

Re: [EXT] Meeting minutes

Ganje, Sue

Fri 11/8/2019 2:52 PM

To: Jerry Heiser <JerryHeiser@butlermachinery.com>;

Cc: Eva Omdahl <EvaOmdahl@butlermachinery.com>; Randy Seiler - Fall River County, SD (frchwydept@gwtc.net) <frchwydept@gwtc.net>;

Not a problem. I will put something on the next agenda to reflect the new contract number, then we should be good. Thanks Jerry and have a super weekend! Sue

Sue Ganje

County Auditor

Fall River/Oglala Lakota County

605-745-5130

From: Jerry Heiser <JerryHeiser@butlermachinery.com>

Sent: Friday, November 8, 2019 2:45 PM

To: Ganje, Sue

Cc: Eva Omdahl

Subject: RE: [EXT] Meeting minutes

Hi Sue,

No, you are not off your rocker. The Caterpillar Contract number has been the same for quite a while, but it changed in May. I was not aware of the Contract number change until just yesterday, when my sales Coordinator Eva Omdahl caught the contract number change.

My bad on this one, but we made sure the correct number will be on the invoice the County will be getting.

Sorry for the confusion.

Sourcewell

- New Heavy Equipment Contract #032119
 - Effective date: 5/13/19 – 5/13/23
 - Customer discounts are same as previous

No problem Jerry. So I am still rather unclear on the sourcewell bid for the skid loader. Per my auditor, I tried to find the contract (you see my email to sourcewell because I have not figured out their website procedures yet). She came back with documents which appear to be contract #032119. Am I off my rocker (I am sure I am close), is it 032119 or 032515. if 032119, maybe we just need a motion to clarify the correct #. Let me know your thoughts. Thanks, Sue

Sue Ganje

County Auditor

Fall River/Oglala Lakota County

605-745-5130

Jerry Heiser | Butler Machinery Company | Customer Account Manager - Construction

3601 Deadwood Ave N | Rapid City, SD, 57702 | P 605-399-4023 | C 605-209-4671

Butler Values | Our Team • Customer Driven • Accountability • Integrity • Excellence • Safety

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October 21, 2019

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

Property Tax for -
Sheps Canyon Road
Parcel # 20000-00805-16300
Legal # S1/2SW1/4, Less 8.50 A For Road

Attn: County Commissioners

Dear Kelly Rhoe and County Commissioners,

This letter is requesting a payment plan to bring the back taxes for "Property - Sheps Canyon Road Parcel # 20000-00805-16300 Legal # S1/2SW1/4, Less 8.50 A For Road" to a current standing. On behalf of my sons and I, I would also like to ask for your forgiveness regarding our lack of communication.

In the last two in a half years my sons and I (the owners of the above listed property) have undergone some financial hardships including disabilities, death and loss of wages; which have impacted our ability to keep our taxes current for our property.

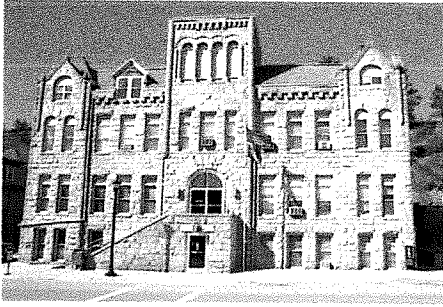
This letter is to request your grace in allowing my sons and I to bring our taxes to a current status by paying the back taxes in monthly installments of \$100 until the back taxes are caught up and we are in current standing once again. As of 9/10/2019 our tax balance was \$2387.79. In addition to our request to start a payment plan we are requesting that all additional late payment penalties be halted.

Upon your approval of the above suggested make-good we will make our first payment, starting the 24 month back tax payment clock.

We thank you for your consideration and willingness to work with us on this matter.

With Respect,

Virginia M. Birlew
Angel M. Apodaca
Micah Birlew



**FALL RIVER & OGLALA
LAKOTA
COUNTY TREASURER**

**906 North River Street
Hot Springs, SD 57747
Phone: 605-745-5145
Fax: 605-745-3530**

REAL ESTATE TAX PAYMENT AGREEMENT

I, Virginia Birlew, Angel Apodaca and Micah Birlew, wish to enter into an agreement to make payments on our delinquent real estate taxes on the following parcel:

20000-00805-16300

Beginning December 15th, 2019, I agree to pay **\$100.00** per month towards my delinquent taxes on this parcel. This amount is due and payable monthly on the 15th day of each month. Additional funds may be added at any time. Taxes will be applied when adequate funds have been collected to apply to the oldest tax first, with the exception of the tax certificate year which will be applied last.

