

**FALL RIVER CONSOLIDATED BOARD OF EQUALIZATION MINUTES OF APRIL 21,
2020**

The Fall River Consolidated Board of Equalization met in regular session on April 21, 2020. Present: Joe Allen, Joe Falkenburg, Heath Greenough, Paul Nabholz, Deb Russell, Roger K. Horton Sr., (City of Edgemont Councilman) and Sue Ganje, Auditor. Also present were Frances Denison, (Deputy/Appraiser), Caitlin Turner, (Appraiser) and Patty Caster, (Appraiser).

ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED.

Motion made by Nabholz, seconded by Russell, to reconvene as the Consolidated Board of Equalization at 11:10 a.m. The Oath of Office was taken by the members and placed on file with the County Auditor. The responsibilities of the Board, as set by the South Dakota Dept. of Revenue, were reviewed. Local Board minutes were reviewed.

Motion made by Russell, seconded by Greenough, to approve the Argentine Township, Oelrichs Town and Provo Township local board minutes.

The 2020 exempt listing was reviewed. Motion made by Allen, seconded by Russell, to approve the new application for the Prairie Hills Transit to 100% exemption. With Horton abstaining, all others voting yes, motion carried.

Motion made by Allen, seconded by Greenough, to approve the Springs Senior Center to 100% exemption. With Horton abstaining, all others voting yes, motion carried.

Motion made by Russell, seconded by Allen, to approve the remainder of the 2020 exempt listing.

Owner Occupied changes for the Rural Hot Springs Area and for the Rural Oelrichs Area were presented. Motion made by Russell, seconded by Nabholz, to approve the addition of owner-occupied classifications as recommended by Deputy Denison for Sarah or Lonnie Schryvers, parcel 81900-02004-000-10; Gerald L. and Kimberly K. Trapagen, parcel 65015-00030-012-00; Larry Johnson and Janene C. Trammell-Polk, parcel 29000-00906-083-00; and Thomas A. and Linda J. Spencer, parcels 65257-00000-035-00 and 65257-00000-036-00. With Horton abstaining, all others voting yes, motion carried.

No Add-ons were presented.

Deputy Denison presented the stipulations list. Motion made by Russell, seconded by Allen, to approve the following Oelrichs Rural Stipulation: #2020-01, John Visser and Teresa Palmer-Visser, 65257-00000-049-00, as per Deputy Denison's recommendation. With Horton abstaining, all others voting yes, motion carried.

Motion made by Horton, seconded by Greenough, to approve the following Edgemont City stipulations: #2020-02, William D. and Jill L. Kreutzer, 72240-00400-001-00, as per Deputy Denison's recommendation.

Motion made by Nabholz, seconded by Russell, to approve the following Edgemont Rural stipulation: #2020-03, John W. and Janet M. Koller, 26000-00903-101-00, as per Deputy Denison's recommendation. With Horton abstaining, all others voting yes, motion carried.

The remaining Hot Springs Rural and Hot Springs City Stipulations will be moved to the end of the meeting.

David Galdo met with the board, representing himself and Amanda, to request their classification be changed to ag status and include owner occupied status on their subdivision parcels. Motion made by Nabholz, seconded by Allen, to approve the agriculture classification for #2020A-F, as follows:

65257-00000-070-00, #2020-01A to \$690.00.

65257-00000-071-00, #2020-01B to \$1,010.

65257-00000-072-00, #2020-01C, land to \$830.00, non-ag residence to \$81,750, ag shed to \$19,060, less \$10,000 ag exemption, total ag shed to \$9,060.

65257-00000-073-00, #2020D to \$820.00.

65257-00000-074-00, #2020E to \$740.00; and

65257-00000-075-00, #2020F to \$790.

With Horton abstaining, all others voting yes, by roll call, motion carries.

Peggy Hupp, met with the board via phone, representing herself and John, with concerns on high property value. Motion made by Nabholz, seconded by Allen, to make no change, as per the Director of Equalization's recommendation, #2020-02, parcel 72110-00600-002-00. With Falkenburg and Horton voting no, all others voting yes, by roll call vote, motion carries.

The board recessed for lunch at 12:28 p.m. and resumed at 1:27 p.m. for filed appeals. With no further City of Edgemont business, Horton did not appear, and William Lukens, City of Hot Springs Councilman, joined the meeting (via phone). The auditor administered his oath of office by phone, and placed his oath on file.

Robert Johnson, Hot Springs Citizens for Progress, met with the board via phone, with concerns on value being too high for a bare lot, and power lines through the property. Motion made by Allen, seconded by Nabholz, to make no change, as per the Director of Equalization's recommendation, #2020-03A, parcel 65234-00000-008-00. With Lukens abstaining, motion passed by roll call vote.

Motion made by Nabholz, seconded by Allen, to take no action without more information, as per the Director of Equalization's recommendation, #2020-03B, parcel 75410-02200-005-93.

Motion made by Nabholz, seconded by Allen, to remove the structure value, and lower the total property value to \$9,130.00, as per the Director of Equalization's recommendation, #2020-03C, parcel 75520-05600-006-00.

