

Please note this registration form is for County Commissioners and Welfare Directors

_____ County

NAME

POSITION

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Return with prepayment by **Friday, March 10, 2019:** SDACC
(No refund after this date) 211 E Prospect Ave
Pierre, SD 57501

Room blocks have been made at the following hotels:

- SDPAA Update**
- Lynn Bren, Dir of Member Services
- 12:00 – 1:00 p.m. **Lunch – Rooms AFG**
- 1:00 – 1:45 p.m. **Legislative Audit**
- Rod Fortin
- 2:00 - 2:45 p.m. **Planning & Zoning 101 - So you think your zoning ordinance is OK**
-Todd Kays, 1st District
- Luke Muller, 1st District
How to run an effective Board of Adjustment Meeting
-Brian McGinnis - District III
-Toby Brown - Lincoln County
- 2:45 - 3:00 p.m. **Break**
- 3:00 - 5:00 p.m. **Planning & Zoning 101 - Conflict of Interest/Ex Parte Contacts**
- Jack Hieb & Zach Petersen
Planners Roundtable (topical issues - CAFO/Wind/ and your questions)
- Muller, Kays, McGinnis, Brown
- 5:00 p.m. **Social -**

Thursday, March 14, 2019

- 8:00 – 8:45 a.m. **TBD**
- 9:00 – 9:45 a.m. **Welfare Association Presentation to Commissioners**
- 9:45 – 10:15 a.m. **Break**

1:15 PM - 3:15 PM

Additional Discussion / Case Discussion

Subj: volunteers

1. The following is a list of known volunteers that may be utilized during events within Fall River County:

Norm Pudwill

Marc Lamphere

Tracy Bastian

Jan Speirs

Kevin Fees

Sally Park Hageman

Les Madsen

Loren Seegrist

Phil Knapp

Gary Crowley

Joy Falkenburg

Paul Nelsen

Dar Coy

Richard Ball

2. The list is not inclusive, and may be expanded during an actual event. If additional individuals are needed, a sign in sheet will be provided to allow coverage under the county workers comp. insurance.



Franklin W. Maynard, CFM/CEM

Fall River County Emergency Manager

605 745-7562 (office)

605 890-7245 (cell)

frem@gwtc.net

Total Amount of Cash: \$526.00

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

Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days: \$47,394.80

SAVINGS:

First Interstate Bank : \$202,307.18
First National Bank of Lead: \$1,022,834.19

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
Rieck, Dana \$1,877.78, Lic 11/19/2018
Shull, Jerry \$384.72, Lic 12/26/2018

TOTAL \$7,069,036.20

STATED.

UNLESS OTHERWISE

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

Motion made by Nabholz, seconded by Russell, to approve the auditor's account with the treasurer as follows:

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 30th day of November, 2018.

Total Amt of Deposit in First Interstate Bank: \$778,987.32

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

Total Amount of Cash: \$2,815.98

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

Total Amount of Checks in Treasurer's

Possession Not Exceeding Three Days: \$15,000.00

Bayan, Fritchie	\$957.52, Lic 08/24/2018
Hughson, Tamara	\$1,394.06, Lic 11/05/2018
Riech, Dana	\$1,877.78, Lic 11/19/2018

TOTAL \$7,649,580.31

Dated This 30th Day of November, 2018.

/s/Sue Ganje, County Auditor of Fall River County

County Monies: \$7,162,094.65
Held for other Entities: \$345,552.67
Held in Trust: \$141,932.99
TOTAL: \$7,649,580.31

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, AMBULANCE AND ROAD DISTRICTS, AND THE STATE.

Motion made by Nabholz, seconded by Russell, to approve the minutes of December 4, 2018.

