

SOUTH DAKOTA GAME, FISH AND PARKS  
 DECEMBER 2022 COMMISSION BOOK  
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# COMMISSION AGENDA

## South Dakota Game, Fish and Parks Commission

December 8-9, 2022

RedRossa | Pierre, SD

### General Meeting Information

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This meeting will be held in person, via zoom/conference call, and Livestream. Listen to the meeting beginning at 1:00 p.m. CST via Livestream at <https://www.sd.net/remotel1/> or join via zoom by clicking on the link below. Depending on your application, you may be required to enter the meeting ID and password. Remember to **enter your display name and mute your microphone**. To help keep background noise and distractions to a minimum, make sure you **mute your microphone and turn off your video** when you are not speaking.

**THURSDAY – December 8, 2022, at 1 pm CST / 12 pm MT and FRIDAY – December 9, 2022, at 8 am CST / 7 am MT**

Zoom Meeting Link <https://state-sd.zoom.us/j/93912915359?pwd=RDVwK3B2eEk1b2w1dWxzNEhZNzNBUT09>

or join via conference call Dial 1 669 444 9171 Meeting ID: 939 1291 5359 Passcode: 9502333

**Public Input:** To provide comments, join the meeting in person, via zoom, or via conference call per the info above. To conduct the public hearing and/or open forum as efficiently as possible, we ask those wishing to testify to **register by 1:00 pm CST the day of the meeting by email to [Liz.Kierl@state.sd.us](mailto:Liz.Kierl@state.sd.us)**. Testifiers should provide their full names, whom they represent, their city of residence, and which proposed topic they will address.

**Written comments** can be submitted at <https://gfp.sd.gov/forms/positions/>. To be included in the public record, comments must include the complete name and city of residence and meet the **submission deadline of seventy-two hours before the meeting (not including the day of the meeting)**.

Call meeting to order at 1:00 pm CST / 12:00 pm MT

### Division of Administration

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#### Action Items

1. Conflict of Interest Disclosure
2. Approve Minutes of the November 2022 Meeting available at <https://gfp.sd.gov/commission/archives/>
3. Additional Commissioner Salary Days
4. License Request

#### Information Items

5. South Dakota Go Outdoors Update
6. New Staff Introductions

### Public Hearing – 2:00 pm CST / 1:00 pm MT

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*The portion of the meeting is designated for public comment pertaining to the finalizations listed on the agenda. (Typically limited to three (3) minutes per person.) Please register to speak with Liz Kierl by 1 pm CST (see notes above).*

### Open Forum – immediately following the Public Hearing

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*The portion of the meeting is designated for public comment on other items of interest. (Typically limited to three (3) minutes per person.) Please register to speak with Liz Kierl by 1 pm CST (see notes above).*

### Petitions

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7. East River Rifle Season Change
8. Snagging Asian Carp on the Missouri River
9. Third Fishing Rod Permit

### Proposals

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#### Information Items

10. Archery Antelope and Archery Deer Overview

#### Action Items

11. Archery Antelope
12. Archery Deer

## Finalizations

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13. Pet Allowance in Park Facilities
14. Pet Allowance Fee

## Division of Parks & Recreation

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### **Action Items**

15. Angostura Concession Contract

### **Information Items**

16. Custer State Park Bison Action Report
17. Adams Homestead and Nature Preserve – Agriculture Lease Update
18. 2023 Lodging Rate Schedule Update
19. Snowmobile System
20. Winter Parks Recreational Opportunities
21. Year-End Camping, Visitation, and Revenue Review

## Division of Wildlife

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### **Information Items**

22. Aquatic Invasive Species Management Plan
23. Season-Setting Schedule
24. Annual Wildlife Damage Management Report
25. Ice Fishing Access
26. Fall Law Enforcement Efforts
27. Rapid Creek Water Level Update
28. License Sales Updates and Reports from the Field

## Solicitation of Agenda Items for Commissioners

## Adjourn

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Next meeting information: January 12-13, 2023, at Matthews Training Center, Joe Foss Building, Pierre, SD.



# COMMISSION MINUTES

## South Dakota Game, Fish and Parks Commission

November 3, 2022

Heartland Energy | 432 SE 12<sup>th</sup> St | Madison, SD 57042

### CALL MEETING TO ORDER AT 1:00 PM CST / 12:00 PM MT – 00:00:43 MARK

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Chairman Russell Olson called the meeting to order at 1:00 pm CST at the Heartland Energy conference room in Madison, SD. Commissioners Travis Bies, Jon Locken, Russell Olson, Robert Whitmyre, Stephanie Rissler, and Chuck Spring were present. The public and staff could listen via SDPB Livestream, participate via video conference, or in person, with approximately 83 total participants via Zoom or in person.

### DIVISION OF ADMINISTRATION

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#### 1. CONFLICT OF INTEREST DISCLOSURE –00:01:15 MARK

Chairman Olson called for a conflict of interest to be disclosed. *None were present.*

#### 2. APPROVE MINUTES OF THE OCTOBER 2022 MEETING –00:02:36 MARK

Chairman Olson called for any additions or corrections to the regular meeting minutes of October 6-7, 2022. Minutes are available at <https://gfp.sd.gov/commission/archives/>. *Motion by Whitmyre with second by Locken to APPROVE THE MINUTES OF THE OCTOBER 6-7, 2022, REGULAR MEETING MINUTES. Motion carried unanimously.*

#### 3. ADDITIONAL COMMISSIONER SALARY DAYS – 00:05:28 MARK

Chairman Olson called for any additional salary day from the commissioners. Vice chairman Whitmyre expressed he had an additional salary day. *Motioned by Bies with a second by Rissler to APPROVE THE ADDITIONAL SALARY DAYS AS PRESENTED. The motion carried unanimously.*

#### 4. 2023 COMMISSION MEETING SCHEDULE FINALIZATION

Chris Petersen, Director of Administration, presented the commission with a list of proposed dates for their approval for the 2023 Commission Meeting calendar. *Motioned by Rissler, seconded by Bies to APPROVE THE 2023 COMMISSION MEETING SCHEDULE AS PROPOSED. The motion carried unanimously.*

#### 5. GO OUTDOORS SOUTH DAKOTA UPDATE – 00:06:59 MARK

Scott Simpson, Parks & Recreation Director, updated the commission on the Go Outdoors South Dakota program.

#### 6. NEW STAFF INTRODUCTIONS – 00:13:56 MARK

Commissioners were introduced to new staff.

### OPEN FORUM – FOLLOWING PUBLIC HEARING – 01:01:10

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Jon Kotilnek, senior staff attorney, opened the floor for discussion from those in attendance on matters of importance to them that may not be on the agenda. The open forum started at 2:01 pm MT.

- Nancy Hilding of Black Hawk representing the Prairie Hills Audubon Society virtually provided comments in opposition to the Black Hills Mountain Lion season.
- Julie Anderson of Rapid City virtually provided comments in opposition to the Black Hills Mountain Lion season.
- Darrel Carter of Elk Point provided comment on the jumping Asian carp on the Missouri River and asked the commission to consider a third-rod permit.

The open forum concluded at 2:17 pm MT.

## PETITIONS – 00:38:09 AND 01:17:40 MARKS / DENIAL RESOLUTION 03:11:09 MARK

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### 7. BLACK HILLS MOUNTAIN LION SEASON

Steve Cherkas of Edgemont, SD filed a petition to the commission to consider a rule change to the Black Hills Mountain Lion Season.

Department Position: The department recommended denying the petition.

*Motioned by Rissler, seconded by Whitmyre to DENY THE PETITION TO CHANGE THE BLACK HILLS MOUNTAIN LION SEASON. The motion carried unanimously.*

*Motioned by Spring, seconded by Locken to ADOPT RESOLUTION 22-17 TO DENY THE PETITION TO CHANGE THE BLACK HILLS MOUNTAIN LION SEASONS. The motion carried unanimously.*

## PROPOSALS

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### 8. PET ALLOWANCE IN PARK FACILITIES – CHAPTERS 41:03:01 – 00:30:21 MARK

Department proposed changes:

1. Current administrative rule does not allow for pets in department camping facilities except under certain circumstances.
2. The proposed rule change would allow for customers to pay a pet fee and have their pet stay in the cabin or suite.
3. Pet would be defined as a domesticated dog or cat.

*No action was taken*

### 9. PET ALLOWANCE FEE – CHAPTERS 41:03:01

Department proposed changes:

1. Current administrative rule does not allow for pets in department camping facilities except under certain circumstances.
2. the proposed rule change would establish a pet accommodation fee for pets that stay at cabins, lodges, or suites.
3. Proposed pet fee only allows for domesticated dog or cat.

*No action was taken.*

## DIVISION OF PARKS & RECREATION

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### 10. ANGOSTURA CONCESSION LEASE – 00:50:50 MARK

Sean Blanchette, Environment and Cultural Resource Specialist, stated that the agenda item would be informational as opposed to an action item as was listed on the agenda. Blanchette informed the Commission that very recent conversations with the Concessionaire relative to language in the draft concession lease have been underway. The action item will be postponed to the December Commission meeting to allow time to ensure that both the Department and Concessionaire are comfortable with the lease in its final form.

### 11. SHADEHILL AND ANGOSTURA CONCESSION CONTRACT – 00:53:16 MARK

Sean Blanchette, Environment and Cultural Resource Specialist, presented a request for the annual rate adjustments for the private, exclusive-use cabins and trailers at Shadehill and Angostura Reservoirs. Blanchette explained the past rate structures and annual adjustment procedures as well as provided a copy of the US Bureau of Reclamation Construction Cost Trends index which will be used for rate adjustments in the future. The annual change in the index equates to a rate increase of 11.3% for the permit fees for 2023. The proposed 2023 permit

fee rates are an increase from \$2,100 to \$2,335 at Shadehill and from \$2,400 to \$2,670 at Angostura. The Commission approved unanimously.

#### 12. LAKE OAHE WATER LEVELS – 01:40:23 MARK

Pat Buescher, Northcentral Regional Park Supervisor, presented information received from the U.S. Army Corps of Engineers on the current and possible future status of water levels in Lake Oahe. During Corps public meeting on October 25<sup>th</sup> in Fort Pierre, they forecast that the reservoir could drop to an elevation of 1590.00' and that Gavin's Point Dam would begin winter operations on November 19<sup>th</sup>, releasing an average of 12.5 CFS. Future spring forecasts will be released in January of 2023, but until that time the Corps plans to balance the levels of Lake Oahe & Lake Sakakawea, likely resulting in rising elevations on Lake Oahe into January of 2023. The NWS predicted continued dry weather into January at this time.

#### 13. ARCHERY RANGE OPPORTUNITIES IN THE PARKS – 02:01:00 MARK

Pat Buescher, Northcentral Regional Park Supervisor, presented information on Archery Ranges that currently exist in the SD Park System. Currently, the park's Division possesses 11 parks with archery ranges. These ranges often differ in size and construction but possess similar components; all ranges possess a practice range with multiple targets at various ranges, and 9 of the 11 ranges possess a field archery course developed off a trail system that offers target stations from 14 -28 stations with targets ranging from 10 – 80 yds. Future archery ranges are being discussed at Lake Poinsett and Palisades State Parks.

#### 14. LWCF & RTP GRANTS AND FUNDING – 02:08:39 MARK

Randy Kittle, Grants Coordinator, presented the grants awarded to numerous communities across the state through the Land and Water Conservation Fund as well as the Recreational Trails Program.

#### 15. Camping, VISITATION, AND REVENUE REPORT – 02:14:22 MARK

Al Nedved, Parks Deputy Director, provided documentation and reported verbally on the October 2022 camping, visitation, and revenue report.

## DIVISION OF WILDLIFE

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#### 16. PUBLIC HUNTING ON PRIVATE LANDS – 02:23:23 MARK

Mark Norton, Hunting Access and Farm Bill Coordinator reported that GFP is leasing 1.47 million acres of private land for public hunting access in 2022 through the Walk-in Area program, Conservation Reserve Enhancement Program, Elk Hunting Access Program, Controlled Hunting Access Program, and the Lower Oahe Waterfowl Access Area. The new Big Sioux River Watershed CREP project is officially active with enrollment starting in November. This will create one more option to increase public hunting and fishing access while also creating more wildlife habitat and improving water quality.

#### 17. ARCHERY ANTELOPE AND ARCHERY DEER UPDATE – 02:34:16 MARK

John Kanta, GFP continues to solicit public input on the archery deer and antelope seasons. In addition to an online input opportunity, GFP held a stakeholder group meeting on October 24<sup>th</sup>. The stakeholder group is made up of several different hunting and outdoor groups, landowners, outfitters, and nonresident hunters. GFP will continue to take input and also hold discussions with staff over the next few weeks. GFP staff plan to bring input results and a recommendation for change to the GFP commission at their December 8-9 commission meeting.

#### 18. EASTERN SOUTH DAKOTA URBAN FISHERIES DEVELOPMENT – 02:42:45 MARK

Dave Lucchesi, Area Fisheries Supervisor, presented to the commissioners that GFP manages 47 urban and community fishing ponds in eastern South Dakota. Stocking catchable-size fish into these ponds is a sizeable effort with nearly 7,200 fish coming from public waters and about 36,000 rainbow trout from state hatcheries in 2022. Recirculating aquaculture systems (RAS) coming online at Cleghorn Springs SFH will provide a consistent source of AIS-free, catchable-size, game fish and panfish (largemouth bass, bluegill, and catfish) for urban and community ponds. GFP is working on establishing additional RAS fish-rearing facilities East River, possibly one

at South Dakota State University in Brookings. Evaluating the success of fish stockings is needed to refine practices and is currently accomplished using creel surveys, time-lapse camera images, and unmanned information collection facilities such as kiosks and signs with a QR code directing participants to an online survey.

#### 19. LICENSE SALES UPDATE – 03:01:35 MARK

Tom Kirschenmann, Wildlife Director, provided the commission an update on license sales, focusing primarily on small game and fishing license sales for both resident and nonresident participants. Kirschenmann also provided a quick update of hunting and fishing activities across the state, discussing elk hunting, archery hunting, local areas where fishing has been good, and pheasant hunting observations since the beginning of the season.

#### 20. SECOND CENTURY HABITAT FUND – 03:11:09 MARK

Sal Roseland, Development Director for the Second Century Habitat Fund, presented the 2022 Toyota Tundra and Alumacraft Boat raffle to the commissioners in which proceeds go towards promoting, planting, and protecting habitat in South Dakota.

## ADJOURN

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Meeting ADJOURNED ON NOVEMBER 3, 2022, AT 4:21 PM CST.

Respectfully submitted,



Kevin Robling, Department Secretary

**GAME, FISH & PARKS**  
523 East Capital  
Pierre, SD 57501  
(605)773-3396

## REQUEST FOR LISTS OF LICENSE HOLDERS

Type of List Requested \_\_\_\_\_ hunting & fishing license holders \_\_\_\_\_

Number of Licenses in list \_\_\_\_\_

Name of Person, Entity, or Organization requesting list: LISA PARR

Address of Person, Entity, or Organization:  
P O BOX 180614, DALLAS, TX 75218

**Purpose for which list will be used:**

Per SD FOIA, "Anyone may request public records and a statement of purpose is not required. There are no restrictions on the use of records in the **South Dakota Sunshine Law**"

**The data will NOT be used for commercial solicitation or marketing purposes of ANY kind.**

The sale of lists by the Department of Game, Fish & Parks is authorized by SDCL 1-17-1 and ARSD 41:06:01:04, 05 and 06. A fee of \$100 per thousand names will be assessed for the sale of this list, or a minimum of \$100 whichever is greater.

Names will be provided on self-adhesive mailing labels unless otherwise specified. Unless requested and approved as part of this request, the license list will not include anyone under eighteen years of age. Names are for one-time use only and are to be used only by the person, entity or organization approved per this request.

*Lisa Parr*

11/18/2022

Authorized Signature of Purchaser

Date

Date of Commission Action



**From:** [info@gfp.sd.us](mailto:info@gfp.sd.us)  
**To:** [pfeterl@agrplus.net](mailto:pfeterl@agrplus.net)  
**Cc:** [Kierl, Liz](#); [Harrington, Nick](#)  
**Subject:** Petition for Rule Change Form  
**Date:** Friday, November 25, 2022 5:32:38 PM

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## South Dakota - Game, Fish, and Parks

### Petition for Rule Change

A new form was just submitted from the <http://gfp.sd.gov/> website with the following information:

ID: 146  
Petitioner Name: Patrick Feterl  
Address: 40751 247 th st  
Mitchell , SD 57301  
Email: pfeterl@agrplus.net  
Phone: 605-999-7678  
Rule Identification: Rifle day la and dates  
Decribe Change: Shorten the season to 9 days starting December 1 like Kansas  
Reason for Change: People in vehicles driving around hunting / shooting rutting deer We could be the premier whitetail state of not for the ludicrous Rifle season

**From:** [info@gfp.sd.us](mailto:info@gfp.sd.us)  
**To:** [tsparabellum08@yahoo.com](mailto:tsparabellum08@yahoo.com)  
**Cc:** [Kierl, Liz](#); [Harrington, Nick](#)  
**Subject:** Petition for Rule Change Form  
**Date:** Thursday, November 3, 2022 4:05:39 PM

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## South Dakota - Game, Fish, and Parks

### Petition for Rule Change

A new form was just submitted from the <http://gfp.sd.gov/> website with the following information:

ID: 144  
Petitioner Name: Trent Snaza  
Address: 2208 south Stephen Ave.  
Sioux Falls, SD 57103  
Email: [tsparabellum08@yahoo.com](mailto:tsparabellum08@yahoo.com)  
Phone: 605-496-5640  
Rule Identification: Snagging Asian Carp on the Missouri River  
Decribe Change: I would like to snag Asian carp year round on the Missouri river not just every other year in october  
Reason for Change: You can only snag Asian carp in October during paddlefish snagging season. I would like to snag Asian carp year round on the Missouri river. The norm is, if you apply every year for a paddlefish snagging tag, you draw it every other October. A over populated rough fish!! We eat Asian carp at my house! My daughters favorite fish is Big head! I don't waste the meat! I properly dispose it! If you think snagging is harmful to native fish, than you might as well drop spring and fall paddlefish snagging? Spring and fall are the only times native fish can't get harmed??

**From:** [info@gfp.sd.us](mailto:info@gfp.sd.us)  
**To:** [darrellcarter57025@gmail.com](mailto:darrellcarter57025@gmail.com)  
**Cc:** [Kierl, Liz](#); [Harrington, Nick](#)  
**Subject:** Petition for Rule Change Form  
**Date:** Tuesday, November 29, 2022 8:33:40 PM

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## South Dakota - Game, Fish, and Parks

### Petition for Rule Change

A new form was just submitted from the <http://gfp.sd.gov/> website with the following information:

ID: 150  
Petitioner Name: darrell carter  
Address: po box 215  
Elk point, SD 57025  
Email: darrellcarter57025@gmail.com  
Phone: 605-659-0364  
Rule Identification: third fishing rod permit  
Decribe Change: third fishing rod permit  
Reason for Change: to be fair for anglers fishing iowa boundary water for iowas have third rod permit and for anglers who fish a lot by them self can try different baits at the same time and shore fisherman who cant easily move from one spot to another

# SOUTH DAKOTA GAME, FISH, AND PARKS COMMISSION ACTION: PROPOSAL

## Archery Antelope Hunting Season

Chapter 41:06:24

Commission Meeting Dates:	Proposal	December 8, 2022	Pierre
	Public Hearing	March 9, 2023	Pierre
	Finalization	March 9, 2023	Pierre

### DEPARTMENT RECOMMENDATION

**Duration of Proposal:** 2023 hunting seasons

**Season Dates:** August 19 – October 31, 2023 (closed during firearm season)

**Open Area:** All areas where the prairie (firearm) antelope season is open and the portions of Custer and Pennington counties within the Black Hills Fire Protection District with limited free access permits.

**Licenses:** Unlimited resident “buck antelope” licenses.  
Unlimited nonresident “buck antelope” licenses.

#### **Requirements and Restrictions:**

1. A person may have only one (1) archery antelope license.
2. Shooting hours are ½ hour before sunrise to ½ hour after sunset.
3. Five (5) free access permits will be issued via lottery drawing to those licensees who possess a valid “buck antelope” resident archery license for those portions of Custer and Pennington counties within the Black Hills Fire Protection District, except Custer State Park.

#### **Proposed change from last year:**

1. Modify ARSD 41:06:24:01 (Archery antelope hunting season established -- Open area -- Number and type of licenses available) as follows:

- a. The archery antelope hunting season is open in those areas of the state with a firearm antelope season and in the portions of Custer and Pennington Counties within the Black Hills Fire Protection District, except Custer State Park, with access permits from one-half hour before sunrise to one-half hour after sunset each day beginning on the third Saturday of August through October 31, except during the firearm antelope season.

~~An unlimited number of resident one-tag antelope licenses for this season valid on public and private land may be issued.~~

Unlimited number of nonresident one-tag archery antelope licenses valid on private land not leased by the Department of Game, Fish and Parks for public hunting may be issued.

No more than four hundred and fifty nonresident one-tag archery antelope licenses valid on public and private land may be issued by lottery drawing.

~~The access permits may be issued by lottery drawing.~~

### Summary Table of Recommended Changes

Item	Resident		Nonresident	
	Current	Recommendation	Current	Recommendation
Number of buck antelope licenses allowed per hunter	1	1	1	1
Buck antelope license allocation (private and public license)	Unlimited	Unlimited	Unlimited	450
Buck antelope license allocation (private land only license)	NA	NA	NA	Unlimited

### SUPPORTIVE INFORMATION

Archery antelope hunters have more than doubled in the last 10 years (1,467 to 3,019). In recent years, individuals and organizations within SD have expressed concerns over crowding on public lands and the continued growth of nonresident archery hunters. Petitions have been brought forward to the GFP Commission requesting changes be made to limit nonresident archery hunters; to this point, the Commission has denied such petitions. However, after the last round of discussions, the GFP Commission requested the department to gather information, generate alternatives, and bring forward a recommendation for their consideration which would help address concerns brought forward but continue to provide hunting opportunities.

All antelope hunters that purchased or applied for a license between 2019 and 2021 were emailed a questionnaire to determine their opinions about archery hunter numbers. Eleven percent of hunters responded (1,868) to the questionnaire. Hunters generally felt there were too many antelope hunters on public land and resident hunters felt there were too many nonresidents. However, there was limited support for any regulation changes that would limit archery opportunities, especially among resident archery hunters. Additional information was gathered during an archery deer and antelope stakeholder meeting in Pierre. Stakeholders mostly agreed that archery antelope hunters should be limited, and there was support for limiting hunters more on public land and limiting nonresidents more than residents. As a result of the questionnaire and stakeholder meeting, the Department developed a list of alternatives to limit archery hunting opportunities, and the preferred approach was to start by limiting nonresident archery hunters on public land.

In an effort to start to address the concerns of crowding on public lands to hunt antelope and similar to the approach taken to the archery deer season, data used from license sales and public engagement opportunities were utilized, and a 25% reduction was applied to the number of hunters indicating they use public land to archery hunt resulting in approximately 450 nonresident hunters. This figure was then incorporated into the recommendation of separating archery antelope buck licenses (cap of 450 licenses) that would be valid on public and private land and issued through a lottery drawing, leaving an unlimited number of archery antelope buck licenses that would be valid on private land only.

## RESIDENT / NON-RESIDENT CRITERIA

1. The Issue – Perceived issue of hunter overcrowding and hunting pressure to antelope on public lands.
2. Historical Considerations – Not applicable
3. Biological Considerations – Not applicable
4. Social Considerations – Nonresidents will likely feel mistreated or “targeted” as a result of limiting nonresident archery antelope licenses.
5. Financial considerations – Limiting nonresident licenses will likely decrease revenue generated from archery antelope licenses.

## RECRUITMENT, RETENTION, REACTIVATION (R3) CRITERIA

1. Does the regulation or fee inhibit a user’s ability to participate?
  - *Yes, this approach will limit the number of nonresident licenses available to hunt on public lands, thus potentially limiting the overall number of nonresident hunters participating in archery antelope hunting in SD.*
2. Does the regulation increase the opportunity for new and existing users?
  - *Directly it would not provide additional opportunities; however, indirectly it would likely enhance the experience.*
3. How does the regulation impact the next generation of hunters, anglers, trappers, and outdoor recreationists?
  - *This change would likely not have an impact on the next generation of hunters.*
4. Does the regulation enhance the quality of life for current and future generations by getting families outdoors?
  - *This structural change to the archery antelope season could impact hunters in different ways. Limiting the number of licenses valid on public land could reduce the overall number of nonresident hunters coming to SD; however, the positive impacts would be for those hunting on public land would experience a lower hunter density resulting in a higher quality hunt.*

## FISCAL IMPACT

This will reduce the number of nonresident licenses sold and thus reduce revenue generated from archery antelope licenses.

APPROVE\_\_\_\_\_

MODIFY\_\_\_\_\_

REJECT\_\_\_\_\_

NO ACTION\_\_\_\_\_

SOUTH DAKOTA GAME, FISH, AND PARKS  
**COMMISSION ACTION: PROPOSAL**

**Archery Deer Hunting Season**

Chapters 41:06:22 and 41:06:01:17

<b>Commission Meeting Dates:</b>	<b>Proposal</b>	<b>December 8, 2022</b>	<b>Pierre</b>
	<b>Public Hearing</b>	<b>March 9, 2022</b>	<b>Pierre</b>
	<b>Finalization</b>	<b>March 9, 2022</b>	<b>Pierre</b>

**DEPARTMENT RECOMMENDATION**

**Duration of Proposal:** 2023 and 2024 hunting seasons

**Season Dates:** September 1, 2023 – January 1, 2024  
September 1, 2024 – January 1, 2025

**Open Area:** “Any Deer” Licenses: Statewide, East River, West River  
“Antlerless Whitetail Deer” Licenses: Unit ARD-LM1  
“Any Antlerless Deer” Licenses: Custer, Rapid City, and Sioux Falls city limits

**Licenses:** Unlimited “any deer” licenses  
Unlimited single tag “antlerless whitetail deer” licenses  
Limited single tag “any antlerless deer” licenses (*determined by Department and respective municipalities*)

**Requirements and Restrictions:**

1. Residents and nonresidents may purchase one (1) statewide “any deer” license or one (1) East River “any deer” license and one (1) West River “any deer” license.
2. Residents and nonresidents may purchase one (1) “antlerless whitetail deer” license for Unit ARD-LM1 (see map).
3. Nonresidents may not hunt deer on private lands leased for public access by the department or public lands prior to October 1.
4. A license obtained by a nonresident on or after the first day of April is valid only on private lands not leased for public access by the department.
5. Shooting hours are ½ hour before sunrise to ½ hour after sunset.
6. Sand Lake NWR is open September 1 through January 1, except during the firearm deer seasons established for the refuge.
7. Waubay State Game Bird Refuge, Waubay National Wildlife Refuge, and Lacreek National Wildlife Refuge are open through January 1, except during refuge firearm deer seasons.
8. Licensees must obtain an access permit from the Department issued by lottery drawing before hunting Adams Homestead and Nature Preserve, Good Earth State Park, and Units WRD-35L and WRD-27L.

**Proposed change from last year:**

1. Modify ARSD 41:06:22:01 (Archery deer hunting season established -- Number and type of licenses -- Access permits) as follows:
  - a. The archery deer hunting season is open statewide from one-half hour before sunrise to one-half hour after sunset each day beginning September 1 through January 1, except as otherwise provided in § 41:06:22:02.

Unlimited resident "any deer" licenses may be issued for units ARD-ST1, ARD-ER1, and ARD-WR1, and unlimited resident and nonresident antlerless whitetail deer licenses may be issued for unit ARD-LM1.

Unlimited nonresident "any deer" licenses valid on private land not leased by the Department of Game, Fish and Parks for public hunting may be issued for unit ARD-ST1.

Two thousand and two hundred nonresident "any deer" licenses may be issued valid for unit ARD-ST1 on public and private lands.

One thousand single-tag "any antlerless deer" licenses may be issued for use in ARD-MP1, ARD-MP2, and ARD-MP3.

No more than ten "any deer" and 50 antlerless whitetail deer access permits may be issued to residents for Adams Homestead and Nature Preserve.

No more than ten "any deer" and 25 "antlerless whitetail deer" access permits may be issued to residents for Good Earth State Park.

No more than 500 "any deer" access permits may be issued to residents, and no more than 125 "any deer" access permits may be issued to nonresidents for unit WRD-35L described in § 41:06:20:02.

