

**BOARD OF ECONOMIC DEVELOPMENT
GOED CONFERENCE ROOM, 711 E WELLS AVE, PIERRE, SD
TUESDAY, MARCH 11, 2014 9:30 AM CT**

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**BOARD OF ECONOMIC DEVELOPMENT
GOED CONFERENCE ROOM, 711 E WELLS AVE, SD
TUESDAY, MARCH 11, 2014 – 9:30 AM CT**

REGULAR SESSION AGENDA

9:30 AM

Call To Order, Chairman Jeff Erickson

9:35 AM

Agenda

RECOMMENDED ACTION: Motion to approve Agenda as provided or amended.

Minutes

RECOMMENDED ACTION: Motion to approve Minutes of February 11, 2014, February 19, 2014 and February 26, 2014 as presented.

Tax Abatement Application

RECOMMENDED ACTION: Motion to approve the application for tax abatement as presented.

Planning District Contract

RECOMMENDED ACTION: Motion to approve allowing the Planning Districts to serve as the point of contact for new applications to the EDPP and LIIP.

Economic Development Partnership Program Award Policy for Staff Funding, Training and Equipment Purchases

RECOMMENDED ACTION: Motion to amend the Economic Development Partnership Award Policy for Staff Funding, Training and Equipment Purchases as presented.

Economic Development Partnership Program Award Policy for Revolving Loan Funds

RECOMMENDED ACTION: Motion to amend the Economic Development Partnership Award Policy for Revolving Loan Funds as presented.

Local Infrastructure Improvement Program Award Policy

RECOMMENDED ACTION: Motion to amend the Local Infrastructure Improvement Award Policy as presented.

Special Assets Contract

RECOMMENDED ACTION: Motion to approve the Special Assets Contract as presented.

9:50 AM

Commissioner's Comments

10:00 AM

Executive Session

RECOMMENDED ACTION: Motion to enter into executive session to discuss contract matters and commercial and financial information relating to loan and other assistance applicants.

11:00 AM

Report from Executive Session

RECOMMENDED ACTION: Approve Chairman's report from Executive Session

Other Motions

Arlington Community Development Corporation
Electronic Systems Inc.
Reinvestment Payment Program Applications
B&H Wind, LLC
Economic Development Partnership Program
Heart of the Hills Development Corporation
City of Wagner
Cloud Horse Art Institute
Local Infrastructure Improvement Program
City of Parkston
City of Hartford
Thunder Valley Development Corporation
City of Pierre
Carl V. Carlson Company

Bills

BankWest, Inc.-\$11,000.00
Eide Bailly LLP- \$7,609.27
M A G & T LLP- \$1,314.56
M A G & T LLP- \$1,679.61
M A G & T LLP- \$6,607.80

Notice is further given to persons with disabilities that this meeting is being held in a physical accessible place. Please notify the above mentioned office within 48 hours of the public hearing if you have special needs for which this agency will make the necessary arrangements.

Participation in the meeting can be at GOED at 711 E Wells Ave, Pierre, South Dakota or the GOED office at the Business & Technology Center at 2329 N. Career Avenue, Sioux Falls, SD.

**BOARD OF ECONOMIC DEVELOPMENT
GOED CONFERENCE ROOM, 711 E WELLS AVE, PIERRE, SD
TUESDAY, FEBRUARY 11, 2014 – 5:00 PM CT**

Members Present

Chairman Jeff Erickson, Dale Clement, Tony Klein, Sharon Casey, John Calvin, Tom Burchill, Mike Luken, Greg Heineman, Tim Kessler, Ted Hustead, Don Kettering, Pat Prostrollo, Rob Skjonsberg, Tom Jones, Bruce Rampelberg, Scott Parsley, David Lust

Staff Present

Commissioner Pat Costello, Deputy Commissioner Nathan Lukkes, Kim Easland, Travis Dovre, Ashley Moore, Cherissa Nielson

Other Staff Present

Mandy Kuipers- BankWest, Inc.

Others Present

Bob Mercer

Call to Order

Chairman Erickson called the meeting to order at 4:51 PM.

Agenda

A motion was made by Greg Heineman and seconded by Tim Kessler to approve the agenda as presented.

Motion passed by a voice vote.

Minutes

A motion was made by Tony Klein and seconded by Pat Prostrollo to approve the minutes of the meetings held January 14, 2014 and January 30, 2014 as presented.

Motion passed by a voice vote.

Executive Session

A motion was made by Mike Luken by seconded by Tom Burchill to enter into executive session at 4:52 pm to discuss contract matters and commercial and financial information relating to loan and other assistance to applicants.

Motion passed by a voice vote.

Executive Session Report

The Chairman declared the board out of executive session at 5:40 pm. The Chairman reported that the Board of Economic Development entered into Executive Session to discuss contract matters and commercial and financial information relating to loan and other assistance to applicants.

A motion was made by Tom Burchill and seconded by Tim Kessler to approve the chairman's report from executive session.

Motion passed by a voice vote.

Loan Review

Sioux Falls Development Foundation

A motion was made by Pat Prostrollo and seconded by Tony Klein to approve the loan review as presented

Motion passed by a voice vote.

