FALL RIVER COUNTY UNAPPROVED MINUTES OF MAY 6, 2021

The Fall River Board of County Commissioners met in regular session on May 6, 2021. Present: Joe Allen, Les Cope, Joe Falkenburg, Heath Greenough, Deb Russell and Sue Ganje, Auditor.

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

The agenda was reviewed for conflicts; none were noted. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED. The full context of the meeting can be found on the county website under Commissioners at http://fallriver.sdcounties.org, or, under Fall River County Commission, SD at http://www.YouTube.com.

Motion made by Greenough, seconded by Russell, to approve the agenda with the amendment to change the longevity pay for Anthony Otteson to $25.00, rather than $20.00, per month.

Motion made by Russell, seconded by Greenough, to approve the minutes for April 1 and April 15, 2021. Consolidate Board minutes from April 15, 2021 and April 22, 2021 were not available.

Motion made by Russell, seconded by Allen, to approve the Auditor's Account with the Treasurer as follows:

AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

TO THE HONORABLE BOARD OF FALL RIVER COUNTY COMMISSIONERS:
I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 31st day of March 2021.

Total Amount of Deposit in First Interstate Bank, HS:	$	1,653,412.90
Total Amount of Deposit in First National Bank, Lead:	$	1,000.00
Total Amount of Cash:	$	1,533.46
Total Amount of Treasurer's Change Fund:	$	900.00
Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:	$	57,072.51
SAVINGS:		
First Interstate Bank, HS:	$	309,900.73
First National Bank of Lead: ICS Acct	$	1,044,642.25

CERTIFICATES OF DEPOSIT:

First Interstate, HS:		$ 772,669.12
Black Hills Federal Credit Union, HS:		$ 250,000.00
Bank of the West, HS:		$ 538,178.84
Schwab Treasury:		$ 273,871.98
First National Bank, Lead:		$ 306,046.60
Black Hills Community, Rapid City:		$ 805,786.21
Liberty National, Sioux Falls:		$ 4,000,000.00

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

Register of Deeds Change Fund:		$ 500.00
Highway Petty Cash:		$ 20.00
Election Petty Cash:		$ 15.00

RETURNED CHECKS:

Brun, Cyril	9/2/2020	$	806.60
Schmit, Troy	10/20/2020	$	85.60
Caveye, Russell	10/26/2020	$	64.77
	TOTAL	**$**	**10,016,506.57**

Dated This 31st Day of March 2021.

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

County Monies	$	9,277,112.05
Held for other Entities	$	539,776.92
Held in Trust	$	199,617.60
TOTAL	**$**	**10,016,506.57**

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

The board reviewed a Notice of Disinterment Permit affecting Fall River County.

Motion made by Russell, seconded by Cope, to approve the pay raises for Anthony Otteson (Jailer), $25 per month longevity, effective during May payroll, as per union contract and Crispeen Stover (Register of Deeds), $13.00 to $14.00 as per union contract, (2080 hours), effective April 28, 2021, as per union contract.

Motion made by Greenough, seconded by Russell, to approve pay raises for Rachel Hosterman (Sheriff's Office), $14.00 to $16.00, (1040 hours), 6-month review, effective April 21, 2021 and Amy Rhoads (Extension), $14.00 to $16.00, (1040 hours), 6-month review, effective April 6, 2021, as per union contract.

Motion made by Cope, seconded by Allen, to approve the request to appoint Jerry Shagla to fill the vacancy on the Hot Springs Rural Fire District Board of Directors, as per SDCL 34-31A-15.1.

Motion made by Allen, seconded by Greenough, to approve sending a letter to Governor Noem, requesting consideration to add Solar Energy Facilities to financial security requirements for decommissioning wind turbines in SDCL 49-41B-39.

Motion made by Greenough, seconded by Cope, to approve travel for Lance Russell, State's Attorney, to attend the SA Association meeting, May 4 through May 6, 2021, Deadwood, to include per diem as needed.

Motion made by Russell, seconded by Greenough, to approve a temporary liquor license for Winner's Circle on June 5, 2021 at Lindsay Livesay residence, 27523 Snow Ln, Hot Springs, SD 57747.

Motion made by Cope, seconded by Greenough, to table the county poor application until 11:00 a.m.

Frank Maynard, Emergency Management, met with the board. Motion made by Greenough, seconded by Russell, to approve Memorandum of Understanding between the USDA Forest Service and Fall River County for Cooperative Frequency Use.

Maynard reported that during the Statewide tornado drill held on April 21, the sirens in Edgemont and Oelrichs didn't function. Rushmore Communications are working to correct the issue. Maynard also reported on the required paperwork that was submitted to OEM on April 29th; attending the Planning Information Exchange; that the Kawasaki ATV has been repaired for $755.82, and that the water sample analysis for the South Annex has been completed, the water quality is good. Fires and incidents were reported.

Nina Steinmetz, Weed and Pest, met with the board. Motion made by Greenough, to keep the 4-wheeler and sprayer for a spare or use during fires. Motion dies for a lack of a second.

Motion made by Russell, seconded by Cope, to surplus to sell the 2001 Honda 4 x 4, and sprayer, and advertise for sealed bids, to be opened at the June 3, 2021 meeting at 9:30 a.m.

Discussion was held on the 1990 Chevrolet pickup, agreeing to put it on the next county surplus sale.

Motion made by Cope, seconded by Allen, to advertise for part-time summer help to spray and monitor mosquitoes and other projects, with a starting wage of $11.00 per hour.

Dan Cullen, Veteran's Service Officer, met with the board, to present the 1st quarterly report. Discussion was held on completing the annual Veteran's Benefit Administration Computer Training, meeting with the VA suicide prevention coordinator to discuss community assistance, filing of claims, benefits, assisting veterans in filing for their military records, State Veterans Home

applications, burial benefits and headstones. 70 awards for disability or pension were noted, for a total of $311,410.01 this quarter.

Jessica Hamar, representing the Oelrichs Senior Citizens on meals, met with the board to discuss the meals for seniors as The Office is no longer open. Hamar provides the meals from her home for typically 3 – 5 people; she is certified through Serv Safe.

Motion made by Greenough, seconded by Allen, to check the legalities with State's Attorney Russell on continuing the support by the county for meals provided in a location without a certified commercial kitchen, but with a Serv Safe certificate.

The 2021 – 2022 Malt Beverage and SD Wine License Hearing was held as advertised. Motion made by Cope, seconded by Greenough, to approve the 2021 – 2022 Malt Beverage and SD Wine License renewals, and authorize the chairman to sign. Renewals were approved for the following businesses: Angostura Den Inc.; Coffee Cup Fuel Stop #9 Hot Springs; Common Cents Food Store; Forney's Standard Service; Hidden Lake Campground and Resort LLC; Hot Springs, SD KOA; Inferno on the Beach; Pirates and the Stateline Casino.

Greenough discussed the May 26, 2021 meeting that will be held at the Mueller Center on taxes, and the need for legislation to prevent increased taxes due to the current sales which are above the current market values. The public is invited.

Discussion was held on Powertech Industries Inc. (subsidiary of Azarga Uranium) and their recent motion for conference status in Pierre. Approximately 10 individuals spoke in opposition of the proposed uranium mining in Fall River and Custer County, voicing concerns on environmental issues and the risk of contaminating aquifers. Motion made by Allen, to rescind the May 25, 2013 motion to not intervene. Motion dies for lack of a second. Discussion continued on risks, water usage, officers of the corporation being from Canada, and possibility of Russian ownership.

Suzanne Starr, Director of Policy and Legal Services, SD Unified Judicial System, met with the board to discuss the Rural Attorney Recruitment program. She advised how the process worked; monies that the county, state and SDUJS would provide and how the program encourages young attorneys to return to rural areas. Cole Romey from Oelrichs would be the candidate for Fall River County this year. This item will be on the next agenda.

Motion made by Russell, seconded by Cope, to approve the bills as follows:

GENERAL FUND

AMERICAN FAMILY ASSURANCE	AMERICAN FAMILY ASSURANCE	$549.16
CURA HOSPITALITY	INMATE FOOD/SUPPLY	$12,117.43
BANKS, BRIDGETTE	COURT REPORTER	$136.80
BRUMBAUGH & QUANDAHL, P.C.	GARNISHMENT	$36.36
BLACK HILLS ENERGY	UTILITY POWER ELECTRIC	$3,621.84
BOMGAARS SUPPLY	SUPPLY	$27.08
BOSTON MUTUAL LIFE INS CO	LIFE INSURANCE	$32.76

CENTURY BUSINESS LEASING	COPIER LEASE & USAGE	$1,270.51
CHEYENNE SANITATION	SANITATION COLLECTION	$371.73
CODY, DENISE	QMHP/MI	$18.00
COLBATH, ANGELA M	CAAF/MAG/JUV	$25,231.34
CREDIT COLLECTION BUREAU	COLLECTIONS	$32.81
CULLIGAN SOFT WATER	RENTAL/SUPPLY	$223.50
DELTA DENTAL PLAN OF SD	DELTA DENTAL	$2,304.40
EFTPS	EFTPS PAYROLL TAXES	$41,784.29
EDGEMONT PUBLIC LIBRARY	2021 BUDGET ALLOTMENT	$4,000.00
EN-TECH LLC	FUMIGATION	$410.00
EXECUTIVE MGMT FINANCE	BIT NETWORK FEES	$204.35
DUDE SOLUTIONS, INC.	GIS SUPPORT CONTRACT	$313.85
FALL RIVER HISTORICAL SOCIETY	2021 BUDGET ALLOTMENT	$6,000.00
FALL RIVER HEALTH SERVICE	INMATE MEDICAL	$1,329.30
FARRELL, FARRELL &GINSBACH	CAAF	$6,306.30
FALL RIVER COUNTY HERALD	PUBLICATION	$641.60
GOLDEN WEST	PHONE BILL/LONG DISTANCE	$2,305.56
HEAVY HIGHWAY FRINGS	INSURANCE FEES	$600.00
HILLYARD/SIOUX FALLS	SUPPLY	$226.60
HOT SPRINGS ACE HARDWARE	SUPPLY	$252.16
HOT SPRINGS AMBULANCE	CPR CLASS	$90.00
HOT SPRINGS AUTOMOTIVE	SUPPLY	$71.41
CITY OF HOT SPRINGS	CITY WATER BILL	$681.87
HOT SPRINGS PUBLIC LIBRARY	2021 BUDGET ALLOTMENT	$20,000.00
THE HR SPECIALIST	SUBSCRIPTION	$137.00
HR SPECIALIST: EMPLOYMENT	SUBSCRIPTION	$179.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	$19,935.50
KARPEL SOLUTIONS	ANNUAL CONTRACT	$1,650.00
KATTERHAGEN, MARK	QMHP/MI	$33.00
LIUNA LABORERS LOCAL 620	UNION DUES	$350.00
LEWNO, LUCY	QMHP/MI	$343.02
LOCKWOOD, DARCY	QMHP/MI	$15.00
LYNN, JACKSON, SHULTZ	ABUSE AND NEGLECT	$257.40
LYNN'S DAK. MART PHARMACY	INMATE PHARMACY	$2,907.87
QUADIENT LEASING USA, INC	POSTAGE MACHINE LEASE	$760.80
MASTEL, BRUCE	DATABASE SETUP & MONITORING	$35.00
MCLEODS OFFICE SUPPLY CO.	SUPPLIES	$169.90
MEADE COUNTY AUDITOR	INMATE BOARDING	$80.00
MICROFILM IMAGING SYSTEMS	SCANNING EQUIPMENT LEASE	$202.50
MIDCONTINENT TESTING, INC	WATER TESTING	$40.00
MONUMENT HEALTH	INMATE MEDICAL	$102.91
NATIONWIDE RETIREMENT	NATIONWIDE RETIREMENT	$500.00
QUADIENT FINANCE USA, INC	POSTAGE	$1,426.87

NEW YORK LIFE INSURANCE	NEW YORK LIFE INSURANCE	$65.00
NORTON, TINA	CONTRACT NURSE INMATE	$1,250.00
NUTRIEN AG SOLUTIONS	SUPPLY	$1,184.30
CHILD SUPPORT PAYMENT CNT	CHILD SUPPORT	$655.00
OLSON'S PEST TECHNICIANS	FUMIGATION	$350.00
O'NEILL, JUSTIN	CAAF	$3,599.69
PENNINGTON COUNTY JAIL	TRANSPORTATION	$381.10
PENNINGTON COUNTY	QMHP/MI	$201.00
QUILL CORPORATION	OFFICE SUPPLIES	$88.26
RELIANCE STANDARD LIFE	VISION PLAN	$211.44
SDACC	CATASTROPHIC LEGAL	$2,939.00
SD DEPT OF REVENUE	AUTO/MI STATE REMITT	$1,283.26
SD OFFICE OF CHILD & FAMILY	QUARTERLY PUBLIC HEARING	$3,269.50
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	$20,510.54
SD SECRETARY OF STATE	NOTARY FEE	$60.00
SERVALL	RUG/UNIFORM SERVICE	$587.50
SHRM	SUBSCRIPTION	$219.00
SOFTWARE SERVICES INC	SOFTWARE SERVICES	$4,960.00
SONNY'S SUPER FOODS	SUPPLY	$161.86
SD SUPPLEMENT RETIREMENT	SDRS SUPPLEMENT RETIREMENT	$800.00
STEVEN'S AUTOMOTIVE	SERVICE	$380.80
NORTON, MIKAYLA	BLOOD DRAWS	$900.00
TRUGREEN COMMERCIAL	SERVICE	$42.24
UNITED WAY BLACK HILLS	UNITED WAY DONATE	$60.00
VERIZON WIRELESS	CELL PHONE PLAN	$547.51
WESTERN FIRST AID & SAFETY	1ST AID SUPPLY	$208.26
YANKTON CO TREASURER	PAPERS SERVED	$100.00
BASTIAN, TRACY	PILOT	$100.00
BEHRENS, DONNA	MILEAGE REIMBURSEMENT	$21.42
MILES, SASHA	BLOOD DRAW	$150.00
COMMISSIONERS	APRIL SALARIES	$4,100.00
AUDITOR'S OFFICE	APRIL SALARIES	$19,662.10
AUDITOR'S OFFICE	OVERTIME	$35.98
TREASURER'S OFFICE	APRIL SALARIES	$15,190.98
TREASURER'S OFFICE	OVERTIME	$268.14
STATE'S ATTORNEY'S OFFICE	APRIL SALARIES	$14,386.63
STATE'S ATTORNEY'S OFFICE	OVERTIME	$583.19
MAINTENANCE	APRIL SALARIES	$9,103.31
MAINTENANCE	OVERTIME	$59.52
ASSESSOR'S OFFICE	APRIL SALARIES	$17,739.88
REGISTER OF DEED'S OFFICE	APRIL SALARIES	$11,048.66
REGISTER OF DEED'S OFFICE	OVERTIME	$22.15
VETERAN'S SERVICE OFFICE	APRIL SALARIES	$4,013.36

GIS	APRIL SALARIES	$3,960.15
SHERIFF	APRIL SALARIES	$21,663.20
SHERIFF	OVERTIME	$5,386.74
JAIL	APRIL SALARIES	$24,876.59
JAIL	OVERTIME	$3,876.35
CORONER	APRIL SALARIES	$450.00
NURSE'S OFFICE	APRIL SALARIES	$4,023.39
EXTENSION OFFICE	APRIL SALARIES	$3,261.20
EXTENSION OFFICE	OVERTIME	$42.00
WEED & PEST	APRIL SALARIES	$4,205.69
	TOTAL FOR GENERAL FUND	$373,562.67
COUNTY ROAD & BRIDGE		
A & B WELDING SUPPLY CO.	WELDING SUPPLIES/LEASE	$204.62
ADVANCE DRUG TESTING	RANDOM EMPLOYEE DRUG TEST	$78.00
AMERICAN FAMILY ASSURANCE	AMERICAN FAMILY ASSURANCE	$350.88
B H ELECTRIC COOP INC.	UTILITY HWY ELECTRIC	$66.08
BLACK HILLS ENERGY	UTILITY POWER ELECTRIC	$609.92
BOMGAARS	SUPPLY	$143.50
BROSZ ENGINEERING, INC.	ENGINEERING	$5,097.50
BUTLER MACHINERY CO.	SUPPLIES/REPAIRS	$9,440.59
CHEYENNE SANITATION	SANITAION COLLECTION	$74.00
CITY OF EDGEMONT	CITY OF EDGEMONT WATER	$84.10
DALE'S TIRE & RETREADING	TIRE PARTS/SUPPLY	$701.10
DELTA DENTAL PLAN OF SD	DELTA DENTAL	$471.00
FLOYD'S TRUCK CENTER	REPAIRS/PARTS	$183.52
EFTPS	EFTPS PAYROLL TAXES	$9,890.80
FALL RIVER AUTO SUPPLY	AUTO PARTS/REPAIR	$216.59
FORWARD DISTRIBUTING	SUPPLIES/PARTS	$73.60
FALL RIVER COUNTY HERALD	PUBLICATION	$44.00
GOLDEN WEST	PHONE BILL/LONG DISTANCE	$257.43
HEAVY HIGHWAY FRINGE	INSURANCE FEES	$150.00
HOT SPRINGS ACE HARDWARE	SUPPLY	$35.57
HOT SPRINGS AUTOMOTIVE	AUTO SUPPLY PARTS	$702.06
CITY OF HOT SPRINGS	CITY WATER BILL	$27.52
RICOH USA INC	CONTRACT SERVICE	$75.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	$3,920.00
LIUNA LABORERS LOCAL 620	UNION DUES	$125.00
LAWSON PRODUCTS	SUPPLY	$433.40
NELSONS OIL & GAS INC.	UTILITES	$19,794.72
NEWMAN SIGNS INC.	SIGNAGE	$396.30
RELIANCE STANDARD LIFE	VISION PLANN	$39.54
SAFETY-KLEEN SYSTEMS, INC	SUPPLIES	$700.72
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	$5,041.86

SEILER, RANDY	CELL PHONE REIMBURSEMENT	$75.00
WESTERN FIRST AID & SAFETY	1ST AID SUPPLY	$152.01
HIGWHAY DEPARTMENT	APRIL SALARIES	$40,963.81
HIGWHAY DEPARTMENT	OVERTIME	$1,051.91
	TOTAL COUNTY ROAD & BRIDGE	$101,671.65
911 SURCHARGE REIMBURSEMENT		
AMERICAN FAMILY ASSURANCE	AMERICAN FAMILY ASSURANCE	$67.21
CENTURY BUSINESS LEASING	COPIER LEASE AND USAGE	$104.11
CREDIT COLLECTION BUREAU	COLLECTIONS	$302.86
DELTA DENTAL PLAN OF SD	DELTA DENTAL	$418.30
EFTPS	EFTPS PAYROLL TAXES	$5,386.50
GOLDEN WEST	PHONE BILL/LONG DISTANCE	$777.93
HEAVY HIGHWAY FRINGE	INSURANCE FEES	$90.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	$2,693.50
LIUNA LABORERS LOCAL 620	UNION DUES	$75.00
RELIANCE STANDARD LIFE	VISION PLAN	$6.33
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	$2,782.47
VERIZON WIRELESS	CELL PHONE PLAN	$42.05
DISPATCH	APRIL SALARIES	$20,972.03
DISPATCH	OVERTIME	$2,232.00
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	$35,950.29
EMERGENCY MANAGEMENT		
BLACK HILLS POWERSPORTS	MAINTENANCE	$755.82
EFTPS	EFTPS PAYROLL TAXES	$1,522.73
GOLDEN WEST	PHONE BILL/LONG DISTANCE	$145.86
HOT SPRINGS AUTOMOTIVE	SUPPLY	$203.16
JENSEN, ED	SPOTTER	$60.00
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	$616.82
VERIZON WIRELESS	CELL PHONE PLAN	$84.10
FR EMERGENCY MANAGEMENT	APRIL SALARIES	$5,140.22
	TOTAL FOR EMERGENCY MANAGEMENT	$8,528.71
24/7 SOBRIETY FUND		
EFTPS	EFTPS PAYROLL TAXES	$259.44
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	$28.07
24/7 OFFICE	APRIL SALARIES	$1,703.00
	TOTAL FOR 24/7 SOBRIETY FUND	$1,990.51
M & P RELIEF		
MICROFILM IMAGING SYSTEMS	SCANNING EQUIPMENT LEASE	$165.00
	TOTAL FOR M & P RELIEF	$165.00
COURTHOUSE BUILDING FUND		
HOT SPRINGS ACE HARDWARE	SUPPLY	$1.32
ELECTRICAL ENGINEERING	REPAIR	$3,747.88
	TOTAL FOR COURTHOUSE BUILDING FUND	$3,749.20

TOTAL PAID BETWEEN 4/16/21 AND 5/6/21 $525,618.00

Break was taken at 10:13 a.m. and the meeting reconvened at 10:21 a.m.

Public comment was heard from Commissioner Falkenburg who presented a Proclamation of Appreciation to Edie Jenniges, who is retiring from the State's Attorney's office, for her service to the county. Debra Johnston, Sarah Peterson, Rajni Lerman and Mary Helen Pederson spoke of opposition to uranium mining.

Randy Seiler, Highway Superintendent, met with the board and presented fuel quotes as follows:

4/19/2021 Fuel Quotes	7,500 Gal 50/50 blend #1 and #2 Diesel
Nelson's	$2.64/gallon
Hi-D-Way	No Bid
MG Oil	No Bid

Motion made by Russell, seconded by Allen, to accept the low bid from Nelson's for $2.64 per gallon for 7,500 gallons of 50/50 Red diesel, for a total amount of $19,800.00.

Discussion was held on the incoming solar farm that will be along County Road #4A. The board requested Seiler to negotiate for road repairs, as he does with the oil industry and other agreements on county roads. A representative from the solar farm will be coming to a future meeting.

Motion made by Russell, seconded by Allen, to approve travel for Seiler to attend the Summer meeting in Pierre, June 9th and 10th, 2021.

Motion made by Greenough, seconded by Allen, to advertise for sealed bids on the Argentine Township Bridge, Project BRO 8024(00)19-1, to be opened June 3, 2021, at 10:20 a.m.

Seiler updated the board that the Tribe had visited about the Chilson Bridge – no response has been given yet. Jerry Heisinger and Ken Martin are retiring. County roads are now being graveled. Jim Angell reported that Old 18 and Rocky Ford Road are looking great. The new road grader should be coming soon; gravel samples have been taken from the Fall River County pit, and Greenough noted how well the LTAP training went.

Vince Logue, Deputy Sheriff, reported that there are 15 males and 4 females in the Fall River County Jail, with 3 males in the Pennington County Jail, for a total of 22 inmates.