No more than 20 "any deer" access permits may be issued to residents, and no more than five "any deer" access permits may be issued to nonresidents for Unit WRD-274L, described in § 41:06:20:02.
2. Modify ARSD 41:06:22:01.02 (Nonresident archery deer hunting season restrictions) as follows:
  - a. A nonresident may not hunt deer on private lands leased for public access by the department or public lands prior to October 1. ~~A license obtained by a nonresident on or after the first day of April is valid only on private lands not leased for public access by the department.~~
3. Modify ARSD 41:06:22:03.01 (License purchase restrictions) as follows:
  - a. A ~~person~~ resident may purchase one statewide "any deer" license valid on public and private land. In lieu of a statewide "any deer" license, a resident person may purchase one East River "any deer" license and one West River "any deer" license valid on public and private land. A nonresident may purchase one statewide "any deer" license valid on private land only or apply for one "any deer" license valid statewide on public and private land made available through a lottery draw. A nonresident may not purchase more than one archery any deer license. No person may purchase more than one "antlerless whitetail deer" archery license.
4. Modify ARSD 41:06:01:17 (Access permits required for specific deer hunting units and public lands) as follows:
  - a. Any resident or nonresident deer hunter possessing an archery deer license valid for public land shall obtain and possess a free limited access permit to hunt hunting units or public lands described in § 41:06:22:01.



## SUPPORTIVE INFORMATION

Archery deer license sales have increased by nearly 30% in 10 years (28,328 to 36,381), and currently, there is no limit to the number of archery hunters. In recent years, individuals and organizations within SD have expressed concerns over crowding on public lands and the continued growth of nonresident archery hunters. Petitions have been brought forward to the GFP Commission requesting changes be made to limit nonresident archery hunters; to this point, the Commission has denied such petitions. However, after the last round of discussions, the GFP Commission requested the department to gather information, generate alternatives, and bring forward a recommendation for their consideration which would help address concerns brought forward but continue to provide hunting opportunities.

All deer hunters that purchased or applied for a license between 2019 and 2021 were emailed a questionnaire to determine their opinions about archery hunter numbers. Nine percent of hunters responded (8,183) to the questionnaire. There was moderate support for too many deer hunters on public land, and resident hunters felt there were too many nonresidents. Concerns regarding too many mule deer hunters were greater than white-tailed deer hunters. However, there was limited support for any regulation changes that would limit archery opportunities, especially among resident archery hunters. Additional information was gathered during an archery deer and antelope stakeholder meeting in Pierre on October 24. Stakeholders mostly agreed that archery deer hunters should be limited, and there was support for limiting hunters more on public land and limiting nonresidents more than residents. As a result of the questionnaire and stakeholder meeting, SDGFP developed a list of alternatives to limit archery hunting opportunities, and the preferred approach was to start by limiting nonresident archery hunters on public land.

South Dakota is comprised of approximately 80% private land, 10% public land, and 10% tribal land. Considering the most desired public hunting lands (Game Production Areas, Waterfowl Production Areas, Bureau of Land Management lands, Forest Service lands, and School and Public Lands), these collectively account for about 3,467,000 acres of publicly accessible land for hunting. In addition, GFP leases over 1.4 million acres of private land across SD which is open to public hunting. Collectively, these 4.9 million acres account for approximately 10% of the total SD land mass acres. In recent information gathered from deer hunters, over 50% indicated they hunt greater than 50% of their time on public lands. Bottomline, a high proportion of hunters are utilizing a small proportion of the land base for hunting.

In an effort to start to address one of the primary concerns expressed, overcrowding on public lands, the information gathered from nonresident hunters utilizing public lands to archery hunt was utilized and a 25% reduction was applied to those nonresident hunter numbers: resulting in approximately 2,200 nonresident hunters. This figure was then incorporated into the recommendation of separating statewide any deer licenses (cap of 2,200 licenses) that would be valid on public and private land and issued through a lottery drawing, leaving an unlimited number of statewide any deer licenses that would be valid on private land only.

Item	Resident		Nonresident	
	Current	Recommendation	Current	Recommendation
Number of licenses allowed per hunter for any deer license	1 statewide or 1 West River and 1 East River	1 statewide or 1 West River and 1 East River	1 statewide or 1 West River and 1 East River	1 statewide
Early application deadline for license to be valid on public land	NA	NA	April 1	NA
License allocation for any deer (private and public license)	Unlimited	Unlimited	Unlimited	2,200
License allocation for any deer (private land only license)	NA	NA	Unlimited	Unlimited
Public land start date	NA	NA	October 1	October 1
Antlerless whitetail deer licenses (private and public land) in open area	Unlimited (1 per hunter)	Unlimited (1 per hunter)	Unlimited (1 per hunter)	Unlimited (1 per hunter)

## RESIDENT / NONRESIDENT CRITERIA

1. The Issue – Perceived issue of hunter overcrowding and hunting pressure on deer on public lands.
2. Historical Considerations – Not applicable
3. Biological Considerations – Not applicable
4. Social Considerations – Nonresidents will likely feel mistreated or “targeted” as a result of limiting nonresident archery deer licenses.
5. Financial considerations – Limiting nonresident licenses will likely decrease revenue generated from archery deer licenses.

## RECRUITMENT, RETENTION, REACTIVATION (R3) CRITERIA

1. Does the regulation or fee inhibit a user’s ability to participate?
  - *Yes, this approach will limit the number of nonresident licenses available to hunt on public lands, thus potentially limiting the overall number of nonresident hunters participating in archery deer hunting in SD.*
2. Does the regulation increase the opportunity for new and existing users?
  - *Directly it would not provide additional opportunities; however, indirectly it would likely enhance the experience.*
3. How does the regulation impact the next generation of hunters, anglers, trappers, and outdoor recreationists?
  - *This change would likely not impact the next generation of hunters.*
4. Does the regulation enhance the quality of life for current and future generations by getting families outdoors?
  - *This structural change to the archery deer season could impact hunters in different ways. Limiting the number of licenses valid on public land could reduce the overall number of nonresident hunters coming to SD, however, the positive impacts would be for those hunting on public land would experience a lower hunter density resulting in a higher quality hunt.*

## FISCAL IMPACT

This will reduce the number of nonresident licenses sold and thus reduce revenue generated from nonresident archery deer licenses.

APPROVE\_\_\_\_\_ MODIFY\_\_\_\_\_ REJECT\_\_\_\_\_ NO ACTION\_\_\_\_\_

# GAME, FISH AND PARKS COMMISSION ACTION FINALIZATION

## Pet Prohibitions Chapter 41:03:01

Commission Meeting Dates:	Proposal	October 6, 2022	Rapid City
	Public Hearing	December 8, 2022	Pierre
	Finalization	December 8, 2022	Pierre

### COMMISSION PROPOSAL

#### Proposed changes:

1. Current administrative rule does not allow for pets in department camping facilities except under certain circumstances.
2. The proposed rule change would allow for customers to pay a pet fee and have their pet stay in the cabin or suite.

### DEPARTMENT RECOMMENDATION

Recommended changes to proposal: None

### SUPPORTIVE INFORMATION

Pet ownership continues to increase. Accommodations for pets in the travel industry has become a standard practice. This rule change would allow those people staying in a cabin, lodge, or suite within a state park to have their pet inside that facility during their stay. A pet accommodation fee of \$10 per reservation per facility is provided for in a separate proposal.

### DRAFT ADMINISTRATIVE RULE CHANGES

The following are proposed draft changes that are intended to incorporate the recommended changes adopted by the Commission.

**41:03:01:13. Pet prohibitions.** A person may not allow or possess any pet in the state park system except as provided in this section:

- (1) From April 1 through September 30, the pet must be under immediate control on a leash not more than 10 feet long or under immediate control and more than 200 feet from other park users or designated camping areas;
- (2) From October 1 through March 31, leashes are not mandatory; however, the person shall keep the pet under immediate control;
- (3) The person may not allow or possess any pet on the Summit Trail at Bear Butte State Park;
- (4) The person may not allow or possess any pet on the George S. Mickelson Trail unless the pet is under immediate control on a leash not more than 10 feet long;
- (5) The person may not allow any pet in an area within 200 feet inland and 200 feet outward from the water's edge in an area owned, leased, managed, or controlled by the department and designated as a public swimming zone or in an area posted for no pets;

(6) The person may not allow or possess any pet inside enclosed public buildings managed by the department in any state park, recreation area, nature area, or lakeside use area except:

(a) a A person who requires the aid of a service animal;

(b) ~~or a~~ A person who has received prior approval of the park manager; or

(c) a dog or cat owned by person who has paid the pet accommodation fee pursuant to 41:03:04:03.02.

(7) The person shall properly dispose of any pet waste left within the state park system; or

(8) If the person maintains reasonable control of the dog, the person may allow or possess a dog that is not on a leash within a designated dog training area.

## **FISCAL IMPACT**

This allowance and associated fee are intended to be in line with industry standards and to offset some of the additional cleaning fees expected with allowing pets in lodging facilities. The percentage of users that will utilize this service is unknown. The revenue generated nor additional expense is expected to have any significant impact on the Department's budget.

**APPROVE** \_\_\_\_\_ **MODIFY** \_\_\_\_\_ **REJECT** \_\_\_\_\_ **NO ACTION** \_\_\_\_\_

# GAME, FISH AND PARKS COMMISSION ACTION FINALIZATION

## Pet Prohibitions Chapter 41:03:01

Commission Meeting Dates:	Proposal	October 6, 2022	Rapid City
	Public Hearing	December 8, 2022	Pierre
	Finalization	December 8, 2022	Pierre

### COMMISSION PROPOSAL

#### Proposed changes:

1. Current administrative rule does not allow for pets in department camping facilities except under certain circumstances.
2. The proposed rule change would establish a pet accommodation fee for pets that stay at cabins, lodges, or suites.

### DEPARTMENT RECOMMENDATION

Recommended changes from proposal: None

### SUPPORTIVE INFORMATION

Pet ownership continues to increase. Accommodations for pets in the travel industry has become a standard practice. This rule change would allow those people staying in a cabin, lodge, or suite within a state park to have their pet inside that facility during their stay and establish a fee. A pet accommodation exemption is provided for in a separate proposal.

### DRAFT ADMINISTRATIVE RULE CHANGES

The following are proposed draft changes that are intended to incorporate the recommended changes adopted by the Commission.

**41:03:04:03.02. Camping permit fees -- Cabins -- Lodges -- Suites.** Fees for the following are:

- (1) Camping cabin fee, \$55;
- (2) Modern cabin and suite fees, \$85 to \$205 subject to size, amenities, and occupancy rates provided:
  - (a) The commission shall annually approve the schedule of fees; and
  - (b) Discounts to increase occupancy during periods of lower demand, may not exceed 25 percent of the approved fee;
- (3) The group lodging fee at Lake Thompson State Recreation Area, Palisades State Park, Sheps Canyon State Recreation Area, Newton Hills State Park, and Shadehill State Recreation Area is \$280 per night for the first 12 persons plus \$10 for each additional person with a maximum occupancy of 15 persons; and
- (4) Oahe Downstream Group Lodge use fee is \$40 per night for nonprofit youth groups year-round and for nonprofit groups and government agencies from November 1 through March

31 and \$125 per night for all other groups year-round. The use fee for all groups except nonprofit youth groups is \$125 from April 1 through October 31.

(5) Pet accommodation fee for pets kept inside cabins, lodges, or suits, \$10 per reservation, per facility.

### **FISCAL IMPACT**

This fee is intended to be in line with industry standards and to offset some of the additional cleaning fees expected with allowing pets in lodging facilities. The percentage of users that will utilize this service is unknown. The revenue generated nor additional expense is expected to have any significant impact on the Department's budget.

**APPROVE** \_\_\_\_\_ **MODIFY** \_\_\_\_\_ **REJECT** \_\_\_\_\_ **NO ACTION** \_\_\_\_\_

**CONCESSION AGREEMENT  
ANGOSTURA RECREATION AREA**

This Concession Agreement is made and entered into on \_\_\_\_\_ ("Effective Date") by and between the South Dakota Department of Game, Fish and Parks ("Department") 523 East Capitol, Pierre South Dakota 57501, and Angostura Resort Management ("Concessionaire") P.O. Box 2860, Rapid City, SD 57501. This Agreement is subject to and governed by the requirements of ARSD Article 41:13 subtitled Park Concession Leases effective October 17, 2005, (the "Rules") all terms and conditions of Contract No. R12MU60085, memorandum of understanding, hereinafter referred to as "MOU" and any amendments thereto or replacement contracts between the Department of Game, Fish and Parks and the U.S. Bureau of Reclamation ("Reclamation") and in accordance with Reclamation Manual Policy and directive and Standards, Concessions Management by Non Federal Partners. The Concessionaire has been provided a copy of ARSD Article 41:13, effective October 17, 2005, and the MOU between the Department and Reclamation.

**WITNESSETH**

**Whereas**, Angostura Recreation Area is administered by the Department for providing park and related services, tourism, and resource management; and

**Whereas**, the Department desires to have a limited and prescribed portion and areas of Angostura Recreation Area operated by a concessionaire as a resort open to the general public; and

**Whereas**, the Department chooses to commercially operate the area through a private concessionaire to provide services to the general public; and

**Whereas**, the Department has provided grounds and facilities of the area, and desires a private concessionaire to operate the same; and

**Whereas**, the Commission has promulgated the Rules relating to concession leases under which certain powers and authority to enter into concession leases and agreements have been delegated to the Department; and

**Whereas**, Concessionaire desires to enter into a concession agreement with the Department to operate a resort concession in portions of Angostura Recreation Area and be a concessionaire, as defined in the Rules.

**Now therefore**, for the purposes of carrying out concession operations in designated portions of the Angostura Recreation Area pursuant to the terms and conditions of this Agreement, the parties agree as follows:

**Section 1. Term of Agreement**

- (a) This Agreement shall be for a term of ten (10) years, commencing on the effective date, and ending on December 31, 2032.

## **Section 2. Definitions**

- (a) "Agreement" means this Concession Agreement, and all its amendments, addendums, exhibits, attachments, and all documents executed for the purpose of ensuring Concessionaire's performance of this Concession Agreement.
- (b) "Commission" means the South Dakota Game, Fish and Parks Commission.
- (c) "Concessionaire" means as defined under ARSD 41:13:01.
- (d) "Concessionaire Facilities" means as defined under ARSD 41:13:01.
- (e) "Department" means the South Dakota Department of Game, Fish and Parks.
- (f) "Division" means the Division of Parks and Recreation, a division of the Department of Game, Fish and Parks responsible for the administration of the state park system, including Angostura Recreation Area.
- (g) "Director" means the Director of the Division of Parks and Recreation, acting on behalf of the Secretary of the Department of Game, Fish and Parks, and his or her duly authorized representatives.
- (h) "Fair Market Value" means as defined under ARSD 41:13:01.
- (i) "Government Facilities" means as defined under ARSD 41:13:01
- (j) "Gross Receipts" means all revenue received, to be received, or realized by Concessionaire from all sales for cash or credit, of services, accommodations, materials and other merchandise made pursuant to the rights granted under this Agreement, Gross Receipts of SubConcessionaires, commissions earned on leases or agreements with other persons or companies operating in the Resort, and revenue earned from sales through electronic media, mail order or otherwise. Concessionaire shall report all of its revenues to the Department without allowances, exclusions or deductions of any kind. For purposes of calculating franchise fees and other fees and reserve amounts identified in this agreement,



hunting and fishing license sales (not including agent fees), and park entrance license sales will be excluded from Gross Receipts.

- (k) "Gross Receipts of SubConcessionaires" means all revenue received, to be received, or realized by SubConcessionaires from all sales for cash or credit, of services, accommodations, materials and other merchandise made as a result of the exercise of the rights conferred by a lease, license or agreement between the Concessionaire and a SubConcessionaire at the Resort, revenues of Sub-SubConcessionaires, commissions earned on leases or agreements between SubConcessionaires and other persons or companies operating in the Resort, and revenue earned from sales through electronic media, mail order or otherwise. A SubConcessionaire shall report all of its revenues to the Concessionaire without allowances, exclusions or deductions of any kind or nature.
- (l) "Park" means the property within the boundaries of Angostura Recreation Area.
- (m) "Personal Property" means as defined in ARSD 41:13:01.
- (n) "Possessory Interest" means as defined in ARSD 41:13:01.
- (o) "Qualified Appraiser" means as defined in ARSD 41:13:01.
- (p) "Resort" means the geographic area as set forth in Exhibit A-1 that includes Government Facilities and Concessionaire Facilities assigned to the Concessionaire as set forth in Exhibit A-2 and A-3, and the operation thereof as permitted under this Agreement.
- (q) "SubConcessionaire" means a third party that, with the approval of the Director, has been granted rights by Concessionaire to operate under a concession lease, license or agreement (or any portion thereof) between Concessionaire and a third party, or between a SubConcessionaire and a third party, whether in consideration of a percentage of revenues or otherwise.
- (r) "Park Supervisor" means the manager of Angostura Recreation Area or his or her duly authorized representatives.

### **Section 3. Accommodations, Facilities and Services**

- (a) Concessionaire shall provide the following accommodations, facilities, and services within the Resort, subject to the Performance Standards for the Operation and Maintenance of Angostura Recreation Area Resort attached to the Agreement as Exhibit B.

Minimum Required Accommodations, Facilities and Services

1. A minimum of 140 rental boat slips at water elevation 3175' MSL and higher. The Department reserves the right to alter this to a lesser amount should low reservoir water levels dictate. All slips longer than 30' shall be provided with electrical service
  2. 6 Housekeeping cabins for daily rental.
  3. Convenience store, to include fishing and park entrance licenses
  4. Food service
  5. On the water fuel sales at the main marina
  6. Oil and grease sales
  7. Operation of a marina sanitary pump station at no cost to users
  8. Management of 2 private exclusive trailer areas consisting of no more than 86 total trailers.
- (b) The Department authorizes the Concessionaire to provide only the following additional accommodations, facilities and services within the Resort. The Department retains the right to approve these or any other additional services contemplated by the Concessionaire in advance.

Additional Authorized Accommodations, Facilities and Services:

1. Additional rental lodging (as approved by the Department).
2. Additional boat slips (as approved by the Department).
3. Hunting license and supply sales.
4. Licensed off-sale alcohol sales between 7:00 a.m. and 11:00 pm.
5. Fishing guide service
6. Rental boats and motors
7. Firewood sales.
8. Dry-dock boat and trailer storage in Department-approved locations

- (c) The Department retains the right to authorize additional accommodations, facilities, services and merchandise within the Park. The Department shall give the Concessionaire first opportunity to provide such additional accommodations, facilities, services and merchandise. If Concessionaire does not desire to provide such additional accommodations, facilities, services and merchandise, or if the Department and Concessionaire are unable to agree upon the terms under which Concessionaire would provide such additional accommodations, facilities, services and merchandise, the Department shall be entitled to contract with a third party to provide said additional accommodations, facilities, services and merchandise within the Park under terms acceptable to the Department.
- (d) The Department reserves the right to establish reasonable standards as to the nature, type and quality of Concessionaire's services and merchandise. The Department retains the right to disapprove types of services and merchandise that do not meet these standards.

#### **Section 4. Rates and Quality Control**

- (a) All rates, fees and prices charged the public by Concessionaire must be reasonable and comparable to the fees, rates and charges charged for similar accommodations, facilities, services and merchandise in the region or outside the region if similar accommodations, facilities, services and merchandise are not provided in the region. All rates and prices for accommodations, facilities, services and merchandise shall be clearly posted or marked.
- (b) The Department reserves the right to establish reasonable standards as to the nature, type and quality of the Concessionaire's accommodations, facilities, services and merchandise. All accommodations, facilities, services and merchandise sold are subject to the rules and laws of the State of South Dakota and the United States.

#### **Section 5. Capital Development and Improvements**

- (a) Concessionaire, with prior written approval of the Commission and Department, may construct, modify or install at its cost such fixtures, structures, or improvements to Government Facilities or Concessionaire Facilities necessary for the operations required or authorized hereunder, subject to the Possessory Interest (and extent thereof) as authorized by ARSD 41:13. Concessionaire shall acquire no Possessory Interest to any fixtures, structures, and

improvements made to Government Facilities or Concessionaire Facilities without the written approval of the Department. Requests shall be made in writing to the Department in sufficient detail to determine the scope, financing and scheduling of the proposed project. Drawings, maps or illustrations shall accompany the written request which accurately describe the location and design of all proposed fixtures, structures and improvements and affected areas. All requests must address the requirements of the Americans with Disabilities Act.

Unless otherwise agreed upon by the parties in advance, professionally developed design and construction plans for each project contemplated and requested by Concessionaire, prepared by architects, engineers and/or contractors, shall be submitted to the Department for approval. No construction, modification, or installation of fixtures, structures and improvements shall commence without receipt of written approval from the Department. Once approved, Concessionaire shall make no changes or alterations to the construction plans except upon the Department's written approval. Concessionaire agrees that any review or approval by the Department of Concessionaire's construction plans is solely for the benefit of the Department, and without any representation, warranty or liability whatsoever to Concessionaire or any other person with respect to the adequacy, correctness or sufficiency thereof or any compliance with all local, state and federal laws, regulations and building codes, or otherwise. All designs and construction of the fixtures, structures and improvements shall be in compliance with all local, state and federal laws, regulations and building codes. The Department may require plans to be prepared, approved and signed off by a professional licensed architect and/or engineer for a proposed project.

Upon completion of approved projects and subject to prior approval by the Commission, Exhibit A shall be amended to include the additions and value of Possessory Interest associated with the fixtures, structures and improvements.

- (b) In addition to any rights and remedies afforded to the Department for breach of this Agreement, the construction of any unauthorized fixtures, structures and improvements to or of Concessionaire Facilities and/or Government Facilities, at the discretion of the Department, must either be:
  - (i) restored to their original condition at the expense of Concessionaire, or
  - (ii) become Government Facilities with no Possessory Interest compensation.

- (c) Activities involving any ground disturbance, placement of fill material, prescribed burning of vegetation or tree removal shall require prior written approval from the Department which shall be subject to approval from Reclamation. Any requests for these activities shall be made to the Department in writing in sufficient detail to determine the scope and schedule of the proposed project. Drawings, maps or illustrations accurately describing the location of these activities shall accompany the written request. All activities involving any ground disturbance, placement of fill material, prescribed burning of vegetation or tree removal shall be completed in compliance with all local, state and federal laws and regulations.
- (d) In the event that Concessionaire constructs fixtures, structures or improvements to Concessionaire Facilities or Government Facilities, Concessionaire shall be responsible for securing all necessary licenses and permits required under local, state and federal laws and regulations.
- (e) All construction activities must meet or exceed existing levels of craftsmanship. No Department owned resources or materials from the Park shall be used in any project, except by written consent of the Department.
- (f) Concessionaire shall not cause, permit or suffer any lien or encumbrance to attach to the Resort, the Concessionaire Facilities or Government Facilities, except for capital development improvements to Concessionaire Facilities as outlined in Section 5. If Concessionaire shall cause, permit or suffer a lien or encumbrance to attach, Concessionaire shall cause the same to be cancelled and discharged of record by bond or otherwise as allowed by law at the expense of Concessionaire within thirty (30) days after the filing thereof. Concessionaire shall defend on behalf of the Department, at Concessionaire's sole cost and expense, any action, suit or proceeding which may be brought thereon for the enforcement of such lien or encumbrance. Concessionaire shall pay any damages, including payment of any legal expenses incurred by the Department for doing the same in the event Concessionaire fails to obtain cancellation or discharge of the lien or encumbrance, fails to satisfy and discharge any judgment entered thereon and/or fails to save the Department harmless from any claim or damage resulting therefrom.

## **Section 6. Facilities**

- (a) The Department hereby assigns for use by Concessionaire, the Government Facilities identified in Exhibit A-3, located within the Resort as identified in Exhibit A-1. The Department also assigns to Concessionaire the Concessionaire Facilities set forth in Exhibit A-2
- (b) Concessionaire has inspected the Government Facilities and Concessionaire Facilities identified in Exhibit A-2 and A-3 and is thoroughly acquainted with their condition, and accepts them and other items in an “as is” condition.
- (c) Both parties understand that the State of South Dakota may self-insure Government Facilities. Therefore, if a Government Facility is destroyed or damaged to an extent that in the sole discretion of the Department it is impractical to repair or replace, the Department makes no assurance that the Government Facility shall be repaired, improved or replaced.
- (d) If Government Facilities are damaged by the acts, omissions, or conduct of Concessionaire, its agents, employees or customers, which damage in the sole discretion of the Department is practical to repair or replace, it shall be the responsibility of Concessionaire to make the necessary repairs/replacements at its own expense to a condition satisfactory to the Department in an amount not to exceed \$50,000 per occurrence. If Government Facilities are damaged by the acts, omissions, or conduct of Concessionaire, its agents, employees or customers, which damage in the sole discretion of the Department amounts to a total loss or is impractical to repair or replace, Concessionaire shall pay Department an amount not to exceed \$50,000 per occurrence to compensate Department for the loss.
- (f) The Department and Reclamation shall have the right to enter the Resort, Government Facilities and Concessionaire Facilities for the proper administration of the terms of this Agreement and other purposes the Department and Reclamation deem necessary, including health and safety inspections.
- (g) In the event that a Concessionaire Facility is removed, abandoned, demolished, or substantially destroyed and no other improvement is constructed on the site, Concessionaire shall at its own expense, promptly restore the site to its natural condition to the extent that the Concessionaire Facility had an impact upon the site.

## Section 7. Operations and Maintenance

- (a) Concessionaire shall operate the Resort in compliance with the terms and conditions of this Agreement including the performance standards for the Operation and Maintenance of the Resort set forth in Exhibit B. The performance standards are established in order to maintain a high standard of public service, physical appearance, operation, repair and maintenance.
- (b) Concessionaire shall comply with the specific dates and hours of services specified in Section 2 of Exhibit B.
- (c) Concessionaire, at its expense, shall provide all maintenance of Concessionaire Facilities, Government Facilities and Personal Property located within the Resort. The Concessionaire shall perform such work in accordance with the performance standards contained in Exhibit B. Concessionaire shall also be responsible for keeping the Resort free from litter, complying with environmental laws and regulations, complying with safety rules, laws and regulations, and maintaining in good order and in a safe condition the grounds, Government Facilities, Concessionaire Facilities, and Personal Property of and within the Resort and in accordance with the performance standards contained in Exhibit B.
- (d) At the expiration or termination of this Agreement, Concessionaire shall return to the Department the Government Facilities in the same condition or better condition than existed at the initiation of this Agreement, reasonable wear and tear excepted.
- (e) Concessionaire shall not do or permit to be done any act or thing within the Resort and within Concessionaire's operations which shall or might subject the Department to any liability or responsibility or injury to any person or to property by reason of any business or operation being carried on or upon the Resort or by Concessionaire. Concessionaire shall comply with all laws, orders and regulations of federal, state and local authorities, and with any direction of any public officer or officers pursuant to applicable laws which impose any order or duty upon Concessionaire with respect to the Resort, the use or occupation thereof, or with respect to Concessionaire's business and operations.
- (f) Concessionaire shall occupy the Resort as of the Effective Date and thereafter will continuously use the Resort solely for the purpose of providing the accommodations, facilities, services and merchandise identified in Section 3 and other uses incidental thereto. Concessionaire shall not use or knowingly permit any part of the Resort to be used for any unlawful purpose, and shall not

conduct or allow to be conducted any activity that shall constitute a nuisance.

