

**FALL RIVER COUNTY RESOLUTION #2019-01**

WHEREAS, the Division of Purchasing and Printing of the State of South Dakota has competitively bid state contracts for the purchase of necessary supplies, equipment and materials for state and local governments, and

WHEREAS, the Fall River County Board of Commissioners is authorized to purchase necessary supplies, equipment and materials for its use, and

NOW THEREFORE, BE IT RESOLVED, that the Board of Fall River County Commissioners enter into an agreement with the Division of Purchasing and Printing of the State of South Dakota to purchase equipment, supplies and materials.

Dated this 8<sup>th</sup> day of January, 2019.

\_\_\_\_\_  
Joe Falkenburg, Chairman  
Fall River County Commission

ATTEST:

\_\_\_\_\_  
Sue Ganje  
Fall River County Auditor

**FALL RIVER COUNTY RESOLUTION #2019-02**

WHEREAS, pursuant to SDCL 7-7-9.1, 7-7-12 and 7-12-15 the Board of Commissioners by Resolution may establish the salary payable to the County Treasurer, County Auditor, County Register of Deeds, County State's Attorney and County Sheriff; and

WHEREAS, the salary may not be less than the following schedule and is based upon the most recent decennial federal census. The Fall River Census is 7,094.

Treasurer, Auditor, Register of Deeds - Population under 10,000: \$29,270.00;  
State's Attorney - Population under 10,000: \$32,600.00  
County Sheriff – Population under 10,000: \$41,256 plus 10% for jail admin

BE IT RESOLVED, that the Fall River Board of County Commissioners set the salaries as follows, effective January 1, 2019:

Treasurer, Kelli Rhoe:	\$42,640.08
Auditor, Sue Ganje:	\$51,150.84
Reg. of Deeds, Mel Engebretson:	\$46,192.56
State's Attorney, James Sword:	\$48,638.16
Sheriff, Bob Evans	\$51,600.12

Passed and approved this 8<sup>th</sup> day of January, 2019.

\_\_\_\_\_  
Joe Falkenburg  
Fall River Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Sue Ganje  
Fall River County Auditor

**COMMISSIONERS**

Allen, Joe	\$9,600.00
Abbott, Ruth	\$9,600.00
Falkenburg, Joe	\$10,200.00
Nabholz, Roland	\$9,600.00
Russell, Deborah	\$10,200.00

**ELECTED OFFICIALS**

Treasurer, Kelli Rhoe:	\$42,640.08
Auditor, Sue Ganje:	\$51,150.84
Reg. of Deeds, Mel Engebretson:	\$46,192.56
State's Attorney, James Sword:	\$48,638.16
Sheriff, Bob Evans:	\$51,600.12

**APPOINTED OFFICIALS**

Cullen, Dan	\$41,120.16
Jensen, Lyle	\$42,880.08
Maynard, Frank	\$54,842.52
Seiler, Randy	\$60,598.44
Hayes, Susan	\$55,680.12
Stacey Martin	\$40,481.64
Steinmetz, Nina	\$41,841.12

**HOURLY**

Arneson, Deann	\$13.00
Behrens, Donna	\$150.00 per call
Birkland, LaVella	\$13.25
Blessing, Brett	\$20.02
Boche, Carol	\$11.00
Brophy, Tiffany	\$13.75
Buchholz, Martin	\$18.36
Burke, Micah	\$12.50
Christensen, Samantha	\$10.00
Denison, Frances	\$16.89
Deboer, Michael	\$13.50
Eberle, Aaron	\$13.75
Fleming, Melissa	\$16.16
Gibson, Carlo	\$15.05
Hageman, Wayne	\$25.00 per meeting
Hansen, Bradley	\$17.39
Hayne, Justin	\$18.00