Brief discussion was held with Director of Equalization Hayes on a public presentation at the Mueller Center from 3:00 pm to 5:00 p.m. on May 26, 2021 to discuss non-ag sales, and tax options.

Stacey Martin, GIS, met to provide more updates on the Ag Soil table, with a power point presentation of the preliminary report about the Fall River County agriculture land valuation

changes. Martin noted the increased values in the county due to the change of class 4 soils to crop rather than grass. This preliminary report is based on the soil table issued by the SD Department of Revenue in July of 2020 (currently being reviewed). Prior to the new table, 14% of Ag land in the county was designated as crop soil, the new table shows an increase to 42% crop soils. Martin's presentation included original and new weighted averages; the use of weighted ratings to calculate the top dollars on crop and non-crop soils, and the new values using the new weighted rate x acres x the new top dollars. Her presentation further showed the effect of new top dollars, breaking soils into 3 groups and changes to the weighted averages. The power point on the Ag Land Table Report is on youtube.com. under Fall River Commission, SD.

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

FALL RIVER COUNTY RESOLUTION #2021-24

A Plat of Lot 6 of Shep's Canyon Estates Subdivision, located in Section 22, 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 6th day of May, 2021.

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

ATTEST:
/s/Sue Ganje
Fall River County Auditor

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

FALL RIVER COUNTY RESOLUTION #2021-25

A Plat of Lot 3B of Shep's Canyon Estates Subdivision, located in Section 22, 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 6th day of May, 2021.

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

ATTEST:
/s/Sue Ganje
Fall River County Auditor

Motion made by Russell, seconded by Greenough, to take the County Poor application off the table.

Motion made by Russell, seconded by Greenough, to deny CP#2021-02.

The following people presented budget requests for 2022:

Sandra Swenson, Hot Springs Senior Citizens
Randy 'Uriah' Luallin, Fall River County Historical Museum

Sue Ganje, Auditor, presented the March 31, 2021 General Fund Surplus Analysis for review, noting the need to remove certain designations as they are no longer needed. Motion made by Russell, seconded by Cope, to remove prior designations of $50,000 for Bridge #24-135113 and $53,000 for election equipment, and approve additional designations of $22,500.00 for the rural attorney recruitment program, $200,000.00 for gravel, and $196,000.00 for cash balance to be applied in future budgets.

Ganje also spoke on SB 152 – County's issuance of off-sale liquor licenses. Prior to July 1, 2021, action is needed to set the fee for the off-sale liquor licenses and determine how the commission will allocate the 4 available licenses to applicants. Ganje noted that there may be an opportunity to set a License Purchase fee and is working with the State's Attorney on that. Motion made by Russell, seconded by Allen, to table the discussion on SB 152 and issuance of off-sale liquor licenses.

Stacey Martin, GIS, met with the board, to speak of maps sent to counties by the state to determine GIS accuracy. Fall River county was one of 5 counties meeting all the accuracy requirements on the initial test. The state needs 98% accuracy to transition to the Next Gen 911 System. Martin also presented information on the procedure used to name roads, referring to situations where landowners do not agree. In general, GIS determines if it meets rules in place. At certain times, a vote is taken by landowners. Martin questioned the board on procedure when there is disagreement and presented some options on road naming. Those voicing complaints can meet with the board until a different procedure is considered.

Motion made by Allen, seconded by Cope, to enter into executive session, as per SDCL 1-25-2(1) personnel purposes for an exit interview with Edie Jenniges at 11:54 a.m.

Meeting resumed at 12:03 p.m.

Motion made by Russell, seconded by Greenough, to adjourn at 12:04 p.m.

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

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

22SC09____

STATE OF SOUTH DAKOTA
DEPARTMENT OF HEALTH
DIVISION OF FAMILY AND COMMUNITY HEALTH
Sub-Recipient Agreement
Between

Fall River County C/O County Auditor 906 North River St. Hot Springs SD 57747-1309	South Dakota Department of Health Division of Family and Community Health Office of Child and Family Services 600 East Capitol Avenue Pierre, SD 57501-2536 (605) 773-3361
Referred to as "Sub-Recipient"	Referred to as "State"

The State and Sub-Recipient hereby enter into this 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 is inserted below. In the event of a change in the award of funding source, the information inserted below 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.

1.1 Subrecipient Information:

a. Sub-recipient's name, City, State, and Zip +4 (which must match the name associated with its DUNS number): Fall River County, Hot Springs, SD 57747-1309
b. Sub-Recipient's DUNS number /unique entity identifier: 627758915
c. Federal Award Identification Number (FAIN): 203SD708W1003
d. Federal Award Date: 10/01/2020
e. Sub-award Period of Performance: 06/01/2020 to 05/31/2021
f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance: $9,271.00
g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance: $0
h. Amount of Federal Award to the Sub-recipient for this period of performance: $9,271.00
i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: This agreement is made for the purpose of providing clerical services for the Women, Infants and Children (WIC) Program in Fall River County. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through local agencies at no cost to eligible persons.
j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: USDA Food and Nutrition Services, South Dakota Department of Health, and Blaire Tritle – blaire.tritle@state.sd.us
k. CFDA No(s) and Name(s): 10.557 and Special Supplemental Nutrition Programs for Women, Infants and Children
l. Is the grant award for research and development (R&D)? YES _____ NO X

m. Department of Health Indirect Cost Rate for federal award: 07/01/2018 to 06/30/2020 = 6.2%
07/01/2020 to 06/30/2021 = 6.3%

1.2.

a. Sub-recipient's name, City, State, and Zip +4 (which must match the name associated with its DUNS number): Fall River County, Hot Springs, SD 57747-1309
b. Sub-Recipient's DUNS number /unique entity identifier: 627758915
c. Federal Award Identification Number (FAIN): 203SD708W1003
d. Federal Award Date: 10/01/2021
e. Sub-award Period of Performance: 06/01/2021 to 5/31/2022
f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance: $8,709.00
g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance: $0
h. Amount of Federal Award to the Sub-recipient for this period of performance: $8,709.00
i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: This agreement is made for the purpose of providing clerical services for the Women, Infants and Children (WIC) Program in Fall River County. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through local agencies at no cost to eligible persons.
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k. CFDA No(s) and Name(s): 10.557 and Special Supplemental Nutrition Programs for Women, Infants and Children
l. Is the grant award for research and development (R&D)? YES _____ NO X
m. Department of Health Indirect Cost Rate for federal award: 07/01/2020 to 06/30/2021 = 6.3%
07/01/2021 to 06/30/2022 = 6.1%

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective on June 1, 2021 and will end on May 31, 2022, unless sooner terminated pursuant to the terms hereof.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

a. Sub-recipient is not a full or part-time employee of State or any agency of the state of South Dakota.

b. Sub-recipient, as an independent contractor, is solely responsible for the withholding and payment of applicable income and Social Security taxes due and owing from money received under this contract.

c. Sub-recipient may use the following equipment, supplies or facilities owned by the state of South Dakota.

a) The Sub-recipient will use a state owned, personal computer and, if the Sub-Recipient is able to demonstrate to the State's satisfaction that general office equipment and general office supplies are not available, the State will provide such office equipment and supplies, including but not limited to, a desk, chair, filing cabinet and general office supplies. No State facilities will be used by the Sub-Recipient in fulfillment of this contract

d. Sub-recipient will not purchase capital assets or equipment using State funds.

e. The Sub-Recipient will undertake and complete the work or performance described as :

i. Assist and support State in complying with Federal Funding Accountability and Transparency Act (FFATA) requirements by providing any and all information the State must report to be

compliant with FFATA. More information about FFATA reporting requirements can be found at www.fsrs.gov.

ii. Indemnify and hold harmless State for any amount of costs for non-compliance with FFATA requirements due to Sub-recipient non-compliance or failure to comply with provision IV. (E) (i) above. Sub-recipient understands and agrees that it is liable to State for any costs determined to be not allowed by the United States government for non-compliance with FFATA requirements due to Sub-recipient's failure to supply State with any requested information necessary to comply with FFATA.

iii. Will comply with the terms and conditions of the Child Nutrition Act of 1966 which WIC is section 1786: https://fns-prod.azureedge.net/sites/default/files/CNA_1966_12-13-10.pdf . The Healthy, Hunger-Free Kids Act of 2010 https://www.gpo.gov/fdsys/pkg/PLAW-111publ296/pdf/PLAW-111publ296.pdf and 7 CFR 246 https://www.ecfr.gov/cgi-bin/text-idx?SID=a42889f84f99d56ec18d77c9b463c613&node=7:4.1.1.1.10&rgn=div5

iv. Provide clerical services for the Women, Infants, and Children (WIC) Program in compliance with federal regulations and State's WIC Policy and Procedure Manual, including ongoing WIC Program memo and policy revisions. This includes determining income, residency and identity of current participants.

v. Hire and manage employees to complete the job roles and responsibilities outlined in this contract and in section 1.06H of the policy and procedure manual located at https://sdwic.org/wp-content/uploads/1.06HClerical.pdf.

vi. Allow new employees to attend and participate in new employee training as stipulated by the WIC Program. This will include overnight travel for the SD WIC-IT training. Completion of SD WIC-IT Training and new employee training is a requirement to access SDWIC-IT to provide services.

vii. Allow employees to attend and participate in required annual training to stay up to date and to assure to stay effective/efficient in their current roles.

viii. Use State funds exclusively for:

a. WIC Clerical Services:

- Reimbursement amounts are based on number of WIC participants receiving WIC benefits each month. Each county has an annual budget based on participation rates from January 2020 to December 2020.
- Per participant rate is set by the Central Office (FY2022 rate - $5.81 per participant). This rate is reviewed annually during budget determination.
- The Program Contact listed below will generate payment and send to the Sub-recipient based on WIC issued benefits per month.

b. WIC Clerical Training/Travel

- Reimbursement for training time and travel time to training location is based on State average clerical rate, including benefits (FY2022- $19.10). This rate is reviewed annually during budget determination.
- Reimbursement for per diem, mileage and lodging for clerical staff attending WIC training is according to county policy, but not exceeding State rates.
- The Central Office will generate monthly payment based on completed Monthly Expenditure Reports submitted by the Sub-recipient.

ix. Make appropriate facilities available for WIC services to participants within the county that allow for participant confidentiality during the intake process.

x. Refer potential applicants to the WIC Program and inform applicants of health services available.

xi. Safeguard and maintain the confidentiality of applicants and participants and protect records from loss or use by unauthorized persons.

Subrecipient further agrees that the contents of WIC records shall not be disclosed to anyone other than persons directly connected with the administration or enforcement of the program. Persons directly connected with the administration or enforcement of the program whom the State Agency determines has a need to know the information for program purposes is outlined in the SD WIC Policy and Procedure Manual 1.09. The manual is located at https://sdwic.org/knowledge/policy-and-procedure-manual/.

xii. Maintain complete, accurate, documented and current accounting of all program funds received and expended.

xiii. Provide on or around 7th of month monthly expenditure report for expenses (when applicable). See Attachment A.

xiv. Maintain and have available for the State's review and audit, all documentation associated with administering this contract. All WIC participants files are property of the State.

xv. When county is or will be without clerical staff for an extended period of time (for example, hiring a new employee is taking longer than expected or current employee is out on maternity leave or extended leave due to recovering from surgery, etc.), county can arrange clerical coverage with another county or clinic site by contacting regional manager to arrange scheduling and reimbursement. To ensure reimbursement changes, contact the WIC Program Contact Person listed below.

xvi. Occasionally, the OCFS regional manager may request county clerical support to cover another county or state site that is without clerical staff. This is provided by the county at the county's discretion. If the county provides clerical coverage to another clinic, the county will be reimbursed at the current participant rate (FY22 rate - $5.81 per participant) for the additional county/additional participants served and will be reimbursed for clerical travel at the state rate. To ensure reimbursement changes, contact WIC Program Contact Person listed below.

xvii. Per Executive Order 2014-11, all employees providing WIC services must have a flu vaccination by December 1st of each year. Please see: https://bhr.sd.gov/policies-forms/MandatoryInfluenzaVaccinationPolicy91718.pdf

f. If the State will undertake or complete any work or performance under this Agreement it is described as follows:

i. State will pay, upon the State's satisfaction that the payments are in accordance with all terms of the contract, up to, up to $8,709. Expenditure claims are required prior to the initiation of any and all payments. Expenditure claim documentation may include: invoices for reimbursement; receipts of any goods or services purchased; purchase orders for supplies, equipment, etc.; and/or itemized budget details indicating how and the timeframe in which the funds will be used.

ii. State will not pay Sub-recipient expenses as a separate item.

iii. Travel expenses will be reimbursed at state rates.

iv. TOTAL CONTRACT AMOUNT (Not to Exceed) $8,709. Payment will be made consistent with SDCL Ch. 5-26.

v. State will not be held liable for reimbursement of amounts shown on an itemized billing if not received within 30 calendar days from the close of the month being reported. However, the final invoice of the State of South Dakota fiscal year, ending every year on June 30th, shall be submitted no later than June 9th so payment may be made in the same Fiscal Year as the services are provided.

vi. State agrees to:

a. Administer the WIC Program in accordance with federal regulations and United States Department of Agriculture (USDA), Food and Nutrition Services and the policies and procedures established by the State governing the WIC Program.

b. Provide adequate training to staff and capabilities to operate the WIC Program at the local level including:

- providing the Subrecipient's clerical personnel with access to WIC Policy and Procedure Manual, on-going WIC Program memos/policy revisions and scheduled Program Trainings.

- answering Subrecipient clerical personnel's questions regarding the above described Manual and reviewing Subrecipient clerical personnel's work for the purpose of ensuring compliance with federal WIC guidelines.

c. Establish a food delivery system so qualified local retailers may be authorized to provide foods locally to participants.

d. Develop the annual State Plan as required by Federal WIC regulation for WIC program operation and administration.

e. Establish a financial management system and comply with fiscal requirements prescribed by Food and Nutrition Services guidelines and instructions.

f. Provide monthly payment for contract period for expenses incurred and reported on the Monthly Expenditure Report (See Attachment A). This includes payment for training clerical staff.

g. Review and determine annually per participant rate for the contract period. The State will allow for increase rates based on annual State budget determination.

h. Review and determine annually State average clerical rate for WIC training/travel in Attachment A.

i. Provide monthly payment to the subrecipient based on number of participants issued WIC benefits each month.

j. Provide fiscal and administrative management, including participating in the supervision and evaluation of county staff provided by the contract, to ensure efficient utilization of the resources of both parties.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of providing clerical services for the Women, Infants and Children (WIC) Program in Fall River County. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through local agencies at no cost to eligible persons.

Amount provided by State/Grantor is	$8,709.00
Amount matched by Sub-Recipient	$0
Total Grant Amount	$8,709.00

Dollars provided by State consist of the following:

Non-Federal State dollars	$0
Federal dollars	$8,709.00

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 ninth 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 – 2CFR Part 200 (Uniform Administrative Requirements).

8. CLOSEOUT

a. The State will provide the Sub-recipient closeout letter after the period of performance end data.

B. STANDARD CLAUSES

1. ASSURANCE REQUIREMENTS:

The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbing 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; and 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.

2. COST PRINCIPLES:

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 – 2CFR Part 200 (Uniform Administrative Requirements).

3. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. 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. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

4. RESTRICTION OF BOYCOTT OF ISRAEL

Pursuant Executive Order 2021-01, for contractors, vendors, supplies, 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 Consultant 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 State to terminate this contract. Consultant further agrees to provide immediate written notice to 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.

5. FUNDING:

This contract 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 the law or federal funds reduction, this Agreement will be 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.

6. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned without the express prior written consent of the State. 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.

7. CONTROLLING LAW:

This Contract 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 which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

8. SUPERCESSION:

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.

9. SEVERABILITY:

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.

10. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by 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.

11. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient will not use subcontractors or other sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or 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-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-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-recipients. The Sub-Recipient is required to assist in this process as needed.

12. STATE'S RIGHT TO REJECT

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. CONFLICT OF INTEREST:

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. TERMS:

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.

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals is 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.

C. AGENCY OR GRANT SPECIFIC CLAUSES

1. This agreement is exempt from the request for proposal process.

2. Does this agreement involve Protected Health Information (PHI)? YES (X) NO ( )

   a. Sub-recipient is a Business Associate of the Department of Health pursuant to requirements of the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act §§ 13400-13424, 42 U.S.C. §§ 17921-17954 (2009). State's Administrative Policies and Procedures Statement No. 24, as modified from time to time during the term of this agreement, is incorporated by reference and made a part of this agreement as if fully set forth herein.

      Privacy and Security Requirements

      i. As a Business Associate, Sub-recipient agrees:

         a) to be subject to and follow all HIPAA provisions found in 45 CFR 160 and 45 CFR 164, including any potential penalties and/or other consequences relating to a failure to comply with such requirements.

         b) to use or disclose any Protected Health Information (PHI) solely:
            1) to meet its obligations in this and any other agreements with State;
            2) as required by applicable law, rule or regulation; and

3) as permitted by HIPAA, and any amendments to HIPAA, and subject in particular to limits set forth in 45 CFR § 164.514 (e) (2) (limited data sets) and 45 CFR § 164.502(b) (minimum necessary disclosure requirements);

c) to return or destroy all PHI received from, created, or received on behalf of State, at termination of this agreement, or upon request of the DOH, whichever occurs first, or, if such return or destruction is not feasible, to extend the protections of this agreement to the information and limit further uses and disclosures of such PHI;

d) to ensure that its agents, including a subcontractor for which Sub-recipient has received prior written consent from State pursuant to "Other Provisions" section G to whom it provides PHI received from or created by Sub-recipient on behalf of State, agrees to the same restrictions and conditions applicable to Sub-recipient, and agrees to implement reasonable and appropriate safeguards to protect all Electronic Protected Health Information (EPHI). Sub-recipient also agrees to create and enforce business associate agreements (BAAs) with any and all subcontractors and to monitor such subcontractors for compliance with HIPAA provisions and to take reasonable steps to ensure that its employees' actions or omissions do not cause a breach of the terms of this agreement;

e) to notify State of any discovery or a breach of unsecured PHI as defined in the HITECH Act or accompanying regulations pursuant to the terms of 45 CFR § 164.410 and cooperate in State's breach analysis procedures, if requested. A breach shall be treated as discovered by Sub-recipient as of the first day on which such breach is known, or, by exercising reasonable diligence, would have been known, and requires notification to State without unreasonable delay and in no event later than thirty (30) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and

f) to comply with all requirements pursuant to the HITECH Act and its implementing regulations, and all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii). Sub-recipient will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act and without a valid authorization from the applicable individual. Sub-recipient will not engage in any communication which might be deemed to be "marketing" under the HITECH Act, and will comply with all applicable security requirements in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.

ii. Notwithstanding the prohibitions set forth in this agreement, Sub-recipient may use and disclose PHI if necessary for its proper management and administration or to carry out its legal responsibilities, provided the following requirements are met:

a) the disclosure is required by law; or

b) reasonable assurances are obtained from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed. Such person shall notify Sub-recipient of any instances of which it is aware in which the confidentiality of the information has been breached.

iii. Availability of PHI

Sub-recipient further agrees:

a) to comply with any request for restrictions on certain disclosures of PHI pursuant to 45 CFR § 164.522, as agreed by State and with notice to Sub-recipient;

b) to make PHI available for purposes of accounting of disclosures, as required by 45 CFR § 164.528 and Section 13405(c)(3) of the HITECH Act; and

c) to cooperate in providing any accounting required on a timely basis.

3. 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.

4. TECHNICAL ASSISTANCE:

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.

5. 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.

6. WORK PRODUCT:

Sub-Recipient hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, state proprietary information, state data, end user data, Personal Health Information as defined in 45 CFR 160.103, and all information contained therein provided to the State by the Sub-Recipient in connection with its performance of service under this Agreement shall belong to and is the property of the State and will not be used in any way by the Sub-Recipient without the written consent of the State.

Paper, reports, forms software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State none the less reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Sub-Recipient agrees to return all information received from the State to State's custody upon the end of the term of this contract, unless otherwise agreed in a writing signed by both parties.

7. IT STANDARDS:

Any software or hardware provided under this agreement will comply with state standards which can be found at http://bit.sd.gov/standards/.

8. HOLD HARMLESS:

The Sub-Recipient agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Sub-Recipient to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

9. INSURANCE:

Before beginning work under this Agreement, the Sub-Recipient shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Sub-Recipient, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Sub-Recipient agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Sub-Recipient shall furnish copies of insurance policies if requested by the State.

A. Commercial General Liability Insurance:

The Sub-Recipient shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than $1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Business Automobile Liability Insurance:

The Sub-Recipient shall maintain business automobile liability insurance or an equivalent form with a limit of not less than $0 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

C. Worker's Compensation Insurance:

The Sub-Recipient shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

D. Professional Liability Insurance:

The Sub-Recipient agrees to procure and maintain professional liability insurance with limit not less than $0.

10. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Sub-Recipient by the State. Sub-Recipient acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Sub-Recipient shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Sub-Recipient is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Sub-Recipient shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Sub-Recipient; (ii) was known to Sub-Recipient without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Sub-Recipient without the benefit or influence of the State's information; (v) becomes known to Sub-Recipient without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants,

employers or other clients to whom the State provides services of any kind. Sub-Recipient understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State of the information disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the agreement except as required by applicable law or as necessary to carry out the terms of the agreement or to enforce that party's rights under this agreement. Sub-Recipient acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws, including but not limited to posting this Agreement on the State's website. If work assignment performed in the course of this Agreement required security requirements or clearance, the Sub-Recipient will be required to undergo investigation.

Sub-recipient acknowledges that the State shares general information, including performance information, about Sub-recipient among and between other State agencies upon request of such agencies for the purpose of making determinations of the risk involved with potential, subsequent grant awards and for other purposes. Sub-recipient expressly consents and agrees to such uses by the State.

11. FEDERAL AND STATE LAWS:

Sub-Recipient agrees that it will comply with all federal and state laws, rules, and regulations that may apply to the provision of services pursuant to this contract, including the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendment thereto, Section 306 of the Clean Air Act, and Section 508 of the Clean Water Act. Both parties further agree to provide services covered by this contract without regard to race, color, national origin, sex, age or disability as provided by state or federal law.

12. REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE:

Sub-Recipient agrees to report promptly to State any event encountered in the course fo performance of this contract which results in injury to the person or property of third parties, or which may otherwise subject Sub-Recipient or State to liability. Reporting to State under this section does not satisfy Sub-Recipient's obligation to report any event to law enforcement or other entities as required by law.

