Pennington County fully subscribes to the Americans with Disabilities Act. If you desire to attend this public meeting and are in need of accommodations, please notify the Commissioners’ Office at (605) 394-2171 at least 24 hours prior to the meeting so that appropriate services and auxiliary aids are available.

Welcome to the January 7th, 2020 Board of Commissioners Meeting. 
Please silence cell phones, pagers and other electronic communication devices.
Agendas are located at the back of the Chambers.

1. Call to Order
2. Moment of Silent Reflection
3. Pledge of Allegiance
4. Election of Officers
   - First: Method of Selection  - Second: Selection of Chair and Vice Chair
5. Establish Commissioners Salary
6. Review and Approve Agenda

The Board of Commissioners uses a Consent Agenda to act on non-controversial and routine items. The Consent Agenda is acted upon by one motion and vote of the Board. Items may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a Board member or a Citizen. The consent agenda contains the following items:

7. Minutes of the regular meeting – December 17, 2019
8. Minutes of the special meeting – December 18, 2019
9. Approval of the Resolution for the Drug Free Workplace Act Certification for a Public Entity for 2020 (COM)
10. To designate the Rapid City Journal, the Pennington County Courant, and the Hill City Prevailer as the three official legal newspapers for Pennington County for 2020 (COM)
11. Approval of 2020 Poll Worker Salaries (AUD)
12. To accept the election results and approve the annexation to the Earth Drive Road District as presented (AUD)
13. Budget Supplement SP20-001 – General Fund John T Vucurevich Budget (Public hearing to be scheduled at 9:15 a.m. on January 21, 2020) (AUD)
14. Approve the Chair’s signature to the Intergovernmental Agreement between Pennington County and South Dakota Public Assurance Alliance (SDPAA)
15. To change the scheduled March 19, 2020 Board of Commissioners Meeting date back to March 17, 2020 (COM)
16. Approval of the 2020 Humane Society Contract (SO)
17. To designate Wells Fargo Bank of South Dakota and First Interstate Bank as the primary active depositories for 2020 per SDCL § 7-20-13 (TRS)
18. To accept the Public Depository Liability Quarterly Report (TRS)

End of Consent Agenda
Regular Agenda Items:

19. To appoint Joyce E. Bowman, Patty Brunner, Matthew Odden, Alan Van Bochove, and Dallas Vos to the 2020 Extension Advisory Board

20. **Items From Equalization**

   a. Abatement Application: City of Rapid City, Eckholm, Parcel #8008886, $36.60
   b. Abatement Application: Swier, Parcel #46936, $1,536.30

21. **Items From Highway Department**

   a. Emergency Relief Project SDDOT Joint Powers Force Account Agreement
   b. 52-305-300 Sonquist Lane Bridge Work Order/Proposal for Professional Services
   c. Utilities Certificate BRF 6403(09) PCN 02JT South Rochford Road Bridge 52-162-272
   d. Utilities Certificate P 6480(04) PCN 5777 Sheridan Lake Road Reconstruction

22. **Items From Commission Assistant**

   a. 2020 NACo Achievement Awards Application

23. **Items From Chair/Commission Members**

   a. LNI (Lakota Nation Invitational) Handgames Challenge (*Commissioner LaCroix*)

24. **Committee Reports**

   (2020 Committee assignments to be presented at the January 21st Commission Meeting)

25. **Approval of the Vouchers** - $1,146,182.71

26. **Items From Public**

   (A time for the members of the public to discuss or express concerns to the Board of Commissioners on policies and issues affecting County government and its function. Action will not be taken during this item on any issues brought forth that are not properly noticed.)

27. **Executive Session per SDCL 1-25-2**

   a. Personnel Issue per SDCL 1-25-2(1) - Annual Department Head Evaluation
   b. Contractual/Pending Litigation per SDCL 1-25-2(3)

28. **Items From Planning & Zoning – 10:30 a.m.**

   **BOARD OF ADJUSTMENT**

   a. Variance / VA 19-15: Jonathan Santos Silva (*Cont. from 12/17/19 BOC meeting*)
   b. Variance / VA 19-16: Harold Bies
The Board of Commissioners uses a Consent Agenda to act on non-controversial and routine Planning and Zoning items quickly. The Consent Agenda is acted upon by one motion and vote of the Board. Items may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a Board member or a Citizen. The Consent Agenda for Planning and Zoning contains the following items:

- c. Road Name Change: Pennington County (Gypsey Road to Heather Lane) *(Approval Recommended)*
- d. Minor Plat / MPL 19-43: Battle Creek Fire District *(Approval Recommended)*

End of Consent Agenda

Regular Agenda Items:

- e. Planned Unit Development Review / PU 06-07: Rapid City MHP, LLC. (Cimarron Mobile Home Park) *(Cont. from 12/17/19 BOC meeting)*
- f. Second Reading of Rezone / RZ 19-16 and Comprehensive Plan Amendment / CA 19-16: Richard Aldren
- g. Second Reading of Ordinance Amendment / OA 19-02: Pennington County
- h. Planned Unit Development Review / PU 01-05: William Anderson, Cliff and Billy Janis, and S-L Holdings LLC. *(Cont. from 11/5/19 BOC meeting)*

29. Adjourn
PREFACE

Any reference to South Dakota Codified Law in these bylaws refers to statute(s) as currently enacted as of the date of adoption of these bylaws or as amended thereafter.

These bylaws are intended to provide general guidance in conducting the business of the Pennington County Commission and is not intended to be all-inclusive.
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1.1 **Board Membership.** Pennington County shall have a Board of Commissioners consisting of not less than three nor more than seven Members, each of whom shall be elected at a general election only. Any Commissioner who represents an even-numbered district shall run for election at the general election at which the President is elected; any Commissioner who represents an odd-numbered or unnumbered district shall run for election at the general election at which the Governor is elected, SDCL § 7-8-1. Pennington County is represented by a five (5) Member Board of Commissioners.

1.2 **Term of Commissioners.** The term of each Commissioner shall be for four (4) years commencing on the first Tuesday of January following election. SDCL § 7-8-1.

1.3 **Vacancies in Office.** The nomination and election of County Commissioners shall be by a vote of the voters of the district of which such candidate is a resident voter. However, if any County Commissioner moves from the district to which such person was elected or if any County Commissioner fails to attend the commission meetings for four consecutive months, the office shall be declared vacant and such vacancy shall be filled pursuant to SDCL chapter 3-4. SDCL § 7-8-2.

When a vacancy occurs in the Board of County Commissioners, it shall be the duty of the remaining Member or Members of such board to appoint immediately some suitable person to fill such vacancy from the district where the vacancy occurs. If there be an even number of County Commissioners remaining on the Board of County Commissioners, the County Auditor shall be called in and shall act as a Member of such board to fill such vacancy. SDCL § 3-4-4.

If a vacancy occurs within thirty days preceding an election day at which it may be filled, no appointment shall be made unless it be necessary to carry out such election and the canvass of the same according to law; in that case an appointment may be made at any time previous to such election to hold until after such election or until a successor is elected and qualified. SDCL § 3-4-5.

1.4 **Compensation of County Commissioners.** The method of payment, whether per diem or salary, and the amount of per diem or salary shall be determined by the Board of County Commissioners in each County. SDCL § 7-7-3.

If the per diem method is used, the County Commissioners shall be allowed the per diem amount for each day they are actually and necessarily employed in the duties and business relating to County affairs and the duties of their office and in attending and returning from sessions of the board. The County Commissioners shall be allowed mileage for the distance actually traveled in attending the meetings of the board, or when engaged in other official duties. The per diem shall be paid out of the general County fund. The per diem shall be set by the Commission on the first regular meeting.
date in January of each year. SDCL § 7-7-3.

If the salary method is used, such salary may be set by the Board of County Commissioners at its first regular meeting of each year. If the Board of County Commissioners fails to determine a salary, then the salary of a County Commissioner in any one year is:

(1) Seven thousand two hundred thirty-three dollars as per diem or salary in counties of thirty thousand population or over. SDCL § 7-7-5.

An individual Commissioner reserves the right to accept a lower amount or no compensation. He or she shall submit the amount requested in writing to the Commission Office Manager for submission to the Auditor’s Office for payroll processing.

1.5 **General Powers of County Commissioners.** Per SDCL § 7-8-20, in addition to others specified by law, the Board of County Commissioners shall have power:

1) To institute and prosecute civil actions in the name of the County, for and on behalf of the County;
2) To make orders respecting the care and preservation of all property belonging to the County and to sell any real property of the County when authorized by law so to do;
3) To levy a tax not exceeding the amount authorized by law, and to liquidate indebtedness;
4) To audit the accounts of all officers having the care, management, collection or disbursement of any money belonging to the County or appropriated for its benefit;
5) To construct and repair bridges; to open, lay out, vacate, and change highways; to purchase or acquire grounds for courthouse, jail, or other building sites, locate or relocate the courthouse on such sites; to establish election precincts in its County and appoint the judges of election; and, as a Board of Equalization, to equalize the assessment roll of its County in the manner provided by law;
6) To furnish necessary blank books, blanks, and stationery for the County Auditor, Register of Deeds, County Treasurer, State’s Attorney, Sheriff, and other elected or appointed County Officers, to be paid out of the County treasury; also a fireproof safe or vaults, when in its judgment the same shall be advisable, in which to keep all the books, records, vouchers, and papers pertaining to the business of the board;
7) To superintend the fiscal concerns of the County and secure their management in the best possible manner;
8) To regulate the transaction of business in alcoholic beverages and the use and consumption of alcoholic beverages, to establish the number of on-sale licenses which may be issued, to provide for reasonable classification of on-sale licenses
and fix the fees to be charged for the licenses consistent with the provisions of SDCL Title 35;

9) To make ordinances prohibiting the sale or exhibition of any obscene matter; however, no County resolution shall be effective in any incorporated area within said County;

10) To do and perform such other duties and acts as it is or may hereafter be required to do and perform;

11) To provide additional compensation to the County treasurer, County Auditor, County register of deeds, state's attorney, and sheriff. This compensation shall be in addition to the salaries prescribed in SDCL §§ 7-7-9.1, 7-7-12, and 7-12-15;

12) To provide office space, in addition to that provided in the County courthouse, for state's attorneys, appointed officials of the County and other employees;

13) To receive and administer grants, loans and assistance and to enter into agreements for cooperative action, with or on behalf of any public agency or nonprofit organization, to establish, promote and support community development;

14) To enact ordinances to regulate and prevent the placing of ashes, dirt, garbage or any offensive matter in any highway or public ground or in any body or stream of water within the County, but outside of an incorporated municipality or outside of the one mile limits of any incorporated municipality;

15) To enact ordinances to regulate and compel the cleansing, abatement or removal of any sewer, cesspool or any unwholesome or nauseous thing or place;

16) To license and regulate transient merchants, hawkers, solicitors, peddlers, itinerant vendors and every person retailing tangible personal property or services, unless such business is carried on exclusively within the boundaries of a municipality or is carried on through home solicitation or from a fixed permanent location and place of business in this state where such goods and services are offered on a continuing basis;

17) To enact by ordinance, for any portion of the County which is zoned, certain building codes pursuant to SDCL § 11-10-5;

18) To prohibit or restrict open burning, after consultation with local fire officials and law enforcement officials, in order to protect the public health and safety.

**ARTICLE II - RULES OF GENERAL CONDUCT**

2.1 **General Conduct.** The Pennington County Board of Commissioners places great emphasis and importance upon the proper discharge of their duties and responsibilities. In order to encourage collegiality and respect between Commissioners, and to earn the respect of the residents of Pennington County, the Board adopted the Pennington County Code of Conduct for County Commissioners, Department Heads, Members of all Boards, Commissions, Committees, Task Forces or other Appointed Advisory Groups.

A County Commissioner must respect the chain of command within a County Office or Department and understand the role of a County Commissioner as a policy-making
position as opposed to a Department Head administrator’s responsibility of overseeing the day-to-day operations of their Office or Department.

No County Commissioner shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others.

Refer to the Pennington County Code of Conduct adopted December 2, 2014.

**ARTICLE III – OFFICERS AND STAFF**

3.1 **Chair and Vice Chair—Election-Vacancy.** At the first meeting of the Board of County Commissioners in each year, the Board shall elect a Chair and Vice Chair for a term of one year. The Chair shall continue to serve as Chair until a successor is elected. If there is a vacancy for the Chair or Vice Chair from any cause, the Board shall elect another Chair or Vice Chair. The Chair or, in the Chair’s absence, the Vice Chair shall preside at the meetings of the Board and sign all orders and claims approved by the Board. SDCL § 7-8-15.

3.2 **Election of Chair and Vice Chair – Method and Order.** The Board shall, by majority vote, select the method to be used for the election of the Chair and the Vice Chair from the following methods: voice vote (roll call) or ballot. The order of the election shall be to vote for the Chair first and the Vice Chair second.

3.3 **Chair.** Duties and powers shall include the following:

- **A.** Preside at all official and special meetings of the Board.
- **B.** Approve the proposed agenda prepared by the Commission Office Staff. Final approval of the proposed agenda shall be by a majority vote of the Board.
- **C.** Affix his/her signature to all contracts, bonds and other documents requiring the signature of the Chair upon approval of the Board.
- **D.** Be the ceremonial representative of the County and shall perform such other duties as specified by law or by custom.
- **E.** Serve as the oversight of the Commission Office Manager Position.
- **F.** The Chair, when approved by majority vote of the Board, shall be authorized to represent the Board as directed.
- **G.** Participate in interviewing applicants for positions on the following boards/commissions/etc.:

  The Rapid City/Pennington County Air Quality Board, the Pennington County Extension Board, the Pennington County Board of Mental Illness & Board of Review, the Pennington County Housing & Redevelopment Commission, the Pennington County Planning Commission, the Rapid City Public Library Board
of Trustees, the Rushmore Regional Railroad Authority, and the Pennington County Weed & Pest Board.

3.4 **Vice Chair.** Duties and powers shall include the following:

A. Preside in the absence of the Chair.
B. Affix his/her signature to all contracts, bonds, and other documents requiring the signature of the Chair when the Chair is unable to do so because of illness or other exigency which, in the opinion of the Board, prevents the Chair from performing the functions of the office.
C. Perform such other duties as may be from time to time assigned by the Chair or by a majority vote of the Board.

3.5 **Auditor as Clerk of County Commissioners.** The County Auditor is the clerk of the Board of County Commissioners and shall keep an accurate record of its official proceedings and carefully preserve all of the documents, books, records, maps, and other papers required to be deposited or kept in his/her office and carefully perform such other acts and duties as are required by law. SDCL § 7-10-1.

3.6 **State’s Attorney.** Opinions and advice to County Officers--Fees. The State's Attorney shall give opinions and advice without fee to the Board of County Commissioners and other civil officers of his County, if requested by the Board or Officers, upon all matters in which the County is interested or relating to the official duties of the Board or Officers. SDCL § 7-16-8.

**ARTICLE IV - MEETINGS**

4.1 **Quorum.** A majority of the entire Board of Commissioners shall constitute a quorum for the transaction of the ordinary business of the County. Three Members of the County’s five must be present to form a quorum and further, three must vote in agreement in order to take any official action. SD Atty. Gen. Opinion No. 94-15.

An official meeting of the Board is one where a quorum of the Board is present and at which official business of the Board is discussed or decided. In order to avoid an open meetings law violation, no more than two Commissioners may be present and discuss County business without proper notice of a public meeting. Email discussions that include a quorum of a public body and which discuss the official business of that body could be considered a public meeting subject to open meetings law requirements. Email participation solely for the purposes of scheduling matters would not constitute a public meeting.

It is not an official meeting of one political subdivision or public body if its Members provide information or attend the official meeting of another political subdivision or public body for which the notice requirements of § 1-25-1.1 have been met. SDCL § 1-25-1.
4.2 **Session.** A "session" shall mean a period of time that is designated to complete the business of the Board.

A. Regular Meetings typically occur over a period of one day and are considered as one session which starts when the meeting is called to order and ends when the adjournment is approved by a majority vote.

B. Special Meetings may occur over the period of one or more days to complete a session and are considered one session in their entirety.

C. Annual Budget Hearings and Board of Equalization Hearings are recessed from day to day and are considered one session in their entirety.

4.3 **Regular Meetings.** Except as otherwise required by law, the regular meetings of the Board shall be held as follows:

A. The official meetings of the County are open to the public unless a specific law is cited by the County to close the official meeting to the public. SDCL § 1-25-1.

B. A "meeting" shall mean the convening of a quorum of the Board of Commissioners for the purpose of deliberating toward or rendering a decision. A "decision" shall mean a determination, action, vote, or disposition upon a motion, proposal, recommendation, resolution, order, ordinance, or measure on which a vote by the Commissioners is required.

C. Unless the Board shall otherwise specify, the Board shall meet on the first and third Tuesdays of each month at such time that the Board shall determine. If a regular meeting date shall be a national holiday, the meeting shall be held on the next business day. All other conflicting meeting dates may be rescheduled by a majority vote of the Board including meetings that may conflict with a primary, general or special election date(s).

D. All regular meetings of the Board shall be held in the Board of Commissioners Chambers located on the first floor of the County Administration Building, 130 Kansas City Street, in Rapid City, SD unless the Board shall otherwise specify.

E. Any official meeting may be conducted by teleconference. A Member is deemed present if the Member answers present to the roll call conducted by teleconference for the purpose of determining a quorum. Each vote at an official meeting held by teleconference shall be taken by roll call and recorded in the minutes. SDCL § 1-25-1.

F. The Board shall comply with the provisions of the South Dakota Open Meetings Laws as they now or may hereafter exist. All public bodies shall provide public notice, with proposed agenda, that is visible, readable, and accessible for at least an entire, continuous twenty-four hours immediately
preceding any meeting, by posting a copy of the notice, visible to the public, at the principal office of the public body holding the meeting. The proposed agenda shall include the date, time and location of the meeting. The notice shall also be posted on the County’s website (www.pennco.org) upon dissemination of the notice. SDCL § 1-25-1.1.

4.4 **Special Meetings.** A special meeting of the Board shall be held only when:

A. The Board may, by an approved motion, agree to hold a special meeting provided proper notice is given pursuant to the South Dakota Open Meetings Laws. For any special or rescheduled meeting, the information in the notice shall be delivered in person, by mail, by email, or by telephone, to Members of the local news media who have requested notice. For any special or rescheduled meeting, each public body shall also comply with the public notice provisions of this section for a regular meeting to the extent that circumstances permit. SDCL § 1-25-1.1.

B. The County Auditor or the Chair of the Board of County Commissioners may call special sessions if the interests of the County demand it by giving three days' notice of the special session by mailing a copy of the notice to each of the County Commissioners at their designated post office addresses. In case of an emergency, a special session may be called by giving one day's notice to each Commissioner by telephone. An emergency for the purpose of this section is an unforeseen occurrence or combination of circumstances that calls for immediate action or remedy. SDCL § 7-8-14.

4.5 **Executive or Closed Meetings.** Executive session may be held for the sole purposes of:

1. Discussing the qualifications, competence, performance, character or fitness of any public officer or employee or prospective public officer or employee. The term "employee" does not include any independent contractor;
2. Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters;
3. Preparing for contract negotiations or negotiating with employees or employee representatives;

Any official action concerning such matters shall be made at an open official meeting. An executive or closed meeting shall be held only upon a majority vote of the Members of such body present and voting, and discussion during the closed meeting is restricted to the purpose specified in the closure motion. SDCL § 1-25-2.

4.6 **Board of Adjustment.** The Board of County Commissioners having adopted and in effect a zoning ordinance may act as and perform all the duties and exercise the powers of the Board of Adjustment. The Chair of the Board of County Commissioners is Chair of the Board of Adjustment as so composed. The concurring vote of at least
two-thirds of the Members of the Board as so composed is necessary to reverse any order, requirement, decision, or determination of any administrative official, or to decide in favor of the appellant on any matter upon which it is required to pass under any zoning ordinance, or to effect any variation in the ordinance. SDCL § 11-2-60.

4.7 **Agenda Preparation.** The meeting agenda will be prepared by the Commission Office staff with final approval by the Chair.

4.8 **Order of Business for Regular Meetings.** The order of business shall be as follows:

A. Call to Order  
B. Moment of Silent Reflection  
C. Pledge of Allegiance  
D. Review and Approve Agenda  
E. Consent Calendar  
F. Regular Agenda Items  
G. Planning Consent Calendar  
H. Planning Regular Agenda Items  
I. Items from the Chair/Commission Members  
J. Public Comment  
K. *Executive Session  
L. Adjournment

*The preferred practice of the Board of Commissioners is to proceed thru the agenda in the order it was published. The Board may, depending upon timing, move to address any items, including Executive Session, out of published order upon a majority vote of the Board.

4.9 **Consent Agenda.** The Board may use a Consent Agenda under the following conditions:

A. The Commission Office Manager, with input from staff, determines which items shall be considered on the Consent Agenda.  
B. The Consent Agenda is read into the record for full public notice by the Commission Office Manager, Commission Office Staff or the Board Chair.  
C. The Board Chair shall inquire as to whether any Commissioner or citizen desires to remove an item from the Consent Agenda. Any Consent Agenda item(s) that are requested to be removed shall be discussed prior to any regular agenda items and be voted on separately.  
D. There shall be no discussion of any individual item on the Consent Agenda. If a request for discussion or a question is raised concerning a Consent Agenda
item before the vote, that item shall be removed from the Consent Agenda, discussed and voted on separately.

4.10 Preparation and Publication of Minutes. The unapproved, draft minutes of any public meeting held pursuant to § 1-25-1 that are required to be kept by law shall be available for inspection by any person within ten business days after the meeting. However, this section does not apply if an audio or video recording of the meeting is available to the public on the governing body’s website within five business days after the meeting. Archived minutes shall be available by the Auditor for public inspection. SDCL § 1-27-1.17.

The minutes shall be published in the three legal newspapers as designated by the Board of Commissioners each year. The Board shall publish a full and complete report of all its official proceeding at all regular and special meetings and shall publish proceedings as soon after any meeting as practical. SDCL § 7-18-3.

Such report shall be made out and transmitted within one week from the time such meeting is held. SDCL § 7-18-5.

Robert’s Rules of Order states that a Member’s absence from the meeting for which minutes are being approved does not prevent the Member from participating in their correction or approval. (Robert’s Rules, 11th ed., p. 355.)

4.11 Video Recording. Each meeting shall be recorded, archived and placed on the County’s website for public viewing within 24 hours of a completed meeting unless technical issues occur.

Refer to the County’s Video Recording Policy for specific details.

**ARTICLE V - MEETING PROCEDURES**

5.1 Parliamentary Procedure. Robert’s Rules of Order, Newly Revised, 11th Edition, including any updates or amendments thereto, shall govern the Board on all of their deliberations except as modified by majority vote of the Board.

A. The Board shall not adopt the portion that precludes discussion of issues by the Chair or precludes the Chair from voting except where there is a tie vote.

B. Reconsideration of Action Taken by the Board. Any Member of the Board voting on the prevailing side of an item may move for reconsideration of that item before adjournment of the scheduled meeting at which the item was originally voted upon. A second motion for reconsideration requires the unanimous consent of the Board.
Any Member of the Board voting on the prevailing side of an item may give notice of intent to move for reconsideration before adjournment of the scheduled meeting at which the item was originally voted upon. The effect of giving notice of intent to reconsider is to hold in abeyance the finality of the vote. The Board Member who gave notice may move for reconsideration not later than the next regularly scheduled Board meeting. The matter subject to the notice of intent to reconsider shall be placed on the Board agenda for the next regularly scheduled meeting. If any Member has given notice of intent to move for reconsideration and does not move for reconsideration of that item at the time the item comes up at the next scheduled meeting, the presiding officer shall immediately state that any Member voting on the prevailing side may move for reconsideration. No motion to reconsider the same item may be made twice without unanimous consent of the Board.

Prevailing side is defined as a Member voting with the majority on an approved motion or a Member who voted against the motion and the motion was defeated.

Example A: A motion to approve an item carries on a 3 to 2 vote. A Member of the 3 is on the prevailing side.

Example B: A motion to deny an item carries on a 3 to 2 vote. A Member of the 3 is on the prevailing side.

Likewise, if the motion in either Example A or B fails because it did not receive a majority vote, those Members who voted against the motion are on the prevailing side and the motion is disposed of without adoption.

5.2 Voting. The voting procedure shall be as follows:

A. Tie vote of Commissioners. When the Board of County Commissioners is equally divided on any question, it shall defer a decision until the next meeting of the board and the matter shall then be decided by a majority of the Board. SDCL § 7-8-18.

B. The Chair shall be permitted to vote on all questions.

C. Except as otherwise provided by statute or rule, all questions shall be determined by the majority vote of the Commissioners. Further, three must vote in agreement in order to take any official action. (Atty. Gen. Opinion No. 94-15.)

D. All votes shall be made in open session and duly recorded by the Auditor.

E. If a Member intends to abstain, their intention shall be stated immediately after the Chair announces the agenda item. A Member who chooses to abstain shall not participate in the discussion or vote on the agenda item. Although it is the duty of every Member who has an opinion on a question to express it by
his/her vote, the Member can abstain, since they cannot be compelled to vote. (Robert’s Rules, 11th ed., p 407.) The abstention is noted in the minutes but not as a “yes” or “no” vote. To “abstain” means not to vote at all. (Robert’s Rules, 11th ed., p 45.)

F. Any Member of the Board may call for a roll call vote for any motion.

G. The Chair will state the vote tally including “no vote heard from (Commissioner Name)” and report the vote of the other Members. Any disagreement shall be discussed immediately after the Chair announces the vote.

5.3 Conflict of Interest. No County, municipal, or school official may participate in discussing or vote on any issue in which the official has a conflict of interest. Each official shall decide if any potential conflict of interest requires such official to be disqualified from participating in discussion or voting. However, no such official may participate in discussing or vote on an issue if the following circumstances apply:

(1) The official has a direct pecuniary interest in the matter before the governing body; or

(2) At least two-thirds of the governing body votes that an official has an identifiable conflict of interest that should prohibit such official from voting on a specific matter.

If an official with a direct pecuniary interest participates in discussion or votes on a matter before the governing body, the legal sole remedy is to invalidate that official’s vote. SDCL § 6-1-17

Pursuant to SDCL § 6-1-17, a Board Member is prohibited from discussing or voting on an issue in which such Member has a conflict of interest. If a Board Member has a potential pecuniary or personal conflict of interest, such Member shall disclose the potential conflict to the Board prior to consideration of the agenda item. Each Board Member must decide whether a potential conflict of interest disqualifies such Member from participating in the Board discussion or voting. If a Board Member believes he/she has a conflict, such Member shall recuse himself/herself. Upon disclosure, if a Board Member believes the potential conflict does not require recusal, the Board should then consider whether a conflict of interest exists. A vote of at least two-thirds of the Board is required in the finding of a conflict of interest.

As stated in SDCL 6-1-17, a Board Member must recuse himself/herself where there is a direct pecuniary interest. A direct pecuniary interest is one that benefits property owned by the Board Member or affords the Member a direct financial gain. An indirect pecuniary interest that may create a conflict of interest is one that financially benefits one closely tied to the Board Member, such as an employer or family Member. A personal interest is a matter of great importance to a Member or blood relative/close friend or a matter in which a Member’s individual judgment may be affected because of Membership in an organization.
Where a conflict of interest exists, a Board Member shall not participate in the Board discussion, any executive session, or any vote on the agenda item. If a Board Member has a conflict of interest and chooses to participate in the discussion, the Member should leave the dais and speak on the item from the audience as a Member of the public.

5.4 **Information Disclosure.** An elected or appointed County Officer may receive and consider relevant information from any source to perform the duties of office. An elected or appointed County Officer may rely on his or her own experience and background on any official matters, subject to the applicable law and rule concerning recusal and disqualification of a Public Officer. SDCL § 6-1-18.

Any public hearing or meeting conducted by an elected or appointed County Officer regarding a quasi-judicial matter as defined in subdivision 1-32-1(10) may be conducted informally to secure the information required to make a decision. The formal rules of procedure and evidence do not apply to the conduct of the public hearing or meeting. **IF AN OFFICER RELIES UPON ANY EVIDENCE NOT PRODUCED AT A PUBLIC HEARING OR MEETING, THE OFFICER SHALL DISCLOSE THE EVIDENCE PUBLICLY AND INCLUDE THE INFORMATION IN THE PUBLIC RECORD TO AFFORD ALL PARTIES AN OPPORTUNITY TO RESPOND OR PARTICIPATE.** Failure to make this disclosure may be grounds for the County Officer's disqualification for that particular decision, pursuant to the grounds for disqualification pursuant to § 6-1-21. SDCL § 6-1-20. (Emphasis added).

Note: Every effort shall be made by the Member(s) to submit any such information directly to the Commission Office for dissemination at least 24 hours prior to the public meeting at which the information is to be considered.

5.5 **Citizen Participation.** The Chair of the public body shall reserve at every official meeting by the public body a period for public comment, limited at the Chair's discretion, but not so limited as to provide for no public comment. SDCL § 1-25-1. A time will be reserved at each regularly scheduled meeting for Members of the public to discuss or express concerns to the Board on policies and issues affecting County government and its function. Action will not be taken during public comment on any issues brought forth that are not a properly noticed agenda item.

Any written comments or documents a citizen wishes the Board to consider regarding a properly noticed agenda item shall be directly submitted to the Commission Office at least 24 hours in advance or sooner to allow for the Members to give meaningful consideration to the information. Any written comments or documents submitted after this deadline will be considered only at the discretion of the Members.

Any citizen may comment upon agenda items prior to the taking of a vote thereon. Speakers other than Members, after being recognized by the Chair, shall approach the podium and identify themselves by name for the record before proceeding to address
the Board. All comments must be directed towards the motion on the floor.

If the Board anticipates a large number of citizens wishing to speak, it may choose to limit the time for each speaker. Provisions may be made so that extra time may be given, should the Board consider it necessary. The Board encourages lengthy comments to be submitted in written form 24 hours prior to the start of the meeting for meaningful consideration.

5.6 **General Meeting Conduct.** No Member nor other person shall speak until duly recognized by the Chair; if a Member or other person speaks without being recognized by the Chair, he/she shall immediately cease speaking if ruled out of order. During public meetings, Members shall not send, or receive and review electronic messages pertaining to the meeting unless disclosed as part of the meeting for public review.

5.7 **Preservation of Order by County Board—Enforcement of obedience to orders.** The Board of County Commissioners may preserve order when sitting as a board. The board may enforce obedience to all its orders by attachment or other compulsory process. SDCL § 7-8-19.

Disruptive behavior or personal attacks of any kind will not be tolerated by citizens or Board Members alike. Citizens or Board Members acting accordingly may be removed from the meeting.

**ARTICLE VI—COMMITTEES**

6.1 **Committee/Liaison Assignments.** Current and incoming County Commissioners shall submit a completed interest form to the Commission Office Manager indicating their preferred Committee assignments prior to the start of the New Year. The requests shall be reviewed by the Commission Office Manager and Chair. All appointments shall be made by the Chair and shall be presented in a public meeting the second regular meeting in January of each year. A Commissioner who is appointed as liaison to a board, commission, committee or other advisory group is expected to attend the meetings and act as a conduit of information back to the Board of Commissioners.

6.2 **Committee/Liaison Meetings.** Committee Meetings are publicly noticed via the Commissioner's Weekly Meeting Schedule. In addition, meetings are shown on the Board of Commissioners calendar published on the County's website at www.pennco.org. Any one or all of the Commissioners may be in attendance at any of the properly noticed meetings hosted by another entity.

6.3 **Special (Ad Hoc) Committees.** The Board may establish from time to time such special committees as are deemed necessary which shall only be advisory in nature. The purpose shall be determined at the time the special committee is established. A
special committee may report recommendations to the Board for appropriate action and shall be automatically dissolved when its specific task is completed.

6.4 Special (Ad Hoc) Committee Recommendations. Any final recommendations, findings, or reports that result from a meeting of a committee, subcommittee, task force, or other working group which does not meet the definition of a political subdivision or public body pursuant to § 1-25-1, but was appointed by the governing body, shall be reported in open meeting to the governing body which appointed the committee, subcommittee, task force, or other working group. The governing body shall delay taking any official action on the recommendations, findings, or reports until the next meeting of the governing body. SDCL § 1-27-1.18.

**ARTICLE VII – OTHER GENERAL PROCEDURES**

7.1 Travel/Mileage Allowance. The County Commissioners shall be paid traveling expenses for each mile traveled in the discharge of their official duties. For the purpose of this section, traveling expense incurred by County Commissioners to attend meetings in the State of South Dakota, called for the purposes of instructing or exchange of information pertaining to County Officers and government, are miles traveled in the discharge of their official duties. SDCL § 7-7-4.

A. A Commissioner may elect not to be reimbursed for travel expenses.
B. Travel reimbursement requests per fiscal year shall be submitted quarterly to the Commission Office Staff.
C. Commission travel is subject to the same travel policies and regulations that are utilized by all County employees and is subject to majority Board approval.
D. Commissioners serving in their last ninety (90) days in office shall not be reimbursed for travel for educational or conference expenses.
E. Any travel outside of the course of normal discharge of official duties shall be presented to the Commission for approval prior to completion.

**ARTICLE VIII - AMENDMENTS**

8.1 Review of Bylaws. The Board shall review the Bylaws in January of each year at a regularly scheduled Commission meeting.

8.2 Procedure to Modify Bylaws. These Bylaws and Rules may be amended, altered, changed, added to or repealed by the affirmative vote of a majority of the Members of the entire Board at any regular or special meeting, provided notice of the intention to amend has been included on the agenda.
The Bylaws and Rules are adopted by the Pennington County Board of Commissioners this __2__ day of __19__, 2019.

Deb Hadcock, Chair
PENNINGTON County Board of Commissioners

ATTEST:
Kara Tines Deputy Auditor
Auditor/Deputy
PC Commission Salary History

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Amount used in 2020 Commission budget preparation = $____1,900.00____ per month ($876.92 bi-weekly)

1/7/2020 Motion: To set the 2020 salary for the Pennington County Board of Commissioners at $_____________ bi-weekly.
The Pennington County Board of Commissioners met at 9:00 a.m. on Tuesday, December 17, 2019, in the Commission Chambers in the County Administration Building, Rapid City, South Dakota. Chair Deb Hadcock called the meeting to order with the following Commissioners present: Mark DiSanto, Gary Drewes, Lloyd LaCroix & Ron Rossknecht.

**REVIEW AND APPROVE AGENDA**
MOVED by Drewes and seconded by LaCroix to approve the agenda as presented. Vote: Unanimous.

**CONSENT ITEMS**
MOVED by Drewes and seconded by LaCroix to approve the Consent Agenda as presented. Vote: Unanimous.

5. Approve the minutes of the regular meeting – December 3, 2019.
6. Approve the minutes of the special meeting – December 4, 2019.
7. Recognize and thank the volunteers for the month of November 2019.
8. Postpone indefinitely the Offer to Purchase Tax Deed Property located at 321 South Street, Rapid City by Mr. Leonard Weimer.

End of Consent Agenda

**REQUEST TO ESTABLISH A 20MPH SPEED LIMIT IN THE COSMOS ROAD DISTRICT:** MOVED by Drewes and seconded by DiSanto to postpone indefinitely, the Cosmos Road District request until such time the Highway Department is ready to present the requests from multiple road districts in groups. Vote: Unanimous.

**ITEMS FROM AUDITOR**
A. OPERATING TRANSFER TO CAPITAL PROJECT FUND: MOVED by DiSanto and seconded by LaCroix to approve the Accumulated Building Fund operating transfer to the Capital Projects fund in the amount of $2,635,000 from assigned fund balance. Vote: Unanimous.

**ITEMS FROM EQUALIZATION**
A. ABATEMENT APPLICATIONS: MOVED by Rossknecht and seconded by Drewes to approve the abatement application for Tax ID #8011967, Andrew Newhouse, $460.90 for the 2018 tax year. Vote: Unanimous.

**ITEMS FROM CHAIR/COMMISSION MEMBERS**
A. 2019 FESTIVAL OF LIGHT PARADE – COUNTY FLOAT “FROSTY’S WORST NIGHTMARE
B. COMPREHENSIVE PLAN PUBLIC HEARING REMINDER – DECEMBER 18\textsuperscript{TH} @ 9:00 A.M.

**COMMITTEE REPORTS**
APPROVAL OF VOUCHERS: MOVED by Drewes and seconded by Rossknecht to approve the vouchers as presented below for expenditures for insurance, professional services, publications, rentals, supplies, repairs, maintenance, travel, conference fees, utilities, furniture and equipment totaling $2,936,787.46. Vote: Unanimous.

