

## **LAWRENCE COUNTY COMMISSIONERS MEETING – November 23, 2021**

Chairman Richard Sleep called the regular meeting of the Lawrence County Commissioners to order and the Pledge of Allegiance was conducted at 8:00 a.m. on November 23, 2021 in the Administrative Annex Building of the Lawrence County Courthouse located at 90 Sherman Street, Deadwood, SD with Commissioners Randall Rosenau, Randy Deibert and Robert Ewing present. Commissioner Brandon Flanagan was available by video conferencing (GoToMeeting).

All motions were passed by unanimous vote, by all members present, unless stated otherwise. Roll call voting was used if any member voted in the negative pursuant to SDCL 1-25-1.5.

**AGENDA:** Moved-Seconded (Rosenau-Sleep) to approve the agenda as amended. Motion Carried.

**DECLARE CONFLICTS:** No conflicts were declared by the Lawrence County Commission.

**MINUTES:** Moved-Seconded (Rosenau-Ewing) to approve the minutes of November 9, 2021 County Commission meeting. Motion Carried.

### **PERSONNEL:**

**SHERIFF:** Moved-Seconded (Rosenau-Deibert) to approve Keri McPheeters as a part-time fill-in Correctional Officer I G1 at a base rate of \$19.26 an hour, effective November 23, 2021. Motion Carried.

**PLANNING & ZONING:** Moved-Seconded (Rosenau-Sleep) to approve Jessica L. Lord as a full-time permanent Administrative Secretary at a base rate of \$17.35 an hour, effective November 29, 2021. Motion Carried.

### **AUTOMATIC SUPPLEMENT:**

**INSURANCE & BONDS BUDGET:** Moved-Seconded (Rosenau-Deibert) to approve the automatic supplement of \$7,876.29 to the Insurance & Bonds budget for reimbursement for vehicle damage. Motion Carried.

### **AMENDED RESOLUTION #2021-21/SECTION 7. PROVISIONS RELATING TO BOND**

**INSURANCE:** Moved-Seconded (Rosenau-Deibert) to approve Amended Resolution #2021-21 by adding the following Section 7. Section 7. Provisions Relating to Bond Insurance. Motion Carried. AMENDED RESOLUTION 2021-21 WHEREAS, the Lawrence County Commission passed Resolution 2021-21 on June 8, 2021 authorizing the execution, terms, issuance, sale and payment of Certificates of Participation, Series 2021 (the "Certificates") in the aggregate principal amount of not to exceed \$41,000,000; and WHEREAS, the County has determined that it would be in the best interests to obtain bond insurance on the Certificates which will result in a lower interest rate the County will pay on the Certificates; and WHEREAS, the bond insurer requires certain language in the resolution passed authorizing the Certificates. NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF LAWRENCE COUNTY, AS FOLLOWS: 1. Resolution 2021-21 shall be amended by adding the following Section 7. Section 7. Provisions Relating to Bond Insurance. (a) "Insurance Policy" shall be defined as follows: "the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Insured Certificates when due". "Insurer" shall be defined as follows: "Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof. (b) The Insurer shall be deemed to be the sole holder of the Insured Certificates for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Certificates insured by it are entitled to take pursuant to the Resolution pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Paying Agent. In furtherance thereof and as a term of the Resolution and each Certificate, the Paying Agent and each Certificateholder appoint the Insurer as their agent and attorney-in-fact and agree that the Insurer may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Paying Agent and each Certificateholder delegate