The supplement and contingency transfer hearing was held as advertised. Motion made by Allen, seconded by Abbott to approve the following resolution:

FALL RIVER COUNTY RESOLUTION #2018-34
Supplemental Budget 2018, #4

City ½ & ½ Reimbursement, 20700R3420190, \$55,000.00; Dispatch Salaries 20700X4110225, \$392.36; Dispatch Salaries 20700X4110225, \$12,461.75; and to the Fire fund expense as follows: Fire 21100X4297221, - \$2,881.35; and to the Emergency Management fund revenue as follows: Homeland Security 22600R3310230, \$39,109.00; and to the LEPC fund revenue as follows: LEPC Grant 23400R3340100, \$1,018.90; and to the 24/7 Fund revenue and expense as follows: State Grant 24800R3340100, \$20,214.00; 24/7 Supplies 24800X4260211, \$1,849.68. Means of finance to be grant funds as noted, and the balance of supplements to be cash, and

WHEREAS, SDCL 7-21-32.2 provides that the Board of County Commissioners may adopt a transfer appropriation from the contingency budget to other appropriations, which are insufficient, a contingency transfer shall be approved and adopted to the following Departments: Commissioners, Other Projects 10100X4262111, \$11,506.18; State's Attorney Salaries 10100X4110151, \$3,714.34; CAAF 10100X4260153, \$13,753.59; Abuse & Neglect 10100X4260154, \$2,692.51; Building Salaries 10100X4110161, \$8,698.38;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners to adopt the Supplemental Budget, #4 and Contingency Transfer #4 for 2018.

Dated at Fall River County, South Dakota this 27th day of December 2018.

/s/Joe Falkenburg

Fall River County Board of Commissioners

ATTEST:

/s/Sue Ganje

Fall River County Auditor's Office

Randy Seiler, Highway Superintendent, met with the board. Motion made by Nabholz, seconded by Russell, to approve the December 2018 fuel used or work performed to reimburse

... is analyzed to ensure that the general fund unassigned cash is less than 40% as per state codified law. This estimation puts the general fund unassigned cash at 37%.

Stacey Martin, GIS, met with the board with a policy for public information, and the draft was reviewed. Motion made Russell, seconded by Nabholz, to approve the Fall River County Policy for Public Information, with a copy of policy on file in the Auditor's office.

Lyle Jensen, Building Supervisor, met with the board to present propane quotes for the courthouse as follows:

12-26-18	Propane
Dakota Propane	\$1.08/gallon
Bill Tanner Fuel (PJ's)	\$1.09/gallon
Nelson's Oil & Gas	\$0.985/gallon

Motion made by Abbott, seconded by Allen, to approve the quote from Nelson's Oil and Gas for 9,000 gallons of propane in the amount of \$.985 per gallon, for a total of \$8,865.00.

Break was taken at 9:49 a.m. Meeting resumed at 9:54 a.m.

Jim Sword, State's Attorney, met with the board, via telephone. Motion made by Nabholz, seconded by Allen, to approve the 2019 contract between Oglala Lakota County Officials and Fall River County.

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

GENERAL FUND

FIDELITY SEC. LIFE INS CO

EYE INSURANCE

IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$19,341.00
LIUNA LABORERS LOCAL 620	UNION DUES	\$250.00
LYNN'S DAK. MART PHARMACY	INMATE PHARMACY	\$365.79
NATIONWIDE RETIREMENT SOL	NATIONWIDE RETIREMENT	\$29.42
NELSONS OIL & GAS INC.	FUEL	\$752.55
NEW YORK LIFE INSURANCE	NEW YORK LIFE INSURANCE	\$65.00
NORTONS SINCLAIR	AUTO REPAIR	\$106.68
NORTON,TINA	CONTRACT NURSE INMATE	\$1,075.00
CHILD SUPPORT PAYMENT CNT	CHILD SUPPORT	\$1,195.00
O'NEILL, JUSTIN	CAAF	\$614.76
PENNINGTON COUNTY JAIL	INMATE MEDICAL	\$39.61
PITNEY BOWES INC	POSTAGE SUPPLY	\$339.97
PURCHASE POWER	POSTAGE	\$1,020.99
QUILL CORPORATION	OFFICE SUPPLIES	\$448.69
ROLLING HOMES, LLC	COUNTY ASSISTANCE	\$340.00
SD DEPARTMENT OF HEALTH	BLOOD DRAW/AUTOPSY	\$240.00
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$15,169.43
SEIFERT, MARY	BLOOD DRAW	\$200.00
SERVALL	RUG/UNIFORM SERVICE	\$188.81
OGLALA LAKOTA COUNTY	REIMBURSEMENT	\$110.00
SOFTWARE SERVICES INC	SOFTWARE PROGRAMMING	\$980.00
SD SUPPLEMENT RETIREMENT	SDRS SUP RETIREMENT	\$950.00
STAR CATTLE CO	WEED & PEST REIMBURSEMENT	\$2,637.35
TWILIGHT INC	FIRST AID SUPPLY	\$257.03
UNITED WAY BLACK HILLS	UNITED WAY DONATION	\$15.00

