Applicant further states that the description of the property taxed, the year when taxed, the valuation thereof, the amount of state tax if any, the amount of the consolidated tax, and the amount of abatement or refund of taxes asked for are as set out in the schedule hereto attached.

Wherefore, applicant asks said board of county commissioners to grant the relief required by taw in such cases made and provided.

Wherefore, applicant asks said board of county commissioners to grant the relief required by taw in such cases made and provided.

Wherefore, applicant asks said board of county commissioners to grant the relief required by taw in such cases made and provided.

Wherefore, applicant asks said board of county commissioners to grant the relief required by taw in such cases.

Howard Subscribed and sworn to before me this and any of march as a solution of the county of march and solution that are the contributed and sworn to before me this and any of march as a solution of the county of march as a solution of the county of march and solution and this and any of march as a solution of the county of march and solution are this and a solution and any of march and any of march and solution are this and a solution are this and a solution and any of march and any of march and a solution are this and a solution and a solution are this and a solution and a solution are the solution and a solution are the solution and any of march and a solution are the solution and a solution are the solution and any of march and a solution are the solution an Allowed Amt. of Abatement or Refund SOUTH OF PROPERTY Asked Consolidated Tax STATE TAX VALUATION 20, 2023 2000 YEAR かけ DESCRIPTION OF PROPERTY In September of 2006 the City of Hot Springs purchased a parcel of land (75220-01000-00100) from Sylvia and Raymond Ecoffey in connection with the development of the floodplain in the Cold Springs Addition described as lots 1&2 Blk 10. The City received Federal funds through FEMA to purchase the property in question and as a part of that purchase, a perpetual FEMA covenant and restriction was added. Per the purchase agreement and the closing statement the parties were to prorate the 2006 real property taxes, this did not happen. Fast forward to October 2019 when the City was first made aware of this outstanding tax bill by a citizen who was looking at the unpaid taxes on the FR County website and identified the City listed as a delinquent property owner of this property. All communication from the FR County Treasurers office attempting to collect this tax has been with the previous owners, at no time was the City contacted by the County regarding this outstanding tax bill. As the legal owner of this parcel of land, The City of Hot Springs is very concerned with the outstanding tax delinquency, and have been working with County employees to attempt to resolve the issue since discovering it in October of 2019.

In an effort to clear up this matter, we are requesting the County abate the City's portion of the 2006 property taxes because; one, we are exempt by law, and two it is in the "best interest" of the County to do so. We are also requesting that any subsequent interest or penalties accrued since the City took ownership be removed. Since the property in question has the FEMA restrictions listed above, it would be very unlikely the property has any value or could be sold. The County could not re-coop any of the delinquent taxes from a sale of the property, therefore we believe it would be in the "best interest" of all involved if the City's portion of the taxes (penalties and interest) be abated and the County accept Mr. Ecoffey's payment for the original amount owed of \$644.13.

Please see SDCL§10-18-2(2), partially copied here, which indicates the ability of the County Commissioners to abate the amounts requested; The board of county commissioners may compromise, abate or rebate taxes in the following cases: (2) If the board determines that the full amount of any taxes extended and charged against any real property platted into lots and blocks cannot be realized by a sale of the property or otherwise, it may settle or compromise any of the taxes for any year or years as in its judgment is in the best interest of the county.

On March 16, 2020 the Hot Springs City Council, at a regularly scheduled Council Meeting approved the abatement of the tax. These minutes have been certified to and filed with the Fall River County Auditor. At this time we are looking to apply for an abatement under the procedures of **SDCL §§ 10-18-4 to 10-18-11** and ask that the Board of County Commissioners grant the relief requested.

Submitted on March 17th 2020 by Misty Summers-Walton, Finance Officer, City of Hot Springs

ABATEMENT Request Per SDCL 10-18-2(2)

Seeking Concurrence of Municipal Governing Body per SDCL 10-18-6 and 10-18-7

Abatement requests presented by COHS -March 16, 2020
Parcel # ABTMT Years ABTMT Type ARTM:

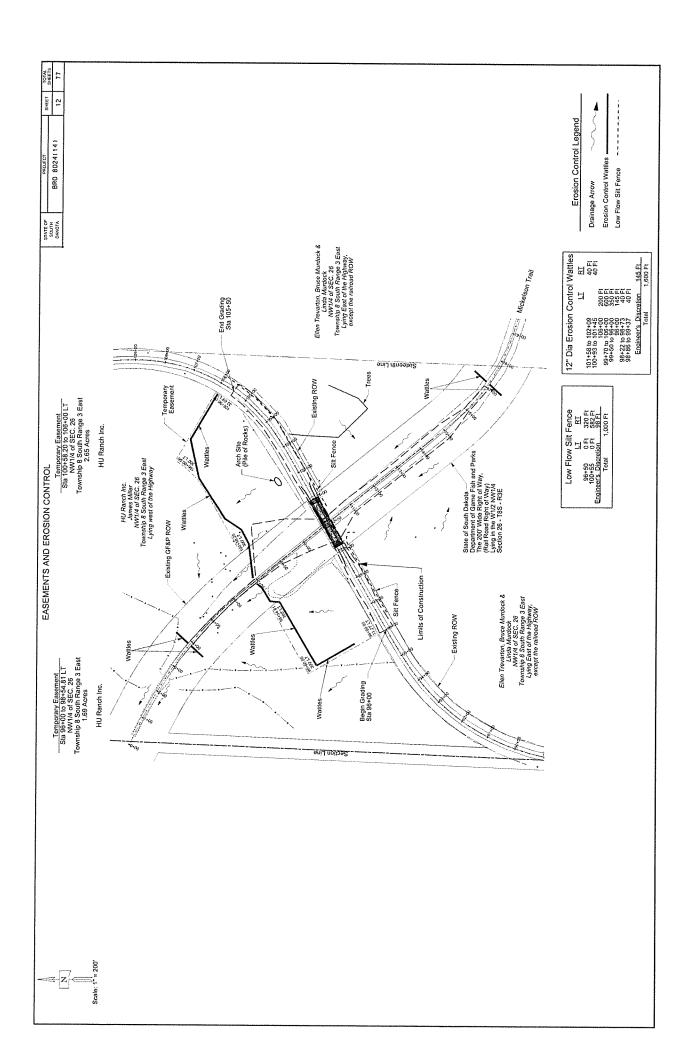
City of Hot Springs

75220-01000-00100 2006-current Pro-rated \$ ABTMT Years ABTMT Type ABTMT Amount ABATEMENT Reason

214.68 parties involved went from taxable to exempt-doubtful collectibility-best interest of

City Approved County Approved

Approved by council France officer COHS



MENTAL HEALTH CONTRACT

FALL RIVER COUNTY

This contract is entered into by and between Fall River County, South Dakota (hereinafter referred to as "County") and Shanua R Smith, a Qualified Mental Health Professional (hereinafter referred to as the QMHP), whose address is:

P.O.440 Hot	Springs	SD 57	747	
or 100 Wa	alnut Buf	falo Gas	, SD	57722

PURPOSE: The purpose of this contract is to set forth those certain terms and conditions under which the QMHP shall provide mental health services for Fall River County.

