

STATE OF SOUTH DAKOTA
CONSULTANT CONTRACT
FOR PROVISION OF COMMUNITY HEALTH SERVICES
BETWEEN

Fall River County Commission
906 N River Street
Hot Springs, SD 57747
(605) 745-5130
Referred to as "County"

South Dakota Department of Health
Family and Community Health
Child and Family Services
600 East Capitol Avenue
Pierre, SD 57501-2536
Referred to as "State"

The State and the County hereby enter into a contract for providing community health nursing services.

The parties' duties pursuant to this contract shall begin on January 1, 2022, and end December 31, 2022.

I. COUNTY

- A. County is not a full or part-time employee of the State or any agency of the state of South Dakota.
- B. County clerical may use the equipment and supplies owned by the State of South Dakota including computers, system furniture, and other equipment necessary to deliver services.
- C. County agrees to:
 - 1. Provide the following for the community health nurse or nurses:
 - a) Clerical support for the nursing service hours of this contract in addition to WIC Services. Clerical support for WIC related services will be reimbursed at per participant rate based on monthly caseload as specified in a separate WIC Contract.
 - b) Office space sufficient to carry out ordinary day-to-day duties.
 - c) Clerical staff must be competent in utilizing computer equipment including Microsoft Office applications and capable of learning multiple program specific software applications.
 - d) Provide maintenance and upkeep to the Community Health Office.
 - e) Assure county clerical working with Child and Family Services provide documentation of two dose series of MMR for staff born after 1956, or serologic proof of immunity, one-time dose of Tetanus/Diphtheria/Pertussis (Tdap), and annual influenza vaccination. May require other vaccine recommendations in an outbreak when staff member has not been completely immunized or immunization status is unknown.

2. Allow DOH Nurse participation in County Clerical interview process. Our role would be to provide a comprehensive description of the position and respond to any questions about the services that are provided along with day-to-day operations.
3. Pay up to a total of \$6,696.00 for community health nursing services rendered. The County agrees to pay said amount in installments of \$1,674.00 on or before each of the following dates:
 - f) January 15, 2022;
 - g) April 15, 2022;
 - h) July 15, 2022;
 - i) and October 15, 2022.

Each installment is to be sent to the:

South Dakota Department of Health
Office of Child & Family Services
Attn: Leah McQuiston
615 East 4th Street
Pierre, SD 57501

The State will bill the County approximately one month in advance of the installment due date.

D. **INSURANCE:** County agrees, at its sole cost and expense, to maintain the following insurance:

1. Commercial General Liability Insurance:

Consultant shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this contract or be no less than two times the occurrence limit.

2. Worker's Compensation Insurance:

Consultant shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

3. Certificates of Insurance:

Before beginning work under this Contract, Consultant shall furnish State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Consultant agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Consultant shall furnish copies of insurance policies if requested by State.

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

- F. County 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. 25, 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

1. As a Business Associate, Consultant 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:
 - i. to meet its obligations in this and any other agreements with State;
 - ii. as required by applicable law, rule or regulation; and
 - iii. 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 Consultant has received prior written consent from State pursuant to "Other Provisions" section G to whom it provides PHI received from or created by Consultant on behalf of State, agrees to the same restrictions and conditions applicable to Consultant, and agrees to implement reasonable and appropriate safeguards to protect all Electronic Protected Health Information (EPHI). Consultant 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 Consultant 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). Consultant 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. Consultant 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.
2. Notwithstanding the prohibitions set forth in this agreement, Consultant 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 Consultant of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Availability of PHI

Consultant 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 Consultant;
- 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.

II. STATE

- A. Employ nursing staff to provide Public Health services to the County. The State's community health nurse shall provide a minimum of 1248 hours of nursing service to the County. Services will typically be delivered in face to face client interaction but may also include telehealth, virtual visits, and other technology platforms. Clientele can access some services any day of the week through virtual technology which enhances opportunities in part-time offices. The primary focus of the community health nurse is preventive care and health education. Examples of the services that may be provided to the County include:
 1. Pregnancy care education
 2. Infant safe sleep education and equipment to ensure a safe sleep environment
 3. Family Planning program services or referrals
 4. Post-partum services
 5. Developmental screening

6. Immunization Services
7. Health and safety education to individuals and groups
8. Communicable disease prevention and intervention
9. Tuberculosis testing – TB medication management
10. Local Emergency Preparedness
11. Client need coordination and referral
12. Depression Screening Services
13. Nutrition education
14. Collaboration with community partners
15. Oral health screening and education
16. Fluoride varnish application

- B. Provide oversight to assure that professional standards and Program criteria are met. On-site review of records, direct observation of services, review of statistical information and training will be provided to assure quality service.
- C. Provide fiscal and administrative management, including participating in the supervision and evaluation of county staff provided by this agreement, to ensure efficient utilization of the resources of both parties.
- D. All income from patient fees and donations will be deposited in the State's budgetary accounting system.
- E. Provide medical supplies such as vaccines to ensure high rates of immunization coverage are maintained.
- F. Pay for telephone charges, computer network, computer support, office equipment and postage used by Child and Family Services.
- G. Provide county clerical with screening and appropriate immunizations as needed according to Child & Family Services/DOH policy.

III. OTHER PROVISIONS

- A. **CHOICE OF LAW AND FORUM.** The terms and conditions of this contract are subject to and will be construed under the laws of the State of South Dakota. The parties further agree that any dispute arising from the terms and conditions of this contract, which cannot be resolved by mutual agreement, will be tried in the Sixth Judicial Circuit Court, Hughes County, South Dakota.
- B. **INTEGRATION.** This contract is a complete version of the entire agreement between the parties with respect to the subject matter within this contract and supersedes all prior or contemporaneous written or oral understandings, agreements and communications between them with respect to such subject matter. This contract may be modified or amended only by a writing signed by both parties.
- C. **TERMINATION:** This contract may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by State for cause at any time, with or without notice.
- D. **NOTICE:** Any notice or other communication required under this contract shall be in writing and sent to the address set forth above. Notices shall be given by and to the State Contact Person on behalf of State, and by and to the Consultant Contact Person on behalf of Consultant, 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.

- E. **ASSURANCES:** The Consultant agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Byrd Anti Lobbying Amendment (31 USC 1352), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, 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, 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, American Recovery and Reinvestment Act of 2009, and Section 106 (g) of the Trafficking Victims Protection Act of 2002, as amended (22 U.S.C. 7104) as applicable.
- F. **RESTRICTION OF BOYCOTT OF ISRAEL:** Pursuant Executive Order 2020-01, 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.
- G. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** Consultant agrees that neither Consultant, nor any of Consultant's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency. Consultant will provide immediate written notice to the Department of Health, Division of Administration (600 East Capitol Avenue, Pierre, SD 57501 (605) 773-3361), if Consultant, or any of Consultant's principals, becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions involving Federal funding. Consultant further agrees that if this contract involves federal funds or federally mandated compliance, then Consultant is in compliance with all applicable regulations pursuant to Executive Order 12549, including Debarment and Suspension and Participants' Responsibilities, 29 C.F.R. § 98.510 (1990).
- H. **FUNDING TERMINATION:** This contract depends upon the continued availability of appropriated funds and expenditure authority from Congress, the Legislature or the Executive Branch for this purpose. This contract will be terminated for cause by State if Congress, the Legislature or Executive Branch fails to appropriate funds, terminates funding or does not grant expenditure authority. Funding termination is not a default by State nor does it give rise to a claim against State.
- I. **NONASSIGNMENT/SUBCONTRACTING:** Consultant shall not assign this contract, or any portion thereof, without the prior written consent of State. Consultant's assignment or attempted assignment of this contract, or any portion thereof, without State's prior written consent constitutes a material breach of contract. The Consultant may not use subcontractors to perform the services described herein without the express prior written consent of State. Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. Consultant will cause its subcontractors, 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.
- J. **FEDERAL AND STATE LAWS:** Consultant agrees that it will comply with all federal and state laws, rules and regulations as they 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 prohibited by state or federal law.
- K. **OWNERSHIP:** All reports, recommendations, documents, drawings, plans, specifications, technical data and information, copyrights, patents, licenses, or other products produced as a result of the services rendered under this contract, excluding medical records kept in the normal course of Consultant's business, will become the sole property of State. State hereby grants Consultant the unrestricted right to retain copies of and use these materials and the information contained therein in the normal course of Consultant's business for any lawful purpose. Either the originals, or reproducible copies satisfactory to State, of all technical data, evaluations, reports and other work product of Consultant shall be delivered to State upon completion or termination of services under this contract.
- L. **REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE:** Consultant agrees to report promptly to State any event encountered in the course of performance of this contract which results in injury to the person or property of third parties, or which may otherwise subject Consultant or State to liability. Reporting to State under this section does not satisfy Consultant's obligation to report any event to law enforcement or other entities as required by law.
- M. **SEVERABILITY:** In the event that any term or provision of this contract shall violate any applicable law, such provision does not invalidate any other provision hereof.
- N. **AUDIT REQUIREMENTS:**
(EXPENDING \$750,000 OR MORE)
A nonprofit subrecipient, (as well as profit hospitals) (Consultant), expending \$750,000 or more in one year in Federal awards, must have an annual audit made in accordance with 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

All audits must be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, SD 57501-5070. On continuing engagements, the Auditor General's approval should be obtained annually. The auditor must follow the Auditor General's guidelines when conducting the audit. The draft audit report must be submitted to the Auditor General for approval prior to issuing the final report. The auditor must file the requested copies of the final audit report with the Auditor General. Audits shall be completed and filed with granting agencies by the end of the ninth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. If it appears that a required audit cannot be completed by the end of the ninth month following your fiscal year, you must request an extension from the federal agency for which the majority of federal expenditures relates.

Failure to complete audit(s) as required 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 completed satisfactorily.

- O. **FORCE MAJEURE:** Neither Consultant 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.
- P. **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 Consultant.
- Q. **RECORD RETENTION/EXAMINATION:** Consultant agrees to maintain all records that are pertinent to this contract and retain them for a period of three years following final payment against the contract. State agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection, review or audit by State, other personnel duly authorized by State, and federal officials so authorized by law.
- R. **LICENSING AND COMPLIANCE:** The Consultant 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 Consultant 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 Consultant's failure to ensure the safety of all individuals served is assumed entirely by the Consultant.
- S. **CONFIDENTIALITY OF INFORMATION:** For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Consultant by the State. Consultant 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. Consultant 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. Consultant 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. Consultant 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 Consultant; (ii) was known to Consultant 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 Consultant without the benefit or influence of the State's information; (v) becomes known to Consultant 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. Consultant 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 if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the contract except as required by applicable law or as necessary to carry out the terms of the contract or to enforce that party's rights under this contract. Consultant 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 contract 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. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Consultant will be required to undergo investigation.
- T. **CONFLICT OF INTEREST:** Provider agrees to establish safeguards to prohibit employees or other persons from using their positions 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. In the event of a conflict of interest, the Provider expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.
- U. **RECYCLING.** State strongly encourages Consultant to establish a recycling program to help preserve our natural resources and reduce the need for additional landfill space.

The parties signify their agreement by signing below.

_____ Beth Dokken, Director Division of Family & Community Health Department of Health	_____ Date	_____ Chairman, County Commission Joe Falkenburg Email: joefalkenburg@hotmail.com	_____ Date
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_____ Darcy McGuigan, Director Division of Finance Department of Health	_____ Date
--	---------------

State Contact Person: Scott Gregg Phone: (605) 773-2569

County Contact Person: Sue Ganje Phone: (605) 745-5130
Email: sue.ganje@state.sd.us



Auditor Office <aud@frcounty.org>

Fw: VA Historical Building Review Building 1 and 11

3 messages

Ganje, Sue <Sue.Ganje@state.sd.us>
 To: Bobbie Janis <election@frcounty.org>

Mon, Dec 13, 2021 at 2:03 PM

Sue Ganje
 County Auditor
 Fall River/Oglala Lakota County
 605-745-5130

From: bpowers6@goldenwest.net <bpowers6@goldenwest.net>
Sent: Monday, December 13, 2021 1:42 PM
To: 'Ensor, Eugene R.' <Eugene.Ensor@va.gov>; peggy@peggysanders.com <peggy@peggysanders.com>; ortner1942@yahoo.com <ortner1942@yahoo.com>; bobnelson <bobnelson@hs-sd.org>; Ganje, Sue <Sue.Ganje@state.sd.us>; Steve Wynia <s51677w@yahoo.com>
Subject: RE: [EXT] VA Historical Building Review Building 1 and 11

Steve, this should be for you.

Brian

From: Ensor, Eugene R. <Eugene.Ensor@va.gov>
Sent: Monday, December 13, 2021 1:23 PM
To: peggy@peggysanders.com; bpowers6@goldenwest.net; ortner1942@yahoo.com; Bob Nelson <BobNelson@hs-sd.org>; sue.ganje@state.sd.us
Subject: VA Historical Building Review Building 1 and 11

Team,

At the request of the NPS (national parks service) and South Dakota historical groups, they have asked that I contact representatives from the Save the VA effort 10-20 years ago to determine if you/they have concerns with adding onto/near two of our historical building to allow continued use. That said, I have not had the greatest luck contacting these organization with the aged information provided to me. Please forward to relevant parties in an attempt to play nice in the sandbox.

Second, the design has a short fuse and is scheduled to complete by middle of January 2022. Anyone wanting more information please contact me directly.

For your viewing pleasure, attached is a 92% design narrative for the proposed building 1 addon etc. Currently I do not have a narrative for building 11 addon.

This will likely be the last email on this subject and future efforts regarding Hot Springs VA projects that rhyme with changes near historical buildings on campus unless persuaded differently.

Organizations that I have attempted to contact include:

Fall River County Mail - Fw: VA Historical Building Review Building 1 and 11

Fall River County Commissioner Office: Attempting to contact the auditor, Sue Gange (this email)

Gene

PM/COR 1/2

Facilities General Engineer

Black Hills Health Care System, VAMC

500 North 5th Street

Hot Springs, SD 57747

 605.745.2000 x 2-2541

605.646.3007

Eugene.Ensor@VA.Gov



Mon, Dec 13, 2021 at 3:10 PM

County Auditor

Fall River/Oglala Lakota County

605-745-5130

From: Ensor, Eugene R. <Eugene.Ensor@va.gov>

Sent: Monday, December 13, 2021 1:22 PM

To: peggy@peggysanders.com <peggy@peggysanders.com>; bpowers6@goldenwest.net <bpowers6@goldenwest.net>; ortner1942@yahoo.com <ortner1942@yahoo.com>; bobnelson@hs-sd.org <bobnelson@hs-sd.org>; Ganje, Sue <Sue.Ganje@state.sd.us>

Subject: [EXT] VA Historical Building Review Building 1 and 11

[Quoted text hidden]

8 attachments

Contacts.jpg
146K

Building 11 side.jpg
2543K



Building 11 Front.jpg
3122K



GoogleEarth Building 11.jpg
450K



GoogleEarth Building 1.jpg
660K



568A4-21-702 Hot Springs VA EHRM Building 1 Historic Preservation 92 percent.pdf
1480K



Hot_Springs_Campus_2016.pdf
163K



BUILDING 11.pdf
410K

Bobbie Janis <election@frcounty.org>
To: Aaron Eberle <auditor.assistant@frcounty.org>

Mon, Dec 13, 2021 at 3:16 PM

Please put one of these and copies of attachments in each commissioner packet

Bobbie J Janis

Elections Administrative Assistant

FALL RIVER & OGLALA LAKOTA COUNTIES

906 N River Street

Hot Springs, SD 57747

(605) 745-5130

[Quoted text hidden]

8 attachments

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GoogleEarth Building 1.jpg
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568A4-21-702 Hot Springs VA EHRM Building 1 Historic Preservation 92 percent.pdf
1480K



Hot_Springs_Campus_2016.pdf
163K

12/13/21, 3:17 PM

Fall River County Mail - Fw: VA Historical Building Review Building 1 and 11



BUILDING 11.pdf
410K

[EXT] VA Historical Building Review Building 1 and 11

Ensor, Eugene R. <Eugene.Ensor@va.gov>

Mon 12/13/2021 1:23 PM

To: peggy@peggysanders.com <peggy@peggysanders.com>; bpowers6@goldenwest.net <bpowers6@goldenwest.net>; ortner1942@yahoo.com <ortner1942@yahoo.com>; bobnelson <bobnelson@hs-sd.org>; Ganje, Sue <Sue.Ganje@state.sd.us>

📎 8 attachments (10 MB)

568A4-21-702 Hot Springs VA EHRM Building 1 Historic Preservation 92 percent.pdf; Hot_Springs_Campus_2016.pdf; BUILDING 11.pdf; Contacts.jpg; Buildling 11 side.jpg; Building 11 Front.jpg; GoogleEarth Building 11.jpg; GoogleEarth Building 1.jpg;

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This will likely be the last email on this subject and future efforts regarding Hot Springs VA projects that rhyme with changes near historical buildings on campus unless persuaded differently.

Organizations that I have attempted to contact include:

Fall River County Historical Society/Pioneer Historical Museum: Currently closed per phone message.

Fall River County Commissioner Office: Attempting to contact the auditor, Sue Gange (this email)

Thanks!

Gene

Gene R. Ensor

PM/COR 1/2

Facilities General Engineer

[Black Hills Health Care System, VAMC](#)

500 North 5th Street

Hot Springs, SD 57747

📞 605.745.2000 x 2-2541

📠 605.646.3007

Eugene.Ensor@VA.Gov

VA



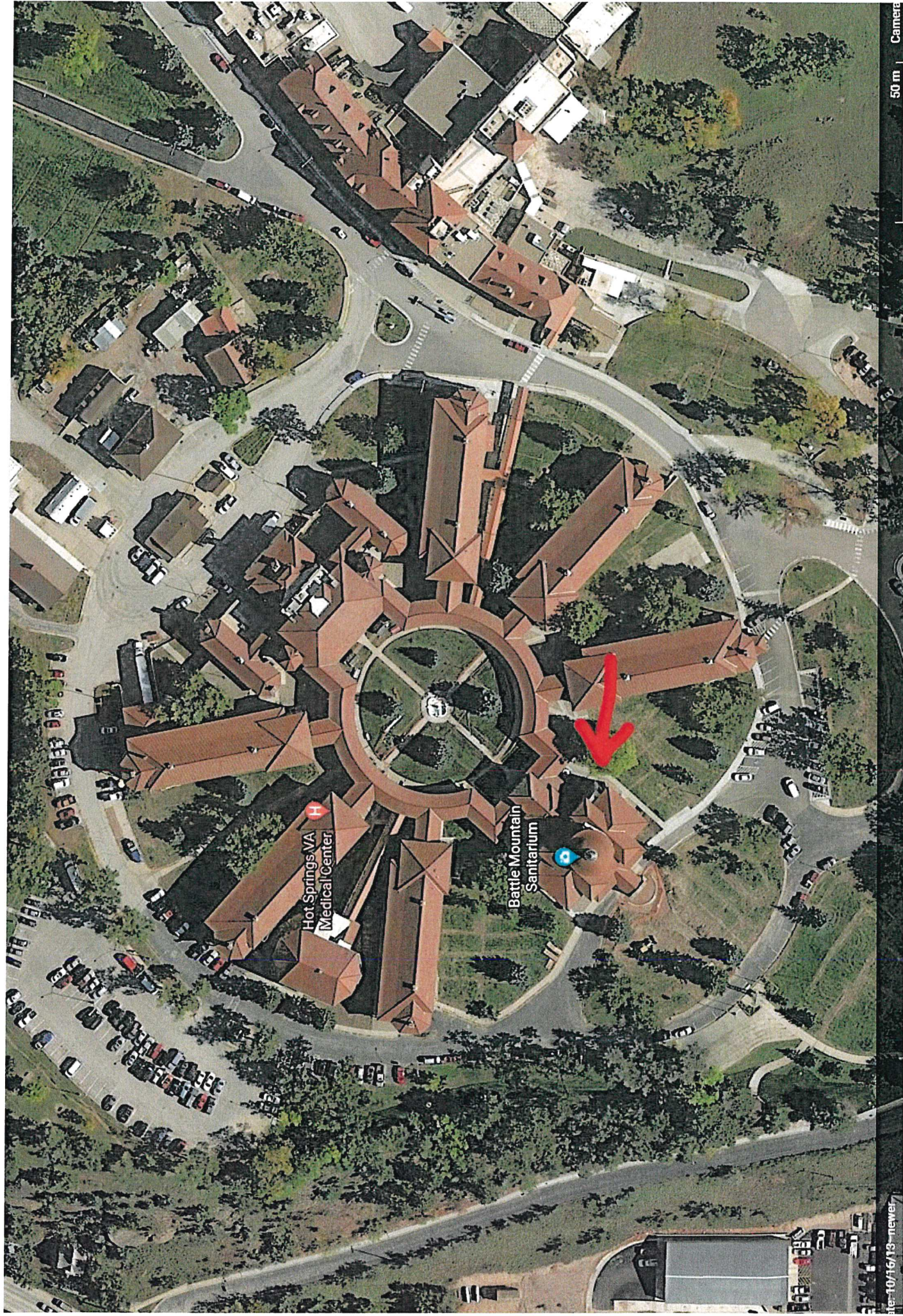
U.S. Department
of Veterans Affairs

Reconfiguration of Black Hills Health Care System								
National Historic Preservation Act, Section 106 Consulting Party Contact Information *								
<u>Organization</u>	<u>Representative</u>	<u>Title</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>	<u>Email</u>
Advisory Council for Historic Preservation	Chris Daniel	Veterans Affairs Liaison	401 F Street, Suite 308	Washington	DC	20001-2637	(202) 517-0223	cdaniel@achp.gov
City of Hot Springs	Cindy Donnell	Mayor	303 North River Street	Hot Springs	SD	57747	(605)745-3135	cdonnell@hs-sd.org
Department of the Interior, National Park Service	Dena Sanford	Architectural Historian	Midwest Regional Office, Agate Fossil Beds NM, 301 River Road	Harrison	NE	69346	(308)436-9797	dena_sanford@nps.gov
Fall River County Historical Society/Pioneer Historical Museum	Carol Sides Peggy Sanders	President Board Member	PO Box 361 14331 East Oral Road	Hot Springs Oral	SD	57747 57766	(605) 424-6515 (605) 424-2795	peggy@peggy-sanders.com
Fall River County Commissioner Office	Mike Ortnier	Chairman	PO Box 629	Hot Springs	SD	57747	(605) 745-6415	ortner1942@yahoo.com
Hot Springs CLG - Historic Preservation Commission	Brian Powers	Chairperson	345 North River Street	Hot Springs	SD	57747	(605)745-5330	bpowers6@goldenwest.net











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A&E Design
222 North Higgins Avenue
Missoula, MT 59802

23 November 2021

compliance report.

Battle Mountain Sanitarium, National Home for Disabled Volunteer Soldiers
Department of Veterans Affairs Black Hills Medical and Health Care Center
U.S. Department of Veteran Affairs
VA Black Hills Health Care System
Hot Springs VA Medical Center
Electronic Health Records Modernization (EHRM) Project
EHRM Infrastructure Upgrades
VA Project # 568A4-21-702
Hot Springs Campus, Hot Springs, South Dakota

A&E Project # 21089

context.

The Battle Mountain Sanitarium was a division of the National Home for Disabled Volunteer Soldiers (NHDVS) and is located in Hot Springs, South Dakota; the facility began operations in 1907. The extant buildings and construction types are particularly unique to the Hot Springs area in both material and material color and reflect a distinctive architectural style. The Veterans Affairs Hot Springs Medical Center Campus, Battle Mountain Sanitarium, is one of only a few of its kind in the United States that retains sufficient architectural integrity to receive the National Historic Landmark designation status.

The original buildings at Battle Mountain Sanitarium were designed by Omaha architect Thomas Rogers Kimball. Kimball's buildings, built from locally quarried Fall River County pink sandstone, reflect a Mission-inspired style that includes elements commonly associated with Richardsonian Romanesque styles, both of which were popular architectural styles at the turn of the twentieth century. Mission style features include smooth wall surfaces, shaped parapets, arched entry and window openings, and low, broad roofs covered in clay tiles. Elements of the Richardsonian Romanesque style include rough-hewn wall surfaces, massive walls, bands of deeply recessed windows, arched windows, open arcades, and entrances.

administration building (building 1).

