

Minutes of the Game, Fish, and Parks Commission
November 5-6, 2015

Chairman Cooper called the meeting to order at 1:00 p.m. CDT at the Ramada Inn in Mitchell, South Dakota. Commissioners John Cooper, Cathy Peterson, Barry Jensen, Gary Jensen, Duane Sathers, Jim Spies and W. Scott Phillips were present. Secretary Kelly Hepler was present along with approximately 30 public, staff, and media.

DIVISION OF ADMINISTRATION

Approval of Minutes

Chairman Cooper called for any additions or corrections to the October 1-2, 2015, minutes or a motion for approval.

Motion by Spies with second by B. Jensen TO APPROVE THE MINUTES OF THE OCTOBER 1-2, 2015, MEETING AS AMENDED BY PHILLIPS. Motion carried unanimously.

Additional Commissioner Salary Days

No additional salary days were requested.

License List Requests

Chris Petersen, Administration Division Director presented a license list request from DT Client Services of Washington, DC. The request is for a list of resident and non-resident hunting and fishing licenses. The list will be used to create voter modeling information for political purposes. This is a full fee request.

Petersen further indicated this is different than most requests receive by the Department as they will not be using the list to contact license holders. The information will be utilized to create a demographic model/profile which is what will be distributed not the license holder information, nor can the license list be resold. Petersen indicated that license holders can opt out from being included on these listings. Those under the age of 18 are removed from the license holder lists that are sold.

Motioned by Phillips with second by B. Jensen TO APPROVE THE LICENSE LIST REQUEST FROM DT CLIENT SERVICES AS PRESENTED.

Roll call vote: B. Jensen-yes; G. Jensen-no; Petersen-no; Phillips-yes; Sather-yes; Spies-No; Cooper-no. Motion failed with 3 yes and 4 no

PROPOSALS

License Request Process

Petersen discussed the current license holder list sales process and recommend proposal to streamline the process as the majority of requests are repeat requests for the same lists for the current year from the same entities. This would also aid in the efficiency of the administration office. A summary of the issued lists would be provided in each month's commission meeting packet. The current process would still be used for all new requests. If there were any concerns with a repeat list request those would be presented to the commission for approval.

Motioned by G. Jensen with second by Sather TO APPROVE THE ADDITION OF PERMISSIVE LANGUAGE TO THE RULE AUTHORIZING THE DEPARTMENT TO SELL LICENSE LISTS TO REPEAT APPLICANTS UNDER CERTAIN CIRCUMSTANCES. Motion carried unanimously.

Public Hearing

The Public Hearing began at 2:00 p.m. and concluded at 2:05 p.m. and the minutes follow these minutes.

FINALIZATIONS

Acting Director Bob Schneider presented the proposed changes in the park and boat license fees.

Park and Trail Fee Increase 41:03:03:06, 41:03:04:05.01, 41:03:05:03

The recommended change is to increase the fee for a 7-day Custer State Park entrance license from \$15 to \$20; and increase the 1-day fee for a motor vehicle in Custer State Park that does not have a park entrance license from \$15 to \$20. Schneider explained the increase of \$5.00 would generate \$712,000 in new revenue that would be used to support operation and maintenance of the state park system.

Motioned by Sather with second by Petersen TO ADOPT THE INCREASE IN CUSTER STATE PARK ENTRANCE LICENSE FEE AS PROPOSED. Motion carried unanimously.

Schneider explained the intent of the additional \$2 fee to make a reservation through the telephone call center is to encourage campers to make reservations online. He noted this is a discretionary fee because campers retain the option of making a reservation online.

Motioned by B. Jensen with second by Spies TO ADOPT THE ADDITIONAL CAMPSITE FEE FOR RESERVATION MADE THROUGH THE CALL CENTER. Motion carried unanimously.

Schneider stated the proposed increase of \$1.00 in the daily use fee for the George S. Mickelson Trail would make the fee consistent with the \$4.00 daily fee for an individual in a vehicle to enter any other state park. These fee revenues are used to

support the cost of maintaining and operating the trail. It was discussed that the trail is monitored and fees are posted at each trailhead, and although visitors could try to slip by we find a high level of compliance through checks conducted by staff.

Motioned by G. Jensen with second by Sather TO RAISE IN DAILY PASS FEE BY \$1.00 AT THE GEORGE S. MICKELSON TRAIL. Motion carried unanimously.

Boat License Fee Increase 41:04:05:01.01

Schneider described the proposed adjustments to motorboat license fees as listed below noting the \$250,000 in new revenue would be used to maintain and upgrade 300 plus boating access sites statewide.

1. Nonmotorized boats over 12 feet and boats propelled solely by electric trolling motors: 1 year-~~\$12.50~~ **\$15.00**. Nonmotorized canoes owned by nonprofit youth organizations are exempt from license requirements when being used for organizational activities;
2. Motorboats under 19 feet: 1 year-~~\$20~~ **\$25**;
3. Motorboats 19 feet and over: 1 year-~~\$40~~ **\$45**;
4. Temporary fishing tournament boat license: 10 consecutive days-\$50.

It was discussed the \$50 temporary tournament boat license is required to meet US Coast Guard regulations. Staff work directly with tournament directors on these licenses. The Coast Guard also requires that you only need to license in the state in which you reside.

Motioned by Sather with second by Peterson TO INCREASE THE FEE FOR LICENSING MOTORBOATS AND WATERCRAFTS AS PROPOSED. Motion carried unanimously.

Spring Turkey Hunting Season 41:06:13

Assistant Director Tom Kirschenmann explained this rule change under a one year recommendation with a management plan scheduled to be in place in 2016. The three recommended changes are stated below.

1. Offer residents 205 more one-tag "male turkey" licenses and 480 less two-tag "male turkey" licenses for the Prairie Units than 2015 for an overall decrease of 755 tags. Offer nonresidents 1 less one-tag "male turkey" licenses and 39 less two-tag "male turkey" licenses for the Prairie Units than 2015 for an overall decrease of 79 tags.
2. Establish a new unit (Unit 16A) for Campbell and Walworth counties.
3. Change county name of Unit PST-65A from Shannon County to Oglala Lakota County.

Motioned by Peterson with second by Spies TO FINALIZE CHANGES TO THE SPRING TURKEY HUNTING SEASON. Motion carried unanimously.

Kirshenmann presented the change to reduce the number of one-tag "male turkey" licenses from 135 to 100 in Custer State Park. This is regulation is also for one year only.

Motioned by Spies with second by B. Jensen TO REDUCE THE NUMBER OF WILD TURKEY TAGS IN CUSTER STATE PARK AS PROPOSED. Motion carried unanimously.

Spring Light Goose Hunting Season

Noted by Kirshenmann this rule change is for clarification and clean up on the start of the conservation order and will be for three seasons. This would change the start date of Light Goose Conservation Order to the Monday following the Sunday closest to February 15 to ensure there is no overlap with the Unit 2 dark goose hunting season and the Light Goose Conservation Order. This adjustment does change the opportunity for hunting for geese.

It was discussed that a stamp is not required because this is a conservation order and not specific hunting season.

Motioned by G. Jensen with second by Sather TO INSTITUTE CHANGE TO THE SPRING LIGHT GOOSE HUNTING SEASON AS PROPOSED. Motion carried unanimously.

PETITIONS FOR RULE CHANGE

Black Bass Tournament License

Damar Dore presented his petition, requesting the Game, Fish and Parks Commission make changes to the daily, possession, and length limit restrictions on special management waters rule as it refers to tournament licenses. Dore asked for the addition of a bass tournament license that removes the slots on certain lakes within South Dakota for tournament bass fishing as long as live release is being followed.

Chairman Cooper outlined the options for the Commission action on petitions then requested input from the Commission.

Per the request of the Chairman Director Leif presented a resolution outlining reasons for denial of the petition for the Commissions consideration.

Motioned by B. Jensen with second by Phillips TO DENY THE PETITION AND ADOPT RESOLUTION 15-19 AS PRESENTED (Appendix A). Motioned approved.

Bitter Lake Length Limit

Leif noted the petition received from Cody Ewing in regards to restoring the length limits on Bitter Lake cannot be considered at this time and that subsequent action must take place before rules are effective to be appealed. The petitioner was advised on the process, logistics of the next Interim Rules Review Committee meeting and informed that he could petition once rule is effective. No response was received from the petitioner.

OPEN FORUM

Jones Shaeffer, Montrose, SD, asked commission to consider splitting the waterfowl season in the Lake Andes area. Stated due to irrigation and food source the geese do not flock to the southern Missouri river basin until later past the season.

Commissioner Cooper will ask GFP staff to look into the possibility of making this change and if it would be desirable.

Bill Antonides, President, South Dakota Wildlife Federation (SDWF) Camo Coalition, Aberdeen, SD; read joint letter from the SDWF, SDWF Camo Coalition, SD Izaak Walton League, SD Waterfowl Association, Ducks Unlimited – Great Plains Region, Whitetails Unlimited Brown County Chapter, Northeastern South Dakota Walleye Club, Northeastern South Dakota Walleye Club, SD State Chapter of National Wild Turkey Federation, South Dakota Walleyes Unlimited, and Whitetail Bowmen Archery Club, Inc. which make up 18,000 South Dakota outdoor sportsmen.

We are writing to express our continuing strong support for the acquisition and management of public wildlife lands and fishing access areas by the Department and the Commission. At your November, 2015 meeting, the Commission has before it several action and information items related to land acquisitions. We want you to know that we support all the land purchase proposals now before you and we add our full support for future acquisitions.

As you know, among the most numerous complaints by sportsmen and women is a lack of quality areas to hunt and fish. Access to private land has become increasingly difficult and commercialized. While charging a fee for hunting is certainly a right of the landowner, the net effect is that wildlife, a publicly owned and managed resource, is becoming more and more privatized because most sportsmen and women are simply not able to pay the fees charged by commercial operators. As commercialization increases, so does pressure on public lands. South Dakota has 77,121 square miles, of which roughly 440 square miles are state-owned Game Production Areas (GPAs). This figure includes the thousands of acres along the Missouri river turned over to the GF&P by the U.S. Army Corp of Engineers under "Title VI". The total acreage of existing GPA's works out to be less than 1% of the total SD land mass, and these GPA's must also be shared with nonresident users.

We applaud Governor Dugaard's decision to ease his moratorium on land purchases after two years of potential acquisitions of new GPA's being put on hold. While many excellent projects were abandoned during the moratorium, the GF&P is now once again able to purchase land from willing sellers for the use and benefit of the public.

To be accurate and fair, the GF&P has large partnership programs with Federal agencies and some Non-Government Organizations to acquire access to land by lease and/or easement contracts. Some examples are the Walk In Area program (WIA), Conservation Reserve Enhancement (CREP) and the Wetland Reserve Program (WRP). These public-private programs are effective in providing access at what is generally considered a reasonable cost with low maintenance responsibilities for the

GF&P. Despite their effectiveness, these short-term contracts are only temporary. Contracts come and go, and the land is managed by the landowner. Most of these lands are open to public access for perhaps a decade, and in many years are released for haying, grazing or other uses that reduce or limit public recreation opportunities.

By contrast, land owned by the GF&P is managed for wildlife production and public use in perpetuity by the state. The wetlands will not be tilled and drained, tree belts won't be bulldozed, and virgin soils will not be plowed to make way for more crops. The natural features of the land will be there for generations to come, because management decisions are not made according to commodity prices or on how to raise more livestock. In general, public land managed for wildlife is far superior for GF&P purposes than are private lands managed for private profits, especially in the long term.

The undersigned groups are among just a few of the many NGOs who strongly support the GFP Department and GFP Commission in its legal and ethical responsibility to work with willing landowners to acquire and manage publicly owned land for the benefit of sportsmen and all the people of the state and its visitors. These organizations represent thousands of South Dakota sportsmen and many others who visit our great state each year. In summary, we wish to emphasize a very few major points:

Sportsmen are not against paying for access, as such; they simply ask to own the land, through the Department of Game, Fish and Parks and the GFP Commission actions and oversight. Sportsmen are more than willing to pay the costs collectively to make the best use of their license money and Pittman Robinson/Wallop-Breaux program excise taxes paid on hunting and fishing equipment. Granted, not everyone who buys guns and ammunition will hunt on a GPA, but ALL have a right to access those areas and ALL benefit in some way.

Not every GPA has to be a showpiece of shelterbelts, food plots and native grass plantings. GF&P has a responsibility to post GPAs, pay the taxes and control weeds. Beyond that, sometimes land is best left alone; not every parcel of land must be a conservation showpiece. The hand of man may, in fact, do more damage than simply letting nature do what it has done for untold thousands of years in our prairie state.

Many farmers who converted grasslands to crops during recent periods of high commodity prices have now sold land into WRP easements or a combination of grassland and wetland easements to remain financially solvent. Some landowners have voluntarily decided to go a step further and sell the land in fee title to GF&P for the benefit of all, and help bolster our second largest economic activity, tourism in the form of non-resident hunting and fishing. These landowners should have the long-held right to sell to the purchaser of their choice without government interference.

The annual cost of managing an average GPA is about the same average cost of renting land, although there are variables depending on the GPA and on the particular rental program. We understand there are also upfront costs, including the purchase price and closing costs. However, the long-term value of public land for sportsmen is almost always better than relatively short-term leases of private lands. In addition, GFP

is required to pay the full amount of local property taxes just like any landowner in our State.

GF&P land managers have demonstrated the ability to manage these lands based upon the needs of those willing to pay through the purchase of licenses to hunt and fish. GFP Department Staff have a good record of land stewardship aimed at satisfying needs for game and non-game species alike, while also meeting the demands of weed control, fencing and working with adjoining and local landowners to provide best management practices.

These are but a few of the reasons why we fully support the purchase of more public land from willing sellers to be used and managed as GPA's. Thank you for your time and attention, and please continue with your work to increase the acreage of publicly owned land in the state.

Rich Widman, President, SD wildlife federation, Brookings, reiterate letter and shared importance of purchase of public lands.

DIVISION OF PARKS AND RECREATION Roy Lake State Park Concession Lease

Sean Blanchette, Concessions Manager detailed the status of the concession lease at Roy Lake. Blanchette stated a prospectus for sale of the resort was advertised in April 2015 with no proposals received. Resort owner Jan Pitzl is allowed to establish the asking price because she operates under the old concession lease rules. Pitzil has submitted another letter of intent requesting authorization to issue a prospectus for sale at a reduced price of \$975,000. A new concession lease will also need to be advertised. One new term in the advertised concessions lease is use of gross receipts for maintenance and repairs at 2% which is common. If approved staff would draft the prospectus to advertise. At this time staff are requesting Commission approval to issue a prospectus containing the proposed settlement agreement.

Motioned by Peterson with second by Spies TO APPROVE THE SETTLEMENT AGREEMENT WITH JAN PITZL AS PROPOSED (Appendix B); AND TO FURTHER AUTHORIZE THE DEPARTMENT TO ISSUE AND ADVERTISE A PROSPECTUS FOR THE SALE OF ROY LAKE. The motion carried unanimously.