- (g) Concessionaire shall not during the term of this Agreement, or during any period of holdover, use, store, generate or treat any Hazardous Materials on or within the Resort, except in accordance with all applicable, federal, state and local laws and regulations. Concessionaire shall not release or allow to be released into the environment any Hazardous Materials. Concessionaire shall indemnify, defend and hold harmless the Department from and against any loss, cost, damage, liability, or expense, including but not limited to attorneys' fees and disbursements, arising by reason of any clean-up, removal, remediation or detoxification action required under applicable federal, state and local laws and regulations by reason of the Concessionaire's use, generation, storage, treatment or release of Hazardous Materials. The foregoing covenants and indemnity obligation shall survive the expiration or any termination of this Agreement. "Hazardous Materials" shall mean (i) any biologically or chemically active or other toxic or hazardous wastes, pollutants or substances, including, without limitation, asbestos, PCBs, petroleum products and by-products, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., and as hazardous wastes under the Resources Conservation and Recovery Act, 42 U.S.C. § 6010 et seq., (ii) any chemical substance or mixture regulated under the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. § 2601 et seq., (iii) any "toxic pollutant" under the Clean Water Act, 33 U.S.C. § 466 et seq., as amended, (iv) any hazardous air pollutant under the Clean Air Act, 42 U.S.C. § 7401 et seq., 9v) hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., and (vi) any hazardous or toxic substances or pollutant regulated under any federal, state or local law.
- (h) Any names, logos, trademarks, or copyrights (the "Intellectual Property") developed during or pursuant to this Agreement that in any way associates with, identifies, implicates, or infers an affiliation with the State of South Dakota, the Department, the State Park System, Angostura Recreation Area, and/or the Resort must receive prior approval from the Commission and belongs to the State of South Dakota upon creation and continues in the State of South Dakota's exclusive ownership upon termination of this Agreement. For all Intellectual Property approved by the Commission, Concessionaire shall receive a non-exclusive, non-transferable license to use the Intellectual Property with respect to the accommodations, facilities, services and merchandise offered



for sale by Concessionaire. The license shall be limited to the sale of accommodations, facilities, services and merchandise from the Resort only. Concessionaire shall not offer for sale outside of the Resort, including by mail order, other store locations and the Internet, the services and merchandise without the Department's prior written consent. Concessionaire shall not be permitted to sublicense any of the Intellectual Property without the Department's consent. Concessionaire agrees to cooperate in the filing of any affidavits and applications by providing proof of use of the Intellectual Property upon the Department's reasonable request. Concessionaire acknowledges that the Department has the unrestricted authority to set the standards for the use of the Intellectual Property, as well as the standards, specifications and qualities of the accommodations, facilities, services and merchandise. As such, the Department shall have the right, at all reasonable times, to inspect Concessionaire's business locations, services and merchandise for quality verification purposes. The Department, on behalf of the State of South Dakota, does not make any representation or warranty with respect to the Intellectual Property and the use thereof, and expressly disclaims all representations and warranties including, without limitation, the warranty of non-infringement. Concessionaire agrees to promptly notify the Department of any possible infringement of the Intellectual Property by third parties or, of any claims of infringement against Concessionaire and/or the State of South Dakota made by a third party. The State of South Dakota shall have the sole right to bring any action for infringement and to recover and retain any and all damages.

## **Section 8. Utilities**

Concessionaire shall pay costs for all utilities in the Resort, including but not limited to water, sewer, electricity and garbage disposal. Maintenance responsibilities of Concessionaire for Department-owned utility systems within the Resort shall be in accordance with the performance standards set forth in Exhibit B.

## **Section 9. Accounting Records and Other Reports**

- (a) Concessionaire shall prepare and maintain accounting records of the Resort segregated by profit center under generally accepted accounting principles that are customary for resort operating businesses. The records shall be made available for inspection by the Department on reasonable notice during normal working hours.

- (b) All capital costs of any fixtures, structures or improvements for which Concessionaire claims a Possessory Interest shall be recorded at actual cost and the depreciation schedule shall be based on generally accepted accounting principles, all of which shall be submitted to the Department at the time such capital assets are entered on Concessionaire's books.
- (c) Concessionaire shall submit to the Department annual accounting records and reports separated for the operation of the Resort to include Gross Receipts broken down by profit center. These records and reports along with state tax remittance forms are to be provided to the Department with the corresponding franchise fee payments as provided for in Section 10.
- (d) Concessionaire shall within one hundred twenty (120) days of the close of Concessionaire's fiscal year submit to the Department annual audited accounting records and reports for the operation of the Resort to include a consolidated balance sheet and income statement for all operations. Additionally, Concessionaire shall provide a profit and loss statement by profit center and all necessary supporting schedules.
- (e) The Concessionaire shall retain all records and reports required by law and under this Agreement for a period not less than five years following the expiration or termination of this Agreement and its amendments. The Department shall, at any time during the term of the Agreement and until five years after the expiration or termination of this Agreement, have access to and the right to examine any of the pertinent books, records, documents, and papers of Concessionaire related to this Agreement, including state and federal income tax records and returns. If the result of any audit or examination of the Concessionaire's financial records indicates substantial discrepancies from the information that is reported to the Department, the Department reserves the right to bill and the Concessionaire shall pay for the costs of conducting such audit or examination in addition to any other amounts payable to the Department pursuant to this Agreement.
- (f) In addition to the accounting records mentioned above, Concessionaire shall provide to the Department an annual lodging utilization report which shall include information relating to available rooms, occupied rooms, resulting levels of occupancy, revenues and resulting average daily rates (ADR) for each lodging property. These reports shall also comparisons with the previous year. These reports shall be submitted to the Department by May 1 for the previous year.

- (g) From time to time, the Department may require Concessionaire to submit other reports and data regarding the Resort, Concessionaire's performance under this Agreement or otherwise, including but not limited to, operational information and capital progress reports.
- (h) Concessionaire agrees to waive any right to confidentiality of all records and reports identified in this section for Commission purposes. This waiver is not intended to apply to third parties or the public at large, except as provided by State law and Subsection (i) below.
- (i) Concessionaire agrees to waive any right to confidentiality of records, reports and information contained therein for the purposes of preparing a prospectus and other documents for leasing the Resort, as necessary for any subsequent concessionaire to operate the Resort, or for other legislative or administrative purposes.

## **Section 10. Fees**

**Franchise Fees:** Concessionaire shall pay to the Department a franchise fee during each year of the Agreement term which shall be a sum of money equal to the following:

- (a) Five and one half percent (5.5%) of all Gross Receipts less those from the rental of boat slips attached to State owned structures; and
- (b) Thirty five (35%) of Gross Receipts from the rental of boat slips attached to State owned structures; and
- (c) Three cents (\$0.03) per gallon of gasoline sold.

Payments shall be made no later than January 30<sup>th</sup>, for the final quarter of the preceding calendar year; July 30<sup>th</sup>, for the first two quarters of the current calendar year; and October 30<sup>th</sup> for the third quarter of the current calendar year and shall be accompanied by accounting records as described in Section 9(c). Payments to the Department by Concessionaire not received on or before the due date shall be considered to be in arrears and subject to an interest payment equivalent to one and one-half percent (1.5%) per month of the unpaid amount which shall be added to the following month's remittance.

**Sewer System Assessment Fees:** An annual fee of \$880.00 must be assessed to each lot renter in Summersun and Horsehead trailer areas for the amortization of the central sewer system and maintenance. The annual assessment payment shall be collected by the Concessionaire and submitted to the Department with Franchise Fees due on July 30<sup>th</sup> of each calendar year, provided, however, that Concessionaire shall not be liable

to compensate the Department for unpaid wastewater assessment fees when the correlating individual lot lease is terminated and the Concessionaire provides the Department with documented proof of such termination.

## **Section 11. Remedies, Termination or Expiration of the Agreement**

- (a) Procedures upon termination or expiration of this Agreement shall be in accordance with ARSD 41:13.
- (b) Upon termination or expiration of this Agreement for any reason, and, in the event that Concessionaire is not to continue the operations authorized under this Agreement after its expiration, Concessionaire shall comply with all applicable requirements of Exhibit C to this Agreement, "Transition to New Concessionaire." This section and Exhibit C shall survive the expiration of this Agreement.
- (c) The Department may elect any and all remedies available to the Department under applicable law, including but not limited to the termination of this Agreement upon written notice in whole or in part at any time for default, and may terminate this Agreement upon written notice in whole or in part when necessary for the protection of visitors or area resources. Termination for default may be utilized in circumstances where the Concessionaire has materially breached any requirements of this Agreement, including but not limited to failure to maintain and operate the minimum required accommodations, facilities, services and merchandise as provided in Section 3 herein, sale of merchandise disapproved for sale, failure to meet the requirements of the operations and maintenance performance standards as set forth in Exhibit B, and has failed to cure the breach as set forth in this Subsection. If Concessionaire materially defaults on any of the terms or conditions of this Agreement, and does not cure or remedy such default within ten (10) days of receipt of written notice from the Department, or Concessionaire is not diligently proceeding to cure such default if the curing of such default cannot be reasonably effected within such ten (10) day period, the Department may terminate this Agreement without further notice.
- (d) In the event of termination of this Agreement for default, the provisions of this Section apply.
- (e) To avoid interruption of service at the Resort upon expiration or termination of this Agreement, Concessionaire shall, at the option of the Department:

- (i) continue to provide visitor services for a reasonable time, as agreed upon in writing by the parties, to enable the Department to select a successor, and to allow the successor to otherwise comply with the terms of this Agreement in the ordinary course of business and endeavor to meet the standards of service and quality that are required by the Department in order to maintain customer service in conjunction with Exhibit B; or
- (ii) consent to the assignment of a temporary operator, or operation by the Department, for the operation of the Concessionaire Facilities and Personal Property for a period not to exceed 365 days; provided that the temporary operator or the Department pays Concessionaire a reasonable fee for the use of the Concessionaire Facilities and Personal Property, not to exceed ten percent (10%) annually of the depreciated book value of such Concessionaire Facilities and Personal Property used by the temporary operator or the Department, and prorated for the amount of time they are in use by the temporary operator or the Department.
- (iii) consent to the purchase of Concessionaire's inventory and supplies by the temporary operator or the Department for use or resale purposes. The temporary operator or the Department must reimburse Concessionaire for any inventory and supplies purchased by Concessionaire and retained by the temporary operator or the Department for use or resale purposes. The value of the inventory and supplies retained by the temporary operator or the Department shall be determined by actual invoice amounts submitted to or paid by Concessionaire.
- (f) The Department shall have a right of offset against amounts owed the Department for all amounts owed by the Department under this Agreement.
- (g) If any legal proceedings are brought by either party to this Agreement against the other in connection with the interpretation, application or performance of the terms and conditions of this Agreement, each party shall be required to pay its own attorney's fees and costs in connection with such proceedings. All amounts due the Department by reason of any default on the part of Concessionaire shall accrue interest at the rate of one and one-half percent (1.5%) per month from the date the amount is due until paid.

- (h) In addition to the rights and remedies provided for herein, the Department and Concessionaire shall each have all remedies at law or in equity, all remedies being cumulative.

## **Section 12. Possessory Interest Provisions**

Possessory Interests for Government Facilities and Concessionaire Facilities shall be determined in accordance with ARSD 41:13. The Department shall have a right of offset against amounts owed the Department for all amounts owed by the Department for any Possessory Interests purchased by the Department.

## **Section 13. Indemnification, Waiver of Claims and Insurance**

- (a) Concessionaire agrees to defend, hold harmless and indemnify the State of South Dakota, its officers, agents and employees, and Reclamation from and against any and all actions, suits, damages, liabilities and expenses, including but not limited to attorneys' fees, in connection with the loss of life, personal injury and/or damages to property of third persons that may arise from or out of the occupancy, use or maintenance of the Resort, and as a result of performing services hereunder. This section does not require Concessionaire to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees. This indemnification shall survive the termination or expiration of this Agreement.
- (b) Concessionaire agrees that during the term of this Agreement Concessionaire shall maintain such insurance as Concessionaire deems necessary but agrees that the minimum amount of insurance Concessionaire shall acquire and maintain in full force and effect throughout the period of time covered by this Agreement shall be as set forth below. Concessionaire shall maintain the following coverages and limits, but may attain the same by means of supplementing the respective coverages with Excess Umbrella Liability
  - (i) Commercial General Liability Insurance: Concessionaire shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than Two Million Dollars (\$2,000,000.00) for each occurrence and a per location aggregate limit of not less than Two Million Dollars (\$2,000,000.00). 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.

- (ii) Business Automobile Liability Insurance: Concessionaire shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than One Million Dollars (\$1,000,000.00). Such insurance shall include coverage for owned, hired and non-owned vehicles.
- (iii) Excess Umbrella Liability Insurance: This coverage may be used to supplement any of the above liability coverage policies in order to arrive at the required minimum limit of liability coverage. In addition, coverage shall be at least as broad as that provided by underlying insurance policies, and the limits of underlying insurance shall be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage afforded under the “Excess Umbrella” liability policy.
- (iv) Worker’s Compensation Insurance and Unemployment Insurance: This coverage shall be as required by South Dakota law covering Concessionaire employees as will protect itself and the State of South Dakota and agencies thereof from claims under the Worker’s Compensation laws and unemployment insurance laws of the State of South Dakota.
- (v) Personal Property Insurance:
  1. Amount of Insurance: 100% of replacement value, without deduction for physical depreciation
  2. Insurance shall cover the Personal Property contained in all buildings, structures, improvements & betterments for all Government Facilities and Concessionaire Facilities and/or used in Concessionaire's operations.
  3. Coverage shall apply on an “All Risks” or “Special Coverage” basis.
  4. The policy shall provide for loss recovery on a replacement value basis, without deduction for physical depreciation.
  5. “Blanket Amount” insurance is to be provided. The amount of insurance (limit of liability) should represent no less than 100% of the replacement value of the sum total of all insured property, without deduction for physical depreciation.
  6. The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.

7. The vacancy and unoccupancy restriction, if any, must be eliminated for Personal Property that shall be vacant or unoccupied beyond any time period specified in the policy.
- (vi) Real Property Insurance: Concessionaire shall provide real property insurance to cover against loss to Concessionaire Facilities at 100% of replacement value (without deduction for physical depreciation).
  - (vii) Liquor Liability Insurance: Concessionaire shall maintain liquor liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00).
- (c) These minimum requirements are subject to evaluation and revision every two years during the term of this Agreement or upon renewal or modification of this Agreement.
  - (d) Concessionaire, prior to engaging in and/or providing the services described herein, shall furnish satisfactory proof of such insurance by filing with the Department, a Certificate of Insurance from the Insurance Company verifying and certifying to the existence and limits of the required insurance. Such Certificate shall provide therein that no cancellation of said insurance shall be made or become effective without at least thirty (30) days' written notice being provided to the Department. Concessionaire is required to provide to the Department a current certificate of insurance at all times.
  - (e) Concessionaire agrees to report to the Park Supervisor any event encountered in the course of performance of this Agreement which results in injury or loss to any person or property, or which may otherwise subject Concessionaire, the State of South Dakota and/or their respective officers, agents or employees to liability. Concessionaire shall report any such event to the Park Supervisor immediately upon discovery. Concessionaire's obligation under this section shall only be to report the occurrence of any event to the Park Supervisor and to make any other report provided for by Concessionaire's duties or applicable law. Concessionaire'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 Park Supervisor under this section shall not excuse or satisfy any obligation of Concessionaire to report any event to law enforcement or other authorities under the requirements of any applicable law.
  - (f) The Department has no obligation to and is not responsible for payment of any money to Concessionaire that results from disruption of services.



- (g) Except as set forth in Section 6(e), neither the Department nor Concessionaire shall be liable to the other, nor to any SubConcessionaires, for any loss or damage to any building, structure or other tangible property owned by the other, including but not limited to lost rents, income and profits, even through such loss or damage might have been occasioned by the negligence of such party, its employees, agents, contractors or invitees. Concessionaire shall include in any lease, contract or agreement with a SubConcessionaire a provision in accordance with this Subsection.

#### **Section 14. Repair and Maintenance Reserve Provisions**

- (a) Concessionaire shall establish a repair and maintenance reserve (the "Repair and Maintenance Reserve"). Concessionaire shall contribute to the Repair and Maintenance Reserve a sum no less than two percent (2%) of the annual Gross Receipts less gasoline sales. This reserve shall be credited by the 15<sup>th</sup> of every month based upon the preceding month's Gross Receipts.
- (b) Use of Funds. Funds in the Repair and Maintenance Reserve shall be used for the maintenance, repair and renovation of existing Concessionaire Facilities and Government Facilities included in this Agreement.
  - (i) Of the 2%, 0.5% may be expended by Concessionaire for repair and maintenance of Concessionaire Facilities and Government Facilities on an emergency basis without prior approval. If not expended during any calendar year, the remainder shall be expended by Concessionaire under the provisions of Section 14 (b) (ii) hereof.
  - (ii) The remaining 1.5%, plus any amounts not expended under Section 14 (b) (i) shall be administered and utilized for maintenance, repair and renovation of Concessionaire Facilities and Government Facilities which projects have been previously approved by the Department.
- (c) Unallowable Uses. Funds in the Repair and Maintenance Reserve shall not be used for the following:
  - (i) Seasonal salaries of Concessionaire's employees, SubConcessionaire's employees, and/or independent contractors performing housekeeping and grounds keeping activities associated with Concessionaire's and SubConcessionaire's respective operations.

- (ii) Routine maintenance including, but not limited to, periodic and/or occasional inspection, adjustment, lubrication, cleaning, painting, replacement of parts, repairs, and other activities intended to prolong service and prevent unscheduled breakdown.
  - (iii) Preventative maintenance, including planned or scheduled servicing, inspection and adjustment activities that result in continued service, fewer breakdowns, and intended to prevent premature failure of equipment and materials.
  - (iv) New construction or additions to existing facilities.
- (d) Possessory Interest. Concessionaire does not obtain any right to a Possessory Interest for repair and maintenance of Concessionaire Facilities or Government Facilities funded from the Repair and Maintenance Reserve.
- (e) Approval process. An annual repair and maintenance plan of action shall be developed by Concessionaire and submitted to the Department for approval within 30 days of the commencement date of this Agreement and by November 1 of each year thereafter. The plan shall outline proposed repair and maintenance projects consistent with the above requirements for the succeeding calendar year. If Concessionaire and the Department cannot agree on the plan of action, then the Commission shall make the final determination on the plan. The repair and maintenance plan shall be performed as approved prior to December 15 of the following year unless the approval contemplated the extension thereof, or unless an extension is granted by the Department. Concessionaire shall provide the Department with a detailed report of activities and the costs expended and incurred, for the annual repair and maintenance work completed. This report is due by January 1 of each year, unless an extension of time was granted.

Carryover of funds on an annual basis. If a repair and maintenance project costs more than the balance included in the Repair and Maintenance Reserve, then Concessionaire, at Concessionaire's discretion may fund the repair and maintenance costs in excess of funds in the Repair and Maintenance Reserve. The excess costs shall be refunded, without interest, to Concessionaire from funding to occur in subsequent years.

- (f) Treatment of reserve funds at end of term. The parties agree to make every effort to exhaust all funds in the Repair and Maintenance Reserve by the end of the Agreement term. If there is a surplus at the end of the term, any remaining Repair and Maintenance Reserve funds shall be transferred to the Department

for the purpose of ongoing maintenance of Concessionaire Facilities associated with this Agreement. If there is a deficit at the end of the Agreement term, Concessionaire shall be compensated by the Department in the amount of the deficit.

- (g) If this Agreement is terminated by the Department before the established expiration date, the Department shall reimburse Concessionaire for the cost of approved repairs and maintenance activities expended by Concessionaire which have been prepaid and un-recovered by application of the annual Repair and Maintenance Reserve.

## **Section 15. General Provisions**

- (a) Reference to the Department in this Agreement shall include the Secretary, Director, Park Supervisor and their authorized representative(s)
- (b) Concessionaire shall comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to operating the Resort and providing services pursuant to this Agreement, and shall be solely responsible for obtaining current information on such requirements.
- (c) 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.
- (d) 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.
- (e) This Agreement and any operations and services authorized thereunder may not be assigned, sublet, extended, renewed or amended in any respect, except when agreed to in writing by the Department and Concessionaire.
- (f) Concessionaire may not use SubConcessionaires, subcontractors or sublessees to perform the services described herein without the express prior written consent of the Department. Concessionaire shall include provisions in its Department-approved SubConcessionaire agreements requiring its SubConcessionaires, subcontractors, or sublessees to comply with all provisions of this Agreement, to indemnify the Department, and to provide insurance

coverage for the benefit of the Department in a manner consistent with this Agreement. Concessionaire shall cause its SubConcessionaires, subcontractors, sublessees, and their agents and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements, and shall adopt such review and inspection procedures as are necessary to assure such compliance. Concessionaire shall remain responsible to the Department for obligations, responsibilities, and rights assigned to another by Concessionaire.

Concessionaire agrees and Department acknowledges that all records required under this Agreement shall be maintained in the name of and provided by the Resort Manager on behalf of Concessionaire.

- (g) In addition to the remedies afforded to the Department for breach of the terms of this Agreement, the Department reserves the right to bill Concessionaire for, and the Concessionaire agrees to pay to the Department, the actual costs incurred by the Department to provide any minimum required accommodations, facilities, services and merchandise for sale specified in Section 3 of this Agreement in the event Concessionaire fails to provide those minimum required accommodations, facilities, services and merchandise for sale.
- (h) In the event that the applicable 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.
- (i) In each instance where the consent, approval or acceptance of the Department is required under the terms of this Agreement, such consent, approval or acceptance shall not be unreasonably withheld by the Department.
- (j) Concessionaire agrees that in performance of this Agreement it is acting as an "independent contractor" and not as an employee of the Department.
- (k) Any notice or other communication required under this Agreement shall be in writing and sent or delivered to the address set forth below. Notices shall be given by and to the Director on behalf of the Department, and by and to the Resort Manager on behalf of Concessionaire, or such authorized designees as either party may from time to time designate in writing.

<u>Department</u> Director Division of Parks & Recreation 523 East Capitol Pierre, SD 57501	<u>Concessionaire</u> Resort Manager Angostura Resort Management 28075 Recreation Road Hot Springs, SD 57747
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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. Copies of all correspondence from Concessionaire to the Department or Director shall be sent simultaneously to the Park Supervisor.

- (n) No amendment or modification of this Agreement shall be effective for any purpose unless the same be in writing and signed by authorized representatives of the parties.

**Section 16. Discrimination.**

Concessionaire shall not discriminate against any person based upon race, color, national origin, religion, sex and disability in the operation and maintenance of the Resort and shall fully comply with Title VI of the 1964 Civil Rights Act, and applicable federal and state laws and regulations.

Discrimination on the Basis of Residence. Discrimination on the basis of residence, including preferential reservation, membership or annual permit systems is prohibited except to the extent that reasonable differences in admission and other fees may be maintained on the basis of residence.

Concessionaire shall not discriminate on the basis of disability, and is subject to Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and applicable federal and state laws and regulations.

**Section 17. Park Entrance License Provisions.**

- (a) Concessionaire acknowledges and supports the Department’s effort to collect park entrance fees to provide for the continued maintenance of the South Dakota state park system.
- (b) All individuals entering or utilizing the Resort are subject to the park entrance license requirements and payment of the required fee except for the following:
  - (i) Employees or volunteers traveling under the most direct route from the park entrance to their designated work duty stations during designated working hours. Concessionaire

shall provide employees with entrance license exemption decals, approved by the Park Supervisor, to display in their vehicles.

- (ii) Any commercial or service vehicles doing direct business with the Resort.
  
- (c) Concessionaire shall take reasonable steps to ensure that its patrons, employees, agents, and volunteers comply with the park entrance license fee requirements.

### **Section 18. Resident Use**

No portions of the facilities or Resort assigned hereunder shall be used for the purposes of seasonal or permanent residency unless authorized in writing by the Department.

### **Section 19. Procedure for Assignment, Sale or Transfer of Agreement**

The parties agree that the provisions of ARSD 41:13 shall apply to the sale, lease, or transfer of this Agreement.

### **Section 20. Seasonal Private Exclusive Use Trailers**

- (a) The parties understand and agree that at the effective date of this Agreement, two seasonal private exclusive use trailer areas exist within the Resort consisting of 86 total trailers.
- (b) All seasonal private exclusive use trailers shall be permitted and operated, at minimum, in accordance with the Standards in Exhibit B. The Department reserves the right to require additional standards to ensure the safe, orderly, serviceable and enjoyable use of the Trailer sites.
- (c) The Department reserves the right to require a removal or relocation of individual trailers, a reduction or relocation of the total number of trailers, or an elimination of the trailers at any time during the term of this agreement for failure to comply with the terms of this Section 20 or failure to comply with the standards in Exhibit B.
- (d) In the event either or both trailer areas are eliminated, the Leased Areas as identified in Exhibit A-1 shall remain leased to Concessionaire for the remainder of the term of this Agreement and shall be available for proposed revenue generating improvements subject to Department approval.

END OF AGREEMENT TEXT

The above and foregoing CONCESSION AGREEMENT was approved by the Game, Fish and Parks Commission on \_\_\_\_\_ authorizing the Director of the Division of Parks and Recreation to execute the same on behalf of the Commission."

Dated at \_\_\_\_\_, South Dakota, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SOUTH DAKOTA DEPARTMENT OF GAME, FISH AND PARKS

BY: \_\_\_\_\_  
Scott Simpson, Director  
Division of Parks and Recreation

CONCESSIONAIRE

BY: \_\_\_\_\_  
Gilbert D. Moyle, President  
Angostura Resort Management

U.S. BUREAU OF RECLAMATION

BY: \_\_\_\_\_



## **List of Exhibits**

### **Exhibit A**

A-1 – Land Assignments (Resort) Maps for areas including Concessionaire and Government Facilities Assigned to the Concessionaire:

- A 1.1 – Angostura Concessions
- A 1.2 – Main Marina and Resort Complex
- A 1.3 – Summersun Trailer Area and Marina
- A 1.4 – Horsehead Trailer Area and Marina

A-2 – List of Concessionaire Facilities and associated possessory interest

A-3 – List of Buildings and Structures Constituting Government Facilities Assigned to the Concessionaire

### **Exhibit B**

PERFORMANCE STANDARDS FOR THE OPERATIONS AND  
MAINTENANCE OF THE ANGOSTURA RECREATION AREA RESORT

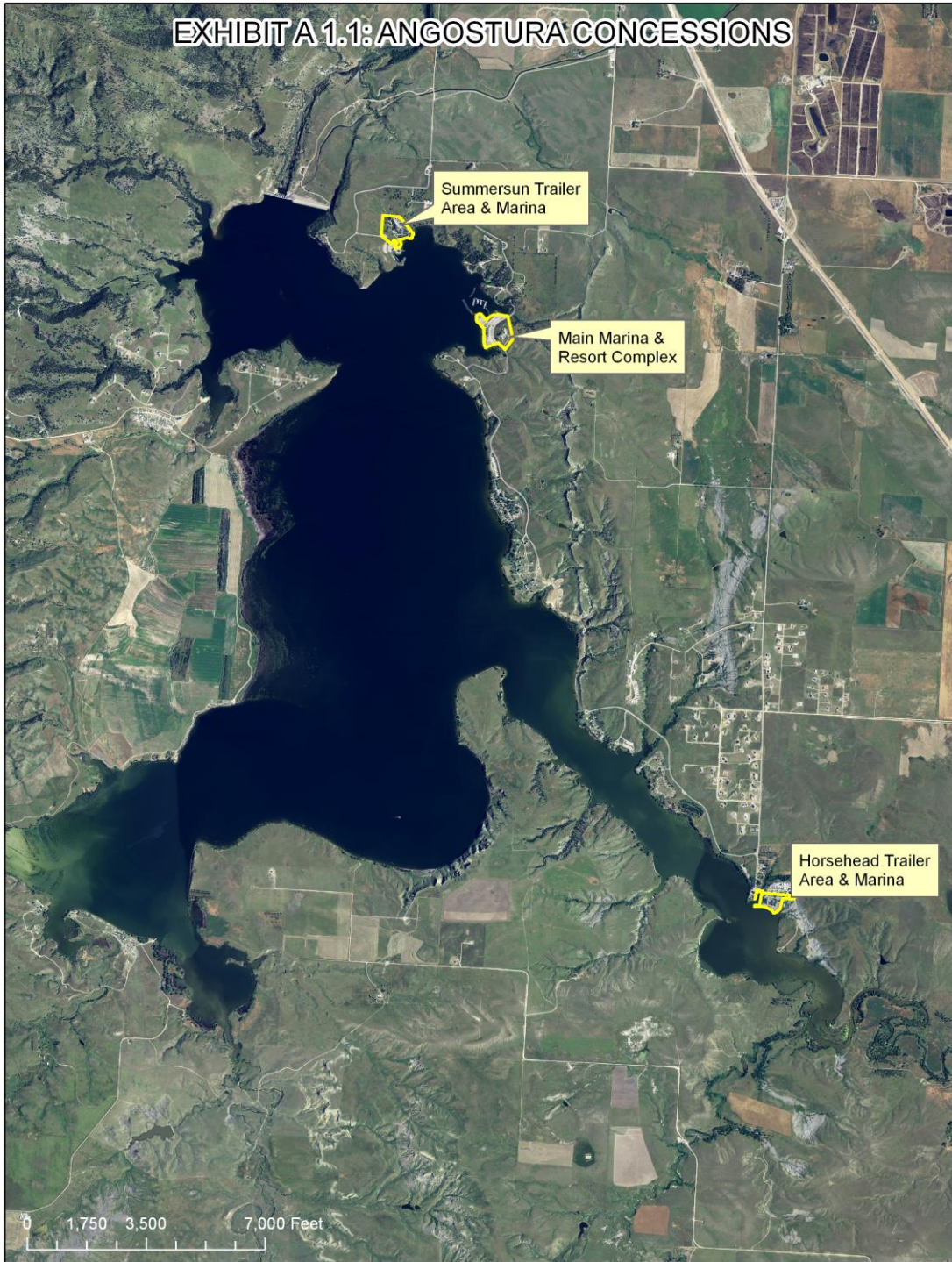
### **Exhibit C**

TRANSITION TO A NEW CONCESSIONAIRE

### **Exhibit D**

ADMINISTRATIVE RULES OF SOUTH DAKOTA ARTICLE 41:13, PARK  
CONCESSION LEASES

**EXHIBIT A-1.1**  
**Angostura Recreation Area Concession Agreement**  
**Lease Areas**





**EXHIBIT A-1.2**  
**Angostura Recreation Area Concession Agreement**  
**Main Marina and Resort Complex Lease Area**



**EXHIBIT A-1.3**  
**Angostura Recreation Area Concession Agreement**  
**Summersun Trailer Area and Marina Lease Area**





**EXHIBIT A-1.4**  
**Angostura Recreation Area Concession Agreement**  
**Horsehead Trailer Area and Marina Lease Area**



**EXHIBIT A-2**

List of Concessionaire Facilities and associated possessory interest

<p align="center"><b>CONCESSIONAIRE IMPROVEMENT AUTHORIZATION AND DETERMINATION OF POSESSORY INTEREST</b></p> <p align="center"><b>South Dakota Division of Parks and Recreation</b></p>			
<p align="center"><b>Exhibit A-2 attached to and made part of Agreement:</b></p>			
<p align="center"><b>Concessionaire:</b></p> <p align="center"><b>Angostura Resort Management</b></p>		<p align="center"><b>Agreement Effective Date:</b></p> <p align="center"><b>01/01/2023</b></p>	
<p align="center"><b>Concessionaire Facilities and Associated Possessory Interest</b></p>			
Fac. NO	Description		Possessory Interest at Agreement Effective Date
<b>1</b>	Cabin #1 (2 Bedroom)		100%
<b>2</b>	Cabin #2 (2 Bedroom)		100%
<b>3</b>	Cabin #3 (2 Bedroom)		100%
<b>4</b>	Cabin #4 (2 Bedroom)		100%
<b>5</b>	Cabin #5 (3 Bedroom)		100%
<b>6</b>	Cabin #6 (3 Bedroom)		100%
<b>7</b>	Managers Office/Living Quarters		100%
<b>8</b>	Shed		100%
<b>9</b>	Pool and Heater		100%
<b>10</b>	Main Marina docks (including lifts)		100%
<b>11</b>	Summersun docks		100%
<b>12</b>	Horsehead docks		100%
<b>13</b>	Inferno building		100%
<b>14</b>	Floating Convenience Store building		100%
<b>15</b>	Sanitary pump out		100%
<b>16</b>	Fuel tanks and pumps		100%
<b>17</b>	Trailer area water systems		<b>100%</b>



## **EXHIBIT B**

### **PERFORMANCE STANDARDS FOR THE OPERATIONS AND MAINTENANCE OF THE ANGOSTURA RECREATION AREA RESORT**

The following Performance Standards (“Standards”) of the operation and maintenance of the Resort sets forth the specific responsibilities to be performed by the Concessionaire as required by the Agreement effective on January 1, 2023. These Standards are an integral element of the Agreement. These Standards set forth the general, operational and maintenance requirements of the Concessionaire with respect to all services, Government Facilities, Concessionaire Facilities and land assigned for use by the Concessionaire at the Resort, unless specifically provided for elsewhere in the Agreement between the parties. The Standards are subject to annual review and may be amended by mutual written agreement of the parties.

