

FALL RIVER COUNTY APPROVED MINUTES OF SEPTEMBER 3, 2019

The Fall River Board of County Commissioners met in regular session on September 3, 2019. Present: Joe Allen, Joe Falkenburg, Paul Nabholz, Deb Russell and Sue Ganje, Auditor. Ann Abbott was absent.

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

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

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

Motion made by Nabholz, seconded by Russell, to approve the minutes of August 20, 2019, with the corrected date of July 31st on the Auditor's Account with the County Treasurer.

Motion made by Russell, seconded by Nabholz, to approve setting the supplement and contingency transfer hearing for September 17, 2019, at 9:30 a.m.

Notification was received from the Edgemont Masonic Lodge #161 that they will conduct two raffles, which will start October 3, 2019.

Motion made by Nabholz, seconded by Allen, to approve Bobbie Janis as an alternate Public Information Officer, to replace Teresa Pullen.

Motion made by Nabholz, seconded by Russell, to surplus to junk a 2-gallon gas tank, building, #01901.

Motion made by Russell, seconded by Nabholz, to approve the quote from CPS Technology Solutions for IBM Hardware and Software Maintenance, Annual Renewal in the amount of \$3,764.21.

Motion made by Allen, seconded by Nabholz to approve CP 2019-9, in the amount of \$240.00, with \$50 per month repayments to start in October.

Nina Steinmetz, Weed and Pest, met with the board. Motion made by Allen, seconded by Russell, to approve purchasing a 2011 Ford F350 from federal surplus, in the amount of \$25,500.00.

Frank Maynard, Emergency Management, was unable to meet with the board. Motion made by Russell, seconded by Allen, to approve extending Kaylon Russell's employment time by an additional thirty (30) days maximum.

Motion made by Russell, seconded by Nabholz, to approve travel for Maynard to attend the SDEMA Conference in Pierre, September 9, 2019 through September 12, 2019.

The Silver Jacket project (SD Interagency Flood Risk Management Project) has been

submitted and approved for Fiscal year 2020, and fires and incidents were noted.

Joe Falkenburg spoke of the existing fire danger with two to five-foot-tall dried clover in the county, and the need to have a SEAT plane stationed back in Hot Springs. "Due to the extraordinary risk of widespread fire, an emergency motion was made by Russell, seconded by Allen, for the public safety and welfare, to write a letter to ask that the seat plane be located at the Hot Springs Airport and authorize the chairman to sign.

Susie Hayes, Director of Equalization, met with the board. Motion made by Allen, seconded by Russell, to authorize Hayes to advertise for a certified assessor.

Hayes spoke of old assessment records from 1980 through 1992 that are now scanned, and the old hard copy is no longer needed. The museum and library both may want the records for historical purposes. The board agreed that Hayes could donate them.

Lyle Jensen, Building Supervisor, met with the board and spoke of the combined surplus on-line auction this fall, and noted items to be included. The full list will be at the next meeting. Motion made by Nabholz, seconded by Russell, to appoint Ken Tonsager, Mark Beideck and Gary Merkel, as 3 real property owners as appraisers for items exceeding \$500.00 for the combined surplus sale this fall.

Jensen spoke of the elevator repairs that will be needed soon and a quote that he has from OTIS. The quote and other things will be reviewed by the state's attorney and presented at the next meeting.

Discussion was held on the second reading of the ordinance prohibiting the use of dynamic brake devices. Motion made by Nabholz, seconded by Falkenburg, to table the second reading of the use of dynamic brake devices until the October 1st meeting to be able to determine if signs can be placed where the board determines, or where the SD DOT normally places such signs on the state highways. Comments were heard of opposition on behalf of the Fall River Feedlot. There are also concerns on the safety issue and effect on agriculture in the county. With Allen voting no, all others voting yes, by roll call vote, motion passes.

Randy Seiler, Highway Superintendent, met with the board. Motion made by Nabholz, seconded by Russell, to approve the pipeline easement for Kenny and Nancy Meisner in that area adjacent to Lot 8 of Angostura Highlands Subdivision in Section 34, Township 8 South, Range 6 East, of the Black Hills Meridian, Fall River County, South Dakota and the pipeline to run from the NE1/4SE1/4 of Section 34 in Township 8 South, Range 6 East to Lot 8 of Angostura Highlands Subdivision in Section 35, Township 8 South, Range 6 East, of the Black Hills Meridian, Fall River County, South Dakota.

Motion made by Russell, seconded by Falkenburg, to allow Seiler to purchase off the Marshall County (March 12, 2019) Milling/Reclaiming Equipment Rental Bid for grinding. With Nabholz voting no, all others voting yes, by roll call vote, motion carries.

Motion made by Russell, seconded by Allen, to allow Seiler to purchase off the Harding County (December 4, 2018) Ground Stabilizer bid. With Nabholz voting no, all others voting yes, motion carries.

Motion made by Nabholz, seconded by Russell, to approve hiring Kenneth Denison, heavy equipment operator, \$15.05, effective September 10, 2019, as per union contract.

Seiler updated the board about water under the Dewey Bridge being a problem and they will have to pump again. This may cause problems with the September 1, 2019 deadline, but if up by December 1, 2019, penalties would be waived. The county will get the railing to use on other projects.

Seiler updated the board that grinding has started on Old Highway 79. Base 1 will be put on the second grind. Culverts have been ordered to replace the Ardmore Bridge. Seiler noted other equipment will need to be rented such as a skid steer and packer to finish this project. Discussion was held on mowing and the length of the Chilson Bridge.

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

GENERAL FUND

FIDELITY SEC. LIFE INS CO	EYE INSURANCE	\$142.62
AMERICAN FAMILY ASSURANCE	AMERICAN FAMILY ASSURANCE	\$596.32
ARROWWOOD RESORT & CONFER	CONFERENCE HOTEL	\$221.90
BOB BARKER COMPANY INC	INMATE SUPPLY	\$275.64
BESSLEY LAW OFFICE	CAAF	\$400.00
BLACK HILLS CHEMICAL	SUPPLY	\$251.81
BRUMBAUGH & QUANDAHL,P.C.	GARNISHMENT	\$36.36
BLACK HILLS ENERGY	UTILITY POWER ELECTRIC	\$5,076.51
BOSTON MUTUAL LIFE INS CO	LIFE INSURANCE	\$32.76
CENTURY BUSINESS LEASING	COPIER LEASE AND USAGE	\$342.45
CREDIT COLLECTION BUREAU	COLLECTIONS	\$32.81
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$2,362.15
EFTPS	PAYROLL TAXES	\$30,894.14
EXECUTIVE MGMT FINANCE	BIT NETWORK FEES	\$125.00
EXPRESS COLLECTIONS, INC.	GARNISHMENT	\$432.77
FARRELL,FARRELL &GINSBACH	CAAF	\$2,887.94
FREY, GREGORY	MENTAL ILLNESS	\$35.00
GOVERNORS INN	HOTEL ROOM ASSESSOR	\$710.00
HAYES, SUSIE	MEALS REIMBURSEMENT	\$187.00
HENNEPIN COUNTY SHERIFF	TAX DEED SERVED	\$80.00
HEAVY HIGHWAY FRINGS	INSURANCE FEES	\$595.00
HILLS EDGE AUTO SALES	REPAIR/MAINTENANCE	\$280.09
HILPERT & HALE, PROF, LLC	MENTAL ILLNESS	\$372.30
HOT SPRINGS ACE HARDWARE	SUPPLY	\$337.29
CITY OF HOT SPRINGS	3RD QTR. FIRE SPRINK	\$24.00
HUGHES, JOHN T	MENTAL ILLNESS	\$35.00
HUNT, KAREN PAIGE	MENTAL HEALTH	\$285.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$18,312.00

KENNEDY, PAMELA	MENTAL ILLNESS	\$35.00
LIUNA LABORERS LOCAL 620	UNION DUES	\$300.00
LAKOTA CONTRACTING, INC.	UNIFORM ALLOWANCE	\$169.95
MANLOVE PSYCHIATRY GROUP	MI	\$59.90
MARCO	COPIER LEASE	\$165.00
MENARD'S	JAIL REFRIGERATOR	\$164.00
NATIONWIDE RETIREMENT SOL	NATIONWIDE RETIREMENT	\$29.42
NEW YORK LIFE INSURANCE	NEW YORK LIFE INSURANCE	\$65.00
NEWMAN TRAFFIC SIGNS	SIGNAGE	\$2,165.77
NORTON, TINA	CONTRACT NURSE INMATE	\$1,075.00
CHILD SUPPORT PAYMENT CNT	CHILD SUPPORT	\$655.00
O'NEILL, JUSTIN	CAAF	\$1,781.37
QUILL CORPORATION	OFFICE SUPPLIES	\$368.29
RADIOLOGY ASSOCIATES PRO.	INMATE MEDICAL	\$36.00
RAPID CITY FIRE DEPT	HAZMAT	\$2,175.52
RAPID CITY JOURNAL (THE)	ADVERTISING/PROCEEDINGS	\$841.85
REGIONAL HEALTH	INMATE MEDICAL	\$95.72
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$15,675.33
SERVALL	RUG/UNIFORM SERVICE	\$377.31
SKINNER, MATTHEW L. PC	CAAF	\$3,930.25
SD SUPPLEMENT RETIREMENT	SDRS SUP RETIREMENT	\$1,300.00
NORTON, MIKAYLA	BLOOD DRAW	\$375.00
TIME EQUIPMENT RENTALS	EQUIPMENT RENTAL	\$391.58
TURNER, CAITLIN	MEALS REIMBURSEMENT	\$187.00
UNITED WAY BLACK HILLS	UNITED WAY DONATION	\$37.00
VANWAY TROPHY	NAME PLATE	\$28.30
VERIZON WIRELESS	CELL PHONE PLAN	\$645.65
WICKERD, KAYLA	PAY CHECK AUGUST	\$178.32
BEHRENS, DONNA	MILEAGE REIMBURSEMENT	\$21.42
COMMISSIONERS	AUGUST SALARIES	\$4,100.00
AUDITOR'S OFFICE	AUGUST SALARIES	\$15,328.17
AUDITOR'S OFFICE	OVERTIME	\$42.97
TREASURER'S OFFICE	AUGUST SALARIES	\$12,508.24
TREASURER'S OFFICE	OVERTIME	\$9.31
STATE'S ATTORNEY'S OFFICE	AUGUST SALARIES	\$10,976.90
STATE'S ATTORNEY'S OFFICE	OVERTIME	\$446.77
MAINTENANCE	AUGUST SALARIES	\$8,173.22
MAINTENANCE	OVERTIME	\$5.50
ASSESSOR'S OFFICE	AUGUST SALARIES	\$14,449.35
ASSESSOR'S OFFICE	OVERTIME	\$18.96
REGISTER OF DEEDS OFFICE	AUGUST SALARIES	\$7,720.32
REGISTER OF DEEDS OFFICE	OVERTIME	\$18.00
VETERAN'S SERVICE OFFICE	AUGUST SALARIES	\$3,426.68
GIS OFFICE	AUGUST SALARIES	\$3,373.47

SHERIFF	AUGUST SALARIES	\$24,752.57
SHERIFF	OVERTIME	\$3,919.08
JAIL	AUGUST SALARIES	\$14,757.46
JAIL	OVERTIME	\$1,619.60
CORONER	AUGUST SALARIES	\$300.00
NURSE'S OFFICE	AUGUST SALARIES	\$3,433.77
EXTENSION OFFICE	AUGUST SALARIES	\$3,451.08
EXTENSION OFFICE	OVERTIME	\$238.98
WEED & PEST OFFICE	AUGUST SALARIES	\$5,105.76
	TOTAL FOR GENERAL FUND	\$236,869.97

COUNTY ROAD & BRIDGE

A & B WELDING SUPPLY CO.	WELDING SUPPLIES/LEASE	\$11.47
FIDELITY SEC. LIFE INS CO	EYE INSURANCE	\$57.08
AMERICAN FAMILY ASSURANCE	AMERICAN FAMILY ASSURANCE	\$350.88
BLACK HILLS ENERGY	UTILITY POWER ELECTRIC	\$333.56
BROSZ ENGINEERING, INC.	ENGINEERING	\$5,892.50
BUILDER'S FIRST SOURCE	SUPPLY	\$11.99
BUTLER MACHINERY CO	SUPPLIES/REPAIRS	\$1,138.95
CORR CONSTRUCTION SERVICE	BURDOCK BRIDGE DECK	\$73,414.80
CROELL REDI MIX INC	GRAVEL	\$372.52
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$444.95
DIESEL MACHINERY, INC	PARTS	\$123.17
FLOYD'S TRUCK CENTER	REPAIRS/PARTS	\$3,440.28
EFTPS	PAYROLL TAXES	\$9,377.53
FALL RIVER HEALTH SERVICE	MEDICAL	\$44.00
FORWARD DISTRIBUTING	SUPPLIES/PARTS	\$31.75
FALL RIVER COUNTY HERALD	PUBLICATION	\$201.00
HEAVY HIGHWAY FRINGS	INSURANCE FEES	\$150.00
HOT SPRINGS ACE HARDWARE	SUPPLY	\$67.98
HOT SPRINGS AUTOMOTIVE	AUTO SUPPLY PARTS	\$887.74
RICOH USA INC	CONTRACT SERVICE	\$75.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$3,520.00
KIMBALL MIDWEST	SUPPLIES	\$420.76
LIUNA LABORERS LOCAL 620	UNION DUES	\$125.00
M&W TOWING	TOWING	\$150.00
NELSON'S OIL & GAS INC	UTILITIES	\$35,203.11
NORTON'S SINCLAIR	AUTO REPAIR	\$29.37
POWERPLAN OIB	REPAIR/PARTS/LABOR	\$62.20
RAPID CITY JOURNAL (THE)	ADVERTISING/PROCEEDINGS	\$244.00
SAFETY KLEEN	SUPPLIES	\$248.94
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$4,517.62
SEILER, RANDY	CELLPHONE REIMBURSEMENT	\$75.00
SUMMIT SIGNS & SUPPLY INC	SIGNAGE	\$540.00
TRUE NORTH STEEL	CULVERT	\$8,034.00