I further agree to keep all subsequent taxes current each April and October. I also agree that if I default on this agreement, that the county may start tax proceedings on these particular real estate parcels.

Dated this _____ day of _____, 2019

Virginia Birlew, Micah Birlew or Angel Apodaca

The Fall River County, South Dakota Treasurer's Office by and through its Treasurer, Kelli Rhoe, and the Fall River County Commissioners, hereby agrees to the above tax payment agreement.

Kelli R. Rhoe
Fall River County Treasurer

Fall River County Commissioner

Amount Delinquent as of November 6, 2019: \$ 2,420.23
Approximate payoff date: December 2021



2727 N Plaza Dr.
Rapid City, SD 57702

Phone 605-348-6529 Fax 605-342-1160

Quote
No.: **62855**
Date: 11/13/2019

Prepared for:

Lyle Jensen
Fall River County Auditor
906 N River Street
Hot Springs, SD 57747 U.S.A.

Account No.: 1889
Phone: (605) 745-5145
Fax: (605) 745-3530

Qty	Description	UOM	Sell	Total
1	Axis P3225-LV MK II Series Fixed Dome IP Camera, HDTV, 1080p, 3-10.5 mm P-Iris Vari-Focal lens, 30 fps/60 fps (WDR on/off), PoE, Day/Night, IR Illumin	EA	\$624.16	\$624.16
1.00	Labor Security Regular - Remote Support	HR	\$125.00	\$125.00

Your Price: _____
\$749.16

Total: _____
\$749.16

Prices are firm until 11/27/2019

Prepared by: Eric Eisenbraun, ericeisenbraun@goldenwest.com

Date: 11/13/2019

Drop ship replacement camera to Lyle's attention. Golden West Technologies will provide 1-hour of remote support to assist with the setup of this camera. The customer will install the camera.

Accepted by: _____

Date: _____

Disclaimer

Unless otherwise specified, all labor is charged on a time and materials basis. Any additional service charge or travel will apply. Any quoted cable runs assume that there is an available cable pathway; if not, additional charges may apply. Applicable taxes and/or additional freight charges may be added on to the invoice. Terms: 30% down payment required for sales of \$ 5,000.00 or more, with the balance due Net 15 days of invoicing.

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: 11-6-2019
COURT HOUSE ...FUEL/GAS PURCHASES :
(All Departments)
FROM DATE: 10-01-2019
THROUGH DATE: 10-31-2019
GALLONS: 207.20
TOTAL: \$ 466.59

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: 11-6-2019
WEED BOARD FUEL PURCHASES:
FROM DATE: 10-01-2019
THROUGH DATE: 10-31-2019
GALLONS: 113.40
TOTAL: \$ 255.36

FRC HWY: 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

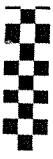
Date: 11-6-2019
SHERIFF'S DEPARTMENT GAS PURCHASES:
FROM DATE: 10-01-2019
THROUGH DATE: 10-31-2019
TOTAL GALLONS: 1171.50
TOTAL: \$ 2638.07

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: 11-06-2019
FALL RIVER COUNTY 911 SIGNING ACTIVITY
Cost for Work Requested: Replacement of 911 Signing
FROM DATE: 10-17-2019
THROUGH DATE: 10-23-2019
TOTAL: \$ 1576.55



FAXED BID:

TO: FALL RIVER COUNTY HIGHWAY DEPT.

FAX # 605-745-5912

PHONE # 605-745-5137

ACCEPTED
11/8/2019
KCM

DATE: 11/8/2019

FROM: HID-WAY OIL & GAS PHONE: 605-662-5000
605-890-1010

BID FOR: PROPANE:

AMOUNT OF BID: \$ 110

(THIS BID INCLUDES ALL APPROPRIATE TAXES AND FEES)

Signed By: William Turner

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

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

THANK YOU



Rx Date/Time MAR-03-2011(THU) 10:26
Mar. 3. 2011 9:27AM Fall River County Highway Dept.

P. 002

No. 0716 P. 2

FAXED BID:

TO: FALL RIVER COUNTY HIGHWAY DEPT.