Old Business

Novita Aurora, LLC

A motion was made by Sharon Casey and seconded by Tom Burchill to approve a 4 month permit extension.

Motion passed by a voice vote

New Business

Showplace Wood Products, Inc.

A motion was made by Greg Heineman and seconded by Ted Husted to approve the loan request from Showplace Wood Products, Inc. in the amount of \$278,100. Secured by a 1st position on the specific equipment related to the project.

The loan is approved according to the terms and conditions of the commitment letter and that all documents may be executed on behalf of the Board by the Commissioner of the Governor's Office of Economic Development or the Commissioner's designee.

Motion passed by a voice vote.

Bills

A motion was made by Dale Clement and seconded by Pat Prostrullo approve the bill payable to BankWest, Inc. in the amount of \$11,000.00 for the January Servicing, May, Adam, Gerdes & Thompson LLP in the amount of \$1,138.03 and \$1,150.00 for Legal Work, Clausen & Rice, LLP in the amount of \$3,000.00 for Accounting Work and City of Howard in the amount of \$1,995.22 for the Howard Building.

Motion passed by a voice vote.

Adjourn

A motion was made by Tony Klein and seconded by Tom Burchill to adjourn the meeting at 5:45 pm.

Motion passed by a voice vote.

Dale Clement, Secretary or
Tony Klein, Treasurer

GRANT COMMITTEE
GOED CONFERENCE ROOM, 711 E WELLS AVE, PIERRE, SD
WEDNESDAY, FEBRUARY 19, 2014 – 4:00 PM CT

Members Present

Acting Chairman Jeff Erickson, Sharon Casey, Mike Luken, Greg Heineman, Ted Husted and Bruce Rampelberg

Staff Present

Deputy Commissioner Nathan Lukkes, Kim Easland, Travis Dovre, Ashley Moore, Cherissa Nielson, Dave Anderson, Steve Watson

Call to Order

Chairman Erickson called the meeting to order at 4:01 pm.

Agenda

A motion was made by Sharon Casey and seconded by Mike Luken to approve the agenda as presented.

Motion passed by a roll call vote.

Economic Development Partnership Program Award Policy for Staff Funding, Training and Equipment Purchases

A motion was made by Greg Heineman and seconded by Sharon Casey to amend the Economic Development Partnership Program Award Policy for Staff Funding, Training and Equipment Purchases as presented.

Motion passed by a roll call vote

Economic Development Partnership Program Award Policy for Revolving Loan Funds

A motion was made by Ted Husted and seconded by Greg Heineman to amend the Economic Development Partnership Program Award Policy for Revolving Loan Funds as presented.

Motion passed by a roll call vote

Local Infrastructure Improvement Program Award Policy

A motion was made by Mike Luken and seconded by Sharon Casey to amend the Local Infrastructure Improvement Program Award Policy as presented.

Motion passed by a roll call vote

Executive Session

A motion was made by Greg Heineman and seconded by Ted Husted to enter into executive session at 4:11 pm to discuss contract matters and commercial and financial information relating to loan and other assistance to applicants.

Motion passed by a roll call vote.

Executive Session Report

The Chairman declared the board out of executive session at 5:00 pm. The Chairman reported that the Board of Economic Development entered into Executive Session to discuss commercial and financial information relating to loan and other assistance to applicants.

A motion was made by Mike Luken and seconded by Ted Husted to approve the chairman's report from executive session.
Motion passed by a roll call vote.

Old Business

Arlington Community Development Corporation

Grant Committee recommends to the Board approving as recommended by staff.

Arlington Community Development Corporation

A motion was made by Ted Husted and seconded by Greg Heineman to approve an amendment to the Economic Development Partnership grant award to the Arlington Community Development Corporation in the amount of \$55,000 for a revised budget
Motion passed by a roll call vote.

New Business

Economic Development Partnership Program Grant Applications

Heart of the Hills Development Corporation and City of Wagner

Grant Committee recommends to the Board approving as recommended by staff.

Heart of the Hills Development Corporation

Approve an Economic Development Partnership grant award to the Heart of the Hills Development Corporation in the amount of \$10,000, to be granted in accordance with the board's Economic Development Partnership Award Policy for Staff Funding.

City of Wagner

Approve an Economic Development Partnership grant award to the City of Wagner in the amount of \$40,000, to be granted in accordance with the board's Economic Development Partnership Award Policy for Staff Funding. The Grant Agreement will require board contingencies as approved

A motion was made by Greg Heineman and seconded by Sharon Casey.
Motion passed by a roll call vote.

Cloud Horse Art Institute

Grant Committee recommends to the Board denying as recommended by staff.

Cloud Horse Art Institute

A motion was made by Greg Heineman and seconded by Ted Husted to deny the application of Cloud Horse Art Institute for an Economic Development Partnership grant in the amount of \$100,000.
Motion passed by a roll call vote.

Local Infrastructure Improvement Program Grant Applications

City of Parkston

Grant Committee recommends to the Board approving as recommended by staff

City of Parkston

A motion was made by Sharon Casey and seconded by Ted Husted to approve a Local Infrastructure Improvement grant award to the City of Parkston in the amount of \$143,000, to be granted in accordance with the board's Local Infrastructure Improvement Award Policy.