HIGHWAY DEPARTMENT	AUGUST SALARIES	\$39,727.02
HIGHWAY DEPARTMENT	OVERTIME	\$1,298.39
	TOTAL FOR COUNTY ROAD AND BRIDGE	\$190,622.56
911 SURCHARGE REIMBURSEMENT		
FIDELITY SEC. LIFE INS CO	EYE INSURANCE	\$14.62
CENTURY BUSINESS LEASING	COPIER LEASE AND USAGE	\$64.24
CREDIT COLLECTION BUREAU	COLLECTIONS	\$302.86
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$472.85
EFTPS	PAYROLL TAXES	\$3,746.00
HEAVY HIGHWAY FRINGS	INSURANCE FEES	\$75.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$1,760.00
LIUNA LABORERS LOCAL 620	UNION DUES	\$25.00
PORTFOLIO RECOVERY ASSOC.	GARNISHMENT	\$157.51
QUILL CORPORATION	OFFICE SUPPLIES	\$28.12
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$1,966.60
VERIZON WIRELESS	CELL PHONE PLAN	\$44.56
ZUERCHER TECHNOLOGIES LLC	DISPATCH LICENSE	\$1,950.00
DISPATCH	AUGUST SALARIES	\$15,530.48
DISPATCH	OVERTIME	\$857.81
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	\$26,995.65
FIRE PROTECTION FUND		
ARDMORE FIRE DISTRICT	2019 FIRE INSURANCE	\$1,139.54
EDGEMONT FIRE DEPT	2019 FIRE INSURANCE	\$3,884.72
HOT SPRINGS FIRE DEPT	2019 FIRE INSURANCE	\$8,727.17
MINNEKAHTA FIRE	2019 FIRE INSURANCE	\$1,188.80
OELRICHS VOL FIRE DEPT	2019 FIRE INSURANCE	\$1,549.99
ORAL FIRE DEPT	2019 FIRE INSURANCE	\$878.84
SMITHWICK FIRE DEPARTMENT	2019 FIRE INSURANCE	\$417.37
	TOTAL FOR FIRE PROTECTION FUND	\$17,786.43
EMERGENCY MANAGEMENT		
THE BLUE CELL, LLC	COMMODITY FLOW STUDY	\$2,500.00
EFTPS	PAYROLL TAXES	\$1,528.76
MARCO	COPIER LEASE	\$34.05
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$627.26
VERIZON WIRELESS	CELL PHONE PLAN	\$92.46
FR EMERGENCY MANAGEMENT	AUGUST SALARIES	\$6,193.62
FR EMERGENCY MANAGEMENT	OVERTIME	\$5.50
	TOTAL FOR EMERGENCY MANAGEMENT	\$10,981.65
DOMESTIC ABUSE FUND		
FALL RIVER HEALTH SERVICE	MEDICAL	\$975.80
	TOTAL FOR DOMESTIC ABUSE FUND	\$975.80
24/7 SOBRIETY FUND		
EFTPS	PAYROLL TAXES	\$341.32
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$58.21

	TOTAL FOR 24/7 SOBRIETY FUND	\$399.53
COURTHOUSE BUILDING FUND		
GARON PRODUCTS, INC.	SUPPLY	\$6,932.91
OTIS ELEVATOR COMPANY	SERVICE/REPAIR	\$3,173.68
	TOTAL FOR COURTHOUSE BUILDING FUND	\$10,106.59
	TOTAL PAID BETWEEN 8/21/19 AND 9/3/19	\$494,738.20

Break was taken at 9:50 a.m. and the meeting reconvened at 9:55 a.m.

Public comment was heard from Cindy Brunson, Paul Nabholz and Dustin Ross. Brunson had concerns about law enforcement in Edgemont and possibly adding a citizen's awareness group. Nabholz briefly mentioned a call on road blading and a letter from employees. Ross spoke of issues that occurred in getting plat information through email to the auditor to be put on this meeting agenda and asked for a special meeting to be set as a closing has been scheduled for this week. A special meeting will be arranged.

Motion made by Russell, seconded by Nabholz, to enter executive session as per SDCL 1-25-2 (1) and SDCL 1-25-2 (3) for personnel and legal purposes at 10:07 a.m.

The board came out of executive session at 10:32 a.m.

The 2020 provisional budget hearing was held as advertised.

Break was taken at 10:40 and meeting reconvened at 10:45 a.m.

Motion made by Russell, seconded by Abbott, to enter executive session as per SDCL 1-25-2 (1) and SDCL 1-25-2 (4) for personnel and negotiation purposes at 10:45 a.m.

The board came out of executive session at 12:02 p.m.

Motion made by Russell, seconded by Nabholz, to adjourn at 12:03 p.m.

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

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

FALL RIVER COUNTY APPROVED MINUTES OF SEPTEMBER 5, 2019

The Fall River Board of County Commissioners met in special session on September 5, 2019. Present: Joe Allen, Joe Falkenburg (via telephone), Paul Nabholz, Deb Russell and Sue Ganje, Auditor. Ann Abbott was absent.

The Pledge of Allegiance was given and the meeting called to order at 11:30 a.m.

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

Motion made by Allen, seconded by Nabholz, to approve the agenda, as written. By roll call vote, the motion carried.

Abbott joined the meeting at 11:32 a.m.

Dustin Ross and John McBride, Andersen Engineers, met with the board. Motion made by Allen, seconded by Nabholz, to approve the following resolution:

FALL RIVER COUNTY RESOLUTION #2019-28

A plat of JC Brunson Tract and Tract 2 South, Located in the SE1/4 of Section 4, the E1/2 of Section 9, the W1/2 and the SE1/4 of Section 10, All of Section 15, the E1/2 of Section 16, the NE1/4 of Section 21 and the N1/2 of Section 22, T10S, R2E, BHM, Fall River County, South Dakota

Formerly Tract 2 and Lot A of Tract 2

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

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

Dated this 5th day of September 2019.

ATTEST:
/s/Sue Ganje
Fall River County Auditor

/s/ Deborah Russell
Fall River County Board of Commissioners

With Nabholz voting no, all others voting yes, by roll call vote, motion carries.

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

FALL RIVER COUNTY RESOLUTION #2019-29

**White Tract of Cobblestone Mountain Estates Subdivision, Located in the W1/2SW1/4 of
Section 1, T7S, R5E, BHM, Fall River County, South Dakota**

Formerly Lot 49, Lot 50, Lot 51, Lot 52 and Lot 54

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

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

Dated this 5th day of September, 2019.

ATTEST:

/s/Sue Ganje

Fall River County Auditor

/s/ Deborah Russell

Fall River County Board of Commissioners

With Nabholz voting no, all others voting yes, by roll call vote, motion carries.

Motion made by Allen, seconded by Nabholz, to adjourn at 11:35 a.m. By roll call vote, motion carries.

/s/ Deborah Russell

Deb Russell, Chairman

Board of Fall River County Commissioners

ATTEST:

/s/ Sue Ganje

Sue Ganje, Fall River County Auditor

FALL RIVER COUNTY RESOLUTION #2019-30

ORDER FOR ORGANIZATION AND INCORPORATION
OF THE SONRISE NORTH ROAD DISTRICT
FALL RIVER COUNTY, SOUTH DAKOTA

WHEREAS, all voting property owners that are within the proposed district have agreed to and petitioned for the organization of the Sonrise North Road District, and

WHEREAS, an Election was held on September 10th, 2019 asking the voters to accept or reject the formation of the Sonrise North Road District, with 6 voters accepting and 0 voters rejecting the formation of the Sonrise North Road District, and

NOW, THEREFORE, BE IT ORDERED, that the Fall River County Commissioners shall declare the Sonrise North Road District to be organized and established as a governmental subdivision of the State of South Dakota and a public body, corporate and political, effective as of today's date, with taxing authority for the 2019 tax year payable in 2020 and after, and

BE IT FURTHER ORDERED, that the Sonrise North Road District be described as follows:

LOTS 1-23 OF SONRISE NORTH SUBDIVISION OF SE1/4NW1/4 AND LOT A OF LOT 2 OF WHOLE NOTE SUBDIVISION, ALL IN SECTION 1, T7S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK XXIV OF PLATS, PAGE 22 IN THE FALL RIVER COUNTY REGISTER OF DEEDS OFFICE

AND

LOT THREE (3) OF TRACT ONE (1) OF HALFNOTE SUBDIVISION LOCATED IN GOVERNMENT LOT THREE (3), SECTION ONE (1), TOWNSHIP SEVEN (7) SOUTH, RANGE FIVE (5) EAST OF THE BLACK HILLS MERIDIAN, FALL RIVER COUNTY, SOUTH DAKOTA

AND

TRACT AR1 AND AR2 OF HALFNOTE SUBDIVISION CONTAINING ALL OF TRACT A OF TRACT 1 AND A PORTION OF TRACT 1, ALL IN THE NW1/4 OF SECTION 1, T7S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA

Dated this 17th day of September, 2019

Joe Falkenburg, Chairman
Fall River County Commissioner

ATTEST:

Sue Ganje
Fall River County Auditor

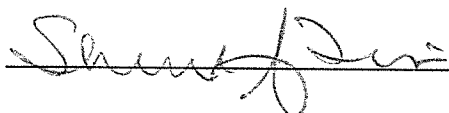
The Sonrise North Road District Election was held September 10, 2019. The final results of the election were as follows:

For the formation of the Sonrise North Road District: 6

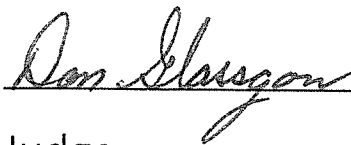
Against the formation of the Sonrise North Road District: 0

We hereby certify the above results as the final results.

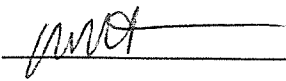
Dated this 10th day of September, 2019



Superintendent



Judge



Judge

Frank Maynard Emg Mgr

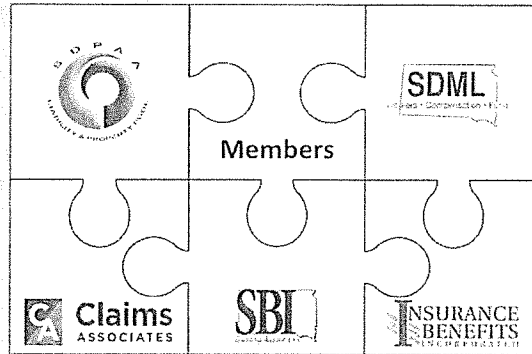
From: me@agatesoftware.com
Sent: Wednesday, September 04, 2019 5:37 PM
To: frem@gwtc.net
Cc: brent.kolstad@state.sd.us; frem@gwtc.net
Subject: 2018 Homeland Security Grant Awarded

The completed Grant Award Agreement from the Application HLS-2019-Fall River Co EM-00340 with Project Title: P25 Radios is available on EDGAR. You may now move forward with your project. Please note the special conditions, Terms & Conditions, and Subaward End Date.

Step-by-step instructions on how to print your Grant Award Agreement: 1. Log into EDGAR 2. Find and open your application (can be found under My Tasks or My Applications) 3. On the Forms Menu select, Sub-Recipient Award Agreement, open in Adobe, and Print. 4. Select Exhibit A, open in Adobe, and Print 5. Select Exhibit B, open in Adobe, and Print br>

When you're ready to request reimbursement for your completed project, please follow the step-by-step guide in Exhibit B Administrative Manual.

21st Annual Safety & Loss Control Training Conference



“Partners in Excellence”

November 20 & 21, 2019—Highland Convention Center, Mitchell SD

Presented by: South Dakota Public Assurance Alliance / SDML Workers' Compensation Fund Insurance Benefits, Inc. / Claims Associates, Inc. / Safety Benefits, Inc.

Keynote speaker: Gary A. Higbee, EMBA CSP — Gary has over 45 years of experience ranging from working on the factory floor to upper management, including management positions with John Deere and Maytag. Gary retired from the corporate world in 1998 and has since been managing his consulting firm, Higbee and Associates, Inc. His first priority is protecting the people and resources that make this country great.