Oahe Downstream Concession Lease

Blanchette provided history of the Oahe Maria and Resort Concession Agreement. Blanchette indicated Steve Rounds issued an intent to sell and noted he operates under 2005 rules requiring the price to be set by an appraisal. At this time they are requesting to issue prospectus at same price of \$641,000 and same settlement agreement as issued in 2014.

Motioned by Spies with second by Sather TO APPROVE THE SETTLEMENT AGREEMENT WITH STEVE ROUNDS AS PROPOSED (Appendix C); AND TO FURTHER AUTHORIZE THE DEPARTMENT TO ISSUE AND ADVERTISE A REQUEST FOR PROPOSAL TO PURCHASE AND OPERATE THE OAHE MARINA AND RESORT CONCESSION AT OAHE DOWNSTREAM RECREATION AREA

UNDER A TEN-YEAR LEASE WHICH INCLUDES THE LEASE STANDARDS AS DISCUSSED WITH THE COMMISSION. The motion carried unanimously.

Angostura and Shadehill Seasonal Cabin/Trailer Fees

Information on the fees established for cabins and trailers at Angostura and Shadehill were provided by Blanchette. At this time the consumer price index is -0.7 therefor an increase is not being proposed. Blanchette noted Bureau of Reclamation rules require a fair market value be assessed. At this point a market rent survey/appraisal has been conducted and staff will be meeting with the Bureau of Reclamation to review appraisals and determine how to handle options for implementation.

Custer State Park Resort Facilities Update

Al Nedved, assistant director, provided a brief update on the Custer State Park improvements project. Nedved indicated a guaranteed maximum price has been submitted and approved by the building committee and accepted for site and utility work. Slides of the artist rendering were shown. Most of the projects have a completion date of June 1 to allow for public use. The visitor center is on schedule and interior should begin soon. Work continues with Split Rock Studio on some of the interpretive items to be completed by May of next year.

Good Earth Development Update

Nedved stated site work began last week roughing in the roads and parking lot. Some archeological findings have been identified so we are working through options. Currently we are putting together an RFP for production of interpretive video to be viewed at the Onsite Theater. Staff is working with the tribes and the state of Iowa to make sure the story is told correctly and consistently.

Parks Revenue, Camping and Visitation Reports

Bob Schneider provided a year to date revenue comparison by item. For the month of October revenue was up 33% from last year. The comparison show motorcoach numbers are down, but it's probably just because revenue has not been deposited yet. Schneider indicated every park was up in revenue some in double digits and camping units were up 40% compared to last October. Year-to-date, revenue is up 11% and camping units are up 8%. Schneider stated these are significant numbers and are a result of staff who work hard to provide quality facilities, nice grounds and clean parks.

Schneider noted it was reported last month that the Black Hills Tourism Association recognized Custer State Park with special achievement award for the Buffalo Roundup. It was also mentioned that Doug Hofer received the man of the year award, distinguished service award, and was inducted into SD Parks and Recreation hall of fame.

DIVISION OF WILDLIFE

Cutler Acquisition – Brown County

Paul Coughlin, program administrator provided the current land acquisition and disposal report to the Commission.

The Cutler property is 320 acres located three miles northwest of Claremont in Brown County and would be utilized as a game production area.

Motion by Spies with second by G. Jensen TO ADOPT RESOLUTION 15-18 (Appendix D). Motion carried.

Land Acquisition Projects

Coughlin provided information on future land acquisition projects. The Franzen addition in Day County would provide 400 acres for wildlife habitat management and public hunting to the Hedman game production area. It was noted these acres contain very little farm ground which would be put into food plot shares rotation and/or nesting cover or sometimes a more permanent habitat.

The Department of Transportation - Big Sioux River Water Access Area is currently in the process of being declared as surplus. This land would provide a water access area and allow for a more structured development such as a ramp.

Turn-In-Poachers report

Andy Alban, program administrator provided the Commission an overview and year end stats on the Turn In Poachers program. Alban noted the hotline maned 24 hours a day by public safety staff at Huron state radio then calls are dispatched directly to officers. Money utilized for rewards comes from the license application check off from purchase of small game and fishing license as well as donations from private citizens and sentencing fines through magistrate courts. The goal of the program is to inform and actively investigate reports and protect the states fish and wildlife for future hunters and anglers.

Missouri River Fishery Update

Senior wildlife biologist's Mark Fincel and Chris Longhenry provide survey results for all four reservoir of the Missouri River. Key results noted were long term averages by types of fish, specifically abundance, length distribution, and condition.

Waterfowl Hunting Zones

An update on the duck zones was presented by Rocco Murano, senior wildlife biologist via powerpoint. Murano mentioned public meetings were held and it has been determined that no changes will be proposed at this time.

Big Game Action Plan Update

Kirschenmann provided an update on the big game action plan prepared by the department from the Wildlife Management Institute review. The handout provided indicates the adjustments made to dates on the current action plan. Areas to see extended timeframes are the Deer and Turkey Management Plans. This will allow staff to obtain and utilize additional data.

Strategic Plan for Education

Division staff specialist's Jason Kool and Lynn Somper provided a powerpoint presentation detailing the programs and special events education staff is responsible for in each division. The next step will be for the divisions to work together in developing an education strategic plan to determine if the education being provided is effective and consistent with the mission of the agency. The first meeting will this group with be in early December.

Limited license drawings report

Simpson explained the recommendation of the deer survey last December was to increase the chance of drawing a license depending on number of preference points. The solution was to add additional categories for landowners and for those with 2 years or more preference points. As a result of the change everyone with two years or more preference points were successful in drawing a license in most but not all hunting units. Simpson provided results for each region.

License sales report

Simpson provided the license sales report as of October 27 for residents and nonresidents. It was noted that these are close to year end numbers because staff will begin selling 2016 licenses in December. Resident numbers show fishing and small game have shifted to purchasing combination licenses and a slip in migratory bird, but overall all are consistent with last year at this time. Nonresident licenses are currently up especially in fishing sales.

Shikar-Safari Wildlife Officer of the Year Award

Secretary Hepler and Andy Alban presented the wildlife officer of the year award to Evan Meyer, Conservation Officer from Howard, SD. Meyer was recognized for his outstanding work as a conservation officer, quality landowner relationship and sense of community.

Miscellaneous Updates

Kirschenmann provided an update on the pheasant opener. Per the opening weekend press release perspective the majority of the birds were found as you travel to the central part of the state. In general hunters were successful across the state. The average harvest was half to one bird. As harvest comes to an end and the weather gets colder we will continue to see more hunter success.

It was discussed that staff are working to further determine the economic impact based on number of hunters and information from the 5 year survey as well as info from upland game hunting

Director Tony Leif and regional supervisor Scott Lindgren discussed the ongoing issues with access to waters and use of right-of-ways in a few townships in Day County. A trial was held in September for Troy township and one in October for Butler and Valley townships. In Butler and Valley both sides have filed briefs with the court and we are waiting for a decision from the judge within the next couple months.

Chairman Cooper noted the traditional uses and laws for vehicular travel on section lines is for hunting and transportation and that the current issue is about fishing and fishing access.

Adjourn

Motioned by Phillips with second by Jensen to adjourn the meeting. Motion carried unanimously and meeting adjourned at 10:00 a.m.

Appendix A

RESOLUTION 15 – 19

WHEREAS, Damar Dore of Aberdeen, South Dakota, submitted a Petition to the Game, Fish and Parks Commission (Commission) dated October 11, 2015, requesting that the Game, Fish and Parks Commission amend ARSD 41:07:03:03 to add a Tournament License (Bass Pass) for Black Bass that removes the slots on certain lakes within South Dakota for tournament bass fishing as long as live release is being followed for the reasons more fully set out in the Petition (hereinafter referred to as “the Petition”); and

WHEREAS, all members of the Commission have been furnished with and have reviewed a copy of the Petition; and

WHEREAS, the Commission has been advised that a copy of the Petition has been served on all members of the Interim Rules Review Committee and Director of the Legislative Research Council as required by SDCL § 1-26-13; and

WHEREAS, the Commission has been advised that SDCL 1-26-13 requires that within thirty (30) days of submission of a Petition the Commission shall either “deny the petition in writing (stating its reasons for the denials) or shall initiate rule-making proceedings in accordance with SDCL 1-26-4.”; and

WHEREAS, the Commission has been advised and is of the opinion that a hearing on the Petition is neither statutorily required nor necessary; and

WHEREAS, the Commission has reviewed and carefully considered the requirements and procedures set out in SDCL 1-26-13 and the contents of the Petition, including the reasons advanced by Petitioner in support of his request to amend ARSD 41:07:03:03 to add a Tournament License (Bass Pass) for Black Bass that removes the slots on certain lakes within South Dakota for tournament bass fishing as long as live release is being followed; and

WHEREAS, fishing regulations are essential to proper management of fisheries resources; and

WHEREAS, the Commission and the Department rely on a system of fair and equitable distribution of fisheries resources and a corresponding equitable burden in complying with fishing laws and regulations; and

WHEREAS, exempting anglers participating in an event from compliance with fishing regulations would be contrary to proper management and good public policy.

NOW, THEREFORE, BE IT RESOLVED, that the Commission does hereby deny the Petition for the reasons hereinabove stated in this Resolution, which said Resolution

as adopted by the Commission shall constitute the Commission's written denial of the Petition and its reasons therefore.

BE IT FURTHER RESOLVED that the Petition, a record of the Commission's discussions concerning same, and this Resolution be made a part of the Minutes of the Commission meeting at which this Resolution is adopted, and further, that the Department be and it is hereby authorized and directed in compliance with SDCL 1-26-13 to serve a copy of an extract of that portion of the Commission minutes which pertain to the Commission's discussion of the Petition and its adoption of this Resolution, including a copy of the Resolution, on all members of the Interim Rules Review Committee and Director of the Legislative Research Council with copies also to be provided to the Petitioner, Damar Dore of Aberdeen, South Dakota.

Appendix B

#10

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into this 30th day of October, 2015, by and between the State of South Dakota, Department of Game, Fish and Parks (hereinafter "GFP"), of 523 East Capitol, Pierre, SD 57501, and Roy Lake Resort, LLC (hereinafter "Concessionaire") of 11571 Northside Drive, Lake City, SD 57247.

WHEREAS, Concessionaire is the concessionaire under an existing concession lease agreement with GFP, for the operation of resort facilities and concessions at Roy Lake State Park, which said concession lease will expire on December 30, 2018; and

WHEREAS, the Concessionaire has expressed its intent to sell all rights, title and interests in Roy Lake Resort as well as relinquish all rights under the concession lease agreement upon sale or transfer; and

WHEREAS, the Parks and Recreation Division of GFP is presently in the process of developing a Prospectus for the issuance of a new ten year concession lease at Roy Lake State Park (hereinafter "New Concession Lease"); and

WHEREAS, the parties desire to enter into an agreement in advance to resolve issues that may arise in connection with the Prospectus, solicitation of bids and awarding of the New Concession Lease and to anticipate the possibility of transfer of the operations and assets at Roy Lake Resort to a new concessionaire;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter made by and between the parties hereto, the parties agree as follows:

1. The parties hereby agree that the Prospectus which is currently being developed in connection with soliciting bids for the new Roy Lake State Park concession lease will provide for the following:
 - a. That a new concessionaire shall be required to purchase the following at a price of \$975,000:
 - i. Concessionaire's interest in Concessionaire Facilities and associated personal property as more fully explained and itemized on the "Asset List" attached hereto as Exhibit "A" and incorporated herein by this reference; and
 - ii. Concessionaire's intangibles used in providing concession services as itemized on the "Intangible Listing" attached hereto as Exhibit "B" and incorporated herein by this reference
 - b. Closing is anticipated to take place prior to March 1, 2016. The closing site shall be a neutral site such as a title insurance company or bank in

South Dakota. Any escrow closing costs shall be the expense of the new concessionaire. Concessionaire shall cooperate with all reasonable closing requirements which are necessary to close the transaction in a business-like manner. Concessionaire will upon full payment for all such property on the appraisal, provide a Bill of Sale to the new concessionaire at closing.

- c. All payments required under this Agreement and under the Prospectus to Concessionaire by the new concessionaire or GFP shall be made in full at the time of closing.
2. The parties agree that upon transition of management and operations from Concessionaire to a new, as yet to be identified or selected concessionaire at the termination of the current concession agreement, it may be necessary for purposes of purchase by a new concessionaire to conduct an inventory of equipment, personal property and perishable items maintained in stock and in the possession of Concessionaire at the termination of the concession agreement. Values and compensation for inventoried items shall be inventoried and valued as agreed upon by Concessionaire and the new Concessionaire.
3. The parties agree that upon transition of management and operations from Concessionaire to a new, as yet to be identified or selected concessionaire at the termination of the current concession agreement, it will be necessary for new concessionaire to obtain licenses for various services such as food service, lodging, etc. Current licenses held by Concessionaire may be transferred to or purchased by new concessionaire, where allowable, as agreed upon by Concessionaire and the new concessionaire. In any event, it shall be the responsibility of the new concessionaire to obtain and secure all applicable licenses.
4. Concessionaire agrees to cooperate with GFP in scheduling and providing staff to assist with an initial site visit by prospective prospectus bidders. The Concessionaire may conduct site visits for interested parties on a walk-in basis only, provided, however, that GFP shall be provided immediate notice of such site visit as well as contact information for the party involved and a listing of any information or documentation disclosed by Concessionaire to the party involved which is not already disclosed in the prospectus. Concessionaire acknowledges that any information it discloses to any such walk-in party shall also be disclosed by GFP to all identified interested parties of record. Additional site visits may be coordinated by either GFP or Concessionaire, and arrangements for such additional site visits shall be made by mutual written agreement at least twenty-four (24) hours in advance to keep to a minimum any disruption to Concessionaire or resort guests. Concessionaire agrees to waive any claim for compensation for the time of its principals or staff in participating in site visits of the premises. Concessionaire agrees that it will not independently respond to information inquiries or documentation requests received from potential prospectus bidders. In the event it receives such inquiries, Concessionaire agrees to advise any potential prospectus bidders that any inquiries

must be made in writing directed to GFP. If GFP is unable to provide a satisfactory response to such inquiries, it will forward such inquiries to Jan Pitzl as Concessionaire's designated representative, who shall within seven (7) days of his receipt thereof provide GFP with Concessionaire's reasonable written response to such inquiries. Upon its receipt of Concessionaire's responses, GFP will forward responses to inquiries to all Prospectus bidders. In addition, Concessionaire agrees to waive any claim for compensation for the time of its principals or staff spent in participating in a tour of the premises and reasonable review of the property with a prospective or new concessionaire.