Any material deviation from the Standards set forth herein shall be a breach by the Concessionaire of the Agreement and shall be subject to the applicable terms and conditions set forth in the Agreement.

#### **Section 1. General**

All operations and activities shall be conducted in compliance with local, state and federal laws, regulations and standards applicable within the Resort. Use of the assigned area by the Concessionaire is limited to operation of the Resort set forth in the Agreement or as approved by the Department which are necessary to provide the minimum required and authorized services as outlined in Section 3 of the Agreement. The assigned area is defined by Exhibit A-1 of the Agreement. The Department reserves the right for the public to travel across the land, trails, and roads within the Resort boundaries. The Concessionaire shall not restrict access to public waters along the frontage of the Resort boundaries.

#### **Section 2. OPERATIONS**

##### **(a) Dates of Operation**

Resort facilities and services must be open and available to the public. The minimum season for all locations and services, except beachside food service, that shall be considered is daily operation during May 15 until the Tuesday immediately following Labor Day. Beachside food service shall be open on weekends and all holidays from May 15 until the Tuesday immediately following Labor Day. Concessionaire shall have access to the Resort at all times during the term of the agreement. During those periods when the facilities and services are not open to the public, the Concessionaire’s



activities shall be limited to those necessary to accomplish its administrative, maintenance, capital improvement and security obligations and responsibilities under the Agreement. Any exceptions to this must be approved by the Department. If the Resort is open or offering services beyond the minimum required dates as required by this Agreement, the Concessionaire must provide a schedule of the days, hours and services that shall be available to the Park Supervisor in advance of any changes in said schedule.

**(b) Hours of Operation**

- (i) On dates when the minimum required services are open and available to the public, operating hours shall be in accordance to the following schedule. Minimum hours of operation shall be required if this service is provided. Maximum hours of operation shall not be exceeded. Operating hours must be posted on the premises.

<b>Operating Hours</b>			
		Minimum	Maximum
	Convenience Store	8:00 am to 8:00pm	6:00am to 11:00pm
	Food Service (Fridays, Saturdays and Sundays)	11:00 am to 7:00pm	8:00am to 11:00pm

- (ii) Deviations from this standard must be submitted in writing and in advance of any modifications and shall be subject to approval by the Department.
- (iii) An authorized representative of the Concessionaire shall be available to the Department’s on-site representative at all times to respond to and handle emergencies. A listing of authorized Concessionaire representatives and their permanent residence telephone numbers shall be provided to the Department at the commencement of the Agreement and annually thereafter to be included in the annual operating plan. Modifications to the listing shall be communicated to the Department within twenty-four hours of the same.

**(c) Utilities**

Electricity – The Concessionaire shall be responsible for activating electrical service with the electric provider and paying directly to the provider all electrical costs attributable to usage of the Resort. The Concessionaire shall be responsible for maintenance of the electrical services that serve the Resort. All electrical repairs shall be conducted by a qualified individual licensed by the South Dakota Electrical Commission.

- (i) Water – The Concessionaire shall be responsible for activating water service with the water provider and paying directly to the provider all water costs attributable to usage of the Resort. The Concessionaire shall be responsible for maintenance of the water systems that serve the Resort. All water system repairs shall be performed by a qualified individual licensed by the South Dakota Plumbing Commission, unless for emergency temporary repairs required to prevent or minimize property damage or for public safety.
- (ii) Sewer – The Concessionaire shall be responsible for activating wastewater disposal service with the wastewater disposal provider and paying directly to the provider all wastewater disposal costs attributable to usage of the Resort. The Concessionaire shall be responsible for maintenance of the sanitary sewer collection system. All sanitary sewer collection system repairs shall be performed by a qualified individual licensed by the South Dakota Plumbing Commission, unless for emergency temporary repairs required to prevent or minimize property damage or for public safety.

The Concessionaire shall ensure that any septic tank within the Resort is pumped as needed and functions properly to ensure the proper operation of the sewer system.

The Concessionaire shall not discharge or permit to be discharged any chemicals, substances or materials into any sanitary or storm sewer system that are not lawful and labeled or designated as acceptable for such discharge into the sewer systems.

- (iii) Television - The Concessionaire shall provide television services to all nightly rental lodging units within the Resort. Expenses for repairs and maintenance of the television signal delivery systems are the responsibility of the Concessionaire.

- (iv) Communications - The Concessionaire shall provide telephone and wireless internet services in the restaurant and to the marina slips. Expenses for repairs and maintenance of the telephone and wireless internet systems are the responsibility of the Concessionaire.

**(d) Department Activities**

The Department shall advise the Concessionaire in advance of activities other than maintenance, law enforcement and inspections to be conducted within the Resort, notwithstanding the Department's rights to access as specified in the Agreement.

**(e) Visitor Information**

- (i) The Department shall provide at no expense to the Concessionaire, and the Concessionaire shall make available and provide without charge to all patrons and Resort visitors, informational literature, safety precautions and notification of potential hazards with respect to Angostura Recreation Area.
- (ii) The Department shall cooperate with the Concessionaire in the distribution and communication of available concession services and customer satisfaction surveys, so long as all materials are provided to the Department free of charge, and Department resources are available to perform the requested distribution and/or communication.
- (iii) In an effort to evaluate and improve public services provided by Concessionaires throughout the state park system, the Department may wish to implement customer satisfaction surveys for Concessionaire patrons. The Concessionaire shall cooperate with the Department for the distribution, collection, and administration of any customer satisfaction surveys or comment cards.

**(f) Orientation Training for Resort and Park Employees**

- (i) All Resort employees and volunteers shall be able to effectively and courteously respond to the public to inform them of all the Resort's and Park's services, activities, and information.
- (ii) The Concessionaire agrees on an annual basis to arrange for and allow Park employees to attend, or as otherwise

agreed to be necessary by the Concessionaire and Park Supervisor, an orientation session scheduled and conducted by the Concessionaire to acquaint Park employees with the resources, features and services of Angostura Recreation Area. Concessionaire employees, and designated representatives that are employed by the Concessionaire at the time that the training is offered, shall participate in training provided by the Department on Park regulations and informational topics

- (iii) The Concessionaire shall ensure that all of its employees are trained in risk management, customer relations and food safety (where applicable-for staff involved in food handling).

**(g) Advertising**

- (i) In addition to the provisions under 41:13:02:08, use of the State seal, Department or other logos affiliated with the Division of Parks and Recreation, is expressly prohibited without prior written approval of the Department.
- (ii) Promotional material distributed within the Park is restricted to services and facilities within the Park and region and is subject to approval by the Park Supervisor.

**(h) Special Events**

- (i) Special events planned or promoted by the Concessionaire must be proposed in writing and receive prior written approval of the Department. Written proposals shall be made at least 15 days in advance of the planned special event.
- (ii) Special events are those activities which materially deviate from the minimum required and authorized Resort services. In addition to the written approval of the Department, special events permits may be necessary. Conformance to all Department regulations related to special events shall be required.

**(i) Employees**

- (i) Any changes or appointments proposed by the Concessionaire to the management personnel that oversee all of the Resort areas are subject to Department approval.
- (ii) Each on-site resort manager must possess the necessary experience and expertise to ensure a high quality resort

operation. The Concessionaire shall employ only competent and orderly employees who shall keep themselves neat and clean and accord courteous and competent treatment and service to all patrons. Whenever the Department notifies the Concessionaire that a Concessionaire employee is disorderly, incompetent or unsatisfactory, the Concessionaire shall investigate the matter thoroughly, and take appropriate action to correct.

- (iii) The Department shall issue to all employees and volunteers of the Concessionaire a park entrance license exemption decal to be placed and properly displayed in employee and volunteer vehicles at all times when the vehicles are parked within the Resort. The exemption shall be valid only for current employees and volunteers of the Resort while actively working at the Resort. The exemption decal is valid for employees or volunteers traveling under the most direct route from the Park entrance to their designated work duty station, during designated working hours.
- (iv) In providing visitor services, the Concessionaire must require its employees to observe a strict impartiality as to rates and services in all circumstances.
- (v) The Concessionaire shall ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public. The Concessionaire shall have its employees who come in direct contact with the public, so far as practicable, wear a uniform or badge by which they may be identified as the employees of the Concessionaire.
- (vi) The Concessionaire shall provide all personnel necessary to provide the visitor services required and authorized by this Agreement.
- (vii) The Concessionaire shall comply with all applicable laws relating to employment and employment conditions.
- (viii) The Concessionaire shall establish pre-employment screening, hiring, training, employment, termination and other policies and procedures for the purpose of providing visitor services through its employees in an efficient and effective manner and for the purpose of maintaining a healthful, law abiding, and safe working environment for its employees. The Concessionaire shall conduct appropriate background reviews of applicants to whom an offer for employment may be extended to assure that they conform to the hiring policies established by the Concessionaire.

- (ix) The Concessionaire shall review the conduct of any of its employees whose actions or activities are considered by the Concessionaire or as reported to the Concessionaire by the Department to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and shall take such actions as are necessary to correct the situation.
- (x) The Concessionaire shall maintain, to the greatest extent possible, a drug free environment in the workplace and within the Resort. The Concessionaire shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and in the Resort, and specifying the actions that shall be taken against employees for violating this prohibition.

**(j) Signs**

- (i) The Department is responsible for providing and maintaining all traffic control signs within the Resort. The Concessionaire is responsible for providing and maintaining all other signs within the Resort. All signs must be approved in advance by the Department and be of a design and fabrication that is consistent with the signage program of the overall Park.
- (ii) No signs, permanent or temporary, may be erected or placed outside of the Resort, on Department property without the prior written approval of the Park Supervisor.
- (iii) All signs shall be of a professional quality appearance.
- (iv) Signs or other paraphernalia visible to the general public associated with political candidates or issues is expressly prohibited. There shall be no signs visible from outside the buildings within the Resort that contain any advertisements or insignia that identify with intoxicating beverages without the written permission of the Department.

**(k) Complaints**

- (i) It is anticipated that from time to time a minimal number of complaints shall be received from the public who utilize the Resort and its services. The Concessionaire shall document and attempt to resolve any and all such complaints, including forwarding a copy of any written communications regarding the same to the Department and the Park Supervisor.
- (ii) Any complaints regarding the Resort received by the Department shall be documented and forwarded to the Concessionaire for resolution.

**(l) Pets**

Pets maintained by Resort employees or guests must be kept under control in accordance with established state park rules. Pets shall not be allowed in public areas such as the restaurants and stores with the exception of service animals pursuant to SDCL 20-12-23.2 and 23.4 and applicable federal laws.

**(m) Safety**

- (i) The Concessionaire must maintain and test all life and property safety equipment, devices and systems according to established and applicable laws, rules, regulations, and codes. Such equipment, devices, and systems may include but are not limited to smoke detectors, fire extinguishers, fire suppression systems, alarms, escape routes and egress openings. Any malfunctions of safety equipment, devices and systems must be reported to the Park Supervisor immediately.
- (ii) The Concessionaire shall immediately notify the Department of any accident of which it has knowledge involving visitors, patrons or employees. The Department shall immediately notify the Concessionaire of any accident that involves personal injury or property damage in the Resort in addition to any pending or actual litigation.
- (iii) The Concessionaire must provide and promote policies and training to its employees on how to detect, report and minimize any unsafe or hazardous situations.

**(n) Rentals**

- (i) All equipment offered to the public for rental shall be maintained in good operating condition and appearance.

Defective or damaged equipment shall not be rented at any time.

- (ii) All watercraft that are available for rent shall be equipped with at least one approved personal flotation device per rated passenger. All vessels shall comply with all state and U.S. Coast Guard regulations and laws.
- (iii) All watercraft that are on the water shall be discreetly identified with the company name and an identification number.
- (iv) The Concessionaire shall reasonably attempt to ascertain the prospective renter's ability and competency to safely operate the item(s) being rented. Where reasonable doubt as to the required ability and competency exist, the Concessionaire may refuse to rent the item(s).
- (v) The Concessionaire shall clearly indicate as part of the rental agreements utilized in its operation, the specific and implied liabilities resulting from a prospective customer's use of the rental equipment.

**(o) Food and Beverage Service**

- (i) The Concessionaire shall comply with all applicable health codes, laws and regulations in order to maintain the required South Dakota Department of Health food service establishment license. Copies of all inspection reports must be provided to the Department. The Concessionaire must immediately notify the Department of any deficiency or failure to comply as a result of Department of Health inspections.
- (ii) Food Safety Certification. The Concessioner shall have at least one full-time certified food safety manager. The manager shall be certified as a ServSafe Food Protection Manager by the National Restaurant Association. The Concessioner is required to train all employees involved in food preparation in compliance with all applicable laws.
- (iii) Liquor Laws. The Concessioner shall have at least one full-time manager that has attended a liquor law training program and is required to train all employees involved in alcoholic beverage service in compliance with all applicable laws.



- (iv) On and off-sale alcoholic beverages shall be permitted to the extent that those services authorized under the Concession Agreement and subject to the Concessionaire's securing of all applicable licenses and permits and complying with all applicable state laws.
- (v) All foods, drinks, beverages, confections, refreshments and the like sold or kept on the premises for sale shall be of first quality, wholesome and pure and shall conform in all respects to the applicable federal, state and municipal laws and regulations. No imitation, adulterated or misbranded article shall be sold or kept for sale, and all material on hand shall be sorted and handled with due regard for sanitation.

**(p) Merchandise, Convenience Items and Accessories Sales**

- (i) All merchandise, convenience items and accessories and the like sold or kept on the premises for sale shall be of the first quality, wholesome and pure and shall conform in all respects to the applicable federal, state and municipal laws and regulations. No imitation, adulterated or misbranded article shall be sold or kept for sale. Concessionaire shall be responsible for collecting and remitting all sales taxes as required by law.
- (ii) Display areas and shelving are to be clean and attractive and the merchandise well presented and uncluttered.
- (iii) No merchandise shall be sold which persons of normal sensitivity might consider to be obscene, sexually oriented, profane, vulgar or demeaning.
- (iv) Fireworks shall not be sold, stored or used at the Resort.

**(q) Rental Lodging**

- (i) At a minimum all cabins shall provide the following amenities:
  1. Beverage containers (plastic or glass)
  2. Clock radio or clock
  3. Towel service that correlates to the number of pillows
  4. Iron and ironing board available upon request (irons must be equipped with automatic shut-offs)
- (ii) All cabins and lodge rooms shall be given daily maid service if desired by guests.
- (iii) Posted check in time must be no later than 4:00 p.m. and check out time must be no earlier than 11:00 a.m.

- (iv) Each cabin and lodge room shall contain adequate furnishings jointly acceptable to the Department and Concessionaire.
- (v) Carpets, sheets, bedspreads, pillowcases, blankets, terry and window coverings must not be frayed, faded, worn, stained, odiferous, or contain holes.
- (vi) All rugs must be kept clean and free of stains and offensive odors. Carpets and rugs must be vacuumed daily if desired by the guest.
- (vii) Non-smoking rooms shall be provided in accordance with hospitality industry and guest trends.
- (viii) The front desk shall be available for guest services during the minimum hours of the convenience store during the minimum operating season.
- (ix) Each cabin and room must be equipped with an operational fire extinguisher. Appropriate fire exit information shall be posted in each cabin and room in accordance with South Dakota law.
- (x) Each cabin and room must be equipped with a carbon monoxide and explosive gas detection device, unless room is heated by a non-combustive heating system.
- (xi) Reservations shall be accepted via the phone, email, internet, and regular mail.
- (xii) Rates, charges, check in/check out and appropriate hotel regulations should be posted in each cabin and room.
- (xiii) The Concessionaire shall comply with all applicable laws in order to maintain the required South Dakota State Department of Health lodging establishment license.

**(r) Seasonal Private Exclusive Use Trailers**

- (i) The Concessionaire shall issue trailer leases to each individual owner for a maximum of 5 years with a 5-year renewal option. The lease will be reviewed at the end of each five year period and will be subject to approval by the Department.
- (ii) The Concessionaire will assess an annual lease fee to each trailer lease holder which may be adjusted annually by Concessionaire, subject to approval by the Department.
- (iii) The trailer leases must be issued to and the trailers must be occupied by their respective owners. Subleasing is prohibited.
- (iv) The Concessionaire shall establish and continuously maintain a waiting list for interested trailer site renters. The waiting list shall be submitted to the Department by May 1 of each year.

- (v) Upon expiration, non-renewal or termination of an individual lease, the Concessionaire shall offer the site to the first interested renter on the waiting list. If said renter is not able to provide a trailer and occupy the site by the start of the next season, the Concessionaire shall then offer the rental of the site to interested buyers in the order they appear on the waiting list. The offer by the concessionaire and the denial or acceptance of the site by the renter must be in writing and maintained in Concessionaire's records at all times during the term of this agreement and shall be submitted to the Department upon request.
- (vi) In the event that site rental is granted to an incoming renter in accordance with the above subsection (iv), said renter shall provide its trailer and the moving and installation thereof at its expense.
- (vii) Trailers may not under any circumstances be sold on site or within the Resort or Recreation Area without prior written approval from the Concessionaire and Department. In the event of lease non-renewal, expiration or termination whether by cause or voluntary, the trailer must be removed from the site unless otherwise approved by the Concessionaire, which costs will be borne by its owner.
- (viii) Trailer lessees may at any time replace their trailer home upon approval of the structure by the Concessionaire.
- (ix) The Concessionaire reserves the right, in its sole discretion, to determine the acceptability of any trailer proposed to be moved into the Resort's private exclusive use areas. All trailers proposed to be moved on to the site shall be:
  - a. No older than 10 years at time of proposal
  - b. In safe, sound structural condition as determined by the Concessionaire
  - c. Of acceptable physical appearance as determined by the Concessionaire the criteria for which shall include but not be limited to the condition and color of roofing and siding materials, color of proposed skirting materials as well as condition and color of windows and doors.
  - d. Of modular or manufactured construction.
  - e. Class A, B and C motor homes and pull type campers are allowable for seasonal site rental and occupancy provided they are no more than 10 years old at time of lease issuance, are in road ready condition at all times and are adequately connected to sewer facilities. Any and all units allowed pursuant to this paragraph must be removed over the winter annually.
- (x) The Concessionaire, at its discretion, reserves the right to require a replacement, repair, or adjustment of any trailer if deemed necessary.

- (xi) Trailer size shall not exceed 16 feet in width or 80 feet in length.
- (xii) All automobiles, boats, boat trailers on site must be licensed to the lessee of the site, in good working order, in a road-ready condition at all times. Owners may not store such vehicles or boats on the permitted site that are not licensed to them.
- (xiii) Unoccupied motor homes, campers, or other recreation vehicles (RVs) may not be parked on the site. Guests of Permittee will be allowed to camp on the permitted site but are subject to the non-electric campsite fees set for Angostura Recreation Area and only one (1) camping unit is allowed at any one time for no more than 14 consecutive days.
- (xiv) No vehicles may be present on the permit site unless it is being occupied.
- (xv) During the period of November 1 through March 31, no vehicles, boats, possessions or personal property including may be visible on the site.
- (xvi) No refuse, junk, scrap materials, furniture, tires or any other discarded items will be visible on the site at any time.
- (xvii) The Department may impose restrictions as to burning or open flame on the permitted site in response to wildfire danger conditions. All outdoor fireplaces must be approved by the Department prior to installation and maintained in accordance with "Guidelines for Minimum Acceptable Safety Requirements for Outdoor Fireplaces" developed by the South Dakota Department of Agriculture, Division of Forestry document no. AG-DOF-216-89.
- (xviii) Disorderly or otherwise objectionable conduct by the owner or those occupying the site with his consent shall be cause for the termination of its lease.
- (xix) No livestock or fowl shall be kept on the site.
- (xx) All pets must be contained or on a leash. Concessionaire may require pets to be removed from the permitted site if they annoy or endanger other users of the area.
- (xxi) No fences or signs shall be erected upon the permitted site unless written approval has been received from the Concessionaire.
- (xxii) Occupancy of the cabin site or buildings between the 1<sup>st</sup> of November and the 30<sup>th</sup> of April is limited to no more than ten occupied days per month
- (xxiii) Private business or commercial activities shall not be conducted on the site.
- (xxiv) The Department reserves the right to enforce at any time the requirements and standards contained in this Section (t).

**(s) Fuel Sales**

- (i) Concessionaire shall be responsible for the proper fueling of all vehicles and boats, instructing the public who wish to fuel their own vehicles on the appropriate safety measures that must be undertaken prior to fueling the vehicle.
- (ii) The fuel storage tanks and dispensing systems shall be operated in accordance with applicable laws

**(t) Boat Slip Allocation Process**

- (i) Near the first of each calendar year slip lease contracts will be sent out to all slip holders of record from the previous season. The concessionaire may refuse issuance of a new slip contract only if the slip holder has materially breached its Department-approved slip rental contract with the Concessionaire. It is required that the previous slip holder return the slip lease with full payment by February 15 to reserve the same slip for the new season. Immediately after that date, changes to slip type or location (requested by returning slip holders) are made if available.
- (ii) Once this process is complete with last year's slipholders, the assignment of vacant slips begins. New slip lease contracts are sent out to any person requesting a slip in writing for the new season on a first come, first served basis. In the case of an over demand for a particular size or location of slips the oldest written request will be honored first.
- (iii) The Department shall have access to all slip rental documentation and correspondence upon request.

**SECTION 3. MAINTENANCE AND FACILITY IMPROVEMENTS**

**(a) General**

All maintenance and facility improvements shall meet all federal, state or local legal and regulatory requirements, including the Americans with Disabilities Act.

**(b) Plans and Materials**

- (i) Proposals by the Concessionaire to change physical facilities, both Government Facilities and Concessionaire Facilities, shall follow procedures outlined in ARSD 41:13.
- (ii) All plans and materials are subject to Department approval.

**(c) Maintenance Responsibilities-Concessionaire**

Maintenance, for the purpose of this Agreement shall include, but not be limited, to all routine, preventative and cyclical maintenance of facilities, equipment, utilities, and grounds necessary for the quality operation and appearance of the Resort.

- (i) **Buildings and Structures** – The Concessionaire shall maintain all buildings and structures, including Government Facilities, assigned to or owned by the Concessionaire. Maintenance includes, but is not limited to painting, electrical and plumbing maintenance and cleaning. Maintenance and cleaning should be equivalent to that generally provided by skilled workers using commercial quality building maintenance equipment and materials. Exterior and interior paint and roof colors must be approved in advance by the Department.
- (ii) **Personal Property** – The Concessionaire shall maintain all Personal Property assigned to or owned by the Concessionaire including, but not limited to painting, re-finishing, cleaning, and repairing. Maintenance and cleaning should be equivalent to that generally provided by skilled workers using commercial quality maintenance equipment and materials.
- (iii) **Boat Docks and Slips** – The Concessionaire shall maintain, replace, install and remove boat docks, slips and marina accesses as authorized and necessary, including the Department-owned breakwater. Off-season storage of boat docks and slips shall be allowed in the locations approved by the Department. The dock surface, floatation and ramps must be in good condition, properly positioned and secured. They must be sturdy, free from cracks, protruding nails or boards or uneven or broken surfacing. The Concessionaire shall be responsible for maintaining proper adjustment of all marina system winches in the main marina as well as proper anchoring for boat slips in the south marina.
- (iv) **Reflective Breakwater** – Concessionaire shall be responsible for repairs and maintenance to the Department owned

reflective breakwater for damages resulting from activities of Concessionaire or its customers.

- (v) Sanitary Boat Pump Out – Concessionaire shall be responsible for maintaining the sanitary boat pump out and lines connecting to the on shore lift station.
- (vi) Sidewalks, Steps, Decks and Landings – The Concessionaire shall maintain all concrete, wood and gravel sidewalks, steps, decks and landings within the Resort. All walking surfaces shall be in good condition, level, smooth, and properly positioned and secured. They must be sturdy, free from cracks, protruding nails or boards or uneven or broken surfacing.
- (vii) Grounds – Mowing, weed/pest control, and maintenance of landscaping within the Resort shall be the responsibility of the Concessionaire. The grounds shall be maintained at a level that will provide an attractive, safe, functional and nuisance-free environment. All trees shall be maintained according to generally accepted arboricultural techniques appropriate for this geographic area. Hazard trees may be removed from the Resort with the approval of the Department. All turf areas shall be established and maintained according to generally accepted turf culture appropriate to this geographic area.
- (viii) Garbage and Trash – The Concessionaire shall be responsible for all litter pickup and removal of trash in the Concession Area. Garbage and trash from the Resort shall be disposed of on a regular basis through a Concessionaire maintained contract with a local garbage hauler. The Concessionaire shall provide at least (SD) one dumpster at the following locations: Main Marina; Summer Sun trailer area; Horsehead trailer area; and at the restaurant. All receptacles are to be provided by the Concessionaire and shall be kept clean, well maintained, serviceable and contained where necessary.
- (ix) Flagpoles, Television and Radio Antennas, Satellite Dishes – The Concessionaire shall provide maintenance for all masts and electronic systems for entertainment/communication devices. As with other structures, construction, modification or relocation of these devices require prior written approval of the Park Supervisor.
- (x) Health and Safety – Facilities assigned to the Concessionaire are subject to periodic inspections for health

and safety requirements. Repairs, corrections, improvements or operational changes determined necessary by the Department as a result of these inspections shall be at the sole cost and responsibility of the Concessionaire.

