

**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
Courthouse, 2nd Floor Courtroom
TUESDAY, MARCH 15, 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 3-1-16

County assistance, death expense applications

February 29, 2016, Auditor's Account with County Treasurer

Letter from Risty Benefits requesting authorization to offer Assurity Basic Hospital Indemnity plan to employees

Employee rate increases as per Union Contract – Alex Christopherson, Dispatch, \$12.50/hr, effective 3/15/16;

Gerard Heisinger, Hwy, \$15.63/hr, effective 3/9/16;

Kenneth Martin, Hwy, \$12.58/hr, effective 3/15/16;

Kathleen Timmins, Treas, \$12.58/hr, effective 3/2/16

Notification of raffle by Freshman Impact Program to be done after County and City of HS approvals
2016 Memorandum of Understanding between SDSU Extension and Fall River County

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

9:10 Keith Andersen, Andersen Engineering – Plats: Roy Alexander Residual Trust; Frank Peters

9:15 Kathy Scott, DC Scott Land Surveyors – Plat: Henry and Bernice Miller

9:25 Ryan Welsh, request review of value on pay '16 taxes vs recent pay '17 assessed value

9:35 Lyle Jensen, Bldg Supervisor – Request for credit card for purchases and travel

9:40 Susie Simkins, Dir of Equal – 2 abatements due for 2015 fire; Change of classifications for Railroad properties, appeal vs stipulation; Set Consolidated Board appeal dates; Temporary hire of Tiffani Porter, \$9.00/hr

9:50 Hwy Business – Approve bids for Chip Seal project (Oral, N & S Angostura entrance roads); Letter to SDHP on Load limits; Updates

10:05 Approve bills; break

10:10 Hearing on the Chilson Bridge

11:00 Public Comment

11:05 Joyce Farrell, Deputy Treasurer – update on county job descriptions

11:15 Frank Maynard, EM - Updates

11:20 Sue Ganje, Auditor - follow-up on proposal to hire Marce Largent for Human Resource services

11:30 Unfinished Business

Executive Session as per SDCL 1-25-2 (1) and (3), legal and personnel matters – Possible action on full time status for Richard Kraima

Adjourn

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 MARCH 1, 2016

The Fall River Board of County Commissioners met in regular session on March 1, 2016. Present: Ann Abbott, Joe Allen, Joe Falkenburg, Michael Ortner, Deb Russell and Sue Ganje, Auditor. No one was absent.

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

The agenda was reviewed for conflicts; none were noted. Motion by Falkenburg, seconded by Russell to approve the agenda as written. ALL MOTIONS RECORDED IN THESE MINUTES WERE BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED.

Motion by Russell, seconded by Falkenburg, to approve the February 2, 2016 minutes.

Motion by Falkenburg, seconded by Abbott, to approve the February 16, 2016 minutes.

Auditor's Accounts with the County Treasurer for January 31 of 2016 were approved at the February 16, 2016 Meeting. No Action needed

Motion by Falkenburg, seconded by Allen to approve the hire of Administrative Assistant, Auditor's office, Jenna Stokesberry at a rate of \$10.00 per hour, as per union contract, effective on February 19, 2016.

Motion by Falkenburg, seconded by Russell to approve the transfer of \$3,000.00 from General Funds to Domestic Abuse Fund, as budgeted for 2016.

The Auditor gave notice that an employee may be out for more than 30 days on FMLA. Further information can be discussed in executive session.

Keith Anderson, Anderson Engineering, presented a plat on behalf of Dan Inman. The plat for Frank Peters is not ready at this time. Motion by Falkenburg, seconded by Abbott to approve the plat of Inman Tracts B, C, and D as follows.

FALL RIVER COUNTY RESOLUTION #2016-06

WHEREAS, there has been presented to the County Commissioners of Fall River County, South Dakota, Inman Tracts B,C and D Located in S1/2 N1/2 SW1/4, Section 27, T7S, R5E, BHM, Fall River County, South Dakota, and

WHEREAS, it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the County subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed,

NOW THEREFORE, BE IT RESOLVED that said plat is hereby approved in all respects.

Dated at Fall River County, South Dakota this 1st of March 2016.

/s/ Michael Ortner

Michael P. Ortner, Chair
Fall River County Board of Commissioners

ATTEST:

/s/ Sue Ganje

Sue Ganje, Fall River County Auditor

Janelle Finck, Fisk Land Surveying, presented a plat proposal. Motion by Falkenburg, seconded by Russell to approve the plat for Wyoming Dakota Railroad, SD307-Lot 1 of WDRPI - SD037 Subdivision.

FALL RIVER COUNTY RESOLUTION #2016-07

WHEREAS, there has been presented to the County Commissioners of Fall River County, South Dakota, Plat of SD037-Lot 1 of WDRPI-SD037 Subdivision located in the NW1/4 of Section 26 and S1/2 of the NE1/4 of Section 27 all in T9S, R6E, BHM, Fall River County, South Dakota, and

WHEREAS, it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the County subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed,

NOW THEREFORE, BE IT RESOLVED that said plat is hereby approved in all respects.

Dated at Fall River County, South Dakota this 1st of March, 2016.

/s/ Michael Ortner

Michael P. Ortner, Chair
Fall River County Board of Commissioners

ATTEST:

/s/ Sue Ganje

Sue Ganje, Fall River County Auditor

Nina Steimetz, Weed Supervisor, gave a powerpoint that she presented at the 2016 Annual Weed and Pest Conference. She gave information on the 50/50 grants that have been applied for; a reminder was also given on Pesticide Applicator Recertification.

Frank Maynard, Emergency Management presented a Performance contract for approval. Motion by Russell, seconded by Abbott, to approve and authorize the chairman to sign the Contract between Fall River County and the Black Hills Council of Local Governments.

Maynard updated the board on the beaver dams along Hot Brook road; advised the board that April 19, 2016 has been set for installation of smoke alarms for the Red Cross program and that April 14, 2016 will be the Severe Weather Awareness training at the Mueller Center.

Maynard also spoke of an issue with a public access road on Evans Loop Rd roads where an individual is placing stop and private road signs, and other such signs in the county. Maynard requested the Board consider a policy or Resolution to clarify action to pursue regarding the signs. Joe Allen queried Jim Sword, States Attorney to write letters to individuals identified. Sword suggested looking at plats to see if they have been vacated. Maynard also gave a fire report and that there have been two uncontrolled fires in the hills in the past week and that it is red alert weather.

Joyce Farrell, Deputy Treasurer, presented a sample format on job descriptions. Motion by Falkenburg, seconded by Russell to compile a list of job descriptions for all positions in Fall River County for the Board to review at their March 15, 2016 meeting.

Sue Ganje, Auditor gave an update on the recent Welfare Workshop her and staff members attended in Rapid City, SD, and that a sample policy will be presented to the county for review by approximately June of 2016.

Motion by Falkenburg, seconded by Abbot, to approve the following bills:

GENERAL FUND

A&B BUSINESS SOLUTIONS	LEASE/METER USAGE	\$451.56
AVERA EDUCATION		
&STAFFING	MED AID TRAINING	\$150.00
A-Z SHREDDING INC	SHREDDING	\$181.20
BEHAVIOR MANAGEMENT	MI	\$375.00
BH COUNCIL OF LOCAL GOV	2016 BLACK HILLS COU	\$3,685.00
CENTURY BUSINESS LEASING	COPIERS LEASE & METE	\$661.58
CHEYENNE SANITATION	SANITATION COLLECTIO	\$280.00
CULLIGAN SOFT WATER	WATER SUPPLY/RENTAL	\$105.75
DALE'S REPAIR	CAR MAINTENANCE	\$57.10
DEAN SCHAEFER COURT REP	COURT REPORTING	\$45.00
SD DEPT OF LABOR & REG	UNEMPLOYMENT BENEFIT	\$610.00
EN-TECH LLC	FUMIGATION	\$200.00
FACILITYDUDE.COM	GIS SUPPORT	\$216.00
GOLDEN WEST		
TECHNOLOGIES	TECHNOLOGY/SERVER/MA	\$2,584.44
GOLDEN WEST	PHONE BILL/LONG DIST	\$1,098.18
GREENOUGH, HEATH	REFUND	\$103.09
HILLS EDGE AUTO SALES	TRUCK MAINTENANCE	\$656.83
HILLYARD FLOOR CARE SUPP	SUPPLY	\$322.73
HOBART SALES & SERVICE	DISHWASHER REPAIR/MA	\$152.75
HOT SPRINGS ACE HARDWARE	ACE HARDWARE SUPPLY	\$261.01
HOT SPRINGS AUTOMOTIVE	AUTO SUPPLY PARTS	\$90.35
CITY OF HOT SPRINGS	CITY WATER BILL	\$251.48
HOT SPRINGS MEAL SITE	2016 ALLOTTED BUDGET	\$3,500.00

HSR FUELING LLC	AIRPLANE FUEL	\$210.83
J & J ATTORNEY SERVICE	MI	\$54.00
KITTELSON, JOAN	MI	\$7.50
KREISERS INC	JAIL SUPPLY	\$249.38
LEWIS & CLARK MENTAL	MI	\$160.00
LEWNO, LUCY	MI	\$127.99
LINCOLN COUNTY TREASURER	MI	\$18.00
LYNNS DAKOTA MART	INMATE MED	\$4.99
MASTEL, BRUCE	DATABASE SETUP & MON	\$35.00
MATRIX RESEARCH	WEED & PEST CHEMICAL	\$3,168.00
MICROFILM IMAGING		
SYSTEMS	SCANNING EQUIP LEASE	\$185.00
MOCIC	2016 ANNUAL MAMBERSH	\$100.00
MINNEHAHA COUNTY		
AUDITOR	CAAF	\$75.00
NELSONS OIL & GAS INC.	PROPANE	\$226.00
NEVE'S UNIFORM INC	UNIFORM ALLOWANCE	\$727.13
O'NEILL, JUSTIN	MI/CAAF	\$2,090.80
PARR LAW PC	CAAF	\$2,404.31
PENN CO STS ATTNY OFFICE	MI	\$215.00
PENNINGTON COUNTY JAIL	TRANSPORT	\$174.00
PENN CO JUVENILE CENTER	JUVENILE CENTER	\$12,880.00
POWELL, DEBRA J	INMATE BLOOD DRAWS	\$35.00
PRINT MARK-ET	STAMPS	\$166.30
QUILL CORPORATION	SUPPLY	\$330.25
RAPID CITY JOURNAL (THE)	PUBLICATION	\$326.34
RECORD TIMES (THE)	PUBLICATION	\$202.35
REGIONAL PHARMACY	PRISONER MEDICATION	\$749.52
RICK'S AUTO CENTER	CAR MAINTENANCE	\$130.50
ADDICTION RECOVERY		
CENTER	2016 1ST HALF ALLOTT	\$6,000.00
SANDHILLS NEW, INC	PUBLICATION	\$56.58
SIDNEY SUN-TELEGRAPH, INC.	PUBLICATION	\$62.91
SD DEPARTMENT OF REVENUE	PRISONER MEDICAL	\$175.00
SERVALL	SUPPLY/MATS/RUGS/UNI	\$363.35
SHOPKO STORES OPERATING	INMATE PHARMACY/SUPP	\$388.77
SKINNER, MATTHEW L. PC	CAAF	\$1,590.40
SNOWFIGHTERS	SNOW REMOVAL	\$180.00
SOFTWARE SERVICES INC	DATA PROCESSING BOSA	\$1,760.00
STABEN, JOHN	REFUND	\$298.79
STATE REMITTANCE CENTER	AUTO/MI STATE REMITT	\$2,145.00
STEVENS, MIKAYLA	INMATE BLOOD DRAW	\$35.00
TODD COUNTY TRIBUNE	PUBLICATION	\$55.35
UPS	RETURNED PACKAGES UP	\$21.53

VERIZON WIRELESS	VERIZON WIRELESS	\$873.34	
WILLISTON HERALD/PLAINS	PUBLICATION	\$107.40	
YANKTON CO TREASURER	MI PAPERS SERVED	\$25.00	
FRASER, RUTH	OVER PAYMENT	\$9.55	
RAYMOND, NIKI	TRANSPORT	\$160.00	
COLLITON, JEAN	MI	\$7.50	
	TOTALS FOR GENERAL FUNDS		\$55,407.71
COUNTY ROAD & BRIDGE			
CHEYENNE SANITATION	SANITATION COLLECTIO	\$74.00	
CITY OF EDMONT	CITY OF EDMONT WAT	\$51.75	
GOLDEN WEST	PHONE BILL/LONG DIST	\$268.21	
GREENOUGH, HEATH	REFUND	\$18.72	
HOT SPRINGS AUTOMOTIVE	PARTS/SUPPLY	\$753.24	
CITY OF HOT SPRINGS	CITY WATER BILL	\$22.27	
NELSONS OIL & GAS INC.	PROPANE	\$17.50	
STABEN, JOHN	REFUND	\$54.25	
PRO BUILD	SUPPLY	\$6.88	
	TOTAL FOR COUNTY ROAD & BRIDGE		\$1,266.82
911 SURCHARGE REIMB			
GOLDEN WEST	TECHNOLOGY/SERVER/MA	\$397.60	
TECHNOLOGIES	PHONE BILL/LONG DIST	\$527.17	
GOLDEN WEST	911 DIPATCH LINE TRA	\$6.89	
CENTURY LINK	911 DISPATCH INCOMIN	\$655.70	
CENTURY LINK	TOTAL FOR 911 SURCHARGE REIMB		\$1,587.36
EMERGENCY MGT			
GOLDEN WEST TECHNOLOGIES	TECHNOLOGY/SERVER/MA	\$198.80	
GOLDEN WEST	PHONE BILL/LONG DIST	\$122.15	
SDEMA	MEMBERSHIP RENEWAL	\$60.00	
SHOPKO STORES OPERATING	INMATE PHARMACY/SUPP	\$29.98	
VERIZON WIRELESS	VERIZON WIRELESS	\$286.23	
	TOTAL FOR EMERGENCY MGT		\$697.16
24/7 SOBRIETY FUND			
INTOXIMETERS	24/7 SUPPLIES	\$345.00	
	TOTAL FOR 24/7 SOBRIETY FUND		\$345.00
M & P RELIEF			
MICROFILM IMAGING	SCANNING EQUIP LEASE	\$145.00	
SYSTEMS	TOTAL FOR M & P RELIEF		\$145.00
COURTHOUSE BUILDING FUND			
AUTO BODY OF GENERATIONS	TRUCK MAINTENANCE	\$1,488.24	
GREENOUGH, HEATH	REFUND	\$4.69	
STABEN, JOHN	REFUND	\$13.61	
STEVENS PLUMBING	BUILDING REPAIR	\$153.07	