5. Concessionaire agrees to cooperate with GFP in compiling any pertinent financial information and statements as may be reasonably requested by potential bidders. Concessionaire further understands that any information provided pursuant to a request from a potential bidder will be provided to all potential bidders who have made an information request. Existing financial information provided to and on file with GFP as required by the existing Concession Agreement may be disclosed to potential bidders. Any financial information disclosed to potential bidders will be under letter of confidentiality.
6. Concessionaire, its officers, and authorized representatives, agrees to take no actions or make representations of any kind which are designed or intended to discourage or influence interested parties from bidding for the new Roy Lake State Park Concession Lease or to influence the amount of the bid by a prospective concessionaire. Concessionaire will not misrepresent any matters concerning the resort facilities or concessions to a prospective concessionaire.
7. Following selection of the new concessionaire, Concessionaire shall provide the new concessionaire and GFP with a lodging reservation summary as of the last day of the month prior to the selection of the new concessionaire and thereafter update it on a monthly basis. The reservation summary shall include, for each lodging facility, a summary of the dates of stay, estimated rates, and amounts of advanced deposits received. The names of the guest, guests' addresses, contact information and dates of stay by guests or slip renters will be held by the Concessionaire until closing unless an earlier agreement is reached between Concessionaire and a new concessionaire. At closing, Concessionaire shall provide a new concessionaire with a complete accounting of receipts for advance reservations and advance deposits received prorated to the date of possession. Concessionaire shall retain an amount equal to the lodging fee for the first night's stay for each customer reserved in advance by Concessionaire. The remainder of the advanced deposits will be paid over to the new concessionaire at the time of closing. Concessionaire agrees not to make any reservations at an amount less than the full normal rate.
8. The parties agree that upon execution of a new concession lease and transfer of Concessionaire's Possessory Interest in Concessionaire Facilities and intangibles to a successor, the Concessionaire shall be required to provide GFP with satisfactions of all collateral assignments, financing statements and mortgages which Concessionaire

has provided to any financial institution in connection with the property interests being sold and transferred to the new concessionaire.

9. This Agreement reflects the complete and final expression of the parties' agreement, superseding all prior negotiations or agreements, whether written or oral. This agreement may not be modified or amended except in writing executed by both parties.
10. Any reference in this agreement to a party shall be construed to include that party and its officers and directors, shareholders, members, successors, assigns, heirs, devisees, administrators, parents and subsidiaries, affiliates, employees, and agents. This Agreement is binding upon and inures to the benefit of each party to this agreement, and to all officers, directors, shareholders, members, successors, assignees, devisees, administrators, parents and subsidiaries, affiliates, employees, and agents.
11. This Agreement may be executed in identical counterparts. Each counterpart shall be deemed an original of this Agreement.
12. The parties agree to execute, file and deliver such additional documents and instruments, and to perform such additional acts as are necessary, appropriate, or reasonably requested to effectuate, consummate, or perform and of the terms, provisions or conditions of this agreement.
13. The parties each warrant and represent that they have read this Agreement and have been fully informed and have full knowledge of the terms, conditions, and effects of this Agreement, and they have either personally or through their attorneys, fully investigated to their full satisfaction the facts surrounding the various issues and matters sought to be addressed and resolved herein, and understand and are satisfied with the terms and effects of this Agreement, which are contractually binding. The parties agree that no promise or inducement had been offered or made except as herein set forth, and that this Agreement is executed of their own free act and deed without reliance on any statement or representation except as herein set forth.
14. Any interpretation or construction of the terms and conditions set forth in this agreement shall be governed by 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.
15. Concessionaire hereby designates Jan Pitzl as its authorized representative for all purposes under this Agreement including but not limited to the authority to execute same on behalf of Concessionaire. GFP hereby authorizes Douglas Hofer as its authorized representative for all purposes under this Agreement including but not limited to the authority to execute same on behalf of GFP. The parties warrant that they have taken or will take within a reasonable period of time, all action necessary in order to authorize and/or ratify the making and execution of this Agreement and will

verify the same with authenticated copies of corporate and commission resolutions appropriate for the same.

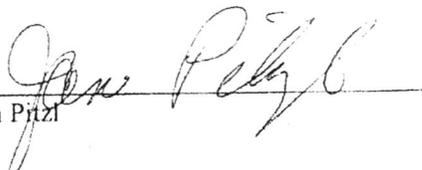
16. Both parties agree that a copy of this executed Agreement will be made a part of the Prospectus.

END OF AGREEMENT TEXT

Dated this 27th day of October, 2015.

ROY LAKE RESORT, LLC

By:


Jan Pritzl

THE STATE OF SOUTH DAKOTA,
DEPARTMENT OF GAME, FISH AND PARKS

By:

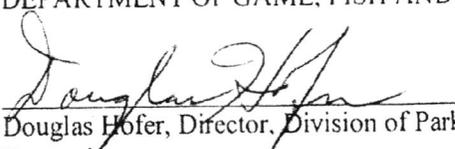

Douglas Hofer, Director, Division of Parks and
Recreation

EXHIBIT A
 SETTLEMENT AGREEMENT ROY LAKE RESORT
 "ASSET LIST"
 Page 1 of 8

Roy Lake Resort and Lodge

Page 1

Asset List "B"

FF&E Breakdown of the four (4) Main Tangible Asset Categories- Main Lodge, Condos, Cabins, Vehicles and Boats
 List of major items that are included with the sale and their respected value minus building value

Main Lodge (Building A)

Restaurant, Front Desk, Retail, Housekeeping Dept, Maintenance Dept., Condos 14 & 15, Manager Residence, Office

Office

- Item
- Computer Desk
- Document Shredder
- Computer Battery Up
- Dell Multi-Function Laser Printer/Fax/Scanner/Copier
- 3- 5 Drawer Vertical, Locking Filing Cabinets
- Bookcases
- 2 Compartment Heavy Duty Digital Fire Safe w/Employee Drop
- 19 inch Flat Screen TV
- Various Office Supplies (Staplers, Copy Paper etc.)

Notes

Office Computer will be exempt from sale and retained by current owner. All agreed upon files will be copied to a flash drive for buyer

Retail & Retail Inventory

- Item
- Grocery Shelving Unit
- Dell Public All-in-One Windows 8.2 Computer and Printer
- Stand-up, Adjustable Computer Work Station
- Slat-Wall Display Prongs/Hooks
- RLR Promotional Items i.e. shirts, mugs, hats etc...
- RLR Promotional Item Display Case
- Angled Hanger Rack Display
- 120 Gal Fresh Water Aquarium w/Roy Lake Pan Fish & all tools
- Glass/Stainless Steel Custom Sneeze Guard
- 3 Size Disposable cup dispenser
- S/S Refrigerated Countertop Topping Merchandiser
- Food Warming Merchandiser
- Various Food/Display Racks
- Donwe Egbert Coffee Extract Machine
- Countertop Cabinets
- Custom Aquarium Stand
- 50" Flat Screen Plasma TV & DVD player
- 2 RLR Logo signs displayed on the side of building
- 2 Highway RLR Logo Signs displayed on Hwy. 27 and Roy Lake Rd
- Storage Room Shelving Units
- AA Retail Inventory for sale Revolving Value
- Corner Shelving Unit
- New LED Track Lighting Systems & Ceiling Fans
- Self-Contained 80 gal Freshwater Bait Aquarium for Retail Bait

Roy Lake Resort Asset List "B"

EXHIBIT A

SETTLEMENT AGREEMENT ROY LAKE RESORT
 "ASSET LIST"
 Page 2 of 8

Page 2

Roy Lake Resort and Lodge
 Retail & Retail Inventory continued from previous page-
 Vinyl Plank Floors
 Mini-Fridge for Retail Salt
 Taxidermy Proud Angler Fish- Yellow Perch, Bluegill,
 17lb Northern Pike, Largemouth Bass

Notes
 Taxidermy Deer Buck Head is on a no-cost loan from Dana Nelson- Lake City, SD
 A&W Single door and double door cooler merchandisers are owned by American Bottling Co. On Loan
 Good Humor Ice Cream Bar Freezer is owned by Cass-Clay Creamery- On Loan
 Following items are exempt from sale and will be retained by current owner:
 Vintage Coca-Cola Cooler
 Custom Metal Work- Walleye
 Some Personal Photos at owner's discretion, Custom Painted Saws

Front Desk

Item
Point-of-Sale Computer, Software & HP Printer
Front Desk
Baked Goods Merchandiser
Key Tags for Unit Keys/Keys
Brochures Inventory
Misc. Supplies and Equipment
2- Wet Stone Countertop Water Features
2- Computer Battery Back-ups

Notes:
 POS Software is setup for CC Processing under current owner's Account, buyer will need to have their own account previously set up for seamless transaction at date of sale or determined date. Current Software is ComCash

Restaurant- Commercial Kitchen, Dining Room/Lounge, Outside Dining/Patio & Deck

Dining Room	Item
	2- Couches w/matching pillows; Couch & Love Seat
	Taxidermy Mounts- Bass & Bluegill, 2- Walleye Mounts, Deer Butt Mount
	Unautographed TV Fishermen photos taken at RLR
	High Quality Synthetic Plants
	Geraniums
	Fireplace Bookshelf w/heat
	55" Philips Flat Screen TV
	2- 10 Gal Freshwater Aquariums w/small aquarium fish
	5- 4 top Cherry Finished Tables (3 more in storage in Condo Utility Room)
	20 matching chairs with black leather and cherry wood (12 more in storage)
	Washed stone/exposed stone concrete patio designed with footings in place
	Patio Furniture
	Wooden Deck

Included w/patio

Notes
 Exempt from sale are the following personal items on loan and will be retained by owner:
 Autographed photos and military photos/flags, aloe plants, jade plant, coyote & pheasant mount, crappie mount, 2 duck mounts, paintings & painted saws, 2 vintage lounge chairs, 2- cherry narrow corner cabinets

Roy Lake Resort Asset List "B"

EXHIBIT A

SETTLEMENT AGREEMENT ROY LAKE RESORT
 "ASSET LIST"
 Page 3 of 8

Roy Lake Resort and Lodge
 Restaurant- Commercial Kitchen, Dining Room/Lounge, Outside Dining/Patio & Deck

Page 3

Commercial Kitchen	Item
	Commercial Range (48" Flat top/4 burner range/double oven) (LP)
	Vulcan 40 Gal Deep Fryer (LP)
	Countertop Charbroiler (LP)
	Broiler/Salamander (220V Infrared)
	Soft-Serve Ice Cream Machine
	2- Ice Cream Cone Dispenser
	2- Dry Topping Dispenser
	Microwave
	77" 3 door Beverageair Counter Cooler
	48" 2 door cold prep/salad/pizza prep Beverageair cooler
	Double Door Subzero S/S Reach-In Freezer
	Double Door Refrigerated Reach-In Cooler
	72" Deep Freeze Chest Freezer
	48" Deep Freeze Chest Freezer
	Single Door Upright Reach-In Freezer
	Residential Refer/Freezer
	S/S French Door Refer w/ bottom Double Drawer freezer
	Commercial Dry Storage Rack
	72" Double Overhead Shelf w/Vulcan Infrared Warmer
	1000-lb Scotsman Ice Maker/Bin
	18/0 Silverware and Serveware
	Plates, Misc. Holloware, platters, containers
	Baking and Cutlery
	17" Blade Power Meat Slicer
	Pots & Pans
	18" Deck Lincoln Impinger Conveyor Oven (LP)
	S/S Equipment Stand/Work Table
	S/S Shelving Units
	Hobart S/S Sanitizing Dish Washer (90 second wash)
	All Dry & Cold Storage Inventory Revolving Value
	Misc. Equipment (i.e. food processor, immersion blender etc...)
	Wine Glass Dshwashing racks
	Approx. 50 Red and White Long Stemmed Wine Glasses
	Employee Time Clock & Time Cards
	10ft Exhaust Hood w/Grease Traps and Exhaust Fan
	Commercial (Grease-Rated) Fire Suppression System

Notes:

Exempt from sale are the following personal items on loan and will be retained by owner previously discounted from the above totals Misc. Equipment, cooking wares, pots & pans.

Continued on next page-

Roy Lake Resort Asset List "B"

EXHIBIT A

SETTLEMENT AGREEMENT ROY LAKE RESORT
 "ASSET LIST"
 Page 4 of 8

Roy Lake Resort and Lodge
 Housekeeping

Page 4

- Item
- 2- Front Loading Washing Machines- Main Building
 - 2- Front Loading Dryers- Main Building
 - Supplies & Inventory- All Buildings
 - Bedding for all units (Comforters, Blankets, Pillows, Sheets, Pads Etc.)
 - 2- Top-Loading Washing Machines- Condo Building
 - 2- Front-Loading Dryers- Condo Building
 - 2- Extra-Deep Utility Sinks- Condo Building
 - Dyson Animal Complete 65 Vacuum
 - ~4 Panasonic Commercial Vacuums
 - Storage Shelving Systems
 - Rug Doctor Carpet Cleaner/Shampooer

Notes:

Maintenance/Grounds

- Item
- Tools (Hand tools and power tools, wrenches, sockets, saws etc.)
 - 2- Briggs & Stratton Motor Mowers 21inch decks
 - Weed/Edge Trimmer
 - 14- Heavy-Duty Commercial Picnic Tables
 - Touch Up Paints/Stain
 - Instant Hot Water Furnace (Electric) Heating Source
 - Main Lodge Hot Water Heater (LP)
 - 1- Garbage Dumpster
 - 4- Underground Septic Tanks & Lift Station
 - Briggs & Stratton Power Washer

Notes:

All power tools and hand tools marked with "Thames" or "Charles Thames" are personal property and are not included in the sale

Manager's Residence

- Item
- 3 bedroom/1 bath residence with private walkout balcony and backyard
 - Public and Private/Internal Server and Networks
 - Battery Backup System for Networks
 - Corner Cabinet and Network supplies

Notes:

All property located in the Manager's Residence is exempt from sale with the exception of the items listed above

Condos 14 & 15

A total FF&E value will be assigned rather than a specific value for each individual item

All units have DirecTV® Satellite Programming with Boxes and Remotes

- Item
- Décor (All paintings/pictures/artwork)
 - 2- 48" LED Flat Screen TVs
 - 4- Mirrored Dressers

Roy Lake Resort Asset List "B"

EXHIBIT A

SETTLEMENT AGREEMENT ROY LAKE RESORT
 "ASSET LIST"
 Page 5 of 8

Roy Lake Resort and Lodge
 Continued from previous page-

Page 5

- Jacuzzi Jet Tub
- 2- Walk-In Showers
- 2- Microwaves
- 4- Full Size Reach-In Refrigerators
- Plates, Cups, Pots, Pans & Utensils
- 4 full-size Mattresses, frames, box springs
- 2- twin-size mattresses, frames, box springs
- King-Size Headboard
- 2- Black Leather Couches- Sofa and Love Seat
- 2- Electric ranges w/ovens
- 2-Cabinet Mounted Microwaves
- 2- Single Vanities w/Sinks
- 1- Large Double Vanity w/Sink
- Lighting Fixtures/MVAC
- 3- Standard Comodes
- 2- Private Walkout Balconies
- 2- Coffee Tables
- 2- Kitchen Tables and chairs
- 4- twin-size Rollaway Beds
- 2- Charcoal Grills
- Carpeting and Linoleum Floors
- 2- Hot Water Heaters (Electric)

Cabins 1-8 (Buildings B)