- (xi) Fire Protection Equipment – The Concessionaire shall provide and maintain in good working order, fire detection and protection systems that conform to and comply with applicable laws. The Concessionaire shall comply with all directives or recommendations of the Fire Marshall's office.
- (xii) Locks – The Concessionaire shall provide the Park Supervisor with Resort facility keys necessary for security, emergency or other lawful purposes.
- (xiii) Winterizing Facilities – The Concessionaire is responsible for taking appropriate measures to protect all facilities for which the Concessionaire has maintenance responsibility. Protective measures may include (but not limited to), draining and flushing of water lines, window bracing, and utility shut-offs. The Concessionaire is responsible for spring re-opening while it is the concessionaire.

Snow Removal. The Concessionaire shall be responsible for snow removal within the Resort including parking lots and sidewalks that serve Concessionaire facilities. The Concessionaire is responsible for marking fire hydrants, propane tanks, and other fuel storage/dispensing facilities with snow stakes/flags and for keeping snow clear around hydrants.

- (xiv) Grease Traps (if applicable). The Concessionaire shall be responsible for maintaining grease traps. Grease traps must be pumped on a regular basis, with documentation available to the Department, and the grease disposed of outside the Park and in accordance with applicable laws. The Concessionaire shall notify the Department within 24 hours in the event of a grease trap failure.
- (xv) Restrooms. All restrooms within Resort shall be well maintained by the Concessionaire, cleaned and restocked with paper products a minimum of two times per day, and with greater frequency during peak periods. Fixtures and equipment shall be fixed immediately upon notification of a problem. No bathroom fixture shall be left out of order for more than 24 hours.



- (xvi) Fire Grates. All fire grates and fire places must be properly maintained. Outdoor fireplaces must be maintained in accordance with “Guidelines for Minimum Acceptable Safety Requirements for Outdoor Fireplaces” developed by the South Dakota Department of Agriculture, Division of Forestry document no. AG-DOF-216/89. The Park Supervisor may impose fire restrictions at any and all resort locations at any time as the result of wildfire risk assessments.
- (xvii) Rental Lodging: Case goods shall be well maintained and repaired to ensure a pleasant and safe guest experience. Any scratches and/or defacement of case goods shall be fixed or the piece of furniture shall be replaced prior to the room being rented. All case goods (unless historic) shall be replaced or refurbished at least once every 15 years, based on current estimated age and expected life cycle, or sooner if a furnishing does not meet facility standards. Mattresses shall be replaced every 10 years or sooner, based on estimated age if their condition warrants it. Soft goods shall be clean and free from any stains, holes or tears. An adequate inventory of replacement soft goods shall be kept on hand in order to replace damaged soft goods prior to renting a rental unit. Soft goods shall be replaced every seven years or sooner if the condition warrants it.
- (xviii) Swimming Pool – the Concessionaire shall be responsible for maintaining the swimming pool and ensuring that the pool and water quality meets all applicable codes and standards.
- (xix) Restaurants. Restaurant tables and chairs shall be well maintained and repaired to ensure a pleasant and safe guest experience. Any scratches and/or defacement of items shall be fixed or the piece of furniture shall be replaced prior use. All tables and chairs (unless historic) shall be replaced or refurbished at least once every 10 years, based on current estimated age and expected life cycle, or sooner if a furnishing does not meet facility standards. Soft goods, including linen, shall be clean and free from any stains, holes or tears. An adequate inventory of replacement soft goods shall be kept on hand in order to replace damaged soft goods.

The Concessionaire is responsible for annually cleaning and inspecting active chimneys and exhaust ducts, inspecting range/grill hoods monthly and cleaning as required.
- (xx) Retail Operations. All shelving and merchandise display areas shall be sound, secure, clean and presentable..

- (xxi) Cold Storage Area – the Concessionaire shall be responsible for maintaining the cold storage area which includes orderly storage of concession owned items, keeping the area restricted from public access and removing any damaged, broken or unusable materials or supplies.
- (xxii) Removable equipment. All Concessionaire operated appliances, machinery, and equipment; including parts, supplies and related materials will be maintained, serviced, and repaired per manufacturer’s recommendations, and replaced as necessary.
- (xxiii) Gas tanks, pumps, lines, spill containment system and leak detection. All systems included in the fuel storage, delivery, dispensing, and leak/spill detection must be maintained by the Concessionaire to ensure its optimum functionality.
- (xxiv) Roads and Parking Lot – The concessionaire shall be responsible for maintenance and grading of all non-paved areas within the Resort Lease Areas.

**(d) Maintenance Responsibilities-Department**

- (i) Roads and Parking Lot – The Department will be responsible for maintenance of roads and parking lots within the Resort. This maintenance will include necessary crack seal, pothole repair and surfacing of paved areas. Snow Removal will be in accordance with Section 3 (d) (ii) of this Exhibit below.
- (ii) Snow Removal – The Department will be responsible for snow removal necessary to maintain access to key public and administrative areas located within the Resort. Snow removal will be performed on weekdays (Monday – Friday) during regular park employee work hours (8:00 a.m. – 5:00 p.m.). During these periods, the Department is not obligated to perform snow removal until snowfall, blowing and drifting have ceased. The Department cannot guarantee snow removal for the access road outside of regular park employee work hours, but agrees to cooperate if staff is reasonably available to perform such duties.
- (iii) Reflective Breakwater – the Department shall be responsible for repairs and maintenance on the reflective breakwaters necessary as a result of normal wear and tear or at end of

useful life. The maintenance responsibilities of the Department are limited to the main structure only. Concessionaire is responsible for the maintenance and repairs on its slips connected to the reflective breakwater.

- (iv) Government facilities – the Department shall be responsible for maintaining the following facilities within the main marina area: Boat ramps, dock and courtesy dock; Grooming Ski Beach weekly during the operating season; Double vault toilet; beach rest room facility; two sanitary lift stations; provide one trash receptacle at boat ramp; provide one trash receptacle at Ski Beach parking lot.
- (v) Groundskeeping – the Department shall be responsible for the following groundskeeping activities within the main marina area: mowing, trimming, landscaping, trees and irrigation to the area between the ski beach and the parking lots and along the main access road and bike trail.

#### **SECTION 4. INSPECTIONS AND AGREEMENT COMPLIANCE REVIEWS**

##### **(a) Maintenance Inspections**

- (i) Representatives from the Department and the Resort shall conduct preventative maintenance and inspections of the Resort grounds and facilities. At minimum, at least one inspection will be held in the spring prior a week before Memorial Day and in the fall no later than October 31. The purpose of the inspection will be to identify the current conditions and maintenance levels of the facilities and Personal Property therein.
- (ii) Upon analysis of the results of the inspection, the Department will present the Concessionaire with a written list of maintenance objectives for which the Concessionaire is responsible and a list of maintenance objectives the Department is responsible for in the Resort. The Department and the Concessionaire will jointly agree to the prioritization of the projects and the schedule for completing the identified maintenance work. The Department and Concessionaire shall also agree as to what projects are to be included to satisfy the Repair and Maintenance Reserve as required in Section 14 of the Concession Agreement. The Concessionaire shall submit a repair and maintenance program and plan to the Department for approval no later than November 1 of each year.

- (iii) In the event that the Concessionaire refuses or fails to perform any of the projects identified by a date and time specified in the written inspection report, the Department specifically reserves the right to complete the project(s) and charge the resulting expenses to the Concessionaire.

**(b) Health, Safety, and Fire Inspections**

- (i) There may be other inspections as required by law or insurance policies pertaining to but not limited to health, safety, fire, and environmental rules and regulations that are the responsibility of other agencies or authorities. The Concessionaire must notify the Department in advance of any such inspection and allow Department staff to accompany the inspection.
- (ii) Copies of the inspection or report must be provided to the Department upon request. Any failures, substandard or otherwise unsatisfactory scores, inspections or individual components of an inspection must be reported to the Department immediately.

**(c) Agreement Compliance Audits**

- (i) The Department reserves the right to conduct Agreement Compliance Audits during the course of each Agreement year. The purpose of the Audit will be to ascertain on a qualitative and quantitative basis, the Concessionaire's compliance with all requirements of the Agreement. The form and content of such an audit may include but not be limited to; inspections, product sampling, customer surveys, blind shopping, interviews and other techniques as required to satisfy the Department that all elements and requirements are being performed at a level consistent with the Standards and other covenants of the Agreement. A written summary of the results of the performance audit will be provided to the Concessionaire. When remedial actions are needed, a specific date will be given for a follow-up audit to ensure the necessary corrective measures have been taken. In the event that corrective measures have not been implemented by the date specified, the Department reserves the right to take the necessary action and then bill the Concessionaire for the direct cost of the corrective action taken.

## EXHIBIT C

### TRANSITION TO A NEW CONCESSIONAIRE

#### Section 1. In General

The Department and the Concessionaire hereby agree that, in the event of the expiration or termination of this Agreement for any reason (hereinafter "Termination" for purposes of this Exhibit) and the Concessionaire is not to continue the operations authorized under this Agreement after the Termination Date, the Department and the Concessionaire in good faith will fully cooperate with one another and with the new Concessionaire or Concessionaires selected by the Department to continue such operations ("New Concessionaire" for purposes of this Exhibit), to achieve an orderly transition of operations in order to avoid disruption of services to park area visitors and minimize transition expenses.

#### Section 2. Cooperation Prior to the Termination Date

At such time as the Director may notify the Concessionaire that it will not continue its operations upon the Termination of this Agreement, the Concessionaire shall, notwithstanding such notification:

##### (a) Continue Operations.

Continue to provide visitor services and otherwise comply with the terms of the Agreement in the ordinary course of business and endeavor to meet the same standards of service and quality that were being provided previously, and with a view to maintaining customer satisfaction.

##### (b) Continue Bookings.

Continue to accept all future bookings for any hotel, lodging facilities, or other facilities and services for which advance reservations are taken; not divert any bookings to other facilities managed or owned by the Concessionaire or any affiliate of the Concessionaire; and notify all guests with bookings for any period after the Termination Date that the facilities and services are to be operated by the New Concessionaire. The Concessionaire may quote rates based upon rates approved by the Department. Promptly following notification to the Concessionaire by the Department of the selection of the New Concessionaire, the Concessionaire shall provide the New Concessionaire with a copy of Concessionaire's reservation log for visitor services as of the last day of the month prior to the selection of the New Concessionaire, and thereafter the Concessionaire shall update such log on a periodic basis (but no less frequently than thirty (30) days) until the Termination Date. The reservation log shall include, without limitation, the name of each

guest, and the guest's (1) address, (2) contact information, (3) dates of stay, (4) rate quoted, (5) amount of advance deposit received and (6) confirmation number, if applicable.

**(c) Designating a Point of Contact and Other Actions.**

Cooperate with the Department and the New Concessionaire to ensure the smooth transition of operations by: (1) designating one of the Concessionaire's executives as the point of contact for communications between the Concessionaire and the New Concessionaire; (2) providing the Department and the New Concessionaire with access to any assigned Real Property Improvements, including "back-of-house areas" and including copies of the keys to assigned Real Property Improvements; (3) providing the Department and the New Concessionaire with full access to the books and records, licenses and all other materials pertaining to any assigned Government Facilities and Concessionaire Facilities and the Concessionaire's operations in general; (4) providing the Department and the New Concessionaire with copies of all maintenance agreements, equipment leases (including short-wave radio) service contracts and supply contracts, including contracts for on-order merchandise (collectively, "Contracts"), and copies of all liquor licenses and other licenses and permits (collectively, "Licenses"); (5) allowing the New Concessionaire to solicit and interview for employment all of the Concessionaire's salaried and hourly employees, including seasonal employees through a coordinated process implemented by the Concessionaire; and (6) not entering into any contracts or agreements that would be binding on any assigned Government Facilities or Concessionaire Facilities or operations in general after the Termination Date without the prior written agreement of the New Concessionaire.

**(d) Financial Reports.**

Within 30 days after receipt of the notification of the selection of the New Concessionaire, provide the New Concessionaire with a financial report with respect to the operation of any assigned Real Property Improvements and the Concessionaire's operations in general as of the last day of the month prior to receipt of such notification.

Thereafter, the Concessionaire shall update such financial report on a periodic basis (but no less frequently than thirty (30) days) until the Termination Date. Such financial report shall include, at a minimum:

- (i) A balance sheet for the Concessionaire's assigned Real Property Improvements, if any;
- (ii) a schedule of pending accounts payable; and
- (iii) a schedule of pending accounts receivable.

**(e) Inventory and Personal Property.**

Provide the New Concessionaire with a complete, detailed and well-organized list of physical inventory, supplies, and other Personal Property owned or leased by the Concessionaire in connection with its operations under the Agreement (including a list of such items that are on-order) The list shall be provided to the New Concessionaire within thirty (30) days following receipt of the notification of the selection of the New Concessionaire, shall be updated monthly thereafter, and shall designate those items that the Concessionaire believes are essential to maintaining the continuity of operations or the special character of its operations. The Concessionaire shall assist the New Concessionaire in reviewing and validating the list.

**(f) Other Information and Reports.**

Provide the New Concessionaire with all other information and reports as would be helpful in facilitating the transition, including, without limitation, a list of maintenance records for the Concessionaire's operations for the period of one year prior to notification of the selection of the New Concessionaire, and complete information with respect to: (1) utilities, including gas and electric; (2) telephone service; (3) water service; and, (4) specific opening and closing procedures. Such information shall be provided within thirty (30) days after receipt of notification of the selection of the New Concessionaire, and shall be updated periodically (but no less frequently than thirty (30) days) until the Termination Date.

**(g) Access to Facilities**

Provide the New Concessionaire reasonable access to Concessionaire Facilities and Government Facilities to facilitate the transition and transfer.

**(h) Other Cooperation.**

Provide the Department and the New Concessionaire with such other cooperation as may be reasonably requested.

**Section 3. Cooperation Upon the Termination Date.**

Upon the Termination Date, the Concessionaire shall:

**(a) Transfer of Contracts and Licenses.**

Cooperate with the transfer or assignment of all Contracts and Licenses entered into by the Concessionaire that the New Concessionaire elects to assume.

**(b) Reservation Systems.**

- (a) Provide the New Concessionaire with an update of the reservation log through the Termination Date;
- (b) disconnect its operations from the Concessionaire's centralized reservation system, if any; and
- (c) cooperate with the New Concessionaire in transitioning to the New Concessionaire's reservation system.

**(c) Fees and Payments.**

Within ten (10) days after the Termination Date, the Concessionaire shall provide the Department with an itemized statement of all fees and payments due to the Department under the terms of the Agreement as of the Termination Date, including, without limitation, all deferred, accrued and unpaid fees and charges. The Concessionaire shall, within ten (10) days of its delivery to the Department of this itemized statement, pay such fees and payments to the Department. The Concessionaire and the Department acknowledge that adjustments may be required because of information that was not available at the time of the statement.

**(d) Access to Records.**

Notwithstanding any other provision of this Agreement to the contrary, upon the Termination Date, the Concessionaire shall make available to the Department for the Department's collection, retention and use, copies of all books, records, licenses, permits and other information in the Concessionaire's possession or control that in the opinion of the Department, are related to or necessary for orderly and continued operations of the related facilities and services.

**(e) Removal of Marks.**

Concessionaire shall within thirty (30) days after Termination, remove (with no compensation to Concessionaire) all items of inventory and supplies as may be marked with any trade name or trademark belonging to the Concessionaire.



**(f) Other Cooperation.**

Provide the Department and the New Concessionaire with such other cooperation as may be reasonably requested.

**Adams Farm Lease Bids (2023-2025)**

Landowner	Irrigated Price	3-year Total	Non-irrig. Price	3-year Total	Total Bid Amount
<b>Bid #1</b>	<b>\$341/acre</b>		<b>\$251/acre</b>		<b>\$338,700.00</b>
		\$80,646.50		\$41,038.50	
		\$80,646.50		\$33,006.50	
		<u>\$80,646.50</u>		<u>\$22,715.50</u>	
		\$241,939.50		\$96,760.50	
<b>Bid #2</b>	<b>\$315/acre</b>		<b>\$215/acre</b>		<b>\$306,375.00</b>
		\$74,497.50		\$35,152.50	
		\$74,497.50		\$28,272.50	
		<u>\$74,497.50</u>		<u>\$19,457.50</u>	
		\$223,492.50		\$82,882.50	
<b>Bid #3</b>	<b>\$375/acre</b>		<b>\$300/acre</b>		<b>\$381,712.50</b>
		\$88,687.50		\$49,050.00	
		\$88,687.50		\$39,450.00	
		<u>\$88,687.50</u>		<u>\$27,150.00</u>	
		\$266,062.50		115,650.00	
<b>Bid #4</b>	<b>\$415/acre</b>		<b>\$240/acre</b>		<b>\$386,962.50</b>
		\$98,147.50		\$39,240.00	
		\$98,147.50		\$31,560.00	
		<u>\$98,147.50</u>		<u>\$21,720.00</u>	
		\$294,442.50		\$92,520.00	
<b>Bid #5</b>	<b>\$350/acre</b>		<b>\$325/acre</b>		<b>\$373,612.50</b>
		\$82,775.00		\$53,137.50	
		\$82,775.00		\$42,737.50	
		<u>\$82,775.00</u>		<u>\$29,412.50</u>	
		\$248,325.00		\$125,287.50	
<b>Bid #6</b>	<b>\$400/acre</b>		<b>\$300/acre</b>		<b>\$399,450.00</b>
		\$94,600.00		\$49,050.00	
		\$94,600.00		\$39,450.00	
		<u>\$94,600.00</u>		<u>\$27,150.00</u>	
		\$283,800.00		\$115,650.00	
<b>Bid #7</b>	<b>\$350/acre</b>		<b>\$235/acre</b>		<b>\$338,917.50</b>
		\$82,775.00		\$38,422.50	
		\$82,775.00		\$30,902.50	
		<u>\$82,775.00</u>		<u>\$21,267.50</u>	
		\$248,325.00		\$90,592.50	

Irrigated ground acreage will remain the same at 236.5 acres for all 3 years.

Non-irrigated ground will be reduced over the next 3 years based on the following schedule:

2023 - 163.5 acres, 2024 - 131.5 acres, 2025 - 90.5 acres

As of 2025 the acreage will be maintained at 236.5 acres of irrigated ground and 90.5 acres of non-irrigated ground and staff is projecting these amounts for the next 20+ years.

South Dakota Division of Parks and Recreation  
2023 Modern Cabin and Suite Fees  
41:03:04:03.02

	Occupancy thru 11/30	Current Fee	Recommended Change	Maximum Fee
<b>MODERN CABINS - Approved Range - \$85 - \$205</b>				
Roy Lake - C4, C5, C08, C09, C10: 5 Units, 2-bedroom, bath, full kitchen	110 nights Avg.	\$150	\$0	\$150
Roy Lake – C06, C07, C11: 3 units, 1-bedroom, bath, full kitchen	100 nights Avg.	\$120	\$0	\$120
Spring Creek – C01, C02: 2 units, 3-bedrooms, bath, full kitchen	67 nights Avg.	\$150	\$0	\$150
Spring Creek – C03-C10 8 units, 2-bedroom, bath, full kitchen	51 nights Avg.	\$150	\$0	\$150
Spring Creek - C11, C12: 2 units, 3- bedrooms, 2 baths, full kitchen, with common area.	25 nights Avg.	\$125ea. Or \$400 for all four units	\$205	\$205
Mina Lake – MC1: 1 unit, 3-bedroom bath, full kitchen	100 nights	\$150	\$0	\$150
Newton Hills – MC1: 2-bedroom, bath, full kitchen	152 nights	\$150	\$185	\$185
Oahe Downstream – CA, CB: 2 Units, 2-bedroom, bath, full kitchen	113 nights Avg.	\$150	\$0	\$150
Oahe Downstream – CC, CD: 2 Units, 2-bedroom, bath, full kitchen	107 nights Avg.	\$120	\$0	\$120
Pickrel Lake - Modern Cabin 1 unit, 2-bedroom, bath, full kitchen	Not Finished	\$150	\$0	\$150
<b>SUITES - Approved Range - \$85 - \$205</b>				
Roy Lake – 4plex S12–S15: 4 units, 2-bedroom, bath, full kitchen	113 nights Avg.	\$175	\$0	\$175
Roy Lake - Suite – S16: 1 unit, 1 bedroom, bath, full kitchen	106 nights	\$120	\$0	\$120
Roy Lake – S17 Option 1: 3-bedroom, 2 bath, full kitchen	Not Available	\$205	\$0	\$205
Roy Lake – S17 Option 2: 2-bedroom, bath, full kitchen	Not Available	\$150	\$0	\$150
Roy Lake – S17 Option 3: 1-bedroom, bath	Not Available	\$85	\$0	\$85
Spring Creek - 13A, 13B, 13C, 13D: 4 units, 1 bedroom, bathroom, no kitchen	28 nights Avg.	\$85	\$0	\$85

**Division of Parks and Recreation  
November YTD 2022 Camping by District**

<b>LOCATION</b>	<b>2021</b>	<b>2022</b>	<b>%</b>	<b>LOCATION</b>	<b>2021</b>	<b>2022</b>	<b>%</b>
Pickereel Lake	6,001	6,364	6%	North Point	10,998	11,768	7%
Fort Sisseton	1,546	1,671	8%	North Wheeler	1,036	996	-4%
Roy Lake	8,998	9,058	1%	Pease Creek	2,113	2,171	3%
Sica Hollow	316	306	-3%	Randall Creek	8,061	7,120	-12%
<b>DISTRICT 1</b>	<b>16,861</b>	<b>17,399</b>	<b>3%</b>	South Shore	406	335	-17%
Richmond Lake	1,961	1,986	1%	South Scalp	125	82	-34%
Mina Lake	3,775	3,672	-3%	Whetstone	550	458	-17%
Fisher Grove	1,406	1,516	8%	White Swan	186	181	-3%
Amsden	279	162	-42%	<b>DISTRICT 10</b>	<b>23,475</b>	<b>23,111</b>	<b>-2%</b>
Lake Louise	2,427	2,226	-8%	Farm Island	8,972	9,423	5%
<b>DISTRICT 2</b>	<b>9,848</b>	<b>9,562</b>	<b>-3%</b>	West Bend	9,340	9,726	4%
Pelican Lake	7,007	6,856	-2%	<b>DISTRICT 11</b>	<b>18,312</b>	<b>19,149</b>	<b>5%</b>
Sandy Shore	1,903	1,970	4%	Oahe Downstream	15,822	15,359	-3%
Lake Cochrane	2,425	2,423	0%	Cow Creek	3,944	3,243	-18%
Hartford Beach	7,074	7,196	2%	Okobojo	2,075	1,593	-23%
<b>DISTRICT 3</b>	<b>18,409</b>	<b>18,445</b>	<b>0%</b>	Spring Creek	1,063	1,022	-4%
Oakwood Lakes	10,453	10,182	-3%	<b>DISTRICT 12</b>	<b>22,904</b>	<b>21,217</b>	<b>-7%</b>
Lake Poinsett	9,141	9,281	2%	West Whitlock	5,789	5,683	-2%
Lake Thompson	8,252	8,454	2%	East Whitlock	69	62	-10%
<b>DISTRICT 4</b>	<b>27,846</b>	<b>27,917</b>	<b>0%</b>	Swan Creek	1,001	819	-18%
Lake Herman	6,818	7,065	4%	Indian Creek	8,484	9,268	9%
Walker's Point	3,459	3,326	-4%	Lake Hiddenwood	-	126	
Lake Carthage	947	819	-14%	Walth Bay	16	25	56%
<b>DISTRICT 5</b>	<b>11,224</b>	<b>11,210</b>	<b>0%</b>	West Pollock	1,345	957	-29%
Snake Creek	9,475	9,681	2%	<b>DISTRICT 13</b>	<b>16,704</b>	<b>16,940</b>	<b>1%</b>
Platte Creek	1,915	1,825	-5%	Bear Butte	1,575	1,676	6%
Buryanek	2,930	3,062	5%	<b>DISTRICT 14</b>	<b>1,575</b>	<b>1,676</b>	<b>6%</b>
Burke Lake	80	91	14%	Shadehill	7,812	8,242	6%
Dude Ranch	-	126		Llewellyn Johns	645	515	-20%
Elm Creek	-	10		Rocky Point	7,390	7,465	1%
<b>DISTRICT 6</b>	<b>14,400</b>	<b>14,659</b>	<b>2%</b>	<b>DISTRICT 15</b>	<b>15,847</b>	<b>16,222</b>	<b>2%</b>
Palisades	5,841	6,694	15%	Custer	59,171	60,188	2%
Big Sioux	8,143	8,111	0%	<b>DISTRICT 16</b>	<b>59,171</b>	<b>60,188</b>	<b>2%</b>
Lake Vermillion	13,348	13,382	0%	Angostura	21,845	20,878	-4%
<b>DISTRICT 7</b>	<b>27,332</b>	<b>28,187</b>	<b>3%</b>	Sheps Canyon	2,458	2,192	-11%
Newton Hills	13,129	12,567	-4%	<b>DISTRICT 17</b>	<b>24,303</b>	<b>23,070</b>	<b>-5%</b>
Good Earth	-	-		<b>TOTAL YTD</b>	<b>394,188</b>	<b>396,365</b>	<b>1%</b>
Union Grove	1,859	1,580	-15%	<b>TOTAL for Month</b>	<b>2,155</b>	<b>2,364</b>	<b>10%</b>
<b>DISTRICT 8</b>	<b>14,988</b>	<b>14,147</b>	<b>-6%</b>				
Lewis & Clark	48,330	50,700	5%				
Chief White Cran	15,135	15,175	0%				
Pierson Ranch	5,795	5,687	-2%				
Springfield	1,541	1,568	2%				
Sand Creek	140	101	-28%				
Tabor	48	35	-27%				
<b>DISTRICT 9</b>	<b>70,989</b>	<b>73,266</b>	<b>3%</b>				

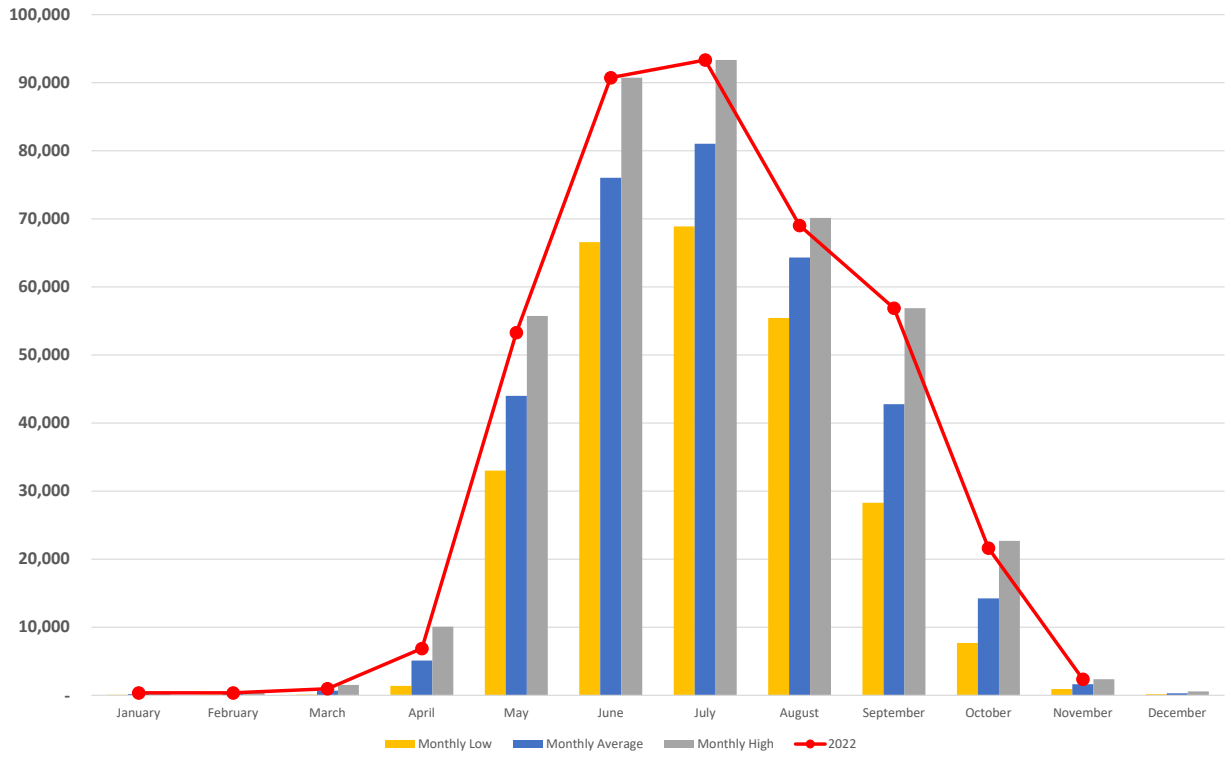
**Division of Parks and Recreation  
November YTD 2022 Visitation by District**

