
906 North River St.
Hot Springs SD 57747-1398

South Dakota Department of Health
Division of Family & Community Health
600 East Capitol Avenue
Pierre, SD 57501
(605) 773-3361

Referred to as "Provider"

Referred to as "State"

State and Subrecipient hereby enter into a contract for Provider Services. This is an agreement for an award of Federal financial assistance to a subrecipient.

I. SUBRECIPIENT INFORMATION:

- A. The Provider's City, State and Zip + 4 for primary place of performance is Hot Springs SD 57747-1390.
The Provider's DUNS/unique entity identifier number is 627758915.
The Provider's Fiscal year begins January 1 and ends December 31.
- B. This agreement is made for the purpose of providing clerical services for the Woman, Infants and Children (WIC) Program in Fall River County. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through local agencies at no cost to eligible persons. This award is not for research and development.

Amount provided by State is	\$8,456.00
Amount matched by Provider is	\$0.00
Total Contract Amount	\$8,456.00

Dollars provided by State consist of the following:

Non-Federal State dollars	\$0.00
Federal dollars	\$8,456.00

Identification of Federal dollars awarded

CFDA Title: Special Supplemental Nutrition Program for Women, Infants and Children

CFDA Number: 10.557

Award Name: Women Infants and Children

Award Number (FAIN): 16163SD708W1003

Award Date: 10/01/2015

Federal Agency Name: USDA Food and Nutrition Services

supplies. No State facilities will be used by the Provider in fulfillment of this contract.

D. Provider will not purchase capital assets or equipment using State funds.

E. Provider agrees to:

1. Assist and support State in complying with Federal Funding Accountability and Transparency Act (FFATA) requirements by providing any and all information the State must report to be compliant with FFATA. More information about FFATA reporting requirements can be found at www.fsrs.gov.
2. Indemnify and hold harmless State for any amount of costs for non-compliance with FFATA requirements due to Provider non-compliance or failure to comply with provision IV. (E)(1) above. Provider understands and agrees that it is liable to State for any costs determined to be not allowed by the United States government for non-compliance with FFATA requirements due to Provider's failure to supply State with any requested information necessary to comply with FFATA.
3. Provide clerical services for the Women, Infants, and Children (WIC) Program in compliance with federal regulations and State's WIC Policy and Procedure Manual, including ongoing WIC Program memo and policy revisions.
4. Hire and manage employees to complete the job roles and responsibilities outlined in this contract.
5. Allow all new WIC clerical employees to attend and participate in new employee training, as stipulated by the WIC Program. This will include overnight travel for the SDWIC-IT Training.
6. Allow WIC clerical employees to attend and participate in required annual training to remain effective/efficient in their current roles.
7. Use State funds exclusively for:
 - a. WIC Clerical Services
 - Funding is based on number of WIC participants receiving WIC checks each month. Budget in Attachment A is based on the participation rates from January 2015 to December 2015.
 - Per participant rate is set by the State WIC Office (FY2017 rate - \$4.42. A 2.7% inflationary increase.) This rate is reviewed annually with yearly budget determination.

- The State Office will generate payment and send to the Provider based on WIC issued checks per month.

b. WIC Clerical Training

- Funding for training time and travel time to training is based on State average clerical rate, including benefits (FY2017- \$15.73. A 2.7% inflationary increase.) This rate is reviewed annually with yearly budget determination.
- Per diem, mileage and lodging for clerical staff attending WIC training, according to county policy, but not exceeding State rates.
- The State Office will generate payment based on completed Monthly Expenditure Reports submitted by the Provider.

8. Make appropriate facilities available for WIC services to participants within the county.
9. Refer potential applicants to the WIC Program and inform applicants of health services available.
10. Safeguard and maintain the confidentiality of applicants and participants and protect records from loss or use by unauthorized persons.

Provider further agrees that the contents of WIC records shall not be disclosed to anyone other than person directly connected with the administration or enforcement of the program. Person's directly connected with the administration or enforcement of the program whom the state agency determines has a need to know the information for program purposes is outlined in the SD WIC Policy and Procedure Manual 1.09. The manual is located at <http://apps.sd.gov/ph01lcds/ph01lcdsnet/index.aspx>.