Hotels

The following Mitchell hotels are available for attendees:

- Comfort Inn & Suites, (605) 990-2400, \$89.00 plus tax
- Hampton Inn, (605) 995-1575, \$94.00 plus tax
- Kelly Inn, (605) 995-0550, \$108.00 plus tax
- Days Inn, (605) 299-2859, \$75.00 plus tax

*Please ask hotels about a special rate for the Safety and Loss Control Conference

Registration

- SDPAA and/or SDML WC Members Registration Fee: \$65
- Non-Pool Members Registration Fee: \$90
- Early registration deadline: Nov. 1, 2018
- **If you register three, the fourth is free!**
- \$10 late charge and no refunds after Nov. 1
- Registration includes banquet and breakfast
- To qualify for the 2020 Silver and Gold Levels Safety Awards you must have someone attend the 2019 conference
- Opening Remarks begin on Nov. 20th at 12:45pm and Closing Remarks on Nov. 21st at 12:00 (Noon)

Submit Registration

- Make checks payable to Safety Benefits, Inc. at 4901 Isabel Place, Suite 120 Sioux Falls, SD 57108
- E-mail registration form to dnekvinda@safety-benefits.com or smueller@safety-benefits.com

Questions? Call Safety Benefits at (888) 313-0839 or (605) 334-9567

Name: _____ Title: _____

Entity/ Employer: _____ City/County: _____

Telephone #: _____ Email: _____

(Attach sheet for additional names)



The Office of the State's Attorney
Fall River and Oglala Lakota Counties

Brian T. Ahrendt

906 North River Street, Suite 301 Hot Springs, SD 57747 Phone: (605) 745-3866 Facsimile: (605) 745-3855 FRCSA@gwtc.net

September 9, 2019

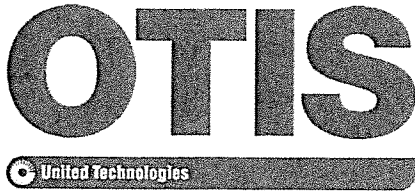
Fall River County
906 N. River St.
Hot Springs, SD 57747

Re: Bid for Elevator repair

It is my opinion that the bid from Otis Elevator for the repair of the elevator in the Fall River County Courthouse is exempt from public bid pursuant to SDCL 5-18A-22 (4), and may be accepted as is without further publication.

Sincerely,

Brian T. Ahrendt



DATE: 08/12/2019

TO:
Fall River County Auditor
906 N River Street
Hot Springs, SD 577471309

FROM:
Otis Elevator Company
2340 E St Patrick Street # 55
Rapid City, SD 57703

EQUIPMENT LOCATION:
Fall River County Courtho
906 N River Street
Hot Springs, SD 57747

Jim Pokorney
Phone: (605) 290-5987
Fax: (860) 660-9049

PROPOSAL NUMBER: DRF190812124343

MACHINE NUMBER(S) : F11831

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

OTIS HYDRO ACCEL ELEVATOR MODERNIZATION SYSTEM

We propose to furnish labor and material to provide a hydraulic microprocessor-based control system. It is specifically designed to meet the particular needs of modernizing hydraulic elevators. The system is integrated by communications over serial links and discrete wiring.

SOFT STARTER (NEW)

A new solid-state starter will be provided. It will be of the same power requirement and starting configuration as presently exists.

POWER UNIT (NEW)

The existing power unit will be replaced with a new power unit. The new power unit consists of a positive displacement pump, motor, integral 4-coil control valve, oil tank and muffler. The pump and motor are submerged and are mounted to the tank with rubber isolators to reduce vibration and noise. A muffler is provided to dissipate pulsations and noise from the flow of hydraulic fluid. The valve consists of up, up leveling, down and down leveling controls along with manual lowering and a pressure relief valve. NEW OIL TO BE SUPPLIED FOR HYDRHAULIC SYSTEM

AUTOMATIC SELF-LEVELING (WITH NEW HOISTWAY LEVELING DEVICE)

The elevator shall be provided with automatic self-leveling that shall bring the elevator car level with the floor landings, no more than +/- 1/2" regardless of load or direction of travel. The automatic self-leveling shall correct for overtravel or undertravel.

CONTROLLER

A microprocessor-based control system shall be provided to perform all the functions of safe elevator motion and elevator door control. This shall include all the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform group operational control.

Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system downtime.

OPERATION - ONE CAR

Operation shall be automatic by means of the car and landing buttons. Stops registered by momentary actuation of the car or landing buttons shall be made in the order in which the landings are reached in each direction of travel after the buttons have been actuated. All stops shall be subject to the respective car or landing button being actuated sufficiently in advance of the arrival of the car at that landing to enable the stop to be made. The direction of travel for an idle car shall be established by the first car or landing button actuated.

“UP” landing calls shall be answered while the car is traveling in the up direction and “DOWN” landing calls shall be answered while the car is traveling down. The car shall reverse after the uppermost or lowermost car or landing call has been answered, then proceed to answer car calls and landing calls registered in the opposite direction of travel.

If the car without registered calls arrives at a floor where both up and down hall calls are registered, it shall initially respond to the hall call in the direction that the car was traveling. If no car call or hall call is registered for further travel in that direction, the car shall close its doors and immediately reopen them in response to the hall call in the opposite directions. Direction lanterns, if furnished, shall indicate the change of direction when the doors reopen.

An independent service switch shall be provided in the car operating panel which, when actuated, shall cancel previously registered car calls, disconnect the elevator from the hall buttons and allow operation from the car buttons only.

INDEPENDENT SERVICE

When the Independent Service switch in the car operating panel is actuated, it shall cancel previously registered car calls, disconnect the elevator from the hall buttons, and allow operation from the car buttons only. Door operation shall occur only after actuation of the “DOOR CLOSE” button.

SPECIAL EMERGENCY SERVICE (FIRE SERVICE)

Special Emergency Service operation shall be provided in compliance with the latest revision of the ASME/ANSI A17.1 Code.

Special Emergency Service Phase I to return the elevator (s) non-stop to a designated floor shall be initiated by an elevator smoke detector system or a keyswitch provided in a lobby fixture.

If required, the smoke detector system is to be furnished by others. The elevator contractor shall provide input connections on the elevator controller to receive signals from the smoke detector system.

A keyswitch in the car shall be provided for in-car control of each elevator when on Phase II of Special Emergency Service.

If an elevator is on independent service when the elevators are recalled on Phase I operation, a buzzer shall sound in the car and a jewel shall be illuminated, subject to applicable codes.

SMOKE SENSORS (NEW)

Customer will provide a smoke detector system, located as required with wiring from the sensing devices to each elevator controller. These are separate from the building fire system per elevator code.

INSPECTION OPERATION

For inspection purposes, an enabling keyswitch shall be provided in the car operating panel to permit operation of the elevator from on top of the car and to make car and hall buttons inoperative.

On top of the car an operating fixture shall be provided containing continuous pressure "UP" and "DOWN" buttons, an emergency stop button, and an inspection-initiating switch. This switch makes the fixture operable and, at the same time, makes the door operator and car and hall buttons inoperable.

HOISTWAY ACCESS SWITCH

An enabling keyswitch shall be provided in the car operating panel to render all car and hall buttons inoperative and to permit operation of the elevator by means of an access keyswitch adjacent to the hoistway entrance at the access landing. The movement of the car away from access landing, other than the lower terminal, by means of the access keyswitch at the landing shall be limited in travel and direction to that as specified for the upper landing in the latest revisions of the ASME/ANSI A17.1 Code.

APPLIED CAR OPERATING PANEL (NEW)

An applied car operating panel shall be furnished. The panel shall contain a bank of illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button or switch, door open and door close buttons, and a light switch. The emergency call button shall be connected to a bell that serves as an emergency signal. A fan switch, if optional fan is provided, shall also be located in the car operating panel. All car operating panel lamps shall be the low-voltage long life lamps.

OTIS HANDSOFF® PHONE (Integral to the Car Operating Panel)

We propose to furnish and install the Otis HANDSOFF® phone. The HANDSOFF phone is a telephone, which enables communication between persons in the elevator and a 24-hour answering service.

The HANDSOFF phone will be mounted in a telephone box or surface mounted in the elevator cab. It will automatically dial a preprogrammed number and will inform the answering service of the elevator location via prerecorded digital voice communication. After disclosing the elevator location, the phone will allow two-way voice communication. The HANDSOFF phone contains two light-emitting diodes -- one that indicates the call is in progress and another that indicates the call has been acknowledged. After receiving acknowledgment of the call from the answering service, a deaf/mute person can signal the answering service by reactivating the call button. The phone can be easily programmed and allows incoming calls to be received. The telephone will be furnished and installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators, and is registered with the FCC.

CAR POSITION INDICATOR (NEW)

A new car position indicator shall be installed. The position of the car in the hoistway shall be shown by illumination of the indication corresponding to the landing at which the car is stopped or passing. All lamps shall be low-voltage, longer life lamps.

AUDIBLE SIGNAL (INDICATES PASSING OR STOPPING AT A LANDING)

An audible signal shall sound in the car to tell passengers that the car is either stopping or passing a landing served by the elevator.

"IN-CAR" DIRECTION LANTERNS (NEW)

New direction lantern(s) shall be mounted in or near the car entrance jamb(s), visible from the corridor, which when the car stops and the doors are opening, shall indicate the direction in which the car will travel. A chime shall also be furnished on the car, which will sound once for the "UP" direction and twice for the "DOWN" direction as the doors are opening.

EMERGENCY CAR LIGHTING (NEW)

An emergency power unit employing a 12-volt sealed rechargeable battery and a totally static circuit shall be provided. The power unit shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the latest revision of the ASME/ANSI A17.1 Code.

HALL BUTTONS (NEW)

New hall buttons shall be installed at each landing, an up and a down button at each intermediate landing and a single button at each terminal landing.

When a call is registered by momentary pressure on a landing button, that button shall become illuminated and remain illuminated until the call is answered. Hall button lamps shall be low-voltage, long life lamps.

HALL LANTERNS (NEW)

Direction lanterns with stainless steel faceplates shall be provided at ALL EXISTING HALL LANTERN LOCATIONS, with up and down indications at intermediate landings and single indications at terminal landings. When a car is stopping at a landing, the lantern indicating the direction in which the car is traveling shall become illuminated prior to arrival of the car. A chime shall sound once for the "UP" direction and twice for the "DOWN" direction to announce the impending arrival of the associated elevator car.

HALL POSITION INDICATOR (NEW)

A hall position indicator with a stainless steel faceplate shall be installed at ALL EXISTING HALL POSITION INDICATOR LOCATIONS. The position of the car in the hoistway shall be shown by the illumination of the indicator corresponding to the landing at which the car is stopped or passing.

HOISTWAY OPERATING DEVICES (NEW)

Normal terminal stopping devices shall be provided to slow down and stop the car automatically at the terminal landings and to automatically cut off the power and apply the brake, should the car travel beyond the terminal landings.

CAR GUIDES (RETAINED)

The existing car guides shall be retained. They shall be thoroughly inspected. Any worn parts will be replaced by the original manufacture parts or equal.

CAR FRAME (RETAINED)

The existing car frame shall be retained.

PLATFORM (RETAINED)

The current platform will be retained.

FLOORING (RETAINED)

The present flooring will be retained.

DOOR OPERATOR (NEW)

A new Black Belt door operator shall be installed.

A Closed Loop Door Operator shall be furnished. This closed loop microprocessor based door system will facilitate smooth operation under varying environmental influences such as, temperature, wind, friction, and component variation. The processor will monitor the door's actual position and velocity compared to its desired position and velocity. If variations are detected in the profile the command will be automatically corrected. The Closed Loop Door Operator control system shall not require machine room door control equipment.

Door operation shall be automatic at each landing with door opening being initiated as the car arrives at the landing and closing taking place after expiration of an adjustable time interval. An electric car door contact shall prevent the elevator from operating unless the car door is in the closed position.

Door close shall be arranged to start after a minimum time, consistent with Handicap Requirements.

Doors shall be arranged to remain open for an adjustable time period sufficient to meet ADA requirements.

The time interval for which the elevator doors remain open when a car stops at a landing shall be independently adjustable for response to car calls and response to hall calls.

INTERLOCKS (NEW)

New interlocks will be installed. The interlocks shall prevent operation of the elevator unless all doors for that elevator are closed and shall maintain the doors in their closed position while the elevator is away from the landing. Emergency access to the hoistway as required by governing codes shall be provided.

OPTIGUARD Door Protection System (NEW)

A solid –state infrared passenger protection system shall be installed on the car door. This system uses 154 infrared emitters and detectors to create an invisible safety net across the elevator entrance. The OPTIGUARD system continuously scans for interrupted beams. If any beam in the curtain is interrupted; the OPTIGUARD system will reopen the elevator door instantly. OPTIGUARD offers maximum protection for passenger safety minimizing potential injury to passengers as they enter and exit the elevator.

The OPTIGUARD systems infrared beams will also detect approaching objects which reduces potential for damage to elevator doors caused by mail carts, stretchers or other moving equipment.

PIT SWITCH

An emergency stop switch shall be located in the pit accessible from the pit access door.

WIRING

All new wiring and electrical interconnections shall comply with governing codes. Insulated wiring shall have flame-retardant and moisture-proof outer covering and shall be run in conduit, flexible tubing or electrical wireways. Traveling cables shall be flexible and suitably suspended to relieve strain on individual conductors.

GENERAL PROCEDURES

*Replace Door Rollers where needed

*Routine Door Operation

*Paint Machine Room

*Clean Sills, Tracks, Doors

ENGINEERING DESIGN

All new material furnished will be specifically designed to operate with original elevator equipment being retained, thus assuring maximum performance and eliminating any divided responsibility.

SUPERSEDED MATERIAL

All material, removed or unused, not required in the modification will become the property of the Otis Elevator Company and we reserve the right to remove and retain it.

