

**FALL RIVER COUNTY UNAPPROVED MINUTES OF DECEMBER 3, 2019**

The Fall River Board of County Commissioners met in regular session on December 3, 2019. Present: Joe Allen, Joe Falkenburg, Heath Greenough, Paul Nabholz, Deb Russell and Sue Ganje, Auditor.

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. The full context of the meeting can be found on the county website under Commissioners at <http://fallriver.sdcounties.org>, or, <http://www.YouTube.com>, Fall River County Commission SD.

Motion made by Nabholz, seconded by Greenough, to approve the agenda, as written.

Motion made by Russell, seconded by Nabholz, to approve the minutes of November 19, 2019.

Motion made by Russell, seconded by Greenough, to set a supplement and contingency hearing for December 17, 2019 at 9:30 a.m.

The Board received notice that the SD Department of Health issued a disinterment permit in Fall River County.

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

**AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER**

**TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS OF FALL RIVER COUNTY:**

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 31<sup>st</sup> day of October, 2019.

Total Amt of Deposit in First Interstate Bank:	<u>\$3,292,650.07</u>
Total Amt of Deposit in First National Bank of Lead:	<u>\$1,000.00</u>
Total Amount of Cash:	<u>\$3,357.08</u>
Total Amount of Treasurer's Change Fund:	<u>\$192,212.57</u>

Total Amount of Checks in Treasurer's

Possession Not Exceeding Three Days: \$540,133.59

SAVINGS:

First Interstate Bank: \$1,033,275.89

First National Bank of Lead: \$1,028,066.29

CERTIFICATES OF DEPOSIT:

First Interstate-Hot Springs: \$4,056,787.49

Black Hills Federal Credit Union: \$250,000.00

Bank of the West \$525,542.47

Schwab Treasury \$1,000,000.00

Itemized list of all items, checks and drafts that have been in the Treasurer's possession over three days:

Register of Deeds Change Fund: \$500.00

Highway Petty Cash: \$20.00

Election Petty Cash: \$15.00

RETURNED CHECKS:

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

TOTAL \$10,897,351.68

Dated This 31<sup>st</sup> Day of October, 2019.

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

County Monies: \$8,370,748.06

Held for other Entities: \$2,335,304.37

Held in Trust: \$191,299.25

TOTAL: \$10,897,351.68

The Above Balance Reflects County Monies, Monies Held in Trust, and Monies Collected for and to be remitted to Other ENTITIES: SCHOOLS, TOWNS, TOWNSHIPS, FIRE, AMBULANCE AND ROAD DISTRICTS, AND THE STATE.

Motion made by Greenough, seconded by Allen, to approve the agreement between the Fall River County Commissioners and South Dakota Department of Health for 2020 Community Health Services.

Motion made by Russell, seconded by Allen, to re-appoint Dan Cullen as the Fall River Veteran's Service Officer, with an ending date of January 2023 as per SDCL 33A-1-22.

Motion made by Greenough, seconded by Russell, to set the year end meeting for December 31, 2019 at 9 a.m.

Motion made by Nabholz, seconded by Falkenburg, to table CP 2019-10, until applicant arrived to meet with the board.

Carol Foster, Clerk of Courts, met with the board to discuss confidentiality for court clients at the Clerk's counter during county commissioner meetings. The board and Foster agreed that the door could be open with a sign indicating the meeting was in session and open to the public (except for executive session) and to please come in, and if there was a confidentiality issue at the court counter, the Clerk could shut the door.

A discussion was held on how to sell county tax deeds, or to transfer tax deed properties to the respective cities, with the Mayors of Edgemont, Hot Springs and Oelrichs present. Pros and cons were discussed, and it will be on the next agenda.

Lyle Jensen, Building Supervisor, met with the board. Motion made by Allen, seconded by Nabholz, to approve the quote from Rushmore Communications, Inc for an AUX I/O card for the dispatch radio system in the amount of \$2,030.00.

Discussion was held on fines for Ordinance 2019-1. Motion made by Russell, seconded by Allen, to approve a resolution that matches the misdemeanor fines set by SDCL 32-15-17. With Greenough and Nabholz voting no, all others voting yes, motion carries.

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

**FALL RIVER COUNTY RESOLUTION #2019-43**

**A plat of Gilbert Tract Revised and Bogner's Wild Kingdom Tract Revised located in the NE1/4 of Section 8, T8S, R7E, BHM, Fall River County, South Dakota**

**Formerly Gilbert Tract and Bogner's Wild Kingdom Tract**

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 3<sup>rd</sup> day of December, 2019.

ATTEST:  
/s/Sue Ganje  
Fall River County Auditor

/s/Joe Falkenburg  
Fall River County Board of Commissioners

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

**FALL RIVER COUNTY RESOLUTION #2019-44**

**A plat of Lot 10 of Paha Sapa Subdivision, an access and utility easement, and a private access easement, located in the W1/2SE1/4 and the SW14NE1/4, All in Section 26, T7S, R5E, BHM, Fall River County, South Dakota**

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 3<sup>rd</sup> day of December, 2019.

ATTEST:  
/s/Sue Ganje  
Fall River County Auditor

/s/Joe Falkenburg  
Fall River County Board of Commissioners

Paul Nabholz, Commissioner, met with the board to discuss opposition of a full time State's Attorney and hopes of having reconsideration on this matter. Motion made by Russell, seconded by Allen, to approve the full time position of State's Attorney and declare an emergency for the preservation of the public peace, health and safety. Discussion was held on the increasing drug issues and increased work load in the state's attorney's office. With Nabholz voting no, all others yes, by roll call vote, motion carries.

Motion made by Greenough, seconded by Russell, to pay the bills as follows. With Nabholz voting no, all others voting yes, the motion carried.

**GENERAL FUND**

ACCURATE SERVE	TAX DEED SERVED	\$75.00
FIDELITY SEC. LIFE INS CO	EYE INSURANCE	\$157.24
AMERICAN FAMILY ASSURANCE	AMERICAN FAMILY ASSURANCE	\$596.32
BRUMBAUGH & QUANDAHL,P.C.	GARNISHMENT	\$36.36
BLACK HILLS ENERGY	UTILITY POWER ELECTRIC/COUNTY ASSISTANCE	\$3,808.01
BOSTON MUTUAL LIFE INS CO	LIFE INSURANCE	\$32.76
BREIT & BOOMSMA, P.C.	GARNISHMENT	\$124.14
HUB INTERNATIONAL	ANNUAL AIRPLANE INSURANCE	\$488.00
CAMERON, GEORGE	COURT REPORTER	\$180.60
CASS COUNTY SHERIFF DEPT	TAX DEED SERVED	\$52.00

CENTURY BUSINESS LEASING	COPIER LEASE AND USAGE	\$416.61
CREDIT COLLECTION BUREAU	COLLECTIONS	\$32.81
CUSTER COUNTY SHERIFF	ZUERCHER CONTRACT	\$32,917.46
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$2,551.15
EFTPS	PAYROLL TAXES	\$32,679.82
EXECUTIVE MGMT FINANCE	BIT NETWORK FEES	\$125.00
EXPRESS COLLECTIONS, INC.	GARNISHMENT	\$250.00
FALKENBURG, JOE	MILEAGE REIMBURSEMENT	\$174.72
FINK, TERESA L	COURT REPORTER	\$269.40
FR COUNTY TREASURER	FIRST INTERSTATE	\$37.20
GOLDEN WEST TECHNOLOGIES	SERVICE/NETWORK	\$62.50
HAGEMAN, WAYNE	MILEAGE REIMBURSEMENT	\$6.30
HEARTLAND PAPER COMPANY	SUPPLY	\$10.16
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$585.00
HOT SPRINGS ACE HARDWARE	SUPPLY	\$177.88
CITY OF HOT SPRINGS	4TH QTR. FIRE SPRINK	\$24.00
IOWA LABORER'S DISTRICT	HEALTH INSURANCE	\$19,002.00
LIUNA LABORERS LOCAL 620	UNION DUES	\$325.00
LAKOTA CONTRACTING, INC.	UNIFORM ALLOWANCE	\$126.75
LE SUEUR COUNTY SHERIFF	TAX DEED SERVED	\$70.00
MARTY'S TIRE & AUTO BODY	CAR MAINTENANCE	\$96.00
NATIONWIDE RETIREMENT SOL	NATIONWIDE RETIREMENT	\$29.42
NEW YORK LIFE INSURANCE	NEW YORK LIFE INSURANCE	\$65.00
NEWMAN TRAFFIC SIGNS	SIGNAGE	\$1,094.91
NORTON, TINA	CONTRACT NURSE INMATE	\$1,750.00
NOVOTNY, ROBERT	MILEAGE REIMBURSEMENT	\$33.60
CHILD SUPPORT PAYMENT CNT	CHILD SUPPORT	\$655.00
O'NEILL, JUSTIN	CAAF	\$478.90
PENNINGTON COUNTY JAIL	TRANSPORTATION	\$315.50
PENNINGTON COUNTY SHERIFF	TAX DEED SERVED	\$50.00
QUILL CORPORATION	OFFICE SUPPLIES	\$412.40
RANCHERS FEED & SUPPLY	SUPPLY	\$213.30
RAPID CITY JOURNAL (THE)	ADVERTISING/PROCEEDING	\$369.03
RAPID CITY POLICE DEPT	BLOOD DRAWS	\$1,644.00
SOUTH DAKOTA ST TREASURER	SALES TAX	\$20.80
SDACC	ANNUAL DUES SDACC	\$2,014.00
SDACO	2020 SDACO DUES	\$759.08
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$17,011.46
SECRETARY OF STATE	VOTER REGISTRATION	\$50.00
SERVALL	RUG/UNIFORM SERVICE	\$377.31
SKINNER, MATTHEW L. PC	CAAF	\$7,640.15
SD SUPPLEMENT RETIREMENT	SDRS SUP RETIREMENT	\$1,300.00
UNITED WAY BLACK HILLS	UNITED WAY DONATION	\$37.00
VANWAY TROPHY	NAME PLATE	\$33.15

VERIZON WIRELESS	CELL PHONE PLAN	\$685.63
WEICHMANN, CYNTHIA	COURT REPORTER	\$129.20
SIDES, JOHN	MILEAGE REIMBURSEMENT	\$176.40
WYATT, JERRY	MILEAGE REIMBURSEMENT	\$184.80
COMMISSIONERS	NOVEMBER SALARIES	\$4,100.00
ELECTION	NOVEMBER SALARIES	\$106.00
AUDITOR'S OFFICE	NOVEMBER SALARIES	\$15,804.92
AUDITOR'S OFFICE	OVERTIME	\$445.26
TREASURER'S OFFICE	NOVEMBER SALARIES	\$12,815.47
TREASURER'S OFFICE	OVERTIME	\$19.23
STATE'S ATTORNEY'S OFFICE	NOVEMBER SALARIES	\$11,188.04
STATE'S ATTORNEY'S OFFICE	OVERTIME	\$25.51
MAINTENANCE	NOVEMBER SALARIES	\$10,051.92
MAINTENANCE	OVERTIME	\$128.19
ASSESSOR'S OFFICE	NOVEMBER SALARIES	\$15,142.75
ASSESSOR'S OFFICE	OVERTIME	\$34.34
REGISTER OF DEEDS OFFICE	NOVEMBER SALARIES	\$7,741.51
REGISTER OF DEEDS OFFICE	OVERTIME	\$4.50
VETERAN'S SERVICE OFFICE	NOVEMBER SALARIES	\$3,426.68
GIS OFFICE	NOVEMBER SALARIES	\$3,385.04
SHERIFF	NOVEMBER SALARIES	\$29,293.76
SHERIFF	OVERTIME	\$3,412.54
JAIL	NOVEMBER SALARIES	\$15,995.79
JAIL	OVERTIME	\$1,313.32
CORONER	NOVEMBER SALARIES	\$300.00
NURSE'S OFFICE	NOVEMBER SALARIES	\$3,716.66
EXTENSION OFFICE	NOVEMBER SALARIES	\$3,479.44
EXTENSION OFFICE	OVERTIME	\$14.18
WEED AND PEST OFFICE	NOVEMBER SALARIES	\$5,003.89
	TOTAL FOR GENERAL FUND	\$133,020.23
<b>COUNTY ROAD &amp; BRIDGE</b>		
A & B WELDING SUPPLY CO	WELDING SUPPLIES/LEASE	\$129.26
FIDELITY SEC. LIFE INS CO	EYE INSURANCE	\$71.70
AMERICAN FAMILY ASSURANCE	AMERICAN FAMILY ASSURANCE	\$350.88
BLACK HILLS ENERGY	UTILITY POWER ELECTRIC	\$746.47
BOMGAARS	SUPPLIES	\$47.03
BROSZ ENGINEERING, INC.	ENGINEERING	\$550.00
BUCHHOLZ, MARTIN	CLOTHING ALLOWANCE	\$150.00
BUILDER'S FIRST SOURCE	SUPPLY	\$265.44
BUTLER MACHINERY CO.	SUPPLIES/REPAIRS	\$26,031.67
DALE'S TIRE & RETREADING	TIRE PARTS/SUPPLY	\$1,284.36
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$485.40
FLOYD'S TRUCK CENTER	REPAIRS/PARTS	\$232.82
EFTPS	PAYROLL TAXES	\$9,846.49