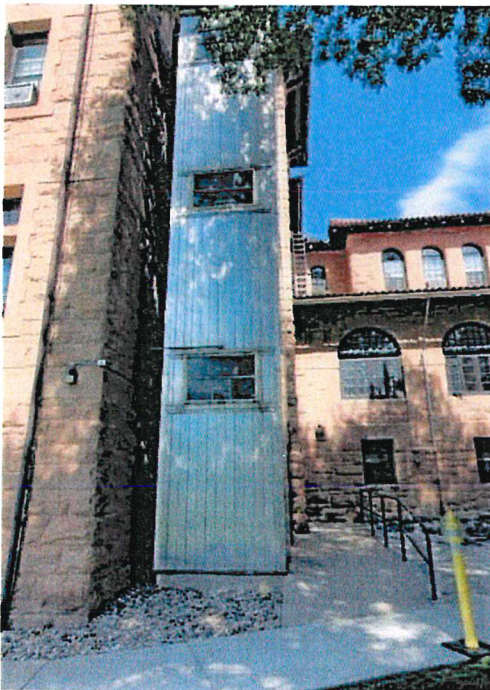
This building is the focal point of Kimball's hospital design vision and historic resources that comprise the inner courtyard of Battle Mountain Sanitarium and National Historic Landmark District. The main



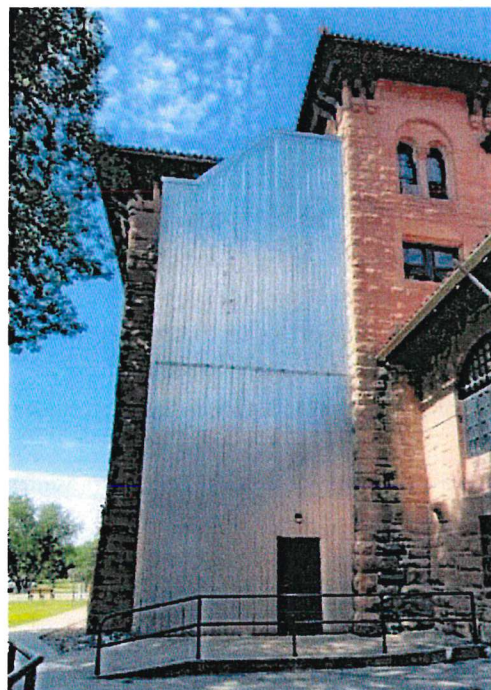
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elevation faces southwest toward the town of Hot Springs and exhibits, like all elevations of the building, rough-hewn sandstone laid in random patterns. It is three stories with a daylight basement, truncated hipped roof, and hipped roof wings to the northwest and southeast. The roof is finished with clay tile and large overhanging eaves are supported by decorative brackets. Windows are non-historic aluminum clad double-hung units set within non-historic trimmed and deeply recessed openings. A continuous smooth sandstone string course occurs at the head of each window story and midway at the uppermost window level; the uppermost windows exhibit semicircular arches.

The Administration Building is a contributing resource, exhibits a high degree of architectural integrity, and is the flagship example of Kimball's Mission-inspired, Richardsonian Romanesque style campus design. At some point in the building's history, a metal panel clad egress stair addition was added to the southeast corner of the building. The scope of this project includes the removal of this addition to be replaced with a new code complaint fire egress stair, now enlarged to accommodate internet technology space that, if otherwise incorporated to the interior of the historic Administration Building, would impact original building fabric and elements.



EF.1 Existing metal clad stair enclosure



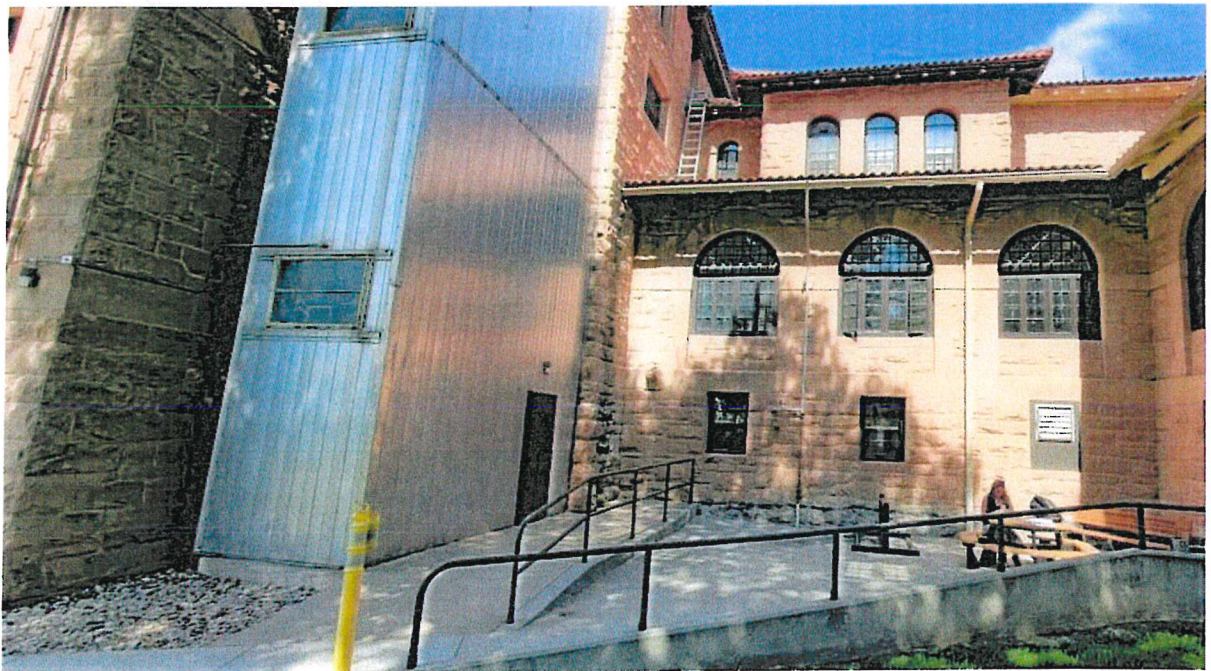
EF.2 Existing metal clad stair enclosure



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EF.3 View looking north to southeast elevation

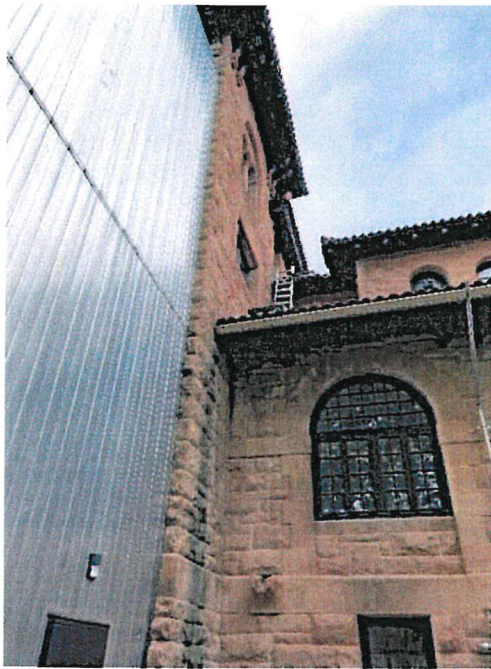


EF.4 Extant stair enclosure and handicap ramp

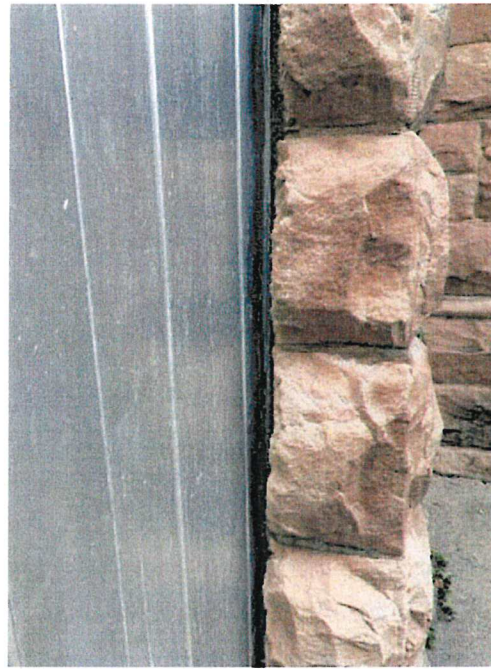


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At the time of its construction, the extant metal clad stair enclosure cut into the vertical face of rough-hewn stone to create an even surface to join the then new addition to the historic resource. The new stair tower addition reuses that same vertical line cut into rough-hewn stone, without change.



EF.5 Image of existing addition to stone



EF.6 Extant vertical cut line in existing stone

work description.

Reference attached EHRM Infrastructure Upgrades for further delineation of elements discussed below.

Modifications related to the southeast portion of Building 1, the Administration Building, and site include:

1. Removal of an existing metal clad wood framed egress stair tower enclosure.
2. Removal of existing interior egress stairs extending from basement to third floor.
3. Removal of concrete footings, foundations, and slab on grade concrete.
4. Excavation for installation of new footings, foundations, and slab on grade concrete.
5. Construction of a new egress stair and enclosure from basement to third floor as indicated including:
 - a. Punched and deeply recessed aluminum storefront insulating glass glazed window openings.
 - b. Vertical cut line connection between historic and new construction reusing existing touchpoint.



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- c. Roof and parapet modulation to separate the new stair tower addition from the existing building and exiting overhanging eaves and decorative brackets.
- d. Parapeted flat roof with an internal drainage system.
- e. Interior steel egress stair, treads, and handrails and Telecom Room.

compliance justification.

The project, an addition to Building 1, the Administration Building, justification is pursuant to *The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*.

The Standards (Department of Interior regulations, 36 CFR 67) pertain to historic buildings of all materials, construction types, sizes, and occupancy, and encompass the exterior and interior, landscape and site, as well as new construction. The Standards are applied to the new addition of Building 1, the Administration Building, in a reasonable manner, taking into consideration economic and technical feasibility.

The following addresses each Standard specifically:

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

The property shall continue to be used for its historic purpose.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

The project will have no impact on the historic character of the property and results in no removal of historic materials or alteration of features and spaces that characterize the historic resource.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

The design of the new addition takes advantage of being of this time, place, and use. The function of the new addition provides code compliant egress required from Building 1. Demands for IT infrastructure and related equipment space accommodated within the addition prevent the intrusion to accommodate those same needs within interior historic fabric of Building 1.

The design and vertical plane of the new addition intentionally recesses from and dominates elevation of Building 1. The articulated form of the new addition includes a deep recess and



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shadow separating it from broad roofs overhangs and brackets thereby leaving the historic property unimpaired. The new addition is subordinate to the historic resource

The exterior of the new addition uses modern materials and state of the art construction practices. Aluminum storefront glazed windows, paired similar to extant windows and of material and finish matching extant, non-historic aluminum clad windows of Building 1, are reinterpreted in a modern way. Exterior finishes of the new addition recall patterning, change of material texture, and ashlar design of the historic resource without literal interpretation or creating a false sense of history. The new addition does not include conjectural features or embellishments. Horizontal banding, the continuous smooth sandstone string course, that occurs as a strong feature of the historic resource, carry through in material design of the new addition strengthening the linear association between the historic property and new addition.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

There is no evidence to suggest an argument be made that the extant metal clad addition gained historic significance.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

The scope of the project makes no change to distinctive features, finishes, and construction techniques of the exterior or interior of Building 1.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

The scope of the project makes no change to or replacement of missing exterior or interior historic features of Building 1.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

No chemical or physical treatments are undertaken in the scope of this project.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.



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No archeological resources are anticipated to be affected by the scope of the project. If such resources are discovered, mitigation measures shall be coordinated with the Owner.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

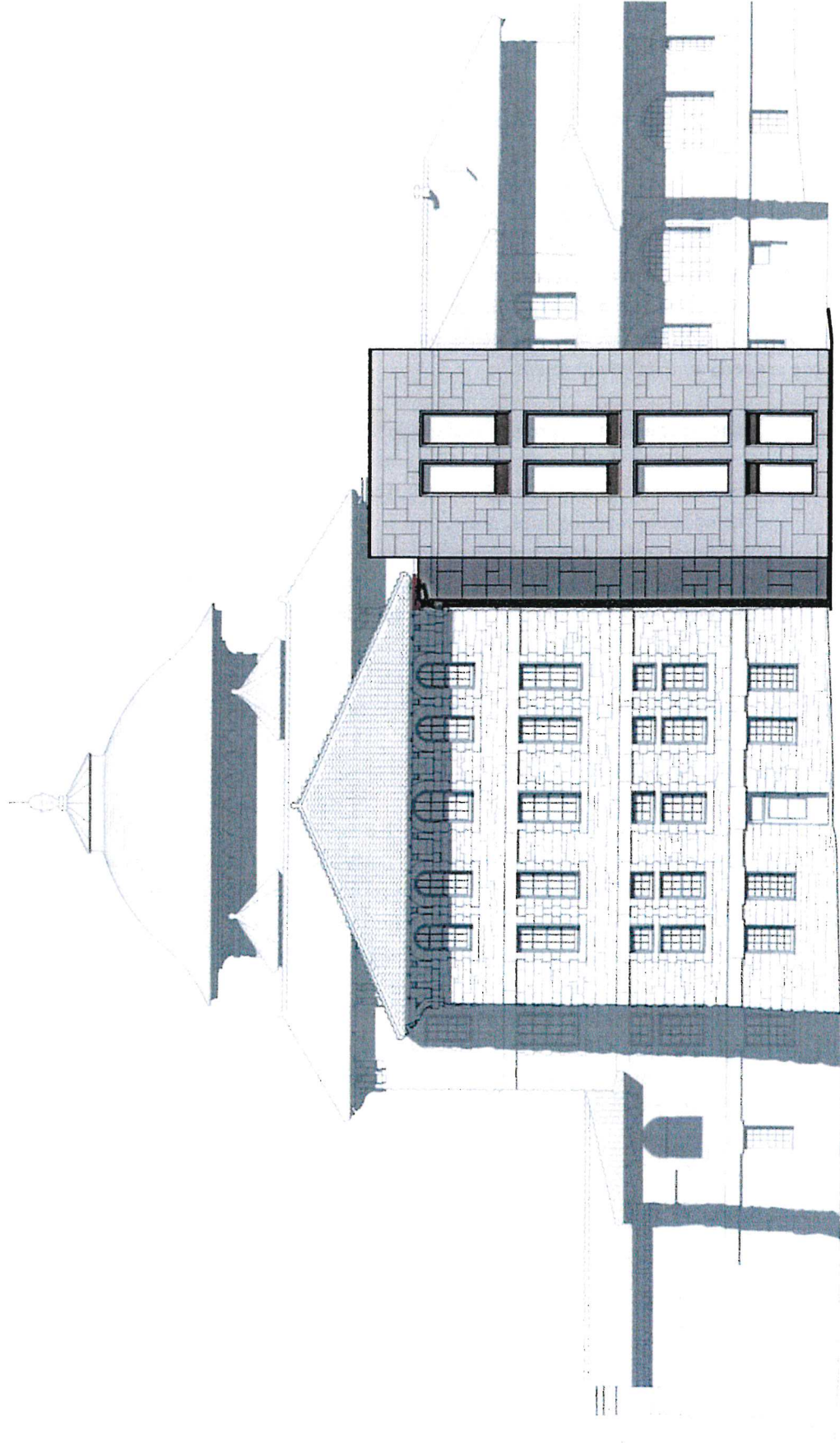
The scope of this project makes no alteration to or affects no historic materials that characterize the property. To differentiate from Building 1 and protect the historic integrity of the property and its environment, the new addition uses modern material to reinterpret compatible massing, size, scale, and architectural features including window form, rhythm, and patterning, deeply recessed windows openings, continuous smooth string coursing, and rough-hewn sandstone laid in random patterning in a way that relates directly to Building 1. Exterior envelope finishes of the new addition recall patterning, change of texture, and materiality of the historic building without literal interpretation.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

The new addition is undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired. Past physical alterations to Building 1 are reused in the new addition including figure EF.5, the extant vertical cut line in existing stone. The new addition makes no alteration to or affects no removal or destruction of historic materials, details, elements, or features.

Architectural elevations and renderings of the proposed solution follows immediately after this page.