A & B Business Inc, 2,390.88; A & B Welding Supply Co, 361.35; A & M Transport Service, 831.50; A To Z Shredding, 426.41; AAA Award, 538.72; Abernathie Trevor, 160.00; Active Data Systems Inc, 850.00; Adams-Isc LLC, 1,271.04; Advanced Auto Glass LLC, 60.00; Advanced Drug Testing Inc, 46.00; Ainsworth Benning Construction Inc, 43,803.21; Akley Brandon, 79.88; Albertson Engineering Inc, 2,573.23; Alexander Roger, 20.00; All Traffic Solutions Inc, 2,830.00; Allison, Elizabeth A., 160.00; Americinn Motel, 1,222.00; Anderson-Pelton Lisa, 166.67; Anker Law Group PC, 726.70; Apco International Inc, 1,167.00; Arguello Robbie, 20.00; Arrowwood Resort At Cedar Shore, 77.00; AT&T Mobility, 3,928.30; AT&T Mobility, 364.92; Audra Hill Consulting Inc, 12,627.87; Auto Body Specialties Inc, 135.97; Avera Education & Staffing Solutions, 400.00; Avesis, 2,645.00; Axon Enterprise Inc, 1,524.00; Badlands Automotive, 8.28; Balancing Professionals Inc, 6,020.42; Balco Uniform Co Inc, 10,154.43; Banks, Bridgette R, 811.60; Bargain Printing, 1,756.55; Barnier Law Office PC, 1,428.00; Batteries Plus Bulbs #934, 147.80; Battle Creek Fire, 650.00; Behavior Management Systems Inc, 300.00; Behrens-Wilson Funeral Home, 5,565.40; Bertolotto Connie, 154.04; BH Chemical Company Inc, 9,252.76; BH Doors, 1,644.00; BH Energy, 246.05; BH Energy, 239.63; BH Energy, 4,941.93; BH Energy, 61,630.23; BH Funeral Home & Cremation Service Inc, 1,910.00; BH Insurance Agenc Inc, 240.00; BH Oral & Maxillofacial Surgery PC, 491.05; BH Orthopedic & Spine Center PC, 196.75; BH Regional Eye Institute LLP, 201.86; BH Roofing Co, 310.00; BH Services Inc, 389.81; BH Tent And Awning, 464.00; BH Wilbert Vault, 800.00; BH Window Cleaning Inc, 11,001.00; Bi Inc, 8,230.00; Bierschbach Equipment And Supply Co Inc, 3,104.43; Big D Oil Co, 25.00; Black Creek Integrated Systems Corp, 118,573.50; Black Hills Portables Inc, 312.47; Blackstrap Inc, 12,989.43; Bob Barker Company Inc, 1,401.60; Bohn Jim, 152.46; Border States Electric, 1,195.69; Brewer Marie E, 300.00; Bringswhite Erik, 6,150.00; Bringswhite Morgan, 3,925.00; Brubakken Corey, 103.29; Bruscher Optmtric PC, 75.00; Burgess Amanda, 105.68; Buxton Carla, 63.00; Cameron, George R, 2,120.80; Carpenter Janelle, 20.00; Carquest Auto Parts, 15.63; Cash-Wa Distributing, 2,218.40; Casteel Audra, 105.83; Cat's Cleaning, 50.00; CDW Government Inc, 79,687.10; Central States Fair Inc, 66,364.05; Century Link, 262.24; Century Link, 6,752.11; Century Link, 1,614.83; Certified Laboratories, 889.45; Chris Supply Co Inc, 254.00; City Of Box Elder, 203.12; City Of Chamberlain, 600.00; City Of Hill City, 24.41; City Of Rapid City -Water, 2,921.66; City Of Rapid City -Water, 12.98; City Of Rapid City -Water, 405.87; City Of Rapid City, 21,360.82; City Of Wall, 142.00; Claims Associates Inc, 4,962.04; Clark Printing, 567.62; Clayborne, Deanna K, 806.25; Clayborne, Loos & Sabers LLP, 2,499.50; Climate Control Systems And Service LLC, 66,521.00; Cline, Jean M, 1,272.25; Clinical Laboratory Of The Black Hills, 1,978.00; Clock Tower Gardens Apartments, 340.00; Clyde Shannon, 541.80; Colbath Atty PC, Angela M, 15,727.10; Commercial Door & Specialties, 676.63; Commercial Kitchen Products, 17,855.40; Commercial Laundry Systems Of The Rockies, 29,723.13; Community Health Center Of The Black Hills Inc, 276.00; Complete Property Solutions LLC, 650.00; Computer Forensic Resources Inc, 540.00; Comrie Suzanne, 126.00; Connections Inc EAP, 1,059.68; Connelly,
Randal E, 3,384.20; Contractors Insulation And Drywall Supply, 24.37; Copy Country, 879.00; Coremr LC, 981.00; Cornerstone Apartments, 764.00; Correct Rx Pharmacy Services Inc, 17,647.72; Crescent Electric Supply, 662.96; Crum Electric Supply, 1,640.77; Culligan Water, 382.20; Cunningham Ph D Abpp Mark D, 8,100.00; Dakota Battery & Electric, 470.48; Dakota Fluid Power Inc, 205.13; Dakota Plains Legal Services Inc, 28,750.00; Dakota Sports, 264.40; Dakota Supply Group Inc, 802.36; Dale's Tire & Retreading Inc, 135.00; Data Management Inc, 1,659.66; Datospec Inc, 1,796.00; Davis, Jeremiah J, 2,136.60; Davis, Kathy, 254.60; Delta Dental Of South Dakota, 36,154.14; Demersseman Jensen Tellinghuisen & Huffman LLP, 1,491.50; Dennis Supply - RC, 743.78; Denny Menholt Chevrolet, 28,282.73; Dharma Wellness Institute, 180.00; Diamond Vogel Paint Center, 155.73; Dillon Law Office, 829.90; Ditch Witch Of South Dakota Inc, 2,760.40; Dollison Decker Tracey R., 5,325.00; Drury, Jessie, 75.00; Duffy Law Firm, Prof. LLC, 15,240.00; Eagle Ridge Apartments I, 326.20; Eccleston Dave, 252.16; Eide Brook, 67.88; Enders Jason, 375.90; Eprovider Solutions, 440.50; Ertz, Dewey J, 1,840.00; Estes Park Apartments, 112.00; Evergreen Office Products, 972.11; Executive Mgmt Fin Office, 24.00; Farmer Brothers Coffee, 689.40; Fastenal Company, 8,774.30; Federal Express, 109.05; Feiner Mary, 86.00; Ferguson Enterprises Inc #226, 4,513.78; Ferley Ty, 300.00; Fink, Teresa L, 1,949.90; First Interstate Bank, 4,836.50; First Interstate Bank, 231.00; First Interstate Bank, 655.41; First Interstate Bank, 464.73; First Interstate Bank, 212.81; First Interstate Bank, 862.40; First Interstate Bank, 490.00; First Interstate Bank, 1,255.60; First Interstate Bank, 393.81; First Interstate Bank, 168.82; First Interstate Bank, 240.99; First Interstate Bank, 3,599.52; First Interstate Bank, 935.00; First Interstate Bank, 132.50; First Interstate Bank, 353.98; Fischer Furniture Inc, 6,969.99; Fitzgerald Law Firm, 8,956.05; Flaghouse Inc, 224.60; Floyd's Truck Center, 3,826.69; Fmg Inc, 1,165.50; Fogg Linda, 20.00; Foley's Custom Print, 65.00; Foothills East Apartments, 215.00; Fresh Start Carpet Care, 4,017.84; Frey, Gregory L., 70.00; Fried Cora, 99.12; Frontier Auto Glass LLC, 115.00; G & H Distributing - RC, 399.24; G & R Controls Inc, 2,850.74; Gallagher Benefit Services, Inc, 19,600.00; Gallus LLC, 3,313.60; Geffre Anthony, 29.40; Genpro Energy Solutions, 203.20; GFOA, 640.00; Godfrey Brake Service And Supply Inc, 1,773.68; Golden West Companies, 1,092.04; Granite Buick Gmc Inc, 223.44; Grant Christopher M., 600.00; Great Western Tire Inc, 1,341.16; Grey & Eisenbraun Law, Prof LLC, 6,616.40; Grimm's Pump Service Inc, 12,302.66; H&S Uniforms And Equipment LLC, 362.98; Hainesway Apartments/BHPM, 172.00; Hardy Reynolds Law Group LLC, 786.00; Harris, Betsey, 4,894.50; Hartland Jamin, 387.70; Harvests Lock Shop, 105.74; Heartland Paper Company, 10,046.12; Heavy Constructors Inc, 183,389.56; Henry Jason, 20.00; Hickey Funeral Chapel, 1,910.00; Hill City Dental, 2,340.50; Hill City Hardware Inc, 90.91; Hill City Prevailer, 663.18; Hillyard/Sioux Falls, 6,553.80; Hilpert & Hale Prof LLC, 153.30; Hilt Construction Inc, 7,294.42; Holiday Stationstores LLC, 13.00; Horwath Laundry Equipment, 573.51; Hub International Mountain States Limited, 50.00; Humane Society Of The Black Hills, 4,166.67; Id Zone, 413.00; Indoff Inc, 2,173.51; Industrial Organizational Solutions Inc, 140.00; Inland Truck Parts, 231.93; Interstate All Battery Center, 423.30; Intoximeters Inc, 731.50; Iret Properties - A North Dakota LP, 300.00; Island Kaycee, 179.60; J & J Asphalt Co, 8,704.86; Jacobs Ph.D. P.C Katherine A., 3,000.00; Jacqueline K Perli Reporting Inc, 1,327.50; Jantech LLC, 1,520.00; JWC Environmental LLC, 80.00; Jeffries Law Office PC, 1,643.50; Jennen Equipment Co, 5,858.17; Jims Private Utility Locating, 75.00; JJ's Engraving & Sales, 11.25; Johnson Controls, 1,609.03; Johnson Kathryn, 100.80; Johnson, Kimberly K, 342.00; Johnstone Supply, 270.03; JWC Environmental LLC,
20,000.54; Kahler Property Management, 440.00; Karen Paige Hunt Prof LLC, 726.09; Karl's Appliance, 138.02; Katterhagen Mark, 42.00; Kelly Inn & Suites, 109.50; Kelly Leon, 600.00; Kieffer Sanitation/A Waste Management Co, 2,985.86; Kieffer Sanitation/A Waste Management Co, 136.80; Kiesler Police Supply Inc, 933.00; Kimball Midwest, 1,497.67; Kirk Funeral Home, 3,610.00; Kirschenmann, Kevin E, 630.00; Knecht Home Center Inc, 2,138.52; Knollwood Heights Apartments, 156.80; Knollwood Townhouse Properties, 1,674.00; Laboratory Corporation Of America Holdings, 50.50; Language Line Services, 363.38; Laubach Law Office Prof LLC, 3,182.50; Lazy U Motel, 200.00; Lewis & Clark Behavioral Health Services, 534.00; Lewno Lucille M, 486.50; Liberty Chrysler Center, 296.25; Lifeways Inc, 1250.00; Lingo Communications LLC, 72.59; Linstrom Dustin, 100.00; Lockwood Darcy, 42.00; Love, Todd A, 7,590.44; Lowe's, 51.70; Lutheran Dale E., 300.00; Lutheran Social Services Of SD, 78,629.86; Lynn Jackson Schultz & Lebrun PC, 9,443.50; M&M Sales LLC, 20.00; Macnally Law Offices Prof LLP, 4,102.10; Manlove Psychiatric Group, 19,792.47; Maple Green LLC, 340.00; Maplewood Townhouses, 300.00; Marco Inc, 3,716.05; Marco Inc, 8,716.19; Massey Priscilla, 20.19; Matrix Design Group Inc, 3,783.00; Matthew Bender & Co Inc, 714.00; Mayer Dan, 35.00; Megas Propane LLC, 866.04; Megowan, Wendy T, 4,752.20; Mckesson Medical-Surgical Government Solutions LLC, 317.03; Medical Waste Transport Inc, 384.06; Medical Waste Transport Inc, 673.77; Medline Industries Inc, 1,683.86; Menards, 1,565.93; MG Oil Company, 35,033.59; Midcontinent Communications, 4,160.47; Midcontinent Communications, 944.03; Midcontinent Communications, 3,279.27; Mitchell Clinic LTD, 17.62; Moduform Inc, 812.30; Mogensen Mikki, 3.82; Mohler Cindy, 300.00; Morse Watchmans Inc, 115.50; Mt Rushmore Telephone Co, 47.98; National Compadres Network, 20,000.00; Nelson Law, 3,578.83; Nelson Nick, 217.30; Nelson Rachael, 40.00; Nelson's Oil & Gas Inc, 1,197.05; Newman Signs Inc, 1,409.15; Nohr, Linda J, 2,100.00; Norix Group Inc, 798.00; North Central International Of Rapid City Inc, 1,151.03; North Central Supply Inc, 430.00; North Haines VFD, 331.50; Northern Heights Apartments, 400.00; Northern Truck Equipment, 1,003.10; Northwest Pipe Fitting Inc, 29,416.95; Notable Corporation, 796.51; O'Day, Valarie, 2,397.00; Odegaard, Amber L, 980.00; Office Depot, 2,104.87; Ohana Properties, 440.00; Oliver Doug, 149.52; Olson Carolyn, 8,362.50; Openlattice Inc, 750.00; O'Reilly Auto Parts, 59.98; Osheim & Schmidt Funeral Home, 1,910.00; Otis Elevator Co, 949.00; Overhead Door Of Rapid City, 344.52; Pacific Steel & Recycling, 1,811.04; Parkway Carwash Inc, 32.50; Parr Law PC, 1,634.00; Pederson Law Office LLC, 3498.5; Penn Co Health & Human Sv Petty Cash, 27.09; Penn Co Highway Petty Cash, 77.99; Penn Co Jail, 183.28; Penn Co Jail Petty Cash, 1,200.00; Penn Co JSC Petty Cash, 30.00; Penn Co Search & Rescue, 3,694.70; Penn Co Sheriff Petty Cash, 983.38; Penn Co States Atty Petty Cash, 287.70; Penn Co Treasurer Petty Cash, 77.30; Pennington County Courant, 787.97; Pennington County Housing & Redevelopment, 98.00 Pete Lien & Sons Inc, 1,436.99; Pharmchem Inc, 1,205.05; Pheasantland Industries, 3,715.61; Phoenix Supply LLC, 199.05; Pillen Optical Inc, 120.00; Pioneer Bank & Trust, 5,681.82; Pioneer Bank & Trust, 7,519.91; Pioneer Bank & Trust, 1,966.89; Pioneer Bank & Trust, 2,624.74; Pioneer Bank & Trust, 34.39; Pitney Bowes Reserve Account, 8,317.79; Pomplun Kent, 144.48; Ponderosa Screen Printing And Embroidery, 431.47; Poss Christopher, 20.00; Power House, 169.98; Prairie Acres LLC, 312.00; Prairie Auto Parts Inc, 908.79; Precision Dynamics Corp, 400.00; Price LLC, 200.00; Print Mark-Et, 300.20; Qualified Presort Service LLC, 2,588.13; Quality Transmissions Inc, 127.50; Quettier Nicolas, 252.00; Quill Corporation, 730.89; Quincy Street LLC, 500.00; Radiation Detection Co,
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EXECUTIVE SESSION – SDCL 1-25-2
A. Personnel Issue per SDCL 1-25-2(1)
B. Contractual/Pending Litigation per SDCL 1-25-2(3)
MOVED by DiSanto and seconded by Drewes to go into Executive Session pursuant to SDCL 1-25-2(1) for the purpose of discussing personnel matters and pursuant to SDCL 1-25-2(3) for the purpose of consulting with legal counsel/contractual matters. Vote: Unanimous.

MOVED by Drewes and seconded by DiSanto to come out of Executive Session. Vote: Unanimous.

MOVED by Drewes and seconded by DiSanto to appoint Brittney Molitor as the Interim Planning and Zoning Director, grade 24, step 3, $3057.60/bi-wkly., effective 12/1/2019 through the end of the second pay period in which the new department Director has started the position. Vote: Unanimous.

MOVED by Rossknecht and seconded by LaCroix to approve the Chair’s signature on the right-of-way acquisition for Parcel #26 in the amount of $31,735. Vote: Unanimous.

MOVED by DiSanto and seconded by Drewes to reconsider the vouchers motion. Vote: Unanimous.

MOVED by LaCroix and seconded by DiSanto to approve vouchers with Hadcock abstaining from the Price LLC voucher in the amount of $200.00. Vote: Unanimous.

ITEMS FROM PLANNING & ZONING
BOARD OF ADJUSTMENT: MOVED by LaCroix and seconded by DiSanto to convene as the Board of Adjustment. Vote: Unanimous.

A. VARIANCE / VA 19-15: Jonathan Santos Silva. A Variance to Section 319-B-3 of the Pennington County Zoning Ordinance to allow a less than one (1) acre lot size for a Vacation Home Rental in a General Agriculture District in accordance with Sections 205, 319, and 509 of the Pennington County Zoning Ordinance.

Lot 8 and That 1/2 of Platted Private Drive Adj To Said Lot, Custer Trails Subdivision #1, Section 22, T1N, R5E, BHM, Pennington County, South Dakota.

MOVED by DiSanto and seconded by LaCroix to continue Variance / VA 19-15 to the January 7, 2020, Board of Adjustment meeting. Vote: Unanimous.
MOVED by Drewes and seconded by LaCroix to adjourn as the Board of Adjustment and reconvene as the Board of Commissioners. Vote: Unanimous.

PLANNING & ZONING CONSENT AGENDA ITEMS
The following item(s) have been placed on the Consent Agenda for action to be taken on all items by a single vote of the Board of Commissioners. Any item may be removed from the Consent Agenda for separate action.

MOVED by Rossknecht and seconded by Drewes to approve the Planning and Zoning consent agenda as presented. Vote: Unanimous.

B. MINOR PLAT / MPL 19-42; Willard Ranch / Ken Willard / Mike Willard. To create Lots 1 and 2 of Willard Ranch Subdivision in accordance with Section 400.3 of the Pennington County Subdivision Regulations.

EXISTING LEGAL: That PT of W1/2SE1/4 and That PT of SE1/4SE1/4 Located E of Highway 385 Less Forest View Subdivision Less Lot H1, Section 28, T2N, R5E, BHM, Pennington County, South Dakota.

PROPOSED LEGAL: Lots 1 and 2 of Willard Ranch Subdivision, Section 28, T2N, R5E, BHM, Pennington County, South Dakota.

Approve of Minor Plat / MPL 19-42 with the following seven (7) conditions.

1. That upon filing the Plat with the Register of Deeds, eight (8) foot minor drainage and utility easements be dedicated on the interior sides of all lot lines, or an approved Subdivision Regulations Variance be obtained waiving this requirement;
2. That upon filing the Plat with the Register of Deed, the landowner have legal access across National Forest System lands to access the north side of the subject property, per National Forest Service comments above.
3. That upon filing the Plat with the Register of Deeds, the plat meets all the requirements of Section 400.3 of the Pennington County Subdivision Regulations, or an approved Subdivision Regulations Variance be obtained waiving any of these requirements that are not met;
4. That the Certifications on the plat be in accordance with Section 400.3.1.n of the Pennington County Subdivision Regulations;
5. That addresses be properly posted on the structures and any future residence(s) constructed on proposed Lot 2 and at the approaches so they are visible from both directions of travel on Merritt School Road, in accordance with Pennington County’s Ordinance #20;
6. That the applicant ensures that all natural drainage ways are maintained and are not blocked; and,
7. That following platting of the proposed lots, any on-site wastewater treatment system(s) be subject to the requirements of Section 204-J of the Pennington County Zoning Ordinance, including the requirement to obtain an Operating Permit.

C. ENCROACHMENT AGREEMENT BETWEEN PENNINGTON COUNTY AND BRET AND JACKIE SWANSON.

Approve the encroachment agreement between Pennington County and Bret and Jackie Swanson.

PLANNING & ZONING REGULAR AGENDA

D. PLANNED UNIT DEVELOPMENT REVIEW / PU 06-07: Rapid City MHP, LLC. (Cimarron Mobile Home Park). To review a Planned Unit Development to allow a mobile home park in accordance with Section 213 of the Pennington County Zoning Ordinance.

Tract C of Lot B of NE1/4 NW1/4 less Pengra Subdivision, Section 17, T2N, R7E, BHM, Pennington County, South Dakota.

MOVED by DiSanto and seconded by Rossknecht to continue the review of Planned Unit Development / PU 06-07 to the January 7, 2020, Board of Commissioner’s meeting. Vote: Unanimous.

E. FIRST READING AND PUBLIC HEARING OF REZONE / RZ 19-16 AND COMPREHENSIVE PLAN AMENDMENT / CA 19-16: Richard Aldren. To rezone 107.24 acres from General Agriculture District to Limited Agriculture District and to amend the Pennington County Comprehensive Plan to change the Future Land Use from General Agriculture District to Limited Agriculture District in accordance with Sections 205, 206, and 508 of the Pennington County Zoning Ordinance.

NE1/4NW1/4 less West 520 feet of East 800 feet less ROW; the NE1/4NW1/4 less East 800 feet less ROW; the W1/2NW1/4NW1/4 less ROW; the E1/2NW1/4NW1/4 less ROW; and the NE1/4NE1/4 less ROW, all located in Section 34, T2N, R11E, BHM, Pennington County, South Dakota.

MOVED by LaCroix and seconded by Hadcock to approve of Rezone / RZ 19-16 and Comprehensive Plan Amendment / CA 19-16. Vote: Unanimous.

F. FIRST READING AND PUBLIC HEARING OF ORDINANCE AMENDMENT / OA 19-02: Pennington County. To amend Section 205 “General Agriculture District” and Section 212 “Heavy Industrial District” to renumber paragraphs and reclassify aggregate mining as a Conditional Use; to amend Section 511 “Fees” to set fees regarding Mining Permits; and to add Section 320 “Mining Operation” to regulate aggregate mining [to supersede Section 507-B “Mining Permits”] of the Pennington County Zoning Ordinance.
MOVED by LaCroix and seconded by Drewes to approve staff’s recommended changes on page 3. Vote: Unanimous.

MOVED by LaCroix and seconded by DiSanto to approve staff’s recommended changes on page 4. Vote: Unanimous.

MOVED by Drewes and seconded by LaCroix to approve staff’s recommended changes on page 5. Vote: Unanimous.

MOVED by LaCroix and seconded by DiSanto to approve staff’s recommended changes on page 6. Vote: Unanimous.

MOVED by LaCroix and seconded by Drewes to approve staff’s recommended changes on page 7 - #3. Vote: Unanimous.

MOVED by Drewes and seconded by DiSanto to approve staff’s recommended changes on page 7 – Section G - #1B. Vote: Unanimous.

MOVED by LaCroix and seconded by Rossknecht to approve staff’s recommended changes on page 8. Vote: Unanimous.

MOVED by LaCroix and seconded by Rossknecht to approve staff’s recommended changes on page 9. Vote: Unanimous.

MOVED by LaCroix and seconded by Drewes to approve staff’s recommended changes on page 10 – Section 3C. Vote: Unanimous.

MOVED by LaCroix and seconded by DiSanto to approve staff’s recommended changes on page 10 – H1. Vote: Unanimous.

MOVED by LaCroix and seconded by Drewes to approve staff’s recommended changes on page 11. Vote: Unanimous.

MOVED by LaCroix and seconded by Drewes to approve staff’s recommended changes on page 12. Vote: Unanimous.

MOVED by LaCroix and seconded by Drewes to approve staff’s recommended changes on page 13. Vote: Unanimous.

MOVED by LaCroix and seconded by Drewes to approve staff’s recommended changes on page 14. Vote: Unanimous.

MOVED by Rossknecht and seconded by Drewes to approve staff’s recommended changes on page 15. Vote: Unanimous.
MOVED by DiSanto and seconded by Hadcock to approve staff’s recommended changes on page 16. Vote: Unanimous.

MOVED by Drewes and seconded DiSanto by to approve staff’s recommended changes on page 18. Vote: Unanimous.

MOVED by Rossknecht and seconded by Drewes to approve staff’s recommended changes on page 20. Vote: Unanimous.

MOVED by LaCroix and seconded by DiSanto to approve staff’s recommended changes on page 21. Vote: Unanimous.

MOVED by Rossknecht and seconded by DiSanto to approve staff’s recommended changes on page 22. Vote: Unanimous.

MOVED by DiSanto and seconded by Drewes to approve Ordinance Amendment / OA 19-02 as recommended by the Planning Commission with staff’s recommended changes. Vote: Unanimous.

ITEMS FROM PUBLIC

PAYROLL
Commissioners, 8,568.76; Elections, 10,220.64; Auditor, 7,721.76; Treasurer, 31,791.27; State's Attorney, 125,748.96; Public Defender, 76,486.45; Buildings & Grounds, 64,618.38; Equalization, 42,029.22; Register of Deeds, 14,756.01; IT, 26,240.81; Human Resources, 5,342.40; Sheriff, 276,879.51; Natural Resource Mgmt, 4,090.40; Jail, 321,114.35; JSC, 112,368.90; JSC Juvenile Alternative, 4,412.47; CCADP, 104,431.74; Economic Assistance, 33,912.81; Extension, 1,343.19; Weed & Pest, 4,917.60; Planning and Zoning, 15,496.18; Road & Bridge, 88,600.05; Fire Administration, 3,365.30; Dispatch, 104,708.18; Emergency Management, 4,649.10; 24-7 Program, 11,438.15.

PERSONNEL
CCADP: Effective 12/29/2019 – Connie Flagg at $20.43/hr., Elizabeth Hansen at $19.43/hr. & Bryson Schwartz at $18.50/hr.
Dispatch: Effective 12/29/2019 Bryce Hoven, Selena Parce & Karaleigh TwoCrow at $18.48/hr.
HHS: Effective 12/29/2019 – Deb Jensen at $27.07/hr.
Jail: Effective 12/29/2019 – Spencer Alden at $23.04/hr., Daniel Espinosa-Cariveau, Keith Fenner & Andrew Nyblom at $23.91/hr., Nick Novak at $19.44/hr., Angela Williamson at $20.45/hr., Mark Steele at $19.70/hr. & Trevor Grueb at $27.32/hr.
Sheriff: Effective 12/29/2019 – Sue Fox at $25.40/hr. & Keith Carlson at $29.06/hr.
Treasurer: Effective 01/12/2020 – Brooke Walker at $17.19/hr. Effective 01/26/2020 – Miles Penticoff at $16.98/hr.
Weed & Pest: Effective 02/09/2020 – Maxfield Bailey at $19.68/hr.

ADJOURN
MOVED by DiSanto and seconded by LaCroix to adjourn the meeting. Vote: Unanimous. There being no further business, the meeting adjourned at 11:18 a.m.

/s/ Cindy Mohler, Auditor
Published once at an approximate cost of ____.
Publish January 1, 2020
The Pennington County Board of Commissioners met at 9:00 a.m. on Wednesday, December 18, 2019, in the Commission Chambers in the County Administration Building, Rapid City, South Dakota. Chair Deb Hadcock called the meeting to order with the following Commissioners present: Mark DiSanto, Gary Drewes, Lloyd LaCroix and Ron Rossknecht.

**REVIEW AND APPROVE AGENDA**

MOVED by Drewes and seconded by DiSanto to approve the agenda as presented. Vote: Unanimous.

**PUBLIC HEARING AMENDMENT OF PENNINGTON COUNTY COMPREHENSIVE PLAN:**

Section 2.2 on page 2-2: MOVED by DiSanto and seconded by Rossknecht to approve the changes that were recommended. Vote: Unanimous.

Section 4.1 on page 4-3: MOVED by LaCroix and seconded by DiSanto to approve the changes that were recommended. Vote: Unanimous.

MOVED by Rossknecht and seconded by DiSanto to rescind the previous vote. Vote: Unanimous.

MOVED by DiSanto and seconded by Rossknecht to change the sentence to read “during the winter months to accommodate seasonal tourism in the Black Hills.” Vote: Unanimous.

Section 7.1 on page 7-2: MOVED by Rossknecht and seconded by Drewes to approve the changes that were recommended. Vote: Unanimous.

Section 8.1 on page 8-2: MOVED by Rossknecht and seconded by DiSanto to approve the changes under the Lakes Rivers and Streams in Section 8.1. Vote: Unanimous.

MOVED by DiSanto and seconded by LaCroix to approve the changes under Trails & Golf Courses with adding horseback riding and snowmobiling to the ways to utilize the Mickelson Trail and also adding hiking the Black Elk Trail which is the highest peak east of the Rocky Mountains in Section 8.1. Vote: Unanimous.

Section 10.1 on pages 10-1 and 10-2: MOVED by DiSanto and seconded by Lacroix to approve the changes made by Natural Resource Director Scott Guffy. Vote: Unanimous.

Section 10.2 page 10-3 -Goal NCR-2: MOVED by Drewes and seconded by DiSanto to approve the changes made by Natural Resource Director Scott Guffy. Vote: Unanimous.

Section 10.2 page 10-3 in Goal NCR-2: MOVED by Drewes and seconded by Lacroix to approve the changes made by Natural Resource Director Scott Guffy. Vote: Unanimous.
Section 10.2 page 10-3 in Goal NCR-6: MOVED by Drewes and seconded by DiSanto to approve the changes recommended by Natural Resource Director Scott Guffy. Vote: Unanimous.

Section 10.2 page 10-5 under Goals and Policies Goal NRC-5: MOVED by Rossknecht and seconded by Drewes to approve with changes made by Natural Resource Director Scott Guffy. Vote: Unanimous.

MOVED by LaCroix and seconded by Hadcock to approve the Comprehensive Plan as written. Vote: Unanimous.

MOVED by LaCroix and seconded by DiSanto to approve the Comprehensive plan with the changes and for the plan to go back to the Planning Commission. Vote: Unanimous.

ADJOURN
MOVED by DiSanto and seconded by Rossknecht to adjourn the meeting. Vote: Unanimous. There being no further business, the meeting adjourned at 10:37 a.m.

/s/ Cindy Mohler, Auditor
Published once at an approximate cost of _.
Publish January 1, 2020
2020 RESOLUTION
DRUG-FREE WORKPLACE ACT CERTIFICATION FOR A PUBLIC ENTITY

1. The County of Pennington, SD certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying employees that unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in the recipient’s workplace is prohibited and specifying the actions that will be taken against employees for violation or such prohibition.

   b. Establishing a drug-free awareness program to inform employees about:

      1. The dangers of drug abuse in the workplace;

      2. The recipient’s policy of maintaining a drug-free workplace;

      3. Any drug counseling, rehabilitation and employee assistance programs that are available; and

      4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   c. Making it a requirement that each employee to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (a).

   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant or cooperative agreement, the employee will:

      1. Abide by the terms of the statement; and,

      2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such a conviction.

   e. Notifying the federal sponsoring agency within ten days after receiving notice under subparagraph (d) (2), with respect to any employee so convicted:

      1. Taking appropriate personnel action against such an employee, up to and including termination; or

      2. Requiring such an employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

   f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee so convicted;
1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other agency.

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The recipient’s headquarters is located at the following address. The addresses of all other workplaces maintained by the recipient are provided on an accompanying list.

    Pennington County Administration Building
    130 Kansas City Street
    Rapid City, SD 57701

Dated this 7th day of January, 2020.

__________________________________________________
Chair
PENNINGTON COUNTY BOARD OF COMMISSIONERS

ATTEST:

__________________________________________________
Cindy Mohler, Auditor
The addresses of all other workplaces maintained by the recipient are as follows:

1. 24/7 Program – 111 New York Street, Rapid City, SD 57701
2. Buildings & Grounds - 302 Kansas City Street, Rapid City SD 57701
3. Care Campus – 321 Kansas City Street, Rapid City, SD 57701
   a. Health & Human Services (Economic Assistance, Veterans Service Office)
   b. Addiction Treatment Services (Detox Services, Safe Solutions, Residential/Outpatient Treatment)
   c. Crisis Care Center
4. Central States Fairgrounds - 800 San Francisco Street, Rapid City, SD 57701
5. City/County Evidence Building – 625 1st Street, Rapid City, SD 57701
6. Extension Office - 601 E Centre Avenue, Rapid City SD 57701
7. Highway Department - 3601 Cambell Street, Rapid City SD 57701
   a. Hill City Location - 24032 Highway 385, Hill City, SD 57745
   b. New Underwood Location – 16101 229th Street, New Underwood, SD 57761
   c. Wall Location – 20 North Creighton Rd, Wall, SD 57790
8. Pennington County Administration Building – 130 Kansas City Street, Rapid City, SD
9. Pennington County Courthouse – 315 St. Joseph Street, Rapid City, SD 57701
10. Pennington County Jail - 307 Saint Joseph Street, Rapid City SD 57701
11. Pennington County Sheriff’s Office - 300 Kansas City Street, Rapid City SD 57701
12. Pennington County Sheriff’s Office Fleet Station – 840 Centre Street, Rapid City, SD 57701
13. Wall Treasurers Satellite Office - 411 Main Street, Wall SD 57790
14. Western SD Juvenile Services Center & the Life Enrichment Center - 3505 Cambell Street, Rapid City SD 57701
15. Weed & Pest Office - 3607 Cambell Street, Rapid City SD 57701
7-18-3. Designation of official newspapers for county--Publication of board proceedings and notices. At its regular meeting in January of each year the board of county commissioners shall designate three legal newspapers printed in the county as official newspapers. If there are not three legal newspapers within the county, then as many newspapers that are legal newspapers. No more than two newspapers within the same municipality may be designated as official newspapers by the county, if there are other legal newspapers published elsewhere within the county.

The board shall publish a full and complete report of all its official proceedings at all regular and special meetings and shall publish proceedings as soon after any meeting as practicable. The board shall pay for publishing the proceedings at a rate not to exceed ninety percent of the legal line rates for weekly newspapers and not to exceed the legal line rate for daily newspapers, as provided in chapter 17-2.

All notices required by law to be published by the county auditor shall also be published in the official newspapers. If any notice includes a legal description of property outside the incorporated limits of a municipality, the notice may include a physical description of the property from the nearest incorporated municipality.

Source: SL 1874-5, ch 25, § 1; PolC 1877, ch 21, § 54; CL 1887, § 619; SL 1901, ch 97, § 1; RPolC 1903, § 859; RC 1919, § 5895; SL 1919, ch 151; SL 1921, ch 170; SDC 1939, § 12.1807; SL 1947, ch 41; SL 1957, ch 26; SL 1963, ch 47; SL 2009, ch 29, § 1; SL 2016, ch 44, § 42.
Legal Publishing Costs - Includes all budgets County wide
*(S's do not include employment advertisement costs)

2019 Total Spent
(**Amounts thru December 15th Voucher Batch)
Hill City Prevailer = $12,128.50
Pennington County Courant = $14,071.90
*Rapid City Journal = $45,909.16
(As of 2018 figures, subscription fees are not included in RCJ amount, totaling $3,800.45 for 2019)

2018 Total Spent
Hill City Prevailer = $16,556.04
Pennington County Courant = $18,168.44
*Rapid City Journal = $50,302.32
(As of 2018 figures, subscription fees are not included in RCJ amount, totaling $4,176.06)

2017 Total Spent
Hill City Prevailer = $16,603.34
Pennington County Courant = $18,991.70
*Rapid City Journal = $50,697.82

2016 Total Spent
Hill City Prevailer = $17,346.02
Pennington County Courant = $21,219.93
*Rapid City Journal = $54,248.06

2015 Total Spent
Hill City Prevailer - $16,044.16
Pennington County Courant - $20,005.18
*Rapid City Journal - $48,239.58

2014 Total Spent
Hill City Prevailer - $17,282.74
Pennington County Courant - $18,446.11
*Rapid City Journal - $39,405.37
December 10, 2019

Rapid City Journal  
P.O. Box 450  
Rapid City, SD 57709

Pennington County Courant  
P.O. Box 435  
Wall, SD 57790

Hill City Prevailer  
P.O. Box 266  
Hill City, SD 57745

RE: 2020 Legal Newspapers for Pennington County, SD

Dear Publishers:

At their meeting on January 7, 2020, the Pennington County Board of Commissioners, in accordance with SDCL 7-18-3, will designate three (3) legal newspapers printed in the county as official newspapers. A newspaper must meet the requirements of SDCL 17-2 in order to be considered for designation.

The purpose of this letter is to request the following information: 1) a statement outlining circulation statistics broken down showing Pennington County residents, 2) your papers legal publication specifications, 3) your proposed 2020 publication bid rates and 4) the most current PS Form 3526 - Statement of Ownership, Management, and Circulation. In addition for 2020, Pennington County is requesting that four (4) departments who are required to publish legal notices in your paper receive a complementary subscription. (Auditor, Commission, Planning and Treasurer)

If you are interested in submitting the required information for consideration, please do so no later than December 31st at 4:00 pm. The requested documents may be emailed, mailed or hand delivered to the Commission Office.

Please contact me if you have any questions or concerns. Thank you!

Sincerely,

Holli Hennies  
Commission Office Manager
December 10, 2019

Pennington County Commissioners
Pennington County Admin Bldg
130 Kansas City Street, Ste 100
Rapid City, SD 57701

Dear Commissioners,

I am writing to thank you for continuing to designate the Hill City Prevailer-News as a legal newspaper for Pennington County for the past 48 years. The Prevailer-News has served the citizens of western Pennington County since 1971 as a general readership, legal newspaper. We have had 48 years of continuous weekly publication and a circulation of over 400, with 326 in Pennington County. We have met, and continue to meet, all the requirements for a legal newspaper in South Dakota as per SDCL 17-2. (See attachment).

The Prevailer-News has a loyal following and offers a stable, reliable public information forum to the many citizens who live in and around Hill City and Keystone, where we are the official newspaper for both cities. We also offer a historical record of news and advertising, to include public notices, published over the last 48 years in western Pennington County.

As we have done for the past several years, we will continue to give you a 10 percent discount for public notices received via e-mail on the internet. This has served both of us very well in the past by eliminating typing mistakes for us and giving you a significant discount. The 2016 rates are the same as 2020 as there have been no changes.

We appreciate your willingness to recognize our stability and service to the county in designating us as one of your three legal newspapers on January 7, 2020. We will do everything possible to live up to your continued confidence in us.

Sincerely,

Charley Najacht
Publisher

17-2-2.1. Requirements for legal newspaper - Language - Size - Duration and frequency of publication.
No publication is a legal newspaper for publishing legal and other official notices unless, for at least one year prior to publication of such notices, the publication is printed in the English language and contains at least four pages per issue, with at least one hundred twenty square inches of printed matter per page; and if the publication is a daily, is distributed at least five days each week, or if not a daily, is distributed at least once each week for at least fifty weeks each year. In any week in which there is a legal holiday, no more than four issues of a daily newspaper are necessary.

17-2-2.2. Price and circulation requirements.
A legal newspaper shall for at least one year prior to publication of legal and official notices, maintain a definite price of not less than fifty percent of its published price, and shall be paid for by no less than fifty percent of those to whom it is distributed. Such legal newspaper shall have a minimum paid circulation of at least two hundred and be intended for distribution and circulation to the general public, without regard to business, trade or profession.

17-2-2.3 Content requirements.
A legal newspaper shall contain reports of happenings of recent occurrences of a varied nature, such as political, social, moral and religious subjects and miscellaneous reading matter, and for at least one year prior to publication of legal and official notices devote at least twenty-five percent of its total column space in at least one-half of its issues in any calendar year to such nonpaid news content. No more than eighty percent of the space devoted to such news content may duplicate any other publication, unless the duplication material is from recognized general news services.

17-2-2.4. Office and mailing permit requirements.
A legal newspaper shall, for at least one year prior to publication of legal and official notices, maintain a known office of publication in the community where its mailing permit of original entry is issued, for the purpose of business. The terms "printed" or "published" mean that the newspaper is published where it maintains its known office of publication as described in this section, but no newspaper may have more than one place where it is published at the same time.

17-2-2.5. Ownership and circulation statements - Involuntary suspension of publication - Existing legal newspapers.
In order to maintain legal newspaper status, the newspaper shall publish and submit to the secretary of state before January first of each year a sworn statement of ownership and circulation on forms prescribed by the secretary of state. Continuous publication within the meaning of this section and SDCL 17-2-2.1 to 17-2-2.4, inclusive, is not deemed to be interrupted by any involuntary suspension of publication resulting from loss, destruction, failure or unavailability of operating facilities, equipment or personnel from any cause, and any newspaper so affected is not disqualified as a legal newspaper if publication is resumed within one week after it again becomes possible. This section and SDCL 17-2-2.1 to 17-2-2.4, inclusive, do not disqualify as a legal newspaper any publication which, prior to January 1, 1985, was a legal newspaper, so long as it continues to meet the requirements under which it previously qualified.

The consolidation or union of any two or more newspapers, any or all of which were before such consolidation legal newspapers as defined in SDCL 17-2-2.1, does not affect the legality of the newspaper formed by the consolidation. The consolidated newspaper shall be deemed to have complied with the requirements prescribed for a legal newspaper and to be a legal newspaper as defined in SDCL 17-2-2.1.
2016 South Dakota
PUBLIC NOTICE INFORMATION
(Includes rates for published legal notices)

Rates/Pricing Information

NEWSPAPERS UNDER 9,000 CIRCULATION

LEGAL LINE RATES

SECTION 10.02:02.01: Maximum rates chargeable: If a fee is not otherwise prescribed by statute for a legal publication of anything required or allowed by law, the maximum fee which may be charged for the publication, except as provided by Section 10.02:02.02, is as follows:

RATE PER LINE, FIRST INSERTION, PER COLUMN

SIZE OF TYPE 11 PICAS
6 point ................................................................. 44 cents
8 point ................................................................. 39.8 cents
9 point ................................................................. 29.9 cents
SAU8 point .......................................................... 38 cents

TYPE SIZE
Legal publications in legal newspapers with a circulation of less than 9,000 shall be printed in a not less than eight point type. A publication in violation of this section shall not invalidate any publication otherwise made in compliance with law but the newspaper printing the same may be denied payment therefor. (SDCL 17-2-15.2)

CHARGE FOR PROCEEDINGS (MINUTES)
All proceedings (minutes) for school boards, municipalities and counties are charged at 90 percent of the legal line rate for weekly newspapers (SDCL 7-18-3, 9-18-1, 13-8-36.1).

RATES FOR SECOND INSERTION
Rates in 10.02:02:01 apply for the first insertion of a legal notice. Subsequent insertions shall be charged at 90 percent of the initial rate. (SDCL 17-2-20)

ADJUSTING RATE FOR COLUMN WIDTHS
Rates in Section 10.02:02:01 for newspapers under 9,000 circulation, are based on an 11 point column. Where column widths are not 11 points, the rates must be increased or decreased proportionately. (Formula: Take the 11 point line charge in the size of type used, divide by 11 to get the rate per point, and multiply by the length of line actually used to obtain the correct line charge.) The same formula is used to determine line charges for multiple column legal notices. (NOTE: SAU rate for legal notices set in 8 point in newspapers under 9,000 circulation is 38 cents per line.)

USING LINE RATES
Example: Determine charge for legal notice, set 8 point, 13 points wide, three insertions, which contained 21 lines.
Line charge 40 cents per line ($3.36 cents divided by 11, times 13).
First Insertion: 20 lines @ 40 cents per line = $8.00
Second Insertion: (20% of first insertion) = $1.60
Third Insertion: (20% of first insertion) = $1.60
1 L.R. = $11.20

FIGURING HEADINGS
To determine charge for headings where larger type is used, or where column headings are used in typewriter trimmer, measure from the top line to the main body and reduce space to line. Add to the regular line count of balance of the matter. Maximum of three lines is allowable for main heading or title line when larger type is used for heading.

TABULAR MATERIAL
Tabular material with one justification shall be charged for at one and one-half; and tabular material with two justifications or more shall be charged at double the regular rate.

NEWSPAPERS OVER 9,000 CIRCULATION

LEGAL INCH RATES

SECTION 10.02:02.02: Fees chargeable by newspapers with large circulation. If a fee is not otherwise prescribed by statute for a legal publication of anything required or allowed by law that publication is made in a legal newspaper with a circulation of 9,000 or more, the maximum fee that may be charged is as follows:

CIRCULATION RATE PER COLUMN INCH
9,000-19,999 ....................................................... $0.55
20,000-29,999 ..................................................... $0.63
30,000-39,999 ..................................................... $0.74
40,000 and over ................................................... $0.83

TYPE SIZE
Legal publications in legal newspapers with a circulation of more than 9,000 shall be printed in not more than eight point type. A publication in violation of this section shall not invalidate any publication otherwise made in compliance with law but the newspaper printing the same may be denied payment therefor. (SDCL 17-2-19.2)

CHARGE FOR PROCEEDINGS
All proceedings (minutes) for school boards, municipalities and counties are charged at full rate for daily newspapers (SDCL 7-18-3, 9-18-1, 13-8-36.1).

General Information

OFFICIAL NEWSPAPERS
COUNTY: Commissioners designate three legal newspapers in the county as official newspapers, or if there are not three, as many as are legal at its regular meeting in January (SDCL 7-18-3).

MUNICIPALITY: Every municipality shall designate a newspaper of its governing body as official newspaper or newspapers for the ensuing year. The newspaper shall be published in the municipality. However, if there is no newspaper published in such municipality, then a newspaper published outside of such municipality may be used if such newspaper serves such municipality (SDCL 9-12-8).

SCHOOL DISTRICTS: The board shall designate the legal newspaper to be used for publishing all official notices and proceedings at the annual meeting on the second Monday of July, unless otherwise designated by the board at the prior regular meeting (SDCL 13-8-10).

Other Legal Rates

COUNTY PROVISIONAL BUDGET: Published once at line rates. After adoption at Proceedings Rates (60%).

DELINQUENT REAL ESTATE TAX LIST: Published once at total cost of $1.50 per description (SDCL 10-23-6, 5).

DELINQUENT SPECIAL ASSESSMENT OF CITIES AND TOWNS: Published once at total cost of 80 cents per description (SDCL 10-23-6, 6).

ANNUAL INSURANCE COMPANY STATEMENTS: Three times, line rates.

SCHOOL FINANCIAL STATEMENTS: Line rates.

ASSESSMENT LISTS: Line Rates.

DELINQUENT PERSONAL PROPERTY TAX LIST (Mobile Homes): Published once, 35 cents per description (see name: John and Mary, or Mr. and Mrs.; counts as two descriptions) (SDCL 10-22-3).

ELECTION BALLOTS: Local open display rates.
Hill City Prevailer-News

Weekly

52

333 Main St. #7 P.O. Box 246, Hill City SD 57745

Contact Person Gray Hughes Telephone (Include area code) 605-594-2638

333 Main St. #7 P.O. Box 246 Hill City SD 57745

Charles Najacht, P.O. Box 264 Hill City SD 57745-0266

R. Graylin Hughes, P.O. Box 264 Hill City SD 57745-0266

Southern Hills Publishing, Inc. P.O. Box 551 Custer SD 57730-0551

Charles & Norma Najacht P.O. Box 551, Custer SD 57730-0551

PS Form 3526, July 2014 (Pages 1 of 4) (see instructions page 4) PSN: 7530-01-000-3931 PRIVACY NOTICE: See our privacy policy on www.usps.com.
**15. Extent and Nature of Circulation**

| a. Total Number of Copies (Net press run) | 600 | 600 |
| b. Paid Circulation (By Mail and Outside the Mail) | | |
| (1) Mailed Outside-County Paid Subscriptions Stated on PS Form 3541 (include paid distribution above nominal rate, advertiser's proof copies, and exchange copies) | 206 | 204 |
| (2) Mailed In-County Paid Subscriptions Stated on PS Form 3541 (include paid distribution above nominal rate, advertiser's proof copies, and exchange copies) | 0.28% | 0.28% |
| (3) Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS® | 121 | 120 |
| (4) Paid Distribution by Other Classes of Mail Through the USPS (e.g., First-Class Mail®) | 0 | 0 |
| c. Total Paid Distribution (Sum of 15b (1), (2), (3), and (4)) | 419 | 406 |
| d. Free or Nominal Rate Distribution (By Mail and Outside the Mail) | | |
| (1) Free or Nominal Rate Outside-County Copies Included on PS Form 3541 | 14 | 14 |
| (2) Free or Nominal Rate In-County Copies Included on PS Form 3541 | 0 | 0 |
| (3) Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g., First-Class Mail) | 0 | 0 |
| (4) Free or Nominal Rate Distribution Outside the Mail (Carriers or other means) | 0 | 0 |
| e. Total Free or Nominal Rate Distribution (Sum of 15d (1), (2), (3) and (4)) | 14 | 14 |
| f. Total Distribution (Sum of 15c and 15d) | 433 | 420 |
| g. Copies not Distributed (See Instructions to Publishers #1 (page #3)) | 169 | 180 |
| h. Total (Sum of 15f and g) | 600 | 600 |
| i. Percent Paid (15c divided by 15f times 100) | 97% | 97% |

*If you are claiming electronic copies, go to line 16 on page 3. If you are not claiming electronic copies, skip to line 17 on page 3.*
16. Electronic Copy Circulation

<table>
<thead>
<tr>
<th>Description</th>
<th>Average No. Copies Each Issue During Preceding 12 Months</th>
<th>No. Copies of Single Issue Published Nearest to Filing Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Paid Electronic Copies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Total Paid Print Copies (Line 15c) + Paid Electronic Copies (Line 16a)</td>
<td>419</td>
<td>406</td>
</tr>
<tr>
<td>c. Total Print Distribution (Line 15b) + Paid Electronic Copies (Line 16a)</td>
<td>433</td>
<td>420</td>
</tr>
<tr>
<td>d. Percent Paid (Both Print &amp; Electronic Copies) (16b divided by 16c × 100)</td>
<td>91%</td>
<td>91%</td>
</tr>
</tbody>
</table>

I certify that 50% of all my distributed copies (electronic and print) are paid above a nominal price.

17. Publication of Statement of Ownership

☐ If the publication is a general publication, publication of this statement is required. Will be printed in the **07-25-2019** issue of this publication.

☐ Publication not required.

18. Signature and Title of Editor, Publisher, Business Manager, or Owner

**Charles M. Bryant**

Date: **09-23-2019**

I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).
Dear Ms. Hennies,

Per your request for a circulation statistics outline for Pennington County Residents and, in conjunction with our PS Form 3526 that was filed with the Post Offices and SDNA on September 26, 2019, please look at the attached form.

