

**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 28<sup>th</sup> day of February, 2018.

Total Amt of Deposit in First Interstate Bank: \$121,155.71

Total Amt of Deposit in First National Bank of Lead: \$1,000.00

Total Amount of Cash: \$3,481.45

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

Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days: \$27,285.28

**SAVINGS:**

First Interstate Bank: \$213,791.55

First National Bank of Lead: \$2,008,758.71

**CERTIFICATES OF DEPOSIT:**

First Interstate-Hot Springs: \$3,650,237.92

Black Hills Federal Credit Union: \$250,000.00

Bank of the West \$506,381.99

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

Register of Deeds Change Fund: \$500.00

Highway Petty Cash: \$20.00

Election Petty Cash: \$15.00

**RETURNED CHECKS:**

TOTAL \$6,783,527.61

Dated This 28<sup>th</sup> Day of February, 2018.

  
Sue Ganje, County Auditor of Fall River County.

County Monies: \$6,404,894.40

Held for other Entities: \$211,636.41

Held in Trust: \$166,996.80

TOTAL: \$6,783,527.61

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.

## FALL RIVER COUNTY MINUTES OF FEBRUARY 27, 2018

The Fall River Board of County Commissioners met in regular session on February 27, 2018 in the courtroom on the second floor of the Courthouse. Present: Ann Abbott, Joe Allen, Joe Falkenburg, Paul Nabholz, Deb Russell and Sue Ganje, Auditor.

The Pledge of Allegiance was stated and the meeting called to order at 9:00 a.m.

The agenda was reviewed for conflicts; none were noted. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED.

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

Motion made by Nabholz, seconded by Russell, to approve the minutes of February 6, 2018.

Motion made by Nabholz, seconded by Abbott, to approve the 2018 100% Federal Poverty Eligibility Chart.

Sue Ganje, Auditor, brought the FRC Welfare draft policy back to the board. Motion made by Russell, seconded by Allen to approve the Fall River County Welfare Policy, with the change to gas portion of the policy.

Motion made by Russell, seconded by Abbott, to approve the 2018 Combined Election Agreement between the County, Hot Springs City and School and Oelrichs Town and School.

Bob Evans, Sheriff, met with the board. Motion made by Allen, seconded by Nabholz, to approve the sheriff to purchase a 2018 Dodge Durango off state bids in the amount of \$30,428.00.

Motion made by Nabholz, seconded by Russell to approve the first reading of the Ordinance Establishing How Section Lines Roads Are Depicted On Plats.

Nina Steinmetz, Weed Supervisor, met with the board to report on the Annual Conference. Steinmetz stated that the county will be receiving four out of five grants that she has applied for thus far, which include a Baby's Breath Grant, Indian and Hat Creek Drainage Grant, Salt Cedar Grant and the annual Non-Competitive Grant. The above grants may have different cost share, reimbursement requirements. Discussion was held on contractors, right of way spraying, calibration of equipment, spraying calibrations, etc. It was a very informational presentation.

Lyle Jensen, Building Supervisor, met with the board. Motion made by Russell, seconded by Abbott, to approve the quote from Golden West Technologies for 25 hours of prepaid support in the amount of \$2,500.00.

Frank Maynard, Emergency Management, met with the board. Maynard applied for one mobile and three portable radios with the Homeland Security Grant, and advised that the SD DOT sent a letter regarding the need to move the flag pole out of the road right of way at the South Annex; it will be moved by May 31, 2018. Eligible Fire departments for Title III funds have been notified to submit records for reimbursement from the fund, with final disbursements in March,

which will clear out the fund. Motor vehicle accidents were reported. Maynard also advised that he approved BH Energy replacing lines in their existing path.

Paul Nabholz, Commissioner, spoke of the 2-6-18 meeting where the county accepted gravel from KD Construction when sample testing showed the failing of the P.I. (Plasticity Index) portion of the specifications. He had questions on acceptance for Randy Seiler, Highway Superintendent. Deputy State's Attorney Brian Ahrendt requested they discuss this in executive session for personnel.

Nabholz continued discussion on the gravel, and that more time/money will be spent mixing loads taken from the pit, also noting of conversations he had with Cliff Reuer from LTAP (SD Local Transportation Assistance Program) on the testing that failed the P.I., noting the first response he received was that the gravel should not be purchased; days later Reuer called back and said the gravel may be ok using an average of samples. Motion made by Nabholz to request the State's Attorney's office confirm open meeting laws had not been violated by acting to waive penalties, without being on agenda. Motion dies for a lack of a second. Ahrendt advised that their office only submits opinions when formal complaints had been filed, and unless a motion was made to reconsider action it was a done deal.

Nabholz discussed that video recording of meetings would be great to have and re-play. Motion made by Nabholz to video tape commissioner meetings in the future. Falkenburg advised Allen had information to share that may provide input on this. Motion dies for a lack of a second.

Motion made by Nabholz, seconded by Falkenburg to table the idea of video recording until later in the meeting.

Falkenburg invited Randy Seiler to the table, with more discussion about the gravel from KD Construction. Greg Vavra, Program Manager for LTAP, SD Local Transportation Assistance Program from SDSU gave a power point on the proper way to test gravel and the optimum way to get results. Vavra had looked at the gravel pit owned by KD Construction and believed that it was safe. Vavra stated it was illegal for Nabholz to be at the gravel pit. Samples that are taken were usually figured on an aggregate basis and were within the guidelines. Vavra had also discussed fracturing, safety, winds, blending, plasticity and the importance of a good road grader. Seiler had shown Vavra sections of the Smithwick Road where the gravel had been put down to test. Vavra believes that this gravel will reduce wash boarding, this is great gravel. Further discussion was held about the testing and what roads this gravel would work the best on, and future specs for gravel crushing. Nabholz would still like the other commissioners to think about rescinding paying KD Construction. None of the other commissioners were willing to do so.

Randy Seiler, Highway Superintendent, presented business for the board. Propane bids to fill the Edgemont tank were received on 2-5-18 from Hi-D-Way, \$1.50/gal; Nelson's Oil & Gas, \$1.59/gal and CBH Co-op for \$1.88/gal. Motion made by Russell, seconded by Abbott, to approve the propane quote of \$1.50 per gallon from Hi-D-Way Oil and Gas.

Motion made by Russell, seconded by Allen to allow Seiler to purchase culverts off the Beadle County bids, as per state law.

Motion made by Allen, seconded by Abbott, to approve the following resolution:

**FALL RIVER COUNTY RESOLUTION #2018-04**

WHEREAS, Title 23, Section 151, Unites States Code and Title 23, Part 650, Subpart C, Code of Federal Regulations, requires initial inspection of all bridges and reinspection at intervals not exceed two years with the exception of reinforced concrete box culverts that meet specific criteria. These culverts are reinspected 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 Engineers (Consulting Engineers) for the inspection work. SDDOT will secure federal approvals, makes 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 27<sup>th</sup> day of February, 2018, at Hot Springs, SD.

/s/Joe Falkenburg, Chairman  
Board of Commissioners of Fall River County

ATTEST:

/s/Sue Ganje, County Auditor  
Fall River County

Results of the Sealed bids for Asphalt Surface Treatment (Chip Seal), 2018, were presented to the Board, as reviewed for compliance by Brosz Engineering and the Hwy Supt. Bids were received from Simon Contractors of SD, Inc. in the amount of \$563,420.20 and Bituminous Paving, Inc. in the amount of \$541,893.00. Motion made by Allen, seconded by Abbott, to approve the bid from Bituminous Paving, Inc. in the amount of \$541,893.00.