TOTAL FOR COURTHOUSE BUILDING FUND		\$1,659.61
DUE TO SCHOOLS		
FIRST INTERSTATE BANK	TAXES	\$25,407.46
GREENOUGH, HEATH	REFUND	\$265.44
		\$126,308.8
HOT SPRINGS SCHOOL	TAXES	6
OELRICHS SCHOOL DISTRICT	TAXES	\$6,721.45
STABEN, JOHN	REFUND	\$769.49
TOTAL FOR DUE TO SCHOOLS		\$159,472.70
DUE TO TOWNSHIPS		
FIRST INTERSTATE BANK	TAXES	\$1,271.02
TOTAL FOR DUE TO TOWNSHIPS		\$1,271.02
DUE TO CITIES & TOWNS		
FIRST INTERSTATE BANK	TAXES	\$14,844.74
HOT SPRINGS CITY TD 7	TAXES	\$46,563.16
OELRICHS, TOWN OF	TAXES	\$1,557.96
TOTAL FOR DUE TO CITIES & TOWNS		\$62,965.86
AMBULANCE DISTRICTS		
BANK OF THE WEST	TAXES	\$2,581.83
FIRST INTERSTATE BANK	TAXES	\$157.36
FIRST INTERSTATE BANK	TAXES	\$615.56
GREENOUGH, HEATH	REFUND	\$4.06
STABEN, JOHN	REFUND	\$11.75
TOTAL FOR AMBULANCE DISTRICTS		\$3,370.56
PREDATOR CONTROL DISTRICTS		
FIRST INTERSTATE BANK	TAXES	\$153.00
TOTAL FOR PREDATOR CONTROL DISTRICTS		\$153.00
STATE MOTOR VEHICLE COLLECTIONS		
STATE REMITTANCE CENTER		\$128,735.8
	AUTO/MI STATE REMITT	3
TOTAL FOR STATE MOTOR VEHICLE COLLECTIONS		\$128,735.83
DUE TO FIRE DISTRICTS		
ARDMORE FIRE DISTRICT	TAXES	\$210.00
FIRST INTERSTATE BANK	TAXES	\$3,583.33
FIRST INTERSTATE BANK	TAXES	\$182.33
GREENOUGH, HEATH	REFUND	\$6.66
MINNEKAHTA FIRE	TAXES	\$146.43
OELRICHS RURAL FIRE DIST	TAXES	\$178.41
STABEN, JOHN	REFUND	\$26.66
TOTAL FOR DUE TO FIRE DISTRICTS		\$4,333.82
PINE SHADOW RD DISTRICT		
FIRST INTERSTATE BANK	TAXES	\$152.98
TOTAL FOR PINE SHADOW RD DISTRICT		\$152.98

CASCADE MTN RD DISTRICT	TAXES	\$330.66	
FIRST INTERSTATE BANK	TOTAL FOR CASCADE MTN RD DISTRICT		\$330.66
COUNTRY CLUB EST RD DISTRICT	TAXES	\$281.73	
FIRST INTERSTATE BANK	TOTAL FOR COUNTRY CLUB EST RD DISTRICT		\$281.73
COUNTRY VIEW RD DISTRICT	TAXES	\$206.66	
BLACK HILLS FEDERAL	TOTAL FOR COUNTRY VIEW RD DISTRICT		\$206.66
HOT BROOK ROAD DISTRICT	TAXES	\$175.49	
HOT BROOK RD DISTRICT	TOTAL FOR HOT BROOK ROAD DISTRICT		\$175.49
WATERS EDGE ROAD DISTRICT	TAXES	\$251.89	
WATERS EDGE ROAD DISTRICT	TOTAL FOR WATERS EDGE ROAD DISTRICT		\$251.89
CEDAR HILLS ROAD DISTRICT	TAXES	\$114.18	
CEDAR HILLS ROAD DISTRICT	TOTAL FOR CEDAR HILLS ROAD DISTRICT		\$114.18
RIDGE ROAD DISTRICT	TAXES	\$123.61	
RIDGE ROAD	TOTAL FOR RIDGE ROAD DISTRICT		\$123.61
LAW	PHONE BILL/LONG DIST	\$82.21	
LIBR	TOTAL FOR LAW LIBR		\$82.21
GOLDEN WEST			
24/7 PARTICIPATION FEE	24/7 STATE ACCT. DIS	\$76.00	
SD ATTORNEY GENERAL	SCRAM DISBURSEMENT	\$1,031.00	
SD ATTORNEY GENERAL	TOTAL FOR 24/7 PARTICIPATION FEE		\$1,107.00
M & P FLOW THRU	M&P FEE	\$120.00	
SD ASSN OF CO. OFFICIALS	TOTAL FOR M & P FLOW THRU		\$120.00
TOTAL PAID BETWEEN 2/03/16 AND 2/16/16			\$424,357.86

Motion by Russell, seconded by Allen to move to executive session. Motion withdrawn before vote.

Randy Seiler, Highway Department Superintendant, met with the board to present fuel transfers. Motion by Russell, seconded by Falkenburg to approve transfers for the period of 2-1-16 thru 2-28-16 to reimburse the highway for the Sheriff in the amount of \$1,279.76; Weed and Pest in the amount of \$82.06; Director of Equalization in the amount of \$60.73; Emergency Mgt in the amount of \$103.23 and Auditor in the amount of \$17.06.

Seiler presented propane quotes as follows for 950 gallons – Nelson's Oil & Gas Inc at \$.82/gal; Dakota Propane at \$1.12/gal and Hi-D-Way declining to bid, and fuel quotes as follows for 8000 gallons of #2 Dyed DP40 - MG Oil at \$1.05394/gal; Nelson's Oil & Gas Inc at \$1.098/gal and Hi-D-Way declining to bid. Motion by Falkenburg, seconded by Russell to approve the low bid of MG Oil bid of \$1.05394/gal for #2 dyed DP40 and Nelsons Oil & Gas Inc for low bid at \$0.82 per gallon for 950 gallons of propane.

Motion by Abbott, seconded by Falkenburg to approve an Application for Permit to Occupy County Right-of-Way for Michael Rooks, located from the east property line following the existing water line to connect to Angostura Irrigation lateral.

Motion by Falkenburg, seconded by Allen to amend the January 19, 2016 minutes to correct the legal description on the Gary Romey pipeline easement to be all in TWP 7 rather than TWP 8.

Motion by Russell, seconded by Falkenburg to approve the following Bridge Inspection Program Resolution.

**BRIDGE REINSPECTION PROGRAM, RESOLUTION #2016-08
FOR USE WITH SDDOT RETAINER CONTRACTS**

WHEREAS, Title 23, Section 151, *United States Code* and Title 23, Part 650, Subpart C, *Code of Federal Regulations*, requires initial inspection of all bridges and re-inspection at intervals not to exceed two years with the exception of reinforced concrete box culverts that meet specific criteria. These culverts are re-inspected at intervals not to exceed four years.

THEREFORE, Fall River County is desirous of participating in the Bridge Inspection Program using Bridge Replacement funds.

The County requests SDDOT to hire Brosz Engineering (Consulting Engineers) for the inspection work. SDDOT will secure federal approvals, make payments to the Consulting Engineer for inspection services rendered, and bill the County for 20% of the cost. The County will be responsible for the required 20% matching funds.

Dated this 1st day of March, 2016, at Hot Springs, South Dakota.

/s/ Michael P Ortner
Michael P. Ortner, Chair
Fall River County Board of Commissioners

ATTEST:
/s/ Sue Ganje
Sue Ganje, Fall River County Auditor

Motion by Russell, seconded by Falkenburg to approve travel for Seiler to attend the LTAP meeting in Pierre, South Dakota on April 6 and 7, 2016.

A Brosz Engineering representative was present to assist in the discussion of the Chilson Bridge on County Road 18S. A public meeting will be held at 10:10 am on March 15, 2016.

Break at 10:10am, meeting resumed at 10:20 am. Public comment was held with Falkenburg advising the board of the possibility of the BN railroad running thru Edgemont and no longer stopping, which will affect employment and economy in our county. Casey Neugebauer noted the large truck traffic on the Buffalo Gap road. Falkenburg suggested the County try 1 mile using a soil stabilizer.

Motion by Allen, seconded by Falkenburg to enter into a short Executive session with Bob Evans, Fall River County Sheriff and Jim Sword, States Attorney, for personnel matters at 10:24 am. The board came out of executive session at 10:29 am.

Motion by Falkenburg, seconded by Ortner to approve reclassification of Jennifer Mraz from part time to full time Dispatcher status at a rate of \$14.25 per hour to be effective immediately.

Evans questioned the use of ankle bracelets for pre-sentenced prisoners as other counties are using only for sentenced prisoners. Allen and Sword spoke of working with Judge Pfeifle and that will be hopefully coming soon. Sword is working with Pennington and Custer County's State's Attorney's. Evans will work on getting a few ankle bracelets and the training for staff.

Susie Simkins, Director of Equalization, met to present abatements. Motion by Falkenburg, seconded by Abbott to approve abatement for SD DOT on parcel #754100050000900 in the amount of \$393.86. Reason: abate 7 months due to purchase by an exempt entity.

Simkins reported her final recap on 16 Pay 17 Valuations due to reappraisal, County wide increase of \$25,538,859.00. Simkins invited the Commissioners to sit on local boards. The schedule for appeal boards was discussed. The deadline to file an appeal for the Local Board (Townships and the Town of Oelrichs) is March 17, 2016; deadline to file an appeal for the Consolidated Board (County, City of Edgemont, City of Hot Springs and all Schools) is April 5, 2016. The Board will set the dates for appeals at the next meeting.

Lori Slatterly met to request an abatement due to lack of owner occupied status as the status was lost after the trailer house was moved from Hot Springs to Oelrichs. Motion by Falkenburg, seconded by Allen to approve abatement on parcel #781000350000900 for pay '16 taxes in the amount of \$84.22; refund for pay '15 in the amount of \$121.09. Reason: office error in removing owner occupied status.

Sue Ganje, County Auditor, revisited the Human Resource proposal presented to the Board by Marce Largent. Discussion was held that there is a need on various issues but currently there is not a budget for this. It was agreed to wait for action on the proposal until the board receives job descriptions from all departments at the March 15, 2016 meeting.

Bob Evans, Sheriff, brought up issues with the increased mental health transports due to no room availability at RC West, and spoke of the cost to his office. Increased mental health issues have developed when people do not qualify for Medicaid and are unable to purchase needed medication. State's Attorney Sword suggested working with the school and Fall River Health Services to see if the county can assist prior to issues becoming emergencies. It was suggested that this be explored and brought back to the board.

Motion by Russell, seconded by Abbott enter into executive session for personnel, as per SDCL 1-25-2 (3). The board came out of executive session at 11:12am.

Motion by Falkenburg, seconded by Russell to adjourn at 11:40 am.

/s/ Michael P. Ortner

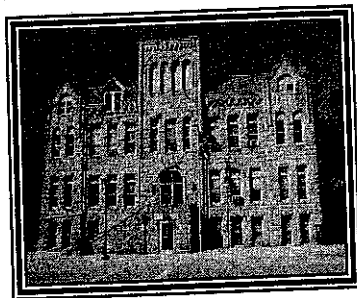
Michael P. Ortner, Chair

Board of Fall River County Commissioners

ATTEST:

/s/ Sue Ganje

Sue Ganje, Fall River County Auditor



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

Motor Carrier Services
118 West Capitol Avenue
Pierre, South Dakota 57501

03-15-2016

To Whom It May Concern,

The county of Fall River would like to request the help of the South Dakota Highway Patrol in monitoring our posted load limits and spring limits throughout 2016. Fall River County has passed the following resolution regarding load limits and would appreciate help with enforcement.

FALL RIVER COUNTY RESOLUTION #2016-3

WHEREAS, the Fall River County Board of Commissioners did adopt the following 2016 ANNUAL LOAD RESTRICTIONS:

Fall River County will impose load and speed limits as follows in coordination with the State of South Dakota Highway's Annual Load Restrictions:

All oil roads will be posted at 7 Ton and 40 mph, with the exception of County Road 6N, also known as Look Out Road, to be posted at 10 Ton. These are seasonal Spring Load Limits and the restrictions will take effect with the signs are in place.

NOW THEREFORE, BE IT RESOLVED this amendment was approved and passed on this 5th day of January, 2016.

Thank you in advance for any time and effort in helping patrol the roads of Fall River County in 2016.

Sincerely,

Joe Falkenburg
Fall River County Commission,
Vice Chairman

016 Budget-Fall River

Feb

	Approved Budget	Contingency	Supplement	Total Budget with Transfers & Supplements	Year to Date Expenses	% used	Balance
General Fund (10100)							
11 Commissioners	\$134,222.00			\$ 134,222.00	\$ 12,347.23	9%	\$121,874.77
12 Contingency	\$150,000.00			\$ 150,000.00	\$ -	0%	\$150,000.00
20 Elections	\$46,592.00			\$ 46,592.00	\$ 165.25	0%	\$46,426.75
30 Judicial System	\$20,300.00			\$ 20,300.00	\$ 1,353.38	7%	\$18,946.62
41 Auditor	\$177,042.00			\$ 177,042.00	\$ 35,570.28	20%	\$141,471.72
42 Treasurer	\$162,876.00			\$ 162,876.00	\$ 31,763.51	20%	\$131,112.49
43 Data Processing	\$49,742.00			\$ 49,742.00	\$ 1,760.00	4%	\$47,982.00
51 States Atty	\$197,713.00			\$ 197,713.00	\$ 27,149.39	14%	\$170,563.61
52 Other(Law Libr)	\$0.00			\$ -	\$ -	0%	\$0.00
53 Crt Appt'd Attorney	\$130,000.00			\$ 130,000.00	\$ 17,857.78	14%	\$112,142.22
54 Abuse & Neglect	\$8,000.00			\$ 8,000.00	\$ 3,671.42	46%	\$4,328.58
161 General Bldg	\$197,343.00			\$ 197,343.00	\$ 24,908.49	13%	\$172,434.51
162 Dir of Equal	\$227,659.00			\$ 227,659.00	\$ 43,148.20	19%	\$184,510.80
163 Reg of Deeds	\$124,688.00			\$ 124,688.00	\$ 19,159.12	15%	\$105,528.88
165 Vet Svc Officer	\$44,754.00			\$ 44,754.00	\$ 7,712.02	17%	\$37,041.98
166 Predator Animal	\$5,515.00			\$ 5,515.00	\$ -	0%	\$5,515.00
167 IT	\$0.00			\$ -	\$ -	0%	\$0.00
169 FEMA (Cold Brook)	\$300.00			\$ 300.00	\$ -	0%	\$300.00
170 GIS	\$52,598.00			\$ 52,598.00	\$ 8,242.04	16%	\$44,355.96
Total General Govmmt	\$ 1,729,344.00	\$ -	\$ -	\$ 1,729,344.00	\$ 234,808.11		\$1,494,535.89
211 Sheriff	\$671,298.00			\$ 671,298.00	\$ 100,079.52	15%	\$571,218.48
212 Jail	\$520,208.00			\$ 520,208.00	\$ 81,958.15	16%	\$438,249.85
213 Coroner	\$18,000.00			\$ 18,000.00	\$ 3,036.72	17%	\$14,963.28
215 Juvenile Detention	\$70,000.00			\$ 70,000.00	\$ 22,014.78	31%	\$47,985.22
216 Airplane	\$5,000.00			\$ 5,000.00	\$ 210.83	4%	\$4,789.17
219 BH Humane Society	\$2,500.00			\$ 2,500.00	\$ -	0%	\$2,500.00
224 Search & Rescue	\$2,000.00			\$ 2,000.00	\$ 1,200.00	60%	\$800.00
225 Communications (Dispatch)	\$215,363.00			\$ 215,363.00	\$ 36,401.84	17%	\$178,961.16
229 Civil Air Patrol	\$0.00			\$ -	\$ -	0%	\$0.00
Total Public Safety	\$ 1,504,369.00	\$ -	\$ -	\$ 1,504,369.00	\$ 244,901.84		\$1,259,467.16
411 County Poor	\$20,000.00			\$ 20,000.00	\$ 556.76	3%	\$19,443.24
412 Public Welfare	\$0.00			\$ -	\$ -	0%	\$0.00
418 Community Action	\$0.00			\$ -	\$ -	0%	\$0.00
419 Elderly Meals	\$5,000.00			\$ 5,000.00	\$ -	0%	\$5,000.00
421 County Nurse	\$51,185.00			\$ 51,185.00	\$ 9,112.08	18%	\$42,072.92
429 Public Health Threat	\$200.00			\$ 200.00	\$ -	0%	\$200.00
433 Public Transportation	\$13,000.00			\$ 13,000.00	\$ -	0%	\$13,000.00
437 Edgemont YMCA	\$400.00			\$ 400.00	\$ -	100%	\$400.00
438 2-1-1 Helpline	\$1,500.00			\$ 1,500.00	\$ -	100%	\$1,500.00