Our circulation for Eastern Pennington County reaches 1,550 readers. We also have electronic subscriptions which are not included in this number.

Sincerely,

[Signature]

Don Ravellette
Publisher
Pennington County Courant  
P.O. Box 435, Wall, SD 57790-0435. (605) 279-2565. E-mail: courant@gwtc.net

December 26, 2019

Pennington Co. Commission Office  
130 Kansas City Street, Ste. 100  
Rapid City, SD 57701

Dear Ms. Hennies,

Thanks again for the opportunity to offer our legal publication specifications and rates for the year 2020. We have met all the legal requirements of SDCL 17-2.

Our mechanical specifications and rates are as follows:

- **Page Dimension**: 6 columns wide broadsheet newspaper
- **Column Width**: 12.2 picas (SAU)
- **Typestyle**: 8 pt., Arial
- **Rate per column inch**: $6.75
- **Line Rate (12 Picas)**: $6.95 per line
- **Discount Proceedings**: 10%
- **Discount Legal Notices after first insertion**: 20%
- **Classified Advertising Rate**: (1) Insertion: $7.75 (20 words or less) ea.
- **Additional words**: 10¢

Classifieds are published in our weekly newspaper and our display / classified TMC Advertiser.

Legal publication rate, in accordance with South Dakota Statute as of May 2016, is 36.9 cents per line. We have always and will continue to give special attention to legal publishing deadlines.

**VIA INTERNET DISCOUNT:** We will confer a 10% discount to the county on any legal publication submitted to the *Pennington County Courant* via e-mail. This method continues to be working well and is beneficial to the county and our taxpayers.

The *Pennington County Courant* circulation area is primarily Eastern Pennington County including: New Underwood, Wasta, Wall, Quinn and Creighton areas, of which most is farming and ranching. Per your request for a circulation statistic outline for Pennington County Residents and, in conjunction with our PS Form 3526 that was filed with the Post Office and SDNA on September 26, 2019, please look at the attached form. Our circulation for Eastern Pennington County reaches 1,550 readers. We also have electronic subscriptions which are not included in this number.

We are asking the commissioners to please designate the *Pennington County Courant* once again as an official newspaper for Pennington County.

Thank you for your consideration.

Sincerely,

[Signature]

Don Ravellette  
Publisher
Statement of Ownership, Management, and Circulation

1. Publication Title
   Pennington County Courant

2. Publication Number
   425-720

3. Filing Date
   09/26/2019

4. Issue Frequency
   Weekly

5. Number of Issues Published Annually
   52

6. Annual Subscription Price
   $38 in area/$44 out

7. Complete Mailing Address of Known Office of Publication (Not printer) (Street, city, county, state, and ZIP+4)
   Pennington County Courant
   212 4TH AVE / P O BOX 435
   WALL SD 57790-0435 / PENNINGTON

8. Complete Mailing Address of Headquarters or General Business Office of Publisher (Not printer)
   RAVELLETTE PUBLICATIONS, INC.
   P O BOX 788
   PHILIP SD 57567-0788

9. Full Names and Complete Mailing Addresses of Publisher, Editor, and Managing Editor (Do not leave blank)
   Publisher (Name and complete mailing address)
   DON RAVELLETTE
   P O BOX 633
   PHILIP SD 57567-0633

   Editor (Name and complete mailing address)
   TRACIE CRAWFORD
   P O BOX 435
   WALL SD 57790-0435

   Managing Editor (Name and complete mailing address)

10. Owner (Do not leave blank. If the publication is owned by a corporation, give the name and address of the corporation immediately followed by the names and addresses of all shareholders owning or holding 1 percent or more of the total amount of stock. If not owned by a corporation, give the names and addresses of the individual owners. If owned by a partnership or other unincorporated firm, give its name and address as well as those of each individual owner. If the publication is published by a nonprofit organization, give its name and address.)

   Full Name
   Complete Mailing Address
   Ravellette Publications, Inc. / Don Ravellette
   P O Box 788 / P O Box 633
   Philip SD 57567

11. Known Bondholders, Mortgages, and Other Security Holders Owning or Holding 1 Percent or More of Total Amount of Bonds, Mortgages, or Other Securities. If none, check box ➔ None

   Full Name
   Complete Mailing Address

12. Tax Status (For completion by nonprofit organizations authorized to mail at nonprofit rates) (Check one)

   The purpose, function, and nonprofit status of this organization and the exempt status for federal income tax purposes:
   □ Has Not Changed During Preceding 12 Months
   □ Has Changed During Preceding 12 Months (Publisher must submit explanation of change with this statement)
<table>
<thead>
<tr>
<th>15. Extent and Nature of Circulation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>a. Total Number of Copies (Net press run)</strong></td>
<td><strong>Average No. Copies Each Issue During Preceding 12 Months</strong></td>
</tr>
<tr>
<td>Mailed Outside-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser’s proof copies, and exchange copies)</td>
<td>750</td>
</tr>
<tr>
<td>Mailed In-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser’s proof copies, and exchange copies)</td>
<td>109</td>
</tr>
<tr>
<td>Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®</td>
<td>337</td>
</tr>
<tr>
<td>Paid Distribution by Other Classes of Mail Through the USPS (e.g., First-Class Mail®)</td>
<td>210</td>
</tr>
<tr>
<td><strong>b. Paid Circulation (By Mail and Outside the Mail)</strong></td>
<td><strong>c. Total Paid Distribution (Sum of 15b (1), (2), (3), and (4))</strong></td>
</tr>
<tr>
<td><strong>d. Free or Nominal Rate Distribution (By Mail and Outside the Mail)</strong></td>
<td><strong>e. Total Free or Nominal Rate Distribution (Sum of 15d (1), (2), (3) and (4))</strong></td>
</tr>
<tr>
<td>Free or Nominal Rate Outside-County Copies Included on PS Form 3541</td>
<td>20</td>
</tr>
<tr>
<td>Free or Nominal Rate In-County Copies Included on PS Form 3541</td>
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*If you are claiming electronic copies, go to line 16 on page 3. If you are not claiming electronic copies, skip to line 17 on page 3.
### Statement of Ownership, Management, and Circulation

#### 16. Electronic Copy Circulation

<table>
<thead>
<tr>
<th>Description</th>
<th>Average No. Copies Each Issue During Preceding 12 Months</th>
<th>No. Copies of Single Issue Published Nearest to Filing Date</th>
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<tr>
<td>a. Paid Electronic Copies</td>
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<tr>
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<td>95.08</td>
<td>95.12</td>
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I certify that 50% of all my distributed copies (electronic and print) are paid above a nominal price.

#### 17. Publication of Statement of Ownership:

- [X] If the publication is a general publication, publication of this statement is required. Will be printed in the **10/10/2019** issue of this publication.
- [] Publication not required.

#### 18. Signature and Title of Editor, Publisher, Business Manager, or Owner

[Signature]

**Date:** 9-26-15

I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on this form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).
December 23, 2019

Pennington County Board of Commissioners
Attention Hollie Hennies
Pennington County Courthouse
130 Kansas City Street
Rapid City, SD 57701

Dear Commissioners,

We at the Rapid City Journal want to thank you for the opportunity to bid on the Pennington County legal advertisements for 2019. As requested: 1) circulation statistics attached; 2) legal publications in legal newspapers with a circulation of more than 9,000 shall be printed in not more than six point type; 3) rates per 9-pica column inch, $6.28, rates per line (11 lines per inch), $0.5712; 4) Statement of Ownership attached. We shall continue to provide a complimentary copy of the newspaper.

Sincerely,

Matthew Tranquill
Publisher
### Non-City Zone

#### NEBRASKA

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#### FALL RIVER COUNTY

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#### HUGHES COUNTY

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#### JONES COUNTY

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* Denotes the total copies for all Towns with Less than 25 copies for the applicable County, State, or All Other States.

O Denotes reference data only - not included in report totals.

**P3A_DistByTown.rpt**

Printed: 13-Dec-19 12:51:24PM

Page 1 of 3
### Paragraph 3A: Distribution by Town - Rapid City Journal

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○ Denotes reference data only - not included in report totals.
## Paragraph 3A: Distribution by Town - Rapid City Journal

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0 Denotes reference data only - not included in report totals.
# UNITED STATES Postal Service: Periodicals Distribution Statement

## Statement of Ownership, Management, and Circulation

### Periodical Information
- **Title:** Rapid City Journal
- **Frequency:** Daily
- **Issue Date:** 9/22/2019
- **Publisher:** Lee Enterprises, Inc.
- **Location:** 227 N. Jackson St., Davenport, IA 52801

### Table: Statement of Ownership, Management, and Circulation

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### Address for Format Change
- **Publisher:** Rapid City Journal
- **Address:** 607 Main St., PO Box 445, Rapid City, Pennington County, SD 57701

### Submission of Statement
- **Date:** 10/2/2019
- **Signatures:**
  - **By:** Joel B. Sapp, President
  - **On:** Lee Enterprises, Inc.

### UNITED STATES Postal Service: Periodicals Distribution Statement

### Statement of Ownership-Shareholders

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### Statement of Ownership-Officers

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### Statement of Ownership-Employees

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### Statement of Ownership-Other Indirect Interests

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### Statement of Ownership-Direct Interests

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### Statement of Ownership-Direct Interests of Officers

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**Note:** This document contains proprietary information and must be treated as confidential. Unauthorized reproduction or distribution is prohibited.
MEMORANDUM

TO: Board of Commissioners
FROM: Cindy Mohler, Auditor
DATE: December 23, 2019
RE: Consent Agenda Item for January 7, 2020 BOC Meeting
Poll Worker Election Pay

The precinct election board 2020 rate of pay needs to be set at the first Board of County Commissioners’ meeting of the year. It is my recommendation that poll worker Election Day payment remain the same as set for 2019, at the following rates:

- Superintendent $225.00 per day
- Deputy (with experience) $175.00 per day
- Deputy (first time) $150.00 per day
- Election School $30.00 for attendance

Please place this item on the Consent Agenda for the January 7, 2020 Board of Commissioners’ meeting.

Motion: to set the precinct election board pay at the following rates for the 2020 Election Year: Superintendent $225.00 per day; Deputy (with experience) $175.00 per day; Deputy (first time) $150.00 per day; $30.00 for attendance at election school.
To: Pennington County Commission  
Holli Hennies, BOC  
Joe Miller, Highway Superintendent  
Scott Guffey, Natural Resources Director  
Planning Director  
Linda Peterson, Equalization Office  
Kara Tines, Auditor's Office  
Lori Wessel, Auditor's Office

From: Cindy Mohler, Auditor

Date: December 23, 2019

Re: Motion to Approve Annexation Election  
EARTH DRIVE ROAD DISTRICT  
BOC Consent Agenda – January 7, 2020

Upon the election by the eligible voters of the Earth Drive Road District held on December 14, 2019 resulting in a majority vote (Yes 8 /No 0 ) for the annexation, the Pennington County Board of Commissioners accept and approve the annexation of the area described as:
E189’ OF LOT 6 OF BLOCK 1, AND LOT 11-15 INCLUSIVE OF BLOCK 2 OF EASTERN ACRES SUBDIVISION, BHM, PENNINGTON COUNTY, SOUTH DAKOTA into the Earth Drive Road District.

Motion Needed: To accept the election results and approve the annexation to the EARTH DRIVE ROAD DISTRICT described as E189’ OF LOT 6 OF BLOCK 1, AND LOT 11-15 INCLUSIVE OF BLOCK 2 OF EASTERN ACRES SUBDIVISION, BHM, PENNINGTON COUNTY, SOUTH DAKOTA.

Enc.: Official Returns
OFFICIAL RETURN

ANNEXATION OF PROPOSED AREA OF THE
EARTH DRIVE ROAD DISTRICT
PENNINGTON COUNTY, SOUTH DAKOTA

December 14, 2019

We, the undersigned members of the Election Board for the above noted election, do hereby certify that the following is a true abstract of the number of votes cast at said election as determined by the count performed and recorded in the Poll Book for said election.

“SHOULD THE PROPOSED AREA BE ANNEXED INTO THE EARTH DRIVE ROAD DISTRICT?”

E189° OF LOT 6 OF BLOCK 1, AND LOTS 11-15 INCLUSIVE OF BLOCK 2 OF EASTERN ACRES SUBDIVISION, BHM, PENNINGTON COUNTY, SOUTH DAKOTA

_____ YES  ___________ NO

Signed and dated this 14th day of December, 2019.

Print Name  

Print Name  

Print Name

Lori Shroyer  

Lori Murphy  

Mike Joebyen

Sign  

Sign  

Sign
Official Canvas Tally Sheet  
EARTH DRIVE ROAD DISTRICT  
ANNEXATION ELECTION  
December 14, 2019

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<table>
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<tr>
<td></td>
<td></td>
<td>-0-</td>
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</table>

Dated this 14th day of December, 2019 (signed by)

Election Official

Election Official

Election Official

TOTAL VOTES CAST 8
DATE: December 31, 2019

T0: Board of Commissioners

FROM: Sabrina Green
Deputy Auditor

RE: SP20-001

Pennington County Health and Human Services received grant revenues in 2019 that were not spent in 2019. These remaining revenues were reported as restricted fund balance at the end of 2019. In order to properly account for and spend the remaining fund in 2020 a budget supplement is necessary.

01/07/2020
MOTION: To schedule a hearing at 9:15 am on Tuesday, January 21, 2020, to supplement the General Fund John T Vucurevich budget in the amount of $8,057.40 from restricted fund balance.

01/21/2020
MOTION: To approve a supplement to the General Fund John T Vucurevich budget in the amount of $8,057.40 from restricted fund balance.
December 30, 2019

TO: Cindy Mohler, Auditor
    Sabrina Green, Deputy Auditor

FROM: Barry Tice, Health & Human Services Director

RE: John T. Vucurevich Foundation Discretionary Grant Supplement

With the 2019 budget complete, unspent grant funds remain for the John T. Vucurevich Foundation DUI Specialty Court Special Expenditures of $8,057.40.

I’m requesting supplements in the 2020 John T. Vucurevich Discretionary Grant budget as follows:

101-0412-0422-2083-40, DUI Special Expenditures $8,057.40

Thank you
# General Ledger
## BUDGET CONTROL REPORT

User: sabrina.green  
Printed: 12/30/2019 4:08:59 PM  
Period 01 - 12  
Fiscal Year 2019

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<td>22,603.64</td>
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</tr>
</tbody>
</table>
December 09, 2019

Dear SDPAA Members:

Thank you for your ownership membership in the South Dakota Public Assurance Alliance (SDPAA). This year marks the thirty-second anniversary of the SDPAA serving local governments throughout South Dakota.

Attached you will find a revised Intergovernmental Contract (IGC) which reflects the changes recently adopted by the SDPAA Board of Directors. These changes will take effect on January 1, 2020. The SDPAA Board of Directors made one change to the selection process for SDPAA Board members. The changes are reflected in IGC Article 5, section 2, where a new subsection c was added and it provides that a Member may only support the appointment or candidacy of one person to the SDPAA Board of Directors in any given year. The IGC terminology for Chairman and Vice Chairman was also revised to Chair and Vice Chair to be gender neutral. The rest of the IGC remains unchanged.

We believe this change to the appointment or election of Board Members will keep the Board as diverse as possible and enhance the SDPAA’s ability to receive input from a wide variety of local governments in South Dakota and to be able to respond to their needs.

At your earliest convenience, please have the appropriate authorized person sign both of the signature pages of the revised IGC on behalf of your entity and return one of the signed pages to the SDPAA in the enclosed self-addressed postage paid envelope. The entire copy is for your file. We encourage you to review the document with your legal counsel and contact us with any questions.

We look forward to working with you to continue providing broad coverage and great services at stable, competitive rates.

Best Regards,

David A. Pfeifle, Executive Director
South Dakota Public Assurance Alliance
INTERGOVERNMENTAL CONTRACT
FOR THE
SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

This Contract is made and entered into by the undersigned who, upon execution of the Contract, will become contractually bound with all other signatories.

Whereas, the Acts of the State of South Dakota authorize and/or permit various Governmental Authorities to contract, and;

Whereas, the undersigned desires, along with other such entities, to form or join or reaffirm their membership in a local government risk pool to be known as the South Dakota Public Assurance Alliance, and;

Whereas, pursuant to the authority granted by SDCL ch. 1-24 and any acts amendatory thereto, the undersigned executes this document for purposes of joining or reaffirming membership, by virtue of an intergovernmental contract, the local government risk pool known as the South Dakota Public Assurance Alliance;

Now, therefore, the undersigned executes this Agreement in consideration for other Governmental Authorities executing this Agreement for the purpose of joining or reaffirming their membership in a local government risk pool known as the South Dakota Public Assurance Alliance. The undersigned agrees to abide by the terms and conditions of this Contract and all actions taken pursuant to this Contract. In consideration of the mutual covenants of all signatories to this Intergovernmental Contract it is agreed as follows:

ARTICLE I – NAME

The Pool created by this Contract shall be known as the South Dakota Public Assurance Alliance.

The signatories hereto, together with future signatories, establish a contractual local government risk pool for the purpose of effectuating this Agreement; which Pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of the Agreement.

ARTICLE II – PURPOSE

The purpose of this Agreement is to enter into an Intergovernmental Contract to form a local government risk pool, to provide for joint or cooperative action by Members relative to their financial and administrative resources for the purpose of providing risk management services and risk sharing facilities to the Members and to the Member’s employees, and to defend and protect, in accordance with this Agreement, any Member of the Alliance against liability as defined under Pool Retention and in the Member’s Risk Sharing Certificate. This Contract and the activities hereunder shall not constitute doing an insurance business. This Agreement is intended to create a contractual relationship and agreement between the signatories.

This Agreement shall constitute a contract among those Governmental Authorities which shall now or at any time enter into this Agreement and become Members of the Alliance.

The liability of each Member is limited to the amount of financial contributions required to be made to the Alliance pursuant to the Agreement except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII.

This Agreement shall not inure to the benefit of third parties nor does any party hereto waive such sovereign or governmental immunity as may be available to it individually.

In no event shall a Member be responsible, jointly or severally, for the liabilities of any other Member except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII.
ARTICLE III – DEFINITIONS

In the interpretation of this Agreement the following definitions shall apply unless the context requires another interpretation:

1. Acts
   -- “Acts” shall mean such Acts of the State of South Dakota, pursuant to which this Contract is executed, as the same may be amended from time to time.

2. Administrator
   -- “Administrator” shall mean the South Dakota Public Assurance Alliance.

3. Agreement
   -- “Agreement” shall mean this Intergovernmental Contract for the South Dakota Public Assurance Alliance and all of the counterparts subsequently executed.

4. Alliance
   -- “Alliance” shall be the sum of all the contracts or contractual obligations of the Members.

5. Annual Operating Contribution
   -- “Annual Operating Contribution” shall mean those amounts necessary to fund the expenses of the Alliance.

6. Basis Rate
   -- “Basis Rate” shall mean that amount annually promulgated by the Administrator deemed necessary to provide the scope of coverage afforded to a Member for the period of one year corresponding to the Risk Sharing Certificate effective date with due consideration to the Member’s individual characteristics.

7. Board
   -- “Board” shall mean the Board of Directors of the South Dakota Public Assurance Alliance.

8. Casualty Coverage
   -- “Casualty Coverage” shall mean the coverage afforded a Member for Casualty Risk, pursuant to the Member’s Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.

9. Casualty Risk
   -- “Casualty Risk” shall mean General Liability, Government Officials Liability, Law Enforcement Liability, Automobile Liability and other similar coverages usual to a Governmental Authority.

10. Claims Administrator
    -- “Claims Administrator” shall mean any entity with whom the Administrator enters a contract for claims services.

11. Contract(s)
    -- “Contract(s)” shall mean this Agreement and all of its counterparts.

12. Governmental Authority
    -- “Governmental Authority” shall mean a public agency or any joint power agreement or separate entities consisting entirely of public agencies as defined in the Act.

13. Limits of Coverage
    -- “Limits of Coverage” shall mean the limits of coverage established by any applicable coverage document, the Risk Sharing Certificate, and any other document or agreement that establishes and controls limits of various coverages provided to the Member.

14. Member
    -- “Member” shall mean a Governmental Authority participating in the South Dakota Public Assurance Alliance by executing this Agreement.

15. Member’s Contribution
    -- “Member’s Contribution” shall mean all amounts paid by Members and allocated to the Operating Fund.
16. Operating Fund

--“Operating Fund” shall mean those amounts allocated to and designated as “Net Assets-Unrestricted” in the Alliance’s financial statements, as a result of increasing such amounts by the Annual Operating Contribution and investment income, and subtracting the expenses of the Alliance.

17. Pool

--“Pool” shall mean the cumulative funds collected under this Contract and the contractual activities conducted hereunder, also sometimes referred to as the Alliance. The Pool is the sum of all Members’ funds and contractual duties, benefits and obligations.

18. Pool Retention

--“Pool Retention” shall mean the amount that the Board may determine to retain as a designated retention from time-to-time.

19. Property Coverage

--“Property Coverage” shall mean the coverage afforded a Member for Property Risk, pursuant to the Member’s Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.

20. Property Risk

--“Property Risk” shall mean Property, Vehicle Physical Damage, Inland Marine, Crime, Boiler and Machinery, and other similar coverages usual to a Governmental Authority.

21. Risk Sharing Certificate

--“Risk Sharing Certificate” shall mean that document provided a Member evidencing the scope, nature, term, and limits of participation in the Alliance.

22. Scope of Coverage

--“Scope of Coverage” shall mean the coverage, limits, and deductibles as established and defined in this agreement, any applicable separate coverage document, the Risk Sharing Certificate, and any other applicable document defining or establishing such terms, and subsequent amendments thereto.

ARTICLE IV – MEMBERSHIP

Contractual membership of the Alliance shall consist of Governmental Authorities who have entered into this Agreement or its counterpart by and through an individual duly authorized to execute this Agreement, and who have agreed to make the Member’s Contribution pursuant to the further provisions hereof. Members agree to the admission of future Members and acknowledge that they shall have no right to object to the addition of such Members provided they are admitted in accordance with the terms hereof. This Agreement shall be automatically renewed unless the provisions for withdrawal or termination are applied.

Each Member shall appoint an individual and an alternate to represent the Member with the Alliance. That individual or alternate shall act as a liaison between the Member and the Alliance for purposes of relating risk reduction and loss control information, and any other information or instructions concerning the obligations of the Member imposed by this Agreement and the rules and regulations established hereunder. The individual or alternate shall cast, on behalf of the Member, any vote which the Member is required or permitted to cast.

The obligations of Members of the Alliance shall include, but not necessarily be limited to, the following:

1. To promptly report to the Administrator or designated Claims Administrator any incident which could result in a claim being made by or against the Member within the Scope of Coverage.

2. To cooperate with and institute to the degree possible all loss prevention procedures established by the Administrator.

3. To provide to the Administrator such information as needed for rating purposes, including but not limited to, a completed renewal packet and any supplement questionnaires, as requested, and a budget approved by
Member’s governing body of all revenues and expenditures for any fiscal year of the Member requested by the Administrator.

4. To provide representatives of the Administrator access to all records, including financial records and/or properties of the Member, provided the Administrator determines the information or access is necessary.

5. To cooperate with the Administrator and any employee, officer or independent contractor relating to the purpose and powers of the Alliance.

6. To allow attorneys and others employed by the Administrator to represent the Member in investigation, settlement, and all levels of litigation arising out of any claim made against the Member within the Scope of Coverage furnished by the Alliance.

7. To pay when due all annual contributions or other contributions, due or required, pursuant to this Agreement.

ARTICLE V – BOARD OF DIRECTORS

1. Administration of the Contract(s). The administration of this Contract(s) and management of the Alliance shall be governed by a Board of Directors of eleven (11) members comprised of six (6) municipal representatives, three (3) county representatives and the Executive Directors of the South Dakota Municipal League and the South Dakota Association of County Commissioners.

2. Qualifications of Members of the Board. Members of the Board shall be either:
   a. Elected officials of an Alliance Member provided the governing board or the member in question has supported their appointment or candidacy by Resolution; or
   b. Representatives, employees or appointed officials of an Alliance Member provided the governing board or the Member in question has supported their appointment or candidacy by Resolution; or
   c. No Member may support the appointment or candidacy of more than one person to the Board in any given year. If such person is later unable to assume office as a member of the Board for any reason, then this prohibition shall not apply.
   d. The Executive Directors of the South Dakota Municipal League and the South Dakota Association of County Commissioners are qualified by the nature of their respective positions and shall remain standing members of the Board.

3. Eligibility and Vacancies. Should the number of members of the Board become reduced due to disqualification, death, incompetence, resignation or other cause, the remaining members of the Board may appoint a person or persons to fill such a vacancy or vacancies until the time of the next annual meeting of the South Dakota Public Assurance Alliance so that the Board shall be maintained numerically during that time. At the next annual meeting of the South Dakota Public Assurance Alliance, the Nominating Committee of the Board of Directors shall recommend one candidate to fill each vacant position on the Board for the remainder of the term left open and Member entities of the South Dakota Public Assurance Alliance present at that annual meeting shall vote on the candidate recommended by the Nominating Committee in the manner described in paragraph 4 below. Any member of the Board may resign by sending notice of his/her resignation to the Chair of the Board and the Administrator.

4. Election and Term of Members of the Board. An election shall be held at the annual meeting of the South Dakota Public Assurance Alliance to fill any Board position that is open, or will become open as the result of an expiring term or vacancy as described in paragraph 3 above. Applications for all open positions to be filled at such an election shall be submitted in writing to the Nominating Committee of the Board of Directors at least thirty (30) days prior to the date of the South Dakota Public Assurance Alliance annual meeting in question. The Nominating Committee will consider all applications received and recommend one candidate to fill each open Board position. The election held at the annual meeting of the South Dakota Public Assurance Alliance shall be determined by a majority of those Alliance Member entities present and voting at the annual meeting with each Member entity having one vote. A candidate recommended by the Nominating Committee and nominated at the annual meeting shall be deemed elected if he/she receives more than 50% of the votes cast by those Member entities present and voting at the
election. If the candidate nominated fails to receive a majority of votes cast at the election then the Nominating Committee shall recommend a second person to stand at election at the same annual meeting. Board members elected at such an election shall take office on the following January 1. All Board members shall be elected to a three (3) year term. A Board member may be removed for just cause by a majority vote of the Board of Directors. There shall be no prohibition on election to successive terms.

5. Meetings of the Board. The Board of Directors shall hold its annual meeting in conjunction with the annual meeting of the South Dakota Municipal League. The Board shall meet a minimum of four (4) times per year and at such other times as called by the Chair. Any item of Alliance business may be considered at such meetings. Special meetings may be called by a majority of the Board of Directors. Meetings may be held by telephone or by written executed document.

Any member of the Board who has two (2) absences from the meetings of the full Board that have not been excused by the Chair in any one (1) calendar year may be replaced by the Board.

6. Executive Committee. The Executive Committee shall be comprised of five (5) members including the three officers elected by the Board, one at-large Board Member selected by a majority vote of the Board and the Executive Director of the South Dakota Municipal League. The Committee shall be chaired by the Chair of the Board. The Committee shall inform and direct the Executive Director of the South Dakota Public Assurance Alliance on Board policy and shall make recommendations to the Board as it deems necessary for the prudent operation and management of the Alliance.

7. Officers. By majority vote, the Board of Directors, at its December Board meeting, shall select from the members of the Board, a Chair, Vice-Chair, and Secretary/Treasurer.

ARTICLE VI – POWERS AND DUTIES

The Board of Directors shall be permitted and the undersigned authorizes it to perform and carry out, or delegate to others to perform and carry out, on behalf of the undersigned, each and every act necessary, convenient or desirable to, and for carrying out the purpose of this Contract and the Alliance, including but not limited to:

1. Administer the Alliance, receive Member’s Contributions (contracted obligations) to the Alliance, and settle and pay claims and losses on behalf of its Members;

2. Make and enter into contracts to conduct and operate the Alliance;

3. Employ employees and agents on behalf of the undersigned;

4. Incur liabilities and charges against the common funds of the Alliance, but no charge, liability or obligation so incurred shall be the charge, liability or obligation of any individual party to this Agreement;

5. Sue or be sued in the Member’s name or collective names, and defend such claims;

6. Acquire, or dispose of real and/or personal property;

7. Advise Members on loss control guidelines and procedures, and provide Members with risk management services, loss control, and risk reduction information;

8. Purchase for the Members reinsurance and/or excess insurance and/or enter into such excess risk sharing pools as may be available and deemed desirable for the protection of the Members and/or the Alliance itself;

9. Invest, on behalf of the Members, Alliance funds in securities and investments in a prudent and lawful manner;

10. Promulgate procedures and regulations for the general administration of this Contract(s);
11. Take such action as is necessary to terminate the participation/contract of any Member that fails to comply with the reasonable requirements of the Administrator concerning contractual obligations;

12. Provide surety and/or fidelity bonds, as may be available, for members of the Board, and all persons charged with the custody or investment of Alliance monies.

ARTICLE VII – LIABILITY OF THE BOARD OF DIRECTORS, ADMINISTRATOR, OR EMPLOYEES

The members of the Board of Directors, the Administrator, its directors, officers, and employees shall:

1. Use reasonable and ordinary care in the exercise of their duties hereunder;

2. Be afforded all of the privileges and immunities that may attach under any applicable law;

3. Not be liable for, and be held harmless and defended by the undersigned and from Alliance funds, for any act of negligence, any mistake of judgment or any other action made, taken or omitted in good faith;

4. Not be liable for any loss incurred through investment of funds or failure to invest such funds.

The Administrator may purchase, subject to availability and cost, insurance providing coverage for the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees.

The undersigned shall and the funds of the Alliance shall be used to hold harmless and defend the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees for any act or omission taken or omitted in good faith by the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees. The hold harmless and indemnity provisions of the undersigned shall be joint and several with all signatories to this Contract; provided, however, this obligation shall be considered an expense of the Alliance and in no event shall any individual signatory be liable for more than its pro rata annual contribution herein except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII. Nothing contained herein shall be construed as to require the undersigned to hold harmless or defend any party from any act done in bad faith or any breach of a fiduciary duty.

No covenant or agreement contained herein shall be deemed to be the covenant or agreement of any member of the Board of Directors or the Administrator nor any of its employees and none of such persons shall be subject to any personal liability or accountability by reason of the acceptance of a position or the undertaking of the performance of any of the responsibilities, obligations or duties contemplated in the carrying out of this Agreement, whether by virtue of any construction, statute or rule of law.

ARTICLE VIII – ESTABLISHMENT OF OPERATING FUND

1. The Board shall establish a budget which shall consist of Member’s Contributions in amounts not less than the Administrator deems sufficient to annually produce the sum of money reasonably necessary to fund the expenses and any deficiencies which may occur in the Alliance’s Operating Fund regulatory authority; the sum of which shall be known as the Annual Budget.

2. Thirty (30) days prior to the Alliance’s fiscal year end, or at such other time as directed by the Board, the Administrator shall prepare an Annual Budget for the succeeding fiscal year. The Annual Budget shall be used to assist in determining the annual rates for the Alliance. The rates determined by the approval of the Annual Budget by the Board of Directors are used to determine the contributions for each Member, based on their exposures. Members’ Annual Operating Contributions will be determined on an individual basis, based on detailed analysis of exposures and for a one (1) year period from their Risk Sharing Certificate effective date of coverage.

3. In the event that the Operating Fund becomes deficient during any Alliance fiscal year, the Alliance shall liquidate any and all assets and continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the
Risk Sharing Certificate until all funds of the Alliance are exhausted. After such time, all coverages and payment of valid claims shall be the sole and separate obligation of each individual Member.

ARTICLE IX — MEMBER’S WITHDRAWAL, CANCELLATION, OR TERMINATION

1. Members agree to continue membership for a period of not less than one (1) full year. At the conclusion of such period, or anniversary thereof, a Member who has given sixty (60) days prior written notice to the Alliance may withdraw. Within 120 days following withdrawal, or as soon thereafter as the next Annual Budget is completed, the Alliance will advise the withdrawing Member their total calculated portion of contributions made to the Alliance that shall be refunded.

Refunds shall be calculated based on the pool’s total contributions, along with the Member’s total contributions, current losses, unpaid losses, and loss expenses, the Member’s loss ratio, and number of membership years.

Members who withdraw from the pool shall receive a calculated portion of their contributions refunded for unpaid casualty losses, based on the following schedule:

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<th>Percentage</th>
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<tr>
<td>1</td>
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<td>35%</td>
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<tr>
<td>5</td>
<td>30%</td>
</tr>
<tr>
<td>6+</td>
<td>20%</td>
</tr>
</tbody>
</table>

All refunds shall be paid to the withdrawing Member over a five-year term.

Anything contained in this Agreement to the contrary notwithstanding, a Member’s election to cease participation in the Alliance for Property Coverage shall not constitute a withdrawal under any other terms and conditions of the Agreement. Property Coverage applies only to losses or claims which occur prior to the termination date. All rights for reimbursement or any right to claims against the Alliance shall terminate for Property losses which occur after the termination date.

Effective 12:01 a.m. on the date of the withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all known and unknown Casualty Coverage claims or claims expense shall thereafter become the sole responsibility of the withdrawing Member without regard to whether a claim occurred or was reported prior to the withdrawal of the Member’s participation in the Alliance.

Effective 12:01 a.m. on the date of the withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all Property claims and claim expense incurred thereafter shall become the sole responsibility of the withdrawing Member. Any Property claim reported in a timely manner not to exceed sixty (60) days after its occurrence shall be covered by the Alliance if the claim occurred during the period the Risk Sharing Certificate was in effect and if coverage is otherwise available under the Risk Sharing Certificate.

At the request of the withdrawing Member, the Alliance will continue to service all claims which have been reported to the Alliance during the withdrawing Member’s period of participation so long as the withdrawing Member shall promptly reimburse the Alliance for all claims expenses incurred. Payment of all claims so serviced by the Alliance for the withdrawing Member shall be the sole responsibility of the withdrawing Member and the Alliance shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph.

Anything contained in this Agreement to the contrary notwithstanding, a Member that has given notice of withdrawal may rescind said notice provided written notice of rescission is sent to the Alliance within the sixty (60) day period and provided further all contributions required from said Member are made in a timely fashion.
2. The Alliance may, by a two thirds (2/3) majority of the Board and by providing a Member sixty (60) days prior written notice, cancel that Member’s participation in the Alliance and terminate its Intergovernmental Contract effective at the end of any Risk Sharing Certificate year. Thereafter, it shall be the responsibility of the Alliance to defend, settle, and pay claims within the scope and limits set forth in the cancelled Member’s Risk Sharing Certificate in effect on the date of the occurrence out of which such claim arose. This provision shall apply solely to claims which occurred during a Member’s participation and evidenced by the Member’s Risk Sharing Certificate. The cancelled Member shall have the right, prior to the actual date of cancellation, to withdraw from the Alliance by giving notice of such withdrawal. Electing to so withdraw, the Member shall be subject to the provisions of paragraph one (1) of this Article. Failing to elect to give notice of withdrawal, the cancelled Member forfeits all rights to a refund of any contributions made to the Alliance by said cancelled Member.

3. Any Member failing to make payments when due as required by this Agreement shall be terminated from the Alliance effective on the date the payment was due and upon that effective date of termination all coverages and benefits hereunder shall cease. All known and unknown claims and claims expenses thereafter shall become the sole responsibility of the terminated Member without regard to whether a claim occurred or was reported prior to the termination of the Member’s participation in the Alliance. At the request of the terminated Member, the Alliance will continue to service all claims which have been reported to the Alliance during the terminated Member’s period of participation so long as the terminated Member shall promptly reimburse the Alliance for all claims the terminated Member and the Alliance shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph. The terminated Member shall also forfeit all rights to any return of contributions and the Alliance shall apply any or all of the terminated Member’s forfeited funds to the Operating Fund. If the Member shall subsequently submit its payment, the Administrator may, in its discretion, reinstate such membership.

ARTICLE X – SCOPE OF RISK SHARING PROTECTION

1. The Alliance provides risk sharing protection to each Member and will make or secure payment on behalf of each Member under criteria and procedures established for the payment of claims as provided in the Member’s Risk Sharing Certificate. As long as a Member continues to renew its annual Risk Sharing Certificate, any claim that occurred during the period the Risk Sharing Certificate is in effect shall be considered for payment as provided in the Member’s Risk Sharing Certificate.

2. The Alliance may obtain excess insurance, reinsurance, or join in excess risk sharing pools.

3. In the event that a claim or series of claims exceeds the amount of the risk sharing protection provided by the Member’s Risk Sharing Certificate, or in the event that a claim or a series of claims should exhaust the Operating Fund and any reinsurance, then payment of valid claims shall be the sole and separate obligation of the individual Member or Members against whom the claim was made and perfected by litigation or settlement.

4. A Member may purchase, in its sole discretion, any insurance coverage in addition to those amounts purchased by the Alliance.

5. The Board may make changes in the Scope of Coverage, the amount of risk sharing protection or risk sharing retention by the Alliance upon consideration of the needs and requirements of Members, loss experience, and/or the kind and amounts of reinsurance or other excess coverage available. Where the Board takes such action, immediate notice after taking of such action shall be sent to all Members or their representatives.

ARTICLE XI – TERMINATION

The Alliance shall terminate at such time as two-thirds (2/3) of the municipal and county Members vote for such termination. After a vote to terminate, the Board shall commence with the orderly liquidation of the Alliance’s business and shall complete the same as promptly as possible. During such period of liquidation the Alliance shall continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the Risk Sharing Certificate until all funds of the Alliance are exhausted. After payment of all claims and losses, any remaining funds held by the Alliance shall be paid to all Members of the Alliance at the time of the vote of termination, on a pro rata basis determined by the Board.
To the extent of the existence of funds in the Operating Fund, no Member shall be responsible for any claim, claims, judgment or judgments against any other Member or Members. If upon termination of the Alliance the remaining assets of the Alliance are insufficient to satisfy indebtedness of the Alliance (excluding claims or judgments against the Members), such deficiency shall be made up by assessments against Members of the Alliance on a pro rata basis determined by the Board.

ARTICLE XII – MISCELLANEOUS PROVISIONS

1. The provisions of this Agreement shall be interpreted pursuant to the laws of the State of South Dakota.

2. The parties hereto consent that courts in the State of South Dakota shall have jurisdiction over any dispute arising under this Agreement. The terms of this Agreement may be enforced in a court of law in the State of South Dakota either by the Alliance or by any Member.

3. The consideration for the obligations imposed upon Members pursuant to and under this Agreement shall be based upon the mutual promises and agreements of all Members who now execute or who hereinafter execute this Agreement.

4. This Agreement may be executed in duplicate originals or counterparts now or at any time in the future. The individual executing this Agreement on behalf of the participating Member hereby represents and certifies that he/she is duly empowered to so execute this document.

5. No waiver of any breach of this Agreement or any provisions herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.

6. This Agreement shall be binding and shall inure to the benefit of all Members who shall have executed this Agreement and complied with the financial requirements hereunder and provided that the Members shall have been duly approved in accordance with the terms and provisions of this Agreement.

7. The provisions of this Agreement shall be deemed severable and if any provision or part thereof is held illegal, void or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid or binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement shall not in any way be affected or impaired but shall remain binding in accordance with their terms and this Agreement shall be so interpreted.

8. This Agreement and the Risk Sharing Certificate contain the complete Agreement between the parties and no representations or oral statements made or heretofore given shall constitute a part of this Agreement. In the event that any provision of this Agreement is in conflict with or is incompatible with such, the terms and conditions of this Agreement shall prevail and take precedence.

9. This Agreement may be altered or amended only by amendments duly adopted in accordance with the terms and conditions of this Agreement, provided, however, that the Risk Sharing Certificate may be amended from time to time to reflect the exposures of each Member and such changes shall be exempted from the preceding terms of this paragraph.

10. The caption headings used in this Agreement are used merely for identification purposes and shall not be deemed a part of this Agreement.

11. Whenever in this Agreement words, including pronouns, are used in the singular or plural, or masculine or feminine, they may be read and construed in the plural or singular, or feminine or masculine, respectively, wherever they so apply.
12. This Agreement may be amended by the Board with the approval of two-thirds (2/3) of the members of the Board. All Members agree to properly execute and adopt amendments so approved.

13. The Board may, with the approval of two-thirds (2/3) of the members of the Board, elect to reform or reconstitute the Alliance to a stock, mutual, or reciprocal insurance company operating as a captive, Risk Retention Group, or other risk sharing entity.

14. The Alliance shall maintain a fiscal year ending December 31.

ARTICLE XIII – AGENT AND OFFICE

The agent of the Alliance for service of notice shall be the Administrator, 208 Island Drive, Ft. Pierre, SD 57532.

ARTICLE XIV – NOTICE

All notices required to be given under this Agreement pursuant to Article IX shall be in writing and sent by certified mail, return receipt requested, with postage prepaid. Notices by a Member to the Alliance shall be sent to the address in Article XIII to the attention of the Administrator. Notices to any Member shall be sent to the representative of the Member at the Member’s last known address.

Notices to be given under this Agreement pursuant to Article X, S. shall be sent to all Members or their representatives following Board action.

In the event that any party to this Agreement desires to change its address, notice of change of address shall be sent to the other party in accordance with the terms and provisions in this Article.

In Witness whereof, this Agreement was executed on the _____day of ______________, in the year ____________, by the undersigned duly authorized officer of the Governmental Authority indicated below:

GOVERNMENTAL
AUTHORITY: Pennington County
Name of Entity

By: ________________________________

PRINT NAME: ________________________________

TITLE: ________________________________

ACCEPTED FOR THE
SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

By: ________________________________

TITLE: ___ Executive Director
ADMINISTRATOR ON BEHALF OF ALL OTHER CURRENT AND FUTURE SIGNATORIES
Memo

To: Commissioners

From: Joan Martin

Date: January 7, 2020

Re: March meeting date change

Commissioners,

We would like to change the March 19, 2020 meeting date back to March 17, 2020.

The date had originally been moved to accommodate the SDACC Spring Workshop. However, the Workshop will not be held this year. Therefore, for the sake of consistency, we would like to change the meeting back to the 3rd Tuesday of the month, March 17, 2020.
December 20, 2019

Pennington County Commission
130 Kansas City Street
Rapid City, SD 57701

Re: 2020 Humane Society Contract

Dear Board:

I have reviewed the attached 2020 Animal Shelter Control Agreement and found no changes from the approved 2019 agreement. This will be the 7th year of utilizing this contract with the Humane Society of the Black Hills and both our office and the Humane Society are satisfied with how it has operated.

Motion 1: Authorize the Pennington County Commission Chairperson to sign the Humane Society – Pennington County Animal Shelter/Control Agreement so that it will be in place by January 1, 2020.

I will be available at the January 7, 2020 commission meeting to discuss any questions or concerns that you may have. Your time and attention in dealing with this matter is greatly appreciated.

Sincerely,

Kevin Thom
Sheriff
HUMANE SOCIETY—PENNINGTON COUNTY
ANIMAL SHELTER/CONTROL AGREEMENT

THIS AGREEMENT is made and entered by Pennington County, a political subdivision of the State of South Dakota, hereinafter “COUNTY” and the Humane Society of the Black Hills, a South Dakota non-profit corporation, with its principal place of business in Rapid City, South Dakota hereinafter “SOCIETY”.

WHEREAS, the parties desire that SOCIETY shall provide animal sheltering services to COUNTY for animals specifically identified by the Pennington County Sheriff to be in need of such service and for such animals to be subsequently returned to their owners, adopted into good responsible homes, or humanely euthanized.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties follows:

I

This agreement shall be effective commencing on January 1, 2020 and ending on December 31, 2020.