GIS OFFICE	DECEMBER SALARIES	\$3,296.68
SHERIFF'S OFFICE	DECEMBER SALARIES	\$3,243.47
SHERIFF'S OFFICE	OVERTIME	\$25,646.36
JAIL	DECEMBER SALARIES	\$2,307.26
JAIL	OVERTIME	\$13,357.21
CORONER	DECEMBER SALARIES	\$1,802.62
NURSE'S OFFICE	DECEMBER SALARIES	\$1,050.00
NURSE'S OFFICE	OVERTIME	\$3,321.67
EXTENSION OFFICE	DECEMBER SALARIES	\$28.11
EXTENSION OFFICE	OVERTIME	\$3,247.06
WEED & PEST OFFICE	DECEMBER SALARIES	\$20.65
	TOTAL FOR GENERAL FUND	\$3,655.26
COUNTY ROAD & BRIDGE		\$217,265.93
FIDELITY SEC. LIFE INS CO	EYE INSURANCE	\$48.60
AMERICAN FAMILY ASSURANCE	AMERICAN FAMILY ASSURANCE	\$421.58
BLESSING, BRETT	UNIFORM ALLOWANCE	\$150.00
BUTLER MACHINERY CO.	SUPPLIES/REPAIRS	\$157.85
DALE'S TIRE & RETREADING	TIRE PARTS/SUPPLY	\$11,762.86
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$444.95
FALL RIVER AUTO SUPPLY	AUTO PARTS/REPAIR	\$21.08
FORWARD DISTRIBUTING	SUPPLIES/PARTS	\$66.45
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$135.00
HOT SPRINGS ACE HARDWARE	SUPPLY	\$37.99
HOT SPRINGS AUTOMOTIVE	AUTO SUPPLY PARTS	\$1,112.47
RICOH USA INC	PRINTER LEASE HWY SHOP	\$75.00
IOWA LABORERS DISTRICT		

HEAVY HIGHWAY FRINGE		\$405.20
IOWA LABORERS DISTRICT	INSURANCE FEES	\$75.00
LIUNA LABORERS LOCAL 620	HEALTH INSURANCE	\$1,760.00
PORTFOLIO RECOVERY ASSOC.	UNION DUES	\$25.00
SD RETIREMENT SYSTEM	GARNISHMENT	\$147.37
DISPATCH	SDRS CONTRIBUTION	\$1,979.76
DISPATCH	DECEMBER SALARIES	\$15,732.45
	OVERTIME	\$765.57
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	\$21,218.21
EMERGENCY MANAGEMENT		
PUDWILL, NORMAN	SPOTTER	\$60.00
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$597.69
BASTIAN, TRACY	PILOT	\$75.00
FR EMERGENCY MANAGEMENT OFFICE	DECEMBER SALARIES	\$5,538.21
	TOTAL FOR EMERGENCY MANAGEMENT	\$6,270.90
24/7 SOBRIETY FUND		
24/7 OFFICE	DECEMBER SALARIES	\$1,745.25
	TOTAL FOR 24/7 SOBRIETY FUND	\$1,745.25
	TOTAL PAID BETWEEN 12/19/18 AND 12/27/18	\$344,792.90

Public comment was heard from Joe Falkenburg, Ann Abbott and Lyle Jensen. Falkenburg spoke of programs in his past that allowed young people to work with businesses. Kids that came from disadvantaged homes appeared to excel when working with constructive individuals. He would like to see some sort of rewarding program like this at the county level. This may help children to excel in areas that otherwise they may not. The possibility of using some veterans in this program may also be an option. Abbott wondered when further jail discussion may be held. Jensen spoke of the possibility of moving the jail to a new location.