PERMITS AND INSPECTIONS

The elevator contractor shall furnish all licenses and permits and shall arrange for and make all required inspections and tests.

CODE

The elevator equipment shall be furnished and installed in accordance with the latest additions of the ASME/ANSI A17.1 Safety Code for Elevators and Escalators, An American National Standard, including the latest Supplement, and the Americans with Disabilities Act.

CODE (LOCAL)

The elevator equipment shall comply with all applicable local codes.

ALTERNATES

Overtime – accelerated schedule

Standard Duration	Reduced Duration	Reduced Duration Cost
3 Weeks	2 Weeks	\$6800

Please note: Car will be out of service for the stated duration
 Please indicate your intention to choose this option by initialing here _____

SECTION VIII. WORK BY OTHERS – NOT IN CONTRACT

The following items must be performed by others and you agree to provide this work in accordance with the applicable codes and enforcing authorities. All “Work by Others” must either be completed prior to our manning the job or be properly scheduled as to not obstruct the progress of the project.

1.AIR CONDITIONING - Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 45oF and 95oF.

2.BUILDING POWER - Provide electrical power for light, tools, hoists, etc. during installation as well as electric current for starting, testing and adjusting the elevator. Power of permanent characteristics to be provided to properly operate all of the elevators concurrently scheduled to be modernized. Power must be a 3-phase 4 wire system with ground and bonded disconnects. Grounded leg delta systems are not acceptable.

3.SMOKE & HEAT SYSTEM - Provide a smoke and heat detector system, located as required with wiring from the sensing devices to each elevator controller. (OTIS TO PROVIDE AND INSTALL DETECTORS)

4.SPRINKLERS - Provide code compliant sprinkler system, as required, in the hoist way, pit and machine room.

5.CUTTING & PATCHING - Do any cutting, (including cutouts to accommodate hall signal fixtures, entrances and/or machine room access) patching and painting of walls, floors or partitions.

6.MAIN DISCONNECT - Provide a fused lockable disconnect switch or circuit breaker for each elevator per the National Electrical Code with feeder or branch wiring to the transformer. Size to suit elevator contractor. Provide a SHUNT TRIP disconnect, as required, if sprinklers are being provided. Provide suitable connections from the main disconnect to the elevator control equipment.

7.GROUND WIRE – Provide a properly sized ground wire from the elevator controller(s) to the primary building ground.

8.CAR LIGHT POWER SUPPLY & DISCONNECT - Provide a 120 volt AC, 15 amp, single-phase power supply with fused SPST disconnect switch for each elevator, with feeder wiring to each controller for car lights.

9.REMOTE MONITORING POWER SUPPLY & DISCONNECT - Provide a separate 120 volt, 15 ampere single phase-phase power supply with a SPST with a fused disconnect switch or circuit breaker for remote monitoring capable of being locked in the open position.

10.REMOTE MONITORING MAINTENANCE TELEPHONE LINE REQUIREMENTS - Provide one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at a dispatching center. The telephone line may be either a separate line dedicated to the remote monitoring maintenance equipment or may be an existing line that is shared between another telephone and the remote monitoring maintenance equipment.

11.VIDEO AND INFORMATION DISPLAY POWER SUPPLY & DISCONNECTS - Provide each, a separate 120 volt, AC, 15 amp, single-phase power supply with fused SPST disconnect switch with duplex outlets in the machine room or other locations as required, for video displays, information display terminals and associated controller when provided. Also provide one (1) pair of shielded/twisted conductors between controller and machine room for each unit.

12.REMOTE PANELS – Provide required conduit, with adequate pull boxes from the elevator hoist way(s) to the location or locations required to facilitate the installation of Lobby Panels, Fire Control Room Panels or Elevator Monitoring Systems. Size and number as specified by Otis. Leave a measured pull tape in the conduit. Otis to furnish and pull required conductors.

13.STANDBY POWER REQUIREMENTS - Provide a standby power unit and a means for starting it that will deliver sufficient power to the elevator disconnect switches to operate one or more elevators at a time at full-rated speed. Provide a transfer switch for each feeder for switching from normal power to standby (emergency) power and a contact on each transfer switch closed on normal power supply with two wires from this contact to one elevator controller. Provide a means for absorbing power regenerated by the elevator system when running with overhauling loads such as full load down.

14.(OPTIONAL) EMERGENCY RETURN UNIT (ERU) - If an ERU battery operated lowering device is being provided with your traction elevator modernization then others are to provide a separate auxiliary contact that positively opens when the main disconnect is switched OFF in either the existing lockable disconnect (if currently code compliant) or in a new code compliant lockable disconnect. If a Shunt Trip is provided, an additional contact must also be installed to prevent operation of the ERU when the Shunt Trip is activated.

15.LIGHTING - Any modification or installation of lights and/or GFI electrical outlets in the machine room, secondary level and/or pit to be performed by others. Provide sufficient lighting in the buildings common areas to facilitate a safe working environment.

16.PROJECT AREA PREP WORK- Work, as required, to keep the elevator lobbies, hoist way, machine room and storage area in a dry condition meeting all applicable codes for the entire length of the project.

17.MACHINE ROOM ACCESS - Provide a self-locking and self-closing door for the elevator machine room. Access door to be adequately sized to accept our equipment. Modify machine room access, as required, to comply with code and facilitate safe egress of all equipment.

18.FIRE EXTINGUISHER - Provide fire extinguisher in elevator machine room.

19.NON-ELEVATOR MATERIAL IN HOISTWAY - Remove or encapsulate, as required, any non-elevator related pipes or wiring located in the elevator machine room or hoist way.

20.HOISTWAY VENTILATION - Provide code compliant hoist way ventilation. Code requires a means to prevent the accumulation of hot air and gasses at the top of the hoist way. Pressurizing the hoist ways, or providing vents from the top of the hoist way to the outside of the building usually accomplishes this. Vents shall not be less than 3 1/2% of the area of the hoist way or less than 3 sq. ft. for each elevator car, whichever is greater. You may not vent the hoist way to the machine room. If the hoist way vents must run through the machine room, they must be enclosed in a fire rated structure and not violate clearances around our equipment.

21.HOISTWAY LEDGES - Provide a 75-degree angle constructed of a non-combustible material on all ledges that are 2" or greater in the hoist way, excluding multi-hatch divider beams.

22.SIDE COUNTERWEIGHT GUARDING – Provide and install guarding of counterweights in a multiple elevator hoist way as required, when a counterweight is located between elevators, the counterweight runway shall be guarded on the side next to the adjacent elevator. The guarding must meet or exceed the requirements of ASME A17.1 – 2007, section 2.3.2.3.

23.SUMP HOLE GRATING - Provide a flush grating over the sump hole located in the elevator pit.

24.WORK BY OTHERS SCHEDULING – All “Work by Others” must either be completed prior to our manning the job or be properly scheduled as to not obstruct the progress of the project.

25.ASBESTOS – Should any asbestos be found to be present in the building which is related to any of our work, it shall be the responsibility of others to abate, contain or prepare the workplace as safe for our employees to work within or about. Otis will not be responsible for working with asbestos which may be disturbed or uncontained. Otis will not be responsible for any costs associated with delay of the job should asbestos be detected or require addressing by others for us to proceed. This includes but is not limited to re-mobilization charges which may be applied.

26.STORAGE - Provide dry, protected and secure storage space adjacent to the hoist way(s). Otis shall be compensated for material delivered that is stolen or removed from the jobsite.

27.DISPOSAL- The disposal of removed elevator components; machines, controllers, ropes, hydraulic fluid, oils, buffers and packing materials from the new equipment and any and all related materials shall be the sole responsibility of the Owner. If a dumpster is provided on site, we will deposit waste materials in the dumpster or at an agreed upon on-site location for removal by the owner.

28.PIT LADDERS - Provide a pit ladder, as required, in each pit that does not have walk in access doors. Ladder shall extend 48” above first landing access door.

29.OPERATING ELEVATORS FOR OTHER TRADES – If we are required to operate an elevator to facilitate the work of other trades (i.e. sprinklers, smoke sensors, ledges, etc.) then we shall be compensated for this lost time and the project schedule shall also be modified.

30.ADDITIONAL STOPS/OPENINGS - Extend the existing hoist ways and add additional landing (s) and new machine room. Hoistway and machine room shall be constructed in accordance with applicable building codes and ANSI A17.1.

a. Ledges over 2” wide shall have a 75O bevel on top. (Except separator beams) Hoistway shall be fire rated and may require patching of holes. No other pipes or electrical conduit not associated with the elevator equipment are allowed in the hoist way. Power feeders may not run up the hoist way, except by special permission of the governing authority, and shall not contain splices or junction boxes in the hoist way.

b. Provide crane to bring new material and removal of the machine room equipment to new machine room.

c. Provide temporary roof as required to provide continuously dry hoist ways and machine rooms.

d. Perform all demolition of old machine room slab and structure. Protect existing elevator cars and equipment from demolition damage, dust and debris.

e. Supply new machine beams and beam supports per reactions supplied by Otis.

f. Provide new machine room slab to suit reactions. Remove any construction forms, scaffold or decking from hoist way not placed by Otis. Cut and patch hoist ways as required to provide a legal hoist way.

g. Provide, maintain and remove any temporary barricades per OSHA or local authority requirements and furnish ba barricades to protect the public from access to construction areas.

h. Supply and install adequate support for guide rail fastening, including separator beams were required.

i. Provide adequate fastening for hoist way entrances and sills.

- j. Provide finished floor elevation reference height at time of installation of new entrance sills
- k. Provide legal access to new machine room (and temporary access per OSHA requirements during construction).
- l. Grout or finish blocking of new entrances to provide a fire rated enclosure.
- m. Provide hoist beams over each elevator hoist way in machine room rated to hoist elevator machines.
- n. Finish painting of new hoist way entrances shall be by others, if prime entrances are selected.

LIMITATIONS

Under no circumstances shall the Otis Elevator Company be liable for indirect, consequential, or special damages resulting from the installation or use of this product.

It is agreed that we do not assume possession or control of any part of the equipment but such remains yours exclusively as the owner (or lessee) thereof.

We shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or act of God. Under no circumstances shall we be liable for consequential damages.

PRICE: \$ 68,800.00
Sixty-Eight Thousand Eight Hundred Dollars

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Jim Pokorney
 Title: Territory Manager
 E-mail: jim.pokorney@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: - _____

Title - _____

E-mail: - _____

Name of Company - _____

Otis Elevator Company

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: Elise Bennett

Title Branch Manager

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
 (Name of Principal or Owner)

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
 2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
 3. Payments shall be made as follows: A down payment of fifty percent (50 %) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
 4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
 5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
 6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
 7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
 8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
 9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
 11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
 12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
 13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.
 14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.



HydroAccel™

MODERNIZATION
for low-rise buildings

THE RIGHT :
PRODUCTS | PROCESS | SERVICE
AT THE RIGHT TIME

OTIS

A lot has changed since your elevator was installed.

As time passes, almost everything around us improves. Things get faster, more reliable and more accurate. Elevators are no exception. Over time, older elevator systems become outdated and more likely to cause a building to lose its appeal.

The question isn't if you should modernize: it's when.

OVER TIME:

- Technology has advanced
- Styles have changed
- Safety standards have evolved

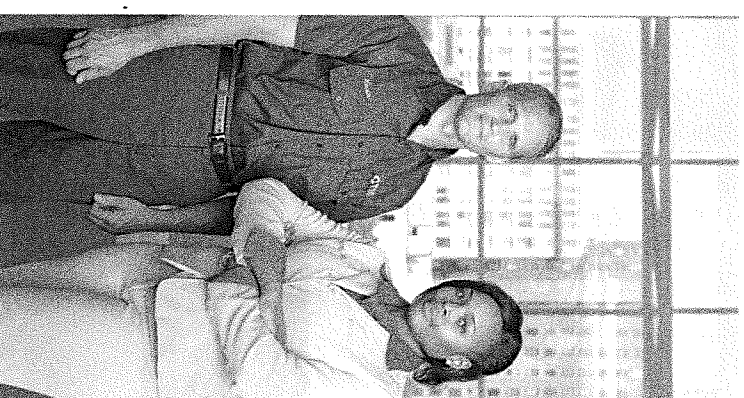


The right solution, the right team.

The Otis Hydro-Excel modernization package is an integrated solution that incorporates the latest technologies. Our installation process is specifically designed to minimize disruption in your building. And when we turn over your newly-modernized elevator, it will be covered under the renowned Otis service plan.

WHY CHOOSE OTIS:

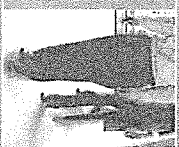
- State-of-the-art Products
- A finely-tuned Process
- Forward-looking Service



Improving your building's performance and appearance just became easier.

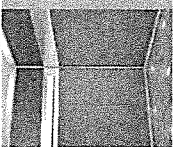
The HydroAccel system brings you the latest elevator technology to increase your system's reliability and performance. It's also a quick and easy way to improve your building's appeal and meet the latest building and elevator codes. And HydroAccel seamlessly integrates with your building's existing elevator structure.