II

COUNTY agrees to pay SOCIETY a yearly sum of fifty thousand dollars ($50,000) for the performance of its obligations on a pro-rated monthly basis in the amount of four thousand one hundred sixty-six dollars and sixty-seven cents ($4,166.67) for a total of eight months and four thousand one hundred sixty-six dollars and sixty-six cents ($4,166.66) for a total four months on the first day of each month beginning on January 1, 2018 and continuing on the first day of each month thereafter during the term of this agreement.

III

For this consideration, SOCIETY shall provide the following services pursuant to this Agreement.

A. SOCIETY shall maintain regular posted office hours of not less than forty (40) hours at the animal shelter for the purpose of transacting business in connection with the obligations of SOCIETY under this Agreement and for the receiving of animals or for accepting applications for redemption of impounded animals. Said scheduled hours shall be provided to COUNTY.

B. SOCIETY shall provide shelter to “county” animals at the request of the Pennington County Sheriff’s Office, the Animal Control Officer, or by citizen turn-ins of stray animals.
C. SOCIETY shall be available, on an individual case basis, to assist the Sheriff with investigations, animal capture and other specifically requested services.

D. COUNTY realizes there may be occasional incidents, such as large-scale criminal investigations, that are beyond the scope of routine services outlined in this contract. As a possible remedy to these occasional incidents, SOCIETY may submit a detailed invoice to COUNTY through the Sheriff’s Office for consideration of additional payment above and beyond the contracted amount.

1. SOCIETY shall notify the on-duty Sheriff’s Office Supervisor to generate a case report at the beginning of such an incident if SOCIETY plans to submit the additional invoice.

2. For purposes of this contract, COUNTY will not consider additional charges above a $20.00 boarding fee for each additional day an animal spends in the shelter.

E. SOCIETY shall provide the following additional services/information:

1. Appoint and/or maintain competent and qualified agents for carrying out the obligations under this agreement;

2. Issue and collect fees for animal licenses;

3. Maintain complete books and records of all county animals taken into custody and impounded showing the date, place and manner whereby the animals are brought into custody with a description of the animal and a record of its final disposition including all associated fees chargeable to COUNTY.

4. All books and records of SOCIETY shall be open for inspection by COUNTY and its designee(s) upon reasonable request to determine accuracy and compliance with this Agreement and applicable law;

IV

SOCIETY shall maintain the following minimum limits of insurance coverage.

A. Worker’s compensation coverage required by law, including Employer’s Liability Insurance of not less than;

<table>
<thead>
<tr>
<th>Injury Type</th>
<th>Amount</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily injury by Accident</td>
<td>$100,000.00</td>
<td>Each Accident</td>
</tr>
<tr>
<td>Bodily injury by Disease</td>
<td>$100,000.00</td>
<td>Each Employee</td>
</tr>
<tr>
<td>Bodily injury by Disease</td>
<td>$500,000.00</td>
<td>Policy Limit</td>
</tr>
</tbody>
</table>
B. Commercial General Liability Insurance with a Combined Single Limit of Liability of not less than:

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000.00</td>
</tr>
<tr>
<td>Products and Completed Operations Aggregate</td>
<td>$2,000,000.00</td>
</tr>
<tr>
<td>Personal Injury Each Person</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Advertising Injury Each Person Limit</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

C. Professional Liability Insurance with minimum limits of one million dollars ($1,000,000.00) each person and three million dollars ($3,000,000.00) aggregate.

D. Commercial Automobile Insurance with a Combined Single Limit of not less than one million dollars ($1,000,000.00) each person and one million dollars ($1,000,000.00) each occurrence.

E. Commercial Umbrella Insurance providing excess liability over primary coverage of Employer’s Liability Commercial General Liability, Professional Liability, and Commercial Automobile Liability limits of not less than one million dollars ($1,000,000.00) each occurrence and one million dollars ($1,000,000.00) aggregate.

F. Additional Insurance Provisions: Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require forty-five (45) days written notice prior to expiration, cancellation, non-renewal or any material change in coverage or limits. A written notice thereof shall be given to COUNTY by certified mail to: Pennington County Auditor, 130 Kansas City St. Rapid City, South Dakota 57701 or to such address as COUNTY may designate in writing. SOCIETY shall also notify COUNTY in a like manner within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal payment of premiums or assessments for any deductibles which are the sole responsibility and risk of SOCIETY.

2. Companies issuing the insurance policy or policies shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles that are the sole responsibility and risk of SOCIETY.

3. The Term “COUNTY” shall include all Boards, Commissions, Divisions, Departments, and Offices of COUNTY and individual members and employees thereof in their official capacities, and while acting on behalf of COUNTY.
4. COUNTY shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance.

5. The policy clause “Other Insurance” shall not apply to any insurance policy coverage currently held by COUNTY, to any future coverage, or to COUNTY’s Self-Insured Retentions of whatever nature. SOCIETY waives subrogation rights for loss or damage against COUNTY.

V

A. COUNTY and SOCIETY agree that unclaimed or unredeemed animals seized and impounded pursuant to this agreement (other than for rabies observation, criminal cases or protective custody) shall become the property of SOCIETY upon its compliance with the one (1) to three (3) day impoundment period required by Pennington County Ordinance # 4. Upon compliance with the one (1) to three (3) day impoundment period, all further costs associated with the boarding, treatment and disposal of said animals shall become the sole responsibility of SOCIETY.

B. SOCIETY agrees to charge and collect from all persons who reclaim impounded animals all fees otherwise chargeable to COUNTY pursuant to this agreement. COUNTY and SOCIETY further agree that SOCIETY shall retain as its sole property all boarding fees collected pursuant to its operation of the shelter and all license and/or registration, impoundment, and reclaim fees collected. SOCIETY shall only bill COUNTY for fees associated with the impoundment of animals requested by the Sheriff.

C. COUNTY and SOCIETY agree that any fines collected by the Court for COUNTY as a result of any violation of law or ordinance shall be retained by COUNTY as its sole property unless the court otherwise directs. This section shall not prevent SOCIETY from seeking restitution for actual costs incurred.

VI

It is further agreed, by and between the COUNTY and the SOCIETY, as follows:

A. That SOCIETY is and at all times shall remain an independent contractor with COUNTY, and no relationship of agency shall be deemed to exist between SOCIETY and COUNTY.

B. That SOCIETY shall neither assign any of the rights, nor delegate any of the duties imposed upon it under the provisions of the Agreement without having first obtained the written permission of COUNTY.
C. That this Agreement may not be enlarged, modified, or altered, except in writing signed by the parties as an amendment hereto.

D. That the only expenditures to be made by COUNTY under and by virtue of this Agreement shall be those payments specifically provided herein.

E. That if any party materially breaches any part of this Agreement, the non-breaching party shall provide to the breaching party written notice of such breach. Thereafter, the breaching party shall have a reasonable opportunity to correct the breach. If the breach is not corrected within thirty (30) days or such longer period as mutually agreed upon, the non-breaching party may terminate this Agreement upon written notice to the breaching party.

IN WITNESS WHEREOF, the undersigned parties hereto have executed this agreement to be effective January 1, 2020 through December 31, 2020.

________________________________________________________________________
Humane Society of the Black Hills
President or Designee

Date

________________________________________________________________________
Pennington County
Chairperson

Date
To: Pennington County Commissioners

From: Janet Sayler, Treasurer

Re: Designation of Banks

Date: December 16, 2019

Pursuant to S.D.C.L. 7-20-13, I respectfully request the Board of Commissioners to designate Wells Fargo Bank of South Dakota N.A. and First Interstate Bank as the primary active depositories for Pennington County. Please be advised that we may utilize other financial institutions for short-term investments throughout the year.

7-20-13. Selection of active depositories. In selecting depositories for the deposit of county funds, the board of county commissioners may designate one or more banks within the county as active depositories for the deposit and withdrawal, by the county treasurer, of daily receipts of cash, checks, drafts, and other cash items.

Source: SL 1927, ch 80, § 1; SDC 1939, § 12.0819.
4-6A-3. Segregation of collateral by public depository--Value--Deposit and designation--Letters of credit and surety bonds. Every qualified public depository shall at all times maintain, segregated from its other assets, eligible collateral having a value at least equal to its maximum liability under this chapter. Such collateral shall be segregated by deposit in such manner as the commission approves. The collateral shall be clearly designated as security for the benefit of public depositors under this chapter and shall be pledged as collateral for those public deposit accounts which exceed deposit insurance. Irrevocable standby letters of credit or surety bonds shall be segregated or issued in such manner as the commission approves.

DATE: January 7, 2020
FROM: Joan Martin
TO: Board of Commissioners
RE: 2020 Extension Advisory Board Appointments

Commissioners – This agenda item is to appoint the following individuals to the 2020 Pennington County Extension Advisory Board:

Joyce Bowman (Returning)
Patty Bruner (Returning)
Matt Odden (Returning)
Alan Van Bochove (Returning)
Dallas Vos (Returning)

No interviews were conducted per policy as it was determined special conditions exist to deviate from policy. No Citizen Interest forms were received other than the five returning Board members.

Per SDCL 13-54-11 Establishment and composition of county extension board--Appointment and terms of office--Officers of board. Immediately after the boards of county commissioners have voted to establish cooperative extension work under the provisions of this chapter, they shall appoint a county extension board of five to seven members. At least two members shall be farmers and one a member of the board of county commissioners who may also be one of the farmer representatives. No person shall be denied membership on the grounds of sex, race, color, creed, or national origin. The membership shall be representative of the racial population mix in the county and of the various interest groups served by extension. The members of this board shall be appointed for a period of one year and their terms shall expire on the tenth of January each year. This board shall, at its first meeting after January tenth each year, organize and elect from their membership a president, vice president, and secretary-treasurer.

Motion Requested: I move to appoint Joyce Bowman, Patty Bruner, Matt Odden, Alan Van Bochove and Dallas Vos to the 2020 Extension Advisory Board and approve the Board Chair's signature on the Warrants of Appointment.

Thank you.
PENNINGTON COUNTY POLICY & PROCEDURE
APPOINTMENT PROCESS FOR COMMITTEES, BOARDS, ETC.

It is the statutory duty of the Pennington County Board of Commissioners (hereinafter called "County Commission") as the governing body of Pennington County, SD to appoint qualified, knowledgeable and dedicated people to serve on various Commissions, boards, committees, task forces, etc. (hereinafter referred to as "committee").

Section 1 – Policies and Procedures
The policies and procedures governing appointments by the County Commission to various committee(s) are as follows:

A. **Qualification:** Except as otherwise provided in statute, applicable by-laws or other policy, rule or agreement in existence, a resident of Pennington County is eligible to serve on a committee unless a conflict of interest prohibits such appointment.

B. **Term Limits:** Unless otherwise provided by South Dakota law or prior action of the Board, the term of any committee appointment shall be 3 years. A committee member may serve no more than 2 consecutive terms. The County Commission may waive the restriction on consecutive term limits for the following reasons:
   1. Lack of applicants to fill positions;
   2. Lack of applicants with specific required knowledge or skill; and
   3. Lack of applicants who meet specific qualifications as required by policy or statute.

In the event a member's term expires and the committee holds a meeting before the County Commission makes a new appointment, the incumbent member shall be authorized to continue serving on the committee until the County Commission takes action.

C. **Compensation:** Many committees are voluntary in nature and shall be considered as such. If applicable, a committee member may be paid per diem and mileage.

D. **Removal of Appointment:** Except as otherwise provided in statute, applicable by-laws or other policy, rule or agreement in existence, the County Commission may remove and replace any committee member at any time at its discretion.
E. **Binder Information:** The County Commission Office will keep a binder containing a list of all county appointments with the following data available for public inspection:

1. Name and purpose of committee(s) with a brief summary of its function;
2. Names of appointed committee members, terms, contact information and number of terms served;
3. Regular date, time and location of committee meetings;

**Section 2 – Procedure for making appointments:**

The procedure for making initial appointments and filling vacancies on committees is as follows:

A. Notification of current openings:

1. The Commission Office shall maintain a list of current openings stating terms of office, any requirements and duties of the position;
2. The Commission Office shall post current openings on the County website, the County Facebook page and on the County bulletin board. The Commission shall also publish current openings thru the Rapid City Journal in the Sunday employment ads. Other designated legal newspapers may be utilized as deemed necessary by the Commission Office Manager;
3. The submittal deadline for each opening position will be set according to the Commission Meeting schedule agenda deadline.

B. Selection Process:

1. Those who want to be considered for an appointment are asked to submit a Citizen Interest Form describing their qualifications and background;
2. The Commission Office Manager shall verify eligibility for each applicant to ensure they meet specific requirements established by statute, applicable by-laws or other policy, rule or agreement in existence where applicable;
3. Upon receiving a Citizen Interest Form, the Commission Office Manager may contact the applicant to acknowledge receipt and may provide further instructions and/or information;
4. The Commission Office Manager shall convene the following individuals to act as the pre-appointment interviewing “Group” whose responsibility shall be to interview the applicant(s) individually prior to consideration of the appointment by the County Commission. The “Group” shall be made up of not more than two County Commissioners, the Commission Office Manager, a County Employee(s) who work in the Office or Department that is associated with the purpose or role of the Committee and where applicable, a current member of an existing committee that has a vacancy to fill;
5. The applicant(s) will be asked to make a statement to the Group regarding the reason why he/she desires to serve on the committee including but not limited to the contributions the applicant could make to the particular committee or if the applicant is seeking reappointment, what contributions have been made during their service;
6. Supplemental interview questions may be utilized in the selection interview process. The Commission Office Manager, along with the Chair of the County Commission, shall pre-determine the questions;

7. If utilized, the supplemental interview questions will be provided to all applicants prior to the interview date as identified; the applicants(s) may be asked to answer the questions in front of the Group or they may be instructed to return their responses in writing ahead of the interview;

8. After the completion of all interviews, the Group will prepare a written statement naming the applicants(s) who are being recommended for appointment and shall include their reasoning(s) for the recommendation. Per SDCL 1-27-1.18, the recommendation shall be presented to the full Commission in an open meeting. The Commission shall delay the official appointment(s) until the next scheduled meeting;

9. The recommendation shall be placed in the agenda packet with all of the Citizen Interest Forms received for the opening;

10. All applicants are invited to attend the County Commission meetings at which the recommendations and subsequent appointments are made;

11. The County Commission may choose to accept the recommendation of the Group or appoint another applicant upon a motion and majority vote of the Board;

12. The County Commission may utilize a voice or roll call vote or paper ballot to aid in the selection process; and

13. The County Commission may vote to utilize another method of selection if special circumstances exist.

C. Other important items:

1. The Commission Office will not keep previous Citizen Interest Forms. A new Citizen Interest Form must be submitted for each opening;

2. If a current sitting committee member is interested in reappointment, they must submit a new Citizen Interest Form.

D. Notification of Appointment:

1. The Commission Office will prepare a letter or email notification to the appointee with information concerning their respective committee; and

2. The Commission Office will notify the applicants not selected if they are not in attendance.

Section 3

This policy shall be considered a general policy only and shall not prohibit the County Commission from making appointments/reappointments to the various committee(s) that deviate from this policy if special conditions exist which justify the deviation.
Section 4
The foregoing sections of this policy shall have no effect on appointments of sitting County Commissioners to Boards, Commissions, committees, task forces, etc. The appointment of such shall be completed according to the following procedure:

A. Current and incoming County Commissioners shall submit a completed interest form to the Commission Office Manager indicating their preferred Committee assignments prior to the start of the New Year.

B. The requests shall be reviewed by the Commission Office Manager and Chair of the County Commission.

C. All such appointments shall be made by the Chair.

D. All such appointments shall be presented in a public meeting in January of each year.

Approved this 5th day of December, 2017.

\s\ Deb Hadcock

Deb Hadcock, Chair
Pennington County Board of Commissioners
NEWS RELEASE
EXTENSION ADVISORY BOARD MEMBERS NEEDED
November 18, 2019

The Pennington County Board of Commissioners is now accepting applications for the 2020 SDSU/County Extension Advisory Board. The Board provides guidance and direction to the County Commissioners in the development, delivery, and evaluation of 4-H programs and services.

Service in the position is voluntary and no compensation will be derived. Board members are expected to attend four to six regularly scheduled meeting per year, as well as any special meetings which may be called if needs arise.

Per SDCL 13-54-11; the membership shall be representative of the racial population mix in the county and of the various interest groups served by Extension. In order to fill this requirement, we are looking for White and American Indian persons with the majority being between the ages of 18-65 per the 2010 Census results for Pennington County.

Those who want to be considered for an appointment are asked to submit a citizen interest form describing their qualifications and background to the Pennington County Board of Commissioners, 130 Kansas City Street, Suite 100, Rapid City, SD 57701. Please include your agency or community affiliation (if applicable), your particular interests as related to a board of this kind, and what you can contribute to such a board. Citizen interest forms can be found on the County website at http://www.pennco.org/boardopenings.

All responses must be received in the County Commission Office by 4:00 p.m., Friday, December 20th, 2019. Interviews are tentatively scheduled to be conducted on Monday December 30th, 2019. The recommendations for the individuals selected are to be presented at the January 7th, 2020 and the appointments to be made at the January 21st, 2020 Board of Commissioners Meeting. All applicants are asked to attend the January 21st meeting.

For more information contact Holli Hennies, Commission Office Manager at (605) 394-2171.

South Dakota State University, South Dakota Counties and U.S. Department of Agriculture are cooperating agencies. South Dakota State University is an Affirmative Action/Equal Opportunity Employer and offers all benefits, services, education and employment opportunities without regard for race, color, creed, national origin, ancestry, citizenship, age, gender, sexual orientation, disability, or Vietnam Era Veteran status.
To whom it may concern,

I have had the opportunity to work with the appointed Extension Advisory Board members for the 2019 year and feel that they are all great candidates and respectfully request that they be reappointed for the 2020 year. These board members care about 4-H and work with staff to make the ‘Best Better”, continually striving to improve the quality of youth development we are able to provide to the community.

They have been very supportive of me personally since I have taken on this leadership role and learn the ropes of Pennington County. The advisory board is dedicated to improvement of the program we offer and always willing to offer insight with the knowledge they possess.

With the hopes of continuing to offer positive youth development to Pennington County and finding new ways to expand the opportunities we provide to underserved youth within our community the future of 4-H is positive; I would be honored to continue to again work with the five individuals that serve as the members of the 4-H Extension Advisory Board.

Regina Bakley

4-H Youth Program Advisor – Pennington County
WARRANT OF APPOINTMENT

STATE OF SOUTH DAKOTA - COUNTY OF PENNINGTON

This is to certify that at a meeting of the County Commission, held within and for the County of Pennington, South Dakota, on the 7th day of January, AD, 2020, Joyce E. Bowman was appointed to the Pennington County Extension Advisory Board for said County of Pennington, South Dakota, for a term commencing on January 7th, 2020, and ending January 10th, 2021, unless sooner removed by the official action of the governing body.

Witness my hand and official seal of Pennington County, South Dakota, this 7th day of January, 2020.

Chair
Pennington County Commission

ATTEST:

Pennington County Auditor/Deputy

Document Prepared By: Holli Hennies
Pennington County Commission Office
130 Kansas City Street, Suite 100
Rapid City, South Dakota, 57701
(605) 394-2171

Attached to and becoming a part of the general liability policy issued on behalf of Pennington County by the South Dakota Public Assurance Alliance.
WARRANT OF APPOINTMENT

STATE OF SOUTH DAKOTA - COUNTY OF PENNINGTON

This is to certify that at a meeting of the County Commission, held within and for the County of Pennington, South Dakota, on the 7th day of January, AD, 2020, Patty Brunner was appointed to the Pennington County Extension Advisory Board for said County of Pennington, South Dakota, for a term commencing on January 7th, 2020, and ending January 10th, 2021, unless sooner removed by the official action of the governing body.

Witness my hand and official seal of Pennington County, South Dakota, this 7th day of January, 2020.

__________________________
Chair
Pennington County Commission

ATTEST:

__________________________
Pennington County Auditor/Deputy

Document Prepared By: Holli Hennies
Pennington County Commission Office
130 Kansas City Street, Suite 100
Rapid City, South Dakota, 57701
(605) 394-2171

Attached to and becoming a part of the general liability policy issued on behalf of Pennington County by the South Dakota Public Assurance Alliance.
WARRANT OF APPOINTMENT

STATE OF SOUTH DAKOTA - COUNTY OF PENNINGTON

This is to certify that at a meeting of the County Commission, held within and for the County of Pennington, South Dakota, on the 7th day of January, AD, 2020, Matt Odden was appointed to the Pennington County Extension Advisory Board for said County of Pennington, South Dakota, for a term commencing on January 7th, 2020, and ending January 10th, 2021, unless sooner removed by the official action of the governing body.

Witness my hand and official seal of Pennington County, South Dakota, this 7th day of January, 2020.

______________________________
Chair
Pennington County Commission

ATTEST:

______________________________
Pennington County Auditor/Deputy

Document Prepared By: Holli Hennies
Pennington County Commission Office
130 Kansas City Street, Suite 100
Rapid City, South Dakota, 57701
(605) 394-2171

Attached to and becoming a part of the general liability policy issued on behalf of Pennington County by the South Dakota Public Assurance Alliance.
STATE OF SOUTH DAKOTA - COUNTY OF PENNINGTON

This is to certify that at a meeting of the County Commission, held within and for the County of Pennington, South Dakota, on the 7th day of January, AD, 2020, Alan Van Bochoven was appointed to the Pennington County Extension Advisory Board for said County of Pennington, South Dakota, for a term commencing on January 7th, 2020, and ending January 10th, 2021, unless sooner removed by the official action of the governing body.

Witness my hand and official seal of Pennington County, South Dakota, this 7th day of January, 2020.

Chair
Pennington County Commission

ATTEST:

Pennington County Auditor/Deputy

Document Prepared By: Holli Hennies
Pennington County Commission Office
130 Kansas City Street, Suite 100
Rapid City, South Dakota, 57701
(605) 394-2171

Attached to and becoming a part of the general liability policy issued on behalf of Pennington County by the South Dakota Public Assurance Alliance.
WARRANT OF APPOINTMENT

STATE OF SOUTH DAKOTA - COUNTY OF PENNINGTON

This is to certify that at a meeting of the County Commission, held within and for the County of Pennington, South Dakota, on the 7th day of January, AD, 2020, Dallas Voss was appointed to the Pennington County Extension Advisory Board for said County of Pennington, South Dakota, for a term commencing on January 7th, 2020, and ending January 10th, 2021, unless sooner removed by the official action of the governing body.

Witness my hand and official seal of Pennington County, South Dakota, this 7th day of January, 2020.

________________________
Chair
Pennington County Commission

ATTEST:

________________________
Pennington County Auditor/Deputy

Document Prepared By: Holli Hennies
Pennington County Commission Office
130 Kansas City Street, Suite 100
Rapid City, South Dakota, 57701
(605) 394-2171

Attached to and becoming a part of the general liability policy issued on behalf of Pennington County by the South Dakota Public Assurance Alliance.
Name: Joyce Bowman
Address: 3832 Brooke St  City, State: Rapid City, SD
Phone: 605-343-9406  E-mail Address: tomandjoyce364@hotmail.com
Years as a Pennington County Resident / Business Owner: 53
Occupation and Employer: Retired Family & Consumer Science Teacher
I am interested in serving on the: Pennington Co. 4-H Advisory Board

Education:
B. Home Ec Education SDSU
plus many more hours

Supplemental Information:
1. Why would you like to be appointed to the board or committee you are applying for?

   4-H is a great youth organization. I would like to see it continue for the youth of Pennington County, South Dakota and USA

2. What related experience/education/interests to you have that would be beneficial for the board or committee that you would like to serve on?

   I joined 4-H at 14 yrs. of age and have been involved ever since. Summer 4-H Agent-Gregory County 1959-60 I was an Extension agent-Fall River Co. 1961-1966 I was Leader Cougars 4-H Club, Pen Co 25 yrs. I taught FC5 Dakota Middle School 13 yrs.

   I have done lots of 4-H Judging For many years held 4-H Bread Baking Workshop - Pen Co
3. List the community or other activities which you have participated in.

- Member, Bethlehem Lutheran Church
- Helped Bible School when boys were young
- Member, Lutheran Women's Missionary League
- Member, Quilt Guild
- Co-Chair, Church Bazaar - many years
- Member, Church Council
- Member, Black Hills Quilter's Guild

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or subsequent to my appointment to a board/committee may result in my dismissal. If I am appointed to serve, I agree to comply with Pennington County's Code of Conduct as a member of all Boards, Commissions, Committees Task Forces or other Appointed Advisory Groups.

[Signature]
Applicant's Signature

[Date]
Dec 19, 2019

Please return completed interest form to:
Commission Office
130 Kansas City Street, Suite 100
Rapid City, SD 57701
(605) 394-2171
 pcboc@pennco.org

Date Received: __________________________  By: __________________________
Committee/Board: __________________________  Appointment Date: ____________

THIS IS A PUBLIC RECORD SUBJECT TO DISCLOSURE
Page 2 of 2
December 5, 2019

Pennington County Board of Commissioners
315 St. Joseph Street
Rapid City, S.D. 57703

Dear Board of Commissioners,

Please consider this letter as my desire to continue to serve on the Pennington County Extension Advisory Board.

In serving the past 13 years on the board, I have been exposed to the extent of Extension work and the positive impact it has on our community. Most of my previous exposure was through 4-H; as a member, parent, and leader.

I continue to believe in being a “team player” and being a life-long learner. There is much to be learned and much to be gained through Extension Service.

Respectfully submitted,

Patty Brunner
CITIZEN INTEREST FORM

Name: Patty Brunner

Address: 6629 Long View Rd City, State: Rapid City, S.D.

Phone: 605-393-2577 E-mail Address: BOHR enetis.net

Years as a Pennington County Resident / Business Owner: 39

Occupation and Employer: Off Breeder, small business owner

I am interested in serving on the: Penn Co. Ext. Advisory Board

Education:

MA Speech / Language Pathologist - USD

Supplemental Information:

1. Why would you like to be appointed to the board or committee you are applying for?

I have served on this board since 2006 and would like to continue my support of the 4H Program

2. What related experience/education/interests to you have that would be beneficial for the board or committee that you would like to serve on?

Rural Background
Equine Industry
Have worked with children my entire life. Wish to support positive programs for kids.
3. List the community or other activities which you have participated in.

RC PHA -
CON PHA - 
SD PHA -
RO PA -
4-H leader - 30+ years
Parish Council - St. Therese - two terms
Catalyst Club -
Have just started to attend Ag & Natural Resources.

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or subsequent to my appointment to a board/committee may result in my dismissal. If I am appointed to serve, I agree to comply with Pennington County’s Code of Conduct as a member of all Boards, Commissions, Committees Task Forces or other Appointed Advisory Groups.

Applicant's Signature: ___________________________ Date: 12-11-19

Please return completed interest form to:
Commission Office
130 Kansas City Street, Suite 100
Rapid City, SD 57701
(605) 394-2171
pcboc@pennco.org

Date Received: ___________________________ By: __________________
Committee/Board: ___________________________ Appointment Date: __________

THIS IS A PUBLIC RECORD SUBJECT TO DISCLOSURE
Page 2 of 2
Name: Matthew Odden

Address: 6319 Seminole Lane

City, State: Rapid City, SD

Phone: 605-670-1326

E-mail Address: matthew.odden@sd.usda.gov

Years as a Pennington County Resident / Business Owner: 7

Occupation and Employer: Resource Unit Conservationist/USDA NRCS

I am interested in serving on the: Extension Advisory Board

Education:

Bachelor of Science in Range Science from South Dakota State University.

Supplemental Information:

1. Why would you like to be appointed to the board or committee you are applying for?

I currently serve as the chair of the Extension Advisory Board. Extension, 4-H, and youth education are and have always been near and dear to my heart. I was a 4-H member from the time I was 8 until I was 18 and graduated out of the program. I gained so much from the 4-H program when I was young that I want to be able to help pass that on to youth today. I also have 2 young children, I is a 4-H member and 1 in the 4-H Cloverbuds program, so I have a vested interest in seeing Pennington County 4-H succeed.

2. What related experience/education/interests to you have that would be beneficial for the board or committee that you would like to serve on?

I currently serve as a director for the Western Junior Livestock Show, which is a 4-H show held annually in Rapid City. I also recently completed a 2 year term as the chair of the Rapid City Chamber of Commerce Ag and Natural Resources Committee and served as the scholarship fundraising chair for the youth scholarships for several years. I help to put on the West Regional Range Judging contest for 4-H and FFA youth in western SD. I am an approved volunteer leader for Pennington County 4-H.
3. List the community or other activities which you have participated in.

I am a member of Calvary Lutheran Church in Rapid City and serve on the Endowment Committee. I am also a volunteer Wish Granter through the Make-A-Wish Foundation of South Dakota, where I meet with children with life threatening illnesses and conditions to help them determine/discover and receive their one true wish. I judge livestock at county fairs and work with youth on livestock showing and judging skills. I also go in to local high school Ag classes to talk with youth about natural resources and careers and provide job shadow opportunities for area high school and technical school students. I serve as a judge of 4-H, FFA, and other youth speaking and leadership development contests.

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or subsequent to my appointment to a board/committee may result in my dismissal. If I am appointed to serve, I agree to comply with Pennington County’s Code of Conduct as a member of all Boards, Commissions, Committees Task Forces or other Appointed Advisory Groups.

Matthew Odgen  
Applicant’s Signature  
11/22/2019  
Date

Please return completed interest form to:  
Commission Office  
130 Kansas City Street, Suite 100  
Rapid City, SD 57701  
(605) 394-2171  
pcboc@pennco.org

Date Received: ____________________  
Committee/Board: ____________________  
By: ____________________  
Appointment Date: ____________

THIS IS A PUBLIC RECORD SUBJECT TO DISCLOSURE

Page 2 of 2
Name: Alan Van Bochove
Address: 8181 Schroeder Rd
City, State: Rapid City, SD
Phone: (605) 391-2142
E-mail Address: avb@blackhills corp.com

Years as a Pennington County Resident / Business Owner: 28
Occupation and Employer: Operation Supervisor / Black Hills Energy

I am interested in serving on the: Extension Advisory Board

Education:
- High School
- Vocational School (Power Line Construction and Maintenance)

Supplemental Information:
1. Why would you like to be appointed to the board or committee you are applying for?

   This is great opportunity for civic engagement in an area I enjoy. I have benefited greatly from 4-H and this is one way to “pay it back” to the community. I have personally observed my children and other youth develop their leadership skills in a way that is not commonly available in other programs. Simple put, the youth in our community deserve the opportunity to be part of this program. 4-H is more than a “short course” in leadership development. They receive years of experience leading projects and holding positions as club officers with the guidance of leaders who are interested in developing each individual member.

2. What related experience/education/interests to you have that would be beneficial for the board or committee that you would like to serve on?

   I was an active 4-H member as a youth and also spent 9 years as a 4-H leader for the Shamrock Riders 4-H club in Pennington County. Both of my children were 4-H members. I appreciate the knowledge I gained from being involved in 4-H and continue to benefit from that knowledge in my professional career.
3. List the community or other activities which you have participated in.

High Meadow Ranchettes Water board officer, Stevens High School Quarterback Club officer, Rapid City Quarter Horse Club officer/member, Back Country Horsemen member, Black Hills Home Builders member, Rushmore Investment Club officer, Soccer Coach, Calvary Lutheran Church member.

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or subsequent to my appointment to a board/committee may result in my dismissal. If I am appointed to serve, I agree to comply with Pennington County's Code of Conduct as a member of all Boards, Commissions, Committees Task Forces or other Appointed Advisory Groups.

[Signature]
Applicant's Signature

[Date]
Date

Please return completed interest form to:
Commission Office
130 Kansas City Street, Suite 100
Rapid City, SD 57701
(605) 394-2171
pcboc@pennco.org

Date Received: [2/19/19]
Committee/Board: 
By: 
Appointment Date: 

THIS IS A PUBLIC RECORD SUBJECT TO DISCLOSURE
Page 2 of 2
CITIZEN INTEREST FORM

Name: Dallas Vos
Address: P.O. Box 57 23501 158th Ave
City, State: Caputa, SD
Phone: 605-390-3360
E-mail Address: dallas@wdiins.com

Years as a Pennington County Resident / Business Owner: 33
Occupation and Employer: Controller - Western Dakota Insurers

I am interested in serving on the: Extension Advisory Board

Education:
B.S. Business Administration with Accounting emphasis

Supplemental Information:
1. Why would you like to be appointed to the board or committee you are applying for?

After 11 years as a 4-H parent I now would like to volunteer my time to the 4-H program.

2. What related experience/education/interests do you have that would be beneficial for the board or committee that you would like to serve on?

Financial and accounting experience. 4-H program experience.
3. List the community or other activities which you have participated in.

Past Extension Advisory Board member
Pennington Co 4-H

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or subsequent to my appointment to a board/committee may result in my dismissal. If I am appointed to serve, I agree to comply with Pennington County's Code of Conduct as a member of all Boards, Commissions, Committees Task Forces or other Appointed Advisory Groups.

[Signature]
Applicant's Signature

[Date]

Please return completed interest form to:
Commission Office
130 Kansas City Street, Suite 100
Rapid City, SD 57701
(605) 394-2171
pcboc@pennco.org

Date Received: ____________________________  By: ____________________________
Committee/Board: ____________________________  Appointment Date: ____________________________

THIS IS A PUBLIC RECORD SUBJECT TO DISCLOSURE
Page 2 of 2
DATE: December 19, 2019

TO: Board of Commissioners

CC: Shannon Rittberger, Director of Equalization
    Jay Alderman, Chief Deputy State's Attorney
    Janet Sayler, Treasurer

FROM: Cindy Mohler, Auditor

RE: Abatement

FOR: January 7, 2020 BOC Meeting

Per SDCL 10-18-5, attached for your consideration is an abatement application. The
abatement has been approved by the appropriate municipality or township if applicable.

You may want to advise the applicant when the abatement will be heard before the
Board of Commissioners.

Total tax amount abated: City of Rapid City - $36.60
Application for Abatement and/or Refund of Property Taxes
Board of County Commissioner's of Pennington County, South Dakota

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<th>Tax Year (payable following year)</th>
<th>Parcel#</th>
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<tr>
<td>2018</td>
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</tbody>
</table>

<table>
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<th>City</th>
<th>State</th>
<th>Zip Code</th>
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<tbody>
<tr>
<td>ECKHOLM, ERIC</td>
<td></td>
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<td></td>
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Application for an abatement/refund of taxes is being presented due to the following reason(s):

- [ ] An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in extension of the tax, to the injury of the complainant. SDCL 10-18-1 (1)
- [ ] Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment. SDCL 10-18-1 (2)
- [ ] The property is exempt from taxes. SDCL 10-18-1 (3)
- [ ] The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessment. SDCL 10-18-1 (4)
- [ ] Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid. SDCL 10-18-1 (5)
- [ ] The same property has been assessed against the complainant more than once in the same year, and the complainant produced satisfactory evidence that the taxes for the year have been paid. SDCL 10-18-1 (6)
- [ ] A loss occurred because of flood damage, fire, storm or other unavoidable casualty. SDCL 10-18-2 (4)
- [ ] Date and Time of Loss:
  - Structures have been removed after the assessment date (upon verification by the Director of Equalization). SDCL 10-18-2 (7) Date Structures Removed:
    - [ ] Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline prescribed in § 10-6A-4. SDCL 10-18-2 (8)
    - [ ] Applicant, having otherwise qualified for classification of owner-occupied single family dwelling, but missed the deadline as prescribed by law due to a temporary duty assignment for the military. SDCL 10-18-2 (9)
    - [ ] Applicant is a veteran who would otherwise qualify for an exemption under SDCL 10-4-40, but failed to comply with the application deadline for either owner occupied classification or the disabled veteran's exemption. SDCL 10-18-2 (10)

Other/Comments:
This is a mobile home that was acquired by the court owner and disposed of.

(No tax may be abated on any real property which has been sold for taxes, while the tax certificate is outstanding. Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

*** I hereby apply for an abatement/refund of property taxes for the above reason(s)

*Subscribed and sworn to, before me on this __________ day of __________, 20__

Signed: [Signature]

*Date Received by Pennington County: __________

Received By: [Name]

**Total Valuation: $2,301
**Valuation Abated: $2,301

City Approval (if applicable) Tax District City Name
City Approval: 4D RC Rapid City

The contents of the within petition, having been before the governing body of the above named municipality, and having been considered by same, the undersigned hereby certifies that

[ ] FAVORABLE [ ] UNFAVORABLE action was taken thereon at its meeting the __________ day of __________, 20__

Town Clerk/City Finance Officer: [Signature] [Name]

Applicant must contact the municipality for date and time this abatement/refund request will be considered.

RECEIVED
DEC 09 2019
Notary/Auditor/deputy Auditor

*Date Received by Auditor’s Office: __________

Received By: [Name]

Auditor/Deputy Auditor

PENNINGTON CO. AUDITOR

BILL 18 2019
PENNINGTON CO. AUDITOR

Favorable
Civil District: Rapid City, City of

<table>
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<th>Tax ID</th>
<th>Owner Name</th>
<th>Year</th>
<th>Amount</th>
<th>Type</th>
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<td>8008886</td>
<td>ECKHOLM, ERIC J</td>
<td>2018</td>
<td>36.60</td>
<td>Abatement</td>
</tr>
</tbody>
</table>

Reason: THIS IS A MOBILE HOME THAT WAS ACQUIRED BY THE COURT OWNER AND DISPOSED OF.

Total for Rapid City, City of: 36.60
DATE: January 2, 2020

TO: Board of Commissioners

CC: Shannon Rittberger, Director of Equalization
    Jay Alderman, Chief Deputy State’s Attorney
    Janet Sayler, Treasurer

FROM: Cindy Mohler, Auditor

RE: Abatement

FOR: January 7, 2020

Per SDCL 10-18-5, attached for your consideration is an abatement application.

You may want to advise the applicant when the abatement will be heard before the Board of Commissioners.

TOTAL AMOUNT OF TAXES ABATED: $1,536.30
Application for Abatement and/or Refund of Property Taxes
Board of County Commissioner's of Pennington County, South Dakota

Tax Year (payable following year) 2019 Parcel# 46936 Phone# 931-220-7766
First Name Wayne Last Name Swier Zip Code 57702
Street Address 13108 Geary City Rapid City State SD Email Address

Application for an abatement/refund of taxes is being presented due to the following reason(s):

☐ An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in extension of the tax, to the injury of the complainant. SDCL 10-18-1 (1)
☐ Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment. SDCL 10-18-1 (2)
☑ The property is exempt from taxes. SDCL 10-18-1 (3)
☐ The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessment. SDCL 10-18-1 (4)
☐ Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid. SDCL 10-18-1 (5)
☐ The same property has been assessed against the complainant more than once in the same year, and the complainant produced satisfactory evidence that the taxes for the year have been paid. SDCL 10-18-1 (6)
☐ A loss occurred because of flood damage, fire, storm or other unavoidable casualty. SDCL 10-18-2 (4)

Date and Time of Loss:

☐ Structures have been removed after the assessment date (upon verification by the Director of Equalization). SDCL 10-18-2 (7)
☐ Date Structures Removed:

☐ Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline prescribed in § 10-6A-4. SDCL 10-18-2 (8)
☐ Applicant, having otherwise qualified for classification of owner-occupied single family dwelling, but missed the deadline as prescribed by law due to a temporary duty assignment for the military. SDCL 10-18-2 (9)
☐ Applicant is a veteran who would otherwise qualify for an exemption under SDCL 10-4-40, but failed to comply with the application deadline for either owner occupied classification or the disabled veteran's exemption. SDCL 10-18-2 (10)

Other/Comments: This property was granted a disabled veteran exemption by the commission in March of 2019, at the same time granting an abatement for the 2018 assessment. This abatement applies that exemption to 2019.

(No tax may be abated on any real property which has been sold for taxes, while the tax certificate is outstanding. Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

* I hereby apply for an abatement/refund of property taxes for the above reason(s)

*Subscribed and sworn to, before me on this day of

_____________, 20_ __

*Date Received by Pennington County: __________

Received By: __________________________

**Total Valuation: $448,233

**Valuation Abated: $100,000

City Approval (if applicable) Tax District 4D JF 67 City Name Rapid City

The contents of the within petition, having been before the governing body of the above named municipality, and having been considered by same, the undersigned hereby certifies that

_____ FAVORABLE  _____ UNFAVORABLE action was taken thereon at its meeting the day of __________, 20_._

Town Clerk/City Finance Officer

Applicant must contact the municipality for date and time this abatement/refund request will be considered.
Pennington County
Abatements/Refunds for Commissioners
Recommended for Approval as of 01/02/2020

Civil District: Not Applicable

<table>
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<td>SWIER, WAYNE A</td>
<td>2019</td>
<td>1,536.30</td>
<td>Abatement</td>
</tr>
</tbody>
</table>

Reason: THIS PROPERTY WAS GRANTED A DISABLED VETERAN EXEMPTION BY THE COMMISSION IN MARCH OF 2019, AT THE SAME TIME GRANTING AN ABATEMENT FOR THE 2018 ASSESSMENT. THIS ABATEMENT APPLIES THAT EXEMPTION TO 2019

Total for Not Applicable: 1,536.30
MEMO

TO: BOARD OF COMMISSIONERS

DATE: JANUARY 7, 2020

FROM: MARK A. SCHOCK
ASSISTANT SUPERINTENDENT

RE: EMERGENCY RELIEF PROJECT
SDDOT JOINT POWERS FORCE ACCOUNT AGREEMENT

The Joint Powers Force Account Agreement between the South Dakota Department of Transportation (SDDOT) and Pennington County allows Pennington County to be reimbursed for costs associated with emergency repairs made to Federal Aid Secondary Routes (FAS) due to flooding that occurred in May of 2019. FAS Routes are not eligible for Federal Emergency Management Agency (FEMA) assistance.

The attached agreement covers two flood damaged locations in Pennington County. Flood waters caused severe road washing and embankment damage on 160th Avenue south of East Highway 44. The second location included damage to Reservoir Road south of East Highway 44 which required culvert replacement and erosion repairs.

Motion is requested to approve the Joint Powers Force Account Agreement with the State of South Dakota allowing for reimbursement to Pennington County at a limiting amount of $23,812.

MAS:cjb
Attachment
STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
JOINT POWERS FORCE ACCOUNT AGREEMENT

This Agreement is made and entered into this day of _____________, 2019, by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as “STATE,” and Pennington County, South Dakota, referred to in this Agreement as “COUNTY.”

JOINT POWERS

This Agreement does not establish a separate legal entity, as contemplated by SDCL 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by COUNTY and STATE. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased for use for this Agreement.

BACKGROUND:

1. COUNTY has sustained damage to COUNTY’s Federal Aid Highway System due to a natural disaster, with the extent of the damage being identified in the Detailed Damage Inspection Report(s), attached to and incorporated in this Agreement as Exhibit B.

2. The beginning date for Traditional Flooding for the 2019 Flood is May 22, 2019.

3. COUNTY is eligible for Federal Aid Emergency Relief Funds for restoration of said damaged highways as provided for under Federal Aid Policy Guide Part 668.

4. It is necessary to expedite repair of the damaged COUNTY highway(s) in order to provide for the safe movement of essential and emergency traffic.

