

FALL RIVER COUNTY UNAPPROVED MINUTES OF JULY 7, 2020

The Fall River Board of County Commissioners met in regular session on July 7, 2020. Present: Joe Allen, Joe Falkenburg, Heath Greenough, Paul Nabholz, Deb Russell and Sue Ganje, Auditor.

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

The agenda was reviewed for conflicts. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED. The full context of the meeting can be found on the county website under Commissioners at <http://fallriver.sdcounties.org>, or under Fall River County Commission, SD at <http://www.YouTube.com>.

Motion made by Nabholz, seconded by Allen, to approve the agenda with the addition of adding Melody Engebretson, Randy Seiler, Deb Russell and Heath Greenough to Fall Convention travel, and to invite Les Cope, Commissioner elect to attend. Also, to correct the pay raise for David Pokorski (Jailer) to \$16.56 per hour (from \$16.50), and for 4160 hours not 2080 hours.

Motion made by Russell, seconded by Nabholz, to approve the June 4, 2020 minutes.

Motion made by Greenough, seconded by Russell, to approve the June 16, 2020 minutes.

Motion made by Nabholz, seconded by Russell, to approve the April and May 2020 Auditor's Account with the Treasurer with the account number raised to \$273,788.71 and totals to include that figure, as follows:

AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

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

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 30th day of April, 2020.

Total Amt of Deposit in First Interstate Bank:	<u>\$3,426,924.07</u>
Total Amt of Deposit in First National Bank of Lead:	<u>\$1,000.00</u>
Total Amount of Cash:	<u>\$2,615.14</u>
Total Amount of Treasurer's Change Fund:	<u>\$900.00</u>

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: \$273,788.71
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 \$11,087,533.69

Dated This 30th Day of April, 2020.

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

County Monies: \$7,986,233.30
Held for other Entities: \$2,943,093.59
Held in Trust: \$158,206.80
TOTAL: \$11,087,533.69

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 31st day of May, 2020.

Total Amt of Deposit in First Interstate Bank: \$1,310,663.15

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

Total Amount of Cash: \$1,347.70

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

Total Amount of Checks in Treasurer's

Possession Not Exceeding Three Days: \$42,209.40

SAVINGS:

First Interstate Bank: \$236,162.16

First National Bank of Lead: \$1,040,740.53

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: \$273,788.71

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 \$8,840,815.39

Dated This 31st Day of May, 2020.

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

County Monies: \$8,055,009.45

Held for other Entities: \$614,012.13

Held in Trust: \$171,793.81

TOTAL: \$8,840,815.39

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.

Motion made by Nabholz, seconded by Russell, to approve travel for those interested in attending Fall Convention, to include Stacy Schmidt, Tereasa Pullen, Melody Engebretson, Randy Seiler, Deb Russell, Heath Greenough, possibly Les Cope, Sioux Falls, September 14 and September 15, 2020.

Motion made by Greenough, seconded by Nabholz, to approve the following: surplus to junk 3 computer towers, #02032, #01921 and #02160, Auditor's Office; 4 computer towers, #01757, #01848, #01814 and #01973, Treasurer's Office and an Incipio Microsoft Surface PRO 4 Case with hand strap, #02293, Director of Equalization's Office.

Motion made by Nabholz, seconded by Russell, to approve the pay raises for Carol Boche (State's Attorney), \$15.00 to \$15.06 per hour, and Carlo Gibson (Highway Department), \$17.05 to \$17.11, longevity pay, effective June 22, 2020, as per union contract.

Motion made by Greenough, seconded by Allen, to approve the pay raises for Eric Shull (Highway Department), \$16.05 to \$17.05 per hour, effective June 29, 2020, 2080 hours and David Pokorski (Jailer), \$15.50 to \$16.56 per hour, effective July 1, 2020, 4160 hours, as per union contract.

No applications for county assistance or death expenses were presented to the board.

Bob Evans, Sheriff, was unavailable at his time.

Frank Maynard, Emergency Management, met with the board to advise of the continued weekly conference calls due to Covid-19. Motion made by Greenough, seconded by Allen, to approve the 3rd quarter L.E.M.P.G report and authorize the chairman to sign.

Maynard spoke of municipal updates, as per requirements of L.E.M.P.G.; pre-disaster mitigation plan; training; shelter trailer inspection; the weekly climate, weather and fuels update, and fires and incidents. The board reviewed his 2021 budget request, noting a need for a ¾ ton pickup.

Bob Evans, Sheriff, met with the board and presented his 2021 budget request. He noted the jail count: 15 males and 1 female in Fall River County, with 1 female in Pennington County. Discussion was also held on an upcoming trial and need for additional security.

Motion made by Greenough, seconded by Allen, to approve the Cooperative Law Enforcement annual operating plan between Fall River Sheriff Department and USDA, FS/NE National Forests and Grasslands, BH National Forest.

Lyle Jensen, Building Supervisor, met with the board to discuss the current network server's warranty, and possibility of coverage until a new network server is purchased next year. A quote on a server will be brought back to the next meeting for 2021 budget purposes. Jensen also spoke of the need for a new heating and cooling system, with an estimate of \$450,000. Black top for the parking lot was discussed.

Melody Engebretson, Register of Deeds, met with the board to discuss her 2021 budget.

Dan Cullen, Veteran's Service Officer, met with the board to review his 2021 budget and he gave his 1st and 2nd quarter reports (Jan – Jun). Discussion was held on activities, along with his invitation from Governor Noem to attend a roundtable discussion with VA Secretary Wilkie and our Congressional Delegation (Senators Rounds and Thune, and Representative Johnson) on March 2, 2020 in Hot Springs. Monthly awards were reviewed, with a total of 139 awards (disability or pension) in the amount of \$803,266.

Teresa Pullen, Treasurer, met with the board. Motion made by Nabholz, seconded by Greenough, to approve hiring Kayla Wickerd, \$13.00 per hour, effective June 29, 2020, as per union contract.

Motion made by Nabholz, seconded by Russell, to approve Kathy Timmins as a deputy, \$0.35 per hour increase, effective immediately.

Pullen discussed the work being done between her office, Deputy Sheriff and Director of Equalization on distress warrants; possible action items will be brought back to the next meeting. The Treasurer's office is still working on tax deeds – 12 properties ready for sale, 47 are remaining to go through the process. The commission asked for books with information and pictures on properties eligible to be sold. Greenough suggested cleanup of properties prior to the sale. Pullen has also been working on properties of non-compliant tax payment plans.

2021 budget requests were heard from the following people:

Donna Talley, W.E.A.V.E.
Donna Behrens, Coroner

Clint Phillips, US Forest Service, met with the board to review a draft agreement between the county and the Forest Service and the items that would be included. Phillips noted that Schedule A will address the details of any project. Motion made by Allen, seconded by Greenough, to go forward with a Cooperative Forest Road Agreement between Fall River County and the USDA, Forest Service Nebraska National Forest and Grasslands, and for Phillips to work with our Highway Superintendent. With Nabholz voting no, all others voting yes, motion carries.

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

GENERAL FUND

A & B WELDING SUPPLY CO.

WELDING SUPPLIES/LEASE

\$185.70

ACCOUTER RENTAL AND SALES	RENTAL	\$200.00
AMERICAN FAMILY ASSURANCE	AMERICAN FAMILY ASSURANCE	\$549.16
AUDRA HILL CONSULTING,INC	MI/CONSULTING	\$493.11
A-Z SHREDDING INC	SHREDDING	\$154.14
BOB BARKER COMPANY INC	JAIL SUPLIES	\$3,818.24
BEESEY LAW OFFICE	CAAF	\$473.95
BLACK HILLS CHEMICAL	SUPPLY	\$748.64
BRUMBAUGH & QUANDAHL,P.C.	GARNISHMENT	\$36.36
BLACK HILLS ENERGY	UTILITY POWER ELECTRIC	\$3,860.13
BOMGAARS	SUPPLY	\$185.96
BOSTON MUTUAL LIFE INS CO	LIFE INSURANCE	\$32.76
CARDMEMBER SERVICE	CARDMEMBER SERVICE	\$2,393.46
CENTURY BUSINESS LEASING	COPIER LEASE & USAGE	\$342.24
CHEYENNE SANITATION	SANITATION COLLECTION	\$371.73
COLBATH, ANGELA M	CAAF/MAG	\$5,419.20
COOK-HUBER, KERRI	MENTAL ILLNESS	\$167.40
CREDIT COLLECTION BUREAU	COLLECTIONS	\$32.81
CULLIGAN SOFT WATER	RENTAL/SUPPLY	\$223.50
DATASPEC LLC	VSO SOFTWARE	\$449.00
DEAN SCHAEFER COURT REP	COURT REPORTER	\$30.00
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$2,175.20
DS SOLUTIONS INC	ELECTION SUPPLY	\$472.50
SD DEPARTMENT OF REVENUE	MALT BEVERAGE LICENSE	\$150.00
EFTPS	EFTPS PAYROLL TAXES	\$37,220.39
ELECTION SYSTEMS & SOFT	ELECTION SUPPLY	\$3,742.05
ENVIRONMENTAL PRODUCTS	SUPPLY	\$175.44
EXECUTIVE MGMT FINANCE	BIT NETWORK FEES	\$125.00
DUDE SOLUTIONS, INC.	GIS SUPPORT CONTRACT	\$265.98
FARRELL, FARRELL & GINSBACH	CAAF	\$1,360.76
FARRELL, JANE	ELECTION RECOUNT	\$654.75
FALL RIVER COUNTY HERALD	PUBLICATION	\$276.63
GOFF, GARLAND LEE	MENTAL ILLNESS	\$1,445.90
GOLDEN WEST TECHNOLOGIES	SERVICE/NETWORK/SERVER	\$5,030.17
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$1,352.14
HEAVY HIGHWAY FRINGS	INSURANCE FEES	\$585.00
HILLS EDGE AUTO SALES	MAINTENANCE	\$441.55
HOT SPRINGS ACE HARDWARE	SUPPLY	\$784.06
HOT SPRINGS AUTOMOTIVE	SUPPLY	\$277.53
CITY OF HOT SPRINGS	CITY WATER BILL/AIRPLANE HANGAR RENT	\$1,527.14
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$18,458.50
INTERSTATE BATTERY	SUPPLY	\$90.31
KATTERHAGEN, MARK	MENTAL ILLNESS	\$15.00
LIUNA LABORERS LOCAL 620	UNION DUES	\$275.00