RELIABILITY/PERFORMANCE



• Modified motor and gear addition
• Smooth, quiet operation
• Energy saving design

AESTHETICS

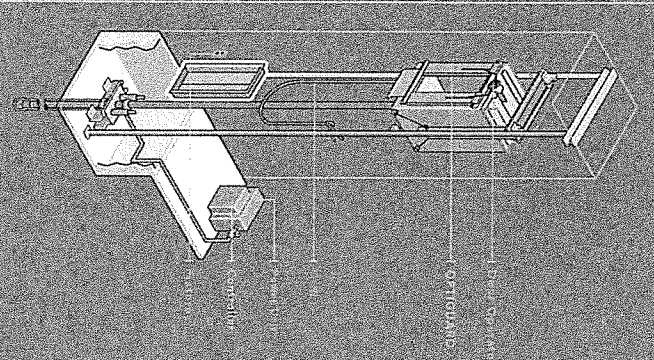


• For existing buildings
• No need for 100% new shaft
• No need for 100% new hoistway

SAFETY



• 75 lb. rated safety floor
• No need for 100% new shaft
• No need for 100% new hoistway



Control
The HydroAccel control system is a new design and features include a built-in motor controller, built-in LED lighting, and a built-in emergency stop button. The control system is also designed to be easy to install and maintain.



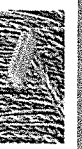
Closed Loop Drive Operation
The HydroAccel system features a closed loop drive operation, which provides a smooth and quiet ride.



Optiguard™ Door Protection
The HydroAccel system features Optiguard™ door protection, which provides a safe and secure ride.



LED Lighting
The HydroAccel system features LED lighting, which provides a bright and clear ride.



Wiring
The HydroAccel system features a new wiring and terminal technology, which provides a safe and secure ride.



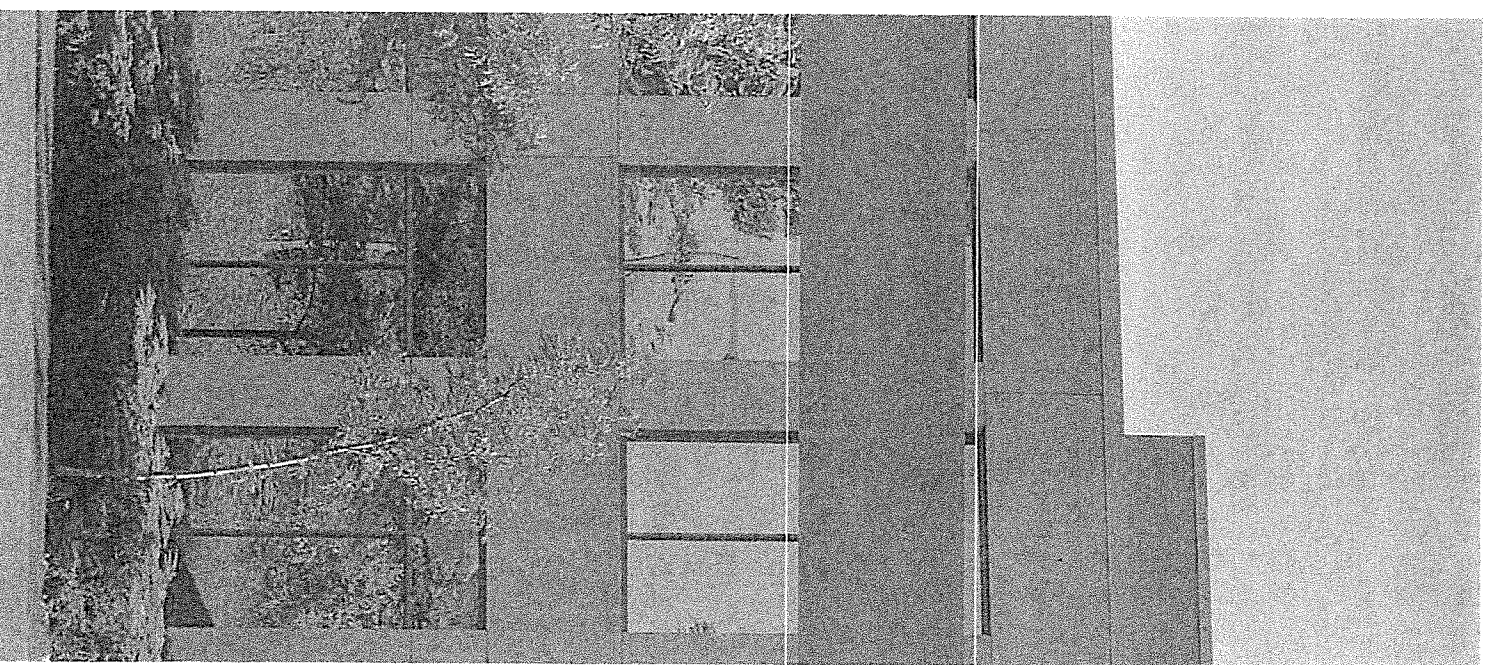
Power Unit (Optional)
The HydroAccel system features a power unit, which provides a safe and secure ride.

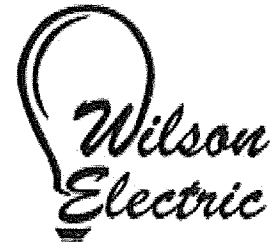


otis
A United Technologies Company

www.otis.com

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September 8, 2019

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

RE: Dispatch Wiring
Attn: Lyle Jensen – 605-890-0372

Lyle:

Thank you for allowing us to propose the following bid. I have attached cut sheets for the heaters and light fixtures. Let me know if you have any questions.

Inclusions

- Heating/Cooling
 - Remove cove heat
 - Supply and install (2) new wall heaters beneath desks
 - Use existing circuit from removed cove heat
 - T-Stat to be on heaters
 - Supply and install power to new mini-split on roof – 30 amp 240v circuit
 - Feed mini-split from non-UPS main GE bolt in panel
- Supply and install (2) twist lock receptacles – 20 amp 120v- on wall below UPS panel
 - Provide new 20 amp circuits
- Desk Wiring
 - Supply and install (8) double duplex receptacles – (4) per desk
 - Provide (2) new 20 amp circuits for plugs (1 for each desk) from UPS panel
- Lighting
 - Supply and install (2) new pendant stem hung cylinder lights above new dispatch desk
 - Supply and install dimmer switch for new lighting
- Excise Tax

Exclusions

- Unforeseen/existing conditions

Total: \$5539.00

Sign if Approved: x _____

Best Regards,

Todd Wilson

Rapid City Lowe's Open till 10PM! ✓



Item # 619353 Model # WTW8500DW

Whirlpool 5.3-cu ft High Efficiency Top-Load Washer (White)

\$1,139.00 Was \$1,199.00

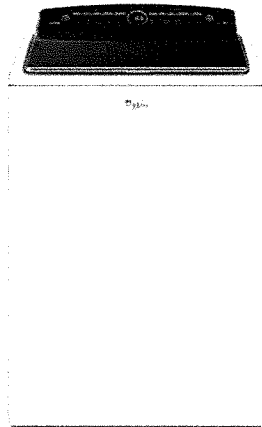
SAVE 5% thru 09/25/2019

PLUS, 1 Rebate Available >

3469 Ratings
★★★★★
4.3 Average

84%
Recommend
this
product

Community
Q&A
View Now



- Intuitive Touch Controls with Memory always ask the right questions
- Adaptive Wash technology senses the size of each load
- Steam clean option - add the power of steam to this stain-fighting option for...

Manufacturer Color/Finish

White ✓

In-use/lifestyle images - dryer not included



Lowes Has You Covered

We're here to help with extended warranty protection, assembly, haul away and more. Add to cart to view availability.

Feedback



**Ships to Store
FREE**



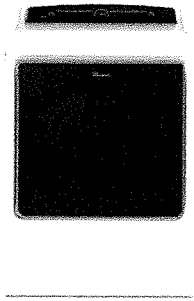
**FREE
Delivery**

✓ Ready for pickup:
Estimated by
09/26/2019

✓ Ready for delivery:
Estimated on
09/26/2019

CHAT WITH LOWE'S

Complete Your Laundry Room

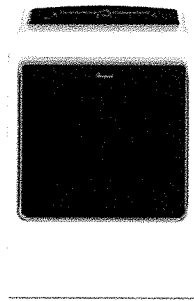


Whirlpool 8.8-cu ft Electric Dryer (White)
ENERGY STAR

★★★★★ (2372)

\$1,139.00 was \$1199.00
SAVE 5% thru 9/25/2019

[ADD TO CART](#)




Whirlpool 8.8-cu ft Gas Dryer (White)

★★★★★ (2018)

\$1,234.00 was \$1299.00
SAVE 5% thru 9/25/2019

[ADD TO CART](#)



Need It Delivered? Lowe's Can Help

FREE delivery 7 days a week on any major appliance \$396 or more.
We'll contact you with delivery information.
Haul away of an old appliance for only \$20.
Basic hookup included with delivery on most refrigerators, freestanding ranges, washers and electric dryers.

[GET DETAILS](#)

[Learn More >](#)

Feedback



YOUR CHOICE FOR APPLIANCES

12 Months Special Financing* or 5% OFF* Every Day**

on qualifying purchases. Offer ends 2/1/20.

*** Credit offers can't be combined.


[GET DETAILS](#)

Product Information

Description

Keep clothes looking newer longer with better clean and better care with the Whirlpool® 5.3 cu. ft. top load washer. This top load washer's Intuitive Touch Controls with Memory help

- Intuitive Touch Controls with Memory always ask the right questions
- Adaptive Wash technology senses the size

 [CHAT WITH LOWE'S](#)

by adjusting cycle water levels, wash actions and temperature. An ENERGY STAR® certified washer, its Adaptive Wash technology with Active Bloom™ wash action senses and adapts to the needs of each load with the right amount of water and advanced wash actions. And, to virtually eliminate the need to pretreat, this top load washer features Active Spray technology. Plus, it's a steam washing machine that helps reduce odors and wrinkles.

of each load


- Steam clean option - add the power of steam to this stain-fighting option for even more help in breaking down deep soils
- Active Spray technology sprays the load with a mixture of detergent and water in a cone-shaped pattern - this completely and evenly covers fabrics for better cleaning performance
- Precision dispense provides optimal cleaning by releasing detergent at the correct time during the cycle for optimal fabric care
- Our new low-profile impeller helps give clothes a thorough yet gentle clean - it features a seamless surface and unique fins to drive clothes from the outer rim to the center of the wash basket, where the deepest cleaning happens
- Estimated Time remaining LED display - always have an eye on how much time is left during any cycle
- The Smooth Wave stainless steel wash basket gently guides clothes and helps protect fabrics from fraying and snags
- Designed, Engineered and Assembled in the USA

Feedback

CA Residents: Prop 65 WARNING(S)

 Specifications

Series	N/A	Delicate Cycle	✓
Sub-Brand	N/A	Extra Rinse Cycle	✓
Manufacturer Color/Finish	White	Handwashable Cycle	✗
Appliance Color/Finish	White	Prewash Cycle	✗
Tub Material	Stainless	Quick/Express Cycle	✓
Porcelain Lid	✗	Silk Cycle	✗

 CHAT WITH LOWE'S

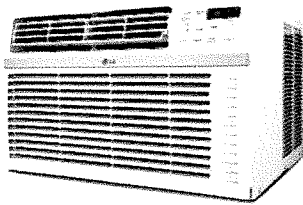
Product Capacity	5.3 cu ft	Soak Cycle	✓
Item Weight (lbs.)	146	Steam Cycle	✓
Width (Inches)	27.5	Whites Cycle	✓
Depth (Inches)	28	Wool Cycle	✗
Height (Inches)	42.25	Unique/Exclusive Cycle(s)	Color Last
Height with Lid Open (Inches)	57	Programmable Wash Cycles	✓
Volts	120	Wi-Fi Compatibility	✗
Maximum Spin Speed (RPM)	850	Bluetooth Compatibility	✗
Dispensers	Detergent; bleach; fabric softener	App Compatibility	✗
Power Cord Included	✓	Hub Required	✗
Fill and Drain Hoses Included	Drain hoses included; fill hose sold separately	Voice Controlled	✗
Built-In Water Heater	✓	Works with Amazon Alexa	✗
Add a Garment	✓	Works with Android	✗
Automatic Load Balancing	✓	Works with Apple HomeKit	✗
Automatic Temperature Control	✓	Works with the Google Assistant	✗
Control Lockout	✗	Works with iOS	✗
Control Panel Language	English	Works with SmartThings	✗
Cycle Status Lights	✗	Matching Pedestal (Model #)	N/A
Delay Start	✓	Matching Electric Dryer (Model #)	WED8500DW
End-of-Cycle Signal	✓	Matching Gas Dryer (Model #)	WGD8500DW
Estimated Time Remaining Display	✓	ENERGY STAR Certified	✗
High Efficiency	✓	CEE Tier Qualified	N/A
Portable	✗	ADA Compliant	✗

Feedback



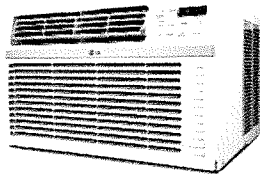
Sound Reduction	✓	CSA Safety Listing	✗
Stain Treatment	✓	ETL Safety Listing	✗
Two-Piece Agitator or Impeller	Impeller	UL Safety Listing	✓
Wash Now, Dry Later Option	✗	CA Residents: Prop 65 Warning(s)	Yes
Water Levels	Auto-sensing	Warranty	1-year limited
Number of Rinse Temperatures	1	UNSPSC	52141600
Number of Rinse Cycles	2	Maximum Speed (RPM)	850
Number of Wash Cycles	26	Detergent Tank Capacity	Single load
Allergen/Sanitary Cycle	✗	Safety Listing	UL safety listing
Bulky/Large Items Cycle	✓		

Previously Viewed



LG 550-sq ft Window Air Conditioner (115-Volt; 12000-BTU)...