Hedman, Melisa	\$11.00
Heisinger, Gerard	\$17.86
Hylle, Amanda	\$13.00
Jamison, Karen	\$18.91
Janis, Bobbie	\$17.85
Jarman, Martha	\$22.87
Jenniges, Edie	\$15.33
Jensen, Michele	\$17.41
Johnson, Sherry	\$14.50
Kistler, Frank	\$19.25
Kraima, Richard	\$14.66
Lebar, Justine	\$11.00
Leetch, Daniel	\$15.25
Logue, Vincent	\$21.93
Long, Angie	\$13.00
Luther, Brandon	\$12.50
Maciejewski, Anna	\$11.35
Maciejewski, Calvin	\$20.14
Maciejewski, Kyle	\$19.33
Martin, Ken	\$14.64
McClung, Bruce	\$21.76
Mendez, Jose	\$15.43
Morrow, Pauline	\$13.00
Mraz, Jennifer	\$16.56
Norton, Lyle	\$20.31
Novotny, Bob	\$25.00 per meeting
Oechsle, Kenneth	\$10.00
Ormesher, Mark	\$17.86
Palmer, Ray	\$12.00
Pullen, Teresa	\$12.75
Pokorski, David	\$12.50
Rakness, Elizabeth	\$18.50
Schmidt, Stacy	\$16.70
Schubbel, Frederick	\$15.05
Shaw, Nikki	\$11.35
Sides, John	\$25.00 per meeting
Simunek, Trina	\$13.50
Spitzer, Kristi	\$19.51
Stevens, Mikayla	\$13.00
Timmins, Kathy	\$13.25
Tomlinson, Julie	\$14.37
Turner, Caitlin	\$13.18
Uhlberg, Darwyn	\$16.11
Webb, Christopher	\$12.00
Wyatt, Jerry	\$25.00 per meeting

**FALL RIVER COUNTY RESOLUTION #2019-03**

WHEREAS, pursuant to SDCL 12-15-11, the Board of County Commissioners at their first meeting shall set a fee for Election Board and the mileage rate;

NOW THEREFORE BE IT RESOLVED, that the Fall River County Board of Commissioners have set the FLAT FEE FOR ATTENDANCE OF ELECTION SCHOOL AT \$15.00; and

BE IT FURTHER RESOLVED, that the Fall River Board of County Commissioners has set the fee for Election Boards for the Primary and General and all Special Elections as follows:

ALL ELECTION BOARDS WILL RECEIVE A FLAT FEE OF \$115.00; RESOLUTION AND ABSENTEE BOARDS WILL BE SET AT \$8.55 PER HOUR, and

ALL PROVISIONAL BOARDS WILL BE SET AT A \$20.00 FLAT FEE, and

BE IT FURTHER RESOLVED, that the Fall River County Commissioners set the mileage rate at \$.42 per mile for the transporting of ballots and ballot boxes by the precinct superintendent.

Dated this 8<sup>th</sup> day of January, 2019.

\_\_\_\_\_  
Joe Falkenburg, Chairman  
Fall River County Commission

ATTEST:

\_\_\_\_\_  
Sue Ganje, County Auditor  
Fall River County

# Weed & Pest Board Travel Request Form

DATE OF REQUEST: January 8,2019

ATTENDEES: Nina Steinmetz  
Board Member - Bob Novotny

CONFERENCE: SD Weed and Pest Conference

DESTINATION: Huron SD

DATE OF EVENT: February 19-22, 2019

REGISTRATION FEE: \$300 \$150 per person/ three days

LODGING: \$522.00 ( 2 rooms X 3 nights)

MEALS: \$40

TRAVEL EXPENSES: \$200 (Gas )

TOTAL COUNTY EXPENSE: \$1,062

**BENEFIT TO ATTEND:**

**2 representatives from Fall River County must attend to be eligible for SD Weed & Pest commission Grants.**

*Please  
assign a  
Commissioner time  
in January!*  
J.B.



# Pennington County Sheriff's Office

Kevin Thom  
Sheriff

300 Kansas City Street, Suite 100  
Rapid City, SD 57701-2889  
Ph. 605-394-6113  
Fax 605-394-6854

December 21, 2018

Fall River County Sheriff  
906 N River  
Hot Springs, SD 57747

Dear Joint Powers Member:

For the past several years, Pennington County has provided transportation services to compact counties without additional billing. Pennington County then recovers a portion of that cost through a DOJ grant that reimburses the county \$.42 cents per mile and \$10 per hour per deputy.

In reviewing the Joint Powers agreement Section 5, Operation and Maintenance of WSDJSC and Juvenile Transportation System, it allows for Pennington County to be reimbursed for this service.

Beginning January 1, 2019, Pennington County will bill each county an additional \$15 per hour per deputy/transport officer assigned the transport to cover Pennington County's actual cost of \$25 an hour. When available, Pennington County will continue to transport on scheduled days to your county. Your county will be notified in advance if Pennington County is unable to provide transportation on those days.