LEWNO, LUCY	MENTAL ILLNESS	\$166.50
LINEHAN, LEOTA	PRIMARY ELECTION	\$166.00
LOCKWOOD, DARCY	MENTAL ILLNESS	\$15.00
LOGUE PATRICIA	RIDE-A-LONG	\$80.00
MARCO	COPIER LEASE	\$165.00
MASTEL, BRUCE	DATABASE SETUP & MONITORING	\$35.00
MCLEODS OFFICE SUPPLY CO.	ELECTION SUPPLY	\$50.00
MICROFILM IMAGING SYSTEMS	SCANNING EQUIP LEASE	\$202.50
MURPHY LAW OFFICE PC	CAAF	\$1,218.00
NATIONWIDE RETIREMENT SOL	NATIONWIDE REITREMENT	\$500.00
QUADIENT FINANCE USA, INC	POSTAGE	\$815.35
NEW YORK LIFE INSURANCE	NEW YORK LIFE INSURANCE	\$65.00
NEWMAN TRAFFIC SIGNS	SIGNAGE	\$4,670.83
NORTON, TINA	CONTRACT NURSE INMATE	\$1,225.00
NUTRIEN AG SOLUTIONS	SUPPLY	\$4,384.70
CHILD SUPPORT PAYMENT CNT	CHILD SUPPORT	\$655.00
O'NEILL, JUSTIN	CAAF	\$3,340.66
OTIS ELEVATOR COMPANY	SERVICE CONTRACT	\$423.15
PENNINGTON COUNTY JAIL	TRANSPORTATION	\$611.34
QUILL CORPORATION	OFFICE SUPPLIES	\$509.94
SCOVEL PSYCHOLOGICAL	MENTAL ILLNESS	\$3,300.00
SD DEPT OF REVENUE	AUTO/MI STATE REMITT	\$2,762.56
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$17,723.79
SERVALL	RUG/UNIFORM SERVICE	\$570.52
SPERLICH, PEGGY	PRIMARY ELECTION	\$145.00
SONNY'S SUPER FOODS	SUPPLY	\$102.16
SUPPLEMENT RETIREMENT	SDRS SUPPLEMENT RETIREMENT	\$1,600.00
STEVEN'S AUTOMOTIVE	MAINTENANCE	\$1,312.86
TRUGREEN COMMERCIAL	LAWN CARE	\$105.59
ELECTRICAL ENGINEERING	GENERATORS SEMI-ANNUAL	\$629.00
UNITED WAY BLACK HILLS	UNITED WAY DONATION	\$54.99
VERIZON WIRELESS	CELL PHONE PLAN	\$778.35
WARNE CHEMICAL & EQUIP.	SUPPLY	\$59.43
WALZ, JESSE	BLOOD DRAWS	\$150.00
WENDALL'S GARAGE	MAINTENANCE	\$1,217.60
YANKTON CO. SHERIFF	PAPERS SERVED	\$100.00
AABERG, WANDA M	PRIMARY ELECTION	\$145.00
COATES, VIRGINIA	PRIMARY ELECTION	\$145.00
BEHRENS, DONNA	MILEAGE REIMBURSEMENT	\$3.36
COATES, ED	PRIMARY ELECTION	\$145.00
BENSON, CONNIE	PRIMARY ELECTION	\$145.00
BIRKHOLT, FRANCES M	PRIMARY ELECTION	\$145.00
MINOR, TYREL	WITNESS	\$71.24

KUNSMAN, PAULINE	PRIMARY ELECTION	\$145.00
THIES, JUDITH	PRIMARY ELECTION/ELECTION RECOUNT	\$224.44
SHOOK, CHERYL	PRIMARY ELECTION	\$145.00
STEARNS, FLORA	PRIMARY ELECTION	\$145.00
CARLSON, VIRGINIA	PRIMARY ELECTION	\$145.00
TWISS, TMARA	PRIMARY ELECTION	\$145.00
ANDERSEN, DONALD	PRIMARY ELECTION	\$208.00
ANDERSON, PAM J.	PRIMARY ELECTION	\$145.00
BATCHELOR, LAURA ANN	PRIMARY ELECTION	\$145.00
HANSEN, JUDY	PRIMARY ELECTION	\$145.00
MOWRY, LANA	PRIMARY ELECTION	\$145.00
REED, CYNTHIA	PRIMARY ELECTION	\$150.88
TAYLOR, YVONNE	PRIMARY ELECTION	\$145.00
MARTIN, MIRIAM	PRIMARY ELECTION/ELECTION RECOUNT	\$203.44
STRAUSER, GARRY	PRIMARY ELECTION	\$145.00
CORBETT, SCOTT	ABSENTEE BOARD	\$48.21
ALLEN, KIMBERLY	PRIMARY ELECTION	\$15.00
NACHTIGALL, JEAN	PRIMARY ELECTION	\$145.00
WITTMEIER, DAVID	PRIMARY ELECTION	\$145.00
BRADLEY-THOMPSON, BO	PRIMARY ELECTION	\$145.00
MOREN, MELISSA	PRIMARY ELECTION	\$145.00
SYMSTAD, JEFF	PRIMARY ELECTION	\$145.00
CONGER, LESTA	PRIMARY ELECTION	\$163.48
HAMAKER, KRISTOFER	PRIMARY ELECTION	\$145.00
BOSSERT, JULIE K	PRIMARY ELECTION	\$145.00
COMMISSIONERS	JUNE SALARIES	\$4,100.00
ELECTION	JUNE SALARIES	\$500.75
ELECTION	OVERTIME	\$22.50
AUDITOR'S OFFICE	JUNE SALARIES	\$16,439.41
AUDITOR'S OFFICE	OVERTIME	\$1,560.77
TREASURER'S OFFICE	JUNE SALARIES	\$14,283.69
TREASURER'S OFFICE	OVERTIME	\$156.70
STATE'S ATTORNEY'S OFFICE	JUNE SALARIES	\$11,791.97
STATE'S ATTORNEY'S OFFICE	OVERTIME	\$128.31
MAINTENANCE	JUNE SALARIES	\$11,154.39
MAINTENANCE	OVERTIME	\$416.53
ASSESSOR'S OFFICE	JUNE SALARIES	\$15,840.72
ASSESSOR'S OFFICE	OVERTIME	\$87.80
REGISTER OF DEEDS OFFICE	JUNE SALARIES	\$7,675.03
REGISTER OF DEEDS OFFICE	OVERTIME	\$4.50
VETERAN'S SERVICE OFFICE	JUNE SALARIES	\$3,616.69
GIS OFFICE	JUNE SALARIES	\$3,563.48
SHERIFF'S OFFICE	JUNE SALARIES	\$26,769.78

SHERIFF'S OFFICE	OVERTIME	\$3,452.91
JAIL	JUNE SALARIES	\$21,078.10
JAIL	OVERTIME	\$3,890.89
CORONER	JUNE SALARIES	\$300.00
NURSE'S OFFICE	JUNE SALARIES	\$3,613.29
NURSE'S OFFICE	OVERTIME	\$15.40
EXTENSION OFFICE	JUNE SALARIES	\$2,011.75
WEED & PEST OFFICE	JUNE SALARIES	\$4,808.27
	TOTAL FOR GENERAL FUND	\$308,685.99
COUNTY ROAD & BRIDGE		
A & B WELDING SUPPLY CO.	WELDING SUPPLIES/LEASE	\$34.41
ADVANCED DRUG TESTING	RANDOM EMPLOYEE DRUG TEST	\$52.00
AMERICAN FAMILY ASSURANCE	AMERICAN FAMILY ASSURANCE	\$350.88
B H ELECTRIC COOP INC.	UTILITY HIGHWAY ELECTRIC	\$24.81
BLACK HILLS ENERGY	UTILITY POWER ELECTRIC	\$403.98
BOMGAARS	SUPPLY	\$211.78
BORDER STATES PAVING INC	AGGREGATE BASE	\$35,362.50
BUTLER MACHINERY CO.	SUPPLIES/REPAIRS	\$636.13
CHEYENNE SANITATION	SANITATION COLLECTION	\$74.00
CITY OF EDMONT	CITY OF EDMONT WATER	\$84.10
DALE'S TIRE & RETREADING	TIRE PARTS/SUPPLY	\$3,044.44
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$398.20
FLOYD'S TRUCK CENTER	REPAIRS/PARTS	\$571.59
EFTPS	EFTPS PAYROLL TAXES	\$7,320.05
FALL RIVER AUTO SUPPLY	AUTO PARTS/REPAIR	\$272.24
FORWARD DISTRIBUTING	SUPPLIES/PARTS	\$67.90
FALL RIVER COUNTY HERALD	PUBLICATION	\$145.50
GOLDEN WEST	PHONE BILL/LONG DIST	\$253.67
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$120.00
HOT SPRINGS ACE HARDWARE	SUPPLY	\$43.54
HOT SPRINGS AUTOMOTIVE	AUTO SUPPLY PARTS	\$489.50
CITY OF HOT SPRINGS	CITY WATER BILL	\$50.44
RICOH USA INC	CONTRACT SERVICE	\$75.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$2,900.00
KD CONTRACTORS INC	RIP RAP ROCK	\$600.00
LIUNA LABORERS LOCAL 620	UNION DUES	\$150.00
LAWSON PRODUCTS	SUPPLY	\$164.16
MAVERICK TIRE & AUTO	SERVICE	\$200.19
NEWMAN TRAFFIC SIGNS	SIGNAGE	\$161.61
NORTHERN TRUCK EQUIPMENT	REPAIR	\$876.50
RAPID DELIVERY	DELIVERY	\$32.49
SD DEPT OF TRANSPORTATION	STATE COST SHARE ROAD	\$795.84
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$3,828.66

SEILER, RANDY	CELL PHONE REIMBURSEMENT	\$75.00
HIGHWAY DEPARTMENT	JUNE SALARIES	\$31,105.08
HIGHWAY DEPARTMENT	OVERTIME	\$790.75
	TOTAL COUNTY ROAD & BRIDGE	\$91,766.94
911 SURCHARGE REIMBURSEMENT		
AMERICAN FAMILY ASSURANCE	AMERICAN FAMILY ASSURANCE	\$67.21
CARDMEMBER SERVICE	CARDMEMBER SERVICE	\$6.00
CREDIT COLLECTION BUREAU	COLLECTIONS	\$302.86
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$302.40
EFTPS	EFTPS PAYROLL TAXES	\$4,569.50
GALLS	UNIFORM ALLOWANCE	\$103.05
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$747.29
HEAVY HIGHWAY FRINGS	INSURANCE FEES	\$60.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$1,450.00
LIUNA LABORERS LOCAL 620	UNION DUES	\$50.00
PORTFOLIO RECOVERY ASSOC.	GARNISHMENT	\$322.17
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$2,264.75
VERIZON WIRELESS	CELL PHONE PLAN	\$44.23
DISPATCH	JUNE SALARIES	\$15,906.07
DISPATCH	OVERTIME	\$378.00
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	\$26,573.53
EMERGENCY MANAGEMENT		
CARDMEMBER SERVICE	CARDMEMBER SERVICE	\$351.50
EFTPS	EFTPS PAYROLL TAXES	\$1,336.22
GLASS PRO +	REPAIR	\$704.95
GOLDEN WEST TECHNOLOGIES	SERVICE/NETWORK/SERVER	\$8.50
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$194.04
MARCO	COPIER LEASE	\$38.90
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$569.22
VERIZON WIRELESS	CELL PHONE PLAN	\$88.46
FR EMERGENCY MANAGEMENT OFFICE	JUNE SALARIES	\$4,743.55
	TOTAL FOR EMERGENCY MANAGEMENT	\$8,035.34
L.E.P.C. GRANT		
PUDWILL, NORMAN	SPOTTER	\$60.00
BASTIAN, TRACY	PILOT	\$100.00
	TOTAL FOR L.E.P.C. GRANT	\$160.00
24/7 SOBRIETY FUND		
EFTPS	EFTPS PAYROLL TAXES	\$283.88
QUILL CORPORATION	OFFICE SUPPLIES	\$93.13
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$68.26
24/7 OFFICE	JUNE SALARIES	\$1,865.50
	TOTAL FOR 24/7 SOBRIETY FUND	\$2,310.77
M & P RELIEF		

MICROFILM IMAGING SYSTEMS	SCANNING EQUIP LEASE	\$165.00
	TOTAL M & P RELIEF	\$165.00
COURTHOUSE BUILDING FUND		
HOT SPRINGS ACE HARDWARE	SUPPLY	\$16.74
STRAIGHT LINE STRIPING	PARKING LOT STRIPING	\$1,020.67
	TOTAL FOR COURTHOUSE BUILDING FUND	\$1,037.41
	TOTAL PAID BETWEEN 6/17/20 AND 7/7/20	\$438,735.00

Break was taken at 10:07 a.m. and meeting resumed at 10:12 a.m.

No public comment was given.

Randy Seiler, Highway Superintendent, met with the board. Motion made by Allen, seconded by Greenough, to approve Agreement 2020-27-1 between the SD Game, Fish & Parks and Fall River County. This will be for a 50/50 cost share for "Mag Water" on Shep's Canyon Road, SDGFP cost not to exceed \$15,000.

Discussion was held on meeting with the SDGFP to discuss Shep's Canyon road needs, here or in Pierre. Nabholz noted need for the SDDOT's involvement; Greenough asked for a Base 1 representative. Seiler will follow up on the issue.