- Status Server Monitoring and Event Log Review
- Status of Anti-virus and Spyware Application (if applicable)

- Quarterly Business Review
- Emergency Patch Management (Windows OS)

B. **Time Frame** - The scope of this Agreement shall be applied 24x7x365 for Monitoring and 8:00AM to 5:00PM MST Monday-Friday (excluding Holidays) for remote support.

II. **Setup Procedures** Golden West Technologies will schedule an install of the necessary tools to monitor and manage the Customer's network. The Customer agrees to provide Golden West Technologies with remote network access, a specific domain admin account and a server with enough resources available for monitoring tools.

Fees On the in-service date the customer will be charged a onetime setup fee of \$0.00 and a monthly fee* of \$1727.40 to monitor/manage the following devices: 6 Server(s), 46 PC(s), 0 Application(s), 9 Network Component(s), 1 Firewall(s)
 * Monthly fees shall be paid in advance based upon the table above. The fees for any partial beginning month and the first full month of service will be due beginning on the in-service date. Any partial month of services will be billed pro rata based on an assumed 30 day month. If during the term of this Agreement, Customer requests additional services, Customer's monthly fees will be increased by the cost of the additional services as reflected on a quote or purchase order for the same.

I. **Term** The initial term of this Agreement is for one (1) year. Service will begin when the necessary tools are installed and operational, known as the "in-service" date. Unless terminated by either party's written notice at least thirty (30) days before the end of the initial term, this Agreement will automatically renew on a month-to-month basis with the same terms and conditions. Thereafter, this agreement may be terminated by either party by giving at least 30 days written notice of termination to the other party.

II. **Acceptance** By signing this Agreement, the Customer accepts and agrees to all of the Terms and Conditions on all pages of this Agreement.

III. **Notice** Any notices required to be given by Golden West Technologies shall be sent via E-mail to fallriverem@gmail.com. All notices to Golden West Technologies shall be sent via E-mail to INFO@GWTIS.COM

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as indicated below.

Golden West Technologies

Fall River Co Auditor

By: _____
 (Authorized Signature)