★★★★★ (3)



LG 800-sq ft Window Air Conditioner (115-Volt; 15000-BTU)...

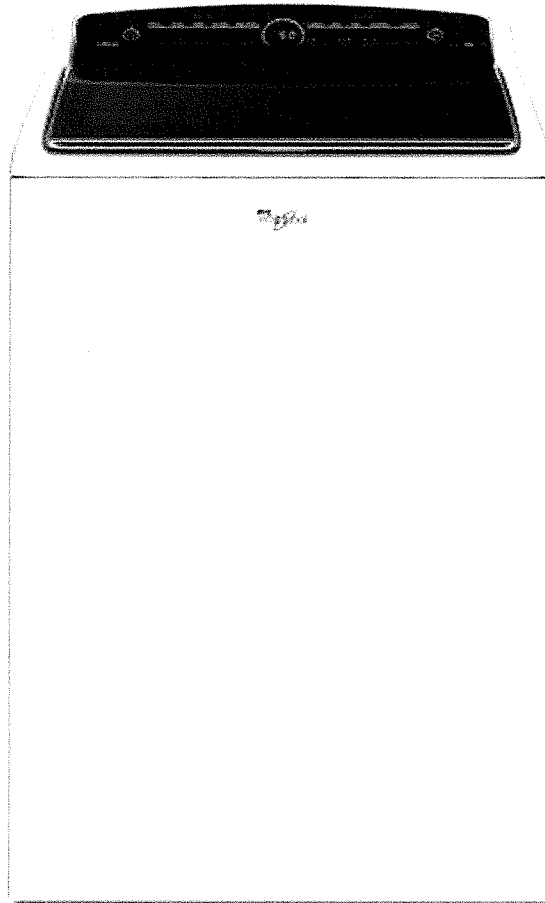
★★★★☆ (210)

Feedback

CHAT WITH LOWE'S

From the Manufacturer | Powered by syndigo

Overview



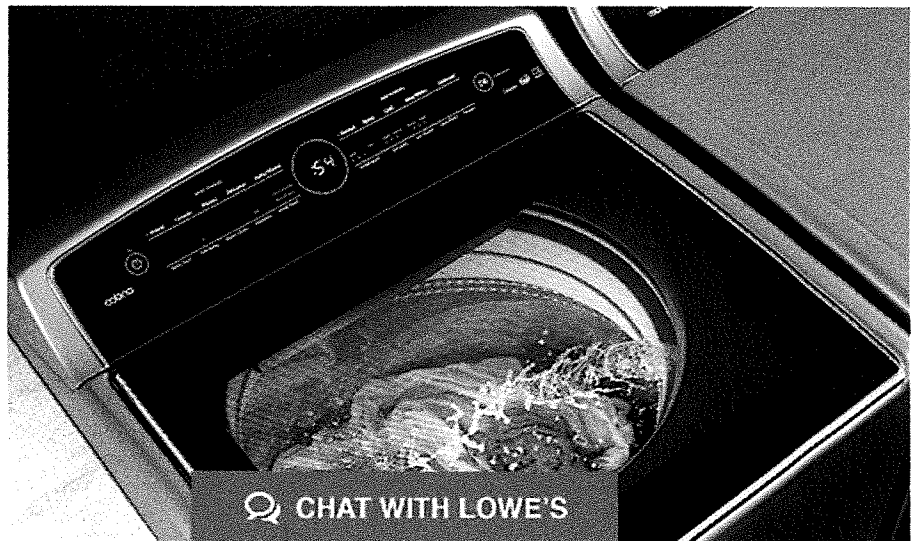
Keep clothes looking newer longer with better clean and better care with the Whirlpool® 5.3 cu. ft. top load washer. This top load washer's Intuitive Touch Controls with Memory help you by adjusting cycle water levels, wash actions and temperature. An ENERGY STAR® certified washer, its Adaptive Wash technology with Active Bloom™ wash action senses and adapts to the needs of each load with the right amount of water and advanced wash actions. And, to virtually eliminate the need to pretreat,

Feedback

features Active Spray technology. Plus, it's a steam washing machine that helps reduce odors and wrinkles.

Features

- **Adaptive Wash Technology with Active Bloom™ Wash Action** - Our washers deliver better clean and better care. Keep clothes looking newer longer all thanks to Adaptive Wash technology with Active Bloom™ wash action. It works to thoroughly saturate clothes with water and detergent by using advanced



Need Help?

Call 1-800-445-6937

Products & Sales

Call 1-877-GO-LOWES

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Feedback

 CHAT WITH LOWE'S

297 Map cabinet
Plotter Dart XL80

1270 Time clock
2 timecard racks
Small metal office desk
Portable swamp cooler
Black metal file cabinet

619 gray metal cabinet
Hobart dish washer

46 4 drawers legal file cabinet
4 drawer Shaw Walker file cabinet
S-cientest safe cabinet
Turquoise 4 drawer cabinet
3 army office desks
HON metal desk
ZTron 911 answering system

902 metal file cabinet
4 metal file cabinets
3 phase 225 amp breaker panel
Wheel chair
Mobility scooter Golden Companion
Misc. printers and office equipment
Oak divider 5'x5'

1815 Cash register
Swivel rocker

Fall River County Conceal Carry Policy

This policy establishes the County's expectations of county employees who wish to carry a concealed pistol in the Fall River County courthouse.

The county is not liable for any wrongful or negligent act or omission related to actions of persons or employees who carry a concealed pistol. Unless specific job duties require it, the ability to carry a concealed pistol is not within the scope of employment and is not a condition of employment. Nothing in this policy should be interpreted to require or encourage any employee who lawfully possesses a pistol to carry it in the Fall River County Courthouse, or use it in defense of others.

Eligibility to Conceal Carry

An employee may carry a concealed pistol in the Fall River County courthouse while performing his or her job duties so long as that employee can legally carry a concealed pistol ("eligible employee"), and meets all of the requirements of County Policy set forth below. It is the responsibility of the employee to understand county policy, state and federal laws and to know whether he or she can legally carry a concealed pistol. An eligible employee may carry a concealed pistol in the Fall River County courthouse, with the exception of the Courtroom, Jury Room, Court Services Office and adjoining waiting area, Clerk of Court's office and adjacent hallways located on the 2nd floor of the courthouse, unless prohibited by federal or state law or by order of the Fall River County Sheriff.

Requirements of Conceal Carrying

An eligible employee must comply with all requirements of the law, and county policy, when carrying a concealed pistol. The employee must always keep the pistol completely concealed, except for those instances where necessary for self-defense or transferring to locked storage. Pistols must always be in the immediate control of the eligible employee in a holster or in locked storage, and the employee cannot leave his or her pistol unattended in or on his or her workstation or in a purse, bag, desk, filing cabinet, or other storage container left behind at the employee's office.

County policy requires eligible employees to have a valid "enhanced" permit, as that term is used in SDCL 23-7-8 et seq., in order to conceal carry in the Fall River County courthouse. The cost of obtaining said permit shall be solely that of the employee, and the county will not reimburse any of the costs incurred by any employee in obtaining same. It is solely the responsibility of the individual employee to determine the requirements to qualify for, to obtain, and to retain, an enhanced permit. An eligible employee must comply with county policy and all requirements of the law.

Prohibited Acts

The county will not tolerate any inappropriate displaying or use of a firearm and any such display or use will result in disciplinary action being taken against the employee, up to and including termination. In addition, a violation of any portion of this policy will result in disciplinary action, up to and including termination.

Concealed carry in the Fall River County Courthouse is a privilege granted by the county to eligible employees, and said privilege may be revoked by the county without further notice or a hearing at any time.

WAIVER AND HOLD HARMLESS AGREEMENT

By signing below, **I hereby agree to indemnify and hold Fall River County harmless** for any injuries, damages, losses or claims, liabilities, costs or expenses (including but not limited to reasonable attorney's fees and other litigation costs and expenses) incurred by Fall River County as a result of any claims or suits that I (or anyone claiming by, under or through me) or any third party (including but not limited to other employees of Fall River County, visitors to the Fall River County Courthouse, or members of the public) may bring against Fall River County to recover any losses, liabilities, costs, damages, or expenses which may arise as a result of my choice to conceal carry in the Fall River County Courthouse. I understand that **I am solely responsible** for the results of my use of any firearm I choose to conceal carry in the Fall River County Courthouse, and **no policy of insurance obtained by Fall River County will protect me from any claims made against me, personally**, stemming from my use of any firearm I choose to conceal carry in the Fall River County Courthouse. If I desire to protect myself from any potential claims made as a result of my use of any firearm I choose to conceal carry in the Fall River County Courthouse, it is my sole responsibility to seek out and obtain my own policy of insurance, or other form of protection or indemnification. I understand and accept all risks, whether foreseeable or unforeseeable, stemming from my choice to conceal carry, or my use of any firearm I choose to conceal carry in the Fall River County Courthouse.

I hereby state that I have read both the Fall River County Conceal Carry Policy and the Waiver and Hold Harmless Agreement and I understand and agree to the terms set forth therein.

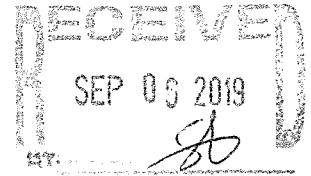
Dated: _____

Employee: _____
[Print name]

Supervisor

Seventh Judicial Circuit Court

PO Box 230
Rapid City SD 57709-0230
(605) 394-2571



CIRCUIT JUDGES

Craig A. Pfeifle, Presiding Judge
Matthew M. Brown
Jeffrey R. Connolly
Robert Gusinsky
Joshua K. Hendrickson
Heidi L. Linngren
Robert A. Mandel
Jane Wipf Pfeifle

MAGISTRATE JUDGES

Scott M. Bogue
Todd J. Hyronimus
Sarah E. Morrison
Marya Tellinghuisen

COURT ADMINISTRATOR

Kristi K. Erdman

STAFF ATTORNEY

Laura Hilt

September 4, 2019

To: Commissioner Paul Nabholz
Fall River County Commission
906 N. River St.
Hot Springs, SD 57747

Dear Commissioner Nabholz,

Thank you for your letter of August 12, 2019. While I appreciate your request to ask me to reconsider and allow qualified county employees to carry weapons at the Clerk's Office counter and adjacent hallways, I believe that the position taken at the commission meeting and in my last letter best outlines the court's position. We would require that any county employee also refrain from carrying in those areas.

Let me know if any questions, or if you wish to visit further. As always, I am willing to meet with the Commission as a whole if requested.

Sincerely,

A handwritten signature in black ink, appearing to be "Craig A. Pfeifle", written over a solid horizontal line.

Craig A. Pfeifle
Presiding Circuit Judge
Seventh Judicial Circuit
P.O. Box 230
Rapid City, SD 57709-0230

Cc: Fall River State's Attorney Brian Ahrendt
Fall River County Clerk Carol Foster

Management Control Agreement

Pursuant to the CJIS Security Policy Version 5, Sections 3.2.2 and 5.1, it is agreed that with respect to administration of that portion of computer systems and network infrastructure interfacing directly or indirectly with the state network (Network Name) for the interstate exchange of criminal history/criminal justice information, the (Criminal Justice Agency) shall have the authority, via managed control, to set and enforce:

- (1) Priorities. (2) Standards for the selection, supervision, and termination of personnel. (3) Policy governing operation of justice systems, computers, access devices, circuits, hubs, routers, firewalls, and any other components, including encryption, that comprise and support a telecommunications network and related criminal justice systems to include but not limited to criminal history record/criminal justice information, insofar as the equipment is used to process or transmit criminal justice systems information guaranteeing the priority, integrity, and ~~(4) Reliability of service provided by the criminal justice systems~~ (5) Reliability of service provided by the criminal justice systems of equipment accessing the State network.
- Compliance with all rules and regulations of the (Criminal Justice Agency) Policies and CJIS Security Policy in the operation of all information received.

“Responsibility for management of security control shall remain with the criminal justice agency.”

This agreement covers the overall supervision of all (Criminal Justice Agency) systems, applications, equipment, systems design, programming, and operational procedures associated with the development, implementation, and maintenance of any (Criminal Justice Agency) system to include NCIC Programs that may be subsequently designed and/or implemented within the (Criminal Justice Agency).

