

***FALL RIVER COUNTY
COUNTY COMMISSIONERS***
COURTHOUSE

**906 NORTH RIVER ST
HOT SPRINGS, SOUTH DAKOTA 57747
PHONE: (605) 745-5130 FAX: (605) 745-6835**

November 4, 2021

South Dakota Department of Transportation
Doug Kinniburgh
LGA Engineering Supervisor
700 E. Broadway Ave.
Pierre, SD 57501

Mr. Kinniburgh,

We would like your attention and assistance in developing an infrastructure plan of action for the SD471 Provo to Igloo bridge and road redirection. This project has a renewed emphasis with the recent sales and development of approximately one hundred new leases of bunker homes.

The current infrastructure will not withhold the amount of new traffic going in and out of the Igloo area. We realize that it is the responsibility of the State to negotiate the terms and conditions of developing this project. We would appreciate very much hearing from you as to the time frame of this endeavor.

We have concerned citizens in the affected area that would like this project to be moved to top priority. The deterioration of the roads and bridges to the area are becoming more prevalent.

Please consider this an important project with need for improvement sooner than later. Thank you for your time and consideration. We look forward to hearing from you about this concern.

Sincerely,

Joe Falkenburg, Chairman
Fall River County Commissioners

Improvement Recommendations - Both

for Fall River County (10/6/2021)

Property - 9-12 Storage Building in Hot Springs

Name of Person Completing Form: Sue Gandy Title: Co Auditor

"A" Priority

- A01 It is recommended that the trees growing against the foundation or rubbing on the structure be removed to prevent structural damage.

Date Completed: 10-28-21 If Not, Target Date (Please Explain): A-80

"B" Priority

- B01 It is recommended the gutter system be repaired to divert water away from the foundation and prevent further structural damage.

Date Completed: 10-28-21 If Not, Target Date (Please Explain): B

Improvement Recommendations - Both

for Fall River County (10/6/2021)

Property - 1-1 Courthouse

Name of Person Completing Form: Sue Gans Title: Co Auditor

"B" Priority

- B01** It is recommended the boiler be inspected as the operation/inspection certificate is missing or expired. Boilers should be inspected periodically by authorized personnel.

Date Completed: Inspected 4/20/21 If Not, Target Date (Please Explain): _____ B-3a
Bld supv request'd copy for file

Improvement Recommendations - Both

for Fall River County (10/6/2021)

Property - 7-7 Edgemont Shop

Name of Person
Completing Form: Suz Tanje Title: Co Auditor

"A" Priority

A01 It is recommended that the trees growing against the foundation or rubbing on the structure be removed to prevent structural damage.

Date Completed: _____ If Not, Target Date (Please Explain): 2/1/22 **A-80**

Improvement Recommendations - Both

for Fall River County (10/6/2021)

Property - 5-5 Ardmore Shop

Name of Person
Completing Form: Sgt Gans Title: Co Auditor

"A" Priority

A01 It is recommended the damaged wiring and conduit be replaced as it currently presents an electrical shock hazard.

Date Completed: 10/6/21 If Not, Target Date (Please Explain): _____ A-PR1a

Our vision is to attract and retain customers by offering high-value and sustainable products and solutions to meet evolving government business needs providing accurate information to decision makers, businesses, and property owners.



INTRODUCTIONS

Transcendent Technologies is a Wisconsin based owner-operated company specializing in government software and technology solutions. We currently provide comprehensive integrated land records, tax management, and general receipting systems for 27 counties and 500+ municipal customers in Wisconsin. Our team is experienced in offering solutions for government.

At Transcendent Technologies, we are committed to building solutions with you that work for you! We strive to develop long-term and meaningful relationships with our customers that result in continuous enhancements to help meet your evolving needs.

Our team of dedicated individuals includes business domain experts, software engineers, and customer support professionals.

SOFTWARE SOLUTION

Building Software for South Dakota. Transcendent Technologies, with cooperation from Patti Guthrie of Software Services Inc, would like to work with you to build a comprehensive tax billing and receipting software solution designed uniquely for South Dakota counties!

Our software will include a solution for County Treasurer and Auditors Offices. We will provide integration with Director of Equalization CAMA and property data as well as build tools for managing tax billing data and collection, delinquent tax tracking, levy management, growth and CPI, TIF and special districts, special assessments, abatements, auditor's tax account, treasurer's trust, county liens, omitted tax, motor vehicle and misc. receipting, integration with financial systems and GIS, all state required forms and exports.

PROPOSAL

We are proposing a long-term relationship. Transcendent Technologies will build and host a web-based software and data solution specific to South Dakota at no cost to you! Once development is complete, we will provide our data migration services and training also at no cost to you. You would agree to a 10-year annual maintenance and support contract* with Transcendent Technologies. You would also agree to pay Software Services Inc., for the professional services they provide to Transcendent Technologies and data migration they provide to you. Your annual maintenance with Transcendent Technologies and payment to Software Services Inc. do not apply until go-live.

Fall River County: \$26,800

*Annual maintenance fees are based on county size. Annual increases are typically 3-4% each per industry standards



SOFTWARE LICENSE AGREEMENT

This Software License Agreement, herein "Agreement", is made and entered into as of the following effective date ("Effective Date") by Transcendent Technologies, LLC, herein "Transcendent", and the undersigned Licensee, herein "Licensee". Transcendent and Licensee may be referred to herein individually as "party" or collectively as "parties".