Motion made by Nabholz, seconded by Falkenburg, to lower the land value to \$17,240.00, and to remove the building value, #2020-03D, parcel 75410-04300-006-00. Motion passes by roll call vote.

Dave Longacre met with the board via satellite, to represent himself and Diane, on increased taxes and values not being consistent with all properties. Motion made by Nabholz to make no change on the house value, and discussion continued. No second, motion failed.

Motion by Nabholz, seconded by Lukens, to make no change to the house and land value, #2020-4A, parcel 75180-00705-132-03, and reduce the following bare land values by 20%, #2020-04B to \$8,780, parcel 75180-00705-130-06; 2020-4C to \$7,810, parcel 75180-00705-130-07; #2020-4D to \$17,280, 75180-00705-130-08, and #2020-4E to \$7,590, 75180-00705-130-09. With all voting yes, by roll call vote, motion carries.

Clifford Schunot II met with board to represent himself and Mary Kennedy, on values being too high. Motion made by Nabholz to drop the value by 7%. Motion died for a lack of a second.

Motion made by Russell, seconded by Allen, to go with the offered stipulation, in the total amount of \$150,530.00, as recommended by the Director of Equalization, #2020-05, parcel 75440-01100-002-00. With Nabholz voting no, all others voting yes, by roll call vote, motion carries.

Break was taken and Lukens exited the meeting at 2:25 p.m. Meeting resumed at 2:30 p.m.

Dwight Wynia met with the board via phone, to represent himself and Brenda, due to residence value being too high. Motion made by Nabholz, seconded by Russell, to make no change, as per Director of Equalization's recommendation, #2020-06, parcel 11000-00705-334-20. With Falkenburg and Greenough voting no, all others voting yes, motion carries.

Steve Simunek met with board via phone, to represent Quality Real Estate Inc, due to the parcel not being used as retail, and no income from property. Motion made by Russell, seconded by Allen, to reduce the building value by 10% to \$661,670.00, #2020-07, total value in the amount of \$724,020, parcel 12000-00706-274-00.

Albert Jensen met with the board due to value increase being too high. Motion made by Nabholz, seconded by Russell, to make no change, as per the Director of Equalization's recommendation, #2020-08, parcel 11000-00705-142-43. With Falkenburg and Greenough voting no, all others voting yes, by roll call vote, motion carries.

Joel Milbrandt met with the board due to land values being too high. Motion made by Russell, seconded by Allen, to lower land value by 10% to \$65,690.00, #2020-09A, parcel 65234-00000-00-200. With all voting yes by roll call vote, motion carries.

Motion made by Russell, seconded by Nabholz, to take no action on the land and house value, as per Director of Equalization's recommendation, #2020-09B, parcel 65234-00000-004-00.

Don Wiesler met with the board via phone, to represent Canyon Land LLC, due to values being too high. Motion made by Nabholz, seconded by Russell, to use the total stipulation value of \$58,920.00, as per Director of Equalization's recommendation, #2020-10A, parcel 65010-00200-006-00.

Motion made by Russell, seconded by Greenough, to approve the total stipulation value of \$278,770.00, as per Director of Equalization's recommendation, #2020-10B, parcel 65010-00200-

028-00.

The board reviewed an appeal that was filed by Robert Deer on being untaxed unfairly and overvalued.

Motion made by Nabholz, seconded by Russell, to make no change to Robert Deer, as per Director of Equalization's recommendation, #2020-11, parcel 11000-00705-201-50.

Robert Edgar, met with the board via phone, to represent himself and Sharon, to apply for ag status. Motion made by Nabholz, seconded by Allen to change the classification to ag status, #2020-13A, parcel 14000-00708-212-24, to \$54,960.

Motion made by Russell, seconded by Nabholz, to change the classification to ag status, 2020-13B, parcel 59000-00000-057-01, agriculture land value to \$7,230, house value to \$116,000, agriculture building to \$1,970, less ag exemption in the amount of \$1,970.00, building value \$0.00.

Lukens rejoined the meeting via phone.

Motion made by Greenough, seconded by Allen, to approve following Hot Springs City stipulations: #2020-04, Gerold F. & Mary Herrick, 75320-00400-006-00; #2020-05, Richard W. and Jacqueline D. Gericke, 75290-00100-010-00; #2020-06, Fitness Properties of SD LLC, 75116-00000-005-00; #2020-07, Leila A. Alter, 75545-00000-005-00; #2020-08, Stacey G. & Margaret A. Jones, 75440-01700-002-00; #2020-09, Steven L. & Carla M. Simunek, 75180-00705-231-02; #2020-10, Franklin W. & Nancy K. Maynard, 75390-02600-016-00; #2020-11, Nery C. & Melody D. Inchumuk Trust, 75220-00900-001-00; #2020-12, Jesse Paul & Brittany Marie Swett, 75280-00000-002-00; #2020-13, High Plains Rental LLC – Jackie Gericke, 75500-01400-001-00; #2020-14, Timothy Louis & Mary Marie Franklin, 75380-02000-009-00; #2020-15, James & Jody McKean, 75180-00705-141-20; #2020-16, Allen A. & Cristina A. Wilaby, 75330-00600-021-00; #2020-17, Black Hills Lodging LLC – Stay USA, 75116-00000-006-00; #2020-18, Gary O. & Brenda Telkamp, 75430-00100-005-00; #2020-19, Gina S. King, 81000-00000-018-60; #2020-20, Robin Buxcel, 81900-01982-000-70; #2020-21, Steven & Carla Simunek (Simco), 75410-01800-001-00; #2020-22, Steven L. & Carla M. Simunek (FSB), 75180-00705-234-70, as per Deputy Denison's recommendation.