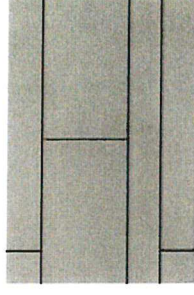
Overall South East Elevation



Rendered View & Materials



(E) PINK SANDSTONE



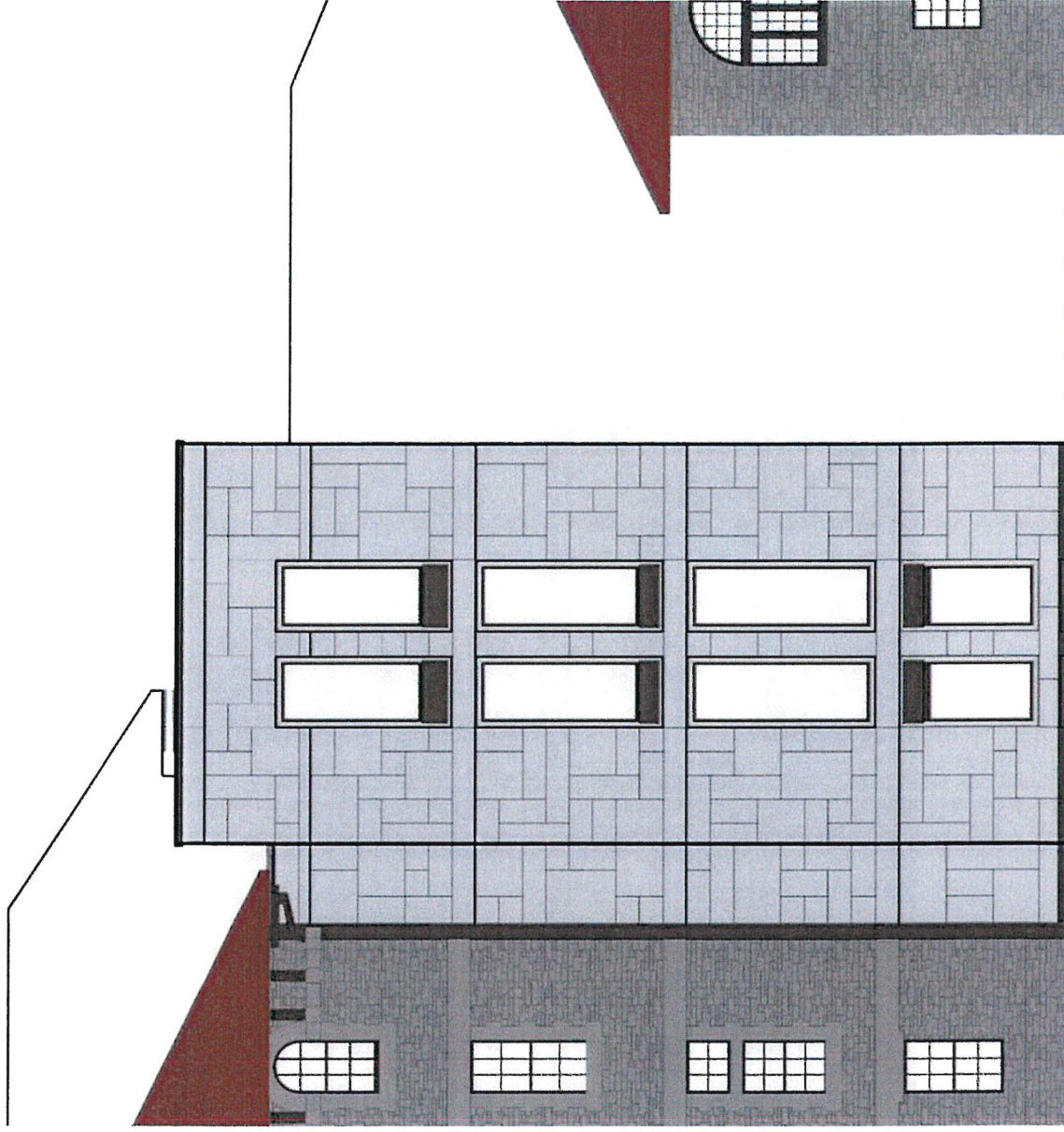
EQUITONE [lunara] TE10



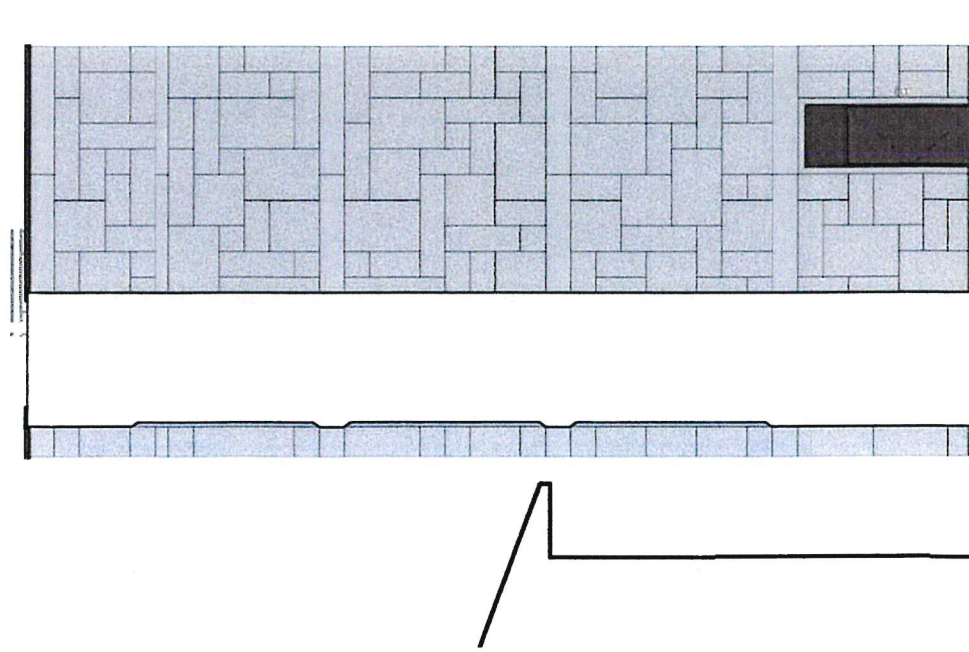
EQUITONE [tectiva] TE10



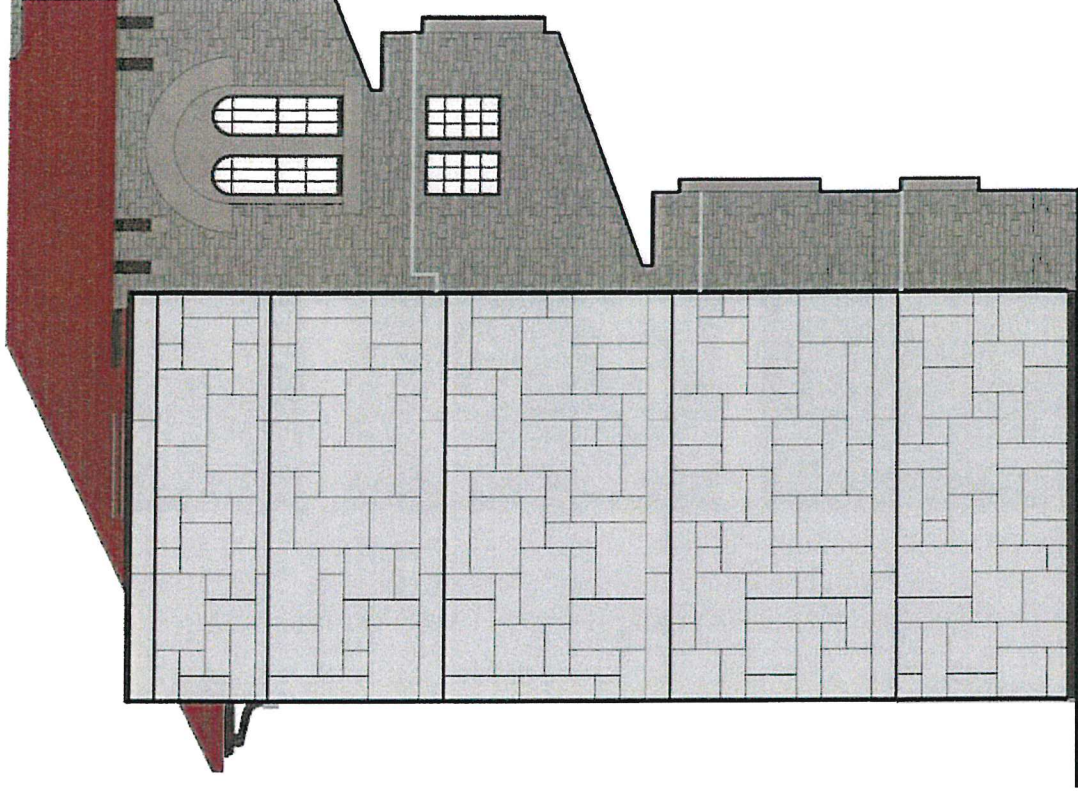
DARK BRONZE ANODIZED



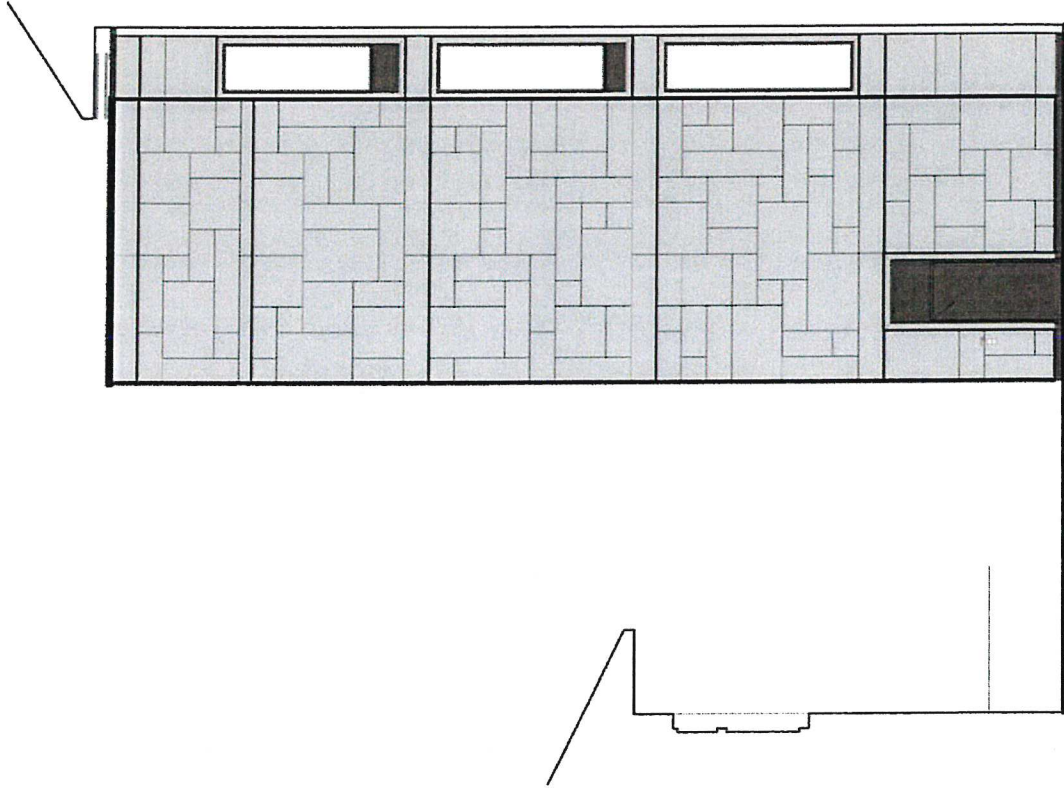
SOUTH EAST ELEVATION



SOUTH WEST ELEVATION

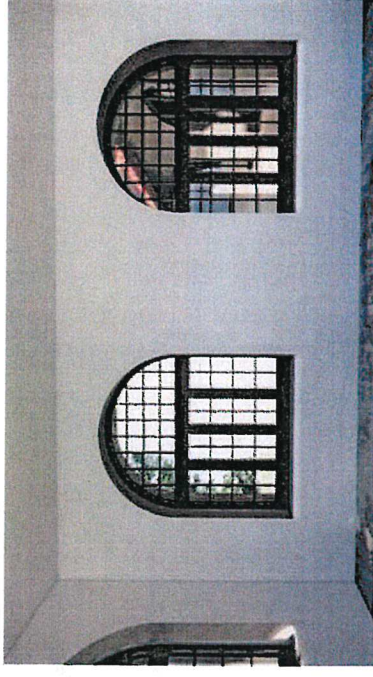
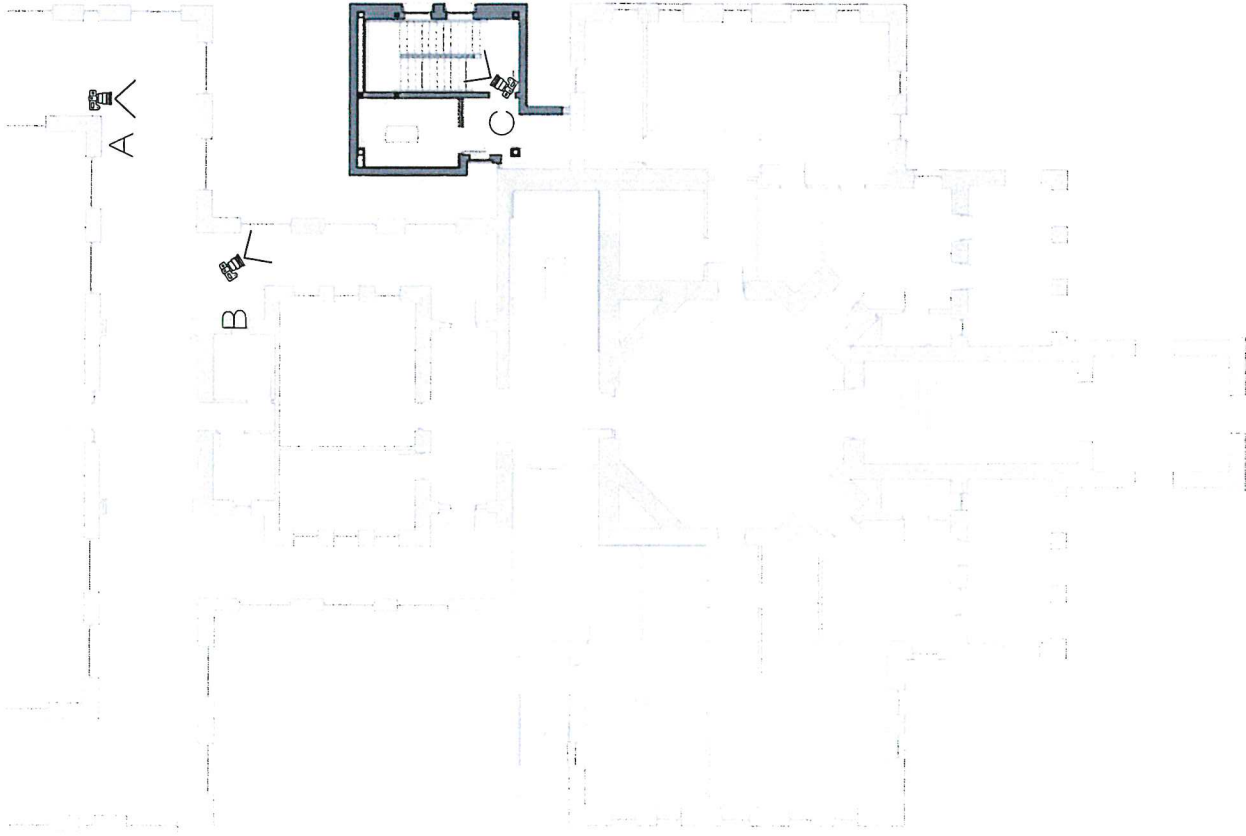


NORTH EAST ELEVATION



NORTH WEST ELEVATION

Interior Perspectives



A



B



C

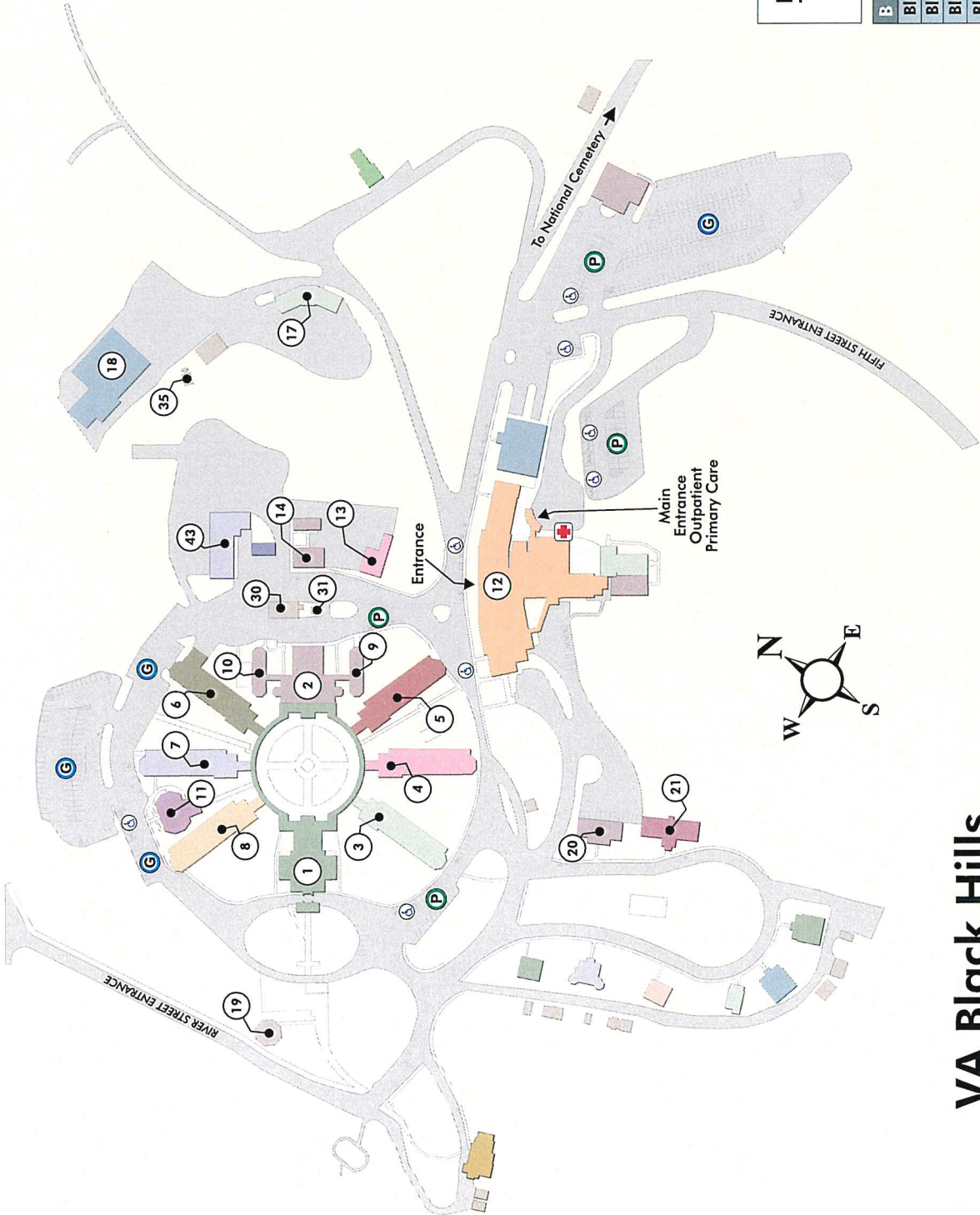
500 North 5th Street
 Hot Spring, SD 57747
 Ph: (605)745.2000
 (800) 764.5370
www.blackhills.va.gov
 Created: 01/26/16

LEGEND

= Patient Parking
 = Handicap Parking
 = General Parking
 = Emergency Room

Patriot Café/Canteen Hours:
 7:30AM - 2:30PM
 Monday - Friday

BUILDING LEGEND	
Bldg. 1	DOM Clinic & HRM.
Bldgs. 2 - 8	Quarters, Domiciliary
Bldg. 3	Volunteer Services
Bldg. 5	Canteen / Retail Store
Bldg. 6	Warehouse / Receiving
Bldg. 10	Chapel
Bldg. 11	Call Center /Auditorium
Bldg. 12	Main Hospital
Bldg. 14	Facility Management Service
Bldg. 20	Daycare
Bldgs. 21	Student Quarters
Bldgs. 29	TR House

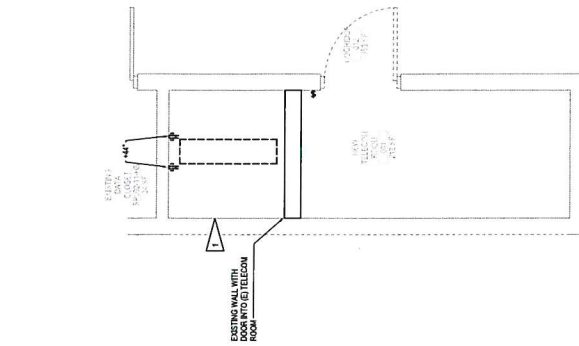


VA Black Hills
 Health Care System

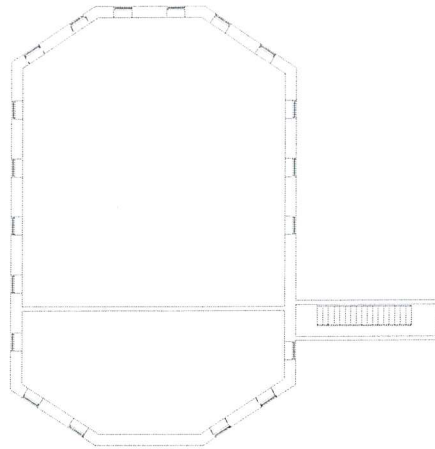
Hot Springs, SD
 Campus Map

2 ELECTRICAL DEMOLITION PLAN - BLDG 11 FIRST FLOOR
1/8" = 1'-0"

3 ELECTRICAL DEMOLITION PLAN - BLDG 11 SECOND FLOOR
1/8" = 1'-0"



4 ENLARGED ROOM - 01/02 ELECTRICAL DEMOLITION
1/2" = 1'-0"

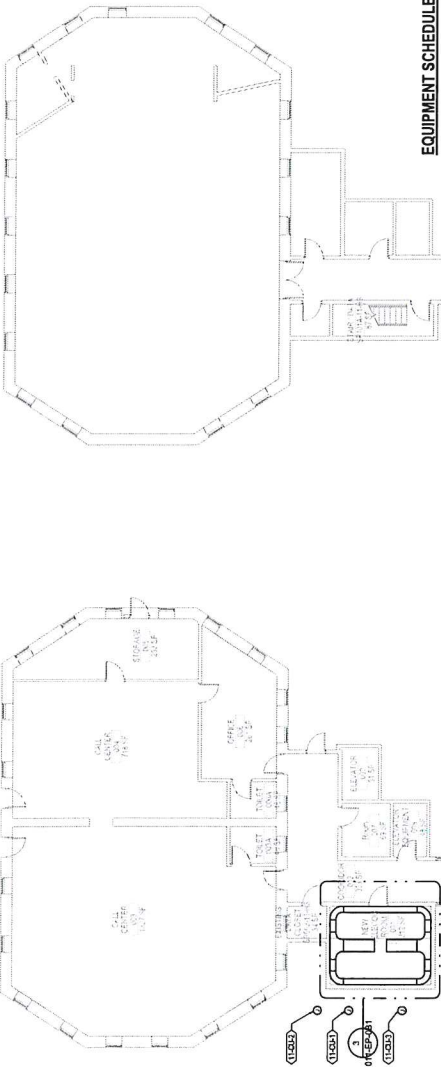


3 ELECTRICAL DEMOLITION PLAN - BLDG 11 SECOND FLOOR
1/8" = 1'-0"

- A. THE INFORMATION SHOWN ON THE DRAWING IS TAKEN FROM AS-BUILT DRAWINGS AND A INDICATES THE TRAIL THROUGHOUT THE FACILITY. THERE IS NO WARRANTY OR GUARANTEE AS TO THE ACCURACY OF THE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL ITEMS SCHEDULED FOR REMOVAL PRIOR TO START OF WORK.
- B. THE OWNER SHALL HAVE FIRST RIGHT OF REFUSAL ON ALL REMOVABLE ITEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ITEMS TO A WAREHOUSE AS DIRECTED BY THE OWNER. THE CONTRACTOR SHALL DEPOSE OF, OFF SITE, ALL UNWANTED MATERIALS.
- C. DASHED OR DOTTED LINES INDICATE ITEMS TO BE REMOVED. SOLID LINES INDICATE EXISTING ITEMS TO REMAIN.
- D. LIGHTING AND RECEPTACLES SHALL REMAIN IN EXISTING TELECOM ROOMS FOR OTHER USES.

1. EXISTING TELECOM SPACE. NO DEMOLITION UNLESS OTHERWISE NOTED.

CONSULTANT		ARCHITECT/ENGINEER OF RECORD		STAMP		DRAWING TITLE		PROJECT TITLE		PROJECT NUMBER	
ARCHITECT JAE DESIGN 1106 1106 11TH STREET, NW BIRMINGHAM, AL 35203 205-263-2613 T. MARCELLO PERROTTI, AIA		A/E City of Oregon 1000 MARKET ST, Suite 200 SEASIDE, CA 94133 P: 360-211-1512X ADAM GOODIN, PE		OFFICE OF CONSTRUCTION AND FACILITIES MANAGEMENT APPROVED: Project Director		ELECTRICAL DEMOLITION PLAN - BLDG 11		95% DOCUMENTS		FIRM INFRASTRUCTURE UPGRADES 11	
Date:		Date:		VA U.S. Department of Veterans Affairs		LOCATION HOT SPRINGS, SOUTH DAKOTA		ISSUE DATE 04-1-2011		CHECKED BY JAM	
Date:		Date:		FULLY SPRINKLERED		FLS		DRAWING NUMBER 011-ED-0B1		011-ED-0B1	



GENERAL NOTES:

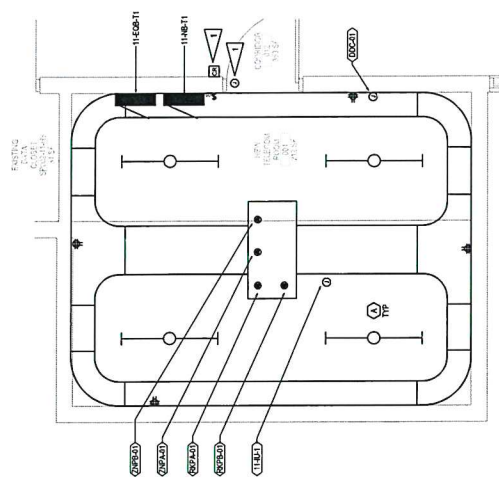
- SEE EQUIPMENT SCHEDULE ON THIS SHEET FOR POWER REQUIREMENTS.
- COORDINATE WITH MECHANICAL DRAWINGS FOR EQUIPMENT LOCATIONS AND CONDUIT ROUTING PRIOR TO INSTALLATION.
- COORDINATE WITH MECHANICAL DRAWINGS FOR EQUIPMENT LOCATIONS AND CONDUIT ROUTING PRIOR TO INSTALLATION.

SHEET NOTES:

- SEE EQUIPMENT SCHEDULE ON THIS SHEET FOR POWER REQUIREMENTS. COMPONENTS SEE EX-10 FOR TYPICAL CONNECTIONS.

EQUIPMENT SCHEDULE - BUILDING 11

ID TAG	EQUIPMENT DESCRIPTION	HP	AMP	WATT	VOLT	PHASE	DISCONNECT / CONTROLLER	PANEL / CIRCUIT	CONDUIT / CONDUCTOR SIZE	NOTES
11-001	4000W UNIT	-	-	-	-	-	-	-	9.5% 4/0 AL 100' 0"	SEE EQUIPMENT SCHEDULE FOR CONNECTIONS
11-002	4000W UNIT	-	-	-	-	-	-	-	9.5% 4/0 AL 100' 0"	SEE EQUIPMENT SCHEDULE FOR CONNECTIONS
11-003	4000W UNIT	-	-	-	-	-	-	-	9.5% 4/0 AL 100' 0"	SEE EQUIPMENT SCHEDULE FOR CONNECTIONS
11-004	4000W UNIT	-	-	-	-	-	-	-	9.5% 4/0 AL 100' 0"	SEE EQUIPMENT SCHEDULE FOR CONNECTIONS
11-005	4000W UNIT	-	-	-	-	-	-	-	9.5% 4/0 AL 100' 0"	SEE EQUIPMENT SCHEDULE FOR CONNECTIONS
11-006	4000W UNIT	-	-	-	-	-	-	-	9.5% 4/0 AL 100' 0"	SEE EQUIPMENT SCHEDULE FOR CONNECTIONS
11-007	4000W UNIT	-	-	-	-	-	-	-	9.5% 4/0 AL 100' 0"	SEE EQUIPMENT SCHEDULE FOR CONNECTIONS
11-008	4000W UNIT	-	-	-	-	-	-	-	9.5% 4/0 AL 100' 0"	SEE EQUIPMENT SCHEDULE FOR CONNECTIONS
11-009	4000W UNIT	-	-	-	-	-	-	-	9.5% 4/0 AL 100' 0"	SEE EQUIPMENT SCHEDULE FOR CONNECTIONS
11-010	4000W UNIT	-	-	-	-	-	-	-	9.5% 4/0 AL 100' 0"	SEE EQUIPMENT SCHEDULE FOR CONNECTIONS



3 ENLARGED ROOM - 01 ELECTRICAL REMODEL
1/2" = 1'-0"

2 ELECTRICAL REMODEL PLAN - BLDG 11 FIRST FLOOR
1/8" = 1'-0"

1 ELECTRICAL REMODEL PLAN - BLDG 11 BASEMENT
1/8" = 1'-0"

CONSULTANT ARCHITECT ALE DESIGN 101 NORTH 20TH STREET, #100 DENVER, COLORADO 80202 303.733.1233 T. MARCELLO PERAZZINI, AIA		ARCHITECT/ENGINEER OF RECORD ALE 101 NORTH 20TH STREET, #100 DENVER, COLORADO 80202 P-3831151233 ADAM GOODIN, PE		STAMP OFFICE OF CONSTRUCTION AND FACILITIES MANAGEMENT VA U.S. Department of Veterans Affairs		PROJECT TITLE ELECTRICAL REMODEL PLAN - BLDG 11 APPROVED: Project Director		95% DOCUMENTS FULLY SPRINKLERED		PROJECT TITLE EHRM INFRASTRUCTURE UPGRADES LOCATION HOT SPRINGS, SOUTH DAKOTA FORECAST BY / DRAWN BY JAM / CSE		PROJECT NUMBER BUILDING NUMBER 11 DRAWING NUMBER 011-EP-0B1	
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1. EXISTING TELECOM SPACE. DEMOLISH NETWORK PATCH PANELS, RACKS, AND FIBER HOUSING. LEAVE OTHER SYSTEMS (DOC. ACCESS CONTROL, ETC) UNLESS OTHERWISE NOTED.
2. TYPICAL TELECOM OUTLET WITH VOICE AND DATA CABLING.
 1. SALVAGE WAYS FOR REINSTALLATION AFTER NEW CABLING. DEMOLISH TELECOM CABLING TO RACK.

A. THE INFORMATION SHOWN ON THIS DRAWING IS TAKEN FROM AS-BUILT DRAWINGS AND A NON-DESTRUCTIVE WALK THROUGH OF THE FACILITY. THERE IS NO WARRANTY OR GUARANTEE AS TO THE ACCURACY OF THE INFORMATION SHOWN HEREIN. THE CONTRACTOR SHALL WELD VERIFY ALL ITEMS SO SCHEDULED FOR DEMOLITION PRIOR TO START OF WORK.

B. THE OWNER SHALL HAVE FIRST RIGHT OF REFUSAL ON ALL SALVAGEABLE MATERIALS. THE CONTRACTOR SHALL DELIVER SALVAGED MATERIALS TO A WAREHOUSE AS DIRECTED BY THE OWNER. THE CONTRACTOR SHALL DISPOSE OF, OFF SITE, ALL UNWANTED MATERIALS.