Cabins 1,2,5,6- 2bd 1ba; Cabins 3,4- 1bd 1ba, Cabins 7-2bd 1ba w/four seasons; Cabin 8- 1bd 1ba w/four seasons
 All units have DirecTV® Satellite Programming with Boxes and Remotes

Cabins 1, 2, 5, 6

Item	Item
	8- Full-size mattress, frames, box springs
*Cabins 1, 2, 5, 6 are 2	8- twin-size custom bunks, custom mattresses and covers
Bedroom 1 Bath units	New lighting fixtures
with built on decks.	New Floors in all units
Cabins 5 & 6 also	4 Sets- Full Kitchen Cabinets
have covered decks.	4- Microwave
All include Fire Pits.	4 Sets- Kitchen tables and chairs
	4- LP/Electric Ignite 4 range and oven
	4 LP Furnaces; 4 Electric Hot Water Heaters
	Pots, Pans, Utensils & Appliances
	4- Charcoal Grills
	4- Full Size Reach-In Refrigerators
	4 Sets- Deck Furniture and Tables
	4- Custom Cherry Closet Systems
	4- A/C Units
	Décor- Paintings/Pictures/Lamps
	6- 24" Vizio 1080p HD Flat Screen TVs- Wall Mounted
	4 Sets- 3 Piece Bathroom

Roy Lake Resort Asset List "B"

EXHIBIT A
 SETTLEMENT AGREEMENT ROY LAKE RESORT
 "ASSET LIST"
 Page 6 of 8

Roy Lake Resort and Lodge
 Cabins 3, 4

Page 6

	Item
	2- Full-size mattress, frames, box springs
*Cabins 3 & 4 are 1 Bedroom 1 Bath units with built on decks. All include Fire Pits.	2- twin-size custom bunks, custom mattresses and covers New lighting fixtures New Floors in all units 2 Sets- Full Kitchen Cabinets 2- Microwave 2 Sets- Kitchen tables and chairs 2-LP/Electric Ignite 4 range and oven 2- LP Furnaces Pots, Pans, Utensils & Appliances 2- Charcoal Grills 2- Full Size Refrigerators 2 Sets- Deck Furniture and Tables 2- Electric Hot Water Heaters 2- A/C Units 2- Custom Cherry Closet Systems Décor- Paintings/Pictures/Lamps 2- 24" Vizio 1080p HD Flat Screen TVs- Wall Mounted 2 Sets- 3 Piece Bathroom

Cabin 7

	Item
*Cabins 7 is a 2 bedroom 1 bath unit with a built on Four- Seasons Porch. Includes Fire Pit.	2- Full-size mattress, frames, box springs 2- twin-size custom bunks, custom mattresses and covers New lighting fixtures New Floors in all units 1 Sets- Full Kitchen Cabinets 1- Microwave 1 Sets- Kitchen tables and chairs 1-LP/Electric Ignite 4 range and oven 1- LP Furnaces Pots, Pans, Utensils & Appliances 1- Charcoal Grill 1- Full Size Refrigerators 1 Set- Outside Furniture and Tables 1- A/C Units Décor- Paintings/Pictures/Lamps 1- 32" TV 1- 3 Piece Bathroom

Continued on next page

Roy Lake Resort Asset List "B"

EXHIBIT A

SETTLEMENT AGREEMENT ROY LAKE RESORT
 "ASSET LIST"
 Page 7 of 8

Roy Lake Resort and Lodge
 Cabin 8

Page 7

	Item
	1- Full size mattress, frames, box springs
*Cabins 8 is a 1 bedroom 1 bath unit with a built on Four Seasons Porch Includes Fire Pit.	2- twin-size custom bunks, custom mattresses and covers
	New lighting fixtures
	New Floors in all units
	1 Sets- Full Kitchen Cabinets
	1- Microwave
	1 Sets- Kitchen tables and chairs
	1-LP/Electric Ignite 4 range and oven
	1- LP Furnaces
	Pots, Pans, Utensils & Appliances
	1- Charcoal Grills
	1- Full Size Refrigerators
	1 Set- Outside Furniture and Tables
	1- A/C Units
	Décor- Paintings/Pictures/Lamps
	1- 32" TV
	1 3 Piece Bathroom

Condominium Building (Building C)

Condos 9,10,11,12- 2 bedroom, 1 bath Condos with 2 Laundry Rooms and Utility/Furnace Room with Storage
 All units have DirecTV® Satellite Programming with Boxes and Remotes

Condos 9, 10, 11, 12

	Item
	16- Full-size mattress, frames, box springs
*Cabins 9, 10, 11, 12 are 2 Bedroom 1 Bath units (2 full-size beds in ea bedroom) with walkout balconies and terraces. All include Metal Ring Fire Pits.	8- twin-size custom bunks, custom mattresses and covers
	4 Sets- Full Kitchen Cabinets
	4- Cabinet Mounted Microwave
	4 Sets- Kitchen tables and chairs
	4-LP/Electric Ignite 4 range and oven
	Baseboard Electric Heat w/individual Thermostats/Unit
	Pots, Pans, Utensils & Appliances
	4- Charcoal Grills
	4- Full Size Reach-In Refrigerators
	4 Sets- Deck Furniture and Tables
	4- Mitsubishi A/C Units
	Décor- Paintings/Pictures/Lamps
	4- 48" 1080p HD Flat Screen TVs- Wall Mounted
	4- Oak Bookcases
	4 Sets- 3 Piece Bathroom
	2- Large Electric Hot Water Heaters
	2- Housekeeping Top-Loading Washing Machines
	2- Housekeeping Top-Loading Dryers

Roy Lake Resort Asset List "B"

EXHIBIT A

SETTLEMENT AGREEMENT ROY LAKE RESORT
"ASSET LIST"
Page 8 of 8

Roy Lake Resort and Lodge

Page 8

Dock Systems, Boats & Vehicles

Outdoor Assets

Item	
EZ Dock Floating Dock Systems & Tools	
Shoremaster Floating Dock Systems & Tools	
Dock Parts and Replacement Parts	
Several Galvanized 4" Pilings and Augers	
3- 6HP Mercury Outboard Motors	
4- 14' Aluminum Boat Hulls	
1- TMC 13-Person Capacity Pontoon Boat w/40HP Merc. BigFoot Motor	
1- Pontoon Boat Lift	
1- Tandem Aude Pontoon Trailer	
1- 17' Lund Pro Angler Fishing Boat w/90HP Merc. Motor	
1- Single Axle Fishing Boat Trailer	
2002 Dodge Ram Pickup Truck 1500 Quad Cab 4x4	
EZ-GO Golf Cart (Gas Powered)	
Gas Dock/500 Gallon Gas Tank with Pumps & Hoses for Boat Gas Sales	
Gas Inventory	Revolving Value

EXHIBIT B

RECEIVED

OCT 29 2015

Dept. of Game, Fish & Parks
Pierre, SD 57501

SETTLEMENT AGREEMENT ROY LAKE RESORT
"INTANGIBLE LISTING"

The following is a list of intangible items relative to the operation of Roy Lake Resort which shall be transferred and provided to the successor concessionaire in accordance with Section 1.a.ii of the Settlement Agreement:

- All trademark, copyrights and other rights and title to the name "Roy Lake Resort", "Roy Lake Lodge" and "Roy Lake Resort and Lodge".
- All rights and ownership of the www.roylakeresort.com website
- Exclusive transfer of all administration rights to all Roy Lake Resort online social media accounts
- 6,500+ personal customer list (includes physical addresses and phone numbers)
- 1,000+ customer email marketing list
- All digital logos, business card designs, document templates associated with Roy Lake Resort including digitized photos
- Point of sale reports for previous 10 years of business
- All phone numbers currently listed for Roy Lake Resort will remain with the Resort after lease transfer.
- Beer and wine sales license

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into this 2nd day of ~~October~~ November 2015, by and between the State of South Dakota, Department of Game, Fish and Parks (hereinafter "GFP"), of 523 East Capitol, Pierre, SD 57501, and Oahe Tailrace, LLC (hereinafter "Concessionaire") of P.O. Box 310, Fort Pierre, SD 57532.

WHEREAS, Concessionaire is the concessionaire under an existing concession lease agreement, as amended, with GFP, for the operation of resort facilities and concessions at Oahe Downstream Recreation Area, which said concession lease will expire on December 30, 2041; and

WHEREAS, the Concessionaire has expressed his intent to sell all rights, title and interests in Oahe Marina and Resort as well as relinquish all rights under the concession lease agreement, as amended, upon sale or transfer; and

WHEREAS, the Parks and Recreation Division of GFP is presently in the process of developing a Prospectus for the issuance of a new ten year concession lease at Oahe Downstream Recreation Area (hereinafter "New Concession Lease"); and

WHEREAS, the parties desire to enter into an agreement in advance to resolve issues that may arise in connection with the Prospectus, solicitation of bids and awarding of the New Concession Lease and to anticipate the possibility of transfer of the operations and assets at Oahe Marina and Resort to a new concessionaire;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter made by and between the parties hereto, the parties agree as follows:

1. The parties hereby agree that the Prospectus which is currently being developed in connection with soliciting bids for the new Oahe Downstream concession lease will provide for the following:
 - a. That a new concessionaire shall be required to purchase the following at a price of \$641,000.00:
 - i. Concessionaire's interest in Concessionaire Facilities as more fully explained and itemized on the "Appraisal Report of the Leasehold Interest Held by Oahe Tailrace, LLC in Oahe Marina and Resort" dated October 1, 2014, attached hereto as Exhibit "A".
 - ii. Concessionaire's intangibles used in providing concession services as itemized on the "Intangible Listing" attached hereto and Exhibit "B" and incorporated herein by this reference

- b. The closing site shall be a neutral site such as a title insurance company or bank in Pierre, South Dakota. Any escrow closing costs shall be the expense of the new concessionaire. Concessionaire shall cooperate with all reasonable closing requirements which are necessary to close the transaction in a business-like manner. Concessionaire will upon full payment for all such property on the appraisal, provide a Bill of Sale to the new concessionaire at closing.
 - c. All payments required under this Agreement and under the Prospectus to Concessionaire by the new concessionaire or the Department shall be made in full at the time of closing.
 2. The parties agree that upon transition of management and operations from Concessionaire to a new, as yet to be identified or selected concessionaire at the termination of the current concession agreement, it may be necessary for purposes of purchase by a new concessionaire to conduct an inventory of equipment, personal property and perishable items maintained in stock and in the possession of Concessionaire at the termination of the concession agreement. Values and compensation for inventoried items shall be inventoried and valued as agreed upon by Concessionaire and the new Concessionaire.
 3. The parties agree that upon transition of management and operations from Concessionaire to a new, as yet to be identified or selected concessionaire at the termination of the current concession agreement, it will be necessary for new concessionaire to obtain licenses for various services such as alcohol sales, food service, lodging, etc. Current licenses held by Concessionaire may be transferred to or purchased by new concessionaire, where allowable, as agreed upon by Concessionaire and the new concessionaire. In any event, it shall be the responsibility of the new concessionaire to obtain and secure all applicable licenses.
 4. The parties acknowledge that an existing Repair and Maintenance Reserve obligation exists on the part of the Concessionaire pursuant to Section 15 of the Concession Lease Agreement and that in accordance with Section 15, any existing balance at the time of transfer shall be calculated to the date of transfer, then credited to the successor Concessionaire. The parties further agree that projects eligible for Repair and Maintenance fund use exist and may be carried out prior to the closing date only with prior written authorization from the Department. The Concessionaire agrees to submit to the Department any invoices for eligible projects as soon as they are received. The Department agrees to make a determination on the eligibility of submitted invoices and calculate a current Repair and Maintenance Reserve balance in as timely a manner as possible and provide written notice of such determination and adjusted balance. Concessionaire further agrees to either deduct any existing remaining balance from the purchase price at closing or reimburse the new concessionaire for the balance no longer than seven (7) days past the date of closing.

5. Concessionaire agrees to cooperate with GFP in scheduling and providing staff to assist with an initial site visit by prospective prospectus bidders. Concessionaire agrees to waive any claim for compensation for the time of its principals or staff in participating in the initial site visit of the premises. Additional site visits shall be permitted, provided, however, that such site visits shall be supervised by the Department, and need not involve Concessionaire, its principals or staff, and arrangements for such additional site visits shall be made by mutual agreement with Concessionaire at least twenty-four (24) hours in advance to keep to a minimum any disruption to Concessionaire or resort guests. Concessionaire agrees that it will not independently respond to inquiries received from potential prospectus bidders. In the event it receives such inquiries, Concessionaire agrees to advise any potential prospectus bidders that any inquiries must be made in writing directed to GFP. If GFP is unable to provide a satisfactory response to such inquiries, it will forward such inquiries to Steve Rounds as Concessionaire's designated representative, who shall within seven (7) days of his receipt thereof provide GFP with Concessionaire's reasonable written response to such inquiries. Upon its receipt of Concessionaire's responses, GFP will forward responses to inquiries to all Prospectus bidders. In addition, Concessionaire agrees to waive any claim for compensation for the time of its principals or staff spent in participating in a tour of the premises and reasonable review of the property with a prospective or new concessionaire.
6. Concessionaire, its officers, and authorized representatives, agrees to take no actions for make representations of any kind which are designed or intended to discourage or influence interested parties from bidding for the new Oahe Downstream Concession Lease or to influence the amount of the bid by a prospective concessionaire. Concessionaire will not misrepresent any matters concerning the resort facilities or concessions to a prospective concessionaire.
7. Following selection of the new concessionaire, Concessionaire shall provide the new concessionaire and the Department with a lodging reservation summary as of the last day of the month prior to the selection of the new concessionaire and thereafter update it on a monthly basis. The reservation summary shall include, for each lodging facility, a summary of the dates of stay, estimated rates, and amounts of advanced deposits received. The names of the guest, guests' addresses, contact information and dates of stay by guests or slip renters will be held by the Concessionaire until closing unless an earlier agreement is reached between Concessionaire and a new concessionaire. At closing, Concessionaire shall provide a new concessionaire with a complete accounting of receipts for advance reservations and advance deposits received prorated to the date of possession. The difference between advance lodging and marina deposits received by the Concessionaire which present unearned fees shall be paid over to the new concessionaire at the time of closing with the new concessionaire.
8. The parties agree that upon execution of a new concession lease and transfer of Concessionaire's Possessory Interest in Concessionaire Facilities and intangibles to a successor, the Concessionaire shall be required to provide to the Department

satisfactions of all collateral assignments, financing statements and mortgages which Concessionaire has provided to any financial institution in connection with the property interests being sold and transferred to the new concessionaire.