<i>LOCATION</i>	<b>2021</b>	<b>2022</b>	<b>%</b>	<i>LOCATION</i>	<b>2021</b>	<b>2022</b>	<b>%</b>
Pickerel Lake	49,933	49,640	-1%	Lewis & Clark	1,249,469	1,118,338	-10%
Fort Sisseton	57,330	53,881	-6%	Chief White Crane	57,862	50,438	-13%
Roy Lake	168,772	154,282	-9%	Pierson Ranch	84,794	82,391	-3%
Sica Hollow	39,696	29,465	-26%	Springfield	163,572	158,838	-3%
<b>DISTRICT 1</b>	<b>315,731</b>	<b>287,268</b>	<b>-9%</b>	<b>DISTRICT 9</b>	<b>1,555,697</b>	<b>1,410,005</b>	<b>-9%</b>
Richmond Lake	54,038	45,735	-15%	North Point	131,909	132,228	0%
Mina Lake	48,053	44,840	-7%	North Wheeler	20,379	24,088	18%
Fisher Grove	17,707	14,994	-15%	Pease Creek	38,488	41,308	7%
Lake Louise	32,871	30,370	-8%	Randall Creek	49,693	50,236	1%
<b>DISTRICT 2</b>	<b>152,669</b>	<b>135,939</b>	<b>-11%</b>	Fort Randall Marina	18,802	22,041	17%
Pelican Lake	77,598	77,463	0%	<b>DISTRICT 10</b>	<b>259,271</b>	<b>269,901</b>	<b>4%</b>
Sandy Shore	33,220	33,764	2%	Farm Island	163,995	152,764	-7%
Lake Cochrane	22,511	22,416	0%	West Bend	47,297	44,026	-7%
Hartford Beach	155,516	138,020	-11%	LaFramboise Island	83,608	80,076	-4%
<b>DISTRICT 3</b>	<b>288,845</b>	<b>271,663</b>	<b>-6%</b>	<b>DISTRICT 11</b>	<b>294,900</b>	<b>276,866</b>	<b>-6%</b>
Oakwood Lakes	79,668	70,240	-12%	Oahe Downstream	318,385	304,626	-4%
Lake Poinsett	47,310	28,246	-40%	Cow Creek	241,520	216,536	-10%
Lake Thompson	52,193	39,387	-25%	Okobojo	56,731	57,600	2%
<b>DISTRICT 4</b>	<b>179,171</b>	<b>137,873</b>	<b>-23%</b>	Spring Creek	357,106	342,192	-4%
Lake Herman	124,884	103,526	-17%	<b>DISTRICT 12</b>	<b>973,742</b>	<b>920,954</b>	<b>-5%</b>
Walker's Point	48,825	44,659	-9%	West Whitlock	51,746	44,712	-14%
<b>DISTRICT 5</b>	<b>173,709</b>	<b>148,185</b>	<b>-15%</b>	Swan Creek	19,384	17,206	-11%
Snake Creek	148,941	135,038	-9%	Indian Creek	72,244	69,801	-3%
Platte Creek	142,437	152,757	7%	Lake Hiddenwood	-	6,185	
Buryanek	32,007	32,557	2%	Revheim Bay	61,128	53,955	-12%
Burke Lake	19,324	17,980	-7%	West Pollock	63,589	64,621	2%
<b>DISTRICT 6</b>	<b>342,709</b>	<b>338,332</b>	<b>-1%</b>	<b>DISTRICT 13</b>	<b>268,091</b>	<b>256,480</b>	<b>-4%</b>
Palisades	126,935	110,051	-13%	Bear Butte	20,227	17,364	-14%
Big Sioux	70,078	63,978	-9%	<b>DISTRICT 14</b>	<b>20,227</b>	<b>17,364</b>	<b>-14%</b>
Beaver Creek	24,957	24,838	0%	Shadehill	54,152	46,830	-14%
Lake Vermillion	130,805	112,379	-14%	Llewellyn Johns	5,331	4,326	-19%
<b>DISTRICT 7</b>	<b>352,775</b>	<b>311,246</b>	<b>-12%</b>	Little Moreau	22,984	12,259	-47%
Newton Hills	155,926	157,670	1%	Rocky Point	89,027	81,704	-8%
Good Earth	123,402	92,366	-25%	<b>DISTRICT 15</b>	<b>171,494</b>	<b>145,119</b>	<b>-15%</b>
Union Grove	21,249	18,495	-13%	Custer	2,315,429	2,122,203	-8%
Lake Alvin	185,485	235,689	27%	<b>DISTRICT 16</b>	<b>2,315,429</b>	<b>2,122,203</b>	<b>-8%</b>
Spirit Mound	17,695	24,606	39%	Angostura	213,994	179,929	-16%
Adams	29,474	30,330	3%	Sheps Canyon	41,231	35,152	-15%
<b>DISTRICT 8</b>	<b>533,231</b>	<b>559,156</b>	<b>5%</b>	<b>DISTRICT 17</b>	<b>255,225</b>	<b>215,081</b>	<b>-16%</b>
				<b>TOTAL YTD</b>	<b>8,452,916</b>	<b>7,823,635</b>	<b>-7%</b>
				<b>TOTAL for Month</b>	<b>294,094</b>	<b>268,693</b>	<b>-9%</b>

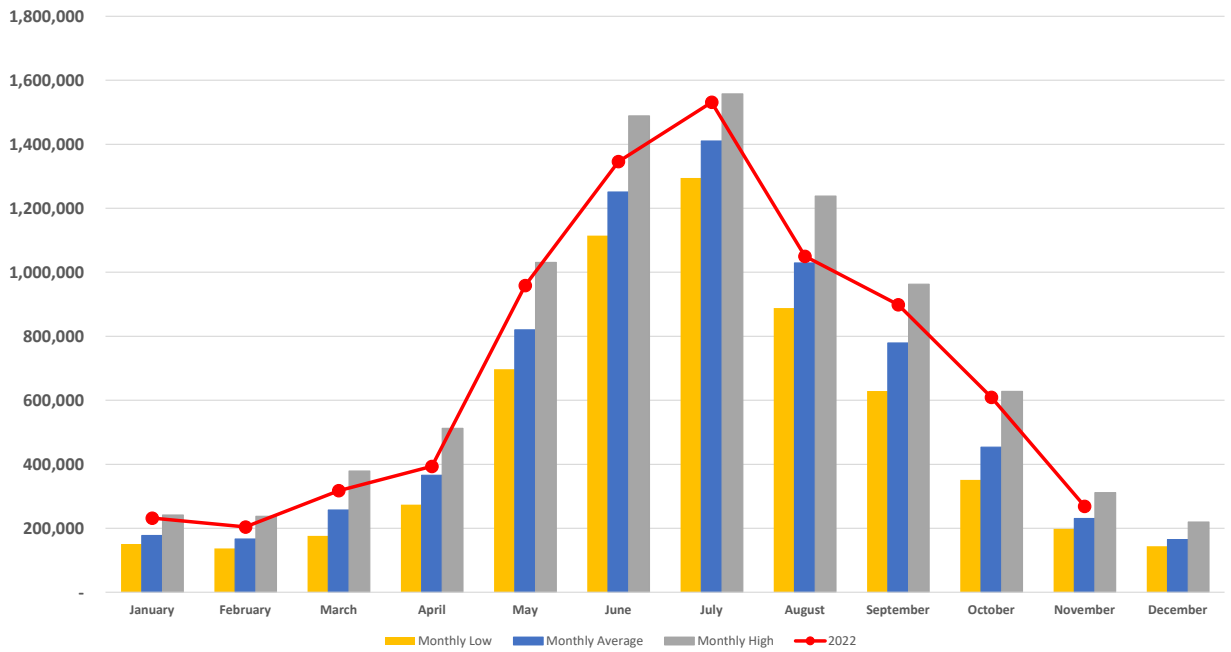
Division of Parks and Recreation					
November Revenue by Item					
	2021		2022		%
	Number	Dollar	Number	Dollar	Change
Annual	540	\$ 19,428	529	\$ 19,044	-2%
2nd Annual	34	\$ 612	30	\$ 540	-12%
Combo	726	\$ 39,177	576	\$ 31,104	-21%
Transferable	72	\$ 5,760	41	\$ 3,280	-43%
Daily License	1,474	\$ 11,796	1,155	\$ 9,240	-22%
Unattended Vehicle Daily	35	\$ 528	14	\$ 210	-60%
GSM Annual Trail Pass	99	\$ 1,485	83	\$ 1,245	-16%
GSM Daily Trail Pass	122	\$ 488	336	\$ 1,344	175%
Motorcoach Permit	2,186	\$ 6,559	2,898	\$ 8,694	33%
CSP 7 Day Pass	2,777	\$ 55,545	3,549	\$ 70,980	28%
CSP 7 Day Bike Pass	1	\$ 20	-	\$ -	-100%
Rally Bike Band	-	\$ -	-	\$ -	
One-Day Special Event		\$ 7,420	298	\$ 5,950	-20%
<b>PERMITS</b>	<b>8,066</b>	<b>\$ 148,817</b>	<b>9,509</b>	<b>\$ 151,631</b>	<b>2%</b>
Camping Services		\$ 129,525		\$ 148,083	14%
Picnic Reservations		\$ 120		\$ 40	-67%
Firewood	230	\$ 1,381	332	\$ 1,992	44%
Gift Card		\$ 5,225		\$ 1,943	-63%
Boat Slips		\$ 361		\$ -	-100%
<b>LODGING</b>	<b>230</b>	<b>\$ 136,611</b>	<b>332</b>	<b>\$ 152,058</b>	<b>11%</b>
<b>TOTAL</b>	<b>8,296</b>	<b>\$ 285,429</b>	<b>9,841</b>	<b>\$ 303,689</b>	<b>6%</b>

Division of Parks and Recreation					
November YTD 2022 Revenue by Item					
	2021		2022		%
	Number	Dollar	Number	Dollar	Change
Annual	63,901	\$ 2,300,422	61,075	\$ 2,198,686	-4%
2nd Annual	11,748	\$ 211,464	9,784	\$ 176,112	-17%
Combo	36,903	\$ 1,992,743	35,640	\$ 1,924,578	-3%
Transferable	2,469	\$ 197,494	2,655	\$ 212,400	8%
Daily License	117,614	\$ 940,913	105,014	\$ 840,110	-11%
Unattended Vehicle Daily	1,921	\$ 28,815	1,227	\$ 18,400	-36%
GSM Annual Trail Pass	7,120	\$ 106,800	5,912	\$ 88,680	-17%
GSM Daily Trail Pass	19,744	\$ 78,976	18,629	\$ 74,516	-6%
Motorcoach Permit	25,673	\$ 77,019	14,198	\$ 42,594	-45%
CSP 7 Day Pass	233,296	\$ 4,665,917	185,069	\$ 3,701,380	-21%
CSP 7 Day Bike Band	22,251	\$ 445,010	16,389	\$ 327,780	-26%
Rally Bike Band	31,760	\$ 635,200	29,558	\$ 591,160	-7%
One-Day Special Event		\$ 13,920		\$ 7,850	-44%
<b>PERMITS</b>	<b>574,398</b>	<b>\$ 11,694,693</b>	<b>485,149</b>	<b>\$ 10,204,246</b>	<b>-13%</b>
Camping Services		\$ 12,171,106		\$ 13,513,611	11%
Picnic Reservations		\$ 15,382		\$ 11,645	-24%
Firewood	43,679	\$ 262,076	37,496	\$ 224,976	-14%
Gift Card		\$ 13,820		\$ 11,803	-15%
Boat Slips		\$ 216,673		\$ 182,739	-16%
<b>LODGING</b>	<b>43,679</b>	<b>\$ 12,679,056</b>	<b>37,496</b>	<b>\$ 13,944,773</b>	<b>10%</b>
<b>TOTAL</b>	<b>618,078</b>	<b>\$ 24,373,749</b>	<b>522,645</b>	<b>\$ 24,149,019</b>	<b>-1%</b>

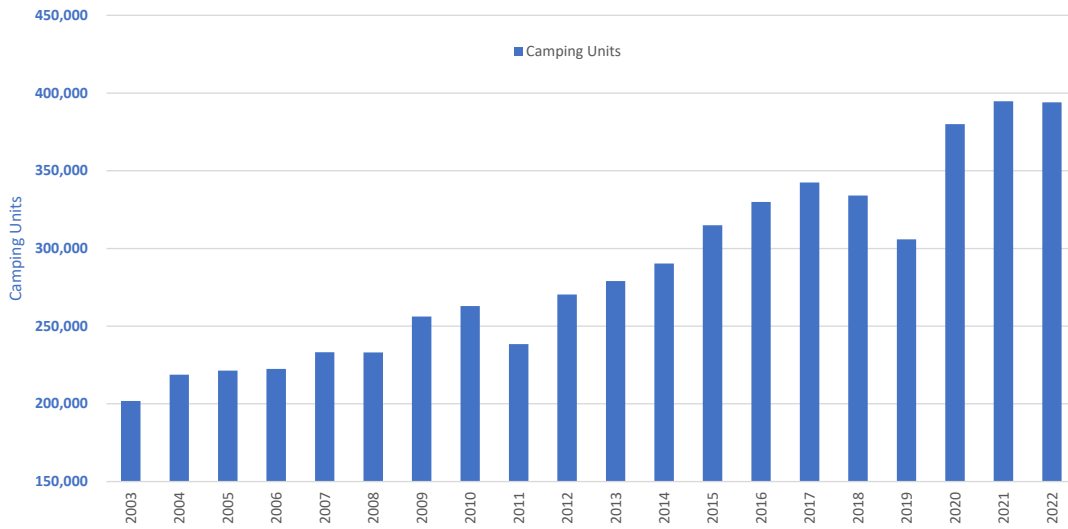
State Park and Recreation Area  
Camping Units by Month  
2012-2022 Data



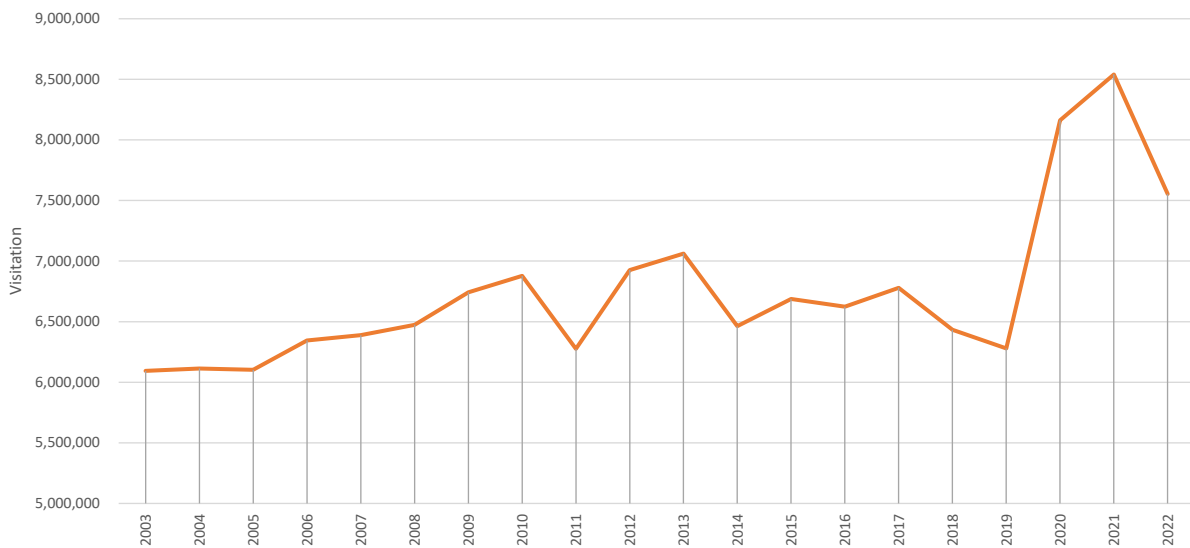
State Park and Recreation Area  
Visitation by Month  
2012- 2022 Data



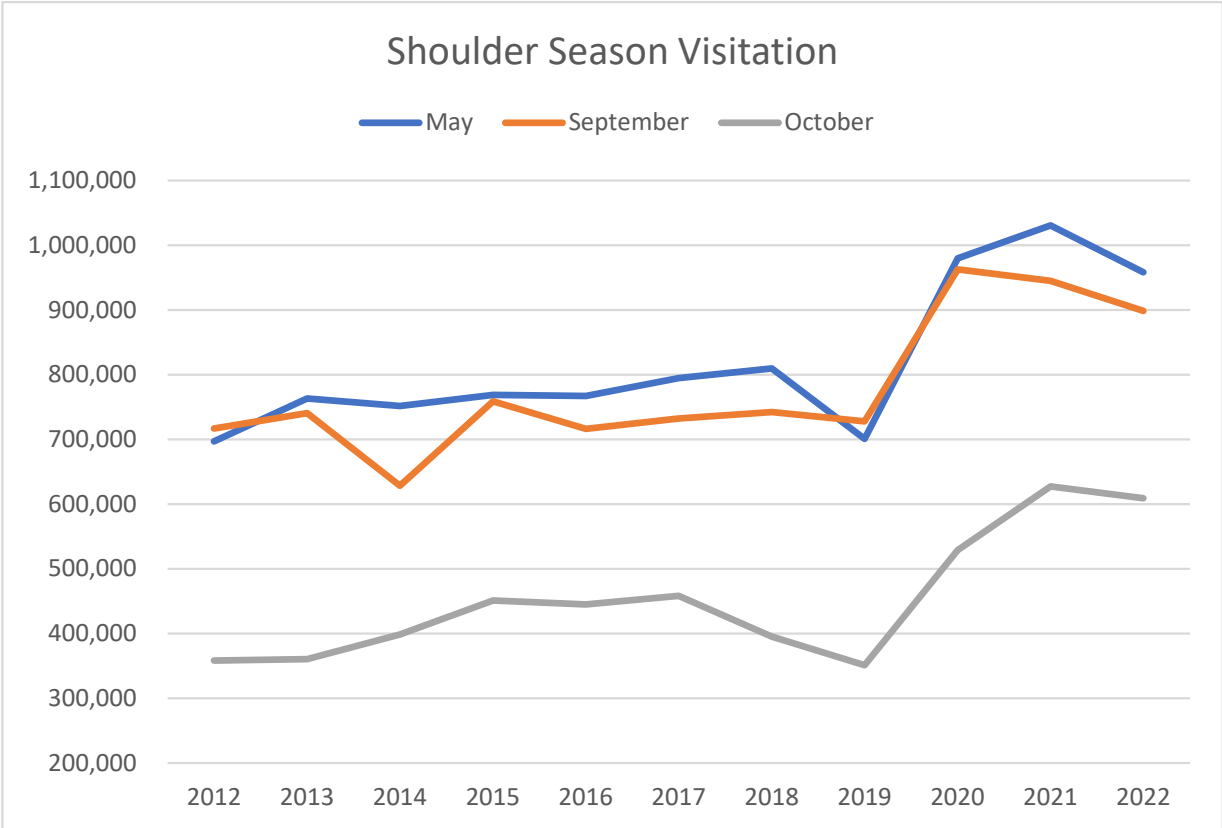
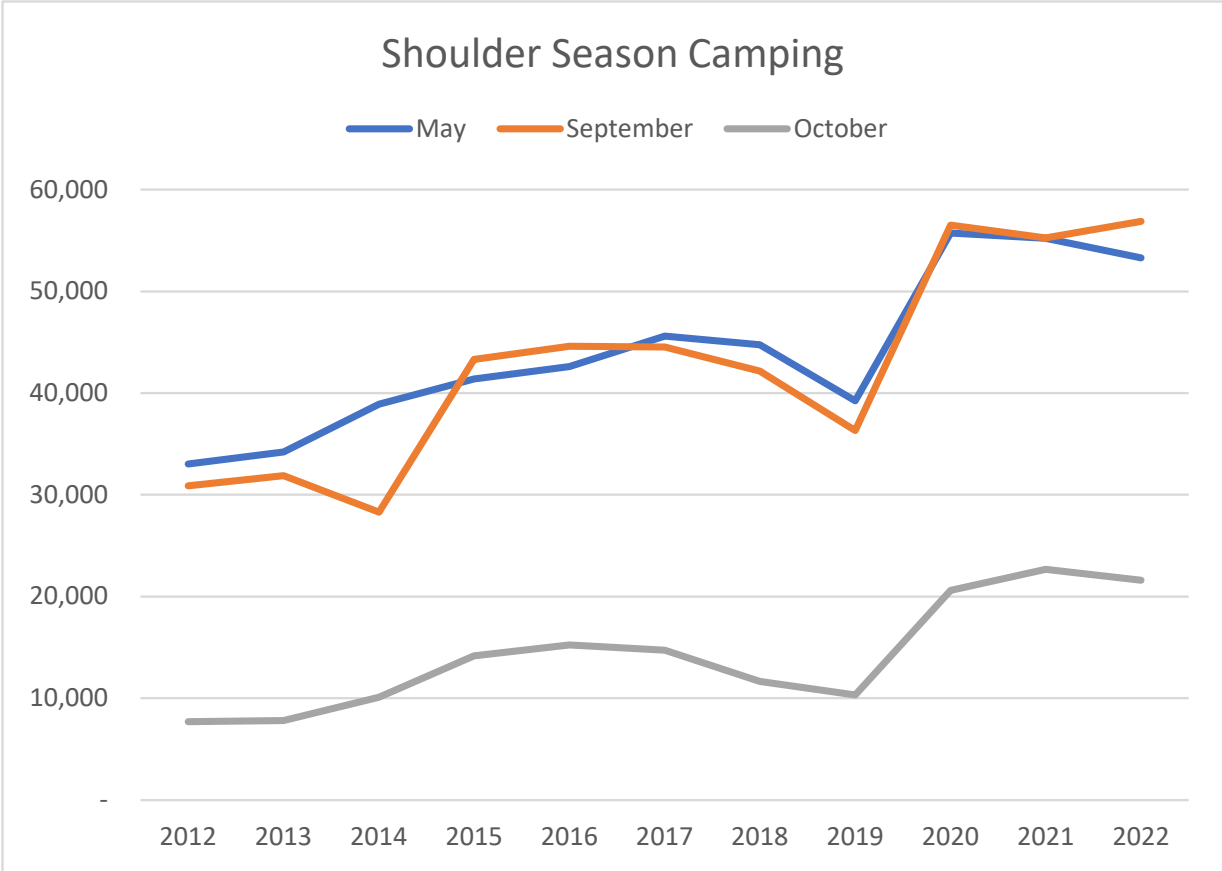
**State Park and Recreation Area  
Camping Units and Campsites 2003-2022**



**State Park and Recreation Area  
Visitation 2003-2022**







## 2023 SCHEDULE FOR SETTING SEASONS/REGULATIONS

DATE/LOCATION	PROPOSALS/ACTION ITEMS	FINALIZATIONS/ ACTION ITEMS	DOCUMENTS DUE TO COMMISSION
Dec 8-9, 2022; Pierre RedRossa	<ul style="list-style-type: none"> <li>• Archery Deer and Antelope</li> </ul>	Oct Proposals	Dec mtg (2 weeks prior) > Oct Proposals to Finalize > Dec Proposals
Jan 12-13; Pierre Matthews TC	<ul style="list-style-type: none"> <li>• Public Lands and Waters**</li> <li>• Special Buck, NR Archery Deer**</li> <li>• Mountain Goat**</li> <li>• Bighorn Sheep Auction License</li> <li>• Turkey Hunting Recruitment License</li> </ul>	Nov Proposals	Jan mtg (2 weeks prior) > Nov Proposals to Finalize > Jan Proposals
February	<b>NO MEETING</b>		
Mar 9-10; Pierre Matthews TC	<ul style="list-style-type: none"> <li>• Deer (CSP, BH, WR, ER, RFD, ARD, MZ, Youth, Mentor)**</li> <li>• CWD Regulations</li> <li>• Depredation Hunts**</li> <li>• Upland Game*** (Grouse, Pheasant, Partridge, Quail, Cottontail, Squirrel, Crow/Crane/Snipe, Dove)</li> <li>• Grouse, Pheasant (Action Plans)</li> <li>• Waterfowl Seasons</li> </ul>	Dec and Jan Proposals	Mar mtg (2 weeks prior) > Dec & Jan Proposals to Finalize > Mar Proposals
Apr 13-14; Brookings McCroy Gardens	<i>No Proposals Scheduled</i>		Apr mtg (2 weeks prior) > Apr Proposals
May 11-12; Custer S.P. Event Barn	<ul style="list-style-type: none"> <li>• Furbearer/Trapping**</li> <li>• Bobcat (Action Plan)</li> </ul>	Mar Proposals	May mtg (2 weeks prior) > Mar Proposals to Finalize > May Proposals
Jun 8-9; Sioux Falls Good Earth State Park	<ul style="list-style-type: none"> <li>• Sage Grouse**</li> </ul>	Mar Deer Proposals	Jun mtg (2 weeks prior) > Jun Proposals
Jul 20-21; Chamberlain Arrowwood Resort	<ul style="list-style-type: none"> <li>• Mountain Lion Season**</li> <li>• Bait, Private Hatcheries, Fish Importation, Aquatic Invasive Species**</li> </ul>	May Proposals	Jul mtg (2 weeks prior) > May Proposals to Finalize > Jul Proposals
Aug	<b>NO MEETING</b>		
Sep 14-15; Watertown Ramkota Event Center	<ul style="list-style-type: none"> <li>• Elk Contingency Licenses (<i>action item</i>)</li> <li>• Deer (Action Plan)</li> </ul>	Jun and Jul Proposals	Sep mtg (2 weeks prior) > Jun & Jul Proposals and Elk Contingency to Finalize > Sep Proposals
Oct 19-20; Deadwood Cadillac Jack's	<ul style="list-style-type: none"> <li>• Bighorn Sheep (Action Plan)</li> </ul>		Oct mtg (2 weeks prior) > Oct Proposals
Nov 16-17; Rapid City Outdoor Campus	<i>No Proposals Scheduled</i>	Sep Proposals	Nov mtg (2 weeks prior) > Sep Proposals to Finalize > Nov Proposals
Dec 14-15; Ft. Pierre AmericInn	<i>No Proposals Scheduled</i>	Oct Proposals	Dec mtg (2 weeks prior) > Nov Proposals to Finalize > Dec Proposals
Jan 2024 (TBD)	<ul style="list-style-type: none"> <li>• Bighorn Sheep Auction License</li> <li>• Turkey Hunting Recruitment License</li> </ul>	Nov Proposals	Jan mtg (2 weeks prior) > Nov Proposals to Finalize > Jan Proposals

\*\*Seasons/regulations scheduled for 2 years.

\*\*\*Seasons/regulations scheduled for 3 years.