Seiler presented an application for a Community Access Grant Fund. Motion made by Greenough, seconded by Russell, to approve the following:

RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATIONS

Whereas, the Fall River County Board of Commissioners desire the reconstruction and improvement of the project as hereinafter described:

LOCATION AND LENGTH:

Reconstruction of Main Street in Oelrichs, SD. A total of approximately 0.75 miles of Main Street would be reconstructed from HWY 18 through the Town of Oelrichs to 9th St.

And WHEREAS, Fall River County certifies that the project(s) are listed in the county's Five-Year County Highway and Bridge Improvement Plan

And WHEREAS, Fall River County agrees to 20% of construction costs up to the maximum grant amount of \$600,000 and pay all construction costs over and above the maximum grant amount of \$600,000

And WHERAS, Fall River County hereby authorizes the Community Access Grant application and any required funding commitments

NOW THEREFORE BE IT RESOLVED: That the South Dakota Department of Transportation be hereby requested to accept the attached Community Access Grant application.

Dated at Fall River County, SD this 7th day of July, 2020

Motion was approved by a vote of Yeas 5 Nays 0.

/s/Joe Falkenburg
Chairman, Fall River Commission

ATTEST:

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

Motion made by Nabholz, seconded by Greenough, to approve the Golden West Telecommunications application for permit to occupy county highway right-of-way from approximately 1,388 feet south of Old Highway 18 to the driveway to 28332 Paradise Rd (approximately 166 feet).

Seiler updated the board that one of the new employees passed his CDL test and that “Mag” will be applied to Shep’s Canyon road this week.

Mike Young, Senior ROW Specialist, SDDOT, met with the board. Motion made by Nabholz, seconded by Russell to approve the Temporary Easement Agreement, project no. NH 0018(184)39, PCN No. 03TH, Parcel No. A30.

Falkenburg asked Seiler about asphalt for county parking lot across the street, which Seiler will follow up on.

Motion made by Russell, seconded by Nabholz, to set the 2021 PILT Hearing for distribution on July 21, 2020 at 9:20 a.m. The auditor requested consideration to include the Township, and Fire and Ambulance districts to the 2020 distribution, this will also be on the 21st of July.

Sue Ganje, Auditor, met with the board and presented her 2021 budgets.

Susie Hayes, Director of Equalization, met with the board and presented the COVID-19 Reassessment Protocol to use this summer and fall. Discussion was held on alternate methods of assessing. Hayes also presented her 2021 budget.

Motion made by Russell, seconded by Greenough, to approve the License Agreement between Vanguard Appraisals, INC and Fall River County, Director of Equalization; and Service Contract for license #SDREM020, total amount of \$750, for an additional tablet.

Hayes discussed the county discretionary formula, and that a new resolution is required by House Bill 1259. Documentation was provided to the board and discussion was held on keeping the current formula or making a change.

Motion made by Allen, to bring back a commercial and agriculture resolution showing 20, 40, 60, 80, 100 for the discretionary formula. Motion died for a lack of a second. Discussion was also held on bringing back a resolution showing 0, 20, 40, 60, 80. Hayes will bring back resolutions on both options to the next meeting.

The board noted no change on the 2021 Community Health Nurse budget.

Nina Steinmetz, Weed & Pest Office, met with the board and presented her 2021 budget. Motion made by Nabholz, seconded by Russell, to re-classify Katie Pierce as a part-time mosquito monitor, effective July 6, 2020.

The State's Attorney 2021 budget was reviewed, noting changes could be made if needed with the incoming attorney.

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

FALL RIVER COUNTY RESOLUTION #2020-19

A plat of Gough Tract of Block B of Country Club Estates Subdivision, located in the SW1/4 of Section 22, T7S, R5E, BHM, Fall River County, South Dakota

Formerly Lots 11 and 12, Block C and a portion of the balance of the SW1/4

Note: Gough Tract is comprised of all of that property previously described as lots 1R, 2 thru 9, and 12R, Block B, and Lots 1 thru 6, 6A, 7 thru 10, 13 thru 17, 19 and 20, Block C Country Club Estates, and was previously platted in Book X of plats on page 41, Book XI of Plats of Plats on page 19 and Book XI of plats on page 58. And then vacated with documents filed in Misc. Book 87M on page 450, Misc. Book 87M on page 451, and Misc. Book 105M on page 1.

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

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

Dated this 7th day of July, 2020.

/s/Joe Falkenburg
Fall River County Board of Commissioners

ATTEST:

/s/Sue Ganje

Fall River County Auditor

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

FALL RIVER COUNTY RESOLUTION #2020-20

A plat of Lot 10 of Block B of Country Club Estates Subdivision, located in the SW1/4 of Section 22, T7S, R5E, BHM, Fall River County, South Dakota

Note: Gough Tract is comprised of all of that property previously described Lot 10, Block B, Country Club Estates, and was previously platted in Book X of Plats on page 41, and then vacated with the document filed in Misc. Book 125M on page 386.

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

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

Dated this 7th day of July, 2020.

/s/Joe Falkenburg

Fall River County Board of Commissioners

ATTEST:

/s/Sue Ganje

Fall River County Auditor

With Nabholz voting no, all others voting yes, motion carries.

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

FALL RIVER COUNTY RESOLUTION #2020-21

A plat of Bent Pine 2 Tract, located in E1/2 Section 22 and W1/2 Section 23, T8S, R5E, BHM, Fall River County, South Dakota

WHEREAS, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this

Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore,

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

Dated this 7th day of July, 2020.

/s/ Joe Falkenburg
Fall River County Board of Commissioners

ATTEST:
/s/Sue Ganje
Fall River County Auditor

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

Fall River County Resolution #2020 - 16

Whereas Fall River County is an agricultural entity with numerous beef producers, along with a large feedlot, and

Whereas the need for a facility to slaughter these cattle would be both advantageous and highly desirable. It not only would provide a source of economic development but also would offer a local market for our livestock produced in the County, and

Whereas, in the recent past, we have had slowdowns in packing and returns for our beef produced. The magnitude of this facility would be incredible, and

Whereas, Fall River County is in the Southwest corner of the state, and a packing plant may be beneficial to our neighbors in Wyoming and Nebraska, and

NOW THEREFORE BE IT RESOLVED by the Fall River Board of County Commissioners that they do hereby support and encourage the development of such a facility and would endeavor to offer any assistance needed for the expeditious development of this meat packing facility.

Dated this 7th day of July 2020.

Approved by the Fall River County Commissioners

/s/Joe Falkenburg, Chairman

ATTEST:
/s/Sue Ganje

Fall River County Auditor

The 2020-09 Covid-19 resolution was reviewed. Motion made by Allen, seconded by Greenough, to leave the courthouse as it is. With Nabholz voting no, all others voting yes, by roll call vote, motion carries.

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

Fall River County Resolution Number 2020-17

A RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACTUAL DOCUMENTS WITH THE STATE OF SOUTH DAKOTA FOR THE RECEIPT OF CARES ACT FUNDS TO ADDRESS THE COVID-19 PUBLIC HEALTH CRISIS

WHEREAS, pursuant to section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020) (the "CARES Act"), the State of South Dakota has received federal funds that may only be used to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (b) were not accounted for in the budget most recently approved as of March 27, 2020, for the State of South Dakota; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, Fall River County acknowledges that the State of South Dakota, in its sole discretion, may retain full use of these funds for the purposes delineated in the CARES Act; and

WHEREAS, Fall River County acknowledges that in order to provide financial assistance to counties and municipalities in South Dakota, the State of South Dakota, in its sole discretion, may allocate CARES Act funds Act on a statewide basis to reimburse counties and municipalities as delineated herein; and

WHEREAS, Fall River County seeks funding to reimburse eligible expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, Fall River County acknowledges that any request for reimbursement of expenditures will only be for expenditures that were not accounted for in the budget for Fall River County most recently approved as of March 27, 2020; and

WHEREAS, Fall River County acknowledges that it will only seek reimbursement for costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020;

NOW, THEREFORE BE IT RESOLVED by the County Commission of Fall River County that the chairman/ of the Fall River County Commission may execute any and all documents as required by the State in order to receive CARES Act funds.

It is further

RESOLVED that any request for reimbursement will be only for those costs authorized by the State that: (1) Are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (2) Were not accounted for in the County budget most recently approved as of March 27, 2020; and (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

It is further

RESOLVED that the County will not request reimbursement from the State under the CARES Act for costs for which the County previously received reimbursement, or for which the County has a reimbursement request pending before another source.

Approved and adopted this 7th day of July, 2020.

/s/Joe Falkenburg, Commission Chairman
Fall River County South Dakota

ATTEST:

/s/Sue Ganje, Auditor
Fall River County, South Dakota

A resolution was brought to the board that amends the fire index levels for the fire ban. Motion made by Greenough, seconded by Allen, to approve the fire resolution. After discussion, motion retracted, and resolution will be brought back to the next meeting.

Motion made by Allen, seconded by Greenough, to enter executive session as per SDCL 1-25-2 (1) for personnel and legal purposes, at 11:27 a.m.

Meeting reconvened at 11:53 a.m.

Motion made by Greenough, seconded by Allen, to adjourn at 11:54 a.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 30th day of June 2020.

Total Amt of Deposit in First Interstate Bank:	<u>\$354,184.81</u>
Total Amt of Deposit in First National Bank of Lead:	<u>\$1,000.00</u>
Total Amount of Cash:	<u>\$3,532.44</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>\$41,814.54</u>
SAVINGS:	
First Interstate Bank:	<u>\$1,011,157.00</u>
First National Bank of Lead:	<u>\$1,041,268.12</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>\$273,788.71</u>
First National Bank – Lead	<u>\$300,000.00</u>
Black Hills Community	<u>\$800,000.00</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: **TOTAL \$8,660,691.84**

Dated This 30th Day of June 2020.


Sue Ganje, County Auditor of Fall River County.



County Monies: \$8,315,799.37
Held for other Entities: \$162,829.43
Held in Trust: \$182,063.04
TOTAL: \$8,660,691.84

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.

PLAN ADOPTION

Fall River County, South Dakota

Resolution #__

A resolution of the Fall River County Commission Declaring Support and Adoption of the Fall River County Hazard Mitigation Plan, 2020.

WHEREAS, the Fall River County Board of Commissioners supports the contents of the Fall River County Hazard Mitigation Plan, 2020; and

WHEREAS, the Fall River County Hazard Mitigation Plan, 2020 will be utilized as a guide for planning related to FEMA Pre-Disaster Mitigation and other purposes as deemed appropriate by the Fall River County Board of Commissioners.

NOW THEREFORE IT BE RESOLVED, that the Fall River County Board of Commissioners hereby adopts, supports, and will facilitate the Fall River County Hazard Mitigation Plan, 2020 implementation.

Adopted this _____ day of _____, 2020.

Chairman

ATTEST:

FALL RIVER COUNTY RESOLUTION # 2020-18
A RESOLUTION TO PROVIDE FOR TEMPORARY EMERGENCY REGULATION
OF FIRE HAZARDS IN FALL RIVER COUNTY

WHEREAS, the Fall River County Commission is charged with protecting the health and safety of the citizens of Fall River County including all property situated therein; and

WHEREAS, the Fall River County Commission has consulted with local fire officials, law enforcement and emergency management officials concerning the threat posed by wildfires; and

WHEREAS, the threat of wildfires in Fall River County is such so as to pose a significant danger to the health and safety of the citizens of Fall River County including property situated therein; and

WHEREAS, the Fall River County Commission has deemed it necessary to enact certain temporary controls to reduce the threat posed to the citizens and property of Fall River County by wildfires.

NOW THEREFORE BE IT RESOLVED, that pursuant to SDCL 7-8-20 (18) the Fall River County Commission does hereby enact this resolution to insure public safety on an emergency basis, effective immediately and impose a ban on all open burning and fireworks except for petroleum fueled or charcoal briquette fueled grills used for preparing food. This burn ban applies to any resident in Fall River County outside any municipality or land within the Black Hills Fire Protection District, and is in effect when the fire index reaches the **MODERATE, HIGH, VERY HIGH or EXTREME** level. Residents will be allowed to use gas fueled or charcoal fired BBQ grills and will be allowed open burning when the fire index is at the **LOW** level. Campfires will **NOT** be allowed on private land or licensed commercial campgrounds. Campgrounds operated by the State of South Dakota or US Government must follow the established laws and regulations.