and assign to the Insurer, to the fullest extent permitted by law, the rights of the Paying Agent and each Certificateholder in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. Remedies granted to the Certificateholders shall expressly include mandamus. (c) The maturity of Certificates insured by the Insurer shall not be accelerated without the consent of the Insurer and in the event the maturity of the Insured Certificates is accelerated, the Insurer may elect, in its sole discretion, to pay accelerated principal, and interest accrued on such principal, to the date of acceleration (to the extent unpaid by the Issuer) and the Paying Agent shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Insurer's obligations under the Insurance Policy with respect to such Insured Certificates shall be fully discharged. (d) No grace period for a covenant default shall exceed 30 days or be extended for more than 60 days, without the prior written consent of the Insurer. No grace period shall be permitted for payment defaults. (e) The Insurer shall be included as a third party beneficiary to the Resolution. (f) The exercise of any provision of the Resolution which permits the purchase of Insured Certificates in lieu of redemption shall require the prior written approval of the Insurer if any Certificate so purchased is not cancelled upon purchase. (g) Any amendment, supplement, modification to, or waiver of, the Resolution or any other transaction document, including any underlying security agreement (each a "Related Document"), that requires the consent of Certificate owners or adversely affects the rights and interests of the Insurer shall be subject to the prior written consent of the Insurer. (h) Unless the Insurer otherwise directs, upon the occurrence and continuance of an Event of Default or an event which with notice or lapse of time would constitute an Event of Default, amounts on deposit in the Construction Fund shall not be disbursed, but shall instead be applied to the payment of debt service or redemption price of the Insured Certificates. (i) The rights granted to the Insurer under the Resolution or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Certificateholders and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Certificateowners or any other person is required in addition to the consent of the Insurer. (j) Only (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Insurer, pre-refunded municipal obligations rated "AAA" by S&P and Kroll, respectively, or (5) subject to the prior written consent of the Insurer, securities eligible for "AAA" defeasance under then existing criteria of S & P or any combination thereof, shall be used to effect defeasance of the Insured Certificates unless the Insurer otherwise approves. To accomplish defeasance, the Issuer shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Insurer ("Accountant") verifying the sufficiency of the escrow established to pay the Insured Certificates in full on the maturity or redemption date ("Verification"), (ii) an Escrow Deposit Agreement (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Insured Certificates are no longer "Outstanding" under the Resolution and (iv) a certificate of discharge of the Paying Agent with respect to the Insured Certificates; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Issuer, Paying Agent and Insurer. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the funding of the escrow. Insured Certificates shall be deemed "Outstanding" under the Resolution unless and until they are in fact paid and retired or the above criteria are met. (k) Amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of the Resolution and the Insured Certificates relating to such payments shall remain Outstanding and continue to be due and owing until paid by the Issuer in accordance with the Resolution. The Resolution shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for. (l) Claims Upon the Insurance Policy and Payments by and to the Insurer. If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Paying Agent, after making all transfers and deposits required under the Resolution, moneys sufficient to pay the principal of and interest on the Insured Certificates due on such Payment Date, the Paying Agent shall give notice to the Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by

telephone or telecopy of the amount of such deficiency by 12.00 noon, New York County time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Insured Certificates due on such Payment Date, the Paying Agent shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Insured Certificates and the amount required to pay principal of the Insured Certificates, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York County time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy. The Paying Agent shall designate any portion of payment of principal on Insured Certificates paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Insured Certificates registered to the then current Certificateholder, whether DTC or its nominee or otherwise, and shall issue a replacement Certificate to the Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Paying Agent's failure to so designate any payment or issue any replacement Certificate shall have no effect on the amount of principal or interest payable by the Issuer on any Certificate or the subrogation rights of the Insurer. The Paying Agent shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Certificate. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Paying Agent. Upon payment of a claim under the Insurance Policy, the Paying Agent shall establish a separate special purpose trust account for the benefit of Certificateholders referred to herein as the "Policy Payments Account" and over which the Paying Agent shall have exclusive control and sole right of withdrawal. The Paying Agent shall receive any amount paid under the Insurance Policy in trust on behalf of Certificateholders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Paying Agent to Certificateholders in the same manner as principal and interest payments are to be made with respect to the Insured Certificates under the sections hereof regarding payment of Insured Certificates. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the Issuer agrees to pay to the Insurer (I) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The County of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Insured Certificates and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Issuer hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the Pledged Revenues and payable from such Pledged Revenues on a parity with debt service due on the Insured Certificates. Funds held in the Policy Payments Account shall not be invested by the Paying Agent and may not be applied to satisfy any costs, expenses or liabilities of the Paying Agent. Any funds remaining in the Policy Payments Account following a Certificate payment date shall promptly be remitted to the Insurer. (m) The Insurer shall, to the extent it makes any payment of principal of or interest on the Insured Certificates, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the Issuer to the Insurer under the Related Documents shall survive discharge or termination of such Related Documents. (n) The Issuer shall pay or reimburse the Insurer any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under the Resolution or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Resolution or any other Related Document whether or not