The Effective Date of this Agreement is the _____ day of _____, _____. The exhibits listed below are attached and made part of this agreement:

Exhibit "A" – Grant of License

Exhibit "B" – Maintenance Terms and Conditions

Exhibit "C" – License/Service Fees & Payment Terms

BACKGROUND INFORMATION

WHEREAS, Transcendent has developed and owns all intellectual property rights to certain software known as Ascent Land Records software, including various copyrighted, copyrightable, and trade secret information related in any way thereto, here collectively referred to as "Software"; and

WHEREAS, the Software may include one or more programs for performing distinct functions, each separate such program being referred to as a "Software Module"; and

WHEREAS, Licensee desires a License from Transcendent to use the Software in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree to the following terms and conditions:

TERMS AND CONDITIONS

1. **Title.** Title and full ownership rights to the Software, copyrights, patents, trade secrets, and all other intellectual property rights connected therewith remain at all times under the sole and exclusive ownership of Transcendent, and no such rights are transferred to the Licensee excepting only the licensed rights and privileges set forth below.
2. **Grant of License.** Subject to the terms and conditions of this Agreement, and upon execution hereof by both Transcendent and Licensee, and further upon payment of the fees set forth below, Transcendent grants to Licensee a non-exclusive/non-transferable License to use the Software in a hosted environment managed by Transcendent, for the permitted uses set forth herein. The Software Modules, which are licensed for use, are identified on **Exhibit A**. The grant of license shall remain in effect as long as licensee continues to pay for maintenance and support annually as specified in **Exhibit B**.
3. **Permitted Uses.** Licensee's permitted uses for the License granted by Transcendent shall be limited to use of the Software solely for purposes of entering, updating, and searching the data base of the Licensee's records, displaying records lists, displaying copies of records in the Licensee's data base, and printing of

lists and/or records from the Licensee's data base, and any other use expressly authorized by Transcendent in writing. The Software shall not be used for any other purposes not expressly authorized herein.

4. **Restrictions on License.** The Licensee shall not engage in, cause or permit others to engage in, the reverse engineering, disassembly, decompilation, or similar manipulation of the Software to obtain the source code thereto, nor the modification, alteration, translation, or other change of the Software. Licensee shall not make copies, nor allow copies to be made, nor distribute copies of any of the Software to any other person or entity. Licensee agrees not to sell, assign, transfer, convey or publish any instruction materials, user manuals or related written documentation provided by Transcendent without first obtaining the express written consent of Transcendent.

5. **Installation.** As part of the License Fee described below, Transcendent will install the Software in the hosted environment managed by Transcendent for use by Licensee.

6. **Maintenance.** As a condition for the grant of License set forth herein, Transcendent shall provide maintenance in accordance with those "Maintenance Terms and Conditions" set forth on **Exhibit B** attached hereto.

7. **Training.** At time of installation Transcendent will demonstrate the use of the Software to the Licensee's personnel.

8. **Customized Programming Services.** Transcendent will provide or cause to be provided to the Licensee Customized Programming Services (CPS) beyond the initial installation and demonstration as requested by Licensee on an additional fee basis. Additional fees for CPS shall be based upon time actually spent plus out-of-pocket expenses incurred by Transcendent. Transcendent's fees are based upon established billing rates commensurate with the level and experience of Transcendent's personnel assigned to provide support. Invoices for CPS will be submitted monthly by Transcendent to the Licensee. Transcendent's billing rates range from \$100 per hour to \$200 per hour, depending upon experience level of the personnel involved. Billing rates for CPS are reviewed each January 1st, and are subject to change without notification.

9. **License Fees and Payments.**

A. **License Fees.** The fees for the License(s), installation, and demonstration services to be provided for each Software Module herein are set forth on **Exhibit C**. All such License Fees are non-refundable.

B. **Payments.** Licensee will be invoiced by Transcendent for the License(s) Fee based on payment terms defined in **Exhibit C**. License Fees or payments are due and payable within 30 days of invoice. Any invoice amount not paid when due shall bear a late fee at the rate of 18% per annum, or the maximum rate permitted by law, whichever is less.

C. **Maintenance Fees.** Maintenance Fees will be billed on an annual basis separately from License Fees in accordance with the fee schedule for Maintenance Fees attached as **Exhibit B**.

10. **Limited Warranty.** Transcendent warrants that the Software as delivered and installed by Transcendent to the Licensee shall perform as designed in accordance with the Software specifications. Transcendent's sole and exclusive responsibility pursuant to this warranty shall be to correct program errors or replace the Software so that the Software will perform as designed. This warranty and remedies herein are further limited as set forth in paragraph 11 below.

11. **Disclaimer of Other Warranties/Limitations.**

A. **Disclaimer of Warranties.** Licensor warrants that the Software has been developed in a workmanlike manner, and in conformity with generally prevailing industry standards. Licensee must report any material deficiencies in the Software to Licensor in writing within the first year after all functions have been used in a production environment. Licensee's

exclusive remedy for the breach of the above warranties will be the correction of the material deficiency within a commercially reasonable time. This warranty is exclusive and is in lieu of all other warranties, whether express or implied, including any warranties of merchantability or fitness for a particular purpose and any oral or written representations, proposals, or statements made on or prior to the Effective Date of this agreement. Licensor expressly disclaims all other warranties.

B. **Modifications.** Licensee acknowledges that Transcendent shall have no obligation to ensure that the Software operates in conjunction with Licensee's other software systems, or hardware, except as otherwise expressly agreed in writing by Transcendent. Licensee shall be responsible for all costs it incurs in connection with any modifications it elects to make to its own software, systems, or hardware.