Boys & Girls Club	\$6,000.00				\$	6,000.00	\$	-		0%	\$6,000.00
Mentally ill	\$30,000.00				\$	30,000.00	\$	8,995.14		30%	\$21,004.86
Drug Center	\$12,000.00				\$	12,000.00	\$	6,000.00		50%	\$6,000.00
Mental Health Center	\$7,500.00				\$	7,500.00	\$	7,500.00		100%	\$0.00
Mental Health Board	\$15,000.00				\$	15,000.00	\$	4,228.85		28%	\$10,771.15
Mental Health Coalition	\$2,500.00				\$	2,500.00	\$	-		0%	\$2,500.00
Empower Coalition	\$750.00				\$	750.00	\$	-		0%	\$750.00
Alano	\$165,035.00				\$	165,035.00	\$	36,392.83			\$128,642.17
Total Health & Welfare					\$						
1 Library	\$23,500.00				\$	23,500.00	\$	-		0%	\$23,500.00
2 Museum	\$5,000.00				\$	5,000.00	\$	-		0%	\$5,000.00
9 South Dakota Pageant	\$1,000.00				\$	1,000.00	\$	-		0%	\$1,000.00
4 county Fair	\$2,900.00				\$	2,900.00	\$	-		0%	\$2,900.00
5 Edgemont Sr Citizen	\$3,000.00				\$	3,000.00	\$	-		0%	\$3,000.00
6 Edgemont Sr Citizen	\$4,100.00				\$	4,100.00	\$	3,500.00		85%	\$600.00
6 Hot Spgs Sr Citizen	\$1,100.00				\$	1,100.00	\$	-		0%	\$1,100.00
27 Oelrichs Sr Citizen	\$1,100.00				\$	1,100.00	\$	-		0%	\$37,100.00
Total Culture & Recreation					\$	40,600.00	\$	3,500.00			
11 County Extension	\$51,731.00				\$	51,731.00	\$	8,327.54		16%	\$43,403.46
12 Soil Conservation	\$18,000.00				\$	18,000.00	\$	\$0.00		0%	\$18,000.00
15 Weed Control	\$135,403.00				\$	135,403.00	\$	\$14,672.31		11%	\$120,730.69
19 Pine Beetle	\$500.00				\$	500.00	\$	\$0.00			\$500.00
21 Water Study	\$1,000.00				\$	1,000.00	\$	\$0.00			\$1,000.00
Total Conservation/Nat'l Resource					\$	206,634.00	\$	22,999.85			\$ 183,634.15
711 Natural Resource	\$500.00				\$	500.00	\$	-		0%	\$500.00
713 Geothermal Water Study	\$5,000.00				\$	5,000.00	\$	-		0%	\$5,000.00
719 Black Hills Vision	\$5,000.00				\$	5,000.00	\$	-		0%	\$5,000.00
720 Sixth District	\$3,685.00				\$	3,685.00	\$	3,685.00		100%	\$0.00
721 Economic Development	\$5,000.00				\$	5,000.00	\$	-		0%	\$5,000.00
Total Urban & Economic Devel.					\$	19,185.00	\$	3,685.00			\$15,500.00
750 pymt to Local Agencies					\$	-	\$	-		100%	\$0.00
800 Debt Service					\$	-	\$	-		100%	\$0.00
850 pymt to Local Agencies					\$	-	\$	-			\$
Total					\$	-	\$	-			
911 Transfers Out from Gen.:					\$	-	\$	-			
Emer Mgt	\$65,175.00				\$	65,175.00	\$	-			
Hwy Dept	\$150,000.00				\$	150,000.00	\$	-			
Library	\$16,970.00				\$	16,970.00	\$	-			
Fire	\$3,980.00				\$	3,980.00	\$	-			
Domestic Abuse	\$3,000.00				\$	3,000.00	\$	-			
LEPC	\$1,000.00				\$	1,000.00	\$	-			
Total 911 out					\$	240,125.00	\$	-			
Total Gen Fund Expenditures					\$	3,905,292.00	\$	546,287.63			

[illegible]

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 29th day of February, 2016.

Total Amt of Deposit in First Interstate Bank: \$765,441.76

Total Amount of Cash: \$ 2,961.31

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

Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days: \$25,013.45

SAVINGS:

First Interstate Bank: \$684,821.84

CERTIFICATES OF DEPOSIT:

First Interstate-Hot Springs: \$4,279,498.79

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:

Forney, Robin - \$183.23, Tax & Lic (02/24/16)

Toomey, Terry - \$65.53, Lic (01/15/16)

TOTAL \$6,009,420.91

Dated This 29th Day of February, 2016.

Sue Ganje, County Auditor of Fall River County.

County Monies: \$5,560,181.56

Held for other Entities: \$291,067.44

Held in Trust: \$158,171.91

TOTAL: \$6,009,420.91

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.

FEBRUARY 29 16

FALL RIVER COUNTY
TRIAL BALANCE SUMMARY

PAGE 1

ACCOUNT	DESCRIPTION	BEGINNING BALANCE	DEBITS	CREDITS	NET CHANGE	ENDING BALANCE
CASH ONLY BALANCE SHEET						
10100A1010000	CASH GENERAL FUND	1,918,743.73	210,180.67	290,598.26	80,417.59CR	1,838,326.14
	SUBTOTAL OF COUNTY GENL CASH	1,918,743.73	210,180.67	290,598.26	80,417.59CR	1,838,326.14
20100A1010000	CRBR CASH	1,188,416.78	54,529.10	56,516.72	1,987.62CR	1,186,429.16
20100A1070000	SNOW RESTRICTED CASH	8.53	.00	.00	.00	8.53
20100A1071000	H & B RESTRICTED CASH	.00	.00	.00	.00	.00
20100A1072000	SEC RD RESTRICTED CASH	590,598.72	9,318.28	.00	9,318.28	599,917.00
	SUBTOTAL OF ROAD & BRIDGE	1,779,024.03	63,847.38	56,516.72	7,330.66	1,786,354.69
30100A1010000	CASH BUILDING FUND	1,627,931.07	4,468.22	2,065.16	2,403.06	1,630,334.13
	SUBTOTAL COUNTY BUILDING FUND CASH	1,627,931.07	4,468.22	2,065.16	2,403.06	1,630,334.13
20700A1010000	911 SURCHARGE	101,220.31	6,468.36	2,217.85	4,250.51	105,470.82
20900A1010000	CASH ARDMORE LIGHTS & WATER	.00	.00	.00	.00	.00
21100A1010000	CASH FIRE FUND	6,206.30	94.46	.00	94.46	6,300.76
21600A1010000	TITLE III NATIONAL FOREST	93,290.65	.00	.00	.00	93,290.65
22600A1010000	CASH EMER MGT FUND	36,290.78	.00	9,108.58	9,108.58CR	27,182.20
22900A1010000	CASH SPOUSE FUND	474.50	96.00	.00	96.00	570.50
23100A1010000	CASH WIC FUND	82.40CR	.00	.00	.00	82.40CR
23400A1010000	CASH L.E.P.C. GRANT FUND	1,175.32	.00	.00	.00	1,175.32
23401A1010000	CASH CHEYENNE/ORAL WEED GRANT	406.95CR	.00	.00	.00	406.95CR
23402A1010000	CASH HHI/FORESTRY COOP GRANT	.00	.00	.00	.00	.00
23403A1010000	CASH HORSEHEAD II WEED GRANT	.00	.00	.00	.00	.00
23404A1010000	HORSEHEAD WEED GRANT #3	.00	.00	.00	.00	.00
23405A1010000	ALABOUGH FIRE GRANT FUND	.00	.00	.00	.00	.00
23600A1010000	CASH PROVO TWP WTR CDBG	.00	.00	.00	.00	.00
23700A1010000	CASH FALL RIVER WTR CDBG	.00	.00	.00	.00	.00
24800A1010000	CASH 24/7 SOBRIETY TESTING FUND	44,736.98	3,292.00	1,792.88	1,499.12	46,236.10
25000A1010000	M & P CASH	25,394.60	180.00	145.00	35.00	25,429.60
	SUBTOTAL NON-MAJOR COUNTY FUNDS	308,300.09	10,130.82	13,264.31	3,133.49CR	305,166.60
	SUBTOTAL OF COUNTY MANAGED FUNDS	5,633,998.92	288,627.09	362,444.45	73,817.36CR	5,560,181.56
72100A1010000	CASH DUE TO SCHOOLS	157,910.35	218,725.20	159,472.70	59,252.50	217,162.85
72200A1010000	CASH DUE TO TOWNSHIPS	1,181.95	696.63	1,271.02	574.39CR	607.56
72300A1010000	CASH DUE TO CITIES FUND	61,863.96	68,506.81	62,965.86	5,540.95	67,404.91
72340A1010000	CASH ANGOSTURA IRRIGATION DIST	.00	.00	.00	.00	.00
72400A1010000	CASH IGLOO WATER PROJECT DISTRICT	.00	.00	.00	.00	.00
73300A1010000	AMBULANCE DISTRICTS	3,352.60	4,341.10	3,370.56	970.54	4,323.14
73600A1010000	CASH 5% MUNICIPALITIES	.00	.00	.00	.00	.00
76201A1010000	CASH-PINE SHADOW RD DISTRICT	152.98	156.05	152.98	3.07	156.05
76202A1010000	CASH-CASCADE MTN RD DISTRICT	330.66	666.56	330.66	335.90	666.56
76203A1010000	CASH EAGLE VALLEY RD	206.66	109.05	.00	109.05	315.71
76204A1010000	CASH COUNTRY CLUB EST ROAD DISTRICT	281.73	408.37	281.73	126.64	408.37
76205A1010000	CASH COUNTRY VIEW RD DISTRICT	.00	.00	206.66	206.66CR	206.66CR
76206A1010000	CASH HOT BROOK ROAD DISTRICT	175.49	58.79	175.49	116.70CR	58.79

5/13
Nelson
Cooking
at

5/13
Egley
J. 1/21

RISTY

BENEFITS, INC.

February 22, 2016

Sue Ganji
Fall River Auditor
906 N. River St.
Hot Springs, SD 57747

I wish to thank you for all your time and consideration this last Thursday. As a follow up to our meeting, Assurity life is a 125 year old mutual company. They specialize in "Worksite" products, such as Cancer, Accident, Hospital Indemnity and Critical Illness.

You currently have 11 employees on your AFLAC plan – with 7 taking accident coverage and 8 taking cancer. The rest of the contracts are either intensive care, life or vision.

The program we would suggest to offer employees would provide 5 coverages under one umbrella. These include hospital Confinement, Hospital admission, Emergency accident, Diagnostic rider, and Critical Illness. On top of that, it has a wellness rider that will pay an employee up to \$150 to get their annual physical. 94% of all critical illness fall into either Heart Attack, Stroke or Cancer. This plan will pay the employee either a flat \$5,000 or \$10,000 upon first diagnosis. This is the Assurity Basic Hospital Indemnity plan.

As a comparison you have a 48 year old employee who is paying almost \$120 per month for a family accident and cancer plan. The above mentioned plan will cost \$60 per month (with the \$10,000 critical illness benefit)

Our suggestion would be to let those employees who want to keep their current AFLAC plans do so but replace future offerings to the Assurity Basic Hospital indemnity plan. Like the AFLAC plan, once purchased, the rates do not change, the plan is portable and goes with the employee when they retire or terminate and the rates are much more affordable. While not as detailed, the plan is more encompassing offering more services and becomes much more usable to the employee.

Another piece to keep in mind is Assurity representatives are salaried employees and not driven or paid by new business that is placed, so the incentive is not to sell new business as a way of compensation

Thank you for the opportunity to present our alternative options.

Sincerely,

Roger R. Risty

1324 S Minnesota Ave • Sioux Falls, SD 57105
PO Box 90335 • Sioux Falls, SD 57109
phone [605] 338-1489 • fax [605] 338-2823 • ristybenefits.com

Financial Services • 8421 Wavzata Blvd, Suite 350, Minneapolis, MN 55426 • phone [800] 234-1287

March 8, 2016

To: Fall River County Commissioners

I write in regards to wishing to receive approval to do a raffle in the city of Hot Springs and Fall River County. Here are the specifics:

1. We plan to raffle 2 matted and framed prints donated by Dan Alfson.
2. The cost of each ticket will be \$10.
3. We plan to sell 200 tickets.
4. All proceeds will go to benefit the Southern Hills Chapter of the Freshman Impact Program. This program, put on by the South Dakota Highway Patrol, benefits all freshman students in the Southern Hills communities and is a not for profit program under the name C.O.R.E.
5. Our start date will be one month from the date of your approval.
6. Our drawing date will be determined later as we have to wait for start date approval.

You may go to www.freshmanimpact.com to check the validity of the program.

Thank you for your consideration and I look forward to hearing back from you!

If you have any questions, you may call 605-484-0778 or send an email to jsmart@custercountysd.com

Sincerely,

Jennifer Smart



FRESHMAN IMPACT: CAUGHT IN THE MOMENT

IS A POWERFUL ONE-DAY PREVENTION PROGRAM FOR FRESHMAN STUDENTS. THE STUDENTS SEE UP CLOSE AND LEARN THROUGH HANDS-ON ACTIVITIES THE POSSIBLE CONSEQUENCES OF BAD CHOICES AND THE LASTING EFFECTS PHYSICALLY AND EMOTIONALLY ON THEIR BODIES, THEIR FAMILIES AND FRIENDS, AND EVEN THEIR COMMUNITIES.

THE PROGRAM PROMOTES COMMUNICATION AND DEVELOPING RAPPORT BETWEEN YOUTH AND LAW ENFORCEMENT / FIRE/RESCUE PERSONNEL. DEPARTMENTS CAN USE THE PROGRAM AS AN INTERDEPARTMENTAL TRAINING IN EMERGENCY RESPONSE SKILLS WORKING AS A TEAM WITH OTHER AREA DEPARTMENTS AND PROMOTING COMMUNITY RELATIONS.

THE PROGRAM INCLUDES:

In 2014, the following school districts are participating: Bison, Custer County, Douglas, Dupree, Edgemont, Faith, Haakon County, Harding County, Hill City, Hot Springs, Jones County, Kadoka, Lemmon, Lyman County, Macintosh, Newell, New Underwood, Rapid City Area, Rapid City Christian, Stanley County, Wall and White River.

YOUR SUPPORT MATTERS!

IF THIS PROGRAM ONLY SAVES ONE LIFE, IT'S PRICELESS. YOUR CONTRIBUTION CAN MAKE THAT HAPPEN. THANK YOU!

AS THE PROGRAMS GROW, SO DOES THE NEED FOR FUNDS, VOLUNTEERS AND SUPPLIES.

C.O.R.E. ALSO OFFERS SCHOLARSHIPS TO SENIORS IN ELIGIBLE SCHOOL DISTRICTS.

IN 2013, C.O.R.E. AWARDED \$5000.00 IN SENIOR SCHOLARSHIPS.

TO FIND OUT MORE ABOUT THE
FRESHMAN IMPACT PROGRAM
CONTACT:

RICK MCPHERSON

605-431-4672

OR

KELLY STERN

605-685-4331

E-MAIL:

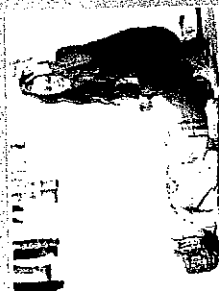
CORE.FRESHMANIMPACT@YAHOO.COM

WEB SITE:

WWW.FRESHMANIMPACT.COM

COMMUNITY ORGANIZED RESOURCES FOR EDUCATING
YOUTH

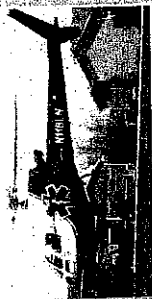




Mock Crash Scene



Highway Patrol
Seatbelt Station



Life Flight



Walking the line with
Fatal Vision Goggles

FRESHMAN IMPACT: CAUGHT IN THE MOMENT

As a 501(c)3 non-profit organization, C.O.R.E depends on support from community businesses and individuals. C.O.R.E. needs your contribution to continue the Freshman Impact program in your community and expand to new communities.

**IF YOUR COMMUNITY IS INTERESTED IN
BRINGING THIS PROGRAM TO YOUR AREA:**
Please see Application on our website.

FRESHMAN IMPACT is an interactive program designed to help teenagers understand the consequences of their decisions and, as a result, make wise choices.