Diagram of the Easting Hall layout. The hall is rectangular with a total width of 21.5' and a total length of 30.0'. The layout includes:

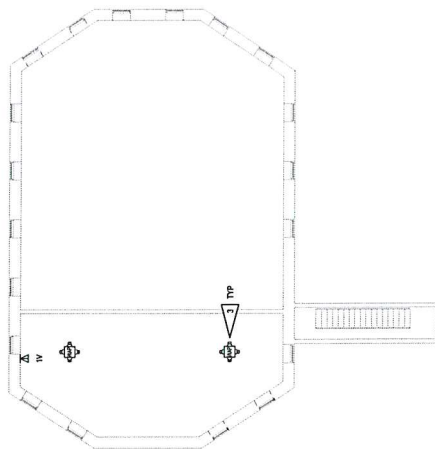
- Entrance:** Located at the bottom center, with a width of 10.0'.
- East Wing:** A long rectangular area on the right side, measuring 11.0' in width and 29.0' in length. It contains a row of 10 circular tables, each 3.0' in diameter.
- West Wing:** A long rectangular area on the left side, measuring 10.5' in width and 29.0' in length.
- Central Corridor:** A narrow corridor between the East and West Wings, measuring 0.5' in width and 29.0' in length.
- Restrooms:** Located at the top center, measuring 3.0' in width and 4.0' in length.
- Storage Room:** Located at the top left, measuring 3.0' in width and 4.0' in length.
- Exit:** Located at the top right, measuring 3.0' in width and 4.0' in length.

Dimensions are provided for each section: 10.0' (Entrance), 11.0' (East Wing), 10.5' (West Wing), 0.5' (Central Corridor), 3.0' (Restrooms), 3.0' (Storage Room), and 3.0' (Exit). The overall dimensions are 21.5' (Total Width) and 30.0' (Total Length).

EXISTING TELECOM ROOM SCHEDULE		
ITEM	DESCRIPTION	NOTE
1	24 PORT PATCH PANEL	1
2	24 PORT COFFER PATCH PANEL	1
3	48 PORT COFFER PATCH PANEL	1
4	24 PORT COFFER PATCH PANEL	1
5	NETWORK SWITCH	3
6	JONSSON CONTROL PATCH PANEL	2
7	CHECK POINT TEMPERATURE SENSOR	3
8	CHECK POINT REPEATER	3
9	MULTIMODE FIBER HOUSING	1
10	BLOW IN FIBER HOUSING	2
11	TELEPHONE PUNCH-DOWN BLOCK	4

1. DEMOLISH EQUIPMENT AND ALL CABLING
2. EQUIPMENT TO REMAIN
3. EQUIPMENT TO BE SALVAGED/REMOVED BY VA
4. EQUIPMENT TO BE DEMOLISHED IF ALL FIELD CABLING IS REMOVED, OTHERWISE TO REMAIN.

ENLARGED ROOM - 01/02 TELECOM DEMOLITION



TELECOM 100

TELECOM 1-800-

TELECOM 100 = 100%

		Date:

CONSULTANT
ARCHITECT
SCALE DESIGN
1124 NORTH 23TH STREET, #100
BELLINGHAM, MONTANA 59101
406.249.2633
J. MARCELLO FERROTTI, AIA

ARCHITECT/ENGINEER OF RECORD

A.E.
STATE of Oregon
1541 McNeil St. Suite 200
Portland, WA 97217
P: 360.915.5128
DAN GOODIN, PE

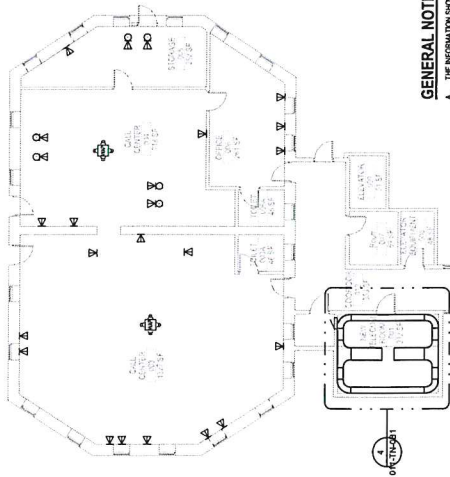
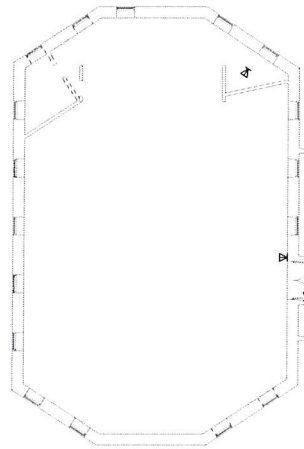
STAMP	
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**OFFICE OF
CONSTRUCTION
AND FACILITIES
MANAGEMENT**

DRAWING TITLE
TELECOM DEMO
BLDG 11
APPROVED: Project Director

PHASE	95% DOCUMENTS
FILE	FULLY SPRINKLERED

PROJECT TITLE EHRM INFRASTRUCTURE UPGRADES		PROJECT NUMBER
		BUILDING NUMBER 11
LOCATION HOT SPRINGS, SOUTH DAKOTA	DRAWING NUMBER	
ISSUE DATE	CHECKED BY	DRAWN BY
		011-TD-081



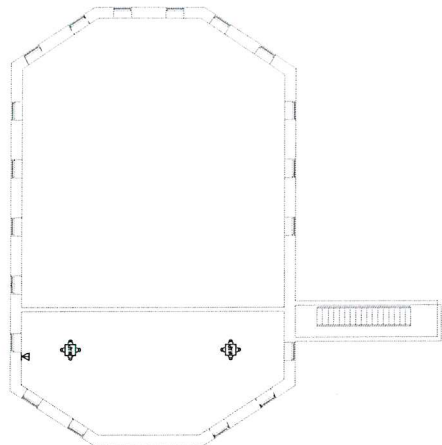
GENERAL NOTES:

1. THE INFORMATION SHOWN ON THIS DRAWING IS TAKEN FROM AS-BUILT DRAWINGS AND A NON-DESTRUCTIVE WALL THROUGHT OF THE FACILITY. INFORMATION SHOWN HEREIN, THE CONTRACTOR SHALL FIELD VERIFY ALL ITEMS SCHEDULED FOR DEMOLITION PRIOR TO START OF WORK.
2. THE OWNER SHALL HAVE FIRST RIGHT OF REFUSAL SHALL SALVAGEABLE A WAREHOUSE AS DIRECTED BY THE OWNER. THE CONTRACTOR SHALL DISPOSE OF, OFF SITE, ALL UNWANTED MATERIALS.
3. DEMOLITION OF EXISTING WALLS AND PARTITIONS SHALL BE INDICATED BY DASHED LINES TO REMAIN. ITEMS TO BE REMOVED, SOLID LINES SHALL BE USED TO INDICATE.
4. SEE EX SCHEDULE FOR ROOM AND CABLE SCHEDULES.
5. ALL EXISTING AND NEW ELECTRICAL AND MECHANICAL SHALL BE INCLUDED ON DESIGN DEVELOPMENT SCHEDULE AND NOT SHOWN HERE.

SHEET NOTES:

1. NEW PACE WITH A 10' PANEL, REFRIGERATING, UPS, PDU, AND REFRIGERATOR FOR REFRIGERATION.
2. NEW PACE WITH A 10' PANEL, REFRIGERATING, UPS, PDU, AND REFRIGERATOR FOR REFRIGERATION.
3. ELECTRIFIED HARDWARE PER DISCREET, PROVIDE CABLE AND CONNECTION TO ACCESS CONTROL SYSTEM PANEL.
4. NEW PROXIMITY CARD READER BY ACCESS CONTROL INTEGRATION, PROVIDE CABLE AND CONNECTION TO ACCESS CONTROL SYSTEM PANEL.

4 ENLARGED ROOM - 01 TELECOM REMODEL
1/2" = 1'-0"



3 TELECOM REMODEL - BLDG 11 SECOND FLOOR
1/8" = 1'-0"

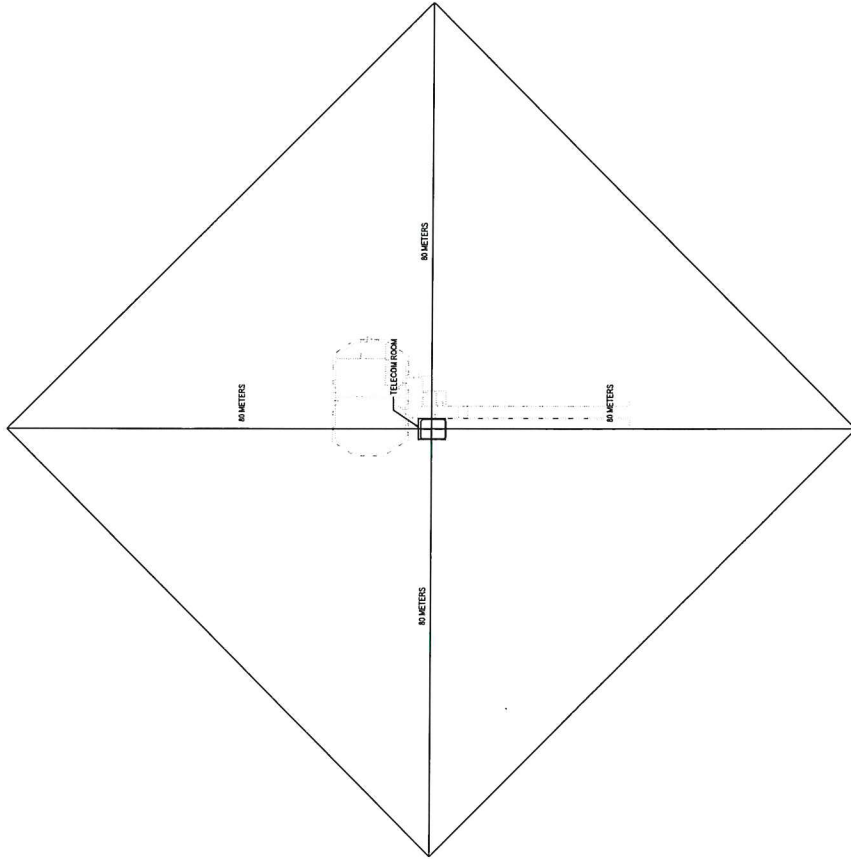
2 TELECOM REMODEL - BLDG 11 FIRST FLOOR
1/8" = 1'-0"

1 TELECOM REMODEL - BLDG 11 BASEMENT
1/8" = 1'-0"

CONSULTANT		ARCHITECT/ENGINEER OF RECORD		STAMP		OFFICE OF CONSTRUCTION AND FACILITIES MANAGEMENT		TELECOM REMODEL PLAN - BLDG 11		PHASE		PROJECT TITLE		PROJECT NUMBER	
ARCHITECT	ARE DESIGN	ARE	Code of Oregon	1541 North St. Suite 200		VA	U.S. Department of Veterans Affairs	11	95% DOCUMENTS	95% DOCUMENTS	UPGRADES	EMERGENCY INFRASTRUCTURE	11	011-TN-081	
124 NORTH 25TH STREET, #100	404-242-2517	1541 North St. Suite 200	P-163-151523	ADAM GOODIN, PE				11	95% DOCUMENTS	95% DOCUMENTS	UPGRADES	EMERGENCY INFRASTRUCTURE	11	011-TN-081	
1. MARCELLO PERROTTI, AIA		ADAM GOODIN, PE						11	95% DOCUMENTS	95% DOCUMENTS	UPGRADES	EMERGENCY INFRASTRUCTURE	11	011-TN-081	
DATE:								11	95% DOCUMENTS	95% DOCUMENTS	UPGRADES	EMERGENCY INFRASTRUCTURE	11	011-TN-081	

GENERAL NOTES:

- A. DISTANCE ASSESSMENT PER VA REQUIREMENTS NOTES ALL CALLING SHALL BE COMPLETED.



1 TELECOM DISTANCE ASSESSMENT - BLDG 11 BASEMENT

1" = 30'-0"

CONSULTANT ARCHITECT A&E DESIGN 124 NORTH 27TH STREET, #100 MILWAUKEE, WISCONSIN 53211 T: MARCELLO PEROTTI, AIA F: 414.224.1111 E: MPEROTTI@AEDDESIGN.COM W: WWW.AEDDESIGN.COM		ARCHITECT/ENGINEER OF RECORD A.E. State of Oregon 1504 Market St, Suite 200 Eugene, OR 97401 T: ADAM COON, P.E. F: 503.345.1111 E: ACOON@ADAMCOON.PE.COM W: WWW.ADAMCOON.PE.COM		STAMP 		OFFICE OF CONSTRUCTION AND FACILITIES MANAGEMENT U.S. Department of Veterans Affairs VA		DRAWING TITLE TELECOM DISTANCE ASSESSMENT - BLDG 11 BASEMENT JPMADONE Project Director		PHASE 95% DOCUMENTS FLS FULLY SPRINKLERED		PROJECT TITLE EHRM INFRASTRUCTURE UPGRADES LOCATION: FORT SPRINGS SOUTH DAKOTA ISSUE DATE: 06-01-2021 JAM CCE		PROJECT NUMBER BUILDING NUMBER: 11 DRAWING NUMBER: 011-TN-051.1	
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dispatch@frcounty.org

From: King, Maria <Maria.King@state.sd.us>
Sent: Saturday, December 11, 2021 4:48 PM
To: Melissa Fleming
Subject: FW: Funding Award Notification
Attachments: Fall River County.pdf; PSAP Project Funding Quarterly Report.pdf; PSAP Project Funding Final Report.pdf

Hi Melissa,

I am so sorry. I had meant to copy you on the award notification. Let me know if you have any questions.

Maria

From: King, Maria
Sent: Thursday, December 2, 2021 3:05 PM
To: Dave Weishaupt <dave.w@frcounty.org>
Subject: Funding Award Notification

Hi Dave,

Attached you will find information related to the funding authorized during today's Board meeting totaling \$35,630.61 for your PSAP. Please note that the microwave was not approved for funding, so your award amount was reduced by \$191.89.

I have also attached the quarterly progress report and final report. I will send out the quarterly/final reports again with a reminder about a month prior to the due date if you are required to complete a progress report. However, once you have the final invoice(s) and proof of payment, please submit the final report and payment verification documentation so I can submit a reimbursement request. Please also indicate who the check needs to be made out to and the address the check should be mailed to.

Let me know if you have any questions with anything.

Maria King

State 9-1-1 Coordinator
SD Department of Public Safety
Maria.King@state.sd.us
P: 605.773.3264 | C: 605.295.0702 | W: DPS.SD.GOV

SOUTH DAKOTA





December 2, 2021

Dave Weishaupl
Fall River County SO
906 N River Street
Hot Springs, SD 57747


Dear Dave,

The 9-1-1 Coordination Board has approved funding in the amount of \$35,630.61 to purchase equipment and pay for CAD maintenance fees applied for to be used by the Fall River PSAP staff. *Please note that the microwave was NOT authorized for funding, as the Board would like to focus more on PSAP operational items. You can however purchase this item utilizing your own surcharge funds.* This one-time funding from the 9-1-1 Coordination Fund does not require local match but must be used solely for the purchase of the equipment applied for. Once you have made the payment and can provide documentation that Fall River County has paid for each/all of these purchases or fees, you can submit a request for reimbursement to the State 9-1-1 Coordinator.

As part of the Board's approval, your PSAP is required to submit quarterly progress reports for projects that may have multiple phases or span from one quarter to the next. Reports are due on the 15th of the month following the end of the quarter - April 15th, July 15th, October 15th and January 15th. I will send you an email reminder about a month in advance as a reminder and will include the forms. Due to the timing of this particular funding period, I will not require a January progress report from you. For those projects that are one-time purchases, the final progress report should be submitted with the reimbursement documentation. Copies of those reports will be attached along with this funding award letter via email.

Thank you for your application for funding to provide improvements to the Fall River County PSAP operation.

Sincerely,



Maria King
State 9-1-1 Coordinator

QTY	DESCRIPTION	EACH	TOTAL
4	Dell UltraSharp U2422H 23.8 LCD Monitor - 24" Class	\$336.99	1,347.96
2	Samsung Crystal 64.5" LED- LCD 4K UHD Smart TV UN65TU7000F	\$649.99	1,299.98
1	Tennsco Double Tier Locker, 3 Wide 72"H x36"W	\$779.99	\$779.99
2	WorkPro® 26-1/2"D Vertical 5-Drawer Letter-Size File Cabinet	\$359.99	\$719.98
1	Rushmore communications quote for Radio		\$6,296.20
1	Zuercher Contract: Annual Subscription & Maintenance		\$18,586.50
4	Concept Seating Chairs	\$1,650.00	\$6,600.00

= \$35,630.61



Pennington County Sheriff's Office

Jail Division

307 Saint Joseph Street Rapid City, SD 57701-2889
Ph. 605-394-6116
Fax 605-716-6102



Kevin Thom
Sheriff

Rob Yantis
Jail Commander

November 23, 2021

Sheriff Robert Evans
Fall River County Sheriff's Office
906 N. River Street
Hot Springs, SD 57747

Re: Prisoner Housing Contract

Dear Sheriff Evans,

Enclosed you will find the 2022 Prisoner Housing Contract for Pennington County. Upon review, please sign and return; keeping a copy for your file.

If you have any questions, please contact me at 605-394-6116.

Sincerely,

A handwritten signature in black ink, appearing to read "Donell Welch".

Donell Welch
Office Manager, Pennington County Jail

CONTRACT FOR HOUSING OF PRISONERS AND DETAINEES IN THE PENNINGTON COUNTY JAIL

Comes now, the Pennington County Sheriff (PCSO), located at 300 Kansas City Street in Rapid City, South Dakota and the Fall River County Sheriff (FRCSO), located at 906 N. River St., Hot Springs, SD 57747 , and agree as follows:

WHEREAS, PCSO manages and operates the Pennington County Jail located at 307 Saint Joseph Street in Rapid City, South Dakota used for housing of prisoners and detainees and that FRCSO does not have adequate facilities in Fall River County (FRC) for the housing of prisoners and detainees, and

WHEREAS, PCSO is willing to enter an agreement with FRCSO for the housing of prisoners and detainees from FRC under the terms and conditions set forth herein.

ACCORDINGLY, the parties stipulate and agree as follow:

1. PCSO agrees to house and take care of prisoners and detainees of FRC, provide food, clothing, bedding, shoes, hygiene supplies, and other items provided to Pennington County (PC) prisoners on a daily basis. Supervision will be provided by PCSO or its designee in accordance with the written document known as the PC Jail Policies and Procedures Manual. In return for said services being performed by PCSO, FRCSO agrees to pay PCSO [\$85] per day for each inmate day. PCSO will bill for the day of arrival but not for the day of departure.
2. FRCSO herein agrees and understands that it is their responsibility to transport prisoners to the PC Jail at their expense and to provide transportation for prisoners to and from Court at the expense of FRCSO. FRCSO further agrees and understands that it is the responsibility of FRCSO to know when prisoners of FRC are to be in Court. FRCSO also agrees that PCSO does not routinely provide transportation for inmates to Court, Video Court, or medical facilities. FRCSO herein agrees and understands that if transportation is requested by FRCSO and agreed to by PCSO, PCSO will bill transportation costs to FRCSO at [\$0.68] per mile and [\$35.00] per hour for one deputy/guard and an additional [\$35.00] per hour for any additional deputy/guard, as deemed necessary by PCSO. Transportation costs include moving prisoners to video court within the PC Jail. All transport costs have a minimum fee of one hour, with billing occurring in ¼-hour increments after the first hour.

3. FRCSO herein agrees and understands that PCSO will, when necessary, provide extraordinary and emergency medical or dental care for prisoners or detainees of FRC, that FRCSO will pay the entire expense associated with said extraordinary and emergency medical or dental care; including transportation to and from medical or dental facilities, hospital expenses, drug expenses, doctor expenses, guard fees and any other necessary and proper expenses born by PCSO in connection with extraordinary and emergency medical and dental care. FRCSO herein further agrees and understands that the determination as to whether or not medical or dental care is an emergency will be left to the discretion of the PCSO or his designee. If extraordinary care is indicated, the PCSO will consult with FRCSO to determine proper and reasonable medical care for which FRCSO will be financially responsible.
4. FRCSO herein agrees and understands that PCSO will bill FRCSO for prisoners and detainees held by PCSO for FRCSO. Said bill shall include the cost of each days housing or lodging at the rate of [\$85] per day and any and all medical, mental health, dental or physician care incurred by PCSO. FRCSO agrees to reimburse PCSO on a monthly basis for all bills submitted by PCSO.
5. FRCSO herein agrees and understands that all prisoners and detainees of FRC housed in the PC Jail are subject to supervision provided by the PCSO or his designee in accordance with the written documentation known as the PC Jail Policies and Procedures Manual and any and all State standards that may be forth coming by the South Dakota legislature or other authorized committee or agency of the State of South Dakota.
6. FRCSO agrees to hold harmless and indemnify PC, PCSO and its officers, agents and employees, from and against any and all claims, actions, suits, damages, liability, judgments or other proceedings, including attorney fees and court costs, which may arise as a result of FRC prisoners and detainees being housed in the PC Jail and receiving medical or dental care and transportation services, all as contemplated and authorized in this Agreement. This section does not require FRCSO to hold harmless and indemnify PC, PCSO and its officers, agents and employees from claims or liability arising solely from the acts or omissions of PCSO, its officers, agents and employees.
7. The parties to this agreement herein fully agree and understand that PCSO may cancel this agreement by giving thirty (30) days written notice to the FRCSO. Said notice shall be sent by certified or registered mail. FRCSO herein agrees and understands it shall have no claim or claims of any kind against PC or the PCSO for cancellation of this agreement. FRCSO further agrees and understands that should PCSO wish to alter any terms or conditions of this agreement, including the cost of housing prisoners, that said alterations or changes shall be provided in writing to the FRCSO by certified mail and FRCSO herein agrees and understands that said

alterations or changes shall commence and take full force and effect thirty (30) days after notice of the same is received by FRCSO.

8. The parties to this agreement specifically agree and understand that any and all changes in this agreement shall be made in writing and attached to the master copy of this agreement which shall be held by PCSO. The parties to this agreement do further agree and understand that this agreement constitutes the complete understanding and agreement of the parties hereto and that no other oral agreements have been made that are binding upon the parties hereto.
9. FRCSO herein agrees to provide copies of the authority to PCSO to hold a prisoner or detainee. The authority to hold shall be either an Order of the Court, Warrant of Arrest and/or Complaint, Bench Warrant, Traffic Citation, Sentence, together with the signature of the officer delivering said prisoner or detainee on a form entitled Custody Authorization Form. PCSO reserves the right to reject any prisoner or detainee delivered without adequate authorization. Said paperwork is the consent of FRCSO for PCSO to bill FRCSO under the terms and conditions of this agreement or future addendum or modification of this contract.
10. FRCSO hereby acknowledges that PC is the owner of the PC Jail and that the operation and management of said Jail is vested in PCSO. Any rights, terms or condition provided for in the PC Jail as part of this agreement vests in, and is subject to, the ultimate control of PCSO.
11. Effective Date/Term of this Agreement is January 01, 2022 thru December 31, 2022.

Dated this 23 day of November, 2021.

A handwritten signature in black ink, appearing to read 'Kevin Thom', is written over a horizontal line.

Kevin Thom, Pennington County Sheriff (PCSO)

Dated this ____ day of December, 2021.

Robert Evans, Fall River County Sheriff (FRCSO)



*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: December 16, 2021

Subj: Commission Update

1. LEMPG Reimbursement: Fall River County will be receiving \$9,479.68 for the 4th quarter.
2. Safety Benefits Training: The Mine Safety Health Act (MSHA) training will be held in Hot Springs on February 1, 2022. This is the annual training for the Highway Shop employees.
3. Rapid Tag Printer: The SD Office of Emergency Management has purchased new Rapid Tag Printers for all Counties. The new printer will be delivered sometime in early 2022. The old printer was transferred to the county, so it will be available as a back up unit.
4. Fires & Incidents:
 1. 12/11/2021: Hwy 79 mm 32: Vehicles stuck due to drifted snow across the highway in both north and south bound lanes. Issue with getting a DOT plow and sander out.