C. **Limitation of Liability.** Notwithstanding anything to the contrary contained in this Agreement: (a) Transcendent's aggregate liability in connection with this Agreement, the Software, the documentation, and the rendering of installation, maintenance training, CPS, or other support services, regardless of the form of action giving rise to such liability (whether in contract, tort or otherwise), shall not exceed the aggregate fees paid by Licensee to Transcendent under this Agreement; (b) Transcendent shall not be liable for any indirect, punitive, exemplary, economic consequential or incidental damages of any kind (including without limitation lost profits), even if Transcendent has been advised of the possibility of such damages; and (c) Transcendent shall not be liable for any claims of third parties relating to the Software, the documentation, the maintenance or other support services.

12. **Term of Agreement.** The term ("Initial Term") of this Agreement shall continue for ten (10) years unless otherwise terminated in accordance with paragraph 13 below.

13. **Termination.** This Agreement may be terminated by Licensee or Transcendent at any time upon 30 days written notice by either party to the other. If Licensee terminates the Agreement prior to the expiration of the Initial Term, all remaining unpaid Annual Maintenance Fees listed in Exhibit B pursuant to the Initial Term will be due to within 30 days to Transcendent. If Transcendent terminates the Agreement prior to expiration of the Initial Term or if Transcendent or Licensee terminates the Agreement prior to the expiration of a Renewal Term, a pro-rated portion of the Maintenance fee will be refunded based upon the number of months or partial months elapsed under the term of the Agreement and the number of full months remaining, based upon a 12 month year. Transcendent has relied upon Sections 12 and 13 of the Agreement as it is offering a License Fee of \$0.00 to Licensee, and Licensee expressly acknowledges that these provisions are essential to the Agreement. Duties and responsibilities of Licensee in Section 16, Non-Disclosure of Information, will survive the termination of this agreement for any reason.

14. **Relationship of Parties.** Nothing in this Agreement is intended nor shall be construed to create any form of partnership joint venture or employee and employer relationship between the parties hereto.

15. **Waivers.** No waiver of any party's rights to this Agreement shall be deemed to have occurred unless in writing signed by the party against whom the waiver is asserted. The failure of either party to insist upon strict performance of any provision to this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver of the right of future performance on the part of either party hereto.

16. **Non-Disclosure of Information.** Licensee agrees that it will not disclose any of the following information without the express authorization of Transcendent:

A. Source codes, trade secrets, or other proprietary information disclosed by Transcendent to the Licensee for operational purposes, which has not generally been made known to the public by Transcendent.

B. Documentation, drawings, instructional materials, manuals, and other written communications and documentations provided to Licensee by Transcendent pertaining to the Software.

16.1 Confidential Information shall not include information that:

A. Is or becomes generally available to the public other than through your breach of this Agreement; or

B. Is communicated to you by a third party that had no confidentiality obligations with respect to such information.

16.2 Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. Licensee agrees to provide written notice of any such order to an authorized officer of Transcendent within 14 business days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit Transcendent to contest the order or seek confidentiality protections, as determined in Transcendent's sole discretion.

16.3 Notice of Immunity Under the Defend Trade Secrets Act of 2016 ("DTSA"). Notwithstanding any other provision of this Agreement:

(A) Licensee will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that:

(i) is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or

(ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

(B) If Licensee files a lawsuit for retaliation by Transcendent for reporting a suspected violation of law, Licensee may disclose Transcendent's trade secrets to Licensee's attorney and use the trade secret information in the court proceeding if Licensee:

(i) files any document containing the trade secret under seal; and

(ii) does not disclose the trade secret, except pursuant to court order.

17. **Equitable Remedies.** The parties acknowledge that breach by Licensee of any of the restrictions of the License herein will result in irreparable harm to Transcendent and accordingly may be enforced by equitable remedies, including, without limitation, injunctive relief and/or specific performance in addition to, or as an alternative to, remedies available to Transcendent at law.

18. **Return of Property.** Upon termination of this Agreement by either party for any reason all Software, manuals, materials, and documentation related thereto, including any authorized and unauthorized copies thereof shall be immediately returned to Transcendent by the Licensee.

19. **Force Majure.** Transcendent shall have no liability for damages due to: fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities of the public enemy, epidemics, pandemics, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, unauthorized use of the products, or other causes beyond Transcendent's control whether or not similar to the foregoing.

20. **Assignments.** This Agreement shall not be assigned by the Licensee to any other party without the express written authorization of Transcendent, which shall not be unreasonably withheld. Transcendent will not assign the responsibilities under this Agreement to any other entity without the express written authorization of the Licensee, which shall not be unreasonably withheld.

21. **Construction of Agreement.** The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation.

22. **Notices.** Any notice or communication permitted or required hereunder shall be in writing and given to the party at the address shown in this Agreement unless another address is submitted to the other party in writing. All notices given in person, by courier, or by fax shall be effective upon receipt and if any notice is given by mail it shall be deemed effective three business days following the date deposited in the mail.

23. **Modifications and Amendments.** This Agreement may be modified only in writing specifying the terms and conditions of the modifications signed by both parties.

24. **Complete Agreement.** This Agreement and all attached Exhibits constitutes the complete agreement between the parties and there have been no other oral representations, warranties, or agreements upon which either party has relied. The only other agreements between the parties that shall be binding shall be in writing and signed by both parties.

25. **Governing Law.** This Agreement shall be governed by and subject to the laws of the State of Wisconsin.

26. **Persons Bound.** This agreement is binding on the parties hereto and their respective heirs, successors, and assigns.

TRANSCENDENT TECHNOLOGIES, LLC.