FALL RIVER AUTO SUPPLY	AUTO PARTS/REPAIRS	\$134.45
GRIMM'S PUMP SERVICE INC	PARTS	\$48.22
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$150.00
SIMON MATERIALS	MATERIAL/ARDMORE BRIDGE	\$1,142.50
HILLYARD/SIOUX FALLS	SUPPLY	\$191.98
HOT SPRINGS ACE HARDWARE	SUPPLY	\$94.09
HOT SPRINGS AUTOMOTIVE	AUTO SUPPLY/PARTS	\$332.08
RICOH USA INC	CONTRACT SERVICE	\$75.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$3,520.00
KD CONTRACTORS INC	CRUSHED GRAVEL AND STOCKPILE	\$268,605.00
LIUNA LABORERS LOCAL 620	UNION DUES	\$150.00
MACIEJEWSKI, CALVIN	CLOTHING ALLOWANCE	\$150.00
MG OIL	INVENTORY SUPPLY/ALLOWANCE	\$17,848.00
MIDCONTINENT TESTING, INC	TESTING	\$406.80
QUALITY REAL ESTATE INC	SUPPLY/SERVICE	\$2,958.00
ROCKMOUNT RESEARCH	SUPPLY	\$745.65
SAFETY KLEEN	SUPPLIES	\$124.47
SCHUBBEL, FREDERICK JR	CLOTHING ALLOWANCE	\$150.00
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$4,955.22
SEILER, RANDY	CELL PHONE/CLOTHES REIMBURSEMENT	\$225.00
SIOUX CITY FOUNDRY	PARTS	\$350.00
TIME EQUIPMENT RENTALS	RENTAL	\$393.14
HIGHWAY DEPARTMENT	NOVEMBER SALARIES	\$39,774.14
HIGHWAY DEPARTMENT	OVERTIME	\$2,339.20
	TOTAL FOR COUNTY ROAD AND BRIDGE	\$385,054.46
<b>911 SURCHARGE REIMBURSEMENT</b>		
FIDELITY SEC. LIFE INS CO	EYE INSURANCE	\$14.62
CENTURY BUSINESS LEASING	COPIER LEASE AND USAGE	\$79.14
CREDIT COLLECTION BUREAU	COLLECTIONS	\$302.86
CUSTER COUNTY SHERIFF	ZUERCHER CONTRACT	\$16,458.73
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$472.85
EFTPS	PAYROLL TAXES	\$3,943.06
GOLDEN WEST TECHNOLOGIES	SERVICE/NETWORK	\$3,007.33
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$75.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$1,760.00
LIUNA LABORERS LOCAL 620	UNION DUES	\$50.00
PORTFOLIO RECOVERY ASSOC.	GARNISHMENT	\$149.10
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$2,042.60
TAILORED SOLUTIONS CORP	ANNUAL SOFTWARE LICENSE	\$550.00
VERIZON WIRELESS	CELL PHONE PLAN	\$44.61
DISPATCH	NOVEMBER SALARIES	\$15,790.99
DISPATCH	OVERTIME	\$1,251.07
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	\$45,991.96
<b>EMERGENCY MANAGEMENT</b>		

EFTPS	PAYROLL TAXES	\$1,504.64
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$626.50
VERIZON WIRELESS	CELL PHONE PLAN	\$92.57
FR EMERGENCY MANAGEMENT OFFICE	NOVEMBER SALARIES	\$6,041.29
	TOTAL FOR EMERGENCY MANAGEMENT	\$8,265.00
<b>L.E.P.C. GRANT</b>		
PUDWILL, NORMAN	RIDE-A-LONG	\$60.00
BASTIAN, TRACY	PILOT	\$100.00
	TOTAL FOR L.E.P.C. GRANT	\$160.00
<b>24/7 SOBRIETY FUND</b>		
EFTPS	PAYROLL TAXES	\$302.18
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$43.00
24/7 OFFICE	NOVEMBER SALARIES	\$1,984.13
	TOTAL FOR 24/7 SOBRIETY FUND	\$2,329.31
	TOTAL PAID BETWEEN 11/20/19 AND 12/3/19	\$574,821.00

Motion made by Nabholz, seconded by Russell, to take CP 2019-10 off of the table.

Motion made by Allen, seconded by Nabholz, to approve CP 2019-10 in the amount of \$77.36. With Falkenburg voting no, all others voting yes, motion carries.

Break was taken at 9:55 a.m. and meeting resumed at 10:01 a.m.

Public comment was heard from Lyle Rudloff, Lyle Jensen, Harold Salway, Paul Nabholz and Jim Angell. Discussion was held on sheriff and dispatchers, a possible crisis care center that will be looked into further, the Dewey/Burdock Project and possible at grade crossing instead of the Chilson Bridge (with comments to keep the bridge). The commissioners were also commended on the work on drug issues.

Randy Seiler, Highway Superintendent, met with the board. Motion made by Russell, seconded by Allen, to surplus the caterpillar road grader, model number 140M2, AWD, to sell. With Nabholz and Greenough voting no, all others voting yes, by roll call vote, motion carries.

Seiler updated the board about pros and cons of John Deere and Cat motor graders.

Bob Evans, Sheriff, met with the board and advised of prisoner count – 8 males, 3 females, 2 males and 2 females in Pennington County. Motion made by Allen, seconded by Greenough, to approve the 2020 law enforcement contract between Fall River County and the City of Edgemont. With Nabholz voting no, all others voting yes, the motion carried.

Motion made by Greenough, seconded by Russell, to allow Evans to use a vehicle insurance check and purchase body cameras from Watch Guard in the amount of \$9,540.00, and computers from quote from Golden West in the amount of \$14,518.00.

Evans updated the board that Deputy Vince Logue was attending AED training and the county will receive 7 AEDS for free because of this; a packet was also given to the commissioners



on number of calls taken through Dispatch.

Dan Cullen, Veteran's Service Officer, met with the board to present his third quarter report.

Motion made by Russell, seconded by Nabholz, to enter into executive session, as per SDCL 1-25-2 (1) for personnel purposes at 11:05 a.m. There are no action items when the board comes out of executive session except to adjourn.

The board came out of executive session at 11:06 a.m.

Motion made by Nabholz, seconded by Greenough, to adjourn at 11:07 a.m.

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

ATTEST:

/s/ Sue Ganje

Sue Ganje, Fall River County Auditor

# MEMORANDUM OF UNDERSTANDING

Between

## SDSU Extension and Counties of South Dakota 2020

In accordance with Chapter 4.05, Section 4.0504, Revised Code of 1939 and as subsequently amended to conduct Extension educational programs in Agriculture and Natural Resources, Family and Consumer Sciences, Community Development and 4H/Youth Development with the complete understanding of all parties concerned. SDSU Extension, the United States Department of Agriculture and the Board of County Commissioners of **Fall River County** enter in the following agreement:

### COOPERATIVE EDUCATIONAL PROGRAM DEVELOPMENT

SDSU Extension agrees to give guidance and active assistance to the 4-H Advisor in determining and carrying out 4-H and Youth Development educational programs that will be of greatest benefit to the people in the county. SDSU Extension agrees to assist the 4-H Advisor in the conduct of their work by providing program planning and development, leadership, training, supervision, and subject matter support through Extension specialists, field specialists, publications, and technology information services.

### PERSONNEL AND FINANCIAL RESPONSIBILITY OF COOPERATING COUNTY

The Board of County Commissioners agrees to furnish an office suitable to all parties of the Memorandum. The Board of County Commissioners further agrees to provide sufficient funds for qualified office administrative support, 4-H Advisor travel expenses, office supplies, and equipment, postage, demonstration and educational supplies, telephone/internet and related charges and computer/related equipment, subject to the county's budgetary authority.

The Board of County Commissioners agrees to pay annually to South Dakota State University for partial salary support of the 4-H Advisor position. Payments must be made by the 31<sup>st</sup> day of March in this calendar year. For the calendar year 2020, this is in the amount of \$10,310. This position will work 50% of time in Fall River County. Should the position become vacant during the 2020 calendar year, or portions thereof, the county shall be reimbursed on a pro-rata basis for such period(s) of vacancy at the close of the calendar year.

The Board of County Commissioners agrees to reimburse the 4-H Advisor for official use of their personal vehicle, meals and lodging on official business away from their county office headquarters at rates and policies equal to or above those established by the State Board of Finance. The 4-H Advisor will submit itemized vouchers for official travel expenses to the County Auditor for presentation to the Board of County Commissioners for payment.

The 4-H Advisor will travel within the county to serve clientele and conduct educational programming. Furthermore, the 4-H Advisor will participate in some out-of-county activities that are related to their duties for the county, e.g. State Fair, for which the Board of County Commissioners agrees to reimburse travel expenses. The Board of County Commissioners further agrees to allow the 4-H Advisor to participate in some training and special events outside of the county which are related to their duties and continued professional development. For these specific mandated professional development events, SDSU Extension will provide travel reimbursement to the 4-H Advisor.

### ACCESS TO CONFIDENTIAL DATA

Access to SDSU Extension data and communications, whether it resides on county-owned or SDSU Extension-owned equipment, shall be restricted to South Dakota State University personnel or their respective designees. As stated in the South Dakota Board of Regents Acceptable Use Policy, information resources and technology should be used to support the operations and missions of the South Dakota Regental System. Accordingly, the Chief Information Technology Office at South Dakota State University will investigate any and all allegations of misuse of technology by SDSU Extension personnel. Allegations of misuse of technology on county-owned equipment by SDSU Extension personnel will be investigated jointly by the SDSU Office of Information Technology, the Vice President of Information

Technology and the appropriate county personnel. SDSU will work with individual counties as requested to establish a standard Third Party Agreement to address network access concerns.

**COOPERATIVE PERSONNEL EMPLOYMENT POLICY**

It shall be the responsibility of SDSU Extension to screen and certify the qualifications of applicants for a vacant position. The County Commission will be represented in interviewing candidate(s) for the open position and participate in recommending approval or rejection of the candidate's employment by SDSU Extension. Salary will be determined by SDSU Extension with approval of South Dakota State University and the South Dakota Board of Regents.

If the performance of a 4-H Advisor becomes unsatisfactory, his/her employment may be terminated in accordance with South Dakota State University and Board of Regents Personnel policies. In addition, SDSU Extension may need to remove a 4-H Advisor when either appropriated State or Federal funds or the County funds are not adequate to satisfactorily carry on effective 4-H and Youth Development Extension educational programs in the county.

The employment policies of SDSU Extension and parties to this cooperative agreement are required to conform to provisions of the Civil Rights Act of 1964 and related amendments thereto prohibiting discrimination.

**APPROVAL AND/OR MODIFICATION OF MEMORANDUM**

This memorandum will be in effect when the Board of County Commissioners and SDSU Extension approve it. It supersedes all previously signed agreements and shall remain in effect until it is expressly terminated in writing by one or more of the parties concerned. This agreement should be reviewed at the first meeting of the County Commission each year for purposes of informing new members and reacquainting experienced members with its provisions.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DIRECTOR, SDSU EXTENSION



## SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

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MAIN OFFICE  
208 Island Drive  
Ft. Pierre, SD 57532

SATELLITE OFFICE  
5024 Bur Oak Place, Suite 103  
Sioux Falls, SD 57108

PHONE: 605.224.8654 Option 2  
TOLL FREE: 800.658.3633 Option 2

December 09, 2019

Dear SDPAA Members:

Thank you for your owner-membership in the South Dakota Public Assurance Alliance (SDPAA). This year marks the thirty-second anniversary of the SDPAA serving local governments throughout South Dakota.

Attached you will find a revised Intergovernmental Contract (IGC) which reflects the changes recently adopted by the SDPAA Board of Directors. These changes will take effect on January 1, 2020. The SDPAA Board of Directors made one change to the selection process for SDPAA Board members. The changes are reflected in IGC Article 5, section 2, where a new subsection c was added and it provides that a Member may only support the appointment or candidacy of one person to the SDPAA Board of Directors in any given year. The IGC terminology for Chairman and Vice Chairman was also revised to Chair and Vice Chair to be gender neutral. The rest of the IGC remains unchanged.

We believe this change to the appointment or election of Board Members will keep the Board as diverse as possible and enhance the SDPAA's ability to receive input from a wide variety of local governments in South Dakota and to be able to respond to their needs.

**At your earliest convenience, please have the appropriate authorized person sign both of the signature pages of the revised IGC on behalf of your entity and return one of the signed pages to the SDPAA in the enclosed self-addressed postage paid envelope.** The entire copy is for your file. We encourage you to review the document with your legal counsel and contact us with any questions.

We look forward to working with you to continue providing broad coverage and great services at stable, competitive rates.

Best Regards,

David A. Pfeifle, Executive Director  
South Dakota Public Assurance Alliance

**INTERGOVERNMENTAL CONTRACT  
FOR THE  
SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE**

This Contract is made and entered into by the undersigned who, upon execution of the Contract, will become contractually bound with all other signatories.

Whereas, the Acts of the State of South Dakota authorize and/or permit various Governmental Authorities to contract, and;

Whereas, the undersigned desires, along with other such entities, to form or join or reaffirm their membership in a local government risk pool to be known as the South Dakota Public Assurance Alliance, and;

Whereas, pursuant to the authority granted by SDCL ch. 1-24 and any acts amendatory thereto, the undersigned executes this document for purposes of joining or reaffirming membership, by virtue of an intergovernmental contract, the local government risk pool known as the South Dakota Public Assurance Alliance;

Now, therefore, the undersigned executes this Agreement in consideration for other Governmental Authorities executing this Agreement for the purpose of joining or reaffirming their membership in a local government risk pool known as the South Dakota Public Assurance Alliance. The undersigned agrees to abide by the terms and conditions of this Contract and all actions taken pursuant to this Contract. In consideration of the mutual covenants of all signatories to this Intergovernmental Contract it is agreed as follows:

**ARTICLE I – NAME**

The Pool created by this Contract shall be known as the South Dakota Public Assurance Alliance.

The signatories hereto, together with future signatories, establish a contractual local government risk pool for the purpose of effectuating this Agreement; which Pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of the Agreement.

**ARTICLE II – PURPOSE**

The purpose of this Agreement is to enter into an Intergovernmental Contract to form a local government risk pool, to provide for joint or cooperative action by Members relative to their financial and administrative resources for the purpose of providing risk management services and risk sharing facilities to the Members and to the Member's employees, and to defend and protect, in accordance with this Agreement, any Member of the Alliance against liability as defined under Pool Retention and in the Member's Risk Sharing Certificate. This Contract and the activities hereunder shall not constitute doing an insurance business. This Agreement is intended to create a contractual relationship and agreement between the signatories.

This Agreement shall constitute a contract among those Governmental Authorities which shall now or at any time enter into this Agreement and become Members of the Alliance.

The liability of each Member is limited to the amount of financial contributions required to be made to the Alliance pursuant to the Agreement except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII.

This Agreement shall not inure to the benefit of third parties nor does any party hereto waive such sovereign or governmental immunity as may be available to it individually.

In no event shall a Member be responsible, jointly or severally, for the liabilities of any other Member except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII.