5. The damaged COUNTY highway(s), collectively referred to in this Agreement as “PROJECT,” whether one or more, is/are identified as follows:

Traditional Flooding Projects, beginning date May 22, 2019:

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Project No.</th>
<th>PCN</th>
<th>Limiting Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>ER6121</td>
<td>07N4</td>
<td>$8,404.00</td>
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<tr>
<td>42</td>
<td>ER1610</td>
<td>07N5</td>
<td>$15,408.00</td>
</tr>
</tbody>
</table>

The initial funding limit is based on the original Detailed Damage Inspection Report. The maximum limiting amount for each Project No. listed above has been determined by the current approved Request for Federal-Aid Project Approval and Agreement (Form 292) between STATE and Federal Highway Administration (FHWA). Should the Form 292 need to be amended to change the funding amount, STATE will submit an amended Form 292 to FHWA for approval.

STATE AND COUNTY MUTUALLY AGREE AS FOLLOWS:

1. COUNTY will perform the following:

   A. COUNTY will perform the required restoration of PROJECT with COUNTY’s own forces and equipment under force account cost procedures as provided for by 23 CFR Parts 635.201 through 635.204, each inclusive. COUNTY will limit restoration to the scope of work identified in the attached Detailed Damage Inspection Report for PROJECT. Any alteration in the scope of work must receive STATE’S prior written approval. Emergency work performed through
contracts initiated within 180 days of the beginning date must comply with South Dakota Codified Laws. All other work contracted after the 180 days must also comply with the requirements of 23 CFR Parts 630 through 637, each inclusive.

B. COUNTY will maintain force account cost records for labor, equipment, and materials, using current rates for such work as established by COUNTY based on Legislative Audit County Accounting Manual procedures and in accordance with Office of Management and Budget Circular Regulations found at 2 CFR Part 200. Materials purchased specifically for this PROJECT must be billed at actual invoice costs.

C. COUNTY will provide services in compliance with the Americans with Disabilities Act of 1990 and any amendments.

D. COUNTY will indemnify STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that arise as a result of COUNTY'S performance under this Agreement. This section does not require COUNTY to be responsible for or defend against claims or damages arising solely from errors or omissions of STATE, its officers, agents, or employees.

E. No COUNTY employee engaged in the performance of services required under this Agreement will be considered an employee of STATE. No claim arising under the South Dakota Workers' Compensation Act on behalf of said employees or other persons while so engaged and no claim made by any third party as a consequence of any act or omission of the part of the work or service provided or to be rendered under this Agreement by COUNTY will in any way be the responsibility of STATE.

F. COUNTY will submit quarterly bills to STATE for reimbursement to keep the projects off the FHWA Fire Inactive List.

2. STATE will perform the following:

A. STATE may, at STATE'S option, inspect COUNTY'S restoration work throughout COUNTY'S progress.

B. STATE will make progress and final payments under this Agreement for work completed based on Force Account and other accounting and related records submitted by COUNTY to STATE. PROJECT costs will not exceed the limiting amount as approved in the current Request for Federal-Aid Project Approval and Agreement (Form 292) between STATE and Federal Highway Administration, and any amendments.

3. AUDIT:

A. PROJECT charges will be subject to audit in accordance with current Department of Transportation procedures and U.S. Office of Management and Budget (OMB) Circular Regulations found at 2 CFR Part 200. The CFDA Number for these funds is 20.205.

B. COUNTY will maintain an accurate cost accounting system for all costs incurred under this Agreement and clearly identified with activities performed under this Agreement.

C. Upon reasonable notice, COUNTY will allow state and federal auditors to audit all records related to this Agreement during normal business hours. COUNTY will keep these records clearly identified and readily accessible for a period of three (3) years after the date of final payment under this Agreement and all other pending matters are closed.

D. If COUNTY expends $750,000.00 or more in federal funds during any COUNTY fiscal year covered, in whole or in part, under this Agreement, then COUNTY will be subject to the single
CERTIFICATION REGARDING LOBBYING: COUNTY certifies, to the best of COUNTY’S knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of COUNTY, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above-mentioned parties, COUNTY will complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

COUNTY will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.
9. COUNTY will be bound by the “STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES,” attached as Exhibit A and made a part of this Agreement by reference.

10. COMPLIANCE WITH CLEAN AIR ACT: COUNTY stipulates that any facility to be utilized in the performance of this Agreement under the Clean Air Act, as amended, Executive Order 11738, and regulations in implementation thereof is not listed on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20 and that STATE will be promptly notified of the receipt by COUNTY of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for the agreement is under consideration to be listed on the EPA List of Violating Facilities.

11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: COUNTY certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. COMPLIANCE WITH THE TRANSPARENCY ACT: COUNTY will comply with the Federal Funding Accountability and Transparency Act of 2006 (S.2590) and will provide all applicable information to the STATE as requested.

13. EMPLOYEE STATUS: Any officer, employee, or agent engaged in joint action under this Agreement will remain an employee with his or her agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

14. COUNTY has designated its COUNTY Commission Chairperson as COUNTY’S authorized representative and has empowered the Chairperson with the authority to sign this Agreement on behalf of COUNTY after consideration of the matter during a regularly scheduled meeting. A copy of COUNTY’S Board of Commissioner’s minutes or resolution authorizing the execution of this Agreement by the Chairperson as COUNTY’S authorized representative is attached to this Agreement as Exhibit C.

SIGNATURE PAGE Follows
By signature of their representatives below, each party certifies that approval of this Agreement by ordinance, resolution, or other appropriate means has been obtained by that party’s governing body or officer pursuant to SDCL § 1-24-3 and § 1-24-6.

Pennington County, South Dakota
By: ____________________________
Its: County Commission Chairperson
Date: ____________________________
Attest:

______________________________
County Auditor/Clerk
[County Seal]

State of South Dakota
Department of Transportation
By: ____________________________
Its: Secretary
Date: ____________________________

TRANSPARENCY ACT INFORMATION:
County DUNS Number: ____________________
County Seat: __________________________
Nine Digit Zip Code: ____________________
Exhibit A

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
MARCH 1, 2016

During the performance of this contract, COUNTY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
During the performance of this contract, COUNTY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin), and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC Ch. 471, § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. Ch. 471, § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).
DETAILED DAMAGE INSPECTION REPORT
(Title 23, Federal-aid Highways)

Location (Name of Road and Milepost)
On 160th Ave approximately 3.5 miles south of the junction of SD Hwy 44 and 160th Ave (from the southside of the bridge structure 52-600-436 approximately .25 mile on each side of the road)

Description of Damage
Flood waters caused damage washed away road, road gravel, and embankment. The gravel road had gravel placed, embankment reshaped, and ditches cleaned out.

Cost Estimate

<table>
<thead>
<tr>
<th>Description of Work to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Equipment, Labor, and Materials)</td>
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<tr>
<td>Unit</td>
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<tr>
<td>Labor, Equipment, Materials, and Mobilization</td>
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</table>

Emergency Repair

Method

<table>
<thead>
<tr>
<th>Local Forces</th>
<th>State Forces</th>
<th>Contract</th>
</tr>
</thead>
</table>

Subtotal $8,404.00

Emergency Repair Total $8,404.00

Permanent Restoration

Method

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<tr>
<th>Local Forces</th>
<th>State Forces</th>
<th>Contract</th>
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</thead>
</table>

Subtotal

Estimates

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<tr>
<th>Environmental Assessment Recommendation</th>
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<tr>
<td>[ ] Categorical Exclusion</td>
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Recommandation

<table>
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<tr>
<th>Eligible</th>
<th>Ineligible</th>
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Concurrence

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
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</table>

Form FHWA-1547 (Rev. 4-98)
ER 6121( ), PCN 07N4, Pennington County
Emergency Project: Pennington - 17
160th Ave - 3.5 miles south of junction
SD44 and 160th Ave

Embankment repair and gravel resurfacing
DETAILED DAMAGE INSPECTION REPORT

(Location (Name of Road and Milepost))

On Reservoir approximately 1 mile south of the junction of SD Hwy 44 and Reservoir Road (just south of the structure 52-460-329 for approximately a 0.25 miles on each side of the road)

Description of Damage

Flood waters caused damage to the embankment of the asphalt road and a 12' x 30' culvert at an approach; back filled erosion area and holes with pit run and gravel and replaced culvert with new culvert

Cost Estimate

<table>
<thead>
<tr>
<th>Description of Work to Date</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
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Emergency Repair

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Permanent Restoration

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<th>Method</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Cost</th>
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<td>$7,704.00</td>
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</tbody>
</table>

Environmental Assessment Recommendation

- Categorical Exclusion
- EA/EIS

Estimated Total: $15,408.00
ER 1610( ), PCN 07N5, Pennington County
Emergency Project: Pennington - 42
Reservoir Rd - 1 mile south of junction
SD44 and Reservoir Rd

Culvert and embankment repair

Legend
- Damage Assessment Lines
- All Other NHD Rivers
Local Roads (NSTRI) - DOT
By Surface Type
- Hard Surface Road

Pennington - 42
Lat: 44.03728589
Lon: -103.13126279
MEMO

TO: BOARD OF COMMISSIONERS
DATE: JANUARY 7, 2020
FROM: MARK A. SCHOCK
ASSISTANT SUPERINTENDENT
RE: 52-305-300 SONQUIST LANE BRIDGE WORK ORDER/PROPOSAL FOR PROFESSIONAL SERVICES

Sonquist Lane is one of Pennington County’s dead end roads with no alternative egress for the landowners. The bridge on Sonquist Lane has heavily corroded abutment cap channels and beams, spalled deck units, section loss of pilings and has a restricted load limit set at 19 ton for a single unit and 32 ton for combination vehicles. We’ve attached a copy of the 2019 Bridge Inspection Report showing details of the bridge condition.

Although we have several bridges that are in need of replacement and repairs, we have prioritized this bridge for replacement in our 2020 budget. Brosz Engineering, Inc. has provided Pennington County with the attached Work Order/Proposal for Professional Services to do the design, engineering, plans and specification preparation, 404 permitting and right-of-way document preparation for this project.

After completing a survey with the eight property owners as well as local emergency service providers, we have determined that a single lane bridge would not meet their needs/expectations. Therefore, Brosz Engineering, Inc. has been directed to provide this estimate based on a two lane bridge design. The specifications will also include either the provision of a temporary single lane bridge or the necessary planning to only replace one lane of the bridge at a time in order to maintain access for the property owners during construction. Both of these options will be evaluated for cost effectiveness.

Motion is requested to authorize the Highway Superintendent to sign the Work Order/Proposal for Professional Services with Brosz Engineering, Inc. Design and plans preparation for replacement of bridge 52-305-300 on Sonquist Lane will include a not to exceed fee of $49,425.

MAS:cjb
Attachments
Bridge Inspection

Structure Number 52-305-300

Inspected for: Pennington County
Inspection date: 2019
Repair and Posting Recommendations
Bridges Maintained by Local Governments

Structure No. 52-305-300    Hwy or Street Sonquist Lane
FA Route No. N.A.    Agency Responsible for Maintenance Pennington County
Location 0.3 miles West and 0.2 miles South of Johnson Siding, SD take Forest Road west to Sonquist Lane
Bridge Description Single Span Precast Double Tee Bridge

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<th>Latitude</th>
<th>Longitude</th>
<th>Bridge Type</th>
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Posting Recommendations

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<th>SU4 - 21 tons</th>
<th>Recommended Posting</th>
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<tbody>
<tr>
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<td>Comb-32 tons</td>
<td>SU5 - 24 tons</td>
<td>Single Unit 19</td>
</tr>
<tr>
<td>Type 3-2</td>
<td>36 tons</td>
<td>SU6 - 27 tons</td>
<td>Combinations 32</td>
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<tr>
<td></td>
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<td>SU7 - 31 tons</td>
<td></td>
</tr>
</tbody>
</table>

Repair, Rehabilitation, and/or Replacement Recommendations

1. Replace heavily corroded abutment cap channels and HP10x42 beams.
2. Place diaphragms at the ends of the deck units.
3. Repair or replace spalled deck units as described in this report.
4. Place concrete collars around piling to strengthen due to section loss.
5. Replace spalled and cracking abutment planks.
6. Install delineators at east end of structure.
7. Channel and/or Berms: None.
8. Repaint all the metal members.
9. Consider replacement of structure or major rehabilitation. Condition of members may be prohibitive for cost effective repairs.

The South Dakota Department of Transportation is required by Federal Statute to maintain an inventory of all bridges on all public traveled routes. Therefore, it is important that County and City Officials report any changes on bridges on their system. Examples of changes which should be reported are: Replacement of an existing bridge with pipe or new bridge, safety updated, rehabilitation or repair of an existing bridge etc. Changes should be reported to: South Dakota Department of Transportation, Local Government Assistance, Pierre, South Dakota, 57501.

RECOMMENDATIONS MADE BY: [Signature] KLJ DATE: 01/31/19
**Bridge Inspection Report**

**Structure Number**: 52-305-300  
**Maint. Proj. No.**:  
**Feature Carried**: Sanquist Lane  
**County**: Pennington  
**Feature Crossed**: Rapid Creek  
**Location**: 0.3 miles West and 0.2 miles South of Johnson Siding, SD take Forest Road west to Sonquist Lane  
**Bridge Description**: Single Span Concrete Double Tee Bridge

<table>
<thead>
<tr>
<th>Date Inspected</th>
<th>Inspectors</th>
<th>Crew Leaders Signature</th>
<th>Temperature</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/16/2019</td>
<td>Josh Schroeder, Wade Thompson</td>
<td>John Davis</td>
<td>82 Degree F</td>
</tr>
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<td>Degree F</td>
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</tbody>
</table>

**Region Repair Recommendation / Contract Repairs**

**Approach - Items 65.00 - 65.09**

1. **Alignment**: The horizontal and vertical alignments are good. There is an intersection 75' to the east and a slight vertical curve immediately to the west.
2. **Condition**: There is a chip seal on the approaches. There are 2 holes at the east bridge end. There is a hole 9' from north that is 3' x 12'' in area. There is also a hole 9' from the south that is 9'' x 2'' in area. There is one hole at the west bridge end, 6'' from the south that is 4'' x 19'' in area.
3. **Joints**: No joints.
4. **Guard Rails**: No guardrails.
5. **Embankment**: The inslopes are 5:1. They are well grassed and in stable condition.
6. **Drainage**: The approach roadway ditches drain adequately to the channel.
7. **Signing**: There are Type 3 object markers attached to bridge railing at all four corners and are in a good condition. There are three delineators at the Northwest and two at the Northeast.
8. **Roadway Width**: Approach roadway width of approximately 24.0'.
9. **Existing Posting**: SU 19, Comb 32 at approaches.
<table>
<thead>
<tr>
<th>Structure Number</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>52-305-300</td>
<td>7/16/2019</td>
</tr>
</tbody>
</table>

**Deck - Items 58.00 - 58.17**

<table>
<thead>
<tr>
<th>1. Deck Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Cracking</td>
</tr>
<tr>
<td>B. Scaling</td>
</tr>
<tr>
<td>C. Spalling</td>
</tr>
<tr>
<td>D. Delaminations</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Overlay</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Type of Overlay</td>
</tr>
<tr>
<td>B. Overlay Thickness</td>
</tr>
<tr>
<td>C. Condition</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Joints</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Joint Openings</td>
</tr>
<tr>
<td>B. Overlay Thickness</td>
</tr>
<tr>
<td>C. Condition</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Drains</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. Curbs and Median</td>
</tr>
<tr>
<td>6. Sidewalks</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. Railing or Barrier</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Railing Paint</td>
</tr>
<tr>
<td>B. Overlay Thickness</td>
</tr>
<tr>
<td>C. Condition</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. Lighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>9. Utilities</td>
</tr>
</tbody>
</table>

1. A majority of the deck could not be seen due to chip seal on deck approximately 3’ of the deck is visible on the north edge. Loose rock on south edge.

   A. There are no visible cracks.
   B. No scaling.
   C. There is spalling to exposed area of deck on north side. There is a 3’ x 1’ x 2” deep spall at the 3rd rail post from the west. There is a 1.5” x 8” x 2 ½” deep with exposed anchor bolts at the 3rd rail post from the west. There is also a 2’ x 6’ x 4 ½” deep spall 2’ spall 2’ east of the 2nd rail post from the west.
   There is also spalling on the exposed area of deck on the north side approximately 2’ south of the 3rd rail post from the west. The spalled areas are 1.5’ x 1.0’ x 1” deep and 3’ x 2’ x 1” deep.
   D. None.

2. The overlay is a 1” chip seal in good condition.

3. There are no deck joints visible.

4. Drainage over the side.

5. No curbs or median.

6. The structure has no existing sidewalk.

7. The railing consists of 2 lines of 5” x 5” steel tubes attached to 6 ½” x 8” x 5/16” steel I-beams spaced at 9.3’ c-c. The top of rail is 31’ above top of deck. The posts are bolted to the top flange of the exterior deck units. The railing tapers down the bridge ends. There are reflector plates at each rail post in good condition. There is minor rusting to face of bridge railing and anchor plates of turned down ends.

   A. Green paint is 90% effective.
   B. No lighting.

8. There are no utilities on the deck. There is a garden hose draped through the rail posts on the north side. USGS gauge southeast corner.
1. Underside of Deck. The undersides of the seven (7) 23” deep prestressed deck units are in generally fair condition. There is significant spalling with rebar exposed on the west ends of the deck units 4, 5, and 6 (from north). See table of defects for further descriptions:

2. Bearing Devices. The double tees bear directly on the top cap of the abutments. There is some pack rust developing between the girders and the bearings. The bearing cap consists of HP10x42 welded to the top of the piles and a 2” x 12” “C” channel welded to the face of the piles and the horizontal HP cap. It does not appear that the bearing plates are welded to the caps.

3. Girders or Beams. The seven (7) prestressed deck units act as their own girder system. All defects to the stems are shown on the following table:

4. Diaphragms. There are no diaphragms.

5. Trusses. There are no truss system.

6. Rivets or Bolts. There are no rivets or bolts.

7. Welds. There are no welds.

8. Paint. There is no paint on the superstructure.

9. Drainage System. There are no deck drains.

10. Utilities. There are no utilities attached to the superstructure.

11. Reaction Under Lo. There is minor vibration from car traffic.

12. Collision Damage. There is no collision damage.
1. Abutments
   A. Wingwalls
   B. Backwalls
   C. Footings
2. Piers or Bents
   A. Caps
   B. Columns
   C. Footings
3. Grout Pads
4. Anchor Bolts
5. Piles
6. Bracing
7. Paint
8. Movement
   A. Plumbness
   B. Settlement
   C. Horizontal
9. __________________
10. __________________
11. __________________

1. The abutments are constructed of precast concrete panels behind HP10x42 steel piles. There are three piles at the Southwest, Southeast, and Northeast wingwalls and two at the Northwest. Precast panels are stained but appear sound. The top of the Southwest wingwall panel is spalled off for 5'-0" up to 6" deep. The top of the Southwest wingwall panel is spalled off for 5'-0" up to 6" deep. The spall had been patched but the patch has been broken and resteel is exposed. The top of the Southeast panel is also spalled for 4'-0" adjacent to the backwall. Resteel is also exposed next to the backwall. There is a stream gauging station attached to the Southeast wingwall.
   B. The backwalls consist of precast concrete plank supported by five (5) HP10x42 steel piles. The bottom plank at the Southeast corner is heavily spalled exposing the pre-stressing steel. There is also spalling of the backwall on the east abutment just above the waterline. Pile caps consist of steel H-piles with a 2" x 12" steel channel welded on the inside face. These are in very poor condition with heavy flaking rust. The flange of the channel are bending due to the section loss at the double tee legs in both abutments. There is asphalt piled on the east abutment from asphalt patch of the joint. The west backwall is starting to undercut between the 1st and 2nd piles from the south. The top plank on the east backwall has light horizontal cracking throughout the south 2/3 of the plank. The 2nd plank from bottom is also lightly cracked horizontally between piles 3 and 5 (from north).
   C. No footings.
2. There is no bent.
3. No grout pads.
4. No anchor bolts.
5. There are five (5) HP10x42 piles at each abutment. They are in fair to poor condition with heavy rust at the waterline. There is a bent flange one pile in the east backwall near the south end. The center pile in the west abutment has flaking rust with approximately 1/8" of section loss at the ground line. All backwall piling is moderately rusted with beginning section loss at ground and water line.
6. There is no bracing.
7. The paint on the structure is in very poor condition with heavy rusting of all the steel members.
8. The structure shows no detectable movement.
   A. The structure appears plumb and stable.
   B. There is no detected settlement.
   C. There is no noted horizontal movement.
1. **Channel**
   - **Alignment**: The channel is well established and in good condition. The channel enters the structure from the Northwest and flows into the Northeast wingwall. Channel exits to the south. The channel enters the structure from due Northwest and flows into the Northeast wingwall. Channel exits to the south.
   - **Vegetation**: The channel banks are well vegetated with grass. The upstream side and the downstream west side are well maintained yards.
   - **Scour**: No scour observed
   - **Debris**: There is no debris.
   - **Flow Line**: The flow line appears stable.

2. **Embankment Erosion**: There is no embankment erosion.

3. **Waterway Adequacy**: The structure opening appears to be adequate for normal flows.

4. **Spur Dikes & Jet**: No spur dikes or jetties.

5. **Wing Dams**: No wing dams.

6. **Rip Rap**: There is Class A to B riprap along the upstream west channel bank and fieldstone in channel at inlet.

7. **Observed High Water**: Highwater elevation not observable.

8. **Streambed**: The streambed is stable.

### Comments

<table>
<thead>
<tr>
<th>Date</th>
<th>A</th>
<th>B</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/16/19</td>
<td>20'</td>
<td>8.5'</td>
<td>2.8' of flowing water</td>
</tr>
<tr>
<td>7/11/17</td>
<td>20'</td>
<td>8.5'</td>
<td>2.0'</td>
</tr>
</tbody>
</table>

All measurements shall be taken on outlet side of structure.
Sketches and Comments:

### Bridge Length

<table>
<thead>
<tr>
<th>Description</th>
<th>Length</th>
<th>Elevation</th>
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</thead>
<tbody>
<tr>
<td>Begin Bridge (W or N)</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>End Bridge (E or S)</td>
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<td>0.0</td>
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</table>

### Bridge Profile measurements taken at inlet of bridge

<table>
<thead>
<tr>
<th>Description</th>
<th>Horizontal</th>
<th>Vertical</th>
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<tbody>
<tr>
<td></td>
<td>1.0</td>
<td>0.0</td>
</tr>
<tr>
<td>Abut 1</td>
<td>1.0</td>
<td>-8.4</td>
</tr>
<tr>
<td>Channel</td>
<td>5.0</td>
<td>-8.5</td>
</tr>
<tr>
<td>Channel</td>
<td>10.0</td>
<td>-9.0</td>
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<tr>
<td>Channel</td>
<td>20.0</td>
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<tr>
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<td>-8.6</td>
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<tr>
<td>Abut 2</td>
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<td>-8.0</td>
</tr>
<tr>
<td></td>
<td>50.0</td>
<td>0.0</td>
</tr>
</tbody>
</table>
Structure Number 52-305-300
Photos Taken: 07/16/2019

Load Rating Posting Sign

East Approach
Structure Number 52-305-300
Photos Taken: 07/16/2019

Upstream

West Approach
Structure Number 52-305-300
Photos Taken: 07/16/2019

Downstream

West Transition
Structure Number 52-305-300
Photos Taken: 07/16/2019

North Rail Post

North Edge Asphalt
Structure Number 52-305-300
Photos Taken: 07/16/2019

South Edge Asphalt

North Rail Paint
Structure Number 52-305-300
Photos Taken: 07/16/2019

Typical rail paint condition

Southwest wing
Structure Number 52-305-300
Photos Taken: 07/16/2019

Erosion at SW wing

USGS Gage
Structure Number 52-305-300
Photos Taken: 07/16/2019

Southwest Pile

Southwest Cap
Structure Number 52-305-300
Photos Taken: 07/16/2019

Outlet

Deck Unit 3
Structure Number 52-305-300
Photos Taken: 07/16/2019

Middle Pile

Current high flow through structure
Structure Number 52-305-300
Photos Taken: 07/16/2019

Northwest cap of pile

Southeast deck
Structure Number 52-305-300
Photos Taken: 07/16/2019

Southeast corner plank under water

Deck under
Structure Number 52-305-300
Photos Taken: 07/16/2019

Northeast Pile

East abutment pile
Structure Number 52-305-300
Photos Taken: 07/16/2019

Southeast pile

inlet
Structure Number 52-305-300
Photos Taken: 07/16/2019

USGS Gage
WORK ORDER/PROPOSAL
FOR PROFESSIONAL SERVICES

TO: Pennington County
CONTACT: Joseph Miller
ADDRESS: 3601 Campbell Street
          Rapid City, SD 57701-0124
OFFICE: (605) 394-2166
EMAIL: Joe.miller@pennco.org

BROSZ PROPOSAL #:
BROSZ PROJECT #:
JOB TITLE: SN52-305-300 Design
JOB DESCRIPTION: Design and Plans Preparation
For Structure Replacement
JOB LOCATION: Sonquist Lane in
Johnson Siding

BROSZ ENGINEERING WILL PROVIDE ENGINEERING SERVICES TO THE CLIENT AS SET FORTH BELOW:

Scope of Services
The complete scope of services listed on Attachment A is included with this transmittal. The overall completion date for the Design and Plans Preparation shall be **August 1, 2020**. Anticipated Bid Letting Date shall be October, 2020.

Compensation
The services as outlined in Exhibit A will be provided at a Not to Exceed fee of **$49,425.00 for the Design Engineering, Plans & Specifications Preparation, 404 Permitting, and ROW Document Preparation.**

This agreement incorporates and includes the enclosed General Conditions.

Construction Management Services shall be provided and negotiated at a later date.

ACCEPANCE & AUTHORITY:

<table>
<thead>
<tr>
<th>ACCEPTED:</th>
<th>Pennington County</th>
<th>ACCEPTED:</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE:</td>
<td>Highway Superintendent</td>
<td>SIGNATURE:</td>
</tr>
<tr>
<td>PRINTED:</td>
<td>Jason Hanson, PE</td>
<td>PRINTED:</td>
</tr>
<tr>
<td>TITLE:</td>
<td>Area Manager</td>
<td>TITLE:</td>
</tr>
<tr>
<td>DATE:</td>
<td>12/13/19</td>
<td>DATE:</td>
</tr>
</tbody>
</table>

Please sign, retain one copy for your records and return one copy to Brosz Engineering, Inc. for authorization to proceed.
ATTACHMENT A

SCOPE OF SERVICES FOR CONSULTANT SERVICES

Date: 12/13/19

PROJECT INFORMATION

Bridge Design for structure 52-305-300 located on Sonquist Lane in Johnson Siding

Scope of Work:

Brosz Engineering, Inc. will provide the following work items to the project:

- Abutment Design
- Superstructure Design
- 404 Permitting and Environmental Clearance
- Plans Preparation
- Preparation of Temporary and Permanent Documents

Pennington County will provide the following work items to the project:

- Obtain Temporary and Permanent Easements from Landowners
### Project Management
- **Task**: Project Management
- **Duration**: 20

### Preliminary Design
- **Task**: Preliminary Structure Layout
  - **Senior Engineer I**: 30 hrs @ $130.00 = $3,900.00
- **Task**: Preliminary Structure Design
  - **Senior Engineer II**: 30 hrs @ $120.00 = $3,600.00
  - **Engineer I**: 80 hrs @ $115.00 = $9,200.00
  - **Engineer II**: 10 hrs @ $105.00 = $1,050.00
  - **Engineer III**: 10 hrs @ $95.00 = $950.00
  - **Engineer IV**: 10 hrs @ $90.00 = $900.00
  - **Senior Engineer Tech. I**: 10 hrs @ $100.00 = $1,000.00
  - **Senior Engineer Tech. II**: 20 hrs @ $95.00 = $1,900.00
- **Task**: Preliminary Roadway Layout
  - **Engineer I**: 50 hrs @ $95.00 = $4,750.00
- **Task**: Preliminary Grading Layout
  - **Engineer II**: 50 hrs @ $90.00 = $4,500.00

### Preliminary Design Review
- **Task**: Preliminary Design Review
  - **Senior Engineer I**: 20 hrs @ $130.00 = $2,600.00
  - **Engineer I**: 10 hrs @ $115.00 = $1,150.00
  - **Engineer II**: 10 hrs @ $105.00 = $1,050.00
  - **Engineer III**: 5 hrs @ $95.00 = $475.00
  - **Engineer IV**: 5 hrs @ $90.00 = $450.00
  - **Senior Engineer Tech. I**: 5 hrs @ $100.00 = $500.00
  - **Senior Engineer Tech. II**: 5 hrs @ $95.00 = $475.00
  - **Engineer Tech. I**: 15 hrs @ $85.00 = $1,275.00
  - **Engineer Tech. II**: 10 hrs @ $80.00 = $800.00
  - **Engineer Tech. III**: 10 hrs @ $75.00 = $750.00
  - **Engineer Tech. IV**: 20 hrs @ $60.00 = $1,200.00
  - **Survey Principal (Office Time)**: 10 hrs @ $125.00 = $1,250.00
  - **Survey Principal (Field Time)**: 10 hrs @ $130.00 = $1,300.00
  - **Survey Crew - One Man**: 10 hrs @ $120.00 = $1,200.00
  - **Survey Crew - Two Man**: 5 hrs @ $180.00 = $900.00

### Final Design
- **Task**: Address County Review Comments
  - **Senior Engineer I**: 20 hrs @ $130.00 = $2,600.00
  - **Engineer I**: 5 hrs @ $115.00 = $575.00
  - **Engineer II**: 5 hrs @ $105.00 = $525.00
  - **Engineer III**: 5 hrs @ $95.00 = $475.00
  - **Engineer IV**: 5 hrs @ $90.00 = $450.00
  - **Senior Engineer Tech. I**: 10 hrs @ $100.00 = $1,000.00
  - **Senior Engineer Tech. II**: 20 hrs @ $95.00 = $1,900.00
  - **Engineer Tech. I**: 20 hrs @ $85.00 = $1,700.00
  - **Engineer Tech. II**: 10 hrs @ $80.00 = $800.00
  - **Engineer Tech. III**: 10 hrs @ $75.00 = $750.00
  - **Engineer Tech. IV**: 20 hrs @ $60.00 = $1,200.00

### Final Plan Development
- **Task**: Final Plan Development
  - **Senior Engineer I**: 60 hrs @ $130.00 = $7,800.00
  - **Engineer I**: 10 hrs @ $115.00 = $1,150.00
  - **Engineer II**: 10 hrs @ $105.00 = $1,050.00
  - **Engineer III**: 10 hrs @ $95.00 = $950.00
  - **Engineer IV**: 10 hrs @ $90.00 = $900.00
  - **Senior Engineer Tech. I**: 10 hrs @ $100.00 = $1,000.00
  - **Senior Engineer Tech. II**: 20 hrs @ $95.00 = $1,900.00
  - **Engineer Tech. I**: 20 hrs @ $85.00 = $1,700.00
  - **Engineer Tech. II**: 10 hrs @ $80.00 = $800.00
  - **Engineer Tech. III**: 10 hrs @ $75.00 = $750.00
  - **Engineer Tech. IV**: 20 hrs @ $60.00 = $1,200.00

### ROW Services
- **Task**: ROW Document Prep
  - **Senior Engineer I**: 10 hrs @ $130.00 = $1,300.00
  - **Engineer I**: 5 hrs @ $115.00 = $575.00
  - **Engineer II**: 5 hrs @ $105.00 = $525.00
  - **Engineer III**: 5 hrs @ $95.00 = $475.00
  - **Engineer IV**: 5 hrs @ $90.00 = $450.00
  - **Senior Engineer Tech. I**: 10 hrs @ $100.00 = $1,000.00
  - **Senior Engineer Tech. II**: 20 hrs @ $95.00 = $1,900.00
  - **Engineer Tech. I**: 20 hrs @ $85.00 = $1,700.00
  - **Engineer Tech. II**: 10 hrs @ $80.00 = $800.00
  - **Engineer Tech. III**: 10 hrs @ $75.00 = $750.00
  - **Engineer Tech. IV**: 20 hrs @ $60.00 = $1,200.00

### County Coordination
- **Task**: Coordination for Preliminary Design
  - **Senior Engineer I**: 5 hrs @ $130.00 = $650.00
  - **Engineer I**: 5 hrs @ $115.00 = $575.00
  - **Engineer II**: 5 hrs @ $105.00 = $525.00
  - **Engineer III**: 5 hrs @ $95.00 = $475.00
  - **Engineer IV**: 5 hrs @ $90.00 = $450.00
  - **Senior Engineer Tech. I**: 5 hrs @ $100.00 = $500.00
  - **Senior Engineer Tech. II**: 5 hrs @ $95.00 = $475.00
  - **Engineer Tech. I**: 5 hrs @ $85.00 = $425.00
  - **Engineer Tech. II**: 5 hrs @ $80.00 = $400.00
  - **Engineer Tech. III**: 5 hrs @ $75.00 = $375.00
  - **Engineer Tech. IV**: 5 hrs @ $60.00 = $300.00

### Environmental/Permitting
- **Task**: Wetland Delineation
  - **Senior Engineer I**: 30 hrs @ $130.00 = $3,900.00
  - **Engineer I**: 215 hrs @ $115.00 = $24,725.00

### Total Direct Labor
- **Total**: $41,925.00

### Additional Costs
- **Total**: $7,500.00

### Total Project
- **Total**: $49,425.00
MEMO

TO: BOARD OF COMMISSIONERS
DATE: JANUARY 7, 2020
FROM: MARK A. SCHOCK
ASSISTANT SUPERINTENDENT
RE: UTILITIES CERTIFICATE BRF 6403(09) PCN 02JT
SOUTH ROCFORD ROAD BRIDGE 52-162-272

As we are moving forward with replacement of the bridge located on South Rochford Road, we need to provide the South Dakota Department of Transportation Local Government Assistance Office with the attached Utilities Certificate. This form certifies that we have contacted all local utility companies affected by the project and made arrangements with them to move or adjust their utilities lying within the path of or conflicting with the construction.

Century Link and Black Hills Electric Cooperative are the only two utility companies affected by this project. We have shared the preliminary plans for this project and are working with them on plans for relocation of their services.

Motion is requested to approve the Utilities Certificate on Project BRF 6043(09) PCN 02JT for the South Rochford Road Bridge 52-162-272.

MAS:cjb
Attachment
TO: Local Government Assistance
South Dakota Department of Transportation
700 Broadway Avenue East
Pierre, South Dakota 57501-2586

RE: UTILITIES CERTIFICATE
PROJECT NUMBER BRF 6403(09) PCN 02JT

This is to certify that the Board of County Commissioners of Pennington County, South Dakota, will move and/or adjust or will cause to be moved, and/or adjusted, any and all utilities, whether publicly or privately owned, lying in the path of or conflicting with the construction of said project within the limits of said county.

1. The moves and/or adjustments will be accomplished at no cost to the State of South Dakota; and without Federal participation; and will be coordinated with the construction of said project. The following utilities have been contacted and are aware of the project:

<table>
<thead>
<tr>
<th>Utility Company</th>
<th>Date Contacted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black Hills Electric Cooperative</td>
<td>12/27/19</td>
</tr>
<tr>
<td>Century Link</td>
<td>12/27/19</td>
</tr>
</tbody>
</table>

2. The utilities referred to in this certificate do not include railroads or railroad owned facilities.

3. All other utilities not included in this certificate are listed below:

We also certify that all physical features (fences, signs, posts, etc.) to be removed under utilities negotiations have been moved or will be moved by the date of the letting or that an agreement has been negotiated with the owner involved.

DATED THIS _______________ DAY OF ____________________, 20___.

BOARD OF COUNTY COMMISSIONERS

ATTEST:

OF ___________________ COUNTY

BY: ___________________ CHAIRMAN

_________________________________ COUNTY AUDITOR
(SEAL)

Approved by: ___________________ Project Manager Date
MEMO

TO: BOARD OF COMMISSIONERS
DATE: JANUARY 7, 2020
FROM: MARK A. SCHOCK
ASSISTANT SUPERINTENDENT
RE: UTILITIES CERTIFICATE P 6480(04) PCN 5777
SHERIDAN LAKE ROAD RECONSTRUCTION

As we are moving forward with the reconstruction of Sheridan Lake Road from Albertta Drive to State Highway 385, we need to provide the South Dakota Department of Transportation Local Government Assistance Office with the attached Utilities Certificate. This form certifies that we have contacted all local utility companies affected by the project and made arrangements with them to move or adjust their utilities lying within the path of or conflicting with the construction.

Ferber Engineering Company, Inc. invited all local utility companies to a coordination meeting in May of 2019. Plans for the project were provided to all companies at that time and we are continuing to coordinate with the affected companies.

Motion is requested to approve the Utilities Certificate on Project P 6480(04) PCN 5777 for the reconstruction of Sheridan Lake Road.

MAS: cj
Attachment
TO: Local Government Assistance  
South Dakota Department of Transportation  
700 Broadway Avenue East  
Pierre, South Dakota 57501-2586

RE: UTILITIES CERTIFICATE

PROJECT NUMBER P 6480(04)    PCN 5777

This is to certify that the Board of County Commissioners of Pennington County, South Dakota, will move and/or adjust or will cause to be moved, and/or adjusted, any and all utilities, whether publicly or privately owned, lying in the path of or conflicting with the construction of said project within the limits of said county.

1. The moves and/or adjustments will be accomplished at no cost to the State of South Dakota; and without Federal participation; and will be coordinated with the construction of said project. The following utilities have been contacted and are aware of the project:

<table>
<thead>
<tr>
<th>Utility Company</th>
<th>Date Contacted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black Hills Electric Cooperative</td>
<td>05/02/2019</td>
</tr>
<tr>
<td>Black Hills Energy</td>
<td>05/21/2019</td>
</tr>
<tr>
<td>Century Link</td>
<td>05/02/2019</td>
</tr>
<tr>
<td>Midco</td>
<td>05/02/2019</td>
</tr>
<tr>
<td>Montana-Dakota Utilities Co.</td>
<td>05/02/2019</td>
</tr>
<tr>
<td>SDN Communications</td>
<td>05/02/2019</td>
</tr>
<tr>
<td>Vast Broadband</td>
<td>05/02/2019</td>
</tr>
</tbody>
</table>

2. The utilities referred to in this certificate do not include railroads or railroad owned facilities.

3. All other utilities not included in this certificate are listed below:

   __________________________

We also certify that all physical features (fences, signs, posts, etc.) to be removed under utilities negotiations have been moved or will be moved by the date of the letting or that an agreement has been negotiated with the owner involved.

DATED THIS ___________ DAY OF __________________________, 20 ___.

BOARD OF COUNTY COMMISSIONERS

ATTEST: __________________________   COUNTY

OF __________________________   CHAIRMAN

________________________ (SEAL)   Approved by:

________________________ Project Manager   Date
MEMORANDUM

DATE: January 2, 2020
FROM: Holli Hennies, Commission Office Manager
TO: Board of Commissioners
RE: 2020 NACo Achievement Award – Care Campus

Commissioners – This agenda item is for Board approval to apply for the 2020 NACo Achievement Awards for the Care Campus.

The Achievement Awards Program is a non-competitive awards program that seeks to recognize innovative county government programs. One outstanding program from each category will be selected as the “Best of Category.”

The categories I believe the Care Campus qualifies in are as follows:

2020 Achievement Award Categories

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CRIMINAL JUSTICE AND PUBLIC SAFETY</td>
<td>Improve public safety systems, justice systems, community crime prevention and crisis intervention</td>
</tr>
<tr>
<td>FINANCIAL MANAGEMENT</td>
<td>Utilize new models of managing county finances and improve stewardship of taxpayer resources</td>
</tr>
<tr>
<td>HEALTH</td>
<td>Improve residents’ physical and/or behavioral health, including through promoting healthy living and delivering health services</td>
</tr>
<tr>
<td>HUMAN SERVICES</td>
<td>Assist residents, particularly veterans, children, elderly residents and/or disabled residents</td>
</tr>
</tbody>
</table>

1/7/2020 Motion requested: To approve an application be submitted for the 2020 NACo Achievement Awards for the Care Campus and further authorize payment of up to $100 from the Commission Budget (101-0111) for the application fee.
What is Required to Apply?
For each program nominated, general information, program summaries and payments must be submitted to the National Association of Counties (NACo) via the online application portal and payments processed via P.O. must be postmarked by the application deadline. For more information, please see the HOW TO APPLY section. Judging and review will not take place for unpaid or incomplete applications.

Who is Eligible to Submit applications?
Only county governments and state associations of counties are eligible to submit applications. There is no limit to the number of applications that can be submitted by a single entity. Regional partners are welcome to submit applications for a collective project; however submitters must identify a single county or state association to submit the application on the group’s behalf.

What are the Eligibility Standards?
1. The start date of the program must be explicitly stated; the program must have become operational after January 1, 2015 and must have measurable results.
2. County officials and/or staff, as part of their official duties, must have played a significant role in developing and implementing the program, with limited assistance from outside technical experts and/or consultants.
3. All steps in the application process must be completed and all application fees must be paid in full by March 30, 2020 at 11:59 PM EST.
4. The program must meet the conditions outlined in the next section, PROGRAM CRITERIA.

Program Criteria
In order to be eligible for an Achievement Award, all programs must meet the following criteria:
1. Programs must accomplish one or more of the following:
   • Offer new services to county residents, fill gaps in the availability of services, fill gaps in or tap new revenue sources
   • Improve the administration of an existing county government program
   • Upgrade the working conditions or level of training for county employees. Enhance the level of citizen participation in, or the understanding of, government programs
   • Provide information that facilitates effective public policy making
   • Promote intergovernmental cooperation and coordination in addressing shared problems
2. In the case of a program that is in response to a federal or state law, regulation or order, the program must go beyond mere compliance with the statute, regulation or order and must display a creative approach to meeting those requirements.

3. The program must have measurable results (e.g. cost savings, enhanced employee productivity, improved constituent services, created better intergovernmental cooperation).

4. The program must be innovative and not rely on techniques or procedures that are common practice in most counties of similar population or size.

5. All aspects of the program must be consistent with acceptable governmental and financial management practices and must promote general governmental accountability.

**Ineligible Programs Include:**

- Programs designed to influence laws or regulations
- Certification or accreditation programs
- Events that ONLY take place one time, such as conducting a conference, the formation of a task force or the establishment of a committee
- Programs that are adopted, whole or in part, from other public or private entities
- Programs, whole or in part, that have received a previous NACo Achievement Award
- Programs that the purchase of new technology or equipment, the construction of a building or the privatization/contracting out of a function
- A newsletter or a publication
TIPS

1. Include writing that is clear and concise. The average reader needs to be able to understand the objectives and judge the merits of the program.

2. Have measurable results. Programs could have been implemented five months ago or five years ago, but outcome measures must be available and clearly expressed.
How to Apply

To begin the application process, visit www.naco.org/achievementawards click on the “Apply Now” button. In order to submit a 2020 Achievement Award, you must have NACo log-in information. If you do not have a NACo log-in, you may create one by clicking “Create an Account.”

Step One: Preparing the Nomination Summary

Please prepare your nomination summary according to the outline of sections below. All applications must have the county name and page number on each page and must be submitted in PDF format. Files can be no larger than 2MB.

Abstract of the Program:
In approximately 200 words or less, summarize the program include the program description, the purpose and outcomes. Abstracts of award winning programs will be published. Please be sure to provide clear and concise information as this section will be used publicly in whatever format it is submitted.

The Problem or Need for the Program
Discuss the problem or need that prompted the development of the program and the county’s legal obligation, if any, to take action. Approximately ¼ pages.