BY: _____
Steve Moore, Business Development Manager

LICENSEE: **FALL RIVER COUNTY**

BY: _____ (Signature)
Authorized Representative/Title

Address: _____

Telephone Number: _____

EXHIBIT A

GRANT OF LICENSE

Software Modules licensed use by Licensee:

Ascent Property Tax & Receipting Software

Auditor Functions

- Levy & Mill Rate Computation
 - DOR reporting
 - Opt Out Management
- Assessment Management
 - Import/Update from Vanguard CAMA
 - Entry of centrally assessed values
- Tax Bill Generation
- Compute/Verify
 - Generate PDF and/or File
- Revenue Apportionment / Settlement
 - Reporting
- Special Assessment Management
- Tax Account Management
- Tax Adjustments/Abatements

Treasurer Functions

- Tax Receipting
- Mobile Home Advanced Tax
- Treasurer Trust
 - Advanced payments / Payment plans
- Miscellaneous/General Receipting
- Tax Certificate Processing
- Monthly Reconciliation Reporting
- Reporting / Exports
- Public tax record search

EXHIBIT B

MAINTENANCE TERMS AND CONDITIONS

1. **Term.** As stated in Section 12 of the Agreement, the Initial Term of this Agreement shall be ten (10) years from the Effective Date of this Agreement dated above, and subject to the termination and renewal provisions set forth below.
2. **Renewals.** This Agreement shall automatically be renewed for successive one-year Renewal Terms ("Renewal Term") unless terminated by either party pursuant to the termination provisions set forth below. This Agreement automatically will cease and terminate upon failure of the Licensee to pay the Annual Maintenance Fee.
3. **Maintenance Service.** Transcendent will provide Maintenance Service to the Licensee during the term of this Agreement. For purposes of this Agreement the term "Maintenance Service" consists of the following items and will be provided as set forth in this section:
 - A. **Enhancements.** Providing enhancements for the Software which shall mean any modification or addition that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application.
 - B. **Program Error Correction.** Transcendent will provide program error correction service, which shall mean a modification or addition that, when added to the Software, causes the licensed Software to function substantially as designed, and in accordance with its published specifications, or otherwise eliminates material adverse effects of the Software to function substantially in accordance with its design and specifications. The error correction procedures shall apply to verifiable and reproducible Program Errors. Error correction service will be provided upon error reporting by the Licensee to Transcendent.
 - C. **Support.** Support will consist of response by Transcendent personnel to Licensee's questions with regard to use of the Software within a reasonable time after request for such support. Support service responses will include reasonably acceptable answers or suggested approaches to solving problems, if known, or if not then known, an answer will be provided as soon as practical.
 - D. **Provision of Services.** Maintenance services set forth herein will be provided Monday through Friday. Maintenance services will be provided by telephone or other appropriate electronic means. Transcendent's Maintenance personnel will respond to Licensee's questions with regard to the use of the Software within a reasonable time after request for such Maintenance. Maintenance services responses will include reasonably acceptable answers or suggested approaches to solving problems, if known, or if not then known, an answer as soon as practical.
4. **Annual Maintenance Fee.** The Annual Maintenance Fee for each year of the Initial Term and for each Renewal Term of this Agreement shall be shown on page 2 of **Exhibit B**. The Annual Maintenance Fee shall be paid within 30 days of billing. Billing for this Agreement will be submitted by Transcendent to the Licensee within the first 10 days of production use of the software. Each calendar year thereafter the Licensee will be billed on a calendar basis beginning in January.
5. **Program Error Reporting.** In the event Licensee experiences a program error and desires Maintenance Service from Transcendent, Licensee shall promptly describe the program error in writing and submit the report of this error to the online Support Ticket program together with the Licensee's request for Maintenance Service. The Licensee shall include the name and telephone number of the person or persons who have either

experienced or can reproduce and demonstrate the program error. A support telephone number will also be provided.

6. **Limited Maintenance Warranty.** Maintenance Services to be provided pursuant to this Agreement will be provided free from defects in materials and workmanship. No other warranty of any nature whatsoever is granted by Transcendent pursuant to this Agreement, either expressed or implied, including without limitation, there is no implied warranty of merchantability, fitness for particular purpose, or non-infringement of third party rights. Under no circumstances will Transcendent be liable for an amount pertaining to Maintenance Services greater than the amount paid by the Licensee to Transcendent for such Maintenance Services.

7. **Limitation of Liabilities/Remedies.** In the event of any alleged breach, misrepresentation, or failure to comply with this Agreement by or on behalf of Transcendent, the sole and exclusive remedy of the Licensee shall be refund of the Annual Maintenance Fee pursuant to this Agreement. Transcendent is not liable for any incidental or consequential damages, if any, incurred by the Licensee.

ANNUAL MAINTENANCE FEES

<u>SOFTWARE MODULE LICENSED</u>	<u>FIRST PARTIAL YEAR FEE</u>	<u>FULL ANNUAL FEE*</u>
1. <u>Ascent Property Tax & Receipting</u>	\$ <u>TBD</u>	\$ <u>\$26,800</u>
2. <u></u>	\$ <u></u>	\$ <u></u>
3. <u></u>	\$ <u></u>	\$ <u></u>
4. <u></u>	\$ <u></u>	\$ <u></u>
5. <u></u>	\$ <u></u>	\$ <u></u>

*These fees are subject to change based on increased functionality of products in the future and general price increases in the list price of the software.

Any pro-rated maintenance for products installed in 2022/2023 will be invoiced immediately following the use of the software in a production environment.

A separate maintenance fee is applicable for each software module licensed in accordance with paragraph 4 of this **Exhibit B** entitled "MAINTENANCE TERMS AND CONDITIONS". The above license fee shall be filled in by the software provider for approval by the Licensee and Transcendent as part of this Agreement.