If or when your county transports you may be eligible for reimbursement through the Department of Corrections DOJ grant by contacting Bridget Coppersmith.

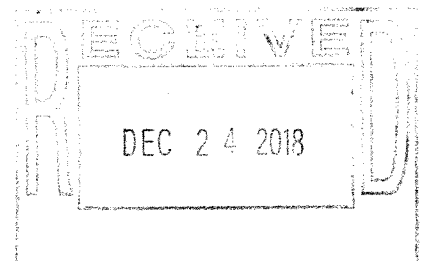
Thank you for your continued partnership and feel free to contact me or Chief Deputy Mueller any time

Sincerely,

A handwritten signature in black ink that reads "J Guttierrez".

Joe Guttierrez  
Commander

Cc: Sheriff Kevin Thom  
Chief Deputy Brian Mueller





# MEMORANDUM OF UNDERSTANDING



**Between**  
**Western South Dakota Juvenile Services Center**  
**&**  
**Fall River County of South Dakota**

**The Western SD Juvenile Services Center (JSC) AGREES:**

1. To provide necessary equipment and personnel for the electronic monitoring program.
2. To provide a 24 hour point of contact for the juvenile, parent/guardian, and holding authority.
3. To connect and disconnect the monitoring equipment.
4. To provide an orientation to the juvenile and their parent/guardian.
5. To monitor the juvenile's location and compliance with the electronic monitoring program.
6. To report any noncompliance to the holding authority.

**Fall River County Sheriff of South Dakota AGREES:**

1. To identify and refer juveniles to the JSC electronic monitoring program.
2. To partner with holding authorities to compensate Pennington County a per diem rate of \$15 per day for the use of the Electronic Monitoring services with a one-time hookup fee of \$15.
3. To provide a point of contact for JSC staff to report violations of electronic monitoring program.
4. To pay the replacement cost for any lost or damaged equipment

**TERMS OF AGREEMENT:**

1. With mutual consent, this agreement may be revised or modified by written amendment.
2. If either party wishes to terminate this agreement, with or without cause, it is understood that written notice of at least thirty (30) days will be given to the other party.

  
\_\_\_\_\_  
Pennington County Sheriff

12-21-2018  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Fall River County Sheriff of South Dakota

\_\_\_\_\_  
Date



**AMENDMENT**

This Agreement may be amended by concurrent mutual written approval of each party hereto.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY OF FALL RIVER

ATTEST:

\_\_\_\_\_  
Auditor

By \_\_\_\_\_  
Its Chairman

# WESTERN SOUTH DAKOTA JUVENILE SERVICES CENTER

## JOINT POWERS AGREEMENT

THIS AGREEMENT is entered into as of the **1<sup>st</sup> day of January, 2019** by and between Pennington County, a political subdivision of the State of South Dakota, hereinafter referred to as **(Pennington County)** and the County of Lawrence, County of Meade, County of Butte, County of Custer, County of Fall River, and County of Harding, all duly organized and existing counties under and by virtue of the constitution and laws of South Dakota hereinafter collectively referred to as **(Contributing Counties)** pursuant to Chapters 1-24 and 26-7A of the South Dakota Codified laws.

### 1. STATEMENT OF PURPOSE

This joint and cooperative Agreement is entered into to define the rights and responsibilities of Pennington County and the Contributing Counties with respect to the financing, operation and maintenance of the Western South Dakota Juvenile Services Center (WSDJSC) located in Rapid City, South Dakota. No separate legal entity is created as a result of this Agreement.

### 2. OWNERSHIP OF ASSETS (REAL AND PERSONAL)

Pennington County and the Contributing Counties agree that the WSDJSC and all real and personal property associated therewith shall remain in the sole ownership of Pennington County. The Contributing Counties agree that in the event it is necessary to clarify ownership of any property they will, upon request of Pennington County, execute any necessary document in order to deed, convey or otherwise transfer their interest in said property to Pennington County.

### 3. TERM OF AGREEMENT

This Agreement shall be in effect for an initial term of five (5) years commencing on January 1, 2019 and ending on October 31, 2023. This Agreement shall automatically renew for two (2) additional five (5) year terms only (ending on October 31, 2033) unless otherwise terminated earlier by unanimous consent of the parties to this Agreement.