Motion passed by a roll call vote.

Thunder Valley Development Corporation, City of Pierre and City of Hartford

Grant Committee recommends to the Board denying as recommended by staff.

Thunder Valley Development Corporation

Deny the application of the Thunder Valley Development Corporation for Local Infrastructure Improvement grant award in the amount \$452,500.

City of Pierre

Deny the application of the City of Pierre for Local Infrastructure Improvement grant award in the amount \$354,258.

City of Hartford

Deny the application of the City of Hartford for Local Infrastructure Improvement grant award in the amount of \$390,000.

A motion was made by Greg Heineman and seconded by Mike Luken.

Motion passed by a roll call vote.

Adjourn

A motion was made by Mike Luken and seconded by Sharon Casey to adjourn the meeting at 5:06 pm.

Motion passed by a roll call vote.

Dale Clement, Secretary or
Tony Klein, Treasurer

CREDIT COMMITTEE
GOED CONFERENCE ROOM, 711 E WELLS AVE, PIERRE, SD
FEBRUARY 26, 2014 – 2:00 PM CT

Members Present

Chairman Jeff Erickson, Dale Clement, Don Kettering, Pat Prostrollo

Staff Present

Kim Easland, Travis Dovre, Ashley Moore

Other Staff Present

Mandy Kuipers - BankWest, Inc.

Call to Order

Chairman Erickson called the meeting to order at 2:04 pm.

Agenda

A motion was made by Don Kettering and seconded by Dale Clement to approve the agenda as presented.

Motion passed by a roll call vote.

Executive Session

A motion was made by Pat Prostrollo and seconded by Dale Clement to enter into executive session at 2:05 pm to discuss contract matters and commercial and financial information relating to loan and other assistance to applicants.

Motion passed by a roll call vote.

Executive Session Report

The Chairman declared the Credit Committee out of executive session at 2:25 pm. The Chairman reported that the Board of Economic Development Credit Committee entered into Executive Session to discuss contract matters and commercial and financial information relating to loan and other assistance to applicants.

A motion was made by Pat Prostrollo and seconded by Don Kettering to approve the chairman's report from executive session.

Motion passed by a roll call vote.

New Business

Carl V. Carlson Company

Credit Committee recommends to the Board approving the application as discussed.

A motion was made by Don Kettering and seconded by Dale Clement.

Motion passed by a roll call vote.

Adjourn

A motion was made by Dale Clement and seconded by Pat Prostrollo to adjourn the meeting at 2:30 pm.

Motion passed by a roll call vote

Dale Clement, Secretary or
Tony Klein, Treasurer

MEMORANDUM

TO: Board of Economic Development
FROM: Travis Dovre
RE: Tax Abatement
DATE: March 11, 2014

As we continue to wrap up loose ends from the sale of the Howard building, BED needs to formally apply to the City of Howard and Miner County for property tax abatement for the period of time we were in possession of the property. The application is attached. Once approved by the city, the application will be slightly modified for submission to the county.

BED was billed for the entire 2013 property taxes with \$16,378.60 being BED's share. Approval of the abatement by the city and county will reduce this to approximately \$2,243.64 which represents the 50 days in 2013 prior to BED taking possession of the building.

Recommendation

Approve the application for tax abatement.

CITY OF HOWARD, SOUTH DAKOTA
VERIFIED APPLICATION FOR ABATEMENT
(SDCL Ch. 10-18)

1. The real property which is the subject of this Application is a 74.98% interest in the following described real estate located in Howard, Miner County, South Dakota (the "Real Property"):

Howard City-Industrial Park, Lots 2 & 3, Blk 2.

2. During the period February 19, 2013, to December 30, 2013, the Real Property was jointly owned by Heartland Consumers Power District ("Heartland") and the South Dakota Board of Economic Development ("BED"). During that time, BED owned a 74.98% interest in the Real Property. A copy of the deed in lieu of foreclosure conveying the property to Heartland and BED is attached hereto as Exhibit "A" and incorporated herein by this reference.

3. BED is an instrumentality of the State of South Dakota. SDCL 1-16G-1. BED is authorized by law to take title to real estate securing loans made by it. SDCL 1-16G-2. The Real Estate secured a loan made by BED and BED took title to it under the provisions of SDCL 1-16G-2 and 1-16G-1.1(7).

4. Because BED is an instrumentality of the State of South Dakota, real property owned by it is exempt from real property taxes. SD Const. Art. XI, Sec. 5. This provision of the Constitution is self-executing; no action beyond BED taking title was or is required for the Real Estate to be deemed tax-exempt. Petition of CM Corp., 334 NW2d 675 (SD 1983).

5. BED is entitled to a determination that BED's 74.98% interest in the Real Estate was exempt from taxation during the time BED held title (February 19, 2013, to December 30, 2013). SDCL 10-18-1(3).

6. The undersigned is the duly-appointed and acting Treasurer of BED. The undersigned was authorized by BED on March __, 2014, to file this Application and an Application with the Miner County Board of Commissioners.

Dated this ____ day of March, 2014.