11. Maintain complete, accurate, documented and current accounting of all program funds received and expended as specified in Attachment A.
12. Provide by the 7th of month the Monthly Expenditure Report for expenses incurred (when applicable). (See attachment B)
13. Maintain and have available for the State's review and audit, all documentation associated with administering this contract. All WIC participants files are property of the State.
14. In the absence of clerical staff, workout scheduling and reimbursement with another county.

15. Agree and adhere to the USDA FNS required provisions listed in Attachment C.
 16. Per executive Order 2014-11, all employees providing WIC services must have a flu vaccination by December 1st of each year.
- F. **INSURANCE:** Provider agrees, at its sole cost and expense, to maintain the following insurance:
1. Commercial General Liability Insurance:
Provider shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this contract or be no less than two times the occurrence limit.
 2. Worker's Compensation Insurance:
Provider shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.
 3. Certificates of Insurance:
Before beginning work under this Contract, Provider shall furnish State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Provider agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Provider shall furnish copies of insurance policies if requested by State.
- G. Provider agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as a result of performing services hereunder. This section does not require Provider to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers, agents or employees.
- H. Provider is a Business Associate of the Department of Health pursuant to requirements of the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act §§ 13400-13424, 42 U.S.C. §§ 17921-17954 (2009). State's Administrative Policies and Procedures Statement No. 24, as modified from time to time during the term of this agreement, is incorporated by reference and made a part of this agreement as if fully set forth herein.

Privacy and Security Requirements

1. As a Business Associate, Provider agrees:
 - a. to be subject to and follow all HIPAA provisions found in 45 CFR 160 and 45 CFR 164, including any potential penalties and/or other consequences relating to a failure to comply with such requirements.
 - b. to use or disclose any Protected Health Information (PHI) solely:
 - i. to meet its obligations in this and any other agreements with State;
 - ii. as required by applicable law, rule or regulation; and
 - iii. as permitted by HIPAA, and any amendments to HIPAA, and subject in particular to limits set forth in 45 CFR § 164.514 (e) (2) (limited data sets) and 45 CFR § 164.502(b) (minimum necessary disclosure requirements);
 - c. to return or destroy all PHI received from, created, or received on behalf of State, at termination of this agreement, or upon request of the DOH, whichever occurs first, or, if such return or destruction is not feasible, to extend the protections of this agreement to the information and limit further uses and disclosures of such PHI;
 - d. to ensure that its agents, including a subcontractor for which Provider has received prior written consent from State pursuant to “Other Provisions” section H to whom it provides PHI received from or created by Provider on behalf of State, agrees to the same restrictions and conditions applicable to Provider, and agrees to implement reasonable and appropriate safeguards to protect all Electronic Protected Health Information (EPHI). Provider also agrees to create and enforce business associate agreements (BAAs) with any and all subcontractors and to monitor such subcontractors for compliance with HIPAA provisions and to take reasonable steps to ensure that its employees’ actions or omissions do not cause a breach of the terms of this agreement;
 - e. to notify State of any discovery or a breach of unsecured PHI as defined in the HITECH Act or accompanying regulations pursuant to the terms of 45 CFR § 164.410 and cooperate in State’s breach analysis procedures, if requested. A breach shall be treated as discovered by Provider as of the first day on which such breach is known, or, by exercising reasonable diligence, would have been known, and requires notification to State without unreasonable delay and in no event later than thirty (30) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and

- f. to comply with all requirements pursuant to the HITECH Act and its implementing regulations, and all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii). Provider will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act and without a valid authorization from the applicable individual. Provider will not engage in any communication which might be deemed to be “marketing” under the HITECH Act, and will comply with all applicable security requirements in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.
- 2. Notwithstanding the prohibitions set forth in this agreement, Provider may use and disclose PHI if necessary for its proper management and administration or to carry out its legal responsibilities, provided the following requirements are met:
 - a. the disclosure is required by law; or
 - b. reasonable assurances are obtained from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed. Such person shall notify Provider of any instances of which it is aware in which the confidentiality of the information has been breached.
- 3. Availability of PHI
Provider further agrees:
 - a. to comply with any request for restrictions on certain disclosures of PHI pursuant to 45 CFR § 164.522, as agreed by State and with notice to Provider;
 - b. to make PHI available for purposes of accounting of disclosures, as required by 45 CFR § 164.528 and Section 13405(c)(3) of the HITECH Act; and
 - c. to cooperate in providing any accounting required on a timely basis.