#### 4. JOINT ADVISORY BOARD

The initial parties to this Agreement shall be the counties of Pennington, Meade, Lawrence, Harding, Butte, Fall River, and Custer. Each party to this Agreement shall have one primary representative and one alternate appointed by its governing body to sit on the WSDJSC Advisory Board (Board). Additional counties may make application to enter this Joint Powers Agreement as a contributing county if approved under such terms and conditions as the Board may impose. The Board shall possess and undertake those duties and responsibilities as set forth below:

4.1 General Powers of Board: To cooperatively establish the fees and contribution of each party hereto for the operation and maintenance of the WSDJSC and to review and propose an annual budget associated therewith.

4.2 Membership of Board: The Board shall consist of one (1) voting representative Board member from each party to this Agreement. Each party to this Agreement shall also appoint one (1) alternate to act in the absence of the representative Board member. The term of office for each representative Board member and alternate shall be for three (3) years. Vacancies on the Board including alternates shall be filled for an unexpired term by appointment from the respective governing body party to this Agreement. Board members and alternates shall hold their position on the Board until a successor has been appointed. The initial Board members representing the parties to this Agreement and their alternates are:

Pennington County Board member: Deb Hadcock

Alternate: Lloyd Lacroix

Lawrence County Board member: Randall Rosenau

Alternate: Brian Dean

Meade County Board member: Ron Merwin

Alternate: Doreen Creed

Butte County Board member: Frank Walton

Alternate: Fred Lamphere

Custer County Board member: Jim Lintz

Alternate: Marty Mechaley

Fall River County Board member: Joe Allen

Alternate: Paul Nabholz

Harding County Board member: Charles Verhulst

Alternate: Matt DeBow

4.3 Organization of the Board: The Board members shall elect a Chairman at the first meeting of the Board following the effective date of this Agreement and thereafter at the first meeting following January 1<sup>st</sup> of each new year. The Board shall elect any additional officers as the Board deems necessary. The Board shall set the term/successive terms for each officer elected. At each meeting of the Board, its Chairman or, in his or her absence, a Vice-Chairman chosen by a majority of the Board members present, shall preside.

4.4 Place of Meetings: The Board may hold its meetings at such place or places, within the State of South Dakota, as it may from time to time determine.

4.5 Quorum and Manner of Acting. A majority of the total number of Board members shall be required to constitute a quorum for the transaction of business at any meeting (e.g., for a seven member Board, at least four members must be present at a meeting to transact business). The act of a majority of the members present at any meeting at which at least a quorum is present shall be the act of the Board (e.g., if four members are present at a meeting, a 3 to 1 vote in favor of a motion is sufficient to pass the motion). Votes of the Board are weighted as per section 4.6 below.

4.6 Voting by Board members: Each County through its Board member shall have a weighted number of votes on the Board equivalent to the percentage of population each county has in relation to the total population of all the counties combined. Initially, the counties and weighted number of votes of each are as follows:

Butte	5	Lawrence	13
Custer	5	Meade	15
Harding	1	Pennington	57
Fall River	4		

No action of the Board shall be deemed approved unless the weighted vote in favor is in excess of fifty percent (50%) of the total weighted votes cast on any particular matter and at least three (3) counties cast votes for such approval.

## 5. OPERATION AND MAINTENANCE OF WSDJSC AND JUVENILE TRANSPORTATION SYSTEM

The parties hereto agree to pay all costs/expenses associated with the operation and maintenance of the WSDJSC and the Juvenile Transportation System established in conjunction therewith and the Contributing Counties agree to reimburse Pennington County for any costs advanced by it which shall be in excess of Pennington County's obligation as determined hereunder.

### 5.1 Annual Budget:

On or before the 1<sup>st</sup> day of June, each year, the Pennington County Sheriff shall prepare an annual operating budget for the ensuing calendar year. Such budget shall provide for the necessary costs of operating and maintaining of the WSDJSC including utilities, personnel costs, insurance and transportation costs. The proposed budget shall be approved by the Board and submitted by the Pennington County Sheriff to the Pennington County Commission for final approval.

### 5.2 Funding:

The annual budget shall be funded by establishing a per-diem utilization rate to be charged to each county represented on the Board and a separate rate for all other counties utilizing the services of the WSDJSC. The budget, as approved, shall be distributed to each county party to this Agreement along with an estimated daily fee per detained juvenile.