SOUTH DAKOTA BOARD OF ECONOMIC DEVELOPMENT

BY: _____
TONY KLEIN

ITS: Treasurer

State of South Dakota)
)ss
County of Hughes)

Tony Klein, being duly sworn on oath, deposes and says that he is the party above-named; that he has read the within instrument and knows the contents thereof, and that the same is true of his own knowledge.

TONY KLEIN

Subscribed and sworn to before me this _____ day of March, 2014.

Notary Public

(SEAL)

Notary Print Name:
My Commission Expires:

MINER COUNTY TREASURER

Official Real Estate Tax Notice
 PO BOX 426 * HOWARD SD 57349-0426
 (605) 772-4652

2013 - 3774

2013 TAXES DUE AND PAYABLE IN 2014

Legal:

Sch: 48-3 S/T/R: 2 2 Acres/Lots: 6.41
 HOWARD CITY ACRE PROP SE 1/4 3-106-56
 LOTS 2 & 3 2 INDUSTRIAL PARK HOWARD CITY

Record#: 4693

**Taxes In
 Name Of**

HEARTLAND CONSUMERS POWER DIST
 SD BOARD OF ECONOMIC DEVELOPMENT (BED)
 700 EAST WELLS AVE
 PIERRE SD 57501-

First Half	10,919.07
Second Half	10,919.07
TOTAL	21,838.14

Taxes Totalling \$50.00 or less must be paid in full by April 30th.
 Please see reverse side for important information.

TAXING DISTRICT	ASSESSED VALUE	TAXABLE VALUE	TAX PER \$1,000	TOTAL
COUNTY TAX	824,646	741,357	5.052	3,745.33
HOWARD SCHOOL DISTRICT Non-Ag	824,646	741,357	12.789	9,481.21
HOWARD CITY	824,646	741,357	11.587	8,590.10
EAST DAKOTA WATER	824,646	741,357	0.029	21.50

My understanding is that SD Board of Economic Development + Heartland Consumers share the taxes on this property 75% and 25% respectively. Based on this information, I have figured each party's share of each 1/2 tax. If you have any questions, please call

1st 1/2 due before May 1st 2nd 1/2 due before Nov 1st
 SDBED = 8189.30 SDBED = 8189.30
 Heartland = 2729.77 Heartland = 2729.77

I will not issue a receipt until I have both payments. If one party is late, they will pay interest on the whole amount, not just their share. If both parties are late, they will share the interest accordingly.

NA: 21838.14

TOTAL: 21,838.14

* Indicates a local decision to opt out of the Tax Freeze. If the local vote to increase taxes had not passed, your taxes would not have included the items marked with an asterisk (*).

⬇ Please detach stubs and return with your payment ⬇

⬇ Please detach stubs and return with your payment ⬇

MINER

-FIRST PAYMENT-

Record #
4693

MINER

-SECOND PAYMENT-

Record #
4693

TAX BILL NO.	AMOUNT DUE
2013- 3774	10,919.07

DELINQUENT AFTER APRIL 30th

SD BOARD OF ECONOMIC DEVELOPMENT (BED)

TAX BILL NO.	AMOUNT DUE
2013- 3774	10,919.07

DELINQUENT AFTER OCTOBER 31st

SD BOARD OF ECONOMIC DEVELOPMENT (BED)

Easland, Kim

From: Easland, Kim
Sent: Friday, February 14, 2014 11:38 AM
To: 'Todd Kays'; Lynne Keller Forbes (lynne@secog.org); districtiii@districtiii.org; 'eric@necog.org'; ' Marlene Knutson'; bemerson@tie.net
Cc: Easland, Kim; Dovre, Travis; Nielson, Cherissa; Anderson, David
Subject: Contract 2014 - District III.doc
Attachments: Contract 2014 - District III.doc
Importance: High

Thank you all for your time today! We are excited that you are all on board to explore the option of adding the Economic Development Partnership Program Applications as well as the Local Infrastructure Applications under your scope. As we reviewed the current contract that is attached, at this time I don't think we need to amend anything as the scope would fall under (K). However, what we propose is that we set up a training in March, hoping to coincide with the DENR BWNR meeting at end of March here in Pierre. The training would include binders for attendees with all the relevant information on each program as well as information requested today on the call. We would then remove the applications from our website and put the planning district map and contact information in place of those. We would do a trial run for the April 30th deadline on applications that are presented at our June meeting. This all falls under the timeframe of the existing contracts which are renewed each July. After the April round, there are additional needs/resources, we can review that with the renewal of the contracts at some point in June.

Please send us any feedback you would have, as we propose to bounce this off our grant committee next week. Thanks!

STATE OF SOUTH DAKOTA
CONSULTING CONTRACT

AGREEMENT made and entered into this ___ day of July, 2013 by and between the Governor's Office of Economic Development, a state agency, of 711 E Wells Ave., Pierre, SD 57501, (the "State") and Planning & Development (the "Consultant").

The State hereby enters into this Agreement for services with Consultant in consideration of and pursuant to the terms and conditions set forth herein.

1. The Consultant agrees to provide technical assistance for economic and community development projects in their service area. The Consultant shall submit a report to the Commissioner of the Governor's Office of Economic Development quarterly, outlining the activities performed. Such report shall describe each local entity assisted, the type of assistance given, amount of leveraged funds, and the results/outcomes of such assistance. No Community Development Block Grant (CDBG) projects will be included.

