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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 31st day of October, 2018.

Total Amt of Deposit in First Interstate Bank: \$2,697,688.22

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

Total Amount of Cash: \$6,607.24

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

Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days: \$284,605.41

SAVINGS:

First Interstate Bank : \$183,008.02

First National Bank of Lead: \$1,021,109.23

CERTIFICATES OF DEPOSIT:

First Interstate-Hot Springs: \$3,553,492.10

Black Hills Federal Credit Union: \$250,000.00

Bank of the West \$506,381.99

Schwab Treasury \$1,300,000.00

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:

Baker, David \$300.00, Lic 09/10/2018

Bayan, Fritchie \$957.52, Lic 08/24/2018

Nielsen, Teresa \$489.20, Lic 08/06/2018

TOTAL \$9,807,073.93

Dated This 31st Day of October, 2018. NS


Sue Ganje, County Auditor of Fall River County.

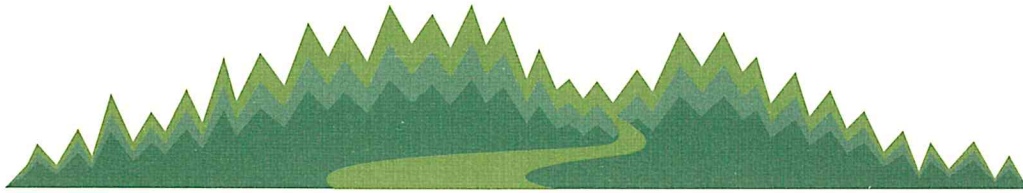
County Monies: \$7,414,532.09

Held for other Entities: \$2,225,192.77

Held in Trust: \$167,349.07

TOTAL: \$9,807,073.93

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.



Black Hills Regional Multiple Use Coalition

P.O. Box 9496 • Rapid City, SD 57709 • 605-341-0875 • Fax 605-341-8651

November 12, 2018

SUE GANJE
FALL RIVER COUNTY COMMISSIONERS
906 NORTH RIVER STREET
HOT SPRINGS, SD 57747

Invoice for 2019 Dues

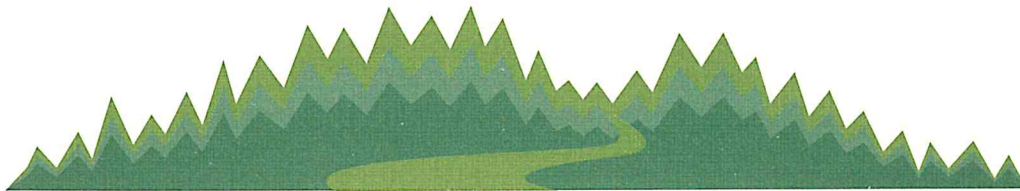
2019 Dues for
Black Hills Regional Multiple Use Coalition - - - - \$100.00

Please send to:

Deb Reub
Black Hills Regional Multiple Use Coalition
PO Box 9496
Rapid City, SD 57709-9496

If you have any questions, please call
Ben Wudtke at 605-341-0875.

Thank you for your continued support!!



Black Hills Regional Multiple Use Coalition

P.O. Box 9496 • Rapid City, SD 57709 • 605-341-0875 • Fax 605-341-8651

November 12, 2017

TO: BOARD OF DIRECTORS

SUBJECT: MEETING NOTICE

The November meeting of the Board of Directors will be at 4:00 pm November 16th at the Spearfish Holiday Inn. Minutes from the October meeting are attached for your review.

The tentative agenda items are:

- Follow-up from meeting with Nebraska NF
- 2019 Meeting dates and issues
- Annual Donations
- Election of Officers
- Directors' Round Robin

Feel free to call me at 605-341-0875 if you have any questions or comments.

Ben Wudtke
Executive Secretary

Black Hills Multiple Use Coalition- October 19, 2018

The October meeting of the board of directors of BHRMUC was called to order at 1600 hours at the South Dakota Stock Grower Association in Rapid City, South Dakota. Those present were Druse Kellogg, Patty Brown, Richard Sleep, Scott Edoff, Veronica Edoff, Larry Mann, Pam Thompson, Hugh Thompson, Tom Troxel, Eric Jennings, Matt Lottes, Butch Oien, David U, Mark Tubbs, and James Halverson.

National Grasslands representative was in attendance to discuss current issues and field questions.

Prairie dog poisoning: usually wait until fall since prairie dogs less likely to take the bait when things are "green"

Two Priorities for Secretary of Agriculture: increase harvested timber volume & increase use of fire for landscape management

*tentative plans for three rangers from the Grassland to meet with BHMUC in Feb 2019 for further discussions

Pledge of allegiance was made

Discussion of upcoming committee nominations – Patty Brown and Eric Jennings make up nominating committee

Eric Jennings gave the treasurer's report :

Previous balance: 14,180.39

Deposits: 100 membership, 1,000 Neiman Timber Co donation

Withdrawals: 53.25 Holiday Inn, 290.30 USPS, 79.88 Holiday Inn, SD Stockgrowers 250, Acuity Insurance 350, Holiday Inn 53.25

Balance 7/27/2018: 14,203.71

Coloring book update: ongoing, no new news

"Ride with Respect" grant – working to get signs up at trailheads, volunteers desired for install

Federal weed containment areas that surround private lands create problem for the private landowner's weed control efforts

Meeting adjourned 6:15 pm

Minutes by Matt Lottes

November 9, 2018

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

Dear County Commission:

Thank you for your commitment to the delivery of public health services for constituents in your county. Enclosed are two copies of the contract which would begin **January 1, 2019** and run through December 31, 2019. **You will notice a 1.2 % increase which is consistent with FY 19 State Salary Policy. It has been many years since the nursing rates have been adjusted in the contract.**

I am available to answer any questions you might have related to the contract, and can be reached by phone at 773-2569 or by email scott.gregg@state.sd.us.

Following review, please sign **both** copies and return in the enclosed pre-addressed envelope along with a **certificate of insurance**.

Once the Department of Health signatures have been affixed, a copy of the contract will be returned for your records.

Again, thank you for your ongoing commitment to public health.

Sincerely,



Scott Gregg
Office of Child & Family Services, Program Operations

STATE OF SOUTH DAKOTA
CONSULTANT CONTRACT
FOR PROVISION OF COMMUNITY HEALTH SERVICES
BETWEEN

Fall River County Commission
906 North River Street
Hot Springs, SD 57747
Phone: 605-745-5130
Referred to as "County"

South Dakota Department of Health
Family and Community Health
Child and Family Services
600 East Capitol Avenue
Pierre, SD 57501-2536
Referred to as "State"

The State and the County hereby enter into a contract for providing community health nursing services.

The parties' duties pursuant to this contract shall begin on January 1, 2019, and end December 31, 2019.

I. COUNTY

- A. County is not a full or part-time employee of the State or any agency of the state of South Dakota.
- B. County clerical may use the equipment and supplies owned by the State of South Dakota including computers, system furniture, and other equipment necessary to deliver services.
- C. County agrees to:
 - 1. Pay up to a total of \$6,254.00 for community health nursing services rendered. The County agrees to pay said amount in installments of \$1,563.50 on or before each of the following dates:
 - a) January 15, 2019;
 - b) April 15, 2019;
 - c) July 15, 2019;
 - d) and October 15, 2019.