Each county to this Agreement agrees to include in its annual budget for each fiscal year during the term of this Agreement, monies sufficient to pay and for the purpose of paying all payment obligations of the county pursuant to this Agreement, and to take all other actions necessary to provide monies for the payment of the obligations of each county under this Agreement, from sources of the county lawfully available for such purpose.

### 5.3 Meade County

Meade County has been re-accepted into the Joint Powers Agreement effective January 1, 2019. They will continue to pay non-contract rates through December 2020. Meade County will not be liable for any assessments or eligible for any rebates during that time frame.

Meade County will receive priority housing effective January 1, 2019.

#### 5.4 Additional fees and conditions:

Pennington County, through its Sheriff, agrees to operate the WSDJSC for the use and benefit of all counties party to this Agreement. Each Contributing County agrees to pay Pennington County a daily fee for the intake, maintenance, feeding and care of each juvenile held in the WSDJSC at the request of such County based upon the following:

- (A) In calculating the number of days a juvenile is in the WSDJSC, the parties agree that each calendar day (or any portion thereof) the juvenile is physically located at the WSDJSC counts as a day;
- (B) Pennington County shall multiply the number of days a Contributing County has juveniles detained at the WSDJSC each month times the daily fee to determine a county's monthly daily fee expense. Such monthly daily fee expense shall be submitted to the respective County on a monthly basis and payment shall be made to Pennington County on a monthly basis accordingly;
- (C) At the end of each fiscal year, actual costs shall be figured and each County party to this Agreement shall be given credit for excess payments made during the year or billed for shortages as the case may be;
- (D) Each Contributing County agrees not to hold Pennington County or other Contributing Counties responsible for any or all necessary medical, dental, optometric, and orthodontic expenses incurred for the treatment of such counties' juveniles while held in the WSDJSC;
- (E) Each Contributing County understands and agrees that Pennington County, through its Sheriff, shall not be required to take each and every juvenile of such Contributing County and that the Sheriff may refuse to take any juvenile of any Contributing County if adequate space is unavailable in the WSDJSC or if the Sheriff reasonably believes that a juvenile of any Contributing County may present a danger to themselves or other juveniles detained in the WSDJSC or if proper authorization is not presented as required by this Agreement;
- (F) Each Contributing County agrees to provide Pennington County authority to hold any juvenile presented by it to the WSDJSC for detainment. The authority shall be made pursuant to a "Request to Hold Juvenile" upon proper form provided by Pennington County and signed by the officer or agent of the Contributing County delivering such juvenile to the WSDJSC. The "Request to Hold Juvenile", when properly executed, shall be deemed the consent of the Contributing County for Pennington County to bill the Contributing County under the terms and conditions of this Agreement and shall subject both the Contributing County and Pennington County to any and all applicable terms and conditions of this Agreement, the laws of

the State of South Dakota, the WSDJSC Policies and Procedures and any future amendments which may be made to the Agreement;

- (G) Each Contributing County expressly agrees to indemnify and hold Pennington County, its Sheriff, officers, agents and employees and all other Contributing Counties harmless from any claims or judgments made against Pennington County or any Contributing County in any civil or administrative action brought by a juvenile of such Contributing County when such claim or action contains allegations of false arrest or false detention. Each Contributing County expressly agrees to defend Pennington County for any legal fees or costs which it may incur as a result of litigation against Pennington County, its Sheriff, officers, agents and employees for a claim of false arrest or false detention by prisoners or detainees of said Contributing County or other claim or action when no claim of negligence or willful acts of the County and/or Sheriff is made or proven in a Court of Law. The parties to this Agreement agree that each shall defend against and assume responsibility for all damages or costs ordered to third parties as a result of the negligence of its officers, deputies or employees.

5.5 Use of WSDJSC by counties not a party to this Agreement:

Pennington County may authorize the use of the WSDJSC by counties who are not party to this Agreement upon such terms and conditions and at such rates as approved by the Board.

5.6 Personnel:

Appointments of personnel and the filling of vacancies and promotions for personnel assigned to the WSDJSC shall be made by the Pennington County Sheriff with the approval of the County as prescribed by SDCL 7-12-9 and 7-12-10. The Sheriff shall provide adequately trained and supervised personnel to appropriately provide the services required in this Agreement. All personnel assigned to the WSDJSC will be governed by the same rules, standards and regulations that other personnel employed by the Pennington County Sheriff's Office are subject to.