TERM: The term of this agreement shall be for a period of approximately one-year beginning 3/10/2020 and ending 3/10/2021. This agreement shall be terminated upon written notice of termination by either party with at least thirty (30) days prior notice before termination. Absent written notification of termination, this agreement shall continue under the same terms and conditions set forth herein.

COMPENSATION: In consideration of the mutual covenants and conditions set forth herein, the County hereby agrees to pay to the QMHP the sum of \$300.00 per (each mental health evaluation). A statement of services shall be submitted to the County after each evaluation and shall be paid by the County at the next scheduled County Commissioner meeting. It is understood and agreed that the QMHP is a contract employee and shall be responsible for payment of all taxes and fees including but not limited to income tax and social security.

TERMS AND CONDITIONS:

- 1. The QMHP shall be available to conduct mental health evaluations at the request of Fall River County pursuant to any and all petitions presented to the County alleging an individual to be dangerously mentally ill.
- 2. The QMHP hereby agrees to provide the Fall River Mental Health Chair, the Fall River County Dispatch, and the Hot Springs Police Department with all their necessary contact information. The QMHP shall further keep the Fall River Mental Health Chair informed of dates and times when the QMHP will be unavailable for evaluations.
- 3. It is hereby understood and agreed that the QMHP shall maintain all certifications and endorsements necessary to perform the duties required herein and shall provide Fall River County with up-to-date copies of the same.
- 4. It is further agreed that the QMHP shall maintain professional liability insurance to insure against liabilities that may arise out of obligations under this contract and shall provide the county with a copy of said policy.

UNDERSTANDINGS:

It is hereby understood and agreed that the QMHP may not be available at all times necessary to perform needed evaluations and the QMHP inability to perform evaluations when absent from the County shall not be considered a breach of the terms and conditions.

It is further understood that the QMHP may be called at all hours of the day and night and to various locations, including the Fall River Jail, to perform the obligations set forth under the terms and conditions of this agreement.

The parties hereto understand and agree that Employee Assistance may be provided to County employees in groups such as, but not limited to employees experiencing a common tragedy or county law enforcement use of deadly force issues.

The parties further state this contract represents the entire agreement between Fall River County and the QMHP and there are no other binding oral or written agreements concerning the same. Dated this _____ day of _________, 2020. Garland Goff, Chairman Subscribed and sworn to before me this _____ day of_______, 2020. Notary Public - South Dakota My Commission Expires: Dated this 10 day of 100, 2020. Subscribed and sworn to before me this 10 day of March, 2020. My Commission Expires: 04 | 28 | 2022 Approved , 2020

County Chairman

Fall River County Auditor

MENTAL HEALTH CONTRACT

FALL RIVER COUNTY

This contract is entered into by and between Fall River County, South Dakota
(hereinafter referred to as "County") and Alison Littesbusha Qualified Mental
Health Professional (hereinafter referred to as the QMHP), whose address is:
1245 Sherman St.
Hot Springs, SD 57747
PURPOSE: The purpose of this contract is to set forth those certain terms and conditions under
which the QMHP shall provide mental health services for Fall River County.
TERM: The term of this agreement shall be for a period of approximately one-year beginning
3/10/2020 and ending $3/10/2021$. This agreement shall be
terminated upon written notice of termination by either party with at least thirty (30) days prior
notice before termination. Absent written notification of termination, this agreement shall
continue under the same terms and conditions set forth herein.
COMPENSATION: In consideration of the mutual covenants and conditions set forth herein,
the County hereby agrees to pay to the QMHP the sum of \$300.00 per (each mental health
evaluation). A statement of services shall be submitted to the County after each evaluation and
shall be paid by the County at the next scheduled County Commissioner meeting. It is
understood and agreed that the QMHP is a contract employee and shall be responsible for
payment of all taxes and fees including but not limited to income tax and social security.

TERMS AND CONDITIONS:

- 1. The QMHP shall be available to conduct mental health evaluations at the request of Fall River County pursuant to any and all petitions presented to the County alleging an individual to be dangerously mentally ill.
- 2. The QMHP hereby agrees to provide the Fall River Mental Health Chair, the Fall River County Dispatch, and the Hot Springs Police Department with all their necessary contact information. The QMHP shall further keep the Fall River Mental Health Chair informed of dates and times when the QMHP will be unavailable for evaluations.
- 3. It is hereby understood and agreed that the QMHP shall maintain all certifications and endorsements necessary to perform the duties required herein and shall provide Fall River County with up-to-date copies of the same.
- 4. It is further agreed that the QMHP shall maintain professional liability insurance to insure against liabilities that may arise out of obligations under this contract and shall provide the county with a copy of said policy.

UNDERSTANDINGS:

It is hereby understood and agreed that the QMHP may not be available at all times necessary to perform needed evaluations and the QMHP inability to perform evaluations when absent from the County shall not be considered a breach of the terms and conditions.

It is further understood that the QMHP may be called at all hours of the day and night and to various locations, including the Fall River Jail, to perform the obligations set forth under the terms and conditions of this agreement.

The parties hereto understand and agree that Employee Assistance may be provided to County employees in groups such as, but not limited to employees experiencing a common tragedy or county law enforcement use of deadly force issues.