9. This Agreement reflects the complete and final expression of the parties' agreement, superseding all prior negotiations or agreements, whether written or oral. This agreement may not be modified or amended except in writing executed by both parties.
10. Any reference in this agreement to a party shall be construed to include that party and its officers and directors, shareholders, members, successors, assigns, heirs, devisees, administrators, parents and subsidiaries, affiliates, employees, and agents. This Agreement is binding upon and inures to the benefit of each party to this agreement, and to all officers, directors, shareholders, members, successors, assignees, devisees, administrators, parents and subsidiaries, affiliates, employees, and agents.
11. This Agreement may be executed in identical counterparts. Each counterpart shall be deemed an original of this Agreement.
12. The parties agree to execute, file and deliver such additional documents and instruments, and to perform such additional acts as are necessary, appropriate, or reasonably requested to effectuate, consummate, or perform and of the terms, provisions or conditions of this agreement.
13. The parties each warrant and represent that they have read this Agreement and have been fully informed and have full knowledge of the terms, conditions, and effects of this Agreement, and they have either personally or through their attorneys, fully investigated their full satisfaction the fact surrounding the various issues and matters sought to be addressed and resolved herein, and understand and are satisfied with the terms and effects of this Agreement, which are contractually binding. The parties agree that no promise or inducement had been offered or made except as herein set forth, and that this Agreement is executed of their own free act and deed without reliance on any statement or representation except as herein set forth.
14. Any interpretation or construction of the terms and conditions set forth in this agreement shall be governed by the laws of the State of South Dakota.
15. Concessionaire hereby designates Steve Rounds as its authorized representative for all purposes under this Agreement including but not limited to the authority to execute same on behalf of Concessionaire. GFP hereby authorizes Douglas Hofer as its authorized representative for all purposes under this Agreement including but not limited to the authority to execute same on behalf of GFP. The parties warrant that they have taken or will take within a reasonable period of time, all action necessary in order to authorize and/or ratify the making and execution of this Agreement and will verify the same with authenticated copies of corporate and commission resolutions appropriate for the same.

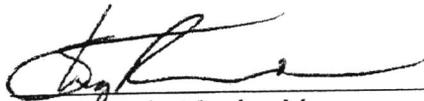
16. Both parties agree that a copy of his executed Agreement will be made a part of the Prospectus.

END OF AGREEMENT TEXT

Dated this 2nd day of November, 2015.

OAHE TAILRACE, LLC

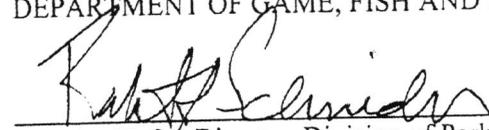
By:



Steve Rounds, Member Manager

THE STATE OF SOUTH DAKOTA,
DEPARTMENT OF GAME, FISH AND PARKS

By:



for Douglas Hofet, Director, Division of Parks and
Recreation

EXHIBIT B
SETTLEMENT AGREEMENT
OAHE MARINA AND RESORT
"INTANGIBLE LISTING"

The following is a list of intangible items relative to the operation of Oahe Marina and Resort which shall be transferred and provided to the successor concessionaire in accordance with Section 1.a.ii of the Settlement Agreement:

- All trademark, copyrights and other rights and title to the name "Oahe Marina and Resort".
- All phone numbers currently listed for the marina will remain with the marina after lease transfer
- All original copies of current slip leases and associated lessee contact information
- All marina slip and storage fee deposits collected in advance for future seasons
- Marina slip waiting list and all associated customer contact information

Appendix D

RESOLUTION 15 - 18

WHEREAS, the Department of Game, Fish, and Parks (GFP) has expressed an interest in acquiring real property presently owned by Terry Cutler and Jill Cutler, 1610 North Washington Street, Groton, SD 557445, which property is described as:

North Half (N½) of Section Twenty (20) in Township One Hundred Twenty-six North (T126N), Range Sixty West (R60W) of the 5th P.M. Brown County, South Dakota, containing 320 acres, more or less, and hereafter referred to as CUTLER PROPERTY; and

WHEREAS, said property is to be acquired by and utilized by GFP as a Game Production Area; and

WHEREAS, SDCL 41-4-1.1 requires that before GFP acquires and purchases property, GFP must notify owners of land located adjacent to the property sought to be acquired by publishing notice of the same once in each legal newspaper of the county in which the property to be purchased is located; and

WHEREAS, GFP has published the required legal notice at least thirty (30) days prior to the date of action by the Commission authorizing the intended purchases, which notice included the time and location of the meeting at which Commission action is expected and by giving notice of instructions for presenting oral and written comments to the Commission; and

WHEREAS, the Commission has reviewed any and all comments that may have been received relative to the intended purchase and after consideration of the same, the Commission approves the purchase of said property for use as a Game Production Area;

NOW, THEREFORE, BE IT RESOLVED, that GFP is authorized to complete negotiations for the purchase of the CUTLER PROPERTY and execute and consummate an agreement with Terry Cutler and Jill Cutler, which is acceptable to GFP to acquire by purchase, at the price of \$535,000.00, the CUTLER PROPERTY for use as a Game Production Area.

Public Hearing Minutes of the Game, Fish, and Parks Commission
November 5, 2015

The Public Hearing Officer Scott Simpson began the public hearing at 2:00 p.m. at the Ramada Inn Convention Center in Mitchell, South Dakota with Commissioners Cooper, Peterson, Jensen, Jensen, Phillips, Sather, and Spies present. Simpson indicated written comments were provided to the Commissioners prior to this time and will be reflected in the Public Hearing Minutes. Simpson then invited the public to come forward with oral testimony.

Park and Trail Fee Increase

No oral testimony was received.

Written testimony:

Michael Amick, Lead, SD, emailed, "I would like to register a NO for any increase to boat license fees. I prefer a more undeveloped approach to fishing, camping, etc. I would also register a NO for increase to Custer State Park fees, unless it is only for out of state registered vehicles. The GF&P needs to do what most people in SD do-live within their means and do without.

Boat License Fee Increase

No oral testimony was received.

Written testimony:

Darrin LaQua, Watertown, SD, emailed, "I am writing in regards to the tremendous fishing here in the state of SD. We have some of the best fisheries in all the surrounding states, but they are being threatened by the almost certain introduction of invasive species. I understand that the Commission is trying to increase revenue, by increasing SD boat license fees, in order to combat this problem and improve infrastructure. This is definitely not a point to be argued. My issue, and that of my fellow sportsmen, is that this burden of responsibility needs to be shared by EVERYONE who is accessing our fisheries. This includes out-of-staters who are the most capable of bringing in these invasive species. The burden of responsibility, as well as reaping the benefits of our resources, needs to be shared by ALL. Please consider raising out-of-state fishing license fees to help increase funding to upgrade and protect our valuable fisheries.

G Guidotti, Eureka, SD, emailed, " 1. My input is as follows: A. Instead of sticking it to state residents why not put it on out-of-state hunters and fishers. Since they use up our resources faster than residents do, especially hunting Pheasants and fishing for Walleye. B. The only reason they hunt in SD is because they have depleted or fouled up their own state game and fisheries. C. The only people that profit from non-residents are the local business and land owners, Other state residents get nothing from them in fact over the last couple years state hunters have been shut out of their traditional hunting areas that

were open to them previously. 2. Seems like the Politicians in SD are more intrested in a fast buck for their buddy's in business than for the general populous (my opinion and not base on known facts).

Spring Turkey Hunting Season

No oral testimony was received.

Written testimony:

Scott Andal, Salem, SD, emailed,"My brother-in-laws and I have had the privilege of hunting land in Jackson County during the Spring Turkey season. We have been doing this for the past 4 years. We have seen a abundant number of Turkey's. I would recommend not to drop any tags for Jackson County. In fact they could bring back some Double Tags like they used to have in this County. We have harvested Turkey's every year and there were still a very large number in Jackson this past Spring.

Spring Light Goose Hunting Season

No oral or written testimony was received.

The Public Hearing concluded at 2:05 p.m.

Respectfully submitted,

Kelly R. Hepler, Department Secretary

2016 Game, Fish, and Parks Commission Schedule

Meeting times are Thursday 1-5 p.m. and continues Friday 8 a.m.-noon

January 14-15, 2016 Thursday-Friday	Pierre - RedRossa Convention Center 808 W Sioux Avenue, Pierre, SD 57501
February 2016	No meeting
March 3-4, 2016 Thursday-Friday	Pierre - RedRossa Convention Center 808 W Sioux Avenue, Pierre, SD 57501
April 7-8, 2016 Thursday-Friday	Brookings - McCory Gardens 621 22 nd Avenue, SDSU Brookings, SD
May 5-6, 2016 Thursday-Friday	CSP – Blue Bell Lodge US Hwy 16A, Custer, SD 57730
June 2-3, 2016 Thursday-Friday	Watertown Convention Center 1901 9 th Ave SW, Watertown, SD 57201
July 7-8, 2016 Thursday-Friday	Pierre - RedRossa Convention Center 808 W Sioux Avenue, Pierre, SD 57501
July 21-22, 2016	Reserve for possible Contested Case Hearing-Pierre
August 4-5, 2016 Thursday-Friday	Pierre - RedRossa Convention Center 808 W Sioux Avenue, Pierre, SD 57501
September 2016	No meeting
October 6-7, 2016 Thursday-Friday	Rapid City – Outdoor Campus West 4130 Adventure Traill, Rapid City, SD 57702
Nov. 3-4, 2016 Thursday-Friday	Brandon Holiday Inn Express 1103 N Splitrock Blvd, Brandon, SD 57005
Dec. 15-16, 2016 Thursday-Friday	Pierre - RedRossa Convention Center 808 W Sioux Avenue, Pierre, SD 57501
January 12-13, 2017 Thursday-Friday	Pierre - RedRossa Convention Center 808 W Sioux Avenue, Pierre, SD 57501
March 2-3, 2017 Thursday-Friday	Pierre - RedRossa Convention Center 808 W Sioux Avenue, Pierre, SD 57501

GAME, FISH & PARKS

523 East Capital
Pierre, SD 57501
(605)773-4510
Fax (605)773-6245

John.Sayler@state.sd.us

REQUEST FOR LISTS OF LICENSE HOLDERS

Application

Type of List Requested 2015 Preserve Licenses

Number of licenses in list 5,000-7,000

Name of Person, Entity, or Organization requesting list:

Prairie Sky Game Ranch - Guest Lodge, LLC Mark Motz / Crystal Kemnitz

Address of Person, Entity, or Organization:

44370 109th St
Veblen, SD 57270

How would you like your list sent to you: (email or disk)

Email Excel Document

Email Address: info@prairieskyranch.com

Phone Number

605-738-2411

Purpose for which list will be used:

Marketing to people that hunt in SD.
Direct Mail

This list is Names and Mailing Addresses ONLY

The sale of lists by the Department of Game, Fish & Parks is authorized by SDCL 1-27-1 and ARSD 41:06:02:04, 05 and 06. The fee for a Game, Fish & Parks Commission approved exception is \$100, otherwise the fee is \$100 per thousand names or a minimum of \$100 whichever is greater.

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.

Authorized Signature of Purchaser _____ Date _____

Date of Commission Action _____

GAME, FISH & PARKS

523 East Capital
Pierre, SD 57501
(605)773-4510
Fax (605)773-6245

John.Sayler@state.sd.us

4a

REQUEST FOR LISTS OF LICENSE HOLDERS

Application for exception to regular fee

Type of List Requested Hunter and anglers obtaining SD Hunting/Fishing licenses but Hunt/fish in other areas of the state concentrating on Minnesota, Nebraska, Iowa, North Dakota and maybe Canada.

Number of licenses in list 4000/hunting and 4000 fishing

Name of Person, Entity, or Organization requesting list:
Pierre Area Chamber of Commerce and Convention & Visitors Bureau

Address of Person, Entity, or Organization:
800 W. Dakota Ave., Pierre, SD 57501

How would you like your list sent to you: (email or disk)
email

Email Address: Iries@pierre.org

Phone Number
605-224-7361

Purpose for which list will be used:
We will be sending out a direct mail piece to the list of people to promote hunting/fishing in the Pierre Area. It is my understanding that you will not charge the Pierre Area Chamber of Commerce & CVB for the names. Thank you.

This list is Names and Mailing Addresses ONLY

The sale of lists by the Department of Game, Fish & Parks is authorized by SDCL 1-27-1 and ARSD 41:06:02:04, 05 and 06. The fee for a Game, Fish & Parks Commission approved exception is \$100, otherwise the fee is \$100 per thousand names or a minimum of \$100 whichever is greater.

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.

Lois Ries

12/1/2015

Authorized Signature of Purchaser

Date

South Dakota Parks and Wildlife Foundation Highlights

December 10, 2015 Commission Meeting

The successful completion of the Outdoor Campus West and the continued progress on Good Earth State Park and the Custer State Park Visitor's Center, has been directly attributable to public-private partnerships. The Department of Game, Fish and Parks, the GFP Commission, the Governor, the Foundation, and SD State Legislature, have teamed up to complete and work toward the completion of these projects and other projects benefitting a variety of outdoor users.

Park visitors, hunters, fishermen, and a variety of other outdoor enthusiasts benefit directly from this partnership. The Department's Outdoor Campuses have provided a central location for outdoor education benefitting young and old, and another benefit of this partnership has been the preservation of some of the state's rich history at Good Earth State Park, Ft. Sisseton, Custer State Park and a number of other parks and recreation areas.

Although some of the projects the Foundation has assisted the Department with may have been completed without additional funds, the Foundation's fundraising efforts, along with support from the Governor and Legislature, have resulted in projects that not only meet the minimums, but truly make these projects exceptional, and in some cases world class.

Many of the people that live in our state are attracted by, and stay here, for the quality of life we enjoy in South Dakota. Our wildlife and parks contribute significantly not only to that quality of life, but also contribute significantly to our state's economy. It is the Foundation's mission to continue to help the Department protect and manage our natural resources and to help create new outdoor opportunities when possible.

Fundraising Highlights

Since 2009, the Foundation has helped raise 12.1 million in contributions and pledges including

- 7.1 Million for Good Earth State Park
- 3.4 Million for Custer State Park Visitor's Center
- 1.0 Million for Outdoor Campus West in Rapid City, and
- 0.6 Million dollars for other Foundation projects and initiatives.

... and we aren't done yet.

Activities

Another important way in which the Foundation has assisted the Department in recent years is from the Foundation's acquisition of 5 properties for Good Earth State Park. Three of these properties have been donated to the state and are now in state ownership. Two of the properties, including the Spring Creek Golf Course, are in the process of being acquired by contract for deed and will be donated to the state when those contracts have been completed.

Ongoing Management and Other Activities

The Foundation currently owns or manages 1,420 acres of land to support Department objectives including 720 acres of land near Avon for game production, 450 acres of land at the Adams Homestead and Nature Preserve and 250 acres of land at Good Earth State Park. Additionally, the Foundation manages 25 project accounts to support various GFP properties and projects statewide.