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*



DEPARTMENT OF VETERANS AFFAIRS

December 6, 2021

VAL HIRST
3215 MYSTERY LN
HOT SPRINGS, SD 57747

In reply, refer to:

438/PW

File Number: [REDACTED]

VAL HIRST

Dear Mr. HIRST:

This letter is a summary of benefits you currently receive from the Department of Veterans Affairs (VA). We are providing this letter to disabled Veterans to use in applying for benefits such as housing entitlements, free or reduced state park annual memberships, state or local property or vehicle tax relief, civil service preference, or any other program or entitlement in which verification of VA benefits is required. Please safeguard this important document. This letter replaces VA Form 20-5455, and is considered an official record of your VA entitlement.

-- America is Grateful to You for Your Service --

Our records contain the following information:

Personal Claim Information

Your VA claim number is: [REDACTED]

You are the Veteran.

Military Information

Your character(s) of discharge and service date(s) include:

Branch of Service	Character of Service	Entered Active Duty	Discharged
Army	Honorable	02/10/1966	02/07/1969

(You may have additional periods of service not listed above)

VA Benefits Information

Service-connected disability: YES

Your combined service-connected evaluation is: 100

The effective date of the last change to your current award was: 12/01/2021

Your current monthly award amount is: \$3,450.39

File Number: [REDACTED]

HIRST, VAL

Are you being paid at the 100 percent rate because you are unemployable due to your service-connected disabilities: NO

Are you considered to be totally and permanently disabled due to your service-connected disabilities: YES

K-1 Entitled to special monthly compensation under 38 U.S.C. 1114, subsection (k) and 38 CFR 3.350(a)

You should contact your state or local office of veterans' affairs for information on any tax, license, or fee-related benefits for which you may be eligible. State offices of veterans' affairs are available at <http://www.va.gov/statedva.htm>.

What is VA.gov?

VA.gov provides electronic resources in a self-service environment to Servicemembers, Veterans, and their families. Use of these resources often helps us serve you faster! Through the VA.gov website you can:

- Submit claims for benefits and/or upload documents directly to the VA
- Request to add or change your dependents
- Update your contact and direct deposit information and view payment history
- Track the status of your claim or appeal
- Obtain verification of military service, civil service preference, or VA benefits
- And much more!

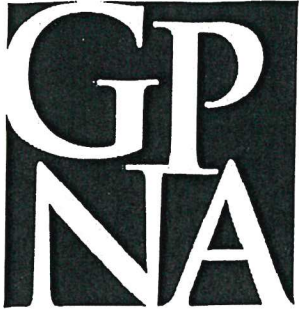
Enrolling in VA.gov is easy. Just visit www.va.gov for more information. If you submit a claim in the future, consider filing through VA.gov. Filing electronically, especially if you participate in our fully developed claim program, may result in a faster decision than if you submit your claim through the mail.

Need Additional Information or Verification?

If you have any questions about this letter or need additional verification of VA benefits, please call us at 1-800-827-1000. If you use a Telecommunications Device for the Deaf (TDD), the number is 711. Send electronic inquiries through the Internet at <https://iris.custhelp.va.gov>.

Sincerely yours,

Regional Office Director



GUNDERSON | PALMER | NELSON | ASHMORE LLP

506 Sixth Street
Post Office Box 8045
Rapid City, South Dakota 57709
Main: (605) 342-1078
Fax: (605) 342-9503

www.gpna.com

November 29, 2021

Richard M. Williams
Email: rwilliams@gpna.com
Direct Dial: (605) 719-3430

Via Hand Delivery

Board of County Commissioners
Fall River County
906 North River Street
Hot Springs, SD 57747

Re: Application for Cannabis Establishment License on behalf of D27, LLC.

Dear Commissioners:

Please find attached to this letter a completed Application for Cannabis Establishment License, the required attachments, and a Background Affidavit completed by each of the principals for D27, LLC. D27, LLC is a locally-owned family business hoping to further support this community. The principals of D27, LLC have a proven record of operating successful businesses in the Black Hills area.

D27, LLC believes the attached conforms to the Application requirements and meets the criteria set forth in Fall River County Ordinance creating licensing provisions for cannabis establishments. If you should find that any portion of the attached Application is not complete in any way, or if you have additional questions, please feel free to contact me. D27, LLC is happy to provide any additional information the County Commission may need.

Sincerely,

A handwritten signature in black ink, appearing to be 'RMW', written over a horizontal line.

Richard M. Williams

RMW:rmw
Enclosure

Offices in Rapid City and Pierre, South Dakota

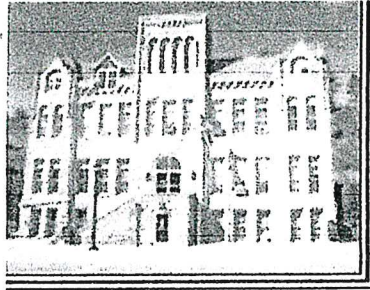
Attorneys licensed to practice in South Dakota, North Dakota, Nebraska, Wyoming, and Montana

APPLICATION FORM

CANNABIS ESTABLISHMENT LICENSE

COPY

FALL RIVER COUNTY



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

**APPLICATION FOR CANNABIS ESTABLISHMENT LICENSE
FALL RIVER COUNTY,
STATE OF SOUTH DAKOTA**

Application for license to engage in the business of:

- ☐ Cannabis Cultivation
☐ Cannabis Manufacturing
☐ Cannabis Testing
☒ Cannabis Dispensary

If applying for more than one license, a separate application and fee is required for each type of license.

If issued, the license is valid for the calendar year in which it is approved.

Application fees and licensing fees are not prorated for partial year usage of the license.

Check the following as applicable and attach a check payable to Fall River County:

- ☒ **NEW APPLICATION:** Fee: **\$5,000.00** (the application fee will be applied to the license fee)
☐ **RENEWAL APPLICATION:** Fee: **\$5,000.00** (the application fee will be applied to the license renewal fee)

PLEASE LEGIBLY PRINT ALL INFORMATION ON THIS FORM, EXCEPT WHERE SIGNATURE IS REQUIRED.

Part I: APPLICANT/LICENSEE INFORMATION

Troy Kenneth Nayman
Full Legal Name
6728 Green Dr. Rapid City, SD 57703
Address City, State Zip code
605 484-3831 tnayman@gmail.com
Telephone number Email address

Trade Name (or DBA) of Business if different from above:

D 27, LLC

Check the applicable business type:

☐ Individual/sole proprietor ☐ Corporation ☐ Partnership ☒ Limited Liability Company
(LLC) ☐ Other _____ (describe)

If not applying as an individual, attach a current copy of the Annual Report as filed with the Secretary of State of South Dakota.

South Dakota sales tax license number: 1038-0218-51 (attach copy of license)

State of South Dakota Cannabis Registration Number: N/A (attach copy of certificate)

Part II: PREMISES INFORMATION

Physical Address of cannabis establishment

ANGOSTURA NORTH SUBD: TRACT BR, SEC 9
TWP 8, RG 16 (12.92 A)

Legal description of location of cannabis establishment

Business Phone: 605-484-3831 (Troy Nayman)

Property where the cannabis establishment license is to be issued is:

☐ owned by licensee

☒ leased by licensee (attach
certification from the property owner
authorizing you to engage in business
as a Medical Cannabis establishment).

If leased, your signature on this application indicates that you are authorized by the property owner to operate a cannabis establishment at the premises address provided in this application.

Is the property line of this establishment located within 1,000 feet from the nearest property line of any public or private school? ☐ Yes ☒ No

Is the property line of this establishment located within 1,000 feet from the nearest property line of any residence? ☐ Yes ☒ No

Is the property line of this establishment located within 1,000 feet from the nearest property line of any non-residential daycare facility? ☐ Yes ☒ No

Is the property line of this establishment located within 1,000 feet from the nearest property line of any public park, public pool, public recreational facility or public library? ☐ Yes ☒ No

Is the property line of this establishment located within 1,000 feet from the nearest property line of any religious institution? ☐ Yes ☒ No

Will there be new construction of a building or the alteration of an existing structure for the cannabis establishment? ☒ Yes ☐ No

If yes, please explain:

Construction will be completed in accordance with all South Dakota statutes, rules and County regulations applicable to Medical Cannabis establishments.
Attach a copy of proposed site plan and floor plans as applicable, drawn to scale, and showing proposed usage of all parts of the property and building.

NOTE: Issuance of a cannabis establishment license does not eliminate the need for any other applicable plan review or building certificate of occupancy.

Part III: PERSONNEL INFORMATION

Primary Contact

☒ Same as listed in Part I above

Name: Troy Nayman Title: Managing Member
Phone: 605-484-3831 E-mail: tnayman@gmail.com

List of Owners, Members, Managers, Shareholders, Principal Officers, Board Members:
(Attach separate page for more)

Name: Troy Nayman Date of Birth: 10-25-1975
Address: 6728 Green Dr. Rapid City, SD 57703
Street City State Zip Code
SD 25%
State of Residence Percentage of business owned

Name: Tim Nayman Date of Birth: 2-27-1977
Address: 6733 Green Dr. Rapid City, SD 57703
Street City State Zip Code
SD 25%
State of Residence Percentage of business owned

Name: Karen Bamey Date of Birth: 5-19-1952
Address: 28288 Boater's Blvd Hot Springs, SD 57747
Street City State Zip Code
SD 25%
State of Residence Percentage of business owned

Name: Cody Romey Date of Birth: 9-2-1983
Address: 28280 Boaters Blvd. Hot Springs, SD 57747
 SD Street City State Zip Code
State of Residency Percentage of business owned 25

List of Employees: (Attach separate page for more)

Name: N/A Date of Birth: _____
Address: _____
 Street City State Zip Code

Name: _____ Date of Birth: _____
Address: _____
 Street City State Zip Code

Name: _____ Date of Birth: _____
Address: _____
 Street City State Zip Code

Name: _____ Date of Birth: _____
Address: _____
 Street City State Zip Code

Name: _____ Date of Birth: _____
Address: _____
 Street City State Zip Code

Name: _____ Date of Birth: _____
Address: _____
 Street City State Zip Code

Name: _____ Date of Birth: _____
Address: _____
 Street City State Zip Code

Every owner, LLC member or manager, shareholder, principal officer, board member, and employee must complete a Background Investigation form (attached at the end of this application form) and submit a photocopy of his or her driver's license or government ID. This must be supplied and submitted each time an additional employee is hired.

Part IV: AFFIRMATION AND CONSENT

I, Troy Nayman (printed name), as the applicant or as an authorized agent, officer, owner, or manager for the applicant, declare under the penalty of perjury and under penalty for offering a false instrument for recording that this entire application, statements, and attachments are true, correct, and complete to the best of my knowledge. I further declare and consent that:

1. This statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the denial of this license application or subsequent suspension or revocation of an issued license by Fall River County (initial here) TN;
2. I consent to any background investigation necessary to determine my present and continuing eligibility and that consent continues for as long as I hold a Cannabis Establishment License (initial here) TN;
3. I understand and acknowledge that Fall River County and the State of South Dakota may request other/further information from me in connection with this application. Failure to provide the requested information may result in denial of this application (initial here) TN;
4. I understand this license shall not be transferable to any other person, business entity, or location and is not a property right (initial here) TN;
5. I understand that the Cannabis Establishment must always maintain legal possession of the licensed premises (initial here) TN;
6. I understand that the entire premises shall be subject to inspections by relevant authorities at all operational hours and other times of apparent activity (initial here) TN;
7. I hereby state that I have read SDCL Chap. 34-20G, all applicable State rules and regulations, and Fall River County regarding Cannabis Establishment licensing rules and regulations, Ordinance 2021-01 Amended, and I understand the contents thereof and agree to be bound by them in all respects, expressly including the waiver of liability, release of claims, and indemnification of Fall River County (initial here) TN;
8. I understand that any Cannabis Establishment license issued by Fall River County is provisional, conditional, and must be annually renewed by application submitted no less than thirty (30) days prior to the expiration date, unless earlier revoked or surrendered (initial here) TN.

I have completed all the above information and understand my responsibilities as a Cannabis Establishment applicant or authorized agent, officer, owner, or manager of the applicant or license holder. I further understand that failure to comply with any law, regulations, or provisions of this affirmation may be grounds for disciplinary action including, but not limited to, the suspension or revocation of the license.

Signature Troy Nayman

Title

Managing Member

Date

11/23/

State of South Dakota

Office of the Secretary of State

Certificate of Organization

Domestic Limited Liability Company

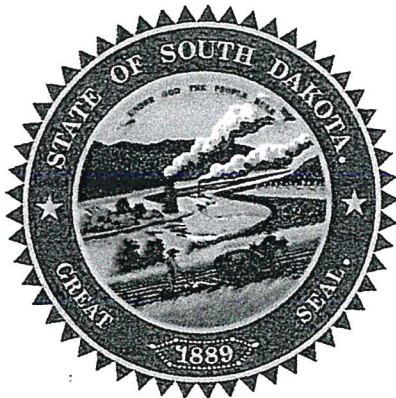
I, **Steve Barnett**, Secretary of State of the State of South Dakota, hereby certify that the Articles of Organization for

D27, LLC

BUSINESS ID# DL215000

with an effective date of: November 22, 2021, duly signed and verified, pursuant to the provisions of the South Dakota Limited Liability Company Act, has been received in this office and is found to conform to law.

ACCORDINGLY, and by virtue of the authority vested in me by law, I hereby issue this Certificate of Organization and attach hereto a duplicate of the Articles of Organization.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of South Dakota, in Pierre, the Capital City, this day, November 22, 2021.

Steve Barnett

Steve Barnett
Secretary of State

11/22/2021 5:45 PM

INSTRUCTIONS

File this application form along with the required attachments and application license fee to the Fall River County Auditor, 906 N River St, Hot Springs, SD 57747.
Call 605-745-5130 for questions.

Application Checklist:

- _____ Application form is complete and signed
- _____ Certification from Property Owner (if property is leased)
- _____ Application fee or renewal fee, as applicable
- _____ Copy of Annual Report filed with Secretary of State (if not applying as an individual)
- _____ Copy of South Dakota sales tax license
- _____ Copy of South Dakota cannabis registration certificate
- _____ Site plan and/or floor plan drawings
- _____ Background/Disqualifying circumstance statement(s)

For Auditor's Office Use Only:

Date application received: _____ Fee Paid \$ _____ Receipt No. _____

_____ **APPROVED**

_____ **NOT APPROVED**

Signature of County Auditor _____

Date: _____

and

Signature of County Commission Chairperson _____

Date: _____

CERTIFICATION FROM PROPERTY OWNER

COPY

LEASE AGREEMENT

This LEASE AGREEMENT is made and entered into effective the 24th of Nov, 2021 by and between Quality Real Estate, Inc., a South Dakota corporation of 27535 S. Buffalo Gap Road, Oral, SD 57766 (hereinafter referred to as "Landlord") and D27, LLC a South Dakota limited liability company, of 28288 Boaters Blvd., Lot 6, Hot Springs, South Dakota 57747 (hereinafter referred to as "Tenant").

ARTICLE 1 LEASED PROPERTY

1.1 Lease of Property. Subject to the terms and conditions of this Lease Agreement, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the real property and improvements located on property as shown on the attached Exhibit A.

Together with all improvements thereon collectively herein referred to as the "Leased Property."

1.2 Quiet Enjoyment. Landlord covenants and agrees that so long as Tenant is not in default under the terms of this Lease Agreement, Tenant shall have quiet and peaceful possession of the Leased Property and enjoy all of the rights granted without interference.

1.3 Possession "As Is". Tenant hereby accepts possession of the Leased Property in its "As Is" condition. The Tenant assumes possession of the Leased Property on the Commencement Date, described in 2.1. Tenant accepts all risks and liabilities associated with such possession from such Commencement Date through the term of this Lease Agreement.

1.4 CONTINGENT LEASE. This Lease Agreement is contingent upon Tenant obtaining state and county authorization and the necessary license(s) to establish and operate a cannabis business. In the event Tenant does not obtain such authorization and licenses, then this Lease Agreement shall be void, of no force and effect. Neither party shall be considered to be in breach of this Lease Agreement in the event Tenant does not obtain such authorization and licenses.

ARTICLE 2 TERM

2.1 Initial Term. The term of this Lease Agreement is 1 year starting on the date of execution of this lease (the "Commencement Date"). Tenant shall be responsible for any liabilities or other damages incurred on or after the Commencement Date.

Subject to renegotiation and mutual agreement of the parties on the basic monthly rental rate, the Landlord does hereby grant to Tenant an option to renew the foregoing Lease for the leased premises for two (2) one (1) year periods upon giving ninety (90) days written notice prior to the end of the term of the original Lease Agreement and any renewal terms of the Tenant's election to renew this Lease for said period. In the event the parties are unable to agree on appropriate terms for the renewal period within sixty (60) days of the expiration of the original term the option to renew shall be rescinded.

ARTICLE 3 USE OF LEASED PROPERTY

Tenant shall use the Leased Property for purpose of operating a cannabis business and related purposes. The Leased Property shall be used for no other purpose without the prior written consent of Landlord which consent will not be unreasonably withheld. If Tenant sublets any portion of the Leased Property, Landlord shall have the right to any rents payable by any sub-lessee if the Tenant defaults on its payments to Landlord.

ARTICLE 4 RENT

4.1 Base Rent. The initial monthly Base Rent due to Landlord from Tenant shall be \$TBD per month. The monthly Base Rent shall be due and payable on the first day of each month.

In the event the option to renew this Lease is exercised by Tenant, Landlord and Tenant shall renegotiate the Base Rent in advance of the renewal date.

4.2 Additional Rent. The Base Rent set forth above shall be on a pure "triple net" basis, as that term is used and understood in connection with the leasing of real property. Accordingly, as Additional Rent, Tenant shall pay, beginning on the Commencement Date, directly to the appropriate authorities or to Landlord, as the case may be, all taxes as described in Article 5 of this Lease Agreement; all utilities as described in Article 6 of this Lease Agreement; all repairs and maintenance as described in Article 7 of this Lease Agreement; Tenant's insurance as described in Article 11 of this Lease Agreement, and any other expenses or charges of any kind and without limitation, with respect to or incurred in connection with the possession, occupation, operation, alteration, maintenance, repair and use of the Leased Property. Because all such charges are Additional Rent and upon the failure of Tenant to pay any of such charges, Landlord shall have all rights and remedies provided for herein for failure of Tenant to pay rent.

4.3 Late Fee. A late fee of Ten Percent (10%) of the Base Rent will be assessed for each and every Base Rent payment, which is received more than ten (10) days from the Base Rent due date.

ARTICLE 5 TAXES AND ASSESSMENTS

Tenant agrees to pay, as additional rent, all taxes of any kind, which may be taxed, charged, levied, assessed or imposed on the Leased Property during the term of this Lease Agreement, including any improvements placed on the Leased Property ("taxes"). The taxes shall be paid by Tenant directly to the appropriate taxing authority in a timely manner.

ARTICLE 6 UTILITIES

All utility services on the Leased Property shall be the sole responsibility of Tenant. Tenant shall pay or cause to be paid all charges for water, gas, sewer, electricity, light, heat, air conditioning, power, telephone or other service of any kind whatsoever submitted, rendered or supplied in connection with the Leased Property ("utilities"). All utilities shall be contracted in Tenant's name.

ARTICLE 7 REPAIRS AND MAINTENANCE

7.1 Maintenance and Repairs. Tenant, at Tenant's sole cost, agrees to keep and maintain the Leased Property in a safe, orderly and sanitary condition, will suffer no waste or injury to the Leased Property other than normal wear and tear, and will at the expiration or other termination of this Lease Agreement, surrender the Leased Property with all improvements in the same order and condition in which they were on the Commencement Date or the date construction of any improvements was completed, ordinary wear and tear and casualty damage to the extent covered by insurance excepted. All alterations, decorations, additions or improvements in or to the Leased Property made by Tenant shall become the property of Landlord upon termination of this Lease Agreement and shall remain upon and be surrendered with the Leased Property. Tenant may nevertheless remove at or prior to the termination of this Lease Agreement, any fixtures, furniture, signs; personal property or other equipment installed at Tenant's expense, provided that all damage to the Leased Property caused by any such removal shall be repaired by Tenant. Without limitation, Tenant will maintain, repair, and replace HVAC systems; Parking lots, Roof and all appurtenances of the building as is reasonably necessary. Tenant will maintain the exterior and interior of the Leased Property in an orderly manner, including periodic painting, at no cost to Landlord.

7.2 Alterations. Subject to the prior written consent of Landlord, which permission shall not be unreasonably withheld, Tenant shall have the right to make such additions, alterations, changes or improvements to the Leased Property as Tenant shall deem necessary or desirable for Tenant's business. All additions; alterations, changes and improvements shall be made in a workmanlike manner, in full compliance with all building laws and ordinances applicable thereto, and when permitted to be made shall become part of the Leased Property and shall be surrendered as a part of the Leased Property upon the termination of this Lease Agreement. At any time during the lease term, the Tenant may place signs on the property.

ARTICLE 8 LANDLORD'S ACCESS TO LEASED PROPERTY

8.1 Inspection of Leased Property by Landlord. Tenant agrees to permit Landlord to enter the Leased Property during usual business hours and upon reasonable notice to Tenant for the purpose of inspecting the Leased Property.

ARTICLE 9 MECHANIC'S LIENS

Tenant shall not permit any mechanic's liens to be filed against the Leased Property or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant. If any such mechanic's liens shall at any time be filed against the Leased Property; Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same or Tenant shall post a payment bond if the Tenant believes the lien is unfounded.

ARTICLE 10 COMPLIANCE WITH LAWS

10.1 Compliance with Laws. Tenant shall, at Tenant's sole cost and expense, comply with all laws and ordinances, and the orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and offices thereof which may be applicable to the Leased Property for the use or manner of use of the Leased Property. Tenant will likewise observe and comply with requirements of all insurance policies at any time in force with respect to the Leased Property.

10.2 Licenses. Tenant shall obtain all appropriate licenses required from all federal, state and municipal governments needed to operate its business on the Leased Property and Tenant shall be responsible to maintain such licenses as long as this Lease Agreement is in effect.

ARTICLE 11 INSURANCE

11.1 Tenant's Insurance. Tenant will carry and maintain, at its expense, the following insurance policies effective as of the Commencement Date:

- (a) A public liability insurance policy to afford protection with limits of not less than \$1,000,000 with respect to the personal injury or death of any one person, \$1,000,000 with respect to the personal injury or death occurring or resulting from one occurrence, and \$500,000 with respect to property damage, subject to a loss deductible clause not in excess of \$10,000.
- (b) An all-risk property and casualty insurance policy, written at full insurable value, with a replacement cost endorsement, covering the Leased Property of Tenant's improvements and personal property in the Leased Property, subject to a loss deductible clause not in excess of \$10,000.
- (c) Any and all policies necessary to insure against any injury occurring during the renovation and remodeling of any facilities on the Leased Property by any agent, contractor, subcontractor, or other third party.

11.2 Policy Requirements. The company or companies writing any insurance required to be carried or maintained pursuant to this Article 11 shall be licensed to do business in the state of

South Dakota. Public liability and all-risk property and casualty insurance policies evidencing such insurance shall name Landlord or its designee as an additional insured. All policies shall contain a provision by which the insurer agrees that such policy shall not be cancelled except after thirty (30) days' written notice to Landlord. Each such policy, or a certificate thereof, required to be maintained by Tenant shall be provided to Landlord upon Landlord's request.

ARTICLE 12 DESTRUCTION

12.1 Rights of Tenant. If the Leased Property is damaged so that fifty percent (50%) of the usable space of the Leased Property is rendered unusable, Tenant may either (1) terminate this Lease Agreement or (2) continue this Lease Agreement and, at its sole cost and expense, whether or not insurance proceeds will be sufficient for that purpose, and regardless of the amount of such destruction, forthwith repair, replace and rebuild the Leased Property. All such repairs, replacements or rebuilding shall be performed in a good and workmanlike manner and in compliance with all existing laws and regulations.

12.2 Rights of Landlord. If the work of repairing, replacing or rebuilding the damaged or destroyed Leased Property does not commence within a reasonable time from the date of any such loss, destruction or damage, or after commencement thereof shall not be expeditiously proceeded with to completion and Tenant has ceased paying rent under the terms of the Lease Agreement, Landlord shall have the right to cancel and terminate this Lease Agreement upon thirty (30) days' written notice.

12.3 Insurance Proceeds. If this Lease Agreement is not terminated, Landlord and Tenant shall disburse and apply any insurance proceeds received by Landlord and Tenant to the restoration and rebuilding of the Leased Property. All insurance proceeds payable with respect to Tenant's personal property shall belong to and shall be payable to Tenant.