IT IS FURTHER RESOLVED, that this open burning ban will remain in effect until repealed by the Fall River County Commission. Pursuant to SDCL 7-18A-2 the penalty for violating this resolution shall include a fine not to exceed two hundred dollars for each violation and/or imprisonment for a period not to exceed thirty days for each violation; or both such fine and imprisonment. Additionally person(s) in violation of this burn ban may be responsible for any and all suppression costs.

BE IT FURTHER RESOLVED, that the Fall River County Commission declares an emergency and this resolution shall be in effect immediately in order to protect the peace, health and safety of the citizens of Fall River County.

Dated this 21st day of July, 2020.

ATTEST:

Joe Falkenburg
Chairman, Fall River Commission

Sue Ganje, Fall River/Oglala Lakota County Auditor

Discretionary Formula – New Resolution

The question has been raised...if we were to change our Discretionary Resolution now, when would it go into effect.

Dept of Revenue has answered a few questions:

1. Anyone currently on the Discretionary, will continue as is through to the end of their 5 years.
2. Any new construction/renovations completed prior to this new resolution date, will fall on the old resolution.
3. Any new construction/renovations completed after this new resolution date will fall under the new resolution.

For the DOE and Auditor's office, this is going to cause some complicated calculations if we have two different discretionary formulas starting in the same year.

We would like to propose to re-write the current resolution as is, 5 years at 0%, in order to comply with the states mandate to make the discretionary valid. Then, IF you choose to change the formula, do it later so it can have an effective date of November 1, to coincide with our legal assessment date.

This would give any current businesses or AG people who were counting on the 5 years at 0% for this year, to get their construction done by November 1.

This would then give any future businesses or AG people a proper notification that things will be different after November 1, and they could plan accordingly.

The DOE office still feels going to a graduated schedule would be best, but we would recommend any changes to be put into effect for the November 1 date.

We will have the blank resolution available at the meeting. Whatever you decide, we can fill them out and get them voted on and signed at the meeting.

NOTE: the tax calculations presented at the last meeting were incorrect. That was the entire tax amount on the Discretionary dollars. The school portion only is less...I will have those figures for you at the meeting. (roughly 50% less)

Thank you,

Sincerely,

Susie Hayes - DOE

FALL RIVER

TOTAL PILT DISTRIBUTION-2019

less 5% off the top for schools

COUNTY

25%

GENERAL	10100R3330000	525,565.44	574,674.45
CRBR	20100R3330000	85,567.11	85,567.11
BDLG	30100R3330000	23,435.53	23,435.53
FIRE	21100R3330000	1,581.42	1,581.42
ARGENTINE	72200L2090200	138.97	34.74
EDGEMONT	73300L2090100	11,881.50	2,970.38
HOT SPRINGS	73300L2090200	3,621.67	905.42
OELRICHS	73300L2090300	5,820.32	1,455.08
ARDMORE	75600L2090100	6,836.59	1,709.15
CASCADE	75600L2090200	4,188.11	1,047.03
EDGEMONT	75600L2090300	3,613.17	903.29
HOT SPRINGS	75600L2090400	1,962.71	490.68
MINNEKAHTA	75600L2090500	1,529.14	382.29
OELRICHS	75600L2090600	6,088.43	1,522.11
ORAL	75600L2090700	4,962.77	1,240.69
SMITHWICK	75600L2090800	14,835.32	3,708.83
		701,628.20	701,628.20

SCHOOLS

EDGEMONT	72100L2090100		18,052.85
HOT SPRINGS	72100L2090200		5,654.32
OELRICHS	72100L2090300		13,220.63
			36,927.80

TOTAL 2019 PILT DISTRIBUTION:

738,556.00

THIS IS THE DISTRIBUTION TAKING 5% STRAIGHT OFF THE TOP OF THE AMOUNT FOR SCHOOLS
25% OF APPORTIONED AMOUNT TO OTHER ENTITIES WITH THAT BALANCE TO THE GENERAL FUND

PILT APPORTIONED BY ACRES AND MILL LEVIES BY ENTITIES

Summary of State & Counties - SD

COUNTY	PAYMENT	TOTAL ACRES
BEADLE COUNTY	\$828	293.00
BON HOMME COUNTY	\$31,208	11,036.00
BROWN COUNTY	\$226	80.00
BRULE COUNTY	\$25,097	8,875.00
BUFFALO COUNTY	\$33,609	11,885.00
BUTTE COUNTY	\$453,270	160,288.00
CAMPBELL COUNTY	\$52,032	18,400.00
CHARLES MIX COUNTY	\$57,756	20,424.00
CLARK COUNTY	\$272	96.00
CLAY COUNTY	\$1,575	557.00
CODINGTON COUNTY	\$0	31.00
CORSON COUNTY	\$199,963	71,037.00
CUSTER COUNTY	\$918,570	397,912.00
DAY COUNTY	\$591	209.00
DEWEY COUNTY	\$222,675	78,743.00
FALL RIVER COUNTY	\$763,134	285,450.00
GREGORY COUNTY	\$50,355	17,807.00
HAAKON COUNTY	\$10,726	3,793.00
HAND COUNTY	\$226	80.00
HARDING COUNTY	\$217,351	99,986.00
HUGHES COUNTY	\$93,119	32,929.00
HYDE COUNTY	\$4,912	1,737.00
JACKSON COUNTY	\$299,277	107,854.00
JERAULD COUNTY	\$113	40.00
JONES COUNTY	\$54,456	19,612.00
LAWRENCE COUNTY	\$618,306	279,084.00
LYMAN COUNTY	\$340,942	121,640.00
MARSHALL COUNTY	\$105	37.00
MCPHERSON COUNTY	\$453	160.00
MEADE COUNTY	\$194,719	81,452.00
MINER COUNTY	\$110	40.00
OGLALA LAKOTA COUNTY	\$5,732	2,027.00
PENNINGTON COUNTY	\$1,698,087	684,847.00
PERKINS COUNTY	\$400,943	143,080.00
POTTER COUNTY	\$36,952	13,067.00
ROBERTS COUNTY	\$1,547	547.00
SPINK COUNTY	\$2,087	738.00
STANLEY COUNTY	\$261,843	93,224.00
SULLY COUNTY	\$85,503	30,236.00
TRIPP COUNTY	\$453	160.00
WALWORTH COUNTY	\$46,546	16,460.00
YANKTON COUNTY	\$6,600	2,334.00

FALL RIVER COUNTY COURTHOUSE

906 N. RIVER STREET

HOT SPRINGS, SD 57747

PHONE: 745-5130 FAX: 745-6835

BID: 4,000 gallons of propane, Request for Bid, to be delivered anytime in July 2020

Specifications: Propane is to be HD-5 grade, 90% or greater propane, preferably 95% propane, with other gases as per ASTM D-1825.

DATE: 7/6/2020

FROM: P.J.'S Hide-Away

PHONE: 890-1010, Fax: 662-5757

BID FOR: 4,000 gallons of propane, delivered to the County Courthouse.

AMOUNT OF BID (including all applicable taxes and fees): 95

AUTHORIZED SIGNATURE: William Jensen

DATE SIGNED: 7/6/2020

NOTE: All bids must be received in the Fall River County Auditor's Office at the above address (faxed or hand delivered), before 9:00 a.m. on Wednesday 8th July 2020, to be considered, unless otherwise stated by the caller for bids.

If declining to bid please fax/return this form with the words: "decline today's bid" on the line designated for the Bid Amount.

Thank You

Lyle Jensen, Maintenance Supervisor

FALL RIVER COUNTY COURTHOUSE

906 N. RIVER STREET

HOT SPRINGS, SD 57747

PHONE: 745-5130, FAX: 745-6835

BID: 4,000 gallons of propane, Request for Bid, to be delivered anytime in July 2020

Specifications: Propane is to be HD-5 grade, 90% or greater propane, preferably 95% propane, with other gases as per ASTM D-1835.

DATE 7/6/2020

FROM Nelson's Propane

PHONE: 745-5959

BID FOR: 4,000 gallons of propane, delivered to the County Courthouse.

AMOUNT OF BID (Including all applicable taxes and fees): \$ 0.89 / gallon

AUTHORIZED SIGNATURE: [Signature]

DATE SIGNED: 7-8-20

NOTE: All bids must be received in the Fall River County Auditor's Office at the above address (faxed or hand delivered), before 9:00 a.m. on Wednesday 8th July 2020 to be considered, unless otherwise stated by the caller for bids.

If declining to bid please fax/return this form with the words: "decline today's bid" on the line designated for the Bid Amount.

Thank You

Lyle Jensen, Maintenance Supervisor

FALL RIVER COUNTY COURTHOUSE

906 N. RIVER STREET

HOT SPRINGS, SD 57747

PHONE: 745-5130, FAX: 745-6835

BID: 4,000 gallons of propane, Request for Bid, to be delivered anytime in July, 2020

Specifications: Propane is to be HD-5 grade, 90% or greater propane, preferably 95% propane, with other gases as per ASTM D-1835.

DATE: 7/6/2020

FROM McGas

PHONE: 745-5959

BID FOR: 4,000 gallons of propane, delivered to the County Courthouse.

AMOUNT OF BID (Including all applicable taxes and fees): 1,099 P/GAL

AUTHORIZED SIGNATURE: [Signature]

DATE SIGNED: 7-6-2020

NOTE: All bids must be received in the Fall River County Auditor's Office at the above address (faxed or hand delivered), before 9:00 a.m. on Wednesday 8th of July, 2020, to be considered, unless otherwise stated by the caller for bids.

If declining to bid please fax/return this form with the words: "decline today's bid" on the line designated for the Bid Amount.

Thank You

Lyle Jensen, Maintenance Supervisor

FALL RIVER COUNTY COURTHOUSE

906 N. RIVER STREET

HOT SPRINGS, SD 57747

PHONE: 745-5130, FAX: 745-6835

BID: 4,000 gallons of propane, Request for Bid, to be delivered anytime in July 2020

Specifications: Propane is to be HD-5 grade, 90% or greater propane, preferably 95% propane, with other gases as per ASTM D-1835.

DATE: 7/6/2020

FROM: CBH Coop

PHONE: 745-5215

BID FOR: 4,000 gallons of propane, delivered to the County Courthouse.

AMOUNT OF BID (Including all applicable taxes and fees): Decline Today's Bid

AUTHORIZED SIGNATURE: CBH CO-OP

DATE SIGNED: 7/6/2020

NOTE: All bids must be received in the Fall River County Auditor's Office at the above address (faxed or hand delivered), before 9:00 am on Wednesday 8th July, 2020, to be considered, unless otherwise stated by the caller for bids.

If declining to bid please fax/return this form with the words: "decline today's bid" on the line designated for the Bid Amount.

Thank You

Lyle Jensen, Maintenance Supervisor

Seek Scan Tripods Kit

\$2,195.00

FREE SHIPPING

QUANTITY

1

Add to Cart

Includes Camera, Fixed Heat Source, USB with Software, Quick Start Guide, 1 Year Warranty Document, and (2) Tripods - (Requires user supplied laptop) - FREE Shipping



ROAD MAINTENANCE AGREEMENT
BETWEEN CUSTER COUNTY AND FALL RIVER COUNTY

Whereas, there are certain roads that border the mutual County Line, and enter into both Counties:

Custer County Secondary Road #CS 25 (Fall River County 26) six (6) miles East of Buffalo Gap for a distance of about five (5) miles and abuts the County Line before dipping into Fall River County in a couple of places; and Custer County Secondary Road #CS 20 (Fall River County 2J) comes out of Custer County and into Fall River County South for about one-half (1/2) mile. It is mutually agreed upon that Custer County will maintain the above roads in exchange for Fall River County maintaining the following roads in Custer County;

Fall River County Secondary Road 416D (Custer County CS17) from where it enters Custer County, North into Buffalo Gap, and Fall River County FAS Primary Road 6291 (Custer County FAS 101) from where it enters Custer County, North into Buffalo Gap.