The parties further state this contract represents the entire agreement between Fall River County and the QMHP and there are no other binding oral or written agreements concerning the same. Dated this ____ day of _____, 2020. Garland Goff, Chairman Subscribed and sworn to before me this _____ day of ______, 2020. Notary Public - South Dakota My Commission Expires: Dated this 5 day of March, 2020. Subscribed and sworn to before me this 5 day of March TINA M. FRITZ NOTARY PUBLIC Notary Public - South Dakota My Commission Expires: My Commission Expires March 22, 2023 Approved , 2020 County Chairman

Fall River County Auditor

MENTAL HEALTH CONTRACT

FALL RIVER COUNTY

This contract is entered into by and between Fall River County, South Dakota
(hereinafter referred to as "County") and Kimberly McNemar, a Qualified Mental
Health Professional (hereinafter referred to as the QMHP), whose address is:
105 S. 2nd St.
Buffalo Gap, SD 57722
PURPOSE: The purpose of this contract is to set forth those certain terms and conditions under
which the QMHP shall provide mental health services for Fall River County.
TERM: The term of this agreement shall be for a period of approximately one-year beginning
3/10/2020 and ending $3/10/2021$. This agreement shall be
terminated upon written notice of termination by either party with at least thirty (30) days prior
notice before termination. Absent written notification of termination, this agreement shall
continue under the same terms and conditions set forth herein.
COMPENSATION: In consideration of the mutual covenants and conditions set forth herein,
the County hereby agrees to pay to the QMHP the sum of \$300.00 per (each mental health
evaluation). A statement of services shall be submitted to the County after each evaluation and
shall be paid by the County at the next scheduled County Commissioner meeting. It is
understood and agreed that the QMHP is a contract employee and shall be responsible for
payment of all taxes and fees including but not limited to income tax and social security.

TERMS AND CONDITIONS:

- 1. The QMHP shall be available to conduct mental health evaluations at the request of Fall River County pursuant to any and all petitions presented to the County alleging an individual to be dangerously mentally ill.
- 2. The QMHP hereby agrees to provide the Fall River Mental Health Chair, the Fall River County Dispatch, and the Hot Springs Police Department with all their necessary contact information. The QMHP shall further keep the Fall River Mental Health Chair informed of dates and times when the QMHP will be unavailable for evaluations.
- 3. It is hereby understood and agreed that the QMHP shall maintain all certifications and endorsements necessary to perform the duties required herein and shall provide Fall River County with up-to-date copies of the same.
- 4. It is further agreed that the QMHP shall maintain professional liability insurance to insure against liabilities that may arise out of obligations under this contract and shall provide the county with a copy of said policy.

UNDERSTANDINGS:

It is hereby understood and agreed that the QMHP may not be available at all times necessary to perform needed evaluations and the QMHP inability to perform evaluations when absent from the County shall not be considered a breach of the terms and conditions.

It is further understood that the QMHP may be called at all hours of the day and night and to various locations, including the Fall River Jail, to perform the obligations set forth under the terms and conditions of this agreement.

The parties hereto understand and agree that Employee Assistance may be provided to County employees in groups such as, but not limited to employees experiencing a common tragedy or county law enforcement use of deadly force issues.

The parties further state this contract represents the entire agreement between Fall River County and the QMHP and there are no other binding oral or written agreements concerning the same.

ourre.		
Dated this day of	, 2020.	
		Garland Goff, Chairman
Subscribed and sworn to before me this	_ day of	f, 2020.
		Notary Public – South Dakota My Commission Expires:
Dated this 10th day of March	, 2020.	
		Lin Mallman
Subscribed and sworn to before me this _/b	th _ day of	
		Notary Public – South Dakota My Commission Expires: 04/28/2622
Approved, 202	0	
County Chairman		
Fall River County Auditor		

RIGHT-OF-WAY CERTIFICATE

TO: Local Government Assistance South Dakota Department of Transportation 700 Broadway Avenue East Pierre, South Dakota 57501-2586

RE: Project No. BRO 8024(14), County Fall River, PCN 02E8

This is to certify that the Board of	County Commissioner	s of <u>Fall River</u> Co	unty, South Dakota has				
acquired all necessary right of way	y and temporary const	ruction easements re	equired for the				
construction of Project Number E	3RO 8024(14) in <u>Fall</u>	River_County, in ac	ccordance with the				
provisions of the Uniform Relocati	on Assistance & Real	Property Acquisition	Policies Act of 1970 as				
amended. Relocation assistance was was not X_ required on this project and, if so, was							
accomplished in accordance with	State and Federal dire	ectives.					
We also certify that all improveme	nts (utilities, fence, etc	c.), to be removed ur	nder right of way				
negotiations have been moved or	will be moved by the o	late of the letting or t	that the necessary				
agreement has been reached with	the owner involved.						
DATED THIS	DAY OF	, ,	20				
	BOARD	OF COUNTY COMMIS	SSIONERS				
ATTEST:		FALL RIVER					
COUNTY AUDITOR	BY:	CHA	IDRAANI				
(SEAL)							
	Approved by:F	roject Manager	Date				

TO:	South 700 B	Government Assi Dakota Departme roadway Avenue , South Dakota 5	ent of Transportation	on				
RE:	UTILIT	TIES CERTIFICAT	ГЕ					
	PROJ	ECT NUMBER	BRO 8024(14)	PC	CN .	02E8		
Count utilitie	y, South s, wheth	n Dakota, will mover ner publicly or privithin the limits of so The moves and/o Dakota, and with	of County Commis e and/or adjust or ately owned, lying said county. or adjustments will out Federal partici	will cause to in the path of be accomplished	be r f or shea	conflicting d at no co e coordin	g with the o	tate of South
		project.	Utility Comp	anv			Date Co	ontacted
		Go	Idenwest Telecom					25/2020
	2.	facilities.	red to in this certifi					pad owned
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	-		not included in this					
negoti	ations h		features (fences, s or will be moved by involved.	-	-			
DATE	D THIS		DAY OF	The second secon			, 20	•
				BOARD OF	= C(DUNTY C	OMMISSI	ONERS
ATTES	ST:			OF	F	ALL RIVE	R	_COUNTY
				BY:				
	C	OUNTY AUDITOR (SEAL)				CHA	AIRMAN	
			Approved by:	Project Man	age	r		Date

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: BRO 8024 (14) PCN: 0288 COUNTY/ CITY: Fall River PARCEL NO:
This Agreement is made and entered into by and between the County/City of All River acting by and through its County/City Commission, hereinafter referred to as "COUNTY/CITY," and James Miller, whose postal address is 29469 Old Highway 18
Edgement, SD 57735 , hereinafter referred to as "DONOR";
WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:
Perpetual Easement: None
Temporary Easement: 1.69 acrest/- in the NW 1/4 Sec 26, T85, R3E of the BHM (Sta 96+00 to 98+54,81 Lt) and 2.65 acrest/- in the NW 1/4 Sec 26, T85 R3E of the BHM (Sta 100+58.20 to 106+00 Lt)
NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:
1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.
Stipulations of conditional donation: What lence cuil be feduced with new fence, who e it is taken day along temporory easement.
ing ing eistment.

- DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.
- DONOR shall not erect fences, structures, or obstacles within the perpetual easement.
- DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.
- 5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary

easement shall be in effect until Project is completed.	one (1) year after construction of the
IN WITNESS WHEREOF, the parties executed on this day of	hereto have caused this Agreement to be in the year
Donor	County/City of
By: Jim Miller	Ву:
Name: fin Miller	Its: County Commission Chairperson/ City Mayor
By:	Attest:
Name:	
	County Auditor/City Finance Officer
	[County/City Seal]
DONOR ACKNOWLEDGMENT	
STATE OF 5D) SS	
On this the 25 m day of before me, Sul bauje , a No and State, personally appeared	March in the year of 2020, otary Public, within and for said County Tim Miller nown to me to be the person(s) described
in and who executed the foregoing i he/she/they executed the same for the particles.	distrument and acknowledged to me that
In witness whereof I hereunto set my ha	and and official seal.
	Notary Public
[Notary Seal]	My Commission Expires:

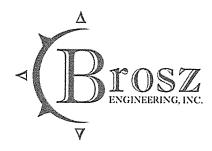
RECORD OF CALLS/VISITS AND DISCUSSION RECORD TO ACCOMPANY DONATION FORM LG-ROW-1

PROJECT NO: BRO 8024(14) PCN: O2E8 COUNTY/CITY: Fall River LANDOWNER: Sames Miller
NAME OF NEGOTIATOR: Randy Sciles, Dawel Cichofe TITLE: Highway Supt. & Forget Engineer
TITLE: Highway Supt. & Project Engineer
The following document(s) was/were shown and/or explained to the Landowner:
Construction Right of Way Right of Way Document(s) Brochures Other
Call Visit Number: 1 Time: 10:00 AM PM Date: 3/25/2020 Visit Location: Froject Site List people present during meeting: Randy, Jim willo, Daniel Cichose Sny Banja - Co And for
Notes of the Discussion: Land owner & du 4 want expreach at 97+50 Lt. After project is complete land owner wanted the ground stopped up prior to seeding.
Call/Visit Number: 2 Time: AM/PM Date: Visit Location: List people present during meeting:
Notes of the Discussion:
Call/Visit Number: 3 Time: AM/PM Date: Visit Location: List people present during meeting:
Notes of the Discussion:
Call/Visit Number: 4 Fime: AM/PM Date: Visit Location: List people present during meeting:
Notes of the Discussion:

Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.

ESTIMATED ENGINEERING COSTS BRIDGE INSPECTIONS - 2020 BR NBIS (39) PCN 04MC **Fall River County**

	HOU	RLY RATE	EST HOURS	ES	TCOST
SENIOR ENGINEER I (J. Hanson)	\$	51.70	8	\$	413.60
SENIOR ENGINEER I (D. Wessel)	\$	54.45	24	\$	1,306.80
SENIOR ENGINEER II (D Hammond)	\$	43.78	118		5,166.04
SENIOR ENGR. TECH. (B Wilsey)	\$	34.65	39		1,351.35
ENGR. TECH. I (Z. Wilsey)	\$	22.50	109		2,452.50
			298 Hrs		
				ታ 4	0 000 00
			Subtotal	фT	0,690.29
OVERHEAD		159.06%	\$10,690.29	\$ 1	7,003.98
			Subtotal	\$ 2	7,694.27
FIXED FEE		15.0%	\$27,694.27	\$ 4	4,154.14
CAPITAL COST OF MONEY		0.75%	\$10,690.29	\$	80.18
	Personi	nel TOTAL	298 Hrs	\$ 3	1,928.58
	Equipme	ent Rental		\$	-
		TOTAL		\$ 3 ⁻	1,928.58
MAXIMUM LIMIT AMOUNT				\$ 3 ⁻	1,928.58



March 27, 2020

Cody Axlund LTP-SDDOT 700 E. Broadway Ave. Pierre, SD 57501-2586

RE: P NBIS(39) PCN 04MC, Fall River County Bridge Inspections – 34 Routine Bridge Inspections.

Dear Cody:

Brosz Engineering, Inc. would like to take this opportunity to provide a proposal for bridge inspections per your request dated March 20, 2020.

If you have any questions, please contact this office.

Sincerely,

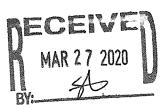
Douglas J. Wessel, PE Brosz Engineering, Inc.

Enclosure

cc: File

	W			NSULTANT SERV	/ICES			
GENERAL		LOCA	IL GOVERNN	MENT PROJECTS				DOT 917-I
								03/20/201
1 Work Order No.	BI-20-20	2	Agr. No.	410761	3	Date	04/01/2020	
4 Amendment No.								
s Consultant						······	Brosz Engineering	
PROJECT INFORMA	TION							
T NOSECT IN ONIVIA	TION							
6 Project No.	P NBIS(39)	7	PCN	04MC	8	County/City	Fall River County	
9 Project Description							Bridge Inspections	
10 Project Location							Countywide	
11 Work Type		***************************************					Bridge Inspections	
SERVICES REQUIRED	For Specifics on the Scope See Attachment II	of Work,	See Attachme	ent I				
DELIVICES RECORDS	Jee Attachment II							
REIMBURSEMENT FO	2 12075	C						
INCHARGO NACIONE IN TO	I TRAVEL	See Attac	nment II					
12 MAXIMUM LIMITING	AMOUNT	\$31	,928.58		13	FIXED FEE	\$4,154.14	
14 Amendment Amou	nt	····			15	FIXED FEE	<u> </u>	
16 New Maximum Lim	iting Amount	\$31	,928.58		17	FIXED FEE	\$4,154.14	
18 COMPLETION DATE		05/0	01/2021		£			
	See Attachment I for inter			les.				
19 CONTACT PERSONS	6	D 141.	P F					
			ssel, Brosz En					
	City or County	Fall River	County Highv	vay Superintender	nt			
	SDDOT	Cody Axlu	nd, SD DOT					
INSURANCE REQUIR	EFMENTS							
	CITICITIO							
Ze Type of Insurance General Liability			r	Expiration Date		Г	On File	
L			<u> </u>	09/01/2020		<u> </u>	Yes	
Automobile Liability			<u> </u>	09/01/2020		Yes		
Workers Compensation	on		<u> </u>	09/01/2020		Yes		
Errors and Omissions				09/01/2020		Yes		
APPROVAL BY:	, 1		7					
Consultant:	() M/1		PF			04/01	12020	
COMPARTMENT	7/14/1 03) fum.			Date	7 300 7,0	
City or County:								
21 DOT:	Concurrence					Date		
**************************************					·····	Date		
	(1) Original - Finance Office (1) Copy - Consultant							
	(1) Copy - Consultant (1) Copy - Local Government	nt Agency						
	(1) Copy - Internal Audits	- '						
	(1) Copy - Initiating Office							