The one-day program consists of multiple learning stations for students ranging from a course simulating drunk driving to a presentation showing what happens in a rollover if you are not wearing your seatbelt. These learning stations are taught by local law enforcement, fire and rescue personnel, and people that have been impacted by the effects of driving under the influence of drugs and alcohol.

The cornerstone of the program is the mock crash scene and sentencing hearing that gives students a very realistic picture of what happens at an alcohol and/or drug-related crash and how bad choices will impact lives for years afterward. A Judicial Circuit Court Judge, State's Attorney and defense attorney portray the legal ramifications of underage drinking and driving.

One of the drawing points for schools and communities is the program's unique ability to address the individual needs of each community and school.

The FRESHMAN IMPACT program is taught by law enforcement and medical personnel, but the program is completely focused on the students.

Another key principle of the program is the important role of parents in helping their children make good decisions. The FRESHMAN IMPACT administration believes that positive decisions about drugs and alcohol begin at home. Parents are encouraged to attend and become involved in the program.



FRESHMAN IMPACT: CAUGHT IN THE MOMENT HISTORY

The idea for the FRESHMAN IMPACT program came after a conversation Deputy McPherson had with Attorney Pat Carlson, a family friend and defense attorney. Deputy McPherson was talking about the troubling trend of underage drinking issues when Attorney Carlson encouraged him to be proactive and do something about it. After this conversation, Deputy McPherson decided to create a program to show teenagers the real consequences of impaired driving, alcohol and drug use, and other risk-taking behaviors.

In late 2005, Deputy McPherson brought the idea to South Dakota Highway Patrol Trooper Kelly Stern. Trooper Stern partnered with Deputy McPherson and the two of them presented the idea to the Wall Schools. In 2006, the first alcohol and drug awareness program was held in Wall. The next year, Philip and Kadoka Schools joined with Wall School creating the Tri-County Alcohol and Drug Awareness Program.

In 2009, the program was started at Douglas High School and included New Underwood. By 2012 the program expanded to five counties and over ten school districts in western South Dakota with several hundred students in attendance. C.O.R.E. has received requests from many school districts throughout South Dakota and adjoining states. Freshman Impact is drawing state-wide attention!

MEMORANDUM OF UNDERSTANDING

Between

SDSU Extension and Counties of South Dakota 2016

In accordance with Chapter 4.05, Section 4.0504, Revised Code of 1939 and as subsequently amended to conduct Extension educational programs in Agriculture and Natural Resources, Family and Consumer Sciences, Community Development and 4H/Youth Development with the complete understanding of all parties concerned. SDSU Extension, the United States Department of Agriculture and the Board of County Commissioners of **Fall River County** enter in the following agreement:

COOPERATIVE EDUCATIONAL PROGRAM DEVELOPMENT

SDSU Extension agrees to give guidance and active assistance to the 4-H Advisor in determining and carrying out 4-H and Youth Development educational programs that will be of greatest benefit to the people in the county. SDSU Extension agrees to assist the 4-H Advisor in the conduct of their work by providing program planning and development, leadership, training, supervision, and subject matter support through Extension specialists, field specialists, publications, and technology information services.

PERSONNEL AND FINANCIAL RESPONSIBILITY OF COOPERATING COUNTY

The Board of County Commissioners agrees to furnish an office suitable to all parties of the Memorandum. The Board of County Commissioners further agrees to provide sufficient funds for qualified office administrative support, 4-H Advisor travel expenses, office supplies, and equipment, postage, demonstration and educational supplies, telephone/internet and related charges and computer/related equipment, subject to the county's budgetary authority.

The Board of County Commissioners agrees to pay annually to South Dakota State University for partial salary support of the 4-H Advisor position. Payments must be made by the 15th day of April in this calendar year. For the calendar year 2016, this is in the amount of \$9,160. This position will work 50% of time in Fall River County. Should the position become vacant during the 2016 calendar year, or portions thereof, the county shall be reimbursed on a pro-rata basis for such period(s) of vacancy at the close of the calendar year.

The Board of County Commissioners agrees to reimburse the 4-H Advisor for official use of their personal vehicle, meals and lodging on official business away from their county office headquarters at rates and policies equal to or above those established by the State Board of Finance. The 4-H Advisor will submit itemized vouchers for official travel expenses to the County Auditor for presentation to the Board of County Commissioners for payment.

The 4-H Advisor will travel within the county to serve clientele and conduct educational programming. Furthermore, the 4-H Advisor will participate in some out-of-county activities that are related to their duties for the county, e.g. State Fair and State 4-H Horse Show, for which the Board of County Commissioners agrees to reimburse travel expenses. The Board of County Commissioners further agrees to allow the 4-H Advisor to participate in some training and special events outside of the county which are related to their duties and continued professional development. For these specific mandated professional development events, SDSU Extension will provide travel reimbursement to the 4-H Advisor.

ACCESS TO CONFIDENTIAL DATA

Access to SDSU Extension data and communications, whether it resides on county-owned or SDSU Extension-owned equipment, shall be restricted to South Dakota State University personnel or their respective designees. As stated in the South Dakota Board of Regents Acceptable Use Policy, information resources and technology should be used to support the operations and missions of the South Dakota Regental System. Accordingly, the Chief Information Technology Office at South Dakota State University will investigate any and all allegations of misuse of technology by SDSU Extension personnel. Allegations of misuse of technology on county-owned equipment by SDSU Extension personnel will be investigated jointly by the SDSU Office of Information Technology, the Vice President of Information

Technology and the appropriate county personnel. SDSU will work with individual counties as requested to establish a standard Third Party Agreement to address network access concerns.

COOPERATIVE PERSONNEL EMPLOYMENT POLICY

It shall be the responsibility of SDSU Extension to screen and certify the qualifications of applicants for a vacant position. The County Commission will be represented in interviewing candidate(s) for the open position and participate in recommending approval or rejection of the candidate's employment by SDSU Extension. Salary will be determined by SDSU Extension with approval of South Dakota State University and the South Dakota Board of Regents.

If the performance of a 4-H Advisor becomes unsatisfactory, his/her employment may be terminated in accordance with South Dakota State University and Board of Regents Personnel policies. In addition, SDSU Extension may need to remove a 4-H Advisor when either appropriated State or Federal funds or the County funds are not adequate to satisfactorily carry on effective 4-H and Youth Development Extension educational programs in the county.

The employment policies of SDSU Extension and parties to this cooperative agreement are required to conform to provisions of the Civil Rights Act of 1964 and related amendments thereto prohibiting discrimination.

APPROVAL AND/OR MODIFICATION OF MEMORANDUM

This memorandum will be in effect when the Board of County Commissioners and SDSU Extension approve it. It supersedes all previously signed agreements and shall remain in effect until it is expressly terminated in writing by one or more of the parties concerned. This agreement should be reviewed at the first meeting of the County Commission each year for purposes of informing new members and reacquainting experienced members with its provisions.

DATE

CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS

DATE

DIRECTOR, SDSU EXTENSION

SDSU

Extension



COUNTY 4-H ADVISOR SALARY BILLING

INVOICE # 0116-1

FOR CALENDAR YEAR 2016

COUNTY Fall River

Amount Due From County

\$9,160

Due Date: April 15, 2016

MAKE CHECKS PAYABLE TO:

SDSU EXTENSION

SDSU, BOX 2207D SAG 152

BROOKINGS SD 57007

F2=Boards F20=Notes
 F3=Soils F4=Sales
 F5=5 Yrs Taxable\$
 F6=Sp Assmts F8=Tax
 F9=FAQs F10=Priv \$
 F11=Log F13=ROB
 Special Asmnt: Others:

Inspected On: 0/00/00
 Escrow

Owner Occ Y
 TRACT A IN FARM UNIT #49

3: 5: 7:
 Legal Dsc1: TRACT A IN FARM UNIT #49
 3: 5: 7:

EXEMPT CODE FINAL VAL
 GROWTH

30990
 149210
 180200

Qry Flag:
 Temp Flag:

Key: 59000 00000 04910
 00-00
 Owner Name: WELSH, RYAN MARK &
 and Name: RACHEL RENEE
 ing Address: 14349 WG FLATS LOOP
 ORAL SD 57766
 erty Address: 14349 W G FLATS LOOP

Leased Site?

Xmpt:

Legal Dsc1: TRACT A IN FARM UNIT #49

3: 5: 7:

CLSS # ACRES LOTBLD F&T VALUE

Land
 Bldg
 -Ag Land C-S 1.00 30990
 -Ag Bldg C1-S 1 149210
 er Bldgs 180200

ments:

10,947.55

[illegible]

Project #L16-04-24

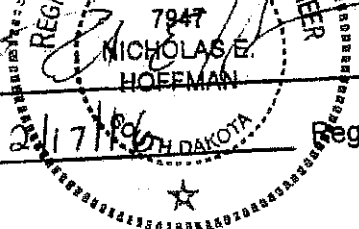
Documents and General Conditions For

ORAL ROAD, SOUTH ANGOSTURA ENTRANCE
AND NORTH ANGOSTURA ENTRANCE CHIP SEAL
FALL RIVER COUNTY, SOUTH DAKOTA

February 2016

Prepared for:
Fall River, South Dakota

I HEREBY CERTIFY that these plans and specifications were prepared by me or under my direct supervision and that I am a duly Registered Engineer under the laws of the State of South Dakota.


Date 2/17/16 Reg No. 7947
NICHOLAS E. HOFFMAN

Prepared By:

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ADVERTISEMENT

Sealed proposals for furnishing all necessary labor, tools, materials and equipment, and performing all work required to construct completely all portions of the project described as Oral Road, South Angostura Entrance and North Angostura Entrance Chip Seal, Fall River County, SD, in accordance with plans and specifications prepared by Interstate Engineering, Inc. of Spearfish, South Dakota, will be received until 10:00 am on the 11th of March, 2016, at which time they will be publicly opened and read aloud at the Fall River County Auditor's office in the Fall River County Court House, Hot Springs, South Dakota 57747. Proposals shall be filed at the office of the Fall River County Auditor, 906 N. River Street, Hot Springs, South Dakota 57747 and shall be marked:

Proposal For:

ORAL ROAD, SOUTH ANGOSTURA ENTRANCE AND NORTH ANGOSTURA ENTRANCE CHIP SEAL FALL RIVER COUNTY, SOUTH DAKOTA

The major division of work contemplated under this proposal is as follows:

Oral Road – Chip Seal of 8.60 miles
South Angostura Entrance – Chip Seal of 3.40 miles
North Angostura Entrance – Chip Seal of 2.05 miles

Payments to the Contractor will be made in cash, based on monthly estimates for work completed, subject to the retained percentages as specified in the Information for Bidders.

All proposals will be made on the forms furnished by the Owner. Each bidder shall submit with his proposal a certified check or cashier's check, in the amount not less than five percent (5%) of the total amount of the bid, or Bid Bond in the amount of ten percent (10%) of the total amount of the bid, and made payable to the Fall River County, South Dakota, as a guarantee of the bidder entering into a contract for the construction of the work and furnishing of a 100% performance and a 100% payment bond.

The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, or gender. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, creed, color, national origin, or gender.

Copies of the plans and specifications are on file and open to public inspection at the Fall River County Highway Department, Hot Springs, South Dakota, Interstate Engineering, Inc., Spearfish, South Dakota, and the Construction Industry Center in Rapid City, South Dakota.

Plans and Specifications may be obtained from Interstate Engineering, Inc., 123 E. Jackson Blvd., Suite 1, P. O. Box 226, Spearfish, South Dakota, 57783. Unsuccessful bidders must return the plans and specifications within 7 days after the bid letting or a \$50 fee will be charged.

The OWNER reserves the right to reject any or all bids or to waive any informalities there in.

FALL RIVER COUNTY, SOUTH DAKOTA

By: _____
County Auditor

Date: _____

This advertisement is being published twice at an approximate cost of \$_____

NOTICE AND INSTRUCTIONS TO BIDDERS

Time of Commencement and Completion:

Award of the contract will be made within 10 days of the bid opening.

The Contractor shall commence work within 10 consecutive calendar days after issuance of written Notice to Proceed.

The project completion date is July 15, 2016.

Proposal Requirements and Conditions:

Proposal requirements and conditions shall be set forth in the General Conditions contained herein except as modified below.

All proposals must be upon the printed forms. Proposals must be enclosed in a sealed envelope endorsed and addressed as follows:

Fall River County
906 N. River Street
Hot Springs, SD 57747

Contractors Bid for:

ORAL ROAD, SOUTH ANGOSTURA ENTRANCE
AND NORTH ANGOSTURA ENTRANCE CHIP SEAL
FALL RIVER COUNTY, SOUTH DAKOTA

Contract Bond and Payment Bond:

Separate performance and payment bonds in the amount of One Hundred Percent (100%) of the contract valid for one year after final acceptance will be required for this project.

Contractor's Contractual Coverage:

Each and every policy for liability insurance, carried by each Contractor and Subcontractor, as required under this contract, shall include a "Contractual Liability Coverage" endorsement and each certificate evidencing any such coverage shall indicate that the policy to which it pertains contains such endorsement.

Proof of Carriage of Insurance:

Contractor shall furnish the Owner with satisfactory proof of coverage of all insurance required. Copies of policies of all insurance coverage shall be furnished to the Owner at Owner's request.

Taxes

Contractor shall, without additional expense to the Owner, pay all applicable Federal, State and Local taxes of every kind except taxes and assessments on the real property comprising the site of the project. Said taxes shall be considered incidentals and included in the total bid. Contractor shall furnish the Owner with statements evidencing payment of any sales, use or excise tax and whatever documents are necessary for the Owner to make request for tax refund as provided by law. Such statements and documents shall be furnished to the Owner in quintuplicate before final payment on the contract is made to the Contractor.

Bidder's Responsibility:

Before submitting proposals, bidders shall carefully examine the entire site of the proposed work and adjacent premises and the various means of approach in access to the site, and make all investigations to inform themselves thoroughly as to all facilities for delivery, handling and placing materials at the site. They shall inform themselves thoroughly as to all difficulties involved in the completion of all work under this contract in accordance with its requirements.

No plea of ignorance of conditions that exist or may hereafter exist or of conditions or difficulties that may be encountered in the execution of the work under this contract as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omissions on the part of the Contractor to fulfill in every detail, all requirements of the contract documents or will be accepted as a basis for any claim whatsoever for extra compensation or for an extension of time.

Intent of Plans and Specifications:

If any prospective bidder is in doubt as to the meaning or intent of any part of the plans and/or specifications, he may request clarification or interpretation thereof by written request to the Engineer. Such clarification or interpretation shall be issued in the form of an addendum and shall be supplied to all prospective bidders.

Lines and Grades:

All original control stakes for lines and grades will be given by the Engineer. Additional intermediate stakes required for replacement of original stakes shall be the responsibility of the Contractor.

Partial Payments:

Partial payments will be made on a monthly basis as set forth in the General Conditions GC-14. Retainage on Partial Payments shall be set at 10% of the work completed.

Liquidated Damages:

In the event that the Contractor fails to complete the work in accordance with the time of completion as set forth herein, the Contractor shall be assessed liquidated damages in the amount of \$450.00 per day for each and every calendar day that the work shall remain uncompleted. This amount is based on the schedule found in Section 14.17(c) of the General Conditions.

Exemption from the Payment of the Federal Tax on Transportation of Property:

The Contractor shall be authorized to ship all property necessary for the work to the Owner, in care of the Contractor, exempt from payment of Federal Tax with the distinct understanding that all benefits from such exemption shall be reflected in the Contractor's bid and that all transportation charges shall be borne by the Contractor.

Preliminary Site Inspection:

A representative of the Engineer will be available, prior to the date and time of bidding, during his regular office hours, to accompany any prospective bidder to the work site to point out the proposed areas of construction and to answer questions which the prospective bidder may have concerning the project.

Unemployment Compensation:

The Contractor shall pay the State of South Dakota Employment Security Department all contributions and interest due under the provisions of Section 17.0822 SDC 1960 Supp; on wages paid to individuals employed in the performance of this contract. Before final payment will be due on this contract, the Contractor will be required to furnish a certification from the Employment Security Department, Aberdeen, South Dakota, that said contributions and interest has been paid.