Gene Burkhardt

Chairman: Fall River Co. Board of Commissioners

as per request of ins. investigator

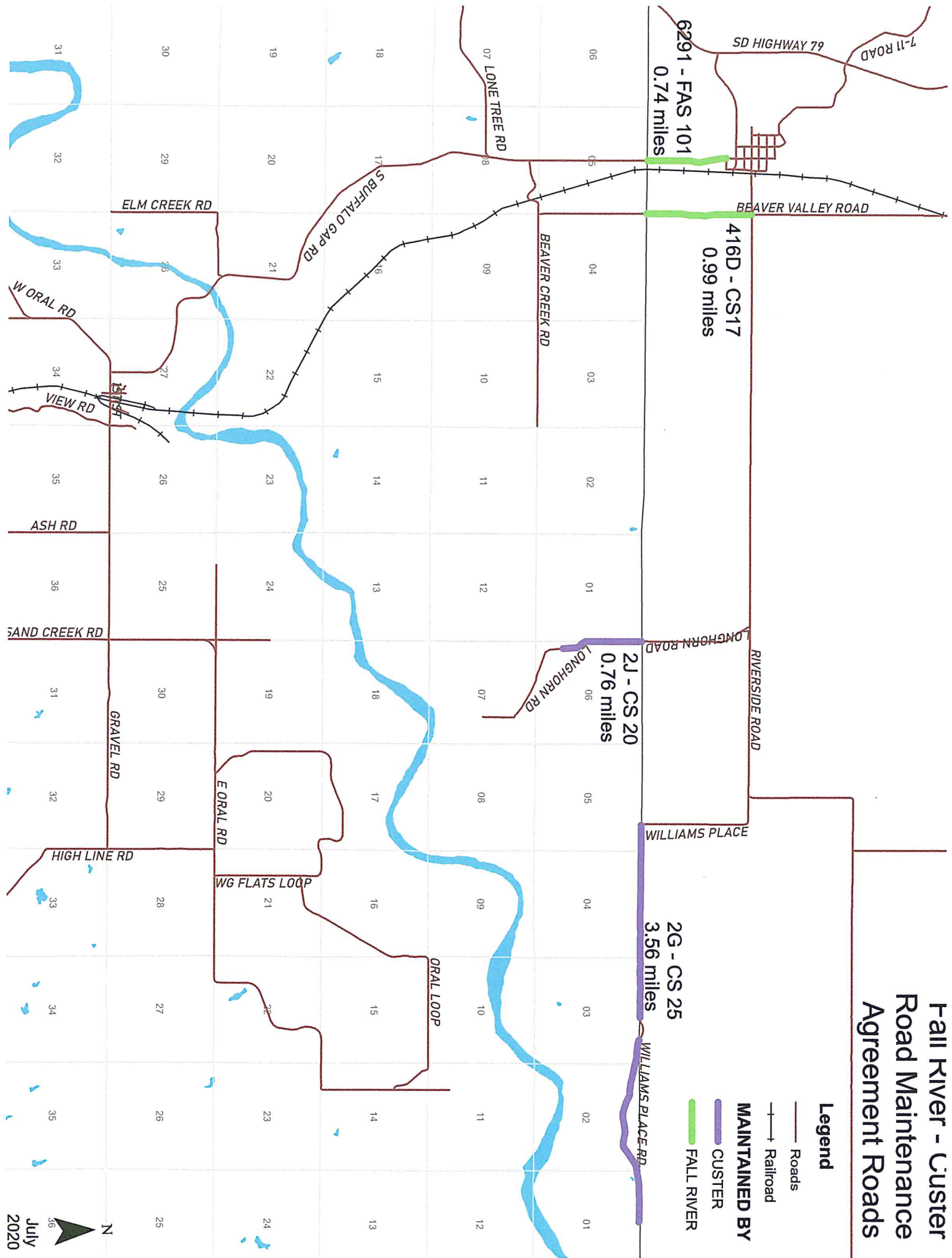
this should be placed on file

William Eger
Chairman: Custer Co. Board of Commissioners

Handwritten initials

Fall River - Custer Road Maintenance Agreement Roads

- Legend**
- Roads
 - +— Railroad
 - MAINTAINED BY**
 - CUSTER
 - FALL RIVER



Subject **Re: Seeking bids on 8000 gal dyed #2 Diesel**
From <hwyofficemgr@gwtc.net>
To Mike Kulish <mkulish@mgoil.com>
Date 2020-07-13 09:19
Priority Highest

Accepted
7/13/2020
Kn

Thanks, Mike, you won the bid.

Please place the order for me, confirm my order, and email an ETA when you have one.

Ken Martin

On 2020-07-13 08:38, Mike Kulish wrote:

1.41555 delivered #2 dyed

Thank you

Mike

-----Original Message-----

From: hwyofficemgr@gwtc.net <hwyofficemgr@gwtc.net>
Sent: Monday, July 13, 2020 7:17 AM
To: Dispatch <dispatch@MGOIL.com>
Subject: Seeking bids on 8000 gal dyed #2 Diesel

Seeking bids on 8000 gal dyed #2 Diesel, to be delivered to our county shop at 27518 Cascade Rd, Hot Springs, SD.

Please respond by 9am.

Ken Martin,

Fall River County HWY Dept Office MGR

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Thank you.

Confidentiality Notice: This email message, including any attachments, is for the sole use of the intended recipients and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message and any attachment(s).

Thank you.



FAXED BID:

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

DATE: 7-13-20

745-4189

FROM: Nelson's Oil & Gas, Inc. PHONE: ~~745-5137~~

BID FOR: 8000 gallons

AMOUNT OF BID: \$ 1.44 / gallon Dyed #2 Diesel
(This bid includes all appropriate taxes and fees)

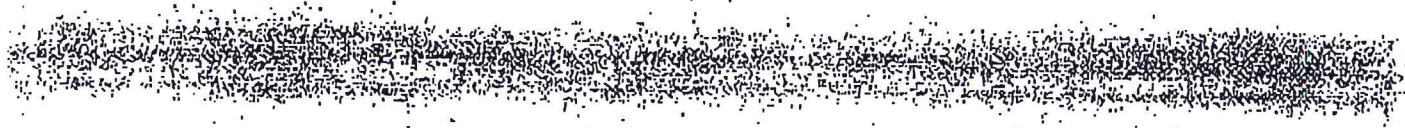
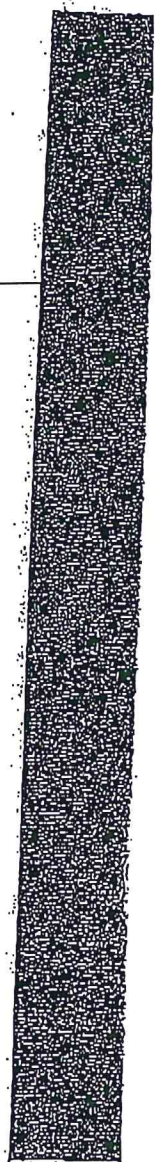
Signed By: *[Signature]*

Richard Nelson

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

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

Thank You



FAXED BID:

TO: FALL RIVER COUNTY HIGHWAY DEPT.

FAX # 745-5912

PHONE # 745-5137

DATE: 7/13/2020

FROM: H-I-D-WAY PHONE: 890-1010

BID FOR: 8000 GAL #2 DSL

AMOUNT OF BID: NO BID - NOT MAKING TANKER ORDER

(THIS BID INCLUDES ALL APPROPRIATE TAXES AND FEES)

Signed By: Bruce TANNER BY PHONE
Kw

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

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

THANK YOU

745 4178

FAXED BID:

TO: FALL RIVER COUNTY HIGHWAY DEPT.

FAX # 605-745-5912

PHONE # 605-745-5137

Accepted
7/15/2020
KW

DATE: 7-15-20

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

BID FOR: Propane (To top off 2) 1000 ga. tanks in Hot Springs and 1) 500 ga. tank in Edgemont) 8000

AMOUNT OF BID: \$ 172 per gal.

(THIS BID INCLUDES ALL APPROPRIATE TAXES AND FEES)

Signed By: [Signature]

NOTE: TODAY'S BIDDING CLOSING AT 3pm, DUE TO LATE NOTICE. KW.

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

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

THANK YOU



Subject: No Bid at this time

Date: 2020-07-15 11:09

From: Todd Moe <toddm@MGOIL.com>

To: Ken Martin <hwyofficemgr@gwtc.net>

Ken, I received your message, unfortunately I will not be able to help you today or tomorrow. There is a shortage of gasoline at the terminals and we are allocated only so many gallons a day. If you don't have any luck with your other suppliers, let me know as I may be able to get you 1000 gallons to get you by until the refinery gets caught back up.

Thank you,

Todd Moe

M.G. Oil Company/Heartland Transportation

Rapid City, SD

Cell 605-431-0399

-----Original Message-----

From: hwyofficemgr@gwtc.net <hwyofficemgr@gwtc.net>

Sent: Wednesday, July 15, 2020 10:47 AM

To: Dispatch <dispatch@MGOIL.com>

Subject: Seeking bids on 8000 gal E10 Unleaded Gas

Seeking bids on 8000 gal E10 Unleaded Gas. This is an emergency request, as our measuring tape was stuck in the gauge, and we are much lower than we should be. Respond ASAP. Bid closes at 3pm.

Ken Martin,

FRC HWY Dept. Office MGR

Confidentiality Notice: This email message, including any attachments, is for the sole use of the intended recipients and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message and any attachment(s). Thank you.

FAXED BID:

TO: FALL RIVER COUNTY HIGHWAY DEPT.

FAX # 745-5912

PHONE # 745-5137

DATE: 7/15/2020
FROM: HI-D-WAY PHONE: 890-1010
BID FOR: 8000 GAL E-10 UNLEADED GAS
AMOUNT OF BID: NO BID - NOT PLACING TANKER ORDERS

(THIS BID INCLUDES ALL APPROPRIATE TAXES AND FEES)

Signed By: BILL TANNER BY PHONE
KW

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

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

THANK YOU

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: 07-09-2020

COURT HOUSE ...FUEL/GAS PURCHASES :

(All Departments)

FROM DATE: 06-01-2020

THROUGH DATE: 06-30-2020

GALLONS: 178.90

TOTAL: \$ 237.94

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: 07-09-2020
SHERIFF'S DEPARTMENT GAS PURCHASES:
FROM DATE: 06-01-2020
THROUGH DATE: 06-30-2020
TOTAL GALLONS: 997.2
TOTAL: \$ 1326.28

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: 07-09-2020
WEED BOARD FUEL PURCHASES:
FROM DATE: 06-01-2020
THROUGH DATE: 06-30-2020
GALLONS: 286.50
TOTAL: \$ 381.05

RESOLUTION NUMBER 2020-22

WHEREAS, the Fall River County Board of Commissioners are responsible for approving plats within Fall River County for the creation of subdivisions and the road systems therein;

WHEREAS, when the current 911 road naming system was adopted in 2007 several roads were renamed to avoid duplicate road names in Fall River County. Other roads were renamed at the request of the landowners;

WHEREAS, these changed road names were never changed by resolution for the purpose of updating the plats on file with the Register of Deeds;

WHEREAS, the Fall River County Board of Commissioners has been presented with a request from Stacey Martin, Geographic Information System Coordinator to change the following road names.