EXHIBIT C

LICENSE/SERVICE FEES & PAYMENT TERMS

License Fees: Licensee will be invoiced pursuant to the License fees listed below for the Software in this Agreement:

	<u>Software Module</u>	<u>Amount of One Time License Fee</u>
1.	<u>Ascent Property Tax & Receipting</u>	\$ <u>\$000.00</u>
2.	<u></u>	\$ <u></u>
3.	<u></u>	\$ <u></u>
4.	<u></u>	\$ <u></u>
5.	<u></u>	\$ <u></u>

Payment Terms: None



ACCEPTED
10/27/2021

Km

FAXED BID:

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

DATE: 10-27-21

FROM: Nelson's Oil & Gas, Inc. PHONE: 745-4189
~~745-5137~~

BID FOR: 8000 gallons

AMOUNT OF BID: \$2.94 / gallon #2 Dyed Diesel
(This bid includes all appropriate taxes and fees)

Signed By: [Signature]
Richard Nelson

Note: all faxed bids must be received in the Fall River County Highway Dept. office at the above number before 1:00 p.m. to be considered unless otherwise stated by the caller for bids.

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

Thank You

Subject **Seeking bids on 8000 gal dyed #2 Diesel**
From <hwyofficemgr@gwtc.net>
To Dispatch <dispatch@MGOIL.com>
Date 2021-10-27 08:15

Seeking bids on 8000 gal dyed #2 Diesel , TO BE DELIVERED TO THE
FALL RIVER COUNTY SHOP AT 27518 CASCADE RD, HOT SPRINGS, SD

NO RESPONSE.
Km

FAXED BID:

TO: FALL RIVER COUNTY HIGHWAY DEPT.

FAX # 745-5912

PHONE # 745-5137

DATE: 10/27/2021

FROM: H1-D-WAY Fuel **PHONE:** 890-1010

BID FOR: 8000 GAL. DYED #2 DIESEL

AMOUNT OF BID: NO BID - NOT PLACING TANKER ORDERS.

(THIS BID INCLUDES ALL APPROPRIATE TAXES AND FEES)

Signed By: Bin TANNER BY PHONE
K

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

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

THANK YOU

APPLICATION FOR PERMIT TO OCCUPY COUNTY HIGHWAY RIGHT-OF-WAY

TO: THE BOARD OF COUNTY COMMISSIONERS

DATE: 11/2/2021

FALL RIVER COUNTY,
HOT SPRINGS, SOUTH DAKOTA

Application is hereby made by Golden West Telecommunications, South Dakota for permit to occupy highway right-of-way located from: An existing vault at the intersection of Angostura Rd and Killdeer Rd
To: north approximately 275 Feet to the property south property line of 13399 Waterview Rd.

AERIAL FACILITIES: Location, type and size of the proposed line and anchors with respect to the centerline of the road or outer edge of the right-of-way and location of crossings showing any right-of-way are shown on Exhibit "A" (Sketch) attached.

UNDERGROUND FACILITIES: A sketch showing the approximate route and location of the proposed facility for which a permit is hereby requested is attached as Exhibit "A" and made a part hereof.

The following information is pertinent to the proposed installation:

1. Intended usage or rating: to move cable following a cable cut.
2. Pipe size, cable size and type: Cable: 22ga-25pr copper cable
3. Outside diameter: Cable: 0.68" O.D.
4. Maximum pressure at which pipeline will be operated: N/A
5. Size and Type of metal casing: N/A
6. Minimum depth of cable or pipeline: 36"
7. Casing will be installed by minimum size boring and will extend from toe of in-slope to toe of in-slope.
8. This installation will comply with the most recently adopted ASA, Code for Gas Transmission and Distribution Pipe systems or the National Safety Code. Marker sign(s) will be installed where appropriate.

The installation and maintenance of said utility facilities will not interfere with or impair construction, maintenance or use of any highway and will comply with all safety regulations of the State and Federal Government. When trenching is done on County R.O.W. the trenches must be tamped to avoid any settlement.

Future adjustments and maintenance will be in accordance with State and Federal Laws and Regulations and will be performed at not cost to the County or the Federal Government.

APPROVED _____ 20 ____

County Chairman

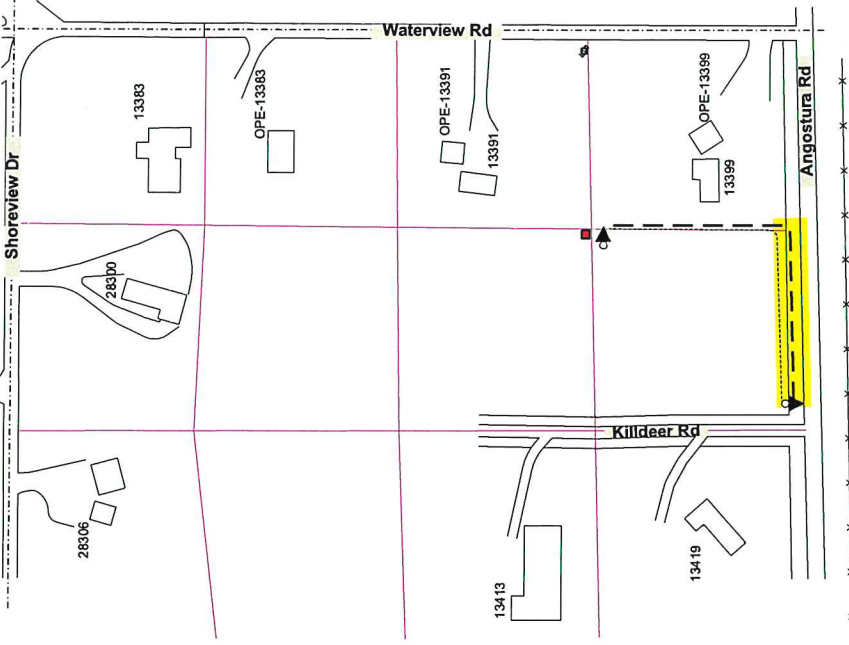
County Auditor

SUBMITTED 2-Nov 20 21

Golden West Telecommunications

By Mickie Abell Mickie Abell

Right-of-Way Specialist
Title



As Staked

Golden West Telecommunications

Name: Fall River Co. Hwy
 WD: Hot Springs T21581
 Exch: Hot Springs
 Route: Angostura Rd
 ROW: Public and Private
 Section: 2