executed or completed, or (iv) any litigation or other dispute in connection with the Resolution or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Resolution or any other Related Document. (o) After payment of reasonable expenses of the Paying Agent, the application of funds realized upon default shall be applied to the payment of expenses of the Issuer or rebate only after the payment of past due and current debt service on the Insured Certificates. (p) The Insurer shall be entitled to pay principal or interest on the Insured Certificates that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Insurance Policy) and any amounts due on the Insured Certificates as a result of acceleration of the maturity thereof, whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Insurance Policy) or a claim upon the Insurance Policy. (q) The notice address of the Insurer is: Assured Guaranty Municipal Corp., 1633 Broadway, New York, New York 10019, Attention: Managing Director-Surveillance, Re: Policy No. \_\_\_\_\_ Telephone: (212) 974-0100; Telecopier: (212)339-3556. In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED." (r) The Insurer shall be provided with the following information by the Issuer or Paying Agent, as the case may be: i. Annual audited financial statements within 365 days (or such longer period agreed to by Insurer) after the end of the Issuer's fiscal year (together with a certification of the Issuer that it is not aware of any default or Event of Default under the Resolution), and the Issuer's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time; ii. Notice of any default known to the Paying Agent or Issuer within five Business Days after knowledge thereof; iii. Prior notice of the advance refunding or redemption of any of the Insured Certificates, including the principal amount, maturities and CUSIP numbers thereof; iv. Notice of the resignation or removal of the Paying Agent and Certificate Registrar and the appointment of, and acceptance of duties by, any successor thereto; v. Notice of the commencement of any proceeding by or against the Issuer commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding"); vi Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Insured Certificates; vii. A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents; and viii. All reports, notices and correspondence to be delivered to Certificateholders under the terms of the Related Documents. In addition, to the extent that the Issuer has entered into a continuing disclosure agreement, covenant or undertaking with respect to the Insured Certificates, all information furnished pursuant to such agreements shall also be provided to the Insurer, simultaneously with the furnishing of such information. 2. All other provisions of Resolution 2021-21 remain in full force and effect subject to the amendment. 3. This Certificate Resolution shall take effect upon passage for the terms were authorized in Resolution 2021-21 which is in effect. Motion by Member Rosenau Said motion was seconded by Member Deibert and upon vote being taken the following voted AYE: Rosenau, Deibert, Flanagan, Ewing and Sleep and the following voted NAY: None. IN WITNESS WHEREOF, we have hereunto set our hands and official seal of Lawrence County, this 23rd day of November, 2021. Richard Sleep, Chairman ATTEST: Brenda McGruder, County Auditor.

**ABATEMENT:** Moved-Seconded (Deibert-Rosenau) to approve the abatement for Larry R. Cottier Living Trust on parcel #18010-00600-080-15 for 2021 taxes payable in 2022 as the parcel does not exist separately, but is part of another platted lot. Motion Carried.

**SHERIFF:**  
**PUBLIC SAFETY AND SERVICES CENTER PROJECT UPDATE:** Brian Dean, Sheriff, updated the Board on the Design Development stage of the project.

**BLACK HILLS REGIONAL MULIPLE USE COALATION:** Commissioner Deibert thanked Brian Dean, Sheriff, and his team for the OHV presentation at the last Black Hills Regional Multiple Use Coalition meeting.

**HIGHWAY:**

**FUEL QUOTES:** The following fuel quote was submitted as of November 15, 2021: **Deadwood Diesel Blended 50/50 (dyed) 6500 gallons:** (prices per gallon) CBH Cooperative –\$2.944\* **Deadwood Unleaded 4500 gallons:** (prices per gallon) CBH Cooperative –\$3.082\* **Spearfish Diesel #2 (dyed) 3200 gallons:** (prices per gallon) CBH Cooperative –\$2.839\* **Spearfish Unleaded 1000 gallons:** (prices per gallon) CBH Cooperative –\$3.082\* \*Represents accepted quote.