ARTICLE 13 CONDEMNATION

13.1 Condemnation. The term "Condemnation", as used in this Lease Agreement, shall mean the exercise of the power of eminent domain by any person, entity, body, agency or authority, or private purchase in lieu of eminent domain such that (a) that part so taken includes all or part of the Leased Property, or (b) that part so taken eliminates or adversely affects access to any public street or highway, or (c) the entire Property is taken.

13.2 Right to Proceeds. If the Leased Property or any part thereof shall be taken to condemnation proceedings, Tenant shall have the right to participate in any proceedings pertaining to the condemnation and Landlord and Tenant shall each be entitled to their separate claims based on their respective interests even if a single award for all damages is given by the condemning authority.

13.3 Total Taking. If at anytime during the term of this Lease Agreement the whole or substantially all of the Leased Property shall be taken by Condemnation, this Lease Agreement

shall terminate and expire on the date upon which title shall vest in the condemning authority and the rent provided to be paid by Tenant shall be apportioned and paid to such date.

13.4 Distribution of Award. In the event of a taking by Condemnation, which results in the termination of this Lease Agreement, the rights of Landlord and Tenant in any award shall be as follows and in the following order of priority:

- (a) First, the unpaid balance of principal and interest due on any mortgage on the Leased Property shall be paid to the holder of such mortgage;
- (b) Landlord shall then retain that part of the award attributable to the real property and improvements;
- (c) Tenant shall be entitled to that part of the award attributable to furniture, fixtures, equipment and other personal property and any consequential and severance damages for the value of Tenant's interests in the remaining term of this Lease Agreement.

13.5 Partial Taking. In the event of a partial taking which shall not result in the termination of this Lease Agreement, Landlord and Tenant, based on their separate claims, shall promptly proceed to repair, rebuild or restore the remainder of any Improvements affected thereby to a complete and self-contained architectural unit, for the purposes and uses to which Tenant was putting the Leased Property before the taking.

ARTICLE 14 ASSIGNMENT AND SUBLETTING

Tenant shall not assign, hypothecate or pledge this Lease Agreement or sublet the Leased Property either voluntarily or by operation of law without the prior written consent of Landlord which consent will not be unreasonably withheld or delayed.

ARTICLE 15 DEFAULT

15.1 Default by Tenant. If default shall be made in the payment of the rent or any installment, or in the payment of any other sum required to be paid by Tenant under this Lease Agreement or if default shall be made in the performance of any of the other terms or conditions of this Lease Agreement which Tenant is required to observe and perform in this Lease Agreement or if a receiver or trustee is appointed for Tenant or its property, or if Tenant shall abandon or vacate the premises during the Term, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease Agreement and avail itself of any remedies against Lessee existing at the time of said default under the laws of the state of South Dakota as well as any of the following remedies:

- (a) Taking possession of the Leased Property and terminating this Lease Agreement.

- (b) Bringing legal action for all fixed rent and additional rent due and to become due under this Lease Agreement and for any damages sustained by Landlord.
- (c) Continuing this Lease Agreement in effect and re-letting the Leased Property under such terms and conditions as Landlord may deem advisable with Tenant remaining liable for all fixed rent and additional rent plus any repairs and alterations necessary to prepare the Leased Property for re-letting, less rent received from re-letting, if any. Landlord shall be obligated to use its best efforts to re-let the Leased Property.
- (d) Landlord may remedy the default and charge the Tenant for the cost of the remedy, which amount shall be due and payable immediately to Landlord. The default and remedy shall be determined by an independent third party.

Tenant agrees to pay all attorneys' fees and other costs and expenses incurred by Landlord in enforcing any of Tenant's obligations under this Lease Agreement as may be authorized or permitted by South Dakota law.

15.2 Landlord's Default. Upon the occurrence and continuance of an event of default by Landlord, Tenant shall give Landlord thirty (30) days written notice of default specifying the event of default and the action required to cure the default.

ARTICLE 16 BANKRUPTCY

If Tenant, shall at any time during the Term either (1) become insolvent, (2) have proceedings in bankruptcy instituted by or against them, (3) compound their debts or assign over their estate or effects for payment thereof, (4) have any execution or attachment issued against them, or their effects, and the Leased Property shall be taken or an attempt shall be made to take them, or (5) have a receiver or trustee appointed over their property, it shall be lawful for Landlord to immediately and without further notice enter on the leased premises or any part thereof and to repossess the leased premises and treat the same as a default.

ARTICLE 17 INDEMNIFICATION

17.1 By Tenant. Tenant agrees to indemnify and save Landlord harmless from any and all claims, damages, costs and expenses including reasonable attorney's fees arising out of or in connection with the conduct of the management of the business conducted by Tenant on the Leased Property.

17.2 Waiver. Landlord shall not be liable to Tenant and Tenant waives all claims for damages to persons or property sustained by Tenant, its agents, servants, invitees (and/or customers) arising out of Tenant's use of the Leased Property provided, however, that this paragraph shall not relieve Landlord from liability for the negligence or intentional acts of its agents, servants or employees.

ARTICLE 18
CERTIFICATES BY TENANT AND LANDLORD

Landlord and Tenant shall, at any time and from time to time, upon not less than (20) days' prior notice, execute and acknowledge to the other, statements in certifying that this Lease Agreement is in full force and effect and such other matters as requested by the other party or any third party requesting such a certificate. Any such statement delivered pursuant to this Article may be relied upon by Landlord, Tenant or any third party requesting the certificate.

ARTICLE 19
NOTICE

All notices or demands which shall be required or permitted by law or any provisions of this Lease Agreement shall be personally delivered or sent by United States mail, postage prepaid, to the addresses of Landlord and Tenant indicated in the opening paragraph of this Lease Agreement. Such notices shall be properly given if directed to those addresses until notice is given, in the manner described above, to change such address.

ARTICLE 20
WAIVER

Failure of Landlord to insist upon the strict performance of any or all of the terms or conditions of this Lease Agreement shall not constitute, nor be construed as, a waiver of Landlord's right to thereafter enforce any such terms or conditions, but the same shall continue in full force and effect.

ARTICLE 21
HOLDING OVER

If Tenant continues to occupy the Leased Property after the expiration of the term, such holding over shall not operate to extend or renew this Lease Agreement, but shall be construed as a tenancy from month to month which may be terminated by either party upon thirty (30) days prior written notice. Such month-to-month tenancy by Tenant shall be subject to all the terms and provisions of this Lease Agreement.

ARTICLE 22
GENERAL PROVISIONS

22.1 Captions. The captions and headings contained in this Lease Agreement are for convenience only and are not a part of this Lease Agreement. Captions and headings shall not in any way limit or amplify the terms or provisions of this Lease Agreement.

22.2 Successors and Assigns. This Lease Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

22.3 Construction. The language in all parts of this Lease Agreement shall be in all cases construed according to its fair meaning and not strictly for or against Landlord or Tenant. If any

terra, covenant, condition or provision of this Lease Agreement is held by a court of competent jurisdiction to be invalid, void or unreasonable, the remainder of the provisions of this Lease Agreement shall remain in full force and effect.

22.4 Short Form Lease Agreement. Landlord and Tenant may execute a short form of this Lease Agreement on a document witnessed and acknowledged in a form capable of being recorded in the public records of the county where the Leased Property is located.

22.5 Law Governing. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota.

22.6 Entire Agreement. This Lease Agreement shall constitute the entire agreement between the parties and shall supersede any prior agreements or understandings, whether or oral, which the parties may have had relating to this Lease Agreement and/or Leased Property. No subsequent alteration, amendment, change or addition to this Lease Agreement shall be binding upon Landlord or Tenant unless reduced to writing and signed by both Landlord and Tenant.

22.7 Counterparts. This Lease Agreement may be executed in one or more counterparts, each of which shall be deemed an Original, but all of which together shall constitute one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the day and year first above written.

LANDLORD:

TENANT:

QUALITY REAL ESTATE, INC.

D27, LLC



By:

Its:

pres.

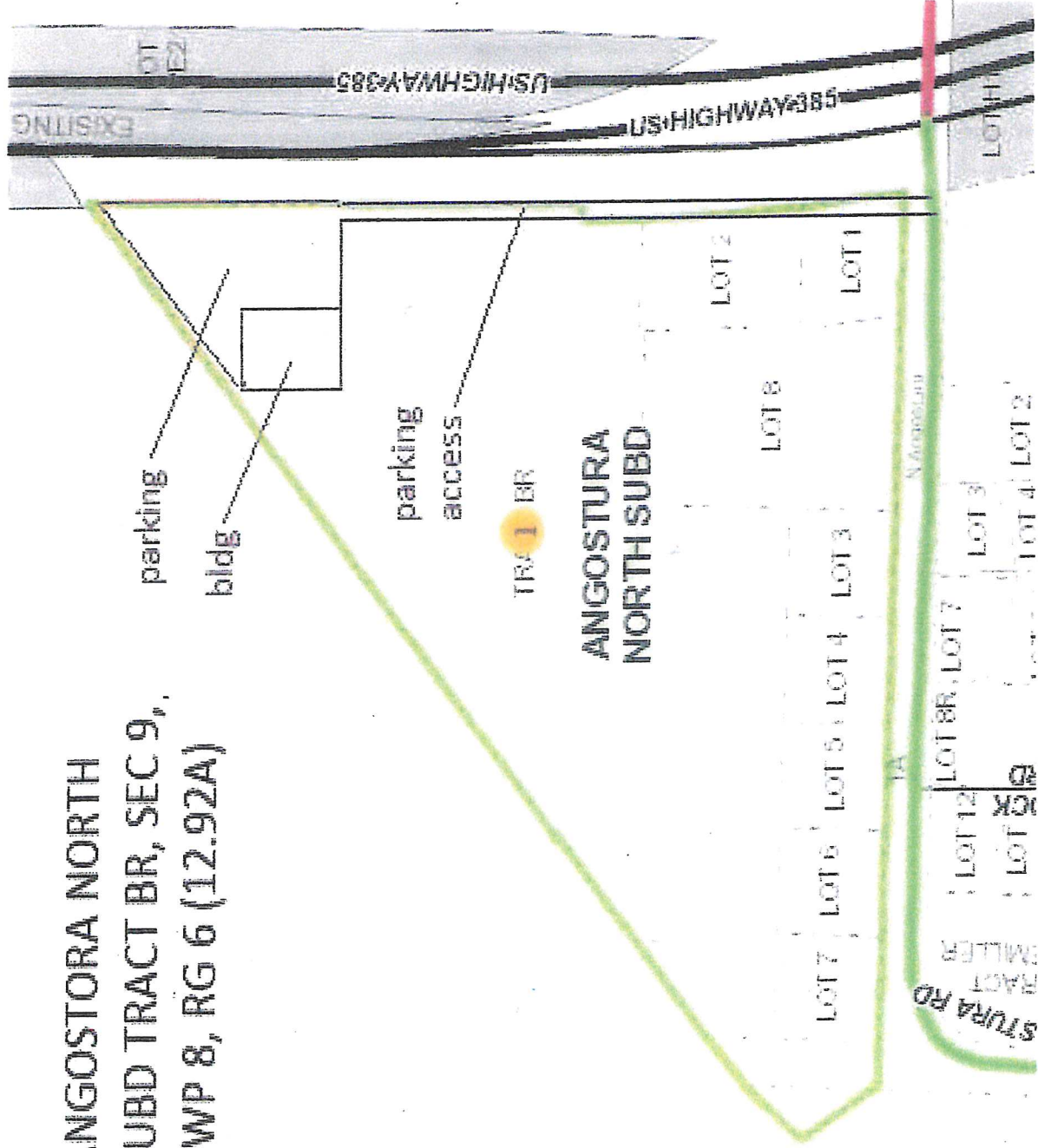


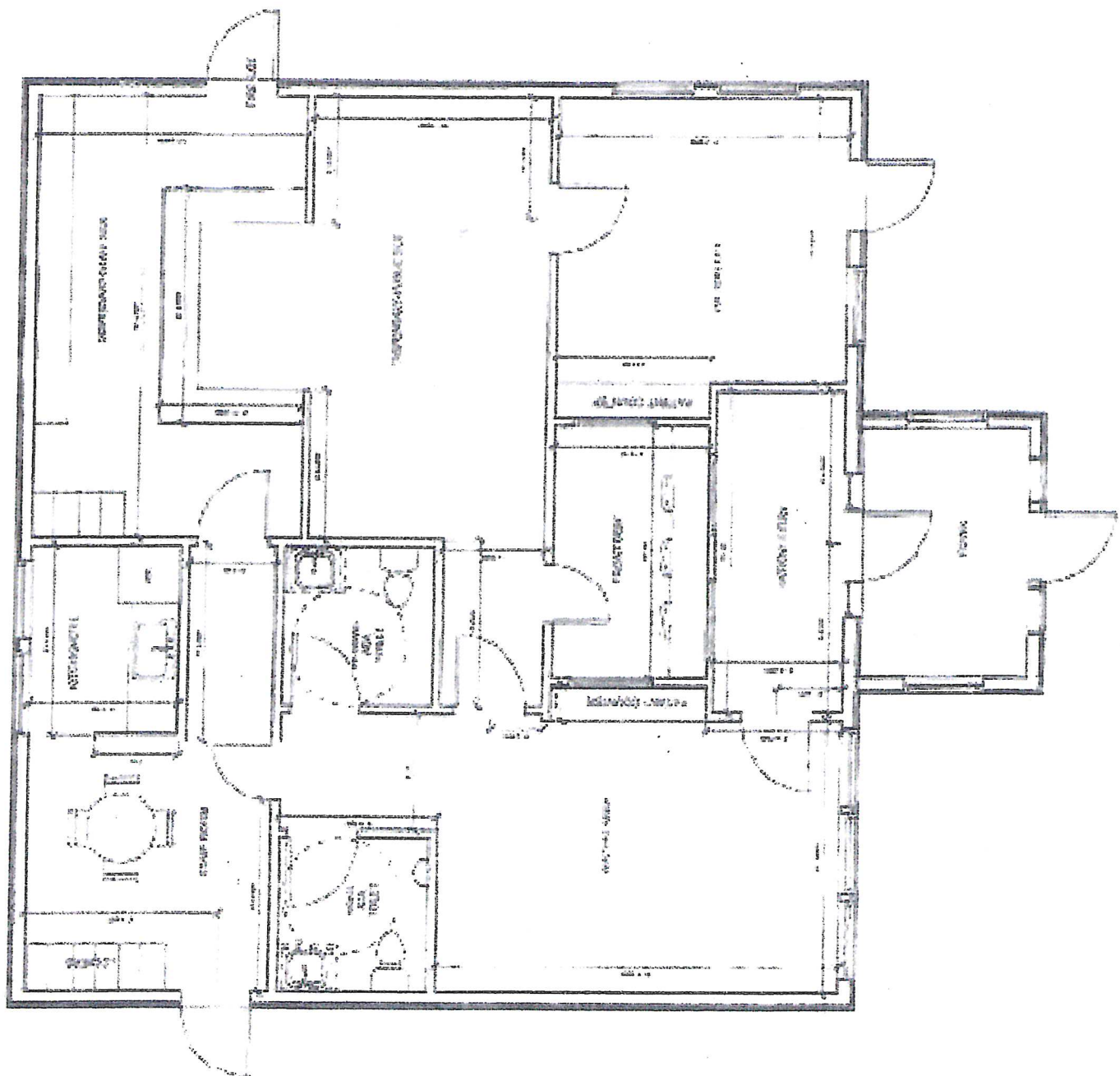
By: Troy Nayman

Its: Manager

EXHIBIT A
MAP OF LEASED PREMISES

ANGOSTORA NORTH SUBD TRACT BR, SEC 9, TWP 8, RG 6 (12.92A)





COPY OF ANNUAL REPORT FILED WITH SECRETARY OF STATE

TO: FALL RIVER COUNTY COMMISSIONERS

FROM: D27, LLC ORGANIZATION

RE: COPY OF ANNUAL REPORT FILED TO SECRETARY OF STATE

Attached is a copy of the Certificate of Organization for D27, LLC (Dispensary 27) with an effective date of November 22, 2021, for your review.

Because D27, LLC is a newly formed company an annual report will not be due till 2022.

Thank You

State of South Dakota

Office of the Secretary of State

Certificate of Organization

Domestic Limited Liability Company

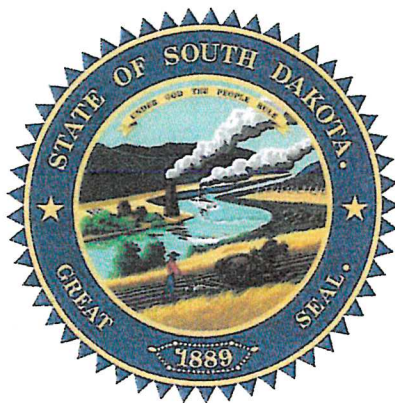
I, **Steve Barnett**, Secretary of State of the State of South Dakota, hereby certify that the Articles of Organization for

D27, LLC

BUSINESS ID# DL215000

with an effective date of: November 22, 2021, duly signed and verified, pursuant to the provisions of the South Dakota Limited Liability Company Act, has been received in this office and is found to conform to law.

ACCORDINGLY, and by virtue of the authority vested in me by law, I hereby issue this Certificate of Organization and attach hereto a duplicate of the Articles of Organization.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of South Dakota, in Pierre, the Capital City, this day, November 22, 2021.

Steve Barnett

Steve Barnett
Secretary of State

11/22/2021 5:45 PM

TO: FALL RIVER COUNTY COMMISSIONERS
FROM: D27, LLC ORGANIZATION
RE: SOUTH DAKOTA CANNABIS REGISTRATION CERTIFICATE

Although the State is not dictating where the applicant applies first, logistically based on the Boards ruling to limit the number of medical cannabis establishments to one, coupled with the fact the State will not make a final decision without the county certification, Dispensary 27 (D27 LLC) is submitting the application to Fall River County first.

This process is supported by the fact the State has mandated that "no matter what order the application is made, the application to the state must contain a certification of compliance from the local government". In fact, even if an application is submitted to the state prior to being submitted to the local government, the local government will still have to certify compliance before the state will deem the application as complete.

Our State application for a Cannabis Establishment License has been completed. Our application is ready to be submitted once a certificate of compliance has been approved and FORM E can be submitted along with the application.

Currently, a Cannabis Registration Certificate is not available.

We thank you in advance for your time and consideration of this process. It is with no doubt a complicated and challenging process for all entities involved. With only respect to your process, we would like to reassure the Board that Dispensary 27 will be a respected business within Fall River, one that will be a partner to all local and state agencies involved as we all go through this process together.

COPY OF SOUTH DAKOTA SALES TAX LICENSE

D27, LLC
DISPENSARY 27
6728 GREEN DR
RAPID CITY, SD 57703

November 29, 2021

Dear D27, LLC

Below is your current South Dakota tax license. It is non-transferable and shall be valid only for the person or entity named on the license. The license is for the transaction of business at the place designated on the license. The license is to be conspicuously displayed at the place of business.

Please review your information and contact our department if there are any changes in ownership, names, or addresses. If you have a Streamlined sales tax license any changes must be made through the Streamlined Registration System at www.streamlinedsalestax.org.

For more information, visit our website at <http://dor.sd.gov>, call the Department of Revenue at 1-800-829-9188 weekdays from 8:00 am to 5:00 pm Central Time or e-mail us at bustax@state.sd.us. Thank you.

Website: <http://dor.sd.gov>

SD EPath: <http://dor.sd.gov/EPATH>



<http://dor.sd.gov>

Having made proper application therefore, and upon compliance with all applicable laws and regulations of the state of South Dakota, this license is hereby issued to the below named. This license remains the property of the state of South Dakota and while in possession of the person to whom issued, entitles the licensee to transact whatever business or activity is specified on this license, until this license expires or is cancelled.

ISSUE DATE: 11/29/2021

EXPIRATION DATE:

LICENSE NUMBER: 1038-0218-ST

LICENSE TYPE: Sales Tax

ISSUED TO:

D27, LLC
28288 BOATERS BLVD APT 6
HOT SPRINGS, SD 57747-7425

DISPENSARY 27

28288 BOATERS BLVD APT 6

HOT SPRINGS, SD 57747-7425

A handwritten signature in black ink that reads "Jim Terwilliger".

Jim Terwilliger
Secretary of Revenue

NON-TRANSFERABLE

BACKGROUND/DISQUALIFYING CIRCUMSTANCE STATEMENT(S)

BACKGROUND AFFIDAVIT

TO BE COMPLETED BY EACH OWNER, SHAREHOLDER, LLC MEMBER AND MANAGER, PRINCIPAL OFFICER, BOARD MEMBER, AND EMPLOYEE. Submit page 1 and 2.	
Name of Individual (please print):	Troy K. Nayman
Trade Name of Establishment: (from part 1 of application form)	D 27 LLC
Address of Establishment: (from part 1 of application form)	

Notice: This Background Investigation Form is an official document. If you provide false information on this Form and/or do not disclose all information the application asks, your license is subject to denial or revocation.	
1. Have you ever been convicted of a violent crime that was classified as a felony in the jurisdiction in which you were convicted?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
2. Have you held a cannabis establishment license or cannabis registration certificate that was: revoked by Fall River County in the last 24 months? (county-issued license) revoked by the State of South Dakota or any other State in the last 24 months? (state-issued registration certificate)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
3. Are you under the age of twenty-one?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
STOP! If YES to any of 1 through 3, you are prohibited from being an owner or employee of a cannabis establishment in Fall River County.	
4. Do you have any pending criminal charges other than traffic or moving violations?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
5. If YES to 4, please attach a separate sheet describing in detail the facts and circumstances of each charge or conviction.	

Personal Information: Unless otherwise provided by law, the personal information required is solely for identification purposes and will be treated as confidential.		
Full Legal Name (first, middle, last): <u>Troy Kenneth Nayman</u>	Primary Phone Number: <u>605-484-3831</u>	Alternate Phone Number:
List any other names you have used:		
Current residential address: <u>6728 Green DR Rapid City SD 57703</u>		
Mailing address if different from above:		
Any other states in which you have resided: <u>New Jersey, Nebraska, Colorado</u>		
Email address: <u>tnayman1@gmail.com</u>		
Do you have a current driver license? Attach copy. <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, license # <u>00550751</u> State of driver license <u>SD</u>	Date of Birth: <u>10-27-1975</u>	Social Security Number: <u>507-02-4160</u>

I hereby certify that the above information is true and correct, to the best of my knowledge and release Fall River County, its employees, contractors, volunteers, and elected officials from any liability or damage, which may result from furnishing the information requested.

Signature: [Signature] Title: Managing Member

Date: 11/23/2021

State of South Dakota)

County of Pennington) ss

Subscribed and sworn to (or affirmed) before me this 23rd of November, 2021.

Signature of Notary Public [Signature]

(SEAL)

MY COMMISSION EXPIRES My Commission Expires
July 23, 2027

South Dakota

DRIVER LICENSE



USA SD



4a LIC. NO. 00550751 4a ISS 10/13/2021
3 DOB 10/27/1975 4b EXP 10/27/2026
1 NAYMAN
2 TROY KENNETH
8 5728 GREEN DR
RAPID CITY, SD 57703-9570
9 CLASS 2 9a END NONE 10 SEX M
12 RESTRICTIONS NONE
16 HGT 5'-11" 17 WGT 220 lb 18 EYES BLU
5 DO 00550751202110131025350
DONOR

BACKGROUND AFFIDAVIT

TO BE COMPLETED BY EACH OWNER, SHAREHOLDER, LLC MEMBER AND MANAGER, PRINCIPAL OFFICER, BOARD MEMBER, AND EMPLOYEE. Submit page 1 and 2.	
Name of Individual (please print):	Tim S. Nayman
Trade Name of Establishment: (from part 1 of application form)	D27 LLC
Address of Establishment: (from part 1 of application form)	Angostola North, SUBD Tract Br, Sec 9, Twp 8, R 66 (12.92A)

Notice: This Background Investigation Form is an official document. If you provide false information on this Form and/or do not disclose all information the application asks, your license is subject to denial or revocation.	
1. Have you ever been convicted of a violent crime that was classified as a felony in the jurisdiction in which you were convicted?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
2. Have you held a cannabis establishment license or cannabis registration certificate that was: revoked by Fall River County in the last 24 months? (county-issued license) revoked by the State of South Dakota or any other State in the last 24 months? (state-issued registration certificate)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
3. Are you under the age of twenty-one?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
STOP! If YES to any of 1 through 3, you are prohibited from being an owner or employee of a cannabis establishment in Fall River County.	
4. Do you have any pending criminal charges other than traffic or moving violations?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
5. If YES to 4, please attach a separate sheet describing in detail the facts and circumstances of each charge or conviction.	