(SCHEDULE SUBJECT TO CHANGE)

Updated November 28, 2022

# License Sales Totals

(as of Nov 30)

date updated: 1 Dec 2022

Resident	2019	2020	2021	3-yr Avg	2022	2022			+/- Revenue		% Change from 3-yr Avg
						Revenue	+/- Licenses 2021 vs 2022	+/- Licenses 3-yr Avg vs 2022	+/- Revenue 2021 vs 2022	+/- Revenue 3-yr Avg vs 2022	
Combination	43,417	47,555	48,948	46,640	47,559	\$ 2,615,745	-1,389	919	\$ (76,395)	\$ 50,545	2%
Junior Combination	6,648	8,747	5,649	7,015	0	\$ -	-5,649	-7,015	\$ (152,523)	\$ (189,396)	-100%
Senior Combination	9,609	10,560	11,378	10,516	11,382	\$ 455,280	4	866	\$ 160	\$ 34,653	8%
Small Game	14,561	15,451	14,453	14,822	18,097	\$ 597,201	3,644	3,275	\$ 120,252	\$ 108,086	22%
Youth Small Game	3,630	3,864	4,737	4,077	5,963	\$ 29,815	1,226	1,886	\$ 6,130	\$ 9,430	46%
1-Day Small Game	1,035	1,140	1,227	1,134	864	\$ 10,368	-363	-270	\$ (4,356)	\$ (3,240)	-24%
Migratory Bird Certificate*	24,912	25,753	24,912	25,192	23,989	\$ 119,945	-923	-1,203	\$ (4,615)	\$ (6,017)	-5%
Predator/Varmint	1,506	1,638	1,353	1,499	2,004	\$ 10,020	651	505	\$ 3,255	\$ 2,525	34%
Furbearer	3,481	3,513	3,985	3,660	3,599	\$ 107,970	-386	-61	\$ (11,580)	\$ (1,820)	-2%
Annual Fishing	52,020	67,304	55,466	58,263	53,197	\$ 1,489,516	-2,269	-5,066	\$ (63,532)	\$ (141,857)	-9%
Senior Fishing	12,598	14,545	13,900	13,681	13,564	\$ 162,768	-336	-117	\$ (4,032)	\$ (1,404)	-1%
1-Day Fishing	5,512	7,079	6,470	6,354	6,536	\$ 52,288	66	182	\$ 528	\$ 1,459	3%
<b>RESIDENT TOTALS =</b>	<b>178,929</b>	<b>207,149</b>	<b>192,478</b>	<b>192,852</b>	<b>186,754</b>	<b>\$ 5,650,916</b>	<b>-5,724</b>	<b>-6,098</b>	<b>\$ (186,708)</b>	<b>\$ (137,036)</b>	<b>-3.2%</b>

Nonresident	2019	2020	2021	3-yr Avg	2022	2022			+/- Revenue		% Change from 3-yr Avg
						Revenue	+/- Licenses 2021 vs 2022	+/- Licenses 3-yr Avg vs 2022	+/- Revenue 2021 vs 2022	+/- Revenue 3-yr Avg vs 2022	
Small Game	60,329	59,439	72,101	63,956	71,151	\$ 8,609,271	-950	7,195	\$ (114,950)	\$ 870,555	11%
Youth Small Game	1,471	1,756	3,067	2,098	3,052	\$ 30,520	-15	954	\$ (150)	\$ 9,540	45%
Annual Shooting Preserve	292	286	373	317	359	\$ 43,439	-14	42	\$ (1,694)	\$ 5,082	13%
5-day Shooting Preserve	11,054	9,363	12,927	11,115	13,578	\$ 1,031,928	651	2,463	\$ 49,476	\$ 187,213	22%
1-day Shooting Preserve	1,129	944	1,259	1,111	1,122	\$ 51,612	-137	11	\$ (6,302)	\$ 521	1%
Spring Light Goose	2,810	2,961	4,486	3,419	4,251	\$ 212,550	-235	832	\$ (11,750)	\$ 41,600	24%
Youth Spring Light Goose	94	122	161	126	325	\$ 8,450	164	199	\$ 4,264	\$ 5,183	159%
Migratory Bird Certificate*	1,675	2,130	5,295	3,033	4,109	\$ 20,545	-1,186	1,076	\$ (5,930)	\$ 5,378	35%
Predator/Varmint	4,615	4,230	4,337	4,394	4,144	\$ 165,760	-193	-250	\$ (7,720)	\$ (10,000)	-6%
Furbearer	12	13	12	12	4	\$ 1,100	-8	-8	\$ (2,200)	\$ (2,292)	-68%
Annual Fishing	22,769	27,475	32,299	27,514	38,411	\$ 2,573,537	6,112	10,897	\$ 409,504	\$ 730,077	40%
Family Fishing	8,025	9,898	7,560	8,494	0	\$ -	-7,560	-8,494	\$ (506,520)	\$ (569,120)	-100%
Youth Annual Fishing	1,119	1,469	1,142	1,243	0	\$ -	-1,142	-1,243	\$ (28,550)	\$ (31,083)	-100%
3-Day Fishing	22,198	21,559	19,814	21,190	18,823	\$ 696,451	-991	-2,367	\$ (36,667)	\$ (87,591)	-11%
1-Day Fishing	19,518	30,631	37,155	29,101	37,685	\$ 602,960	530	8,584	\$ 8,480	\$ 137,339	29%
<b>NONRESIDENT TOTALS =</b>	<b>157,110</b>	<b>172,276</b>	<b>201,988</b>	<b>177,125</b>	<b>197,014</b>	<b>\$ 14,048,123</b>	<b>-4,974</b>	<b>19,889</b>	<b>\$ (250,709)</b>	<b>\$ 1,292,401</b>	<b>11.2%</b>
<b>GRAND TOTALS =</b>	<b>336,039</b>	<b>379,425</b>	<b>394,466</b>	<b>369,977</b>	<b>383,768</b>	<b>\$ 19,699,039</b>	<b>-10,698</b>	<b>13,791</b>	<b>\$ (437,417)</b>	<b>\$ 1,155,365</b>	<b>3.7%</b>

	2021	2022	+/- Licenses	+/- Revenue	2022 Revenue
Resident Habitat Stamp	156,238	151,659	-4,579	\$ (45,790)	\$ 1,516,590
Nonresident Habitat Stamp	149,148	146,590	-2,558	\$ (63,950)	\$ 3,664,750
Totals =	305,386	298,249	-7,137	\$ (109,740)	\$ 5,181,340

\*The license year for Migratory Bird Certificates changed in 2021 so license sales are not comparable between years.



**Issue OTHER**

**Position SUPPORT**

Name MICHAEL FREI City, State WAGNER SD Create Date 11/09/2022 8:56:21 AM

Comment Attachment:

I recently had a son turn 12 and get his safety card. I was just wondering if there ever has been consideration of moving dove season to August 15th thru October 1st. Dove hunting is a great way to get the youth involved. It is a very safe hunt as the youth are stationary. Just a thought. Thanks

Mike

**Position OTHER**

Name WILLIE MARTIN City, State HERMOSA SD Create Date 11/04/2022 9:48:28 AM

Comment Attachment:

Please reconsider the matter of optics on muzzle loaders. With the improved technology the use of optics that magnify would be beneficial for those who have vision problems from old age.

Name JOEL ARENDS City, State SIOUX FALLS SD Create Date 12/01/2022 3:07:04 PM

Comment Attachment: Letter\_to\_GFP\_regarding\_Spring\_Creek\_334953ce2.pdf

See attachment.

**Position OPPOSE**

Name PAULA VON WELLER City, State DEADWOOD SD Create Date 11/01/2022 11:02:33 PM

Comment Attachment:

I STRONGLY OPPOSE the petition to expand the killing of mountain lions on private land in the Black Hills. This petition places increased hunting pressure on the Black Hills mountain lion population which is already under pressure from rapid development, loss of habitat, increased traffic, and more. As a resident of the Black Hills, "living with lions" is one of the most special things about living here. I firmly believe that educating the public on coexistence is the answer, not reducing the lion population. We can peacefully coexist with lions if people are educated about recreating in lion country, what to do if they encounter a lion, and how to safeguard pets and livestock - all things that have proven to be effective in other states where lions are present. It's time that the outdated 'eradicate all carnivores' mentality is put to rest and a modern coexistence mindset is put into place.

Who is the source of the petition and what is the justification or science that supports the expansion of lion mountain hunting?

Sincerely,  
Paula von Weller

Name KIM HUHNERKOCH City, State LEAD SD Create Date 11/02/2022 7:25:02 AM

Comment Attachment:

I am opposed to the "all year round" mtn lion season ....i just found out that game, fish, and parks is trying to do this..... Please for numerous reason don't do year round hunting. thank you for reading .



**Issue OTHER**

**Position OPPOSE**

Name THOMAS      BILLS      City, State BUFFALO      WY      Create Date      11/02/2022 9:16:02 AM

Comment      Attachment:

I oppose expanding mountain lion hunting in the Black Hills to a year-round season.

A limited season is one thing, but year-round is not necessary. The cats need some time when they are not being "hounded".

Name SHARI      KOSEL      City, State LEAD      SD      Create Date      11/02/2022 10:17:50 AM

Comment      Attachment:

I oppose the petition to allow hunting of mountain lions year-round in the Black Hills and allowing it on private land.

I've lived in the middle of the Black Hills forest for over 20 years and have never seen a mountain lion on our land. I would never allow a stranger to enter my land and have clear "no trespassing" signs posted. This is an invasion of privacy.

Please oppose this petition because it places increased hunting pressure on the Black Hills mountain lion population, without scientific justification. Mountain lions do not know borders, and the approval of the petition as written would remove harvest caps and protections for mountain lions on the Black Hills Unit private land.

Name GERI      HILL      City, State DEADWOOD      SD      Create Date      11/02/2022 8:41:10 PM

Comment      Attachment:

I am commenting on the proposal to extend the mountain lion season in the Black Hills. I oppose this strongly. I've been hunting lions for many years now and don't see the need for the season to be all year long. In my opinion, This would just invite poaching with dogs .

Name JANE      VERBA      City, State DEADWOOD      SD      Create Date      11/02/2022 9:28:57 PM

Comment      Attachment:

I am against hunting of Mountain Lions all year round in SD specifically the Black Hills. The population is not large enough to support such hunting. Also with all the housing developments starting up and trees cutting down the habitat is being lost. Do not allow this to happen!!

Name DIANNE      VERBA      City, State DEADWOOD      SD      Create Date      11/02/2022 9:37:19 PM

Comment      Attachment:

Regarding the Mountain Lion hunting season. I am against this all-year season that GF&P is considering. The short season is enough to keep the population in check, but to extend it for money for the state, or people can brag about shooting one, is pathetic. You are supposed to be protecting animals, not hunting them down to minimal numbers or eliminating them. do NOT pass this hunting extention!



**Issue OTHER**

**Position OPPOSE**

Name GWENDOLYN OBERHOLTZER City, State SPEARFISH SD Create Date 11/02/2022 11:24:08 PM

Comment Attachment:

I oppose the petition the South Dakota Game, Fish, and Parks Commission received requesting that mountain lion hunting be allowed year-round, anywhere in the Black Hills.

I oppose this petition because it places increased hunting pressure on the Black Hills mountain lion population, without scientific justification. Mountain lions do not know borders, and the approval of the petition as written would remove harvest caps and protections for mountain lions on the Black Hills Unit private land. The public is concerned about mountain lion protection in the Black Hills and I believe the appropriate response is education and resources for coexistence, not population reduction.

Please oppose the petition.

Regards,

Gwendolyn Oberholtzer

Name DANIELLE BUTLER City, State BELLE FOURCHE SD Create Date 11/03/2022 9:10:10 AM

Comment Attachment:

I am opposing the mountain lion hunting season to be year round. These beautiful animals are rarely seen and are not a nuisance. Please allow them to live in their natural habitat.

Name SUE HAYES City, State DEADWOOD SD Create Date 11/03/2022 11:23:18 AM

Comment Attachment:

I strongly oppose year round mountain lion hunting in the Black Hills. The public lands are meant to be enjoyed by various activities without hunters being in the woods year round and there is no indication that we have an overpopulation problem with mountain lions. I enjoy hiking alone in the Hills and I would be more concerned with encountering hunters than I ever have encountering a lion. PLEASE VOTE NO. We need to cohabitate with the wildlife. Not destroy them.

Name NEIL VON ESCHEN City, State WAGNER, SD SD Create Date 11/04/2022 1:44:05 PM

Comment Attachment:

If you rent one of these cabins after a pet owner has, and it is not professionally cleaned, and you or your family member is allergic to cats or dogs you will be miserable. If it is not professionally cleaned who is responsible for any med bills that this may cause. I own a few houses that I rent out and my understanding is that I could be held liable. So a no pet policy and pets bring other unwanted critters.

Name TIFFANY CARLSON City, State SPEARFISH SD Create Date 11/07/2022 11:15:26 PM

Comment Attachment:

Please do not even consider a year round mountain lion hunt. Not only will cubs suffer and die without their parent, the population will decrease in totality. A year round hunt would also be beyond disruptive to other animals and their offspring. A year round hunt also poses a risk to humans utilizing the forest for recreation. No good reason exists, give all animals a break to raise their babies in peace. PS I do not oppose hunting only unethical hunting practices. Thanks

**Issue PET ALLOWANCE**



## Issue **PET ALLOWANCE**

### Position **SUPPORT**

Name MIKE BARNEY City, State WARREN OH Create Date 11/04/2022 6:13:58 AM

Comment Attachment:

We stayed every fall for twenty some years at Roy Lake with our Labrador in the facility with us. When the State bought the Resort and banned dogs in the room, that was the last time we made reservations. I respect the State to look after their facilities and we moved on. We would love to come back if our pup were allowed to stay with us. However, I seen many times out of control dogs causing damage and fully understand why you don't want those dogs in your rooms. You are in a tough spot with this. Good luck.

Name CRAIG PUGSLEY City, State RAPID CITY SD Create Date 11/04/2022 8:06:14 AM

Comment Attachment:

I support this proposal especially in the Fall / winter when temperature can be critically cold. But many motels currently allow pets year round and this proposal would be keeping up with the private sector. I vote pass it.

Name TIMOTHY BORAH City, State COVINGTON KY Create Date 11/04/2022 9:39:02 AM

Comment Attachment:

Dear Sirs, I continue to enjoy opportunities to come and hunt this beautiful state. In the future I would love to be able to bring my wife and our four legged little dog Lucy who is always at our side.

Name BRANDON HUETHER City, State SIOUX FALLS SD Create Date 11/04/2022 9:58:52 AM

Comment Attachment:

Name EMILY DRULEY City, State SIOUX FALLS SD Create Date 11/04/2022 10:20:07 AM

Comment Attachment:

Please allow pets.

Name DOROTHY DRULEY City, State SIOUX FALLS SD Create Date 11/04/2022 10:34:04 AM

Comment Attachment:

Pets are now part of most families and should be allowed to join the family camping.

Name JOHN PTAK City, State CENTRAL CITY SD Create Date 11/04/2022 2:07:07 PM

Comment Attachment:

Most people have pets more often than kids when they are camping. Good choice.

Name GARY SMITHERS City, State HOWARD SD Create Date 11/04/2022 2:08:42 PM

Comment Attachment:

I think its a great idea, but with the increase in cost to rent a cabin I don't think it is a good idea to add the pet charge.



**Issue PET ALLOWANCE**

**Position SUPPORT**

Name JEFF NODSLE City, State CORONA SD Create Date 11/04/2022 3:22:43 PM

Comment Attachment:

Please change the rule to allow pets in state park camp cabins and lodges. In the past, pets have always been brought into these facilities if it is too hot or too cold anyway. Thank you for considering this rule change.

Name NEIL YAGER City, State HOT SPRINGS SD Create Date 11/05/2022 5:31:44 PM

Comment Attachment:

Absolutely a necessary change. Restricting pets has absolutely resulted in us spending money other places than at SDGFP facilities to accommodate our outdoor activities. It will appropriately result in increased revenues for SD as pet owners will rent more spaces at increased rates as pet owners will happily pay more to stay there. Hotels already are raking in more money for this very convenience.

Name LUKE GARRY City, State SIOUX FALLS SD Create Date 11/05/2022 8:15:49 PM

Comment Attachment:

People want to take their pets on their adventures!!

Name BROOKS GOEDEN City, State YANKTON SD Create Date 11/06/2022 8:41:37 AM

Comment Attachment:

A rule change is a good idea to support people with pets and grow revenue.

Name GARY HAAG City, State HOT SPRINGS SD Create Date 11/06/2022 9:44:33 AM

Comment Attachment:

My wife and I enjoy camping at South Dakota State Parks, and we always bring our pets. I see no reason to keep people who have pets and do not have a camper from enjoying our parks. If pets were allowed in cabins, we would probably stay in them at times. I know Nebraska allows pets in their cabins. We fully support allowing pets in park cabins!

Name STEVEN STAUFACKER City, State RAPID CITY SD Create Date 11/11/2022 11:06:28 AM

Comment Attachment:

I would support allowing pets in camping cabins & state owned resorts. I the facility was left a mess or there is destruction of property then they should have to pay for it,per having a credit card on file like the hotels do it.

**Position OPPOSE**

Name TANIA KOSTAL City, State TYNDALL SD Create Date 11/03/2022 9:32:39 AM

Comment Attachment:

I oppose pets being allowed in cabins and lodges. There are many people who have allergies to animals. There is no way to get rid of all the pet dander. If this passes our cabins etc will deteriorate more quickly due to pet urine and feces in addition to damage from paws and chewing. It will also take much longer to clean these areas and the parks are already strapped for help.

People without pets or who choose to leave them at home deserve clean well taken care of accommodations. Perhaps a solution would be to make a small set number of cabins pet friendly, and if people want their pets indoors they have to stay in the designated lodging and pay a larger fee to cover the additional expenses that will most certainly occur. Thank you for your consideration.





## Issue **PET ALLOWANCE**

### Position **OPPOSE**

Name **T WENGLER** City, State **WATERTOWN SD** Create Date **11/03/2022 10:49:43 AM**

Comment Attachment:

30 % of Americans have pet allergies Why exclude 30% of South Dakotans from being able to continue enjoying the cabins? Individuals with pet allergies are already limited in airline travel, and hotel stays? If you know someone with severe pet allergies ask them about the difficulties in traveling. Peanut allergies are taken serious and get attention but pet allergies are often ignored and dismissed by main stream media. Let's not follow the main stream and keep the policy as is

Name **KELLY BUCK** City, State **SIOUX FALLS SD** Create Date **11/03/2022 11:16:00 AM**

Comment Attachment:

We have noticed that there are plans to allow pets into public areas including cabins. We do not have pets. ALLERGIES! We actually camp quite a bit throughout the different states. When we do camp, we use a park cabin. I guess we wanted to express concerns.

Already some cabins are not cleaned when we arrive.....depending on the state park. We believe cleaning would be a way bigger problem. Urine, fecies, hair everywhere...some pets can't hold their own or owners leave pets unattended. ALOT! When we camp, we see it daily.

Please reconsider. And even though adding a \$10.00 fee, it would cost much more to clean up poop and pee and hair on the floors and beds.

Please reconsider!

Thanks for listening.  
Kelly Buck  
226 No. Lake Ave.  
Sioux Falls, SD. 57104

Name **JAN HOCHHALTER** City, State **RAPID CITY SD** Create Date **11/04/2022 6:41:02 AM**

Comment Attachment:

Although I love animals, allowing them in the cabins will degrade the property and I would be hesitant to pay to stay in a cabin. Pets more than likely will have accidents and unfortunately owners do not clean up or pick up after their pets as they are expected. I see it all the time on public lawns and even inside public places that allow pets. I have rented apts after a pet owner resided there before me and saw the destruction they can leave behind. The smell was never really eradicated unless carpets, walls and floors were replaced. \$10 is very minimal compared to the amt it would cost to maintain the property.

Name **JEREMY IVERSON** City, State **GROTON SD** Create Date **11/04/2022 8:22:34 AM**

Comment Attachment:

I don't like the idea of pets in cabins. I don't want pet hair on everything during my stay. Also the smell of wet animals seems to stick around. There is no doubt these pets will be on the beds as well. I'm opposed.



## Issue **PET ALLOWANCE**

### Position **OPPOSE**

Name SCOTT OLSON City, State MISSION HILL SD Create Date 11/04/2022 8:39:25 AM

Comment Attachment:

Keep pets out of lodging by the state. The last thing I want is someone else's dog smell and hair where I'm hanging out. I like dogs, I own one, she is in the house, but I wouldn't think of bringing her in a public area. She is just fine OUTSIDE in a kennel or on a line or in the cab of my pickup. The problem is all these pet owners with no common sense are going to bring their pets in no matter what rule you have, so charge them dearly for doing it.

Name MARC SCHMITZ City, State PIERRE SD Create Date 11/04/2022 2:13:32 PM

Comment Attachment:

Both the risk of bites and the messes left by the pets make this an unfavorable situation.

Name MARSHA SCHAEFER City, State CROOKS SD Create Date 11/04/2022 2:43:32 PM

Comment Attachment:

I understand that people take their pets everywhere now a days. My concern is how the cabin is cleaned afterwards. I rented a cabin this summer and had a good experience. My grandson stayed with me and he has asthma. Also, some people are allergic to cats and dogs. How would we be assured of no dog hair, etc.? I know this is difficult to make everyone happy, but I thought I would share my concerns. \$10 would not cover much extra cleaning.

Name JANE BERRY City, State STURGIS SD Create Date 11/04/2022 5:03:54 PM

Comment Attachment:

In this day and age, people are more concerned about their pets than their human family. I had a dog, and I made sure my kids had a dog. I always had asthma during my dog ownership but put up with it for the kids. I am allergic to dogs, cats, horses. I have been to the emergency room for oxygen from having an asthma attack from my dog. I do not have other health issues. I am a healthy 110 pound runner. That said, the popular widespread love target is now peoples pets. No matter that some people get asthma from animals, and not just from their hair. Also and more intensely from the saliva. I get asthma and my eyes swell shut sitting in my hairdresser's chair from touching the handles on her chair if pet owners, who have petted an animal then sits there. I am not kidding. SO---to my point---these companies, airlines, and in this case, the game and fish---who allow or are considering allowing---pets inside places to rent where such a person as myself, may sleep or stay are sorely misinformed and narrow minded. I seriously do not think you or any of the above entities even considered this possibility. NO. Do not allow pets of any kind. That is ludicrous and unhealthy for those compromised.

Name CHAD VANSICKLE City, State BROOKINGS SD Create Date 11/04/2022 7:15:36 PM

Comment Attachment:

I have no desire to stay in facilities that allow animals. Male pets especially mark things, eventually these facilities will smell like pet urine even if they are cleaned thoroughly! I have stayed in State Park cabins and can tell you that they don't usually get cleaned very thoroughly already!



## Issue **PET ALLOWANCE**

### Position **OPPOSE**

Name BRENTON SCOTT City, State LITTLETON CO Create Date 11/04/2022 9:23:43 PM

Comment Attachment:

Given that these pets leave behind excessive amounts of dander and shed fur, the miniscule fee is absurd. The room utilized by a pet would require a deep clean, at minimum, to protect follow-on guest from what these pets would (and always do) leave behind. What if a following guest is allergic to such? The liability incurred becomes enormous for the Department and the State of South Dakota. This proposal is absurd and should have never even been brought forth. Whoever is behind this endeavor is EXTREMELY short sighted.

Name LARRY TILDEN City, State CANOVA SD Create Date 11/04/2022 10:02:07 PM

Comment Attachment:

I do not wish to share the odors, hair and aftermath of a dog or cat in cabins.

Name KRISTI ANDERSON City, State HARTFORD SD Create Date 11/04/2022 11:01:00 PM

Comment Attachment:

Our family stays at the state park cabins multiple times a year all throughout the state. We'd rather stay at a state park than hotel when traveling. I am greatly opposed to allowing pets in cabins because our daughter is allergic to all pet hair and dander. No matter how well it is cleaned, it is always in the ventilation system, therefore, she have a severe reaction. We always counted on the cabins being free of that. Please do not allow pets inside the facilities.

Name MATT ANDERSON City, State HARTFORD SD Create Date 11/04/2022 11:07:22 PM

Comment Attachment:

I have a child that is allergic to dogs and cats. Please do not allow this so we can continue to use the cabins.

Name KENNETH LABRIE City, State ARLINGTON SD Create Date 11/05/2022 7:31:50 AM

Comment Attachment:

Many people have allergies to certain animals or their dander. I don't have these allergies but find it repulsive to be able to smell pets that people may not properly take care of - bathing, etc. Not everyone takes care of their belongings in the same manner & that includes their pets.

Name REID HOLIDAY City, State HAZEL SD Create Date 11/05/2022 3:52:21 PM

Comment Attachment:

I don't like the idea of pets allowed in cabins because of persons who might allergies staying afterward or just the smell of dogs in general.

Name BRUCE LANGHOFF City, State SIOUX FALLS SD Create Date 11/06/2022 3:26:43 AM

Comment Attachment:

I have had pets in my tent and there is endless hair even from a small lap dog or cat. If the next renter has an allergy there is no way to clean the cabin completely. Period. If the dog is a golden retriever there is constant hair everywhere even after cleaning. No way do I want to rent where pets have been.



## Issue **PET ALLOWANCE**

### Position **OPPOSE**

Name DAVID SCHAEFER City, State RAPID CITY SD Create Date 11/06/2022 3:22:39 PM

Comment Attachment:

We very much appreciate your service to the SD Game, Fish, and Parks – Thank You! We often rent cabins that are part of the park system, stay in the lodges, and spend time at our wonderful SD parks. While I can appreciate the desire for some to include their dogs and cats within these facilities, the reality is that dog hair, cat dander, and additional consequences of ongoing pets within these properties is substantial. These consequences are not offset by a small fee, nor do they accommodate for the major impacts on others. Possibly small “out buildings” adjacent to our great resorts and cabins could accommodate dogs and cats in kennels during their owner’s stay. This would seem to be a good compromise without impacting other guests, or increase damage to facilities. Thanks for allowing input to this process. It is appreciated.

Name DENNIS MCGUIRE City, State SIOUX FALLS SD Create Date 11/06/2022 10:17:28 PM

Comment Attachment:

Our allergies will keep us away from renting state properties. Sad to see this would happen.

Name CARLA CAMPBELL City, State SIOUX FALLS SD Create Date 11/07/2022 7:10:00 AM

Comment Attachment:

Good afternoon - I just read an article that was dated earlier this week. I have to give my opinion on this... We have camped in the state parks in South Dakota for 20+ years. We use the state parks every other weekend during May through October. We have an RV. But we have extended family who generally use a cabin almost every time we are there.

The thought that there now would be pets inside of these cabins with the allergies and things of children and adults, does not make sense to me.

It does seem that the cabins are not as clean in some of the parks as they used to be. And I can’t imagine that this is going to add anything but issues for the cabins and the state park workers who are already in short supply.

I am not a pet owner. However, we certainly deal with everybody’s pets , unleashed pets and pet waste and barking almost every time we go.

But the thought that they are now going to be in the cabins, doesn’t make sense. I have multiple grandchildren and my daughter who have allergies to dogs and cats. I know they are not the only allergy sufferers.

Thanks,  
Carla and Tim Campbell  
Carla Campbell  
(605) 759-4487

Name STEVE KLINGBILE City, State AURORA SD Create Date 11/07/2022 3:53:45 PM

Comment Attachment:

If this passes, I would not consider staying. Not all pets are clean and some mark things and those items get remarked. No matter how much you clean it will smell over time. Some people and children are allergic to pet dander. I guess they won't be staying either. I can imagine that urine smell on a 90 degree day. I have my own camper and did much business with the state parks in the past but voicing my opinion for those whom do not get this email.



**Issue** **PET ALLOWANCE**

**Position** **OPPOSE**

Name BERNIE KOSTAL City, State TYNDALL SD Create Date 11/10/2022 5:53:40 PM

Comment Attachment:

We are short staff around the state it will take more time to deep clean and some of the urine will never be gotten out . There are a lot of allergies for people to deal with this is one I hope they don't have to fight

**From:** [Comes, Rachel](#)  
**To:** [Kierl, Liz](#)  
**Subject:** FW: [EXT] Non Res Archery  
**Date:** Tuesday, December 6, 2022 5:15:19 PM

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**From:** Beatis <beatis@aol.com>  
**Sent:** Tuesday, December 6, 2022 5:14 PM  
**To:** Spring, Charles <Charles.Spring@state.sd.us>; doug.sharp@state.sd.us; Locken, Jon <Jon.Locken@state.sd.us>; Bartling, Julie A (GFP) <JulieA.Bartling@state.sd.us>; locken@nrctv.com; Comes, Rachel <Rachel.Comes@state.sd.us>; Whitmyre, Robert <Robert.Whitmyre@state.sd.us>; Olson, Russell <Russell.Olson@state.sd.us>; Rissler, Stephanie <Stephanie.Rissler@state.sd.us>; Bies, Travis <Travis.Bies@state.sd.us>  
**Subject:** [EXT] Non Res Archery

Hello

I am commenting on the proposal brought forward for the GFP on archery deer and antelope. While I feel this is a step in the right direction, it is still very flawed in the fact the you still offer unlimited tags. I have a personal experience with non-resident archery mule deer hunters.. Dakota Safaris used to have a bunch land leased in the area I hunt. Jack Links has purchased most of the land in that area now. I have seen a steady increase in mule deer bucks since this time. Dakota Safaris cash crop was archery mule deer hunters and they harvested many young mule deer. It was rare to see very many deer on the adjacent BLM properties. Deer and antelope do not know the difference between public and private land. An overharvest of deer on private land does affect public land. Please look at the biology and not the economics on this one. I recognize the fact that most landowners do a fine job of managing their wildlife but here are some that do not. Ask the landowners what is a fair number of tags to allow on their property and please do away with unlimited tags.