Description of the Program
Provide a description of the nominated program including its objectives, time frame for development and implementation, clientele, the county’s role in implementing the program and the contributions of any other partners where applicable (e.g. states and the federal government, consultants and private partnerships). Approximately 2 ½ pages.

Responding to Economic Downturn (Optional)
If applicable, describe how the program responded to county budget constraints or addressed the county’s new economic reality. Approximately ¾ pages.

The Cost of the Program
Describe both the operating and capital costs incurred in developing and implementing the program. List all costs that would be incurred by a county attempting to replicate the program. Approximately ¾ to 1 page.

The Results/Success of the Program
Provide a description of the results and the success of the program in meeting its objectives. Include specific examples and outcome measures. Approximately ¾ to 1 page.

Worthiness of Award
Give justification for why this program meets the outlined criteria and should be awarded a 2020 Achievement Awards. Approximately ¼ to ½ page.

Supplemental Materials (Optional)
Supplemental materials such as pictures and charts may be uploaded in separate PDF documents once you complete the check-out process. Supplemental materials are not required but are highly encouraged.
Achievement Award Categories

**Arts, Culture and Historic Preservation:** Demonstrate how counties observe local heritage and/or leverage the arts to improve residents’ quality of life and address challenges communities face

**Children and Youth:** Ensure children’s development through a continuum of supportive services including health, education and childcare

**Civic Education and Public Information:** Enrich the public’s understanding of county government and elevate awareness of county services

**Community and Economic Development:** Foster and create conditions to support community and economic development, including enhancing processes and partnerships that strengthen communities

**County Administration and Management:** Engage county workers and provide resources to staff to manage departments and services more efficiently

**Criminal Justice and Public Safety:** Improve public safety systems, justice systems, community crime prevention and crisis intervention

**County Resiliency: Infrastructure, Energy and Sustainability:** Optimize new technologies and other innovations to advance the county’s energy goals and environmental stewardship

**Financial Management:** Utilize new models of managing county finances and improve stewardship of taxpayer resources

**Health:** Improve residents’ physical and/or behavioral health, including through promoting healthy living and delivering health services

**Human Services:** Assist residents, particularly veterans, children, elderly residents and/or disabled residents

**Information Technology:** Implement creative uses of technology that make county processes more efficient and cost-effective

**Libraries:** Engage libraries to achieve community goals and support innovation and public outreach through county library systems

**Parks and Recreation:** Revitalize and reimagine existing or create new public spaces that benefit residents and visitors

**Personnel Management, Employment and Training:** Demonstrate strategic ways to recruit county employees, encourage professional development and maintain a first class workforce

**Planning:** Illustrate how counties think creatively about community design and development processes

**Risk and Emergency Management:** Bolster a county’s ability to plan for, recover from and adapt to disasters, both natural and man-made, whose impacts can be physical, economic and social

**Transportation:** Improve the movement of goods and people and shape how communities grow

**Volunteers:** Showcase how county residents give back to communities and neighbors
Contact Information

The individual listed as the contact in the application should be the primary point of contact for this program. All correspondence and logistical communications about the program will be directed to the person listed on the application. Applications for the 2020 Achievement Awards Program will be submitted online at www.naco.org/achievementawards.

To complete the application process, each person must have a log in (your email address). If your email address is not registered in the NACo database or if your county is not a NACo member, please follow the directions to create a log in. Once logged in, your contact information will automatically populate the online application form.

**If you are submitting the application on behalf of another person in your county, please be sure to indicate the other person as the PRIMARY POINT OF CONTACT at this time so that we can reach the appropriate party with programmatic questions.**

Program Information

Should your program win an award, the program title you provide will appear, exactly as it was submitted, on the certificate as well as any media channels. The title should be no more than 75 characters and should not include the name of the county.

Program Category

Please choose one category from the drop down list on the online application. Note that the selection of a program category should be determined by the content of the program, not the organizational department implementing it. If you feel your application fits into two or more categories, please choose one that best covers the main topic area of the program.
Abstract
Please submit the abstract that was drafted as part of the nomination summary (200 words or less).

Terms and Conditions
All applicants must agree to the terms and conditions listed on the application page in order to continue with the application process. By agreeing to these terms, the county certifies that this program is operated as described in the submitted award application.

IMPORTANT DATES:
- **SUBMISSIONS DEADLINE:**
  March 30, 2020 at 11:59 p.m. EDT
- **NOTIFICATIONS OF ACHIEVEMENT AWARDS:**
  Week of April 27, 2020
- **NACo ANNUAL CONFERENCE AND EXPOSITION:**
  July 17 – 20, 2020
  Orange County/ Orlando, Florida
PAYMENT OPTIONS

The fee for each application submitted before March 9, 2020 is $75. The fee for each application will increase to $100 from March 10, 2020 – March 30, 2020. There are two payment options for Achievement Award applications. Any application received without payment will not be judged or awarded.

- Online – Payment by credit card may be made through our online application system. Once payment is submitted, a receipt will be emailed to the email address provided.
- Mail – Payment by check, voucher or purchase orders must be stapled to the invoice emailed to you along with any other payment instructions to the following address:
  
  NACo ACHIEVEMENT AWARDS PROGRAM  
  PO BOX 79007  
  BALTIMORE, MD 21279-0007
2019 LNI (Lakota Nation Invitational) Handgames Challenge 3rd Place (out of 26 teams) in Business/Corporate Division
PENNINGTON COUNTY COMMITTEE/BOARD DESCRIPTIONS

AIR QUALITY BOARD

The duties of the Air Quality Board shall be to review and approve compliance plans, serve as an Appeal Board, act on enforcement actions initiated by the Air Quality Division, and make recommendations to the Pennington County Commission and Rapid City Council on policies related to the air quality of the County and City. The purpose and goal of the decisions made and actions taken by the Air Quality Board shall be to protect and serve the public interest.

MEMBERSHIP: The Rapid City Area Air Quality Board (Air Quality Board) consists of seven voting members and three ex-officio members. Six of the members are appointed by the Mayor and one member (At large) is appointed by the County Commission. The composition and professional associations of the three ex-officio members are 1) One member representing state government; 2) One member representing the City of Rapid City; and 3) One member representing the Pennington County Commission (Chairperson of the Commission or designee).

(Pennington County Ordinance No. 12)

MEETINGS: Quarterly – 2nd Monday (March, June, September and December), CSAC Building – 3rd Floor West Conference Room

Preferred: ________

BLACK HILLS ASSOCIATION OF COUNTY COMMISSIONERS (BHACC)

To promote and improve county government in the Black Hills area through an association of County Commissioners and County Officers.

GOALS: To hold monthly meetings for the purpose of getting together to discuss problems of mutual interest and to act as a clearing house for the Collection and Distribution of Information relating to County Administration and County Government. To encourage legislation that will improve County Government and to oppose legislation that will be injurious to County Government.

MEMBERSHIP: The following Counties shall constitute the Membership of this Association: Butte, Dewey, Corson, Custer, Fall River, Haakon, Harding, Jackson, Lawrence, Meade, Pennington, Perkins, and Ziebach.

MEETINGS: As determined by the members of the Association.     Preferred: _________
BLACK HILLS COUNCIL OF LOCAL GOVERNMENT (BHCOLG)

Enhancing communities in western South Dakota through partnerships and planning.

GOALS: The BHCOLG was established in 1972 as one of six planning and development districts in South Dakota. BHC is a voluntary organization formed by a joint cooperative agreement authorized under SD joint powers statutes. Our role is broad and dynamic to reflect the needs of our members. We understand that proper planning is vital to the stability of the region and remain committed to working to improve the quality of life for the people of western South Dakota.

MEMBERSHIP: The BHC district includes local government entities within the following counties: Bennett, Butte, Custer, Fall River, Harding, Lawrence, Meade, Pennington and Perkins.

MEETINGS: Meets quarterly (January, April, July, October) @noon @ the BHCOLG office @ 730 E Watertown St, Ste 102

Preferred: __________

BUILDING COMMITTEE/MASTER PLANNING

This committee was established to review and plan for the need of County facilities as well as the Courthouse.

MEMBERSHIP: PC Auditor, PC Treasurer, Chief Deputy States Attorney, 2 PC Commissioners, Presiding Judge – 7th Circuit, Construction Project Manager, B&G Director

MEETINGS: 1st & 3rd Tuesday monthly, Commission Conference Room, Pennington County Administration Building, Rapid City, SD

Preferred: __________

CARE CAMPUS ADDITION TREATMENT SERVICES - ADVISORY BOARD

The agency will maintain an Advisory Board to provide oversight with the policies and activities of the agency. The Advisory Board will ensure that they policies and activities of the agency address community concerns and other interests.

MEMBERSHIP: The Board is comprised of ten members from the community who have vested interest in the community needs in regards to alcohol and drug abuse to include former client or family member of a former client.

MEETINGS: Quarterly as scheduled. Held @ Care Campus, 2nd floor conference room.

Preferred: __________
CENTRAL STATES FAIR BOARD OF DIRECTORS

The Central States Fair Board is formed to hold an annual fair or exhibition to promote and encourage agriculture, horticulture, mining, mechanics and manufacturers, stock raising and general domestic industry; to conduct, manage and operate expositions, contests, entertainment, and amusement enterprises; to buy or otherwise acquire, sell or otherwise dispose of, hold and deal in all kinds of property; to borrow and lend money; to act as trustees, agents or entrepreneurs; and generally to do all things and transact all business necessary to expedite or carry out the foregoing purposes and to the conduct an annual fair and other related events in Rapid City, Pennington County, SD.

MEMBERSHIP: The Central States Fair board is made up of fourteen Directors, none of which may be employed by CSF, twelve who shall be elected by the members from the membership at their annual meeting. There will be three directors elected each year at four year terms. The other two directors will be appointed, one by the PC Commission and one by the RC Common Council. Appointed members can serve no more than four consecutive years. They will be voting members only and are not eligible to hold office. A majority of the board (8) must be residents of Pennington County. Any person who has served on the Board of Directors as a voting member is ineligible to serve again until he/she has been out of office for one full year.

MEETINGS: 2nd Monday monthly, CSF Office, 800 San Francisco St., Rapid City, SD

Preferred: __________

COMMUNITY HEALTH CENTER OF THE BLACK HILLS BOARD OF DIRECTORS

The CHCBH is organized to formulate, plan, develop, organize, staff, and administer a program to provide primary health care services to an underserved population designated in Region VII by the U.S. Department of Health and Human Services. The CHCBH is organized exclusively for charitable, educational, or scientific purposes within the meaning of section 501 (c) (3) of the IRS Code of 1954.

MEMBERSHIP: The board is composed of not less than nine and not more than 25 as determined by the Board. At least 51% of the board shall be composed of individuals who are served by the CHCBH and who, as a group, represent the individuals being served. Other members of the Board shall be representative of the community in which the CHCBH’s catchment area is located. No more than one-half of the non-consumer Board members may derive more than ten percent of their annual income from the health care industry.

MEETINGS: 4th Thursday @ 5pm monthly, CHCBH Training Room, Community Health Center of the Black Hills, Rapid City, SD

Preferred: __________
COMPENSATION COMMITTEE

This committee was created by the Board of Commissioners to advise them on the wage and compensation issues affecting Pennington County and its employees.

MEMBERSHIP: There are seven (7) members of the Compensation committee, one County Commissioner, two elected officials, two appointed department heads and two at large employees.

MEETINGS: Thursday following the 1st BOC of the month, monthly 9:00 a.m., Commission Conference Room, Pennington County Administration Building

Preferred: 

EMERGENCY MANAGEMENT USERS BOARD (EMUB)

The Emergency Management User’s Board has the responsibility of planning, organizing, control, and management of Emergency Management and such related programs as may be utilized by Pennington County or the City of Rapid City. The User’s Board has the authority to apply for, receive, and expend grants of money from any local, state or federal government and from any private individuals, foundation or corporation.

MEMBERSHIP: The User’s board consists of seven primary members. These members are the Pennington County Sheriff, Rapid City Police Chief, Rapid City Fire Chief, a representative from each the Pennington County commission and Rapid City Common Council, the Director of military Support for the South Dakota National Guard, and a Pennington County resident appointed by the Fire Service Board who is a volunteer member of an agency represented on the Pennington County Fire Service Board.

MEETINGS: 2nd Friday @ 9am Quarterly (January, April, July & October), EOC Room, County Administration Building, Rapid City, SD

Preferred: 

EMERGENCY SERVICES COMMUNICATION CENTER USER’S BOARD (ESCC)

The User’s Board has the power to apply for, receive and expand grants of money from any local, state or federal government and from any private individuals, foundation or corporation.

**MEMBERSHIP:** The User’s Board shall consist of seven members including the Pennington County Sheriff, Rapid City Police Chief, Rapid City Fire Chief, a representative from Emergency Medical Services who shall be appointed for a two year term by the User’s Board, a representative from each the Pennington county Commission, Rapid City Common Council, and Pennington County Volunteer Fire Department as determined by the Fire Service Board.

**MEETINGS:** 2nd Friday @ 10am Quarterly (January, April, July, & October), Public Safety Building, Dispatch Conference Room, County Administration Building, Rapid City, SD

**Preferred:**

EXTENSION/4-H BOARD

The purpose of the Extension Advisory board is to provide guidance and direction to the County Commissioners in the development, delivery, and evaluation of 4-H programs and services. The Board will assist the 4-H Advisor in developing and presenting the County budget to the Board of County Commissioners. The board will review the budget throughout the year to assist with prioritization of spending. The Extension Board is advisory in nature and has no authority to make or amend Pennington County policy.

**MEMBERSHIP:** The Board is comprised of seven members, one County Commissioner, and six at large members. At least two members shall be farmers and one a member of the Board of County Commissioners who may also be a farmer representative. The membership shall be representative of the racial population mix in the County and of the various interest groups served by extension.

**MEETINGS:** Quarterly- As Scheduled, Walter Taylor Building, 601 E. Centre Street, Rapid City, SD

**Preferred:**

Committees/Board Descriptions 2020  Updated:  12/2019
FIRE SERVICE BOARD

The Fire Service Board is a non-profit organization, formed by the Pennington County Commissioners. The objective of the Fire Service Board is to promote and develop all segments of fire protection in Pennington County, to include hazardous materials control and preparation for support in other public emergencies. The function of the Fire Service Board is to act as a coordinating body between Pennington County fire departments, other agencies related to fire protection, and the Pennington County Board of Commissioners. The Board shall make recommendations, including dispersal of the Pennington County Fire protection fund, to the Pennington County Board of Commissioners.

MEMBERSHIP: The Board will consist of not less than thirteen members, one representative of the PC Board of Commissioners, one representative of the US Forest Service, one representative of the SD Division of Wildland Fire Suppression, the RC-PC Emergency Management Coordinator, the PC Fire Administrator, two members elected from each of the following districts: East, East Central, West, and West Central. All representatives on the FSB must be Pennington County residents and/or an active member of a department with jurisdictional authority.

MEETINGS: 2nd Wednesday monthly, location varies among Volunteer Fire Departments and the Emergency Operations Center, Pennington County Administration Building.

Preferred: __________

GOVERNMENTAL AFFAIRS

GOALS: Governmental Affairs Committee strives to increase business awareness and involvement in political and legislative issues and advocate for business and the community at the local, state and national levels.

MEMBERSHIP:

MEETINGS: Meets monthly of the 4th Tuesday @ Rushmore Plaza Civic Center, 444 Mt Rushmore Rd, Chamber Board Room (#207)

Preferred: __________
HEALTH CARE TRUST BOARD

The purpose of the Health Care Trust Board is to create an entity to hold and accept the contributions of Pennington County, separate and distinct from other funds, solely for the benefit of the participating employees of the County and their participating dependents, and to administer the Pennington County Health Plan. The Health Care Trust Board is responsible for Health Care Plan administration.

MEMBERSHIP: The HCTB shall consist of eleven members including the PC Auditor or designee, PC Treasurer or designee, PC Highway Superintendent or designee, PC Sheriff or designee, PC Human Resources Director or designee, one PC Commissioner, and five PC participating employees from departments other than those five listed, selected by other seated members and designated as “at large members”. Terms for the five seated members are unlimited. Two of the at-large positions shall be selected in even numbered years, and three of the at-large positions are selected in odd numbered years, serving no more than two consecutive two-year terms.

MEETINGS: Wednesday following the 2nd BOC meeting each month @ 2:00 p.m., Commission Conference Room, Pennington County Administration Building

Preferred: __________

JUVENILE SERVICES CENTER (JSC) ADVISORY BOARD

The JSC Compact Board is responsible for the operation and maintenance of the Juvenile Services Facility and Juvenile Transportation System in the Pennington County, under the supervision of the Sheriff.

MEMBERSHIP: The members of the JSC Compact Board shall be the counties of Pennington, Meade, Lawrence, Harding, Butte, Fall River, and Custer, and political subdivisions of the State of South Dakota. The Board of Directors shall consist of one representative from each member County. The term of office is three years.

MEETINGS: As needed

Preferred: __________
JUVENILE DIVERSION ALTERNATIVES INITIATIVE (JDAI) ADVISORY BOARD

The purpose of the Juvenile Detention Alternatives Initiative Committee is to establish a cooperative relationship in order to replicate the eight core strategies of JDAI in order to eliminate the inappropriate or unnecessary use of secure detention, minimize re-arrest and failure-to-appear rates pending adjudication, ensure appropriate conditions of confinement in secure facilities, redirect public finances to sustain successful reforms, and reduce racial and ethnic disparities.

MEMBERSHIP: The JDAI committee is made up of members from Seventh Circuit Court, Pennington County Sheriff’s Office, Pennington County State’s Attorney’s Office, Pennington County Public Defender’s Office, Seventh Circuit Court Services, Rapid City police Departments, Western SD Juvenile Services Center, Pennington County, City of Rapid City, Rapid City School District, SD Department of Corrections, SD Department of Social Services and the SD Council of Juvenile Services.

MEETINGS: Quarterly or as needed. Location is usually at JSC at 12:00 p.m.

Preferred: __________

LEGISLATIVE LIAISON

The County legislative liaison travels to Pierre to lobby on behalf of the Board of Commissioners on any issues the Board takes official action upon.

MEETINGS: Legislative session runs January thru March of each year. The individual shall also monitor and update the Board on proposed legislation as it moves thru the processes during the year.

Preferred: __________
LOCAL EMERGENCY PLANNING (LEPC) COMMITTEE

The purpose of the LEPC Committee is to develop Pennington County’s hazardous materials emergency response and preparedness capabilities through better coordination and planning, annually review and update the Pennington County Hazardous Materials Emergency Response Plan, provide technical information and assistance to all facilities within Pennington County on hazardous materials emergency action planning, receive and coordinate the response to emergency notifications of release of hazardous materials, provide for reporting of hazardous materials inventories and release reports where it is available for emergency planning and response by local agencies, support emergency response agencies within the County in their planning, trainings and operations, provide public access to information gathered and developed under SARA Title III and promote public awareness in safety risks, community rights and responsibilities, and bring suits against facilities for failure to meet responsibilities under SARA Title III.

MEMBERSHIP: Members of the LEPC Committee are made up of State and local officials, law enforcement, fire, emergency management, public health professionals, environmental, hospitals, and transportation officials, community groups, media, organizations with a primary role in hazardous materials and emergency response planning and representatives of facilities subject to Title III notification. Members are appointed to represent their organizations and confirmed by action of the South Dakota State Emergency Response Commission.

MEETINGS: 3rd Wednesday in February, May, August & November @ 11:30am. EOC, Rapid City, SD
Preferred: __________

METROPOLITAN PLANNING ORGANIZATION/EXECUTIVE POLICY COMMITTEE

The designated MPO and policy board for the Metropolitan Transportation Planning process is the Executive Policy Committee. The EPC is responsible for making transportation planning and improvements decisions. The EPC reviews the recommendations of the CAC and TCC prior to making their decision.

MEMBERSHIP: The chairman and the vice chairman per ordinance. Voting members of the Executive Policy Committee are provided in the Joint Cooperative Agreement establishing the Metropolitan Planning Organization.
The Executive Policy Committee shall consist of ten (10) voting members:
Mayor, City of Rapid City, Mayor, City of Box Elder, Chairman, Pennington County Commission Representative, Pennington County Commission Chairman, Meade County Commission Representative, Meade County Commission Representative, Rapid City City Council Representative, Rapid City Regional Airport Representative, South Dakota Transportation Commission Representative, Box Elder City Council

MEETINGS: The Committee shall meet at least six (6) times a year, on a bi-monthly basis,
2nd Floor, Council Chambers, City Hall, Rapid City, SD
Preferred: __________
PC COUNCIL ON AGING

This committee distributes funding to non-profit agencies whose primary focus is providing essential services to Pennington County’s needy elderly. For purposes of the PCCA elderly is defined as an individual 60+ years of age. The funding received is in two categories: Transportation Funding & Senior Support Funding. Transportation funds can be used to provide transport to any elderly person who, due to finances or disabilities, cannot transport themselves for medical, legal or other necessary appointments, shopping, or special events/social activities. Transportation funds can be utilized for transportation of meal services. Other uses may be approved if identified. Senior support funding is available for items/services the agency may provide but had not anticipated. Emergency request examples: Large and costly items needing replacement as soon as possible such as stoves, refrigerators, and other appliances, if not covered/provided by facility owner or service contract.

MEETINGS: Usually held the third Thursday of the month, September through June, at 2:30 PM at rotating locations, often AARP office, Rushmore Mall, Rapid City, SD

Preferred: __________

PUBLIC DEFENDER’S ADVISORY COMMITTEE

The Public Defender’s Advisory Committee shall be established whenever an office of public defender is established. This committee shall appoint and dismiss a public defender. The Public Defender is responsible to provide an Annual Report to the Advisory Committee. The committee also shall also assist the public defender in the operational policies and procedures of the office. This includes recommending compensation for personnel such as assistant public defenders, clerks, investigators, stenographers, and other persons as the advisory committee considers necessary for carrying out the public defender’s duties.

MEMBERSHIP: The Advisory Committee is made up of one person not admitted to the practice of law, not an employee of Pennington County, and not a law enforcement office as appointed by the County Commissioners; two members of the Board of County Commissioners; and two attorney’s practicing in the County.

MEETINGS: As needed & location varies

Preferred: __________
RAPID CITY CHAMBER OF COMMERCE BOARD OF DIRECTORS/GOVERNMENT AFFAIRS

The Rapid City Chamber of Commerce is a membership organization of businesses and professional leaders dedicated to promoting a strong business climate in the Black Hills and enhancing the quality of life for members. The Chamber is the leading advocate for business growth in the Rapid City area.

MEMBERSHIP: Pennington County is an EX-OFFICIOS member with one position.

CHAMBER MEETINGS: Monthly, 2nd Thursday at 7:00 a.m., Location may vary but usually at the Chamber Office – Board Room

GAC MEETINGS: Meets monthly on the 4th Tuesday @ 8am @ Rushmore Plaza Civic Center, 444 Mt Rushmore Rd, Chamber Board Room (#207)

Preferred: __________

RAPID CITY PUBLIC LIBRARY BOARD OF TRUSTEES

GOALS: MEMBERSHIP:

MEETINGS: Meets monthly on the 2nd Monday @ noon in the Library Conference Room.

Preferred: __________

SOUTH DAKOTA ASSOCIATION OF COUNTY COMMISSIONERS

To promote and improve county government in South Dakota through the Association of County Commissioners.

GOALS: To keep county commissioners and officials informed on issues pertaining to county government. To complete research which pertains to county government. To plan and conduct workshops, seminars and an annual meeting to provide a broad program of information and study of county problems and issues. To confer with commissioners to identify and help resolve problems. Research and draft legislative bills, prepare testimony for presentation to the legislature and legislative committees, monitor the progress of bills through the legislature, and keep commissioners informed on legislative developments. Direct all lobbying and liaison efforts with other governmental entities, especially the legislative and executive branches of state governments. Coordinate efforts between the SDACC and the SDACO, SDACHS, SD Municipal League, Associated School Boards of SD, SD Towns and Townships and all other local, state and federal agencies, the media and the public. Direct, coordinate and supervise lobbying activities of the association.
MEMBERSHIP: Pennington County is on the Board of Directors with one position. The Board shall meet at least twice a year; once at and during the annual meeting and once during the year, the time and place of the latter to be determined by the President.

MEETINGS: As Needed

Preferred: __________

TAX INCREMENT FINANCING REVIEW COMMITTEE

Purpose: To encourage the redevelopment of deteriorated or otherwise blighted real property in Rapid City through the investment of public funds; to stimulate economic development in the community by assisting projects that promote the long term economic vitality of the community; to stimulate increased private investment in areas that would have otherwise remained undeveloped or under-developed and which will, in the long term, provide a significant source of additional tax revenues to all taxing entities; and to stimulate the construction of safe and affordable housing units for low and moderate income residents of the community and expand the general housing stock in the community.

MEMBERSHIP: 2 RC Council Members, 2 City Planning Commission Members, 1 Pennington County Commissioner, 1 School District Member and 1 Economic Development Member

MEETINGS: As needed (City Hall – 1st Floor Community Room)

Preferred: __________

WEED & PEST BOARD

The County Weed & Pest Board may employ administrative personnel and determine duties and conditions of employment, coordinate activities with state and federal agencies and enter into cooperative agreements, control and disburse money received from any source, and secure and maintain bonds or liability insurance.

MEMBERSHIP: The Weed & Pest Board shall consist of five or seven members. One shall be a County Commissioner. Each member will serve for a three year term.

MEETINGS: As Scheduled (March, April, June, August, October, December) Weed & Pest Office, 3607 Cambell St., Rapid City, SD

Preferred: __________
December 31, 2019

I, ________________________, the Chair of the Pennington County Board of Commissioners, authorize payment for the invoice lists presented to the Board of Commissioners for approval on January 7, 2020, which have a grand total of $1,146,182.71.

______________________________
Chair

County Administration Building ● PO Box 6160 Rapid City, SD 57709
130 Kansas City Street Suite 230 Rapid City, SD 57701
Phone: (605) 394-2153 ● Fax: (605) 394-6840
www.pennco.org
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**Date Range:** 12/18/2019 to 12/18/2019

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Total for Vendor 63893 - PIONEER BANK & TRUST: 28,105.44

Report Total: 70,989.23
# Invoices Submitted For Approval

**Report Total:** 15,953.10

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Total for Vendor 63893 - PIONEER BANK & TRUST: 3,207.83

Report Total: 15,953.10
# Invoices Submitted For Approval

**Printed:** 12/31/2019 - 2:02 PM  
**Date Range:** 12/31/2019 to 12/31/2019

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**Report Total:** 2,024.24

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AP-Outstanding Invoices (12/31/2019 - 2:02 PM)
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Report Total: 597,588.00
CAUTION: This email is from an outside source. Use caution before opening attachments, clicking links or providing confidential information.

Your Wellmark Inc. Self Funded Monthly statement is now available.

Employer Number: 496

Billing Date: 11/30/2019

Due Date: 12/31/2019

Amount Due: $123373.46

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If you have any questions regarding your account, please contact the billing contact identified on your billing statement or email us at SelfFundedBilling@wellmark.com

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Employer Number: 496

Billing Date : 12/13/2019

Due Date: 12/19/2019

Amount Due: $142408.05

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Employer Number: 496

Billing Date : 12/20/2019

Due Date: 12/26/2019

Amount Due: $118256.01

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Employer Number: 496

Billing Date: 12/27/2019

Due Date: 01/02/2020

Amount Due: $75590.62

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BOARD OF ADJUSTMENT

A. VARIANCE / VA 19-15: Jonathan Santos Silva. A Variance to Section 319-B-3 of the Pennington County Zoning Ordinance to allow a less than one (1) acre lot size for a Vacation Home Rental in a General Agriculture District in accordance with Sections 205, 319, and 509 of the Pennington County Zoning Ordinance.

Lot 8 and That 1/2 of Platted Private Drive Adj To Said Lot, Custer Trails Subdivision #1, Section 22, T1N, R5E, BHM, Pennington County, South Dakota.

(Continued from the December 17, 2019, Board of Commissioner’s meeting.)

B. VARIANCE / VA 19-16: Harold Bies. To reduce the minimum required lot size from 10 acres to 9.675 acres; 9.671 acres; 9.666 acres; and 9.662 acres in a Limited Agriculture District in accordance with Sections 206 and 509 of the Pennington County Zoning Ordinance

SW1/4NW1/4, Section 13, T1N, R8E, BHM, Pennington County, South Dakota.

CONSENT AGENDA

C. ROAD NAME CHANGE: Pennington County. To rename a 50-foot-wide platted right-of-way that provides access to property located in Section 10, T1N, R8E, BHM, Pennington County, South Dakota, from Gypsey Road to Heather Lane.

Planning Commission recommended approval of the road name change from Gypsey Road to Heather Lane.

D. MINOR PLAT / MPL 19-43: Battle Creek Fire District. To subdivide and create Lots J and K of Rushmore Ranch Estates in accordance with Section 400.1 of the Pennington County Subdivision Regulations.

EXISTING LEGAL: Tract Well, Rushmore Ranch Estates Subdivision, Section 17, T2S, R7E, BHM, Pennington County, South Dakota.

PROPOSED LEGAL: Lots J and K of Rushmore Ranch Estates Subdivision, Section 17, T2S, R7E, BHM, Pennington County, South Dakota.

Planning Commission recommended approval of Minor Plat / MPL 19-43 with four (4) conditions.
REGULAR AGENDA

E. PLANNED UNIT DEVELOPMENT REVIEW / PU 06-07: Rapid City MHP, LLC. (Cimarron Mobile Home Park). To review a Planned Unit Development to allow a mobile home park in accordance with Section 213 of the Pennington County Zoning Ordinance.

Tract C of Lot B of NE1/4 NW1/4 less Pengra Subdivision, Section 17, T2N, R7E, BHM, Pennington County, South Dakota.

(Continued from the December 17, 2019, Board of Commissioner’s meeting.)

Planning Commission recommended to continue the review of Planned Unit Development / PU 06-07 to no later than the January 21, 2020, Board of Commissioner’s meeting with one (1) condition.

F. SECOND READING OF REZONE / RZ 19-16 AND COMPREHENSIVE PLAN AMENDMENT / CA 19-16: Richard Aldren. To rezone 107.24 acres from General Agriculture District to Limited Agriculture District and to amend the Pennington County Comprehensive Plan to change the Future Land Use from General Agriculture District to Limited Agriculture District in accordance with Sections 205, 206, and 508 of the Pennington County Zoning Ordinance.

NE1/4NW1/4 less West 520 feet of East 800 feet less ROW; the NE1/4NW1/4 less East 800 feet less ROW; the W1/2NW1/4NW1/4 less ROW; the E1/2NW1/4NW1/4 less ROW; and the NE1/4NE1/4 less ROW, all located in Section 34, T2N, R11E, BHM, Pennington County, South Dakota.

Planning Commission recommended approval of Rezone / RZ 19-16 and Comprehensive Plan Amendment / CA 19-16.

(The Board of Commissioners approved the First Reading of this Rezone and Comprehensive Plan Amendment on December 17, 2019.)

G. SECOND READING OF ORDINANCE AMENDMENT / OA 19-02: Pennington County. To amend Section 205 “General Agriculture District” and Section 212 “Heavy Industrial District” to renumber paragraphs and reclassify aggregate mining as a Conditional Use; to amend Section 511 “Fees” to set fees regarding Mining Permits; and to add Section 320 “Mining Operation” to regulate aggregate mining [to supersede Section 507-B “Mining Permits”] of the Pennington County Zoning Ordinance.

Planning Commission recommended approval of Ordinance Amendment / OA 19-02.

(The Board of Commissioners approved the First Reading of this Ordinance Amendment on December 17, 2019.)
H. **PLANNED UNIT DEVELOPMENT REVIEW / PU 01-05**: William Anderson, Cliff and Billy Janis, and S-L Holdings, LLC. To review an existing Planned Unit Development in accordance with Section 213 of the Pennington County Zoning Ordinance.

Tract 1 and Tract 2, of KWA Subdivision and NE1/4SE1/4 Less KWA Subdivision Less Lot H-1 of S1/2NE1/4SE1/4, all located in Section 1, T1N, R8E, BHM, Pennington County, South Dakota.

(Continued from the November 5, 2019, Board of Commissioner’s meeting.)

Planning Commission recommended Planned Unit Development District / PU 01-05 be rezoned to Suburban Residential District and Limited Agriculture District to conform to surrounding property uses.
ROLL CALL

1. **APPROVAL OF THE DECEMBER 2, 2019, MINUTES**
   Moved by Runde and seconded by Lasseter to approve the Minutes of the December 2, 2019, Planning Commission meeting. Vote: unanimous 5 to 0.

2. **APPROVAL OF THE AGENDA**
   Moved by Lasseter and seconded by Runde to approve the Agenda of the December 16, 2019, Planning Commission meeting. Vote: unanimous 5 to 0.

   Moved by Lasseter and seconded by Runde to approve the Consent Agenda of the December 16, 2019, Planning Commission meeting. Vote: unanimous 5 to 0.

**CONSENT AGENDA**

The following items have been placed on the Consent Agenda for action to be taken on all items in accordance with staff’s recommendation by a single vote. Any item may be removed from the Consent Agenda, by any Planning Commissioner, staff member, or audience member for separate consideration. The findings of this Planning Commission are recommendations to the Pennington County Board of Commissioners who will make the final decision.

3. **ROAD NAME CHANGE:** Pennington County. To rename a 50-foot-wide platted right-of-way that provides access to property located in Section 10, T1N, R8E, BHM, Pennington County, South Dakota, from Gypsey Road to Heather Lane.

   To recommend approval of the road name change from Gypsey Road to Heather Lane.

   Vote: unanimous 5 to 0.

4. **PLANNED UNIT DEVELOPMENT REVIEW / PU 06-07:** Rapid City MHP, LLC. (Cimarron Mobile Home Park). To review a Planned Unit Development to allow a mobile home park in accordance with Section 213 of the Pennington County Zoning Ordinance.
To recommend to continue the review of Planned Unit Development / PU 06-07 to no later than the January 13, 2020, Planning Commission meeting with the following one (1) condition:

1. That any continuation hereafter because of the applicant’s failure to meet the Conditions of Approval shall be required to pay $100.00 per continuation in accordance with § 511(X) of the Pennington County Zoning Ordinance.

Vote: unanimous 5 to 0.

5. **MINING PERMIT / MP 19-04**: Dakota Stone Mining & Stone Supply / James Dean. To drill and blast for production of mica schist for landscape rock to be hauled offsite.

   N1/2, SW1/2, W1/2SE1/4, Section 8, T2S, R4E, BHM, Pennington County, South Dakota.

   To approve of Mining Permit / MP 19-04 with the following nine (9) conditions:

   1. That the conditions of approval of the South Dakota Department of Environment and Natural Resources Mine License #EXNI-420 be continually met;

   2. That the conditions of the approval of the South Dakota Department of Environment and Natural Resources General Permit be continually met;

   3. That the applicant obtains a Construction Permit prior to the operation of the mine expansion;

   4. That the applicant follows the Forest Service’s Operating Plan for the Silver Mica Mine;

   5. That the applicant submits a copy of the Mine License, issued by the South Dakota Department of Environment and Natural Resources, to the Planning Department and copies of any annual Mine License Reports by December 1st of each year;

   6. That if there is a proposed change in operation from this Mining Permit, including but not limited to, increase in size, amount of material being extracted or type of operation, that the change be submitted to the Planning Director within thirty (30) days and the Mining Permit reviewed and approved by the Planning Commission;
7. That the applicant obtains and posts a 9-1-1 address for the mine location in accordance with Pennington County Ordinance #20 along with a sign that identifies the name of the mine;

8. That the applicant signs a Statement of Understanding within ten (10) business days of Mining Permit approval, which is available at the Planning Office; and,

9. That this Mining Permit be reviewed in six (6) months from approval date, and may be reviewed on a complaint basis, or as directed by the Planning Commission and/or the Board of Commissioners to verify that all Conditions of Approval are being met.

Vote: unanimous 5 to 0.

6. MINOR PLAT / MPL 19-43: Battle Creek Fire District. To subdivide and create Lots J and K of Rushmore Ranch Estates in accordance with Section 400.1 of the Pennington County Subdivision Regulations.

EXISTING LEGAL: Tract Well, Rushmore Ranch Estates Subdivision, Section 17, T2S, R7E, BHM, Pennington County, South Dakota.

PROPOSED LEGAL: Lots J and K of Rushmore Ranch Estates Subdivision, Section 17, T2S, R7E, BHM, Pennington County, South Dakota.

To recommend approval of Minor Plat / MPL 19-43 with the following four (4) conditions:

1. That upon filing the Plat with the Register of Deeds, the plat meets all requirements of Pennington County Subdivision Regulations, or approved Subdivision Regulations Variance(s) be obtained waiving any of these requirements that are not met;

2. That the applicant ensures all natural drainage ways are maintained and are not blocked;

3. That all future addresses must be posted in accordance with Pennington County Ordinance #20; and,

4. That following platting of the proposed lots, any on-site wastewater treatment system(s) be subject to the requirements of § 204(J) of the Pennington County Zoning Ordinance, including the requirement to obtain an Operating Permit.

Vote: unanimous 5 to 0.

END OF CONSENT AGENDA
7. **PLANNED UNIT DEVELOPMENT REVIEW / PU 01-05**: William Anderson, Cliff and Billy Janis, and S-L Holdings LLC. To review an existing Planned Unit Development in accordance with Section 213 of the Pennington County Zoning Ordinance.

Tract 1 and Tract 2, of KWA Subdivision and NE1/4SE1/4 Less KWA Subdivision Less Lot H-1 of S1/2NE1/4SE1/4, all located in Section 1, T1N, R8E, BHM, Pennington County, South Dakota.

(Continued from the October 28, 2019, Planning Commission meeting.)

Molitor stated this is a review of Planned Unit Development / PU 01-05 to allow a mixed-use of residential and neighborhood commercial uses.

Staff is seeking direction from the Planning Commission and Board of Commissioners, and, Staff recommended that Pennington County rezone Planned Unit Development District / PU 01-05 to Suburban Residential District and Limited Agriculture District to conform to surrounding property uses. This will require an application for a Rezone and further public hearings.

Discussion followed.

**Move by Runde and seconded by Lasseter to approve Planned Unit Development District / PU 01-05 being rezoned to Suburban Residential District and Limited Agriculture District to conform to surrounding property uses.**

All voting aye, the Motion carried 5 to 0.

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8. **CONSTRUCTION PERMIT AGENDA**

The following items have been placed on the Construction Permit Agenda to be heard for public comment and will not be voted on by the Planning Commission. Any Planning Commissioner, staff member, or audience member may comment on any of the items. Comments received will be considered by the Planning Director who will make the final decision on the Construction Permit.

**CONSTRUCTION PERMIT / CP 19-19**: Schriner Investment / Shane Schriner. To construct multiple interior access roads within the proposed Keystone Wye Subdivision.

**EXISTING LEGAL**: All of Crown Point Lode MS 1258; All of Bay Horse Lode MS 1258; All of Buffalo Fraction Lode MS 1258; and All of Bellevue Lode MS 1258, all located in Section 32, T1S, R6E, BHM, Pennington County, South Dakota.

**PROPOSED LEGAL**: Lots 1-8 of Keystone Wye Subdivision, Section 32, T1S, R6E, BHM, Pennington County, South Dakota.

Sack stated Staff recommended the Interim Planning Director approve Construction Permit / CP 19-19 with the following eleven (11) conditions:
1. That the applicant continually maintains and adheres to the Storm Water Pollution Prevention Plan during the period of construction and that the requirements, guidelines, and criteria for storm water and erosion control in the Pennington County Storm Water Manual, or equivalent, shall be followed during construction;

2. That erosion control measures, such as seeding and mulching the disturbed area, shall be implemented immediately after the work is completed in the area, but in no case later than 14 days after the Construction Activity has stopped. All erosion control methods (mulch and seed) need to be certified noxious weed-free;

3. That erosion control measures are implemented immediately and maintained until the site has been revegetated in accordance with § 507(A)(5)(c);

4. That the disturbed areas be re-vegetated as required in § 507(A)(5)(c);

5. That the requirements, guidelines, and criteria for stormwater and erosion and sediment control in the Pennington County Stormwater Manual shall be followed;

6. That weed free seed or mulch be used when re-seeding and any equipment coming onto the site is clean of earthen material and noxious weeds;

7. That all natural drainage ways and paths be continually maintained;

8. That the owner or designee must inspect the site at least once every 7 calendar days or every 14 calendar days and within 24 hours of the end of a storm event that exceeds 0.25 inches or snowmelt that generates runoff. A properly maintained rain gauge must be kept on the site. Inspection reports must be submitted to the Planning Director every month during construction;

9. That a Building Permit be obtained for any structure exceeding 144 square feet or permanently anchored to the ground, which includes the necessary site plans to be reviewed and approved by the Planning Director;

10. That the applicant sign a Statement of Understanding within ten (10) days of Permit approval which is available in the Planning Office; and,

11. That this Construction Permit is reviewed in six (6) months, on a complaint basis, or as directed by the Planning Commission and/or Board of Commissioners to verify that all Conditions of Approval are being met.

9. **COUNTY BOARD REPORT**

The Board of Commissioners will hear the Planning Commission’s recommendations from the December 2, 2019, Planning Commission meeting at their Tuesday, December 17th Board of Commissioner’s meeting.
10. **ITEMS FROM THE PUBLIC**

   No motions or actions were taken at this time.

11. **ITEMS FROM THE STAFF**

   
   B. Comprehensive Plan “View to 2040.” Molitor provided the Planning Commission and public with an update and further noted that the Board of Commissioners will hear this item on Wednesday, December 18th.
   
   C. Ordinance Amendment / OA 19-02 “Mining Operation.” Molitor provided the Planning Commission and public with an update and further stated this Item will be heard at the Tuesday, December 17th Board of Commissioner’s meeting for the First Reading.

12. **ITEMS FROM THE MEMBERSHIP**

   Chairman Marsh thanked the Planning Department staff for the holiday luncheon.

13. **ADJOURNMENT**

   Moved by Lasseter and seconded by LaCroix to adjourn.

   All voting aye, the Motion carried 5 to 0.

   The meeting adjourned at 2:41 p.m.

   ____________________________
   Rich Marsh, Chairperson
PLANNING DEPARTMENT
MEMORANDUM

TO: PENNINGTON COUNTY BOARD OF COMMISSIONERS
FROM: PENNINGTON COUNTY PLANNING DEPARTMENT
ITEM: VARIANCE / VA 19-15: Jonathan Santos Silva. A Variance to Section 319-B-3 of the Pennington County Zoning Ordinance to allow a less than one (1) acre lot size for a Vacation Home Rental in a General Agriculture District in accordance with Sections 205, 319, and 509 of the Pennington County Zoning Ordinance.

Lot 8 and That 1/2 of Platted Private Drive Adj To Said Lot, Custer Trails Subdivision #1, Section 22, T1N, R5E, BHM, Pennington County, South Dakota.

(Continued from the December 17, 2019, Board of Commissioner’s meeting.)

If the Board of Adjustment chooses to approve Variance / VA 19-15, Staff recommends the following two (2) conditions be included:

1. That this Variance is to allow a less than one (1) acre lot size for a Vacation Home Rental; and,

2. That an approved Conditional Use Permit is obtained for the Vacation Home Rental on the subject property within sixty (60) days of approval of Variance / VA 19-15.
GENERAL INFORMATION:

REQUEST:  

VARIANCE / VA 19-15: A Variance to Section 319-B-3 of the Pennington County Zoning Ordinance to allow a less than one (1) acre lot size for a Vacation Home Rental in a General Agriculture District in accordance with Sections 205, 319, and 509 of the Pennington County Zoning Ordinance.