Lukens exited the meeting.

Motion made by Allen, seconded by Russell, to approve the following Hot Springs Rural stipulations: #2020-23, Robert J. & Aimee Novotny, 65234-00000-011-00; #2020-24, Clinton W. & Tammy L. Morgan, 65268-00200-000-00; #2020-25, Leon Bloom, 81900-00000-007-50; #2020-26, R. Paul & Debbie J. Nabholz, 12000-00706-074-20; #2020-27, Pete Lien & Sons Inc, 59100-00707-262-00; #2020-28, Michael & Marcie Wieseler, 65209-00100-019-00; #2020-29, Brian L. Spitzer, 11000-00705-122-70; #2020-30, Gary J. & Sherry L. Miles, 11000-00705-262-25; #2020-31, Jay or Gary Miles, 81900-01988-000-60; #2020-32, Daniel E. & Laura A. Smith, 11000-00705-263-00; #2020-33, Randy L. & Karen E. Romey Trust, 65016-00000-017-10; #2020-34, Deny & Jeannett Barleen, 65070-00000-004-07; #2020-35, Rusty & Michelle Canaday, 81900-00000-000-75; #2020-36, Tinaglia Family Trust, 21000-00806-051-10; as per Deputy Denison's recommendation. With Nabholz abstaining, all others voting yes, motion carries.

Russell and Hope Witte, met with the board via phone, due to values being too high. Motion

made by Nabholz, seconded by Falkenburg, to approve dropping the value 20% for topography on one lot, for a total of \$17,800.00, #2020-12, parcel 65280-00000-009-00. Motion carries by roll call vote.

Motion made by Russell, seconded by Allen, to authorize the Director of Equalization to apply value changes to the elderly/disabled freeze and veteran's exemptions approved applications.

Motion made by Nabholz, seconded by Russell, to adjourn at 4:05 p.m.

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

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

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 31st day of March 2020.

| | |
|--|-----------------------|
| Total Amt of Deposit in First Interstate Bank: | <u>\$213,392.15</u> |
| Total Amt of Deposit in First National Bank of Lead: | <u>\$1,000.00</u> |
| Total Amount of Cash: | <u>\$376.53</u> |
| Total Amount of Treasurer's Change Fund: | <u>\$ 900.00</u> |
| Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days: | <u>\$15,653.11</u> |
| SAVINGS: | |
| First Interstate Bank: | <u>\$240,456.67</u> |
| First National Bank of Lead: | <u>\$1,039,436.96</u> |
| CERTIFICATES OF DEPOSIT: | |
| First Interstate-Hot Springs: | <u>\$4,056,787.49</u> |
| Black Hills Federal Credit Union: | <u>\$250,000.00</u> |
| Bank of the West | <u>\$525,723.73</u> |
| Schwab Treasury | <u>\$1,000,000.00</u> |
| First National Bank – Lead | <u>\$300,000.00</u> |

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
Esslinger, Kevin \$233.43, Lic 12/31/2019
4J Enterprises \$124.53, Lic 02/18/2020
Billion Auto \$1,219.72, Bank Error 03/20/20

TOTAL \$ 7,646,796.84

Dated This 31st Day of March 2020.

Sue Ganje, County Auditor of Fall River County.

County Monies: \$7,121,352.41
Held for other Entities: \$397,268.58
Held in Trust: \$128,175.85
TOTAL: \$7,646,796.84

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 AND AMBULANCE DISTRICTS, AND STATE.

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 30th day of April 2020.

Total Amt of Deposit in First Interstate Bank: \$3,426,924.07

Total Amt of Deposit in First National Bank of Lead: \$1,000.00

Total Amount of Cash: \$2,615.14

Total Amount of Treasurer's Change Fund: \$ 900.00

Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days: \$177,291.30

SAVINGS:

First Interstate Bank: \$230,932.85
First National Bank of Lead: \$1,040,077.88

CERTIFICATES OF DEPOSIT:

First Interstate-Hot Springs: \$4,056,787.49
Black Hills Federal Credit Union: \$250,000.00
Bank of the West \$525,723.73
Schwab Treasury \$209,528.16
First National Bank – Lead \$300,000.00
Black Hills Community \$800,000.00

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 \$ 11,023,273.14

Dated This 30th Day of April 2020.

Sue Ganje, County Auditor of Fall River County.