**BID OPENING/WEST OLIVER STREET GRADING AND PAVING/WESTVIEW ROAD MILL AND OVERLAY:** The following bids were received for the West Oliver Street Grading and Paving: Simon Contractors of SD, Inc.-Alternate A-Asphalt-\$734,920.05; Western Construction, Inc.-Alternate A-Asphalt-\$511,979.00; Tru-Form Construction, Inc. Alternate B-Concrete-\$1,092,081.30.

Moved-Seconded (Deibert-Rosenau) to follow the recommendation of the Highway Superintendent and accept the lowest responsible bid for the West Oliver Street Grading and Paving from Western Construction, Inc.-\$511,979.00, to waive any irregularities, and to approve and authorize the Chairman to sign the construction agreement and Notice to Proceed. Motion Carried.

The following bids were received for the Westview Road Mill and Overlay: Simon Contractors of SD, Inc.-\$389,971.40; Sacrison Paving, Inc.-\$306,306.00; Western Construction, Inc.-\$315,228.00.

Moved-Seconded (Rosenau-Sleep) to follow the recommendation of the Highway Superintendent and accept the lowest responsible bid for the Westview Road Mill and Overlay from Sacrison Paving, Inc.-\$306,306.00, to waive any irregularities, and to approve and authorize the Chairman to sign the construction agreement and Notice to Proceed. Motion Carried.

**PERMITS:**

**KSENYCH:** Moved-Seconded (Rosenau-Deibert) to follow the recommendation of Allan Bonnema, Highway Superintendent, and approve the private approach permit for Todd Ksenych to construct a private approach on the south side of Elk Creek Road. Motion Carried.

**GEFFRE:** Moved-Seconded (Ewing-Deibert) to follow the recommendation of Allan Bonnema, Highway Superintendent, and approve the private approach permit for Brock Geffre to construct a private approach on the south side of Centennial Road. Motion Carried.

**KRUTHOFF:** Moved-Seconded (Deibert-Rosenau) to follow the recommendation of Allan Bonnema, Highway Superintendent, and approve the private approach permit for Rick Kruthoff to construct a private approach on the north side of Hillsvie Road. Motion Carried.

**BRIDGE INSPECTION REPORT/BROSZ ENGINEERING:** Doug Wessel and Jason Hanson, Brosz Engineering, presented the 2021 bridge inspection significant findings report. Wessel reported significant findings with structure #41-120-105 and structure #41-250-268. Wessel will put together a proposal for hydraulics for both structures.

**PROJECT UPDATES:** Allan Bonnema, Highway Superintendent, gave an update on the Multi-County Competitive Highway Bridge Program for Structure #41-165-066, located 2.6 miles south of St. Onge, South Dakota, on St. Onge Road over False Bottom Creek and Structure #41-163-053, located on St. Onge Road 1 mile west and 1.3 miles south of St. Onge, South Dakota, over False Bottom Creek. Bonnema stated that the cost to the County for the two bridges will be \$2,013,251.41.

**PLANNING & ZONING:**

**CONDITIONAL USE PERMIT #469/SCHULTES:** A public hearing was held on Conditional Use Permit #469 **APPLICANT:** Troy Schultes **LEGAL DESCRIPTION:** Tract 2A-1, being a part of Lot 2A Lots 1 and 2 of the subdivision of Woodbine Placer M.S. 1208, located in the NE ¼ of Section 24, T5N, R3E **VICINITY LOCATION:** Boulder Canyon/Mattson Lane **SUMMARY:** CUP for the operation of a campground with 4 RV hookups **ZONING:** PF **ACREAGE:** 3.33 acres.

Amber Vogt, Planning & Zoning Administrator, presented her staff report.

Troy Schultes, applicant, was present to answer any questions.

No public input was voiced and the hearing was closed.

Moved-Seconded (Ewing-Sleep) to approve Conditional Use Permit #469 APPLICANT: Troy Schultes LEGAL DESCRIPTION: Tract 2A-1, being a part of Lot 2A Lots 1 and 2 of the subdivision of Woodbine Placer M.S. 1208, located in the NE ¼ of Section 24, T5N, R3E VICINITY LOCATION: Boulder Canyon/Mattson Lane SUMMARY: CUP for the operation of a campground with 4 RV hookups ZONING: PF ACREAGE: 3.33 acres. Motion Carried.