Each installment is to be sent to the:

State of South Dakota
Office of Child & Family Services
Attn: Leah McQuiston
600 E. Capitol Avenue
Pierre, SD 57501-9988

The State will bill the County approximately one month in advance of the installment due date.

2. Provide the following for the community health nurse or nurses:

- a. Clerical support hours, which do not include WIC Program assistance, for the nursing service hours of this contract.
- b. Office space sufficient to carry out ordinary day-to-day duties.
- c. Provide prompt repairs to office equipment owned by the County.
- d. Provide prompt repairs to the physical facility where the nurse's office is located so as to maintain the office in a habitable condition.
- e. Assure county clerical working with Child and Family Services provide documentation on immunization status for MMR, Tdap, annual Influenza and comply with Department Of Health tuberculosis screening policy to prevent the spread of communicable disease.

D. **INSURANCE:** County agrees, at its sole cost and expense, to maintain the following insurance:

1. Commercial General Liability Insurance:

Consultant shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this contract or be no less than two times the occurrence limit.

2. Worker's Compensation Insurance:

Consultant shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

3. Certificates of Insurance:

Before beginning work under this Contract, Consultant shall furnish State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Consultant agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Consultant shall furnish copies of insurance policies if requested by State.

E. County agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as a result of performing services hereunder. This section does not require the County to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers, agents or employees.

F. County is a Business Associate of the Department of Health pursuant to requirements of the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act §§ 13400-13424, 42 U.S.C. §§

17921-17954 (2009). State's Administrative Policies and Procedures Statement No. 25, as modified from time to time during the term of this agreement, is incorporated by reference and made a part of this agreement as if fully set forth herein.

Privacy and Security Requirements

1. As a Business Associate, County agrees:

- a. to be subject to and follow all HIPAA provisions found in 45 CFR 160 and 45 CFR 164, including any potential penalties and/or other consequences relating to a failure to comply with such requirements.
- b. to use or disclose any Protected Health Information (PHI) solely:
 - i. to meet its obligations in this and any other agreements with State;
 - ii. as required by applicable law, rule or regulation; and
 - iii. as permitted by HIPAA, and any amendments to HIPAA, and subject in particular to limits set forth in 45 CFR § 164.514 (e) (2) (limited data sets) and 45 CFR § 164.502(b) (minimum necessary disclosure requirements);
- c. to return or destroy all PHI received from, created, or received on behalf of State, at termination of this agreement, or upon request of the DOH, whichever occurs first, or, if such return or destruction is not feasible, to extend the protections of this agreement to the information and limit further uses and disclosures of such PHI;
- d. to ensure that its agents, including a subcontractor for which Consultant has received prior written consent from State pursuant to "Other Provisions" section H to whom it provides PHI received from or created by Consultant on behalf of State, agrees to the same restrictions and conditions applicable to Consultant, and agrees to implement reasonable and appropriate safeguards to protect all Electronic Protected Health Information (EPHI). Consultant also agrees to create and enforce business associate agreements (BAAs) with any and all subcontractors and to monitor such subcontractors for compliance with HIPAA provisions and to take reasonable steps to ensure that its employees' actions or omissions do not cause a breach of the terms of this agreement;
- e. to notify State of any discovery or a breach of unsecured PHI as defined in the HITECH Act or accompanying regulations pursuant to the terms of 45 CFR § 164.410 and cooperate in State's breach analysis procedures, if requested. A breach shall be treated as discovered by Consultant as of the first day on which such breach is known, or, by exercising reasonable diligence, would have been known, and requires notification to State without unreasonable delay and in no event later than thirty (30) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and
- f. to comply with all requirements pursuant to the HITECH Act and its implementing regulations, and all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii). Consultant will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act and without a valid authorization from the applicable individual. Consultant will not engage in any communication which might be deemed to be "marketing"

under the HITECH Act, and will comply with all applicable security requirements in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.

2. Notwithstanding, the prohibitions set forth in this agreement, County may use and disclose PHI if necessary for its proper management and administration or to carry out its legal responsibilities, provided the following requirements are met:
 - a. the disclosure is required by law; or
 - b. reasonable assurances are obtained from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed. Such person shall notify County of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Availability of PHI

County further agrees:

- a. to comply with any request for restrictions on certain disclosures of PHI pursuant to 45 CFR § 164.522, as agreed by State and with notice to County;
- b. to make PHI available for purposes of accounting of disclosures, as required by 45 CFR § 164.528 and Section 13405(c)(3) of the HITECH Act; and
- c. to cooperate in providing any accounting required on a timely basis.

II. STATE

1. Employ nursing staff to provide Public Health services to the County. The State's community health nurse shall provide a minimum of 1248 hours of nursing service to the County. The primary focus of the community health nurse is preventive care and health education. Nursing services may not exceed the standard of care for which a licensed nurse is permitted to give. Examples of the services that may be provided to the County include:
 - a. Pregnancy care education
 - b. Infant safe sleep education
 - c. Family Planning program services
 - d. Post-partum services
 - e. Developmental screening
 - f. Immunizations
 - g. Health and safety education to individuals and groups
 - h. Communicable disease prevention and intervention
 - i. Tuberculosis testing – TB medication management
 - j. Local Emergency Preparedness

- k. Client need coordination
 - l. Nutrition education
 - m. Collaboration with community partners
2. Provide personnel who will assure that nursing standards and criteria are being met. On-site review of records, direct observation of nursing activities, review of statistical information and inservices will be provided to assist in the measurement and assurance of quality nursing service.
 3. Provide fiscal and administrative management, including participating in the supervision and evaluation of county staff provided by this agreement, to ensure efficient utilization of the resources of both parties. All income from patient fees and donations will be deposited in the State's budgetary accounting system.
 4. Pay for telephone charges, computer network, computer support, office/medical supplies and postage used by Child and Family Services.
 5. Provide county clerical with tuberculosis screening and appropriate immunizations as needed according to Child & Family Services/DOH and infection control policy.

III. OTHER PROVISIONS

- A. CHOICE OF LAW AND FORUM. The terms and conditions of this contract are subject to and will be construed under the laws of the State of South Dakota. The parties further agree that any dispute arising from the terms and conditions of this contract, which cannot be resolved by mutual agreement, will be tried in the Sixth Judicial Circuit Court, Hughes County, South Dakota.
- B. INTEGRATION. This contract is a complete version of the entire agreement between the parties with respect to the subject matter within this contract and supersedes all prior or contemporaneous written or oral understandings, agreements and communications between them with respect to such subject matter. This contract may be modified or amended only by a writing signed by both parties.
- C. TERMINATION: This contract may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by State for cause at any time, with or without notice.
- D. NOTICE: Any notice or other communication required under this contract shall be in writing and sent to the address set forth above. Notices shall be given by and to the State Contact Person on behalf of State, and by and to the Consultant Contact Person on behalf of Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- E. ASSURANCES: The Consultant agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Byrd Anti Lobbying Amendment (31 USC 1352), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013, American Recovery and Reinvestment Act of 2009, and Section 106 (g) of the Trafficking Victims Protection Act of 2002, as amended (22 U.S.C. 7104) as applicable.
- F. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: Consultant agrees that neither Consultant, nor any of Consultant's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency. Consultant will provide immediate written notice to the Department of Health, Division of Administration (600 East Capitol Avenue, Pierre, SD 57501 (605) 773-3361), if Consultant, or any of Consultant's principals, becomes

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions involving Federal funding. Consultant further agrees that if this contract involves federal funds or federally mandated compliance, then Consultant is in compliance with all applicable regulations pursuant to Executive Order 12549, including Debarment and Suspension and Participants' Responsibilities, 29 C.F.R. § 98.510 (1990).