### ARTICLE III – DEFINITIONS

In the interpretation of this Agreement the following definitions shall apply unless the context requires another interpretation:

1. Acts --“Acts” shall mean such Acts of the State of South Dakota, pursuant to which this Contract is executed, as the same may be amended from time to time.
2. Administrator -- “Administrator” shall mean the South Dakota Public Assurance Alliance.
3. Agreement --“Agreement” shall mean this Intergovernmental Contract for the South Dakota Public Assurance Alliance and all of the counterparts subsequently executed.
4. Alliance --“Alliance” shall be the sum of all the contracts or contractual obligations of the Members.
5. Annual Operating Contribution --“Annual Operating Contribution” shall mean those amounts necessary to fund the expenses of the Alliance.
6. Basis Rate --“Basis Rate” shall mean that amount annually promulgated by the Administrator deemed necessary to provide the Scope of Coverage afforded to a Member for the period of one year corresponding to the Risk Sharing Certificate effective date with due consideration to the Member’s individual characteristics.
7. Board --“Board” shall mean the Board of Directors of the South Dakota Public Assurance Alliance.
8. Casualty Coverage --“Casualty Coverage” shall mean the coverage afforded a Member for Casualty Risk, pursuant to the Member’s Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.
9. Casualty Risk --“Casualty Risk” shall mean General Liability, Government Officials Liability, Law Enforcement Liability, Automobile Liability and other similar coverages usual to a Governmental Authority.
10. Claims Administrator --“Claims Administrator” shall mean any entity with whom the Administrator enters a contract for claims services.
11. Contract(s) --“Contract(s)” shall mean this Agreement and all of its counterparts.
12. Governmental Authority --“Governmental Authority” shall mean a public agency or any joint power agreement or separate entities consisting entirely of public agencies as defined in the Act.
13. Limits of Coverage --“Limits of Coverage” shall mean the limits of coverage established by any applicable coverage document, the Risk Sharing Certificate, and any other document or agreement that establishes and controls limits of various coverages provided to the Member.
14. Member --“Member” shall mean a Governmental Authority participating in the South Dakota Public Assurance Alliance by executing this Agreement.
15. Member’s Contribution --“Member’s Contribution” shall mean all amounts paid by Members and allocated to the Operating Fund.

16. Operating Fund --“Operating Fund” shall mean those amounts allocated to and designated as “Net Assets-Unrestricted” in the Alliance’s financial statements, as a result of increasing such amounts by the Annual Operating Contribution and investment income, and subtracting the expenses of the Alliance.
17. Pool --“Pool” shall mean the cumulative funds collected under this Contract and the contractual activities conducted hereunder, also sometimes referred to as the Alliance. The Pool is the sum of all Members’ funds and contractual duties, benefits and obligations.
18. Pool Retention --“Pool Retention” shall mean the amount that the Board may determine to retain as a designated retention from time-to-time.
19. Property Coverage --“Property Coverage” shall mean the coverage afforded a Member for Property Risk, pursuant to the Member’s Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.
20. Property Risk --“Property Risk” shall mean Property, Vehicle Physical Damage, Inland Marine, Crime, Boiler and Machinery, and other similar coverages usual to a Governmental Authority.
21. Risk Sharing Certificate --“Risk Sharing Certificate” shall mean that document provided a Member evidencing the scope, nature, term, and limits of participation in the Alliance.
22. Scope of Coverage --“Scope of Coverage” shall mean the coverage, limits, and deductibles as established and defined in this agreement, any applicable separate coverage document, the Risk Sharing Certificate, and any other applicable document defining or establishing such terms, and subsequent amendments thereto.

#### **ARTICLE IV – MEMBERSHIP**

Contractual membership of the Alliance shall consist of Governmental Authorities who have entered into this Agreement or its counterpart by and through an individual duly authorized to execute this Agreement, and who have agreed to make the Member’s Contribution pursuant to the further provisions hereof. Members agree to the admission of future Members and acknowledge that they shall have no right to object to the addition of such Members provided they are admitted in accordance with the terms hereof. This Agreement shall be automatically renewed unless the provisions for withdrawal or termination are applied.

Each Member shall appoint an individual and an alternate to represent the Member with the Alliance. That individual or alternate shall act as a liaison between the Member and the Alliance for purposes of relating risk reduction and loss control information, and any other information or instructions concerning the obligations of the Member imposed by this Agreement and the rules and regulations established hereunder. The individual or alternate shall cast, on behalf of the Member, any vote which the Member is required or permitted to cast.

The obligations of Members of the Alliance shall include, but not necessarily be limited to, the following:

1. To promptly report to the Administrator or designated Claims Administrator any incident which could result in a claim being made by or against the Member within the Scope of Coverage.
2. To cooperate with and institute to the degree possible all loss prevention procedures established by the Administrator.
3. To provide to the Administrator such information as needed for rating purposes, including but not limited to, a completed renewal packet and any supplement questionnaires, as requested, and a budget approved by

Member's governing body of all revenues and expenditures for any fiscal year of the Member requested by the Administrator.

4. To provide representatives of the Administrator access to all records, including financial records and/or properties of the Member, provided the Administrator determines the information or access is necessary.
5. To cooperate with the Administrator and any employee, officer or independent contractor relating to the purpose and powers of the Alliance.
6. To allow attorneys and others employed by the Administrator to represent the Member in investigation, settlement, and all levels of litigation arising out of any claim made against the Member within the Scope of Coverage furnished by the Alliance.
7. To pay when due all annual contributions or other contributions, due or required, pursuant to this Agreement.

#### ARTICLE V – BOARD OF DIRECTORS

1. Administration of the Contract(s). The administration of this Contract(s) and management of the Alliance shall be governed by a Board of Directors of eleven (11) members comprised of six (6) municipal representatives, three (3) county representatives and the Executive Directors of the South Dakota Municipal League and the South Dakota Association of County Commissioners.
2. Qualifications of Members of the Board. Members of the Board shall be either:
  - a. Elected officials of an Alliance Member provided the governing board or the member in question has supported their appointment or candidacy by Resolution; or
  - b. Representatives, employees or appointed officials of an Alliance Member provided the governing board or the Member in question has supported their appointment or candidacy by Resolution; or
  - c. No Member may support the appointment or candidacy of more than one person to the Board in any given year. If such person is later unable to assume office as a member of the Board for any reason, then this prohibition shall not apply.
  - d. The Executive Directors of the South Dakota Municipal League and the South Dakota Association of County Commissioners are qualified by the nature of their respective positions and shall remain standing members of the Board.
3. Eligibility and Vacancies. Should the number of members of the Board become reduced due to disqualification, death, incompetence, resignation or other cause, the remaining members of the Board may appoint a person or persons to fill such a vacancy or vacancies until the time of the next annual meeting of the South Dakota Public Assurance Alliance so that the Board shall be maintained numerically during that time. At the next annual meeting of the South Dakota Public Assurance Alliance, the Nominating Committee of the Board of Directors shall recommend one candidate to fill each vacant position on the Board for the remainder of the term left open and Member entities of the South Dakota Public Assurance Alliance present at that annual meeting shall vote on the candidate recommended by the Nominating Committee in the manner described in paragraph 4 below. Any member of the Board may resign by sending notice of his/her resignation to the Chair of the Board and the Administrator.
4. Election and Term of Members of the Board. An election shall be held at the annual meeting of the South Dakota Public Assurance Alliance to fill any Board position that is open, or will become open as the result of an expiring term or vacancy as described in paragraph 3 above. Applications for all open positions to be filled at such an election shall be submitted in writing to the Nominating Committee of the Board of Directors at least thirty (30) days prior to the date of the South Dakota Public Assurance Alliance annual meeting in question. The Nominating Committee will consider all applications received and recommend one candidate to fill each open Board position. The election held at the annual meeting of the South Dakota Public Assurance Alliance shall be determined by a majority of those Alliance Member entities present and voting at the annual meeting with each Member entity having one vote. A candidate recommended by the Nominating Committee and nominated at the annual meeting shall be deemed elected if he/she receives more than 50% of the votes cast by those Member entities present and voting at the



election. If the candidate nominated fails to receive a majority of votes cast at the election then the Nominating Committee shall recommend a second person to stand at election at the same annual meeting. Board members elected at such an election shall take office on the following January 1. All Board members shall be elected to a three (3) year term. A Board member may be removed for just cause by a majority vote of the Board of Directors. There shall be no prohibition on election to successive terms.

5. Meetings of the Board. The Board of Directors shall hold its annual meeting in conjunction with the annual meeting of the South Dakota Municipal League. The Board shall meet a minimum of four (4) times per year and at such other times as called by the Chair. Any item of Alliance business may be considered at such meetings. Special meetings may be called by a majority of the Board of Directors. Meetings may be held by telephone or by written executed document.

Any member of the Board who has two (2) absences from the meetings of the full Board that have not been excused by the Chair in any one (1) calendar year may be replaced by the Board.

6. Executive Committee. The Executive Committee shall be comprised of five (5) members including the three officers elected by the Board, one at-large Board Member selected by a majority vote of the Board and the Executive Director of the South Dakota Municipal League. The Committee shall be chaired by the Chair of the Board. The Committee shall inform and direct the Executive Director of the South Dakota Public Assurance Alliance on Board policy and shall make recommendations to the Board as it deems necessary for the prudent operation and management of the Alliance.
7. Officers. By majority vote, the Board of Directors, at its December Board meeting, shall select from the members of the Board, a Chair, Vice-Chair, and Secretary/Treasurer.

#### **ARTICLE VI – POWERS AND DUTIES**

The Board of Directors shall be permitted and the undersigned authorizes it to perform and carry out, or delegate to others to perform and carry out, on behalf of the undersigned, each and every act necessary, convenient or desirable to, and for carrying out the purpose of this Contract and the Alliance, including but not limited to:

1. Administer the Alliance, receive Member's Contributions (contracted obligations) to the Alliance, and settle and pay claims and losses on behalf of its Members;
2. Make and enter into contracts to conduct and operate the Alliance;
3. Employ employees and agents on behalf of the undersigned;
4. Incur liabilities and charges against the common funds of the Alliance, but no charge, liability or obligation so incurred shall be the charge, liability or obligation of any individual party to this Agreement;
5. Sue or be sued in the Member's name or collective names, and defend such claims;
6. Acquire, or dispose of real and/or personal property;
7. Advise Members on loss control guidelines and procedures, and provide Members with risk management services, loss control, and risk reduction information;
8. Purchase for the Members reinsurance and/or excess insurance and/or enter into such excess risk sharing pools as may be available and deemed desirable for the protection of the Members and/or the Alliance itself;
9. Invest, on behalf of the Members, Alliance funds in securities and investments in a prudent and lawful manner;
10. Promulgate procedures and regulations for the general administration of this Contract(s);

11. Take such action as is necessary to terminate the participation/contract of any Member that fails to comply with the reasonable requirements of the Administrator concerning contractual obligations;
12. Provide surety and/or fidelity bonds, as may be available, for members of the Board, and all persons charged with the custody or investment of Alliance monies.

#### **ARTICLE VII – LIABILITY OF THE BOARD OF DIRECTORS, ADMINISTRATOR, OR EMPLOYEES**

The members of the Board of Directors, the Administrator, its directors, officers, and employees shall:

1. Use reasonable and ordinary care in the exercise of their duties hereunder;
2. Be afforded all of the privileges and immunities that may attach under any applicable law;
3. Not be liable for, and be held harmless and defended by the undersigned and from Alliance funds, for any act of negligence, any mistake of judgment or any other action made, taken or omitted in good faith;
4. Not be liable for any loss incurred through investment of funds or failure to invest such funds.

The Administrator may purchase, subject to availability and cost, insurance providing coverage for the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees.

The undersigned shall and the funds of the Alliance shall be used to hold harmless and defend the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees for any act or omission taken or omitted in good faith by the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees. The hold harmless and indemnity provisions of the undersigned shall be joint and several with all signatories to this Contract; provided, however, this obligation shall be considered an expense of the Alliance and in no event shall any individual signator be liable for more than its pro rata annual contribution herein except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII. Nothing contained herein shall be construed as to require the undersigned to hold harmless or defend any party from any act done in bad faith or any breach of a fiduciary duty.

No covenant or agreement contained herein shall be deemed to be the covenant or agreement of any member of the Board of Directors or the Administrator nor any of its employees and none of such persons shall be subject to any personal liability or accountability by reason of the acceptance of a position or the undertaking of the performance of any of the responsibilities, obligations or duties contemplated in the carrying out of this Agreement, whether by virtue of any construction, statute or rule of law.

#### **ARTICLE VIII – ESTABLISHMENT OF OPERATING FUND**

1. The Board shall establish a budget which shall consist of Member's Contributions in amounts not less than the Administrator deems sufficient to annually produce the sum of money reasonably necessary to fund the expenses and any deficiencies which may occur in the Alliance's Operating Fund regulatory authority; the sum of which shall be known as the Annual Budget.
2. Thirty (30) days prior to the Alliance's fiscal year end, or at such other time as directed by the Board, the Administrator shall prepare an Annual Budget for the succeeding fiscal year. The Annual Budget shall be used to assist in determining the annual rates for the Alliance. The rates determined by the approval of the Annual Budget by the Board of Directors are used to determine the contributions for each Member, based on their exposures. Members' Annual Operating Contributions will be determined on an individual basis, based on detailed analysis of exposures and for a one (1) year period from their Risk Sharing Certificate effective date of coverage.
3. In the event that the Operating Fund becomes deficient during any Alliance fiscal year, the Alliance shall liquidate any and all assets and continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the

Risk Sharing Certificate until all funds of the Alliance are exhausted. After such time, all coverages and payment of valid claims shall be the sole and separate obligation of each individual Member.

**ARTICLE IX – MEMBER’S WITHDRAWAL, CANCELLATION, OR TERMINATION**

1. Members agree to continue membership for a period of not less than one (1) full year. At the conclusion of such period, or anniversary thereof, a Member who has given sixty (60) days prior written notice to the Alliance may withdraw. Within 120 days following withdrawal, or as soon thereafter as the next Annual Budget is completed, the Alliance will advise the withdrawing Member their total calculated portion of contributions made to the Alliance that shall be refunded.

Refunds shall be calculated based on the pool’s total contributions, along with the Member’s total contributions, current losses, unpaid losses, and loss expenses, the Member’s loss ratio, and number of membership years.

Members who withdraw from the pool shall receive a calculated portion of their contributions refunded for unpaid casualty losses, based on the following schedule:

Years	Percentage
1	55%
2	50%
3	40%
4	35%
5	30%
6+	20%

All refunds shall be paid to the withdrawing Member over a five-year term.

Anything contained in this Agreement to the contrary notwithstanding, a Member’s election to cease participation in the Alliance for Property Coverage shall not constitute a withdrawal under any other terms and conditions of the Agreement. Property Coverage applies only to losses or claims which occur prior to the termination date. All rights for reimbursement or any right to claims against the Alliance shall terminate for Property losses which occur after the termination date.

Effective 12:01 a.m. on the date of the withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all known and unknown Casualty Coverage claims or claims expense shall thereafter become the sole responsibility of the withdrawing Member without regard to whether a claim occurred or was reported prior to the withdrawal of the Member’s participation in the Alliance.