Melanie Adcock 2142 Minnekahta Ave Hot Springs SD 57747



March 26, 2020

Re: Preschool/Home Day Care

Dear Home Owner:

Please be advised that I have put in a request to the City of Hot Springs for a Use Permit on Review to establish a Preschool/Home Day Care at my residence of 2142 Minnekahta Ave.

As part of the permit process I am required by certified letter to inform all neighbors within a 200 ft radius that a hearing has been set for April 6th, 2020 at 7:10 pm to be held at the Mueller Civic Center, 801 S 6th St., Hot Springs SD. Please find enclosed Notice of Hearing to be published on March 26, 2020.

Any questions or concerns that you may have regarding a preschool/home day care at this residence will be heard at this hearing.

Respectfully

Melanie Adcock

NOTICE OF PUBLIC HEARING ON APPLICATION FOR USE PERMIT ON REVIEW

Notice is hereby given that the following application for a Use Permitted on Review has been filed with the governing body of the City of Hot Springs, South Dakota by:

James D Rohde, owner and Melanie Adcock, tenant of 2142 Minnekahta Ave., Hot Springs, South Dakota are requesting a Use Permit from the City of Hot Springs that would allow a Pre-School/Home Day Care at her place of residence. The legal description of said residence is described as 2nd Minnekahta Addn: Lot 37 & 38, Blk 29.

Notice is further given that a hearing on the above application will be held by the governing body of the City of Hot Springs, South Dakota, at the Mueller Center, 801 South 6th Street, Hot Springs, South Dakota, on Monday April 6th, 2020 at 7:10 pm.

Dated at Hot Springs, South Dakota, March 4, 2020

Misty Summers-Walton Finance Officer

Published (3/26/) once at the total approximate cost of \$



Safety Administration

Office of the Administrator

1200 New Jersey Avenue, SE Washington, DC 20590

March 17, 2020

Ms. Lisa Mullings
President and Chief Executive Officer
National Association of Truckstop Operators

Dear Ms. Mullings:

As the Nation continues to come to grips with the realities of COVID-19, I am writing to let you know that the Federal Motor Carrier Safety Administration recognizes the integral role that travel centers and truckstops play in the Nation's supply chain. All of your members must heed the CDC guidelines and follow state and local restrictions. In the coming weeks and months, it will be critical that these businesses remain open, 24 hours per day, providing America's truck drivers with fuel, food, showers, repair services, and opportunities to rest. The continuing operations of America's truckstops will enable truck drivers to confidently transport essential goods, such as food and medical supplies, throughout the country.

Please let us know if we can be helpful to your members as they continue to fulfill this important mission.

Sincerely,

Jim Mullen

Acting Administrator



Memo

To: Team Members

Date: 3/24/2020

Re: Fuel Desk COVID-19 Precautionary Measures

While we cannot stop COVID-19, we can do our part in mitigating the spread throughout our communities. I realize there are many unknowns and uncertainties at this time, so we all need to stay as adaptable to the situation as we possibly can. With that in mind, please see below for mandatory sanitation procedures.

It is very important to emphasize the importance of hand washing. Remember, gloves are NOT an alternative to handwashing! Wash hands before AND after using gloves.

EVERY 30 Minutes: Handwashing: Proper hand washing procedure is vital to curbing the spread of COVID19.

- 1. Set TSV timer for 30 minutes.
- 2. ALL team members should stop what they are doing and wash their hands. If they are in the middle of an interaction with a Guest, after the close, they should immediately wash their hands.
- 3. Complete the "high touch point" sanitation checklist.
- 4. Reset 30-minute timer.

High touch point sanitizing:

Sanitation buckets need to be labeled with a time and changed every 4 hours. Each new bucket gets a new rag.

- Tables and Chair backs and seats
- Pop buttons and nozzles, coffee nozzles, cappuccino levers, creamer levers, sugar buttons
- Microwave handles
- POS scanners, screens, credit card pin pads and screens
- All door handles and handrails. This includes all handles in showers, bathrooms, diesel doors, cooler doors, lottery room, staircase handrails, truckers lounge, casino, storage rooms, deli case, F'Real machine, bakery case etc.
- ATM
- Microwave
- Lottery room. Screens, chairs, door handles etc.

Other changes we are making:

- We will not be offering popcorn
- We are placing spray bottles of bathroom cleaner in each stall
- · We are limiting Deli options and only food in sealed containers

Please See Erin or Janet with any questions. Thank you.