Personal Information: Unless otherwise provided by law, the personal information required is solely for identification purposes and will be treated as confidential.		
Full Legal Name (first, middle, last): <u>Timothy Steven Najman</u>	Primary Phone Number: <u>605-209-3699</u>	Alternate Phone Number: <u>605-791-4122</u>
List any other names you have used: <u>NA</u>		
Current residential address: <u>6733 Green Drive</u> <u>Rapid City SD 57703</u> Mailing address if different from above:		
Any other states in which you have resided: <u>Pennsylvania, Nebraska, New Jersey</u>		
Email address: <u>Tim@sdstreamline.com</u>		
Do you have a current driver license? Attach copy. <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, license # <u>00593732</u> State of driver license <u>SD</u>	Date of Birth: <u>02/25/1977</u>	Social Security Number: <u>507-02-4287</u>

I hereby certify that the above information is true and correct, to the best of my knowledge and release Fall River County, its employees, contractors, volunteers, and elected officials from any liability or damage, which may result from furnishing the information requested.

Signature: [Signature] Title: Partner

Date: 11/23/2021

State of South Dakota)
County of Pennington) ss

Subscribed and sworn to (or affirmed) before me this 23rd of November, 2021.

Signature of Notary Public Monae L Johnson

(SEAL)

MY COMMISSION EXPIRES: My Commission Expires
July 23, 2027

Signature

DRIVER LICENSE



USA SD



4d LIC. NO. 00592732 4a ISS 02/27/2018
3 DOB 02/25/1977 4b EXP 02/25/2023
1 NAYMAN
2 TIMOTHY STEVEN
6 6733 GREEN DR
RAPID CITY, SD 57703-9658
9 CLASS 2 10a END NONE 10b SEX M
12 RESTRICTIONS NONE
16 HGT 5'-10" 17 WGT 200 lb 18 EYES BLU
5 DO 00592732201802270310134

BACKGROUND AFFIDAVIT

TO BE COMPLETED BY EACH OWNER, SHAREHOLDER, LLC MEMBER AND MANAGER, PRINCIPAL OFFICER, BOARD MEMBER, AND EMPLOYEE. Submit page 1 and 2.	
Name of Individual (please print):	Cody B. Romey
Trade Name of Establishment: (from part 1 of application form)	D 27 LLC
Address of Establishment: (from part 1 of application form)	Angostura North Subd Tract Br, Sec 9, 0TWP 8, RG 6 (1292A)
Notice: This Background Investigation Form is an official document. If you provide false information on this Form and/or do not disclose all information the application asks, your license is subject to denial or revocation.	
1. Have you ever been convicted of a violent crime that was classified as a felony in the jurisdiction in which you were convicted?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
2. Have you held a cannabis establishment license or cannabis registration certificate that was: revoked by Fall River County in the last 24 months? (county-issued license) revoked by the State of South Dakota or any other State in the last 24 months? (state-issued registration certificate)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO
3. Are you under the age of twenty-one?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
STOP! If YES to any of 1 through 3, you are prohibited from being an owner or employee of a cannabis establishment in Fall River County.	
4. Do you have any pending criminal charges other than traffic or moving violations?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
5. If YES to 4, please attach a separate sheet describing in detail the facts and circumstances of each charge or conviction.	

Personal Information: Unless otherwise provided by law, the personal information required is solely for identification purposes and will be treated as confidential.		
Full Legal Name (first, middle, last): <u>Cody Randall Romey</u>	Primary Phone Number: <u>1 (605) 484-4055</u>	Alternate Phone Number:
List any other names you have used: —		
Current residential address: <u>28280 Boaters Blvd. Hot Springs, SD 57747</u>		
Mailing address if different from above:		
Any other states in which you have resided: <u>(Military) Colorado, Tennessee, California</u>		
Email address: <u>Cody.Romey@outlook.com</u>		
Do you have a current driver license? Attach copy. <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, license # <u>00855013</u> State of driver license <u>SD</u>	Date of Birth: <u>09-02-1983</u>	Social Security Number: <u>508-15-3445</u>

I hereby certify that the above information is true and correct, to the best of my knowledge and release Fall River County, its employees, contractors, volunteers, and elected officials from any liability or damage, which may result from furnishing the information requested.

Signature: [Signature] Title: Member

Date: 11-23-21

State of South Dakota)

County of Pennington) ss

Subscribed and sworn to (or affirmed) before me this 23rd of November, 2021.

Signature of Notary Public: Monae L. Johnson

(SEAL)

MY COMMISSION EXPIRES: My Commission Expires
July 23, 2027

Signature
USA SD

DRIVER LICENSE



4d LIC NO. 00855013 4e ISS 12/11/2020
3 DOB 09/02/1983 4b EXP 09/02/2025
1 ROMEY
2 CODY RANDALL
8 25288 BOATERS BLVD
HOT SPRINGS, SD 57747-7423
9 CLASS 1 9a END NONE 9b SEX M
12 RESTRICTIONS NONE
16 HGT 6'-02" 17 WGT 250 lb 18 EYES BLU
5 DO 00855013202012111112100

BACKGROUND AFFIDAVIT

TO BE COMPLETED BY EACH OWNER, SHAREHOLDER, LLC MEMBER AND MANAGER, PRINCIPAL OFFICER, BOARD MEMBER, AND EMPLOYEE. Submit page 1 and 2.	
Name of Individual (please print):	Karen Romey
Trade Name of Establishment: (from part 1 of application form)	Dispensory 27 (D-27 LLC)
Address of Establishment: (from part 1 of application form)	Angostora North Subd Tract Br, Sec 9, TWP 8, RG 6 (12.92A)
Notice: This Background Investigation Form is an official document. If you provide false information on this Form and/or do not disclose all information the application asks, your license is subject to denial or revocation.	
1. Have you ever been convicted of a violent crime that was classified as a felony in the jurisdiction in which you were convicted?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
2. Have you held a cannabis establishment license or cannabis registration certificate that was: revoked by Fall River County in the last 24 months? (county-issued license) revoked by the State of South Dakota or any other State in the last 24 months? (state-issued registration certificate)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
3. Are you under the age of twenty-one?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
STOP! If YES to any of 1 through 3, you are prohibited from being an owner or employee of a cannabis establishment in Fall River County.	
4. Do you have any pending criminal charges other than traffic or moving violations?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
5. If YES to 4, please attach a separate sheet describing in detail the facts and circumstances of each charge or conviction.	

Personal Information: Unless otherwise provided by law, the personal information required is solely for identification purposes and will be treated as confidential.		
Full Legal Name (first, middle, last): Karen Eileen Roney	Primary Phone Number: 605-430-8783	Alternate Phone Number:
List any other names you have used: Karen Nayman, Karen Bentley		
Current residential address: 28288 Boaters Blvd. Hot Springs, SD 57747		
Mailing address if different from above: -		
Any other states in which you have resided: Nebraska, Montana		
Email address: romeykb@outlook.com		
Do you have a current driver license? Attach copy. <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, license # _____ State of driver license _____	Date of Birth: 5-19-1952	Social Security Number: 507-70-6586

I hereby certify that the above information is true and correct, to the best of my knowledge and release Fall River County, its employees, contractors, volunteers, and elected officials from any liability or damage, which may result from furnishing the information requested.

Signature: Karen E. Roney Title: Member
Date: 11-23-2021

Date: 11-23-2021

State of South Dakota)
) ss
County of Pennings)

Subscribed and sworn to (or affirmed) before me this 23rd of November, 2024.

Signature of Notary Public Monae L. Johnson

(SEAL)

MY COMMISSION EXPIRES: My Commission Expires
July 23, 2027

[Signature]
USA SD

DRIVER LICENSE



1d LIC. NO. 00216344 4a ISS 06/03/2021
3 DOB 05/19/1952 4b EXP 05/19/2026
1 RONEY
2 KAREN EILEEN
8 28288 BOATERS BLVD LOT 6
HOT SPRINGS, SD 57747-7425
9 CLASS 2 9a END NONE
12 RESTRICTIONS NONE
16 HGT 5'-07" 17 WGT 198 lb 18 EYES HAZ
5 DO 00216344202106031706431

Karen Roney

VOGNOR



FORM E

South Dakota Medical Cannabis Program LOCAL GOVERNMENT COMPLIANCE CERTIFICATION

The purpose of this form is to collect the necessary information from applicants who seek a medical cannabis establishment registration certificate pursuant to ARSD 44:90:03:10 and ARSD 44:90:03:11

SECTION I. Establishment Information

Please provide the following information for the prospective medical cannabis establishment. For each establishment you are certifying within your jurisdiction, please provide a separate local government compliance certification form.

Legal Business Name D 27, LLC		Type of Establishment(s) <input type="checkbox"/> Cultivation <input type="checkbox"/> Manufacturing <input checked="" type="checkbox"/> Dispensary <input type="checkbox"/> Testing	
Establishment Physical Address Tract BR Angostura North Sub Sec 9 Twp 8S Rng 6E Fall River		Apartment or Suite #	
City Hot Springs	County Fall River	State South Dakota	ZIP Code 57747

SECTION II. Ordinance Compliance

- Are there Ordinances limiting the number of medical cannabis establishments within the jurisdiction?
Yes ☒ (Go to question 2)
No ☐ (Go to question 4)
- How many of each establishment type are allowed by ordinance in the jurisdiction?
 - Cultivation _____
 - Manufacturing _____
 - Testing _____
 - Dispensary 1
- When was the effective date for this ordinance?
Effective Date 10/05/2021
- Are there Zoning ordinances in effect relating to medical cannabis establishments?
Yes ☒ (Go to question 5)
No ☐ (Go to question 6)
- Is the proposed location in compliance with zoning ordinances pertaining to medical cannabis? Yes ☐ No ☒
- Does the jurisdiction require the applicant to obtain any local permits, licenses, or registrations pertaining to medical cannabis?
Yes ☒ (Go to question 7)
No ☐ (Sign and certify this form)
- Has the applicant obtained the required local permits, licenses, or registrations pertaining to medical cannabis? Yes ☒ No ☐

SECTION III. Attachments

Please attach all ordinances related to medical cannabis with this form. If submitting multiple local government compliance certification forms, only attach local ordinances once.

SECTION IV. Certification

I certify that the above-mentioned medical cannabis establishment meets all applicable jurisdiction requirements.

Full Name (Printed) Joe Falkenburg	Title County Commission Chairman	Jurisdiction Fall River County
Full Name (Signature)		Date

DATE: DECEMBER 2021

NAME: D27, LLC

RE: CANNABIS DISPENSARY WAIVER

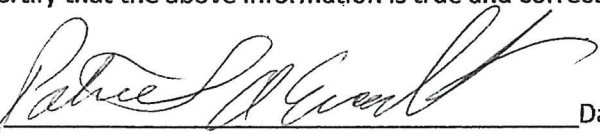
I , PATRICK A. EWALT, 27863 HWY 385, HOT SPRINGS, SD

UNDERSTAND THAT D27, LLC HAS SUBMITTED AN APPLICATION TO THE FALL RIVER COUNTY
COMMISSION TO OBTAIN A CANNABIS DISPENSARY BUSINESS THAT WILL BE LOCATED ADJACENT TO MY
PROPERTY.

amended
I UNDERSTAND THAT ORDINANCE #2021-01, SUBSECTION **LOCATION.07 (V.)** STATES THE DISPENSARY
SHALL NOT BE LOCATED WITHIN 1,000 FEET OF A RESIDENCE.

I UNDERSTAND AND WITH THIS DOCUMENT I AM PROVIDING A WAIVER TO D27, LLC FOR THE PURPOSE
OF LOCATING A CANNABIS DISPENSARY THAT WILL BE LOCATED WITHIN 1000 FEET OF MY PROPERTY.

I hereby certify that the above information is true and correct.

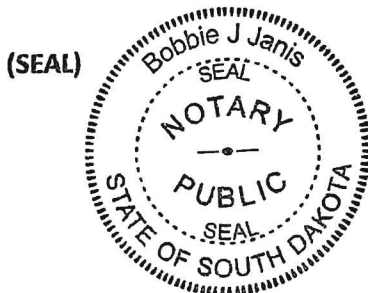
Signature:  Date: 12-14-21

State of South Dakota

County of Fall River

Subscribed and sworn to (or affirmed) before me this 14th of December, 2021

Signature of Notary Public 



MY COMMISSION EXPIRES: May 18, 2027

**SWORN AFFIDAVIT STATEMENT OF AUDITOR'S OFFICE STAFF FOR THE PURPOSE
OF PROVIDING INFORMATION TO INTERESTED PARTIES REGARDING MEDICAL
CANNABIS APPLICATION(S) AND DECEMBER 1, 2021 DEADLINE.**

I, Bobbie J Janis, the representative of Fall River/Oglala Lakota Counties Auditor's Office, do hereby affirm that I personally called all the individuals who expressed interest in applying for a Medical Cannabis license to inform them that the application was available to be handed out to them in person from the Auditor's Office or sent by mail to them on Friday, November 12, 2021. During the conversation, I made sure that each interested party knew of the December 1, 2021 deadline to turn in the application was passed by the Commissioners. I believe that I mentioned that aspect at least 2 times with each person contacted. Please see attached for the notes that I made during each conversation. I made sure that the individuals that asked for applications were mailed to them on November 12, 2021 so that they would receive them in plenty of time to get them filled out and returned by the deadline.

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING INSTRUMENT ARE TRUE AND CORRECT.

Dated this 9th day of December, 2021
Fall River / Oglala Lakota Co Auditor's Office

Name of Organization

Election Admin. Assistant

Title of Person Signing

Bobbie J Janis

Signature

ACKNOWLEDGEMENT

STATE OF SoDak)

)SS

COUNTY OF Fall River)

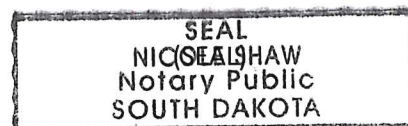
Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 9th day of December, 2021

[Signature]

Notary Public Signature

My Commission Expires: 2-23-2022



Fall River County

Bill Rentz

605-390-2343

Called & mailed app.
11-12-2021

1021 Alta Vista Dr
Rapid City, SD
57701

Called Cannabis

Dustin

Atchley

~~605-788-1234~~

891/959

Called
11-12-2021
picked
up app
11-12-2021

Tim Hughes

timothy_m_hughes@FR
hotmail.com

303 859 9292

medical marijuana
sent app in an email
11-12-2021

Oglala Lakota
Jason Zeitaw:

Oglala Lakota

605-585-9081

605- 585- 9081

Wants License application

— Did we also contact
this person?

cannabis

Dean Yellowbird
Steele

51 Northridge Loop
57770

PO Box 1523

PR SD 57770

~~605-585-9081~~

605-585-9081

JAY

Call when Approved
called 11-12-2021
Sent 2 applications



Auditor Office <aud@frcounty.org>

Medical Cannabis application

1 message

Bobbie Janis <election@frcounty.org>
To: timothy_m_hughes@hotmail.com

Fri, Nov 12, 2021 at 3:46 PM

Tim,

Please find the medical cannabis application attached. Please also let me know that you received it and that you were able to open the attachment.

Bobbie J Janis

Elections Administrative Assistant

FALL RIVER & OGLALA LAKOTA COUNTIES

906 N River Street

Hot Springs, SD 57747

(605) 745-5130



FR Cannabis application.docx
66K

*Emailed application
to another individual. SB
All applications + notice of
12/1/21 deadline done on
11/12/21*

LEGALS

Proceedings

Fall River County Approved Minutes of November 4, 2021.

The Fall River Board of County Commissioners met in regular session on November 4, 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 as written.

Motion made by Greenough, seconded by Allen, to approve the minutes for October 21, 2021.

Motion made by Russell, seconded by Cope, to approve the pay raise for Lynn Two Bear, 6-month evaluation, \$16.00 to \$18.00, effective October 21, 2021, as per union contract.

Motion made by Russell, seconded by Cope, to approve travel for Dave Weishaupl to attend Safety Benefits Conference in Pierre and to pick up the heater/air conditioner in Huron, from Federal Surplus Property.

Motion made by Greenough, seconded by Cope, to approve setting a hearing for 2022 Liquor Licenses on November 18, 2021 meeting at 9:30 a.m.

Motion made by Greenough, seconded by Allen, to approve sending a letter to Doug Kinniburgh, Local Government Engineer, SD DOT, on status of SD471 Provo to Igloo project and have the entire Board sign.

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

Fall River County Resolution #2021-61

A Plat of Currie Tract of Country View Subdivision, located in the NW1/4NE1/4 Section 34, T7S, 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 4th day of November, 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 Russell, to approve the following resolution, pending a signature from the South Dakota Department of Transportation:

Fall River County Resolution #2021-62

A Plat of Schultz Tract 1 and Schultz Tract 2, located in the SW1/4 of Section 20 and in the N1/2NW1/4 of Section 29, T8S, R3E, BHM, Fall River County, SD formerly Heidebrink Tract A1, the remainder of Heidebrink Tract A, and the remainder of Heidebrink Tract B

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 4th day of November, 2021.

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

Attest:
/s/Sue Ganje
Fall River County Auditor

Sue Ganje, Auditor, met with the board to present a follow-up on the Safety Benefit's Improvement Recommendation from the 10-6-21 Property Survey. Storage building - trees have been cut down and repairs made to the gutters; Courthouse - the boiler had been inspected on April 20, 2021 and the certificate has been requested for the file; Edgemont Highway Shop - a tree needs to be removed, with a target date of 2-1-22 to be completed, and Ardmore Hwy Shop

Dakota State University continue to use NASS data, even though many years there is not "reliable, replicable [NASS] data for every county every year"; and

WHEREAS, USDA NASS data is not certified by the agricultural producer under penalty of perjury; and

WHEREAS, the South Dakota Department of Revenue "statistically calculates" where there is no NASS crop and non-crop data from a County; and

WHEREAS, the "statistical calculation" resulted in revenue per acre in Pennington County doubling from \$73.37 in 2016 to \$146.91 in 2017; and

WHEREAS, Governor Dennis Daugaard declared a state of emergency because of drought in Butte, Custer, Fall River, Haakon, Harding, Hughes, Jackson, Jones, Lawrence, Meade, Pennington, Perkins and Stanley Counties in 2016; and

WHEREAS, the Pennington County Commission declared a drought disaster in 2017; and

WHEREAS, the South Dakota Department of Revenue used data from USDA NASS District 40 to "statistically calculate" the doubling of Pennington County's revenue per acre in 2017; and

WHEREAS, USDA NASS District 40 stretches from the Wyoming border to the Missouri River, including Lawrence, Pennington, Meade, Haakon, Jackson and Stanley Counties; and

WHEREAS, during the 2015 Legislative Session, Dr. Matthew Elliott of South Dakota State University presented the results of a study funded by the South Dakota Legislature to evaluate property tax inequities and potential reforms; and

WHEREAS, Dr. Elliott's study found that changing "highest and best use" to "most probable use" would likely reduce statewide agricultural land assessments from \$52 billion to \$46 billion; and

WHEREAS, Dr. Elliott's study determined that the "most probable use" reforms would likely result in most of the \$6 billion in assessment reductions in western South Dakota; and

WHEREAS, Dr. Elliott's recommended "most probable use" method would add additional data to capture dimensions of "financial feasibility"; and

WHEREAS, Corson, Custer, Fall River, Jackson, Jones, Lyman, Pennington, Perkins and Stanley Counties in western South Dakota are composed of nearly one million acres of National Grasslands that were bought by the Federal Government in the 1930's to end the dust bowl by returning these lands to "grassland agriculture" and eliminating farming of these submarginal lands; and

WHEREAS, the South Dakota Department of Revenue currently classifies land adjoining these National Grasslands with similar soils as cropland for the purposes of "highest and best use" and taxes these lands as the much higher assessed cropland; and

WHEREAS, Dr. Elliott's study found that most of the above-mentioned counties in western South Dakota would realize a 50% reduction in agricultural land assessments if the "most probable use method" reforms were adopted; and

WHEREAS, the South Dakota Ag Land Task Force did not adopt or further consider Dr. Elliott's recommended property tax reforms; and

WHEREAS, South Dakota Representative Trish Ladner has introduced Draft Bill 50 for the upcoming 2022 Legislative Session that designates land that has not been cropped for at least 20 years as non-cropland for purposes of property taxation.

NOW, THEREFORE, BE IT RESOLVED, that the Fall River County Commission respectfully requests that Governor Kristi Noem meet publicly with western South Dakota County Commissioners for the purpose of addressing the profound inequities in the South Dakota agricultural property tax system prior to the 2022 South Dakota Legislative Session.

BE IT FURTHER RESOLVED, that the Fall River County Commission respectfully requests the South Dakota Legislature adopt the property tax reform legislation Draft Bill 50 proposed by State Representative Trish Ladner.

BE IT FURTHER RESOLVED, that the Fall River County Commission respectfully request that the South Dakota Legislature draft and adopt legislation to implement Dr. Elliott's 2015 property tax reform proposals.

BE IT FURTHER RESOLVED, that the Fall River County Commission respectfully requests that the South Dakota Legislature draft and adopt legislation to incorporate USDA RMA crop production data that North Dakota has already incorporated, into South Dakota property tax productivity system for the purpose of having actual, verifiable production assessment data to ensure the taxpayers of South Dakota that the property tax system has integrity, veracity, and thus, equity and uniformity.

Motion passed and Resolution #2021-60 adopted this 4th day of November, 2021.

/s/Joe Falkenburg, Chairman
/s/Deborah Russell, Vice-Chairwoman
/s/Joe Allen, Commissioner
/s/Les Cope, Commissioner
/s/Heath Greenough, Commissioner

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

With Resolution #2021-60 as amended, all others voting yes, motion

Dated this 4th day of November, 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 Russell, to approve the following resolution, pending a signature from the South Dakota Department of Transportation:

Fall River County Resolution #2021-62

A Plat of Schultz Tract 1 and Schultz Tract 2, located in the SW1/4 of Section 20 and in the N1/2NW1/4 of Section 29, T8S, R3E, BHM, Fall River County, SD formerly Heidebrink Tract A1, the remainder of Heidebrink Tract A, and the remainder of Heidebrink Tract B

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 4th day of November, 2021.

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

Attest:
/s/Sue Ganje
Fall River County Auditor

Sue Ganje, Auditor, met with the board to present a follow-up on the Safety Benefit's Improvement Recommendation from the 10-6-21 Property Survey. Storage building - trees have been cut down and repairs made to the gutters; Courthouse - the boiler had been inspected on April 20, 2021 and the certificate has been requested for the file; Edgemont Highway Shop - a tree needs to be removed, with a target date of 2-1-22 to be completed, and Ardmore Hwy Shop - damaged wiring and conduit was replaced on the day of the survey.

Motion made by Russell, seconded by Greenough, to approve the Transcendent Technologies Software License Agreement with the county for Auditor and Treasurer revenues, contingent upon further State's Attorney review.

The Board complemented the maintenance department on the front steps to the building.

Lance Russell, State's Attorney, met with the board. Motion made by Greenough, seconded by Allen, to set the deadline for requesting medical cannabis license application(s) for December 1, 2021.

The Hearing on sealed bids for a 3-year land lease, 240 acres in SE1/4, Section 19, W1/2SW1/4, Section 20, all in Township 8 South of Range 3 East, BHM, Fall River County, South Dakota was held. Ben and Becky Reutter submitted a bid for \$1,200.00.

Motion made by Russell, seconded by Allen, to accept the only bid from Ben and Becky Reutter, PO Box 140, Edgemont, SD, 57735, in the amount of \$1,200.00 annually, for the 3-year land lease on 240 acres in SE1/4, Section 19, W1/2SW1/4, Section 20, all in Township 8 South of Range 3 East, BHM, Fall River County, South Dakota.