I am asking for to please change this proposal before you send it forward  
Thanks for your time

Jeff Olson  
Rapid City

## ARENDS LAW, P.C.

JOEL A. ARENDS

ATTORNEY AT LAW

TELEPHONE: (605) 254-2624

6901 S. LYNCREST PLACES, SUITE 103, SIOUX FALLS, SD 57108

Joel@ArendsLaw.com

www.ArendsLaw.com

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December 1, 2022

South Dakota Game Fish and Parks Commission  
523 East Capitol Ave.  
Pierre, SD 57501

Re: Spring Creek Golf Course

Dear Chairman Olsen and Commissioners:

I currently have the honor of serving as a county commissioner in Lincoln County and representing the citizens of the 1<sup>st</sup> Commission District which encompasses northeast Lincoln County and includes several Game Fish and Parks managed properties to include Good Earth State Park, Lave Alvin Recreation Area, the Rollings Game Production Area. Additionally, directly adjacent and to the south is the GFP Archery Range and to the east on the border with Iowa is the Big Sioux River.

Directly across the border in my native state of Iowa there are also a number of outdoor recreational opportunities on the Big Sioux including, Gitche Manitou State Preserve and Peterson Prairie Wildlife Area. I'd be remiss if I didn't mention Lake Pahoja Recreation Area where I taught my wife how to fish and where she taught me how to retrieve by throwing my grandfather's fishing pole in the lake on her first cast...I got it back!

On both sides of the Big Sioux River there exists the sacred Blood Run National Historic Landmark and effigy mounds. The Blood Run Site straddles the Big Sioux and was populated for 8,500 years by an estimated 8,000 to 10,000 people until the early 18<sup>th</sup> century.

Those of us who live and work in this area of Lincoln County are blessed with many outdoor recreational and historical opportunities all within an easy commute of the state's largest metropolitan area.

I also want to share some statistics about Southeast Sioux Falls and northeast Lincoln County in general:

- Lincoln County has approximately 68,000 residents after the last decennial census

- Lincoln County is the ninth fastest growing county in the nation averaged over the last ten years
- Lincoln County is predicted to grow at a rate of about 2,000 residents per year (Overall, the Sioux Falls metro area is predicted to grow at a rate of about 7,000 residents per year) for the foreseeable future

In addition to the incredible population growth, our citizens have also been fortunate to realize significant increased value in their homes. The median home value in Census Block Group 46083.10106.1 is \$393,300.00. This CBG includes most of the Spring Creek area immediately encircling the Spring Creek Golf Course and extending north to Good Earth State Park. The CBG population is estimated to contain 493 people with at least 143 households. Northeast Lincoln County commands some of the highest median home values in our state due in part to the Big Sioux River geography, easy commute times to employment in the Sioux Falls metro area (outside of more dense urban residential development), amenities such as the Spring Creek Golf Course and planning and county zoning regulations that have encouraged homeowners to significantly invest in this area of our state.

During my time on the Lincoln County Commission, I have worked with a whole host of citizens from this area of the county on a number of land use issues, including the future of Spring Creek Golf Course.

I have attended many of the GFP informational meetings regarding the future of Spring Creek Golf Course, attended numerous meetings with homeowners, interested parties, school officials, city officials, county planning staff and even sat down with employees of GFP to understand the department's views. The conversations with each of these parties have been candid and productive.

The number one concern expressed in each of these meetings has been what impact a campground would have on the residents and the county. And conversely, what impact removing Spring Creek golf course would have on the community and stakeholders. The three key unanimous messages I have received are the following:

- Citizens do not want a campground in their backyard
- Citizens want the outdoor recreational opportunity of a golf course to remain
- Citizens are concerned about the negative fiscal impact a campground would have on county finances

Not one single resident has told me they support a campground at Spring Creek. It has been made abundantly clear by my constituents that a campground would have a negative impact on their largest investment – their home and the lifestyle that the community has invested in and relied upon. In fact, 210 homeowners have signed a petition stating their opposition to the golf course being converted to a campground. Additionally, each of the six homeowners' associations in and around the golf course have all formally expressed their opposition to placement of a campground at Spring Creek.



I have also received over two dozen emails from golfers and residents requesting that the golf course remain in place. (Please find these emails attached to this letter). Golfers are concerned about securing tee times in an area of the state that lacks golf courses in comparison to the population. Further, over 25,000 rounds of golf are played at Spring Creek every year. This is a tremendously powerful statistic which speaks to the outdoor recreational value of this golf course. Golfing is a lifetime sport played by those of all ages that is relatively low cost, easily accessible and a healthy outdoor activity. Golf is also offered as a sport at the Harrisburg high school which uses the Spring Creek Golf Course as their home course and hosts visiting schools from across the area throughout the school year.

There are also significant concerns about the fiscal impact a campground would have on Lincoln County. County revenue is based on property taxes and counties do not have sales tax revenue to rely upon. Furthermore, counties do not earn revenue from state operated campgrounds. Property values are immensely important to our county budget. There is a very real concern that home values would be diminished, or at least stunted, by a campground that was never intended to be situated next to these homes in this type of planned development.

Furthermore, increased motor vehicle and camper traffic would almost certainly require road improvements above and beyond that which is already planned for in this residential community. Minimum improvements would include expanding the intersection at 271<sup>st</sup> St. and 480<sup>th</sup> Ave., with turning lanes, installing stop lights and other intersection controls which the county cannot afford and is not programmed into any future county budget. Lincoln county currently does not have the budget to pay for other critical and necessary road maintenance projects all across the county on existing roads, so how and why would taxpayers want additional fiscal constraints placed on them through placement of a campground that the community does not support and for which the county receives no revenue?

I want to genuinely thank each of you for paying close attention to this issue as the plans for the future of the golf course will have a very real and lasting impact on not only the adjacent homeowners, but also the Harrisburg high school sports program, other citizens who use the golf course, and county property taxpayers.

Lastly, when meeting with GFP staff members I pledged to work with GFP to find other more suitable outdoor recreational opportunities for our citizens in lieu of a campground. Starting in early 2023, Lincoln County will be revamping its comprehensive zoning plan. I want to reiterate my pledge to GFP that the county would want to include recreational opportunities in our comprehensive zoning plan. By taking a proactive approach and including stakeholders in future growth planning, we can avoid circumstances like we find ourselves in now.

With Confidence,

  
Joel A. Arends  
Lincoln County Commissioner, District 1

# Exhibits 1-24

**From:** Beau Ireland beuireland310@gmail.com  
**Subject:** Keep Spring Creek Golf Course  
**Date:** May 10, 2022 at 3:03 PM  
**To:** jarends@lincolncountysd.org

---



Hello,

My name is Beau Ireland and I am messaging to show my support in keeping spring creek golf course! It is my favorite course in the Sioux Falls area and is always busy with golfers who love to play on a beautiful yet challenging course. It would be a huge loss to destroy this course and would also bring about a lot of angry feeling from many people in this community (including myself). I hope that you listen to these words and all of the other people who feel the same way as me! Thank you for your time and consideration.

-Beau Ireland

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**From:** Butch Hanssen butchhsprint@midco.net  
**Subject:** Spring Creek Golf Course  
**Date:** May 11, 2022 at 8:58 AM  
**To:** aaron.aylward@sdlegislature.gov  
**Cc:** jarends@lincolncountysd.org

---



Good morning.

I would like to comment on the future closing of the Spring Creek Golf Course.

It is becoming increasingly difficult to get T times to play golf. I feel this is because more players are taking up the game as well as the community growth which is about the size of Watertown every other year.

I am asking that we consider to keep Spring Creek open to help keep up with the growth of the sport.

Thank you for allowing me to voice my opinion.

Butch Hanssen

Sent from my iPhone

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**From:** Richard E Gloe gloerich@centurylink.net  
**Subject:** Golf  
**Date:** May 13, 2022 at 10:16 AM  
**To:** jarends@lincolncountysd.org

---



Sent from my iPhone please do not close Spring Creek golf course. I think the depaman for camping will go down with the high gas prices. This is a beat golf course and is needed in this area. Thank you Richard Gloe

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**From:** kylee.s.tirrel@nm.com   
**Subject:** Spring Creek Golf Course  
**Date:** May 17, 2022 at 4:28 PM  
**To:** aaron.aylward@sdlegislature.gov, jarends@lincolncountysd.org



Good Afternoon Mr. Aylward and Mr. Arends:

This email is being sent to voice my opposition to the closure of Spring Creek Golf Course in Harrisburg. As a resident of Lincoln county and the Harrisburg School District, it would greatly sadden us to see this course close! There are not enough golf courses in Sioux Falls the way it is and, in my opinion, not ANY course like Spring Creek. We love the nature aspect the course brings to our community. It is by far our favorite course in Sioux Falls limits. To see the course filled with out-of-state campers would definitely deter us from every going to the area again. Please consider this email in your decisions. Thank you for listening!

Kylee Tirrel, Lincoln County Resident and Avid Golfer

*(please note my new email address of kylee.s.tirrel@nm.com)*

**Kylee Tirrel** | Associate Financial Representative

2307 W 57<sup>th</sup> Street Suite 200 Sioux Falls, SD 57108  
P: 605-978-9994 | F: 605-339-1496 | C: 605-680-2342



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If you don't want to receive any emails from your financial representative and any emails

**From:** Mike Pap mpap@live2bhealthy.com  
**Subject:** spring creek closing  
**Date:** May 25, 2022 at 1:56 PM  
**To:** jarends@lincolncountysd.org



Commissioner Arends. I thank you for your time and effort with the work you do for Lincoln County. My email is asking you and others to reconsider Spring Creek golf course being turned into a state park.

Spring Creek I believe was owned privately and provided a great location for area golfers to play a public golf course. It seems a shame that all the work that the people who owned and built the golf course would be turned into a park. If there is any way that decision can be changed, it would make a lot of golfing people happy. Thank you for your consideration to this request.



**Mike Pap**  
**Live 2 B Healthy®**

Regional Owner  
Northwestern Iowa and Eastern South Dakota  
[mpap@live2bhealthy.com](mailto:mpap@live2bhealthy.com)  
605-359-0004

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**From:** Mike Kuiper mikuiper@yahoo.com  
**Subject:** Spring Creek Golf Course  
**Date:** May 29, 2022 at 4:15 PM  
**To:** aaron.aylward@sdlegislature.gov, jarends@lincolncountysd.org



Hello,

Thank you for your time. I am a Harrisburg resident and an avid golfer. I host a traveling Men's golf league of 16 guys. We play Bakker Crossing and Willow Run at the beginning and end of the seasons both before their league starts and after it ends. The rest of the summer we rotate between Spring Creek, Hartford, and then a spattering of other Great Life courses such as Beresford, Dell Rapids, and so on. That means we play Spring Creek at least every three weeks if not more. My league members hail from Harrisburg, Dell Rapids, Crooks, and the rest all in Sioux Falls with five of the players living in the Harrisburg School District. When we play at Spring Creek our post round money stays in Lincoln County (generally Fresh Horses).

The Sioux Falls Market needs more golf courses and I am writing you to ask you to help our efforts to keep Spring Creek a golf course and not have it become a campground. Without Spring Creek the Great Life and city courses are just going to get busier and they are already over crowded. I will also add that as a course Spring Creek is a charming track with several unique holes and overall has a great design. Finally, I play in a handful of fantastic golf tournaments each year at Spring Creek and that money also stays in Lincoln County. So please do all you can to help save Spring Creek Golf Course. I know 16 golfers that would appreciate it. Thank you!

Mike Kuiper  
15 Year Harrisburg Resident  
(605) 321-2818 call me if you would like

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**From:** Jacob Kinder jacob.kinder93@gmail.com  
**Subject:** Spring Creek Golf Course  
**Date:** June 2, 2022 at 3:43 PM  
**To:** jarends@lincolncountysd.org



Good Afternoon Joel,

I'm emailing you in regards to Spring Creek Golf Course. I've got some questions and concerns about the future of the golf course.

I've been golfing this course my whole life and consider it one of the best courses in the area. I think it would be a big mistake to turn this course into a campground or a wildlife preserve. Golf has been getting very popular around the country and eliminating a premier golf course in the area will be a big mistake. It is already hard enough to get on a course in the area without booking a tee time 5 days in advance and if Spring Creek closes, it'll make getting out and enjoying golf even more difficult.

With that being said, how much traction is there with the state's current plan? Also, are there any physical or online petitions I can sign? I'd be willing to sign something or show up to meetings to express my displeasure.

I appreciate what you are doing and hope Spring Creek is able to stay open.

Best Regards,

Jacob Kinder

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**From:** Michael Brown mgbrown54@gmail.com  
**Subject:** Spring Creek GC  
**Date:** June 3, 2022 at 8:07 PM  
**To:** jarends@lincolncountysd.org

MB

Hello Joel,

I am writing to you after obtaining an information card near #11 green at Spring Creek GC on Wednesday. I am writing to address the possible loss of Spring Creek GC to SDGFP parks division for the expansion of Good Earth SP.

I am not a home owner there, but I do play that golf course on a yearly basis. I can't imagine how the home owners feel knowing that there could be people camping near their homes. They have to be considering a loss of privacy with campers nearby.

I am hoping that enough people voice their opinion on keeping this a golf course. If it does go to the state, at least keep 9-holes. There is already a clubhouse in place and a great course superintendent. This would allow it to still make money. Please consider voting against this course being turned into a nature area.

Michael G Brown  
Sioux Falls

**Michael G Brown**

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**From:** lisabeacom61@gmail.com  
**Subject:** Spring Creek Golf Course  
**Date:** June 7, 2022 at 9:56 AM  
**To:** Aaron.aylward@sdlegislature.gov, jarends@lincolncountysd.org



Please save the Springcreek Golf Course as a golf course for the residents of the Sioux Fall area. Population is growing and golf courses are all busy. Taking one out of the use would adversely affect the quality of living that our community has to offer. We need this golf course.

Thank you.

**Lisa Beacom**

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**From:** magera@sio.midco.net  
**Subject:** Spring Creek Golf Course closing  
**Date:** June 9, 2022 at 9:36 AM  
**To:** jarends@lincolncountysd.org



Dear Mr. Arends:

My email is regarding the potential closing of Spring Creek Golf Course to turn the property into a campground. As a citizen of Sioux Falls and regular golfer at Spring Creek Golf Course, I am requesting strong opposition to this move and consideration to keeping the golf course as is. I would encourage the property owner to work with the local golf course management to extend the life of the course or sell the property to an owner that will keep the golf course.

Sioux Falls and the greater metro area, does not have enough golf courses for the need as reflected in wait lists for membership to the country clubs and lack of tee times available when needed. I have been a Great Life member for 7 years and only play their courses once or twice due to lack of availability. Spring Creek has been the only course that I can play on a regular basis and will be needed more as the metro area expands.

Please use this email to further the communication and desire of the people directly impacted by your decision.

Respectfully,

Nicholas J Magera

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**From:** Deborah Harr harrvest@icloud.com  
**Subject:** Spring creek golf course  
**Date:** June 10, 2022 at 6:33 PM  
**To:** jarends@lincolncountysd.org



We are writing you to voice our strong opposition to SD game, fish & parks closing spring creek golf course. We really enjoy playing this course every week and feel it would be a very bad decision to close it and turn it into campgrounds. it is very difficult to get a tee time anywhere in Sioux Falls and spring creek is a beautiful course with great people.

It is our hope you will listen to the voice of the people and stop this from happening

Thank you,

Rich & Deb Harr

Sent from my iPhone

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**From:** rgroon1@gmail.com  
**Subject:** Spring Creek Golf Course  
**Date:** June 17, 2022 at 8:43 AM  
**To:** jarends@lincolncountysd.org



Dear Mr. Arends,

My name is Rosalie Groon & I'm a resident of Sioux Falls (District 12) who has enjoyed golfing the beautiful Spring Creek Golf Course.

Please consider leaving the golf course as is for now & future generations. I believe it has so many beautiful & challenging features that other golf courses in the area don't have. I believe it's even more picturesque than Willow Run and I enjoy playing them both.

Thank you for your consideration. May God bless you, your work & your family.

Sincerely,

Rosalie Groon

[\(605\) 310-7618](tel:6053107618)

Sent from my iPhone

Sent from my iPhone

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**From:** Matthew Johnson matthewj026@gmail.com  
**Subject:** Spring creek golf course  
**Date:** June 26, 2022 at 7:33 PM  
**To:** aaron.aylward@sdlegislature.gov, jarends@lincolncountysd.org

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Hello,

I'm writing this email to inform you of my opposition of the closing of Spring Creek Golf course in Harrisburg, SD. I frequent this course often and it is by far one of the nice courses in the area. It is well taken care of and the staff is great! Closing this course will make it even tougher to find tee times in the area. Please do not close Spring creek golf course!

Sincerely,

Matt Johnson

Sent from my iPhone

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**From:** Brian Prisbe bprisbe@scheelsiceplex.com  
**Subject:** Stop the closing of Spring Creek Golf Course  
**Date:** July 5, 2022 at 2:38 PM  
**To:** aaron.aylward@sdlegislature.gov, jarends@lincolncountysd.org



Hello Aaron and Joel

The talk around the local golf community is whether Spring Creek Golf Course will eventually be a State Park or campground. I haven't talked to one person who thinks that turning a beautiful parkland golf course into State Park (with a State Park less than a mile away) is a good idea.

As a golfer, I selfishly want Spring Creek to remain a golf course. Spring Creek is always in great condition with some of the best greens in the state. The layout is unique, fun and challenging for all skill levels.

The game of golf took off during covid. Golf courses are busier than ever. Being a Great Life member is great but securing a tee time isn't easy. My golf group often plays Spring Creek as our go to when we can't get a GL tee time. They are always accommodating and as mentioned above, the course is always fun to play!

If the homeowners on Spring Creek Golf Course and the thousands of golfers that tee it up annually at Spring Creek Golf Course want the golf course to remain, I would hope that our elected officials help keep it that way.

Thank you for your time and energy.

**Brian Prisbe**

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**From:** Bob Swanhorst btswan@sio.midco.net  
**Subject:** Spring Creek  
**Date:** July 19, 2022 at 8:38 AM  
**To:** jarends@lincolncountysd.org



Dear Commissioner Joel Arends,

I am writing to ask for your consideration to maintain the current site of the Spring Creek 18 hole Golf Course. I will make two points: the tremendous influx of people that will be moving into the area, and the need for the Harrisburg Public School to have a home course for their practices and match play. It seems logical to me that it would present a greater need for the public than a camping site. To replace an 18 hole course of this nature will require a tremendous investment of not only money but also time.

Respectively,

Bob and Trish Swanhorst

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**From:** Gary Strasburg garystrasburg@yahoo.com  
**Subject:** Spring Creek Golf Course  
**Date:** July 25, 2022 at 6:52 PM  
**To:** jarends@lincolncountysd.org



Commissioner Arends,

I am writing to you to show our support for the Spring Creek Golf Course. My wife and I feel it would be a great loss to the community if the course was made into a camp grounds. Many golfers enjoy getting out of the city to enjoy a bit of country!

We moved out by Lake Alvin 8 years ago from central South Dakota. We golf often and very rarely is the golf course not busy! Please consider keeping the property a golf course and not a camp ground. Thank you for considering this possibility!

Sincerely,

Gary and Sue Strasburg

Sent from my iPad

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**From:** Judy Brenner judymbrenner@yahoo.com  
**Subject:** Spring Creek Golf Course  
**Date:** July 27, 2022 at 10:58 AM  
**To:** jarends@lincolncountysd.org



I am a golfer at the above golf course and would just like to express my concerns with turning it into a campground! This is a beautiful and well manicured golf course with a lot of character! Why would anyone want to turn it into a campground! There are a lot of other areas that they could have a campground at! Please help the poor homeowners and golfers keep that from happening!

Thanks!

Judy Brenner

[Sent from Yahoo Mail for iPhone](#)

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**From:** Shirley Buseman sabuseman@gmail.com  
**Subject:** Spring Creek Golf Course  
**Date:** July 27, 2022 at 12:18 PM  
**To:** jarends@lincolncountysd.org



I am concerned about your closing the golf course. It has such character and alot of us golf their. The staff is wonderful  
And the grounds are so well maintained  
Why would you change into a campground  
And do not believe it is fair to the homeowners around the golf course

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**From:** Craig Schoen craig@liftproequipment.com  
**Subject:** Save Spring Creek Golf Course  
**Date:** August 1, 2022 at 10:45 AM  
**To:** jarends@lincolncountysd.org



Please consider keeping Spring Creek Golf Course it would be a shame to turn it into a camp ground and with Sioux Falls growing we need this course. Thank you for your time.



**Craig Schoen**  
*President*

Lift Pro Equipment Co., Inc.  
3621 North Potsdam Ave Sioux Falls, SD 57104  
Office: (605) 339-6494 Cell: (605) 359-3280

[website](#) | [vCard](#) | [map](#) | [email](#)



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**From:** bob reierson rye853@hotmail.com  
**Subject:** Spring Creek Golf Course  
**Date:** August 10, 2022 at 3:04 PM  
**To:** jarends@lincolncountysd.org



Spring Creek Golf Course is going to be taking over by the GF&P of SD. They want to turn it into a Campground. GF&P have done a fabless job trying to keep up camp grounds for campers. However, as you know Sioux Falls is growing fast and Golf has become extremely popular. It is very hard to get tee times in Sioux Falls. The 3 public courses are always busy. Trying to walk on and play is almost impossible and you almost have to plan your golf outing 5-7 days ahead of time to play when you want to.. Spring Creek Course is always in Great Shape and generally you can call and get on the same day, but not all the time. Unless you belong to either of the 2 Country Clubs it will really be hard to golf in Sioux Falls in the next couple of years. So please help keep Spring Creek Golf open. Thank you.

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**From:** Benji benji@sbmboats.com  
**Subject:** Spring creek golf course  
**Date:** August 20, 2022 at 1:29 PM  
**To:** aaron.aylward@sdlegislature.gov  
**Cc:** jarends@lincolncountysd.org



Hi, please don't let them close this golf course. Very nice course that should not be a campground.

Thanks,  
Visiting From Chamberlain, SD  
Benjamin Hammell

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**From:** Doug Ishmael dishmael@gagebrothers.com  
**Subject:** Spring Creek Golf Course  
**Date:** August 24, 2022 at 7:04 PM  
**To:** jarends@lincolncountysd.org, aaron.aylward@sdlegislature.gov

---



I golf Spring Creek quite a few times a year and really believe it would be a mistake to close this beautiful golf course. In my opinion it is one of the best courses in the region. So please let's fight to keep it open.  
Thank you

Sent from my iPhone

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**From:** Ray Hoverson rhoverapwu@yahoo.com  
**Subject:** Spring Creek golf course  
**Date:** August 27, 2022 at 5:26 PM  
**To:** aaron.aylward@sdlegislature.gov, jarends@lincolncountysd.org

---



I am retired and a purple heart veteran and asking to do what you can to keep spring creek open as long as you can. I have been a member since it opening and may have ten more years of golf left in me. With the closing it will make it more difficult to get tee times in the area and may be forced to join great life to get available tee times and pay for cart as I have my own at spring creek.

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**From:** peltiers@sio.midco.net  
**Subject:** Spring Creek Golf Course  
**Date:** August 31, 2022 at 5:31 PM  
**To:** aaron.aylward@sdlegislature.gov, jarends@lincolncountysd.org



Hello Gentlemen –

I am writing to you voice my opposition to the closing of Spring Creek Golf Course to turn it into a campground.

I enjoy golfing at Spring Creek and would hate to lose this beautiful course. I don't understand why anyone would ever want to camp there, there is nothing there. Because of this, there is a possibility that it could become a campground that people would live in long term. I live near the course and am completely not thrilled in having a campground within a mile of my house.

Please save our golf course!

Sincerely,  
Michal Peltier  
47949 Oak Ridge Place  
Harrisburg, SD 57032

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## DEPARTMENT OF GAME, FISH, AND PARKS NOTICE OF REGULAR MEETING

This meeting will be held in person, via zoom/conference call, and Livestream. Listen to the meeting beginning at 1:00 p.m. CST via Livestream at <https://www.sd.net/remote1/> or join via zoom by clicking on the link below. Depending on your application, you may be required to enter the meeting ID and password. Remember to **enter your display name and mute your microphone**. To help keep background noise and distractions to a minimum, make sure you **mute your microphone and turn off your video** when you are not speaking.

**Thursday, December 8, 2022, at 1 pm CST, and Friday, December 9, 2022, at 8 am CST.**

Zoom Meeting Link <https://state-sd.zoom.us/j/93912915359?pwd=RDVwK3B2eEk1b2w1dWxzNEhaNzNBUT09>  
or join via conference call      Dial 1 669 444 9171      Meeting ID: 939 1291 5359      Passcode: 9502333

**Public Input:** To provide comments, join the meeting in person, via zoom, or via conference call per the info above. To conduct the public hearing and/or open forum as efficiently as possible, we ask those wishing to testify to **register by 1:00 pm CST the day of the meeting by email to [Liz.Kierl@state.sd.us](mailto:Liz.Kierl@state.sd.us)**. **Testifiers should provide their full names, whom they represent, their city of residence, and which proposed topic they will address.**

**Written comments** can be submitted at <https://gfp.sd.gov/forms/positions/>. To be included in the public record, comments must include the complete name and city of residence and meet the **submission deadline of seventy-two hours before the meeting (not including the day of the meeting)**.

Dated this 1<sup>st</sup> day of December, 2022.

s/b Russell Olson  
\_\_\_\_\_  
Russell Olson, GFP Commission Chair

**NOTICE OF PUBLIC HEARING  
DEPARTMENT OF GAME, FISH AND PARKS**

A Public Hearing will be held at the RedRossa Conference Center, 808 W. Sioux Avenue, Pierre, South Dakota 57501 on December 8 at 2:00 pm (CST). Individuals wishing to participate may attend in person or by teleconference. Teleconference information can be found at <https://gfp.sd.gov/commission/information/>. The public hearing is to consider adoption, amendment, and repeal of Rules pertaining to:

1. 41:03:01:13. Pet prohibitions.

Effect: The proposed change would allow people staying in a cabin, lodge, or suite within a state park to have their pet inside the facility during their stay. Furthermore, the proposed rule would define what constitutes a pet.

Reason: Pet ownership continues to increase and accommodations for pets in the travel industry have become standard practice. The proposed rule change would allow the department to accommodate these guests.

2. 41:03:04:03.02. Camping permit fees -- Cabins -- Lodges -- Suites.

Effect: The proposed change would establish a fee for pets that stay at cabins, lodges, or suites.

Reason: The established fee would coincide with the proposed rule to accommodate pets at cabins, lodges, or suites.

Interested persons will be given reasonable opportunity to submit data, opinions, arguments, and their views, either orally or in writing (or both) at the hearing. Persons unable to attend the hearing may mail data, opinions, arguments, and their views to the office of the Secretary of the Department of Game, Fish, and Parks, Foss Building, 523 East Capitol, Pierre, South Dakota 57501, or by going to the GFP website at <http://gfp.sd.gov/forms/positions>. All persons who desire to submit written data, opinions, arguments, and their views by mail or email are encouraged to mail or transmit the same in


sufficient time so that it is received by and in the office of the Secretary of the Department of Game, Fish, and Parks 72 hours prior to the date of the hearing. Interested persons will be given reasonable opportunity to submit data, opinions, arguments and their views, either orally or in writing (or both) to the Commission for their consideration. All written and email comments must include the name, hometown/city, and state of the person submitting the comments.

The above rule proposals are available for review on the internet by going to <https://rules.sd.gov/> and copies of the proposed rules may be requested from the office of the Secretary of the Department of Game, Fish, and Parks, Foss Building, 523 East Capitol, Pierre, South Dakota 57501. Notice is further given to individuals with disabilities that this hearing is being held in a physically accessible place. Any individuals with disabilities who will require a reasonable accommodation in order to participate in the hearing should submit a request to the undersigned at 605.773.3718 or 605.223.7684 (Telecommunication Device for the Deaf).

Dated this 14<sup>th</sup> day of November 2022.

(SEAL)



  
\_\_\_\_\_  
Kevin Robling, Secretary

This Notice of Public Hearing is published at the approximate cost of \$\_\_\_\_\_.