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

<b>IN THE MATTER OF THE APPLICATION ) OF LOOKOUT SOLAR PARK I, LLC FOR ) A PERMIT OF A SOLAR ENERGY ) FACILITY IN OGLALA LAKOTA ) COUNTY ) ) ) )</b>	<b>ORDER ASSESSING FILING FEE; ORDER AUTHORIZING EXECUTIVE DIRECTOR TO ENTER INTO CONSULTING CONTRACTS  EL18-059</b>
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On December 17, 2018, the South Dakota Public Utilities Commission (Commission) received an Application for an Energy Facility Permit (Application) from Lookout Solar Park I, LLC (Lookout Solar or Applicant). Lookout Solar proposes to construct and operate a 110-megawatt (MW) solar generation facility to be located in Oglala Lakota County, South Dakota, known as the Lookout Solar Project (Project). The Project is located approximately 22 miles east of Buffalo Gap, South Dakota, on 810 acres of privately owned land in Township 41 North, Range 48 West, Section 36 and the southern portion of Section 35 on individually-owned Indian trust land on the Pine Ridge Reservation (Project Area). The Project includes 500,000 solar panels, an energy storage facility, access roads, underground 34.5 kilovolt (kV) electrical collector lines, an underground fiber-optic cable, a collection substation, an operations and maintenance facility, and temporary construction areas. The Project would interconnect to the high-voltage transmission lines owned by the Western Area Power Administration near Cottonwood Cutoff. The Project is expected to be in-service by the second quarter of 2021. Applicant estimates the total construction cost to be \$100 million.

SDCL 49-41B-12 authorizes the Commission to assess a maximum fee not to exceed one-quarter of one percent for the first \$100,000,000 of estimated construction costs plus one-twentieth of one percent of all additional estimated construction costs of the Project, with a minimum total fee chargeable of not less than \$8,000. The fee shall be deposited in a subfund in the Commission's Regulatory Assessment Fee Fund to defray Commission expenses incident to analyzing and ruling upon the Application.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-41B, specifically 49-41B-12, 49-41B-26, and ARSD Chapter 20:10:22.

At its regularly scheduled meeting on December 28, 2018, the Commission considered this matter. Commission staff requested that the Commission assess a filing fee not to exceed \$250,000 with an initial deposit of \$8,000, and to authorize the executive director to enter into consulting contracts needed for review of the Application. Applicant stated it did not object to the fee assessment. The Commission voted unanimously to assess Lookout Solar a filing fee in an amount not to exceed \$250,000 with a minimum filing fee of \$8,000 to account for actual expenses incurred in review of this filing commencing from the filing date. The Commission further voted unanimously to authorize the executive director to enter into necessary consulting contracts. It is therefore



ORDERED, that Lookout Solar shall be assessed a filing fee not to exceed \$250,000 with an initial deposit of \$8,000 and shall from time to time make such additional deposits up to the total amount of the assessment as requested by the Commission's finance manager. It is further

ORDERED, that the executive director is authorized to enter into necessary consulting contracts.

Dated at Pierre, South Dakota, this 4th day of January 2019.

<p style="text-align: center;"><b>CERTIFICATE OF SERVICE</b></p> <p>The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, electronically or by mail.</p> <p>By: <u>Karen E. Bremer</u></p> <p>Date: <u>01/04/19</u></p> <p style="text-align: center;">(OFFICIAL SEAL)</p>
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BY ORDER OF THE COMMISSION:

Kristie Fiegen  
KRISTIE FIEGEN, Chairperson

Gary Hanson  
GARY HANSON, Commissioner

Chris Nelson  
CHRIS NELSON, Commissioner

South Dakota Retirement System  
222 East Capitol Suite 8  
PO Box 1098  
Pierre, South Dakota 57501-1098  
Toll-Free (888) 605-SDRS  
Telephone (605) 773-3731  
Fax (605) 773-3949  
www.sdrs.sd.gov



## South Dakota Retirement System

### MEMO

TO: AUTHORIZED AGENTS & CHAIRS OF PARTICIPATING COUNTY COMMISSIONS

FROM: ROBERT A. WYLIE, EXECUTIVE DIRECTOR *Rob*

SUBJECT: 2019 ELECTION FOR A COUNTY COMMISSIONER REPRESENTATIVE TO THE SDRS BOARD OF TRUSTEES

DATE: DECEMBER 27, 2018

In June of 2019, an election will be held to select a county commissioner representative to the SDRS Board of Trustees. The four-year term will begin July 1, 2019.