APPLICANT:  

Jonathan Santos Silva

APPLICANT ADDRESS:  

6651 Wellington Drive, Rapid City, SD 57702

LEGAL DESCRIPTION:  

Lot 8 and That 1/2 of Platted Private Drive Adj To Said Lot, Custer Trails Subdivision #1, Section 22, T1N, R5E, BHM, Pennington County, South Dakota.

SITE LOCATION:  

23211 Carbon Loop; at the intersection of Highway 385 and Carbon Loop.

SIZE:  

0.26 acre

TAX ID:  

63361

EXISTING LAND USE:  

Residential

ZONING REFERENCE:  

§§ 205, 319 and 509

CURRENT ZONING:  

General Agriculture District

SURROUNDING ZONING:  

North  Planned Unit Development District
South  General Agriculture District
East  Planned Unit Development District
West  Highway 385 / Suburban Residential District

PHYSICAL CHARACTERISTICS:  Sloping / Forested

UTILITIES:  

Private OSWTS / Community Well
I. PROPOSED RECOMMENDATION
   A. If the Board of Adjustment chooses to approve Variance / VA 19-15, Staff recommends two (2) conditions be included.

II. GENERAL DESCRIPTION
   A. The applicant, Jonathon Santos Silva, has requested a Variance to § 319(B)(3) of the Pennington County Zoning Ordinance (PCZO) to allow a Vacation Home Rental on a lot that is less than one (1) acre in size.

III. EXISTING CONDITIONS
   A. Zoned General Agriculture District, minimum forty (40) acre lot size.
      1. Legal non-conforming lot size.
   B. 0.26 acres.
   C. Lot contains:
      2. On-site wastewater treatment system – 1996COSD0059.
   D. Access off of Carbon Loop (located within the Summer Creek Road District).
   E. No Special Flood Hazard Area on the subject property.
   F. Variance / VA 15-09 – To reduce the front yard setback from 25 feet to 10 feet to allow an existing deck and to reduce the rear yard setback from 25 feet to 24 feet to bring an existing single-family-residence into compliance.

IV. REQUEST FOR COMMENT
   A. County Highway Department
      1. Highway Department has no comments.
   B. County Fire Administrator
      1. No comments received.
   C. County Environmental Planning Supervisor
      1. There is no Special Flood Hazard Area on the subject property.
   D. County Onsite Wastewater Specialist
      1. The applicant has an approved and inspected septic system (1996COSD0059). The system was sized to accommodate three (3) bedrooms. The applicant also has an approved Operating Permit (COOP19-0928) that just needs to be paid for. The residence is also on a community well.
   E. County Ordinance Enforcement
      1. There is an open Ordinance Violation on the subject property for a Vacation Home Rental under 1 acre without permits. This Variance and a CUP would clear up the violation.
   F. County Addressing Coordinator
      1. No addressing concerns at this time.
G. Emergency Services (9-1-1)
   1. No comments received.

V. ANALYSIS
   A. January 11, 2017 – § 319 of the PCZO, which regulates Vacation Home Rentals, was amended.
      1. § 319(B)(3) states, “As long as the subject property for the VHR is a minimum of 1-acre with a combination of acceptable Public and/or Private Systems, as determined by the South Dakota Department of Health and the Pennington County Planning Department; VHRs are permitted with approval of a Conditional Use Permit in:
         a. General Agriculture Zoning Districts;
         b. Limited Agriculture Zoning Districts;
         c. Low Density Residential Zoning Districts; and,
         d. Suburban Residential Zoning Districts.”
   B. July 22, 2019 – The applicants purchased the subject property.
   C. September 3, 2019 – Staff received a complaint regarding a Vacation Home Rental being operated on the subject property without an approved Conditional Use Permit.
      1. Ordinance Violation (COVO19-0127) was opened.
   D. Since the property is less that 1-acre (0.26 acre), the applicants cannot apply for a Conditional Use Permit unless they receive approval of a Variance to § 319(B)(3) to allow the Vacation Home Rental on a lot less than one (1) acre in size.
   E. November 15, 2019 – The applicants applied for Variance / VA 19-15 for a Variance to § 319(B)(3) of the Pennington County Zoning Ordinance to allow a less than one (1) acre lot size for a Vacation Home Rental in a General Agriculture District.
   F. Similar uses exist within 500 feet of this structure.
      1. Bed and Breakfast in a Planned Unit Development.
         a. Planned Unit Development / PU 16-03.
      2. Vacation Home Rentals permitted in a Planned Unit Development – lot sizes less than one (1) acre.
         a. Planned Unit Development / PU 16-03.
      3. Vacation Home Rental in General Agriculture – lot size less than one (1) acre.
         a. This Vacation Home Rental was permitted prior to the change in § 319 requiring a one (1) acre lot size – Conditional Use Permit / CU 14-28.
VI. CRITERIA FOR VARIANCE REQUEST
The Zoning Ordinance requires the Board of Adjustment to determine that four (4) specific criteria are met.

A. That specific circumstances or conditions, such as exceptional narrowness, topography, or siting exist.
   1. Staff has verified, through a site visit, that there are no particular physical conditions that warrant approval of the Variance request.

B. That the Variance does not grant a use, which is otherwise excluded from that particular district.
   1. This Variance will not grant a use, which is otherwise excluded from property zoned as General Agriculture District.
   2. If the Variance is approved, a Vacation Home Rental is listed as a conditional use within a General Agriculture District.

C. That due to the specific circumstance or existing conditions, strict application of the Zoning Ordinance would be an unwarranted hardship.
   1. Strict application of the Zoning Ordinance would not allow a Vacation Home Rental on a lot less than one (1) acre in size. Thus, the applicants would be required to cease operation of the Vacation Home Rental.

D. That the granting of a Variance is not contrary to the public interest and is in harmony with the general purposes and intent of the Zoning Ordinance.
   1. Granting this Variance would allow for a Vacation Home Rental on a lot that is less than one (1) acre, which is not in harmony with the general purpose and intent of the Zoning Ordinance.

RECOMMENDATION: If the Board of Adjustment chooses to approve Variance / VA 19-15, Staff recommends the following two (2) conditions be included:

1. That this Variance is to allow a less than one (1) acre lot size for a Vacation Home Rental; and,

2. That an approved Conditional Use Permit is obtained for the Vacation Home Rental on the subject property within sixty (60) days of approval of Variance / VA 19-15.
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PLANNING DEPARTMENT
MEMORANDUM

TO: PENNINGTON COUNTY BOARD OF COMMISSIONERS
FROM: PENNINGTON COUNTY PLANNING DEPARTMENT

ITEM: VARIANCE / VA 19-16: Harold Bies. To reduce the minimum required lot size from 10 acres to 9.675 acres; 9.671 acres; 9.666 acres; and 9.662 acres in a Limited Agriculture District in accordance with Sections 206 and 509 of the Pennington County Zoning Ordinance

SW1/4NW1/4, Section 13, T1N, R8E, BHM, Pennington County, South Dakota.

If the Board of Adjustment chooses to approve Variance / VA 19-16, Staff does not recommend any conditions be included, as any concerns or requirements would be addressed through the platting process with the City of Rapid City.
STAFF REPORT

GENERAL INFORMATION:

REQUEST:  
VARIANCE / VA 19-16: To reduce the minimum required lot size from 10 acres to 9.675 acres; 9.671 acres; 9.666 acres; and 9.662 acres in a Limited Agriculture District in accordance with Sections 206 and 509 of the Pennington County Zoning Ordinance.

APPLICANT:  
Harold Bies

APPLICANT ADDRESS:  
23138 Radar Hill Road, Rapid City, SD 57703

LEGAL DESCRIPTION:  
SW1/4NW1/4, Section 13, T11N, R8E, BHM, Pennington County, South Dakota.

SITE LOCATION:  
South of the intersection of Long View Road and Anderson Road, along Anderson Road.

SIZE:  
40.00 acres

TAX ID:  
11533

EXISTING LAND USE:  
Vacant

ZONING REFERENCE:  
§§ 206 and 509

CURRENT ZONING:  
Limited Agriculture District

SURROUNDING ZONING:

North  
General Agriculture District

South  
General Agriculture District

East  
General Agriculture District

West  
Suburban Residential District

Planned Unit Development District

Limited Agriculture District

PHYSICAL CHARACTERISTICS:  Flat / Pasture Land

UTILITIES:  
None

REPORT BY:  
Jason Theunissen
I. PROPOSED RECOMMENDATION
   A. If the Board of Adjustment chooses to approve Variance / VA 19-16, Staff
does not recommend conditions be included, as any concerns or
requirements will be addressed through the platting process.

II. GENERAL DESCRIPTION
   A. The applicant, Harold Bies, has submitted VA 19-16, to allow lot sizes less
than 10 acres in a Limited Agriculture District.
   B. The purpose of VA 19-16 is to allow the applicant to subdivide the subject
property into four (4) separate lots.

III. EXISTING CONDITIONS
   A. Zoned: Limited Agriculture District.
   B. Vacant of any structures.
   C. No Special Flood Hazard Area.
   D. Parent Parcel lot size: 40 acres.
   E. Proposed Lots 1 thru 4 of Sunset Meadows Subdivision:
IV. REQUEST FOR COMMENT
   A. County Highway Department
      1. Highway Department has no comments on the zoning variance.
   B. County Addressing Coordinator
      1. No addressing concerns at this time. Future addresses will be
         assigned during the Building Permit application process. Once
         assigned, addresses must be posted in accordance with Pennington
         County Ordinance #20.
   C. 9-1-1 Emergency Response
      1. Good here.
   D. County Ordinance Enforcement
      1. No violations.
   E. County Environmental Planner
      1. According to the USDA Web Soil Survey, the soils on the property
         are mostly classified as “Somewhat Limited” due to slow water
         movement. If the applicant installs any new septic on any future
         proposed lots, all rules of Pennington County Zoning Ordinance
         Section 204-J must be followed.

V. CRITERIA FOR VARIANCE REQUEST
The Zoning Ordinance requires the Board of Adjustment to determine that four (4)
specific criteria are met.

   A. That specific circumstances or conditions, such as exceptional
      narrowness, topography, or siting exist.
      1. The subject property is flat grassland, without any exceptional
         narrowness, topography, or siting.
      2. The buildable space on the parent parcel does not appear to be
         limited.

   B. That the Variance does not grant a use, which is otherwise excluded
      from that particular district.
      1. This Variance to Lot Size would not grant a use, which is otherwise
         excluded from property zoned as Limited Agriculture District.

   C. That due to the specific circumstance or existing conditions, strict
      application of the Zoning Ordinance would be an unwarranted
      hardship.
      1. Strict application of the Zoning Ordinance would require the
         existing property to meet the minimum lot size requirement of ten
         (10) acres in a Limited Agriculture Zoning District or be rezoned to
         an appropriate zoning district.
D. That the granting of a Variance is not contrary to the public interest and is in harmony with the general purposes and intent of the Zoning Ordinance.
   1. Granting this Lot Size Variance does not appear to be contrary to the public interest, as Staff has not received any calls or letters of complaint or concern.
   2. If approved, VA 19-16 would allow for four (4) new properties in a Limited Agriculture District, each approximately 9.7 acres, which is not in harmony with the general purpose and intent of the Zoning Ordinance.

VI. ANALYSIS
A. October 2019 – The applicant intended to subdivide the subject property into four (4) separate 10-acre lots.
C. Subject property is with the 3-mile platting jurisdiction of the City of Rapid City.
D. December 5, 2019 – The City of Rapid City recommended approval of Preliminary Subdivision Plan 19PL097 in order to subdivide the subject property into four (4) separate 10-acre lots, with the following Stipulations:
   1. Upon submittal of a Development Engineering Plan application, construction plans for Anderson Road shall be submitted for review and approval showing the dedication of 50 feet of right-of-way, half of the 100 feet of right-of-way required for a Minor Arterial Street, and constructed pursuant to figure 2-1 of the infrastructure Criteria Design Manual or shall meet criteria for obtaining an Exception or Variance (sidewalk). If an Exception is obtained, a copy of the approved document must be submitted with the Development Engineering Plan application;
   2. Upon submittal of a Development Engineering Plan application, soils data shall be provided demonstrating that the soils are suitable for on-site wastewater treatment systems;
   3. Upon submittal of a Development Engineering Plan application, a cost estimate of the required subdivision improvement shall be submitted for review and approval if subdivision improvements are required;
   4. Prior to approval of the Development Engineering Plan application, a Development Agreement shall be entered into with the City of all public improvements if subdivision improvements are required;
5. Prior to submittal of a Final Plat application, a Variance from Pennington County Planning Commission shall be approved to allow reduced lot sizes in the Limited Agriculture District for the proposed development. A copy of the minutes of the approval shall be submitted with the Final Plat application;

6. Upon submittal of a Final Plat application, an agreement securing ownership and maintenance of proposed drainage elements shall be submitted for recording;

7. Upon submittal of a Final Plat application, surety for any required subdivision improvements that have not been completed shall be posted and the subdivision inspection fees shall be paid; and,

8. Prior to the City’s acceptance of the public involvement, a warranty surety shall be submitted for review and approval as required. In addition, any utilities and drainage proposed outside of the dedicated right-of-way shall be secured within easement(s).

E. The landowner has indicated the City’s requirement for additional dedicated ROW decreases each of the originally planned 10-acre lots to approximately 9.7 acres, creating the physical hardship which warrants this Variance request.

   a. The City of Rapid City considers Anderson Road a proposed Minor Arterial Street on their Major Street Plan and requires it to be a minimum of 100-foot right-of-way (ROW).

   b. Anderson Road is currently located in a 66-foot section line highway. Therefore, an additional 34 feet of ROW is required to be dedicated to Anderson Road.

   c. The applicant is responsible for 17 feet of the 34 feet, as the subject property lies on one side of Anderson Road.

F. Granting this Variance will satisfy Stipulation #5 of Preliminary Subdivision Plan 19PL097 and allow platting to proceed through the City of Rapid City.

RECOMMENDATION: If the Board of Adjustment chooses to approve Variance / VA 19-16, Staff does not recommend any conditions be included, as any concerns or requirements would be addressed through the platting process with the City of Rapid City.
PLANNING DEPARTMENT
MEMORANDUM

TO: PENNINGTON COUNTY BOARD OF COMMISSIONERS
FROM: PENNINGTON COUNTY PLANNING DEPARTMENT
ITEM: ROAD NAME CHANGE: Pennington County. To rename a 50-foot-wide platted right-of-way that provides access to property located in Section 10, T1N, R8E, BHM, Pennington County, South Dakota, from Gypsy Road to Heather Lane.

PLANNING COMMISSION RECOMMENDATION:
Planning Commission recommended approval of the road name change from Gypsy Road to Heather Lane.
MEMO

TO: Planning Commission

FROM: Jason Theunissen, Planner II

DATE: December 16, 2019

RE: Proposed Road Name Change – Gypsy Road to Heather Lane

I. GENERAL DESCRIPTION
   A. The Pennington County Planning Department received a Road Naming Application to rename a 50-foot-wide platted right-of-way from Gypsy Road to Heather Lane. The applicant, Pennington County Highway Department, feels Heather Lane is a more appropriate name for this right-of-way, as it is currently intersected in two locations by existing portions of Heather Lane.

II. REQUEST FOR COMMENT
   A. County Fire Administrator, County Sheriff’s Office, County GIS Office
      1. No comment received.
   B. County Addressing Coordinator
      1. No existing addresses will be affected by this name change.
   C. Emergency Services (9-1-1)
      1. No, I don’t need anything on the Heather Lane action. Sorry to hold it up a bit.

III. ANALYSIS
   A. One property takes access from this right-of-way but is not addressed off of it.
      1. No addresses will need to be changed as part of this request.
   B. This request will join two segmented portions of Heather Lane and should alleviate confusion in an emergency response event.

RECOMMENDATION: Staff recommends approval of the road name change from Gypsy Road to Heather Lane.
ROAD NAME CHANGE PETITION: Gypse Road to Heather Lane

RE: Proposed road name change for a 50-foot-wide platted right-of-way that provides access to property located in Trailwood Village Subdivision, Section 10, T1N, R8E, BHM, Pennington County, South Dakota. Said right-of-way begins approximately 1/4 mile north of Long View Road, on the northeast side of Heather Lane, in the area known as Rapid Valley, and traverses southeast for approximately 168 feet.

HONORABLE COMMISSIONERS OF PENNINGTON COUNTY:

Whereas, the above-described road provides access to approximately one (1) privately-owned property, more fully described as: Lot 4, Block 5 of Trailwood Village Subdivision, Section 10, T1N, R8E, BHM, Pennington County, South Dakota;

Whereas, the portion of this right-of-way beginning at Heather Lane continuing approximately 168 feet southeast to a dead end has previously been assigned the name Gypse Road;

Whereas, renaming of this portion of right-of-way will assist Emergency Services in locating surrounding properties in the event of an emergency;

Whereas, the proposed road name is currently in use by contiguous roads and the Emergency Services Communication Center has verified the name Heather Lane is acceptable and more appropriate to use;

Whereas, the applicant, Pennington County Highway Department, will be responsible for posting a road name sign, in accordance with the standards set forth by the Pennington County Highway Department; and,

Now, therefore, the Pennington County Planning Department hereby requests that the road name change for the above-described platted right-of-way be renamed from Gypse Road to Heather Lane, as indicated on the attached map.

Dated this 17th day of December, 2019.

Jason Theunissen, Planner II
Pennington County Planning Department
PLANNING DEPARTMENT
MEMORANDUM

TO: PENNINGTON COUNTY BOARD OF COMMISSIONERS
FROM: PENNINGTON COUNTY PLANNING DEPARTMENT

ITEM: MINOR PLAT / MPL 19-43: Battle Creek Fire District. To subdivide and create Lots J and K of Rushmore Ranch Estates in accordance with Section 400.1 of the Pennington County Subdivision Regulations.

EXISTING LEGAL: Tract Well, Rushmore Ranch Estates Subdivision, Section 17, T2S, R7E, BHM, Pennington County, South Dakota.

PROPOSED LEGAL: Lots J and K of Rushmore Ranch Estates Subdivision, Section 17, T2S, R7E, BHM, Pennington County, South Dakota.

PLANNING COMMISSION RECOMMENDATION:
Planning Commission recommended approval of Minor Plat / MPL 19-43 with the following four (4) conditions:

1. That upon filing the Plat with the Register of Deeds, the plat meets all requirements of Pennington County Subdivision Regulations, or approved Subdivision Regulations Variance(s) be obtained waiving any of these requirements that are not met;

2. That the applicant ensures all natural drainage ways are maintained and are not blocked;

3. That all future addresses must be posted in accordance with Pennington County Ordinance #20; and,

4. That following platting of the proposed lots, any on-site wastewater treatment system(s) be subject to the requirements of § 204(J) of the Pennington County Zoning Ordinance, including the requirement to obtain an Operating Permit.
STAFF REPORT

GENERAL INFORMATION:

REQUEST:  **MINOR PLAT / MPL 19-43:** To subdivide and create Lots J and K of Rushmore Ranch Estates in accordance with Section 400.1 of the Pennington County Subdivision Regulations.

APPLICANT: Battle Creek Fire District
Hayward Fire & Emergency Services

APPLICANT ADDRESS: 13730 Highway 40, Keystone, SD  57751

SURVEYOR: Longbranch Civil Engineering

SURVEYOR ADDRESS: 831 Columbus St., Ste. 1, Rapid City, SD  57702

LEGAL DESCRIPTION:
EXISTING LEGAL: Tract Well, Rushmore Ranch Estates Subdivision, Section 17, T2S, R7E, BHM, Pennington County, South Dakota.

PROPOSED LEGAL: Lots J and K of Rushmore Ranch Estates Subdivision, Section 17, T2S, R7E, BHM, Pennington County, South Dakota.

SITE LOCATION: 13730 Highway 40.

SIZE: 7.18 acres

TAX ID: 48835

EXISTING LAND USE: Fire Station / Well Lot

SUBDIVISION REGULATIONS REFERENCE: §§ 300.2 and 400.3

CURRENT ZONING: Planned Unit Development District

SURROUNDING ZONING:

<table>
<thead>
<tr>
<th>North</th>
<th>Planned Unit Development District</th>
</tr>
</thead>
<tbody>
<tr>
<td>South</td>
<td>General Agriculture District</td>
</tr>
<tr>
<td>East</td>
<td>Planned Unit Development District</td>
</tr>
<tr>
<td>West</td>
<td>Low Density Residential District</td>
</tr>
</tbody>
</table>

PHYSICAL CHARACTERISTICS: Flat / Ravine / Trees
I. PROPOSED RECOMMENDATION  
   A. Staff will be recommending approval of Minor Plat / MPL 19-43 with conditions.

II. GENERAL DESCRIPTION  
   A. The applicant, Battle Creek Fire District, has applied for a Minor Plat / MPL 19-43 to subdivide one (1) existing lot and create 2 (two) lots.

III. EXISTING CONDITIONS  
   A. Zoned Planned Unit Development District / PUD 02-05.
   B. Lot size: 7.18 acres.
   C. Hayward Volunteer Fire Department.  
      1. Building Permit.  
         a. 2007COBP0686.
   D. On-site Wastewater Treatment System.  
         a. 2007COSD0145.
      2. Operating Permit.  
         a. COOP14-0175.
   E. Rushmore Ranch Estates Well.  
      1. EPA ID: 2212.
   F. No Special Flood Hazard Area.
   G. Takes access from Highway 40.

Existing Lot
IV. PROPOSED LOT J & LOT K
A. Zoned Planned Unit Development District / PUD 02-05.
B. No Special Flood Hazard Area.
C. Proposed Lot J:
   1. 6.479 acres.
   2. Hayward Volunteer Fire Department.
      a. Building Permit.
         i. 2007COBP0686.
   3. Onsite Wastewater Treatment System.
      a. Construction Permit.
         i. 2007COSD0145.
      b. Operating Permit.
         i. COOP14-0175.
   4. Takes access from Highway 40.
D. Proposed Lot K:
   1. 0.701 acres.
   2. Rushmore Ranch Estates Well.
      a. EPA ID: 2212.
   3. Takes access from Rushmore Ranch Road.

V. REQUEST FOR COMMENT
A. County Highway Department
   1. Highway Department has no comments since this abuts a State Highway.
B. County Fire Administrator
   1. No comments received.
C. County Professional Environmental Planner
   1. No Special Flood Hazard Area on the subject property.
D. County On-site Wastewater Specialist
   1. The applicant currently has an approved septic permit (2007COSD-0145) and a current Operating Permit (COOP14-0175). According to the USDA Web Soil Survey the soils are classified as “Very Limited”. If the applicant ever decides to install a new septic on the property all rules of Pennington County Zoning Ordinance Section 204-J must be followed.
E. County Ordinance Enforcement
   1. No known violations on this property.
F. County Natural Resources Director  
   1. No objections.

G. County Addressing Coordinator  
   1. No addressing concerns at this time. Future addresses will be assigned during the Building Permit application process. Once assigned, addresses must be posted in accordance with Pennington County Ordinance #20.

H. Register of Deeds  
   1. Plat heading is acceptable.  
   2. Certificates appear to be the required certificates per state statute.

I. SD Department of Transportation  
   1. Although not being requested, SDDOT will not allow additional access to SD40 as a result of this platting. The small parcel (being platted off) will need to [use] Rushmore Ranch Road for access.

J. Department of Equalization  
   1. Looks good.

K. Emergency Services (9-1-1)  
   1. Good here.

L. Black Hills Electric Cooperative  
   1. Black Hills Electric Cooperative has no concerns with this plat.

VI. ANALYSIS  
A. July 23, 2002 – the County Board of Adjustment approved Planned Unit Development / PUD 02-05.  
   1. Condition #1 states, “That lot described as Well Tract in Phase I be allowed to be subdivided into two lots and that the use of one lot shall be as a Well Tract and the use of the other lot to be as a Fire Station.”

B. November 5, 2019 – the Board of Commissioners approved Layout Plan / LPL 19-37 with the following conditions:  
   1. That at the time of Minor Plat submittal, the lot names be corrected, per Register of Deeds comments;  
   2. That at the time of Minor Plat submittal, the plat meets all requirements of Pennington County Subdivision Regulations, or approved Subdivision Regulations Variance(s) be obtained waiving any of these requirements that are not met. Subdivision Regulations Variances shall be submitted per § 700 of Pennington County Subdivision Regulations;  
   3. That the applicant ensures all natural drainage ways are maintained and are not blocked;  
   4. That following platting of the proposed lots, any on-site wastewater treatment system(s) be subject to the requirements of § 204(J) of the Pennington County Zoning Ordinance, including the requirement to obtain an Operating Permit; and,
5. That approval of this Layout Plat does not constitute approval of any further applications to be submitted for the above-described property.

C. November 12, 2019 – the applicant applied for Minor Plat / MPL 19-43 to subdivide the subject property into two separate lots.

D. Staff reviewed this request and determined that the Conditions of Approval of Layout Plan / LPL 19-37 have been met.

E. For the purposes of a Minor Plat, Staff finds no significant issues with the applicant’s request as it appears to be in harmony with Planned Unit Development / PUD 02-05, Condition #1.

RECOMMENDATION: Staff recommends approval of Minor Plat / MPL 19-43 with the following conditions:

1. That upon filing the Plat with the Register of Deeds, the plat meets all requirements of Pennington County Subdivision Regulations, or approved Subdivision Regulations Variance(s) be obtained waiving any of these requirements that are not met;

2. That the applicant ensures all natural drainage ways are maintained and are not blocked;

3. That all future addresses must be posted in accordance with Pennington County Ordinance #20; and,

4. That following platting of the proposed lots, any on-site wastewater treatment system(s) be subject to the requirements of § 204(J) of the Pennington County Zoning Ordinance, including the requirement to obtain an Operating Permit.
PLANNING DEPARTMENT
MEMORANDUM

TO: PENNINGTON COUNTY BOARD OF COMMISSIONERS
FROM: PENNINGTON COUNTY PLANNING DEPARTMENT
ITEM: PLANNED UNIT DEVELOPMENT REVIEW / PU 06-07: Rapid City MHP, LLC. (Cimarron Mobile Home Park). To review a Planned Unit Development to allow a mobile home park in accordance with Section 213 of the Pennington County Zoning Ordinance.

Tract C of Lot B of NE1/4 NW1/4 less Pengra Subdivision, Section 17, T2N, R7E, BHM, Pennington County, South Dakota.

(Continued from the December 17, 2019, Board of Commissioner’s meeting.)

PLANNING COMMISSION RECOMMENDATION:
Planning Commission recommended to continue the review of Planned Unit Development / PU 06-07 to no later than the January 21, 2020, Board of Commissioner’s meeting with the following one (1) condition:

1. That any continuation hereafter because of the applicant’s failure to meet the Conditions of Approval shall be required to pay $100.00 per continuation in accordance with § 511(X) of the Pennington Counting Zoning Ordinance.
STAFF REPORT

GENERAL INFORMATION:

REQUEST: PLANNED UNIT DEVELOPMENT REVIEW / PU 06-07: To review a Planned Unit Development to allow a mobile home park in accordance with Section 213 of the Pennington County Zoning Ordinance.

OWNER: Rapid City MHP, LLC

OWNER ADDRESS: P.O. Box 457, Cedaredge, CO 81413

LEGAL DESCRIPTION: Tract C of Lot B of NE1/4 NW1/4 less Pengra Subdivision, Section 17, T2N, R7E, BHM, Pennington County, South Dakota.

SITE LOCATION: 4835 Sturgis Road; South of Merritt Road and West of Sturgis Road.

SIZE: 21.49 acres

EXISTING LAND USE: Mobile Home Park

ZONING REFERENCE: Section 213

CURRENT ZONING: Planned Unit Development

TAX ID: 14691

SURROUNDING ZONING:
  North Suburban Residential, General Agriculture, Highway Service & General Commercial Districts
  South Suburban Residential, General Commercial & General Agriculture Districts
  East Highway Service, Limited Agriculture & General Commercial Districts
  West General Agriculture and Suburban Residential Districts

PHYSICAL CHARACTERISTICS: Flat / Partially Forested

UTILITIES: Private
I. PROPOSED RECOMMENDATION
   Staff will be recommending to continue the hearing on the review of Planned Unit Development / PU 06-07 to no later than the January 13, 2020, Planning Commission meeting with conditions.

II. GENERAL DESCRIPTION
   A. July 24, 2006, the Planning Commission approved Conditional Use Permit / PU 06-07 with the following twenty (20) conditions:
      1. That the PUD has a maximum of 51 mobile home spaces, one duplex, two stick-built structures and a total of 75 storage units;
      2. That each mobile home space be allowed one mobile home, manufactured home or modular home (single-wide or double-wide);
      3. That the mobile homes shall have a minimum 20-foot separation between units;
      4. That decks and/or porches be allowed as accessory structures to each mobile home;
      5. That the mobile homes shall have a minimum front yard setback of ten (10) feet from all access roads within the mobile home park and a setback of twenty-five (25) feet from exterior property lines;
      6. That the mobile homes maintain a minimum ten (10) foot rear yard and side yard setback from interior lot lines;
      7. That each mobile home space have a minimum of two (2) off-street parking spaces, and that each parking space shall not be less than nine (9) feet by eighteen feet, surfaced with gravel, concrete or asphalt and maintained in such a manner that no dust will result from continuous use;
      8. That 13 visitor parking spaces are provided. Each space must measure a minimum of 9 feet x 18 feet, be surfaced in gravel, concrete or asphalt and maintained in a dust free manner;
      9. That a building permit shall be obtained for the removal or placement of mobile homes or manufactured homes on the property;
     10. That a building permit be obtained for structures exceeding 144 square feet or located on a permanent foundation which will require a site plan to be reviewed and approved by the Planning Director;
     11. That the mobile home park be provided with an on-site management office;
     12. That all the interior streets shall be a minimum of 25 feet in width and surfaced with gravel, concrete or asphalt and maintained in a dust free manner as required by Section 305;
Agenda Item #4
Rapid City MHPLLC
December 16, 2019

13. That prior to the placement of mobile homes or any other structures within the 100-year floodplain, a Flood Plain Development Permit shall be submitted for review and approval;

14. That prior to any repair or replacement of the wastewater disposal system, the S.D. Department of Environment and Natural Resources and the Pennington County Environmental Technician shall review and approve the work and a Flood Plain Development Permit shall be obtained for any work within the one hundred year flood plain;

15. That the storage units be used exclusively for storage and not retail business activities;

16. That each unit has an individual address that must be posted in accordance with Pennington County Ordinance Amendment #20;

17. That the Planning Director may allow additional development or construction which is consistent with the existing development on this property; significant changes in the use or impacts on adjacent land uses as determined by the Planning Director shall require an amendment to this Planned Unit Development;

18. That this PUD be reviewed in one (1) year or upon a complaint basis.

19. That a map be submitted to Rapid City’s GIS Department showing the addresses for each lot within the mobile home park; and

20. That the first one hundred feet off of Sturgis Road be hard surfaced.

B. PU 06-07 has been reviewed and approved by the County Board of Commissioners on November 6, 2007; July 21, 2009; July 25, 2011; March 23, 2015, and September 21, 2017, with the same twenty (20) Conditions of Approval from the aforementioned Planning Commission meetings.

I. ANALYSIS

A. September 5, 2019, Staff performed a site visit and found large amounts of water on the interior streets, it appeared that a water line was broken. There was no odor or evidence of sewage.

B. September 12, 2019, Staff performed a site visit to the subject property and conducted a thorough investigation of the structures located on each lot. The manager of Cimarron Mobile Home Park (CMHP) was not on site at the time of the visit. Also, there did not appear to be any water flowing on any of the interior streets, as Staff observed on September 5, 2019.

C. October 29, 2019, Staff performed a site visit to CMHP to verify measurements on some structures. Staff was unable to locate the park manager so a letter was left inside at the vacant Manager’s Office, and a copy of the letter was also mailed to the owners on file for CMHP (letter is attached with this report).
D. October 31, 2019, Staff spoke on the phone with the interim manager, Laurie Humphrey’s, and was informed of the action that needs taken to bring certain lots into compliance.

E. Conditions of Approval not being met are #9, #10, #11, #13, and #16 (see section II(A) of this report).

F. October 31, 2019, Staff emailed Laurie Humphrey maps of the subject property, Building Permit Applications, Floodplain Applications, and asked her to meet with Staff on the subject property.
   1. Staff has not heard back from Laurie Humphrey, nor the property owners at this time.

G. November 15, 2019, Staff mailed a second notice letter to the property manager, as well as the property owners (letter is attached with this Staff report).

H. November 21, 2019, Staff received a phone call from Ms. Humphrey indicating that she was going to give the tenants of the mobile home park letters indicating that they need to get unpermitted structures permitted, if applicable.

I. November 26, 2019, Staff opened up an Ordinance violation for the subject property / COVO19-0169.

J. As of December 11, 2019, Staff has not received any applications for building permits from anyone residing at Cimarron Mobile Home Park.

K. September 23, 2019, the Planning Commission approved the continuation of Planned Unit Development / PU 06-07 to no later than the November 12, 2019, Planning Commission meeting to allow Staff time to research mobile home lots, duplexes, stick-built homes, and storage sheds to research if there are Building Permits for all pertinent structures.

L. December 2, 2019, the Planning Commission approved the continuation of Planned Unit Development / PU 06-07 to no later than the December 16, 2019, Planning Commission meeting to allow Staff time to send out a third and final notice to both the manager and the owners of the MHP, stating that they have thirty (30) days to act before PU 06-07 is turned over to the State Attorney’s Office.

M. The December 16, 2019 hearing in front of the Planning Commission will be the third continuation of PU 06-07 leaving an outstanding balance of $300.00 in accordance with Section 511(X) of the Pennington County Zoning Ordinance.

RECOMMENDATION: Staff recommends to continue the review of Planned Unit Development / PU 06-07 to no later than the January 13, 2020, Planning Commission meeting with one (1) condition:

1. That any continuation hereafter because of the applicant’s failure to meet the Conditions of Approval shall be required to pay $100.00 per continuation in accordance with § 511(X) of the Pennington County Zoning Ordinance.
October 29, 2019

Cimarron Mobile Home Park
4835 Sturgis Road
Rapid City, SD 57702

RE: Permits Required for Structures

Dear Mobile Home Park Manager,

This is a letter to inform the manager of Cimarron Mobile Home Park that there are several mobile home units that currently have unpermitted structures on them (decks, porches, and sheds). There is a review for Planned Unit Development / PU 06-07 set for November 12, 2019, to be heard at the Planning Commission meeting at 9:00 am. I would like to work with you to bring the park into compliance per Pennington County Zoning Ordinance.

With this letter I have attached the Conditions of Approval that were approved during the last hearing for this Planned Unit Development on September 21, 2017. Condition number 5 states: “That decks and/or porches be allowed as accessory structures to each mobile home with the approval of a Building Permit.” Condition number 11 states: “That an approved Building Permit be obtained for any structure(s) exceeding 144 square feet or permanently anchored to the ground, which requires a site plan to be reviewed and approved by the Planning Director.”

Please contact me so that we can work together to bring this Mobile Home Park into compliance.

Sincerely,

Kristina Proietti
Planner I

CC: Rapid City MHP LLC
November 15, 2019

Rapid City MHP LLC
P.O. Box 457
Cedaredge, CO 81413

RE: Permits Required for Structures Second Notice

Dear Mobile Home Park Manager,

This letter is to inform the manager of Cimarron Mobile Home Park (CMHP) that there are several mobile home units that currently have unpermitted structures (decks, porches, and sheds). A previous letter was sent on October 29, 2019.

Planned Unit Development / PU 06-07 was heard on November 12, 2019, at the Planning Commission meeting and was continued to no later than December 2, 2019, with one condition. Staff spoke on the phone and had email interactions with the manager, Laurie Humphrey, for CMHP on October 31, 2019, however, to date Staff has not heard back from Ms. Humphrey. I would like to work with you to bring the park into compliance, per the Pennington County Zoning Ordinance.

With this letter, I have attached the Draft Minutes from the Planning Commission hearing on November 12, 2019, as well as the email that was sent to the manager of CMHP.

Please contact me at 605-394-2186 ext. 1409, so that we can work together to bring this mobile home park into compliance.

Sincerely,

Kristina Proietti
Planner I

cc: Rapid City MHP, LLC
December 9, 2019

Rapid City MHP LLC
4835 Sturgis Road
Rapid City, SD 57702

RE: Permits Required for Structures Third Notice

Dear Mobile Home Park Manager,

This letter is to inform the manager of Cimarron Mobile Home Park (CMHP) that there are several mobile home units that currently have unpermitted structures (decks, porches, and sheds). Previous letters were sent on October 29, 2019 and November 15, 2019. Also, it would appear that Condition of Approval #11 is also not currently being met as there is no on-site manager available to the tenants, “That the mobile home park be provided with an on-site management office”.

Planned Unit Development / PU 06-07 was heard again on December 2, 2019, at the Planning Commission meeting and was continued to no later than December 16, 2019, with one condition (see December 2, 2019 agenda). Staff spoke via telephone with Laurie Humphrey on November 25, 2019. During that conversation Staff was informed that a letter was sent out to tenants informing them that Building Permits are required for unpermitted structures. As of December 9, 2019, no Building Permit Applications have been submitted to the Planning Department for any structures on the subject property.

I have attached the draft minutes from the Planning Commission hearing on December 2, 2019 as well as the original Conditions of Approval for this Mobile Home Park and Section 305 of the Pennington County Zoning Ordinance – Mobile Home Parks.

Please contact me at 605-394-2186 ext. 1409, so that we can work together to bring this mobile home park into compliance. If action is not taken within the next 30 days this will be turned over to the State Attorney’s Office.

Sincerely,

Kristina Proietti
Planner I

cc: Rapid City MHP, LLC
PLANNING DEPARTMENT
MEMORANDUM

TO: PENNINGTON COUNTY BOARD OF COMMISSIONERS
FROM: PENNINGTON COUNTY PLANNING DEPARTMENT
ITEM: SECOND READING OF REZONE / RZ 19-16 AND COMPREHENSIVE PLAN AMENDMENT / CA 19-16: Richard Aldren. To rezone 107.24 acres from General Agriculture District to Limited Agriculture District and to amend the Pennington County Comprehensive Plan to change the Future Land Use from General Agriculture District to Limited Agriculture District in accordance with Sections 205, 206, and 508 of the Pennington County Zoning Ordinance.

NE1/4NW1/4 less West 520 feet of East 800 feet less ROW; the NE1/4NW1/4 less East 800 feet less ROW; the W1/2NW1/4NW1/4 less ROW; the E1/2NW1/4NW1/4 less ROW; and the NE1/4NE1/4 less ROW, all located in Section 34, T2N, R11E, BHM, Pennington County, South Dakota.

Planning Commission recommended approval of Rezone / RZ 19-16 and Comprehensive Plan Amendment / CA 19-16.

(The Board of Commissioners approved the First Reading of this Rezone and Comprehensive Plan Amendment on December 17, 2019.)
STAFF REPORT

GENERAL INFORMATION:

REQUEST: REZONE / RZ 19-16 AND COMPREHENSIVE PLAN AMENDMENT / CA 19-16: To rezone 107.24 acres from General Agriculture District to Limited Agriculture District and to amend the Pennington County Comprehensive Plan to change the Future Land Use from General Agriculture District to Limited Agriculture District in accordance with Sections 205, 206, and 508 of the Pennington County Zoning Ordinance.

APPLICANT: Richard Aldren

APPLICANT ADDRESS: 16385 Highway 1416, New Underwood, SD 57764

LEGAL DESCRIPTION: NE1/4NW1/4 less West 520 feet of East 800 feet less ROW; the NE1/4NW1/4 less East 800 feet less ROW; the W1/2NW1/4NW1/4 less ROW; the E1/2NW1/4NW1/4 less ROW; and the NE1/4NE1/4 less ROW, all located in Section 34, T2N, R11E, BHM, Pennington County, South Dakota.

SITE LOCATION: Near the intersection of 164th Avenue and Highway 1416.

SIZE: 107.24 acres (148.13 total property acreage)

TAX ID: 69268 / 70043

EXISTING LAND USE: Vacant

ZONING REFERENCE: §§ 205, 206, and 508

CURRENT ZONING: General Agriculture District

SURROUNDING ZONING:
- North: General Agriculture District
- South: General Agriculture District
- East: General Agriculture District
- West: General Agriculture District
Agenda Item #8
Richard Aldren
December 2, 2019

PHYSICAL CHARACTERISTICS: Flat / Open Prairie

UTILITIES: Private / None

REPORT BY: Kristina Projetti

I. PROPOSED RECOMMENDATION
   A. Staff will be recommending approval of Rezone / RZ 19-16 and Comprehensive Plan Amendment / CA 19-16.

II. GENERAL DESCRIPTION
   A. The applicant, Richard Aldren, has applied for a request to rezone approximately 107.24 acres from General Agriculture District to Limited Agriculture District.
   B. The applicant is also requesting to amend the Pennington County Comprehensive Plan to change the Future Land Use from General Agriculture District to Limited Agriculture District.
   C. The subject property is located within the City of New Underwood’s three-mile platting jurisdiction, and the Preliminary Plat was heard and approved by City Council on November 5, 2019, by the City of New Underwood.

III. EXISTING CONDITIONS
   A. Zoned General Agriculture District.
   B. Lot conditions for Tax ID# 69268:
      1. 73.43 acres.
      2. Currently vacant.
   C. Lot conditions for Tax ID# 70043:
      1. 74.7 acres.
      2. Single-family residence with an attached garage, County Building Permit / COBP19-0324.
      3. Onsite Wastewater Treatment System Construction Permit / COSD19-0036.
   D. There is Special Flood Hazard Area on the subject property (see Image 1).
   E. Access is taken off of 164th Avenue.
IV. SURROUNDING CURRENT ZONING WITHIN 1 MILE OF THE SUBJECT PROPERTY
   A. General Agriculture District, see Image 2.

V. SURROUNDING FUTURE LAND USE (FLU) ZONING WITHIN 1 MILE OF THE SUBJECT PROPERTY
   A. General Agriculture District, see Image 2.
VI. REQUEST FOR COMMENT

A. County Highway Department
   1. Highway Department has no comments.

B. County Fire Administrator
   1. No comment received.

C. County Professional Environmental Planner
   1. There is Special Flood Hazard Area (SFHA) on the subject property. Any work done in the SFHA requires a Floodplain Development Permit prior to any disturbance.

D. County Onsite Wastewater Specialist
   1. According to the USDA Web Soil Survey the soils are classified as "Very Limited". If the applicant decides to install any septic systems on the properties all rules of Pennington County Zoning Ordinance Section 204-J must be followed.

E. County Ordinance Enforcement
   1. No violations on this property.

F. County Addressing Coordinator
   1. No addressing concerns at this time. Future addresses will be assigned during the Building Permit application process. Once assigned, addresses must be posted in accordance with Pennington County Ordinance #20.

G. County Natural Resources
   1. No objections.

H. Department of Equalization
   1. There's not much for me to comment on here.

I. Register of Deeds
   1. No comment on the Rezone and Comprehensive Plan Amendment.
   2. FYI – the legal descriptions included in this routing, less than 40 acres, for transfer purposes will have to be platted; because the land lies in the New Underwood's three mile jurisdiction. If the NE1/4NE1/4 is sold, it can be transferred without being platted because ROW was created by a highway plat, so it still totals 40 acres.