County Monies: \$7,921,972.75
Held for other Entities: \$2,943,093.59
Held in Trust: \$158,206.80
TOTAL: \$11,023,273.14

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 AND AMBULANCE DISTRICTS, AND STATE.

FIRST AMENDMENT TO AGREEMENT

This First Amendment ("Amendment") shall be deemed a material part of that certain Election Services Agreement by and between Election Systems & Software, LLC, a Delaware limited liability company ("ES&S") and **Fall River County, South Dakota** ("Customer") dated **May 23, 2017** ("Agreement"). The terms of this Amendment shall modify and supersede any and all inconsistent terms of the Agreement. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, ES&S and Customer entered into the Agreement under which ES&S will be performing certain services for Customer;

WHEREAS, both ES&S and Customer wish to amend the Agreement with respect to said services in order to extend the Term of the Agreement.

WHEREAS, the Agreement is a valid and subsisting agreement between ES&S and Customer and both parties shall continue to be bound by the terms and conditions of the Agreement not otherwise amended herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby specifically incorporated into, and deemed a material part of, this Amendment.

2. **Term; Termination.** Section 6 of the Agreement is hereby deleted in its entirety and replaced with the following:

6. **Term; Termination.** This Agreement shall be in effect for a **Three (3) Year Period beginning on May 23, 2020** (the "Term"). This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within thirty (30) days after it receives written notification thereof from the non-breaching party.

3. **Continuing Validity of Agreement.** Except as specifically set forth in this Amendment, all remaining terms and conditions of the Agreement shall remain in full force and effect.

EXECUTED as of the _____ day of _____, 2020.

ELECTION SYSTEMS & SOFTWARE, LLC

FALL RIVER COUNTY, SOUTH DAKOTA

By: _____

By: _____

Its: _____

Its: _____

put in Sue's Folder

SO#33864

ELECTION SYSTEMS & SOFTWARE, LLC
ELECTION SERVICES AGREEMENT

This Agreement is made as of the date it is executed by the last of the parties named below (the "Effective Date"),

BETWEEN: ELECTION SYSTEMS & SOFTWARE, LLC, a Delaware Limited Liability Company ("ES&S")

AND: FALL RIVER COUNTY, SOUTH DAKOTA ("Customer")

RECITALS:

A. Customer has agreed to purchase certain election-related services from ES&S for use in (the "Jurisdiction"). The terms and conditions under which such services shall be provided are set forth in the GENERAL TERMS attached hereto.

B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):

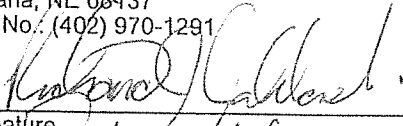
- Exhibit A Summary of Services)
- Exhibit B (Ballot Layout, Coding, and Voice File Services)
- Exhibit C (Ballot Printing Services)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

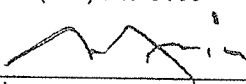
- Agrees to the GENERAL TERMS and the terms and conditions set forth in each Exhibit.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota.
- Represents and warrants to the other party that as of its signature date indicated below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC
1208 John Galt Boulevard
Omaha, NE 68137
Fax No.: (402) 970-1291

FALL RIVER COUNTY, SOUTH DAKOTA
906 N. River Street
Hot Springs, SD 57747
Fax No.: (605) 745-6835



Signature



Signature

DidiAR DABrowski

Name (Printed or Typed)

Sue Banje

Name (Printed or Typed)

Vice President

Title

County Auditor

Title

5/23/2017

Date

5/22/17

Date

ARTICLE I
GENERAL TERMS AND CONDITIONS

1. **Consideration.** The consideration to be paid by Customer to ES&S for the services provided hereunder is set forth on the accompanying exhibits.
2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. Any action by Customer against ES&S must be commenced within one (1) year after the cause of action has accrued. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the services to achieve Customer's intended results; and (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform.
3. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement, but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 3, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.
4. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.
5. **Exclusive Service Provider.** Customer hereby agrees to purchase the products and services set forth on Exhibits B-C attached hereto from ES&S for the Term of this Agreement at the pricing set forth on each applicable Exhibit. Customer's agreement to purchase all of such products and services from ES&S for the entire Term entitles Customer to receive the preferred pricing for each product or service as provided herein Customer understands, acknowledges and agrees that ES&S' fees for the services as set forth on the accompanying exhibits are based upon a contractual commitment by Customer to subscribe for and purchase such services for the entire Term and (b) the descriptions of such services in the accompanying exhibits. In the event that Customer changes its commitment to a period that is less than the Term of this Agreement for any reason other than a termination for cause pursuant to Article I, Section 6, of this Agreement, or purchases any such products or services from a provider other than ES&S, or does not pay for such products or services provided by ES&S pursuant to the payment terms in Exhibit A during the Term, Customer hereby agrees to promptly pay a balance due charge using the Non-Discounted Fees applied to the Ballot Layout, Coding and Voice File Services provided to the Customer up through the date of such early termination.
6. **Term; Termination.** This Agreement shall be in effect for a Three (3) Year Period beginning on the Effective Date, covering all elections within the Jurisdiction beginning sixty (60) days after the Effective Date (the "Term"). This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within thirty (30) days after it receives written notification thereof from the non-breaching party.