In Angostura Heights Subdivision:

- Riffraff Ridge Road to Ridge Road;
- Lakeview Court to Angostura Lakeview Court;
- Rangeview Road to Pebble Court;
- Lakeview Road to Waterview Road;

In Eagle Valley Subdivision:

- Lori Street to Ty Drive;

In Fred B. Hackett Tract:

- Dodd Drive to Wild Turkey Lane;

In Pine Haven Subdivision:

- Pine Road to Pine Haven Road;
- Cedar Street to Woodland Road;

In Ridgeview Springs Subdivision:

- Pine Drive to Pine Tree Drive;

In Villa Nueva Estates:

- Buena Vista Avenue to Buena Vista Road;

In W.U. Germond's Cold Brook Addition

- Elsey Avenue to Jericho Road;

WHEREAS, the new road names have been used by the current landowners for over 10 years;

NOW THEREFORE, LET IT HEREBY BE RESOLVED AS FOLLOWS:

Riffraff Ridge Road located in Angostura Heights Subdivision and recorded in Plats Book Number XVII, page 12, Plats Book Number XVII, page 24, Plats Book Number XXI, page 47, & Plats Book Number XXVII, page 80, shall from the effective date of this resolution be named Ridge Road.

Lakeview Court located in Angostura Heights Subdivision and recorded in Plats Book Number XVIII, page 80, shall from the effective date of this resolution be named Angostura Lakeview Court.

Rangeview Road located in Angostura Heights Subdivision and recorded in Plats Book Number XVIII, page 80, Plats Book Number XXVI, page 13, Plats Book Number XXVII, page 151, shall from the effective date of this resolution be named Pebble Court.

Lakeview Road located in Angostura Heights Subdivision and recorded in Plats Book Number XVIII, page 80, shall from the effective date of this resolution be named Waterview Road.

Lori Street located in Eagle Valley Subdivision and recorded in Plats Book Number XII, page 32 & Book Number XII, page 53, shall from the effective date of this resolution be named Ty Drive.

Dodd Drive located in Fred B. Hackett Tract and recorded in Plats Book Number X, page 2 & Plats Book Number X, page 9, shall from the effective date of this resolution be named Wild Turkey Lane.

Pine Road located in Pine Haven Subdivision and recorded in Plats Book Number IX, page 100, Plats Book Number X, page 90, Plats Book Number XVII, page 23, Plats Book Number XVIII, page 86, Plats Book Number XXII, page 15, Plats Book Number XXIII, page 8, Plats Book Number XXIII, page 37, & Plats Book Number XXVII, page 37, shall from the effective date of this resolution be named Pine Haven Road.

Cedar Street located in Pine Haven Subdivision and recorded in Plats Book Number IX, page 100, Plats Book Number X, page 90, Plats Book Number XVI, page 68, Plats Book Number XVII, page 23, Plats Book Number XXII, page 15, Plats Book Number XXIII, page 37, & Plats Book Number XXVII, page 37, shall from the effective date of this resolution be named Woodland Road.

Pine Drive located in Ridgeview Springs Subdivision and recorded in Plats Book Number XVIII, page 56, shall from the effective date of this resolution be named Pine Tree Drive.

Buena Vista Avenue located in Villa Nueva Estates and recorded in Plats Book Number XVII, page 45 & Plats Book Number XXVI, page 91, shall from the effective date of this resolution be named Buena Vista Road.

Elsy Avenue located in W.U. Germond's Cold Brook Addition and recorded in Plats Book Number I, page 21, Plats Book Number XII, page 31, & Plats Book Number XXVII, page 90, shall from the effective date of this resolution be named Jericho Road.

That these road names be changed on the above-named plats and any subsequent plats of said roads.

DATED this ____ day of _____, 2020.

APPROVED:

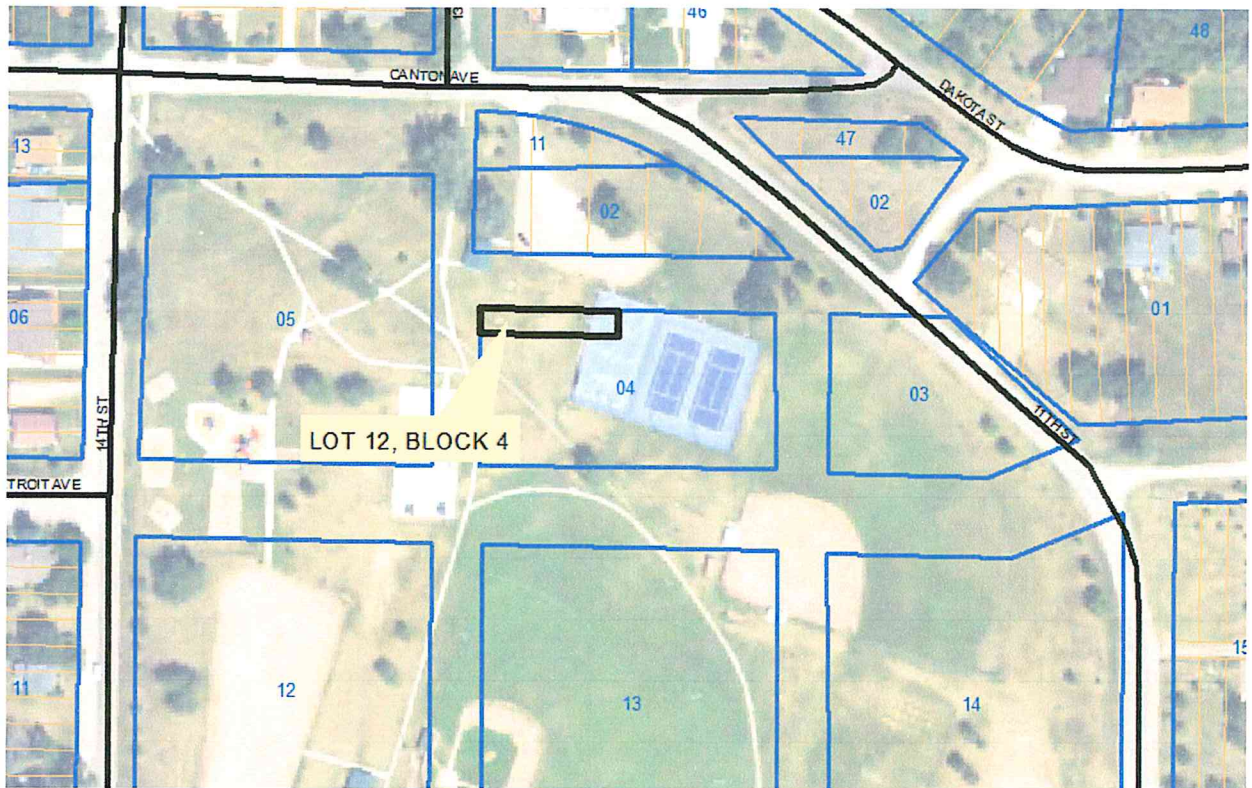
Joe Falkenburg
Chairman, Fall River County Board of Commissioners

ATTEST:

Fall River County Auditor

First Reading: _____
Published: _____
Effective Date: _____

In 1926 the county seized Lot 12, Block 4 of Fargo and Prentice Addition of Hot Springs for taxes. The property was auctioned and without any other bidders the property became the county's. This is the last deed of record for this lot which sits within Butler Park as seen below.



We would recommend that Fall River County quitclaim this property to the City of Hot Springs as the owner of the surrounding park.

FALL RIVER COUNTY RESOLUTION NO. 2020-9

AN EMERGENCY RESOLUTION TO ADDRESS A PUBLIC HEALTH CRISIS BY IMPLEMENTING CERTAIN MEASURES WHICH HAVE BEEN DEEMED NECESSARY TO SLOW THE COMMUNITY SPREAD OF CORONAVIRUS (COVID-19).

WHEREAS, the Fall River County Commission has the authority to pass Resolutions, per SDCL§7-8-20 (10), for the purpose of promoting the health, safety, morals and general welfare, of the community and the promotion of health and the suppression of disease; and

WHEREAS, an outbreak of the disease COVID-19, which is caused by the novel coronavirus, has been confirmed in more than 100 countries, including the United States; and

WHEREAS, COVID-19 is a severe respiratory disease transmitted by person-to-person contact, or by contact with surfaces contaminated by the virus. In some cases, especially among older adults and persons with serious underlying health conditions, COVID-19 can result in serious illness requiring hospitalization, admission to an intensive care unit, and death; and

WHEREAS, the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), and the Secretary of the U.S. Department of Health and Human Services have declared the outbreak of COVID-19 as a public health emergency; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency in response to the global pandemic of COVID-19; and

WHEREAS, on the same day, Governor Kristi Noem, issued Executive Order 2020-04 which declared a state of emergency to exist in the State of South Dakota in response to the spread of COVID-19; and

WHEREAS, a case of COVID-19 has been confirmed in Western South Dakota; and

WHEREAS, the CDC and health experts have recommended social distancing to slow the spread of COVID-19; and

WHEREAS, social distancing is a method of slowing down or stopping the spread of a contagious disease by reducing the probability of contact between infected persons and those not infected in order to minimize disease transmission; and

WHEREAS, in response to the need to implement social distancing all schools in the state have been closed for at least two weeks; and

WHEREAS, on March 16th, 2020, the White House issued guidance recommending that social gatherings of more than ten people be avoided and

WHEREAS, the failure to successfully implement social distancing will likely result in higher numbers of infected individuals and has the potential to overwhelm the capacity of the

County's health care providers; and

WHEREAS, it is important that control measures be taken to reduce or slow down the spread of COVID-19 in order to protect the health and safety of the County's residents, especially for seniors and those with underlying health conditions that make them particularly vulnerable to COVID-19.

NOW THEREFORE, BE IT RESOLVED, by the Fall River County Commission that:

1. Effective immediately, all Fall River County Facilities are closed to the general public. County and Unified Judicial System offices will continue to operate and conduct business by mail, email, online, by phone or by arranging to work face-to-face/in person on a case-by-case basis.
2. Effective immediately, in cases when a member(s) of the public displays symptoms of COVID-19, as specified by the South Dakota Department of Health, the County offices are directed to refuse face-to-face/in person service and encourage the individual(s) to seek medical attention as specified by public health authorities.
3. This Resolution shall **be** reviewed at each upcoming commission meeting, and appropriate action will be taken as needed.

BE IT FURTHER RESOLVED, that this Resolution is necessary for the immediate preservation of the public peace, health, safety, and welfare of Fall River County and shall become effective Monday, March 30th, 2020, and is designed to cause the least amount of disruption to the public.

Dated this 27th day of March, 2020.

ATTEST:

Joe Falkenburg
Fall River County Board of Commissioners

Sue Ganje
Fall River County Auditor

STATE OF SOUTH DAKOTA

**LOCAL GOVERNMENT COVID RECOVERY FUND
REIMBURSEMENT AGREEMENT**

This Agreement made and entered into by and between the Bureau of Finance and Management, a state agency, of 500 East Capitol Avenue, Pierre, South Dakota, (the "State") and Fall River County, a political subdivision of the State of South Dakota, of 906 N. River Street, Hot Springs, South Dakota (the "Sub-recipient").

WHEREAS, pursuant to section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020) (the "CARES Act"), the State of South Dakota has received federal funds that may only be used to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 ("COVID-19"); (b) were not accounted for in the budget most recently approved as of March 27, 2020, for the State of South Dakota; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the State of South Dakota, in its sole discretion, may retain full use of these funds for the purposes delineated in the CARES Act; and

WHEREAS, the Sub-recipient acknowledges that the State may, in its discretion, utilize CARES Act funds in order to assist counties and municipalities individually or on a statewide basis, all while ensuring compliance with the CARES Act; and

WHEREAS, in order to provide financial assistance to counties and municipalities in South Dakota, the State of South Dakota, in its sole discretion, has allocated a portion of said funds on a statewide basis to reimburse counties and municipalities for COVID-19 expenditures as delineated herein; and

WHEREAS, the Sub-recipient is a county or municipality and seeks funding to reimburse expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, the Sub-recipient acknowledges that any request for reimbursement of expenditures will only be for expenditures which were not accounted for in the Sub-recipient's budget most recently approved as of March 27, 2020; and

WHEREAS, the Sub-recipient will only seek reimbursement for costs incurred during the period that began on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the State retains discretion, consistent with the CARES Act and related U.S. Department of Treasury ("Treasury") guidance, to act on a statewide basis to ensure efficient and responsible use of available CARES Act funds and avoid duplicating benefits through overlapping programs at the county or municipality level.