Sheriff Evans
Fall River County Sheriff's Office

Date _____

Fall River County IT Coordinator
Fall River County IT Department

Date _____



CUSTER COUNTY SHERIFF'S OFFICE
 SHERIFF MARTY MECHALEY
 420 MT RUSHMORE ROAD, CUSTER, SOUTH DAKOTA, 57730
 PHONE: (605) 673-8146 FAX: (605)673-8154



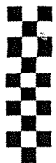
INVOICE

Date: 9/11/19
 INVOICE # 101

To Fall River County Sheriff's Office
 906 N. River St.
 Hot Springs, SD 57747
 (605) 745-5130

Qty	Description	Unit Price	Line Total
1	Zuercher Contract : 50% due at Contract execution	\$70,125.21	\$70,125.21
	<i>Sheriff 211 Dept - 101 Fund</i>		
	<i>911 225 Dept-207 Fund</i>		
	<i>Jail 212 Dept - 101 Fund</i>		
			<i>SB</i>
		Total	\$70,125.21

Please Remit Payment To:
 Custer County
 Sheriff's Office
 420 Mt. Rushmore Rd.
 Custer, SD 57730



ACCEPTED
9/11/2019
Km

FAXED BID:

TO: FALL RIVER COUNTY HIGHWAY DEPT. FAX # 745-5912
PHONE # 745-5137

DATE: 9-11-19

FROM: Nelson's Oil & Gas, Inc. PHONE: 745-4189
~~605-660-5000~~

BID FOR: 8000 gallons

AMOUNT OF BID: \$ 2.19 / gallon Dyell #2 Diesel
(This bid includes all appropriate taxes and fees)

Signed By: [Signature]
Richard Nelson

Note: all faxed bids must be received in the Fall River County Highway Dept. office at the above number before 2:00 p.m. to be considered unless otherwise stated by the caller for bids.

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

Thank You

FAXED BID:

TO: FALL RIVER COUNTY HIGHWAY DEPT.

FAX # 745-5912

PHONE # 745-5137

DATE: 9/11/2019

FROM: PJ'S HI-D-WAY PHONE: 890-1010

BID FOR: 8000 GAL #2 DIESEL

AMOUNT OF BID: NOT PLACING TANKER BIDS

(THIS BID INCLUDES ALL APPROPRIATE TAXES AND FEES)

Signed By: BILL TANNER BY PHONE.

Km

NOTE: all faxed bids must be received in the Fall River County Highway Dept. office at the above number before 9:00 a.m. to be considered, unless otherwise stated by the caller for bids.

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

Ken Martin

From: "Ken Martin" <hwyofficemgr@gwtc.net>
Date: Wednesday, September 11, 2019 7:01 AM
To: "MG OIL FOR FUEL BIDS" <dispatch@mgoil.com>
Subject: SEEKING BIDS ON 8000 GAL DYED #2 DIESEL

SEEKING BIDS ON 8000 GAL DYED #2 DIESEL.

PLEASE RESPOND BY 9AM TODAY.

Ken Martin
Fall River County HWY Dept Office MGR

I ALSO LEFT A PHONE MESSAGE. NO RESPONSE.
NO BID.
Km

HOT SPRINGS, SOUTH DAKOTA 57747
FALL RIVER COUNTY, SOUTH DAKOTA

Name of Claimant: Fall River County Highway Department
P.O. Box 939
Hot Springs, S.D. 57747

Date: 09-12-2019
SHERIFF'S DEPARTMENT GAS PURCHASES:
FROM DATE: 08-01-2019
THROUGH DATE: 08-31-2019
TOTAL GALLONS: 1131.90
TOTAL: \$ 2631.63

HOT SPRINGS, SOUTH DAKOTA 57747

FALL RIVER COUNTY, SOUTH DAKOTA

Name of Claimant: Fall River County Highway Department
P.O. Box 939
Hot Springs, S.D. 57747

Date: 09-12-2019
WEED BOARD FUEL PURCHASES:
FROM DATE: 08-01-2019
THROUGH DATE: 08-31-2019
GALLONS: 256.00
TOTAL: \$ 595.81

HOT SPRINGS, SOUTH DAKOTA 57747

FALL RIVER COUNTY, SOUTH DAKOTA

Name of Claimant: Fall River County Highway Department

P.O. Box 939

Hot Springs, S.D. 57747

Date: 09-12-2019
COURT HOUSE ...FUEL/GAS PURCHASES :
(All Departments)
FROM DATE: 08-01-2019
THROUGH DATE: 08-31-2019
GALLONS: 105.90
TOTAL: \$ 249.02

FRC HWY: km

**SECTION 00941
Change Order**

No. 1

Effective Date: September 4th, 2019

Project:	BRF 6463(00)16-1, PCN 05QV	Date of Contract:	January 30th, 2019
Owner:	Fall River County	Owner Contract No.:	
Contractor:	Corr Construction Services Inc.	Engineer Project No.:	18-S787

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

This Change Order covers all cost, both direct and indirect, that the Contractor incurs as a result of this change in the CONTRACT DOCUMENTS.

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

Net Change Order Price = \$0.00

Attachments:

Due to the wet raining weather the Contractor has requested an additional two weeks to complete all contract items.

CHANGE IN CONTRACT PRICE:

Original Contract Price:	\$ 167,533.00
[Increase/Decrease] from previously approved Change Orders No. ___ to No. ___:	
Contract Price prior to this Change Order:	\$ 167,533.00
[Increase] of this Change Order:	\$ -
Contract Price incorporating this Change Order:	\$ 167,533.00

CHANGE IN CONTRACT TIME:

Original Contract Substantial Completion Date:	September 1st, 2019
[Increase/Decrease] from previously approved Change Orders No. ___ to No. ___:	
Contract Time prior to this Change Order:	September 1st, 2019
[Increase/Decrease] of this Change Order:	10 Days
Contract Time with all approved this Change Orders:	September 13th, 2019

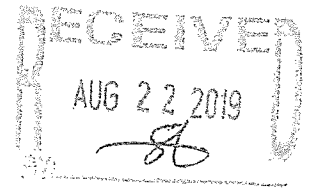
RECOMMENDED:
By: [Signature]
Engineer (Authorized Signature)
Date: 9-4-2019

ACCEPTED:
By: Randy Seiter
Owner (Authorized Signature)
Date: 9-4-19

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Date: 9/4/19

Fall River County Highway Dept surplus to auction list

Equipment	Serial #	Model #	Original Purchase Price	Salvage value	Purchase date
Sander - 12' Spreader w/ inverted V & tip up spinner	2087255	Monroe MSMV1448450R	\$6,100.00	\$1,200.00	10/13/2004
Sander - includes New Diamond Ripper SN 77D040458	2087254	Monroe MSMV568450R	\$6,100.00	\$1,200.00	10/13/2004
Air Compressor	H2710315	Sanborn 165TG51B-8	0	0	unknown
Tire Machine	414218	913 Bisham	\$150.00	\$75.00	2/1/1994
Balancer / Tire Machine	2 Machines combined	PHOENIX/40-40A	\$2,750.00	\$1,000.00	2/27/1990
1975 John Deere	401BD335561T	401-B (tractor)	\$1,800.00	\$1,000.00	9/5/1991
1995 Ford F150 4X4	1FTFX14H6SKB81247	Ford F150 Ext Cab	\$18,668.00	\$9,334.00	5/31/1995
1998 Ford F250 4X4	1FTPX28L3WKC27197	F250 Ext Cab 4X4	\$12,500.00	\$1,250.00	10/5/2005
1995 5000 gal Water Tanker	1D06020199CO	Tanker	\$1,600.00	\$1,000.00	3/6/2002



TO: Fall River County Commissioners

FROM: Todd Bailey
SD Central Assessor

Re: Discretionary Formula for Centrally Assessed Companies

Date: August 13, 2019

Black Hills Power is a company that is assessed by the Department of Revenue.

Black Hills Power has certified that the following property located in your county qualifies for the discretionary formulas under SDCL 10-6-35.2 that has been adopted by your county.

Year Qualified	Formula Year	Structure Description
2015	5	Hot Springs Shop Building
2018	2	Edgemont City Sub-Station # 112

The Department's Record of your discretionary formula:

Year 1	Year 2	Year 3	Year 4	Year 5
0%	0%	0%	0%	0%

The county is responsible for determining whether these structures qualify for the discretionary formula. If approved, please deduct **\$220,186** from the Hot Springs School District, **\$220,186** from Hot Springs City and this amount from any other taxing district affected by this value. If approved, please deduct **\$668,225** from the Edgemont School District, **\$668,225** from Edgemont City and this amount from any other taxing district affected by this value. Please note these changes on the growth reports that are submitted to the Department of Revenue. **Also, please inform Paula Brinker from Black Hills Power** of your decision. Paula's e-mail address is paula.brinker@blackhillscorp.com. A copy of the discretionary report by school district is included.

I would be happy to answer any questions you have regarding this issue. If you have any specific questions regarding this structure, please contact Paula Brinker at Black Hills Power. Her phone number is (605) 718-2815.

This form is to be used to list discretionary formula values by school district. The total of lines 1, 3, 5, 7 and 9 must equal the total value of properties subject to discretionary formula. The total of lines 2, 4, 6, 8 and 10 must equal total value deducted for discretionary formula. These numbers are ALL FACTORED

SCHOOL DISTRICT Edgemont (23-1)	UTILITIES		TOTAL	
1. Values subject to Discretionary Starting 01/1/2015				
2. Value deducted for Discretionary Starting 01/1/2015				
3. Values subject to Discretionary Starting 01/1/2016				
4. Value deducted for Discretionary Starting 01/1/2016				
5. Values subject to Discretionary Starting 01/1/2017				
6. Value deducted for Discretionary Starting 01/1/2017				
7. Values subject to Discretionary Starting 01/1/2018	668,225		668,225	
8. Value deducted for Discretionary Starting 01/1/2018	668,225		668,225	
9. Values subject to Discretionary Starting 01/1/2019				
10. Value deducted for Discretionary Starting 01/1/2019				

SCHOOL DISTRICT _____	UTILITIES		TOTAL	
1. Values subject to Discretionary Starting 01/1/2015				
2. Value deducted for Discretionary Starting 01/1/2015				
3. Values subject to Discretionary Starting 01/1/2016				
4. Value deducted for Discretionary Starting 01/1/2016				
5. Values subject to Discretionary Starting 01/1/2017				
6. Value deducted for Discretionary Starting 01/1/2017				
7. Values subject to Discretionary Starting 01/1/2018				
8. Value deducted for Discretionary Starting 01/1/2018				
9. Values subject to Discretionary Starting 01/1/2019				
10. Value deducted for Discretionary Starting 01/1/2019				

This form is to be used to list discretionary formula values by school district. The total of lines 1, 3, 5, 7 and 9 must equal the total value of properties subject to discretionary formula. The total of lines 2, 4, 6, 8 and 10 must equal total value deducted for discretionary formula. These numbers are ALL FACTORED

SCHOOL DISTRICT Hot Springs 23-2	UTILITIES		TOTAL	
1. Values subject to Discretionary Starting 01/1/2015	220,186		220,186	
2. Value deducted for Discretionary Starting 01/1/2015	220,186		220,186	
3. Values subject to Discretionary Starting 01/1/2016				
4. Value deducted for Discretionary Starting 01/1/2016				
5. Values subject to Discretionary Starting 01/1/2017				
6. Value deducted for Discretionary Starting 01/1/2017				
7. Values subject to Discretionary Starting 01/1/2018				
8. Value deducted for Discretionary Starting 01/1/2018				
9. Values subject to Discretionary Starting 01/1/2019				
10. Value deducted for Discretionary Starting 01/1/2019				

SCHOOL DISTRICT _____	UTILITIES		TOTAL	
1. Values subject to Discretionary Starting 01/1/2015				
2. Value deducted for Discretionary Starting 01/1/2015				
3. Values subject to Discretionary Starting 01/1/2016				
4. Value deducted for Discretionary Starting 01/1/2016				
5. Values subject to Discretionary Starting 01/1/2017				
6. Value deducted for Discretionary Starting 01/1/2017				
7. Values subject to Discretionary Starting 01/1/2018				
8. Value deducted for Discretionary Starting 01/1/2018				
9. Values subject to Discretionary Starting 01/1/2019				
10. Value deducted for Discretionary Starting 01/1/2019				

Court Appointed Attorney and Public Defender Fund/Abused and Neglected Child Defense Fund
SDCL 23-3-52-53/Determination of Pro Rata Payment to Counties
2019 Annual Distribution Report - South Dakota State Treasurer