**South Dakota Parks & Wildlife Foundation
Board of Directors Terms***

Spencer Hawley Brookings	2015	Immediate Past President
Karen Gundersen Olson Rapid City	2015	
Dennis McFarland Sioux Falls	2015	
Vacant	2015	
Tom Krafka Rapid City	2016	
Scott Kuck Aberdeen	2016	
Sarah Larson Sioux Falls	2016	Vice President
Tom Lillibridge Bonesteel	2016	Secretary/Treasurer
Jack Lynass Rapid City	2016	
Kathy Anderson Sioux Falls	2017	
Dick Behl Scotland	2017	
Larry Ness Yankton	2017	President
Kevin Nyberg Sioux Falls	2017	
Jeff Scherschligt Sioux Falls	2017	
Jeff Stingley Sioux Falls	2017	

*All terms expire at the annual meeting in the year of term expiration

GAME, FISH AND PARKS COMMISSION ACTION PROPOSAL

Black Hills Bighorn Sheep Hunting Season Chapter 41:06:56

Commission Meeting Dates:	Proposal	December 10-11, 2015	Pierre
	Public Hearing	January 14, 2016	Pierre
	Finalization	January 14-15, 2016	Pierre

DEPARTMENT RECOMMENDATION

Season Dates: September 1 – December 31, 2016

Open Area: Unit 1: That portion of Pennington County within an area beginning at Hwy. 385 and the Pennington County line, then south on Hwy. 385 to Sheridan Lake Rd., then east on Sheridan Lake Rd. to Hwy. 79 in Rapid City, then north on Hwy. 79 to the Pennington County line.

Unit 2: Custer County west of Highway 79, except Custer State Park, Wind Cave National Park, and Jewel Cave National Monument.

Licenses: Unit 1: 1 "ram bighorn sheep" license
 Unit 2: 2 "ram bighorn sheep" licenses

One of the 3 licenses shall be an auction "ram bighorn sheep" license valid in Unit 2.

Requirements and Restrictions:

1. All licensees are required to attend an orientation meeting prior to the opening day of the season at the regional office in Rapid City.
2. Except for the auction license, application for a license may be made by any resident hunter who has not been previously issued a bighorn sheep license in South Dakota.
3. Hunters can only apply for one of the two Black Hills Bighorn Sheep units.
4. Land operator preference is not applicable to these licenses.
5. One bighorn sheep license shall be allocated as an auction license if a minimum of three bighorn licenses are approved by the Commission. The Commission shall determine in which unit or units the auction licenses if valid.
6. All successful hunters must submit their bighorn sheep to a conservation officer or Department representative for inspection and permanent marking within 24 hours after the kill.

Recommended changes from last year: None.

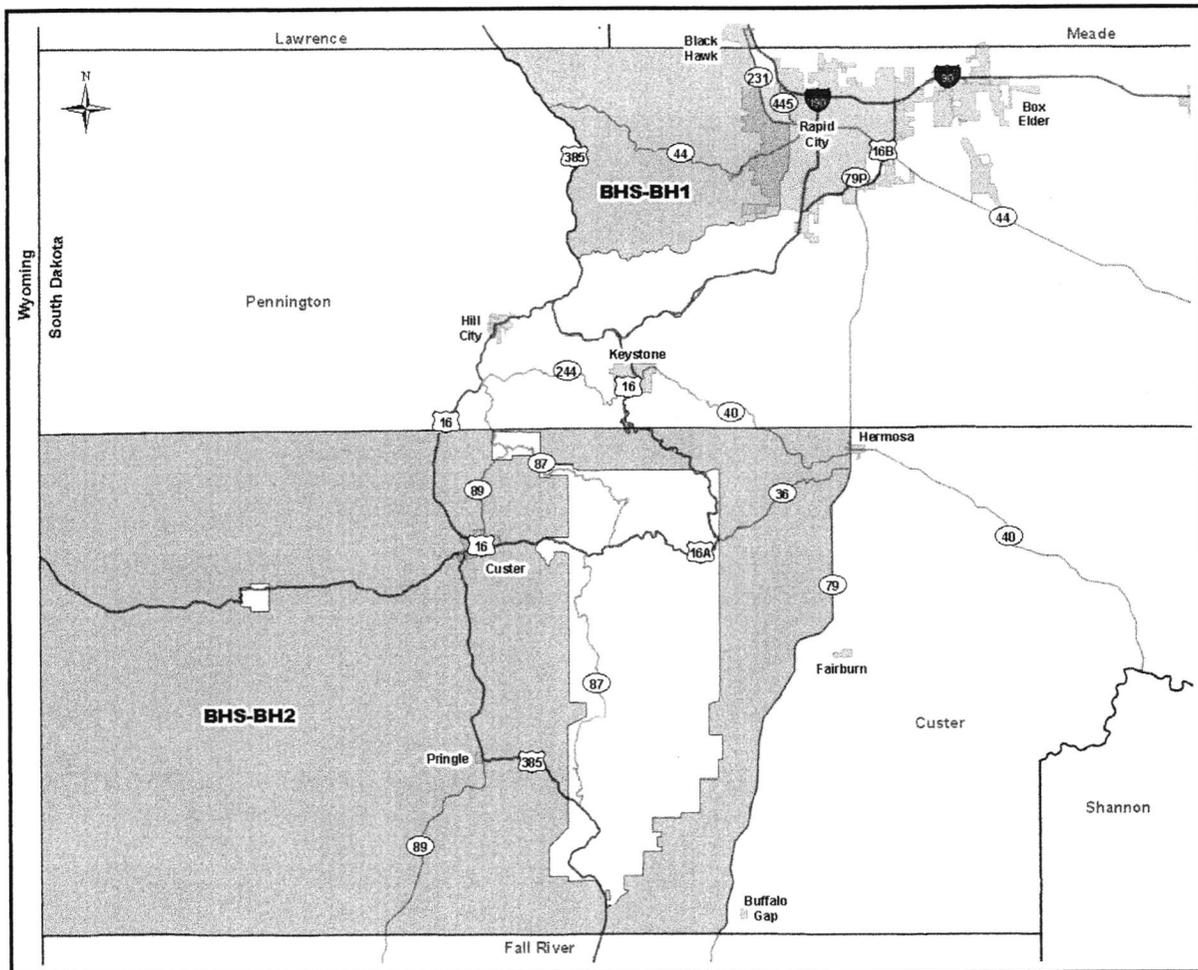
SUPPORTIVE INFORMATION

Year	Licensed Hunters	Rams Harvested	Ewes Harvested
2009	5	5	0
2010	5	5	0
2011	3	3	0
2012	2	2	0
2013	3	3	0
2014	3	3	0
2015	3	Still in Progress	

APPROVE _____	MODIFY _____	REJECT _____	NO ACTION _____
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BIGHORN SHEEP UNITS

2016



BHS-BH1: That portion of Pennington County within an area beginning at Hwy. 385 and the Pennington County line, then south on Hwy. 385 to Sheridan Lake Rd., then east on Sheridan Lake Rd. to Hwy. 79 in Rapid City, then north on Hwy. 79 to the Pennington County line.

BHS-BH2: Custer County west of Highway 79, except Custer State Park, Wind Cave National Park, and Jewel Cave National Monument.

GAME, FISH AND PARKS COMMISSION ACTION PROPOSAL

Application for License Chapter 41:06:01

Commission Meeting Dates:	Proposal	December 10-11, 2015	Pierre
	Public Hearing	January 14, 2016	Pierre
	Finalization	January 14-15, 2016	Pierre

DEPARTMENT RECOMMENDATION

New Rule: Authorization for terminally ill residents to hunt deer, antelope, and turkey

Requirements and Restrictions:

1. The Secretary may authorize a resident who has been diagnosed by a licensed doctor of medicine to have a terminal illness with a life expectancy of less than 12 months to hunt deer, antelope, and turkey.
2. A resident under the age of 18 diagnosed by a licensed doctor with cancer, a life-threatening illness, or a disease that significantly shortens their life expectancy is eligible for authorization.
3. The person receiving such authorization would be allowed to hunt only during established seasons.
4. The person would be authorized to take no more than one deer, one antelope, and one turkey.
5. Certain restrictions may be waived or additional terms or conditions may be imposed necessary to facilitate participation for the person receiving such authorization.

SUPPORTIVE INFORMATION

The Department has been approached about the concept of providing hunting opportunities to residents that have been diagnosed with a terminal illness. The department recommends an authorization process whereby the Secretary of Game, Fish and Parks has the ability to grant such opportunities. The authorization would address requests based on each individual's circumstances within the guidelines provided in the new administrative rule.

APPROVE _____	MODIFY _____	REJECT _____	NO ACTION _____
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GAME, FISH, AND PARKS COMMISSION ACTION
FINALIZATION

License Forms and Fees
Chapter 41:06:02

Commission Meeting Dates:	Proposal	November 5, Mitchell
	Public Hearing	December 10-11, 2015 Pierre
	Finalization	December 10-11, 2015 Pierre

COMMISSION PROPOSAL

Modify 41:06:02:04 Sale of Lists of License Holders

Requirements and Restrictions:

Allows the department to sell lists of license holders which contain the names and addresses of persons 18 years of age or older at the time of licensure, upon approval of a specific application for a list of license holders by the commission.

Proposed changes:

Add permissive language to the rule authorizing the department to sell license lists to repeat applicants under certain circumstances.

COMMISSION OF ADMINISTRATION RECOMMENDATION

Recommended changes from proposal:

No Changes Recommended

SUPPORTIVE INFORMATION

41:06:02:04. Sale of lists of license holders. The department may sell lists of license holders which contain the names and addresses of persons 18 years of age or older at the time of licensure. Upon receiving the commission's approval of a specific application for a list of license holders by the commission, the department may sell lists of the license holders to the applicant that contain the names and addresses of persons under the age of 18 at the time of licensure if the commission finds that the use of the list is not for the purpose of mailing information, solicitation, or any other use of mail and advertising services for the promotion or advertisement of any form of gambling, alcoholic beverages, or offensive or pornographic matters or materials. The department may sell a license list to an applicant without seeking commission approval if the commission has previously approved a license list request from the same applicant for a similar purpose. License list requests from new applicants or for new uses shall be presented to the commission for approval

Source: 21 SDR 56, effective September 29, 1994; 39 SDR 10, effective August 1, 2012.

General Authority: SDCL 1-27-1.11.

Law Implemented: SDCL 1-27-1.11.

<input type="checkbox"/> APPROVE	<input type="checkbox"/> MODIFY	<input type="checkbox"/> REJECT	<input type="checkbox"/> NO ACTION
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**OACOMA LEASE (CEDAR SHORES) CONVENTION CENTER
FIRST AMENDMENT TO LEASE
FOR PARK AND RECREATION PURPOSES
TOWN OF OACOMA
ON LAKE FRANCIS CASE**

THIS FIRST AMENDMENT TO LEASE is entered in to on _____, 2015, by and between the South Dakota Department of Game, Fish and Parks (“State”) and the Town of Oacoma (“Town”).

WHEREAS, the State and Town entered a lease on January 8, 2004, to facilitate Town’s construction of a Convention Center adjacent to Cedar Shore Resort; and

WHEREAS, The Town has subleased the operation of the Convention Center to the Resort and assessed the annual rental payment required by the lease; and

WHEREAS, pursuant to the terms of the lease the required annual rental payment is retained by Town to service its indebtedness for bond funds utilized for the construction of the convention center only until such time the indebtedness is fully satisfied, at which time the required annual rental fee shall become payable to State; and,

WHEREAS, the Town has further accepted responsibility to provide annual routine maintenance to the Convention Center and Resort entrance road;

WHEREAS, the Town desires and the State is agreeable to allow Town to retain all future rental payments for the remainder of the Lease term for Town’s utilization towards performing annual routine maintenance to the entrance road, parking lot, Convention Center and associated infrastructure.

NOW, THEREFORE, the LEASE FOR PARK AND RECREATION PURPOSES TOWN OF OACOMA ON LAKE FRANCIS CASE dated January 8, 2004, is hereby amended as follows:

1. Section 30 “RENTAL” is hereby deleted in its entirety
2. Except as modified by this FIRST AMENDMENT, all terms and conditions set forth in the LEASE FOR PARK AND RECREATION PURPOSES TOWN OF OACOMA ON LAKE FRANCIS CASE dated January 8, 2004 shall remain in full force and effect.

END OF AGREEMENT TEXT

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names this _____
day of _____, 2015.

SOUTH DAKOTA DEPARTMENT OF GAME, FISH AND PARKS

Robert Schneider, Acting Director
Division of Parks and Recreation
(STATE)

CITY OF PIERRE

_____, President
Oacoma Town Board of Trustees
(TOWN)

**Completed
Custer State Park Resort
FY 2015 Repair & Maintenance Projects**

2015 R&M
Expenditures

11

All Resorts

Update Computer Systems	\$	42,692.16
<u>Emergency Funds:</u>		
Phones System, Security	\$	5,180.52
Total All Resorts	\$	47,872.68

STATE GAME LODGE

Renovation of Cabins	\$	22,652.06
New Dorm Infrastructure	\$	22,287.42
Replace Flooring in Reunion Cabin Great Room	\$	5,756.35
Replace Flooring in Game Lodge Dining Room	\$	9,301.59
Dorm Renovation	\$	58,987.16
<u>Emergency Funds:</u>	\$	12,232.50
<i>Building Repairs, Plumbing, water heater replacements, HVAC/PTAC, Fire Suppression</i>		
STATE GAME LODGE TOTAL	\$	131,217.08

COOLIDGE GENERAL STORE

Coolidge Store Roof Replacement	\$	39,780.00
<u>Emergency Funds:</u>	\$	975.13
<i>Electrical</i>		
COOLIDGE GENERAL STORE TOTAL	\$	40,755.13

LEGION LAKE LODGE

Renovation of Cabins 1, 2, 3	\$	125,923.83
<u>Emergency Funds:</u>	\$	9,190.35
<i>Building Repairs, Plumbing, window replacements, PMS</i>		
LEGION LAKE LODGE TOTAL	\$	135,114.18

BLUE BELL LODGE

<u>Emergency Funds:</u>	\$	16,414.87
<i>HVAC, PMS, Roof Top Units, PTACS, Compressor</i>		
BLUE BELL LODGE TOTAL	\$	16,414.87

SYLVAN LAKE LODGE

Cabin Renovations	\$	87,270.82
Dorm Renovation	\$	63,779.49
Exterior Renovation of Cabin 518	\$	Defer to 2016
Dorm Infrastructure	\$	24,715.37
Removal of Boat House	\$	6,498.42
<u>Emergency Funds:</u>	\$	-
<i>Electrical, Boiler repairs, HVAC, Plumbing, roof repairs, water heater replacements, PMS</i>		
SYLVAN LAKE LODGE TOTAL	\$	218,717.45

Total Expenditures for FYE 10/31/2015	\$	590,091.39
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R&M Fund Balance Summary

Actual 2015 Concession Sales	\$	14,035,537.00
R & M Fund Contribution (5%)	\$	701,776.85
Balance Carryover from 2014	\$	(268,551.00)
2015 Completed Expenditures	\$	(590,091.39)
Balance at end of 2015 (Forward to 2016)	\$	(156,865.54)