7. **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned..

8. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

9. **Disputes.**

a. **Remedies for Past Due Payments.** If any payment to ES&S is past due more than five (5) days, ES&S may suspend performance under this Agreement until such amount is paid.

b. **Dispute Resolution Process.** Time is of the essence in resolving disputes. The initiating party shall notify the responding party of any dispute, including all relevant information (e.g., the nature of the dispute, dates, times, persons involved). The responding party shall respond to the notification within five (5) business days. Thereafter, the parties shall use their good faith efforts to resolve the dispute within a reasonable period of time. Notwithstanding anything in this Section 9 to the contrary, either party may apply to any court having jurisdiction over the subject matter of the dispute for a temporary restraining order, preliminary injunction, or other appropriate legal remedy at any time.

10. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an exhibit to this Agreement and these General Terms, the provision contained in the exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7, 8 and this Section 10 shall survive the termination of this Agreement, to the extent applicable.

11. **Counterparts; Execution By Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one

and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

[END OF GENERAL TERMS]

EXHIBIT A
SUMMARY OF SERVICES

| Sale Summary: | |
|--|-----------|
| Description | Refer to |
| Ballot Layout, Coding, and Voice File Services | Exhibit B |
| Ballot Printing Services | Exhibit C |
| Terms & Conditions: | |
| Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer. | |
| Note 2: <u>Invoicing and Payment Terms are as Follows:</u> | |
| Ballot Layout, Coding, Voice File, and Ballot Printing will be invoiced as services are provided. 100% of Order Total due Thirty (30) Calendar Days after Receipt of Corresponding ES&S Invoice. | |
| Note 3: Customer understands, acknowledges and agrees that ES&S' fees for the services as set forth on the accompanying exhibits are based upon (a) a contractual commitment by Customer to subscribe for and purchase such services for the entire Term of the Agreement and (b) the descriptions of such services in the accompanying exhibits. In the event that Customer changes its commitment to a period of less than the Term of the Agreement for any reason other than a termination for cause pursuant to Article I, Section 5, of this Agreement, Customer hereby agrees to promptly pay a balance due charge using the Non-Discounted Fees applied to the Ballot Layout, Coding and Voice File Services provided to the Customer up through the date of such early termination. | |
| Note 4: The Customer acknowledges and agrees that the pricing set forth herein for certain services is based on information provided by the Customer ("Customer Data") and that such Customer Data is accurate and complete. In the event the Customer requests any changes to the Customer Data (including but not limited to, changes as a result of Customer errors, Customer requested modifications, court orders or other changes not otherwise caused by ES&S) which requires additional services to be performed by ES&S, the Customer shall be subject to additional fees for such services at ES&S' then current rates. | |

EXHIBIT B
BALLOT LAYOUT, CODING, AND VOICE FILE SERVICES

| Description | Non-Discounted Fees | Discounted Fees |
|--|---------------------|-----------------|
| Paper Ballot Layout (Price per Ballot Face) | | |
| English and Spanish (combined): | | |
| 1 to 500 Faces | \$36.75 | \$27.56 |
| 501 or more Faces | \$31.50 | \$23.63 |
| Languages other than English/Spanish | | |
| 1 to 500 Faces, per Language | \$73.50 | \$55.13 |
| 501 or more Faces, per Language | \$63.00 | \$47.25 |
| Base Charge for Ballot On Demand (BOD) | \$561.91 | \$421.43 |

| | | |
|---|---------|---------|
| Electronic Screen Layout - AutoMARK or iVotronic | | |
| English and Spanish (combined): | | |
| Per Ballot Style, or precinct, whichever is greater | \$23.10 | \$17.33 |
| Languages other than English/Spanish | | |
| Per Ballot Style, or precinct, whichever is greater | \$42.00 | \$31.50 |

Notes:

1. Electronic Screen Layout does NOT apply to AutoMARK customers when ES&S performs paper ballot layout and voice file services.

| Programming Services | | |
|---|--|--|
| Base Charge per Equipment Type | \$525.00 | \$393.75 |
| Base Charge for ERM file set-up | \$525.00 | \$393.75 |
| Ballot types created (open primary or multiple-page ballots) | \$78.75 | \$59.06 |
| Precincts (for every precinct in the election) | \$9.45 | \$7.09 |
| Splits (for every additional ballot style within a precinct.) | \$9.45 | \$7.09 |
| Ballot Face Configurations (every unique ballot face in the election) | \$16.80 | \$12.60 |
| Contest / Issue Entries (total number of contests, referenda, questions, and/or propositions in the election) | \$18.50 | \$13.88 |
| Candidate / Response Entries (total number of candidates &/or responses, including referenda and all write-ins for each contest/issue) | \$8.00 | \$6.00 |
| Headers (Central Tabulators) | \$2.10 | \$1.58 |
| Re-Coding Fees | \$525.00 + applicable fee for each changed element | \$393.75 + applicable fee for each changed element |