The Consultant agrees to complete the following:

- A. Submit a plan outlining intended use of funds and other projects for the purpose of economic and community development.
- B. Collaborate with GOED on the FY 2014 survey instrument and output needs, and work with GOED to schedule and host joint Regional Meetings in FY 2014 for the purpose of reviewing survey findings and soliciting input regarding economic development priorities within the regions and individual communities.
- C. Planning District will prioritize "Top 5" issues/needs from 2013 Survey Results.
- D. Collaborate with GOED on drafting an "Economic Development Component" to incorporate into the Planning Districts' Comprehensive Plan Outline.
- E. Plan and Host, in conjunction with GOED and its partners, two additional follow-up Regional Meetings/Trainings in FY 2014 tailored to the Planning Districts' previously identified "Top 5" issues/needs.
- F. Have at least two district CDBG staff attend all Consolidated Plan public hearings.
- G. All staff that work on CDBG projects must attend CDBG training sessions.
- H. Complete CDBG Final Close-Out on all year 2009 and prior CDBG projects by June 30, 2014. Special circumstances may exist on particular projects that must be discussed on an individual basis with State CDBG staff.
- I. District directors must participate in telephone conference calls to discuss their district's CDBG administration performance.
- J. Report activities/projects related to economic and community development.
- K. Assist in other economic and community development activities as requested by the Governor's Office of Economic Development.
- L. Complete all CDBG Applications and program requirements for local governments in their district. This will include CDBG applications, public hearings, initial requirements, environmental reviews, close-outs and all other pertinent or applicable CDBG regulations. The administration fee will be:

\$74,999 and below—10 % of the CDBG award with a minimum of \$1,000
\$75,000 to \$250,000 of CDBG awarded funds - \$7,500
\$250,001 and above – 3% of the CDBG award to a maximum of \$15,000

M. Fees will be held at the discretion of the Governor's Office of Economic Development if pertinent documentation and information has not been provided.

2. The Consultant's services under this Agreement shall commence on July 1, 2013 and end on June 30, 2014 unless sooner terminated pursuant to the terms hereof.

3. The Consultant will not use State equipment, supplies or facilities. The Consultant will provide the State with its Employer Identification Number, or Federal Tax Identification Number, or Social Security Number upon execution of this Agreement.

4. The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$25,000.00. The State will make a payment of \$10,000 after the district's plan on their intended use of funds has been submitted. Planning Districts must submit quarterly reports to GOED. The remaining balance (\$15,000) may be drawn down proportionately with the quarterly reports (\$3,750 per quarter). Quarterly reports will be submitted as work is completed relating to economic and community development. Funding approval will be GOED's sole discretion.

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

6. The Consultant, at all times during the term of this Agreement, shall obtain and maintain in force applicable insurance coverage of the types as follows:

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

B. Business Automobile Liability Insurance: The Consultant shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

C. Worker's Compensation Insurance: The Consultant shall procure and maintain workers' compensation and employers' insurance as required by South Dakota law.

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

7. While performing services hereunder, the Consultant is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

8. Consultant agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Consultant or the State to liability. Consultant shall report any such event to the State immediately upon discovery.

Consultant's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Consultant's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Consultant to report any event to law enforcement or other entities under the requirements of any applicable law.

9. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Consultant breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Consultant at the time of termination may be adjusted to cover any additional costs to the State because of Consultant's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Consultant it is determined that Consultant was not at fault, then the Consultant shall be paid for eligible services rendered and expenses incurred up to the date of termination.

No party shall be liable for a delay in performance or failure to perform its obligations under this Agreement if such delay or failure is due to acts of God or any other event beyond the control of the parties, including, without limitations, fire, explosion, weather, disease, war, insurrection, civil strife, riots, government action or power failure, provided, however, that the party who is unable to perform resumes performance as soon as possible following the end of the event causing the delay.

10. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

11. This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

13. The Consultant will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

14. The Consultant may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Consultant will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

15. Consultant hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Consultant in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Consultant without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.

16. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to Kim Easland, on behalf of the State, and by Greg Henderson, on behalf of the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

17. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

18. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

STATE

CONSULTANT

BY: _____

BY: _____

Pat Costello
Commissioner
Governor's Office of Economic Development

Planning & Development District

-State Agency Coding (MSA Center) 1st payment - 2005-0105123006 (40%) \$10,000.
Quarterly payments of \$3,750 - 3016-0105140519 (60%) \$15,000.

-Object/sub object MSA account to which voucher will be coded 52060400.
-Name and phone number of contact person in State Agency who can provide additional information regarding this contract Kim Easland (605-773-3301).