**RECESS:** 9:33 a.m. Moved-Seconded (Deibert-Rosenau) to recess the County Commission meeting and convene as the Board of Adjustment. Motion Carried. At 9:43 a.m., the Chairman called the Commission meeting back to order. See Board of Adjustment minutes for detail.

**FIRE MITIGATION CONTRACTOR:** Moved-Seconded (Deibert-Rosenau) to add Trenton Walters to the fire mitigation plan contractors' list. Motion Carried.

**SUPPLEMENTAL BUDGET:** A Public Hearing was held on Resolution #2021-35 for a Supplemental Budget for Rural Access Infrastructure Fund Rural Access Infrastructure-Prof Serv-\$5,407.50 Emergency Management Fund Emergency Management-Search & Rescue-\$750.00. No public input was voiced and the hearing was closed. Moved-Seconded (Rosenau-Deibert) to approve and adopt the following Resolution #2021-35 for a Supplemental Budget. Motion Carried. RESOLUTION #2021-35 TO ADOPT A SUPPLEMENTAL BUDGET WHEREAS, the County Budget for Lawrence County, South Dakota, for the fiscal year 2021, failed to provide sufficient revenue to enable the County to conduct the indispensable functions of Government, and WHEREAS, the Board of County Commissioners of said County deems it necessary to make a Supplementary Budget, providing for appropriation in the amounts set out below. NOW, THEREFORE, BE IT RESOLVED THAT SAID BOARD, make, approve and adopt a Supplemental Budget for Lawrence County, South Dakota, for the year 2021, and that in said budget there will be and is hereby appropriated the following sum of money, to-wit: RURAL ACCESS INFRASTRUCTURE FUND RURAL ACCESS INFRASTRUCTURE-PROF SERV-\$5,407.50 EMERGENCY MANAGEMENT FUND EMERGENCY MANAGEMENT-SEARCH & RESCUE-\$750.00 The funds for the above amounts are to be provided from unappropriated cash balances and estimated revenue in the designated fund. Be it further RESOLVED that a hearing was held on the 23rd day of November, 2021 at the hour of 9:30 a.m. in the Commissioners' Room in the Administrative Office Building at 90 Sherman Street, Deadwood, Lawrence County, South Dakota, and that said Notice of Hearing was posted according to law, SDCL 7-21-22. IN WITNESS WHEREOF, we have hereunto set our hands and official seal of Lawrence County, this 23rd day of November, 2021. FOR THE BOARD OF COUNTY COMMISSIONERS Richard Sleep, Chairman ATTEST: Brenda McGruder Lawrence County Auditor.

**RURAL SIGN ADDRESSING:** Paul Thomson, Emergency Management Director, reported on the October 23, 2021 meeting held with the fire departments, law enforcement, 911 coordinator and Fire Protection District. Thomson presented recommendations to the board to consider for the implantation of rural addressing. Oz Enderby, Lead Fire Protection District, was present and stated he fully supports the idea. Gerry Bennett, Spearfish Canyon Fire Protection District, was present and stated that approximately 200 rural addressing signs were placed in Spearfish Canyon.

Thomson will follow-up with the respective stakeholders, i.e. various fire districts, county staff, etc., and report back with recommendations.

**EXTENSION UPDATE:**

Michelle May, Butte/Lawrence County Extension was present to give an update on the 4-H Youth Program.

**ITEMS FROM THE PUBLIC:** Gordon D. Phillips, Black Hills Mining Museum, was present to invite the Board to a meeting to inform the public of our ideas and plans to construct a new facility on December 14, 2021 at 7:00 p.m.

The Board received notification from the Department of Agriculture and Natural Resources in reference to Dakota Territory Resource Corps intent to conduct mineral exploration in Section 18; T5N-R3E and Portions of Section 13; T5N-R2E in Lawrence County.

**ITEMS FROM THE COMMISSIONERS:** Commissioner Deibert reported that the next Black Hills Association of County Commissioners/Officials meeting will be held in Dupree on December 10, 2021 at 11:30a.m.