V. STATE

- A. State will pay, upon State's satisfaction that services have been completed, up to \$8,456.00.

- B. State will not pay Provider expenses as a separate item.
- C. TOTAL CONTRACT AMOUNT (Not to Exceed) \$8,456.00. Payment will be made consistent with SDCL Ch. 5-26.
- D. State will not be held liable for reimbursement of amounts shown on an itemized billing if not received within 30 calendar days from the close of the month being reported. However, the final invoice of the State of South Dakota fiscal year, ending every year on June 30th, shall be submitted no later than June 9th so payment may be made in the same Fiscal Year as the services are provided.
- E. State agrees to:
1. Administer the WIC Program in accordance with federal regulations and United States Department of Agriculture (USDA), Food and Nutrition Services and the policies and procedures established by the State governing the WIC Program.
 2. Provide adequate training to staff and capabilities to operate the WIC Program at the local level including:
 - providing the Provider's clerical personnel with access to WIC Policy and Procedure Manual, on-going WIC Program memos/policy revisions and scheduled Program Trainings.
 - answering Provider clerical personnel's questions regarding the above described Manual and reviewing Provider clerical personnel's work for the purpose of ensuring compliance with federal WIC guidelines.
 3. Establish a food delivery system so qualified local retailers may be authorized to provide foods locally to participants.
 4. Develop the annual State Plan as required by Federal WIC regulation for WIC program operation and administration.
 5. Establish a financial management system and comply with fiscal requirements prescribed by Food and Nutrition Services guidelines and instructions.
 6. Provide monthly payment to the Provider based on the number of participants receiving printed WIC checks each month.
 7. Provide monthly payment for contract period for expenses incurred and reported on the Monthly Expenditure Report (see Attachment B). This includes payment for training of new clerical staff.

VI. OTHER PROVISIONS

- A. CHOICE OF LAW AND FORUM. The terms and conditions of this contract are subject to and will be construed under the laws of the State of South Dakota. The parties further agree that any dispute arising from the terms and conditions of this contract, which cannot be resolved by mutual agreement, will be tried in the Sixth Judicial Circuit Court, Hughes County, South Dakota.
- B. INTEGRATION. This contract is a complete version of the entire agreement between the parties with respect to the subject matter within this contract and supersedes all prior or contemporaneous written or oral understandings, agreements and communications between them with respect to such subject matter. This contract may be modified or amended only by a writing signed by both parties.
- C. TERMINATION: This contract may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by State for cause at any time, with or without notice.
- D. NOTICE: Any notice or other communication required under this contract shall be in writing and sent to the address set forth above. Notices shall be given by and to the State Contact Person on behalf of State, and by and to the Provider Contact Person on behalf of Provider, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- E. ASSURANCES: The Consultant agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Byrd Anti Lobbying Amendment (31 USC 1352), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013, American Recovery and Reinvestment Act of 2009, and Section 106 (g) of the Trafficking Victims Protection Act of 2002, as amended (22 U.S.C. 7104) as applicable.
- F. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: Provider agrees that neither Provider, nor any of Provider's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency. Provider will provide immediate written notice to the Department of Health, Division of Administration (600 East Capitol Avenue, Pierre, SD 57501 (605) 773-3361), if Provider, or any of Provider's principals, becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions involving Federal funding. Provider further agrees that if this contract involves federal funds or federally mandated compliance, then Provider is in compliance with all applicable regulations pursuant to Executive Order 12549, including Debarment and Suspension and Participants' Responsibilities, 29 C.F.R. § 98.510 (1990).
- G. FUNDING TERMINATION: This contract depends upon the continued availability of appropriated funds and expenditure authority from Congress, the Legislature or the Executive Branch for this purpose. This contract will be terminated for cause by State if Congress, the Legislature or Executive Branch fails to appropriate funds, terminates funding or does not grant expenditure authority. Funding termination is not a default by State nor does it give rise to a claim against State.
- H. NONASSIGNMENT/SUBCONTRACTING: Provider shall not assign this contract, or any portion thereof, without the prior written consent of State. Provider's assignment or attempted assignment of this contract, or any portion thereof, without State's prior written consent constitutes a material breach of contract. The Provider may not use subcontractors to perform the services described herein without the express prior written consent of State. Provider will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. Provider will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- I. FEDERAL AND STATE LAWS: Provider agrees that it will comply with all federal and state laws, rules and regulations as they may apply to the provision of services pursuant to this contract, including the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendment thereto, Section 306 of the Clean Air Act, and Section 508 of the Clean Water Act. Both parties further agree to provide services covered by this contract without regard to race, color, national origin, sex, age or disability as prohibited by state or federal law.
- J. OWNERSHIP: All reports, recommendations, documents, drawings, plans, specifications, technical data and information, copyrights, patents, licenses, or other products produced as a result of the services rendered under this contract, excluding medical records kept in the normal course of Provider's business, will become the sole property of State. State hereby grants Provider the unrestricted right to retain copies of and use these materials and the information contained therein in the normal course of Provider's business for any lawful purpose. Either the originals, or reproducible copies satisfactory to