Effective 12:01 a.m. on the date of the withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all Property claims and claim expense incurred thereafter shall become the sole responsibility of the withdrawing Member. Any Property claim reported in a timely manner not to exceed sixty (60) days after its occurrence shall be covered by the Alliance if the claim occurred during the period the Risk Sharing Certificate was in effect and if coverage is otherwise available under the Risk Sharing Certificate.

At the request of the withdrawing Member, the Alliance will continue to service all claims which have been reported to the Alliance during the withdrawing Member’s period of participation so long as the withdrawing Member shall promptly reimburse the Alliance for all claims expenses incurred. Payment of all claims so serviced by the Alliance for the withdrawing Member shall be the sole responsibility of the withdrawing Member and the Alliance shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph.

Anything contained in this Agreement to the contrary notwithstanding, a Member that has given notice of withdrawal may rescind said notice provided written notice of rescission is sent to the Alliance within the sixty (60) day period and provided further all contributions required from said Member are made in a timely fashion.

2. The Alliance may, by a two thirds (2/3) majority of the Board and by providing a Member sixty (60) days prior written notice, cancel that Member's participation in the Alliance and terminate its Intergovernmental Contract effective at the end of any Risk Sharing Certificate year. Thereafter, it shall be the responsibility of the Alliance to defend, settle, and pay claims within the scope and limits set forth in the cancelled Member's Risk Sharing Certificate in effect on the date of the occurrence out of which such claim arose. This provision shall apply solely to claims which occurred during a Member's participation and evidenced by the Member's Risk Sharing Certificate. The cancelled Member shall have the right, prior to the actual date of cancellation, to withdraw from the Alliance by giving notice of such withdrawal. Electing to so withdraw, the Member shall be subject to the provisions of paragraph one (1) of this Article. Failing to elect to give notice of withdrawal, the cancelled Member forfeits all rights to a refund of any contributions made to the Alliance by said cancelled Member.
3. Any Member failing to make payments when due as required by this Agreement shall be terminated from the Alliance effective on the date the payment was due and upon that effective date of termination all coverages and benefits hereunder shall cease. All known and unknown claims and claims expenses thereafter shall become the sole responsibility of the terminated Member without regard to whether a claim occurred or was reported prior to the termination of the Member's participation in the Alliance. At the request of the terminated Member, the Alliance will continue to service all claims which have been reported to the Alliance during the terminated Member's period of participation so long as the terminated Member shall promptly reimburse the Alliance for all claims the terminated Member and the Alliance shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph. The terminated Member shall also forfeit all rights to any return of contributions and the Alliance shall apply any or all of the terminated Member's forfeited funds to the Operating Fund. If the Member shall subsequently submit its payment, the Administrator may, in its discretion, reinstate such membership.

#### **ARTICLE X – SCOPE OF RISK SHARING PROTECTION**

1. The Alliance provides risk sharing protection to each Member and will make or secure payment on behalf of each Member under criteria and procedures established for the payment of claims as provided in the Member's Risk Sharing Certificate. As long as a Member continues to renew its annual Risk Sharing Certificate, any claim that occurred during the period the Risk Sharing Certificate is in effect shall be considered for payment as provided in the Member's Risk Sharing Certificate.
2. The Alliance may obtain excess insurance, reinsurance, or join in excess risk sharing pools.
3. In the event that a claim or series of claims exceeds the amount of the risk sharing protection provided by the Member's Risk Sharing Certificate, or in the event that a claim or a series of claims should exhaust the Operating Fund and any reinsurance, then payment of valid claims shall be the sole and separate obligation of the individual Member or Members against whom the claim was made and perfected by litigation or settlement.
4. A Member may purchase, in its sole discretion, any insurance coverage in addition to those amounts purchased by the Alliance.
5. The Board may make changes in the Scope of Coverage, the amount of risk sharing protection or risk sharing retention by the Alliance upon consideration of the needs and requirements of Members, loss experience, and/or the kind and amounts of reinsurance or other excess coverage available. Where the Board takes such action, immediate notice after taking of such action shall be sent to all Members or their representatives.

#### **ARTICLE XI – TERMINATION**

The Alliance shall terminate at such time as two-thirds (2/3) of the municipal and county Members vote for such termination. After a vote to terminate, the Board shall commence with the orderly liquidation of the Alliance's business and shall complete the same as promptly as possible. During such period of liquidation the Alliance shall continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the Risk Sharing Certificate until all funds of the Alliance are exhausted. After payment of all claims and losses, any remaining funds held by the Alliance shall be paid to all Members of the Alliance at the time of the vote of termination, on a pro rata basis determined by the Board.

To the extent of the existence of funds in the Operating Fund, no Member shall be responsible for any claim, claims, judgment or judgments against any other Member or Members. If upon termination of the Alliance the remaining assets of the Alliance are insufficient to satisfy indebtedness of the Alliance (excluding claims or judgments against the Members), such deficiency shall be made up by assessments against Members of the Alliance on a pro rata basis determined by the Board.

#### **ARTICLE XII – MISCELLANEOUS PROVISIONS**

1. The provisions of this Agreement shall be interpreted pursuant to the laws of the State of South Dakota.
2. The parties hereto consent that courts in the State of South Dakota shall have jurisdiction over any dispute arising under this Agreement. The terms of this Agreement may be enforced in a court of law in the State of South Dakota either by the Alliance or by any Member.
3. The consideration for the obligations imposed upon Members pursuant to and under this Agreement shall be based upon the mutual promises and agreements of all Members who now execute or who hereinafter execute this Agreement.
4. This Agreement may be executed in duplicate originals or counterparts now or at any time in the future. The individual executing this Agreement on behalf of the participating Member hereby represents and certifies that he/she is duly empowered to so execute this document.
5. No waiver of any breach of this Agreement or any provisions herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.
6. This Agreement shall be binding and shall inure to the benefit of all Members who shall have executed this Agreement and complied with the financial requirements hereunder and provided that the Members shall have been duly approved in accordance with the terms and provisions of this Agreement.
7. The provisions of this Agreement shall be deemed severable and if any provision or part thereof is held illegal, void or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid or binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement shall not in any way be affected or impaired but shall remain binding in accordance with their terms and this Agreement shall be so interpreted.
8. This Agreement and the Risk Sharing Certificate contain the complete Agreement between the parties and no representations or oral statements made or heretofore given shall constitute a part of this Agreement. In the event that any provision of this Agreement is in conflict with or is incompatible with such, the terms and conditions of this Agreement shall prevail and take precedence.
9. This Agreement may be altered or amended only by amendments duly adopted in accordance with the terms and conditions of this Agreement; provided, however, that the Risk Sharing Certificate may be amended from time to time to reflect the exposures of each Member and such changes shall be exempted from the preceding terms of this paragraph.
10. The caption headings used in this Agreement are used merely for identification purposes and shall not be deemed a part of this Agreement.
11. Whenever in this Agreement words, including pronouns, are used in the singular or plural, or masculine or feminine, they may be read and construed in the plural or singular, or feminine or masculine, respectively, wherever they so apply.

12. This Agreement may be amended by the Board with the approval of two-thirds (2/3) of the members of the Board. All Members agree to properly execute and adopt amendments so approved.
13. The Board may, with the approval of two-thirds (2/3) of the members of the Board, elect to reform or reconstitute the Alliance to a stock, mutual, or reciprocal insurance company operating as a captive, Risk Retention Group, or other risk sharing entity.
14. The Alliance shall maintain a fiscal year ending December 31.

**ARTICLE XIII – AGENT AND OFFICE**

The agent of the Alliance for service of notice shall be the Administrator, 208 Island Drive, Ft. Pierre, SD 57532.

**ARTICLE XIV – NOTICE**

All notices required to be given under this Agreement pursuant to Article IX shall be in writing and sent by certified mail, return receipt requested, with postage prepaid. Notices by a Member to the Alliance shall be sent to the address in Article XIII to the attention of the Administrator. Notices to any Member shall be sent to the representative of the Member at the Member’s last known address.

Notices to be given under this Agreement pursuant to Article X, 5. shall be sent to all Members or their representatives following Board action.

In the event that any party to this Agreement desires to change its address, notice of change of address shall be sent to the other party in accordance with the terms and provisions in this Article.

In Witness whereof, this Agreement was executed on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, by the undersigned duly authorized officer of the Governmental Authority indicated below:

GOVERNMENTAL  
AUTHORITY: Fall River County  
Name of Entity

ACCEPTED FOR THE  
SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

By: \_\_\_\_\_

By: 

PRINT NAME: \_\_\_\_\_

TITLE: Executive Director  
ADMINISTRATOR ON BEHALF OF ALL OTHER  
CURRENT AND FUTURE SIGNATORIES

TITLE: \_\_\_\_\_

- 12. This Agreement may be amended by the Board with the approval of two-thirds (2/3) of the members of the Board. All Members agree to properly execute and adopt amendments so approved.
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GOVERNMENTAL  
 AUTHORITY: Fall River County  
 Name of Entity

ACCEPTED FOR THE  
 SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

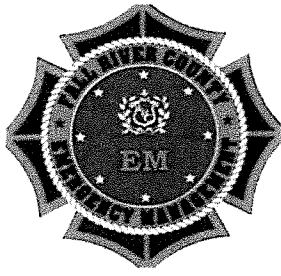
By: \_\_\_\_\_

By: *David H Pfeiffer*

PRINT NAME: \_\_\_\_\_

TITLE: Executive Director  
 ADMINISTRATOR ON BEHALF OF ALL OTHER  
 CURRENT AND FUTURE SIGNATORIES

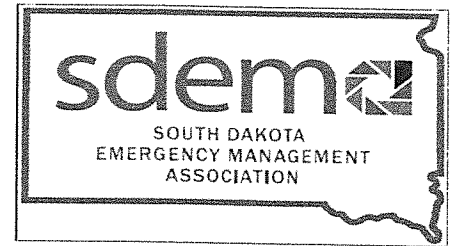
TITLE: \_\_\_\_\_



*Emergency Management  
Fall River County*

*Franklin W. Maynard CEM CFM  
906 N. River St.  
Hot Springs, SD 57747*

*605 745-7562 605 890-7245 frem@qwtc.net*



Date: December 17, 2019

Subj: Commission Update

1. **National Cyber Security Review:** The NCSR has been completed and a copy forwarded to Homeland Security on December 10, 2019. This is a HLS requirement for reimbursement for any HLS grant expenditures.
2. **Federal Surplus:** I am requesting approval to add Vince Logue to the authorization list. Vince is in Rapid City regularly and when Items are purchased from Federal Surplus he would be allowed to pick the items up.
3. **South Annex Water Heater:** The water heater in the annex is oversized for the amount of hot water used daily. As a result, a hydrogen sulfide odor is emitted whenever the hot water is used, creating a very offensive odor. This issue has been ongoing and I am requesting approval to obtain pricing on having a tankless system installed.
4. **South Annex Sewer Odor:** On many occasions, the south annex has a strong sewer smell. Richard has been pouring water down the floor drains every Monday, but this has not corrected the issue. I am requesting approval to have a plumbing firm check the vent stacks, etc. to determine the cause. This affects the Nurse's Office also.
5. **Training:** I participated in the ASFPM webinars on November 5, 2019 and December 10, 2019 and received 1 CEU toward my Certified Floodplain Manager certification for each webinar.
6. **Fires & Incidents:**
  - 12/9/2019: Sig.1: Hwy 18 & 385: Oelrichs Fire & Ambulance, Fall River Sheriff's Office
  - 12/10/2019: Sig. 1 Accident Hwy 18 Bypass: Hot Springs Police, Fall River Sheriff's Office, Hot Springs Fire, Hot Springs Ambulance.
  - December, 2019: Numerous controlled burn throughout the county.

A handwritten signature in cursive script that reads 'Franklin W. Maynard'.

Franklin W. Maynard, CEM, CFM  
Emergency Manager  
Fall River County  
906 N. River Street  
Hot Springs, SD 57747



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: 12-10-2019
<b>SHERIFF'S DEPARTMENT GAS PURCHASES:</b>
FROM DATE: 11-01-2019
THROUGH DATE: 11-30-2019
<b>TOTAL GALLONS: 1022.70</b>
<b>TOTAL: \$ 2278.35</b>

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: 12-10-2019
<b>WEED BOARD FUEL PURCHASES:</b>
<b>FROM DATE: 11-01-2019</b>
<b>THROUGH DATE: 11-30-2019</b>
<b>GALLONS: 106.10</b>
<b>TOTAL: \$ 238.25</b>

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: 12-10-2019
<b>COURT HOUSE ...FUEL/GAS PURCHASES :</b>
(All Departments)
FROM DATE: 11-01-2019
THROUGH DATE: 11-30-2019
GALLONS: 146.80
<b>TOTAL: \$ 326.86</b>

## Items to Consider

You would be able to sell the Rear Ripper and front lift group from your 140M saving \$5,000-6,000.

The John Deere 772GP includes automatic cross-slope which is a \$9,000 value and makes grading easier, smoother and more consistent.

Best in Class serviceability with best access to filter bank and coolers.

Automatic reversing fan. Keeps coolers clean and efficient.

Larger Roomier Cab

2) Steering choices included with a wheel and joystick. Most operators prefer a wheel at higher speeds and snow plowing.

RDO Loaner program. Talk to Pennington and Meade County.

Fuel Savings (see attachment) Using JD Eco Mode will save 5-10%.

Model year 2020 vs Cats quoted 2019

Over 200 G series John Deere Graders working in SD alone.

RDO's Market share in Graders has doubled since introducing the 772GP in 2009.

RDO great parts and service support, 24/7 and full time field Customer Support Advisor.



**JOHN DEERE**

## Investment Proposal (Quote)

RDO Equipment Co.  
1540 Deadwood Avenue  
Rapid City SD, 57702  
Phone: (605) 348-1566 - Fax: (605) 348-7496

Proposal for:  
FALL RIVER COUNTY HIGHWAY DEPARTMENT  
27518 CASCADE RD  
PO BOX 939  
HOT SPRINGS, SD, 57747  
FALL RIVER

Investment Proposal Date: 11/18/2019  
Pricing Valid Until: 12/18/2019  
Deal Number: 1260970  
Customer Account#: 5137012  
Sales Professional: Wade Iszler  
Phone: (605) 348-1566  
Fax: (605) 348-7496  
Email: [wiszler@rdoequipment.com](mailto:wiszler@rdoequipment.com)

### Comments

Sourcewell JD Contract Number: 032515-JDC  
Contract Period: July 19, 2015 – May 18, 2020  
Eligibility: Sourcewell cooperative members; state and local governments, public and private accredited schools, as well as public serving non-profit agencies.

### Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2020 JOHN DEERE 772GP	\$305,968.34
			Freight Out	\$0.00
			Enhanced Service Coverage Warranty Travel Time and Mileage	\$0.00
			Inside Parts manuals	\$0.00
			Warranty -John Deere Comprehensive-84 Months, 7000 Hours,Deductible: 0, Exp Date: 11/18/2026	\$0.00
1	TBD TBD	0	Attachment - New 2019 LITTLE FALLS MACHINE V-90	\$9,995.00
<b>Equipment Subtotal:</b>				<b>\$315,963.34</b>

### Purchase Order Totals

Balance:	\$315,963.34
Tax Rate 3: (SDEG 0%)	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$315,963.34
Cash with Order:	\$0.00
Balance Due:	\$315,963.34

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2020 JOHN DEERE 772GP	8470T 772G MOTOR GRADER 1030 MULTIFUNC JOYSTICK CONTROLS 1140 9.0L ENG,EPA FINAL TIER IV 1240 ALTERNATOR 200 AMP 1310 QUICK SERVICE GROUP 1420 SEV DUTY FUEL FILTER/LINES 1610 HYDRAULIC PUMP DISCONNECT 170C JDLINK ULT 5 YEAR SERVICE 1830 BLACK EXHAUST STACK 2070 14'X27"X1" MB (8" CEX5/8") 2575 NOT TOPCON READY 2605 ENGLISH LABELS & DECALS 2775 NO TOPCON RADIO INSTALLATION 2820 SNGL INPUT W/ SLIP CLUTCH 4636 17.5R25 G2/L2 1*SNO MICH 3PC 5060 EH LOW CAB W/ WINDOWS 5510 AUTOSHIFT TRANSMISSION 5710 TRANS VALVE SOLENOID GUARD 5815 HYDRAU-GREASE,OIL,FUEL,COOLN 6010 CAB PRECLEANER 6140 PREM POST/CONT FAB EH CNTRLS 6595 EH FRT W 3AUX/MID W 3AUX 6650 EH PLACE HOLDER 6740 BALDERSON LIFT GROUP 6810 REAR RIPPER/SCARIFIER COMBO 7160 DLX LIGHTING PKG W/HAL +8XTR 7810 STANDARD FT FENDERS 8120 CONVERTER, 25 AMP 24V TO 12V 8220 MIRRORS, EXTERNAL HEATED 8310 LOWER FRONT INT WIPER/WASHER 8410 RADIO AM/FM/WB 8510 A/C - CHARGE 8730 NO SOUND ABSORPTION PKG 8810 REAR CAMERA 9005 REAR FENDERS NARROW 9130 REAR RETRACTABLE SUNSHADE 9210 PEDAL DECELERATOR 9220 FIRE EXTINGUISHER 9270 SNOWPLOW LIGHTS 9299 BEACON STROBE LEFT 9360 HEATER ENG COOLANT, 120V 9370 ETHER AID - LESS CANISTER 9395 AJUSTING ROTARY EJECTOR PRCL 9430 9 EXTRA SCFR SHANKS W/TEETH 9460 MOLDBOARD EXTENSION, 2FT LH 9636 17.5R25 SNOW SPARE TIRE
1	TBD	2019 LITTLE FALLS MACHINE V-90	GV-90-FS V-90-FS GVPLSSOLID BALDERSON HOOKS WELDED SOLID FREIGHT Freight

## **GUARANTEED BUYBACK TERMS**

Customer: Fall River County

Address: Hot Springs SD

Phone Number: (605) 745-5137

Contact: Randy Seiler

Machine: 2020 JD 772GP

Serial Number: TBD

Guaranteed Buyback amount: \$ 129,200

Maximum hours and/or years allowed: 7,000/7 years

Delivery Date: January 2020

Hour meter reading: New<10

***In order for the full dollar amount of the buyback to be given, the machine must comply with the following conditions.***

- Transmission, engine, hydraulics, and other drive train components must be oil scanned and have clean reports. All components must be in good, clean working order free of any hazardous materials
- All sheet metal must be straight with no dents, cracks, or holes. The paint should be in good condition with no excessive rust. The overall appearance needs to be straight and clean.
- All tires must be at least 50% tread life remaining and be in good operable condition with no excessive cuts or weather cracking. If a crawler unit undercarriage must be at least 50% remaining.
- The cab can not have any cracked, broken, or badly scratched glass. All lights and mirrors must be in working condition with no cracks or breaks.

NOTES:

Customer signature \_\_\_\_\_ Date \_\_\_\_\_

*The Customer has been explained and agrees to all terms and conditions listed above.*

Store manager signature \_\_\_\_\_ Date \_\_\_\_\_

Start Date	End Date	Make	Model	Equipment Type	Key On (gallons)	Idle (gallons)	Low Load (gallons)	Med Load (gallons)	HI Load (gallons)	Total Fuel (gallons)	Average Fuel Rate (gallons/hr)
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	147.7	1253	2390.4	2059.2	5850.3	5.4
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	210.7	1225.4	1404.4	2701.6	5542.1	5
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	339.4	696.1	2372.1	4248.6	7656.1	6
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	207.4	1320.2	1795.2	2328.6	5651.4	5.3
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	18.8	66.8	191.5	706.7	983.8	5.5
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	22.3	49.4	203.5	639	914.2	5.2
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	30.7	75	336.7	488.7	931	5.6
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	45.9	48.5	174.9	504.8	774.2	5.6
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	31.7	100.9	345.9	338.2	816.6	4.2
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	50.1	57.2	293.8	488.8	889.9	5.3
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	21.3	67.4	289.2	280.2	658.1	5.7
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	59	113.9	298.4	436.8	908.1	5.9
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	171.5	903.3	2375	1727.5	5177.3	4.9
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	21.2	79.7	345	586.7	1026.5	6
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	35.7	91.8	333.5	371.3	832.3	4.2
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	46	118.7	336.9	361.5	863.2	4.1
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	31.8	49.8	331	207.5	620.1	4.4
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	129.6	1970.6	1707	533.2	4340.4	3.9
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	281	1165	2519.9	1401	5366.9	5.2
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	227.5	1035.4	1897	1651.4	4811.4	4.7
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	27	35.1	161.4	579.1	802.7	5.2
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	231.5	1399.1	2062.1	1331.5	5024.2	4.8
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	133.1	600	870.3	458.6	2061.9	4.4
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	22.6	39	236.8	255.8	574.3	4.1
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	252.3	251.5	2217.9	4039.3	6761	6.4
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	132.3	245	1007.2	1543.2	2927.8	5.9
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	251.8	333.6	2080	3451.7	6117	6.3
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	325	557.4	1662.1	3311	5855.5	5.9
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	354	156.6	2354.6	3653.3	6518.6	6.3
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	256.3	284.5	3359.5	4170.2	8070.6	6.5
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	31.6	89.9	267.2	886.1	1274.8	5.4
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	64.7	23	89.1	1058.2	1234.9	5.7
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	35.1	33.4	78.6	846.1	993.3	6.4
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	173.1	374	3294	776.9	4618.1	5.8
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	186.7	875.9	2902.3	794.7	4759.6	4.8
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	242.2	733.5	3275.3	1522.6	5773.5	5.9
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	232.2	384.5	3209.1	2247.5	6073.3	6.4
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	18.7	37.3	326.6	805.5	1188.1	5.7
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	32.9	35.3	144.3	291.6	504.1	5.7
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	31.2	93.4	314.1	395.2	833.9	5.4
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	194.6	1290.5	2466	2476.8	6427.8	5
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	3	0.2	0.1	0	3.3	2.2
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	14.4	52.5	101.6	44.2	212.6	3.7
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	16.3	16.6	113	128.6	274.4	4.2
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	44.1	43.3	162.1	90.5	340	3.3
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	94.1	182.6	568.7	347.5	1192.8	4.5
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	16.9	8.5	13.9	24	63.2	3.5
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	15.8	26	93.4	435.3	570.5	4.2
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	229.9	557.9	1621.5	310.9	2720.1	4.4
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	30.5	35.2	159.4	1186.1	1411.3	4.9



3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	22.4	26.8	91.4	101.2	241.8	4.1
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	36.3	41.7	351.3	784	1213.3	5
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	69.5	51.4	334.8	798.3	1254.1	5.3
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	16.6	26.1	204.7	209.6	456.9	6
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	27.1	93.1	491.7	411	1022.8	4.8
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	21.9	70.5	322.4	159.1	573.9	4.8
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	105.9	308	1329.4	356.4	2099.7	5.6
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	1	0.3	0.2	0	1.5	3.2
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	382	576.6	1111.1	662	2731.7	3.6
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	106.6	349.8	511.4	301.5	1269.2	4
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	97	161.8	655.9	376	1290.7	4.8
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	132.9	205.3	416	515.5	1269.7	4.2
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	331.3	867	1492.9	1264.9	3956.1	4.4
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	116.4	224.8	440.2	308.7	1090.1	3.9
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	104.6	202.5	381.7	486.8	1175.6	4.3
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	402.5	622.7	1737.7	1034	3796.9	4.2
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	157.4	211.9	735.3	590.8	1695.4	4.6
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	59.6	137.6	530.1	340.4	1067.7	5.2
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	101.3	88.1	350.3	473.2	1012.8	5.1
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	34.4	79.6	300.5	167.9	582.5	4.6
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	301.2	252.6	1109.2	860.2	2523.2	4.5
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	473	1093.4	2085.2	1901.9	5553.5	4.3
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	140.3	212.9	306.7	313.1	973	3.6
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	614.1	1050.1	2305.8	1445.3	5415.3	4
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	70.8	220	603.1	371.5	1265.4	4.8
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	63.3	105	229.7	463	861.1	4.9
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	336.8	997.4	1134.9	489.6	2958.7	3
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	0.8	0.2	0.5	0	1.6	2.6
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	37.6	7.9	73.6	55.8	175	4
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	20.7	179.6	124.5	17.9	342.7	3.5
3/1/2018	2/28/2019	JOHN DEERE	772G	MOTOR GRADERS	0	28.8	27.9	96	1014	1166.7	6.6

4.845679012

## GROUPCODE

## GRADERS

Count of STOCKNO Row Labels	Column Labels						Grand Total	
	670G	672G	770G	770GP	772G	772GP		872G
PENNINGTON CNTY HWY DEPT						11	1	12
MEADE COUNTY HIGHWAY DEPT						10		10
FLEET - HISTORY						7		7
DEWEY COUNTY HIGHWAY DEPT						7		7
CLARK COUNTY HIGHWAY DEPT						6		6
PERKINS COUNTY HWY DEPT						4		4
BROOKINGS COUNTY HWY.						4		4
CITY OF STURGIS		4						4
CITY OF WATERTOWN		2			1	1		4
BROWN COUNTY - HWY DEPT						4		4
AURORA COUNTY						4		4
DICKEY COUNTY HWY DEPT						4		4
EDMUNDS CO HWY DEPT-I						4		4
STANLEY CO HIGHWAY DEPT						3		3
LYON COUNTY HIGHWAY DEPT		1				2		3
BRULE COUNTY						3		3
HAND COUNTY				1		2		3
TODD COUNTY						2		2
ROBERTS COUNTY HWY DEPT						2		2
GREGORY COUNTY HWY DEPT						2		2
TRIPP COUNTY						2		2
ROSEBUD SIOUX TRIBE-ROADS						2		2
ZIEBACH COUNTY						2		2
GRANT COUNTY HWY DEPT						2		2
JONES COUNTY						2		2
POLLMAN EXCAVATION, INC.							2	2
LOISEAU CONSTRUCTION, INC.								2
ROSEBUD SIOUX TRIBE - MTR FUELS						2		2
CHARLES MIX COUNTY						2		2
SJOLIE CONSTRUCTION, L.L.C.						2		2
DEUEL COUNTY						2		2
HUTCHINSON COUNTY				1		1		2
OST MOTOR FUELS						2		2
HYDE COUNTY HWY						2		2
CLINTON TOWNSHIP						1		1
SOUKUP CONSTRUCTION, INC						1		1
REINICKE CONSTRUCTION, INC.						1		1
FAIRVIEW TOWNSHIP						1		1
SWEETMAN CONST. CO. DBA:				1				1
FEIKEMA BROTHERS						1		1
DAY COUNTY HIGHWAY DEPT.				1				1
BENTON TOWNSHIP						1		1
RUNGE ENTERPRISES, INC.							1	1
FRIESSEN CONSTRUCTION CO.						1		1
STAN KOPFMANN						1		1
GLENWOOD TOWNSHIP						1		1
MARTIN TOWNSHIP (MN)						1		1
GRAND MEADOWS TOWNSHIP						1		1
NEIMAN SAWMILL, INC						1		1
CITY BROOKINGS STR DEPT						1		1
DELL RAPIDS TOWNSHIP						1		1
CITY OF DELL RAPIDS						1		1
DEUTSCH EXCAVATING, LLC							1	1
CITY OF LUVERNE		1						1
SHARON TOWNSHIP						1		1
CITY OF RAPID CITY						1		1
SPINK COUNTY HIGHWAY DEPT						1		1
BIGELOW TOWNSHIP (MN)						1		1

STARR TOWNSHIP										1
VALLEY SPRINGS TOWNSHIP										1
CAMPBELL COUNTY HIGHWAY-I										1
WEBSTER CITY AUDITOR	1									1
MATTHAEI EXCAVATING										1
WILMONT TOWNSHIP										1
MOODY COUNTY HIGHWAY DEPT										1
B&B CONTRACTING, INC.										1
CUSTER COUNTY HIGHWAY DEPT										1
CITY OF WINNER										1
DAYTON TOWNSHIP										1
KANARANZI TOWNSHIP										1
RANSOM TOWNSHIP (MN)	1									1
KULM TOWNSHIP										1
BEAVER CREEK TOWNSHIP										1
LIBERTY TOWNSHIP										1
BUFFALO COUNTY										1
LISMORE TOWNSHIP										1
RUSHMORE FOREST PRODUCTS										1
LITTLE ROCK TOWNSHIP (MN)	1									1
BURK TOWNSHIP										1
LOGAN TWNSHP, DELL RAPIDS										1
SPEARFISH FOREST PRODUCTS										1
CITY OF YANKTON	1									1
SPRINGDALE TOWNSHIP										1
LYMAN COUNTY										1
DUFFIELD CONSTRUCTION LLC.										1
BAKER TIMBER PRODUCTS										1
STEVE LEHRKAMP DBA										1
LYONS TOWNSHIP										1
TIMBERWEST MFG, LLC										1
MAGNOLIA TOWNSHIP										1
ELK TOWNSHIP										1
MARSHALL CO HWY DEPT-I										1
W & N CONSTRUCTION, INC.										1
INDIAN LAKE TOWNSHIP										1
WESTERN LEASING, LLC										1
JACKSON CO HIGHWAY SD										1
WORTHINGTON TOWNSHIP										1
JERAULD COUNTY										1
ALBA TOWNSHIP										1
JOHN BRENER										1
Grand Total	1	11	7	1	157	5	4			186

Plus

City of Sioux Falls

36

# MAXIMIZE YOUR UPTIME

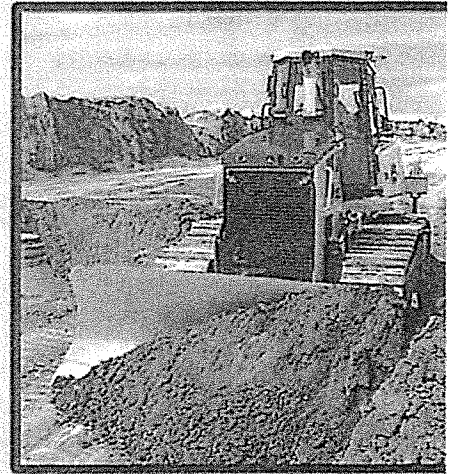
Our customer guarantee for the ultimate service and care.