13. FORCE MAJEURE:

Neither Sub-Recipient nor State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract, "force majeure" means acts of God, acts of the public enemy, acts of the State and any governmental entity in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather.

14. CONTRACT ORIGINAL AND COPIES:

An original of this contract will be retained by the State Auditor's Office. A photocopy will be on file with the South Dakota Department of Health and a second original will be sent to Sub-Recipient.

15. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

16. Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

17. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

D. 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.

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.

Furthermore, pursuant to SDCL § 1-56-10, if a conflict of interest is identified as outlined by your organization's conflict of interest policy, you are required to disclose the conflict to the Department of Health for display on the website created pursuant to SDCL § 1-27-45.

THE FOLLOWING MUST BE COMPLETED BY THE SUB-RECIPIENT:

1) Is your organization required to file the Internal Revenue Service Form 990? ____Yes ____No

If you answered "YES," in the space provided below, please provide the link to your website where this information can be found.

_____

_____

2) Is your organization subject to compliance with the federal Single Audit Act? ____Yes ____No

If you answered "YES," in the space provided below, please provide the link to your website where the audits can be found.

_____

_____

3) Have any conflicts of interest been identified pursuant to your organization's conflict of interest policy? ____Yes ____No

If you answered "YES," in the space provided below, please list any and all identified conflicts of interests.

_____

_____

_____

_____

_____

_____

_____

_____

E. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by signing below.

Beth Dokken, Director Division of Family and Community Health Department of Health	Date	Sub-recipient Signature	Date
		Joe Falkenburg Print or Type Sub-recipient Name joefalkenburg@hotmail.com	
Darcy McGuigan Director, Division of Finance Department of Health	Date	cc: sue.ganje@state.sd.us	

State Agency Coding:

CFDA#	10.557			
Company	2018	1000	1000	1000
Account	5206570	5206570	5206570	5206570
Program	0904004	0901001	0901001	0901001
Fund Src-subfund	113WC			
Dollar Total	$8,709.00			

State Program Contact Person Blaire Tritle
Phone 773-6286

State Fiscal Contact Person Contract Accountant
Phone 605 773-3361

Sub-Recipient Program Contact Person
Phone
Sub-Recipient Program Email Address

Sub-Recipient Fiscal Contact Person
Phone
Sub-Recipient Fiscal Email Address

ATTACHMENT A

FY22 +A1:M57 SD DEPARTMENT OF HEALTH-WIC PROGRAM MONTHLY EXPENDITURE REPORT

WIC LOCAL AGENCY (County Name):	Fall River County	**Contract #:**	21SC091092
TOTAL CONTRACT BUDGET:	$ 8,709.00	**MONTH/YEAR SERVICES PROVIDED:**	June 2021

ACTUAL EXPENDITURES FOR REPORTING MONTH

Note: Meals can't exceed state rates		Leave before	Return after	**Mileage can't exceed state rate of $.42 per mile**	**Lodging: Includes actual cost of lodging up to a maximum of:**
$6	Breakfast	5:31 AM	7:59 AM		$55 plus tax per day June 1- June 30 $75 plus tax per day July 1-May 31
$14	Lunch	11:31 AM	12:59 PM		
$20	Dinner	5:31 PM	7:59 PM		

CLERICAL TRAVEL TIME TO COVER ANOTHER CLINIC (113WC)

Site	Travel Hours	Rate Per Hr.	Total
		$ 19.10	$ -
		$ 19.10	$ -
		$ 19.10	$ -
Total			$ -

Mileage	Miles	Rate	Total
			$ -

Meals	Total

# of Trips to clinic

TOTAL CLINIC TRAVEL EXPENSES $ -

CLERICAL TRAINING EXPENSES (113WC)

Staff Name	Hrs. Traveled & Training Time	Rate per Hour	Total
		$ 19.10	$ -
		$ 19.10	$ -
		$ 19.10	$ -
		$ 19.10	$ -
Total			$ -

Mileage	Miles	Rate	Total
			$ -

Meals	Total	Lodging	Total

NOTE: Training **MUST** be reported in SDWIC-IT before submitting expenses.

Only 50% of total costs of BIT training for those who failed security test can be charged to WIC (50% paid only 1 time per person)

Training covering topics outside of WIC: Figure % of training that pertains to WIC and multiple that % by the total training cost.

List Training title, place & dates attended. If Regional training, **list % of training costs charged to WIC:**

TOTAL CLERICAL TRAINING EXPENSES: $ -

CLERICAL SDWIC-IT FOCUS EXPENSES (113WCS)

Staff Name	Hrs. Traveled, meeting & Testing	Rate	Total
		$ 19.10	$ -
		$ 19.10	$ -
Total			$ -

Mileage	Miles	Rate	Total
			$ -

Meals	Total

Dates of Meeting/Testing

TOTAL SDWIC-IT FOCUS EXPENSES: $ -

OTHER EXPENSES (SPECIFY):

I hereby certify the above expenses were incurred in activities approved under the contract with the S.D. Department of Health

TOTAL MONIES TO BE REIMBURSED $ -

Health Professional Signature | Date

Regional Manager Signature | Date

County Auditor Signature | Date

Gmail Search mail

Date: Fri, May 21, 2021 at 9:55 AM
Subject: RE: Taser interest
To: Darius McCallum <dmccallum@axon.com>, so@frcounty.org <so@frcounty.org>

Good Morning!

Thank you for the introduction Darius!

I will be happy to help, please let me know when you're free for a call!

Thank you & Stay Safe!
Best,

Kyle Hunt
Former LEO/Master Instructor
TASER Account Manager

O / C 480-930-4484
Schedule a meeting with me Here
I would love some new patches for my wall! If you can spare a patch let me know so I can add it!



BJ

From: Darius McCallum <dmccallum@axon.com>
Sent: Friday, May 21, 2021 8:40 AM
To: so@frcounty.org
Cc: Kyle Hunt <huntk@axon.com>
Subject: Taser interest

Good morning Rachel

Thank you again for the call. @Kyle Hunt cc'd to this email, is your TASER Representative

https://axon.lightning.force.com/lightning/r/Account/0014000000rrCFSAA2/view

Gmail

Rachel Hosterman <rachel.h@frcounty.org>

Breakdown

1 message

Kyle Hunt <huntk@axon.com>
To: "so@frcounty.org" <so@frcounty.org>

Fri, May 21, 2021 at 11:17 AM

TASER 7 Basic			
Quantity	Included Feature		$ Amount
7	TASER 7 HANDLES	$	2,400.00
7	TASER 7 BATTERIES		INCLUDED
7	TASER 7 HOLSTERS		INCLUDED
28	Training Carts	$	1,064.00
14	TASER 7 Duty Carts	$	532.00
1	6 Bay Dock(1 per 100)		INCLUDED
7	Warranties		INCLUDED
7	E.com Licenses		INCLUDED
	ADD ONS		
0	Ruggedized Target	$	-
0	HALT Suit	$	-
0	Instructor Voucher	$	-
0	Master Instructor Voucher	$	-
	Annual Cost	$	480.00
	Monthly Breakdown	$	40.00
	DISCOUNTS		$735.00
	Due in Year 1	$	4,221.00
	Due in Year 2	$	3,360.00
	Due in Year 3	$	3,360.00
	Due in Year 4	$	3,360.00
	Due in Year 5	$	3,360.00
	Total Over 5 Years	$	17,661.00

Taser 7 Basic Plan:

- TASER 7
- Holster
- Dock
- Rechargeable Battery
- E.com License
- 5 Year Hardware Warranty
- 28 Training Carts (Year 1 ONLY)
- 14 Duty Carts (Year 1)

-

All of these plans can be broken into 5,4,3 or 2-year plans or can be bought outright. When doing a multi-year plan, it is not a finance option and it is not a lease option. We do not charge interest and you own the weapons on day 1. All we are doing is taking that initial large amount to purchase the weapon and breaking it up over the desired year amount.

Thank you & Stay Safe!

Best,

Kyle Hunt

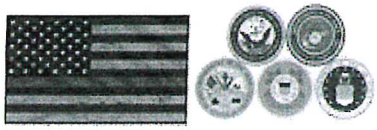
Former LEO/Master Instructor

TASER Account Manager

O / C 480-930-4484

Schedule a meeting with me Here

I would love some new patches for my wall! If you can spare a patch let me know so I can add it!



TASER 7 Basic			
Quantity	Included Feature		$ Amount
7	TASER 7 HANDLES	$	2,400.00
7	TASER 7 BATTERIES		INCLUDED
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14	TASER 7 Duty Carts	$	532.00
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7	Warranties		INCLUDED
7	E.com Licenses		INCLUDED
	ADD ONS		
0	Ruggedized Target	$	-
0	HALT Suit	$	-
0	Instructor Voucher	$	-
0	Master Instructor Voucher	$	-
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	Due in Year 4	$	3,360.00
	Due in Year 5	$	3,360.00
	Total Over 5 Years	$	17,661.00

ORIGINAL

ACCOUNT DESCRIPTION	GL#	18 ACTUAL	19 ACTUAL	20 ACTUAL	3-YEAR AVERAGE	21 BUDGET	21 YTD ACTUAL	%	22 REQUESTED	22 APPROVED
4110.161 GOV BUILDING SALARIES	10100X4110161	97,347.58	110,700.81	143,725.09	117,257.83	140,537.00	35,315.66	25		
4120.161 GOVERN BUILD SOC SEC	10100X4120161	7,415.47	8,436.94	9,900.94	8,584.45	10,751.00	2,337.04	22		
4130.161 BLDG RETIREMENT	10100X4130161	5,675.44	6,602.11	6,693.38	6,323.64	7,059.00	1,563.00	22		
4140.161 WORKMAN'S COMP	10100X4140161	3,991.83	4,029.08	4,752.12	4,257.68	3,000.00	.00			
4150.161 BLDG GROUP INS	10100X4150161	10,370.00	12,509.50	12,894.00	11,924.50	14,040.00	3,663.00	26		
4160.161 UNEMPLOYMENT	10100X4160161	.00	.00	.00	.00	.00	.00			
4180.161 BLDG DENTAL INS	10100X4180161	1,658.45	1,860.70	1,338.80	1,619.32	1,310.00	327.60	25		
ACCOUNT TYPE TOTALS	41	126,458.77	144,139.14	179,304.33	149,967.41	176,697.00	43,206.30	24		
4210.161 INSURANCE	10100X4210161	8,785.67	10,256.95	11,052.30	10,031.64	10,300.00	.00			
4220.161 CONTRACT SERVICES	10100X4220161	24,763.73	18,291.31	11,033.04	18,029.36	15,000.00	7,326.01	49		
4230.161 CLEAN UP CRTHSE	10100X4230161	.00	.00	.00	.00	.00	.00			
4240.161 ROCK/JAIL EXPENSES	10100X4240161	.00	.00	.00	.00	.00	.00			
4250.161 BLDG REPAIRS	10100X4250161	.00	915.50	1,154.00	689.83	1,000.00	600.99	60		
4251.161 TUCKPOINTING	10100X4251161	.00	.00	.00	.00	.00	.00			
4260.161 BLDG SUPPLIES	10100X4260161	25,123.12	17,347.79	19,324.09	20,598.33	27,000.00	3,875.12	14		
4261.161 JAIL SUPPLIES	10100X4261161	83.96	.00	.00	27.99	.00	.00			

ACCOUNT DESCRIPTION	GL#	18 ACTUAL	19 ACTUAL	20 ACTUAL	3-YEAR AVERAGE	21 BUDGET	21 YTD ACTUAL	%	22 REQUESTED	22 APPROVED
262.161 PROPANE TANK EXPENSES	10100X4262161	.00	5,300.00	5,031.82	3,443.94	.00	.00			
270.161 BLDG TRAVEL	10100X4270161	499.43	357.74	398.00	418.39	1,000.00	.00			
EHICLE MAINTENANCE	10100X4271161	378.90	598.37	5,694.75	2,224.01	1,000.00	101.23	10		
280.161 BLDG UTILITIES	10100X4280161	57,879.85	58,907.28	48,121.42	54,969.52	59,000.00	23,296.02	39		
281.161 JAIL UTILITIES	10100X4281161	.00	.00	.00	.00	.00	.00			
293.161 UNIFORM ALLOWANCE	10100X4293161	851.31	304.19	241.66	465.72	500.00	.00			
ACCOUNT TYPE TOTALS	42	118,365.97	112,279.13	102,051.08	110,898.73	114,800.00	35,199.37	31		
300.161 CAPITOL ASSET	10100X4300161	.00	.00	.00	.00	.00	.00			
340.161 EQUIPMENT	10100X4340161	321.09	1,981.83	1,190.89	1,164.60	3,500.00	25.50	1		
ACCOUNT TYPE TOTALS	43	321.09	1,981.83	1,190.89	1,164.60	3,500.00	25.50	1		
FUND TOTALS	10100	245,145.83	258,400.10	282,546.30	262,030.74	294,997.00	78,431.17	27		
DEPT TOTALS	161	245,145.83	258,400.10	282,546.30	262,030.74	294,997.00	78,431.17	27		

* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

SAME

ORIGINAL

ACCOUNT DESCRIPTION	GL#	18 ACTUAL	19 ACTUAL	20 ACTUAL	3-YEAR AVERAGE	21 BUDGET	21 YTD ACTUAL	%	22 REQUESTED	22 APPROVED
4250.161 BDLG REPAIR & MAINT	30100X4250161	53,077.45	72,536.84	59,945.20	61,853.16	75,000.00	708.39	1		
ACCOUNT TYPE TOTALS	42	53,077.45	72,536.84	59,945.20	61,853.16	75,000.00	708.39	1		
4320.161 BUILDING PROJECT	30100X4320161	.00	.00	.00	.00	.00	.00			
ACCOUNT TYPE TOTALS	43	.00	.00	.00	.00	.00	.00			
FUND TOTALS	30100	53,077.45	72,536.84	59,945.20	61,853.16	75,000.00	708.39	1		
DEPT TOTALS	161	53,077.45	72,536.84	59,945.20	61,853.16	75,000.00	708.39	1		

* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

Same

ORIGINAL

5/21/21 FALL RIVER COUNTY 3+ YEAR BUDGET WORKSHEET INFORMATION TECHNOLOGY AS OF APRIL 21 LPBUDW PAGE 1

ACCOUNT DESCRIPTION	GL#	18 ACTUAL	19 ACTUAL	20 ACTUAL	3-YEAR AVERAGE	21 BUDGET	21 YTD ACTUAL	%	22 REQUESTED	22 APPROVED
4220.171 IT COMPUTER SUPPORT	10100X4220171	15,445.06	11,480.00	15,660.57	14,195.21	23,000.00	10,300.00	45		
4250.171 IT MAINTANENCE	10100X4250171	3,491.52	5,894.74	618.59	3,334.95	550.00	.00			
4260.171 IT POSTAGE LEASE/SUPP	10100X4260171	158.63	2,682.26	4,647.97	2,496.29	4,900.00	796.80	16		
4261.171 GIS SUPPLY	10100X4261171	.00	.00	.00	.00	.00	.00			
ACCOUNT TYPE TOTALS	42	19,095.21	20,057.00	20,927.13	20,026.45	28,450.00	11,096.80	39		
4342.171 GW TECHNOLOGY	10100X4342171	4,392.98	63,754.30	85,686.86	51,278.05	71,928.00	23,840.72	33		
ACCOUNT TYPE TOTALS	43	4,392.98	63,754.30	85,686.86	51,278.05	71,928.00	23,840.72	33		
FUND TOTALS	10100	23,488.19	83,811.30	106,613.99	71,304.49	100,378.00	34,937.52	35		
DEPT TOTALS	171	23,488.19	83,811.30	106,613.99	71,304.49	100,378.00	34,937.52	35		

- Same

* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

FINAL TOTALS	23,488.19	83,811.30	106,613.99	71,304.49	100,378.00	34,937.52	

ORIGINAL

ACCOUNT DESCRIPTION	GL#	18 ACTUAL	19 ACTUAL	20 ACTUAL	3-YEAR AVERAGE	21 BUDGET	21 YTD ACTUAL	%	22 REQUESTED	22 APPROVED
4110.142 TREAS SALARIES	10100X4110142	134,747.11	147,247.20	154,931.60	145,641.97	168,912.00	45,187.08	27		
4120.142 TREA SOC SECURITY	10100X4120142	8,600.15	9,622.58	11,061.32	9,761.35	12,922.00	3,333.66	26		
4130.142 TREAS RETIREMENT	10100X4130142	8,084.83	8,834.86	8,956.91	8,625.53	10,135.00	2,711.25	27		
4140.142 WORKMAN'S COMP	10100X4140142	338.49	174.14	355.56	289.40	340.00	.00			
4150.142 TREAS HEALTH INS	10100X4150142	21,086.00	22,072.50	20,503.00	21,220.50	23,400.00	4,884.00	21		
REIMBURSEMENT BLUE CROSS	10100X4151142	.00	.00	.00	.00	.00	.00			
4160.142 UNEMPLOYMENT	10100X4160142	.00	.00	.00	.00	.00	.00			
4180.142 TREAS DENTAL INS	10100X4180142	2,386.55	2,427.00	2,030.45	2,281.33	2,184.00	436.80	20		
ACCOUNT TYPE TOTALS	41	175,243.13	190,378.28	197,838.84	187,820.08	217,893.00	56,552.79	26		
4210.142 INSURANCE	10100X4210142	97.92	92.24	111.26	100.47	130.00	.00			
4220.142 PROFESSIONAL SERVICES	10100X4220142	821.75	2,899.23	952.02	1,557.67	4,000.00	2,292.26	57	— 1,500.00	
4221.142 INVESTMENT FEES	10100X4221142	.00	.00	.00	.00	.00	.00			
4237.142 TREAS PUBLISHING	10100X4230142	1,584.71	679.59	1,745.30	1,336.53	2,500.00	2,081.97	83	— 2,500.00	
4241.142 POSTAGE LEASE	10100X4241142	2,746.94	210.89	1,995.45	1,651.09	.00	.00			
4260.142 TREAS SUPPLY	10100X4260142	7,660.59	7,178.57	12,951.58	9,263.58	7,000.00	1,402.58	20	— 6,000.00	
4261.142 LIC PLATE SUPPLIES	10100X4261142	.00	.00	.00	.00	.00	.00			

ACCOUNT DESCRIPTION	GL#	18 ACTUAL	19 ACTUAL	20 ACTUAL	3-YEAR AVERAGE	21 BUDGET	21 YTD ACTUAL	%	22 REQUESTED	22 APPROVED
4263.142 TREAS LEASE	10100X4263142	.00	.00	.00	.00	.00	.00			
4265.142 POSTAGE SUPPLY	10100X4265142	3,521.20	2,740.83	4,092.91	3,451.65	2,000.00	928.70	46	4,000.00	
4270.142 TREAS TRAVEL	10100X4270142	1,151.94	885.10	1,483.48	1,173.51	1,000.00	456.88	46	1,200.00	
4271.142 VEHICLE MAINTENANCE	10100X4271142	23.46	.00	.00	7.82	100.00	.00		100.00	
4280.142 TREAS PHONE	10100X4280142	3,686.49	727.18	707.04	1,706.90	800.00	170.92	21	800.00	
4290.142 TAX DEED COSTS	10100X4290142	4,217.55	5,107.86	31.94CR	3,097.82	2,000.00	.00		3,000.00	
ACCOUNT TYPE TOTALS	42	25,512.55	20,521.49	24,007.10	23,347.05	19,530.00	7,333.31	38		
4340.142 TREASURER EQUIP	10100X4340142	35.00	825.75	5,439.58	2,100.11	2,000.00	464.57	23	4,500.00	
ACCOUNT TYPE TOTALS	43	35.00	825.75	5,439.58	2,100.11	2,000.00	464.57	23		
FUND TOTALS	10100	200,790.68	211,725.52	227,285.52	213,267.24	239,423.00	64,350.67	27		
DEPT TOTALS	142	200,790.68	211,725.52	227,285.52	213,267.24	239,423.00	64,350.67	27		

* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

23,600.00

(increase of 2,200.00)

ORIGINAL Weed + Pest 2022 - I'm good!