By: _____

- where Customer's credit card issuing financial institution has been notified of a payment dispute, Customer agrees that proof of Service usage by Customer constitutes Customer authorization to submit payment request to Credit Card issuing financial institution. If Customer fails to pay for the Service, GWT may, at its sole discretion and without notice to Customer, (a) suspend its performance under this Agreement and deny Customer access to and use of the Service until Customer is back in good standing, or (b) terminate this Agreement and Customer's access to and the use of the Service. During the initial term GWT may also cancel the Service to Customer for cause upon thirty (30) days prior written notice of termination and the cause therefore. Upon termination by GWT under any of the provisions of this paragraph, Customer's access to any of Customer's data stored by the Service may be permanently terminated. GWT will not provide a refund for any unused portion of the Services paid in advance by Customer. Customer shall be responsible for payment of all Services up to the time of suspension or termination and for payment of a late charge of one and one half percent (1 1/2 %) per month on any unpaid balances. A fee of up to 35% of the outstanding balance may be added to any account that is sent to collections due to failure to pay.
4. During the initial term Customer may terminate this Agreement for material breach of performance by GWT after having first provided written notice of such breach of performance to GWT. Following receipt of Customer's written notice of material breach GWT shall have thirty (30) days in which to cure the material breach. If within the thirty (30) day cure period GWT fails to cure the material breach, this Agreement will be deemed terminated. If Customer terminates this Agreement under the provisions of this paragraph, GWT will assist Customer in the orderly termination of services. This may involve copying data to an external drive. Customer agrees to pay GWT the actual costs of rendering such assistance.
 5. Fees for the initial term are based on Customer's agreement to receive and pay for the Services for the full one-year initial term. If this Agreement is terminated during the initial term either for cause by GWT or without cause by Customer, Customer agrees to pay monthly fees for the remainder of the initial term following such termination. Upon such termination any outstanding fees for the remainder of the initial term shall be accelerated and immediately due and owing to GWT.
 6. No bailment or similar obligation is created between Customer and GWT with respect to Customer's data. Customer is solely responsible for creating Login ID's and Passwords. Customer is solely responsible for maintaining the confidentiality of Login ID's and Passwords. Customer shall be responsible for all use of the Service accessed through Customer's Login ID's and Passwords.
 7. Customer agrees that Customer will use the Service only in a manner consistent with the purposes of the Service. Customer shall not use the Service for storage, possession, creation or transmission of any information, including without limitation, stolen/pirated materials, defamatory materials, obscene materials or child pornography the storage, possession, creation or transmission of which violates any state, local or federal laws or regulations. Customer shall be responsible for determining what laws or regulations apply to its use of the Service. GWT retains the right to determine, in its sole discretion, whether any use by Customer is consistent with the purposes of the Service, and to immediately terminate any uses determined not to be consistent therewith. **CUSTOMER DATA MAINTAINED BY GWT IS SUBJECT TO EXAMINATION BY LAW ENFORCEMENT OFFICIALS OR OTHERS WITHOUT CUSTOMER'S CONSENT UPON SERVICE OF A VALID SEARCH WARRANT OR SUBPOENA ON GWT. CUSTOMER AGREES THAT GWT MAY, WITHOUT NOTICE TO CUSTOMER, REPORT TO THE APPROPRIATE AUTHORITIES ANY CONDUCT OR USE OF THE SERVICE BY CUSTOMER THAT GWT BELIEVES VIOLATES ANY APPLICABLE LAW OR REGULATION.**
 8. Customer agrees to indemnify and hold harmless GWT its agents and employees from and against any and all claims, demands, liabilities or obligations for losses, damages, penalties, fines, punitive damages and expenses of any kind, including attorney fees, brought by a third party under any theory of legal liability arising out of use of the Service by Customer or any person using Customer's login information, regardless of whether such person has been authorized by Customer to use the Service.
 9. **CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. NEITHER GWT NOR ANY OF ITS LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE, OR FREE FROM UNAUTHORIZED ACCESS TO, ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA. NEITHER GWT NOR ANY OF ITS LICENSORS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS MADE AVAILABLE ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.**

...is necessary to host the local portion of the Network Monitoring and Management service.

FROM: 111-11-way PHONE: 800 1-1-1

BID FOR: PROPANE:

AMOUNT OF BID: \$ 1.25 per Gal.

(THIS BID INCLUDES ALL APPROPRIATE TAXES AND FEES)

Signed By: William Tamm

NOTE: All faxed bids must be received in the Fall River County Highway Dept. office at the above number by 12pm on the call date.

If declining to bid, please fax back this form with the words "Decline todays bid" on the line designated for the Bid Amount.

THANK YOU

1 1 1 1

FROM: Nelson's Oil & Gas Inc PHONE: 605-745-4189

BID FOR: PROPANE:

AMOUNT OF BID: \$ # 1.15 / gallon

(THIS BID INCLUDES ALL APPROPRIATE TAXES AND FEES)

Signed By: 

NOTE: All faxed bids must be received in the Fall River County Highway Dept. office at the above number by 12pm on the call date.

If declining to bid, please fax back this form with the words "Decline todays bid" on the line designated for the Bid Amount.

THANK YOU

FROM: DAKOTA PROPANE PHONE: 745-5959

BID FOR: PROPANE:

AMOUNT OF BID: \$ _____ NO BID-NO RESPONSE TO REQUEST FOR QUOTE
(THIS BID INCLUDES ALL APPROPRIATE TAXES AND FEES)

Signed By: *km* KEN MARTIN

NOTE: All faxed bids must be received in the Fall River County Highway Dept. office at the above number by 12pm on the call date.

If declining to bid, please fax back this form with the words "**Decline todays bid**" on the line designated for the Bid Amount.