	CAA & PD Officer's	SDCL 23-A-40-20	Abused & Neglected	SDCL 26-8A-18 & 19	
	Gross Expenditures	Respective Allocation	Children Gross	Respective Allocation	Total Funds
County Name	Fiscal Year 2019	from CAA & PD Fund	Expenditures	from A & NCD Fund	Allocated
			Fiscal Year 2019		
Aurora	\$ 28,436.96	\$ 940.40	\$ -	\$ -	\$ 940.40
Beadle	\$ 130,695.00	\$ 4,322.03	\$ 11,813.49	\$ 652.39	\$ 4,974.42
Bennett	\$ 169,752.29	\$ 5,613.64	\$ 13,204.04	\$ 729.18	\$ 6,342.82
Bon Homme	\$ 119,785.66	\$ 3,961.27	\$ 3,816.20	\$ 210.75	\$ 4,172.02
Brookings	\$ 494,499.98	\$ 16,352.93	\$ 19,816.43	\$ 1,094.34	\$ 17,447.27
Brown	\$ 946,694.26	\$ 31,306.82	\$ 85,223.72	\$ 4,706.39	\$ 36,013.21
Brule	\$ 178,109.15	\$ 5,890.00	\$ 17,668.32	\$ 975.71	\$ 6,865.71
Buffalo	\$ 1,018.02	\$ 33.67	\$ -	\$ -	\$ 33.67
Butte	\$ 240,822.31	\$ 7,963.90	\$ 17,188.01	\$ 949.19	\$ 8,913.09
Campbell	\$ 949.10	\$ 31.39	\$ 5,579.25	\$ 308.11	\$ 339.50
Charles Mix	\$ 157,593.00	\$ 5,211.54	\$ 30,496.13	\$ 1,684.12	\$ 6,895.66
Clark	\$ 23,126.47	\$ 764.78	\$ -	\$ -	\$ 764.78
Clay	\$ 163,634.73	\$ 5,411.34	\$ 12,920.91	\$ 713.54	\$ 6,124.88
Codington	\$ 433,841.66	\$ 14,346.98	\$ 470.00	\$ 25.96	\$ 14,372.94
Corson	\$ 62,069.52	\$ 2,052.62	\$ 15,055.24	\$ 831.41	\$ 2,884.03
Custer	\$ 88,936.71	\$ 2,941.10	\$ 8,255.56	\$ 455.90	\$ 3,397.00
Davison	\$ 686,989.74	\$ 22,718.49	\$ 46,816.49	\$ 2,585.39	\$ 25,303.88
Day	\$ 224,843.32	\$ 7,435.48	\$ 2,448.50	\$ 135.22	\$ 7,570.70
Deuel	\$ 16,003.44	\$ 529.23	\$ -	\$ -	\$ 529.23
Dewey	\$ 10,753.44	\$ 355.61	\$ -	\$ -	\$ 355.61
Douglas	\$ -	\$ -	\$ -	\$ -	\$ -
Edmunds	\$ 10,452.43	\$ 345.66	\$ 7,533.60	\$ 416.04	\$ 761.70
Fall River	\$ 263,186.80	\$ 8,703.49	\$ 33,035.11	\$ 1,824.33	\$ 10,527.82
Faulk	\$ 858.30	\$ 28.38	\$ -	\$ -	\$ 28.38
Grant	\$ 63,363.93	\$ 2,095.42	\$ 2,654.14	\$ 146.57	\$ 2,241.99
Gregory	\$ 126,456.94	\$ 4,181.88	\$ -	\$ -	\$ 4,181.88
Haakon	\$ 39,660.08	\$ 1,311.54	\$ 12,412.65	\$ 685.48	\$ 1,997.02
Hamlin	\$ 40,534.56	\$ 1,340.46	\$ -	\$ -	\$ 1,340.46
Hand	\$ 22,156.70	\$ 732.71	\$ 329.00	\$ 18.17	\$ 750.88
Hanson	\$ 29,547.07	\$ 977.11	\$ -	\$ -	\$ 977.11
Harding	\$ 7,696.92	\$ 254.53	\$ -	\$ -	\$ 254.53
Hughes	\$ 220,723.53	\$ 7,299.24	\$ 3,470.85	\$ 191.67	\$ 7,490.91
Hutchinson	\$ 62,572.76	\$ 2,069.26	\$ -	\$ -	\$ 2,069.26
Hyde	\$ 2,040.74	\$ 67.49	\$ -	\$ -	\$ 67.49
Jackson	\$ 31,992.47	\$ 1,057.98	\$ -	\$ -	\$ 1,057.98
Jerauld	\$ 13,135.31	\$ 434.38	\$ 841.35	\$ 46.46	\$ 480.84
Jones	\$ 9,863.12	\$ 326.17	\$ 12,614.01	\$ 696.60	\$ 1,022.77
Kingsbury	\$ 41,767.80	\$ 1,381.25	\$ 920.00	\$ 50.81	\$ 1,432.06
Lake	\$ 227,329.13	\$ 7,517.69	\$ 15,486.57	\$ 855.23	\$ 8,372.92
Lawrence	\$ 404,414.81	\$ 13,373.84	\$ 64,701.93	\$ 3,573.10	\$ 16,946.94
Lincoln	\$ 1,251,801.07	\$ 41,396.58	\$ 29,834.02	\$ 1,647.55	\$ 43,044.13
Lyman	\$ 107,489.15	\$ 3,554.63	\$ 2,037.69	\$ 112.53	\$ 3,667.16
Marshall	\$ 75,931.02	\$ 2,511.01	\$ -	\$ -	\$ 2,511.01
McCook	\$ 42,875.00	\$ 1,417.86	\$ -	\$ -	\$ 1,417.86
McPherson	\$ 10,101.82	\$ 334.06	\$ -	\$ -	\$ 334.06
Meade	\$ 557,502.77	\$ 18,436.40	\$ 52,556.63	\$ 2,902.38	\$ 21,338.78
Mellette	\$ 52,926.45	\$ 1,750.26	\$ 5,551.35	\$ 306.57	\$ 2,056.83
Miner	\$ 15,676.55	\$ 518.42	\$ -	\$ -	\$ 518.42
Minnehaha	\$ 5,019,612.13	\$ 165,996.66	\$ 740,295.39	\$ 40,882.04	\$ 206,878.70
Moody	\$ 135,127.68	\$ 4,468.62	\$ 9,597.86	\$ 530.03	\$ 4,998.65
Oglala Lakota	\$ 6,112.57	\$ 202.14	\$ -	\$ -	\$ 202.14
Pennington	\$ 3,954,957.88	\$ 130,788.95	\$ 448,706.02	\$ 24,779.32	\$ 155,568.27
Perkins	\$ 28,331.85	\$ 936.92	\$ 5,735.70	\$ 316.75	\$ 1,253.67
Potter	\$ 1,704.59	\$ 56.37	\$ -	\$ -	\$ 56.37
Roberts	\$ 219,712.15	\$ 7,265.80	\$ -	\$ -	\$ 7,265.80
Sanborn	\$ 7,487.40	\$ 247.61	\$ -	\$ -	\$ 247.61
Spink	\$ 46,002.54	\$ 1,521.29	\$ -	\$ -	\$ 1,521.29
Stanley	\$ 68,733.96	\$ 2,273.01	\$ -	\$ -	\$ 2,273.01
Sully	\$ 11,199.68	\$ 370.37	\$ -	\$ -	\$ 370.37
Todd	\$ 16,578.97	\$ 548.26	\$ -	\$ -	\$ 548.26
Tripp	\$ 110,837.04	\$ 3,665.34	\$ 17,117.87	\$ 945.32	\$ 4,610.66
Turner	\$ 86,171.93	\$ 2,849.67	\$ 5,620.95	\$ 310.41	\$ 3,160.08
Union	\$ 110,634.00	\$ 3,658.62	\$ -	\$ -	\$ 3,658.62
Walworth	\$ 199,724.50	\$ 6,604.81	\$ 33,072.21	\$ 1,826.38	\$ 8,431.19
Yankton	\$ 287,588.41	\$ 9,510.44	\$ 23,951.10	\$ 1,322.67	\$ 10,833.11
Ziebach	\$ 469.02	\$ 15.51	\$ -	\$ -	\$ 15.51
TOTALS: 66	\$ 18,221,598.29	\$ 602,581.32	\$ 1,818,848.29	\$ 100,443.99	\$ 703,025.31

Josh Haeder
South Dakota State Treasurer
State Capitol Bldg., Suite 212
500 E. Capitol Avenue
Pierre, SD 57501-5070

*0/0 published
Tally 10%*

Appendix D2: Means of Finance

PROVISIONAL OR BUDGET FOR FALL RIVER COUNTY, SD
For the Year January 1, 2020 through December 31, 2020

Governmental Funds

	General Fund	County Road and Bridge Fund	Fire Fund	Building Fund	911 Fund	Library Fund	M & P Fund	Domestic Abuse Fund	Emergency Management Fund	24/7 Sobriety Fund
Cash Balance Applied	625,580	521,223		(71,898)			29,400			(12,337)
311 Current Property Tax Levy	2,691,122	263,710	1,071	120,498		7,027				
Less current uncollected										
Less 25% to Cities	(2,200)									
311 TIF Property Taxes										
312/319 - Other Taxes	39,650	108,460	-	2,800						
NET TOTAL TAXES	2,728,572	372,170	1,071	123,298	-	7,027	-	-	-	-
320 Licenses & Permits	10,950			23,600				1,600		
330 Intergovernmental Revenue	711,150	1,378,838	1,605		75,000			700	41,750	18,107
340 Charges for Goods & Services	461,127	33,000			55,000		8,600			25,900
350 Fines & Forfeits	5,500							100		
360 Miscellaneous Revenue	88,900									
370 Other Financing Sources	2,000	270,000	2,324		200,292	16,973		4,600	65,685	
TOTAL OTHER REVENUES	1,279,627	1,681,838	3,929	23,600	330,292	16,973	8,600	7,000	107,435	44,007
SUBTOTAL (Cash + Taxes + Other Rev)	4,633,779	2,575,231	5,000	75,000	330,292	24,000	38,000	7,000	107,435	31,670
Less 5% (SDCL 7-21-18)	(231,689)	(128,762)								
NET MEANS OF FINANCE	4,402,090	2,446,469	5,000	75,000	330,292	24,000	38,000	7,000	107,435	31,670
TOTAL APPROPRIATIONS	4,402,090	2,446,469	5,000	75,000	330,292	24,000	38,000	7,000	107,435	31,670

TAX COLLECTION WORKSHEET
2019 pay 2020

FALL RIVER CO

General Fund	
Value pay 20	\$ 670,131,151
Pr Yr Levied	\$ 2,664,477
Allowable CPI @ 1.0%	\$ 26,645
Tot allowable tax to levy	\$ 2,691,122
Difference	\$ 26,645
Estimated Mill Levy	\$ 4.02
Current levy	\$ 4.29
Levy decrease	\$ (0.27)

Fire Fund	
Value pay 20	\$ 7,596,144
Pr Yr Levied	\$ 1,060
Allowable CPI @ 1.0%	\$ 11
Tot allowable tax to levy	\$ 1,071
Difference	\$ 11
Estimated Mill levy	\$ 0.141
Current levy	\$ 0.147
Levy decrease/Increase	\$ (0.006)

Sec Rd Fund	
Value pay 20	\$ 383,569,439
Pr Yr Levied	\$ 261,099
Allowable CPI @ 1.0%	\$ 2,611
Total allowable tax to levy	\$ 263,710
Difference	\$ 2,611
Estimated Mill Levy	\$ 0.688
Current Levy	\$ 0.719
Levy Decrease	\$ (0.031)

Library Fund	
Value pay 20	\$ 461,882,829
Pr Yr Levied	\$ 6,957
Allowable CPI @ 1.0%	\$ 70
Total allowable to levy	\$ 7,027
Difference	\$ 70
Estimated Mill Levy	\$ 0.015
Current Levy	\$ 0.016
Levy Decrease/Increase	\$ (0.00)

BDLG FUND	
Value pay 20	\$ 670,131,151
Pr Yr Levied	\$ 119,305
Allowable CPI @ 1.0%	\$ 1,193
Total allowable tax to levy	\$ 120,498
Difference	\$ 1,193
Estimated Mill Levy	\$ 0.180
Current Levy	\$ 0.192
Levy Decrease	\$ (0.012)

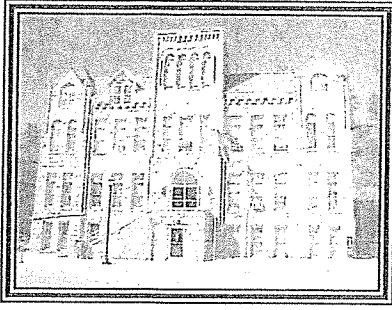
CPI for pay '20 is 2.4% 2.4
 Total stored CPI is 0+1+2.1=3.1% 3.1
 Total CPI available 5.5

Only used 1.0% for 2020

*Note, CPI can be stored for 3 yrs

CPI for pay '19 was 2.1% not used-stored
 CPI for pay '18 was 1.00% not used-stored
 CPI for pay '17 was 0% not used-stored
 CPI for pay '16 was 1.5% 0% used, unavail

NOTE* all levies at this time are an estimate, values may change with the certification of centrally assessed utilities the 1st week in Sep, which could change mill levies. Rounding could also affect mill levy



FALL RIVER COUNTY
COMMISSIONERS OFFICE
COURTHOUSE
906 NORTH RIVER ST
HOT SPRINGS, SOUTH DAKOTA 57747
PHONE: (605) 745-5130 FAX: (605) 745-6835

9-3-19

SD Dept of Agriculture
Secretary Kim Vanneman
523 East Capitol Ave
Pierre, SD 57501

Re: Authorization for a SEAT plane to be located at the Hot Springs, SD airport

Dear Secretary Vanneman:

As Chairman of the Fall River County Commission, we are asking for a SEAT plane to be located at our Hot Springs Airport. We are currently under great threat of severe fire danger. We have dried clover that stands from two to five-foot-high across a good share of Fall River County. This allows for a tremendous amount of fuel in case of fire. In addition, many ranches are large and quite remote. This taxes our fire departments to be able to combat a fire of this possible nature and may leave their districts unmanned. It is essential to realize a fire of this possible nature could have flames as high as twenty feet, making it impossible for ground crews to combat. We understand these SEAT planes for our area are located up to one and half hours to our locations. This creates a grave danger for our county and residents. Please consider the possibility of locating a plane at our Hot Springs airport, as has been done in the past, for the remainder of the fire season.

Your consideration in this matter would be greatly appreciated, and please feel free to contact me at 605-459-2608.

Sincerely,


Joe Falkenburg
Chairman of the Board
Fall River County