Seiler advised he had no new information on the Chilson Bridge at this time. Discussion was held on possibilities and solutions that could be done with the Chilson Bridge. Chairman Falkenburg asked that all questions and concerns be held until they hear from the SDDOT on ownership of the Mickelson Trail.

Motion made by Abbott, seconded by Allen, to approve bills as follows:

**GENERAL FUND**

FIDELITY SEC. LIFE INS CO	EYE INSURANCE	\$121.33
AMERICAN FAMILY ASSURANCE	AMERICAN FAMILY ASSURANCE	\$624.01
ASSN OF SD COUNTY W&P BDS	SUPPLY	\$49.50
AUDRA HILL CONSULTING,INC	MI QMHP EVALUATION	\$96.06
A-Z SHREDDING INC	SHREDDING	\$51.40
BEHAVIOR MANAGEMENT SYS	2018 ANNUAL ALLOCATION	\$7,500.00
BH COUNCIL OF LOCAL GOV	2018 MEMBERSHIP DUES	\$3,685.00
BOSTON MUTUAL LIFE INS CO	LIFE INSURANCE	\$32.76
CARDMEMBER SERVICE	CARDMEMBER SERVICES	\$2,886.31

CENTURY BUSINESS LEASING	COPIER LEASE & METER	\$1,212.31
CHEYENNE SANITATION	SANITATION COLLECTION	\$401.73
CITY/CO ALCOHOL & DRUG	DETOX TREATMENT	\$1,388.50
COLBATH, ANGELA M	CAAF	\$2,883.90
CREDIT COLLECTION BUREAU	COLLECTIONS	\$107.71
CULLIGAN SOFT WATER	RENTAL/SUPPLY	\$223.50
DATA MANAGEMENT, INC	SOFTWARE SUPPORT	\$1,592.00
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$2,443.05
DEMERSSEMAN JENSEN	CAAF	\$498.20
DENISON, FRANCES	REIMBURSEMENT	\$50.40
EN-TECH LLC	FUMICATION	\$410.00
EXECUTIVE MGMT FINANCE	BIT NETWORK FEES	\$128.75
DUDE SOLUTIONS	GIS SUPPORT	\$226.80
FALKENBURG, JOE	MILEAGE REIMBURSEMENT	\$312.48
FALL RIVER HEALTH SERVICE	INMATE MEDICAL	\$592.42
FARRELL,FARRELL &GINSBACH	CAAF	\$3,008.52
4-H LEADERS ASSOCIATION	SUPPLIES	\$67.72
FALL RIVER COUNTY HERALD	PUBLICATION	\$23.94
GALLS	UNIFORM ALLOWANCE	\$222.58
GOFF, GARLAND LEE	CAAF/MIL	\$3,275.05
GOLDEN WEST TECHNOLOGIES	TECHNOLOGY/SERVER/MA	\$3,310.00
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$1,265.54
HARRINGTON, MARDOQUEO	REIMBURSEMENT	\$278.06
SIMKINS, SUSIE	TRAVEL REIMBURSEMENT	\$79.00
HEARTLAND REAL ESTATE	GARNISHMENT	\$100.00
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$555.00
HOBART SALES & SERVICE	JAIL REPAIR/SERVICE	\$431.67
HOT SPRINGS ACE HARDWARE	SUPPLY	\$1,581.00
HOT SPRINGS AUTOMOTIVE	SUPPLIES	\$31.63
CITY OF HOT SPRINGS	CITY WATER BILL	\$305.93
HOT SPRINGS HOUSING	COUNTY ASSISTANCE	\$351.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$16,051.20
JENSEN, LYLE	REIMBURSEMENT	\$8.00
LIUNA LABORERS LOCAL 620	UNION DUES	\$250.00
LARIMER COUNTY SHERIFF	CIVIL SERVE	\$17.00
MARCO	COPIER LEASE	\$155.00
MASTEL, BRUCE	DATABASE SETUP & MON	\$35.00
MCLEODS OFFICE SUPPLY CO.	SUPPLIES	\$225.00
MEDICAL WASTE TRANSPORT	UTILITY	\$137.09
MICROFILM IMAGING SYSTEMS	SCANNING EQUIP LEASE	\$185.00
NATIONWIDE RETIREMENT SOL	NATIONWIDE RETIREMENT	\$29.42
NELSONS OIL & GAS INC.	FUEL	\$1,088.80
NEW YORK LIFE INSURANCE	NEW YORK LIFE INSURANCE	\$65.00
NORTON'S SINCLAIR	CAR MAINTENANCE	\$387.07

NORTON, TINA	CONTRACT NURSE INMATE	\$1,225.00
O'DAY, VALARIE	COURT REPORTER	\$229.80
CHILD SUPPORT PAYMENT CNT	CHILD SUPPORT	\$1,259.00
O'NEILL, JUSTIN	CAAF	\$2,835.21
PENNINGTON COUNTY AUDITOR	MI	\$47.00
PENNINGTON COUNTY JAIL	INMATE HOUSING/INMATE TRANSPORTATION	\$4,062.80
PITNEY BOWES	POSTAGE MACHINE LEASE	\$1,110.08
RESERVE ACCOUNT	POSTAGE PITNEY BOWES	\$854.00
QUILL CORPORATION	SUPPLIES	\$914.44
RADIOLOGY ASSOCIATES	INMATE MEDICAL	\$23.80
RAPID CITY JOURNAL (THE)	PUBLICATION	\$29.34
RAPID CITY REGIONAL	MORGUE FEE	\$443.00
SEWARD COUNTY COURT	COURT COPIES	\$5.75
SDACC	WELFARE & COMMISSION	\$200.00
SD DEPARTMENT OF REVENUE	BLOOD DRAW	\$45.00
SDSU EXTENSION	4-H ADVISORY SALARY	\$9,718.00
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$16,498.50
SHOPKO STORES OPERATING	INMATE PHARMACY/SUPPLY	\$62.47
SKINNER, MATTHEW L. PC	CAAF	\$2,177.65
SOFTWARE SERVICES INC	DATA PROCESSING BOSA	\$1,020.00
SD SUPPLEMENT RETIREMENT	SDRS SUP RETIREMENT	\$850.00
SPITZER CONSTRUCTION INC	SNOW REMOVAL	\$1,750.00
SPOT WRANGLERS	CONTRACT SERVICES	\$450.00
SPRINGS SENIOR CITIZENS	2018 BUDGETED ALLOTMENT	\$4,100.00
STATE REMITTANCE CENTER	AUTO/MI STATE REMITT	\$1,271.63
STATE SUPPLY	BOILER PART	\$142.16
STEVENS, MIKAYLA	BLOOD DRAW	\$75.00
TODD COUNTY TRIBUNE	PUBLICATION	\$53.94
BUILDERS FIRST SOURCE	SUPPLY	\$525.01
UNITED WAY BLACK HILLS	UNITED WAY DONATION	\$15.00
VERIZON WIRELESS	VERIZON WIRELESS	\$781.00
WINTER, PAUL R.	CAAF	\$5,290.80
BEHRENS, DONNA	MILEAGE REIMBURSEMENT	\$42.00
COMMISSIONERS	FEBRUARY SALARY	\$4,100.00
AUDITOR OFC	FEBRUARY SALARY	\$13,898.55
AUDITOR OFC	OVERTIME	\$88.45
TREASURER OFC	FEBRUARY SALARY	\$10,772.54
TREASURER OFC	OVERTIME	\$23.29
STATE'S ATTORNEY OFC	FEBRUARY SALARY	\$8,407.82
STATE'S ATTORNEY OFC	OVERTIME	\$332.57
MAINTENANCE DEPT	FEBRUARY SALARY	\$9,190.61
ASSESSOR OFC	FEBRUARY SALARY	\$11,843.77
ASSESSOR OFC	OVERTIME	\$73.01
REGISTER OF DEEDS OFC	FEBRUARY SALARY	\$8,418.17