State, of all technical data, evaluations, reports and other work product of Provider shall be delivered to State upon completion or termination of services under this contract.

- K. **REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE:** Provider agrees to report promptly to State any event encountered in the course of performance of this contract which results in injury to the person or property of third parties, or which may otherwise subject Provider or State to liability. Reporting to State under this section does not satisfy Provider's obligation to report any event to law enforcement or other entities as required by law.

- L. **SEVERABILITY:** In the event that any term or provision of this contract shall violate any applicable law, such provision does not invalidate any other provision hereof.

- M. **AUDIT REQUIREMENTS:**
(EXPENDING \$750,000 OR MORE)
A nonprofit provider, (as well as profit hospitals) (Provider), expending \$750,000 or more in one year in Federal awards, must have an annual audit made in accordance with 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

All audits must be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, SD 57501-5070. On continuing engagements, the Auditor General's approval should be obtained annually. The auditor must follow the Auditor General's guidelines when conducting the audit. The draft audit report must be submitted to the Auditor General for approval prior to issuing the final report. The auditor must file the requested copies of the final audit report with the Auditor General. Audits shall be completed and filed with granting agencies by the end of the ninth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. If it appears that a required audit cannot be completed by the end of the ninth month following your fiscal year, you must request an extension from the federal agency for which the majority of federal expenditures relates.

Failure to complete audit(s) as required will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completed satisfactorily.

- N. **FORCE MAJEURE:** Neither Provider nor State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract, "force majeure" means acts of God, acts of the public enemy, acts of the State and any governmental entity in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather.
- O. **CONTRACT ORIGINAL AND COPIES:** An original of this contract will be retained by the State Auditor's Office. A photocopy will be on file with the South Dakota Department of Health and a second original will be sent to Provider.
- P. **RECORD RETENTION/EXAMINATION:** Provider agrees to maintain all records that are pertinent to this contract and retain them for a period of three years following final payment against the contract. State agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection, review or audit by State, other personnel duly authorized by State, and federal officials so authorized by law.
- Q. **LICENSING AND COMPLIANCE:** The Provider agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The Provider will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Provider's failure to ensure the safety of all individuals served is assumed entirely by the Provider.
- R. **CONFIDENTIALITY OF INFORMATION:** For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Provider by the State. Provider acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Provider shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or Providers except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Provider is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Provider shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Provider; (ii) was known to Provider without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Provider without the benefit or influence of the State's information; (v) becomes known to

Provider without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Provider understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the contract except as required by applicable law or as necessary to carry out the terms of the contract or to enforce that party's rights under this contract. Provider acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this contract for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Provider will be required to undergo investigation.