Economic Development Partnership Program Award Policy for Staff Funding & Equipment Purchases

Award Requirements

- Applicants must provide a 1:1 match for EDPP grant over a 4 year period
- Prior to receiving the subsequent year's funding, applicant must show they've completed tasks for the previous year
- Annual tasks are outlined below

Grant Award Breakout

- Wages - \$
- Benefits - \$
- Equipment - \$
- Travel - \$
- **Total - \$**

4 Year Disbursement Chart

40% 1st Year – Total: \$
30% 2nd Year – Total: \$
20% 3rd Year – Total: \$
10% 4th Year – Total: \$

Year One (40% of grant awarded)

- Attend Economic Development Overview
- Community Assessment
- Economic Development Engagement*
- Approved Budget for Year 2 & Minutes showing the Budget has been approved

Year Two (30% of grant awarded)

- Develop & Implement Annual Business Retention & Expansion Plan
- Economic Development Engagement*
- Approved Budget for Year 3 & Minutes showing the Budget has been approved

Year Three (20% of grant awarded)

- Execute Annual Business Retention & Expansion Plan
- Inventory of Available Buildings & Sites
- Pursue Certified Ready Sites Application as applicable
- Economic Development Engagement*
- Re-evaluation of Community Assessment
- Approved Budget for Year 4 & Minutes showing the Budget has been approved

02/12/2014

Year Four (10% of grant awarded)

- Execute Annual Business Retention & Expansion Plan
- Develop Annual Action Plan, Ongoing EDC Budget & Community Assessment
- Economic Development Engagement*

**EDC Director must remain actively engaged in local, regional and statewide economic development during the course of this award, to include attending the GOED annual conference and applicable regional planning district meetings.*

X _____

Date: _____

02/12/2014

**Economic Development Partnership Program Award Policy for
Training**

Award Requirements

- Applicants must provide a 1:1 match for Economic Development Partnership grant.

- Applicants must provide the following required documentation within 60 days of completing the training:
 - Receipt of proof of matching funds
 - Receipt of Registration for Training
 - Copy of Certificate of Course Completion

X _____

Date: _____

F

E

12/27/2013

**Economic Development Partnership Program Award Policy for
Revolving Loan Funds**

Award Requirements

- Applicants must provide a 1:1 match for Economic Development Partnership grant.
- Funds will be disbursed upon:
 - Receipt of proof of matching funds
 - Receipt of Revolving Loan Fund Policies and Procedures Manual, which shall include the Underwriting Criteria and program guidelines for the new Revolving Loan Fund

Annual Reporting

- Annual report containing:
 - Total loan volume approved
 - Outside dollars leveraged
 - Total FTE's created with the project
 - Total Project Costs

**EDC Director must remain actively engaged in local, regional and statewide economic development during the course of this award, to include attending the GOED annual conference*

X _____

Date: _____

Local Infrastructure Improvement Program Award Policy

Award Requirements

- Submit the following to GOED:
 - Funding commitments from all project sources
 - Notice to Proceed
 - Minutes from the Respective Authority Approving the Project and the Project's Budget
 - Notice of Award to Contractor

Disbursement of Funds

- GOED will disburse 75% of the award upon receipt of the items listed above
- The final disbursement of 25% will be advanced upon receipt of:
 - Expenditure reports and contractors affidavits showing the first advance fully expended also showing the match fully expended.
 - Copy (Front & Back) of check issued to the Contractor showing proof the check was cashed or, if applicable, a copy of the bank statement evidencing the transfer of funds electronically.

Project Completion Report

- Awardee shall submit a report upon completion of the project to include the total project costs and a copy of the certificate of occupancy if applicable

X _____

Date: _____

GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT
STATE OF SOUTH DAKOTA
CONSULTING CONTRACT

AGREEMENT made and entered into this ____ day of April, 2014, by and between The State of South Dakota, Governor's Office of Economic Development, a state agency, 711 E. Wells Ave., Pierre, SD 57501, (the "State") and DAKA Group, LLC, 5000 S Pennbrooke Avenue, Sioux Falls SD 57108(the "Consultant").

The State hereby enters into this Agreement for services with Consultant in consideration of and pursuant to the terms and conditions set forth herein.

1. The Consultant will assist GOED with credit liquidations, credit workouts and all processes involved with the collection process to include but not limited to: lender meetings, travel to borrowers facility for site and monitoring visits, monthly status updates to the respective boards on borrowers. Upon event of liquidation, securing our collateral and coordinating sales activities with lenders, landlords and other parties involved. Also, compiling any information to complete the liquidation processes and all related activities.
2. The Consultant's services under this Agreement shall commence on April 15th, 2014 and end on April 15th, 2015, unless renewed or sooner terminated pursuant to the terms hereof.
3. The Consultant will be allowed to access relevant GOED credit files in person or through an offsite user computer log in for all credit analysis programs required to complete the Consultant's duties and responsibilities under this Contract. The Consultant shall maintain all borrower information in strict confidence and will at all times be bound by and comply with SDCL 1-16G-11 (copy attached).
4. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$45,000.00 per year and is based on \$75.00 per hour not to exceed 600 hours billed. Consultant shall submit detailed invoices for payment to the State on a bi-monthly basis, which invoices shall describe in reasonable detail the Services performed during the applicable time period, the amount of time incurred for each task, and the total amount of compensation requested. Consultant shall pay all of Consultant's own expenses incurred in performing the Services hereunder, except that the State will reimburse consultant for hotel expenses incurred by Consultant in performing services on behalf of the State, which expenses shall not be incurred without the prior oral or written approval from the State. The State agrees to pay each invoice within up to 30 days after it receives such invoice from Consultant. Notwithstanding the foregoing, the maximum amount of compensation for hourly services and expenses under this agreement shall be \$45,000.
5. The Consultant agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
6. The Consultant, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance: The Consultant shall maintain adequate commercial general liability insurance or equivalent form with a limit of not less than \$300,000 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Business Automobile Liability Insurance: The Consultant shall maintain adequate business automobile liability insurance.