Dependability • Commitment • Performance



The RDO Promise - Uptime Guaranteed™ is an exclusive promise only from RDO Equipment Co. We set a new industry standard that guarantees the ultimate service to our customers when you purchase John Deere equipment from RDO Equipment Co. No other John Deere or competitive brand dealer offers this high-level of guarantee to its customers. To you, our customer, we promise to strive for: **dependability, commitment, and performance.**

*Ask our sales professionals for complete details.*



[www.rdoequipment.com](http://www.rdoequipment.com)



**Dependability • Commitment • Performance**

***The RDO Promise - Uptime Guaranteed™ includes\*:***

1. **Equipment walk around upon delivery (Included)**
  - A qualified RDO Equipment Co. employee will be responsible for a thorough explanation of the machine when the unit is delivered
2. **Balance of Basic Factory Warranty (Included)**
3. **FREE loaner (Included)\***
  - RDO Equipment Co. will make every effort possible to supply the customer a free loaner during the first 12 months of ownership, if it is determined we cannot get your machine up and running within 36 hours
  - \*Excludes production-class equipment.*
4. **FREE travel time on warranty items during Basic Factory Warranty period (Included)**
5. **FREE After Sales Inspection (Included)**
  - RDO Equipment Co. will conduct a machine performance inspection, including JDLINK™ Machine Performance Reports and machine inspection after purchase. Machine must be in RDO Equipment Co.'s Area of Responsibility (AOR) and within the continental United States. It is the customer's responsibility to schedule the inspection walk around
6. **FREE inspection prior to unit coming out of warranty period (Included)**
  - A qualified RDO Equipment Co. employee will inspect machine before any basic or extended warranty expires
7. **Guaranteed field service response time (Included)**
  - RDO Equipment Co. guarantees a field service technician will be on the road toward your jobsite within 4 hours of contacting our field service dispatch personnel
8. **Lease or retail finance plan**
  - Optional and tailored to customer
9. **Secure Extended Warranty plan**
  - Optional and tailored to customer
10. **GPS Monitoring**
  - Optional and tailored to customer with access to the tracking data upon request
11. **Total repair and scheduled maintenance**
  - Optional and tailored to customer with preventive maintenance programs, oil samples, and machine inspections

***\*Please refer to the RDO Promise™ Customer Agreement for complete details***



[www.rdoequipment.com](http://www.rdoequipment.com)



November 11, 2019

FALL RIVER COUNTY  
 HIGHWAY DEPARTMENT  
 HOT SPRINGS, South Dakota 57747-1398

RE: RFQ 140M3 AWD – Sourcewell CAT Contract #032119

Dear Randy Seiler,

We are pleased to quote the following for your consideration.

140M3 AWD MOTOR GRADER	384-5805	\$435,910.00	MIRRORS, OUTSIDE HEATED 24V	344-0984	\$670.00
FENDERS, REAR	568-3669	\$5,030.00	CONTROL,AUTO ARTICULATION-DEMO	483-2354	\$0.00
LANE 3 ORDER	0P-9003	\$0.00	FENDERS, FRONT	449-7700	\$3,795.00
GLOBAL ARRANGEMENT,LOW AMBIENT	385-9297	\$0.00	TANK, FUEL, STANDARD	540-2373	\$0.00
ENGINE, TIER IV	567-4688	\$0.00	FAN, STANDARD	542-4660	\$0.00
SNOW ARRANGEMENT	396-1966	\$6,460.00	HEATER, ENGINE COOLANT, 120V	249-5516	\$245.00
MOUNTING, WARNING LIGHT	361-3137	\$0.00	LIFT GROUP, FRONT MOUNTING	359-3925	\$442.00
TRANSMISSION, AUTOSHIFT	396-3515	\$0.00	LINES, RIPPER, ADDITIONAL	387-8664	\$426.00
LIGHTS, ARM, FOLD DOWN	536-9969	\$0.00	COOLANT, 50/50, -35C (-31F)	469-8157	\$0.00
MOLDBOARD, 14' PLUS	349-3048	\$2,710.00	ANTIFREEZE WINDSHIELD WASHER	0P-1939	\$0.00
COLD WEATHER PLUS PACKAGE AWD	394-4524	\$3,765.00	FUEL ANTIFREEZE, -25C (-13F)	0P-3978	\$0.00
PRECLEANER, SY-KLONE	380-6775	\$750.00	ROLL ON-ROLL OFF	0P-2265	\$304.00
DRAIN, GRAVITY, ENGINE OIL	324-5328	\$0.00	HITCH, TOWING	337-7510	\$540.00
STARTER, ELEC, EXTREME DUTY	395-3547	\$408.00	LINES,STANDARD W/O ACCUMULATOR	305-2927	\$0.00
HEADLIGHTS,FRONT, HIGH,HALOGEN	308-9371	\$640.00	SEAT BELT	394-1492	\$0.00
LIGHTS, ROADING, HALOGEN	421-7810	\$0.00	NO ACCUGRADE	362-5222	\$0.00
CAB, PLUS (STANDARD GLASS)	385-9554	\$1,105.00	JOYSTICK CONTROLS, BASIC	357-9151	\$0.00
CAB, PLUS (INTERIOR)	397-7457	\$3,010.00	BASE + 4 (WM,WT-FLOAT,FL,RIP)	385-8099	\$8,960.00
FAN, DEFROSTER, REAR WINDOW	233-3137	\$0.00	GUARD, TRANSMISSION	366-2459	\$3,400.00
SCREEN AS	360-0116	\$0.00	2' LH BLADE EXTENSION		<u>\$2,770.00</u>
CONVERTER GP	361-3136	\$0.00			
SEAT, HEATED	385-8713	\$0.00	<b>Total Machine List:</b>		<b>\$509,520</b>
RADIO GP - AM/FM	477-1255	\$0.00	2019 Sourcewell Member Discount 30%		(\$152,856)
PRODUCT LINK, CELLULAR PLE641	464-6442	\$0.00			\$356,664
TIRES, 17.5R25 MX XSNO+ * G2 MP	252-0779	\$20,490.00	Butler Machinery Additional Discount		(\$87,333)
ARTICULATION GUARD	368-6239	\$1,260.00	<b>Base Price machine</b>		<b><u>\$269,331</u></b>
LANGUAGE, ENGLISH	386-1254	\$0.00	Dealer Prep, Freight, Warranty (includes mileage)**		\$42,295
DECALS, ENGLISH (U.S.)	442-9940	\$0.00	FALLS V-90-FS V PLOW		\$9,674
MOUNT,SNOW WING,FRAME RDY HAL	390-9182	\$2,295.00	Total Machine Price:		<b>\$321,300</b>
LIGHTS, WORKING, PLUS, HALOGEN	395-1967	\$1,035.00	Less Trade Allowance		(\$150,000)
LIGHT, LED WARNING STROBE	338-1132	\$565.00	<b>Price Complete -Sourcewell Cat Contract #032119</b>		<b><u>\$171,300</u></b>
CAMERA, REAR VISION	396-3921	\$2,535.00	FOB Fall River County		

**\*\*WARRANTY**  
 Standard Warranty: 12 Months Standard Warranty including 12 Months Mileage.  
 Extended Warranty: 140-AWD-84 MO/7000 HR PREMIER

County owned lift group and ripper to be re-used on new machine.

**TRADE-INS**

Model	Make	Serial Number	Year	Trade Allowance
140M2 AWD	CATERPILLAR (AA)	R9G00205	2013	\$150,000.00

Thank you for the opportunity to quote this equipment.

Sincerely,

Jerry Heiser  
Machine Sales Representative JerryHeiser@butlermachinery.com  
605-209-4671

**CATERPILLAR Model: 140M3AWDB Motor Grader**

**STANDARD EQUIPMENT**

**CONSIST NOTE - STANDARD EQUIPMENT:** - The standard equipment list includes key - components necessary for an operable - machine. -CAT Managed Freight Model -- freight to the dealer -is included in the base machine price.

**POWERTRAIN** - Air cleaner, dual stage dry type radial - seal with service indicator and - automatic dust ejector - Air-to-air after cooler (ATAAC) - Belt, serpentine, automatic tensioner - Brakes, oil disc, four-wheel, hydraulic - Demand fan, hydraulic - Differential, lock/unlock, Automatic - Drain, engine oil, ecology - Electronic over-speed protection - Engine, C9 with ACERT technology, diesel - with automatic engine derate and idle - control. EPA/ARB Tier 4 Final & EU stage - IV certified Engine & Aftertreatment - Parking brake, multi-disc, sealed and - oil cooled. - Sediment drain, fuel tank. - Tandem drive - Transmission, 8 speed forward and - 6 speed reverse, power shift, direct - drive - VHP Plus (Variable Horse Power Plus)

**ELECTRICAL** - Alarm, back-up - Alternator, 150 ampere, sealed - Batteries, maintenance free, heavy - duty, 1125 CCA - Breaker panel, ground accessible - Electrical hydraulic valves - Electrical system, 24 volt - Grade Control Ready (Cab harness, - software, electrical hydraulic valves, - bosses and brackets) - Lights, reversing - Lights, roading, roof-mounted, - stop and tail, LED - Starter, electric

**OPERATOR ENVIRONMENT** - Air Conditioning with heater - Articulation, automatic return to center - Centershift pin indicator - Display, digital speed and gear - Doors, left and right side with wiper - Gauge, machine level - Gauges (analog) inside the cab - (includes fuel, articulation, engine - coolant temp, engine RPM, - and hydraulic oil temp, DEF/AdBlue) - Joystick, adjustable armrests - Joystick gear selection, hydraulic - power steering hydraulic controls - (right/left, blade lift w/ float - position, blade sideshift and tip, - circle drive, centershift, front wheel - lean and articulation and steering) - Lights, night time cab - Messenger operator information system - Meter, hour, digital - Mirror, inside rearview, wide angle - Power Port, 12V - Radio Ready, Entertainment - ROPS cab, sound suppressed - - 69dB(A) - ISO 6394 - Seat, cloth-covered, comfort suspension - Storage area for cooler/lunchbox - Throttle control, electronic - Windows: laminated glass - - Fixed front with intermittent wiper - - Door with intermittent wipers (3) - Windows: Tempered - - Left and right side wipers - - Rear with intermittent wiper

**SAFETY AND SECURITY** - Clutch, circle drive slip - Doors, 2 engine compartment, (two left - hand, two right hand) locking - Doors, 2 service, left and right locking - Ground level engine shutdown - Hammer (emergency exit) - Horn, electric - Lockout, hydraulic implement (for - roading and servicing) - Seat belt, retractable 3" - Secondary steering - Tandem walkway/guards

**TIRES, RIMS, AND WHEELS** - A partial allowance for tires on - 10" x 24" multi-piece rims is included - in the base machine price and weight. -

**FLUIDS** - Antifreeze - Extended Life Coolant -35C/-30F

**OTHER STANDARD EQUIPMENT** - Accumulators -brake -dual certified - Drawbar, 6 shoe w/replaceable wear strips - Fluid check, ground level - Fuel tank, 105 gallon (398 L) - Ground level fueling - DEF/AdBlue Tank, 5.5 gallon (21 L) - Hydraulic lines for base functions - Pump, hydraulic, high capacity - (98cc / 15 cu in) - Radiator, cleanout access - (both sides with swing doors) - SOS ports - engine -hydraulic - -transmission -coolant -fuel - Tandem walkway/guards - Tool box - Debris Guard

**GUARANTEED VALUATION-FORWARD PURCHASE CONTRACT**

This agreement to repurchase One Cat 140M3 AWD Motorgrader s/n 0N9J01327 Equipment, is between Butler Machinery Company and Fall River County

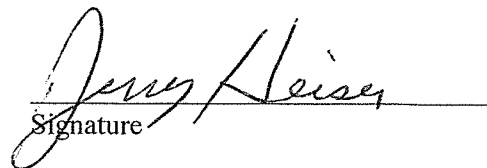
Butler Machinery Company agrees to repurchase the Equipment for \*\$135,000 at the end of 7 years from the date of delivery or 7000 hours of operation as recorded by the Equipment, whichever occurs first. The Repurchase Price only applies if the Equipment is equipped as originally delivered plus ripper and lift group (\$126,000 without) with all standard functions & accessories including but not limited to guidance systems in good working order, less normal wear subject to the following criteria:

1. All sheet metal must be straight with no dents, cracks, or holes. The paint appearance should be in good condition with no excessive rust. The overall appearance needs to be clean.
  2. Any costs to replace or repair items will be deducted from the Repurchase Price.
  3. Customer agrees to perform regular maintenance as required by the Owner's manual in order to be eligible for the Repurchase Price. Maintenance records may be requested by Butler Machinery Company for inspection.
  4. All additional accessories or modifications must be removed and Equipment must be returned in the same configuration as it was delivered.
  5. All safety items, including ROPS structures, must pass inspection by a Butler Machinery Company technician or Customer will be billed to repair or replace items that do not pass inspection.
  6. Equipment must be in sound mechanical shape and perform under full payload
  7. Equipment must not have any structural damage to the frame or frame components
  8. The cab cannot have any cracked, broken or badly scratched glass. All lights and mirrors must be in working condition with no cracks or breaks.
  9. All tires and under carriage must have 50% of the original life remaining (recapped tires are not acceptable substitutes) and be in good operable condition. If less than 50% additional charges will apply. All tires must be a matched set with the same tread type and pattern and have no excessive cuts, chunking or weather cracking.
  10. Transmission, engine, hydraulics and other drive train components must be oil sampled and have acceptable reports.
  11. Prior to the repurchase date, Customer will allow Butler Machinery Company access to the Equipment to complete a machine inspection.
  12. Customer agrees to deliver Equipment to Butler Machinery Company as outlined above and to pay for any necessary repairs to bring Equipment up to the standards outline above.
- Minimum of \$135,000 or current market value, whichever is greater as a trade in.