- S. CONFLICT OF INTEREST: Provider agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal organizational conflict of interest, or personal gain. Any potential conflict of interest must be disclosed in writing.
- T. RECYCLING. State strongly encourages Provider to establish a recycling program to help preserve our natural resources and reduce the need for additional landfill space.
- U. SMOKE FREE WORK PLACE: Provider agrees that no person may smoke tobacco or carry any lighted tobacco product in any public place or place of employment where any services pursuant to this contract are rendered. SDCL §§ 22-36-2 to 22-36-4.
- V. CIVIL RIGHTS POLICY PROVISION: Both parties agree to provide services covered by this contract without regard to race, color, national origin, sex, age or disability as prohibited by state or federal law.

All parties further agree for Supplemental Nutrition Program for Women, Infants and Children (WIC) purposes to comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000 d et. seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et. deq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. deq.), and all provisions on non-discrimination, by implementing regulations of the Department of Agriculture that ensure no person shall, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination under the WIC Program.

- W. AMERICANS WITH DISABILITIES ACT: Provider agrees to provide all services required in this contract in compliance with the Americans With Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendments thereto.

The parties signify their agreement by signing below.

Colleen Winter, Director
Family & Community Health
Department of Health

Date

Provider Signature

Date

Print or Type Provider Name

Kari J. Williams
Administrator, Financial Management
Department of Health

Date

State Contact Person: Emily Paulsen

Phone: 773-4988

Provider Contact Person: _____ Phone: _____

The following shall be completed by the Subrecipient:

Nonprofit __ Profit __
Subrecipient fiscal year beginning _____ and ending _____

The following shall be completed by the State:

MSA Account code 5 2 0 6 5 7 0 _____

Fund Source Name: WIC Federal	Fund Source Name:	Fund Source Name:
CFDA No: 10.557	CFDA No:	CFDA No:
Program: 0904004113WC	Program: 0904004-	Program: 0901001-
CO: 2018-Federal \$8,456.00	CO: 2018-Federal	CO: 2018-Federal
3047-Other	3047-Other	3047-Other
1000-General	1000-General	1000-General

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.

5/11/16
EM 050416

Attachment A

FY2017 Budget

County Name: Fall River County

WIC BUDGET

June 1, 2016 to May 31, 2017 (1,800 participants used@ rate of \$4.42)	\$ 7,956.00
WIC Clerical Training	\$ 500.00
WIC Clerical Travel Expenses for travel to WIC clinics	\$ -
Other	\$ -
Total WIC Budget Amount	\$ 8,456.00

Attachment B

SD DEPARTMENT OF HEALTH - WIC PROGRAM MONTHLY EXPENDITURE REPORT

WIC LOCAL AGENCY (County Name): Fall River County
 TOTAL CONTRACT Budget: \$ 8,456.00

Contract #: 17SC090092
 MONTH/YEAR SERVICES PROVIDED: June-2016

ACTUAL EXPENDITURES FOR REPORTING MONTH

Clerical Hours				Benefit Expenses			
Site	Hrs. Worked	Rate Per Hr.	Total	Annual Leave	\$ -	Social Security	\$ -
	0	\$ -	\$ -	Insurance	\$ -	Work. Comp	\$ -
	0	\$ -	\$ -	Retirement	\$ -	Federal	\$ -
	0	\$ -	\$ -	SUTA	\$ -	TOTAL BENEFITS	\$ -
	0	\$ -	\$ -				
TOTAL			\$ -	Sick Leave	\$ -	TOTAL PERSONNEL	\$ -

CLERICAL TRAVEL TIME TO COVER ANOTHER CLINIC			
Clerical Hours			
Site	Travel Hrs.	Rate Per Hr.	Total
	0	\$ 15.73	\$ -
	0	\$ 15.73	\$ -
	0	\$ 15.73	\$ -
Total			\$ -

of trips to clinic

Per Diem			
Mileage	Miles	Rate	Total
	0	\$ -	\$ -

Mileage cannot exceed state rate of \$.42 per mile

Meals	Total
	\$ -

Meals cannot exceed state rates:
 \$6 bkfast: leave before 5:31 a.m. or return after 7:59 a.m.
 \$11 lunch: leave before 11:30 a.m. or return after 12:59 p.m.
 \$15 Dinner: leave before 5:30 p.m. or return after 7:59 p.m.