ACCOUNT DESCRIPTION	GL#	18 ACTUAL	19 ACTUAL	20 ACTUAL	3-YEAR AVERAGE	21 BUDGET	21 YTD ACTUAL	%	22 REQUESTED	22 APPROVED
4110.615 WEED SALARIES	10100X4110615	67,974.53	64,332.19	57,768.55	63,358.42	102,242.00	12,582.95	12		
4120.615 WEED SOC SEC	10100X4120615	5,102.52	3,988.59	3,641.73	4,244.28	7,821.00	874.33	11		
4130.615 WEED RETIREMENT	10100X4130615	3,117.68	2,879.11	2,887.77	2,961.52	3,806.00	733.23	19		
4140.615 WORKMAN'S COMP	10100X4140615	3,016.20	2,938.37	4,035.48	3,330.02	3,025.00	.00			
4150.615 WEED HEALTH INS	10100X4150615	5,575.05	5,628.75	5,012.50	5,405.43	7,020.00	1,221.00	17		
4151.615 REIMB BC/BS	10100X4151615	.00	.00	.00	.00	.00	.00			
4160.615 UNEMPLOYMENT	10100X4160615	.00	.00	.00	.00	.00	.00			
4180.615 WEED DENTAL INS	10100X4180615	631.02	631.02	504.38	588.81	655.00	109.20	17		
ACCOUNT TYPE TOTALS	41	85,417.00	80,398.03	73,850.41	79,888.48	124,569.00	15,520.71	12		
4210.615 WEED INSURANCE	10100X4210615	2,241.56	2,133.63	2,136.41	2,170.53	2,150.00	.00			
4220.615 PRAIRIE DOG CONTROL	10100X4220615	2,579.10	1,239.30	2,840.00	2,219.47	2,000.00	2,882.00	144		
4221.615 R-O-W SPRAYING	10100X4221615	11,289.38	9,794.47	27,318.16	16,134.00	14,000.00	1,103.68	8		
4230.615 WEED PUBLISHING	10100X4230615	514.22	472.03	243.57	409.94	750.00	139.09	19		
4241.615 POSTAGE LEASE	10100X4241615	90.64	22.66	.00	37.77	200.00	.00			
4250.615 WEED REPAIRS	10100X4250615	2,768.13	6,089.48	2,520.93	3,792.85	4,000.00	587.39	15		
4260.615 WEED SUPPLIES	10100X4260615	23,320.38	23,215.54	23,559.16	23,365.03	25,000.00	834.78	3		

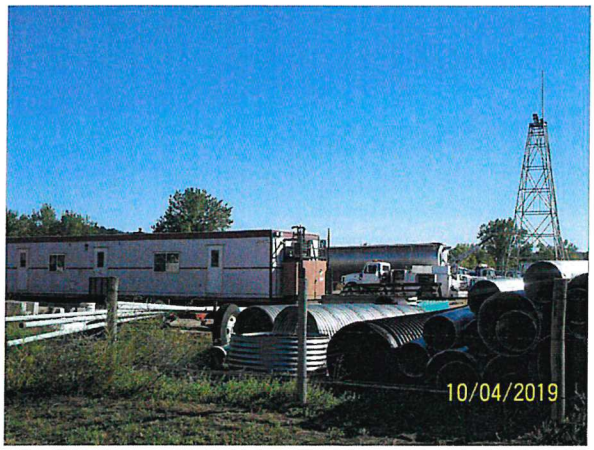
ACCOUNT DESCRIPTION	GL#	18 ACTUAL	19 ACTUAL	20 ACTUAL	3-YEAR AVERAGE	21 BUDGET	21 YTD ACTUAL	%	22 REQUESTED	22 APPROVED
BEAVER CREEK GRANT	10100X4261615	.00	.00	.00	.00	.00	.00			
4262.615 HAT CREEK GRANT	10100X4262615	.00	.00	.00	.00	.00	.00			
4263.615 COOPERATIVE GRANT	10100X4263615	.00	.00	.00	.00	.00	.00			
4265.615 POSTAGE SUPPLY	10100X4265615	136.47	127.55	252.05	172.02	.00	22.50			
4266.615 MOSQUITO SUPPLIES	10100X4266615	4,629.69	640.26	2,715.88	2,661.94	.00	.00			
4270.615 WEED TRAVEL	10100X4270615	574.14	1,340.06	1,804.05	1,239.42	1,750.00	.00			
4271.615 WEED BOARD PER DIEM	10100X4271615	.00	.00	.00	.00	.00	.00			
4272.615 MOSQUITO TRAVEL	10100X4272615	1,739.07	1,878.28	.00	1,205.78	.00	.00			
4280.615 WEED TELEPHONE	10100X4280615	4,416.97	1,588.40	1,625.71	2,543.69	1,700.00	355.00	21		
ACCOUNT TYPE TOTALS	42	54,299.75	48,541.66	65,015.92	55,952.44	51,550.00	5,924.44	11		
4300.615 CAPITAL ASSETS	10100X4300615	.00	.00	.00	.00	.00	.00			
4340.615 EQUIPMENT	10100X4340615	607.46	22,699.00	549.99	7,952.15	1,000.00	.00			
4341.615 WEED GRANT EXPENSES	10100X4341615	58,496.72	15,000.00	.00	24,498.91	.00	.00			
ACCOUNT TYPE TOTALS	43	59,104.18	37,699.00	549.99	32,451.06	1,000.00	.00			
FUND TOTALS	10100	198,820.93	166,638.69	139,416.32	168,291.98	177,119.00	21,445.15	12		
DEPT TOTALS	615	198,820.93	166,638.69	139,416.32	168,291.98	177,119.00	21,445.15	12		

* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

Barker Concrete Abatement Request				
Parcel #	**Owner**	**Use / Status**	**2020 Value**	**Pay 2021 Taxes**
85000-01999-000-20	Barker Concrete & Construction	no longer here / storage	$ 7,630.00	$ 117.64
85000-01999-000-30	Barker Concrete & Construction	no longer here / storage	$ 7,630.00	$ 117.64
85000-01999-000-40	Barker Concrete & Construction	no longer here / living quarters	$ 11,450.00	$ 176.48
85000-01999-000-50	Barker Concrete & Construction	no longer here / living quarters	$ 11,450.00	$ 176.48
85000-01999-000-60	Barker Concrete & Construction	no longer here / storage	$ 6,950.00	$ 107.18
85000-01999-000-70	Barker Concrete & Construction	no longer here / storage	$ 6,950.00	$ 107.18
Barker was told that these were all going to be valued for 2020				
Barker did not appeal after receiving March 1, 2020 Assessment Notice				
The 6 units that were valued for 2020 were NOT valued for 2021 as they were no longer there				
85000-01999-000-10	Barker Concrete & Construction	Permenant / Breakroom	$ 11,450.00	$ 176.48



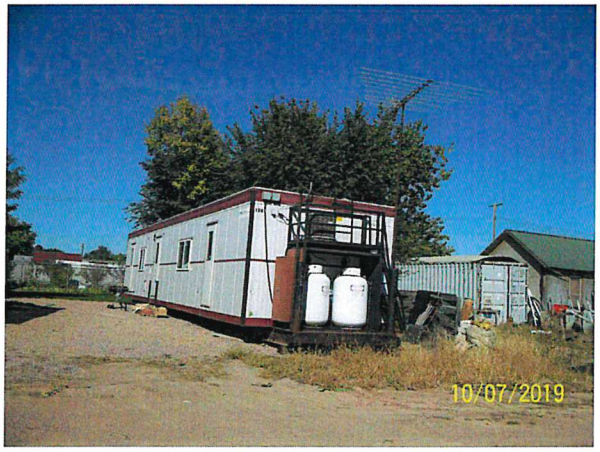
85000-01999-000-20



85000-01999-000-30



85000-01999-000-40



85000-01999-000-50



85000-01999-000-60



85000-01999-000-70



ACCOUNT DESCRIPTION	GL#	18 ACTUAL	19 ACTUAL	20 ACTUAL	3-YEAR AVERAGE	21 BUDGET	21 YTD ACTUAL	%	22 REQUESTED	22 APPROVED
EDGEMONT YMCA	10100X4260437	1,000.00	1,500.00	1,500.00	1,333.33	1,500.00	1,500.00	100	$ 10,000.00	
ACCOUNT TYPE TOTALS	42	1,000.00	1,500.00	1,500.00	1,333.33	1,500.00	1,500.00	100	$ 10,000.00	
FUND TOTALS	10100	1,000.00	1,500.00	1,500.00	1,333.33	1,500.00	1,500.00	100	$ 10,000.00	
DEPT TOTALS	437	1,000.00	1,500.00	1,500.00	1,333.33	1,500.00	1,500.00	100	$ 10,000.00	

* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

Please see attached financial report and letter explaining the reason for increase.

Thank You,

Kelsey Trotter
YMCA Director
307.756.2959 cell

2021 Operating
YMCA of Edgemont

Account Number	Account Name	21 YTD Actual	21 YTD Budget	21 YTD $ Variance	Last Year	$ Variance	2021 Budget
01-03-01-4000-County	Edgemont Grant Revenue	1,500	1,500	0	1500	0	$ 1,500
01-03-24-4000-21CEHx	Edgemont Kidstop Grant Revenue	11,342	10,678	663	6969	4,373	$ 45,230
01-03-26-4000-SDFood	Food Program Grant Revenue - Edgemont	1,714	1,675	39	1300	414	$ 6,700
01-03-13-4050-Fields	Target Grant						$ -
	Subtotal 40.. Grant Revenue	**14,556**	**13,853**	**703**	**9769**	**4,787**	**$ 53,430**
01-03-10-4100-Adults	Membership Revenue	540	648	-107	615	(75)	$ 2,592
01-03-10-4100-Family	Membership Revenue	552	783	-231	442	110	$ 3,130
01-03-10-4100-NSFFee	Membership Revenue						
01-03-10-4100-YouthM	Membership Revenue	445	540	-95	466	(20)	$ 2,160
01-03-10-4151	Sponsorship Discounts - Edgemont	-30	-88	57	-46	16	$ (350)
	Subtotal 41.. Membership Revenue	**1,507**	**1,883**	**(375)**	**1476**	**31**	**$ 7,532**
01-03-12-4200-AQCity	EDG Aquatics Program Revenue	14,000	14,000	0	14000	0	$ 14,000
01-03-12-4200-AQLess	EDG Aquatics Program Revenue	0	0	0			$ 1,920
01-03-12-4200-AQPass	EDG Aquatics Program Revenue						$ 2,700
01-03-13-4200-BaseBa	EDG Sports Program Revenue						$ 520
01-03-13-4200-BBallY	EDG Sports Program Revenue	462	660	-198	330	132	$ 580
01-03-13-4200-Cheers	EDG Sports Program Revenue	0	0	0	-26	26	$ 520
01-03-13-4200-DanceY	EDG Sports Program Revenue	540	630	-90	574	(34)	$ 710
01-03-13-4200-Soccer	EDG Sports Program Revenue						$ 1,060
01-03-22-4200	Day Camp - Edgemont						
01-03-24-4200	EDG Kidstop Program Revenue						
01-03-01-4250	Program Discount - Edgemont						$ (180)
01-03-01-4251	Program Scholarship Discount - Edgemont	-39	0	-39	0	(39)	$ **(30)**
	Subtotal 42.. Program Revenue	**963**	**1,290**	**(327)**	**878**	**85**	**$ 21,800**
01-03-10-4410	Vending Sales - Edgemont	0	0	0	0	0	$ 450
01-03-10-4420	Merchandise Sales - Edgemont	0	0	0	-1	1	

	Subtotal 44.. Sales Revenue	**0**	**0**	**0**	**-1**	**1**	**$**	**450**
01-03-01-6000	United Way Support - Edgemont	535	535	0	891	(356)	$	2,136
	Subtotal 60.. United Way Revenue	**535**	**535**	**0**	**891**	**(356)**	**$**	**2,136**
01-03-01-6100-Events	Annual Campaign Donations - Edgemont	208	260	-52	462	(254)	$	2,500
01-03-01-6100-Recycl	Annual Campaign Donations - Edgemont	42	36	6	34	9	$	310
01-03-01-6100-SpoCam	Annual Campaign Donations - Edgemont	2,625	4,001	-1363	834	1,999	$	16,000
	Subtotal 61.. Annual Campaign Revenue	**2,875**	**4,297**	**(1,421)**	**1330**	**1,546**	**$**	**18,810**
	Total Revenue	**20,437**	**21,858**	**(1,421)**	**14343**	**6,093**	**$**	**104,158**
Expenses								
01-03-01-5000	EDG Admin Salaries	2,000	1,962	-38	2000	0	$	8,200
01-03-02-5000	EDG Program Director Salaries	3,477	5,032	1554	3762	285	$	22,670
01-03-02-5000-21CEHx	EDG Program Director Salaries	4,935	3,528	-1406	4446	(489)	$	13,990
01-03-12-5000	EDG Aquatics Salaries						$	8,340
01-03-22-5000-21CEHx	EDG Day Camp Salaries						$	3,250
01-03-24-5000	EDG Kidstop Salaries	0	0	0	-106	(106)		
01-03-24-5000-21CEHx	EDG Kidstop Salaries	3,627	4,272	645	1066	(2,561)	$	15,540
	Subtotal 50.. Salaries	**14,039**	**14,793**	**755**	11167	**(2,871)**	**$**	**71,990**
01-03-03-5100	FICA-Employer's Share - Edgemont	837	1,057	220	620	(217)	$	3,950
01-03-03-5101	Pre-Tax Medical & Dental Expense - Edge	1,909	1,726	-182	2204	296	$	7,480
01-03-03-5102	Retirement Expense - Edgemont	1,018	1,015	-3	0	(1,018)	$	4,400
01-03-03-5105	Worker's Comp Expense - Edgemont	422	470	48	471	49	$	1,800
01-03-03-5107	Staff Shirts - Edgemont	0	0	0	0	0	$	75
01-03-03-5190-21CEHx	Benefits - Edgemont	1,778	1,415	-363	997	(781)	$	6,130
01-03-03-5190-Beneft	Benefits - Edgemont	-1,778	-1,415	363	-997	781	$	(6,130)
	Subtotal 51.. Benefits	**4,186**	**4,268**	**83**	**3295**	**(891)**	**$**	**17,705**
01-03-01-5200	Edgemont Admin Supplies	254	40	-214	6	(248)	$	160
01-03-11-5200	Edgemont Wellness Supplies	642	65	-577	0	(642)	$	390
01-03-12-5200	Edgemont Aquatic Supplies						$	280
01-03-13-5200	Edgemont Sports Supplies	0	40	40	0	0	$	700
01-03-13-5200-Fields	Edgemont Sports Supplies							
01-03-24-5200-21CEHx	Edgemont Kidstop Supplies	291	322	31	401	110	$	4,430
01-03-26-5200	EDG Food Program Supplies	435	592	157	585	150	$	2,950

01-03-01-5201	Edgemont Annual Campaign Supplies	47	40	-7	41	(6)	$	190
01-03-01-5210	Postage - Edgemont	95	70	-25	23	(72)	$	170
01-03-01-5210-21CEHx	Postage - Edgemont							
	Subtotal 52.. Supplies	**1,764**	**1,169**	**(595)**	**1056**	**(708)**	**$**	**9,270**
01-03-10-5310	Vending for Resale - Edgemont						$	180
01-03-10-5320	Merchandise for Resale - Edgemont							
01-03-26-5300	Food Service Supplies - Edgemont							
	Subtotal 53.. Cost of Goods Sold						**$**	**180**
01-03-12-5400	Maintenance Supplies - Edgemont Pool				14	14	$	4,400
01-03-12-5410	Maintenance Repairs - Edgemont Pool							
	Subtotal 54.. Maintenance	**0**	**0**	**0**	**14**	**14**	**$**	**4,400**
01-03-01-5530	Telephone Expense - Edgemont	454	440	-14	487	33	$	1,760
01-03-01-5530-21CEHx	Telephone Expense - Edgemont	22	0	-22	0	(22)	$	300
01-03-07-5540	Building & Liability Insurance - Edgemont	1,164	1,059	-105	879	(285)	$	4,235
	Subtotal 55.. Occupancy	**1,639**	**1,499**	**(141)**	**1366**	**(274)**	**$**	**6,295**
01-03-01-5600	Local Travel Expense - Edgemont							
01-03-01-5600-21CEHx	Local Travel Expense - Edgemont	244	227	-17	60	(184)	$	4,300
	Subtotal 56.. Transportation	**244**	**227**	**-17**	**60**	**-184**	**$**	**4,300**
01-03-01-5700	Conference Registration Fees							
01-03-01-5700-21CEHx	Training Fees - Edgemont	380	155	-225	0	(380)	$	200
01-03-01-5710	Travel and Housing - Edgemont							
01-03-01-5710-21CEHx	Travel and Housing - Edgemont						$	720
	Subtotal 57.. Training and Travel	**380**	**155**	**(225)**	**0**	**(380)**	**$**	**920**
01-03-01-5800	YMCA Fair Share - Edgemont	449	345	-104	519	70	$	1,740
01-03-01-5810	Organizational Dues - Edgemont	25	25	0	25	0	$	25
	Subtotal 58.. Miscellaneous Expenses	**474**	**370**	**(104)**	**544**	**70**	**$**	**1,765**
	Total Expenses	**22,726**	**22,481**	**(245)**	**17501**	**(5,225)**	**$**	**116,825**
	Total Revenue less Expense	**(2,289)**	**(623)**	**(1,176)**	**(3,158)**	**11,318**	**$**	**(12,667)**
	Transfer to Capital Reserve							
	Transfer from Capital Reserve							12667
	Change in Net Assets	**(2,289)**	**(623)**	**(1,666)**	**-3158**	**869**		**0**

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

EDGEMONT YMCA

May 12, 2021

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

RE: 2022 Budget Request

Dear Commissioners,

The Edgemont YMCA is a non-profit organization that has been serving the community of Edgemont for 16 years. The Edgemont YMCA began thanks to a dedicated group of parents who saw childcare, sports programs, and other youth outreach happening in other communities such as Custer through their YMCA and wanted the same opportunities for their children in Edgemont.

The group of parents contacted Roger Gallimore with the YMCA of Rapid City to find out how the community of Edgemont could start a YMCA. Mr. Gallimore advised them they would need to have a board of 30 members and a space available to run programs. Action was immediately taken; partnerships were built with the Edgemont School and the City of Edgemont and a board of over 30 members was put together in a very short amount of time.

While the Edgemont YMCA operates under the umbrella of the YMCA of Rapid City, we are responsible for our own budget, finding financial resources and partners, and are only offered assistance through Rapid City via human resources, development, and payroll (which we pay a monthly fee for).

Since our opening in 2005, we have been driven by our mission: To put Christian principles into practice through programs that build healthy spirit, mind, and body for all. Up to now we have been successful in fulfilling our mission on the funds we have been able to raise through programs, YMCA memberships, grants, and community partnerships. Unfortunately, some of our funding has been cut while at the same time prices for food and supplies continues to rise. We are also finding it difficult to pay excellent employees a competitive wage to retain them.

The impact of the Edgemont YMCA on our community is huge! Annually we reach up to 180 children through our programs which include afterschool care, youth sports, summer day camp, and summer swimming lessons.

Our community partnerships are a key part of our success in Edgemont and we would not be able to operate without them. Through our partnership with the Edgemont School, we have a space to hold our afterschool program. We offer afterschool care for the 38 weeks of school from 3:40-5:45pm so parents who work have a safe place for their child to go until they are done working for the day. Everyday students receive a nutritious meal, homework help with a tutor, and participate in a daily activity – art, STEM, cultural

715 D Street
PO Box 29
Edgemont, SD 57735

605-662-7254
www. rcymca.org

United Way of the Black Hills

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

EDGEMONT YMCA

awareness, or character development. They also have ample time to play outside with their friends and just be a kid!

We are also able to operate our Summer Day Camp 5 weeks during the summer. During summer day camp, we strive to combat summer slide; a term used to describe the impact summer vacation has on student learning, especially in early elementary grades and more significantly in reading skills. We accomplish this with daily educational activities, weekly themes and enhanced learning field trips out of Edgemont. Children are provided breakfast, lunch, and an afternoon snack. Weekly walks are taken to the public library, city swimming pool, and city park. Special guests are invited in from local businesses to enhance learning such as a veterinarian brining in an ultrasound machine to show the students how they do part of their job.

Finally, the Edgemont School also allows us to use their gymnasium for Midget Mogul Basketball, On Stage Dance, and cheerleading. Our members utilize the cardio room and weight rooms which are housed in the school building. Our office building is located in the former school administrative building and we utilize their busses for our field trips.

Through our partnership with the City of Edgemont, we use the city soccer and baseball fields in the spring, summer, and fall for our sports programs. We also receive funds to manage and operate the city swimming pool where during the summer we see anywhere from 10 up to 50 patrons a day for open, family, and teen swim times.

What does participation at the Edgemont YMCA cost for these programs? Our afterschool program and summer day camp are offered free of charge through our 21st Century Community Learning Centers grant which covers the cost of most supplies and salaries for up to 3 staff members. Sports programs and swimming lessons have a fee of $30 for YMCA members and $40 for program participants who are not YMCA members. A child is never turned away due to a families' inability to pay the fee.

Where do our operational funds come from? The biggest portion of funds comes to us through grants from 21st CCLC as stated above, the United Way, Y-USA, and the South Dakota Food Program. We also hold an annual campaign to request donations from local individuals and businesses which are used as scholarships for children to have a YMCA membership and participate in our programs. Our next source of income is through the program fees for sports, swimming lessons, and pool admission. The third source is our YMCA memberships with an annual fee schedule of $96 for seniors age 60+, $108 for youth ages 4 to 17, $204 for a single adult ages 18-49, and $348 for a family. All memberships include use of the city swimming pool during the summer months, access to the weight room and cardio room, receive member discounts on programs, and can access any YMCA nationwide who participates in the AWAY program.

In order to keep the above fees for sports programs and memberships affordable, we are in need of additional funding. With the United Way restructuring how they are allocating funds, this year we are receiving only a 1/3 of our previous funds. As previously stated, the cost of goods, insurance, and salaries are rising and unfortunately we are unable to

715 D Street
PO Box 29
Edgemont, SD 57735

605-662-7254
www. rcymca.org

United Way of the Black Hills

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

EDGEMONT YMCA

close the gap. For these reasons we are requesting a larger allotment from the Fall River County Commissioners to continue our mission and operations in Edgemont.

It gets harder and harder to cover expenses each year and help from the county commissioners is more critical than ever. We are requesting $10,000 from Fall River County to help us continue operations to provide the community of Edgemont with quality programming and support.

Should you have any further questions, please feel free to contact me via my cell phone 307-756-2959 or email kelsey@rcymca.org. We truly appreciate your current support and look forward to your increased support in the future.

Sincerely,

Kelsey Trotter

Kelsey Trotter
Edgemont YMCA Director

715 D Street
PO Box 29
Edgemont, SD 57735

605-662-7254
www. rcymca.org

United Way
United Way of the Black Hills

FALL RIVER COUNTY HIGHWAY DEPARTMENT
APPROACH PERMIT
APPLICATION FOR ROAD APPROACH PERMIT

On this date May 20, 2021, the Applicant hereby applies to the Fall River County Highway Department for permission to construct an approach road connection to the West side of (road name) South Buffalo Gap Rd (road #) 6291 approximately at 1/4 - 1/3 mile South of Lone Tree Rd. The road approach will serve a residence and will be constructed between _____ and _____ at applicant's expense.
(residence, church, business, etc.)
(beginning date) (completion date)

Applicant acknowledges that approach and culverts shall meet County specifications, which are on file at the County Highway Department. Please attach a drawing or sketch showing the proposed location of the approach and set stakes in the ground to enable the Superintendent/Foreman to locate the proposed approach.

Name: Roxann Kienzle Address: 6820 Custer St, Black Hawk, SD 57718

Phone #: 605-484-8510 Signed: Roxann Kienzle
(Property Owner)

TO BE COMPLETED BY FALL RIVER COUNTY HIGHWAY DEPARTMENT

Permit #: _____
MO/DY/YR

PRELIMINARY INSPECTION: Date _____ By: _____

Culvert Diameter _____ Culvert Length _____

The crown of the presently traveled surface, including shoulder, to be continued at a distance of 20 feet from the nearest edge of the traveled surface of the road-shoulder facing the property.