C. Worker's Compensation Insurance: The Consultant shall procure and maintain workers' compensation and employers' insurance as required by South Dakota law.

Before beginning work under this Agreement, the Consultant shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the State. The Consultant shall furnish copies of insurance policies if requested by the State.

7. While performing services hereunder, the Consultant is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

8. Consultant agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Consultant or the State to liability. Consultant shall report any such event to the State immediately upon discovery.

Consultant's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Consultant's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Consultant to report any event to law enforcement or other entities under the requirements of any applicable law.

9. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Consultant breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Consultant at the time of termination may be adjusted to cover any additional costs to the State because of Consultant's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Consultant it is determined that Consultant was not at fault, then the Consultant shall be paid for eligible services rendered and expenses incurred up to the date of termination.

10. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State.

Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

11. This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

13. The Consultant will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

14. The Consultant may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Consultant will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

15. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to Pat Costello on behalf of the State, and by Mike Snyders, on behalf of the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

16. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

17. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

STATE

CONSULTANT

BY: _____

BY: _____

DATE: _____

DATE: _____

State Agency Coding (MSA Center): 0105112520

State Agency MSA Company for which contract will be paid: 6510

Object/Subject MSA account to which voucher will be coded: 52041300

Name and Phone number of contact person in State Agency who can provide additional information regarding this contract: Kim Easland 605-773-5195

**Board of Economic Development
March 11, 2014**

BILLS REQUIRING APPROVAL FOR PAYMENT

Company	Amount	Regarding
BankWest, Inc.	\$11,000.00	REDI Fund Servicing – February
Eide Bailly LLP	\$7,609.27	Audit Work
M A G & T LLP	\$1,314.56	Legal Work- 8.80 hours
M A G & T LLP	\$1,679.61	Legal Work- 9.40 hours
M A G & T LLP	\$6,607.80	Legal Work- Marmen

Grand Total: \$28,211.24



STATEMENT

February 26, 2014

Board of Economic Development
Governor's Office of Economic Development
711 East Wells Avenue
Pierre, South Dakota 57501-3369

RE: REDI Fund Loan Servicing

Ending February 2014 (Based on average balance of \$42,229,750.29)	\$ 9501.69
Contract monthly minimum	\$11,000.00
Total Due	<u>\$ 11,000.00</u>

Please remit to: BankWest, Inc.
PO Box 998
Pierre, SD 57501

Attn: Mandy Kuipers

Eide Bailly Invoice E100113773

Based on FY10 - FY13 Expenditures

Finance Division	\$	60,917,577	61%	\$	7,609.27
Ethanol	\$	834,412	2%	\$	249.42
Future Fund	\$	38,086,032	37%	\$	4,612.19
	\$	99,838,021	100%	\$	12,470.86



CPAs & BUSINESS ADVISORS

INVOICE

SD Governor's Office of Economic Development
Attn: J. Pat Costello
711 E Wells Ave
Pierre, SD 57501

Invoice #: EI00113773
Client #: 123638
Current Balance Due: \$12,470.86

Please return top portion with payment

Fee for Internal Controls Examination	11,000.00
Out of Pocket Expenses	
Breakfast PD	42.00 ✓
Lunch PD	66.00 ✓
Supper PD	115.00 ✓
Lodging	634.83 ✓
Mileage	613.03 ✓

Invoice Total

\$ 12,470.86

*KOE
2-13-14*

Date: 02/12/14

Client #: 123638

Invoice #: EI00113773

**Please Remit To:
Eide Bailly LLP**

200 E. 10th St., Ste. 500 | P.O. Box 5125 | Sioux Falls, SD 57117-5125
T 605.339.1999 | F 605.339.1306

Monthly 1.0% Finance Charge Accrued on Balances Over 30 Days Past Due

Governor's Office of Economic Development
Internal Controls Examination

Internal Controls Examination Fee			<u>\$11,000.00</u>
Total			\$11,000.00
Out of Pocket Expenses			
A Schroeder	12/2/2013	Lodging	\$249.91
A Schroeder	12/9/2013	Supper PD	\$23.00
A Schroeder	12/10/2013	Lunch PD	\$11.00
A Schroeder	12/10/2013	Breakfast PD	\$7.00
A Schroeder	12/11/2013	Lunch PD	\$11.00
A Schroeder	12/11/2013	Breakfast PD	\$7.00
J Olson	12/11/2013	Supper PD (for 10th and 11th)	\$46.00
J Olson	12/11/2013	Lunch PD (for 10th and 11th)	\$22.00
J Olson	12/11/2013	Breakfast PD (for 10th and 11th)	\$14.00
J Olson	12/12/2013	Lodging (1/2 of lodging bill)	\$126.77
J Olson	12/12/2013	Mileage	\$361.60
L Johnson	12/12/2013	Lunch PD (2 days)	\$22.00
L Johnson	12/12/2013	Breakfast PD (2 days)	\$14.00
L Johnson	12/12/2013	Mileage	\$251.43
L Johnson	12/12/2013	Lodging	\$258.15
L Johnson	12/15/2013	Supper PD (2 days)	\$46.00
Total			\$1,470.86
Grand Total			\$12,470.86