Staked By:	CR	Date:
Revised By:	M.A.	11/2/21
Revised By:		Date:
Revised By:		Date:
Revised By:		Date:
Placed By:		Date:
As Built By:		Date:

Drawing Not To Scale

Sheet 1 of 1

CONFIDENTIAL

Proposed Cable Route

State: South Dakota
 County: Fall River
 Range: 06E
 Twp: 09S

CAUTION: BURIED FACILITIES MAY BE PRESENT. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR LOCATING PRIOR TO CONSTRUCTION.

Fwd: [EXT] FW: PCN 02E8 Cost Increase

hwyofficemgr@gwtc.net <hwyofficemgr@gwtc.net>

Mon 10/25/2021 6:41 AM

To: Ganje, Sue <Sue.Ganje@state.sd.us>

You may need to go over this with the Commissioners.

KM

Just FYI,
already know
but here is
the email
SA

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

Subject:FW: PCN 02E8 Cost Increase

Date:2021-10-21 16:58

From:<frchwydept@gwtc.net>

To:<hwyofficemgr@gwtc.net>

From: Huizenga, Paula <Paula.Huizenga@state.sd.us>

Sent: Thursday, October 21, 2021 4:43 PM

To: frchwydept@gwtc.net; Daniel Cichosz <danielc@broszengineering.com>

Subject: RE: PCN 02E8 Cost Increase

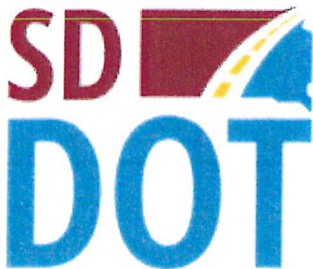
Randy & Daniel

SDDOT opened bids for this project on Wednesday. The low bid, from Corr Construction Services, was \$1,976,220.75. The cost is over what was estimated and will increase the county's share of the cost. The county's share will be \$395,244.15.

SDDOT found no issues with the bid pricing that was received and plan to recommend awarding the project at next Thursdays Transportation Commission Meeting.

Please let me know if you have any questions on this.

Thank you,
Paula



Paula Huizenga
Consultant Management Engineer
South Dakota Department of Transportation
605-773-6253
dot.sd.gov

From: frchwydept@gwtc.net <frchwydept@gwtc.net>
Sent: Tuesday, August 31, 2021 5:14 PM
To: Huizenga, Paula <Paula.Huizenga@state.sd.us>
Subject: RE: [EXT] PCN 02E8 Cost Increase

Yes, that will be ok with fall river co. thank you Randy Seiler

From: Huizenga, Paula <Paula.Huizenga@state.sd.us>
Sent: Tuesday, August 31, 2021 10:46 AM
To: 'frchwydept@gwtc.net' <frchwydept@gwtc.net>
Cc: Daniel Cichosz <danielc@broszengineering.com>
Subject: FW: PCN 02E8 Cost Increase

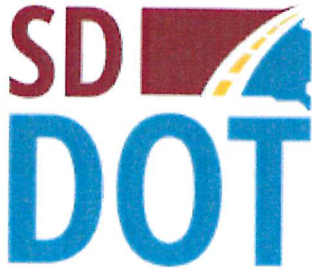
Randy –

The engineer's estimate for the total project costs including PE, CE & construction costs came in a little higher than what was shown in the bid letting authorization in 2020. The initial estimate was \$1,876,000 and it has increased to \$1,977,000.

The county will be responsible for 20% of the costs and 100% of any non-participating costs. This equates to a \$20,000 increase for the county. At this time there are not any non-participating costs.

Please let me know if this is acceptable via email.
If you have any questions, please let me know.

Thank you,
Paula



Paula Huizenga
Consultant Management Engineer
South Dakota Department of Transportation
605-773-6253
dot.sd.gov

Fall River County 2020 Census Summary

Total Population: 6,973

Racial Breakdown:

- 85.9% White
- 6.0% American Indian
- 3.2% American Indian & White
- 1.4% White & Other
- 0.8% Other
- 0.7% Asian
- 0.5 % African American
- 0.4% African American & White

Remaining 1.1% of the county made up of other races and various combinations all of which are under 0.25% each of the population

Regarding redistricting

The question that is posed to at-large counties: **Is there a districting plan that allows for more minority political success than the at-large plan?**

Three Factors:

1. The minority group must be sufficiently large and geographically compact to constitute a majority in a single-member district.
2. The minority group must be politically cohesive.
3. The majority must vote sufficiently as a bloc to enable it usually to defeat the minority's preferred candidate.

If the county was to change to a district commissioner system each of the five districts would need an optimal population of 1,395 people. So, to have a majority in any district would require 698 people.

In calculating the minority population two scenarios were run. The first excluded people who claimed multiple races when one of those races was white. The second scenario included people of multiple races where white was one of their races.