| Voice Files per Equipment Type | | |
|--|----------|----------|
| Language Setup Charge - English | \$350.00 | \$262.50 |
| Language Setup Charge - Spanish | \$350.00 | \$262.50 |
| Language Setup Charge - All Other languages | \$525.00 | \$393.75 |
| Political Parties | \$5.25 | \$3.94 |
| Ballot Faces | \$15.75 | \$11.81 |
| Contests / Issues | \$17.00 | \$12.75 |
| Candidates / Yes-No Responses | \$10.25 | \$7.69 |

| Description | Non-Discounted Fees | Discounted Fees |
|---|--|--|
| Propositions / Amendments / Instructions | \$21.00 | \$15.75 |
| Price per word in excess of 1200 total words (Instructions / Propositions / Amendments) | \$0.40 | \$0.30 |
| Resubmission | \$350.00 for English & Spanish and \$525.00 (for each additional language), plus the applicable fee for each element changed for each language | \$262.50 for English & Spanish and \$393.75 (for each additional language), plus the applicable fee for each element changed for each language |

| Other Services (Standard Overnight Delivery Charges Will Apply and Will Be Billed Separately) | | |
|---|----------|----------|
| Media burn (Flash / PCMCIA Cards, Mem Packs, PEBs, and Jump Drives) | \$12.50 | \$12.50 |
| Electronic transfer files (per county, per election) | \$125.00 | \$125.00 |
| SOS Media | \$75.00 | \$75.00 |
| .pdf File Extraction (per Style) | \$1.50 | \$1.50 |
| Sample Ballot Creation | \$40.00 | \$40.00 |
| Publication Ballot Creation (Ballot Layout As Is) | \$185.00 | \$185.00 |
| Custom Publication Ballot Creation | \$350.00 | \$350.00 |
| ESSIM Test Deck Creation (does not include print costs) | \$325.00 | \$325.00 |
| Auto Test Deck PDF Creation (\$20.00 per Style. Minimum Charge of \$200.00) | \$200.00 | \$200.00 |
| Ballot Assignment Chart | \$399.50 | \$399.50 |
| Download Results From Media | \$65.00 | \$65.00 |
| ERM State Utility File | \$425.00 | \$425.00 |

Note 1: All prices are exclusive of freight which will be billed separately.

[END OF EXHIBIT B]

EXHIBIT C
BALLOT PRINTING SERVICES

| Description | Price per Ballot |
|--|------------------|
| 14" and 17" Ballots: | |
| Base ballot charge | \$0.25 |
| Backside of ballot | \$0.03 |
| Stub and / or numbering | \$0.03 |
| Folding | \$0.02 |
| Scoring | \$0.02 |
| Packaging | \$0.01 |
| Color requirements – defined as a color bar on the ballot. Other designs or methods will be subject to a separate quote. | \$0.03 |
| Prices are exclusive of freight, which will be billed separately. | |
| 19" ballots are quoted separately. | |

Note 1: Special requests, including watermarking, unique packaging requirements and expedited delivery requirements are not included in the table above, and will be priced separately.

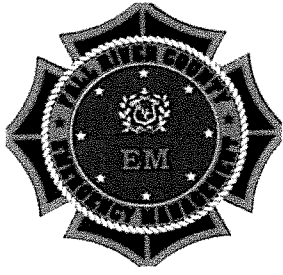
Note 2: The above pricing assumes the use of ES&S partner printers. The use of a Customer requested printer may result in a change in the fees outlined above.

Note 3: Unexpected and material changes in costs such as paper may result in changes to the fees reflected above.

Note 4: Ballots are to be ordered in increments of 25 with a minimum order value of \$100.00.

Note 5: Expedite Fee of \$150.00 will be assessed to each order that is required to be SHIPPED within Three (3) business days from time of order.

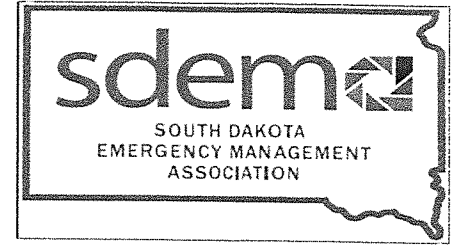
[END OF EXHIBIT C]



*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



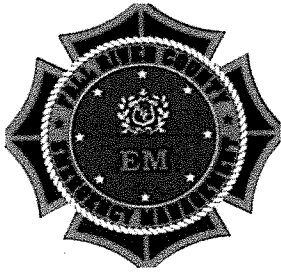
Date: May 15, 2020

Subj: Emergency Management Surplus Items

- 1. Verizon LG-V5700 Cell Phone: SN 203KPAE0457680: Replaced by new I Phone in 2016**
- 2. EF Johnson Portable Radio: SN 51120A282A 11145: No longer repairable.**

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

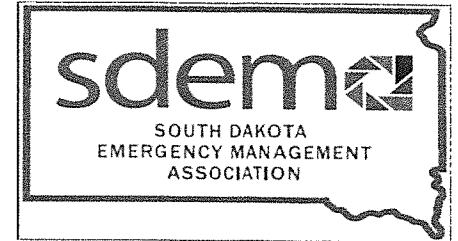
*Franklin W. Maynard, CEM, CFM
Emergency Manager
Fall River County
906 N. River Street
Hot Springs, SD 57747*