REGISTER OF DEEDS OFC	OVERTIME	\$4.69
VETERAN'S SERVICE OFFICER	FEBRUARY SALARY	\$3,296.68
GIS DEPT	FEBRUARY SALARY	\$3,243.47
CORONER	FEBRUARY SALARY	\$150.00
NURSE OFC	FEBRUARY SALARY	\$3,298.25
EXTENSION OFC	FEBRUARY SALARY	\$3,192.65
EXTENSION OFC	OVERTIME	\$61.22
WEED DEPT	FEBRUARY SALARY	\$3,578.76
SHERIFF DEPT	FEBRUARY SALARY	\$30,920.48
SHERIFF DEPT	OVERTIME	\$4,509.70
JAIL DEPT	FEBRUARY SALARY	\$17,220.18
JAIL DEPT	OVERTIME	\$3,138.56
	TOTAL FOR GENERAL FUND	\$259,209.14

**COUNTY ROAD & BRIDGE**

FIDELITY SEC. LIFE INS CO	EYE INSURANCE	\$48.60
AMERICAN FAMILY ASSURANCE	AMERICAN FAMILY ASSURANCE	\$421.58
B H ELECTRIC COOP INC.	UTILITY HIGHWAY ELECTRIC	\$95.38
CARDMEMBER SERVICE	CARDMEMBER SERVICES	\$106.49
CHEYENNE SANITATION	SANITATION COLLECTION	\$74.00
CITY OF EDGEMONT	CITY OF EDGEMONT WATER	\$80.60
DEBOER AG SERVICE	REIMBURSEMENT	\$73.32
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$404.50
GOLDEN WEST TECHNOLOGIES	TECHNOLOGY/SERVER/MA	\$229.44
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$256.53
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$135.00
CITY OF HOT SPRINGS	CITY WATER BILL	\$18.51
RICOH USA INC	HWY DEPT COPIER LEASE	\$75.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$3,377.50
LIUNA LABORERS LOCAL 620	UNION DUES	\$125.00
NATIONWIDE RETIREMENT SOL	NATIONWIDE RETIREMENT	\$50.00
PJ'S HI-D-WAY	UTILITY	\$562.50
QUILL CORPORATION	SUPPLIES	\$13.99
RAPID CITY JOURNAL (THE)	PUBLICATION	\$25.23
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$4,923.90
HIGHWAY DEPARTMENT	FEBRUARY SALARY	\$37,042.81
HIGHWAY DEPARTMENT	OVERTIME	\$3,989.63
	TOTAL FOR COUNTY ROAD & BRIDGE	\$52,129.51

**911 SURCHARGE REIMBURSEMENT**

CREDIT COLLECTION BUREAU	COLLECTIONS	\$302.86
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$337.55
GOLDEN WEST TECHNOLOGIES	TECHNOLOGY/SERVER/MA	\$490.00
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$804.64
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$75.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$2,011.50

LIUNA LABORERS LOCAL 620	UNION DUES	\$50.00
MESSERLI & KRAMER	COLLECTIONS	\$117.24
PORTFOLIO RECOVERY ASSOC.	GARNISHMENT	\$95.76
CENTURY LINK	DISPATCH TRANSFER/911 DISPATCH INCOMING	\$595.91
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$2,124.86
DISPATCH DEPT	FEBRUARY SALARY	\$16,820.39
DISPATCH DEPT	OVERTIME	\$886.74
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	\$29,712.45
<b>EMERGENCY MANAGEMENT</b>		
CARDMEMBER SERVICE	CARDMEMBER SERVICES	\$158.92
GOLDEN WEST TECHNOLOGIES	TECHNOLOGY/SERVER/MA	\$245.00
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$105.19
HOT SPRINGS ACE HARDWARE	SUPPLY	\$30.57
NASASP	NASASP	\$39.00
PITNEY BOWES	POSTAGE MACHINE LEASE	\$22.66
RESERVE ACCOUNT	POSTAGE PITNEY BOWES	\$1.00
QUILL CORPORATION	SUPPLIES	\$149.98
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$545.84
VERIZON WIRELESS	VERIZON WIRELESS	\$158.76
FALL RIVER EMERGENCY MANAGEMENT	FEBRUARY SALARY	\$4,673.56
	TOTALS FOR EMERGENCY MANAGEMENT	\$6,130.48
<b>M &amp; P RELIEF</b>		
MICROFILM IMAGING SYSTEMS	SCANNING EQUIP LEASE	\$145.00
	TOTAL FOR M & P RELIEF	\$145.00
<b>COURTHOUSE BUILDING FUND</b>		
CARDMEMBER SERVICE	CARDMEMBER SERVICES	\$232.50
HOT SPRINGS ACE HARDWARE	SUPPLY	\$197.64
	TOTAL FOR COURTHOUSE BUILDING FUND	\$430.14
	TOTAL PAID BETWEEN 2/7/18 AND 2/27/18	\$342,482.90

Break was taken at 10:51 a.m. and meeting resumed at 11:00 a.m.

Public comment was heard from Don Ackerman who voiced concerns about the school in Hot Springs and proposed budget cuts, without notifying the public of what their plans are. Ackerman asked if commissioners could work with the city and school to attempt to solve the issue. Russell spoke of the possibility of an opt-out, for additional funds, noting how school funding is tied to the state and how drops in population decreases funding.

Dar Coy and Les Madsen from the Hot Springs and Minnekahta Fire Departments met briefly with the board on dispersing Title III funds, and presented their department's information.

The agenda policy was addressed. Allen spoke of how Pennington County conducted their meetings. Agenda items must be to the clerk's office 2-3 days in advance; items are reviewed by the chairman of the board for final approval. Pennington County videos their meetings; Allen is still



not in favor of this, suggesting audio recording. Commissioners also had some questions on how items were listed on agendas, Deputy State's Attorney will review and bring back to the board.

Motion made by Nabholz, to approve video recording the meetings and make available to the public. Motion dies for lack of a second.

Keith Fisk, Game Fish and Parks Wildlife Damage Program Administrator, met with the board. Discussion was held on the dollar amount the county is assessed per state law, \$5,513.18 for 2018, which reflects \$.06 per head of livestock and \$.25 per sheep. This is according to the latest US Dept of Commerce Census of Agriculture. Cost for services spent in Fall River county in 2017 was approximately \$56,000. Fisk reported statistics on work done in the county, and fielded additional questions by the board.

Carl Shaw, Edgemont City Council, met with the board. Motion made by Falkenburg, seconded by Nabholz, to approve the continuation of annexing the Airport into the City boundaries, as required by SDCL for un-platted Agricultural land.

Motion made by Nabholz, seconded by Allen to enter executive session as per SDCL 1-25-2 for legal purposes at 11:50 a.m. It was determined the discussion was not a proper executive session issue. The chairman declared the board out of executive session at 11:52 a.m.