FAX # 605-745-5912

PHONE # 605-745-5137

DATE: 11-8-19

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

BID FOR: PROPANE: (To top off 2)1000 ga. tanks in Hot Springs and (1) 500 ga. tank in Edgemont)

AMOUNT OF BID: \$ 130

(THIS BID INCLUDES ALL APPROPRIATE TAXES AND FEES)

Signed By: [Signature]

NOTE: all faxed bids must be received in the Fall River County Highway Dept. office at the above number before the time deadline as 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

FAXED BID:

TO: FALL RIVER COUNTY HIGHWAY DEPT.

FAX # 605-745-5912

PHONE # 605-745-5137

DATE: 11/8/2019

FROM: DAKOTA PROPANE PHONE: 745-5959

BID FOR: PROPANE:

AMOUNT OF BID: \$ BID NOT PROVIDED BY 12pm DEADLINE.

(THIS BID INCLUDES ALL APPROPRIATE TAXES AND FEES)

Signed By: NO BID

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

If declining to bid, please fax back this form with the words "**Decline 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: 11-13-19
FROM: Nelson's Oil & Gas, Inc. PHONE: 745-4189
~~605-666-5000~~

BID FOR: 8000 gallons

AMOUNT OF BID: \$ 2.26 / gallon E-10 Gasoline
(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 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 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: 11/13/2019
FROM: Bill Tanner PJS Fuel PHONE: 890-1010
BID FOR: NO BID - NOT PACING TANKER ORDERS
AMOUNT OF BID: N/A

(THIS BID INCLUDES ALL APPROPRIATE TAXES AND FEES)

Signed By: Bill Tanner BY PHONE
KW

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



Accepted
11/13/2019
Km

FAXED BID:

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

DATE: 11/13/19

FROM: M.G. Oil **PHONE:** 431-0399

BID FOR: 8000 gal E10 87 gasoline

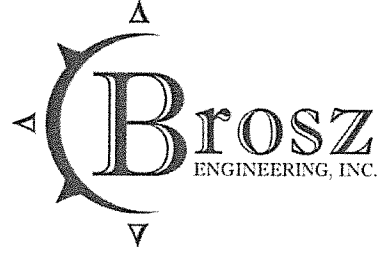
AMOUNT OF BID: \$ 2.231
(This bid includes all appropriate taxes and fees)

Signed By: [Signature]

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



**WORK ORDER/PROPOSAL
FOR PROFESSIONAL SERVICES**

TO: Fall River County	BROSZ PROPOSAL #: 18-S787 Amendment #1
CONTACT: Randy Seiler	PROJECT #: BRF6463(00)16-1 PCN 05QV
ADDRESS: PO Box 939 Hot Springs, SD 57747	JOB TITLE: Dewey Rd Bridge Preservation
OFFICE: (605) 745-5137	JOB DESCRIPTION: Preservation of SN24-029-014
CELL:	JOB LOCATION: 0.2 Mi W & 0.3 Mi N of Burdock
EMAIL: frhwydept@gwtc.net	On Dewey Road

BROSZ ENGINEERING WILL PROVIDE ENGINEERING SERVICES TO THE CLIENT AS SET FORTH BELOW:

Scope of Services

Additional Construction Management services incurred on the project due to the extended construction season caused by extreme weather delays and contractor delays.

Compensation

The additional CM time and cost of **\$22,677.00** shall be on an 80/20 cost share as outlined in the SDDOT BIG Program Manual. A breakdown of the additional cost and fees to complete the CM services is shown in Attachment A.

ACCEPTANCE & AUTHORITY:

ACCEPTED: Fall River County	ACCEPTED: Brosz Engineering, Inc.
SIGNATURE:	SIGNATURE: <i>Jason Hanson</i>
PRINTED:	PRINTED: Jason Hanson, PE
TITLE: Commission Chair	TITLE: Area Manager
DATE:	DATE: 11/13/19

Please sign, retain one copy for your records and return one copy to Brosz Engineering, Inc. for authorization to proceed.