THANK YOU

January 15, 2019

Joe Falkenburg
Chairman, Fall River County Commission
P.O. Box 69
Edgemont, SD 57735

Deb Russell
Vice-Chair, Fall River County Commission
14130 E. Oral Road
Oral, SD 57766

Joe Allen
Fall River County Commissioner
13013 Fall River Road
Hot Springs, SD 57747

Ann Abbott
Fall River County Commissioner
P.O. Box 66
Smithwick, SD 57782

Paul Nabholz
Fall River County Commissioner
13161 Cougar Pass Road
Hot Springs, SD 57747

... consequence for harming a woman or a child. I have worked with teachers, counselors, law enforcement and even a fur trader to keep children safe. Some of the people that have stepped up to the plate didn't even know they would be called on to help. But when asked each member of our community has stepped up.

I never thought I would ever have to draft an order for the Court so that a child could go on a vacation. But I did. This abused child was protected by a law enforcement officer, nurse, doctors, a fur trader and many others along the way. What a special moment when she got the opportunity to go on vacation with her new foster family.

In addition to all the others, I wanted to thank each of you for your support of the work that has been accomplished in the State's Attorney's Office. I know that you take very seriously your responsibility to each taxpayer in our county. I appreciate your willingness to use county resources to protect families, especially children. There is no greater return on our investment, than investing in a child.

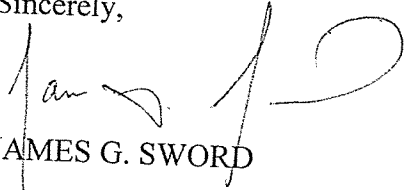
I am also proud of what I have not done - of the cases that I did not prosecute. When I took office, the Department of Revenue was very active in our community investigating and prosecuting business owners. I haven't had one of these types of prosecutions in years. Paying the proper taxes is the responsibility of every business owner. However, mistakes do get made. Each time I have been confronted with a tax case, I have worked to make sure the business owner knows the problem, how to correct the problem and ensure that the State receives its money. I have chosen to work with local businesses. This has created an environment where people aren't scared to open a business. Businesses may make mistakes and may fail, but at least there is no threat of prosecution to those that take risks and invest in our community.

There are still many challenges facing our county. The legislature has changed the criminal justice statutes to remove the penitentiary as a sentencing option in most cases. This has filled our jail. Meth is sweeping through rural South Dakota.

I look forward to continuing to be a part of this great community - just not as State's Attorney.

I am excited about our county's future and my new role in it. Thank you for your support and kind words over the years.

Sincerely,



A handwritten signature in black ink, appearing to read 'James G. Sword'. The signature is stylized with a large, sweeping flourish at the end.

JAMES G. SWORD

Dear Customers and Interested Parties:

Please disregard Western Area Power Administration's (WAPA) January 10, 2019, correspondence regarding the cancellation of the public scoping meeting for the proposed Lookout Solar Project (Project). The meeting will proceed as planned.

Please join WAPA on Wednesday, January 16, 2019, from 5:00 p.m. to 7:00 p.m., at the Hot Springs Public Library. Comments on the Project may be submitted in the following ways:

- By mail to:
Western Area Power
Administration
Attn: Ms. Christina Gomer
2900 4th Avenue North
Billings, MT 59101
- By email to gomer@wapa.gov
- By phone to (406) 255-2811
- By fax to (406) 255-2900
- In writing at the public scoping open house meeting:
Wednesday, January 16th, 2019
5:00 p.m. to 7:00 p.m.
Hot Springs Public Library
2005 Library Drive
Hot Springs, SD 57747

For your input to be considered during preparation of the draft Environmental Assessment, WAPA requests comments no later than Tuesday, February 19, 2019. If you have any questions, or need more information about the project, please contact WAPA using the methods listed above. Thank you for your time and interest in the project.