Nabholz requested an executive session for personnel. Motion made by Allen, seconded by Nabholz to enter executive session as per SDCL 1-25-2 for personnel purposes at 11:55 a.m. With Russell and Falkenburg voting no and Allen then asking to be excused, motion fails.

Motion made by Russell, seconded by Abbott, to adjourn the meeting at 11:58 a.m.

/s/ Joe Falkenburg  
Joe Falkenburg, Chair  
Board of Fall River County Commissioners

ATTEST:

/s/ Sue Ganje

Sue Ganje, Fall River County Auditor

**Aaron Eberle**

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**To:** Fall River County Herald; RCY Legals  
**Subject:** February 27, 2018 minutes  
**Attachments:** 2-27-18 FR Minutes.docx

Please publish these in the next editions of the Fall River County Herald and the Hot Springs Star.

*Aaron Eberle  
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AUDITOR'S COLLECTED AND UNCOLLECTED TAX REPORT - SDCL 10-1-17


FALL RIVER COUNTY

Statement in typewritten form, showing taxes levied and added, collected and abated, and uncollected for state, county, school, municipalities, townships and other entities covering one year period (taxes levied in 2016, collected in 2017). Show the percentage of tax collected and abated, also the percentage remaining uncollected as of December 31, 2017.

	TOTAL LEVIED & ADDED	%	COLLECTED & ABATED	%	UNPAID TAXES	%
County Taxes (lines Z of PT 76)	2,790,411.02	100%	2,719,334.94	97%	71,076.08	3%
Secondary Road Taxes (line 2-10 of PT76)	261,066.80	100%	254,733.44	98%	6,333.36	2%
Fire Fighting Purposes (34-31-3) (line 2-11 of PT76)	1,059.87	100%	1,059.83	100%	0.04	
Railroad Authority (49-17A-22,23) (line 2-12 of PT76)		100%				
Airport Authority (*50-6A-24,25) (line 2-13 of PT76)		100%				
School Taxes (line 2-14 of PT76)	5,313,165.18	100%	5,165,065.25	97%	148,099.93	3%
Civil Township Taxes (lines 2-15 of PT76)	4,503.30	100%	4,503.30	100%	-	
Cities and Town Taxes (line 2-16 of PT76)	1,386,840.36	100%	1,328,504.91	96%	58,335.45	4%
Sub-District Conservancy District (line 2-17 of PT76)		100%				
Rural Fire Protection Districts-SDCL 34-31A-21) (line 2-18 of PT76)		100%				
Other Entity Tax: (line 2-20 of PT 76) (line 2-20 of PT 76)						
(Please specify Taxing District Name)						
1) Ardmore Rural Fire District	10,856.67	100%	10,793.85	99%	62.82	1%
2) Cascade Rural Fire District	31,755.68	100%	29,207.35	91%	2,548.33	9%
3) Edgemont Rural Fire District	7,544.56	100%	7,419.18	98%	125.38	2%
4) Hot Springs Rural Fire District	53,787.81	100%	52,544.67	97%	1,243.14	3%
5) Minnekahta Rural Fire District	10,746.54	100%	10,452.74	97%	293.80	3%
6) Oelrichs Rural Fire District	11,513.18	100%	11,338.34	98%	174.84	2%
7) Edgemont Ambulance	27,925.89	100%	27,207.57	97%	718.32	3%
8) Hot Springs Ambulance	77,805.71	100%	75,609.04	97%	2,196.67	3%
9) Oelrichs Ambulance	8,733.96	100%	8,664.84	99%	69.12	1%
10) Pineshadow Road District	4,378.20	100%	4,298.73	98%	79.47	2%
11) Cascade Mountain Road District	645.88	100%	619.32	95%	26.56	5%
12) Oral Rural Fire District	15,991.89	100%	15,857.26	99%	134.63	1%
13) Eagle Valley Road District	5,924.92	100%	5,925.09	100%	(0.17)	
14) Country Club Road District	7,200.54	100%	7,200.73	100%	(0.19)	
15) Hot Brook Road District	5,100.23	100%	4,967.16	97%	133.07	3%
16) Waters Edge Road District	4,475.43	100%	4,455.30	99%	20.13	1%
17) Cedar Hill Road District	2,739.90	100%	2,740.08	100%	(0.18)	
18) Valley View Road District	1,139.26	100%	1,126.17	98%	13.09	2%
19) Ridge Road District	1,850.54	100%	1,850.72	100%	(0.18)	
20)Smithwick Fire District	17,586.70	100%	17,253.74	98%	332.96	2%
SUMMARY OF ALL GENERAL TAXES (Total of all above categories must equal "A" of PT76)	10,064,750.02	100%	9,772,733.55	97%	292,016.47	3%

SPECIAL TAXES: Telephone Outside Corporate Limits (line 2-9 of PT 76) (line 2-9 of PT 76)		100%				
Cascade Road District	3,000.00	100%	2,800.00	93%	200.00	7%
Pine Shadow Road District	4,150.00	100%	4,050.00	97%	100.00	3%
Predator	426.00	100%	426.00	100%	-	-
Country View Road District	4,400.00	100%	4,200.00	95%	200.00	5%
Edgemont City	1,000.00	100%	200.00	20%	800.00	80%
Hot Springs City	620.86	100%	620.86	100%	-	-
Ridge Road District	4,200.00	100%	4,200.00	100%	-	-
Valley View Road District	2,200.00	100%	1,900.00	86%	300.00	14%
Total 1 Year Special Taxes	19,996.86	100%	18,396.86	91%	1,600.00	9%
Special Assessments - list separately on back of form (line 2-19 of PT 76)	69,851.25	100%	61,334.90	87%	8,516.35	13%
<b>TOTAL SPECIAL TAXES</b>	89,848.11	100%				
<b>TOTAL REAL PROPERTY TAXES</b>	10,154,598.13	100%	9,852,465.31	97%	302,132.82	3%
General + Spec. Taxes (must equal "B" & "G" of PT 76)						

I, Sue Ganje County Auditor of Fall River County, State of South Dakota, do hereby certify that to the best of my knowledge all the foregoing figures are correct, and that they show the true amount of taxes levied, collected and uncollected for the year 2017 for state, county, cities, townships, school districts and other entities in said county.



County Auditor

Dated this 22nd day of February, 2018

Special Assessments Special Assessments (line 2-19 of PT 76) (Please specify Special Assessment)	TOTAL LEVIED & ADDED	%	COLLECTED & ABATED	%	UNPAID TAXES	%
1) 2007 Sew 2007-1 HS Sanitary Sewer District 2007-1	399.00	100%	399.00	100%	0	100%
2) 2070 2006-1 Str HS Street Improvement #2006-1	321.00	100%			321.00	100%
3) 2071 2006-50A Sewer District #2006-50A	2444.95	100%	2444.95	100%	0	100%
4) 2072 2006-50B Sewer District #2006-50B	1123.50	100%	1123.50	100%	0	100%
5) 2130 2011-1 Street 2011-1 Street; Back Nine	65562.80	100%	57367.45	87%	8195.35	13%

except in an open official meeting. Such sessions are called to protect the employer/employee relationship

### **2.8. Fair Labor Standards Act Covered and Non-Covered Employees**

The following employees of the county are considered exempt from the Fair Labor Standards Act:

- Elected Officials;
- Highway Superintendent;
- Director of Equalization;
- Weed Department Supervisor;
- Emergency Management Director;
- Veterans Service Officer;
- Building Maintenance Supervisor

All other employees of the county are covered under FLSA regulations.