Agreed to this Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

BUTLER MACHINERY COMPANY

  
Signature





2727 N Plaza Dr.  
Rapid City, SD 57702

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

**Quote**

No.: **62889**

Date: 11/18/2019

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
12	HP ProDesk 600 G5 SFF - i5-9500 - 8GB RAM - 1TB HDD - Windows 10 Pro 64-bit - DVD - 3yr. Warranty	EA	\$789.00	\$9,468.00
2	HP Z2 G4 Workstation - i7-9700 - 16GB RAM - 512GB SSD - SFF - Win10 Pro 64 - Quadro P1000 4GB- DVD-RW - 0, 1 RAID - 3yr. Warranty	EA	\$1,399.00	\$2,798.00
1	Project Installation & Configuration	EA	\$5,450.00	\$5,450.00

*combined invoice - approved \$9468 + \$5,050  
(\$14,518) need balance of  
\$3198 approved. [Signature]*

Your Price: \$17,716.00

Total: \$17,716.00

Prices are firm until 12/20/2019

Prepared by: Eric Eisenbraun, ericeisenbraun@goldenwest.com

Date: 11/18/2019

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.



2727 N Plaza Dr.  
Rapid City, SD 57702

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

**Quote**

No.: **62889**

Date: 11/18/2019

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Fall River County Auditor  
906 N River Street  
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1	Project Installation & Configuration	EA	\$5,050.00	\$5,050.00

Your Price: \$14,518.00

Total: \$14,518.00

Prices are firm until 12/20/2019

**Prepared by:** Eric Eisenbraun, ericeisenbraun@goldenwest.com

**Date:** 11/18/2019

**Accepted by:** FR COMMISSION 12-3-19  
Eric - Auditor

**Date:** 12/9/19

**Disclaimer**

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2727 N Plaza Dr.  
Rapid City, SD 57702

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

**Quote**  
No.: **62925**  
Date: 11/22/2019

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
2	HP Z2 G4 Workstation - i7-9700 - 16GB RAM - 512GB SSD - SFF - Win10 Pro 64 - Quadro P1000 4GB- DVD-RW - 0, 1 RAID - 3yr. Warranty	EA	\$1,399.00	\$2,798.00
1	Project Installation & Configuration	EA	\$400.00	\$400.00

Your Price:                       
**\$3,198.00**

Total:                       
**\$3,198.00**

Prices are firm until 12/6/2019

**Prepared by:** Eric Eisenbraun, ericeisenbraun@goldenwest.com

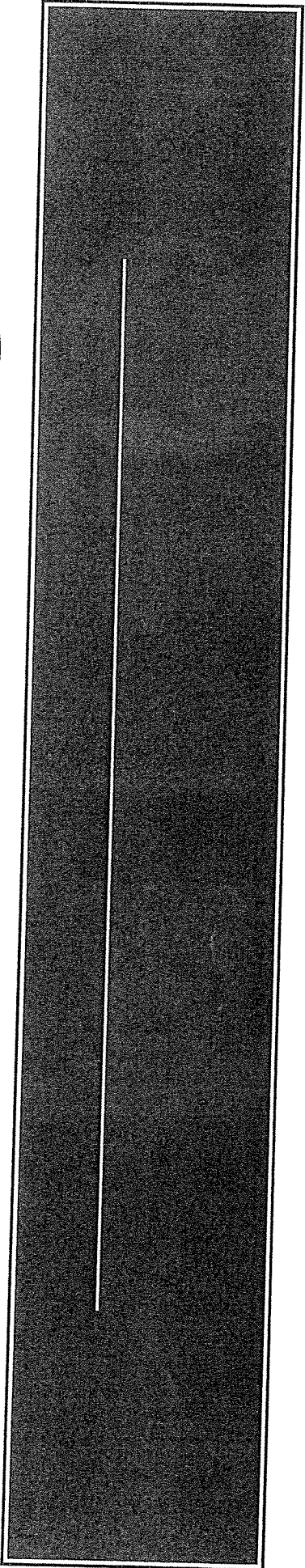
**Date:** 11/22/2019

**Accepted by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

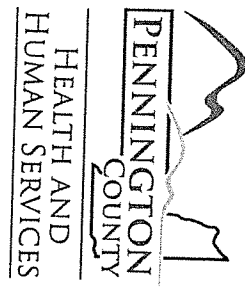
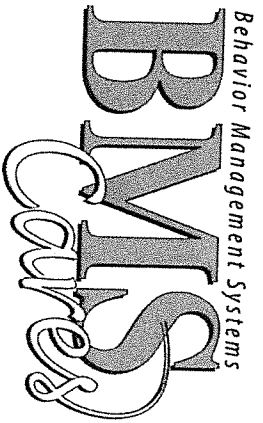
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# CARE CAMPUS

Restoring Mind, Body & Spirit



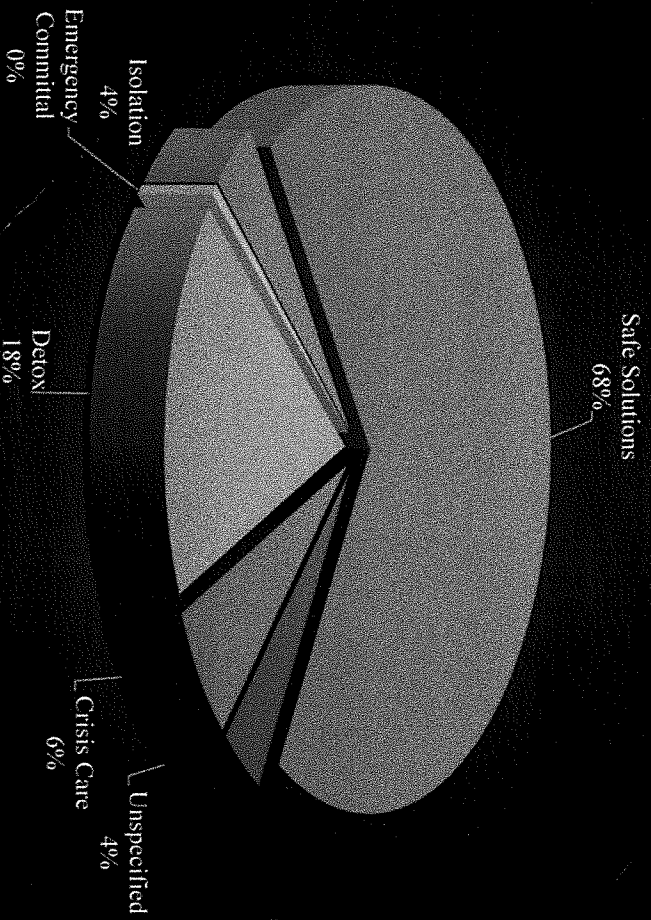
# ADMISSIONS TO CARE CAMPUS PROGRAMS

September 26, 2018 to September 26, 2019

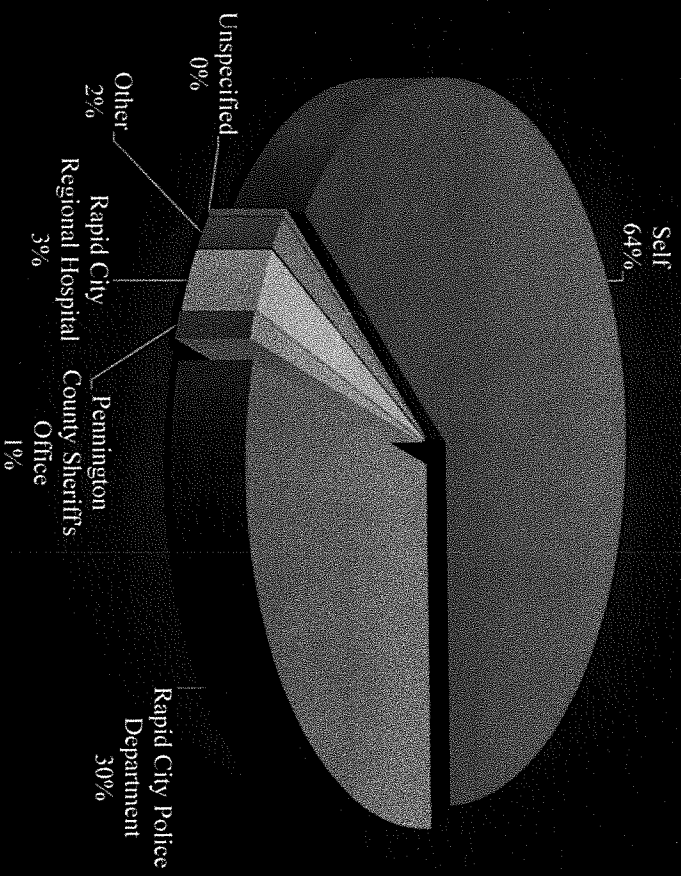
TOTAL ADMISSIONS TO CARE CAMPUS PROGRAMS IN THE FIRST YEAR

24,137

Program Type

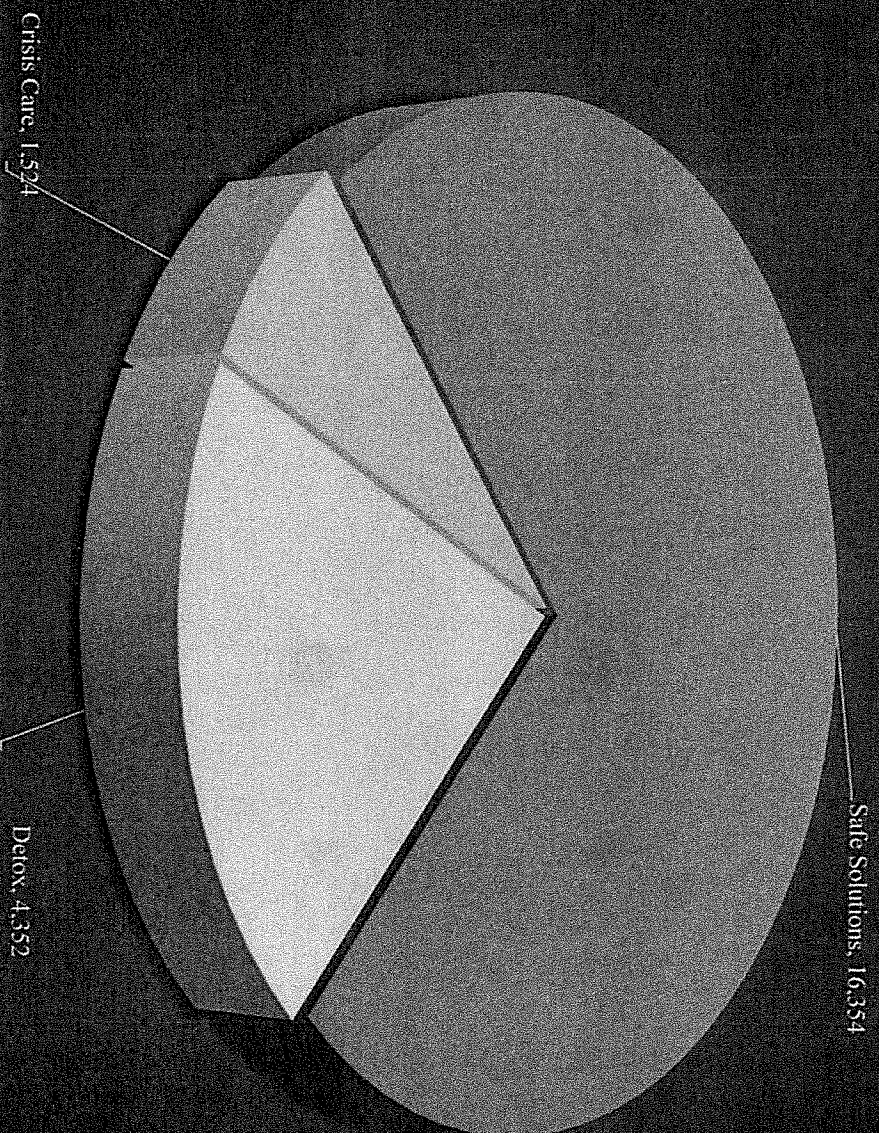


Referral Source



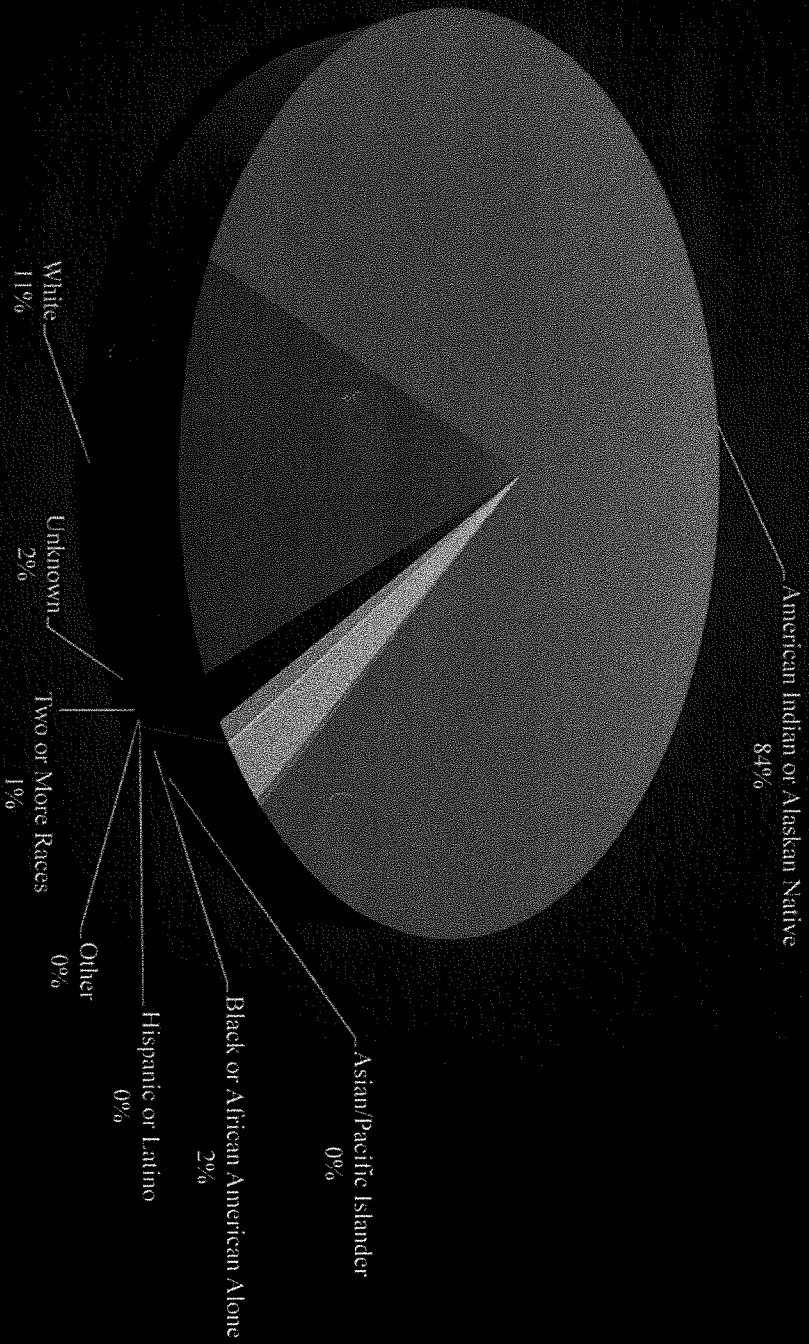
# Admissions Using Primary Care Campus Programs