Attachment A - Amendment #1
Construction Engineering Cost Estimate
Brosz Engineering, Inc.
Project: Structure 24-029-014
Located 0.2 W & 0.3 N of Burdock on Dewey Road
Fall River County

Direct Labor Salary Cost:	Estimated Hours	Hourly Rate	Estimated Cost
Sr. Engineer I	4	\$ 130.00	\$ 520.00
Engineer I	60	\$ 115.00	\$ 6,900.00
Sr. Engineer Tech II	137	\$ 95.00	\$ 13,015.00
Engineer Tech II	19	\$ 80.00	\$ 1,520.00
Engineer III	5	\$ 95.00	\$ 475.00
Total			\$ 22,430.00

Direct Expenses:

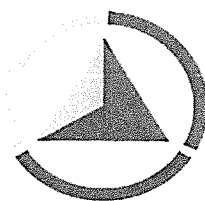
Mileage	\$ -
Meals (Per Diem)	\$ -
Lodging	\$ -
Photocopies	\$ -
Postage	\$ -
Miscellaneous (Concrete Cylinder Breaks)	\$ 247.00
Total Direct Expenses	\$ 247.00

Total Additional CM Cost Addendum #1	\$ 22,677.00
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Summary of CM Cost

Original CM Cost	\$ 27,000.00
Addendum #1 CM Cost	\$ 22,677.00
Total CM Cost	\$ 49,677.00

18-5787



NTITM
NORTHERN
TECHNOLOGIES, LLC

3522 4th Avenue South
Fargo, ND 58103
P: 701.232.1822 F: 701.232.1864
www.NTIgeo.com

INVOICE

Contract Labor

Mr. Daniel Cichosz, PE
Brosz Engineering, Inc.
3561 Whitewood Rd.
Sturgis, SD 57785

September 14, 2019
Project No: 19.RAP09041.000
Invoice No: 32723
Due Date: October 14, 2019

Project 19.RAP09041.000 Burdock Bridge Rehab - 18-5787
Email invoice to danielc@broszengineering.com

Professional Services from August 11, 2019 to September 14, 2019

Professional Personnel

	Hours	Rate	Amount	
Engineer/Project Manager	1.00	95.00	95.00	
Totals	1.00		95.00	
Total Labor				95.00

Unit Billing

Compressive Strength Concrete - NTI	4.0 Cylinders @ 20.00	80.00		
Total Units		80.00	80.00	

TOTAL THIS INVOICE \$175.00

	Current	Prior	Total Billings
Project Billings	175.00	0.00	175.00

Project Manager Earl Severn

11-7-19 - Payment recd from County



**GEOTEK ENGINEERING
& TESTING SERVICES, INC.**
 909 East 50th Street North
 Sioux Falls, South Dakota 57104
 605-335-5512 Fax 605-335-0773
 1-800-354-5512 www.geotekeng.com

Brosz Engineering, Inc.
 603 N. Lafayette Street
 Parkston, SD 57366

Invoice

Invoice Number 1930120-IN

Invoice Date: 5/31/2019

Contact *Eric Prunty*

Customer P.O.:

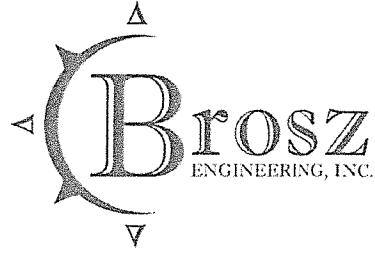
Terms: Net 30

Description	Quantity	Unit Cost	Amount
PROJECT: DOUBLE TEES PROJECT BR# 6463(00)16-1 PCN 05QV FALL RIVER COUNTY, SD			
CONCRETE TESTS/INSPECTION Concrete Compression Cylinders	4.00 TEST	18.00	\$72.00

*Please make payment to Geotek Engineering
 Payment rec'd from Fall River Co.
 Contract Labor*

Balances not paid within 30 days of invoice date are subject to 1 1/2% per month FINANCE CHARGE.

Net Invoice:	\$72.00
Freight:	0.00
Sales Tax:	\$0.00
Invoice Total:	\$72.00



**WORK ORDER/PROPOSAL
FOR PROFESSIONAL SERVICES**

TO: Fall River County	BROSZ PROPOSAL #: _____
CONTACT: Randy Seiler	BROSZ PROJECT #: _____
ADDRESS: PO Box 939	JOB TITLE: SN24-020-020 Design
Hot Springs, SD 57747	JOB DESCRIPTION: Design and Plans Preparation
OFFICE: (605) 745-5137	For Structure Replacement
CELL:	JOB LOCATION: 1.1 Mi W & 0.3 Mi S of
EMAIL: frhwydept@gwtc.net	Burdock

BROSZ ENGINEERING WILL PROVIDE ENGINEERING SERVICES TO THE CLIENT AS SET FORTH BELOW:

Scope of Services

The complete scope of services listed on Exhibit A is included with this transmittal. The overall completion date for the Design and Plans Preparation shall be **August 1, 2020**. Anticipated Bid Letting Date shall be October, 2020.