## **POLICY #3: RECRUITMENT AND HIRING**

### **3.1. General Policy**

It is the fundamental policy of Fall River County to provide equal opportunity to all of its employees and applicants for employment and to assure that there shall be no discrimination against any person on the basis of race, color, religion, creed, national origin, sex, age, physical or mental disability, marital status or political beliefs unless related to a bona fide occupational requirement. Fall River County will take steps to equalize opportunity for employment at all levels of operation for those classes of people who have traditionally been denied equal opportunity – minority group members, women, the handicapped and all protected classes; and Fall River County recognizes an obligation to make reasonable accommodations to the known physical or mental limitations of an otherwise qualified applicant or employee unless the accommodation imposes an undue hardship.

All applicants for employment with Fall River County will be recruited from the available labor market evaluated on each person's individual qualifications and abilities. All employees shall be afforded equal employment opportunity during their term of employment, and are guaranteed protection against retaliation for exercising any legal or administrative procedures to secure right to equal employment or testifying on behalf of someone else doing so.

All administrators and supervisors are responsible for and shall be committed to achieving and promoting equal employment opportunity in Fall River County.

The Chairman of the Board of County Commissioners is the equal employment opportunity officer and shall be responsible for coordinating the equal employment opportunity program.

It is the policy of Fall River County to recruit and fill job vacancies with the most qualified individual for the position. The county has four methods of recruiting qualified applicants to fill job vacancies in county employment. These are: (1) promotion from within; (2) transfer from

## **POLICY #15: APPOINTIVE OFFICIALS**

### **11.1. Definition**

An appointed official is an individual who holds a position in a county as specified in SDCL 31-11-1; 10-3-3; 33-16-24; 33-15-27.

### **11.2. Appointive Officials to be appointed**

- (1) Highway Superintendent
- (2) Director of Equalization
- (3) Veterans Service Officer
- (4) Emergency Management Director/Coordinator
- (5) Weed and Pest Supervisor
- (6) Building Supervisor

### **11.3. Appointment of Appointive Officials**

- (1) SDCL 31-11-1
- (2) SDCL 10-3-3
- (3) SDCL 33-16-24
- (4) SDCL 33-15-27

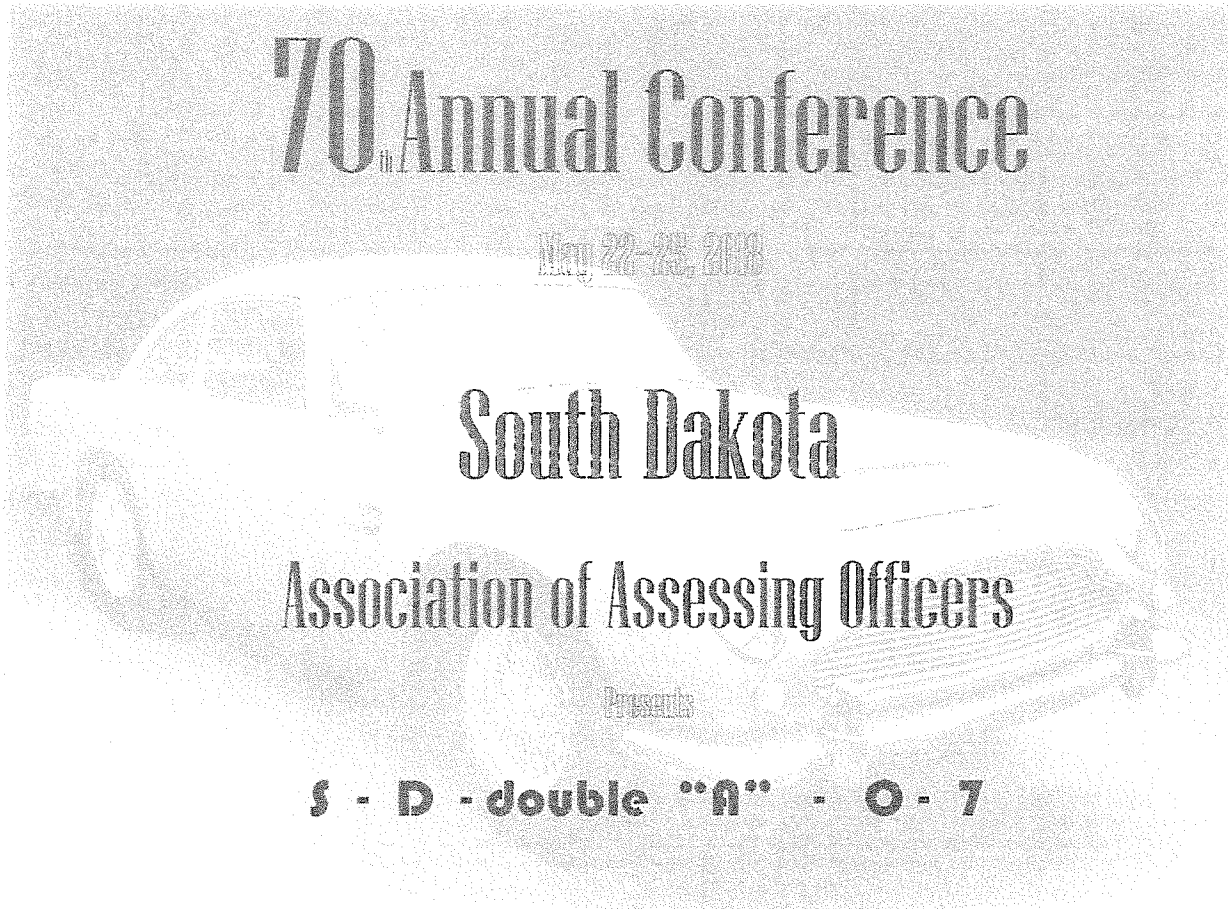
### **11.4. Applicable Policies to Appointive Officials**

- Policy #1: All subsections  
Policy #2: All subsections  
Policy #3: Not applicable  
Policy #4: All subsections  
Policy #5: All subsections  
Policy #6: All subsections  
Policy #7: All subsections  
Policy #8: All subsections  
Policy #9: All subsections  
Policy #10: All subsections  
Policy #11: All subsections  
Policy #12: All subsections

Building Knowledge

Extending Connections

Spreading Ideas



2018 SDAAO 70th Annual Conference Tentative Agenda

Door prizes at the end of each Education Session!!!

Door prizes at each break in the vendor area!!!

IT'S A NEW Car!!!\*\*  
A total of 10 chances to Win!!!

\*\* Donations will be given to the John Ritter Foundation.  
A \$5 donations will provide \$5,000 in SDAAO money for the  
Auction and the casino tables.