Consideration of Proposals:

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit prices. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern.

The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if best interests of the Owner will be promoted thereby.

Award of the Contract:

The award of contract, if it is awarded, will be to the lowest competent and responsible bidder whose proposal complies with the requirements prescribed. The award of the bid will be based on the combined bid of Oral Road, South Angostura Entrance and North Angostura Entrance.

Alternates

Contractor shall bid all alternates. Failure to do so may disqualify the contractor's bid. The lowest total cost of the base bid and selected alternates shall be used to establish the lowest bidder.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ as Principal, and _____
_____ as Surety, are hereby held and firmly bound unto the
Fall River County, as Owner in the penal sum of \$ _____ for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns.

Signed this day _____ of _____, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to the
Fall River County a certain bid, attached hereto and hereby made a part hereof to enter into a
contract in writing for construction of ORAL ROAD, SOUTH ANGOSTURA ENTRANCE AND
NORTH ANGOSTURA ENTRANCE CHIP SEAL, FALL RIVER COUNTY, SOUTH DAKOTA

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form
of Contract attached hereto (properly completed in accordance with said bid) and shall furnish
a bond for his faithful performance of said contract, and for the payment of all persons
performing labor or furnishing materials in connection herewith, and shall in all other respects
perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its bond shall be in no way impaired or affected by any extension of the time within
which the Owner may accept such Bid; and said Surety does hereby waive notice of any such
extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and
seals, and such of them as are corporations have caused their corporate seals to be hereto affixed
and these presents to be signed by their proper officers, the day and year first set forth above.

(Seal)

Principal

(Seal)

Surety

By

BID FORM
ORAL ROAD, SOUTH ANGOSTURA ENTRANCE
AND NORTH ANGOSTURA ENTRANCE CHIP SEAL
FALL RIVER COUNTY, SOUTH DAKOTA

Date March 11, 2016

TO: Fall River County
906 N. River Street
Hot Springs, SD 57747

The undersigned, being familiar with the local conditions affecting the work, Contract Documents, including the Instructions for Executing Contract, Form of Construction Contract, Form of Performance and Payment Bond, Acknowledgment of Surety, General Conditions, Special Conditions, Technical Specifications, Addenda and Plans which govern the purchase of material and labor and the awarding of contracts, hereby proposes to do all the work and provide all the equipment which pertains to the items of work described in this Bid Form to ORAL ROAD, SOUTH ANGOSTURA ENTRANCE AND NORTH ANGOSTURA ENTRANCE CHIP SEAL, FALL RIVER COUNTY, SOUTH DAKOTA, as provided for in the Plans and Specifications dated February 2016, for the following: **The bidder must bid the Oral Road and South Angostura Entrance and North Angostura Entrance and show the combined total base bid.

Oral Road Base Bid two hundred sixty thousand two hundred forty ⁵³/₁₀₀ (Dollars)

\$ 207,240.⁵³

South Angostura Entrance Base Bid seventy six thousand eight hundred eighty three ⁶⁰/₁₀₀ (Dollars)

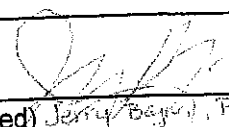
\$ 76,883.⁶⁰

North Angostura Entrance Base Bid forty three thousand seven hundred ninety ³⁰/₁₀₀ (Dollars)

\$ 43,791.³⁰

Combined Base Bid three hundred twenty seven nine hundred ⁴³/₁₀₀ (Dollars)

\$ 327,915.⁴³


(Signed) Jerry Bay, President

Bituminous Paving, Inc.
(Company)

Bidder Acknowledges Receipt of the following Addendum:

Addendum No. _____ Date _____

Addendum No. _____ Date _____


(Signed)

BID FORM
ORAL ROAD, SOUTH ANGOSTURA ENTRANCE
AND NORTH ANGOSTURA ENTRANCE CHIP SEAL
FALL RIVER COUNTY, SOUTH DAKOTA

Oral Road

BID ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED COST
009E0010	Mobilization	LS	1	19,000. ⁰⁰	19,000. ⁰⁰
120E0100	Unclassified Excavation, Digouts	CY	2	50. ⁰⁰	100. ⁰⁰
250E0010	Incidental Work	LS	1	500. ⁰⁰	500. ⁰⁰
320E1200	Asphalt Composite Type E1	Ton	4.2	300. ⁰⁰	1,260. ⁰⁰
360E0042	CRS-2P Asphalt for Surface Treatment	Ton	183.69	438. ⁰⁰	80,456. ⁰⁰
360E1030	Type 2A Cover Aggregate	Ton	1659.7	38. ⁰⁰	63,068. ⁶⁰
330E0310	CSS-1h or SS-1h for Fog Seal	Ton	34.44	754. ⁰⁰	25,967. ⁷⁶
330E3000	Sand for Fog Seal	Ton	5.0	20. ⁰⁰	100. ⁰⁰
634E0010	Flagging	Hr	160	35. ⁰⁰	5,600. ⁰⁰
364E0020	Pilot Car	Hr	32	40. ⁰⁰	1,280. ⁰⁰
364E0110	Traffic Control Signs	SF	408	4.50	1,836. ⁰⁰
634E0120	Traffic Control Miscellaneous	LS	1	2,000. ⁰⁰	2,000. ⁰⁰
634E0630	Temporary Pavement Marking	Mile	8.60	520. ⁰⁰	4,472. ⁰⁰
633E6045	Pavement Marking Masking, Railroad Crossing	Each	2	800. ⁰⁰	1,600. ⁰⁰

ORAL ROAD BASE BID 1207,240.⁵⁸

BID FORM
 ORAL ROAD, SOUTH ANGOSTURA ENTRANCE
 AND NORTH ANGOSTURA ENTRANCE CHIP SEAL
 FALL RIVER COUNTY, SOUTH DAKOTA

South Angostura Entrance

BID ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED COST
009E0010	Mobilization	LS	1	7,400. ⁰⁰	7,400. ⁰⁰
250E0010	Incidental Work	LS	1	500. ⁰⁰	500. ⁰⁰
360E0042	CRS-2P Asphalt for Surface Treatment	Ton	71.7	438. ⁰⁰	31,404. ⁶⁰
360E1030	Type 2A Cover Aggregate	Ton	643.5	38. ⁰⁰	24,453. ⁰⁰
330E0310	CSS-1h or SS-1h for Fog Seal	Ton	13.5	377. ⁰⁰	5,089. ⁵⁰
330E3000	Sand for Fog Seal	Ton	5.0	20. ⁰⁰	100. ⁰⁰
634E0010	Flagging	Hr	60	35. ⁰⁰	2,100. ⁰⁰
364E0020	Pilot Car	Hr	12	40. ⁰⁰	480. ⁰⁰
364E0110	Traffic Control Signs	SF	353	4. ⁵⁰	1,588. ⁵⁰
634E0120	Traffic Control Miscellaneous	LS	1	2,000. ⁰⁰	2,000. ⁰⁰
634E0630	Temporary Striping	Mile	3.40	520. ⁰⁰	1,768. ⁰⁰

SOUTH ANGOSTURA ENTRANCE BASE BID \$ 76,883.⁶⁰

BID FORM
ORAL ROAD, SOUTH ANGOSTURA ENTRANCE
AND NORTH ANGOSTURA ENTRANCE CHIP SEAL
FALL RIVER COUNTY, SOUTH DAKOTA

North Angostura Entrance

BID ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED COST
009E0010	Mobilization	LS	1	5,000. ⁰⁰	5,000. ⁰⁰
250E0010	Incidental Work	LS	1	500. ⁰⁰	500. ⁰⁰
360E0042	CRS-2P Asphalt for Surface Treatment	Ton	37.7	438. ⁰⁰	16,512. ⁶⁰
360E1030	Type 2A Cover Aggregate	Ton	340	38. ⁰⁰	12,920. ⁰⁰
330E0310	CSS-1h or SS-1h for Fog Seal	Ton	7.1	377. ⁰⁰	2,676. ⁷⁰
330E3000	Sand for Fog Seal	Ton	5.0	20. ⁰⁰	100. ⁰⁰
634E0010	Flagging	Hr	40	35. ⁰⁰	1,400. ⁰⁰
364E0020	Pilot Car	Hr	8	40. ⁰⁰	320. ⁰⁰
364E0110	Traffic Control Signs	SF	288	4.50	1,296. ⁰⁰
634E0120	Traffic Control Miscellaneous	LS	1	2,000. ⁰⁰	2,000. ⁰⁰
634E0630	Traffic Control	Mile	2.05	520. ⁰⁰	1,066. ⁰⁰

NORTH ANGOSTURA ENTRANCE BASE BID \$ 43,791.³⁰

COMBINED BASE BID \$ 327,915.⁴⁸

ACKNOWLEDGMENT OF RETURN OF BID SECURITY

Being an unsuccessful bidder, the undersigned acknowledges the return of his bid security,

a Bid Bond

No. _____ in the amount of \$ 10th

Billings Paving, Inc.
Bidder

By Jerry B. [Signature]
President
Title

March 11, 2016
Date

INSTRUCTIONS FOR EXECUTING CONTRACT

If the Contractor be a corporation, the following certificate shall be executed:

I, _____, certify that I am the Secretary of the Corporation named as Contractor hereinabove; that _____, who signed the foregoing contract on behalf of the Contractor was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL

Secretary

If the contract be signed by the Secretary of the Corporation, the above certificate shall be executed by some other officers of the corporation, under the corporate seal. In lieu of the foregoing certificate there may be attached to the contract copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the corporate seal to be true copies.

Any corporation doing business in the State of South Dakota must first file and receive such authorization from the Secretary of State of South Dakota as required by law, Chapters 47-2 and 47-8 of the South Dakota Codified Laws of 1967 as amended.

The full name and business address of the contractor shall be inserted and the contract shall be signed with his official signature. Please have the name of the signing party or parties typewritten or printed under all signatures to the contract.

If the contractor should be operating as a partnership, each partner shall sign the contract. If the contract be not signed by each partner, there shall be attached to the contract a duly authenticated Power of Attorney evidencing the signers (signers') authority to sign such contract for and in behalf of the partnership.

If the contractor be an individual, the trade name (if the Contractor be operating under a trade name) shall be indicated in the contract and the contract shall be signed by such individual.

If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated Power of Attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.

PROJECT:

ORAL ROAD, SOUTH ANGOSTURA ENTRANCE
AND NORTH ANGOSTURA ENTRANCE CHIP SEAL
FALL RIVER COUNTY, SOUTH DAKOTA

PLANS AND SPECIFICATIONS PREPARED BY INTERSTATE ENGINEERING, INC.

CONSTRUCTION CONTRACT

THIS CONTRACT, made the _____ day of _____, 2016, by and between _____ hereinafter called the "Contractor", and Fall River County, hereinafter called the "Owner".

WITNESSES: That the Contractor and the Owner of the consideration herein stated agree as follows:

ARTICLE I, SCOPE OF WORK - The Contractor shall provide and furnish all of the plant, labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner and ready for operation all work required for constructing the project - all in strict accordance with the Plans and Specifications, including any and all addenda, which Plans and Specifications are made a part of this contract, and in strict compliance with the Contractor's Proposal and other contract documents herein mentioned which are in part of this contract.

ARTICLE II, TIME FOR COMPLETION - The work under this contract shall be commenced within ten (10) consecutive calendar days after date of issuance of Notice to Proceed by the Engineer, and shall be completed by July 15, 2016. Contractor shall note General Conditions, GC-14, Time of Completion and Schedule of Liquidated Damages.

ARTICLE III, THE CONTRACT PRICE - The Owner shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds as follows: By monthly progress payments for work completed at the contract unit prices.

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

ARTICLE IV, PROGRESS PAYMENTS - Partial Payments shall be made on a monthly basis for work completed and accepted.

ARTICLE V, ACCEPTANCE AND FINAL PAYMENT - Final payment shall be due within thirty (30) days after the completion and acceptance of the public improvement by the Owner.

Upon receipt of written notice from the Contractor that the work is ready for final inspection and acceptance, the Engineer or his authorized representative or both shall make such inspection with representatives of the Contractors and the Owner, and when it is found that the work is acceptable under the contract and the contract fully performed as evidenced by inspection, the Engineer and the Owner shall promptly approve the final voucher for payment.

The Contractor shall submit evidence satisfactory to the Engineer that all claims of unpaid payrolls, material bills, and other indebtedness connected with the work have been satisfied, prior to approval of the final payment.

ARTICLE VI, COMPONENT PARTS OF THIS CONTRACT - This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. This Instrument (Contract) (Supplements)
2. General Conditions
3. Supplementary Conditions
4. Technical Specifications, including Addenda No.
5. Plan Sheets
6. Contractor's Proposal (Bid Form)
7. Performance and Payment Bond
8. Instructions to Bidders
9. Advertisement for Bids

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts the day and year first above written:

CONTRACTOR: _____

By _____

(Seal)

_____ Title

Attest:

OWNER: _____

(SEAL)

By _____

(Seal)

_____ Title

Attest:

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

(Contractor)

hereinafter called the "Principal", and _____

(Surety)

a corporation, organized and existing under the laws of the State of _____
and duly authorized to transact business in the State of South Dakota, Surety, hereinafter called
"Surety", are held and firmly bound unto the Fall River County, as obligee and hereinafter called
"Obligee", in the just and full sum of _____ dollars
(\$ _____) lawful

money of the United States of America to be paid to the said _____
which payment will and truly to be made, we bind ourselves, our heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that:

WHEREAS, the above Principal has entered into the Contract with said Obligee, dated this
_____ day of _____, 2016 for construction of **ORAL ROAD, SOUTH
ANGOSTURA ENTRANCE AND NORTH ANGOSTURA ENTRANCE CHIP SEAL, FALL RIVER
COUNTY, SOUTH DAKOTA**, which contract is herein referred to and made a part hereof as fully
and to the same extent as if the same were entirely written.

WHEREAS, it was one of the conditions of the award of the said Obligee pursuant to which said
Contract was entered into, that these presents should be executed.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that
no change, extension of time, alteration or addition to the terms of the contract or to the work to be
performed thereunder or the Plans and Specifications accompanying the same shall in any wise
affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of
time, alteration or addition to the terms of the contract or to the work or to the Plans and
Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the above Principal shall in all respects comply with the terms and
conditions of said Contract and his (their or its) obligations thereunder, including the Plans and
Specifications therein referred to and made a part thereof, and such alteration as may be made in
such Plans and Specifications as herein or therein provided for, then this obligations to be void, or
otherwise to be and remain in full force, effect and virtue.

And the further condition of this bond is that in the event said Principal shall fail to pay all just
claims and demands on the part of any employee, persons, firms or corporations for labor and
materials furnished for or used in connection with the prosecution of the work under said Contract,
or pay all taxes which may accrue to the State of South Dakota under the provisions of the "Use
Tax Act of 1939", and Sections 5-21-3 and 5-21-4 of the South Dakota Codified Laws of 1967, as
amended then this bond and the sureties thereon shall be responsible to such persons, firms or
corporations, and the State of South Dakota for the full payment of the full value of such labor and
materials so furnished including the payment of South Dakota Use Tax.

SIGNED and sealed this _____ day of _____, 2016.

In presence of:

WITNESSES:

1. _____
2. _____
3. _____

ATTEST:

Affix Corporate Seal

ATTEST:

Countersigned By:

South Dakota Resident Agent

Individual Principal

as to _____ (Seal)

as to _____ (Seal)

as to _____ (Seal)

Corporate Principal

Business Name

Business Address

By _____

Title

Corporate Surety

Business Name

Business Address

ACKNOWLEDGMENT OF PRINCIPAL
(Individual)

STATE OF _____ }
COUNTY OF _____ } SS

On this _____ day of _____, 2016, before me personally appeared _____, known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My Commission Expires _____

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL
(Partnership)

STATE OF _____ }
COUNTY OF _____ } SS

On this _____ day of _____, 2016, before me personally appeared _____, who acknowledged himself to be one of the partners of _____, a partnership, and that he, as such partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the partnership by himself as partner.