Remarks: _____

_____

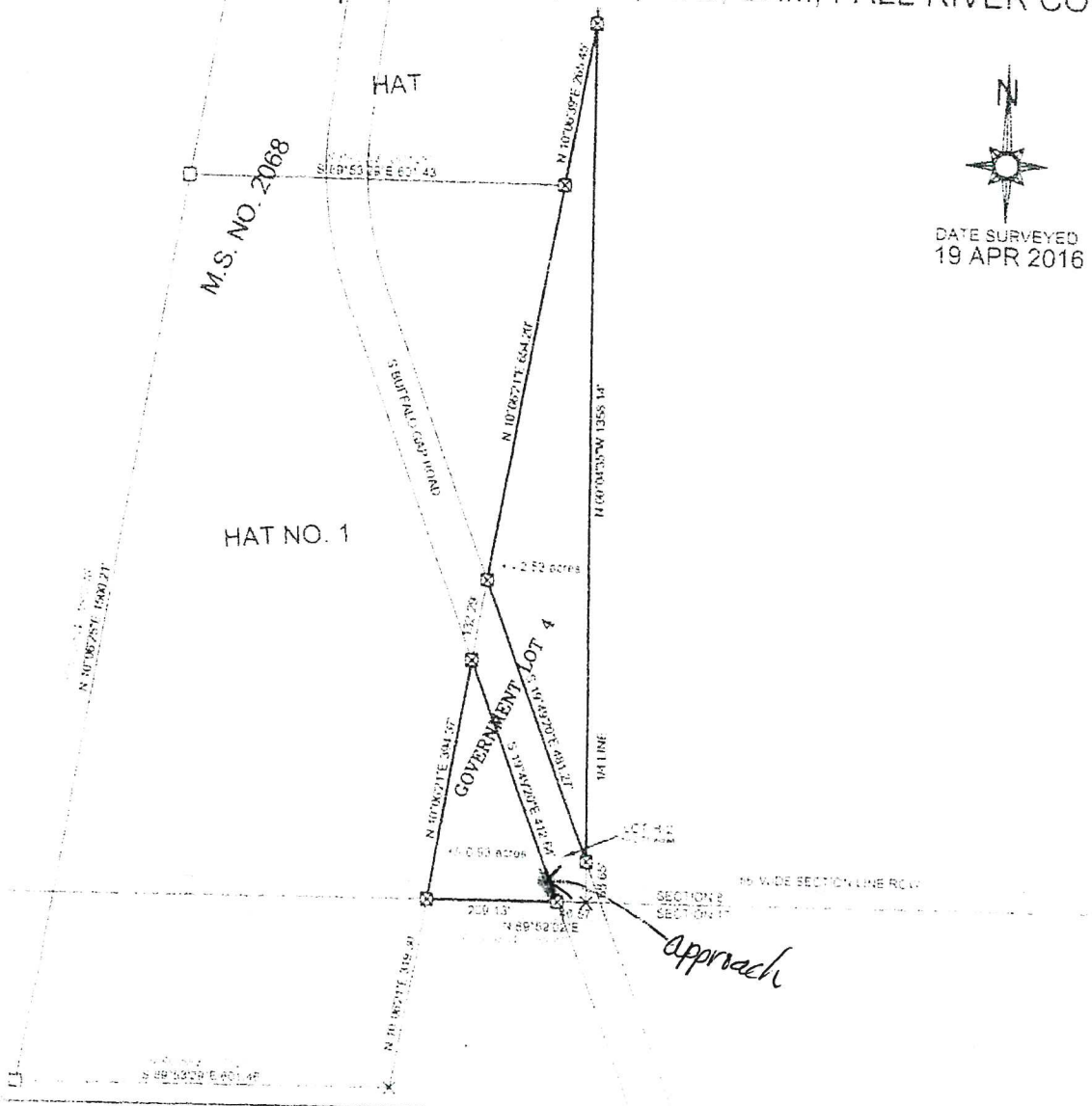
PERMIT: _____ APPROVED _____ DENIED

_____ Date: _____
Superintendent/Foreman

for Koxann Kienzle
605-484-8510

RECORD OF SURVEY

GOVERNMENT LOT 4, SECTION 8, T7S, R7E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA



N

DATE SURVEYED
19 APR 2016

LEGEND

- ⊠ Set rebar w/aluminum cap marked "ANDERSEN PLS 2842"
- □ Found stone monument
- × Angle point: - not monumented
- Slant lettering denotes record calls

BASIS OF BEARING - GPS OBSERVATION
taken N 72°18'15"E 92.63' from the SW corner of
OPUS STATIC SOLUTION NAD83(2011)

200 0 200 400
GRAPHIC SCALE - FEET

CERTIFICATION OF SURVEYOR
I, Keith E. Andersen, PLS, No2842 do hereby certify
represents a survey made by me or under my direct
in accordance with the laws of the State of South Da
surveying practice/and that the statements, to the best
and belief, true and correct.

Keith E. Andersen, PLS No. 2842

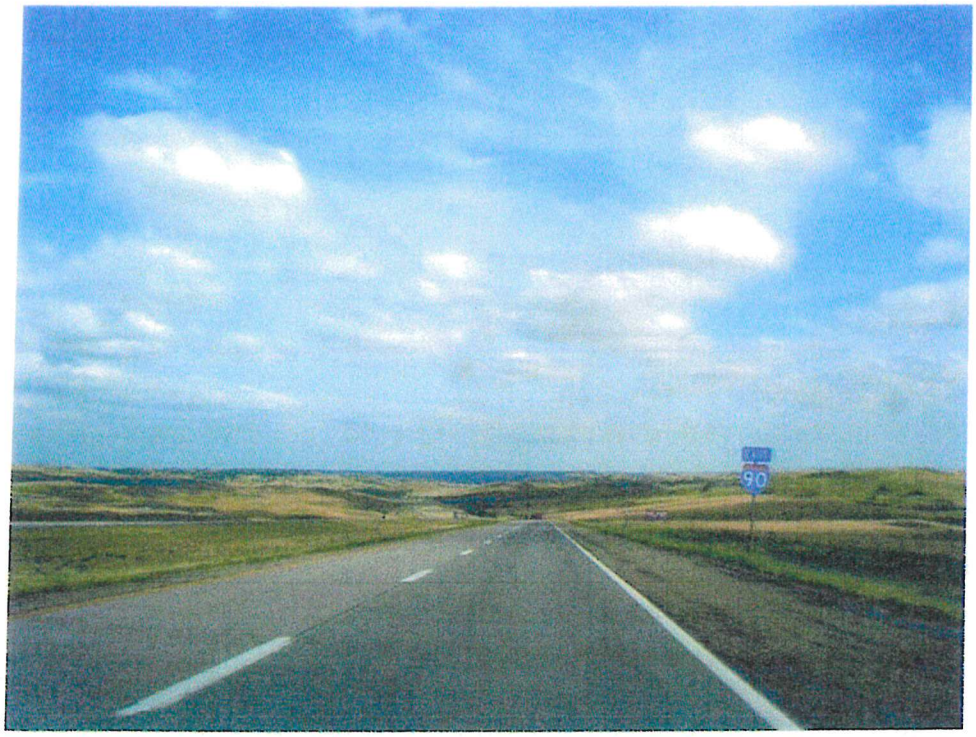
Prepared by
ANDERSEN ENGINEERS
Land Surveyors Professional Engin

Drawn by JRH	Date 4/28/2016	
Approved by McB	Date 4/28/2016	and
Scale 1"=200'	Sheet 1 of 1	File Name S8_T7S_

South Dakota Department of
Environment and Natural
Resources
523 E Capitol
Pierre, SD 57501

South Dakota's Volkswagen Class 4-8 Local Freight Truck Rebate Program

Guidelines and Applications Rounds Four and Five



Application Deadlines:
January 29, 2021 – 5:00 PM &
June 25, 2021 – 5:00 PM

This program is funded through the South Dakota Volkswagen (VW) Environmental Mitigation Trust

Section 1 – Introduction

The primary goal of South Dakota's VW Environmental Mitigation Trust Program is to facilitate the improvement and protection of the ambient air quality throughout South Dakota. The South Dakota Department of Environment and Natural Resources (DENR) administers the program. The program provides rebates to help purchase new class 4-8 local freight trucks that replace older in-use higher emitting diesel trucks to reduce diesel particulate matter and smog-forming emissions.

Program information will be posted on the VW Mitigation Trust Program Truck website at https://denr.sd.gov/des/aq/aaVWtrucks.aspx. For additional information, please contact: Barb Regynski at 1-800-GET-DENR (1-800-438-3367) or barb.regynski@state.sd.us.

Section 2 – Background

In 2016, EPA and California filed a lawsuit against Volkswagen for installing a system that allowed nitrogen oxide pollution, also referred to as NOx, to exceed levels allowed by the Clean Air Act. As part of the court settlement, Volkswagen funded an Environmental Mitigation Trust to be used to offset the excess pollution emitted by the non-compliant vehicles. South Dakota's Allocation from the trust is $8,125,000.

Section 3 - Eligible Participants

South Dakota state and local governmental agencies are eligible to participate.

Section 4 - Eligible Projects

The eligibility criteria for **existing trucks** to be replaced and receive a rebate are as follows:

- Class 4-8 diesel-powered local freight trucks (Gross Vehicle Weight Rating 14,001 pounds and greater) with engine model years 1992 through 2009. The replacement truck must be of the same type and class.

- The truck being replaced must be scrapped or rendered permanently disabled within ninety (90) days of the replacement. Evidence of appropriate disposal (including colored digital photos of the engine tag showing serial number, engine family number, and engine model year, vehicle identification number (VIN), and of the destroyed engine block and cut frame rails or other structural components) is required for rebate to be made. Drilling a three inch hole in the engine block and disabling the chassis is the preferred scrapping method. Equipment and vehicle components that are not part of the engine or chassis may be salvaged from the unit being replaced (e.g. plow blades, shovels, seats, tires, etc.). If scrapped or salvaged vehicles/parts are sold, the income may be used to meet the cost-sharing or matching requirement of the award, including any mandatory or voluntary cost-share. Therefore, the amount of the award remains the same.

The eligibility criteria for **new replacement** trucks are as follows:

- Diesel, alternate fueled, or all-electric class 4-8 local freight trucks (Gross Vehicle Weight Rating 14,001 pounds and greater) engine model year one year prior to the replacement or newer. The replacement must be of the same type and class.

- Total rebate per replacement will be up to 50% of the purchase price of a truck with an engine certified to meet EPA emission standards, 60% of the purchase price of a truck with an engine certified to meet CARB's Low-NOx standards, or 70% of the purchase price of an all-electric truck.

- **The applicant should receive the new truck by June 1, 2022 for round four and by December 1, 2022 for round five.**

Section 5 – Funding Amounts

During rounds four and five there will be approximately $900,000 of Volkswagen trust funds available for replacing trucks. Approximately half will be available for round four and any funds remaining will carry over to round five.

Section 6 – Project Awards

Ranking will be based on a combination of the age of the diesel engine being replaced, cost of the replacement vehicle, and nitrogen oxide reductions. To ensure improvement and protection of the ambient air quality throughout South Dakota is achieved, each applicant will receive one replacement vehicle before an applicant receives a second replacement vehicle, and so on.

Selected applicants will enter into a written agreement with DENR and will submit a copy of their purchase order. Rebates will be issued upon submittal of a Request for Reimbursement Form, evidence of final vehicle purchase price, a Certificate of Disposal Form, photographic evidence of disposal, and if requesting the 60% rebate, a copy of the engine certificate showing it meets CARB's Low-NOx Standards.

Section 7 – Tentative Schedule

Round Four	
Date	**Activity**
January 4, 2021	Call for Round Four Projects Opens
January 29, 2021	Call for Round Four Projects Deadline
February 1, 2021 – February 12, 2021	Evaluate & Select Round Four Projects
February 17, 2021	Post Round Four Selected Projects. Email rebate agreements to highest ranking applicants.
February 2021 – April 2021	Recipients will order Round Four trucks and email DENR copies of purchase orders
June 30, 2022	Deadline for all invoices and paperwork for Round Four to be submitted to DENR

Round Five	
Date	**Activity**
June 1, 2021	Call for Round Five Projects Opens
June 25, 2021	Call for Round Five Projects Deadline
June 28, 2021– July 9, 2021	Evaluate & Select Round Five Projects
July 14, 2021	Post Round Five Selected Projects. Email rebate agreements to highest ranking applicants.
July 2021 – September 2021	Recipients will order Round Five trucks and email DENR copies of purchase orders
December 30, 2022	Deadline for all invoices and paperwork for Round Five to be submitted to DENR

Section 8 – Program Application Process

The application and program participation process is as follows:

1. Program applications are attached to this document and are also available from the website at https://denr.sd.gov/des/aq/aaVWtrucks.aspx .

2. Applications must be submitted to DENR by 5:00 PM, January 29, 2021 and/or 5:00 PM, June 25, 2021. Applications are to be submitted by email to barb.regynski@state.sd.us or by mail to:
   VW Rebate Program
   SD DENR – AQ Program
   523 E Capitol
   Pierre, SD 57501

3. DENR will evaluate applications.

4. DENR will post selection list.

5. Selected applicants will be emailed rebate agreements.

Section 9 – Program Requirements

Successful project applicants must enter into an agreement with DENR setting forth specific performance criteria to ensure compliance with statutory and audit requirements. Agreement preparation will begin immediately upon DENR selection of a project. The agreement will include further details on complying with program requirements. All services or work carried out under an agreement awarded as a result of this call for projects must be completed within the scope, time frames, and funding limitations specified by the agreement. Upon signature and execution of the agreement by DENR, a copy of the executed agreement will be returned to the applicant, at which time the project will be considered awarded.

Replacement Truck Requirements

- The applicant must provide DENR with an original Internal Revenue Service (IRS) Request for Taxpayer Identification Number and Certification Form W-9. A copy of the IRS Form W-9 can be downloaded at www.irs.gov or by calling 1-800-829-3676.

- Purchase of new trucks may not occur prior to both parties signing the agreement. Rebates will be made on a reimbursement basis for eligible expenses incurred and paid by the recipient. A cost may not be considered incurred until the replacement truck has been received and accepted by the recipient.

- The applicant must provide DENR with a copy of the Division of Motor Vehicles registration or title for the truck being replaced.

- The applicant must submit a copy of the Purchase Order to DENR.

- The applicant must insure that the replaced truck is permanently disabled or scrapped and maintain documentation on how the replaced truck was permanently disabled or scrapped.

- Applicant submits a Request for Reimbursement Form, evidence of final truck purchase price, Certificate of Disposal Form, photographic evidence of disposal and if requesting the 60% rebate, a copy of the engine certificate showing it meets CARB's Low-NOx Standards. DENR will review the information for compliance with all grant requirements.

- Rebate will be issued upon verification (documentation and/or DENR staff site visit).

- The applicant agrees that program criteria and requirements may be reviewed, as new information becomes available, and can be revised at the discretion of DENR.

- DENR maintains the right to monitor the project periodically.

- The applicant must maintain ownership of the replacement truck for three years after receipt of the rebate.

Section 10 - Verification Procedures

Any applicant that receives VW Truck Replacement Rebate Program funds may be subject to verification of each program or project funded. The verification may be conducted by staff from DENR. Rebate documentation, records, and referenced materials must be available for review during monitoring visits.

Upon the completion of verification, DENR will determine if the funds were used for the approved project and make the verification available to the applicant and to the public upon request.

If DENR determines that the funds were expended in a manner contrary to law or not in accordance with provisions, DENR will notify the applicant of the determination, and may, at its discretion, seek re-payment of funds misappropriated, spent for non-eligible activities, or otherwise inappropriately expended.

APPLICATION PACKET CHECKLIST
TRUCK REPLACEMENT

A complete application packet includes the following items:

- ☐ Completed **Application.**
- ☐ Completed **IRS Form W-9.**
- ☐ Copy of Department of Motor Vehicles **registration or title** for the truck to be replaced.
- ☐ Dated and itemized dealer **quote** for replacement truck.
- ☐ Applications must be submitted to DENR by 5:00 PM, January 29, 2021 and/or 5:00 PM, June 25, 2021. Applications are to be submitted by email to barb.regynski@state.sd.us or by mail to:

  VW Rebate Program
  SD DENR – AQ Program
  523 E Capitol
  Pierre, SD 57501

TRUCK REPLACEMENT APPLICATION

I. APPLICANT INFORMATION			
1	a. Applicant Name:		b. DUNS Number:
2	Applicant Address:		
3	a. City:	b. State:	c. Zip + 4:
4	a. Contact Name:	b. Contact Title:	
5	a. Contact Phone:	b. Contact Fax:	
6	Contact Email:		

II. EXISTING TRUCK INFORMATION:				
1	Truck Storage Address: 27518 Cascade Road			
2	a. City: Hot Springs	b. County: Fall River	c. Zip Code 57747	
3	Truck Type/Use (e.g. snow plow, dump truck): Tractor			
4	Class: ☐ 4, ☐ 5, ☐ 6, ☐ 7, ☒ 8			
5	☒Short Haul-Single Unit, ☐Short Haul-Combo, ☐Long Haul-Single Unit, ☐Long Haul-Combo, ☐Refuse Hauler (short </= 200 miles, long > 200 miles, single=truck on single frame, combo=tractor with at least 1 trailer)			
6	a. Truck Manufacturer: Mack	a. Truck Model: CH613	b. Truck Model Year: 1992	
7	Type of Fuel: ☒ Diesel	Estimated Annual Fuel Usage for this Truck (gallons): 5,000		
8	a. Cumulative Mileage: ?	b. Estimated Annual Mileage: 30,000	c. Annual Idling Hours: NA	
9	Vehicle Identification Number (VIN): 1M2AA13Y9PW021599			
10	a. Engine Manufacturer: Mack	b. Engine Model: E8	c. Engine Model Year: 1992	
11	Engine Serial Number: 1M2AA13Y9PW021599			
12	Estimated remaining life (years): 3 Years			

III. NEW REPLACEMENT TRUCK INFORMATION				
1	Truck Type/Use (e.g. plow truck, dump truck, refuse truck):			
	Class: ☐ 4, ☐ 5, ☐ 6, ☐ 7, ☒ 8			
2	a. Truck Manufacturer: Freightliner	a. Truck Model: 114SD	b. Truck Model Year: 2023	
3	Truck Type of Fuel: ☒ ULSD, ☐ CNG, ☐ LNG, ☐ LPG/Propane, ☐ Electric, or ☐ Other			
4	Rebate: ☒ 50%, ☐ 60% if certified to meet CARB's Low-NOx Standards, or ☐ 70% of an all-electric			
6	a. Price of New Truck:			
7	a. Estimated Purchase Order Date:	b. Estimated Date of Truck Delivery:		
8	a. Engine Manufacturer: Detroit	b. Engine Model: DD13	c. Engine Model Year: 2022	

IV. SCRAPPING COMPANY/DISMANTLER INFORMATION			
1	Describe Method of Disposal of Truck:		
2	Scrapping Company/Dismantler Name:		
3	Contact Name:		
4	Address:		
5	a. City:	b. State:	c. Zip Code:
6	a. Phone:	b. Fax:	
7	Email:		

TRUCK REPLACEMENT APPLICATION

V. TRUCK MANUFACTURER/DEALER INFORMATION

1	Truck Manufacturer/Dealer: Floyd's Truck Center		
2	Contact Name: Jeff Cullum		
3	Address: 1022 N. Turbine Drive		
4	a. City: Rapid City SD	b. State: SD	c. Zip Code: 57747
5	a. Phone: 605-348-4900	b. Fax: 605-341-7514	
6	Email: JeffCullum@FloydsTrucks.com		

VI. APPLICANT'S CERTIFICATION

I certify that to the best of my knowledge the information contained in this application and in the supplemental material is correct and complete. I certify that the funding requested satisfies the eligibility requirements for this Program as represented in the Program Description and related materials. I certify that I understand that the funding under this Program is subject to restrictions and other conditions listed in the Program Description.

✓	The applicant will use the funding under this Program for the specific purposes defined in the Program Description.
✓	The applicant has received approval to apply and make use of the funding under this program.
✓	The applicant is not currently debarred or suspended from receiving federal funding.
✓	The applicant agrees to complete scrappage of the truck being replaced.
✓	The applicant certifies that all vendors will be selected in accordance with contracting laws.

I authorize DENR to make any necessary inquiries to verify the information that I have presented. I acknowledge that the information in this application is not confidential and may be released as required by the Program.

Printed Name of Responsible Party: Randy Seiler	Title: Hwy. Supt.
Signature of Responsible Party: Randy Seiler	Date: 5-27-2021

Applications are to be submitted by email to barb.regynski@state.sd.us or by mail to:

VW Rebate Program
SD DENR – AQ Program
523 E Capitol
Pierre, SD 57501

Request for Reimbursement Form

Name of Applicant: _____

Date new truck was delivered: _____

Engine Model Year of New Truck: _____

Instructions: Fill in the information below to summarize the Reimbursement Request.

Reimbursement Summary

Final Purchase Price of Truck	$
Rebate Amount (not to exceed awarded amount) = Final Purchase Price X percentage from award	$

*Program Income from Salvage/Scrappage	$

*If scrapped or salvaged engines/vehicles are to be sold, program income requirements apply. Program income may be used to meet the cost-sharing or matching requirement of the award, including any mandatory or voluntary cost-share. The amount of the award remains the same.

☐ Please attach evidence of final truck purchase price such as a copy of the dealer invoice, receipt, or canceled check

☐ Please attach Certificate of Disposal and photos verifying disposal

☐ if requesting the 60% rebate, please attach a copy of the engine certificate showing it meets CARB's Low-NOx Standards.

Requests are to be submitted by email to barb.reqynski@state.sd.us or by mail to:

VW Rebate Program
SD DENR – AQ Program
523 E Capitol
Pierre, SD 57501

Certificate of Disposal Form

Applicant Name: _____

Old Truck/Chassis Information

Make:		Vehicle ID Number:	
Model:		Odometer Reading:	miles
Year:			

Old Engine Information

Make:		Horsepower:	
Model:		ID or Serial No.:	
Year:			

Name of Dismantler: _____

Address of Dismantler: _____

Signature of Dismantler: _____ Date Truck Disabled: _____

Applicant Representative:

Statement: I certify that within 90 days of replacement, the old engine and chassis have been permanently disabled. Disabling the engine consists of cutting or punching a three inch by three inch (3" x 3") hole in the engine block. Disabling the chassis consists of cutting completely through the frame/frame rails on each side of the vehicle/equipment at a point located between the front and rear axles. Photos of the disabled engine/chassis that are required pursuant to the Terms and Conditions of the award agreement are attached to this Certificate of Disposal.