Monday May 21	Start	End
---------------	-------	-----

7—Hour National USPAP Update Course  
 8:30 am 4:30 pm  
 Pennington County Administration Office Building  
 130 Kansas City Street, Lower level  
 Rapid City, SD 57701

Tuesday May 22	Start	End
----------------	-------	-----

Golf 8:00 am 5:00 pm  
 Lunch included  
 Registration 10:00 am 4:00 pm  
 Luncheon 11:00 am 1:00 pm  
 Wine Tasting and Tours  
 1:30 pm 5:00 pm  
 Firehouse Wine cellar  
 Mini Golf 12:00 pm 5:00 pm  
 Presidents Reception 6:00 pm 10:00pm  
 Music by someone

Wednesday May 23	Start	End
------------------	-------	-----

Registration 8:00 am 9:00 am  
 Executive Board meeting 8:00 am 9:00 am  
 Opening 9:00 am 10:00 am  
 Vendor visits after the opening session.  
 Keynote speaker 10:30 am 12:00 pm  
 Lunch 12:00 pm 1:00 pm  
 Tour—Timber not just sawing logs  
 1:00 pm 5:00 pm

Education Sessions:  
 Soils and Productions 1:30 pm 3:00 pm  
 The Power Hour 1:30 pm 3:00 pm  
 Vendor visits 3:00 pm 3:30 pm  
 Door prizes given away  
 Climate Change 3:30 pm 5:00 pm  
 Everything Speaks 3:30 pm 5:00 pm



Thursday May 24	Start	End
-----------------	-------	-----

Education Sessions:  
 Tablets they are not just a pill 8:00 am 9:30 am  
 Everything Speaks 8:00 am 9:30 am  
 Vendor visits 9:30 am 10:00 am  
 Climate Change 10:00 am 11:30 am  
 Team Work in the office 10:00 am 11:30 am  
 Lunch 11:30 am 1:30 pm  
 Education Sessions:  
 Puppies Speak 1:30 pm 3:00 pm  
 Vendor visits 9:30 am 10:00 am  
 Where's the MONEY!!! 3:30 pm 5:00 pm  
 McCloud's—Hospitality Room 5:30 pm to 7:00 & again later  
 Banquet 5:45 pm 11:00 pm  
 SDAAO Awards banquet and Casino Night  
 Black tie encouraged  
 Casino Tables 6:30 pm 10:30ish  
 Dinner and awards 7:00 pm 8:00 am

Friday May 25	Start	End
---------------	-------	-----

General Business meeting 8:30 am 9:30 am  
 Call to order,  
 Minutes  
 Reports  
 Treasurer and By-law changes  
 Election of officers  
 Swearing in of officers  
 Retiring of colors  
 Department of Revenue meeting 9:30 am 10:00 am  
 Workshop Sales Ratio 10:15 am 12:30 pm  
 Executive Board Meeting TBD

Prep for 3/27/2018 Mtg

1. I went to several meetings/trainings and thought I'd throw things out for discussion:

1.1 At the Thursday 3/8 American Legion Meeting regarding school funding. The five-year tax break for new business construction was attacked as one of the reasons the school had insufficient funding. The group didn't understand how the tax system works.

1.2 At the Friday 3/9 BHACC and BHACO meeting in Hermosa, Mel and I attended: Sue forwarded you information about the 40% tax break for riparian buffers around streams and lakes. The tax break is tiny, about 4K\$ across the entire state, the paperwork overhead enormous, and many of our applications would be rejected as the break only applies to listed lakes and streams.

Custer Comm Lintz warned against promoting road districts, figured Custer Co out 184K\$, local neighborhoods take tax and leave expensive roads to county. He thought counties should keep 1/2 of secondary road tax.

Lawrence Treasurer Deb Tridel (sp) says they keep their money earning interest via a sweep account.

1.3 Comm. Spring Training 3/14&15: ID Theft and Scams, counties getting hit, Jody Gillespie, AG's office offered to come and give a talk to county personnel.

SDDOT, Kinniburgh, they have grants to build roads to industrial parks, Joe might mention to Shedco. Picked up a spare Gravel Road Guide if anyone wants to learn about gravel roads.

SDLTAP, Hiway Supts need to provide more information to Comms, counties should buy better gravel, and lots of Supts being fired or quitting.

Rod Fortin says 40% max general fund carry is all year round not just Sept and Mar as before. Comms should review all audit recommendations for better supervision.

Competency exam grant program is pretty much a disaster, only 22 applications approved, 19 rejected, only 21K\$ of the 120K\$ budgeted. On the good side more state approved examiners, some in Rapid and lower fees.

Dept of Revenue, Wendy Semmler says according Houdyshell the golf course lots will come off of the rural service district next year. Finally! Ag valuations and productivity questions consumed most her time. I e-mailed her re the golf course and whether we could make 160 acres a requirement for timber.

Rules for vacating highways, got two lawyer names that might be useful on the Chilson.

Conduct of meetings: No one brought copies of the small Naco instruction book. Unless we adopted different bylaws, Joe Allen couldn't vote "No" on going into exec session because he made the motion to go into exec session in the 2/27 meeting. The mover has to vote yes. Claim was anything board sees is available to the public. I asked about poor relief- he refused to answer that one. Draft of minutes must be available within ten days of meeting. Best Practices: We should probably have Sue read our motions prior to every vote to insure accurate minutes and knowing votes. Any divided vote should be by roll call.

Poverty Simulation: We were split into family groups and tried dealing with the welfare system and filling daily needs with limited income. It was a little hard to role play a sickly ten year old, when a crusty 70 year old male commissioner was my pregnant 16 year old sister. Dad never got a job, the power company cut off our electricity, sis and I pawned our stereo, and Mom got ripped off by the bank.

FALL RIVER COUNTY COURTHOUSE

906 N. RIVER STREET

HOT SPRINGS, SD 57747

PHONE: 745-5130 FAX: 745-6835

BID: 9600 gallons of propane, Request for Bid, to be delivered on March 16-17 2018

Specifications: Propane is to be HD-5 grade, 90% or greater propane, preferably 95% propane, with other gases as per ASTM D-1835.

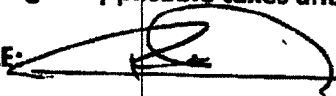
DATE: March 13, 2018

FROM: Dakota Propane

PHONE: 745-5959, Fax: 745-7768

BID FOR: 9600 gallons of propane, delivered to the County Courthouse.

AMOUNT OF BID (Including all applicable taxes and fees) (# 9302.40) .969¢ per gallon

AUTHORIZED SIGNATURE:  . Will be delivered Fri 3-16-18

DATE SIGNED: 3-13-18

NOTE: All bids must be received in the Fall River County Auditor's Office at the above address (faxed or hand delivered), before 12:00pm noon on Wednesday March 14 2018, to be considered, unless otherwise stated by the caller for bids.

If declining to bid please fax/return this form with the words: "decline today's bid" on the line designated for the Bid Amount.

Thank You

Lyle Jensen, Maintenance Supervisor

FALL RIVER COUNTY COURTHOUSE

906 N. RIVER STREET

HOT SPRINGS, SD 57747

PHONE: 745-5130 FAX: 745-6835

**BID: 9600 gallons of propane, Request for Bid, to be delivered on March 16-17 2018**

**Specifications: Propane is to be HD-5 grade, 90% or greater propane, preferably 95% propane, with other gases as per ASTM D-1835.**

**DATE: March 13, 2018**

**FROM: P.J.'S Hide-Away**

**PHONE: 890-1010, Fax: 662-5757**

**BID FOR: 9600 gallons of propane, delivered to the County Courthouse.**

**AMOUNT OF BID (including all applicable taxes and fees):** \$1.06 per gal.

**AUTHORIZED SIGNATURE:** William Tanner by Pauline Trotter

**DATE SIGNED:** 3/14/18

**NOTE: All bids must be received in the Fall River County Auditor's Office at the above address (faxed or hand delivered), before 12:00pm noon on Wednesday March 14 2018, to be considered, unless otherwise stated by the caller for bids.**

**If declining to bid please fax/return this form with the words: "decline today's bid" on the line designated for the Bid Amount.**

**Thank You**

**Lyle Jensen, Maintenance Supervisor**

FALL RIVER COUNTY COURTHOUSE

906 N. RIVER STREET

HOT SPRINGS, SD 57747

PHONE: 745-5130, FAX: 745-6835

BID: 9600 gallons of propane, Request for Bid, to be delivered on March 16-17 2018

Specifications: Propane is to be HD-5 grade, 90% or greater propane, preferably 95% propane, with other gases as per ASTM D-1835.