50th Golden Anniversary Custer State Park Fall Classic Bison Auction

CLASS	2015 Actual # Sold	% Change in average price 2014 to 2015	2015 Average	2015 Total \$ Actual	2014 Average	2014 Total \$ Actual	2013 Average	2013 Total \$ Actual	2012 Average	2012 Total \$ actual
MATURE BRED COWS	6	-12%	\$ 2,266.67	\$ 13,600.00	\$ 2,542.86	\$ 17,800.00	\$1,852.63	\$35,200.00	\$1,703.85	\$44,300.00
MATURE OPEN COWS	11	6%	\$ 1,786.36	\$ 19,650.00	\$ 1,672.50	\$ 33,450.00	\$1,130.00	\$5,650.00	\$1,612.50	\$25,800.00
2 YEAR OLD BRED HEIFER	5	-32%	\$ 2,450.00	\$ 12,250.00	\$ 3,237.50	\$ 25,900.00	\$2,210.53	\$42,000.00	\$2,549.35	\$104,525.00
2 YEAR OLD OPEN HEIFER					\$ 1,812.50	\$ 7,250.00	\$1,400.00	\$1,400.00	\$2,166.67	\$6,500.00
YEARLING HEIFERS	13	2%	\$ 1,846.15	\$ 24,000.00	\$ 1,801.39	\$ 64,850.00	\$1,198.17	\$49,125.00	\$1,327.78	\$11,950.00
HEIFER CALF - LIGHT	24	18%	\$ 1,331.25	\$ 31,950.00	\$ 1,086.25	\$ 21,725.00	\$1,340.63	\$21,450.00	\$802.08	\$19,250.00
HEIFER CALF - HEAVY	12	6%	\$ 1,325.00	\$ 15,900.00	\$ 1,248.33	\$ 37,450.00	\$1,119.35	\$34,700.00	\$1,393.57	\$48,775.00
BULL CALF - LIGHT	39	23%	\$ 1,882.05	\$ 73,400.00	\$ 1,444.83	\$ 41,900.00	\$894.74	\$17,000.00	\$1,082.03	\$34,625.00
BULL CALF - HEAVY	21	18%	\$ 2,011.90	\$ 42,250.00	\$ 1,659.38	\$ 53,100.00	\$1,099.48	\$52,775.00	\$1,127.21	\$38,325.00
YEARLING BULLS	35	9%	\$ 2,204.29	\$ 77,150.00	\$ 2,002.94	\$ 68,100.00	\$1,532.53	\$127,200.00	\$1,494.74	\$28,400.00
2 YR OLD BREEDING BULL	9		\$ 2,738.89	\$ 24,650.00			\$2,484.09	\$54,650.00	\$2,654.55	\$29,200.00
2 YEAR GRADE BULL	5	-16%	\$ 1,990.00	\$ 9,950.00	\$ 2,300.00	\$ 6,900.00	\$1,850.00	\$37,000.00	\$2,020.00	\$10,100.00
Totals	180			\$ 344,750.00	223	\$ 378,425.00	324	\$478,150.00	255	\$401,750.00

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January to November 2015 Revenue Comparison by Item

	2014		2015		% Change
	Number	Dollar	Number	Dollar	
Annual	45,272	\$ 1,358,152	47,750	\$ 1,432,514	5%
Second Vehicle	11,879	\$ 178,179	12,133	\$ 181,992	2%
Combo	23,209	\$ 1,044,421	24,920	\$ 1,121,408	7%
Transferable	1,534	\$ 99,680	1,420	\$ 92,327	-7%
Daily / Person	30,569	\$ 122,274	34,327	\$ 137,307	12%
Daily / Vehicle	75,673	\$ 454,035	85,162	\$ 510,975	13%
Unattended Vehicle Daily	1,303	\$ 13,029	1,834	\$ 18,338	41%
Motorcoach Permit	36,831	\$ 110,492	24,872	\$ 74,616	-32%
GSM Annual Trail Pass	2,444	\$ 36,660	3,181	\$ 47,715	30%
GSM Daily Trail Pass	16,996	\$ 50,988	17,602	\$ 52,806	4%
CSP Temp Daily / Vehicle	142,188	\$ 2,132,824	158,458	\$ 2,376,871	11%
Bike Band	18,868	\$ 188,681	29,330	\$ 293,298	55%
Rally Bike Band	31,457	\$ 314,570	54,579	\$ 545,786	74%
One-Day Special Event	N/A	\$ 11,625	N/A	\$ 10,745	-8%
PERMITS	438,221	\$ 6,115,610	495,568	\$ 6,896,697	13%
Camping Services Permits	-	\$ 7,383,227	-	\$ 8,052,906	9%
Gift Card	-	\$ 5,030	-	\$ 8,980	79%
Picnic Reservations	-	\$ 16,555	-	\$ 17,683	7%
Firewood	40,508	\$ 162,032	44,760	\$ 179,039	10%
GING	40,508	\$ 7,566,844	44,760	\$ 8,258,609	9%
TOTAL	478,729	\$ 13,682,454	540,328	\$ 15,155,306	11%

15a

November 2015 YTD Revenue Comparison by District

LOCATION	2014	2015	%
Sisseton	\$ 64,561	\$ 63,760	-1%
Roy Lake	\$ 198,009	\$ 213,508	8%
Sica Hollow	\$ 2,672	\$ 2,610	-2%
DISTRICT 1	\$ 265,242	\$ 279,879	6%
Richmond Lake	\$ 80,510	\$ 80,294	0%
Mina Lake	\$ 101,676	\$ 108,047	6%
Lake Louise	\$ 56,309	\$ 66,413	18%
Fisher Grove	\$ 20,847	\$ 21,517	3%
Amsden	\$ 3,857	\$ 3,921	2%
DISTRICT 2	\$ 263,199	\$ 280,191	6%
Sandy Shore	\$ 43,541	\$ 39,824	-9%
Hartford Beach	\$ 148,155	\$ 157,893	7%
Lake Cochrane	\$ 51,230	\$ 55,514	8%
Pelican Lake	\$ 127,720	\$ 147,049	15%
Pickrel Lake	\$ 170,235	\$ 190,610	12%
DISTRICT 3	\$ 540,881	\$ 590,890	9%
Oakwood Lakes	\$ 252,229	\$ 298,605	18%
Lake Poinsett	\$ 190,873	\$ 210,254	10%
Lake Thompson	\$ 254,938	\$ 250,536	-2%
DISTRICT 4	\$ 698,040	\$ 759,394	9%
Lake Herman	\$ 192,419	\$ 206,647	7%
Walkers Point	\$ 71,125	\$ 81,330	14%
DISTRICT 5	\$ 263,544	\$ 287,977	9%
Snake Creek	\$ 294,213	\$ 318,456	8%
Platte Creek	\$ 49,320	\$ 48,559	-2%
Burke Lake	\$ 2,071	\$ 2,090	1%
Buryanek	\$ 62,151	\$ 70,302	13%
DISTRICT 6	\$ 407,755	\$ 439,406	8%
Palisades	\$ 228,148	\$ 252,276	11%
Lake Vermillion	\$ 282,112	\$ 298,916	6%
Big Sioux	\$ 228,639	\$ 253,309	11%
DISTRICT 7	\$ 738,899	\$ 804,500	9%
Newton Hills	\$ 394,891	\$ 421,464	7%
Lake Alvin	\$ 29,971	\$ 40,539	35%
Union Grove	\$ 42,912	\$ 43,204	1%
Adams	\$ 371	\$ 947	155%
DISTRICT 8	\$ 468,145	\$ 506,153	8%

LOCATION	2014	2015	%
Lewis & Clark	\$ 1,401,306	\$ 1,496,505	7%
Springfield	\$ 25,734	\$ 26,391	3%
Chief White Crane	\$ 259,034	\$ 297,451	15%
Pierson Ranch	\$ 96,689	\$ 109,954	14%
Tabor	\$ 1,530	\$ 1,047	-32%
Sand Creek	\$ 1,180	\$ 1,957	66%
DISTRICT 9	\$ 1,785,473	\$ 1,933,304	8%
White Swan	\$ 2,998	\$ 2,809	-6%
South Scalp	\$ 1,015	\$ 1,185	17%
South Shore	\$ 3,527	\$ 5,178	47%
North Point	\$ 368,248	\$ 404,719	10%
Pease Creek	\$ 27,049	\$ 26,824	-1%
Randall Creek	\$ 187,045	\$ 192,891	3%
Whetstone	\$ 7,945	\$ 8,032	1%
North Wheeler	\$ 9,426	\$ 11,215	19%
DISTRICT 10	\$ 607,253	\$ 652,854	8%
Farm Island	\$ 262,362	\$ 272,727	4%
West Bend	\$ 204,588	\$ 211,246	3%
DISTRICT 11	\$ 466,950	\$ 483,973	4%
Okobojo	\$ 14,469	\$ 15,551	7%
Oahe Downstream	\$ 418,242	\$ 458,356	10%
Spring Creek	\$ 15,290	\$ 16,835	10%
Cow Creek	\$ 54,692	\$ 58,552	7%
DISTRICT 12	\$ 502,693	\$ 549,294	9%
East Whitlock	\$ 756	\$ 894	18%
West Whitlock	\$ 149,520	\$ 165,822	11%
Lake Hiddenwood	\$ 7,447	\$ 11,538	55%
Swan Creek	\$ 10,387	\$ 11,084	7%
Indian Creek	\$ 179,839	\$ 202,804	13%
West Pollock	\$ 19,750	\$ 18,640	-6%
WalthBay	\$ 941	\$ 1,702	81%
Revheim Bay	\$ 410	\$ 489	19%
DISTRICT 13	\$ 369,050	\$ 412,974	12%
Mickelson Trail	\$ 106,004	\$ 119,908	13%
Bear Butte	\$ 30,370	\$ 36,191	19%
DISTRICT 14	\$ 136,374	\$ 156,099	14%
Shadehill	\$ 211,151	\$ 241,629	14%
Llewellyn Johns	\$ 6,192	\$ 8,173	32%
Rocky Point	\$ 147,771	\$ 179,917	22%
DISTRICT 15	\$ 365,114	\$ 429,719	18%
Custer	\$ 5,069,651	\$ 5,767,774	14%
DISTRICT 16	\$ 5,069,651	\$ 5,767,774	14%
Angostura	\$ 498,368	\$ 561,184	13%
Sheps Canyon	\$ 53,720	\$ 61,252	14%
DISTRICT 17	\$ 552,088	\$ 622,436	13%
PIERRE OFFICE	\$ 182,100	\$ 198,491	9%
TOTAL:	\$ 13,682,454	\$ 15,155,306	11%

15b

DIVISION OF PARKS AND RECREATION
January to November 2015 Camping Unit Comparison by District

Dist	Park	2014 Units	2015 Units	%	Dist	Park	2014 Units	2015 Units	%	
1	Fort Sisseton	1,692	1,491	-12%	9	Lewis & Clark	38,330	41,360	8%	
	Roy Lake	5,996	6,654	11%		Tabor	132	89	-33%	
	Sica Hollow	174	161	-7%		Sand Creek	190	141	-26%	
	<u>7,862</u>	<u>8,306</u>	<u>6%</u>	Springfield		1,058	1,061	0%		
2	Richmond Lake	1,612	1,608	0%		Chief White Crane	9,734	10,949	12%	
	Mina Lake	2,661	2,700	1%		Pierson Ranch	<u>3,968</u>	<u>4,637</u>	<u>17%</u>	
	Lake Louise	1,705	2,051	20%			<u>53,412</u>	<u>58,237</u>	<u>9%</u>	
	Fisher Grove	965	1,026	6%		10	North Point	8,945	9,791	9%
	Amsden	314	317	1%			North Wheeler	626	708	13%
	<u>7,257</u>	<u>7,702</u>	<u>6%</u>	Pease Creek			1,421	1,419	0%	
3	Sandy Shore	1,099	1,144	4%	Randall Creek		6,440	7,044	9%	
	Hartford Beach	4,662	5,040	8%	South Shore		291	425	46%	
	Lake Cochrane	1,838	1,957	6%	Whetstone Bay		530	521	-2%	
	Pelican South	4,309	4,804	11%	White Swan		260	241	-7%	
	Pickerel Lake	<u>5,873</u>	<u>6,402</u>	<u>9%</u>	South Scalp		-	97		
	<u>17,781</u>	<u>19,347</u>	<u>9%</u>		<u>18,513</u>		<u>20,246</u>	<u>9%</u>		
4	Oakwood Lakes	7,709	8,566	11%	11		Farm Island	6,618	7,166	8%
	Lake Poinsett	6,701	7,079	6%		West Bend	<u>7,365</u>	<u>7,725</u>	<u>5%</u>	
	Lake Thompson	<u>6,629</u>	<u>6,943</u>	<u>5%</u>		<u>13,983</u>	<u>14,891</u>	<u>6%</u>		
	<u>21,039</u>	<u>22,588</u>	<u>7%</u>	12	Oahe Downstream	12,408	13,724	11%		
5	Lake Herman	5,301	5,681		7%	Cow Creek	2,365	2,519	7%	
	Walkers Point	2,536	2,816		11%	Okobojo Point	<u>1,052</u>	<u>1,137</u>	<u>8%</u>	
	Lake Carthage	759	618	-19%		<u>15,825</u>	<u>17,380</u>	<u>10%</u>		
	<u>8,596</u>	<u>9,115</u>	<u>6%</u>	13	West Whitlock	4,156	4,621	11%		
6	Snake Creek	8,541	9,302		9%	Lake Hiddenwood	297	397	34%	
	Platte Creek	1,394	1,508		8%	East Whitlock	63	60	-5%	
	Burke Lake	51	33		-35%	Swan Creek	423	580	37%	
	Buryanek	<u>2,373</u>	<u>2,642</u>		<u>11%</u>	Indian Creek	5,483	6,598	20%	
	<u>12,359</u>	<u>13,485</u>	<u>9%</u>		Walth Bay	5	14	180%		
7	Palisades	4,297	4,724		10%	West Pollock	<u>907</u>	<u>793</u>	<u>-13%</u>	
	Lake Vermillion	8,101	8,676		7%		<u>11,334</u>	<u>13,063</u>	<u>15%</u>	
	Big Sioux	<u>4,840</u>	<u>5,329</u>	<u>10%</u>	14	Bear Butte	<u>829</u>	<u>1,116</u>	<u>35%</u>	
	<u>17,238</u>	<u>18,729</u>	<u>9%</u>			<u>829</u>	<u>1,116</u>	<u>35%</u>		
8	Newton Hills	9,777	10,664	9%	15	Shadehill	5,091	5,801	14%	
	Union Grove	<u>1,501</u>	<u>1,575</u>	<u>5%</u>		Llewellyn Johns	352	460	31%	
	<u>11,278</u>	<u>12,239</u>	<u>9%</u>	Rocky Point		<u>4,384</u>	<u>5,191</u>	<u>18%</u>		
					<u>9,827</u>	<u>11,452</u>	<u>17%</u>			
				16	Custer	48,099	49,978	4%		
				17	Angostura	13,613	15,531	14%		
					Sheps Canyon	<u>1,239</u>	<u>1,423</u>	<u>15%</u>		
					<u>14,852</u>	<u>16,954</u>	<u>14%</u>			
				TOTAL FEE AREA						
				CAMPER UNITS		<u>290,084</u>	<u>314,828</u>	<u>9%</u>		