J. West River Electric Association
   1. West River Electric has no comments regarding the Request for Comment - Aldren- RZ & CA.
VII. ANALYSIS

A. October 1, 2019, the applicant applied for Rezone / RZ 19-16 and Comprehensive Plan Amendment / CA 19-16.

B. There are several General Agriculture District properties currently located within 2-miles of the subject property. Property sizes range from approximately five (5) acres to forty (40) acres.

C. The applicant’s request to rezone from General Agriculture District to Limited Agriculture District is not in harmony with Pennington County’s Proposed Future Land Use (FLU).

D. Currently there is Limited Agriculture District zoning for the Pennington County Future Land Use approximately 2 miles directly west of the parcel of land with Tax ID# 69268 (see image 3).

E. Staff has not received any complaints regarding the applicant’s request.

F. Although the zoning request does not match the county’s FLU, it is in harmony with the existing uses of the land and lot sizes in the general area.

RECOMMENDATION: Staff recommends approval of Rezone / RZ 19-16 and Comprehensive Plan Amendment / CA 19-16.
SURVEYOR'S STATEMENT

I, Dean G. Scott, Registered Land Surveyor, do hereby state that at the request of the Owner listed hereon, I have surveyed the tract of land as shown hereon, and have marked upon the ground the boundaries in the manner shown, and that this plat is correct to the best of my knowledge, information and belief.

Certain easements, restrictions, or other property rights of public record or private agreement, unknown to me at this time, may not be shown hereon.

IN WITNESS WHEREOF, I hereunto set my hand and seal this ___ day of ________, 2019.

Registered Land Surveyor No. 4697

COUNTY TREASURER'S CERTIFICATE

I, Treasurer of Pennington County, South Dakota, do hereby certify that upon the land described hereon, as shown by the records of

Dated this ___ day of ________, 2019.
PLANNING DEPARTMENT
MEMORANDUM

TO: PENNINGTON COUNTY BOARD OF COMMISSIONERS

FROM: PENNINGTON COUNTY PLANNING DEPARTMENT

ITEM: SECOND READING OF ORDINANCE AMENDMENT / OA 19-02:
Pennington County. To amend Section 205 “General Agriculture District”
and Section 212 “Heavy Industrial District” to renumber paragraphs and
reclassify aggregate mining as a Conditional Use; to amend Section 511
“Fees” to set fees regarding Mining Permits; and to add Section 320 “Mining
Operation” to regulate aggregate mining [to supersede Section 507-B “Mining
Permits”] of the Pennington County Zoning Ordinance.

Planning Commission recommended approval of Ordinance Amendment / OA
19-02.

(The Board of Commissioners approved the First Reading of this Ordinance
Amendment on December 17, 2019.)
STAFF REPORT

GENERAL INFORMATION:

REQUEST:

ORDINANCE AMENDMENT / OA 19-02: To amend Section 205 “General Agriculture District” and Section 212 “Heavy Industrial District” to renumber paragraphs and reclassify aggregate mining as a Conditional Use; to amend Section 511 “Fees” to set fees regarding Mining Permits; and to add Section 320 “Mining Operation” to regulate aggregate mining [to supersede Section 507-B “Mining Permits”] of the Pennington County Zoning Ordinance.

REPORT BY: Brittney Molitor

GENERAL DESCRIPTION: To regulate aggregate mining as a Conditional Use.

PROPOSED AMENDMENT TO SECTION 205 - A-1 GENERAL AGRICULTURE DISTRICT - striking paragraph 205-B-17 and renumbering and amending 205-C to include aggregate mining as a Conditional Use.

B. Permitted Uses:

15. Business and Community signs.
16. Mining provided a Construction Permit is obtained in accordance with these Zoning Ordinances.
17. Family Daycare Home.
18. Isolated cabins and recreation residences, including groups of residences on National Forest Land.
20. Telecommunication Facilities in accordance with Section 316.
24. 21. Meteorological tower, as part of a wind farm, in accordance with Section 317.

C. Conditional Uses:

31. Aggregate mining provided a Mining Permit is obtained in accordance with Section 320.

PROPOSED AMENDMENT TO SECTION 212 - HI HEAVY INDUSTRIAL DISTRICT - striking paragraph 212-B-12 and renumbering and amending 212-C to include aggregate mining as a Conditional Use.

B. Property and buildings may include, but are not limited to the following purposes:

12. Rock, sand, gravel, or earth excavation, crushing or distribution.

13. Slaughter of animals, including poultry killing or dressing.

14. Processing of junk, waste, discarded or salvaged materials, machinery or equipment, including automobile wrecking or dismantling.

15. Outdoor advertising and community signs (as regulated in Section 312 - Signs, Billboards and Other Advertising Structures).

16. Accessory uses and structures on the same premises which are clearly incidental to the permitted use, including sleeping facilities required by a caretaker or night watchman.

17. Concrete batch plant, transit mix plant, or asphalt plant.

18. Concrete block, precast concrete and prestressed concrete fabrication and storage.

19. Structural and reinforcing steel fabrication, welding and storage.

20. A retail or service use only when it directly serves or is incidental to the needs of the industrial plants and the employees thereof.


22. Auction houses not for the sale of livestock.

23. Telecommunication Facilities in accordance with Section 316.

24. Distributed Wind Energy System in accordance with Section 317 and Section 317-B-4.

C. Conditional Uses:

4. Aggregate mining provided a Mining Permit is obtained in accordance with Section 320.

PROPOSED AMENDMENT TO ADD SECTION 320 – AGGREGATE MINING OPERATION

An operator shall obtain a Mining Permit from Pennington County to extract any of the following:

- Sand, gravel, or rock to be crushed and used in construction
- Pegmatite minerals
- Limestone, iron ore, sand, gypsum, shale, pozzolan, or other materials used in the process of making cement or lime

A. Applicability.

Section 320 applies to the extraction of aggregate in excess or equal to 100 cubic yards of material. Section 320 does not apply to the extraction of aggregate by an individual for personal use. However, a Storm Water Permit may be required under Section 507 for mining for personal use. All mining operations must comply with all local, state, and federal law, rules or regulations.

The mining of aggregate is a conditional use subject to the requirements of Section 320 and allowed only in the following Zoning Districts with an approved Pennington County Mining Permit:

- A-1 General Agriculture District (required minimum lot size of 40 acres)
- HI Heavy Industrial
- Future Land Use Designations of Forest Service Lands / Public Lands (prior approval of mining activity from appropriate authority or agency required)

B. Purpose.

The purpose of Section 320 is to promote the health, safety, and general welfare of the County; permit the development and utilization of natural resources in a manner compatible with neighboring land uses; prevent the degradation of private and public water supplies; minimize adverse environmental effects through use of Best Management Practices; and guide the development of Pennington County consistent with the Comprehensive Plan.
C. Authority.

For the purpose of promoting the health, safety, or general welfare of the County the Board may adopt a Zoning Ordinance to regulate and restrict the height, number of stories, and size of buildings and other structures, the percentage of lot that may be occupied, the size of the yards, courts, and other open spaces, the density of population, and the location and use of buildings, structures, and land for trade, industry, residence, flood plain, or other purposes. SDCL 11-2-13.

D. Definitions.

ABANDONED PROPERTY: As defined in Pennington County Ordinance 106 and amendments thereto.

ABANDONMENT: An intentional and absolute relinquishment and cessation of a use for any period of time without intention to resume said use or the voluntary discontinuance of a use for a continuous period of one year without reference to intent.

AFFECTED PERSON: A person owning property, residing, or operating a business within one-half (0.5) mile of the proposed Permit limit.

AGGREGATE: Particulate material used in construction, including sand, gravel, or rock to be crushed and used in construction; or pegmatite minerals; or limestone, iron ore, sand, gypsum, shale, pozzolan, or other materials used in the process of making cement or lime.

AGGRIEVED PERSON: An aggrieved person is a person who is suffering or likely will suffer a personal or pecuniary loss not suffered by taxpayers in general, falling upon the person in his or her individual capacity.

AIR BLAST: A jet of air produced mechanically.

“AND,” use of: As used in Section 320, a conjunction connecting words or phrases expressing the idea that the latter is to be added or taken with the first. Added to; together with; as well as; including.

BASELINE TESTING: Initial testing that measures data that serves as a basis for comparison with subsequently acquired data.

BERM: An earthen mound designed to provide visual interest on a site, screen undesirable views, reduce noise, or fulfill other similar purposes.

COMMERCIAL: A land use or other activity involving the sale of goods or services for financial gain.

DELAY (blasting): Interval of time between blasts or explosive charges.
EXCAVATION: The process of moving earth, rock or other materials with tools, machinery or explosives. Excavation activities include earthwork performed for purpose of removal of aggregate deposits, but excludes exploratory activities.

FLYROCK: Rocks propelled from the blast area by the force of an explosion.

HABITABLE: Suitable and fit for a person to live in; free of defects that endanger the health or safety of occupants.

HABITABLE STRUCTURE: Any building or structure used, or intended for use, on a day-to-day basis by people for residential purposes, for conducting a commercial or industrial business, or for purposes of a similar nature.

JUNK MATERIAL: Any scrap, waste, worn out, discarded material or debris collected or stored for destruction, disposal or some other use.

MINING OPERATION: The extraction of a natural resource from its natural occurrences.

NEIGHBORHOOD: An area of a community with characteristics that distinguish it from other community areas and that may include schools, social clubs, or boundaries defined by physical barriers, such as major highways and railroads, or natural features such as rivers.

OPERATIONAL MEASURES: Measures of operation to prevent, limit or reduce impact of mining activities.

"OR," use of: As used in Section 320, a conjunction creating a multiple or an alternative obligation.

OVERBURDEN: All of the earth and other materials which are disturbed or removed, in their original state, or as they exist after removal from their natural state.

PARCEL: Any legally described piece of land designated by the owner or developer as land to be used or developed as a unit, or that has been developed as a unit.

PERMIT LIMIT: The area of an operation as legally described in a mining application or approved Mining Permit.

PERSON: Includes natural persons, partnerships, associations, cooperative corporations, limited liability companies, and corporations.

PERSONAL USE: Extraction and use by property owner for non-commercial purpose.

PUBLIC NUISANCE: As defined in Pennington County Ordinance 106 and amendments thereto.
START WORK ORDER: An administrative order that allows the resumption of work and commercial activities.

STOP WORK ORDER: An administrative order that requires immediate suspension of work and commercial activities.

SUBSTANTIAL STEP: Action which demonstrates reasonable effort to commence mining operation, including, but not limited to, state licensing, surveying, geological studies, drilling or excavation.

SUBSTANTIVE COMPLAINT: Relating to matters of major or practical importance to the health, safety, or general welfare of the County.

E. Mining Permit Process and Public Notice Requirements.

1. Application and Notice of Hearings

Upon submittal of a complete application and payment of application fee, the Planning Department shall provide the applicant a sign to inform the public of the Mining Permit application. The applicant shall place the sign on the property that is the subject of the application and in a location with the greatest visibility to the public. The applicant shall post the sign on the property at least 30 days prior to public hearing on the application before the Planning Commission.

The applicant shall notify all property owners (including recorded Contract for Deed buyers) of land located within one-half (0.5) mile, inclusive of any right-of-way, of the outer boundaries of the subject property of the pending Mining Permit application. Based upon Department of Equalization records, the Planning Department will determine and provide a list of property owners within one-half (0.5) mile. Notice shall be by registered or certified mail at least 30 days prior to the public hearing on the application before the Planning Commission. The applicant shall use “Application and Notice of Hearing” letters provided by the Planning Department. The applicant shall also notify by registered or certified mail the Tribal Historical Preservation Officer (THPO) for each tribe listed on the Black Hills National Forest Tribal/THPO current mailing list.

2. Public Hearings

The Planning Commission shall hold a public hearing on the application and the application must be complete prior to consideration. Notice of time and place of hearing shall be given at least 10 days in advance by publication in the legal newspapers of the County. The decision of the Planning Commission shall be a recommendation to the Board. The Planning Commission may recommend approval, approval with conditions or denial of the application.
After receiving the recommendation of the Planning Commission, the Board shall hold a public hearing on the application. Notice of time and place of hearing shall be given at least 10 days in advance by publication in the legal newspapers of the County. The Board may approve, approve with conditions or deny the application.

3. **Mining Permit Application Review**

The Planning Commission and Board may consider all relevant information in deciding on a Mining Permit application, including, but not limited to:

a. The effect of the proposed operation on existing neighboring land uses.

b. The effect of the proposed operation on water quality or availability of private or public water supply.

c. The effect of the proposed operation on the health, safety, or general welfare of the County.

d. The effect and location of the proposed operation in Special Flood Hazard Areas or drainage paths.

e. Staff recommendations regarding permit conditions to prevent, limit or reduce adverse impact of the proposed operation.

F. **Appeal of Conditional Use.**

Aggregate mining is a conditional use subject to the requirements of Section 320. The Board is the approving authority. The Board's decision on a Mining Permit application is subject to review pursuant to SDCL 11-2-61.1 and amendments thereto.

G. **Mining Permit Application.**

1. All applications for a proposed mining operation shall include the following contact information:

a. The name, mailing address, e-mail address, and telephone number of the applicant.

b. The name, mailing address, e-mail address, and telephone number of the property owner and operator.

c. If the applicant is a corporation, partnership, limited liability company, or limited liability partnership: 1) the exact name of the business entity; 2) the date of incorporation, registration, or organization; 3) the states or nations in which the entity is incorporated, registered or organized; and 4) the name,
mailing address, email address, and telephone number of a designated contact person for the applicant.

d. The name, mailing address, e-mail address, and telephone number of an individual who will be responsible for the daily operation and maintenance of the site and who will serve as the primary contact person for the County.

2. The applicant shall also submit the following documents with the Mining Permit application:

a. **Signed Statement.** A signed statement by the applicant or operator, if different from the applicant, acknowledging review of and compliance with the provisions of Section 320, including responsibility to pay required fees and penalties for any violation.

b. **Agency Comments.** All comments received from any federal (i.e., NEPA), state (see SDCL chapter 45-6) and tribal agency in response to an application for a South Dakota Mining License concerning the property that is the subject of the application.

c. **Site Plan.** A site plan, drawn at a scale that is clearly legible and includes all of the following:

   i. North point, scale, and date.
   
   ii. Property boundaries of land that is the subject of the application.
   
   iii. Location and boundaries of the permit limit, including area to be excavated, related storage, stockpiling and processing areas, paving, and areas where mining by-products will be deposited.
   
   iv. Location of all access points, roads, rights-of-way, and utility easements on or abutting the property.
   
   v. Location of all structures within 300 feet of the permit limit.
   
   vi. Location and direction of flow of surface water on or within 300 feet of the permit limit.
   
   vii. Location of registered wells onsite and within 1,500 feet of the property boundaries.
   
   viii. Benchmarks, if needed, for contour maps.
   
   ix. A topographic map, with a contour interval of not more than 10 feet, of the proposed permit limit and area within 300 feet of the permit limit. The site plan shall specify the reference elevation, such as mean sea level, an on-site benchmark or other commonly accepted reference.
   
   x. Areas to be used for drainage and erosion control management or sedimentation ponds, if any.
   
   xi. Location of proposed parking areas, signs and fencing, and a description of proposed fencing.
xii. Proposed berm locations.

xiii. Special Flood Hazard Area.

The Planning Director may require submission of additional information as part of the site plan.

d. **Operation Plan.** An operation plan that includes a description of the methods and procedures to be used in the proposed mining operation. The operation plan shall include all of the following:

i. The approximate date of the commencement of the operation.

ii. Type of mining, processing, and transportation equipment to be used.

iii. Estimated type and amount of materials to be extracted.

iv. Estimated number of trucks per day and approximate weight of material per truckload.

v. Operational measures to manage noise, dust, air contaminants, and vibrations (must comply with all local, state, and federal law, rules or regulations).

vi. Operational measures to prevent groundwater and surface water degradation (must comply with all local, state, and federal law, rules or regulations).

vii. Measured or estimated depth to groundwater within the Permit Limit. If excavations below the water table will occur, operational measures to prevent entry of contaminants into the groundwater.

viii. Operational measures to stabilize topsoil and other material stockpiles.

ix. Operational measures to ensure no wetland is disturbed without written approval from the U.S. Army Corps of Engineers and the South Dakota Department of Environment and Natural Resources (SD DENR).

x. **Reclamation Plan.** The reclamation plan shall demonstrate that the site will be reclaimed to restore natural features, or for agricultural use with soils that are comparable to pre-mining soils or neighboring fields with adequate drainage to support plant and animal life. Any exception to the reclamation plan must be approved by the Board and be consistent with future land use as identified in the Comprehensive Plan. The mining operation shall comply with all local, state, and federal law, rules or regulations regarding reclamation activities.

3. **Drainage and Erosion Control Permits**

a. All mining operations shall comply with the South Dakota Water Pollution Control Act and Administrative Rules of South Dakota (ARSD) chapters
74:52:01 through 74:52:11 regulating erosion control measures, water drainage, and discharge. Prior to the start of mining operations, the applicant must obtain and provide a copy of a Storm Water Permit issued by SD DENR.

b. The applicant must submit copies of all other required local, state and federal erosion control and runoff management permits.

c. All mining operations must meet the requirements set forth in Section 507 of the Zoning Ordinance, which may require a Pennington County Storm Water Permit Permit.

4. The Board may require, as a condition of approval of the Mining Permit, the applicant post a surety or cash bond in the form of a cashier's check for control measures, stabilization, reclamation or other work identified in the applicant's Operation Plan or Storm Water Pollution Prevention Plan. The applicant shall submit an itemized cost estimate for purpose of determining surety or bond amount. The Board shall determine the amount of the surety or bond based upon industry standards.

5. Additional Information

Submission of additional information may be required to determine the scope of the proposed mining operation or reclamation and effect on the surrounding area. This information may include, but is not limited to, proof of surety or cash bond and applicable access easements or agreements.

H. General Requirements for Mining Operations.

1. Hours of Operation

The hours of mining operation may be restricted to address special circumstances or demonstrated problems. Change of allowed hours of operation must be noticed in writing prior to effective date.

2. Dust Control

The operator shall comply with the provisions of SDCL chapter 34A-1. The operator shall use industry Best Management Practices in an effort to control and minimize fugitive dust, including at least one of the following: vegetated earthen berms, paved entrance roadways, standard methods of water spray, dust covers on transfer points, or sweeping.
3. **Noise Control**

The operator shall comply with all applicable noise regulations and industry recommendations (provided such recommendations are allowed by the Mine Safety and Health Administration).

4. **Lighting**

All lights shall use hoods and lens that cast light downward.

5. **Vibration and Blasting**

The mining operation and activities shall comply with all local, state, and federal law, rules or regulations regarding blasting activities. Upon request by the Planning Director, the operator shall provide access to the blasting logs.

Blasting may occur Monday through Friday from 7:00 a.m. to 5:00 p.m. Blasting is not allowed on Saturdays, Sundays, or Holidays listed in SDCL 1-5-1.

a. **Log Details.** An accurate blasting log shall be prepared and maintained for each blast fired. Each blasting log shall include the following information:

i. Name of the blaster in charge of the blast.
ii. Blast location references (latitude/longitude).
iii. Date and time of blast.
iv. Weather conditions at time of blast.
v. Diagram of blast hole layout.
vi. Number of blast holes.
vii. Blast hole depth and diameter.
viii. Spacing and burden of blast holes.
ix. Maximum holes per delay.
x. Maximum pounds of explosives per delay.
xi. Depth and type of stemming used.
xii. Total pounds of explosives used, including primers and initiating cord.
xiii. Distance to nearest habitable structure not belonging to the mine owner or operator.

b. **Control of Adverse Effects.** Blasting shall be conducted in a manner designed to prevent injury to persons or damage to property outside the permit limit.

i. **Flyrock.** Flyrock shall be contained within the permit limit.
ii. **Air Blast.** Air Blast shall not exceed a maximum limit of 133 peak dB at the location of any dwelling or habitable structure outside the permit limit. The blaster shall conduct monitoring of every blast to ensure compliance with the air blast limit.

In lieu of monitoring, the calculated Scaled Distance must be 1,000 feet or greater. The Scaled Distance (for air blast) shall be calculated using the following equation:

\[ SDA = \frac{D}{CW^{1/3}}. \]

SDA = Scale Distance (Air Blast).
D = Distance from blast to nearest dwelling or habitable structure outside the permit limit.
CW = Charge Weight per delay.

iii. **Ground Vibration.**

aa. Peak Velocity. The maximum ground vibration at the location of any dwelling or habitable structure outside the controlled blasting site area shall not exceed the limits set forth in Table 1 below.

<table>
<thead>
<tr>
<th>Distance (D) From The Blasting Site (feet)</th>
<th>Maximum Allowable Peak Particle Velocity (Vmax) For Ground Vibration (in/sec)</th>
<th>Scaled-Distance (Ds), Factor To Be Applied Without Seismic Monitoring (feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 300</td>
<td>1.25</td>
<td>50</td>
</tr>
<tr>
<td>301 to 5,000</td>
<td>1.00</td>
<td>55</td>
</tr>
<tr>
<td>5,001 and Beyond</td>
<td>0.75</td>
<td>65</td>
</tr>
</tbody>
</table>

(a) \( Ds = D / (\text{square root of } W); \ W = \text{max weight in lbs. of explosives per delay.} \)

bb. How Measured. The blaster shall use the ground vibration limits specified in Table 1 above to determine the maximum allowable ground vibration. Ground vibration shall be measured as the peak particle velocity. Particle velocity shall be recorded in three mutual perpendicular directions.

c. Record. The blaster shall maintain a seismograph record, including both particle velocity and vibration frequency levels for each blast.
dd. Monitoring. Seismic monitoring shall be completed at the nearest dwelling or habitable structure located outside of the permit area. If unable to obtain permission to conduct monitoring from the property owner, the blaster may monitor at another location approximately the same distance or closer from the blast site.

In lieu of performing seismographic monitoring, the maximum pounds of explosive per eight millisecond delay shall be calculated using Table 1 above and the equation provided. The distance used for the calculation shall be measured from the blast to the nearest dwelling or habitable structure located outside of the permit limit.

ee. Exceptions.

The maximum ground vibrations and air blast standards shall not apply to property belonging to the mine owner or operator.

6. Spill Prevention

The applicant shall comply with all local, state, and federal law, rules or regulations regarding chemical storage, handling, and spill response. This includes, but is not limited to, regulations promulgated by the Mine Safety and Health Administration (MSHA), the Environmental Protection Agency (EPA), and the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF).

7. Junk Material

The owner or operator of a mining operation shall store junk material so as not to create a public nuisance.

8. Screening and Berms

A screening plan appropriate to the site shall be developed by the applicant. Berms shall meet all of the following requirements:

a. Berms shall be constructed within 14 days of stripped overburden and topsoil becoming available from the quarry site or from suitable outside sources. Berms may be constructed in phases as material becomes available.

b. Only clean overburden shall be used.
c. Safety berms shall be half the height of the largest wheel of equipment used in the mining operation, but in no case less than the height required by the Mine Safety and Health Administration. However, where a berm is adjacent to a public road, the berm shall be at least 10 feet above the surface of the center of the road.

d. The outward-facing slopes of safety berms shall not be steeper than two horizontal units to one vertical unit. The inner-facing slopes may be steeper, but must be stabilized and maintained to ensure continued stability.

e. Berms shall be constructed to prevent flooding, concentrated runoff, inadequate drainage, and excessive erosion or sedimentation.

f. Berms shall be kept free of noxious weeds, trash, and debris.

9. Roads and Approaches

Roads to be used off site, including all points of ingress and egress (approaches) and all primary routes for transportation of material to state or federal highways, must be approved by the governing street authority.

I. Additional Requirements for Mining Operation.

1. Setbacks

Setback requirements shall apply to all mining operations including, but not limited to, stockpiling and the storage of waste materials, inventory, and equipment. These are minimum setback requirements and greater setbacks may be required by the Board. These setback requirements are not applicable to roads, berms, and other landscaping.

a. No mining operation shall be conducted within 50 feet of exterior lot lines, unless written permission is obtained from the abutting property owner.

b. No mining operation shall be conducted within 100 feet of a public road centerline or 25 feet of a public road right-of-way, whichever is greater.

c. No mining operation shall be conducted within 300 feet of any existing dwelling, other than a dwelling belonging to the mine owner or operator, unless written permission has been obtained from the homeowner.

2. Groundwater Monitoring

a. Based on site conditions, the Board may, as a condition of approval of the Mining Permit, require the applicant to perform baseline testing of up to
three wells located within 1,500 feet of the proposed perimeter of the mining extraction area. If there are no existing wells within 1,500 feet, baseline testing may be required of the nearest located wells. Priority will be given to wells located on abutting land where the property owners have requested testing, in writing, and granted permission for access to their property. Baseline testing shall establish, at a minimum, bacteria and turbidity levels, and potential groundwater drawdown due to pumping within the Permit Limit.

b. Testing must be completed and results obtained prior to commencing any mining activity.

c. Drawdown tests of the original baseline wells shall be conducted when requested in writing by a well owner who demonstrates quantity of water in the well has been impacted by mining activities.

d. All tests shall be performed by a qualified third-party professional.

f. Test results shall be provided to the Planning Director upon completion.

J. Review, Transfer and Expansion.

1. Review of Mining Permit

Mining Permits may be reviewed by the Board to verify that conditions of approval are met. Mining Permits may be reviewed:

a. As a condition of the Mining Permit.

b. As directed by the Board.

c. Upon receipt of a substantive complaint.

2. Transfer of Permit

Upon transfer of interest in a mining operation, the prior owner or operator shall be released of responsibilities under the Mining Permit, only if all of the following conditions are met:

a. Written notice of the transfer is given to the Planning Department.

b. The operation is in compliance with the requirements of Section 320 and the conditions of operation under its existing Mining Permit.
c. The new owner or operator assumes responsibility for the reclamation of the entire Permit Limit by written, signed, and notarized document and provides financial assurance for such reclamation in the form of a surety or cash bond.

3. Permit Limit Expansion

Any proposed expansion of a Permit Limit shall be considered as a new application under Section 320. All provisions of Section 320 shall apply to the proposed expansion.

K. Complaints.

The Planning Department may inspect a mining operation based on a Substantive Complaint or as directed by the Board. Record of complaints received and inspections shall be maintained by the Planning Department. Complaints will be handled and considered as follows:

1. On receipt of a complaint, the Planning Department shall investigate the complaint and substantiate the facts and circumstances alleged.

2. Any necessary corrective action as determined by the Planning Department shall be submitted to the owner and operator in writing.

3. The Planning Department will set a reasonable time for the mining operation to comply with and complete the required corrective action.

4. If the mining operator fails to perform required corrective action or fails to comply with the requirements of Section 320, the Planning Director may schedule a public hearing before the Board regarding revocation of the Mining Permit pursuant to Section 320(L).

L. Revocation of Mining Permit.

The Planning Director may schedule a revocation hearing before the Board upon the occurrence of any of the following:

1. The owner or operator has failed repeatedly to comply with the conditions of the current Mining Permit.

2. The owner or operator has failed repeatedly to comply with the Operation Plan as detailed in the Mining Permit application.

3. The mining operation is not in compliance with Section 320.
4. The owner or operator failed to perform and complete requested corrective action.

5. The continued operation of the mine is a threat to the public health, safety, or general welfare.

Notice of time and place of the hearing shall be given, in writing, to the permit holder at least 30 days in advance of hearing. Surrounding property owners and THPOs shall also be given written notice of the hearing as provided under Section 320(E)(1). In addition, notice of time and place of the hearing shall be published at least 10 days in advance of hearing in the legal newspapers of the County.

Upon hearing, the Board may revoke the Mining Permit or order remedial action to be taken by the owner or operator. The Board’s decision revoking a Mining Permit is subject to review pursuant to SDCL 11-2-61.1 and amendments thereto.

M. Failure to Commence Mining Operation.

Failure of an owner or operator to take Substantial Steps to commence mining operation within five years of issuance of the initial Mining Permit, shall terminate the Mining Permit. A new Mining Permit application shall be required for any future mining operation.

N. Abandonment of Mining Operations.

If mining operations are abandoned, resumed mining activity shall require a new application and Mining Permit. Temporary cessation of mining activity approved by the SD DENR does not constitute abandonment of mining operations.

O. Limits of Operation.

All mining operations shall be limited to, and conducted within, the Permit Limit as approved by the Board.

P. Legal Nonconforming Use.

Excavation activities that are a legal nonconforming use do not require a permit under Section 320. However, legal nonconforming use may not be expanded beyond the boundaries of the parcel on which the use was initiated at the time of enactment of Section 320 without a Mining Permit.

Legal nonconforming uses must be registered with the Pennington County Planning Department within 180 days of the effective date of Section 320. Excavation activities with a previously issued Pennington County Mining Permit are excluded from this registration requirement.
1. Conditions

Excavation activities ongoing prior to the enactment of Section 320 are allowed as a legal nonconforming use when all of the following conditions are met:

a. Excavation activities were actively pursued under a state mining license at the time Section 320 became effective.

b. Area to be excavated was clearly intended to be excavated, as measured by objective manifestations and not by subjective intent (objective manifestations include, but are not limited to, previously issued County Construction or Mining Permit or State Mining License, or geological or engineering studies, fencing or signage of current and future areas to be excavated).

c. Continued operations do not, or will not, have a substantially different and adverse impact on the neighborhood. A claim that continued operations will have a substantially different and adverse impact on the neighborhood must be proven by clear and convincing evidence.

2. Registration

Registration shall be through a standardized form created by the Planning Department and require all of the following information:

a. Name and contact information of the property owner and operator.

b. Description of the operations, including site plan with disturbance boundary.

c. Legal description of the property subject to the nonconforming use.

d. Date nonconforming use was first established on the property and supporting documentation.

Further information and supporting documentation may be required by the Planning Director.

3. Review Process

a. Registration of legal nonconforming use shall be submitted to the Planning Department within 180 days of the effective date of Section 320.

b. A registration fee of $300.00 (non-refundable) is required.
c. A registration will not be complete or considered for approval until all information or supporting documentation requested by the Planning Director is submitted.

d. The Planning Commission shall hold a public hearing to determine the legal nonconforming use of the property. Written notice of time and place of hearing shall be given to surrounding property owners and THPOs as provided under Section 320(E)(1). In addition, notice of time and place of the hearing shall be published at least 10 days in advance of hearing in the legal newspapers of the County.

4. Appeal of Legal Nonconforming Use

The owner or operator or any person aggrieved or affected as defined in Section 320 by a determination of the Planning Commission on a legal nonconforming use may appeal the decision to the Board.

5. Regulation of Legal Nonconforming Use

Excavation activities ongoing prior to the enactment of Section 320 must comply with the General Requirements for Mining Operations set forth in Section 320(H) and permit requirements set forth in Section 507 of the Zoning Ordinance, submit a Reclamation Plan, and post a surety or cash bond if required by the Planning Commission in its discretion.

Q. Enforcement.

1. Stop Work Order

The Planning Director may issue a Stop Work Order under the following circumstances:

a. A site is being operated or maintained in a manner which violates Section 320.

b. A site is being operated or maintained in a manner contrary to the conditions of the Mining Permit.

c. Mining operations are occurring without a required permit under Section 320 or in violation of other local, state, or federal law, rules or regulations.

d. A site is being operated or maintained in a manner that endangers public health, safety, or general welfare.
The Planning Director may consult with outside Public Safety Officials and Mining Professionals for information and recommendation.

A Stop Work Order shall be issued in writing and delivered, via certified mail or hand-delivered, to the person responsible for daily operation and maintenance of the site, or his or her employee or agent. All mining operations and site development shall cease upon delivery of a Stop Work Order, except work necessary to stabilize or secure the site as allowed or required by the Planning Director. Mining operations and site development may resume only when the Stop Work Order is lifted by the Planning Director via a Start Work Order.

2. Ordinance Violation

An owner or operator who fails to comply with the requirements of Section 320 or conditions of an approved Mining Permit is in violation of the Pennington County Zoning Ordinance and subject to the fees and penalties set forth in Sections 511 and 514 of the Zoning Ordinance.

3. Injunction

In addition to all other legal remedies, the County may seek injunctive relief pursuant to SDCL 21-8 against a property owner or operator conducting mining activity in violation of Section 320 or conditions of an approved Mining Permit. The injunctive relief may include reparative action to abate a nuisance.

4. Nuisance

Violations of Section 320 that constitute a public nuisance as defined under SDCL chapter 21-10 or Pennington County Ordinance 106 may be abated without civil action by the County.

5. Reclamation Work

If an owner or operator cannot or will not complete requested reclamation work, the Board may authorize the Planning Director to complete reclamation work specified in the Operation Plan or Pennington County Storm Water Pollution Prevention Plan. The Planning Director will give written notice to the owner or operator and any Surety of intent to complete reclamation work. The owner or operator and any Surety will be liable for costs incurred by the County in completing reclamation work. The County may apply any posted bond to costs incurred by the County.
6. Inspection Warrant

Pursuant to SDCL chapter 34-43, the Planning Director or a Pennington County certified law enforcement officer may obtain an inspection warrant to conduct an inspection of the Mining Operation.

7. Conflicting Ordinances

In the event provisions of Section 320 are in conflict with local, state, or federal law, rules or regulations in effect within the jurisdictional boundaries of the County, the higher standard or more stringent requirement shall control.

8. Severability

If any section, subsection, paragraph, sentence, clause or phrase of Section 320 is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

9. Effective Date

This ordinance shall become effective on the twentieth day after its completed publication.

REQUEST TO STRIKE SECTION 507(B) MINING PERMITS – Section 507(B) to be stricken and superseded by Section 320.

B.—— Mining Permits (Revised 07-10-19)

No extraction of any mineral or substance exceeding 100 cubic yards from the earth shall be conducted without a Mining Permit issued by the Commission. No Mining Permit shall be issued except in conformity with the provisions of this Zoning Ordinance unless he/she receives a written order from the Board of Adjustment in the form of an Administrative Review, Conditional Use, or Variance, as provided in this Zoning Ordinance. In addition to an application, all Mining Permits will require a site plan to be submitted for review. Detailed information, including a transportation plan, the location, amount, and type of material to be extracted shall be shown on a site plan. A written statement shall be submitted indicating the scope, duration of the mining activity, and plan outlining reclamation to be done at the conclusion of extraction. Mining Permits shall not be required for work in the A-1 General Agriculture District for construction, which is agriculturally related.

Section 507-B. Superseded by PCZO Section 320.
PROPOSED AMENDMENT TO SECTION 511 FEES –

SECTION 511: Fees shall be amended to include and read as follows:

D. Mining Permit: $250.00

If applicant is a unit of state or local government, no fee shall be required.

1. New Application:
   a. Permit Limit exceeding 10 acres: $2,500.00
   b. Permit Limit equal to or less than 10 acres: $500.00

2. Transfer of Mining Permit: $1,000.00

3. Review Fee: $500.00

U. Sign Deposit: A $100.00 refundable deposit is required for signs obtained from the Planning Department for Variance, Conditional Use Permits, Mining Permits, Rezoning, Planned Unit Developments, and Comprehensive Plan Amendment applications. The $100.00 deposit is refunded when the sign is returned within six (6) months of County Board action.

RECOMMENDATION: Staff recommends approval of Ordinance Amendment / OA 19-02.
PLANNING DEPARTMENT
MEMORANDUM

TO: PENNINGTON COUNTY BOARD OF COMMISSIONERS

FROM: PENNINGTON COUNTY PLANNING DEPARTMENT

ITEM: PLANNED UNIT DEVELOPMENT REVIEW / PU 01-05: William Anderson, Cliff and Billy Janis, and S-L Holdings LLC. To review an existing Planned Unit Development in accordance with Section 213 of the Pennington County Zoning Ordinance.

Tract 1 and Tract 2, of KWA Subdivision and NE1/4SE1/4 Less KWA Subdivision Less Lot H-1 of S1/2NE1/4SE1/4, all located in Section 1, T1N, R8E, BHM, Pennington County, South Dakota.

(Continued from the November 5, 2019, Board of Commissioner’s meeting.)

PLANNING COMMISSION RECOMMENDATION:
Planning Commission recommended Planned Unit Development District / PU 01-05 be rezoned to Suburban Residential District and Limited Agriculture District to conform to surrounding property uses.
Agenda Item #7
William Anderson; Cliff Janis;
Billy Janis; and, S-L Holdings LLC.
December 16, 2019

STAFF REPORT

GENERAL INFORMATION:

REQUEST: PLANNED UNIT DEVELOPMENT REVIEW/
PU 01-05: To review an existing Planned Unit
Development in accordance with Section 213 of the
Pennington County Zoning Ordinance.

LANDOWNER/APPLICANT: William Anderson

APPLICANT ADDRESS: 23049 Radar Hill Road, Rapid City, SD 57703

LANDOWNER: Cliff and Billy Janis

LANDOWNER ADDRESS: 22961 Radar Hill Road, Rapid City, SD 57703

LANDOWNER: S-L Holdings LLC.

LANDOWNER ADDRESS: P.O. Box 9401, Rapid City, SD 57709
1221 E. Fairmont Blvd, Rapid City, SD 57701

LEGAL DESCRIPTION: Tract 1 and Tract 2, of KWA Subdivision and
NE1/4SE1/4 LESS KWA SUBD LESS LOT H-1
OF S1/2NE1/4SE1/4 all located in Section 01, T1N,
R8E, BHM, Pennington County, South Dakota.

LOCATION: Approximately 1.5 miles north of the intersection of
Radar Hill Road and Longview Road along Radar
Hill Road.

SIZE: Anderson lot 25.29 acres
Janis lot 11.48 acres
S-L Holdings, LLC lot 2.71 acres

TAX ID: 54463 / 66080 / 66081

EXISTING LAND USE: Residential / Storage Units

ZONING REFERENCE: Section 213

CURRENT ZONING: Planned Unit Development District
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SURROUNDING ZONING:
  North                           General Agriculture District
  South                           Suburban Residential District
  East                            Limited Agriculture District
  West                            Suburban Residential District

PHYSICAL CHARACTERISTICS: Flat

UTILITIES:                        Central water, underground electric

REPORT BY:                       Brittney Molitor

I.  PROPOSED RECOMMENDATION
   A.  Staff will be to recommending rezone PU 01-05 to Suburban Residential District (S-L Holdings LLC property) and Limited Agriculture District (Anderson and Janis property).

II.  GENERAL DESCRIPTION
   A.  In 2001, William Anderson requested rezone of a 40-acre parcel into a mixed-use Planned Unit Development (PUD). The approved PUD allowed residential and neighborhood commercial uses.

III. PROPERTY HISTORY
    A.  PU 01-05 was approved to allow a mixed-use development to include 51 dwelling units and (a maximum) of 10-acres of neighborhood commercial development.
    B.  PU 01-05 was approved by the Board of Commissioners on January 02, 2002, with the following ten (10) conditions:
        1.  That prior to County Board approval of the Planned Unit Development, a comprehensive drainage plan showing the post development flows be submitted to the County Drainage Engineer for review and approval;
        2.  That prior to County Board approval of the Planned Unit Development, the sight distance be measured for all approaches onto Radar Hill Road to insure adequacy;
        3.  That two means of ingress/egress be provided to the residential development and the neighborhood commercial area;
        4.  That prior to County Board approval of the Planned Unit Development, a plan indicating a central water system with fire hydrants and gallon per minute flows in accordance with the Uniform Fire Code for the residential and commercial areas be submitted to the Fire Coordinator for review and approval;
5. That a maximum of fifty-one (51) dwelling units be constructed on the forty-acre parcel;
6. That a maximum of ten (10) acres be utilized for neighborhood commercial uses;
7. Neighborhood commercial uses shall be limited to: convenience store with gas facilities, screened outdoor storage, enclosed storage units, food markets including bakery goods and delicatessen goods, meat market, drug store, book store, tobacco store, vanity goods store, pharmacy, banks, barber shops and beauty shops, dry cleaning business, gift shops, self service laundries, shoe repair, professional and business offices, veterinary clinic, package liquor sales (to be consumed off premise), hardware or home improvement retail establishments, video rentals, child care facility, restaurant with a bar and casino, clothing stores and postal substation;
8. That each residential lot shall be a minimum of 24,000 square feet in size exclusive of any access easements;
9. That each new residence either be provided with a minimum 1,500-gallon septic tank or connected to a municipal sewer system; and,
10. That a drainfield reserve area be provided for each residential or commercial lot. This reserve area can be shown on a building permit or on the plat of the lot.

C. PU 01-05 rezoned a single forty (40) acre lot from General Agriculture District to Planned Unit Development District. Over time, however, the property was subdivided into three (3) separate lots.

D. PU 01-05 has not been reviewed or amended since approval in 2002.
   1. The existing uses on the subject properties located within PU 01-05 are a mix of residential and commercial.
   2. PU 01-05 has not been developed as required under the Conditions of Approval.
   3. The subject properties are now located within the platting jurisdiction of the city of Rapid City.
See aerial photo below:

C. April 2019 - Staff was notified of a neighbors’ concern relative to bright lights located at 22909 Radar Hill Road (Depot Storage / S-L Holdings LLC).

D. July 29, 2019 - An official complaint was submitted to the Planning Department concerning the brightness of security lights located on the storage unit lot. This complaint triggered review of PU 01-05.
IV. EXISTING CONDITIONS

A. On December 27, 2001 Tract 1 of KWA Subdivision was created from NE1/4SE1/4 of Section 1, T1N, R8E through the City of Box Elder as the property resided in the Box Elder platting jurisdiction. Tract 1 owned by S-L Holdings LLC is 2.713 acres and contains 4 storage units.
B. On December 23, 2014, Tract 2 of KWA Subdivision was platted through the city of Rapid City as the property was then located in the Rapid City plating jurisdiction. Tract 2 owned by Cliff Janis is 11.48 acres and contains a 14’ x 70’ single-wide mobile home with various additions – per DOE records. Building Permits for the single-wide mobile home were never obtained.

Photo of SWMH on subject property.
C. The remaining unplatted lot, NE ¼ SE ¼ less KWA Subdivision Lot H-1 of S ½ NE ¼ SE ¼, is also a part of PU 01-05. The lot contains a 40' x 60' pole barn with living quarters – 2001COBP0675. No Building Permit was issued for the living quarters. Onsite wastewater treatment system – 2002COSD0046.

![Photo of Pole Barn on subject property.](image)

V. ANALYSIS

A. Staff attempted to contact all three landowners to amend PU 01-05 and bring it current with the uses and future uses of the subject properties, while simultaneously addressing the lighting complaint involving the storage units.

B. Staff has spoken with the landowners within PU 01-05.

C. Mr. Anderson (the original applicant for PU 01-05) stated he has no intent of making the required changes to bring PU 01-05 into compliance.

D. This property has not been developed in accordance with the original Conditions of Approval of the Planned Unit Development District/ PU 01-05.

   1. A drainage plan has never been submitted for development of the three (3) lots.

   2. A central water system plan has not been submitted or approved. In addition, the city of Box Elder has a moratorium on water taps in the area and therefore, no future development may occur until a viable water source is secured.

   3. Building Permits have not been obtained for the living quarters on the residential lots.
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E. It is Staff’s opinion that a Planned Unit Development District is not an appropriate zoning district for this area as the property has not been developed in accordance with the original intent of PU 01-05.

F. Properties should be rezoned to a zoning district in harmony with the surrounding land uses.

G. Current uses under the existing PU 01-05 would become legal nonconforming uses.

RECOMMENDATION: Staff seeks direction from the Planning Commission and Board of Commissioners. Staff recommends that Pennington County rezone Planned Unit Development District / PU 01-05 to Suburban Residential District and Limited Agriculture District to conform to surrounding property uses. This will require an application for Rezone and further public hearings.
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