NOW THEREFORE, in consideration of and pursuant to the terms and conditions set forth herein, the State hereby enters into this Agreement for reimbursement of certain expenditures with Sub-recipient.

1. The Sub-recipient will submit to the State a reimbursement request, along with such supporting documentation acceptable to the State in its sole and absolute discretion, evidencing any eligible expenditure for which the Sub-recipient seeks reimbursement under this Agreement.
 - A. The Sub-recipient hereby declares that it does understand, agree, represent, and warrant that reimbursement under this Agreement will only be claimed for the purpose of covering allowable, allocable, and reasonable expenditures actually made by the Sub-recipient and that such costs:
 - (1) Are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
 - (2) Were not accounted for in the Sub-recipient's budget most recently approved as of March 27, 2020; and
 - (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
 - B. The Sub-recipient separately represents and warrants that it will not claim reimbursement under this Agreement for expenditures 1) for which Sub-recipient previously received reimbursement from another source of funds including, but not limited to, other federal programs; or 2) for which Sub-recipient has a reimbursement request pending before another source of funds including, but not limited to, other federal programs. In the event Sub-recipient determines either of the conditions above apply to a reimbursement request that is pending or has been paid under this Agreement, it shall immediately provide notice to the State and withdraw its request or repay such funds provided hereunder, as applicable.
 - C. The Sub-recipient confirms the State may rely upon the foregoing representations and warranties in sections 1.A. and 1.B. on a continuing basis. Additionally, the Sub-recipient agrees submission of a reimbursement request shall act to reaffirm its representations and warranties as of the date of each such reimbursement request.
 - D. The Sub-recipient understands that further guidance concerning the authorized uses of federal COVID-19 funds is likely to become available on an ongoing basis due to the emergency nature of the federal program funding. The Sub-recipient therefore expressly agrees to be bound by the terms of any additional guidance the State may provide without further amendment of this Agreement, provided the State distributes such guidance via a circular memorandum, letter ruling, official

interpretive statement, FAQ, or other similarly formal expression of the State's position with respect to the administration of its federal award.

- E. To the extent further instruments, documents, or amendments may in the State's discretion become necessary either to achieve the purposes of this Agreement or to ensure the Sub-recipient's performance of its obligations herein, the Sub-recipient agrees it will execute such additional instruments, documents, or amendments at the State's request.
- 2. This Agreement shall be effective March 1, 2020 through December 30, 2020, unless sooner terminated pursuant to the terms hereof.
 - 3. Compliance with Laws and Federal Sub-recipient Status

The Sub-recipient will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to this Agreement, and will be solely responsible for obtaining current information on such requirements. By accepting this Agreement, the Sub-recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

- A. This Agreement specifically creates a recipient-sub-recipient relationship between the State and the Sub-recipient for federal funding purposes. As such, the Sub-recipient agrees to execute the Sub-recipient Responsibilities Annex contained in Annex A hereto. Upon execution, the Sub-recipient Responsibilities Annex shall be incorporated fully into this Agreement.
- B. In the event of a conflict between the provisions of the Sub-recipient Responsibilities Annex and those set forth in this Agreement, the terms and conditions of this Agreement shall prevail. Until execution of the Sub-recipient Responsibilities Annex and its incorporation into this Agreement, the State will have no obligation for reimbursement under this Agreement.
- C. The Sub-recipient understands and agrees that, in addition to the obligations in this Agreement, it will comply with all elements of the Uniform Grant Guidance (2 CFR 200.0 *et seq.*). Sub-recipient further understands and agrees that its obligation with respect to the Uniform Grant Guidance is an essential aspect of its performance under this Agreement and extends to, but is not limited to, the following:
 - Conflict of interest;
 - Mandatory disclosures;
 - Pre- and post-award requirements;
 - Cost principles;
 - Financial reporting;
 - Pass-through/sub-recipient requirements;

- Audit requirements.

4. Conditioned on the availability of funds, the State will make payment upon receipt and approval of a reimbursement request supported by such documentation required in Section 1 above. Consistent with currently applicable Treasury guidance, the State will allocate \$200 million of its CARES Act funding on a statewide basis for reimbursement of county and municipal COVID-19 expenditures. In order to ensure an equitable allocation of said amount among counties and municipalities, this amount has been further allocated among those various jurisdictions consistent with the general per capita allocation approach provided for in Treasury guidance. The foregoing notwithstanding, Sub-recipient agrees this is a reimbursement agreement and that Sub-recipient has no present or otherwise vested interest in or entitlement to receive the full calculated amount of any allocation and under no circumstances is Sub-recipient entitled to any advance payment of such allocation. The TOTAL CONTRACT AMOUNT for any county or municipality is not fixed and is ascertainable only to the extent to which the Sub-recipient incurs costs eligible under this Agreement and funding remains available. Further, the Sub-recipient understands the amount allocated for the purposes of this Agreement is subject to change at the State's sole discretion as a result of subsequent federal guidance, changing needs, or other conditions associated with COVID-19 response. There is no guarantee of Sub-recipient's reimbursement until the State actually makes payment. Payment under this Agreement will be made consistent with SDCL ch. 5-26.

Sub-recipient acknowledges that when necessary to ensure efficient use of CARES Act funds, to comply with the CARES Act and related Treasury guidance, or to meet the needs of South Dakota, the State's use of funds on behalf of local governments satisfies Treasury guidance that may indicate a state should transfer 45 percent of its allocation to local governments.

5. Sub-recipient will adopt and use proper methods of administering the assistance requested through this Agreement, including the enforcement of any obligations imposed by law for carrying out this grant and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation. The foregoing responsibility for administration is in addition to any specific requirements outlined in Annex A or found in federal law or regulation, including those in 2 CFR 200.0 *et seq.*
6. Indemnification and Remedies
 - A. The Sub-recipient agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability, costs, attorney fees, or other proceedings that may arise as the result of its performance hereunder.
 - B. The State is providing funds hereunder on the basis of the Sub-recipient's undertakings in this Agreement. In addition to any other rights and remedies provided for elsewhere in the Agreement, including its Annex A, the Sub-recipient hereby agrees to repay the State an amount equal to any amount

disallowed by a subsequent audit or investigation, or the amount determined by a subsequent audit or investigation, as well as any excess funds it receives from the State under this Agreement. As security for, and additional comfort of, its ability to perform its repayment obligation under this Agreement, the Sub-recipient hereby grants to State a right of offset and intercept for any State funding or payment to which the Sub-recipient is entitled, now or in the future, for so long as any repayment obligation created by this section 6.B. remains unsatisfied.

- C. The various rights, powers, options, elections, and remedies of the State provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed the State by law, and shall in no way affect or impair the right of the State to pursue any other contractual, equitable, or legal remedy to which the State may be entitled. The election by the State of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.
7. This Agreement may be terminated by either party hereto upon thirty (30) days written notice, but in any event, this Agreement is automatically terminated on December 31, 2020. In the event the Sub-recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. The State may terminate this Agreement by providing reasonable notice, which notice may be less than ten (10) days, of its intent to reallocate all remaining funding to another COVID-19 response purpose and establishment of a date after which reimbursement for Sub-recipient's expenditures will no longer be available. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for reimbursement requests received prior to the date of termination. Without limiting the foregoing, and in order to a) ensure all reimbursements under this Agreement remain chargeable to federal funds under the CARES Act and not to State funds; and b) to ensure CARES Act funds may be reallocated to ensure full utilization for COVID-19 response throughout the state, the State may additionally establish a date prior to termination after which it will no longer accept reimbursement requests and provide notice of the same to Sub-recipient under Section 18 herein.
8. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. If the State reallocates funds as contemplated in section 4 and remaining funding is insufficient to reimburse the Sub-recipient, this Agreement will be deemed terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
9. This Agreement may not be assigned without the express prior written consent of the State. Except otherwise provided for herein, this Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

10. The State agrees to provide technical assistance regarding the State's rules, regulations, and policies to the Sub-recipient and to assist in the correction of problem areas identified by the State's monitoring activities.
11. Sub-recipient certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
12. State's Right to Approve Subcontractors, Sub-Sub-Recipients, and Others
 - A. The Sub-recipient will not use subcontractors or sub-sub-recipients to perform work under this Agreement without the express prior written consent of the State. The State reserves the right to complete a risk assessment on any proposed subcontractor or sub-sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-recipient will cause its subcontractors, sub-sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and sub-sub-recipients. The Sub-recipient is required to assist in this process as needed.
 - B. The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.
13. Sub-recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.
14. The Sub-recipient agrees to abide by all applicable provisions of the following:

Byrd Anti Lobbying Amendment (31 USC 1352); Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180); Drug-Free Workplace; Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; Drug Abuse Office and Treatment Act of 1972; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; Age Discrimination Act of 1975; Americans with Disabilities Act of 1990; Pro-Children Act of 1994; Hatch Act; Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended; Clean Air Act; Federal Water Pollution Control Act; Charitable Choice Provisions and Regulations; Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38; the Violence Against Women Reauthorization Act of 2013; and American Recovery and Reinvestment Act of 2009, as applicable; any other nondiscrimination provision in the specific statute(s) under which application for federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

15. The Sub-recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient review of any reimbursements made hereunder, including records and documents regarding applications, determination for eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. Sub-recipient's obligations above shall in no way limit the application of the additional record requirements outlined in Annex A – Sub-recipient Responsibilities Annex.
16. Pursuant to Executive Order 2020-01, for contractors, vendors, suppliers, or subcontracts with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this contract the Sub-recipient certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and have not taken other similar actions intended to limit its commercial relations, related to the subject matter of the contract, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this contract. The Sub-recipient further agrees to provide immediate written notice to the State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination.
17. This Agreement, together with all amendments and attachments hereto, is a public record. Subject to the provisions of SDCL 1-27 referenced below, the parties further agree that all supporting documentation for reimbursements under this Agreement is a public record, may be posted online by the State, and in any case will be made available upon

request to members of the public. Confidential information or information protected from disclosure under SDCL 1-27 may be removed or redacted from any posting.

18. Any notice or other communication required under this Agreement shall be in writing and sent to the addresses set forth above. Notices shall be given by and to **Liza Clark** on behalf of the State, and by and to Sue Ganje, on behalf of the Sub-recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
19. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.
20. In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision that would require or permit the application of another jurisdiction's substantive law. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
22. The State acknowledges this Agreement is authorized under the provisions of SDCL § 5-18A-9 and that per SDCL § 5-18D-21(6) this Agreement is exempt from the bidding provisions of SDCL §§ 5-18D-17 to 5-18D-20, inclusive.

[SIGNATURE PAGE FOLLOWS]

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

STATE

SUB-RECIPIENT

By:

By:

Liza Clark, Commissioner
Bureau of Finance and Management

Joe Falkenburg , Chairman
Fall River County



Date

Date

ANNEX A

STATE OF SOUTH DAKOTA
BUREAU OF FINANCE AND MANAGEMENT

Sub-recipient Responsibilities Annex
Between

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

State of South Dakota
Bureau of Finance and Management
500 E. Capital Avenue
Pierre, SD 57501

Referred to as Sub-recipient

Referred to as State

The State and Sub-recipient hereby enter into this Sub-recipient Responsibilities Annex (together with the Reimbursement Agreement, the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION

Information for the Federal Award Identification, as described in 2 CFR 200.331(a) may be inserted below or may be included in an attached Exhibit A and, if attached, is incorporated herein. In the event of a change in the award or funding source, the information inserted below or included in Exhibit A may change. Sub-recipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This Agreement shall be effective as provided for in Section 2 of the Reimbursement Agreement.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS (add an addendum if needed; if an addendum is used it is incorporated herein):

A. The Sub-recipient will undertake and complete the work or performance as described in Exhibit A.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of reimbursing costs incurred by Sub-recipient pursuant to the Coronavirus Relief Fund (Section 601 (a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("Cares Act")). The amounts are indicated in Exhibit A, line f.