80

02-07-14

Alex Schroeder
1531 30th Ave S
Fargo ND 58103-5928
US

Folio No. : **129070**
 A/R Number :
 Group Code :
 Company :
 Membership No. : **PC 437427526**
 Invoice No. :

Room No. : **321**
 Arrival : **12-09-13**
 Departure : **12-12-13**
 Conf. No. : **66191982**
 Rate Code : **IDSMT**
 Page No. : **1 of 1**

Date	Description	Charges	Credits	
2-09-13	Deposit Transfer at Check-In		374.87	
2-09-13	*Accommodation	109.99		
2-09-13	City Tax	3.30		
2-09-13	Tourism Tax	1.65		
2-09-13	State Tax	4.40		
2-09-13	Occupancy Tax	2.00		
2-10-13	*Accommodation	109.99		
2-10-13	City Tax	3.30		
2-10-13	Tourism Tax	1.65		
2-10-13	State Tax	4.40		
2-10-13	Occupancy Tax	2.00		
2-11-13	*Accommodation	119.99		
2-11-13	City Tax	3.60		
2-11-13	Tourism Tax	1.80		
2-11-13	State Tax	4.80		
2-11-13	Occupancy Tax	2.00		
<p>Thank you for staying at Holiday Inn Express Hotel & Suites Fort Pierre. Qualifying points for this stay will automatically be credited to your account. To make additional reservations online, update your account information or view your statement please visit www.loyaltyclub.com. We look forward to welcoming you back soon.</p>		Total	374.87	374.87
		Balance	0.00	

249.91
 60810
 124.96
 8000
 1042
 2-13-14

Guest Signature: _____

I have received the goods and / or services in the amount shown hereon. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If I have used a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Holiday Inn Express Hotel & Suites
 P.O.Box 1207
 110 E. Stanley Rd
 Fort Pierre, SD 57532
 Telephone: (605) 223-9045 Fax: (605) 223-2775



12-12-13

Elizabeth Johnson 3632 Polk St S Fargo ND 58104-7592 US	Folio No. :	Room No. : 208
	A/R Number :	Arrival : 12-09-13
	Group Code :	Departure : 12-12-13
	Company : American Express Rate	Conf. No. : 66132362
	Membership No. : PC 517518501	Rate Code : ILXPA
	Invoice No. :	Page No. : 1 of 1

Date	Description	Charges	Credits
12-09-13	*Accommodation	114.99	
12-09-13	City Tax	3.45	
12-09-13	Tourism Tax	1.72	
12-09-13	State Tax	4.60	
12-09-13	Occupancy Tax	2.00	
12-10-13	*Accommodation	114.99	
12-10-13	City Tax	3.45	
12-10-13	Tourism Tax	1.72	
12-10-13	State Tax	4.60	
12-10-13	Occupancy Tax	2.00	
12-11-13	*Accommodation	124.99	
12-11-13	City Tax	3.75	
12-11-13	Tourism Tax	1.87	
12-11-13	State Tax	5.00	
12-11-13	Occupancy Tax	2.00	

Thank you for staying at Holiday Inn Express Hotel & Suites Fort Pierre. Qualifying points for this stay will automatically be credited to your account. To make additional reservations online, update your account information or view your statement please visit www.priorityclub.com. We look forward to welcoming you back soon.

Total	391.13	0.00
Balance	391.13	

258.15
 90.00
 132.98
 5000
 1000
 2-13-14

Guest Signature: _____

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.



80 12-12-13

n Olson	Folio No	129066	Room No	227
Fox Run	A/R Number		Arrival	12-10-13
Copee MN 55379-2225	Group Code		Departure	12-12-13
	Company		Conf No.	66194490
	Membership No.	NW 920541646	Rate Code	IDSMT
	Invoice No.		Page No.	1 of 1

Debit	Description	Charges	Credits
			253.53
0-13	Deposit Transfer at Check-In	109.99	
0-13	*Accommodation	3.30	
0-13	City Tax	1.65	
0-13	Tourism Tax	4.40	
0-13	State Tax	2.00	
0-13	Occupancy Tax	119.99	
1-13	*Accommodation	3.60	
1-13	City Tax	1.80	
1-13	Tourism Tax	4.80	
1-13	State Tax	2.00	
1-13	Occupancy Tax		
	Total	253.53	253.53
	Balance	0.00	

Thank you for staying at Holiday Inn Express Hotel & Suites Fort Pierre. Qualifying points for this stay will automatically be credited to your account. To make additional reservations online, update your account information or view your statement please visit www.ihg.com. We look forward to welcoming you back soon.

Guest Signature: _____

I have received the goods and / or services in the amount shown hereon. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

126.76 1/2 500c
126.76 1/2 KD ED
1682
2-13-14

Holiday Inn Express Hotel & Suites
 P.O. Box 1207
 110 E. Stanley Rd
 Fort Pierre, SD 57532
 Telephone: (605) 223-9045 Fax: (605) 223-2775