South Dakota

- All countertops in the store are being sanitized multiple times an hour
- All pinpads in the store are being sanitized multiple times an hour
- All food in enclosed packages (donuts, fried food)
- Caribou toppings and creamers moved to the inside the kiosk and only baristas handle them
- Disposable disinfecting wipes being used to keep counter and equipment wiped down.
- Every other table shut down in lobby to keep guests 6 ft apart
- hand sanitizer available at every entrance and throughout the store for guests and team
- Increased hand washing frequency throughout the entire store
- Maintenance using disposable gloves and wiping down pumps multiple times a day
- Mandating anyone that is sick to stay home.
- No popcorn in lottery room
- Suspended use of Roller Grill
- Removed Shopping Baskets
- sanitizing buckets throughout the store-get changed every 4 hours
- Signs to use a new cup for refills and not to use reusable cups from home
- Signs saying to use card reader over cash if possible.
- Subway lids and straws for cups are kept behind the counter
- Suspended use of Hot Pots
- 30 minute timers set in Subway, Pizza Hut, Deli, Cinnabon, Caribou, and the fuel desk. When these go off they have a specific high touch point sanitation list to complete
- All Plasticware available to the guests is in wrapped packages
- Gloves available for all team members when cleaning and handling money
- Neutral disinfectant spray bottle available in every bathroom stall
- Removed all dine in baskets, trays and shopping baskets
- Tables are spaced 6 ft apart with the extras stored in corner to keep the floor open and easier to clean
- X's taped on the floor in Subway to demonstrate where guests should stand to keep the CDC recommended 6 ft distance from the team and other guests- caution signs posted in front of the make line- to ensure guests are seeing the X's



Forest Service Black Hills National Forest Supervisor's Office

1019 N. 5th Street Custer, SD 57730-8214 Phone: 605-673-9200 TTY: 605-673-9227 Fax: 605-673-9350

File Code: 1500, 2400

Date: 9 March 2020

Joe Falkenburg Commissioner PO Box 37 Hot Springs, SD 57747

Dear Chairman Falkenburg:

I'm writing to invite you to a county and city government stakeholder meeting on the 10th of April in Rapid City, SD. This meeting is to engage important local government stakeholders about the future management of the commercial timber program on the Black Hills National Forest. This is a very important conversation that has economic as well as ecological implications.

The perspective of the county and municipal governments here in the Black Hills region is highly valued. The Forest has appreciated the cooperative and collaborative work with counties and municipalities in the past, and this is even more critical moving forward as we discuss our extensive timber program and public land management strategies.

As you might be aware, we are holding the first of many meetings and conversations around the future of the Black Hills timber program on April 3rd. The 3 April meeting is a follow up to a meeting in 2018 with the same stakeholder group members. As the April 3rd meeting involves many different players and perspectives, I am concerned we would not have adequate time to engage in a meaningful conversation directly with you.

I am planning to hold a meeting on April 10th specifically for counties and municipalities to engage in a dedicated dialog and hear your thoughts directly. On the 10th we would be able to collectively review the latest Forest Inventory and Analysis (FIA) forest survey data, a soon to be released Rocky Mountain Research Station sustainable commercial timber report, with the purpose of having an open government to government conversation about future management strategies. I think this forum is an excellent opportunity for us to have an in-depth discussion.

The meeting will begin at 1:00 PM, Friday April 10th, at the Forest Service Mystic Ranger District Office, at 8221 Mt Rushmore Rd, Rapid City. If you are interested in engaging with us in this important conversation, please let me know by emailing Twila Morris at twila.morris@usda.gov, or calling (605) 673-9201.

Sincerely,

ANDREW JOHNSON
Forest Supervisor





REGISTRATION FORM 2020 Western South Dakota Hydrology Conference April 30, 2020

Rushmore Plaza Civic Center - Rapid City, South Dakota

Online registration is available on the website (www.usgs.gov/WSDHC), or complete this form:

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Name	(as you wish it to	appear on your badge):			
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			Fees		Total amount
✓	Category	Early-bird registration (before March 27)	Regular registration (after March 27)	Lunch (buffet-style)	
	Professional ^a	\$75	\$100	Included	
	Student / General public	Free	Free	\$20 (optional) ^b	
your p	rofessional career	nat you are attending this rethrough professional deve	lopment hours (PDHs)	or continuing edu	cation credits.
No fee		ived by April 24, 2020, to			a substitute may
	•	please make checks paya	able to: Western Sout	h Dakota Hvdrol	ogy Conference.
Mail t	o: Galen Hoogest	raat, USGS, 1608 Mt. Vi hoogest@usgs.gov			
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REGISTRATION FORM FOR OPTIONAL FIELD SEMINARS/TRIPS 2020 Western South Dakota Hydrology Conference May 1, 2020

(final details on field trips will be sent to registered participant's email, and posted on the website in early April)

Optional free field seminars/trips are being offered on a first-come, first-serve basis as part of the 2020 Western South Dakota Hydrology Conference. Professional development hours (PDHs) are available for the lecture portion of the field seminars/trips. To be eligible for these field seminars/trips, you must be pre-registered for the conference. Also, you must provide your own transportation to and from the site locations. Please select only 1 of the following:

Name	:
	Field trip #1: Geology and Hydrology of the Northern Black Hills
	<u>Description</u> : The field trip will discuss the sequence of Precambrian to Cretaceous age formations and major aquifer units in the northern Black Hills. Stops will be made at significant exposures of sedimentary, igneous and metamorphic rocks.
	Maximum attendees: 15
	Leaders: Mark Fahrenbach and Joanne Noyes (South Dakota DENR Geological Survey Program)
	Meeting time: 8AM Meeting location: Civic Center parking lot (east side). Due to limited parking space and traffic concerns along the tour route,
	transportation will be provided via vans.
	<u>Duration</u> : 8AM – 4PM (6.0 PDH). You should pack your own lunch. However, a stop will be made at the Subway in Sturgis along the way.
	Field trip #2: The Past, Present, and Future: Progress Towards Better Stormwater Management
	in Rapid City
	Maximum attendees: 25
	<u>Description</u> : Field trip highlighting the changes in Rapid City stormwater management over the last century from older conveyance and end-of-pipe solutions to modern multifunctional and upgradient solutions
	<u>Leaders</u> : Jason Phillips and Heidi Sieverding, SDSM&T
	Meeting time: 8AM
	Meeting location: TBD, Rapid City
	<u>Duration</u> : 8AM – 11AM (3.0 PDH)
	Field trip #3: Homestake Water System tour
	Maximum attendees: 25
	Description: This tour will visit various elements of the historic Homestake Water System in the Lead-Deadwood area. The
	Homestake Water System was first constructed in the early 1880's by Homestake mine. Homestake constructed over 30

<u>Leaders</u>: Curt Betcher <u>Meeting time and location</u>:

Dumont trailhead on Mickelson Trail (9AM),

OR

station.

Carpool from Canyon Lake parking lot in Rapid City (8AM).