5. RISK ASSESSMENTS, MONITORING AND REMEDIES

Risk assessments will be ongoing throughout the project period. Sub-recipient agrees to allow the State to monitor Sub-recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-recipient. In the event Sub-recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-recipient by the State, shall be retained in Sub-recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-recipient's established record retention policies.

All payments to the Sub-recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-recipient.

7. AUDIT REQUIREMENTS:

If Sub-recipient expends \$750,000 or more in federal awards during the Sub-recipient's fiscal year, the Sub-recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-recipient expends less than \$750,000 during any Sub-recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the 9th month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-recipient must be made available if needed and upon request at the Sub-recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2 CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION

By signing this Agreement, Sub-recipient attests to the following requirements as set forth in SDCL § 1-56-10:

- (A) A conflict of interest policy is enforced within the recipient's or Sub-recipient's organization;
- (B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or Sub-recipient's website;
- (C) An effective internal control system is employed by the recipient's or Sub-recipient's organization; and
- (D) If applicable, the recipient or Sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or Sub-recipient's website.

Sub-recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

If Sub-recipient is a non-state agency they agree to disclose to the State, in writing, any conflicts of interest that exist under the Sub-recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the OpenSD website.

In the event of a significant change in the conflict of interest policy, Sub-recipient agrees to provide immediate notice of such change to the State and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT

The State will prepare the closeout documents for grants less than \$250,000, which will consist of a (1) signed request to close the grant from the subrecipient. The State will prepare the closeout documents for grants \$250,000 or more, consisting of (1) a signed request to close the grant from the subrecipient and (2) an accounting from the subrecipient of all costs expended in conjunction with the grant. The State will review the accounting for accuracy or necessary corrections and upon verification of accuracy the State will submit the closeout to the federal agency for final reconciliation. Whether or not audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to three years after the closeout. If either the final financial report or the final audit discloses an overpayment to the sub-recipient, the State may, at its option, either require the sub-recipient to repay the overpayment to the State or deduct the amount of overpayment from monies due the sub-recipient under this Agreement or under any other agreement between the sub-recipient and the State.

10. PROCUREMENT

Sub-recipient agrees to follow procurements standards as found in 2 CFR 200.317 through 2 CFR 200.326 and SDCL 5-18A.

11. COST PRINCIPLES:

Sub-recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

12. PROPERTY MANAGEMENT STANDARDS:

The sub-recipient agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a Federal grant.

13. LICENSING AND STANDARD COMPLIANCE:

The sub-recipient agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The sub-recipient will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Sub-recipient's failure to ensure the safety of all individuals served is assumed entirely by the Sub-recipient.

D. AUTHORIZED SIGNATURES:

[SIGNATURE PAGE FOLLOWS]

In witness hereto, the parties signify their agreement by affixing their signatures hereto.



Joe Falkenburg, Chairman, Fall River County _____
Date

Liza Clark, Commissioner, Bureau of Finance and Management _____
Date

Exhibit A

FEDERAL AWARD IDENTIFICATION

a. Sub-recipient's name (which must match the name associated with its DUNS number):

b. Sub-recipient's DUNS number and unique entity identifier:

c. Federal Award Identification Number (FAIN):

d. Federal Award Date: March 27, 2020

e. Sub-award Period of Performance: *March 1, 2020 to December 30, 2020*

f. Amount of federal funds obligated to the sub-recipient by this agreement: To Be Determined

g. Total amount of the federal funds obligated to the sub-recipient:

h. Total amount of the federal award committed to the sub-recipient:

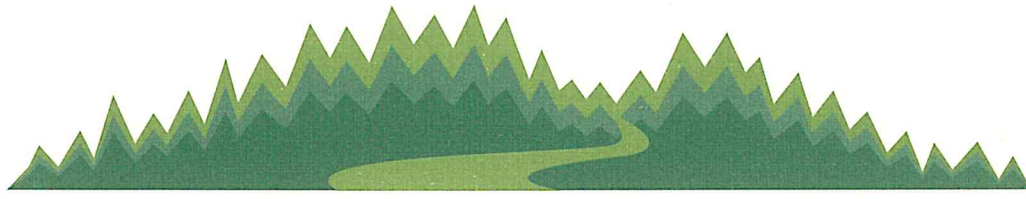
i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows:

This grant is made for the purpose of reimbursing costs incurred by Sub-recipient pursuant to the Coronavirus Relief Fund (Section 601 (a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“Cares Act”).

j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

Awarding Agency: U.S. Department of the Treasury
Pass-through Entity: SD Bureau of Finance and Management
Contact Information: Monte R. Kramer
605-773-4743

- k. CFDA No(s) and Name(s): 21.019 – Coronavirus Relief Fund
- l. Is the grant award for research and development (R&D)? Yes ___ No X
- m. Indirect Cost Rate for federal award: Not Applicable



Black Hills Regional Multiple Use Coalition

P.O. Box 9496 • Rapid City, SD 57709 • 605-341-0875 • Fax 605-341-8651

MS. SUE GANJE
FALL RIVER COUNTY COMMISSIONERS
906 NORTH RIVER STREET
HOT SPRINGS SD 57747

Dear MS. GANJE,

July 14th, 2020

TO: BOARD OF DIRECTORS

SUBJECT: MEETING NOTICE

The next Black Hills Regional Multiple Use Coalition, Board of Directors meeting will be July 24th at 4:00 pm, in the '76 Room of the Spearfish Holiday Inn.

The tentative agenda items are:

- Black Hills Timber
- September Field Trip Planning
- National Policy Topics of Interest
- Directors' Round Robin

Please feel free to call me at 605-341-0875 if you have any questions or comments.

Ben Wudtke
Executive Secretary

How to Subscribe to Nebraska Nat'l Forests & Grasslands GovDelivery

1. Navigate to https://public.govdelivery.com/accounts/USDAFS/subscriber/new?category_id=110207
2. Enter the email address you wish to use to receive NEPA notifications and click Submit

Email Updates

To sign up for updates or to access your subscriber preferences, please enter your contact information below.

Email Address * X

Your contact information is used to deliver requested updates or to access your subscriber preferences

3. Enter the email address again in the Confirm Email Address box

4. You may enter a password – this is **OPTIONAL**

5. Check the Privacy box and click Submit

6. At the Success screen you may click Finish or choose to look Subscriber Preferences.

*Update your subscriptions, modify your password or email address, or stop subscriptions at any time on your **Subscriber Preferences** page.*

Success

has been successfully subscribed to Nebraska National Forests & Grasslands for USDA Forest Service.

Subscriber Preferences

Your contact information is used to deliver requested updates or to access your subscriber preferences.

New Subscriber

Primary Email Address

You must enter a primary email address. You will use this to access and update your subscriptions or modify your subscriber preferences

Email Address *

Confirm Email Address *

Optional Password

Enter an optional password to add password protection to your subscriber preferences.

Password

Confirm Password

Privacy

By checking this box, you consent to our data privacy policy. *

Your contact information is used to deliver requested updates or to access your subscriber preferences



United States
Department of
Agriculture

Forest
Service

Nebraska National Forests and
Grasslands

125 North Main Street
Chadron, NE 69337
308-432-0300
TDD: 308-432-0304

File Code: 1950
Date: July 7, 2020

Dear Planning Participant,

Thank you for your interest in the planning process on the Nebraska National Forests and Grasslands. To better outreach planning information on projects forest-wide, while reducing costs and environmental impacts, the Nebraska National Forests and Grasslands is moving to electronic mailing lists for all NEPA projects.

On October 1, 2020, we will decommission our postal mailing list and move to the GovDelivery electronic delivery system (email) for all of our current and future NEPA projects.

GovDelivery allows you, the user to choose specific interests, issues, or areas of concern for which you would like to receive information. You can modify your subscription at any time to help you remain informed and engaged in environmental analysis for projects on your local forest or nationwide.

Electronic delivery provides subscribers immediate access to downloadable project documents that are then easy to share with staff or interested colleagues. Electronic delivery will also reduce the number of unwanted letters and extra copies of large documents received by allowing users to request paper copies or CDs for specific projects.

To take advantage of electronic delivery, you must subscribe by visiting the GovDelivery sign up page at https://public.govdelivery.com/accounts/USDAFS/subscriber/new?category_id=110207. You may also sign up on the Nebraska National Forests and Grasslands Projects web page <https://www.fs.usda.gov/projects/nebraska/landmanagement/projects> and clicking on "Transition to GovDelivery" in the Developing Projects section.

The current postal mailing list will be decommissioned, and all subscriptions disabled on October 1, 2020. After that date, you should not expect to receive project notifications by postal mail. If you have any questions or concerns regarding moving to electronic mailing system GovDelivery, please submit your comments and return contact information by sending a letter to:

Nebraska Mailing List
ATTN: Environmental Coordinator
125 North Main Street
Chadron, NE 69337

If you have questions or need assistance, please contact Geri Mason, Acting Environmental Coordinator at geri.mason@usda.gov. We look forward to hearing from you.

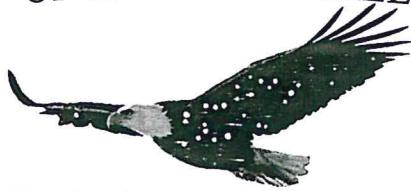
Sincerely,
NATHANIEL
MARCOE
JACK ISAACS
Forest Supervisor

Digitally signed by NATHANIEL
MARCOE
Date: 2020.07.07 08:16:27
-05'00'

Enclosure



ADDICTION RECOVERY CENTERS OF THE BLACK HILLS



14 Mt. Rushmore, Suite C
Custer, SD 57730
T: 605-673-2844 F: 605-673-2639
www.arcbh.org

*Serving the Southern Hills Since 1974
Embrace the Day ☺*

Greetings!

Addiction Recovery Centers of the Black Hills (ARCBH) is an outpatient alcohol & drug facility providing behavioral health services focusing on addiction and co-occurring disorders to the communities of Oglala Lakota, Shannon, Custer, Fall River and Pennington counties. We deliver client-centered services in a welcoming, accessible, and responsive environment. We assist adults, youth, and families to access and engage in a continuum of addiction and co-occurring services located within their respective communities.

We are committed to helping all people achieve personal change, improve quality of life, and recover from addiction. We offer behavioral health care and assist with community resources. We provide a comprehensive, culturally sensitive, safe, and empathetic environment. ARCBH continually improves our delivery of evidence-based services to be the center of excellence for co-occurring and behavioral health services. The Joint Commission surveyed and found ARCBH to meet the requirements for the behavioral health care accreditation program.

No matter what your addiction, or your circumstances, we welcome all people. ARCBH will work with you to secure funding, if you are eligible, and will apply a sliding fee scale to your services. If we cannot provide what you need, we will help you find the right services in our community. We offer the following services:

Alcohol and Drug Assessments

Adult Continued Care Group

Adult Intensive Outpatient Treatment

Co-occurring Groups

Individual Counseling

Cognitive Behavioral Intervention Substance Abuse (CBISA)

DUI Classes

Gambling Assessments

Individualized Treatment Planning

Individualized Mental Health Counseling

Moral Reconciliation Therapy (MRT)

**Youth Diversion - Custer & Hot Springs Locations*

**Youth Continued Care Group - Custer & Hot Springs Locations*

**Youth Intensive Outpatient Treatment - Custer & Hot Springs Locations*

ARCBH would appreciate your participation in completing our survey through Survey Monkey:
<https://www.surveymonkey.com/r/T98SM2Y>. Please feel free to have your staff complete the survey.

Sincerely,

Julie Birner, MA, MSW, CSW, LAC, QMHP
Director

1520 N. Haines Avenue Suite 6
Rapid City, SD 57701
T: 605-716-7841 F: 605-718-0404

646 Jennings Ave. Ste. 2
Hot Springs, SD 57747
T: 605-745-6300 F: 605-745-7471