TOTAL CLINIC TRAVEL EXPENSES \$ -

CLERICAL TRAINING EXPENSES (113WC)			
Staff Name	Hrs. traveled + training time	Rate per Hr	Total
	0	\$ 15.73	\$ -
	0	\$ 15.73	\$ -
	0	\$ 15.73	\$ -
	0	\$ 15.73	\$ -

Lodging Total \$ -

Includes the actual cost of lodging up to a maximum of:
 \$55 plus tax a day from September 1 through June 1
 \$70 plus tax a day from June 1 to September 1

Trainings covering topics outside of WIC: Figure the % of training that pertains to WIC and multiple that % by the total training costs.

Per Diem (Mileage cannot exceed state rate of \$.42 per mile)			
Mileage	Miles	Rate	Total
	0	\$ -	\$ -

Meals	Total
	\$ -

Meals cannot exceed state rates:
 \$6 bkfast: leave before 5:31 a.m. or return after 7:59 a.m.
 \$11 lunch: leave before 11:30 a.m. or return after 12:59 p.m.
 \$15 Dinner: leave before 5:30 p.m. or return after 7:59 p.m.

Note: Training must be reported in SD WIC-IT before submitting expenses.

TOTAL CLERICAL TRAINING EXPENSES \$ -

OTHER EXPENSES (Specify)	\$
	-
	-

Reason for increased Hours (Training title, place & dates attended is required. If Regional training, list % of training costs charged to WIC)

TOTAL MONIES TO BE REIMBURSED: \$ -

I hereby certify that the above expenditures were incurred in activities approved under the contract with the South Dakota Department of Health.

Health Professional Signature

Date

Regional Manager Signature

Date

County Auditor Signature

Date

Attachment C

The Consultant must comply with the following USDA FNS Required provisions:

Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

The Clean Air Act, Section 306:

No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

a. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

b. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

c. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

d. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

The Clean Water Act:

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - 1. Requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - 2. Setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

The Anti-Lobbying Act:

This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

Americans with Disabilities Act:

This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

Drug Free Workplace Statement:

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

- a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
- b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
- c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
- d. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

Debarment, suspension, and other responsibility matters:

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.

a. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Royalty Free Rights to Use Software or Documentation Developed:

The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.

Date Received _____
Date Issued _____

2016-2017

License No. RB-2483

Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100

A. Owner Name and Mailing Address W JOE ALLEN 13013 FALL RIVER RD HOT SPRINGS, SD 57747 Owner's Telephone# : _____	B. Business Name and Address Lic # RB-2483 ALLEN RANCH 13013 FALL RIVER RD HOT SPRINGS, SD 57747 Business Telephone #: _____
C. Indicate the class of license being applied for (submit separate application for each class of license). <input type="checkbox"/> Retail (on-sale) Liquor <input type="checkbox"/> Retail (on-sale) Liquor - Restaurant <input type="checkbox"/> Retail (on-off sale) Wine <input type="checkbox"/> Package (off-sale) Liquor <input checked="" type="checkbox"/> Retail (on-off sale) Malt Beverage <input type="checkbox"/> Retail (on-off sale) Malt Beverage & SD Farm Wine <input type="checkbox"/> Package (off-sale) Malt Beverage <input type="checkbox"/> Package (off-sale) Malt Beverage & SD Farm Wine <input type="checkbox"/> Other (please classify) _____ <input type="checkbox"/> Transfer Fee \$150.00 Number of other Package Liquor Licenses held: <u>NO</u> Number of other On-sale Liquor Licenses held: <u>NO</u> Is this License in active use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	D. Legal description of licensed premise: Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Do you own <input checked="" type="checkbox"/> or lease <input type="checkbox"/> this property? (Check one) E. State Sales Tax Number: <u>1001-0996-ST</u> Alcohol licenses will not be reissued unless all state taxes are paid or are not delinquent F. Contact the TTB for Federal Alcohol registration at <u>1-800-937-8864.</u> G. New license? _____ Transfer? (\$150) _____ Re-issuance? <input checked="" type="checkbox"/>

H. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 04/30/16 Print Name JOE ALLEN Signature Joe Allen

I. Any application required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality? ☐ Yes ☒ No County: Fall River

This application was subscribed and sworn to before me this _____ day of _____

Approving Officer's Telephone Number _____ Signature _____

J. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on _____ . Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Application approved for Sunday on-sale operation? ☐ Yes ☐ No

Are real property taxes paid to date? ☐ Yes ☐ No

Ineligible for video lottery ☐

Number of video lottery terminals on licensed premise: _____

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

(Seal) _____

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Please complete reverse side

Date Received 6/6/16
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue & Regulation, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100.