DATE: March 13, 2018

FROM: Nelson's Oil & Gas

PHONE: 745-4189

BID FOR: 9600 gallons of propane, delivered to the County Courthouse.

AMOUNT OF BID (Including all applicable taxes and fees): \$1.05/gallon

AUTHORIZED SIGNATURE: [Signature]

DATE SIGNED: 3-14-18

NOTE: All bids must be received in the Fall River County Auditor's Office at the above address (faxed or hand delivered), before 12:00pm noon on Wednesday March 14, 2018 to be considered, unless otherwise stated by the caller for bids.

If declining to bid please fax this form with the words: "Decline today's bid" on the line designated for the Bid Amount.

Thank You

Lyle Jensen

## AIR METHODS ADVANTAGE MEMBERSHIP AGREEMENT

This AIR METHODS ADVANTAGE MEMBERSHIP AGREEMENT (the "Agreement") is made and entered into effective as of the 1st day of April, 2018 (the "Effective Date") by and between **Fall River County, South Dakota**, having its principal place of business at 906 North River Street, Hot Springs, South Dakota 57747 ("County") and **Air Methods Corporation**, a Delaware corporation, having its principal place of business at 7301 S. Peoria Street, Englewood, Colorado 80112 ("AMC"). County and AMC are sometimes referred to in this Agreement individually as a "Party," and collectively as the "Parties."

**WHEREAS**, AMC is engaged in the business of providing emergency air medical transportation services and maintains a membership program called "Air Methods Advantage" through which it provides certain benefits to its members; and

**WHEREAS**, County and AMC desire to enter into this Agreement with respect to AMC's provision of emergency air medical transportation services to the County's citizens and their Household Members (as defined below).

**NOW, THEREFORE**, in consideration of the foregoing, and in consideration of the mutual covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **TERM.** Unless earlier terminated as set forth herein, this Agreement shall be in effect for a period of one (1) year commencing on the Effective Date (the "Term").

2. **SCOPE OF SERVICES.** This Agreement only covers medically necessary air medical transports by AMC of County citizens who enroll in the "Air Methods Advantage" membership program (in accordance with the process described in Section 4.a. of this Agreement, below), and, if applicable, their respective Household Members (as defined below) to the closest appropriate hospital in AMC's service area. Medical necessity is determined by a patient's Insurance carrier, based on information from the attending physician. Patients are responsible for the cost of any transports that are determined not to be medically necessary. Furthermore, AMC is under no obligation to provide specific transport services as part of this Agreement. County understands that under some circumstances AMC may not be available to provide transport services due to weather conditions, maintenance, commitment of the aircraft to another transport, governmental market restrictions, FAA restrictions, AMC's absence from the applicable local market, weight and balance restrictions, or other factors. In addition, this Agreement does not cover the cost of any transports rendered by air or ground providers other than AMC.

3. **SERVICES.**

- a. During the Term of this Agreement, AMC agrees to provide emergency air medical transportation services to County citizens and, if applicable, their respective Household Members (as defined below). In exchange for providing such services, AMC agrees to accept the amount paid by Insurance as payment in full for any medically necessary transport of: (i) a County citizen, (ii) a County citizen's spouse, (iii) a County citizen's children under the age of 26, and (iv) a County citizen's dependent children of any age who are incapable of supporting themselves due to a mental or physical disability (each of (ii) – (iv) a "Household Member").

- b. If an AMC wholly owned subsidiary renders a medically necessary air medical transport to a County citizen or a County citizen's Household Member, AMC shall bill the patient's health insurance and any other responsible third party payer, including, but not limited to, automobile insurance (collectively, "Insurance"). AMC will accept the amount paid by Insurance as payment in full for any medically necessary transport. Patients transported by AMC are responsible for providing AMC with a valid assignment of benefits and for assisting AMC in its efforts, on the patient's behalf, to secure sufficient payment from the patient's Insurance. Subject to the foregoing, patients are still responsible for payment of any ground ambulance services rendered.

4. **COUNTY OBLIGATIONS.** County shall be responsible for the following throughout the Term:

- a. County shall make available to its County citizens (whether on County's website(s) or otherwise) a customized Internet link / code / microsite (to be provided by AMC to County), which County citizens may use to enroll in the "Air Methods Advantage" membership program.
- b. Upon AMC's request following its transportation of a County citizen or a County citizen's Household Member, County shall provide to AMC sufficient documentation to confirm the County citizen's residence with the County on the date such transport was performed.

5. **PAYMENT.** Subject to the terms of this Agreement, County acknowledges and agrees that, during the Term and in exchange for the provision of the "Air Methods Advantage" membership benefits / services set forth in this Agreement, AMC shall charge County citizens who enroll in the "Air Methods Advantage" membership program (in accordance with the process described in Section 4.a. of this Agreement, above) Twenty-Five US Dollars (\$25.00) per year, for a County citizen individually, and Sixty US Dollars (\$60.00) per year, for a County citizen and his / her Household Members collectively (collectively, the "Payment"). The applicable Payment shall be due on the date a County citizen enrolls (the "Enrollment Date"). Payment shall be sent to AMC in the manner described / designated at the time of each County citizen's enrollment. The Parties recognize that this annual amount was determined by an independent actuarial analysis in accordance with relevant guidance on such "Air Methods Advantage" membership program rates.

6. **PUBLICITY.** County may generally describe the membership benefits provided by AMC under this Agreement in its brochures, websites, marketing collateral and other materials. Notwithstanding the above, County shall not use AMC's tradenames, service marks, logos, or any other proprietary intellectual property related thereto, for advertising or any other purposes, without the prior, express written consent of AMC.

7. **DEFAULT AND TERMINATION.** A material breach by either Party of any representation, warranty or covenant contained in this Agreement, or the failure of either Party to comply with any material terms or conditions set forth in this Agreement, shall constitute an event of default (a "Default"). In the event of Default, this Agreement may be terminated by the non-defaulting Party and, except as otherwise set forth herein, shall be of no further force and effect thirty (30) days after the non-defaulting Party provides the defaulting Party with written notice of a Default (the "Cure Period"), unless the defaulting Party cures the Default prior to the expiration of the Cure

Period.

8. **LIMITATION OF LIABILITY.** In no event, whether as a result of contract, tort, strict liability or otherwise, shall either Party be liable to the other for any punitive, special, indirect, incidental or consequential damages, including without limitation loss of profits, loss of use or loss of contract.

9. **RELATIONSHIP OF THE PARTIES.** The relationship of the Parties, as set forth in this Agreement, is that of independent contractors. Nothing in this Agreement is intended or shall be construed as creating any kind of partnership, joint venture, or agency relationship between the Parties. Neither AMC nor its employees, agents or subcontractors, if any, shall in any way be deemed to be employees, agents or subcontractors of County. Likewise, neither County nor its employees, agents or subcontractors, if any, shall be deemed to be employees, agents or subcontractors of AMC.