My Commission Expires _____

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL
(Corporation)

STATE OF _____ }
COUNTY OF _____ } SS

On this _____ day of _____, 2016, before me personally appeared _____, who acknowledged himself to be the _____ of _____, a corporation, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as _____.

My Commission Expires _____

Notary Public

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF _____ }
COUNTY OF _____ } SS

On this _____ day of _____, 2016, before me, a Notary Public, personally appeared _____, who being by me duly sworn, did say that he is the _____ of _____, a corporation duly organized and existing under the laws of the State of _____, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledges that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at _____, the day and year last above written.

My Commission Expires _____ Notary Public

ACKNOWLEDGMENT OF SURETY
(Attorney-In-Fact)

STATE OF _____ }
COUNTY OF _____ } SS

On this _____ day of _____, 2016, before me personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed as attorney in fact for _____, and acknowledged that he executed the same as the act of his principal for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto subscribe my name and affixed my official seal at _____, the day and year last above written.

My Commission Expires _____ Notary Public

APPROVAL

Certificate of Owner's Attorney
Approved as to form this _____ day of _____, 2016.

Owner's Attorney

NOTICE OF AWARD

To: _____

PROJECT DESCRIPTION: _____

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated _____, 2016.

You are hereby notified that your Bid has been accepted in the amount of \$ _____,
(_____ dollars)

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner acceptance of your Bid abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2016.

Owner

By

Title

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged

by _____

this the _____ day of _____, 2016.

By

Title

NOTICE TO PROCEED

To: _____

Date: _____

Project: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2016, on or before _____, 2016, and you are to complete the WORK outlined in the Construction Contract. The completion date of all WORK is therefore _____, 2016.

Owner

By

Title

ACCEPTANCE OF NOTICE

Receipt of this NOTICE TO PROCEED is hereby acknowledged this the _____ day of _____, 2016.

By: _____

Title: _____

CHANGE ORDER

Order No. _____

Date _____

Agreement Date _____

NAME OF PROJECT _____

OWNER _____

CONTRACTOR _____

The Following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE: \$

Original CONTRACT PRICE: \$

Current CONTRACT adjusted by previous CHANGE ORDER: \$

The CONTRACT PRICE due to this CHANGE ORDER will be
(increased/decreased) by: \$

The new CONTRACT including this CHANGE ORDER will be: \$

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased/decreased) by _____ calendar days.

The date for completion of all work will be _____ (date)

Requested by _____

Recommended by _____

Ordered by _____

Accepted by _____

Federal Agency Approval (where applicable) _____

STOP WORK ORDER

To: _____

Date: _____

Project: _____

You are hereby notified to stop work in accordance with the Agreement dated _____, 2016, on or before _____, 2016, and you have _____ consecutive calendar days to complete the contract.

REASON FOR ORDER: _____

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above STOP WORK ORDER

is hereby acknowledged by

this the _____ day

of _____, 2016.

By _____

Title _____

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Bituminous Paving, Inc.
P.O. Box 6
Ortonville, MN 56278

as Principal, hereinafter called Principal, and

Federal Insurance Company
15 Mountain View Road
Warren, NJ 07059

a corporation duly organized under the laws of the State of Indiana
as Surety, hereinafter called Surety, are held and firmly bound unto

Fall River County
906 N. River Street
Hot Springs, SD 57747

as Obligee, hereinafter called Obligee, in the sum of Ten Percent (10%) of Total Amount Bid

Dollars (10%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

ORAL ROAD, SOUTH ANGOSTURA ENTRANCE AND NORTH ANGOSTURA ENTRANCE CHIP SEAL, FALL RIVER COUNTY,
SD

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

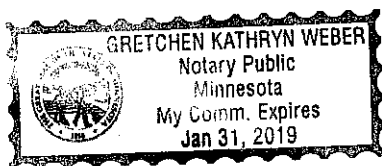
Signed and sealed this 11th day of March, 2016.

<u>Hutchens Weber</u> (Witness)	{	<u>Bituminous Paving, Inc.</u> (Principal) (Seal)
		<u>John E. Tauer</u> (Title) President
<u>[Signature]</u> (Witness)	{	<u>Federal Insurance Company</u> (Surety) (Seal)
		<u>John E. Tauer</u> (Title) Attorney-in-Fact

CORPORATE ACKNOWLEDGMENT

State of Minnesota)
) ss
 County of Big Stone)

On this 11th day of March 2016, before me appeared Jerry Bajari,
 to me personally known, who, being by me duly sworn, did say that he/she is the President
 of Bituminous Paving, Inc., a corporation, that the seal affixed to the
 foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in
 behalf of said corporation by authority of its Board of Directors, and that said Jerry Bajari
 acknowledged said instrument to be the free act and deed of said corporation.

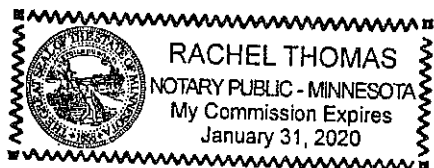


Gretchen Kathryn Weber
 Notary Public Big Stone County, MN
 My commission expires 1/31/19

SURETY ACKNOWLEDGMENT

State of Minnesota)
) ss
 County of Hennepin)

On this 11th day of March 2016, before me appeared John E. Tauer,
 to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of
Federal Insurance Company, a corporation, that the seal
 affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was
 executed in behalf of said corporation by authority of its Board of Directors; and that said
John E. Tauer acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
 Notary Public Ramsey County, Minnesota
 My commission expires 1/31/2020



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Melinda C. Blodgett, R. C. Bowman, Jack Cedarleaf II, D. R. Dougherty, Sandra M. Doze, R. Scott Egginton, R. W. Frank, Linda K. French, Ted Jorgensen, Emily Keiser, Joshua R. Loftis, Kurt C. Lundblad, Brian J. Oestreich, Jerome T. Ouimet, Craig H. Remick, Nicole M. Stillings, John E. Tauer, Rachel A. Thomas and Lin Ulven of Minneapolis, Minnesota

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations. In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **27th** day of **April, 2015**.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **27th** day of **April, 2015** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316886
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **11th** day of **March**, 2016



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

BID FORM
 ORAL ROAD, SOUTH ANGOSTURA ENTRANCE
 AND NORTH ANGOSTURA ENTRANCE CHIP SEAL
 FALL RIVER COUNTY, SOUTH DAKOTA

Oral Road

BID ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED COST
009E0010	Mobilization	LS	1	\$ 10,105 ⁰⁰	\$ 10,105 ⁰⁰
120E0100	Unclassified Excavation, Digouts	CY	2	\$ 260 ⁰⁰	\$ 520 ⁰⁰
250E0010	Incidental Work	LS	1	\$ 2,250 ⁰⁰	\$ 2,250 ⁰⁰
320E1200	Asphalt Composite Type E1	Ton	4.2	\$ 355 ⁰⁰	\$ 1,491 ⁰⁰
360E0042	CRS-2P Asphalt for Surface Treatment	Ton	183.69	\$ 500 ⁰⁰	\$ 91,845 ⁰⁰
360E1030	Type 2A Cover Aggregate	Ton	1659.7	\$ 33 ¹⁰	\$ 54,936 ⁰¹
330E0310	CSS-1h or SS-1h for Fog Seal	Ton	34.44	\$ 620 ⁰⁰	\$ 21,352 ⁸⁰
330E3000	Sand for Fog Seal	Ton	5.0	\$ 95 ⁰⁰	\$ 475 ⁰⁰
634E0010	Flagging	Hr	160	\$ 27 ⁰⁰	\$ 4,320 ⁰⁰
364E0020	Pilot Car	Hr	32	\$ 46 ⁰⁰	\$ 1,472 ⁰⁰
364E0110	Traffic Control Signs	SF	408	\$ 4 ¹⁵	\$ 1,693 ²⁰
634E0120	Traffic Control Miscellaneous	LS	1	\$ 1,248 ⁰⁰	\$ 1,248 ⁰⁰
634E0630	Temporary Pavement Marking	Mile	8.60	\$ 468 ⁰⁰	\$ 4,024 ⁸⁰
633E6045	Pavement Marking Masking, Railroad Crossing	Each	2	\$ 780 ⁰⁰	\$ 1,560 ⁰⁰

ORAL ROAD BASE BID \$ 197,292⁸¹

BID FORM
 ORAL ROAD, SOUTH ANGOSTURA ENTRANCE
 AND NORTH ANGOSTURA ENTRANCE CHIP SEAL
 FALL RIVER COUNTY, SOUTH DAKOTA

South Angostura Entrance

BID ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED COST
009E0010	Mobilization	LS	1	\$ 2,961⁰⁰	\$ 2,961⁰⁰
250E0010	Incidental Work	LS	1	\$ 110⁰⁰	\$ 110⁰⁰
360E0042	CRS-2P Asphalt for Surface Treatment	Ton	71.7	\$ 500⁰⁰	\$ 35,850⁰⁰
360E1030	Type 2A Cover Aggregate	Ton	643.5	\$ 31¹⁵	\$ 20,012⁸⁵
330E0310	CSS-1h or SS-1h for Fog Seal	Ton	13.5	\$ 620⁰⁰	\$ 8,370⁰⁰
330E3000	Sand for Fog Seal	Ton	5.0	\$ 60⁰⁰	\$ 300⁰⁰
634E0010	Flagging	Hr	60	\$ 27⁰⁰	\$ 1,620⁰⁰
364E0020	Pilot Car	Hr	12	\$ 46⁰⁰	\$ 552⁰⁰
364E0110	Traffic Control Signs	SF	353	\$ 4¹⁵	\$ 1,464⁹⁵
634E0120	Traffic Control Miscellaneous	LS	1	\$ 1,248⁰⁰	\$ 1,248⁰⁰
634E0630	Temporary Striping	Mile	3.40	\$ 468⁰⁰	\$ 1,591²⁰

SOUTH ANGOSTURA ENTRANCE BASE BID ~~\$ 74,080⁰⁰~~

BID FORM
 ORAL ROAD, SOUTH ANGOSTURA ENTRANCE
 AND NORTH ANGOSTURA ENTRANCE CHIP SEAL
 FALL RIVER COUNTY, SOUTH DAKOTA

North Angostura Entrance

BID ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED COST
009E0010	Mobilization	LS	1	\$1,035⁰⁰	\$1,035⁰⁰
250E0010	Incidental Work	LS	1	\$110⁰⁰	\$110⁰⁰
360E0042	CRS-2P Asphalt for Surface Treatment	Ton	37.7	\$500⁰⁰	\$18,850⁰⁰
360E1030	Type 2A Cover Aggregate	Ton	340	\$35²⁵	\$11,985⁰⁰
330E0310	CSS-1h or SS-1h for Fog Seal	Ton	7.1	\$750⁰⁰	\$5,325⁰⁰
330E3000	Sand for Fog Seal	Ton	5.0	\$49⁰⁰	\$245⁰⁰
634E0010	Flagging	Hr	40	\$27⁰⁰	\$1,080⁰⁰
364E0020	Pilot Car	Hr	8	\$46⁰⁰	\$368⁰⁰
364E0110	Traffic Control Signs	SF	288	\$4¹⁵	\$1,195²⁰
634E0120	Traffic Control Miscellaneous	LS	1	\$1,248⁰⁰	\$1,248⁰⁰
634E0630	Traffic Control	Mile	2.05	\$468⁰⁰	\$959⁴⁰

NORTH ANGOSTURA ENTRANCE BASE BID ~~\$42,400⁶⁰~~

COMBINED BASE BID ~~\$313,773⁴⁷~~

ACKNOWLEDGMENT OF RETURN OF BID SECURITY

Being an unsuccessful bidder, the undersigned acknowledges the return of his bid security,

a _____

No. _____ in the amount of \$ _____

HILLS MATERIALS COMPANY
Bidder

By JOHN KRISTIN

REGIONAL MANAGER
Title

3/11/2016
Date



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2014

Assets		Liabilities	
Cash and Bank Deposits.....	\$744,221,142	Unearned Premiums.....	\$6,288,178,795
*Bonds — U.S Government.....	1,718,117,704	Reserve for Claims and Claims Expense	16,879,324,618
*Other Bonds.....	11,205,872,087	Funds Held Under Reinsurance Treaties.....	211,983,009
*Stocks.....	9,533,437,819	Reserve for Dividends to Policyholders.....	1,246,547
Real Estate.....	277,742,849	Additional Statutory Reserve.....	40,877,587
Agents' Balances or Uncollected Premiums.....	4,150,041,316	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	129,261,358	Other Liabilities	<u>2,664,248,124</u>
Other Admitted Assets.....	<u>14,896,464,393</u>	Total	<u>\$26,085,858,680</u>
Total Admitted Assets.....	<u>\$42,655,158,668</u>	Special Surplus Funds.....	\$53,954,363
		Capital Stock.....	10,000,000
		Paid in Surplus.....	8,829,117,542
		Unassigned Surplus.....	7,676,228,083
		Surplus to Policyholders	<u>16,569,299,988</u>
		Total Liabilities and Surplus	<u>\$42,655,158,668</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2014, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2015.

T. Mikolajewski

Assistant Secretary

BID FORM
ORAL ROAD, SOUTH ANGOSTURA ENTRANCE
AND NORTH ANGOSTURA ENTRANCE CHIP SEAL
FALL RIVER COUNTY, SOUTH DAKOTA

Date MARCH 11, 2016

TO: Fall River County
906 N. River Street
Hot Springs, SD 57747

The undersigned, being familiar with the local conditions affecting the work, Contract Documents, including the Instructions for Executing Contract, Form of Construction Contract, Form of Performance and Payment Bond, Acknowledgment of Surety, General Conditions, Special Conditions, Technical Specifications, Addenda and Plans which govern the purchase of material and labor and the awarding of contracts, hereby proposes to do all the work and provide all the equipment which pertains to the items of work described in this Bid Form to ORAL ROAD, SOUTH ANGOSTURA ENTRANCE AND NORTH ANGOSTURA ENTRANCE CHIP SEAL, FALL RIVER COUNTY, SOUTH DAKOTA, as provided for in the Plans and Specifications dated February 2016, for the following: **The bidder must bid the Oral Road and South Angostura Entrance and North Angostura Entrance and show the combined total base bid.

Oral Road Base Bid ONE HUNDRED NINETY SEVEN THOUSAND
TWO HUNDRED NINETY TWO & 87/100 (Dollars)
\$ 197,292 ⁸⁷

South Angostura Entrance Base Bid SEVENTY FOUR THOUSAND
EIGHTY & 00/100 (Dollars)
\$ 74,080 ⁰⁰

North Angostura Entrance Base Bid FORTY TWO THOUSAND
FOUR HUNDRED & 00/100 (Dollars)
\$ 42,400 ⁰⁰

Combined Base Bid THREE HUNDRED THIRTEEN THOUSAND
SEVEN HUNDRED SEVENTY THREE & 47/100 (Dollars)
\$ 313,773 ⁴⁷

(Signed) John Krispin, Regional Manager

HILLS MATERIALS COMPANY
(Company)

Bidder Acknowledges Receipt of the following Addendum:

Addendum No. Date

Addendum No. Date

NONE RECEIVED
(Signed)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7152517

American Fire and Casualty Company
The Ohio Casualty Insurance Company

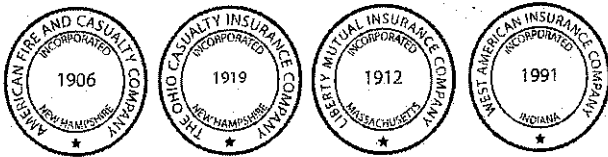
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"); pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aiza Lopez; Danielle M. Bechard; Erin L. Kiernan; Jeannette Porini; Melissa J. Stanton; Stacy Rivera

all of the city of Hartford, state of CT, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of October, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 23rd day of October, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

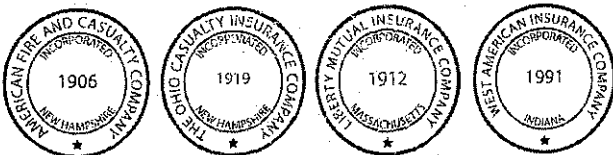
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of March, 20 16.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Hills Materials Company
Liberty Mutual Insurance Company
as Principal, and _____
as Surety, are hereby held and firmly bound unto the
Fall River County, as Owner in the penal sum of \$ Ten percent of the * for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns.