A. Owner Name and Address

SHAUN HOUTHOOFD
PO BOX 597
EDGEMONT, SD 57735

Owner's Telephone #: 406 698-8091

B. Business Name and Address

HAT CREEK GRILL
521 2ND AVE
EDGEMONT SD 57735

Business Telephone #: 605 662-7012

C. Indicate the class of license being applied for
(submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
- ☐ Retail (on-sale) Liquor - Restaurant
- ☐ Retail (on-off sale) Wine
- ☐ Package (off-sale) Liquor
- ☐ Retail (on-off sale) Malt Beverage
- ☐ Package (off sale) Malt Beverage
- ☐ Package (off sale) Malt Beverage & SD Farm Wine
- ☐ Other (please classify)
- ☐ Transfer Fee \$150.00

✓ Temp Malt Bev
Number of other Package Liquor Licenses held: 1

Number of other On-sale Liquor Licenses held: 1

Is this License in active use? ☐ Yes ☒ No

Have you ever been convicted of a felony? ☐ Yes ☒ No

D. Legal description of licensed premise:

Red Neck Rally
7/1 & 7/2 2016

Do you own ☐ or lease ☒ this property? (Check one)

E. State Sales Tax Number: _____

F. Remember to obtain a Federal Alcohol Stamp, for help call TTB
at 1-800-937-8864.

G. New license? _____ Transfer? (\$150) _____ Re-issuance? _____

H. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue & Regulation access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Signed this 6 day of June 2016 Signature [Signature]

I. Any Application required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality? ☐ Yes ☒ No County: Fall River

This application was subscribed and sworn to before me this 6th day of July 2016

Approving Officer's Telephone number 605-745-5130 Signature: [Signature] - County Auditor

J. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on _____. Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Application approved for Sunday on-sale operation? ☐ Yes ☐ No

Are real property taxes paid to date? ☐ Yes ☐ No

Ineligible for video lottery ☐

Number of video lottery terminals on licensed premise: _____

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

(Seal) _____

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Please complete reverse side

Red \$20.00 6/6/16 [Signature]

Date Received _____
Date Issued _____License No. PF-20158**Uniform Alcoholic Beverage License Application**

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100.

A. Owner Name and AddressZest LLC
27585 SD Hwy 79
Hot Springs, SD 57747Owner's Telephone #: 605-745-6449**B. Business Name and Address**Hot Springs KOA, Zest LLC
27585 Hwy 79
Hot Springs SD 57747Business Telephone #: 605-745-6449**C. Indicate the class of license being applied for**
(submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Retail (on-off sale) Wine
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Malt Beverage
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package (off sale) Malt Beverage
☐ Package (off sale) Malt Beverage & SD Farm Wine
☐ Other (please classify) _____
☒ Transfer Fee \$150.00

Number of other Package Liquor Licenses held: _____

Number of other On-sale Liquor Licenses held: _____

Is this License in active use? ☐ Yes ☐ No**D. Legal description of licensed premise:**KOA Tract (Formerly that PTO of PF
SE 1/4 SW 1/4 Lying west of Hwy 79 PTO of
SW 1/4, Sect 27, TWP 7, RG 6) (19.20A)Have you ever been convicted of a felony? ☐ Yes ☐ NoDo you own ☒ or lease ☐ this property? (Check one)E. State Sales Tax Number: 1030-9933-STF. Remember to obtain a Federal Alcohol Stamp, for help call TTB
at 1-800-937-8864.G. New license? ☐ Transfer? (\$150) ☒ Re-issuance? ☐

- H. CERTIFICATE:**
- The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Signed this 6 day of June 2016 Signature Stacy Schmidt