Scenario #1: minority population = 593 (not enough population to create a majority in a district)

Scenario #2: minority population = 981 (enough population to create a majority if they are in a geographically compact area)

Geographical Compactness: Using the scenario #2 population to find the census blocks with the highest percentage of minority individuals two issues were discovered.

First the percentage of minorities was still low within most blocks. Even sorting by percentage and taking all the highest percentage minority blocks into a theoretical district. By the time that the theoretical district has reached the optimal total population limit the minority groups do not have a majority population within that district. A district of 1,388 people with 559 claiming some minority race was the highest percentage that could be contrived. This still leaves the minority at 40% of that district.

Second, the theoretical district that was created was not geographically compact. It included blocks from Edgemont to Oelrichs and Hot Springs to Ardmore.

In summary, the minority populations of Fall River County live intermixed with our majority population in such a way that it is not possible to create a geographic district that allows for their population to have a majority vote in a single-member district. There may, however, be communities or groups not based on race that feel that the at-large system has quieted their vote.

The ability of a county to change from at-large to districts happens only in February of years ending in '2'. Since the opportunity for this change happens only once a decade, I would recommend that the commissioners hold a public hearing for anyone with concerns over the current at-large system to voice those concerns.

Stacey Martin
11/2/2021



*Emergency Management
Fall River County*

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

605 745-7562 605 890-7245 em@frcounty.org



Date: November 4, 2021

Subj: Commission Update

1. LEMPG 4th Quarter Work Plan and 85-21: All required paperwork was submitted for the 2021 4th Quarter.
2. HMPG Grant: I completed the required paperwork for the grant to update the Haz Mat Plan for Fall River County. Black Hills Council of Government will be the contractor completing the update.
3. 2022 HLS Grant: Information has been provided pertaining to potential projects for the 2022 HLS Grant. More information will be provided as the grant timeline of January 2022.
4. Fires & Incidents:
 1. 10/21/2021: Sig. 1 Accident: Car vs horse, Hwy 385. Oelrichs Fire, Fall River Sheriff, Oelrichs Ambulance.
 2. 10/30/2021: Sig. 1 Rollover: Vehicle hauling Hay, Jensen Hwy. Fall River Sheriff, SD Hwy. Patrol, Hot Springs Fire, Hot Springs Ambulance.
 3. 10/31/2021: Fire Call: Controlled Burn. Fall River Sheriff

A handwritten signature in black ink that reads 'Franklin W. Maynard'.

Franklin W. Maynard, CEM, CFM

Emergency Manager

Fall River County

906 N. River Street

Hot Springs, SD 57747



October 2021

On January 27th, the Biden Administration launched the largest unauthorized federal land grab our nation has every faced.

He signed Executive Order 14008 and unleashed the radical environmental agenda to permanently protect 30 percent of our lands and oceans by 2030 — in their natural state.

His Administration is using all the tools in the toolbox, to entrench this agenda and replace private property protections with federal control. 30 x 30 is not a conservation program, it is a devious agenda to transform America into one controlled by the administrative state.

And there are still too many Americans unaware or ill-informed on this devastating agenda.

This is how you can help.

Contribute to the “Fight 30 x 30 Fund.”

Help us build up the resources we need to stop 30 x 30.

The progressive left seeks to control nearly 700 million acres. Or, as Nebraska Governor Ricketts explains, that is equivalent to protecting one state of Nebraska every year, for the next nine years.

But 30 x 30 is only the first step. The long-term goal is what is known as the “Half Earth” agenda. They seek to permanently protect 50 percent of our lands and waters.

New Mexico Governor Grisham is already taking steps to make this a reality. She recently signed Executive Order 2021-052, which calls for protecting 30 percent of New Mexico’s land and setting aside another 20 percent as a “climate stabilization” area — that’s 50 percent!

The Biden Administration is trying to convince Americans that this program is a way to help landowners do more with their lands, keep working lands working through voluntary, locally led efforts. But, that is the great deception.

30 x 30 has its roots in the international community where it is being pushed on every nation. And it is well-funded. September 22nd, *Greenwire* reported the following:

“A coalition of nine charitable groups announced today that they will jointly commit \$5 billion toward an aggressive pledge that aims to conserve 30% of the world's lands and waters by 2030. The pledge includes Amazon.com Inc. founder Jeff Bezos' commitment on Monday to direct \$1 billion — 10 percent of his \$10 billion effort to address climate change — to the global conservation goal commonly known as 30x30.”

Ask yourself if “we the people” should be turning control of our lands over to an Administration that abandoned Afghanistan and our southern border?

Are we ready to cede control of the production of our food, fiber, energy, and minerals to this Administration — or any Federal Administration? America’s landowners are the best stewards of the land. They have been putting food on our table for centuries, while improving the natural resources.

They are the true *American Stewards*.

We have already slowed down their agenda. Nearly 100 counties have passed resolutions opposing the agenda. Fifteen Governors have signed a letter opposing the initiative. Two Attorneys General have put the Biden Administration on notice they are watching for federal overreach. And, a “30 x 30 Termination Act” has been filed in the U.S. House and Senate.

These efforts have forced the Biden Administration to pivot and rename the effort “America the Beautiful,” focusing the message on the urban public. They are being deceived, and we need your help reaching them.

We must do more. Much more.

Give to the “Fight 30 x 30 Fund” and help us educate and activate more Americans.

Every dollar you give matters. We do not need billions of dollars, we need committed Americans like you to stand up and fight back. We can do a lot with a little, as our early work on 30 x 30 demonstrates.

If you can send a contribution today, it will be a tremendous help. And, if you are able, you can sign up for a monthly reoccurring donation that better prepares us for the battles we must face.