Representative Name: _____

Representative Signature: _____ Date: _____

Note: Documentation must include colored JPEG images of the following, with corresponding file names:

1) Side profile of vehicle
2) VIN
3) Engine label
4) Chassis rail cut in half
5) Engine block, prior to hole
6) Engine block, after hole
7) Others, as needed

Examples of Vehicle Disposal Pictures

Photo #1: Side profile of vehicle being scrapped



Photo #2: VIN of the vehicle being scrapped

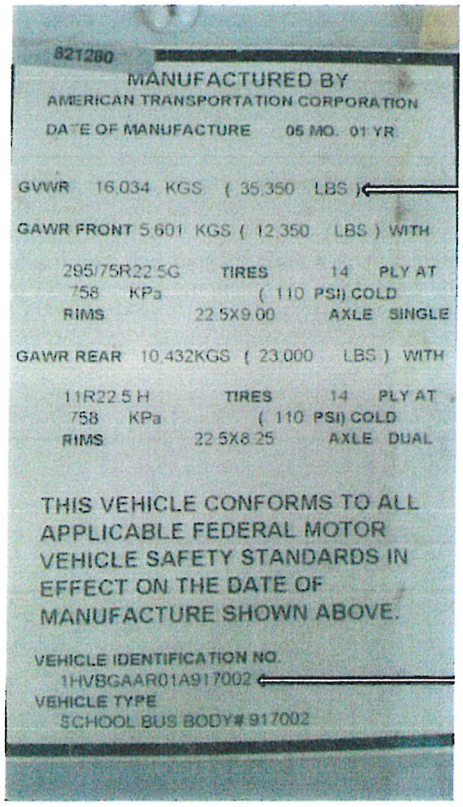


Photo #3: Engine tag with engine serial number and EPA engine family name



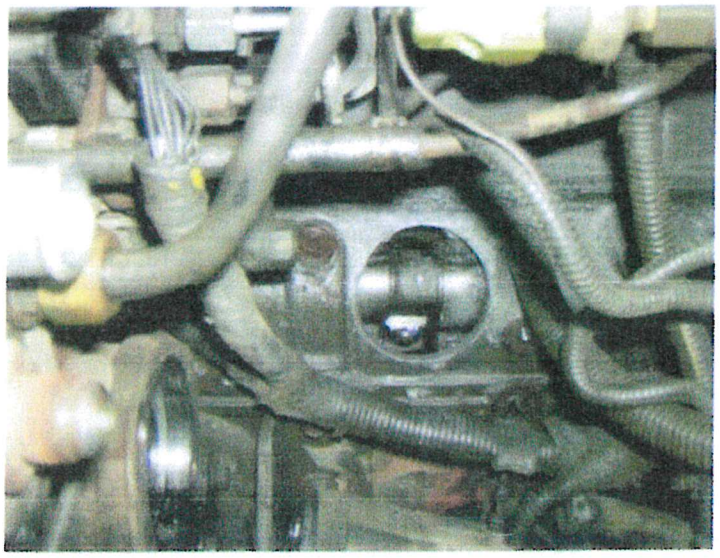
Photo #4: Chassis rail cut in half



Photo #5: Engine block prior to hole being drilled



Photo #6: Engine block after hole has been drilled



FALL RIVER COUNTY HIGHWAY DEPT

CREATE DATE: 05/26/2021 FIXED ASSET

General Information	
CATEGORY: EQUIP	FIXED ASSET ID: 0507
DESCRIPTION: DEACTIVATED	MODEL: CH613
SERIAL NBR: 1M2AA13Y9PW021599	LOCATION: H.S.
Purchase Information	
FINANCE ID:	ACQUIRE COST: 52,000.00
PAYMENT: 59,366.50	BALANCE DUE: -7,366.50
ACQUIRED DATE: 11/17/92	
FUND CODE: 311	OBJECT CODE: 711
VENDOR CODE: B0300	VENDOR NAME: Bank First
INVOICE NUMBER: 201	INVOICE DESCRIP: FIRST PAYMENT
INVOICE DATE: 11/15/92	
Additional Information	
ADDITIONAL COST: 0.00	TOTAL COST: 52,000.00
Depreciation Information	
START DEP DATE: 11/17/92	DEPREC PRICE: 52,000.00
SALVAGE VALUE: 26,500.00	EST LIFE YEARS: 10.00
DEP PER YEAR: 2,550.00	DEP PER DAY: 6.98152
General Comments	
1. TARE WEIGHT WITH TRAILER 3507=32600 LBS/ 16.3 TON/TITLE#10494794 LIC.CO8126	
2. CHANGED SAL.VALUE FROM $50,000.00 TO 26,500.00 (8-14-96)	

frchwydept@gwtc.net

From: Jarett Hatfield <jarett_hatfield@pacific-steel.com>
Sent: Tuesday, June 1, 2021 8:40 AM
To: frchwydept@gwtc.net
Subject: Scrapping Old Truck

Good morning Randy,

Thank you for the call this morning. As mentioned we could definitely scrap the Old truck you were talking about. We are currently paying $100/ton for Unprepared which is what we would consider the truck. Once the truck came in here we would use our mobile shear and cut it up so we could ship the scrap iron out. We would charge .15/pound for the tires since we have to take them to the landfill for disposal. The cab of the truck would most likely end up getting baled and go to our Shredder in Billings and from there would get shipped to the end mill. The rest of the truck would be cut into 36" X 18" pieces and shipped off to one of the steel mills in Indiana. If you have any other questions please let me know.

Thank you,

Jarett Hatfield
Branch Manager
Pacific Steel and Recycling
Rapid City, SD 57701
O:605-343-0334
C:701-339-1025

[EXT] Argentine Road Structure Replacement, Bid Opening June 3rd at 10:20 am

Daniel Cichosz <danielc@broszengineering.com>

Wed 6/2/2021 7:10 AM

To: 'frchwydept@gwtc.net' <frchwydept@gwtc.net>; Ganje, Sue <Sue.Ganje@state.sd.us>
Cc: Jason Hanson <jasonh@broszengineering.com>

Randy/Sue,

Once all of the bids are received if you can please scan each bid, all sheets including the bonds, and email them to me.
Then we can put a bid tab together and email all of the bids and the bid tab to SDDOT for their review.

Also, depending what the County decides, the suggested wording needs to be placed in the County Commission Minutes at the bid opening.

The Argentine Road Structure Replacement Project, BRO 8024(00)19-1 PCN 075T, is to be awarded to the low Bidder contingent upon South Dakota Department of Transportation approval.

Once the commission minutes are finished if you can please email me a pdf of the minutes. As a copy of these minutes will need to be emailed to SDDOT.
Once SDDOT has all of the bids, bid tab and minutes they will issue a Concurrence Letter.

Let us know if you have any questions.

Brosz ENGINEERING, INC.

DANIEL **CICHOSZ, PE**
3561 Whitewood Service Road
Sturgis, SD 57785
O (605) 347-2722
W www.broszeng.com

FOR OVER 35 YEARS, PROVIDING QUALITY **ENGINEERING, SURVEYING & ARCHITECTURAL SERVICES**

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Golden West TECHNOLOGIES
2727 N Plaza Dr.
Rapid City, SD 57702
Phone 605-348-6529 Fax 605-342-1160

Quote

No.: **66293**

Date: 5/18/2021

Prepared for:

Carol Boche
Fall River County States Attorney
1037 N River
Hot Springs, SD 57747 USA

Account No.: 1691
Phone: (605) 745-3866

Qty	Description	UOM	Sell	Total
1	HP EliteBook 850 G7 15.6" Touchscreen Full HD - i5-10310U (4-Core) 1.70 GHz - 16GB RAM - 512GB SSD - Win10 Pro - 3yr. Warranty	EA	$1,981.48	$1,981.48
1	PC Installation & Configuration	EA	$751.00	$751.00

Your Price: **$2,732.48**

Total: **$2,732.48**

Prices are firm until 6/17/2021

Prepared by: Chris Bernard, chrisbernard@goldenwest.com **Date:** 5/18/2021

Accepted by: _____ **Date:**_____

Disclaimer

Unless otherwise specified, all labor is charged on a time and materials basis. Any additional service charge or travel will apply.
Any quoted cable runs assume that there is an available cable pathway; if not, additional charges may apply.
Applicable taxes and/or additional freight charges may be added on to the invoice.
Terms: A 30% down payment may be required for sales of $10,000 or more, with the balance due Net 15 days.

BOARD OF FALL RIVER COUNTY COMMISSIONERS

NOTICE OF PUBLIC HEARING

ORDINANCE #2021-01

A TEMPORARY ORDINANCE REGARDING THE ISSUANCE OF LOCAL MEDICAL CANNABIS ESTABLISHMENT PERMITS AND/OR LICENSES

The Board of Fall River County Commissioners will hold a public hearing on June 17, 2021 at 11:00 a.m., Second Floor Courtroom, in the Fall River County Courthouse located in Hot Springs, SD. All interested persons are encouraged to attend in person and comment on Ordinance #2021-01, A temporary ordinance regarding the issuance of local medical cannabis establishment permits and/or licenses. After the public hearing, the Board of County Commissioners may have a first reading of Ordinance #2021-01 by title and set a 2nd reading date.

The proposed Ordinance #2021-01 will be made available for public inspection at the Fall River County Auditor's Office located in Hot Springs, SD and on-line at http://fallriver.sdcounties.org/ pursuant to SDCL Section 11-4 and amendments thereto.

Written comments may be filed by emailing the Auditor at sue.ganje@state.sd.us or by mailing them to the Auditor at 906 N. River St., Hot Springs, SD 57747 on or before noon on June 16, 2021.

2021 Budget-Fall River

April (Does not include Election & Auditor payroll transfer)

	Approved Budget	Contingency Transfer Out	Supplement Transfer In	Total Budget with Transfers & Supplements	Year to Date Expenses	% used	Balance
General Fund (10100)							
111 Commissioners	$121,601.00			$ 121,601.00	$ 23,924.47	20%	$97,676.53
120 Elections	$35,119.00			$ 35,119.00	$ 264.34	1%	$34,854.66
130 Judicial System	$20,000.00			$ 20,000.00	$ 2,316.69	12%	$17,683.31
141 Auditor	$259,307.00			$ 259,307.00	$ 100,808.86	39%	$158,498.14
142 Treasurer	$239,423.00			$ 239,423.00	$ 84,676.86	35%	$154,746.14
151 States Atty	$210,996.00			$ 210,996.00	$ 76,182.12	36%	$134,813.88
153 Crt Appt'd Attorney	$190,000.00			$ 190,000.00	$ 50,513.07	27%	$139,486.93
154 Abuse & Neglect	$20,000.00			$ 20,000.00	$ 6,309.11	32%	$13,690.89
159 CASA	$1,585.00			$ 1,585.00	$ -	0%	$1,585.00
161 General Bdlg	$294,997.00			$ 294,997.00	$ 100,190.10	34%	$194,806.90
162 Dir of Equal	$295,087.00			$ 295,087.00	$ 103,963.61	35%	$191,123.39
163 Reg of Deeds	$140,083.00			$ 140,083.00	$ 56,588.20	40%	$83,494.80
165 Vet Svc Officer	$58,881.00			$ 58,881.00	$ 18,872.96	32%	$40,008.04
166 Predator Animal	$4,182.00			$ 4,182.00	$ -	0%	$4,182.00
170 GIS	$70,195.00			$ 70,195.00	$ 21,326.49	30%	$48,868.51
171 Information Technology	$100,378.00			$ 100,378.00	$ 34,937.52	35%	$65,440.48
Total General Govnmnt	**$ 2,061,834.00**	**$ -**	**$ -**	**$ 2,061,834.00**	**$ 680,874.40**	**33%**	**$1,380,959.60**
211 Sheriff	$763,113.00			$ 763,113.00	$ 191,770.97	25%	$571,342.03
212 Jail	$768,895.00			$ 768,895.00	$ 279,460.98	36%	$489,434.02
213 Coroner	$26,425.00			$ 26,425.00	$ 1,504.52	6%	$24,920.48
215 Juvenile Detention	$10,000.00			$ 10,000.00	$ 2,080.00	21%	$7,920.00
216 Airplane	$5,500.00			$ 5,500.00	$ 1,359.60	25%	$4,140.40
222 COVID-19	$0.00			$ -	$ 457.63	0%	-$457.63
224 Search & Rescue	$1,300.00			$ 1,300.00	$ -	0%	$1,300.00
225 911 Sign Replacement	$6,500.00			$ 6,500.00	$ 759.00	12%	$5,741.00
Total Public Safety	**$ 1,581,733.00**	**$ -**	**$ -**	**$ 1,581,733.00**	**$ 477,392.70**	**30%**	**$1,104,340.30**
411 County Poor	$5,000.00			$ 5,000.00	$ 1,900.00	38%	$3,100.00
421 County Nurse	$66,646.00			$ 66,646.00	$ 23,154.06	35%	$43,491.94
433 Care of Aged	$18,300.00			$ 18,300.00	$ 15,800.00	86%	$2,500.00
434 Victim - Forensic	$0.00			$ -	$ 1,552.01	0%	-$1,552.01
437 Edgemont YMCA	$1,500.00			$ 1,500.00	$ 1,500.00	100%	$0.00
438 2-1-1 Helpline	$1,500.00			$ 1,500.00	$ -	0%	$1,500.00
439 Boys & Girls Club	$10,000.00			$ 10,000.00	$ 10,000.00	100%	$0.00
441 Mentally ill	$20,000.00			$ 20,000.00	$ 5,344.01	27%	$14,655.99
443 Addiction Recovery	$12,000.00			$ 12,000.00	$ -	0%	$12,000.00
444 Mental Health Center	$7,500.00			$ 7,500.00	$ 7,500.00	100%	$0.00

	Approved Budget	Contingency Transfer Out	Contingency/ Supplement Transfer In	Total Budget with Transfers & Supplements	Year to Date Expenses	% used	Balance
General Fund (10100)							
445 Mental Health Board	$30,000.00			$ 30,000.00	$ 11,550.65	39%	$18,449.35
Total Health & Welfare	**$ 172,446.00**	$ -	$ -	**$ 172,446.00**	**$ 78,300.73**	**45%**	**$94,145.27**
511 Library	$24,000.00			$ 24,000.00	$ -	0%	$24,000.00
512 Historical Museum	$6,000.00			$ 6,000.00	$ -	0%	$6,000.00
524 4/H Fair Support	$0.00			$ -	$ -	0%	$0.00
525 Edgemont Sr Citizen	$3,000.00			$ 3,000.00	$ -	0%	$3,000.00
526 Hot Spgs Sr Citizen	$4,100.00			$ 4,100.00	$ 4,100.00	100%	$0.00
527 Oelrichs Sr Citizen	$2,000.00			$ 2,000.00	$ -	0%	$2,000.00
Total Culture & Recreation	**$ 39,100.00**	$ -	$ -	**$ 39,100.00**	**$ 4,100.00**	**10%**	**$35,000.00**
611 County Extension	$58,532.00			$ 58,532.00	$27,106.13	46%	$31,425.87
612 Soil Conservation	$20,000.00			$ 20,000.00	$20,000.00	100%	$0.00
615 Weed Control	$177,119.00			$ 177,119.00	$28,268.07	16%	$148,850.93
Total Conservation/Nat'l Resource	**$ 255,651.00**	$ -	$ -	**$ 255,651.00**	**$ 75,374.20**	**29%**	**$ 180,276.80**
720 BHCLG	$3,685.00			$ 3,685.00	$ 1,760.00	48%	$1,925.00
721 County Economic Develop	$10,000.00			$ 10,000.00	$ 10,000.00	100%	$0.00
Total Urban & Economic Devel.	**$ 13,685.00**	$ -	$ -	**$ 13,685.00**	**$ 11,760.00**	**86%**	**$1,925.00**
750 pymt to Local Agencies				$ -		0%	$0.00
850 pymt to Local Agencies				$ -		0%	$0.00
Total	$ -	$ -	$ -	$ -	$ -	**0%**	**$0.00**
911 Transfers Out from Gen.:							
24/7 (COVID - 19 Transfer)	$ -			$ -	$ 17,571.93	0%	-$17,571.93
Hwy Dept (COVID - 19 Transfer)	$0.00			$ -	$ 1,434.13	0%	-$1,434.13
Fire	$2,260.00			$ 2,260.00		0%	$2,260.00
Dispatch and (COVID - 19 Transfer)	$303,441.00			$ 303,441.00	$ 210,790.20	69%	$92,650.80
Library	$16,607.00			$ 16,607.00		0%	$16,607.00
Domestic Abuse	$4,850.00			$4,850.00		0%	$4,850.00
Emergency Mgt	$81,242.00			$ 81,242.00		0%	$81,242.00
Total 911 out	**$ 408,400.00**	$ -	$ -	**$ 408,400.00**	**$ 229,796.26**	**56%**	**$178,603.74**

	Approved Budget	Contingency Transfer Out	Contingency/ Supplement Transfer In	Total Budget with Transfers & Supplements	Year to Date Expenses	% used	Balance
General Fund (10100)							
Total Gen Fund Expenditures	**$ 4,532,849.00**	**$ -**	**$ -**	**$ 4,532,849.00**	**$ 1,557,598.29**	**34%**	**$2,975,250.71**
Other Funds (Dept-Fund)							
161 Fund 30100	$ 75,000.00			$ 75,000.00	$ 714.68	1%	$74,285.32
Total General Govnmt.	**$ 75,000.00**	**$ -**	**$ -**	**$ 75,000.00**	**$ 714.68**	**1%**	**$74,285.32**
				$ -			
221 Fund 21100 Fire	$ 5,000.00			$ 5,000.00	$ -	0%	$5,000.00
225 Fund 20700 911 surcharge	$ 433,441.00			$ 433,441.00	$ 126,739.22	29%	$306,701.78
234 LEPC	$ -			$ -	$ 220.00	0%	-$220.00
248 24/7 Fund	$ 31,730.00			$ 31,730.00	$ 11,520.54	36%	$20,209.46
Total Public Safety	**$ 470,171.00**	**$ -**	**$ -**	**$ 470,171.00**	**$ 138,479.76**	**29%**	**$ 331,691.24**
310 Fund 20100 Hwy	$ 169,942.00			$ 169,942.00	$ 51,899.83	31%	$118,042.17
311 Fund 20100 Hwy	$ 2,394,662.00			$ 2,394,662.00	$ 277,749.24	12%	$2,116,912.76
850 Pymt to Local Agencies				$ -	$ -	0%	$0.00
Total Public Works	**$ 2,564,604.00**	**$ -**	**$ -**	**$ 2,564,604.00**	**$ 329,649.07**	**13%**	**$ 2,234,954.93**
M & P Fund 22500	$ 38,000.00			$ 38,000.00	$ 495.00	1%	$37,505.00
222 Fund 226 Emer Mgt	$ 120,417.00			$ 120,417.00	$ 30,334.45	25%	$90,082.55
225 Fund 216 Title III	$ -			$ -	$ -	0%	$0.00
Total Public Safety	**$ 158,417.00**	**$ -**	**$ -**	**$ 158,417.00**	**$ 30,829.45**	**19%**	**$127,587.55**
434 Fund 229 Dom Abuse	$ 7,000.00			$ 7,000.00	$ 7,000.00	100%	$0.00
Total Health & Welfare	**$ 7,000.00**	**$ -**	**$ -**	**$ 7,000.00**	**$ 7,000.00**	**100%**	**$0.00**
Total without Contingency Transfers Out	**$ 7,808,041.00**		**$ -**	**$ 7,808,041.00**	**$ 2,064,271.25**	**26%**	**$5,743,769.75**
Contingency Balance	**$150,000.00**						**$150,000.00**
Total Remaining	**$ 7,958,041.00**	**$ -**	**$ -**	**$ 7,808,041.00**	**$ 2,064,271.25**	**26%**	**$5,893,769.75**

RECIPIENT NAME	DOD	STATE	COP	CAA	CAE	INM	Detox	TOTAL	BALANCE	COMMENTS
Alarie, Billie	2/17/2015	SD	$ 1,300.00					$ 1,300.00	$ 1,300.00	Death Cert in name of Wilda Beryl Alarie
Auen, Lewis L	12/25/2018	SD	$ 1,900.00					$ 1,900.00	$ 3,200.00	
Baca, Alicia	10/1/2015	NM		$ 464.98				$ 464.98	$ 3,664.98	
Bald Eagle, Elaine	3/13/2010	CO				$ 563.55		$ 563.55	$ 4,228.53	
Bald Eagle, Helene	9/28/2007	SD		$ 1,381.20		$ 178.15		$ 1,559.35	$ 5,787.88	
Balliet, Joelene	8/2/2006	NM		$ 200.00				$ 200.00	$ 5,987.88	
Barrett, Shirley A	12/18/2015	SD		$ 802.36				$ 802.36	$ 6,790.24	
Bassett, Kyree	2/7/2017	NE				$ 1,310.50		$ 1,310.50	$ 8,100.74	
Bivens, Robert	10/7/2008	IA		$ 218.00				$ 218.00	$ 8,318.74	
Black Crow, Rhonda	11/3/2006	NE	$ 30.00	$ 1,150.31				$ 1,180.31	$ 9,499.05	
BoneShirt, Duana	11/27/2014	SD	$ 49.38	$ 175.00				$ 224.38	$ 9,723.43	Death Cert in last name of Spotted War Bonnett
Brings Him Back, Denise	11/3/2019	SD				$ 40.00		$ 40.00	$ 9,763.43	
Brockley, Robert	9/25/2019	OR				$ 35.00		$ 35.00	$ 9,798.43	
Broderson, Pat	3/11/2001	SD	$ 165.88					$ 165.88	$ 9,964.31	Death Cert in name of Patrick L
Brooks, Paul	12/2/2018	MN		$ 470.00		$ 4,280.49		$ 4,750.49	$ 14,714.80	
Brown, Robert Wayne	2/3/2013	SD	$ 1,300.00	$ 3,032.37				$ 4,332.37	$ 19,047.17	Death Cert in name of Bob
Burleson, Kenneth	2/11/2012	SD		$ 400.00				$ 400.00	$ 19,447.17	
Bushnell, Bruce N	9/5/1995	NE		$ 325.50				$ 325.50	$ 19,772.67	
Calvert, Charles L	8/16/2010	FL		$ 474.20				$ 474.20	$ 20,246.87	
Campbell, Brandon	4/5/2020	SD				$ 140.00		$ 140.00	$ 20,386.87	
Chief Eagle, Chris	7/18/2014	NE		$ 250.00				$ 250.00	$ 20,636.87	
Chilson, Guy	8/30/2014	SD				$ 25.50		$ 25.50	$ 20,662.37	
Cooper, Ronald	9/23/2012	SD		$ 1,036.15				$ 1,036.15	$ 21,698.52	
Cooper, Ronald and	9/23/2012	SD		$ -				$ -	$ 21,698.52	Joint Liability - Angela M Cooper
Cotton, Richard	4/15/2017	SD	$ 1,900.00					$ 1,900.00	$ 23,598.52	
Cross Dog, Flora	1/21/2017	SD		$ 200.00				$ 200.00	$ 23,798.52	
Dreamer, Jeremiah	11/17/2012	SD		$ 440.14				$ 440.14	$ 24,238.66	
Duvall, Eric	3/16/2013	SD					$ 1,481.50	$ 1,481.50	$ 25,720.16	
Ekstrom, Verna	5/18/2016	WY	$ 326.44					$ 326.44	$ 26,046.60	
Ellis, Donald	3/30/2016	SD		$ 1,311.46				$ 1,311.46	$ 27,358.06	
Evans, Vernon	11/12/2016	SD	$ 1,753.39	$ 1,386.42				$ 3,139.81	$ 30,497.87	Property currently in his name
Fayson, Carol Barbara	12/20/2013	SD		$ 250.00				$ 250.00	$ 30,747.87	
Ferguson, Zachary	9/4/2015	SD		$ 270.00	$ 3.48			$ 273.48	$ 31,021.35	
Forward, Douglas	12/7/2017	SD		$ 636.00				$ 636.00	$ 31,657.35	
Gale, Joseph Wilbur	2/20/2019	SD	$ 1,900.00					$ 1,900.00	$ 33,557.35	
Gardner, Kenneth	4/22/2014	SD		$ 375.00				$ 375.00	$ 33,932.35	
Garneaux, Cleo	1/17/2018	SD	$ 586.59	$ 101.87				$ 688.46	$ 34,620.81	
Good Voice Flute, Carl	5/16/2011	SD		$ 166.01				$ 166.01	$ 34,786.82	
Good Weasel, Richard L	5/17/2015	SD		$ 162.75				$ 162.75	$ 34,949.57	
Gossel, Robert	2/14/2019	SD	$ 1,900.00					$ 1,900.00	$ 36,849.57	
Gramling, Jonalynne	11/14/2016	SD		$ 874.95	$ 104.00	$ 1,428.17		$ 2,407.12	$ 39,256.69	
Hayes, Jacob	12/18/2016	IA		$ 250.00				$ 250.00	$ 39,506.69	
Heppner, Lori	2/7/2021	SD	$ 466.62	$ 1,747.08				$ 2,213.70	$ 41,720.39	
High Hawk, Val and	1/18/2016	SD						$ -	$ 41,720.39	Joint Liability - Judy Slow Bear
High Hawk, Valerie	1/18/2016	SD		$ 246.80				$ 246.80	$ 41,967.19	
Holler, Daniel	1/25/2020	SD				$ 190.00		$ 190.00	$ 42,157.19	