The Board reviewed a resolution presented by the State's Attorney. Motion made by Greenough, seconded by Allen, to approve the following resolution, contingent upon the approval of the Ag Value Committee:

Resolution #2021-60

Fall River County Property Tax Reform Resolution

WHEREAS, the Constitution of the State of South Dakota requires that property be taxed in an equal and uniform manner in proportion to its value; and

WHEREAS, South Dakota's market value agricultural property tax system did not allow the vast majority of market sales to be used in assessment calculations for determining property taxation in an equal and uniform manner in proportion to its value; and

WHEREAS, the South Dakota State Legislature evaluated and studied the North Dakota agricultural property tax system that based agricultural property taxation on the ability of the land to produce agricultural products; and

WHEREAS, South Dakota Legislature adopted the North Dakota agricultural property tax system concepts that required agricultural land to be assessed on the basis of the productivity and the annual earning capacity of the agricultural land; and

WHEREAS, both North Dakota and South Dakota thereafter used United States Department of Agriculture National Agricultural Statistics Service (NASS) data to establish agricultural land productivity and annual earning capacity; and

WHEREAS, Dr. Burton Pfueger of South Dakota State University Department of Economics spear-headed the implementation of the new South Dakota agriculture land productivity taxation system; and

WHEREAS, Dr. Pfueger stated at the July 25, 2013 South Dakota Legislative Ag. Land Task Force Committee that the data needed to be "reliable, replicable data for every county every year"; and

WHEREAS, NASS statistical standards for publishing county data were not being met in 2012, so the State of North Dakota and North Dakota State University began utilizing United States Department of Agriculture Risk Management Agency (RMA) data to acquire enough data to have statistical integrity in calculating agricultural land productivity and annual earning capacity; and

WHEREAS, USDA RMA data is certified by the agricultural producer under penalty of perjury; and

WHEREAS, the South Dakota Department of Revenue and South

WHEREAS, the South Dakota Ag. Land Task Force did not adopt or further consider Dr. Elliott's recommended property tax reforms; and

WHEREAS, South Dakota Representative Trish Ladner has introduced Draft Bill 50 for the upcoming 2022 Legislative Session that designates land that has not been cropped for at least 20 years as non-cropland for purposes of property taxation.

NOW, THEREFORE, BE IT RESOLVED, that the Fall River County Commission respectfully requests that Governor Kristi Noem meet publicly with western South Dakota County Commissioners for the purpose of addressing the profound inequities in the South Dakota agricultural property tax system prior to the 2022 South Dakota Legislative Session.

BE IT FURTHER RESOLVED, that the Fall River County Commission respectfully requests the South Dakota Legislature adopt the property tax reform legislation Draft Bill 50 proposed by State Representative Trish Ladner.

BE IT FURTHER RESOLVED, that the Fall River County Commission respectfully request that the South Dakota Legislature draft and adopt legislation to implement Dr. Elliott's 2015 property tax reform proposals.

BE IT FURTHER RESOLVED, that the Fall River County Commission respectfully requests that the South Dakota Legislature draft and adopt legislation to incorporate USDA RMA crop production data that North Dakota has already incorporated, into South Dakota property tax productivity system for the purpose of having actual, verifiable production assessment data to ensure the taxpayers of South Dakota that the property tax system has integrity, veracity, and thus, equity and uniformity.

Motion passed and Resolution #2021-60 adopted this 4th day of November, 2021.

/s/Joe Falkenburg, Chairman
/s/Deborah Russell, Vice-Chairwoman
/s/Joe Allen, Commissioner
/s/Les Cope, Commissioner
/s/Heath Greenough, Commissioner

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

With Russell voting no on procedure, all others voting yes, motion carries.

Susie Hayes, Director of Equalization, met with the board to advise that the Vanguard Appraisal Software will need to be renewed by the end of the year to get better pricing; this will be brought to an upcoming meeting. Discussion was also held on moving forward with a better ag land protocol due to the new agriculture law. Hayes discussed a few options, but would like State's Attorney Russell to also review those options for his opinion. Hayes also recommended contacting the Department of Revenue for their interpretation of the new law.

Brett Blessing, Highway Foreman, met with the board. Motion made by Allen, seconded by Russell, to approve the Northern Truck Equipment Corp. quote for a Monroe 8JRWMBTW 8' Mid Mount Wing, \$14,925.00 and a Monroe MP48R11-ISCT 11' snowplow, \$12,395.00, total of snowplow attachments, for a complete total of \$27,320.00. Motion passes by roll call vote.

Motion made by Greenough, seconded by Russell, to approve hiring Samuel Costa, Heavy Equipment Operator, \$17.05 per hour, effective November 8, 2021, as per union contract.

Fuel quotes were presented as follows:
10/18/2021 Fuel Quotes - 8,000-Gal #2 Dyed Diesel
Nelson's Oil & Gas: \$2.94/gallon; MG Oil: No Bid; Hi-D-Way: No Bid

Motion made by Russell, seconded by Allen, to approve the low and only bid from Nelson's Oil and Gas at \$2.94 per gallon, for 8,000 gallons of gasoline, for a total amount of \$23,520.00.

Motion made by Allen, seconded by Greenough, to approve the Golden West Application for permit to occupy County Highway R-O-W, from an existing vault at the intersection of Angostura Road and Killdeer Road to north approximately 275 feet to the property south property line of 13399 Waterview Rd.

Blessing updated the board that they have been working on road; that the Burdock - Dewey Bridge project is underway, and that the new heater is not hooked up yet at the Ardmore Shop yet. The board agreed that overtime will be paid to Blessing as needed, and further discussion was held on waiting on trucks to be repaired. Discussion was also held on PI in the gravel and need for less fractured rock, along with noting the need to get a few roads back to '22 feet.

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

General Fund: American Family Assurance, American Family Assurance, \$510.42; Amazon Capital Services, Supply, \$896.44; A-Z Shredding Inc, Shredding, \$54.44; Beesley Law Office, Caaf/ Mi, \$1,336.35; Brumbaugh & Quandahl, P.C., Garnishment, \$36.36; Black Hills Energy, Utility Power Electric, \$4,451.87; Bomgaars Supply, Supply, \$37.94; Boston Mutual Life Ins Co, Life Insurance, \$32.76; Cameron, George, Miller, Michael/Cri2, \$141.05; Credit Collection Bureau, Collections, \$604.18; Delta Dental Plan Of SD, Delta Dental, \$2,494.60; Eftps, Eftps Payroll Taxes, \$40,714.82; En-Tech Lic, Fumigation, \$410.00; Executive Mgmt Finance, Bit Network Fees, \$73.25; Dude Solutions, Inc., Gis Support Contract, \$313.85; Fall River Health Service, Inmate Medical, \$343.70; Farrell, Farrell & Ginsbach, Caaf, \$7,205.17; Schmidt, Stacy, Travel Reimbursement, \$60.00; Golden West Technologies, Service/Network/Server, \$5,178.04; Heavy Highway Fringe, Insurance Fees, \$615.00; Hot Springs Ace Hardware, Supply, \$195.27; Hot Springs Automotive, Supply, \$36.50; Iowa Laborers District, Health Insurance, \$20,669.00; Kluck, Bill, Reimbursement, \$138.600; Liuna Laborers Local 620, Union Dues, \$325.00; Ladner, Patricia, Reimbursement, \$116.01; Lynns Dakotamart, Supply, \$45.12; Lynn, Jackson, Shultz,

Conte
\$4,332
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Lycos
Cards,
Child
Relian
\$49.95
Inc, S
\$4,890
Labor
Octobr
\$399.2
911
Americ
Collect
\$418.3
Techni
Unifor
Fees, \$
Liuna
Credit
\$168.C
System
Plan,
Overti
\$40,31
Eme
Golder
Master
SDRS
\$83.90
\$5,140
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Consulting Agreement

Agreement between Ronald Haugen and Dwight Aakre, the consultants, and Fall River/Oglala Lakota County, South Dakota (Lance Russell), the client.

Term: January and February, 2022

Services: To compare the North Dakota Agricultural Land Valuation Model to the South Dakota Agricultural Land Valuation Model. A comparison of the models is to be done to compare the models and point out the differences, not take sides. A report shall be given to the client upon completion.

Compensation: \$40/hour. It is estimated 80 hours of work.

Modification: This contract cannot be modified unless agreed upon between both parties.

Applicable Law: This agreement will be governed by the laws of South Dakota.

HOT SPRINGS, SOUTH DAKOTA 57747

FALL RIVER COUNTY, SOUTH DAKOTA

Name of Claimant: Fall River County Highway Department

P.O. Box 939

Hot Springs, S.D. 57747

Date: 12-08-2021

COURT HOUSE ...FUEL/GAS PURCHASES :

(All Departments)

FROM DATE: 11-01-2021

THROUGH DATE: 11-30-2021

GALLONS: 69.50

TOTAL: \$ 191.34

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

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

Date: 12-08-2021
SHERIFF'S DEPARTMENT GAS PURCHASES:
FROM DATE: 11-01-2021
THROUGH DATE: 11-30-2021
TOTAL GALLONS: 970.00
TOTAL: \$ 2670.56

FRC HWY: KM

HOT SPRINGS, SOUTH DAKOTA 57747

FALL RIVER COUNTY, SOUTH DAKOTA

Name of Claimant: Fall River County Highway Department

P.O. Box 939

Hot Springs, S.D. 57747

Date: 12-08-2021

WEED BOARD FUEL PURCHASES:

FROM DATE: 11-01-2021

THROUGH DATE: 11-30-2021

GALLONS: 69.80

TOTAL: \$ 192.17

FRC HWY: km

[EXT] Argentine Road Structure Replacement, PCN 075T

Daniel Cichosz <danielc@broszengineering.com>

Fri 12/10/2021 8:32 AM

To: 'frchwydept@gwtc.net' <frchwydept@gwtc.net>; Ganje, Sue <Sue.Ganje@state.sd.us>

Cc: Muldoon, Erin <Erin.Muldoon@state.sd.us>; Josh Hertel <joshh@broszengineering.com>; Jason Hanson <jasonh@broszengineering.com>

📎 1 attachments (40 KB)

WPR #3 PCN 075T.pdf;

Randy,
Please see attached bi-weekly progress report number 3.
Let us know if you have any questions.

Thank you,



DANIEL CICHOSZ, PE

3561 Whitewood Service Road

Sturgis, SD 57785

📞 (605) 347-2722

🌐 www.broszeng.com

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APPENDIX B

Bi-Weekly Progress Report

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

Bi-Weekly Progress Report No. 3

Project No.	BRO 8024(00)19-1	PCN	075T	Period Ending	December 10th,	20	21
County	Fall River			Contract Time	June 21 st , 2021		
Type of Work	Structure Replacement			Working Days This Period	8		
Prime Contractor	Grangaard Construction Inc.			Working Days to Date	14		
				Percent Complete	16.8%		

WORK IN PROGRESS THIS PERIOD

Grangaard Construction – Tied bent cap steel and abutment steel.
Stripping topsoil in the temporary easement and also placed 120 ft of wattles along temporary crossing.
Working on building the embankment up on abutment number 1. Cut abutment number 3 to grade.
Began tying steel for the first drilled shaft.

General Comments Mild temperatures in the 5th week, colder temperatures in the 6th week. Heavy snow began on 12/9 around 4:30 pm and continued into the afternoon on 12/10.

Contractor Working (Indicate after each: 1-1st Week; 2-2nd Week; 3-Both Weeks **E** if contractor/sub is Exempt - i.e., 1E,2E)

Grangaard Construction Inc. – 5th Week & 6th Week	Work Started: 11/5/2021
	Work Suspended: _____
	Work Resumed: _____
	Field Work Completed: _____

Day	Date	Working Day No.	Weather and Comments	Temperature	
				High	Low
Sunday	11/28/2021				
Monday	11/29/2021		No Work on site.	64	35
Tuesday	11/30/2021	7	Tying cap steel	54	35
Wednesday	12/1/2021	8	Finished tying cap steel	67	39
Thursday	12/2/2021	9	Tying abutment steel	68	41
Friday	12/3/2021	10	Tying abutment steel	53	27
Saturday	12/4/2021				
Sunday	12/5/2021				
Monday	12/6/2021	11	Finished abutment steel, removed topsoil	31	19
Tuesday	12/7/2021	12	Building embankment on abutment #1 and cut abutment #3	36	17
Wednesday	12/8/2021	13	Tying drilled shaft steel	52	26
Thursday	12/9/2021	14	Tying drilled shaft steel & building embankment on abut. #1	39	22
Friday	12/10/2021		No Work (Snow day)	29	1
Saturday	12/11/2021				

Daniel Cichosz

Prepared by

APPENDIX B

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Friday	12/10/2021		No Work (Snow day)	29	1
Saturday	12/11/2021				

Daniel Cichosz

Prepared by



Administration Program

Local Government Assistance Office

700 East Broadway Avenue

Pierre, SD 57501-2586

O: 605.773.2995 | F: 605.773.4870

dot.sd.gov

December 9, 2021

Joe Falkenburg
Chairman, Fall River County Commission
906 North River St.
Hot Springs, South Dakota, 57501

RE: P 0043(00), PCN 049U, Fm SD471 to Provo W and NW to Igloo

Dear Chairman Falkenburg:

In response to your letter dated November 4, 2021 and request for assistance in developing an infrastructure plan of action for the above referenced project, I would like to offer the following project status update:

Project is tentatively scheduled for a September 21, 2022 letting. Final plans for release of Right-Of-Way (ROW) acquisition were received and approved by DOT this last September. Several meetings have occurred this past month with DOT appraisers familiarizing themselves with the plans and proposed work and have begun to contact local property owners and conducting the appraisals of the property that will be affected. Currently, we anticipate completing the property valuations by February 2022 and then information will be passed on to ROW negotiators to obtain required easements and property acquisition agreements with the property owners. The length of time to complete this process is highly dependent on the willingness of the property owners to communicate and negotiate but I would anticipate that another status update can be provided by middle of March on how that process is coming along. If all is complete or near complete at that time, the letting could be advanced.

If you have any questions please call this office at 605.773.4284.

Sincerely,

A handwritten signature in black ink, appearing to read 'Doug Kinniburgh'.

Doug Kinniburgh
Local Government Engineer

Enclosures

cc: File, Randy Seiler, Joel Gengler, Wade Dahl



Auditor Office <aud@frcounty.org>

Phase two taxes

1 message

Joe Falkenburg <joefalkenburg@hotmail.com>

Thu, Dec 9, 2021 at 8:01 AM

To: Auditor Office <agenda@frcounty.org>

The Fall River county commissioners are working on a resolution to address the increase in property valuations that increases property values for residents of fall River county. The recent increase in the cost of housing in fall River county due to the exaggerated prices that new residents are paying has affected the valuation of all the houses in fall River county. We are not the only county affected by the rising cost of housing. Would you be willing to support a bill to address this exaggerated valuation issue? Thank you. Joe Falkenburg, Chair. Fall River County Commission

Get [Outlook for iOS](#)

Our County has experienced a drastic increase in the valuation of property, with an influx of people purchasing houses and other property in our County. While this has been beneficial for the economy of our County, it has a deleterious outcome in regard to property valuations. In recent years, the method used to calculate the value of property changed from requiring all purchases to be used in the calculation of the property value. Previously, the atypical values, both high and low, were not utilized.

Presently, all values are used in the computation of property values. This means, if we are to stay in the 80 to 100% dictated by the State, these new, and inflated values, will have a very deleterious effect on the valuation of home and property owners.

The problem lies with our Schools receiving approximately 50% of all taxes collected. Thus, as these values go up, our County, necessarily, can lower our Mill Levy, but the Schools will continue with the State mandated levels and be forced to ask for the maximum taxes received.

One solution to this dilemma would be to continue to throw out the atypical transactions, and, although there is the ability to have property taxes frozen for those over 65, there are many younger people who may work from home or working multiple jobs, who are caught in this squeeze of spiraling property tax increases.

The State of South Dakota is seeing a rapid increase in population in different areas. This must be a Statewide problem.

Please support our endeavors to lower these spiraling tax values at the State level.

**COUNTY OF FALL RIVER
STATE OF SOUTH DAKOTA**

County Commission Meeting – September 5th, 2006

COUNTY ORDINANCE NO. 2006 - 01

**FOR AN ORDINANCE ENTITLED,
RENAMING ROADS**

BE IT ORDAINED that the Fall River County Commission hereafter referred to as “Commission” continues to believe a process for changing road names needs to exist.

NOW, THEREFORE. It is ordained by the Fall River County Commission:

THAT a process be established to provide guidelines for the changing of road names within Fall River County.

SECTION ONE

1. Proper names of residents will not be used.
2. All residents addressed from the road will be contacted and sign a written agreement so authorizing the name change.
3. Upon complete agreement, a letter of petition will be presented to the Commission for final approval. If necessary a public hearing with the Commission will be set forth and all affected parties will be notified of the time and place.

SECTION TWO

1. The requesting resident/party will be responsible for contacting all affected residents.
2. The requesting resident/party will verify that the proposed road name is not in use, and is acceptable to all affected.
3. The requesting resident/party will be responsible for all costs incurred for signs, labor to replace existing signs and administrative costs associated with the road name change. (These charges will be contingent upon approval)

4. This procedure will occur only during the month of April each year. The Commission meets twice during April, and all appropriate/required paperwork, etc. will be completed and presented during one of the meetings in April. The County Auditor's Office will be contacted for scheduling a time during one of the meetings for the letter of petition to be presented.

SECTION THREE

This ordinance shall be in effect until rescinded by the Commission.

Adopted on this 5th day of September, 2006.

Glen Reaser, Chairperson

Michael P. Ortner, Commissioner

Joe Falkenburg, Commissioner

ATTEST:

Sue Ganje, County Auditor

First Reading: August 1, 2006

Second Reading: September 5, 2006

Publication Date: _____

Road Naming Procedure

Road names for the 911 system will be applied to driveway/access roads which are shared by three or more residences. Newly platted roads used to access three or more lots will be named after the plat is filed with the Register of Deeds.

Exceptions may be made for the following:

- When one or more of the residences is considered to be temporary.
- When the total length of the access road/driveway is less than 800 feet and future extension of the road is unlikely.
- When all residences have a single owner and a unit or lot number system is to be used instead of separate addresses.

Road Naming

Basic Rules:

1. Names will not be personal names.
2. Names will not contain racial slurs or offensive language.
3. Names will contain less than 24 characters (this must include spaces and the designator)
4. Names must not duplicate other names in Fall River or Custer County.

Roads will be named using the following considerations:

1. Road naming themes will be adhered to whenever possible in those areas where themes have been used. New subdivisions will be required to choose unused themes for their roads.
2. If a road name theme does not exist geographic and historic names will be considered.
3. If there are no available geographic or historic names in that area a name will be chosen from the unused county road names list.

Process:

1. When a road requires a name all owners with property along that road will be contacted by mail. Owners will be informed as to the reason the road is being named and provided the proposed road name.
2. Owner will have a month to contact the 911 coordinator with either their acceptance or any issue with the proposed road name.
 - a. If owners have a valid issue with the proposed name an alternative name can be proposed.
3. Once all owners have approved a name or once the time period for response has passed the 911 coordinator will add the new road to the 911 system.
4. Addresses based on this new road will be assigned to all buildings along said road.
5. Letters indicating address changes will be supplied to all landowners to whom that applies.

In the case of a road that was named on a plat a resolution from the county commissioners or city council is required and must be filed with the Register of Deeds. This step takes place between steps 3 & 4 above.

The naming of a road for 911 purposes does not add that road to the county road system. The County does not take over maintenance of a road just because it is named.

As of 09/16/2021 these levies are not approved by the Department of Revenue



QUOTE

CPS Technology Solutions

3949 County Road 116
Hamel, MN 55340
Phone 763-278-9617
swise@cpsts.com

DATE: NOVEMBER 1, 2021

EXPIRATION DATE: NOVEMBER 20, 2021

TO Fall River County
906 N. River St.
Hot Springs, SD 57747
Sue Ganje
sue.Ganje@state.sd.us

SALESPERSON	JOB	PAYMENT TERMS
SW	IBM HWMA & SWMA	Due on receipt

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	IBM HWMA for Power 8 (8286-41A) SN: 00-A677W 11/20/2021 - 11/19/2022	\$1,058.02	\$1,058.02
1	IBM HWMA for TS2250 Tape Drive SN: 97-GY016 11/20/2021 - 11/19/2022	\$1,135.39	\$1,135.39
1	SWMA for IBM i 11/20/2021 - 11/19/2022	\$1,759.99	\$1,759.99
SUBTOTAL			\$3,953.40
SALES TAX			\$0.00
TOTAL			\$3,953.40

To accept this quotation, sign here and return:

M. Ganje - Auditor

THANK YOU FOR YOUR BUSINESS!

CONFIDENTIAL



Schedule for ServiceElite Acquired from an IBM Business Partner

IBM will provide the Services for the Eligible Machines and Specified Locations identified herein, as described in the referenced Attachment and any referenced SOW and Change Authorizations (CA). IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and the DPA Exhibit at <https://www.ibm.com/my-support/article/support-privacy> apply to the processing of Client's personal data by IBM on behalf of Client in order to provide IBM Services. If and to the extent (i) the European General Data Protection Regulation (E/2016/679) (GDPR); or (ii) other data protection laws identified at <http://ibm.com/dpa/dpl> apply. The complete agreement between us about these Services consists of 1) this Schedule, 2) the Attachment and any referenced SOW and CA, and 3) the Agreement in effect between us.

Name and Address of Customer:

FALL RIVER COUNTY
906 NORTH RIVER ST
HOT SPRINGS SD 57747-1309

Customer Billing Address:

AVT TECHNOLOGY SOLUTIONS LLC
AVNET INC HALLMARK DIV
A P TT400 09263
2021 LAKESIDE BLVD
RICHARDSON TX 75082-4301

Business Partner Name and Address:

AVT TECHNOLOGY SOLUTIONS LLC
AVNET INC HALLMARK DIV
A P TT400 09263
2021 LAKESIDE BLVD
RICHARDSON TX 75082-4301

Master Services Attachment Number:

0000MSA
ATOWGF

Schedule Number:

Revised Schedule:
Schedule Effective Date:
ASPD Number:

ATOWGF
No

10/28/2021
08417924

Transaction Contract Period:

Start Date:
End Date:
Renewal Contract Period:

11/20/2021
11/19/2022
0 Year(s)

Statement of Work Number:

Change Authorization Number:
Customer Number:

00856093

Automatic Inventory Increase Option Applies:

Machine Maintenance Services Option #1:
Software Services Option #2:

Price Protection Option: Opt#3 Prepay Price Protection
N N

The Parties need not sign this Schedule, unless either of us requests it.

Agreed to:

By:

Name (type or print):

Date:

Authorized signature

Suzanne

12-3-21

Agreed to:

By:

Name (type or print):

Date:

International Business Machines Corporation

Authorized signature



Schedule for ServiceElite Acquired from an IBM Business Partner

--Eligible Machine Description-- A Machine is only considered "Eligible" if it is operational and in conformance with its official published specifications on the contract start date.
Reinstating Maintenance Services after a lapse in Services may require payment of additional charges.

Specified Location	Mfrgr	Mach Type	Mod	Order/ Serial	Related Order/ Serial	Qty	Service Level Code ²	Maintenance Service ³
00856093 906 NORTH RIVER ST	IBM	3580	HSS	0097GY016		1	001	1
00856093 906 NORTH RIVER ST	IBM	8286	41A	0000A677W		1	000	1
00856093 906 NORTH RIVER ST			EPXK			1		

See Legend for Details



Schedule for ServiceElite Acquired from an IBM Business Partner

Customer Technical Contact Name (if applicable):

-----Eligible Machine Description-----

Mach Type	Mod	Serial/ Order Number	Support Service	Product Group/ Service Option	Qty.
-----------	-----	----------------------	-----------------	-------------------------------	------

Specified Location: 00856093
SWMMA FOR IBM I

City, State:

8286 41A 0000A677W

See Legend for Details



Schedule for ServiceElite Acquired from an IBM Business Partner

Legends:

²SERVICE LEVEL CODE: SERVICE RESPONSE TIME IS AN OBJECTIVE, NOT A GUARANTEE

000 - IBM ON-SITE REPAIR: ON-SITE REPAIR 24 X 7 X 365 STANDARD RESPONSE TIME

001 - IBM ON-SITE EXCHANGE: ON-SITE EXCHANGE 24 X 7 X 365 STANDARD RESPONSE TIME

If IBM HW Support Extension is on this Schedule, timing and availability of part stocking may vary by location.

³MAINTENANCE SERVICES

- 1) Maintenance of IBM Machines
- 2) Maintenance of Non-IBM Machines
- 3) Warranty Service Upgrade
- 18) Post Installation Coverage (PIC) Service Upgrade, for selected Non-IBM Machines