Commissioner Deibert reported that he will be attending the South Dakota Association of County Commissioner executive board meeting in Pierre on December 8-9, 2021.

Commissioner Deibert reported on the Multiple Use Coalition terms of office.

The Board acknowledged a letter from the Crook County Board of Commissioners in reference to Debenham Energy.

Bruce Outka, Deputy State's Attorney, reported on the insurance claim in reference to the spraying claim for Jared Lukens-Black.

**BILLS:** Moved-Seconded (Deibert-Ewing) to approve payment of the following payroll and vouchers listed below for expenditures for insurance, professional services, publications, rentals, supplies, repairs, maintenance, travel, conference fees, utilities, furniture and equipment drawn on the proper funds and various departments. Motion Carried.

**Payroll:** Comm-\$7,042.91; Aud-\$11,557.36; Treas-\$14,779.01; States Atty-\$18,033.66; Pub Def-\$10,489.89; Gen Govt Bldg-\$9,169.58; Equal-\$15,025.02; Rod-\$8,886.49; Vso-\$1,736.20; Ist-\$9,810.26; Sher-\$51,273.51; Jail-\$28,287.87; Coroner-\$1,901.16; 24/7-\$536.14; Emerg Mgnt-\$4,733.61; E911-\$16,118.89; Highway-\$45,721.47; Weed-\$4,215.88; P&Z-\$6,299.58; **Bills:** Thomson, Paul-\$12.84; Lopez, Amber-\$420.05; Schumacher, Dustin-\$482.00; Moser, Douglas-\$74.00; Hamann, Alex-\$74.00; A To Z Shredding-\$22.90; A&B Business,Inc Solutions-\$1,334.81; A&B Welding Supply-\$75.95; Aberdeen Llc-\$16,726.00; Bi Geo Group-\$82.80; Black Hills Chemical-\$2,162.28; Black Hills Energy-\$10,849.00; Brosz Engineering-\$5,407.50; Butler Machinery-\$510.95; Carquest Of Spearfish-\$115.99; Century Business Products-\$268.46; Centurylink-\$87.80; Charm-Tex-\$485.90; Child Support Services-\$352.62; City Of Rapid City-\$1,280.00; Cooks Correctional-\$196.80; Cornelius, Kaylee-\$300.00; Dakota Equipment Rental-\$3,539.44; Dale's Tire & Retread-\$93.95; Dept Of Hlth Lab Services-\$2,110.00; Dept Of The Treasury-\$61,605.24; Diamond Pharmacy-\$473.99; Election Sys & Software-\$1,173.46; Et Sports-\$385.31; Federal Express Corp-\$9.79; Fidler-Isburg Funeral Chapel-\$1,170.00; Floyd's Truck Center-\$63.74; Galls-\$584.84; Gene's Lock Shop-\$124.98; Godfrey's Brake Serv-\$909.87; Great Western Tire Company-\$734.76; Grimm's Pump & Industrial Supply-\$1,610.89; Heisler Hardware-\$21.06; High Plains Business Forms-\$1,074.03; Hilpert & Hale Prof-\$1,344.32; Hollaway Bridge & Culvert-\$40,769.64; Interstate Engineering-\$24,880.14; Janke, Wendy-\$300.00; Kdv-\$262.68; Kiesler's Police Supply-\$138.65; Kimball-Midwest Co-\$509.28; Knecht Home Center-\$849.25; Kosel, Joseph-\$20,425.35; Lawson Products-\$40.60; Lead, City Of-\$54.05; Lincoln County-\$281.40; Mabey, Brooke-\$100.00; Mcgas Propane-\$829.19; Mcleod's Office Supply-\$210.60; Montana Dakota Utilities-\$264.30; Monument Health Network-\$4,704.21; Nalco Company-\$297.70; Nebraska Salt & Grain Co-\$13,910.28; Nelson Law-\$1,042.20; North Central Int'l-\$382.65; North Texas Tollway Authority-\$5.43; Office Depot-\$62.27; Office Of Child & Family Serv-\$13,691.50; Office Of Child Support-\$234.00; Onsolve-\$150.00; PcsO Addiction Treatment Serv-\$226.00; Pennington Co Jail-\$473.28; Pharmchem-\$408.85; Pitney Bowes-\$246.49; Queen City Rocket Lube-\$109.98; Quill-\$617.83; Randy And Sons Welding-\$47.50; Rasmussen Mechanical Serv-\$1,277.32; Root Spring Scraper Co-\$69.34; Sdrs Supplemental Retirement-\$3,180.00; Secretary Of State-\$30.00; Semerad, Sandra-\$62.20; Servall Towel & Linen-\$284.51; Simon North Region-\$22,720.53; Slingsby & Huot Eye Associates-\$166.00; Spearfish Auto Supply-\$165.35; Spearfish Police Dept-\$10,518.60; Staples-\$59.26; State Bar Of South Dakota-\$1,080.00; Sterna, Laura-\$120.00; Sturdevant's Auto Parts-\$119.41; Sunshine Towing & Transport-\$421.00; Sysco Montana-\$3,384.66; The Radar Shop-\$128.00; Transource Truck & Equip-\$126.97; Truenorth Steel-\$41,794.00; Twin City Hardware & Lumber-\$171.76; University Of Louisville-\$1,017.23; Vast Broadband-\$1,819.00; Verizon Wireless-\$106.87; Wells Fargo Business Card-\$7,748.26; Wells Plumbing & Farm Supp-\$1,505.02; Western Communication-\$2,437.81; Western Sd Juvenile Serv-\$20,685.00; White Drug-\$222.97; **Witness & Jurors:** \$801.16.