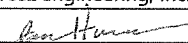
Compensation

The services as outlined in Exhibit A will be provided at a Lump Sum Fee of **\$78,690.00 for the Design Engineering, Plans & Specifications Preparation, 404 Permitting, ROW Document Preparation and Bid Letting Assistance.**

This agreement incorporates and includes the enclosed General Conditions.

Construction Management Services shall be provided and negotiated at a later date.

ACCEPTANCE & AUTHORITY:

ACCEPTED: Fall River County	ACCEPTED: Brosz Engineering, Inc.
SIGNATURE: _____	SIGNATURE: 
PRINTED: _____	PRINTED: Jason Hanson, PE
TITLE: Commission Chairman	TITLE: Area Manager
DATE: _____	DATE: 11/13/19

Please sign, retain one copy for your records and return one copy to Brosz Engineering, Inc. for authorization to proceed.

A: 3561 Whitewood Service Road, Sturgis, SD 57785 P: (605) 347-2722 W: broszeng.com

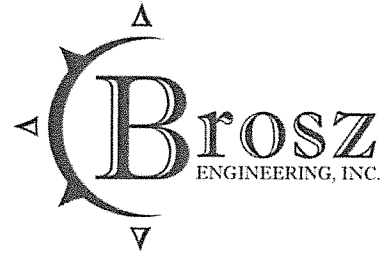


EXHIBIT A

SCOPE OF SERVICES FOR CONSULTANT SERVICES

Date: 11/7/19

PROJECT INFORMATION

Design, Plans Preparation, Permitting and Bid Letting of a structure replacement project for SN24-020-020 located 1.1 Mi W & 0.3 Mi S of Burdock

SCOPE OF WORK

Brosz Engineering, Inc. will provide the following work items for the project:

- Design of Concrete Abutments
- Design of Concrete Bridge Girders
- Design of Concrete Bridge Deck
- Design of Concrete Bents
- Design of Approach Roadway
- Plans Preparation
- Specifications Preparation
- 404 Permitting
- ROW Documents Preparation
- Bid Letting Assistance

Fall River County will provide the following work items for the project:

- Obtain ROW Document Signatures
- Permanent Fencing for Construction
- Permanent Signing
- Gravel Surfacing
- Provide ROW Certification and Utility Certification to SDDOT

TASK NUMBER																
	Senior Engineer I	Senior Engineer II	Engineer I	Engineer II	Engineer III	Engineer IV	Senior Engineer Tech. I	Senior Engineer Tech. II	Engineer Tech. I	Engineer Tech. II	Engineer Tech. III	Engineer Tech. IV	Survey Principal (Office)	Survey Principal (Field)	Survey Crew - One Man	Survey Crew - Two Man
BD 1.0	Project Management															
	20															
BD 6.0	Preliminary Design															
			30					20								
			120		50			125								
			5													
			20					20								
BD 7.0	Preliminary Design Review															
	5							20								
BD 8.0	Final Design															
			30													
	20	20														
	80			50												
			5													
			10													
BD 9.0	Final Plan Development															
			10					30								
	5															
BD 10.0	ROW Services															
								10								
BD 11.0	SDDOT Coordination															
			6													
			5													
BD 13.0	Environmental/Permitting															
											10					
			10													

TOTAL HOURS					Total Direct Labor	
	Senior Engineer I	30	hrs @	\$130.00	=	\$3,900.00
Senior Engineer II	100	hrs @	\$120.00	=	\$12,000.00	
Engineer I	271	hrs @	\$115.00	=	\$31,165.00	
Engineer II	0	hrs @	\$105.00	=	\$0.00	
Engineer III	100	hrs @	\$95.00	=	\$9,500.00	
Engineer IV	0	hrs @	\$90.00	=	\$0.00	
Senior Engineer Tech. I	0	hrs @	\$100.00	=	\$0.00	
Senior Engineer Tech. II	225	hrs @	\$95.00	=	\$21,375.00	
Engineer Tech. I	0	hrs @	\$85.00	=	\$0.00	
Engineer Tech. II	0	hrs @	\$80.00	=	\$0.00	
Engineer Tech. III	10	hrs @	\$75.00	=	\$750.00	
Engineer Tech. IV	0	hrs @	\$60.00	=	\$0.00	
Survey Principal (Office Time)	0	hrs @	\$125.00	=	\$0.00	
Survey Principal (Field Time)	0	hrs @	\$130.00	=	\$0.00	
Survey Crew - One Man	0	hrs @	\$120.00	=	\$0.00	
Survey Crew - Two Man	0	hrs @	\$180.00	=	\$0.00	