*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: May 19, 2020

Subj: Commission Update

1. **Region 4 and Dept. of Health Meetings:** Weekly meetings are being conducted to share changing information pertaining to the COVID 19 within the State. In Fall River County, local calls with Fall River Health, State Home and other agencies are conducted weekly to share information, assess any needs, etc.
2. **Personal Protective Equipment:** I continue to order ppe as needed. I received some N 95 respirators, surgical masks and face shields for the county fire departments. There is a limited supply, so I divided what I received and am getting it to the departments.
3. **Laptop Computer:** I am still checking into pricing for a new laptop computer.
4. **LEMPG Funding:** Fall River County (South West District) has received the 50% reimbursement for \$9,861.22 for the first quarter (October, November & December) of 2020. I was notified that we will be receiving \$9,478.50 for second quarter (January, February, and March). This brings the total to \$19,339.73. We were notified for the 2020 fiscal year the district will be provided approximately \$41,431.00. This figure represents the 50% reimbursement by the state for the program.
5. **Fires & Incidents:**
None

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*



Auditor Office <aud@frcounty.org>

Fwd: GWT: Outdoor Video Security Camera Quote

1 message

Lyle Jensen <lyle.jensen@frcounty.org>

Tue, May 12, 2020 at 8:06 AM

To: Sue <Sue.Ganje@state.sd.us>, Aaron Eberle <FRCAUD@gwtc.net>

Please add to the next agenda ?

----- Forwarded message -----

From: **Eric Eisenbraun** <EricEisenbraun@goldenwest.com>

Date: Mon, May 11, 2020 at 1:42 PM

Subject: GWT: Outdoor Video Security Camera Quote

To: Lyle Jensen <lyle.jensen@frcounty.org>

Lyle,

Please see the attached quote for the requested outdoor video security cameras. The quote assumes you will run the cables and mount the cameras. GWT will configure recording in the Genetec software.

Let me know if you have any questions.

Thank you,

Eric Eisenbraun

Golden West vCIO

Toll Free: 800.529.0111 | Direct: 605.719.3639 | Cell: 605.863.0890



--
Lyle Jensen
Maintenance Supervisor
Fall River & Oglala Lakota County
Hot Springs SD 57747
Office 605-745-5144
Cell 605-890-0372

Quote - 64070 - Fall River County Auditor.pdf
55K



2727 N Plaza Dr.
Rapid City, SD 57702

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

Quote
No.: **64070**
Date: **5/7/2020**

Prepared for:

Lyle Jensen
Fall River County Auditor
906 N River Street
Hot Springs, SD 57747 USA

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

| Qty | Description | UOM | Sell | Total |
|------|---|-----|----------|------------|
| 4 | AXIS P3245-LVE DOME CAMERA 1080P VF LENS, FORENSIC, ZIPSTREAM, IK10 | EA | \$753.52 | \$3,014.08 |
| 4 | Axis Extended Warranty for P3245-LVE | DZ | \$45.28 | \$181.12 |
| 4 | AXIS T8120 15W MIDSPAN 1PORT | EA | \$63.60 | \$254.40 |
| 4 | GSC 1 camera connection | EA | \$147.00 | \$588.00 |
| 0.25 | Labor Security NonBillable | HR | \$0.00 | \$0.00 |

Your Price: **\$4,037.60**

Total: **\$4,037.60**

Prices are firm until 5/21/2020

Prepared by: Eric Eisenbraun, ericeisenbraun@goldenwest.com

Date: 5/7/2020

Drop ship the cameras to Lyle's attention. They will install the camera. Four PoE injectors are also included.

Note: This quote will add \$40 per month to your Security Total Care Agreement.

Accepted by: _____ **Date:** _____

Disclaimer

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

HOT SPRINGS, SOUTH DAKOTA 57747

FALL RIVER COUNTY, SOUTH DAKOTA

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

| |
|--|
| Date: 05-11-2020 |
| COURT HOUSE ...FUEL/GAS PURCHASES : |
| (All Departments) |
| FROM DATE: 04-01-2020 |
| THROUGH DATE: 04-30-2020 |
| GALLONS: 94.80 |
| TOTAL: \$ 131.75 |
| |

FRC HWY: km

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

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

| |
|--|
| Date: 05-11-2020 |
| SHERIFF'S DEPARTMENT GAS PURCHASES: |
| FROM DATE: 04-01-2020 |
| THROUGH DATE: 04-30-2020 |
| TOTAL GALLONS: 1132.30 |
| TOTAL: \$ 1545.60 |

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: 05-11-2020 |
| WEED BOARD FUEL PURCHASES: |
| FROM DATE: 04-01-2020 |
| THROUGH DATE: 04-30-2020 |
| GALLONS: 146.90 |
| TOTAL: \$ 194.99 |