- I.**
- Any Application required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality? ☐ Yes ☐ No County: _____This application was subscribed and sworn to before me this 6 day of June 2016Approving Officer's Telephone number 605-745-5130 Signature: Stacy Schmidt Deputy Auditor

- J. APPROVAL OF LOCAL GOVERNING BODY**
- Notice of hearing was published on _____. Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Application approved for Sunday on-sale operation? ☐ Yes ☐ NoAre real property taxes paid to date? ☐ Yes ☐ NoIneligible for video lottery ☐

Number of video lottery terminals on licensed premise: _____

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

(Seal) _____

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

**Company supplement information
(For corporate/partnership/LP/LLC applicants)**

If supplement unchanged from last year check this box and sign below. ☐

State of South Dakota)

Affidavit

County of)
:ss

We, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC Zest LLC

Address of office and principal place of business of corporation/partnership/LP/LLC

Date of incorporation 5/27/16

Date of last report filed with Secretary of State 6/2/16

Are all managing officers of this corporation/partnership/LP/LLC of good moral character? YES

Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
TODD GIVLER	PRESIDENT	27585 SD HIGHWAY 79	MEMBER LLC
SUZANNE GIVLER	VICE-PRESIDENT	SAME HT SPRINGS 5747	MEMBER LLC

Name, address and occupation of each of the directors of the corporation:

Name	Address	Occupation
SUZANNE GIVLER	SAME	CAMPGROUND MNGR
TODD GIVLER	SAME	CAMPGROUND MNGR

Name and address of each of the stockholders and percentage of shares owned or held by each:

Name	Address	Percentage of Shares
TODD GIVLER	SAME	50%
SUZANNE GIVLER	SAME	50%

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Name	Type of License, Financial Interest Held, and Address of Retail Outlet
NONE	

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

Subscribed and sworn to before me this 6 of June 2016, Fall River County, State of South Dakota.

My commission expires 3/1/19

Stacy Schmidt Deputy Auditor
(Notary Public)

RECEIVED
MAY 19 2016
BY: *ste*

South Dakota Association of County Commissioners

MEMO TO: Fall River County Commissioners
FROM: Bob Wilcox, Executive Director
Kris Jacobsen, Deputy Director
DATE: May 16, 2016
SUBJECT: CLERP Claim

The SDACC Catastrophic Legal Expense Relief Program (CLERP) board of directors met on Monday, May 9, 2016 to review claims submitted from several counties.

This memo is to notify you that the CLERP board reviewed submitted expenses relating to the Matthew Tornquist murder case. Following discussion, a motion to subtract the initial deduction in the amount of \$25,000 and approve 90% of the remaining submitted expenses was made by Duane Sutton, seconded by Tom Hansen. Motion carried.

Total Expenses submitted:	\$46,448.67
Minus Deductible	<u>-25,000.00</u>
Adjusted Total	\$21,448.67
Minus 10%	<u>- 2,144.87</u>
Total Approved Expenses	\$19,303.80

According to AR22:01:03:08, decisions made by the CLERP board may be appealed. Notice of adverse decisions shall be sent by certified mail, with return receipt requested, within 30 working days after the CLERP board meeting in which the adverse decision was rendered. A county desiring a fair hearing shall notify the CLERP board within 30 days after receipt of the decision.

Please be advised in accordance with AR22:01:02:08, upon receipt of any recovery of costs, Fall River County will repay the CLERP fund, following which the CLERP fund will refund CLERP

10041

SD ASSOCIATION OF COUNTY COMMISSIONERS

CLERP ACCOUNT
211 E PROSPECT
PIERRE, SD 57501

BANKWEST
PIERRE, SOUTH DAKOTA 57501
78-53-914

5/13/2016

PAY TO THE
ORDER OF Fall River County

\$ **19,303.80

Nineteen Thousand Three Hundred Three and 80/100 ***** DOLLARS

Fall River County
Sue Ganje, Auditor
906 North River Street
Hot Springs, SD 57747

Bob Wilcox

AUTHORIZED SIGNATURE
Kris Jacobsen

MEMO

CLERP - Tornquist

⑈010041⑈ ⑈091400538⑈ ⑈000018449⑈

Security features. Details on back.

TWP 7