General Conditions

Total Agreement: This Agreement (consisting of the Work Order/Proposal for Professional Engineering Services, these General Conditions, and any expressly incorporated attachments), constitutes the entire Agreement between the Client and Brosz Engineering, Inc. (Brosz) and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

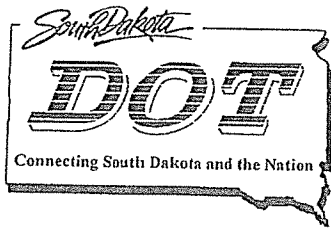
General Considerations:

- A. The standard of care for all services performed or furnished by Brosz under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Brosz makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Brosz. Subject to the foregoing standard of care, Brosz and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Brosz shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work. Brosz shall not be responsible for the acts or omissions of any Contractor.
- C. Any opinions of probable construction cost provided by Brosz are to be made on the basis of experience and general familiarity with the construction industry. However, because Brosz has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Brosz cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Brosz.
- D. To the fullest extent permitted by law, Client and Brosz (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Brosz's total liability to Client under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- E. This Agreement is to be governed by the law of the state in which the Project is located.

Payment Procedures: Invoices shall be prepared in accordance with Brosz's standard invoicing practices and will be submitted to the Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due within 30 days after receipt of invoice, the amount due will be increased at the rate of 18% per annum on the unpaid balance.

Termination: The obligation to continue performance under this Agreement may be terminated for convenience by the Client effective upon Brosz's receipt of written notice from Client, or for cause by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Upon termination, Brosz will be entitled to invoice Client and to receive full payment for services performed or furnished in accordance with this Agreement incurred through the effective date of termination.

Severability: In the event any provision of these General Conditions, in whole or in part, is held invalid or unenforceable under applicable law, the General Conditions shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.



Department of Transportation
Division of Planning and Engineering
Local Government Assistance
700 East Broadway Avenue
Pierre, South Dakota 57501-2586
PHONE: 605/773-8148 FAX: 605/773-4870

November 8, 2019

County Commission
Fall River County

RE: Approval of Five-Year County Highway and Bridge Improvement Plan

I am pleased to inform you that your Five-Year County Highway and Bridge Improvement Plan is complete as submitted and is officially approved. A copy of the signed and dated Certification Form is attached for your records. Applications for the Bridge Improvement Grant Program can now be submitted for structures as listed in your approved Plan.

If you have any questions, please call me at 773-3576.

Sincerely,

A handwritten signature in cursive script that reads "Wade A. Dahl".

Wade Dahl
Urban Systems Engineer

Attachment
cc: County Highway Superintendent
File

CERTIFICATION FORM

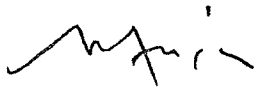
The following text shall be included on the front cover of the County Highway and Bridge Improvement Plan:

Certification: As approved this 15 day of October, 2019

Fall River County Commission

By: Joe Falkenberg
County Commission Chairperson

Attest:



County Auditor or Clerk

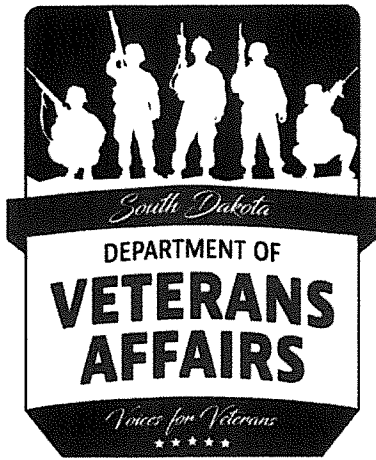
County Contact person: Randy Seiler – Highway Superintendent

Phone Number: 605-745-5137

Email Address: frchwydept@gwtc.net

Received by SDDOT on 10-15-19

Approved by SDDOT on 11-8-19



South Dakota Department
of Veterans Affairs
Soldiers & Sailors Bldg.
425 E. Capitol Avenue
Pierre, SD 57501-3100
Phone 605.773.3269
Fax 605.773.5380

Sioux Falls Claims Office
PO Box 5046
2501 W. 22nd Street
Sioux Falls, SD 57117-5046
Phone 605.333.6869
Fax 605.333.5306

<http://vetaffairs.sd.gov>



November 13, 2019

Dear Commissioners,

This letter is written to remind you that the current appointment of your Veterans Service Officer is about to expire.