10. **NO REFERRAL CONTINGENCY.** The Parties agree that the benefit to each Party hereunder do not require, are not payment for, and are in no way contingent upon the admission, referral, or any other arrangement for the provision of any item or service offered by either Party in any facility, controlled, managed, or operated by any Party. Each of the Parties expressly acknowledges and agrees that it has been and continues to be its intent to comply fully with all federal, state, and local laws, rules, and regulations. It is not the purpose nor is it a requirement of this Agreement to offer or receive any remuneration or benefit of any nature or to solicit, require, induce, or encourage the referral of any patient, the payment for which may be made in whole or in part by Medicare, Medicaid or other payor. No payment made or received under this Agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering, or arranging for or recommending the purchasing, leasing, or ordering of any goods, service, item, or product for which payment may be made in whole or in part under Medicare, Medicaid or other payor. No Party shall make or receive any payment that would be prohibited under state or federal law.

11. **MODIFICATION TO COMPLY WITH LAWS.** In the event that any one or more of the terms of this Agreement is determined to be unlawful or invalid under, or is otherwise inconsistent with state or federal law, as the result of an enforcement action brought against any Party hereto, or an audit or examination of any Party hereto by the Office of Inspector General of the Department of Health & Human Services, the Internal Revenue Service, the United States Justice Department, or any other agency of the state or federal government having jurisdiction over the subject matter of the Agreement, the Parties hereto agree to negotiate in good faith to reform this Agreement and shall reform the same to eliminate the illegality, invalidity, or infeasibility. In the event that an enforcement action is brought or threatened against any Party hereto, or an audit or examination is commenced with respect to any Party hereto by any of the aforementioned agencies, and reformation of this Agreement shall facilitate the resolution of the enforcement action or threatened enforcement action, or shall facilitate the resolution of the audit or examination in favor of the Party being examined or audited, the Parties hereto agree to negotiate in good faith to reform this Agreement and shall reform the Agreement to eliminate or revise its term or its terms in a manner to favorably resolve the enforcement action, threatened enforcement action, audit or examination; "favorably resolve" means that it shall be resolved in such a manner that the agency of state or federal government which is bringing or threatening the enforcement action, audit, or examination does not conclude or find that a term of this Agreement is unlawful or invalid under state or federal law. In the event that a change or further interpretation of state or federal law that either of the Parties reasonably believes would render any one or more of the terms of this Agreement unlawful, invalid,



or infeasible as provided herein, the Parties hereto agree to negotiate in good faith to reform this Agreement and shall reform the same to eliminate the illegality, invalidity, or infeasibility, and to comply with such change or interpretation. In the event that the Parties do not agree to reform this Agreement as provided herein, this Agreement shall terminate ten (10) days from the date of the negotiations contemplated herein. The terms of this Section shall survive the termination of this Agreement.

12. **SEVERABILITY.** Subject to Section 11, in the event that any provision of this Agreement is determined to be unlawful or contrary to public policy, such provision shall be severed herefrom, shall be deemed null and void, but shall in no way affect the remaining provisions outlined herein.

13. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regards to conflict of laws principles thereof.

14. **NOTICE.** Any notices, demand or communication required or permitted to be given hereunder shall be deemed effectively given when personally delivered, when actually received by facsimile or email transmission or by guaranteed overnight delivery service, or five (5) business days after being deposited in the United States mail, with postage prepaid thereon, sent certified or registered mail, return receipt requested, and in all such cases addressed as follows:

If to County:

Fall River County  
906 North River Street  
Hot Springs, SD 57747  
Attn: Joe Falkenburg, Chairman

If to AMC:

Air Methods Corporation  
7301 South Peoria Street.  
Englewood, CO 80112  
Attn: Vice President, North Central Region

with a copy (which shall not constitute notice) to:

Air Methods Corporation  
7301 South Peoria Street  
Englewood, CO 80112  
Attention: Legal Department

15. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the Parties, and supersedes all prior written agreements, arrangements and understandings and all prior and contemporaneous oral agreements, arrangements and understandings between the Parties with respect to the subject matter of this Agreement.

16. **AMENDMENT AND MODIFICATION.** This Agreement may not be amended, modified or supplemented except by an instrument in writing signed on behalf of each Party and otherwise as expressly set forth herein.

17. **NO PRESUMPTION AGAINST DRAFTING PARTY.** Each of County and AMC acknowledges that it has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting Party has no application and is expressly waived.

18. **COUNTERPARTS; FACSIMILE OR ELECTRONIC SIGNATURE.** This Agreement may be executed in counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. Any executed counterpart to this Agreement may be delivered by facsimile, PDF or other electronic means, and any counterpart so delivered shall constitute an original for all purposes.

**IN WITNESS HEREOF,** the Parties, through their respective undersigned authorized officers, have duly executed this Agreement to be effective as of the Effective Date.

**AIR METHODS CORPORATION**

**FALL RIVER COUNTY, SOUTH  
DAKOTA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



303 North River Street Hot Springs, South Dakota 57747

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**Tracy Bastian**  
Public Works Engineer/ Utilities Director

March 6, 2018

Fall River County  
906 North River Street  
Hot Springs, SD 57747

Re: Easement in flood channel for infrastructure improvements, affecting lot 23 and 24 of Block 13, Catholicon Addition to the City of Hot Springs.

The City of Hot Springs has experienced positive growth in health care facilities and other business in the area along the highway 18 truck bypass and state highway 71. This growth has made it necessary to make upgrades to the sanitary sewer system in the southwest area of Hot Springs as the older, smaller lines are becoming overburdened at times.

We are planning to increase the size of the existing main on Houston Avenue between South 9<sup>th</sup> Street and South River Street as well as install a new main along Houston Avenue between South River Street and South 6<sup>th</sup> Street.

Houston Avenue between South Chicago Street and South 6<sup>th</sup> Street was platted but never developed and ultimately vacated. The plan is to install the new main along the route of the current drainage channel which is unsuitable for building due to periodic flooding. In order to protect the interests of both the property owners and the City, it is proper procedure to establish an easement through this drainage area where the pipe would be buried.

The easement will designate a 20' wide route that assures that no buildings or structures would be built over the proposed main and is accessible for maintenance if required. The easement also helps protect the drainage channel from being obstructed by structures which could cause back up of flood water and damage to nearby homes.

The construction of the project will require the contractor to fully restore the drainage channel to its current status including requirements to compact the soil to prevent settling with all disturbed areas being seeded and covered with high quality straw mulch erosion blankets to assure rapid regrowth of grass. There will be no manholes or other obstructions in the drainage channel and the appearance and use of the grassy channel will remain unchanged.

The project and the establishment of the easement does not incur any cost on your behalf. We are only asking your consideration in agreeing to the easement which is only for the purpose of protecting access to the pipe and providing protection to you as the landowner to clarify the existence of the drainage channel and the sewer main at any point in the future that the property is sold or transferred.

The only item we need is an authorized signature on the easement plat. We will work with you in whatever manner is most convenient and can arrange to meet with you at your convenience. We request that all signatures be obtained by March 30, 2018.

We appreciate your assistance in this matter to help enhance our community. If you have any questions please feel free to contact us.

Best regards,



Tracy Bastian, Public Works Engineer/Utilities Director  
Kim Barbieri, City Administrator