September 26, 2018 to September 26, 2019



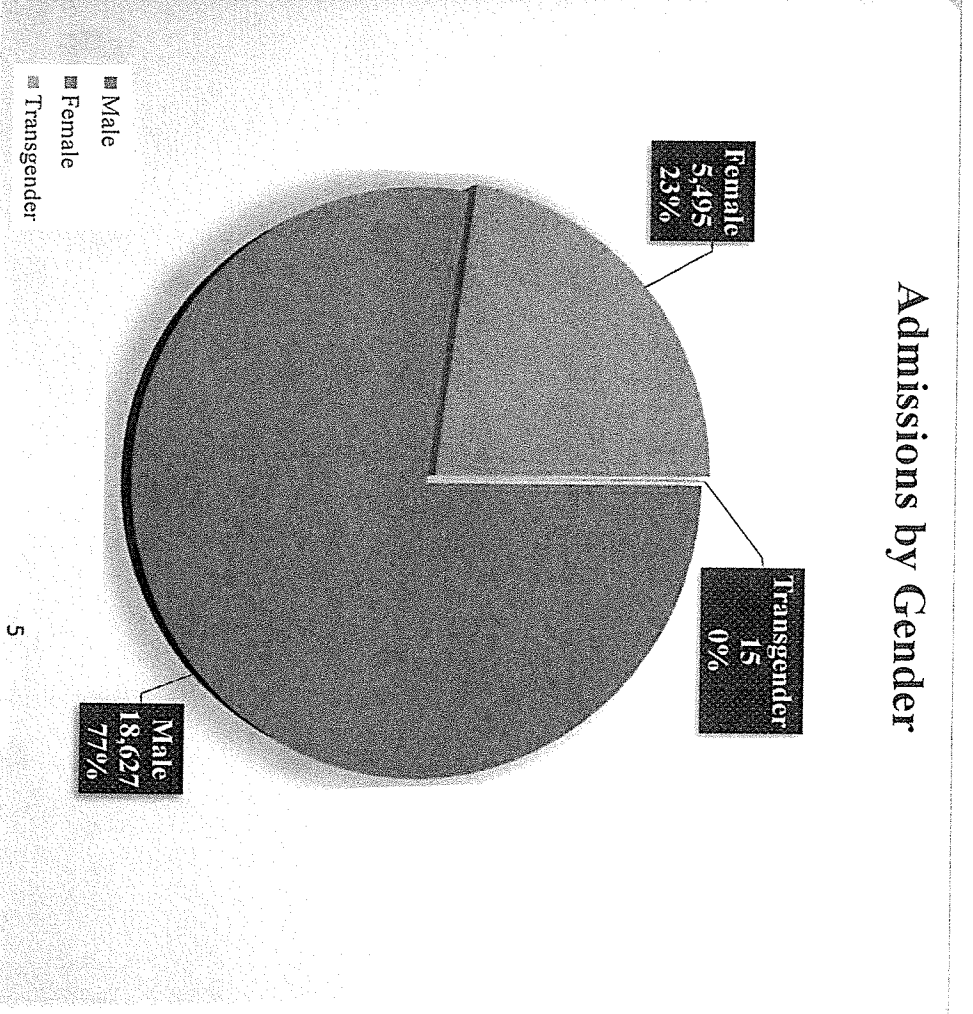
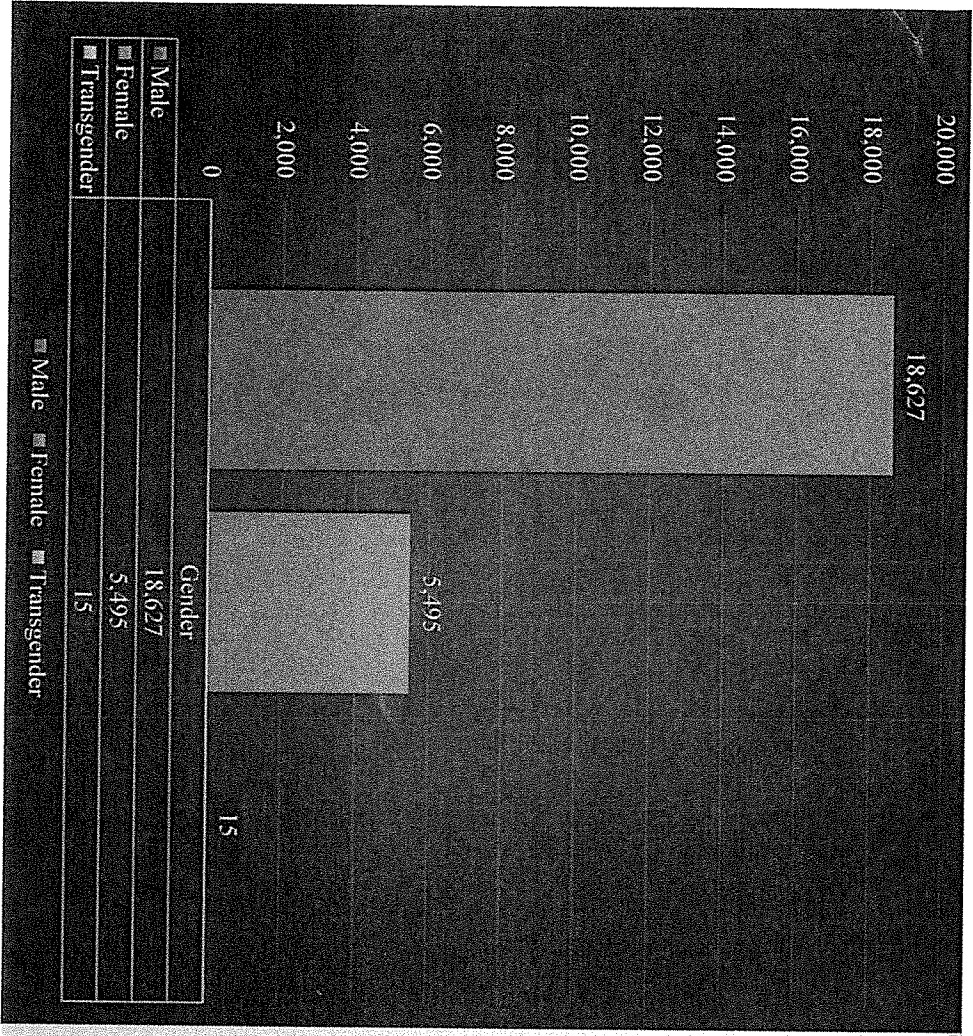
# CARE CAMPUS ADMISSIONS BY RACE/ORIGIN

September 26, 2018 to September 26, 2019



# CARE CAMPUS ADMISSIONS BY GENDER

September 26, 2018 to September 26, 2019

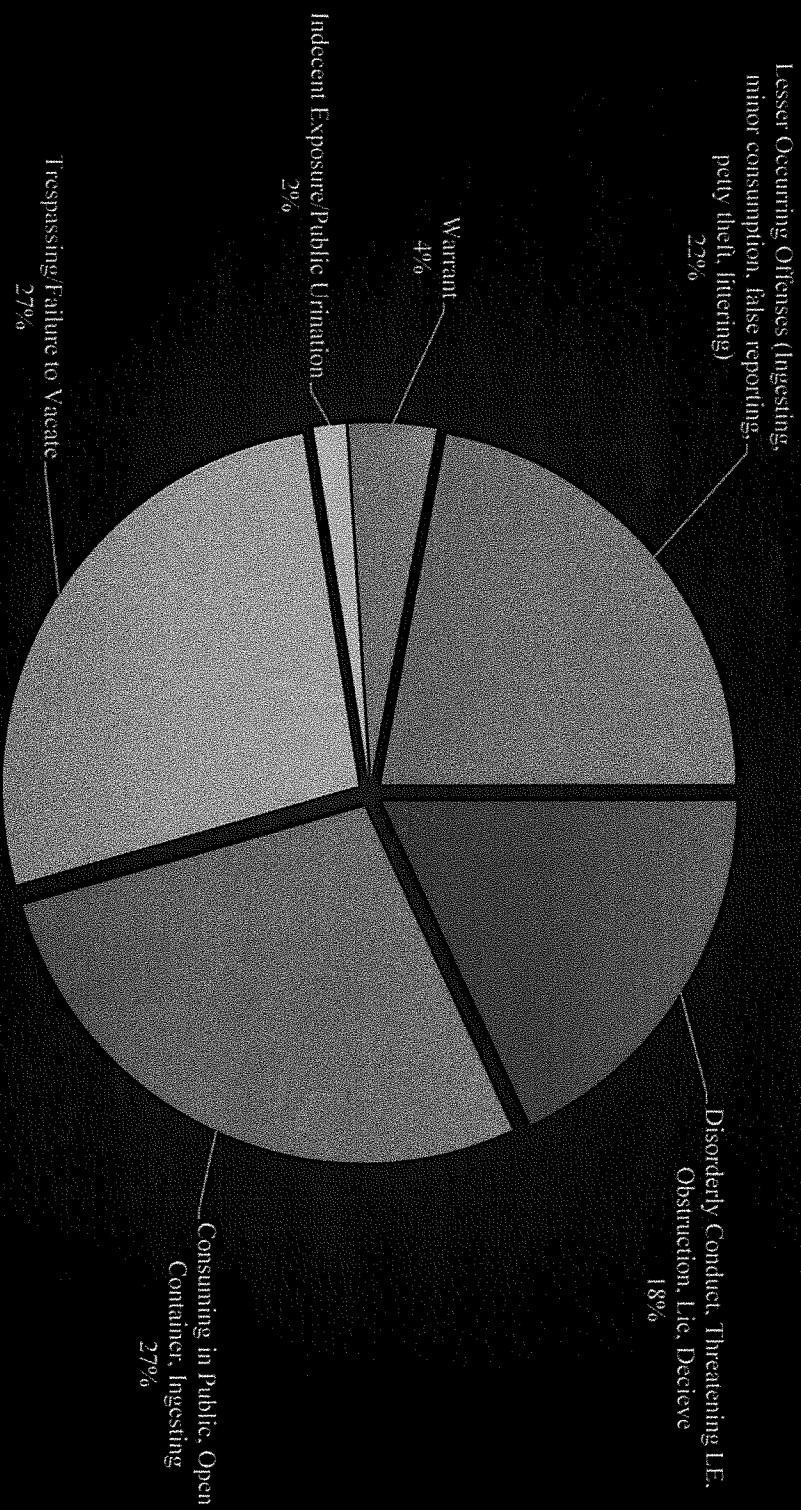




# CHARGES DIVERTED BY LAW ENFORCEMENT TO CARE CAMPUS PROGRAMS

September 26, 2018 to September 26, 2019

16% OF LAW ENFORCEMENT REFERRALS TO THE CARE CAMPUS RESULTED IN AN ALTERNATIVE TO INCARCERATION



Fall River Sheep's Canyon Gravel Test Reports

P. Nabholz

12/11/2019

County bid specifications:

Sample Dt taken Dt tested Sampled By Trsd By

3/4" spec 1/2" spec #4 spec #8 #40 #200 PI  
100 70-98 50-78 37-67 13-35 4-15 4-12

Brosz tested for Fall River	1 2 ? 3 ? 4 ?	7/25/2019 8/16/2019 ? 9/4/2019 ? 9/10/2019 ?	JC JC JC JC	100 100 100 100	97 98 98 97	57 69 71 69	30 43 48 44	14 20 22 19	11.2 16.9 17.6 15.8	4.8 Fails #8 1.7 Fails #200, PI 1.5 Fails #200, PI 2.2 Fails #200, PI	At Limit 1/2" At Limit 1/2"
Averages				100	97.5	66.5	41.25	18.75	15.375	2.55 Fails #200, PI	

NTI tested for KD Cont	4 5 6 7	7/22/2019 8/22/2019 9/10/2019 9/26/2019	Contractor E Severn Contractor E Severn Contractor E Severn Contractor E Severn	100 100 100 100	98 98 97 98	71 70 68 67	43 44 42 36	18 19 17 14	13.90 15.00 15.70 11.90	4.00 4.00 8.00 Fails #200 9.00 Fails #8	At Limit PI, 1/2" At Limit PI, 1/2", #200 At Limit 1/2"
Averages				100	97.75	69	41.25	17	14.125	6.25	

Notes: Of 28 possible Brosz test failures there were nine failures to meet spec. 9/28 is a 32% failure to meet spec.

Notes: Of 28 possible NTI test failures there were two failures to meet spec. 2/28 is a 7% failure to meet spec.

Notes: Of 56 possible combined test failures there were eleven failures to meet spec. 11/56 is a 20% failure to meet spec.

Tonnage and cost of gravel 45,000 tons and \$5.97/ton in 2019

Thoughts: Most of gravel smaller than 1/2", lots of silt.

Good practice requires all dates taken and names of those doing sampling.

Good practice requires tonnage mined between samples or running total.

Brosz test results: Every sample fails in some regard, on average fails with PI too low.

NTI test results: Two samples fail in some regard, on average meets specifications.

Sample numbering doesn't make sense, where are NTI 1-3?

No testing of fractured faces as required by county spec.