- G. **FUNDING TERMINATION:** This contract depends upon the continued availability of appropriated funds and expenditure authority from Congress, the Legislature or the Executive Branch for this purpose. This contract will be terminated for cause by State if Congress, the Legislature or Executive Branch fails to appropriate funds, terminates funding or does not grant expenditure authority. Funding termination is not a default by State nor does it give rise to a claim against State.
- H. **NONASSIGNMENT/SUBCONTRACTING:** Consultant shall not assign this contract, or any portion thereof without the prior written consent of State. Consultant's assignment or attempted assignment of this contract, or any portion thereof, without State's prior written consent constitutes a material breach of contract. The Consultant may not use subcontractors to perform the services described herein without the express prior written consent of State. Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. Consultant will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- I. **FEDERAL AND STATE LAWS:** Consultant agrees that it will comply with all federal and state laws, rules and regulations as they may apply to the provision of services pursuant to this contract, including the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendment thereto, Section 306 of the Clean Air Act, and Section 508 of the Clean Water Act. Both parties further agree to provide services covered by this contract without regard to race, color, national origin, sex, age or disability as prohibited by state or federal law.
- J. **OWNERSHIP:** All reports, recommendations, documents, drawings, plans, specifications, technical data and information, copyrights, patents, licenses, or other products produced as a result of the services rendered under this contract, excluding medical records kept in the normal course of Consultant's business, will become the sole property of State. State hereby grants Consultant the unrestricted right to retain copies of and use these materials and the information contained therein in the normal course of Consultant's business for any lawful purpose. Either the originals, or reproducible copies satisfactory to State, of all technical data, evaluations, reports and other work product of Consultant shall be delivered to State upon completion or termination of services under this contract.
- K. **REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE:** Consultant agrees to report promptly to State any event encountered in the course of performance of this contract which results in injury to the person or property of third parties, or which may otherwise subject Consultant or State to liability. Reporting to State under this section does not satisfy Consultant's obligation to report any event to law enforcement or other entities as required by law.
- L. **SEVERABILITY:** In the event that any term or provision of this contract shall violate any applicable law such provision does not invalidate any other provision hereof.
- M. **AUDIT REQUIREMENTS:**
(EXPENDING \$750,000 OR MORE)
A nonprofit subrecipient, (as well as profit hospitals) (Consultant), expending \$750,000 or more in one year in Federal awards, must have an annual audit made in accordance with 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- All audits must be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, SD 57501-5070. On continuing engagements, the Auditor General's approval should be obtained annually. The auditor must follow the Auditor General's guidelines when conducting the audit. The draft audit report must be submitted to the Auditor General for approval prior to issuing the final report. The auditor must file the requested copies of the final audit report with the Auditor General. Audits shall be completed and filed with granting agencies by the end of the ninth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. If it appears that a required audit cannot be completed by the end of the ninth month following your fiscal year, you must request an extension from the federal agency for which the majority of federal expenditures relates.
- Failure to complete audit(s) as required will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completed satisfactorily.
- N. **FORCE MAJEURE:** Neither Consultant nor State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract, "force majeure" means acts of God, acts of the public enemy, acts of the State and any governmental entity in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather.

- O. **CONTRACT ORIGINAL AND COPIES:** An original of this contract will be retained by the State Auditor's Office. A photocopy will be on file with the South Dakota Department of Health and a second original will be sent to Consultant.
- P. **RECORD RETENTION/EXAMINATION:** Consultant agrees to maintain all records that are pertinent to this contract and retain them for a period of three years following final payment against the contract. State agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection review or audit by State, other personnel duly authorized by State, and federal officials so authorized by law.
- Q. **LICENSING AND COMPLIANCE:** The Consultant agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The Consultant will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Consultant's failure to ensure the safety of all individuals served is assumed entirely by the Consultant.
- R. **CONFIDENTIALITY OF INFORMATION:** For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Consultant by the State. Consultant acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Consultant shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Consultant is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Consultant shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Consultant; (ii) was known to Consultant without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Consultant without the benefit or influence of the State's information; (v) becomes known to Consultant without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Consultant understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the contract except as required by applicable law or as necessary to carry out the terms of the contract or to enforce that party's rights under this contract. Consultant acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this contract for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Consultant will be required to undergo investigation.
- S. **CONFLICT OF INTEREST:** Consultant agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal organizational conflict of interest, or personal gain. Any potential conflict of interest must be disclosed in writing.
- T. **RECYCLING.** State strongly encourages Consultant to establish a recycling program to help preserve our natural resources and reduce the need for additional landfill space.

The parties signify their agreement by signing below.

**Sign
Here**

Colleen Winter, Director Date
Division of Family and Community Health
Department of Health

Chairman, County Commissioner Date

Print or Type Name

Kari J. Williams Date
Administrator, Financial Management
Department of Health

State Contact Person: Scott Gregg Phone: 773-2569

11/08/18
EM102918
FallRiverCounty-CY2019
11/2018 ch

09/28/2018

*Audio-Video Solutions
1104 Jackson Blvd
Rapid City, SD. 57702
Phone/Fax 1-605-343-8363*

AVS=====

Lyle Jensen
605-890-0372
lylefr@gmail.com

Lyle,

Thank you for the opportunity to provide Fall River County a quote for acoustical improvements to the annex building and an audio-visual recording system for recording county commission meetings.

After completing an acoustical model of the annex room and analyzing various forms and placement of sound panels I was able to determine that treating the ceiling only will be adequate to improve the acoustics to a point where the room will be comfortable acoustically. While more treatment would "deaden" the room even more I don't believe that would be necessary for your use. The sound panels would be a fabric covered rock wool unit 2' x 4' and would be suspended an inch or two down between the lights. I have attached several sound maps showing the difference between the untreated and treated room.

For the video recording system I have chosen an integrated video production device that is stand-alone and does not require a computer for operation. This will greatly simplify the recording process as it has a built in touch screen for both video monitoring and control. The unit is the Epiphan Pearl Mini. It has all of the facilities you will need built in and once the unit has been configured requires no computer. The video system will use two high definition cameras connected to the recorder via an HDMI cable. The cables come in various lengths but I have settled on 35'. That should give you plenty of length to position the cameras properly and not have to have a lot of cable laying on the floor. The cameras will mount on a standard microphone stand. The Pearl Mini has three inputs so you would be able to add another camera in the future should the need arise. As far as recording audio goes I have included four boundary (looks like a computer mouse) mics.....three for the commissioners table and one for the podium. The mixer has a total of 8 inputs so there is room for expansion there also. The Pearl Mini is a stereo audio recorder so we will put the commissioner's mics on one channel and the podium on the other channel for isolation. That allows you listen to one or the other (or both) for additional clarity. Since there isn't a requirement for live sound reinforcement the recording mics will have a large pickup area with no feedback issues. Sound can be monitored through the recorder via headphones. The entire system will be mounted in a fairly small rack with covers to protect the gear during transport. We will add external connections to the rack unit so setup will be easy. No digging around the back of the units trying to plug things in. Setup should only take a few minutes.