RECIPIENT NAME	DOD	STATE	COP	CAA	CAE	INM	Detox	TOTAL	BALANCE	COMMENTS
Hunt, Don	12/17/2008	OK	$ 88.01	$ 426.50				$ 514.51	$ 42,671.70	
Imaoka, Gary	8/13/2018	CA		$ 76.00				$ 76.00	$ 42,747.70	
Irwin, Helen	8/19/2017	SD	$ 1,900.00					$ 1,900.00	$ 44,647.70	
Jahn, Steven Francis	3/1/2020	SD		$ 3,166.00		$ 10,830.22		$ 13,996.22	$ 58,643.92	
Janis, Arlette	5/11/2019	SD	$ 175.00					$ 175.00	$ 58,818.92	
Jealous, James	10/8/2018	SD		$ 272.24				$ 272.24	$ 59,091.16	Death Cert in James Frank Jealous of Him
Job, Betty	10/19/2016	SD	$ 1,750.00					$ 1,750.00	$ 60,841.16	
Johnston, Amanda	12/16/2016	SD	$ 1,750.00					$ 1,750.00	$ 62,591.16	
Kirkpatrick, Gregg	5/5/2018	SD				$ 1,185.89		$ 1,185.89	$ 63,777.05	
Korodaj, Michael	9/5/2017	SD				$ 482.92		$ 482.92	$ 64,259.97	
Krebs, Mary	5/7/2015	SD	$ 409.50					$ 409.50	$ 64,669.47	
Lawnzak, William	5/5/2016	SD	$ 834.14					$ 834.14	$ 65,503.61	
Lone Elk, Martin	11/30/2015	SD		$ 513.00		$ 179.74		$ 692.74	$ 66,196.35	Death Cert in Marty Dean Lone Elk
Madden, James R	3/23/2018	UT		$ 501.00				$ 501.00	$ 66,697.35	
McAllister, James	10/4/2017	SD		$ 571.30		$ 205.00		$ 776.30	$ 67,473.65	
Morrison, Darrell	8/21/2014	SD				$ 20.00		$ 20.00	$ 67,493.65	
Nielsen, Eric	3/30/2002	CO		$ 201.14				$ 201.14	$ 67,694.79	
Nolan-Rhead, Kim	3/15/2018	SD		$ 1,667.35				$ 1,667.35	$ 69,362.14	
Parisien, Ryan	7/25/2019	SD		$ 695.60		$ 692.97		$ 1,388.57	$ 70,750.71	
Peiffer, Glen	8/31/2017	SD	$ 1,900.00					$ 1,900.00	$ 72,650.71	
Poehlein, Toni Ralph	10/30/2013	IN		$ 950.00				$ 950.00	$ 73,600.71	
Quiver, Charles W	9/23/2015	SD		$ 87.00				$ 87.00	$ 73,687.71	
Reynolds, Barney	1/7/2014	SD				$ 35.00		$ 35.00	$ 73,722.71	
Robinson, Dillon	5/12/2018	SD		$ 398.64				$ 398.64	$ 74,121.35	
Rowland, Janielle	9/23/2018	SD		$ 71.75				$ 71.75	$ 74,193.10	
Rushing, Daniel	8/14/2017	SD				$ 116.99		$ 116.99	$ 74,310.09	
Russell, Ronald R	7/26/2006	MO		$ 305.60				$ 305.60	$ 74,615.69	
Sanders, Loren J	1/24/2018	SD	$ 43.16					$ 43.16	$ 74,658.85	
Schlack, Alan Leonard	11/23/2015	MT		$ 287.00		$ 994.84		$ 1,281.84	$ 75,940.69	
Schneider, Susan	5/18/2017	SD		$ 498.40		$ 105.00		$ 603.40	$ 76,544.09	
Schramm, Gordon	5/22/2014	SD	$ 1,390.00					$ 1,390.00	$ 77,934.09	
Schroeder, Benedict	8/14/2017	SD				$ 95.00		$ 95.00	$ 78,029.09	
Schuppan, Charles Ray	4/2/2013	NE		$ 3,407.34				$ 3,407.34	$ 81,436.43	
Shangreaux, William	12/29/2016	SD		$ 275.13				$ 275.13	$ 81,711.56	
Shepperson, Kathleen	3/26/2008	SD		$ 186.50				$ 186.50	$ 81,898.06	
Shockey, Carl	9/12/2013	SD		$ 579.90				$ 579.90	$ 82,477.96	
Shott, Dennis	12/3/2008	SD		$ 151.94				$ 151.94	$ 82,629.90	
Shutts, Robert E	6/1/2015	SD		$ 760.10				$ 760.10	$ 83,390.00	
Slow Bear, Cordell	2/10/2020	SD	$ 103.22	$ 857.00				$ 960.22	$ 84,350.22	
Soyland, Rick	1/10/2015	SD	$ 442.00					$ 442.00	$ 84,792.22	
Sterud, Lee Alden	6/10/2017	SD		$ 450.00				$ 450.00	$ 85,242.22	
Stoneman, Charles Gerald	8/23/2002	CO		$ 250.00				$ 250.00	$ 85,492.22	
Stratton, Vernon	5/15/2018	SD		$ 835.16				$ 835.16	$ 86,327.38	
Sullivan, Michael	11/22/2012	SD	$ 100.00					$ 100.00	$ 86,427.38	
Tonuci, Ronald E	4/25/2010	SD				$ 1,197.04		$ 1,197.04	$ 87,624.42	
Ten Fingers, Richard	10/8/2002	SD		$ 250.00				$ 250.00	$ 87,874.42	
Thurman, Kenneth	2/7/2016	SD				$ 273.10		$ 273.10	$ 88,147.52	

RECIPIENT NAME	DOD	STATE	COP	CAA	CAE	INM	Detox	TOTAL	BALANCE	COMMENTS
Unger, Aaron	12/23/2003	NE	$ 71.00	$ 250.00				$ 321.00	$ 88,468.52	
Valandra, Paul	11/3/2016	SD	$ 299.00	$ 203.50		$ 332.00		$ 834.50	$ 89,303.02	
Van Cleave, Galen	10/4/2018	SD	$ 43.13	$ 413.64				$ 456.77	$ 89,759.79	
Waddell, Steven	3/27/2018	SD	$ 1,900.00					$ 1,900.00	$ 91,659.79	
Wade, Miranda	6/28/2014	SD				$ 70.00		$ 70.00	$ 91,729.79	
Walking, Stephanie	2/23/2013	SD		$ 143.68				$ 143.68	$ 91,873.47	Death Cert in name Stephanie Jessica Yellow Boy
Warrior, Clayton	9/16/2006	SD		$ 188.14				$ 188.14	$ 92,061.61	
Weber, Joy	3/13/2021	SD		$ 437.13		$ 10.88		$ 448.01	$ 92,509.62	
Weiker, John R	2/3/2020	SD	$ 1,170.00					$ 1,170.00	$ 93,679.62	
Weiss, Kim Bryan	1/22/2014	SD	$ 78.22					$ 78.22	$ 93,757.84	
Woitte, Anthony	8/31/2013	SD				$ 87.00		$ 87.00	$ 93,844.84	
Yellow Hair, Freda	10/11/2013	SD	$ 805.32	$ 674.95				$ 1,480.27	$ 95,325.11	
Yellow Thunder, Curt	9/4/2018	SD		$ 1,442.80				$ 1,442.80	$ 96,767.91	
Yellow Thunder, Orville	4/7/2018	SD		$ 242.40		$ 24.99		$ 267.39	$ 97,035.30	
Yotter, Marvin	6/1/2015	SD	$ 121.03					$ 121.03	$ 97,156.33	
Young, David W	3/15/2004	SD	$ 193.64			$ 35.00		$ 228.64	$ 97,384.97	
Zeller, Bryon Frederick	4/14/2015	CO		$ 227.60		$ 70.00		$ 297.60	$ 97,682.57	
RELEASED PER COMMISSIONERS MEETING	MINUTES OF	_____/	____/___							
_____										
SUE GANJE, FALL RIVER COUNTY	AUDITOR									
All Liens ckd for Real Estate (INQ/Grantor/Grantee Screens)										
DOD=DATE OF DEATH										
COP=COUNTY POOR LIEN										
CAA & CAE=COURT APPT ATTY & COURT APPT ATTY EXPENSES										
INM=INMATE MEDICAL EXPENSES										
DETOX - DETOX EXPENSES										

FALL RIVER COUNTY RESOLUTION #2021-26

WHEREAS, the Legislature of the State of South Dakota has provided for the approval of package off-sale liquor by the boards of county commissioners of the counties of said State pursuant to SDCL Title 35 as amended; and

WHEREAS SDCL 35-4-11.1 as amended provides that the board of county commissioners shall on or before the first of September in each year determine by ordinance or continuing resolution the number of package off-sale liquor licenses (other than malt beverage) it will approve for the ensuing calendar year and the fees to be charged for the various classifications of licenses; and

WHEREAS, the Fall River County Board of County Commissioners has set the number of package off-sale liquor licenses at seven and the fee for such license at $1,000.00 and

WHEREAS, Fall River County currently qualifies for seven package off-sale liquor licenses, making four additional licenses available for issuance July 1, 2021; and

WHEREAS, the Fall River County Board of Commissioners wishes to make the license available to the public on a first-come, first-serve basis.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Fall River County Commission makes the following rules applicable to the issuance of new package off-sale liquor licenses:

1. Applicants may apply for the package off-sale liquor license beginning upon passage of 2021 Senate Bill 152

2. Such application packet shall include the following:

   A. **Uniform Alcoholic Beverage Application**. This must be completed fully and according to its instructions, and bear the necessary original signatures.

   B. **License Purchase Fee**. License purchase fee in the amount of $1,000.00 shall be presented at time of application.

   C. **Sheriff Approval Form**. Sheriff approval request form will accompany the application.

3. In the event the first-come, first-served applicant is not able to meet the licensing standards set out by SDCL Ch. 35-2, the applicant who next submits a fully and accurately completed application shall be next considered

Dated this 20th day of May, 2021.

_____
Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

_____
Sue Ganje
Fall River County Auditor

RE: new off-sale license, fee for the license

Dooley, Marne <Marne.Dooley@state.sd.us>
Fri 5/28/2021 10:17 AM
To: Ganje, Sue <Sue.Ganje@state.sd.us>

The license fee cannot be less than $300.00. you can charge what you want

Marne Dooley

REVENUE SECTION COORDINATOR
BUSINESS TAX DIVISION
SOUTH DAKOTA DEPARTMENT OF REVENUE

445 East Capitol Avenue • Pierre, SD 57501
(605) 773-5424 • dor.sd.gov

CONFIDENTIALITY NOTICE: This message and any attachment(s) may contain confidential information. If you believe you received this email in error, please reply to the sender and then destroy this email. Thank you.

From: Ganje, Sue <Sue.Ganje@state.sd.us>
Sent: Friday, May 28, 2021 10:54 AM
To: Dooley, Marne <Marne.Dooley@state.sd.us>
Subject: new off-sale license, fee for the license

Good morning Marne. Do you know the codified law on how a county can set a license fee for the new off-sale. I know the application and renewal fee will be between $300 - 500, but looking for the law that allows for a license purchase fee. Can you help me with this? Thanks, Sue

Sue Ganje

County Auditor

Fall River/Oglala Lakota County

605-745-5130

5-6-21

To: Fall River Commission

From: Sue Ganje, Auditor

SB 152 – County's Issuance of off-sale liquor licenses.

Fall River County will have 4 off-sale licenses to issue, to be effective 7-1-21.

After consulting with State's Attorney Russell, the Board will need to do the following items to be effective 7-1-21:

1) Set a fee between $300.00 to $500.00 for these licenses.

2)Determine if the applicant meets the requirement of SDCL 35-2-6.2 (Character requirements for licensees. Any licensee under this title shall be a person of good moral character, never convicted of a felony, and, if a corporation, the managing officers of the corporation shall meet the same qualifications).

3)Determine how licenses will be allocated to applicants

Currently, Fall River County issues 4 Liquor Licenses, and 1 Restaurant – Liquor license holders are as follows:

1)Angostura Den (Angostura Den Inc.) 28041 Hwy 385 S

2)Coffee Cup Travel Plaza (H & H Enterprises) 27638 US HWY 385

3)Pirates Pub (TTT Taverns, LLC) 27679 Hwy 385

4)Stateline Casino (All 5 Gears LLC), 30387 Hwy 385, Oelrichs

1)Inferno On The Beach, Angostura Resort Management, Inc 30387 Hwy 385

Fall River County also issues Malt Beverage and SD Wine licenses to the 5 liquor licenses holders noted above, plus to Common Cents Food, Forney's Standard, Hidden Lake Campground and Resort, and the Hot Springs KOA.

All current Liquor License/Malt Beverage & SD wine License holders, plus the 4 other Malt Beverage & SD Wine licenses holders are eligible to apply for the Liquor off-sale License, plus any other interested parties.

2021 South Dakota Legislature

Senate Bill 152

Introduced by: ***Senator Johns***

An Act to authorize counties to issue off-sale liquor licenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. That § 35-4-6 be AMENDED.

35-4-6. Off-sale licenses--County, municipality, or improvement district.

~~Except as provided in subdivisions 35-4-2(12) and (16), off-sale~~ Off-sale licenses may ~~only~~ be issued under this chapter to operate within a county, municipality or an improvement district created pursuant to chapter 7-25A.

Section 2. That § 35-4-11.1 be AMENDED.

35-4-11.1. Counties--Number of licenses and amount of fees--Number restricted by population--Denial of reissuance.

If not previously fixed by ordinance or continuing resolution, the board of county commissioners shall, before the second of September in each year, determine the number of on-sale and off-sale licenses it will approve for the ensuing calendar year and the fees to be charged for the various classifications of licenses. The number of licenses issued pursuant to subdivision 35-4-2(6) may not exceed three for the first one thousand of population and may not exceed one for each additional fifteen hundred of population or fraction thereof. The number of licenses issued pursuant to subdivisions 35-4-2(3) and 35-4-2(12) may not exceed two for the first one thousand of population and may not exceed one for each additional fifteen hundred of population or fraction thereof. The population includes only those residing within the county, but outside the incorporated municipalities and improvement districts, created pursuant to chapter 7-25A, within the county. No licensee regularly licensed to do business on July 1, 1981, may be denied reissuance of a license in subsequent years solely by reason of any limitations, based upon population quotas, of the number of licenses authorized or established under the provisions of this title. Licenses issued to concessionaires, and lessees of the State of

South Dakota, within the boundaries of state parks, prior to January 1, 1983, may be subtracted when calculating the total number of licenses permitted in this section.

ORIGINAL

Hot Springs Elderly Meals Program
c/o Greg Foust – Advisory Board Chairman
941 Houston Avenue
Hot Springs, SD 57747

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

Re: 2022 Budget Request

Dear County Commissioners,

Greetings once again to all of you who faithfully serve our county and citizens! This has been a trying time for many of us, especially the elderly and disabled who count on nutritious hot meals, whether in a congregate setting at the Springs Senior Center or other gathering places, such as Brookside Apartments, as well as delivery to their homes in or near Hot Springs! The Springs Senior Center just recently reopened for congregate dining, but all other clients served by the program are being delivered to them for the foreseeable future.

All cooked items on the menu, which rotates every six (6) weeks, are prepared in the kitchens of the Meals On Wheels Program in Rapid City and transported in steam-table pans in a heated warming "box" to the Springs Senior Center Monday through Friday. Pre-packaged items not needing warming prior to delivery to clients are brought as often as needed and stored in refrigerated or freezer compartments until needed, per the menu rotation schedule. The individual hot meals are portioned into lidded styrofoam containers and kept in insulated boxes until delivered to each client. The current manager of the Hot Springs Elderly Meals Program has completed ServSafe certification and trains all other employees and delivery persons in proper handling of the meals; copies of her certification documents are enclosed.

The meals currently being delivered to Oelrichs clients are a combination of the daily hot meal and "freezer" meals, similar to grocery store frozen meals, but prepared, sealed and frozen in the Rapid City kitchen. Clients may prepare these meals for eating at their leisure in their homes and received similar nutrition benefits as the other clients in Hot Springs. We will expand this service to Oelrichs and Buffalo Gap clients as needed and it could result in daily trips to both communities.

We are currently serving an average of 125 meals per day in the City of Hot Springs, with another 8 meals per day down Fall River Road and Highway 79 to the Angostura Den area. We also take a total of 12 frozen meals once a week to two clients in Oelrichs and a couple of hot meals twice a week to Buffalo Gap (which is outside of Fall River County, but the closest resource for those folks). The average weekly total of meals mentioned above is now **681**!

The 2021 grant for this program is $2,800.00; we submit to you a request for an increase to $3,800.00 based on expansion of services into Oelrichs and Buffalo Gap. I will attend your meeting for further discussion of our request.

Sincerely,

Gregory A. Foust

Gregory A. Foust

Enclosures - 4

ORIGINAL

ACCOUNT)ESCRIPTION	GL#	18 ACTUAL	19 ACTUAL	20 ACTUAL	3-YEAR AVERAGE	21 BUDGET	21 YTD ACTUAL	%	22 REQUESTED	22 APPROVED
).159 CASA	10100X4260159	1,300.00	1,585.00	1,585.00	1,490.00	1,585.00	.00		$1,585.00	
ACCOUNT TYPE TOTALS	42	1,300.00	1,585.00	1,585.00	1,490.00	1,585.00	.00			
FUND TOTALS	10100	1,300.00	1,585.00	1,585.00	1,490.00	1,585.00	.00			
DEPT TOTALS	159	1,300.00	1,585.00	1,585.00	1,490.00	1,585.00	.00			

= BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

RECEIVED
MAY 10 2021
BY:

ServSafe
National Restaurant Association

RECORD OF TRAINING

This **Record of Training** is awarded to

Ruby McNare

Congratulations! You have completed

ServSafe Re-Opening Guidance: COVID-19 Precautions

May 13, 2020

Issue Date

National Restaurant Association
233 S. Wacker Drive, Suite 3600
Chicago, IL 60606-638

Save

ServSafe
National Restaurant Association

RECORD OF TRAINING

This **Record of Training** is awarded to

Ruby McNare

Congratulations! You have completed

ServSafe Delivery:
COVID-19 Precautions

April 20, 2020

Issue Date

National Restaurant Association
233 S. Wacker Drive, Suite 3600
Chicago, IL 60606-638

ORIGINAL

ACCOUNT DESCRIPTION	GL#	18 ACTUAL	19 ACTUAL	20 ACTUAL	3-YEAR AVERAGE	21 BUDGET	21 YTD ACTUAL	%	22 REQUESTED	22 APPROVED
10.421 COUNTY NURSE SALARIES	10100X4110421	39,379.84	40,956.40	42,545.95	40,960.73	47,777.00	11,924.41	25		
20.421 CO NURSE SOC SEC	10100X4120421	3,012.56	3,097.84	3,216.05	3,108.82	3,655.00	901.93	25		
30.421 CO NURSE RETIREMENT	10100X4130421	2,362.80	2,457.39	2,552.76	2,457.65	2,867.00	715.47	25		
40.421 WORKMAN'S COMP	10100X4140421	67.70	34.83	88.89	63.81	70.00	.00			
50.421 NURSE HEALTH INS	10100X4150421	4,288.50	4,414.50	4,559.50	4,420.83	4,680.00	1,221.00	26		
IMBURSEMENT BLUE CROSS	10100X4151421	.00	.00	.00	.00	.00	.00			
60.421 UNEMPLOYMENT	10100X4160421	.00	.00	.00	.00	.00	.00			
80.421 NURSE DENTAL INS	10100X4180421	485.40	485.40	457.05	475.95	437.00	109.20	25		
ACCOUNT TYPE TOTALS	41	49,596.80	51,446.36	53,420.20	51,487.79	59,486.00	14,872.01	25		
10.421 NURSES INS	10100X4210421	257.38	378.19	421.36	352.31	380.00	.00			
40.421 NURSE RENT	10100X4240421	.00	.00	.00	.00	.00	.00			
50.421 NURSE REPAIRS & MAINT	10100X4250421	.00	.00	.00	.00	.00	.00			
60.421 NURSE SUPPLIES	10100X4260421	348.82	185.09	171.41	235.11	400.00	.00			
AVEL & TRAINING	10100X4270421	97.00	346.48	438.00	293.83	200.00	.00			
80.421 NURSE UTILITIES	10100X4280421	.00	.00	.00	.00	.00	.00			
90.421 NURSE STATE PAYMENT	10100X4290421	6,180.00	6,254.00	6,410.56	6,281.52	6,180.00	.00			
ACCOUNT TYPE TOTALS	42	6,883.20	7,163.76	7,441.33	7,162.76	7,160.00	.00			
FUND TOTALS	10100	56,480.00	58,610.12	60,861.53	58,650.55	66,646.00	14,872.01	22		

no changes.