Signed this day 11th of March, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to the
Fall River County a certain bid, attached hereto and hereby made a part hereof to enter into a
contract in writing for construction of ORAL ROAD, SOUTH ANGOSTURA ENTRANCE AND
NORTH ANGOSTURA ENTRANCE CHIP SEAL, FALL RIVER COUNTY, SOUTH DAKOTA

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form
of Contract attached hereto (properly completed in accordance with said bid) and shall furnish
a bond for his faithful performance of said contract, and for the payment of all persons
performing labor or furnishing materials in connection herewith, and shall in all other respects
perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its bond shall be in no way impaired or affected by any extension of the time within
which the Owner may accept such Bid; and said Surety does hereby waive notice of any such
extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and
seals, and such of them as are corporations have caused their corporate seals to be hereto affixed
and these presents to be signed by their proper officers, the day and year first set forth above.

Hills Materials Company

(Seal)

Principal JOHN KRISPIN, REGIONAL MANAGER

Liberty Mutual Insurance Company

(Seal)

Surety

By

Aiza Lopez Attorney-in-Fact

* amount bid



FREE Smoke Alarm Installs & Inspections!

By the American Red Cross, AmeriCorps, Hot Springs Volunteer Fire Department, and County Emergency Management



The American Red Cross and AmeriCorps will be partnering with Hot Springs Volunteer Fire Department and Fall River/Oglala Lakota County Emergency Management to install FREE smoke alarms as part of the Home Fire Preparedness Campaign.

On April 9, 2016, from 11 p.m. to 3 p.m., volunteers will be canvassing predetermined neighborhoods as well as filling appointment request installations in the Hot Springs community. Installation appointments can be made by calling 605-342-4010 extension 2176. During these visits, installs and pre-existing smoke alarm inspections will take place as well as other disaster preparedness education for residents.

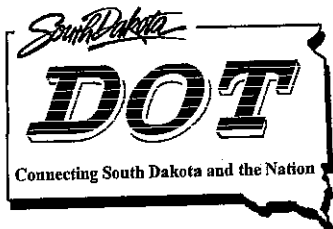
A resilient community possesses the physical, psychological, social and economic capacity to withstand, quickly adapt, and successfully recover from a disaster.

The same definition applies for families and individuals. The more resilient families and individuals living in the community are the more resilient a community will be.



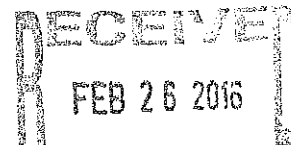
To request an appointment for FREE smoke alarm inspections and installations, call 605-342-4010 extension 2176 between March 8- April 5.

Questions: Sally Weber - AmeriCorps, American Red Cross -- 605-342-4010 x2175
sally.weber@redcross.org



Department of Transportation

Office of Legal Counsel
700 East Broadway Avenue
Pierre, SD 57501-2586
Phone: (605) 773-3262
FAX: (605) 773-3921



February 22, 2016

Fall River County Board of Commissioners
Fall River County Courthouse
906 North River Road
Hot Springs, SD 57747

RE: County overweight vehicle enforcement program

Dear Commissioners:

The Secretary of the Department of Transportation has been advised by the South Dakota Highway Patrol that Fall River County has failed to submit a request as directed by SDCL 32-22-31.3(1) that the Division of Highway Patrol assist in enforcement of Fall River County's Spring or other posted load limits. This is at least the second year in a row that Fall River County has failed to make such request.

SDCL 32-22-31.3 provides as follows:

The secretary of the Department of Transportation shall, not less than semi-annually, review the performance of each county's program of overweight vehicle enforcement and shall certify a list of those counties whose enforcement programs are unsatisfactory. In reviewing each county's enforcement program, the secretary shall consider the following factors:

- (1) Whether the county has requested that the Division of Highway Patrol assist in enforcement of that county's spring or other posted load limits;*
- (2) The diligence of that county in enforcing in court to the fullest extent possible all fines authorized by chapter 32-22 without plea bargaining or reducing statutory fines or civil penalties under the following conditions;*
 - (a) For any second or subsequent offense by a driver occurring in a four-year period;*
 - or,*
 - (b) For any violation of the provisions of § 32-22-24; and,*
- (3) The effort of local law enforcement agencies to enforce chapter 32-22 on the roads of county; and*
- (4) Such other factors as the secretary may deem appropriate after consultation with the*

state associations for county sheriffs, county commissioners, state's attorneys, and highway superintendents, and with the Highway Patrol.

The secretary may not find any county's program to be unsatisfactory unless the secretary has given the county a written specification of the county's program deficiencies at least thirty days before the unsatisfactory certification.

For any county whose overweight vehicle enforcement program is certified by the secretary as unsatisfactory, the secretary may withhold or suspend for a period of one hundred eighty days all or any portion of and transfer of federal surface transportation funds and state funds otherwise authorized by § 32-11-35 to be distributed to each county. The Department of Revenue shall cooperate with the secretary in the administration of this section.

This letter is to provide Fall River County written notice of the overweight vehicle enforcement deficiency as prescribed by § 32-22-31.3.

In the event it is determined that Fall River County's overweight enforcement program is unsatisfactory, its apportionment of local government highway and bridge fund money in accordance with § 32-11-35 may be subject to withholding or suspension as provided by § 32-22-31.3. You are encouraged to comply with subsection (1) of § 32-22-31.3 to avoid the sanctions provided by that statute.

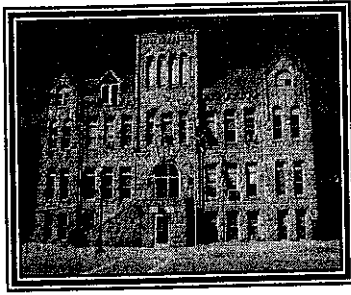
Sincerely yours,

OFFICE OF LEGAL COUNSEL



William J. Nevin
Special Assistant Attorney General

cc: Darin P. Bergquist, Secretary Department of Transportation
Trevor Jones, Secretary Department of Revenue
Capt. John Broers, Motor Carrier Enforcement



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

Motor Carrier Services
118 West Capitol Avenue
Pierre, South Dakota 57501

03-15-2016

To Whom It May Concern,

The county of Fall River would like to request the help of the South Dakota Highway Patrol in monitoring our posted load limits and spring limits throughout 2016. Fall River County has passed the following resolution regarding load limits and would appreciate help with enforcement.

FALL RIVER COUNTY RESOLUTION #2016-3

WHEREAS, the Fall River County Board of Commissioners did adopt the following 2016 ANNUAL LOAD RESTRICTIONS:

Fall River County will impose load and speed limits as follows in coordination with the State of South Dakota Highway's Annual Load Restrictions:

All oil roads will be posted at 7 Ton and 40 mph, with the exception of County Road 6N, also known as Look Out Road, to be posted at 10 Ton. These are seasonal Spring Load Limits and the restrictions will take effect with the signs are in place.

NOW THEREFORE, BE IT RESOLVED this amendment was approved and passed on this 5th day of January, 2016.

Thank you in advance for any time and effort in helping patrol the roads of Fall River County in 2016.

Sincerely,

Joe Falkenburg
Fall River County Commission, Vice Chairman

SB 2
3/9/16 Delivered to Gov

Alcoholic Beverage Fund Distribution

The calculations below estimate the Alcoholic Beverage Fund annual receipts at \$15,000,000.

Distribution of Alcoholic Beverage Tax					
	Current		Proposed		
	Current	Current Revenue	Total		
	Distribution		Proposed Distribution	Amount Received	Difference
State	75%	\$ 11,250,000.00	50%	\$ 7,500,000.00	(\$3,750,000.00)
Municipalities	25%	\$ 3,750,000.00	25%	\$ 3,750,000.00	\$ -
Counties	0%		25%	\$ 3,750,000.00	\$3,750,000.00
Totals		\$ 15,000,000.00		\$ 15,000,000.00	

County Distribution					
25%	\$ 937,500.00	Split equally by all counties.			
75%	\$ 2,812,500.00	Split based upon population.			
County	Base Amount	2010 Population	Percentage of Population	Amount Based on Population	Total
Aurora	\$ 14,204.55	2,710.00	0.0033285022968	\$ 9,361.41	\$ 23,565.96
Beadle	\$ 14,204.55	17,398.00	0.0213687390995	\$ 60,099.58	\$ 74,304.12
Bennett	\$ 14,204.55	3,431.00	0.0042140558599	\$ 11,852.03	\$ 26,056.58
Bon Homme	\$ 14,204.55	7,070.00	0.0086835834828	\$ 24,422.58	\$ 38,627.12
Brookings	\$ 14,204.55	31,965.00	0.0392603601169	\$ 110,419.76	\$ 124,624.31
Brown	\$ 14,204.55	36,531.00	0.0448684566066	\$ 126,192.53	\$ 140,397.08
Brule	\$ 14,204.55	5,255.00	0.0064543467047	\$ 18,152.85	\$ 32,357.40
Buffalo	\$ 14,204.55	1,912.00	0.0023483750522	\$ 6,604.80	\$ 20,809.35
Butte	\$ 14,204.55	10,110.00	0.0124174015574	\$ 34,923.94	\$ 49,128.49
Campbell	\$ 14,204.55	1,466.00	0.0018005846373	\$ 5,064.14	\$ 19,268.69
Charles Mix	\$ 14,204.55	9,129.00	0.0112125082906	\$ 31,535.18	\$ 45,739.73
Clark	\$ 14,204.55	3,691.00	0.0045333955636	\$ 12,750.18	\$ 26,954.72
Clay	\$ 14,204.55	13,864.00	0.0170281755877	\$ 47,891.74	\$ 62,096.29
Codington	\$ 14,204.55	27,227.00	0.0334410081309	\$ 94,052.84	\$ 108,257.38
Corson	\$ 14,204.55	4,050.00	0.0049743300007	\$ 13,990.30	\$ 28,194.85
Custer	\$ 14,204.55	8,216.00	0.0100911346385	\$ 28,381.32	\$ 42,585.86
Davison	\$ 14,204.55	19,504.00	0.0239553906998	\$ 67,374.54	\$ 81,579.08
Day	\$ 14,204.55	5,710.00	0.0070131911862	\$ 19,724.60	\$ 33,929.15
Deuel	\$ 14,204.55	4,364.00	0.0053599941045	\$ 15,074.98	\$ 29,279.53
Dewey	\$ 14,204.55	5,301.00	0.0065108452676	\$ 18,311.75	\$ 32,516.30
Douglas	\$ 14,204.55	3,002.00	0.0036871453487	\$ 10,370.10	\$ 24,574.64
Edmunds	\$ 14,204.55	4,071.00	0.0050001228230	\$ 14,062.85	\$ 28,267.39
Fall River	\$ 14,204.55	7,094.00	0.0087130609939	\$ 24,505.48	\$ 38,710.03
Faulk	\$ 14,204.55	2,364.00	0.0029035348449	\$ 8,166.19	\$ 22,370.74
Grant	\$ 14,204.55	7,356.00	0.0090348571569	\$ 25,410.54	\$ 39,615.08
Gregory	\$ 14,204.55	4,271.00	0.0052457687489	\$ 14,753.72	\$ 28,958.27
Haakon	\$ 14,204.55	1,937.00	0.0023790807929	\$ 6,691.16	\$ 20,895.71
Hamlin	\$ 14,204.55	5,903.00	0.0072502395048	\$ 20,391.30	\$ 34,595.84
Hand	\$ 14,204.55	3,431.00	0.0042140558599	\$ 11,852.03	\$ 26,056.58
Hanson	\$ 14,204.55	3,331.00	0.0040912328969	\$ 11,506.59	\$ 25,711.14
Harding	\$ 14,204.55	1,255.00	0.0015414281854	\$ 4,335.27	\$ 18,539.81
Hughes	\$ 14,204.55	17,022.00	0.0209069247587	\$ 58,800.73	\$ 73,005.27
Hutchinson	\$ 14,204.55	7,343.00	0.0090188901717	\$ 25,365.63	\$ 39,570.17
Hyde	\$ 14,204.55	1,420.00	0.0017440860743	\$ 4,905.24	\$ 19,109.79

Jackson	\$ 14,204.55	3,031.00	0.0037227640080	\$ 10,470.27	\$ 24,674.82
Jerauld	\$ 14,204.55	2,071.00	0.0025436635633	\$ 7,154.05	\$ 21,358.60
Jones	\$ 14,204.55	1,006.00	0.0012355990076	\$ 3,475.12	\$ 17,679.67
Kingsbury	\$ 14,204.55	5,148.00	0.0063229261343	\$ 17,783.23	\$ 31,987.78
Lake	\$ 14,204.55	11,200.00	0.0137561718539	\$ 38,689.23	\$ 52,893.78
Lawrence	\$ 14,204.55	24,097.00	0.0295966493896	\$ 83,240.58	\$ 97,445.12
Lincoln	\$ 14,204.55	44,828.00	0.0550590778452	\$ 154,853.66	\$ 169,058.20
Lyman	\$ 14,204.55	3,755.00	0.0046120022599	\$ 12,971.26	\$ 27,175.80
McCook	\$ 14,204.55	5,618.00	0.0069001940603	\$ 19,406.80	\$ 33,611.34
McPherson	\$ 14,204.55	2,459.00	0.0030202166597	\$ 8,494.36	\$ 22,698.90
Marshall	\$ 14,204.55	4,656.00	0.0057186371564	\$ 16,083.67	\$ 30,288.21
Meade	\$ 14,204.55	25,434.00	0.0312387924046	\$ 87,859.10	\$ 102,063.65
Mellette	\$ 14,204.55	2,048.00	0.0025154142819	\$ 7,074.60	\$ 21,279.15
Miner	\$ 14,204.55	2,389.00	0.0029342405856	\$ 8,252.55	\$ 22,457.10
Minnehaha	\$ 14,204.55	169,468.00	0.2081456189049	\$ 585,409.55	\$ 599,614.10
Moody	\$ 14,204.55	6,486.00	0.0079662973790	\$ 22,405.21	\$ 36,609.76
Pennington	\$ 14,204.55	100,948.00	0.1239873246702	\$ 348,714.35	\$ 362,918.90
Perkins	\$ 14,204.55	2,982.00	0.0036625807561	\$ 10,301.01	\$ 24,505.55
Potter	\$ 14,204.55	2,329.00	0.0028605468078	\$ 8,045.29	\$ 22,249.83
Roberts	\$ 14,204.55	10,149.00	0.0124653025130	\$ 35,058.66	\$ 49,263.21
Sanborn	\$ 14,204.55	2,355.00	0.0028924807782	\$ 8,135.10	\$ 22,339.65
Shannon	\$ 14,204.55	13,586.00	0.0166867277506	\$ 46,931.42	\$ 61,135.97
Spink	\$ 14,204.55	6,415.00	0.0078790930752	\$ 22,159.95	\$ 36,364.49
Stanley	\$ 14,204.55	2,966.00	0.0036429290820	\$ 10,245.74	\$ 24,450.28
Sully	\$ 14,204.55	1,373.00	0.0016863592817	\$ 4,742.89	\$ 18,947.43
Todd	\$ 14,204.55	9,612.00	0.0118057432017	\$ 33,203.65	\$ 47,408.20
Tripp	\$ 14,204.55	5,644.00	0.0069321280307	\$ 19,496.61	\$ 33,701.16
Turner	\$ 14,204.55	8,347.00	0.0102520327200	\$ 28,833.84	\$ 43,038.39
Union	\$ 14,204.55	14,399.00	0.0176852784397	\$ 49,739.85	\$ 63,944.39
Walworth	\$ 14,204.55	5,438.00	0.0066791127269	\$ 18,785.00	\$ 32,989.55
Yankton	\$ 14,204.55	22,438.00	0.0275590164337	\$ 77,509.73	\$ 91,714.28
Ziebach	\$ 14,204.55	2,801.00	0.0034402711931	\$ 9,675.76	\$ 23,880.31
TOTALS	\$ 937,500.00	814,180.00		\$ 2,812,500.00	\$ 3,750,000.00

3/13/16

Journal Special Report: Making a safe place for chronic alcoholics is part of jail grant application

When David Black Crow appeared in court in December, it was difficult to tell whether he, or the system, was more broken.