The Pearl Mini has many features that make it future-proof including the ability to stream live or to a YouTube channel should you ever require that. There are a number of settings that affect recording quality and files sizes. If you record at 720P, which is the same as high-def broadcast TV, you can have very high quality video and reasonable file sizes. In speaking with Epiphan the file size for a 3 hour meeting recorded at 720P will be less than 4 gigabytes and probably closer to 2 gigabytes. Either of those can be duplicated to a DVD or a small thumb drive for archiving.

The machine itself will come with a 256 gigabyte SD card and would be able to hold approximately 200 hours of meetings. I have also included a 1 terabyte external hard drive for archiving that can hold 4 times that amount. The files can be recorded in a number of formats and be compatible with computer playback as well as standard DVD players.

I would encourage to watch this video if you have the time. I know I sent this previously but just trying to get all the info in one place. https://www.youtube.com/watch?v=VNVoeTm_JxI

I have added a number of attachments with information on the equipment. If you have questions feel free to call me any time. I am going to be out of the office next week but will be taking calls. On the 3rd through the 5th I will not have any cell service so it would be best to call before that.

Thanks again for the opportunity to serve.

Best Regards,
Tracy Krsnak

Audio Video Solutions
1104 Jackson Blvd
Rapid City, SD 57702
605-343-8363 Office
605-390-9040 Cell

FRC Video Recording System		Audio Video Solutions, Inc.	
Lyle Jensen		1104 Jackson Blvd. Suite A	
605-890-0372		Rapid City, S.D. 57702	
lylefrc@gmail.com		1-605-343-8363	
Manufacturer	Model	Description	Quan
Epiphan	Pearl Mini	High def recording & streaming system	1
SanDisk		256 gigabit xtreme SD card	1
Toshiba	HDTB410XK3AA	Canvio Basics 1TB Portable External Hard Drive USB 3.0	1
Marshall	CV345-CSB	High Def HD-SDI and HDMI camera	2
Rainbow	L2864	2.8 ~ 6.4 lens	2
Atlas	MS-12E	Mic stand W/ 1/4-20 camera adapter	2
MCM	HA-HH28-35	35' amplified HDMI cable	2
Shure	CVB-B/C	Boundary Microphone	4
Behringer	ZMX8210	8 in 3 out microphone mixer	1
Pro Co	SMA Series	4-ch Snake - 25'	1
Audio Technica	AT8314-20	20' mic cable	1
SKB	1SKB19-R1208	Slant top AV rack /W lower storage unit and casters	1
Misc.		Install Materials	1
Audio Visual recording system including installation, configuration, setup, testing, and on-site training: \$9,154.00			

November 13, 2018

A/V Proposal

Kelly Combs



2520 West Main Street Rapid City, SD 57702 605-348-6737

Fall River County Portable AV Recording System v3

Lyle Jensen
906 North River Street
Hot Springs, SD 57747
605 745 5144
lylefrc@gmail.com

Project Overview

This proposal presents a portable AV system to record audio and video for Fall River County meetings.

Audio System

A combination of a Shure auto mixer/gooseneck microphones, and Focusrite Scarlett Solo will provide the ability place microphones at the necessary locations, and send an audio feed to the computer for recording. Audio will be monitored by plugging in headphones into the Focusrite Scarlett Solo.

The portable rack will include a custom microphone/video input plate to easily connect the gooseneck microphones, cameras, and an external display to the system. Additionally, utility drawers are specified to provide secure storage of the equipment.

Video System

The laptop computer will include the live production software vMix. This software provides professional recording and streaming capabilities in an intuitive package. Two PTZ Optics NDI cameras will interface via Ethernet connections to a TP Link Ethernet Switch. This connection allows camera power, control, and video to occur over a single Ethernet cable connected to the custom input plate in the mobile equipment rack. This eliminates the need to plug the cameras into outlets giving freedom to position the cameras in the optimal location. An external Quad-Layer BD/Dual-Layer DVD/CD drive is included to record/catalog/store material captured during meetings, providing the ability to record up to 128GB of data on a single BD-R QL disk.

Two On-Stage microphone stands with camera adaptors will serve to position the cameras. Heavy bases are specified to provide a solid foundation to achieve optimal camera heights.

Terms and Conditions

This proposal is valid 45 days from the date on the cover page. If this proposal is accepted, following an approved purchase order (if necessary), an installation date will be scheduled. Instances where the installation date exceeds two months following an accepted proposal, and/or there are multiple stages to the project, invoices may be submitted for product needing to be ordered in advance to ensure availability for the pre-installation and final installation stages. Additionally, invoices may be submitted for labor during pre-installation stages.

Product warranties follow the manufacturers' warranty policies.

Haggerty's AV will assemble, test, and deliver the system, as well as provide basic training.

Budget

Qty	Mfg.	Part #	Description
1	Shure	SCM810	8-Channel Auto Mixer
1	Focustire	Scarlett Solo	USB Audio Interface
1	ETA	ETA-PD8A	Power Conditioner/Distribution
1	TP Link	TL-SF1008P	8-Port Ethernet Switch w/ 4-Port PoE
7	Shure	CVG12-B/C	Gooseneck Condenser Microphone, 12"
7	Shure	CVD-B	Desktop Microphone Base
1	Gator	G-Tour 10X16 PU	Portable Road Rack Case, 16U
1	Gator	GRW-SHELFVNT1	Vented Utility Shelf, 1U
2	Gator	GRW-DRW2	Rack Drawer, 2U, 14.2" Deep (Microphone/Base Storage)
1	Gator	GRW-DRWDF3	Rack Drawer, 3U, 10" Deep, Foam Insert (Camera Storage)
1	Gator	GRW-DRW4	Rack Drawer, 4U, 14.2" Deep (XLR Cable Storage)
1	Middle Atlantic	UNI-1	Universal Connector Panel
1	TBD		Headphones
7	TBD		XLR Cables, 25 ft.
1	TBD		17.3" Laptop Computer, Intel Core i5, 8GB RAM, 1TB HD
1	Pioneer	DBR-XD05S	8x External USB 3.0 Quad-Layer BD/ Dual Layer DVD/CD Drive
1	TBD	BD-RE XL	Recordable BD-RE XL Triple Layer 100GB Disc, 5 Pack
1	vMix	Basic HD	Live Production and Streaming Software
1	TBD		HDMI Cable, .7m
1	TBD		HDMI Cable, 15m
2	PTZ Optics	PT20X-NDI-ZCAM	20X Optical Zoom Camera, NDI, 1080p60
2	Lex Products	CAT6S-050	Tour Grade Shielded Cat6 with Connectors, 50 ft.
2	On-Stage	BA1516	16 lb Hex Base
2	On-Stage	MSS9312	Three Section Shaft
2	On-Stage	CM01	Video Camera Adapter
			Product Subtotal \$ 9,311.00
			Cable, Connectors \$ 181.00
			Hardware \$ 52.00
			Assembly, Training, Shipping \$ 750.00
			Sub Total \$ 10,294.00
			Excise Tax \$ -
			Grand Total \$ 10,294.00

Dear Commissioners

July 6, 2010

The jail committee has recommended that the commissioners have Architect Gene Fennell prepare a preliminary plan for a new jail. I oppose this. Fennell signed the Lund Associates' contract for architectural services on the Hot Springs Library. Part of that contract was for construction administration, which was confirmed by Fennell in an Aug 17, 2005 letter from City Attorney Pat Ginsbach. The major timber trusses, with inferior connections, missing truss work logs, and undersized and substandard timbers, should have been rejected by Fennell as they did not meet contract specifications and did not follow the blueprints supplied to the city.