Preliminary Report

Data used based on updated soil table issued by Department of Revenue to Fall River County in May 2021; currently pending review.

Fall River County Ag Land Valuation Change

This report describes the changes to value for Fall River County due to the updated new soil table issued May 2021.

The original new table for Fall River County was issued in July 2020 and will be referred to in this document as the version 1 table. The version 1 table moved all but one of the Class 4 soils from a highest and best use category of non-crop to cropland. The updated table was received by Fall River County in May 2021. This table will be referred to as the version 2 table.

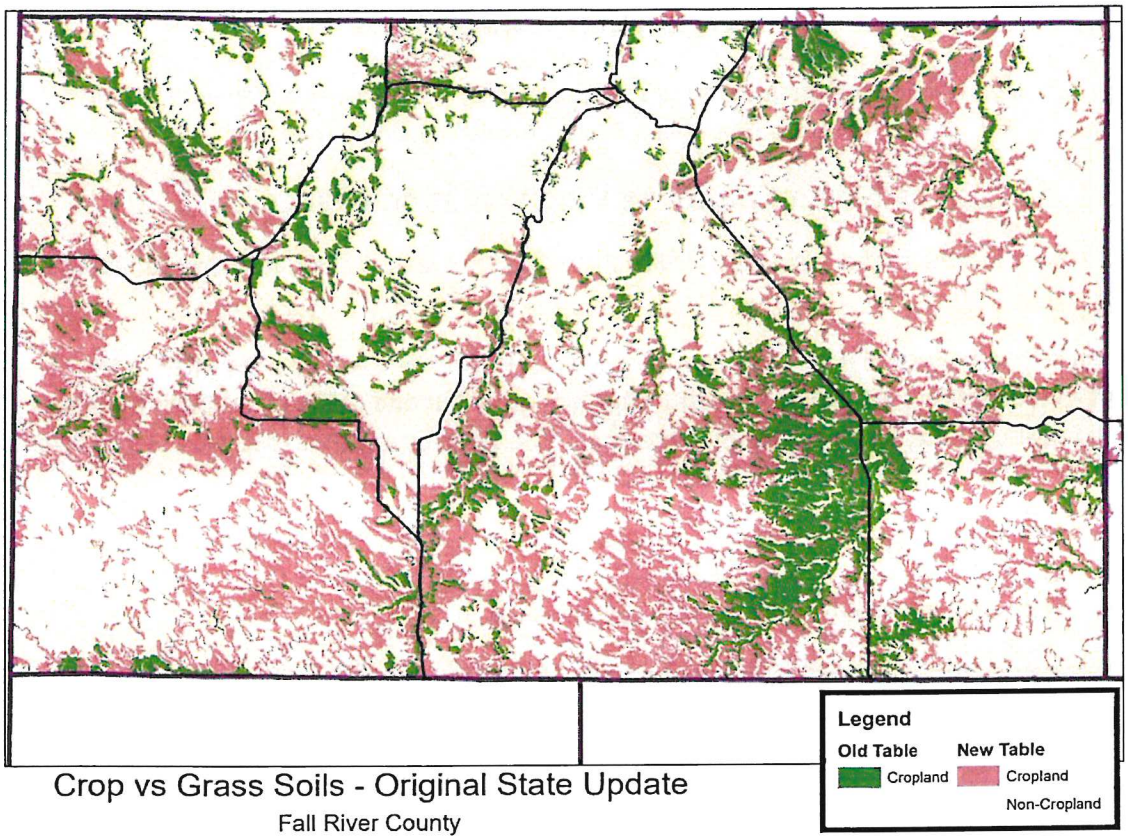
The Department of Revenue has stated that it was not the intention of the new tables to create this major shift in value. They are advising all counties to look at their new tables. They have also stated that they do not expect any county to apply the new table this year.

That said the tables and graphs below show what the value increase would be if the version 2 table was applied as it currently exists. The reader should understand that these numbers are not final, review of these tables is still ongoing. The purpose of this report is to show the progress made thus far in fixing these tables.

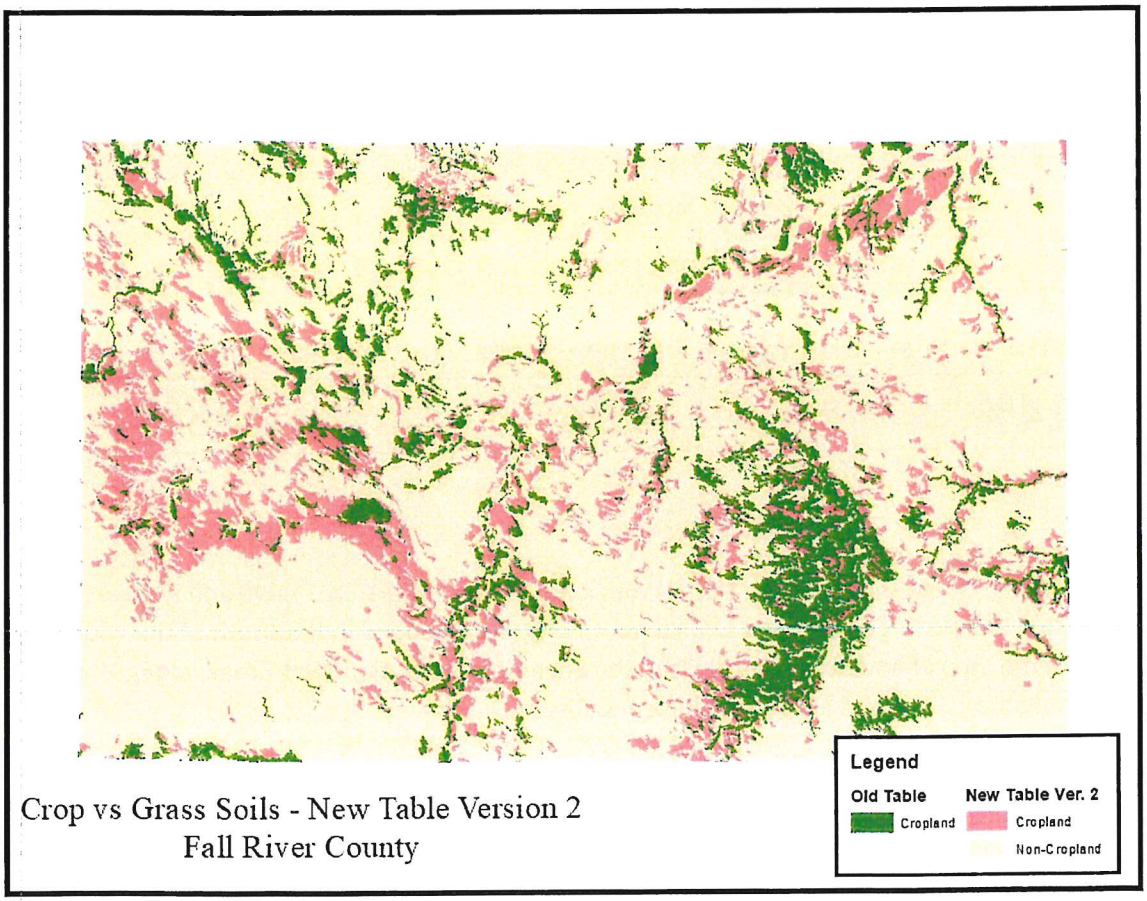
The version 2 table changed several the soils back to non-crop. Not every soil changed was located under agricultural land. The soils that changed back to non-crop which are located in agricultural areas are: AbA, AbB, Ga, NuC, P012B, P282C, P358B, PeB, Q0602A, and St. The soil named 'PeB' makes up 10% of the county and therefore had a significant effect on the value difference between table versions 1 and 2.

County Ag Land Designated as Crop Soil		
Original Table	New Table – Ver. 1	New Table – Ver. 2
14%	42%	28%

The maps on the next page show the additional crop soils due to the version 1 table and the version 2 table. The version 2 table has corrected a large amount of the soils added in the south of the county. There is still a large area of additional crop soils in the Edgemont area, along Hat Creek, along Horsehead Creek, in Minnekahta Valley, and along the Cheyenne River.



Crop vs Grass Soils - Original State Update
Fall River County



Crop vs Grass Soils - New Table Version 2
Fall River County

	Average Land Value	Table Used	Weighted Rating	Top Dollar
Crop Soil	$ 845.35	Old	0.892	$ 947.86
		New	0.698	$ 1,210.16
		New – After Highest & Best Change	**0.665**	**$ 1,270.97**
Non-crop Soil	$ 131.26	Old	0.395	$ 332.00
		New	0.512	$ 256.20
		New – After Highest & Best Change	**0.509**	**$ 257.92**

To see the effect of these new top dollars we will break the soils into three groups:

- Group 1: Soils that were crop soils on the old table and remained crop soils
- Group 2: Soils that were non-crop soils on the old table and are now crop soils
- Group 3: Soils that were non-crop soils on the old table and remained non-crop soils

Group 1:

Original Crop Soil Group	**Top Dollar**	**Value**
New	$1,210.16	$ 90,998,546
New – Class 4 move	$1,270.97	$95,570,798

The original crop soils group has increase by $4.5 million due to the change in top dollar that resulted from the moving of soils from non-crop to crop land. [107,646 acres]

Group 2:

Soils that changed highest & best Category	**Top Dollar**	**Value**
New as Non-crop	$256.20	$ 15,933,637
New as Crop	$1,210.16	$ 90,296,377
New with Move	$1,270.97	$ 94,833,348

If the soils had remained non-crop their value in the new table would have been $16 million. Instead, they were moved to crop, this would have resulted in a value of $90 million. However, their own move caused an increase in the crop top dollar that resulted in an additional increase of $4 million. So, the overall increase for these moved soils is $79 million. [117,591 acres]

Group 3:

Remaining Non-Crop Soil Group	Top Dollar	Value
New	$256.2	$ 74,223,645
New with Move	$257.92	$ 74,722,281

The non-crop soils that remained non-crop increased $0.5 million due to the change in top dollar resulting from the moving of soils from non-crop to crop land. [569,269 acres]

The majority of this increase is seen in the 14% of the county that had soils that changed from non-crop to crop.

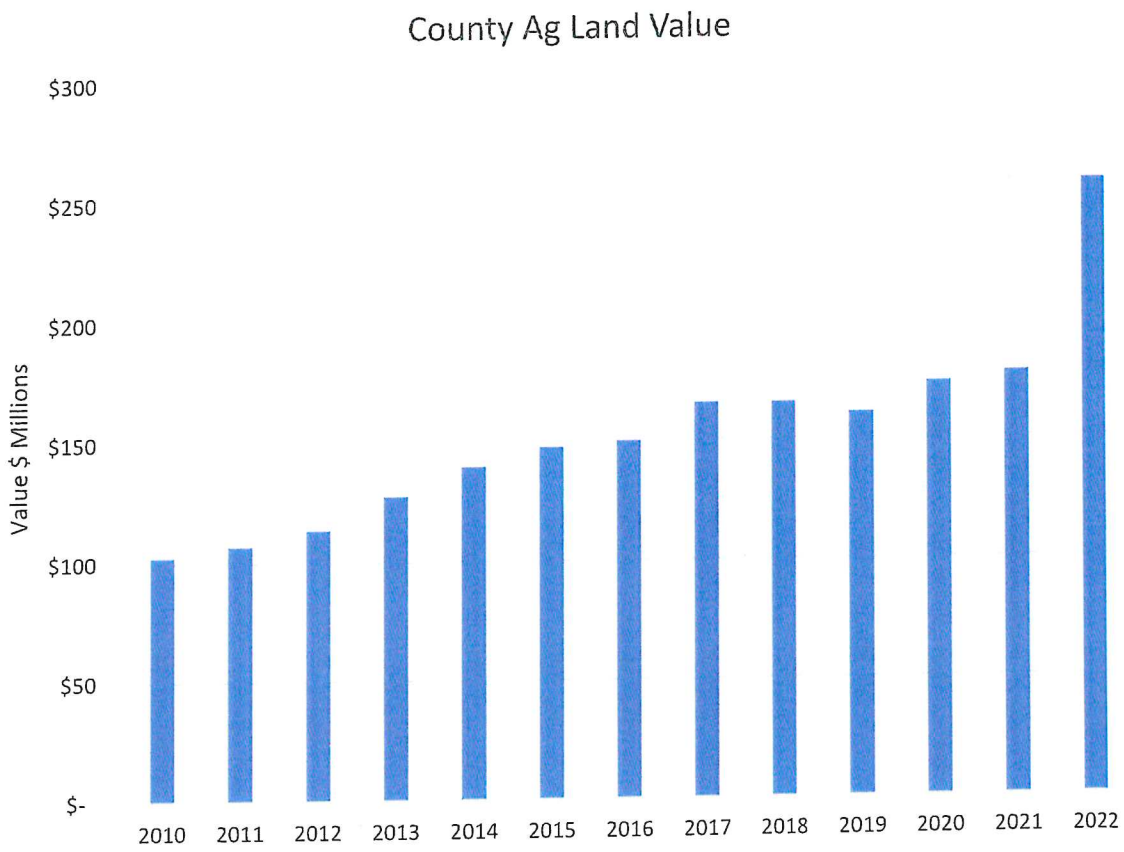
	Value Increase
Group 1	$4.5 million
Group 2	$79 million
Group 3	$0.5 million

State Expected Value for Fall River County	
2021	Version 2 Table
$ 181 Million	$ 265 Million

The version 1 table had a State expected value for Fall River County of $342 million. The version 2 table has cut that increase almost in half. It is still, however, a sizable increase that is larger than the increase we have taken over the last decade.

	Fall River County Ag Land Value	
2010	$ 102.3 million	
2020	$ 173.1 million ($181 before adjustments)	Increase of $70.8 million over 10 years
Version 2 table	$ 257.0 million ($265 before adjustments)	Increase of $83.9 million

Below is a graph of Fall River County's increases since 2010 with the version 2 table increase.



Report compiled by
Stacey Martin, GIS Coordinator
Fall River County 5/28/2021

Black Hills Regional Multiple Use Coalition
P.O. Box 9496 • Rapid City, SD 57709 • 605-341-0875 • Fax 605-341-8651

May 24, 2021

TO: BOARD OF DIRECTORS

SUBJECT: MEETING NOTICE

The next Black Hills Regional Multiple Use Coalition, Board of Directors meeting will be THURSDAY, May 27th, 4:00 pm, at the Spearfish Holiday Inn.

The tentative agenda items are:

- BHRMUC and OHV Action Group
- Black Hills Timber
- Directors Round Robin

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

Ben Wudtke
Executive Secretary

Black Hills Regional Multiple Use Coalition- April 23, 2021

The April 2021 BHRMUC meeting was called to order at 4:10 pm at the Holiday Inn in Spearfish, SD. Those in attendance were Dave Kennedy, Jean Kennedy, Eric Jennings, Druse Kellogg, Frank Bloom, Larry Mann, Bill Coburn, Don Hausle, Randy Deibert, Butch Oien, and Matt Lottes.

Chairman Hausle shared the meeting will follow Roberts Rule of Order and Vice Chair Coburn will act as Parliamentarian.
Jennings Moved, Oien Second to approve minutes of prior meeting. Motion Carried.
Deibert Moved, Coburn Second to approve Agenda. Motion Carried.
Motion Coburn, Second Kellogg to approve Financial Report. Motion Carried.

A $500 donation to the Halverson's was discussed again. Copies of the BHRMUC By-Laws were passed out. Motion for the group to donate $500 to the Halverson's in response to the loss of their home to fire. Butch 2nd's the motion. Motion carried.

OHVs:

Randy spoke on OHV working group developments (Action Committee is in place). Now a strict measuring tool in place to determine vehicle widths. A manufacturer has offered side-by-sides to the Forest Service (FS) for patrols. All in Action Committee agreed to "unified signage and unified maps." FS said they did not want to lead the Steering Committee...Black Hill Council looking to head the Steering Committee.

Bill addressed OHVs as a FS problem to fix and that the Forest Plan revision should include OHV reform.

Discussion of the need for a policy-making group, but would need buy-in and assurance from the FS that they'd listen and act. Raising congressional, county, and local awareness could encourage FS buy-in. To encourage awareness and support, Frank makes motion for the coalition to write a letter on taking lead to form policy-making group. Executive members will be responsible for drafting letter, and Randy will inform Black Hills Council of our intent. Motion carries.

Discussion of article from Stewards of Liberty on Biden's 30x30 executive order. 30% of Federal lands to be set aside for preservation…overall the order seems very vague and lacks detail.

Round Robin:

Randy spoke on how SD Dept of Natural Resources and Dept of Agriculture have now merged.

Eric spoke on recent fires. The Divide Fire near Bison, SD and the Windy Fire near Lemmon. Very dry conditions.

Meeting adjourned at 5:45 pm.

Minutes by Matt Lottes

Letter on Hill city — sawmills

Good morning. For those of you who don't know me my name is Mackenzie Swanson. First, I want to thank all of you for coming today. I believe it is important for us to excerise our right to meet with one another and give voice to our opinions. Secondly, I want to thank Cori Schmidt who spent a lot of time and energy organizing this. She's a prime example of how our community cares for one another.

My family moved to the Hills when I was in second grade. I lived in the little brown house right next to the stack yard. I have memories of the sweet smell of wood fresh out of the kiln, of making mud pies but stopping to wave as the water truck and fork lifts went by, and of the American Flag being painted on the water tank after the tragedy of 9/11.The timber industry has long been part of my life and the life of Hill City. It is the timber industry that taught me how to care for the forest and the importance of properly maintaining it.

Mainly we are here to show our support for the workers that are being affected by this shut down. The National Forest Service is proposing to cut the amount of logs permitted for harvest by 50-60%, forcing the Hill City Sawmill to close its doors. 120 jobs will be lost plus the 12 contracted logging crews. These men and women are essential parts of our community; their children are enrolled in our schools, they attend our churches and social clubs, and fill their gas tanks and grocery carts locally. They are our friends and families.

The sawmill is one of the few year round employers of our town. In the lean winter months it donates to our charities, events, provides scholarships, and bolsters our economy. This is a family company that invests heavily in families. If you have lived in the area for any length of time you have seen the fruits of their generosity; they support 4H Clubs, Youth Programs of all kinds, the Boys & Girls Club, The Hill City Arts Council, and have met the needs of individuals, just to name a few.

The affects of the sawmill closing will be far reaching. Other businesses throughout our area will be impacted: Dakota Panel, Missuola Saws, Menards, and The Black Hills Stockshow, to name only a handful. Various forest products companies in the Black Hills employ more than 1400 people. Annual salaries and contractor payments exceed $120 million. This is not just about one mill in one little town.

The forest needs the sawmill as much as our community needs it. We simply need to look to history to know just how essential the timber industry is. The very first federal timber sale in the United States happened right here in the Black Hills in 1899. 25 years after logging on the sale site commenced, the standing volume of ponderosa pine increased in volume from 482 board feet per acre to 2,611 board feet per acre. You heard it right- the available timber increased five fold. In 1968 the two-billionth board foot of the area was harvested. Since the first cutting in 1899 it had been successfully logged four times. In 1968 it was said that "with harvest of the two-billionth board foot, the Black Hills will have produced as much or more wood than there was estimated to have been standing when logging started in 1899." The first documented reports of the Mountain Pine Beetle were published in 1902 while a beetle epidemic ravaged our forests. From those first reports and the decades of research that followed, we've learned that the mountain pine beetle returns every 20-30 years, bringing with them disease, and thrives in dense forests with the capacity to kill millions of acres worth of trees. Thinned areas have proven time and time again to be more resilient against the attacks, and by keeping ahead of the bug, we can slow their progression and reduce the amount of trees killed. This is done by logging.

About 20 years ago the Jasper Fire ravaged over 83,000 acres according to the National Parks Service. According to a recent newspaper article following the story of our sawmill, the acreage burned was approximately 250,000 (though that is the only place that number was reported). Perhaps not so coincidentally the Forest Service didn't sell any Black Hills timber that year. It can be argued that increased logging in the area could have lessened the devastation. To this day the land is nearly sterile.

Properly logged areas reduce fuel for wildfires and make it easier for firefighters to do their jobs. Areas that had been logged around the same time as the Jasper Fire are healthy, abundant in wildlife, and are well on their way to being logged again. The forest recovers from logging astronomically faster than it does from wildfires, not to mention that logging is far more selective. Logging can even be viewed like farming. The process essentially tills up the ground and plants the seeds, giving the seeds a headstart in the growing process. Ponderosa pine is one of the few tree species used for lumber that regenerates easily without an intentional replanting.

Without logging we run a higher risk of bug infestation, disease, and fire epidemics. Tax paying citizens deserve to know how the National Forest plans on protecting their investment. How, and when, exactly will NFS maintain our forest without the help of the men and women of the sawmill that have been doing it for so long.

For those of you who don't know, the United States Department of Agriculture is the head of the National Forest Service. According to the USDA's Wildland Fire Division, Ponderosa pine is to be thinned to create an average of 20 feet between tree crowns. It is easy to see that the NFS isn't taking the advice of the USDA. Part of the problem is that the NFS and people speaking for it have given conflicting information over the years, and even over the last few weeks. When claims of years of mismanaged over-cutting bombard the media, keep in mind that there is not a tree cut on public land that doesn't first have the blessing of the National Forest.

I don't have any special degrees in environmental studies or forestry. I am not claiming to have all the answers, but here is what I do know: as I drive and hike through the hills I can see areas that desperately need logged. Here's what else I know:
Each and every person connected to this mill cares deeply about a healthy forest and the community they live in. They have no interest in depleting our natural resources, and every interest in doing what is best for the Black Hills and one another. We believe that continued logging, and keeping our mills open, is in fact what's best.

Thank you.

Deedholder	Deeded_Acres
ANGOSTURA IRRIGATION DISTRICT Total	-
GAME, FISH AND PARKS Total	301.72
GAME, FISH AND PARKS FEDERAL LANDS UNDER MANAGEMENT Total	7,479.29
U S GOVERNMENT BLACK HILLS NATIONAL FOREST Total	46,482.43
U S GOVERNMENT BUFFALO GAP NAT'L GRASSLANDS Total	230,134.65
U S GOVERNMENT BUREAU OF LAND MANAGEMENT Total	7,235.54
U S GOVERNMENT BUREAU OF RECLAMATION Total	49.73
U S GOVERNMENT CORPS OF ENGINEERS Total	1,084.62
Grand Total	292,767.98