Sincerely,



Christina Gomer

Travis Bies
Chairman
Custer County Commission
420 Mount Rushmore Rd.
Custer, SD 57730-1934
tbeis@custercountysd.com

Joe Falkenburg
Chairman
Fall River County Commission
906 North River St.
Hot Springs, SD 57747
frcaud@gwtc.net

Wendell Yellow Bull
Chairman
Oglala Lakota County Commission
906 North River Street
Hot Springs, SD 57747
wicasamaza2@yahoo.com

Ms. Shani Harmon
Orrick, LLP
1152 15th Street NW
Washington, DC 20005
sharmon@orrick.com

Troy "Scott" Weston
President
Oglala Sioux Tribe
107 W. Main St
PO Box 2070
Pine Ridge, SD 57770
tsweston@gwtc.net

Kevin M. Coles
Superintendent
Hot Springs School District
1609 University Ave.
Hot Springs, SD 57747
kevin.coles@k12.sd.us

Mark Naugle
Superintendent
Custer County School District
527 Montgomery St.
Custer, SD 57730
mark.naugle@k12.sd.us

Dr. Anthony Fairbanks
Superintendent
Oglala Lakota County School District
206 School St.
PO Box 109
Batesland SD 57716

Amanda M. Reiss

Amanda M. Reiss
Staff Attorney

cc – Service list EL18-059

Fall River County Commission
906 N River St
Hot Springs SD 57747

DEC 26 2018
BY: _____

Dear Fall River County Commissioners:

As you are no doubt aware, state law requires any developer of a wind generation facility of 100 MW or greater to receive a siting permit from the Public Utilities Commission prior to construction. This past year has seen a distinct increase in the number of permit applications and we expect that trend to continue through 2019.

As the permitting authority, the PUC only has three options for resolving a permit application – grant the application, deny the application, or grant the application with conditions. The three wind project applications completed in 2018 were all granted with conditions.

As part of these proceedings there was significant discussion on the proper setbacks for non-participating residents. State law gives counties the authority to adopt county planning and zoning ordinances. The PUC Commission reviews and gives consideration to these ordinances when we make our decisions on permits for wind development. **We can't stress enough the importance of you making a thorough evaluation of what the proper setback should be for your county if you have not done so recently.**

At one time the PUC's website contained language that could be used by a county for a model wind energy system ordinance. The website no longer contains that language as we believe it is now outdated. We want to make it clear to you that that document should not be relied upon as you evaluate the proper setback for your county.

We know that the issue of wind project setbacks is a hot topic and we want to ensure that you have the most current information available to you.

Dear Customers and Interested Parties:

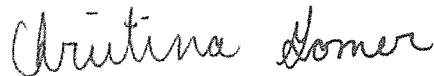
This letter is to notify you that, as a result of the government shutdown, Western Area Power Administration (WAPA) has cancelled the public scoping meeting for the proposed Lookout Solar Project (Project). The meeting was previously scheduled for Wednesday, January 16, 2019, from 5:00 p.m. to 7:00 p.m., at the Hot Springs Public Library.

Although the public meeting has been cancelled, WAPA is still requesting public comments on the Project. Comments may be submitted in the following ways:

- By mail to:
Western Area Power Administration
Attn: Ms. Christina Gomer
2900 4th Avenue North
Billings, MT 59101
- By email to gomer@wapa.gov
- By phone to (406) 255-2811
- By fax to (406) 255-2900

For your input to be considered during preparation of the draft Environmental Assessment, WAPA requests comments no later than Tuesday, February 19, 2019. If you have any questions, or need more information about the Project, please contact WAPA using the methods listed above. Thank you for your time and interest in the project.

Sincerely,

A handwritten signature in black ink that reads "Christina Gomer". The signature is written in a cursive, slightly slanted style.

Christina Gomer

This letter is an update on the status of VA Black Hills Health Care System (VA BHHCS) reconfiguration and the status of the National Environmental Policy Act Record of Decision (ROD). As you are likely aware, former Secretary Shulkin decided in May 2017 to defer the implementation of the decision to reconfigure VA BHHCS. Since that time, Congress passed and the President signed on June 6, 2018, the VA Mission Act of 2018. The Mission Act requires VA to implement an agency-wide Asset and Infrastructure Review process. The VA is currently working to comply with the requirements of the Mission Act. Consequently, the proposed VA BHHCS reconfiguration remains on hold. Because of these recent actions, the Final Environmental Assessment, Record of Decision, and implementation of Alternative A-2/G also remains on hold for the foreseeable future. Actions to reconfigure VA BHHCS as considered in the ROD will not be implemented now.