Subsequent to construction of the library I noted highly twisted roof structural timbers (purlins), cracks running completely through inferior truss connections, and missing or undersized steel reinforcements. City Project Engineer Tracy Bastian noted missing logs in the scissor trusses, discovered missing steel truss shear plates, and measured several of the logs as undersized. The city hired Timber Products Inspection which found one roof structure log unsuitable for any structural rating and twelve that were substandard. PE Mark Fetzer reported on the library structure and his calculations show the building only able to support a combined loading of 45 psf as opposed to the blueprint specification of 65 psf. The library will be evacuated after heavy snows.

The Hot Springs Safety Committee recently met and discussed the need to replace the heavy and cracking roofing tiles with light-weight steel to address the weak log structure. The cost for replacing the roofing is estimated to be \$175,000.

SDCL 36-18A-46 States that an Architect shall provide written report of the deficiencies and deviations from the plans prior to project completion. This was not done. The building was built without following the blueprints.

At present it is impossible to accurately determine the remaining strength of the library structure as we have no as-built blueprints from which to calculate. From direct observation it is clear that the original blueprints were not followed and that cheaper, lighter, and substandard materials were used. Construction Administration includes on-site observation by a licensed professional of the blueprints and specifications being followed in construction. Fennell signed, as the Architect/Manager, the contract agreement between Lund and Hot Springs including construction administration. When the SD Board of Technical Professionals questioned proper oversight, Fennell confirmed Lund responsible for construction administration. I don't believe the county should be contracting with Fennell for jail planning in light of the substandard construction and oversight of the Hot Springs Library.

Regards,


Paul Nabholz, PE

Attachments: Fennell's signature-Arch. Contract.
Ginsbach letter- Construction Admin.
SDCL 36-18A-1 (9)- Construction admin.
SDCL 36-18A-46- Deficiency report
Blueprint deviations, Library photos

Available: Jan 09 Nabholz
Calcs, Sept 08 Fetzer Calcs,
Feb 2008 TPI inspection,
Jan 07 Fejfer Calcs, Add'l
photos

rates and multiples set forth for Additional Services shall be adjusted in
with the normal salary review practices of the Architect.

OTHER CONDITIONS OR SERVICES

*(descriptions of other services, identify Additional Services included within Basic Compensation and
adjustments to the payment and compensation terms included in this Agreement.)*

Lund Associates will provide Architectural and Structural Engineering Services only
for Schematic Design through Construction Administration.

The Architectural Services do not include the design, coordination or construction
administration for the mechanical and electrical for this project.

The Architect assumes no responsibility for these services.

This Agreement entered into as of the day and year first written above.

THIS DOCUMENT HAS IMPORTANT LEGAL
CONSEQUENCES. CONSULTATION WITH AN
ATTORNEY IS ENCOURAGED WITH RESPECT
TO ITS COMPLETION OR MODIFICATION.
AUTHENTICATION OF THIS ELECTRONICALLY
DRAFTED AIA DOCUMENT MAY BE MADE
BY USING AIA DOCUMENT D401.



OWNER (Signature)

CARL OBERLITNER, MAYOR
(Printed name and title)



ARCHITECT (Signature)

Gene Fennell
Architect / Manager

(Printed name and title)



©1997 AIA®
AIA DOCUMENT B151-1997
ABBREVIATED OWNER-ARCHITECT
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

FARRELL (1940-1995)
FARRELL, OF COUNSEL

LICENSED TO PRACTICE IN NEBRASKA

August 17, 2005

441 NORTH RIVER STREET
HOT SPRINGS, SOUTH DAKOTA 57747
PHONE: 605.745.5161
FAX: 605.745.3154
EMAIL: farrellginsbach@gwtc.net

PATRICK M. GINSBACH
HEATHER M. SUDBECK*

CITY OF
AUG 17 2005
HOT SPRINGS

Hon. Carl Oberlimer
Mayor
303 North River St.
Hot Springs, SD 57747

RE: Board of Technical Professions

Dear Carl:

I received a letter from Robert Anderson, the lawyer for the Board of Technical Professions and they are holding firm that they want a Civil Engineer involved in the site plan. I spoke with Gene Fennell at Lund and Associates and he told me that he had an informal conference with one of the board members yesterday and the board seems to think that a civil engineer can handle all aspects of the site plan, whereas a landscape architect can only handle some of the aspects, making it necessary to hire both. Gene felt that it would be easier just to hire a civil engineer. He had given me three names: Ed Schultz at C-Tech, Gary Renner at Renner Engineering, and Dave Mauch at Ferber Engineering. I had tried to call John Sheltens to see if he had any involvement with any of these three individuals and I was told that he may be back in the office today from his vacation. Gene said that as to the issue of who would be the construction administrator, we need to provide them with the information that Lund and Associates will be administering the construction part of the contract. As far as the other requirements regarding the site plan in Rob Anderson's August 1, 2005 letter, he said that those issues would be taken care of by whatever civil engineer was hired.

I asked Gene what he thought the board would do if the City of Hot Springs dug in their heels and stated that they would just rely upon their own in-house city official designing the city project on city property. Gene did not know but thought that the Board would then feel as if they are forced to do something. I do not know if you want me to contact these civil engineers that Gene Fennell gave me to see if they would be interested in doing the site plan. I will wait until I hear from you.

Yours truly,

Pat Ginsbach

Patrick M. Ginsbach

(kh)

cc: Joe Lux
John Sheltens

Codified Laws Chapter 36-18A and Administrative Rules Article 20:38

36-18A-1. Definition of terms. Terms used in this chapter mean:

- (1) "Alteration," for the purpose of determining exemptions, any remodeling, renovation, or reconstruction to a building which changes the use, occupancy classification, or occupant load, or the exiting, structural, mechanical, or electrical systems of a building as defined by the building code;
- (2) "Architect," any person licensed in good standing and legally authorized to practice architecture in this state;
- (3) "Architectural intern," any person who has successfully completed an accredited education program in architecture acceptable to the board and is enrolled in the intern development program administered by the National Council of Architectural Registration Boards;
- (4) "Board," the Board of Technical Professions;
- (5) "Building," any structure used or intended to support or shelter any occupancy;
- (6) "Building or floor area," the sum of the areas of all of the floors of a building, including basements, mezzanine, and intermediate tiers, and penthouses of headroom height, measured from the exterior faces of exterior walls or from the center line of the wall separating buildings. The building area does not include such features as pipe trenches, exterior terraces or steps, chimneys, vent shafts, courts, and roof overhangs. The floor area of enlargements shall be added to the existing building area. A fire or area separation wall is not an exterior wall for the purposes of this definition;
- (7) "Building official," the officer or other designated authority charged with the administration and enforcement of the adopted code;
- (8) "Business entity," any corporation, partnership, limited liability corporation, limited liability partnership, or sole proprietorship that practices or offers to practice engineering, architecture, land surveying, landscape architecture, petroleum release assessment, or petroleum release remediation services to the public through its licensed personnel who are either employees, officers, directors, partners, members, managers, or owners and that have been issued a certificate of authorization by the board;
- (9) "Construction administration," the interpretation of drawings and specifications, the establishment of standards of acceptable workmanship, and the site observation of construction, by a licensed professional, for the purpose of determining whether the work is in general accordance with the construction contract documents. Shop drawing review, coordination of a construction project among the owner, architect, engineer, contractor, and subcontractors, and inspection of construction by contractors, subcontractors, owner's agents, building officials, or other unlicensed professionals does not constitute construction administration;
- (10) "Corrective action," an action taken to minimize, contain, eliminate, remediate, mitigate, or clean up a petroleum release, excluding removal of a petroleum tank of less than one thousand one hundred gallons;
- (11) "Design-build," a delivery approach in which a project team of design professionals and builders perform design and construction services under contract with a client;
- (12) "Engineer," a person who is qualified to practice engineering by reason of special knowledge and use of the mathematical, physical, and engineering sciences and the principles and methods of engineering analysis and design, acquired by engineering education and engineering experience;
- (13) "Engineering intern" or "engineer-in-training" or "EIT" or "EI," a person enrolled by the board as an engineering intern and who has successfully passed the fundamentals of engineering examination;
- (14) "Enlargement," for the purpose of determining exemptions, is any addition to a building which changes the use, occupancy classification, or occupant load, or the exiting, structural, mechanical, or electrical systems of a building as defined by the building code adopted by the board;

Codified Laws Chapter 36-18A and Administrative Rules Article 20:38

embossed seal, a rubber stamp, a computer-generated seal, or other facsimile found acceptable to the board. The licensee's original written signature and the date shall be adjacent to or across the seal. Computer-generated or other facsimile signatures and dates may not be used. Petroleum release assessors and remediators, or interns, may not obtain or use any seal.

36-18A-45. Seal signature and date as certification of work done by licensee -- Documents on which seal is required -- Preliminary work -- Multiple seals -- Electronically transmitted documents. The application of the licensee's seal and signature and the date constitutes certification that the work on which it was applied was done by the licensee or under the licensee's responsible charge. The seal, signature, and date shall be placed in such a manner that can be legibly reproduced on the following:

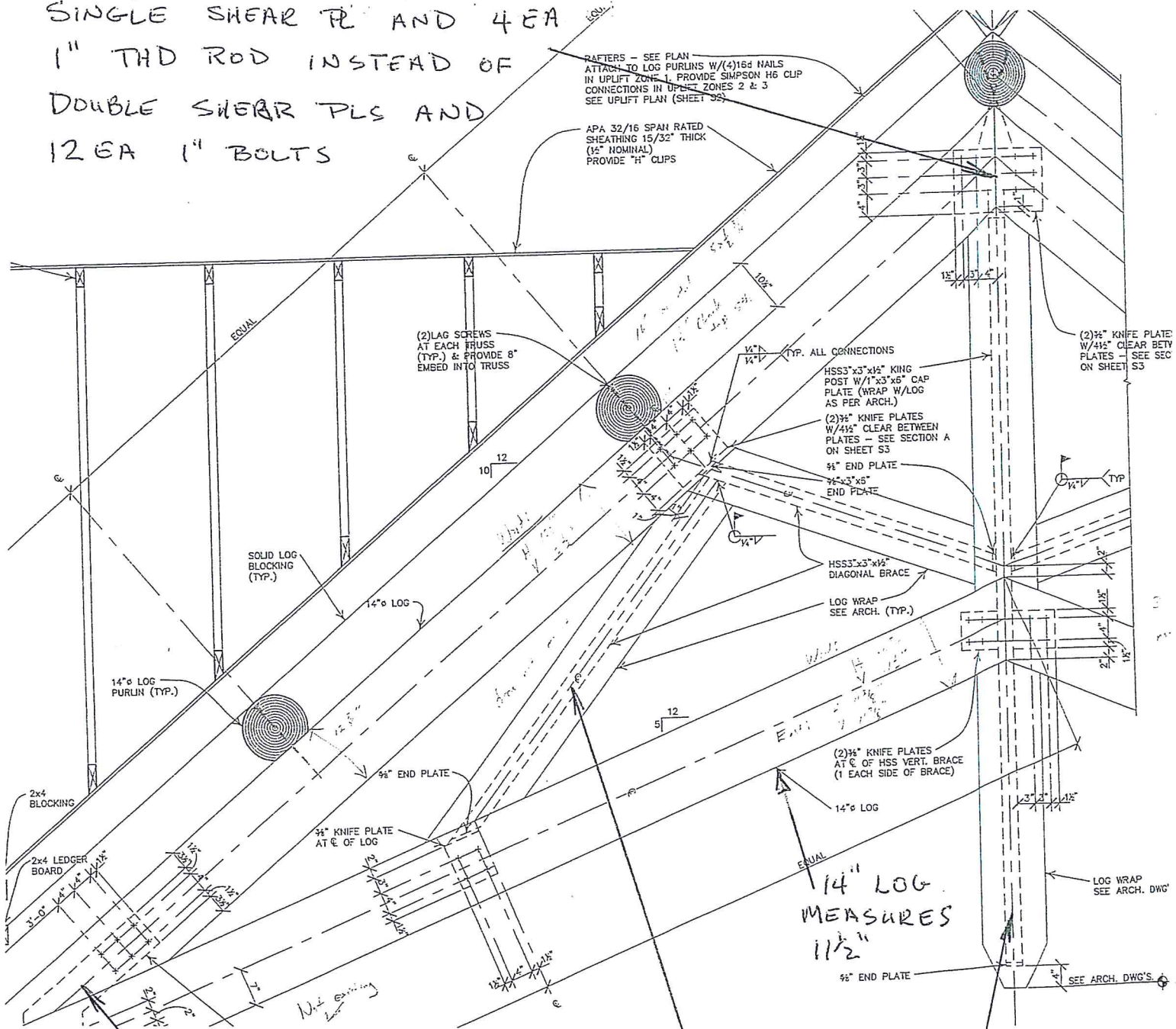
- (1) All originals, copies, tracings, or other reproducibles of all final drawings, specifications, reports, plats, plans, land surveys, design information, and calculations prepared by the licensee or under the licensee's responsible charge when presented to a client or any public or governmental agency. A licensee may not review or check technical submissions of another licensed professional or unlicensed person and seal the documents as the licensee's own work;
- (2) Preliminary work shall contain a note that the submittal is Not for Construction, Preliminary, or other such explanation that it is not final;
- (3) In the case of multiple seals, the title or index sheet may be sealed, signed, and dated by all involved. In addition, each sheet shall be sealed, signed, and dated by the licensee or licensees responsible for that sheet;
- (4) Drawings that are transmitted electronically to a client or governmental agency shall have the computer-generated seal removed from the original file. The electronic media shall have the following inserted in lieu of the seal, signature, and date: This document originally issued and sealed by (name of licensee/sealer), (title), (license number), on (date of sealing). This media should not be considered a certified document.