It is not our intent to direct you in your decision, but rather to inform you that in accordance with South Dakota Codified Law (SDCL) 33A-1-22, re-appointment will need to be for a period of four years, through the first Monday in January, 2023.

Please take action on this matter at your earliest convenience and send a **certified copy of that portion of the official minutes** pertaining to your decision to Audry Ricketts, SDDVA, 425 E. Capitol Avenue, Pierre, SD 57501.

If you have any questions, please feel free to contact Audry at (605-773-8242).

Sincerely,

Aaron Pollard, Deputy Secretary
South Dakota Department of Veterans Affairs

cc: VSO



**DEPARTMENT OF ENVIRONMENT
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182
denr.sd.gov

November 12, 2019

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

RE: Surface Water Discharge Permit No.: SD0024767

Dear Mr. Kotti:

I am forwarding for your information a copy of the South Dakota Department of Environment and Natural Resources public notice for the City of Hot Springs (Evans Plunge) draft Surface Water Discharge permit.

The public notice date will be November 13, 2019 and will be printed in the Hot Springs Star. The public notice will also be posted on our website at <http://denr.sd.gov/public/default.aspx>. Any questions or comments concerning this information should be directed within thirty (30) days of the public notice date to Albert Spangler or me at (605) 773-3351.

Sincerely,

Raul Vasquez
Engineer II
Surface Water Quality Program
SDDENR

Enclosures

November 13, 2019

NOTICE OF SURFACE WATER DISCHARGE
APPLICATION AND RECOMMENDATION

The South Dakota Department of Environment and Natural Resources (DENR) has received an application for the issuance of a Surface Water Discharge (SWD) permit from the following applicant:

APPLICANT NAME: **Evans Plunge (Hot Springs)**

PERMIT NUMBER: **SD0024767**

FACILITY LOCATION: **Southwest ¼ of the northwest ¼ of Section 13, Township
7 South, Range 5 East, in Fall River County, South
Dakota (Latitude 43.441503°, Longitude -103.480729°)**

MAILING ADDRESS: **1145 N. River St.
Hot Springs, SD 57747**

The renewal of the Surface Water Discharge permit will allow the discharge of pollutants from Evans Plunge's wastewater treatment facility. Any discharge from this facility will enter Fall River. Fall River has been assigned the following beneficial uses:

- (4) Warmwater permanent fish life propagation waters;
- (8) Limited contact recreation waters;
- (9) Fish and wildlife propagation, recreation, and stock watering waters; and
- (10) Irrigation waters.

Tentative determinations regarding the water quality limits for any discharge and other conditions have been made by DENR. The Surface Water Discharge permit specifies the quality of water that can be discharged and still protect the uses of the receiving water. The proposed discharge permit and supporting documents are available from DENR at the address listed below.

In accordance with the Administrative Rules of South Dakota, Chapter 74:50:02, any person desiring to comment on the Department's recommendation for the conditional issuance of this permit must submit written comments to the below address within the specified thirty (30) day comment period. Comments may be directed to the following address: South Dakota Department of Environment and Natural Resources, Division of Environmental Services, Surface Water Quality Program, Joe Foss Building, 523 East Capitol, Pierre, SD 57501-3181. Comments may also be provided within the specified thirty (30) day comment period using the online comment form, accessible via the "Comment Deadline" links provided at <http://denr.sd.gov/public> . Any person desiring a public hearing must file a petition which complies with the ARSD 74:50:02. If no objections are received within the specified 30-day period, the Secretary will issue final determinations within sixty days of the date of this notice.

Additional information may be obtained by calling Raul Vasquez, with DENR, at (605) 773-3351, or by writing to the address listed above.

Hunter Roberts
Secretary

Published once at the total approximate cost of _____.