SIMON
MATERIALS

Statistical Analysis Report

Plant: 000040-FastPack Crusher
Product: 352275-3/4 Gravel Surfacing (Maverick)
Specification: SD Gravel Surfacing
Period: 04/01/2020 - 04/20/2020

| Sample Id | Date | 1" (25mm) (%) | 3/4" (19mm) (%) | 5/8" (16mm) (%) | 1/2" (12.5mm) (%) | 3/8" (9.5mm) (%) | 1/4" (6.3mm) (%) | #4 (4.75mm) (%) | #8 (2.36mm) (%) | #16 (1.18mm) (%) | #40 (0.425mm) (%) | #100 (0.15mm) (%) | #200 (75µm) (%) | Pan (%) |
|-----------|------------------|---------------|-----------------|-----------------|-------------------|------------------|------------------|-----------------|-----------------|------------------|-------------------|-------------------|-----------------|---------|
| 57491947 | 04/10/2020 12:09 | 100.0 | 100.0 | 97.2 | 87.3 | 74.8 | 62.2 | 55.8 | 45.4 | 39.0 | 32.7 | 23.4 | 15.06 | 0.00 |
| 52895583 | 04/13/2020 10:47 | 100.0 | 100.0 | 98.5 | 88.8 | 77.1 | 62.9 | 55.9 | 45.2 | 38.4 | 30.9 | 21.1 | 13.70 | 0.00 |
| 73432166 | 04/14/2020 12:52 | 100.0 | 100.0 | 98.6 | 87.0 | 75.9 | 60.2 | 52.3 | 38.9 | 31.5 | 25.1 | 17.7 | 11.97 | 0.00 |
| 58879181 | 04/15/2020 11:29 | 100.0 | 100.0 | 98.4 | 86.7 | 72.4 | 56.7 | 48.8 | 36.9 | 30.0 | 23.8 | 16.1 | 10.40 | 0.00 |
| 45396599 | 04/16/2020 07:00 | 100.0 | 100.0 | 98.1 | 87.4 | 75.3 | 61.4 | 54.6 | 42.1 | 35.4 | 29.0 | 20.3 | 13.74 | 0.00 |
| 63134867 | 04/16/2020 13:45 | 100.0 | 100.0 | 98.9 | 88.9 | 75.7 | 61.4 | 54.2 | 40.2 | 31.4 | 24.7 | 16.7 | 10.72 | 0.00 |
| 94851361 | 04/18/2020 08:19 | 100.0 | 100.0 | 96.6 | 84.2 | 69.8 | 56.0 | 48.9 | 37.7 | 31.9 | 25.6 | 17.0 | 10.41 | 0.00 |
| 4826848 | 04/19/2020 14:23 | 100.0 | 100.0 | 98.4 | 86.7 | 73.7 | 58.4 | 51.5 | 37.7 | 30.6 | 24.2 | 15.5 | 9.50 | 0.00 |

50
78
37
67
13
35
4
15

12



SIMON
MATERIALS

Statistical Analysis Report

Plant: 000040-FastPack Crusher
Product: 352275-3/4 Gravel Surfacing (Maverick)
Specification: SD Gravel Surfacing

| Count | 1" (25mm) (%) | 3/4" (19mm) (%) | 5/8" (16mm) (%) | 1/2" (12.5mm) (%) | 3/8" (9.5mm) (%) | 1/4" (6.3mm) (%) | #4 (4.75mm) (%) | #8 (2.36mm) (%) | #16 (1.18mm) (%) | #40 (0.425mm) (%) | #100 (0.15mm) (%) | #200 (0.075mm) (%) | Pan (%) |
|------------------|---------------|-----------------|-----------------|-------------------|------------------|------------------|-----------------|-----------------|------------------|-------------------|-------------------|--------------------|---------|
| 8 | 100.0 | 100.0 | 96.6 | 84.2 | 69.8 | 56.0 | 48.8 | 36.9 | 30.0 | 23.8 | 15.5 | 9.50 | 0.00 |
| Min | 100.0 | 100.0 | 98.9 | 88.9 | 77.1 | 62.9 | 55.9 | 45.4 | 39.0 | 32.7 | 23.4 | 15.06 | 0.00 |
| Max | 100.0 | 100.0 | 2.3 | 4.7 | 7.3 | 6.9 | 7.1 | 8.5 | 9.0 | 8.9 | 7.9 | 5.58 | 0.00 |
| Range | 0.0 | 0.0 | 2.3 | 4.7 | 7.3 | 6.9 | 7.1 | 8.5 | 9.0 | 8.9 | 7.9 | 5.58 | 0.00 |
| Mean | 100.0 | 100.0 | 98.1 | 87.1 | 74.3 | 59.9 | 52.8 | 40.5 | 33.5 | 27.0 | 18.5 | 11.94 | 0.00 |
| Lower Spec (LSL) | 100 | 100 | | | | | | | | | | | |
| Upper Spec (USL) | 100 | 100 | | | | | | | | | | | |
| | | | 50 | 37 | 13 | 4 | | | | | | | |
| | | | 78 | 57 | 35 | 15 | | | | | | | |

Average