<u>Duration</u>: 8AM – 4PM (6.0 PDH). You should pack your own lunch. However, a stop will be made at Cheyenne Crossing along the way.

miles of wood flume gravity feed system from as far away as North Tributary of Rapid Creek. The flumes included North Rapid Creek, Spearfish Creek and Elk Creek. A pump station was added to pump from Spearfish Creek (Hanna Pump Station) to Whitewood Creek. The system included hydroelectric power, inverted siphon, 5-7 tunnels, and a pump

2020 WESTERN SOUTH DAKOTA HYDROLOGY CONFERENCE DRAFT PROGRAM

Thursday, April 30, 2020 Alpine/Ponderosa/Rushmore Rooms – Rushmore Plaza Civic Center

7:00 – 8:00 a.m.	REGISTRATION	
8:00 – 10:00 a.m.	Plenary Session 1 in Alpine and Ponderosa Rooms – Invited Speakers (2.0 PDH) Moderator – Mark Anderson, USGS	nvited Speakers (2.0 PDH)
8:00 - 8:10 a.m.	Welcome and general announcements	Mark Anderson, U.S. Geological Survey
8:10 — 8:45 a.m.	Impacts of Sedimentation on Missouri River Reservoirs and Free-Flowing Segments	Tim Cowman South Dakota DENR; Geological Survey Program
8:45 — 9:20 a.m.	Climate change and energy sustainability	Daniel Soeder Director, Energy Resources Initiative, SDSMT
9:20 – 10:00 a.m.	Homestake Water Systems: Past and Present	Curt Betcher Road Runner Construction
10:00 – 10:30 a.m.	REFRESHMENT BREAK in Rushmore G – Sponsored by TBD	y TBD
10:30 a.m.–12:00 p.m.	Concurrent Session 2A in Alpine Room – Monitoring and assessment (1.5 PDH) Moderator – Daniel Soeder, SDSMT	Concurrent Session 2P in Ponderosa Room – Groundwater (1.5 PDH) Moderator – Foster Sawyer, SDSMT
10:30 – 10:50 a.m.	Time to Revisit the Diverse Hydrologic Complexities in South Dakota Floods: Important Advancements in Estimating Peak-flow Frequency – Nancy Barth, USGS	Influence of Bedrock Geology on the Vulnerability of Drift Aquifers to Contamination – Scott Korom , Barr Engineering Co.
10:50 – 11:10 a.m.	Historical water use trend assessment in eastern and western South Dakota using Landsat based evapotranspiration – Arun Bawa , SDSU, Gabriel Senay , USGS, and Sandeep Kumar , SDSU	Characterization of Factors Affecting Groundwater Levels in and near the Rosebud Indian Reservation and the Former Lake Traverse Indian Reservation – Dan Driscoll and Kristen Valseth, USGS
11:10 – 11:30 a.m.	Development of Sedimentary Heat Geothermal: The Current Boom in Canada- Matthew Minnick, RESPEC	Post-Laramide Geomorphic Evolution of Surface Hydrology in the Black Hills, SD – Larry Stetler, SDSMT, and Kyle Hazelwood, Occidental Petroleum Corporation
11:30 – 12:00 p.m.	Global Water Security and the United States Programs of Assistance – Mark Anderson, USGS	Update of the potentiometric map and flow directions in the Madison aquifer near Jewel Cave – Mike Wiles and Sierra Heimel, Jewel Cave National Monument
12:00 – 1:30 p.m.	LUNCH in Rushmore F Room (1.0 PDH) John T. Loucks Distinguished Lecture – "777 Bison Ranch – A Partnership with Nature" by Moritz Espy, 777 Bison Ranch	spy, 777 Bison Ranch

1:30 – 3:00 p.m.	Concurrent Session 3A in Alpine Room – Water modeling (1.5 PDH) Moderator – Greg Delzer, USGS	Concurrent Session 3P in Ponderosa Room – Floods and extremes (1.5 PDH) Moderator – Melissa Smith, National Weather Service
1:30 — 1:50 p.m.	PRESENS, Pushing REmote SENSors, A Data Acquisition and Management System Development for Water Resource Management – David Hisz, Paul Moen, and Chris Bader, ND State Water Commission	The Curious Case of 2019 – A Year of Extremes in the Black Hills: Keith Sherb urn, <i>National Weather Service</i>
1:50 – 2:10 p.m.	Integrated crop-livestock (ICL) system: Can we do more with less while protecting water resources? – Rifat Karim, Heidi Sieverding, and James Stone, SDSMT	Impacts and Messaging associated with NWS Flash Flood Warnings. Description and Interactive Examples – Matthew Bunkers and Melissa Smith, National Weather Service
2:10 – 2:30 p.m.	GIS-Based Tool to Aid in Responding to Spills for Theodore Roosevelt National Park, North Dakota – Benjamin York, Ryan Thompson, and Greg Delzer, USGS	Improving the City of Spearfish's FEMA Floodplain Mapping with 2D Hydraulic Modeling – Amber Lefers, AE2S
2:30 – 3:00 p.m.	Analysis of Potential Alternative Operations for Pactola and Deerfield Reservoirs – Rosemary Squillace and David Waterman, SDSMT	Lower Heart River Flood Risk Reduction Study – Karli Frohling and Dennis Reep , <i>HDR Engineering, Inc</i>
3:00 – 3:30 p.m.	REFRESHMENT BREAK in Rushmore G – Sponsored by Mid Continent Testing Laboratories	sored by Mid Continent Testing Laboratories
3:30 – 5:00 p.m.	Concurrent Session 4A in Alpine Room – Water quality (1.5 PDH) Moderator – Joanne Noyes, SD DENR	Concurrent Session 4P in Ponderosa Room – Green Infrastructure / Low Impact Development (1.5 PDH) Moderator – Scott Kenner, SDSMT
3:30 — 3:50 p.m.	Improving Water quality with the Scenario Application Manager (SAM) – Cindie McCutcheon and Seth Kenner, RESPEC	Planting the Pond: An Aquaponics Education Project – Bryan Mitchell and Kelsey Murray , Western Dakota Tech
3:50 – 4:10 p.m.	WQMAP: Water Quality Monitoring Access Portal – an online platform for hosting water quality data in South Dakota – Jesse Wilkens, SD DENR	GIP-SWMM: A New Green Infrastructure Placement Tool coupled with SWMM – Ali Shojaeizadeh and Mengistu Geza, SDSMT
4:10 – 4:30 p.m.	Characterization of Groundwater and Surface-Water Quality on the Fort Berthold Reservation, North Dakota – Robert Lundgren, USGS	A Simple Procedure for Optimized Selection of Low Impact Development Practices for Small Watersheds – John McMaine, Jason Vogel, Alex McLemore, and Glenn Brown, South Dakota State University
4:30 – 5:00 p.m.	Nutrients, Pesticides, and Selenium in Agricultural Tile Discharges into Public Wetlands, Madison Wetland Management District, SD – Matt Schwarz , <i>U.S. FWS</i>	Green Roof Performance Evaluation in the Semi-Arid Upper Great Plains Region – Jason Phillips, SDSMT
5:00 – 6:30 p.m.	EVENING SOCIAL and POSTER SESSION in Rushmore G	shmore G