36-18A-46. Construction administration services to be provided by architect or engineer. No person other than an architect or professional engineer may provide architectural and engineering services which include construction administration services on projects that are not exempt pursuant to § 38-18A-2 and 36-18A-3. The architect or professional engineer of record, or another designated architect or professional engineer without conflict of interest, shall provide a written report of observed deficiencies or variations from the submitted plans and specifications to the building official, owner, and builder before project completion. The board may promulgate rules pursuant to chapter 1-26 to establish construction administration services criteria including coordinating and prime professional criteria for persons licensed by the board.

36-18A-47. Firm or office to have appropriately licensed person in charge. Any office physically located and maintained in this state to offer engineering, architectural, land surveying, landscape architectural, petroleum release assessment, or petroleum release remediation services shall have an appropriately licensed person who is regularly employed in that office and who has responsible charge and direct supervision and control of all professional services. A licensee who renders occasional, part-time, or consulting services to or for a firm or office may not be designated as the person in responsible charge for the professional activities of the firm or office unless a schedule is posted at the office for the public's knowledge and filed with and approved by the board stating when the licensee is physically in the office.

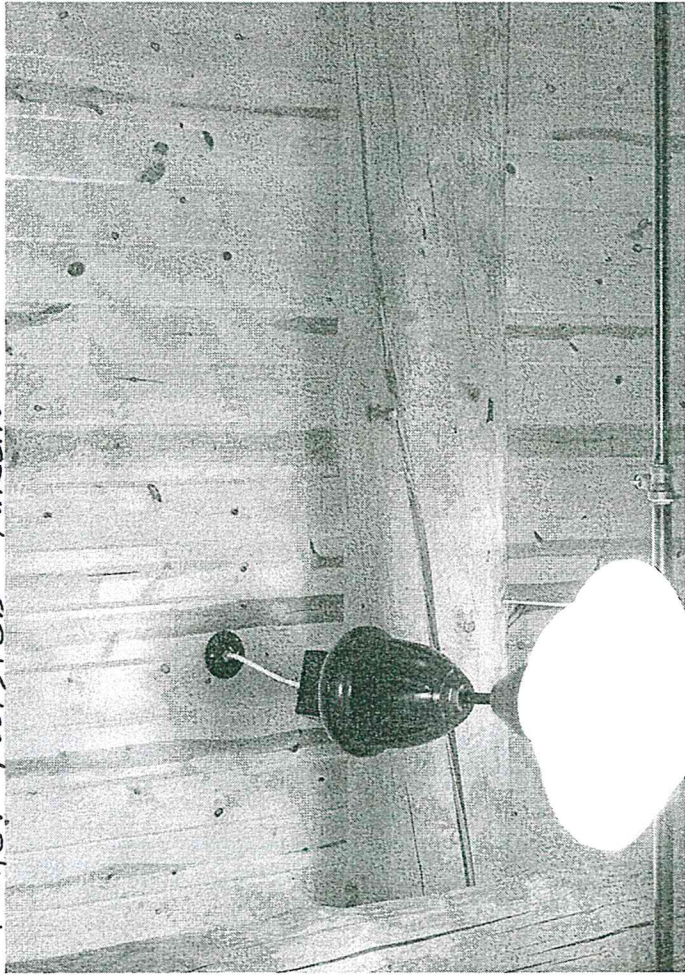
36-18A-48. Business entity must obtain certificate of authorization -- Responsibility for acts of individuals. Any business entity that desires to practice engineering, architecture, land surveying, landscape architecture, or petroleum release assessment or remediation in this state shall register with the board by making application for a certificate of authorization. A business entity is responsible for the conduct or acts of its agents, employees, officers, partners, members, or managers in respect to any engineering, architecture, land surveying, landscape architecture, petroleum release assessment, or petroleum release remediation services performed or to be executed in this state. No person is relieved of

SINGLE SHEAR PL AND 4 EA
1" THD ROD INSTEAD OF
DOUBLE SHEAR PLS AND
12 EA 1" BOLTS



BLUE PRINT OF SCISSOR TRUSSES

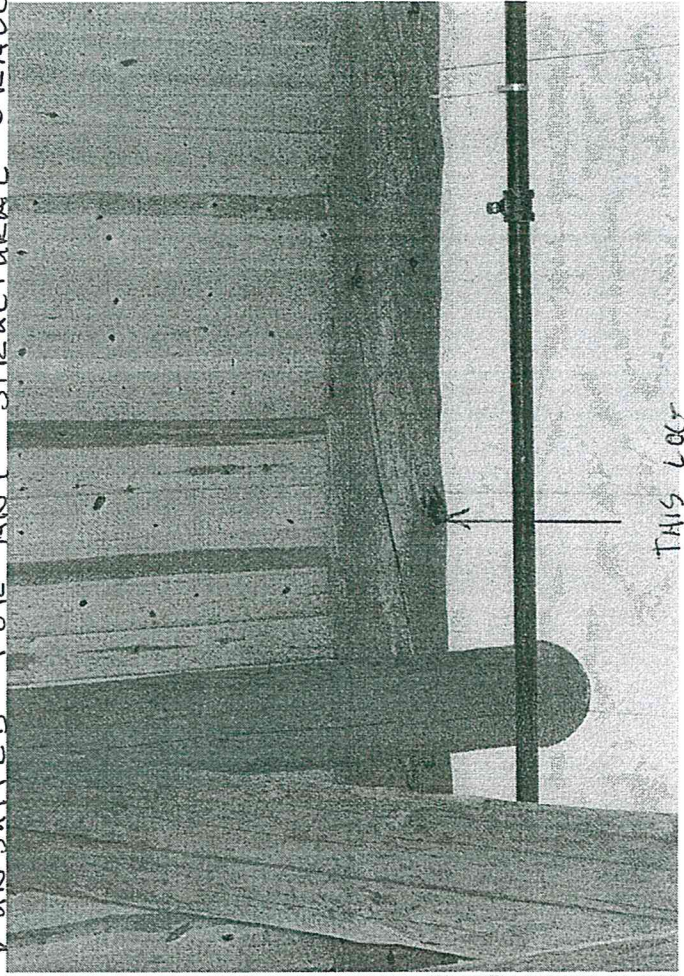
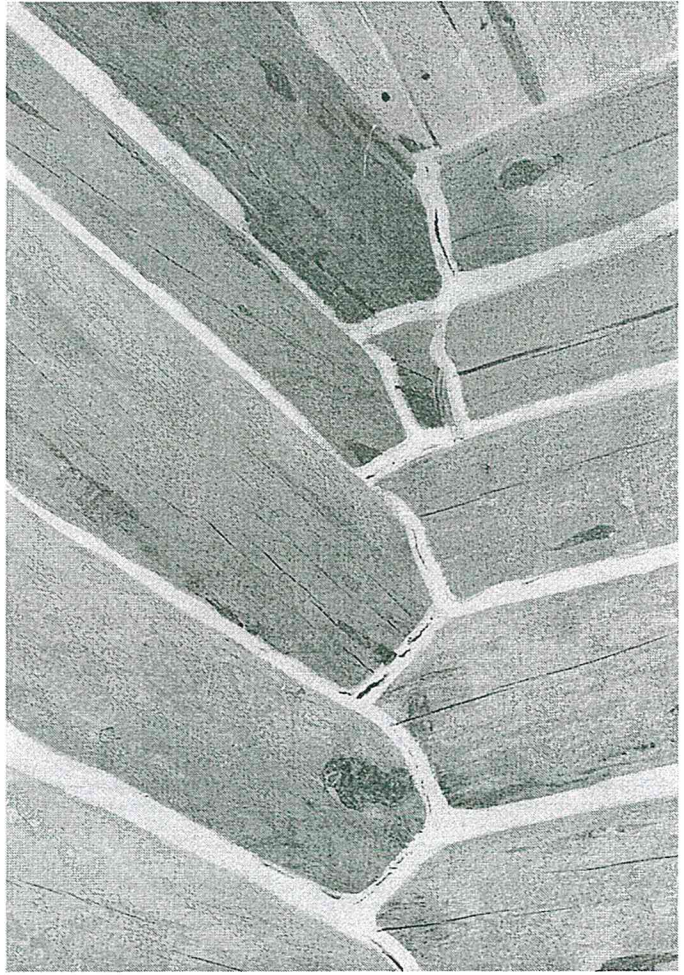
HIGHLY TWISTED PURLIN