We would be wise to remember Karl Marx’s definition of socialism was simply “the abolition of private property.” The 30 x 30 land grab is not about conservation, it is about extinguishing private property rights. We will lose this country if we do not take the radical environmentalists behind 30 x 30 seriously. They are well organized, well funded, and determined to succeed.

But so are we.

Please use the enclosed coupon and make your commitment to this fight today.

Warm regards,



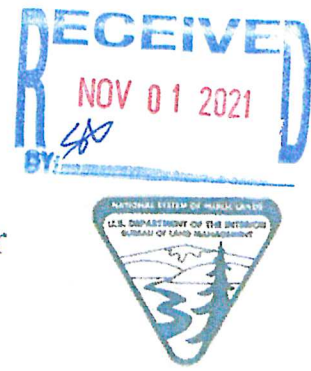
Margaret Byfield
Executive Director

*Help us save
this Land of Liberty!*



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Montana Dakotas State Office
5001 Southgate Drive
Billings, Montana 59101
<http://www.blm.gov/montana-dakotas>



October 29, 2021

In Reply Refer To:
First Quarter 2022 Comp Sale
3160 (MT92200)

Dear Reader:

The Bureau of Land Management (BLM) received Expressions of Interest to sell Federal oil and gas leases on 29 parcels of Federal minerals in a future lease sale. The purpose and need for action is to 1) respond to EOIs to lease parcels of land for oil and gas development as mandated by Federal laws, and 2) prevent substantial loss of oil and gas resources from Federal lands due to drainage and ensure that Federal lessors are not subjected to revenue losses through drainage. Offering parcels for competitive oil and gas leasing provides opportunities for private individuals or companies to explore and develop federal oil and gas resources after receipt of necessary approvals, and to sell the oil and gas in public markets.

The proposed action is to lease 29 parcels within the Miles City Field Office, North Dakota Field Office, U.S. Army Corps of Engineers, and Dakota Prairie Grasslands (USFS) areas. The BLM applied surface use stipulations to the parcels to avoid and minimize impacts to resources consistent with management decisions in the applicable Resource Management Plan (RMP). Those stipulations include but are not limited to no surface occupancy in streams, riparian areas, and floodplains, controlled surface use for air, sensitive soils and paleontological resources, timing limitations to minimize impacts to special status species, raptors and waterfowl during critical time periods, and survey and consultation requirements for cultural resources and threatened/endangered species. The BLM prepared an Environmental Assessment to disclose the reasonable foreseeable effects of the First Quarter 2022 lease sale on five resource issues: Air Resources, Big Game (Pronghorn Antelope), Socio-economic Conditions, Greater Sage-Grouse, and Water Resources. The EA also discloses how stipulations avoid/minimize impacts to other resources such as, but not limited to, cultural and paleontological resources, recreation, and special status species. Additionally, in accordance with the August 5, 2020, Montana / Dakotas Instruction Memorandum No. MT-2020-018, the BLM completed a sage-grouse prioritization assessment consistent with 2015 Sage-Grouse Resource Management Plans and Montana District Court Order in Case 4:18-cv-00069-BMM (5/22/2020). Refer to the Lease Sale Prioritization Assessment and IM-MT-2020-018 available on the First Quarter 2022 Lease Sale project page on e-Planning for more information.

Public Involvement Opportunity

The Environmental Assessment and corresponding appendices are posted on the BLM ePlanning website for a 30-day comment period starting on October 29, 2021. Written comments must be postmarked by November 28, 2021, to be considered. Comments should be within the scope of the proposed action, specific to the proposed action, have a direct relationship to the proposed action and include supporting reasons for the BLM to consider. Issues identified from public comment may be used to modify or add project design features, mitigation, or alternatives.

Comments may be submitted using the following methods:

2

Electronic: BLM e-Planning website – <https://eplanning.blm.gov/eplanning-ui/home>

-Use the "Text Search" tab with the below State/Office/Document Type/Fiscal Year -Click Search and select DOI-BLM-MT-0000-2021-0006-EA Montana-Dakotas Oil and Gas Lease Sale from the search result below.

-Click "Documents" on the left hand side of the screen to display documents available for review.

-Click "Comment on Document" on the right hand side of the screen to submit comments.

Mail: Bureau of Land Management
Montana/Dakotas State Office
Branch of Fluid Minerals
Attention: Christine Cimiluca
5001 Southgate Drive
Billings, MT 59101

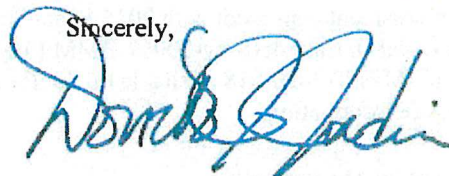
Email: ccimiluc@BLM.gov

Before including your address, phone number, e-mail address, or other personal identifying information in your comment, be advised that your entire comment – including your personal identifying information – may be made publicly available at any time. While you can ask us in your comment to withhold from public review your personal identifying information, we cannot guarantee that we will be able to do so.

Prior to issuance of any leases, the Decision Record and Finding of No Significant Impact (FONSI) will be finalized and posted for public review on our BLM e-Planning website. Please refer to the BLM e-Planning website at <https://eplanning.blm.gov/eplanning-ui/home>. Current and updated information about our EA, Lease Sale Notice, and corresponding information pertaining to this sale can be found at the link referenced above.

If you have any questions or would like more information about lease sale notices or the issuance of the EA, Decision Record and FONSI, please contact Christine Cimiluca, Natural Resource Specialist at (406) 896-5110.

Sincerely,



Donato J Judice
Deputy State Director
Energy, Mineral & Realty
Bureau of Land Management
Interior Regions 5 & 9
Montana-Dakotas State Office