The 58-year-old Rapid City homeless man was facing his 213th misdemeanor criminal prosecution. Throughout his life, he has never shaken his addiction to alcohol, never stopped re-offending, never stopped cycling in and out of jail. He's what people in the system call a "chronic inebriate" and a "frequent flier."

An analysis of his criminal record indicates he has been jailed at least 3,300 days over the past 27 years — as far back as South Dakota's digitally searchable court records go — on arrests and convictions mostly for low-level offenses including disorderly conduct, vandalism, petty theft, trespassing, public urination, panhandling, consuming alcohol in a public place, resisting arrest and indecent exposure.

During a sentencing discussion at Black Crow's court appearance, his public defender, Jeff Fransen, lamented the futility of the proceeding.

"The police are very familiar with Mr. Black Crow," Fransen told the judge. "There should be alternatives to just arresting him every time they come in contact with him."

More alternatives could come soon, thanks to initiatives proposed as part of Pennington County's \$4.9 million grant application to the John D. and Catherine T. MacArthur Foundation. The overall goal is a 25 percent reduction in the local jail's inmate population. The county is in competition with 19 other local governments across the nation, and award announcements are expected next month.

Among the initiatives proposed in the grant application is a so-called "sobering center" with up to 40 spaces where intoxicated individuals who are often involved in low-level, nuisance-style criminal activity could sleep safely for a few hours or an entire night. They could then receive some free nourishment and be sent on their way without being arrested or booked into the jail — saving the county money and saving individuals the negative consequences of jail.

A hard reality

The sobering center concept, tentatively named Safe Solutions, targets the chronically intoxicated — people for whom alcoholism is a long-lasting, deeply ingrained behavior that has persisted through failed attempts at sobriety or treatment.

Safe Solutions represents an acceptance of a hard reality by many in the criminal justice and social-work fields, including Barry Tice, the director of the Pennington County Health and Human Services Department.

Tice has worked with hundreds of criminal suspects and convicts over the years, including those for whom substance-abuse treatment was not viable. He recalled one 62-year-old homeless man who went to court-ordered treatment dozens of times, did not want to go back and in some cases was not welcome to come back.

"What he wanted was to be left alone," Tice said.

Such people run out of options and end up falling through the cracks in social services. They may land in jail — not because anyone thinks they belong there, but because they need to be temporarily protected from harming themselves or others, and because there is no other place for them.

Black Crow reached that point long ago. He told the judge in December that his most recent arrest came after he'd retreated to a gravel alleyway in North Rapid to drink with friends. As usual, it led to a run-in with police and a stint in jail.

"I do my best to stay out of their way and out of their face, and they still get me," Black Crow said.

By January, he was back in jail and in court again after drinking alcohol in violation of his December sentence.

Old NAU building a site

Sobering centers have become the go-to place for chronic alcoholics in some jurisdictions around the country. Plans for a Pennington County sobering center are not final, but it would tentatively be housed in the former National American University building, across Kansas City Street from the courthouse, the jail, and the police and sheriff station on the east end of downtown Rapid City.

The county recently acquired the building and has plans to remodel it, regardless of the outcome of the grant application, to house not only the sobering center but also other programs including city-county detox and the county Health and Human Services Department, both of which would move from an existing location in North Rapid. The MacArthur grant application says the county's total investment in renovating the facility could reach \$8 million, including \$1.8 million to renovate a space for the sobering center, about \$500,000 of which would come from the grant.

Tice envisions the building as a hub for diverting low-level, nonviolent offenders away from jail and toward more appropriate options.

People admitted to the sobering center could be transitioned to detox if they express a legitimate desire or potential for treatment, but detox beds would otherwise be reserved for people who want to rid their body of alcohol and move on to treatment.

People in the sobering center, meanwhile, could be allowed to come and go freely, or perhaps made to stay until their blood-alcohol content falls to a certain level as measured by a breath test.

The sobering center would likely consist of a large room with floor mats or possibly just a heated floor. Uncomfortable as that may sound, Tice said low-lying sleeping accommodations are necessary to prevent drunken people from rolling out of a raised bed, falling on the floor and suffering injuries.

Caseworkers would oversee the facility, medical staff would be available, and a sack lunch could be offered to those who've completed their brief stay.

Besides the cost of renovating the old NAU building to house the sobering center, other costs associated with the plan would include four new detox technician positions starting at a total cost of about \$176,000 annually, and a new emergency medical technician position starting at a cost of about \$46,000 annually. Those costs would be paid by the grant for the first three years and by the county or a mix of local government dollars afterward.

A small sobering center, sometimes called a "safe room," already operates in the existing detox facility on North Lacrosse Street. There is space for only seven floor mats in the cramped, windowless basement room, and because there is no means of dividing the space by gender and the demand for the facility is greater among men, women are not admitted. That could change at the expanded sobering center.

Not everyone who is involved in a drunken disturbance or low-level crime would be allowed into the center. Police and deputies would have the option of taking people to the center, and social workers would have the option of steering people into the sobering center or toward detox or mental-health treatment. Jail could also still be an option.

People in the sobering center would be expected to rest quietly. Members of the local MacArthur grant planning committee have visited sobering centers in other jurisdictions and said the centers are generally respected by the people who use them, because of the brief and safe escape they provide from life on the streets.

Officer/homeless person relations

Pennington County Sheriff Kevin Thom thinks knowledge of the sobering center among the city's homeless community could reduce tensions between them and police and sheriff's officers. Some of the grant funding would be used to train more police and deputies in crisis intervention, which could help them de-escalate a problematic situation with a street person and avoid an arrest.

"If we can deal with people as effectively as possible on the street without arresting them, and if we can take them to Safe Solutions instead of jail, that's a win for both of us," Thom said.

Thom thinks the long-term financial savings could be substantial. It costs about \$80 per day to house someone in jail, he said. For chronically intoxicated homeless people, the costs of incarceration sometimes run higher because of medical problems, including withdrawal symptoms that may occur during an extended jail stay. The criminal charges that come with a jail stay require public defenders, prosecutors and judges who adjudicate the inmate at taxpayer expense.

Instead of incurring all those expenses, Thom said, it would be better to avoid arresting some chronic alcoholics and instead offer them temporary protection from themselves, others and the elements, at a cost of perhaps \$30 per person, per day.

Tice also sees the need for an alternative to jail for those who can't stop drinking.

"We've become very reliant on incarcerating individuals for crimes that may not necessarily fit what our correctional facilities were set up for," Tice said. "And it's an expensive way to manage individuals for nuisance-type offenses."

From the perspective of people outside the fields of social work and criminal justice, offering drunken people a place to sleep instead of sending them to detox and treatment might sound like giving up. Tice disputes that logic and points to the harsh realities of

street life, including the example of a man who died of hypothermia last year in Memorial Park.

"Giving up," Tice said, "is letting people freeze to death in our parks and not looking for alternatives to what's happening."

Contact Seth Tupper at seth.tupper@rapidcityjournal.com

3/14/16

Journal Special Report: Millions in funding sought to reduce rising jail population and exploding costs

Pennington County's forefathers never intended for their jail to become the sprawling, multimillion-dollar, 624-bed behemoth it is now.

That's clear from the look of the old 1921 jail, a quaint little structure that is now overshadowed, literally, by the modern mega-jail on county government's campus in eastern downtown Rapid City.

The old boutique-sized jail, with a few modifications and additions, served the county well for many years. By the time of the nation's first jail census in 1970, the average daily inmate count in Pennington County was only 51.

Since then, the average daily count has soared past 400, and the old jail has been converted to other uses as numerous construction projects have sent modern jail buildings rising skyward.

Now, the decades-long trend of incarcerating more people and building more jail space to house them appears to have reached a tipping point.

"The check was bound to come due," said Eric Whitcher, director of the county Public Defender's Office, "and it's coming due now."

The amount of that check will be in the tens of millions of dollars, according to Sheriff Kevin Thom, if the county allows the jail population to keep growing and is forced, yet again, to build more jail space.

That is one reason a more thoughtful approach to jailing people is dawning, possibly with the aid of one of the largest charitable foundations in the United States.

Pennington County is among 20 nationwide finalists in the Safety and Justice Challenge, a program of the Chicago-based John D. and Catherine T. MacArthur Foundation. The county is seeking \$4.9 million in grant funding over three years to implement alternatives to jail for low-level, nonviolent suspects and convicts. The goal is a 25 percent reduction in the county's own average daily inmate population, from 365 (which excludes contract prisoners housed for the federal government and a few other counties) to about 275.

Highlights of the plan, which will be detailed in this Rapid City Journal special report over the next four days, include development of a larger "sobering center" as an alternative to lockup for intoxicated street people; replacement of monetary bail in some cases with a process known as risk assessment; efforts to reduce the disproportionately high incarceration rate among Native Americans; and increased use of community service, electronic bracelet monitoring and other alternatives to jail time.

The grant money would be spread over three years. About 60 percent of the total request, nearly \$3 million, would go toward personnel hired to implement and operate the various initiatives.

The final grant application was submitted in January by a committee of local leaders, and award announcements are anticipated soon. Members of the committee say they will try to move ahead with some of the initiatives even if the grant application fails.

"The idea is to be smarter with our resources, because we do have a finite amount," said Sheriff Thom, the local committee's co-chairman. "To be smarter with our resources and not compromise public safety."

A rising tide of inmates

The jail has not yet run out of places to house inmates, but as Capt. Rob Yantis said on a recent day in the holding area, "We get really, really, really close."

Theories abound about the historical causes of rising inmate numbers.

Whitcher, the head public defender, partially blamed get-tough-on-crime and war-on-drug laws adopted in the 1970s and '80s.

Several other jail-grant committee members said increasing use of drugs, including methamphetamine, has caused more crime.

Pennington County State's Attorney Mark Vargo said declining social acceptance of some behaviors, such as drunken driving, has led to criminalization of activities that were formerly condoned or ignored. That has been a good thing, he said, but it has also put more people in jail than anyone anticipated.

Whatever the historical causes, members of the local grant committee are more concerned about what is happening now. During research conducted for the grant application, they gained insight into local practices and policies that sometimes send nonviolent people to jail and keep them there because of factors tied to their race or financial status, or because of decisions made by arresting officers and judges, or because of a lack of alternatives to jail.

Those local practices and policies mirror a nationwide failure to exert thoughtful control over who goes to jail and for how long, according to the Vera Institute of Justice, a partner in the MacArthur Foundation's Safety and Justice Challenge. A report from the institute says the number of people in local jails — which are distinct from state and federal prisons — across the United States has more than quadrupled during the past four decades, from 157,000 to 690,000. The rate of growth has been more pronounced in Pennington County, where the 2014 average daily inmate count of 434 was nearly nine times the count of 51 in 1970.

To put Pennington County's post-1970 inmate boom in historical context, consider that it took the county 105 years after building its first courthouse and jail to reach a daily average inmate count of 100. After that, it took only seven years to reach 200; 12 years to reach 300; and seven years to reach 400.

In other words, the county's jail population has grown three times as much in the past few decades as it did during the entire previous century.

Costs rise, too

The rising inmate population and resulting buildup of jail space have come with costs.

The basic cost of running the Pennington County Jail is about \$12 million a year, which is the amount budgeted for it this year by county government. That cost alone accounts for 15 percent of the county's total budget, but it does not tell a complete story about the costs of mass incarceration.

Beyond the roughly \$80 per day that it costs to house an inmate, and the human toll of such mass incarceration, there are other, harder-to-track costs that have seeped into various parts of the county's broader budget.

They arise because a higher inmate count translates to a need for more court proceedings, more judges, more prosecutors and public defenders, and more court clerks and court-services employees. Many of those costs are absorbed by the county, which has suffered a tripling in the past 15 years of its budgets for both prosecuting crimes and defending suspects who cannot afford an attorney.

The county's annual budget for the State's Attorney's Office is now about \$4 million, and the combined annual budgets for the county Public Defender's Office and additional court-appointed private attorneys are about \$3 million.

Implications for inmates

There are human costs, too, in the form of thousands of stories like those of 34-year-old Alex Rosado.

During a childhood spent shuffling between the Pine Ridge Indian Reservation and Rapid City, Rosado had his first drink of alcohol at age 14. It set him on a path of problem drinking and low-level crime that has kept him cycling in and out of jail, usually for misdemeanor crimes fueled by alcohol.

"It's pretty much the drinking," Rosado said during a recent jail stint for his third drunken-driving conviction. "Every time I've been in trouble, it's always been either alcohol- or substance-related."

By his own admission, it's mostly his fault, but the system has added to his misery by keeping him in jail for long stretches as he awaited the outcome of low-level criminal cases. There have been times, for example, when Rosado stayed behind bars only because of his inability to pay \$50 for a bail bond.

Even if a judge had wanted to let him out, there have been few alternatives to bail as a means of ensuring a suspect's appearance at court. Electronic bracelet monitoring, for example, has not been used for pretrial suspects in Pennington County but would be used under a proposed grant initiative.

Paradoxically, electronic monitoring is often used as part of a probationary sentence after a conviction, in part because of recent state government efforts to slow the growth of state-run prisons. The result is a jail in Pennington County where three-fourths of the inmates are pretrial suspects, some of whom spend more time in jail before a conviction than after. It means that about 75 percent of inmates in the jail have not yet been proven guilty of the crime with which they are charged.

During Rosado's jail stints, he's lost jobs, had to postpone his pursuit of a vocational degree, and lost touch with relatives and friends. Those problems made him more likely to continue abusing alcohol and drugs, and more likely to commit further crimes.

It's a cycle that Whitcher, the county's head public defender, sees routinely among the roughly 6,000 cases handled annually by his office. That caseload is up 180 percent since the earliest statistics compiled in 1993.

Whitcher said there are many nonviolent people in Pennington County who go to jail because of a lack of non-jail alternatives and then stay in jail because of a lack of money for bail.

"There are a lot of people there," he said, "who everybody agrees shouldn't be there."

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Jail grant initiatives seek to reduce 'frequent fliers'

In 2014, local officials studied 28 people who cycled in and out of the criminal justice system so much that they collectively cost taxpayers an estimated \$930,000.

The costs stemmed from an estimated 690 contacts that the 28 people had with law enforcement and related agencies. The expenses included bills for jail time, public defenders, detoxification and substance-abuse treatment, transportation and medical care.

The informal term within criminal justice circles for those nonviolent, low-level criminal offenders who always seem to be cycling in and out of jail is "frequent fliers."

Reducing the amount of time frequent fliers spend behind bars is one of the aims of Pennington County's \$4.9 million grant application to the John D. and Catherine T. MacArthur Foundation. The overall goal of the effort is a 25 percent reduction in the county jail's inmate population.

Several initiatives proposed in the grant application could help cut the amount of time frequent fliers spend in jail. Those include:

- A sobering center as an alternative to jail for chronically intoxicated street people;
- A diversion program to steer first-time, nonviolent, low-level criminal offenders away from becoming frequent fliers, utilizing methods similar to diversion programs that already exist for juvenile offenders;
- Replacement of monetary bail in at least some cases with a risk-assessment process so nonviolent, low-flight-risk offenders don't need money to earn their pretrial release;

- Closer social-worker involvement in some criminal cases, including those involving mental-health and addiction problems, to steer more offenders toward non-jail alternatives;

- And funding for crisis intervention training to help arresting officers steer more people away from jail and toward appropriate crisis care