Please post the enclosed "Notice of Election" in a prominent place where it can be seen by all county commissioners.

Additional Nominating Petition forms can be obtained from our office.

All Nominating Petitions must be completed and filed in the office of the Executive Director of the South Dakota Retirement System by 5:00 p.m. on February 25, 2019. Petitions received after that will not be considered.

To inform the voters about the candidates, a special Election Issue of Outlook is prepared and mailed with the ballots. Candidates who would like information about themselves included in Outlook should submit the following with their petitions:

- \*Recent photo and
- \*Typewritten (200 words) biographical sketch and/or statement of candidacy.

The biographical sketch and/or statement of candidacy will be printed without editing provided the total word count, excluding articles, does not exceed 200 words.

Please feel free to contact Dawn Smith at 773-4596 if you have any questions.

Thank you.

RAW:dms

Enclosures

SOUTH DAKOTA RETIREMENT SYSTEM  
222 East Capitol, Ste. 8 Pierre, SD 57501

# NOTICE OF ELECTION

## COUNTY COMMISSIONERS

Nominations for a county commissioner member of the South Dakota Retirement System Board of Trustees, for the four-year term beginning July 1, 2019, will be received by the executive director, pursuant to the provisions of SDCL 3-12-49.

Nominations of a candidate must be made by petition subject to the following conditions:

- ◆ Signed by at least twenty members from the same group as the candidate (*county commissioners of counties participating in SDRS*);
- ◆ Petitions may be signed only by current county commissioners of counties participating in SDRS; and
- ◆ Petitions shall be on file in the executive director's office no later than 5:00 p.m. on February 25, 2019.

Petition forms may be secured from the South Dakota Retirement System, PO Box 1098, 222 East Capitol, Ste. 8, Pierre, SD 57501-1098 or call 605-773-4596.

To inform the voters about the candidates, a special Election Issue of Outlook is prepared and mailed with the ballots. Candidates who would like information about themselves included in Outlook should submit the following with their petitions:

- ◆ Recent photo and
- ◆ Typewritten (*200 words*) biographical sketch and/or statement of candidacy.

The biographical sketch and/or statement of candidacy will be printed without editing provided the total word count, excluding articles, does not exceed 200 words.

-----  
Robert A. Wylie  
Executive Director

**PLEASE POST IN A CONSPICUOUS PLACE**

# NOMINATING PETITION FOR COUNTY COMMISSIONER REPRESENTATIVE

## BOARD OF TRUSTEES - SOUTH DAKOTA RETIREMENT SYSTEM

We, the undersigned county commissioners of participating counties,  
hereby nominate, as a candidate to the  
South Dakota Retirement System Board of Trustees:

\_\_\_\_\_  
(Name of Candidate)

\_\_\_\_\_  
(Participating County)

PRINTED NAME OF OFFICIAL	SIGNATURE OF OFFICIAL	COUNTY
1.		
2.		
3.		
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23.		
24.		
25.		
26.		
27.		

## DIRECTIONS AND CONDITIONS

- A. Your petition must have at least twenty valid signatures.
- B. Valid signatures are restricted to:
- ◆ County commissioners presently serving a county participating in SDRS
- C. Completed petitions must be in the SDRS executive director's office, 222 East Capitol, Suite 8, PO Box 1098, Pierre, SD 57501, no later than 5:00 p.m. on February 25, 2019, to be considered.
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To inform the voters about the candidates, a special election issue of Outlook is prepared and mailed with the ballots. Candidates who would like information about themselves included in Outlook should submit the following with their petitions:

- ◆ Recent photo and
- ◆ Typewritten (200 words) biographical sketch and/or statement of candidacy.

The biographical sketch and/or statement of candidacy will be printed without editing provided the total word count, excluding articles, does not exceed 200 words.

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## DECLARATION OF CANDIDACY

*(The following must be completed and signed by the candidate)*

I, \_\_\_\_\_, declare that I am a county commissioner of a participating county, and if nominated and elected, I will serve as a member of the SDRS Board of Trustees.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address – City, State, Zip)

\_\_\_\_\_  
(Telephone Number: Home - Work)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Signature)