INTERIOR TRUSS END CONNECTION



UNDERSIZED AND TWISTED PURLIN:
UNSUITED FOR ANY STRUCTURAL GRADE



THIS LOG

**Landowner Consent to
Hazardous Fuels Reduction Grant
And
Prescribed Treatment**

The undersigned property owner/s (hereinafter "Landowner/s") hereby consent/s to hazardous fuels reduction treatment on their property and warrant/s to the South Dakota Department of Agriculture, Wildland Fire Division, and the United States Forest Service that the following is true and correct:

1. I/we are all the owners of record of the following described real property:

Name: _____

Physical Address/Parcel ID: _____

Phone Number: _____

2. I/we consent to Hazardous Fuels Reduction Grant assistance and prescribed treatment of fuels upon said property in such manner as may be prescribed by the South Dakota Department of Agriculture, Wildland Fire Division. Project size in acres is approximately _____ acres of treated land.
3. I/we have been informed of the nature of the work to be performed and consent to such work on the above described property.
4. I/we have been informed that this work will be performed at no cost to us.
5. I/we have disclosed and marked the location of wells, gas lines and other hazards known to us on the property as well as all applicable property and project boundaries.
6. I/we consent to entry upon the property by persons designated to perform the hazardous fuels reduction treatment prescribed.
7. I/we have been informed and have consented to the piling and burning of slash upon our property should that be required by the treatment prescribed. Chipping and scattering and/or chipping hauling are alternatives to pile burning.
8. I/we agree to maintain the project area to specifications as outlined in the prescription of the work using Firewise guidelines where appropriate for a minimum of ten years after the completion of the project. I also grant access to Department of Agriculture employees for inspection of property to ensure these guidelines are being followed for the aforementioned ten years.
9. I/we have been informed of, and consent to, the removal of material from the property for biomass utilization projects as outlined in the Fuels Treatment Prescription.

LANDOWNER: _____

Signed by landowner on this ____ Day of _____, 2018

APPROVED BY: _____

Wildland Fire Division Officer on this ____ Day of _____, 2018

SOUTH DAKOTA DEPARTMENT OF AGRICULTURE



WILDLAND FIRE DIVISION
3305 West South Street
Rapid City, SD 57702
Phone: 605.393.8011 Fax: 605.393.8044
wildlandfire.sd.gov



FUELS REDUCTION SPECIFICATIONS

THINNING SPECIFICATIONS

- All ponderosa pine and juniper are considered in the cutting guidelines unless otherwise agreed upon by the landowner and SDDA.
- Dominant and co-dominant ponderosa pine with good form and vigor will be left.
- The desired treatment will include thinning Ponderosa pine and juniper up to 10" DBH to an average spacing of 20 feet between crowns. Dominate and codominant trees 10" DBH that have good form and vigor, will be left.
- Treatment of spruce will result in scattered groups of 5 to 15 trees with approximately 20 feet of spacing between groups.
- Stumps will be level cut flush to the ground.
- All ponderosa pine 9 inches and under in diameter will be removed from, and within 25 feet of, stands of hardwood trees. Live hardwood trees will not be cut unless they are a hazard or significantly damaged.
- Dead standing snags should be removed to an average of 1 per acre.
- Ponderosa pine will be limbed to a minimum of 10 feet or higher if dictated by slope.
- Felled trees and limbs (thinning slash) as well as other previously downed material will be removed, chipped, or piled.

PILING SPECIFICATIONS

- Piles to be burned will be a minimum of 6 feet and a maximum of 8 feet in diameter and height will be between 5 and 7 feet.
- Piles will not be constructed under the crown of any tree or on stumps.
 - Piles will be constructed away from powerlines/structures/other infrastructures.
- Burning of piles will be conducted by the contractor as conditions allow and under SDWF burn permit guidelines:
 - Minimum of 2 inches of continuous snow cover.
 - All materials shall be pulled into center for 100% minimum consumption.
 - Piles will be monitored for a minimum of 3 days after last smoke is visible.

CHIPPING/MULCHING/GRINDING

- Chips will be removed from the property or broadcast with a maximum chip depth not to exceed 4 inches.
- Chipping, mulching, and masticating operations may only be performed from September 1 thru April 15th, unless materials are hauled off site, or unless notified otherwise by SDWF personnel. Due to the landscape nature of this treatment, individual tree selection is not permitted.

PILES CREATED FOR CHIPPING AND REMOVAL FOR UTILIZATION WILL BE LOCATED IN AREAS AGREED UPON BY THE LANDOWNER, CONTRACTOR, AND STATE.

SOUTH DAKOTA DEPARTMENT OF AGRICULTURE



WILDLAND FIRE DIVISION
3305 West South Street
Rapid City, SD 57702
Phone: 605.393.8011 Fax: 605.393.8044
wildlandfire.sd.gov



Hazardous Fuels Reduction in Your Neighborhood

The Country Club Estates area in which you live has been identified as high risk with a high potential for a catastrophic wildfire event. The concern is the high fuel loading or the number of trees and their proximity to each other and the homes in the area. The South Dakota Wildland Fire Division would like to help the area with the reduction of hazardous fuels.

Fuels Treatment:

- Thinning of Ponderosa Pine and junipers 10" diameter and smaller to create an average overall spacing of 20 feet between tree crowns.
- Reduction of dense stands of trees to enhance defensible space around homes.
- Cut material will be piled and burned on the property, removed from the property for biomass utilization projects, and/or chipped in place.
- Treatment will be performed by a State selected contractor.

Participation: The purpose of this information is to assess any local concerns and establish any interest in program involvement. Following the process of notifying area landowners and considering the overall commitment to program participation, the South Dakota Wildland Fire Division will determine the project qualifications and requirements.

This program is offered at no cost to the landowner.

If you are interested, please fill out the attached Landowner Consent to Hazardous Fuels Reduction Grant and Prescribed Treatment form and mail or email them back.

Feel free to contact me with any questions, comments, or concerns and we can begin to move forward with this very important project. Thank you!

Sincerely,

A handwritten signature in blue ink, appearing to read "Logan Brown", with a long horizontal line extending to the right.

Logan Brown
Urban Interface Specialist
605.394.2584
logan.brown@state.sd.us

Before Treatment



After Treatment