March 25, 2020

Dear Black Hills Area County Officials and Commissioners:

Re: Request for coordinated response

Thank you for your proactive leadership in combatting the COVID-19 pandemic. The forthright actions taken by state and local leaders have been difficult, but necessary to protect our communities during this national emergency. We are writing today to provide you an update on our pandemic response actions taken to date and our anticipated needs as a lifeline infrastructure provider in your community, including a request to participate in your local coordinated response efforts.

As a provider of critical energy services in your community, Black Hills Energy is determined to serve our customers and support essential governmental, health care and other critical functions. We already have taken steps to prepare and respond to the current emergency. These steps include participation in U.S. Department of Homeland Security (DHS), state and local emergency management operations to prepare and activate response plans. These protocols appropriately recognize natural gas and electric service as fundamental factors in ensuring public safety as our nation responds to the pandemic.

Black Hills Energy also is anticipating future needs that may require additional support of federal, state and local resources. Below is background on our efforts thus far as well as future anticipated needs to protect our frontline employees serving customers and critical functions for maintaining electric and natural gas service.

Black Hills Energy Pandemic Response

In response to the COVID-19 pandemic Black Hills Energy has activated our corporate response team to focus efforts on its highest priority: the health and safety of employees, customers, business partners and the communities we serve. We also activated our business continuity plan and took steps to ensure we continue to provide customers the safe, essential energy they need and expect. We are planning for operations that would be limited by a significantly smaller workforce, a threatened supply chain and limited support services for an unknown period.

The business continuity and pandemic plans developed by our electric and gas utilities are designed to protect the people working for them and ensure operations and infrastructure are supported properly throughout an emergency. To date, Black Hills Energy has not experienced any significant impacts on the delivery of energy to our 1.3 million utility customers.

To support customers that may be impacted by COVID-19, Black Hills Energy is temporarily suspending nonpayment disconnections for our customers. We are also reminding customers

Additional actions we have taken include:

- Implement protocols for our field operations personnel to continue to safely and effectively interact with our customers, including additional screening questions for customers needing in-person assistance.
- Ask all employees to work from home to the extent possible.
- Require sick employees to stay home.
- Quarantine employees with the COVID-19 virus or if they were traveling to at-risk areas.
- Limit travel to mission critical purposes.
- Postpone all on-site consultants and large group gatherings.
- Encourage all employees to practice social distancing.
- Encourage the use of electronic communication whenever possible.
- Provide paid leave in situations where either an employee tests positive for COVID-19 or is put under quarantine.

Black Hills Energy Pandemic Response Needs

Electric and gas utilities are basic lifeline infrastructure and are critical to ensure essential services are maintained and front-line workers are protected. Fulfilling these needs will help to guarantee that lifeline infrastructure entities that provide for the underlying needs of society can continue to provide safe and reliable service.

The DHS Cybersecurity and Infrastructure Security Agency (CISA) is responsible for providing strategic guidance as assigned under the Homeland Security Act of 2002. CISA recently published "Essential Critical Infrastructure Workers," as a resource for state and local officials as they work to protect their communities while ensuring continuity of functions critical to public health and safety, as well as economic and national security. CISA has identified natural gas and electric utility workers as "Essential Critical Infrastructure Workers" for the energy industry. Specific functions accompany the listing. https://www.cisa.gov/publication/guidance-essential-critical-infrastructure-workforce.

<u>Coordinated Response:</u> It's vital that we work together throughout this event and we request that Black Hills Energy local leadership is invited to participate in your local response coordination discussions to ensure our response as an essential service is fully coordinated to continue meeting the needs of the community.

Medical Services & Equipment Prioritization: Lifeline sectors must continue to engage the public throughout an emergency, including entering into communities, businesses, or homes that may have contagions in order to maintain or repair systems. Prioritized access to vaccinations and testing before the general public will help increase their safety, as well as the safety of the general public with whom they must engage. Similarly, prioritization for access to personal protective equipment, such as N95 respirator masks, before the general public would help reduce the chance of significant impacts on our workforce's ability to continue to support these critical infrastructure lifeline functions.

<u>Safe Community Quarantine Reentry:</u> To prepare for the possible eventuality of more quarantined communities, local planning processes need to consider priority reentry procedures for lifeline critical infrastructure entities in the event of an outage or emergency. In some cases

front-line workers responding to an emergency – like a downed power line - will need to access quarantined communities, homes, and businesses.

<u>Mutual Assistance</u>: In a health emergency, lifeline sectors may need to share essential personnel, such as control room operators, with each other to address workforce shortages. Travel and regulatory waivers will be essential to the timely movement and sharing of personnel, especially when crossing state lines is necessary. In addition, there may be needs for assistance from the National Guard or other government personnel to assist in providing security or other assistance to protect critical infrastructure.

<u>Supplemental Support:</u> Black Hills Energy asks for your consideration to support critical facilities should circumstances require resources beyond private sector capabilities to ensure continued safe and reliable operations. Such areas may include physical security protection services of critical facilities, personnel security, continued access to personal protection equipment (PPE), and other business essentials to support critical facilities operations.

As the COVID-19 pandemic evolves, Black Hills Energy will continue to take action in order to keep energy flowing to our customers, and in support of essential needs across the communities we serve. Thank you for your partnership in protecting the health and safety of the public. Please do not hesitate to contact me at 6050-4841476 or email at *mutch.usera@blackhillscorp.com*. We welcome the opportunity to participate in your local response efforts.

Sincerely,

Mutch Usera Sr. Program Manager of Community Affairs – South Dakota BLACK HILLS ENERGY