As VA is unable to move forward with the final selected Alternative A-2/G now, the proposed mitigation measures required for historic properties and the National Historic Landmark, Section 6.2.2 of the ROD, will not be implemented at this time. The VA remains cognizant of its responsibilities under Sections 106 and 110 of the National Historic Preservation Act for any other maintenance or other undertakings that may affect historic properties.

The VA thanks the consulting parties for their continued interest in the history of the Veterans service and health care campuses. If you have any questions, please contact me at 605-720-7170.

Sincerely,

A handwritten signature, possibly the name 'A', written in black ink.

Melody,

Thanks for this information!! It makes sense that we'll need to have the Hot Springs Resolution 2019-5 edited in the third (3rd) whereas clause to specify "Fall River Housing & Redevelopment Commission," which will match the reference in the second (2nd) whereas clause!

Unless there are more concerns from Sue or Misty, I think this would be the proper steps to take!

Thanks again for your work on this. Once the actions have been taken by the City Council and the County Commission, we'll have a Quit Claim Deed prepared for filing.

Greg

From: Melody <frcrod@gwtc.net>

Sent: Wednesday, January 16, 2019 9:15 AM

To: Greg Foust <Greg@hotspringshousing.org>; 'Ganje, Sue' <Sue.Ganje@state.sd.us>

Cc: 'Misty Summers-Walton' <hsfinanceofficer@hs-sd.org>

Subject: RE: Fall River Housing Legal "Name"

Greg,

I located a Quit Claim Deed to the property in Edgemont from The Fall River County Housing and Redevelopment Commission fka The Elderly Housing Corporation of Edgemont, South Dakota to The Fall River County Housing and Redevelopment Commission dated February 2, 2006. (Book 128 page 371). But, I also found on the State of South Dakota Secretary of State Website that the name was amended from The Elderly Housing Corporation of Edgemont, South Dakota to Fall River Housing and Redevelopment Commission. It look like they had to file a reinstatement as The Elderly Housing Corporation of Edgemont, then filed to change the name. This was done on August 10, 2000. Therefore I believe that the deed that was recorded is incorrect. It should read Fall River

of Deeds have taken reasonable precautions to ensure no viruses are present in this email, or the Register of Deeds cannot accept responsibility for any loss or damage arising from the use of this email or attachments.

From: Greg Foust [<mailto:Greg@hotspringshousing.org>]

Sent: Wednesday, January 16, 2019 7:54 AM

To: Ganje, Sue; Melody

Cc: Misty Summers-Walton

Subject: Fall River Housing Legal "Name"

Sue and Melody,

As I have mentioned to Joe Falkenburg and perhaps to other County Commissioners, the Hot Springs Housing and Redevelopment Commission is seeking to dissolve and merge all assets into the designated Fall River Housing and Redevelopment Commission. This is being done to streamline the governance and management of the three (3) properties in the county: Brookside Apartments in Hot Springs, The Evans in Hot Springs, and Hillcrest Apartments in Edgemont.

As currently configured, the membership of each Housing Commission has four (4) members on each Housing Commission; the Hot Springs side has a Tenant Housing Commissioner, occupying a unit at Brookside, and Fall River has an Edgemont resident.

We are proposing that the resulting Housing Commission have a membership of six (6) Housing Commissioners, which would be appointed by the Fall River County Commission for each of the 5-year full terms of Housing Commissioner. This would make separate meetings of each Housing Commission moot and allow a single scheduled monthly meeting, rather than separate meetings for each Housing Commission. The merger would not change management practices or normal operation of the properties and would not impact the Payment In Lieu Of Taxes (PILOT) for each property; these payments are made to Fall River County and apportionment by the County is left to determine how much is forwarded to the City of Hot Springs.