**ADJOURN:** 10:25 a.m. There being no further business, Chairman Sleep adjourned the meeting. Motion Carried.

---

Date Approved

---

Richard Sleep, Chairperson

ATTEST:

---

Brenda McGruder, Auditor

**LAWRENCE COUNTY BOARD OF ADJUSTMENT – November 23, 2021**

Chairman Richard Sleep called the meeting of the Lawrence County Board of Adjustment to order at 9:33 a.m. on November 23, 2021, in the Administrative Annex Building of the Lawrence County Courthouse located at 90 Sherman Street, Deadwood, SD with Commissioner, Randall Rosenau, Randy Deibert and Robert Ewing present. Commissioner Brandon Flanagan was present by video conferencing (GoToMeeting).

All motions were passed by unanimous vote, by all members present, unless stated otherwise. Roll call voting was used if any member voted in the negative pursuant to SDCL 1-25-1.5.

**DECLARE CONFLICTS:** No conflicts were declared by the Lawrence County Commission sitting as the Board of Adjustment.

**VARIANCE #195/KEITH:** A public hearing was held on Variance #195 APPLICANTS: Mark & Faye Keith LEGAL DESCRIPTION: Lot 29 in Englewood Acres Subdivision, located in Section 16 & 17, T5N, R3E VICINITY LOCATION: Rochford Road SUMMARY: Request for a 19.3’ variance to a 25’ NW side corner setback for a proposed garage and a 19’ variance to the 25’SW side setback for an existing garage. ZONING: A-1 ACREAGE: 6.36 acres.

Amber Vogt, Planning & Zoning Administrator, presented her staff report.

Mark & Faye Keith, applicants, were present to answer any questions.

No public input was voiced and the hearing was closed.

Moved-Seconded (Ewing-Rosenau) to approve, owing to topographical issues with the site, Variance #195 APPLICANTS: Mark & Faye Keith LEGAL DESCRIPTION: Lot 29 in Englewood Acres Subdivision, located in Section 16 & 17, T5N, R3E VICINITY LOCATION: Rochford Road SUMMARY: Request for a 19.3’ variance to a 25’ NW side corner setback for a proposed garage and a 19’ variance to the 25’SW side setback for an existing garage. ZONING: A-1 ACREAGE: 6.36 acres. Motion Carried.

**ADJOURN:** 9:43 a.m. There being no further business it was Moved-Seconded (Deibert-Rosenau) to adjourn the meeting. Motion Carried.

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Richard Sleep, Chairman

ATTEST:

\_\_\_\_\_  
Brenda McGruder, Auditor