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**DIVISION OF PARKS AND RECREATION
January to November 2015 Visitation Comparison**

Dist	Park	2014	2015	% Change	Dist	Park	2014	2015	% Change
1	Fort Sisseton	42,172	62,083	47%	9	Lewis & Clark	835,299	888,119	6%
	Roy Lake	107,464	101,736	-5%		Springfield	160,013	141,925	-11%
	Sica Hollow	7,219	10,508	46%		Chief White Crane	106,607	86,899	-18%
		<u>156,855</u>	<u>174,327</u>	<u>11%</u>		Pierson Ranch	72,320	64,823	-10%
						<u>1,174,239</u>	<u>1,181,766</u>	<u>1%</u>	
2	Richmond Lake	43,579	39,267	-10%	10	North Point	146,570	134,022	-9%
	Mina Lake	50,464	55,114	9%		North Wheeler	30,605	20,306	-34%
	Lake Louise	33,531	31,565	-6%		Pease Creek	33,635	32,152	-4%
	Fisher Grove	19,344	15,587	-19%		Randall Creek	51,754	52,918	2%
	<u>146,918</u>	<u>141,533</u>	<u>-4%</u>	Ft. Randall Boat Club		27,234	20,357	-25%	
					<u>289,798</u>	<u>259,755</u>	<u>-10%</u>		
3	Sandy Shore	23,196	21,470	-7%	11	Farm Island	172,827	174,031	1%
	Hartford Beach	60,783	62,353	3%		West Bend	45,153	43,326	-4%
	Lake Cochrane	14,901	12,844	-14%		LaFramboise Island	54,131	56,943	5%
	Pelican South	28,705	28,799	0%		<u>272,111</u>	<u>274,300</u>	<u>1%</u>	
	Pickerel Lake	40,171	39,928	-1%					
	<u>167,756</u>	<u>165,394</u>	<u>-1%</u>						
4	Oakwood Lakes	60,312	72,832	21%	12	Oahe Downstream	361,727	379,932	5%
	Lake Poinsett	63,563	57,321	-10%		Cow Creek	207,535	196,489	-5%
	Lake Thompson	73,420	52,469	-29%		Okobojo Point	21,367	22,330	5%
		<u>197,295</u>	<u>182,622</u>	<u>-7%</u>		Spring Creek	146,158	146,498	0%
						<u>736,787</u>	<u>745,249</u>	<u>1%</u>	
5	Lake Herman	94,493	109,211	16%	13	West Whitlock	55,768	51,734	-7%
	Walkers Point	40,794	39,893	-2%		Lake Hiddenwood	10,160	11,275	11%
		<u>135,287</u>	<u>149,104</u>	<u>10%</u>		Swan Creek	19,939	23,617	18%
6	Snake Creek	146,151	167,249	14%		Indian Creek	64,976	99,581	53%
	Platte Creek	126,478	131,682	4%		Revheim Bay	27,433	28,377	3%
	Burke Lake	19,569	17,431	-11%		West Pollock	25,210	28,382	13%
	Buryanek	34,262	37,267	9%		<u>203,486</u>	<u>242,966</u>	<u>19%</u>	
	<u>326,460</u>	<u>353,629</u>	<u>8%</u>						
7	Palisades	65,176	73,729	13%	14	Bear Butte	35,133	24,732	-30%
	Lake Vermillion	119,766	117,995	-1%			<u>35,133</u>	<u>24,732</u>	<u>-30%</u>
	Big Sioux	52,007	56,197	8%	15	Shadehill	60,649	47,846	-21%
	Beaver Creek	21,665	29,669	37%		Llewellyn Johns	6,756	5,324	-21%
	<u>258,614</u>	<u>277,590</u>	<u>7%</u>	Little Moreau		9,244	10,723	16%	
				Rocky Point		67,712	82,544	22%	
					<u>144,361</u>	<u>146,437</u>	<u>1%</u>		
8	Newton Hills	116,812	123,360	6%	16	Custer	1,638,015	1,815,638	11%
	Good Earth	25,425	30,140	19%			<u>1,638,015</u>	<u>1,815,638</u>	<u>11%</u>
	Lake Alvin	34,064	39,150	15%	17	Angostura	173,146	186,813	8%
	Union Grove	15,602	17,383	11%		Sheps Canyon	27,226	34,628	27%
	Adams	40,067	31,907	-20%			<u>200,372</u>	<u>221,441</u>	<u>11%</u>
	Spirit Mound	18,061	17,679	-2%					
	<u>250,031</u>	<u>259,619</u>	<u>4%</u>						
TOTALS:							<u>6,333,518</u>	<u>6,616,102</u>	<u>4%</u>

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South Dakota Department of Game, Fish & Parks - Wildlife Division
Land Acquisition and Disposal Report
December 2015

Action Items

Franzen Addition to Hedman GPA

Location: Day County

Description: 400 acres

Management Objective: Game Production Area – wildlife habitat management and public hunting

Cost: \$920,000.00

Expected Closing: December 2015

Requested Commission Action: Adopt RESOLUTION 15 – 20 authorizing and confirming the purchase

Information Items

DOT - Big Sioux River Water Access Area

Location: Moody County

Description: 3.5 acres

Management Objective: Water Access Area

Cost: \$10,000.00

Expected Closing: January 2016

This proposed acquisition has been advertised per SDCL 41-4-1.1, and will be brought to the GFP Commission for final action at the January 2016 meeting.

Early Development Projects

None

RESOLUTION 15 - 20

WHEREAS, the Department of Game, Fish, and Parks (GFP) has expressed an interest in acquiring real property presently owned by the Nathan and Michelle Franzen Revocable Trust dated April 22, 2014, 174 Oak Hills Drive, Yankton, SD 57078, which property is described as:

Northeast Quarter (NE $\frac{1}{4}$) of Section Ten (10); and the North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$), the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$), the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$), and the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Eleven (11), all in Township One Hundred Twenty-four (124) North, Range Fifty-seven (57) West of the 5th P.M., Day County, SD, containing 400 acres, more or less, and hereafter referred to as FRANZEN PROPERTY; and

WHEREAS, said property is to be acquired by and utilized by GFP as a Game Production Area; and

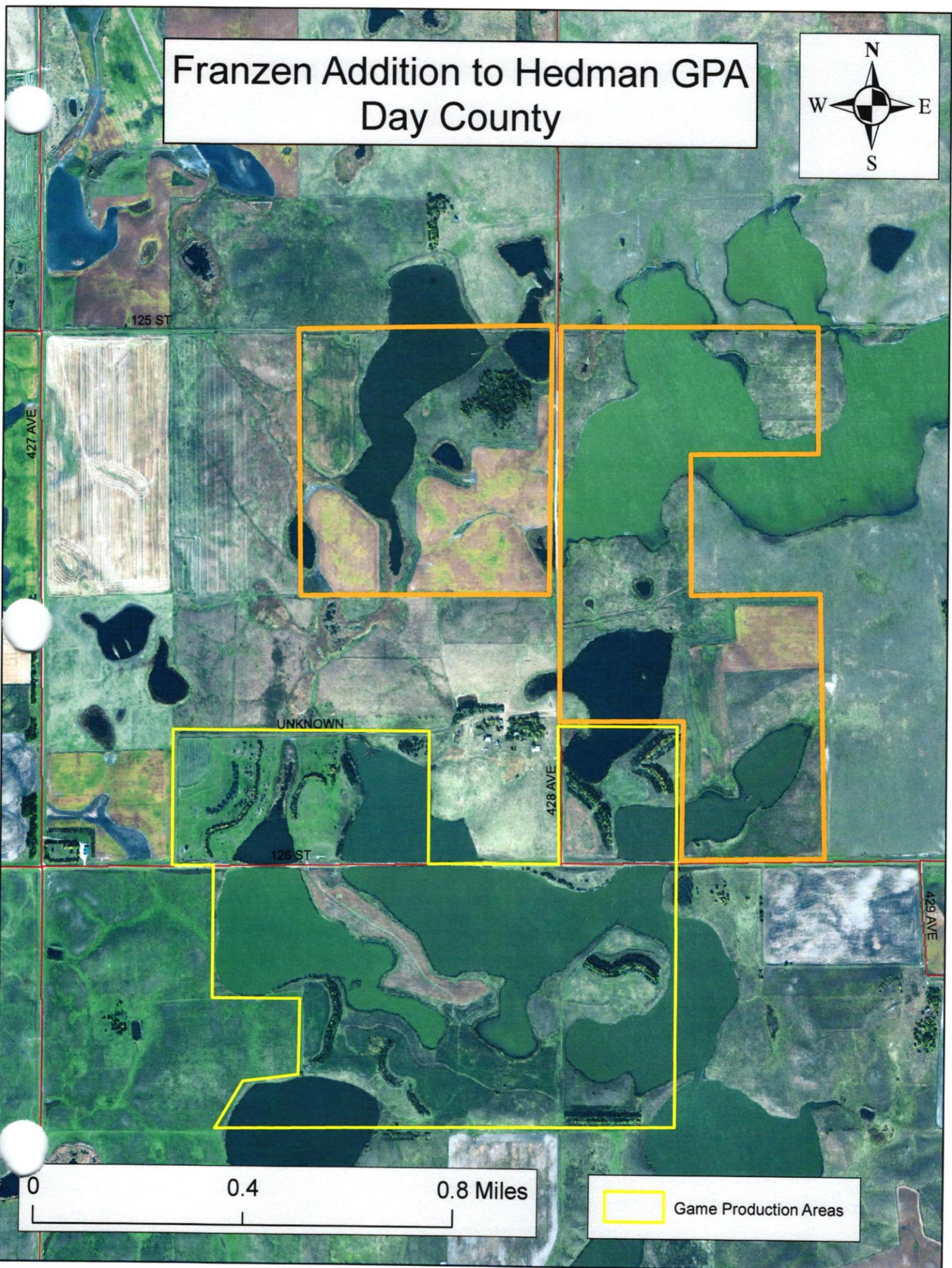
WHEREAS, SDCL 41-4-1.1 requires that before GFP acquires and purchases property, GFP must notify owners of land located adjacent to the property sought to be acquired by publishing notice of the same once in each legal newspaper of the county in which the property to be purchased is located; and

WHEREAS, GFP has published the required legal notice at least thirty (30) days prior to the date of action by the Commission authorizing the intended purchases, which notice included the time and location of the meeting at which Commission action is expected and by giving notice of instructions for presenting oral and written comments to the Commission; and

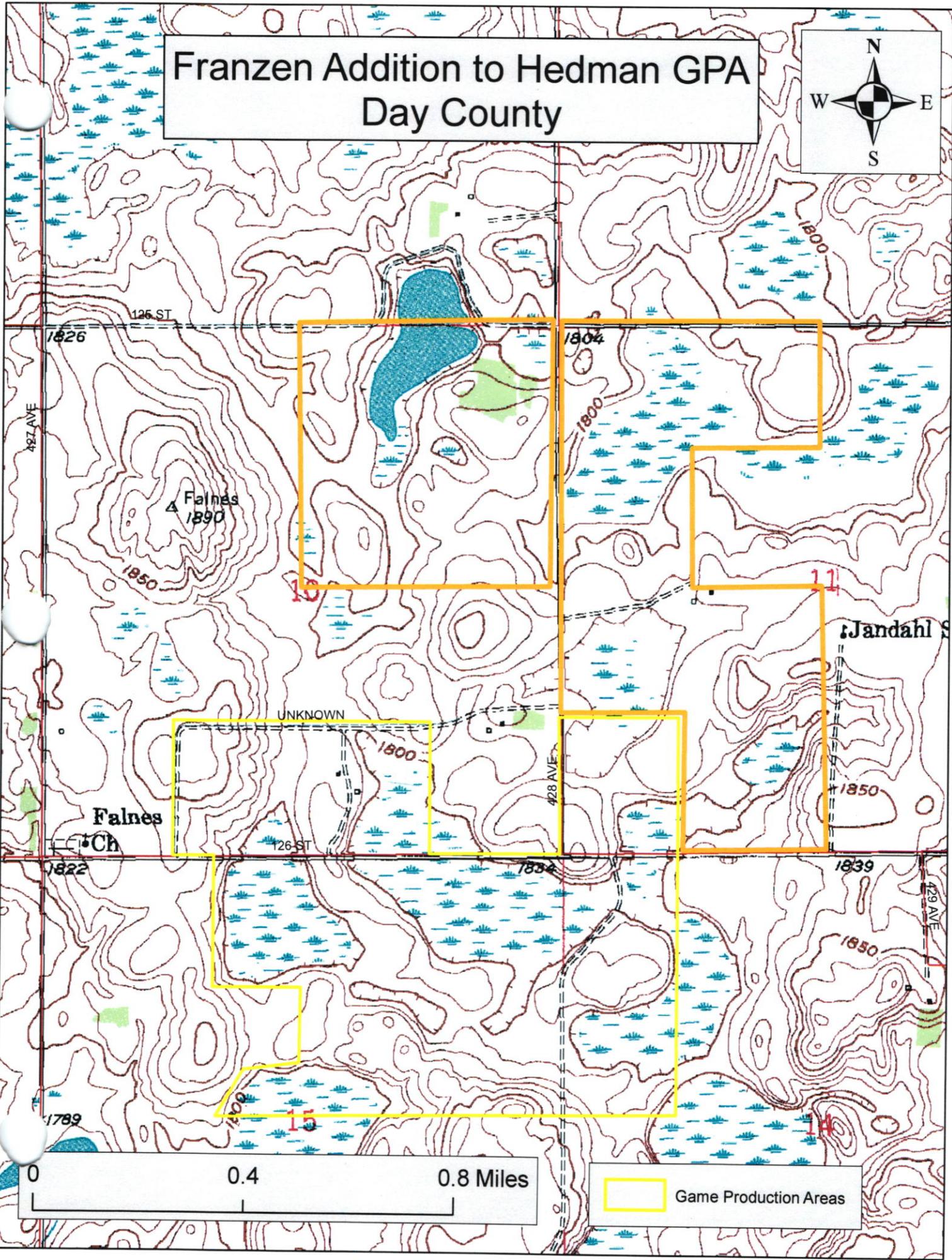
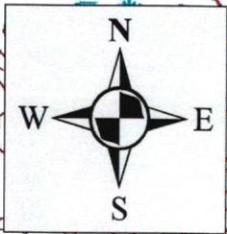
WHEREAS, the Commission has reviewed any and all comments that may have been received relative to the intended purchase and after consideration of the same, the Commission approves the purchase of said property for use as a Game Production Area;

NOW, THEREFORE, BE IT RESOLVED, that GFP is authorized to complete negotiations for the purchase of the FRANZEN PROPERTY and execute and consummate an agreement with Nathan E. Franzen and Michelle D. Franzen, as Trustees of the Nathan and Michelle Franzen Revocable Trust dated April 22, 2014, which is acceptable to GFP to acquire by purchase, at the price of \$920,000.00, the FRANZEN PROPERTY for use as a Game Production Area.

Franzen Addition to Hedman GPA Day County



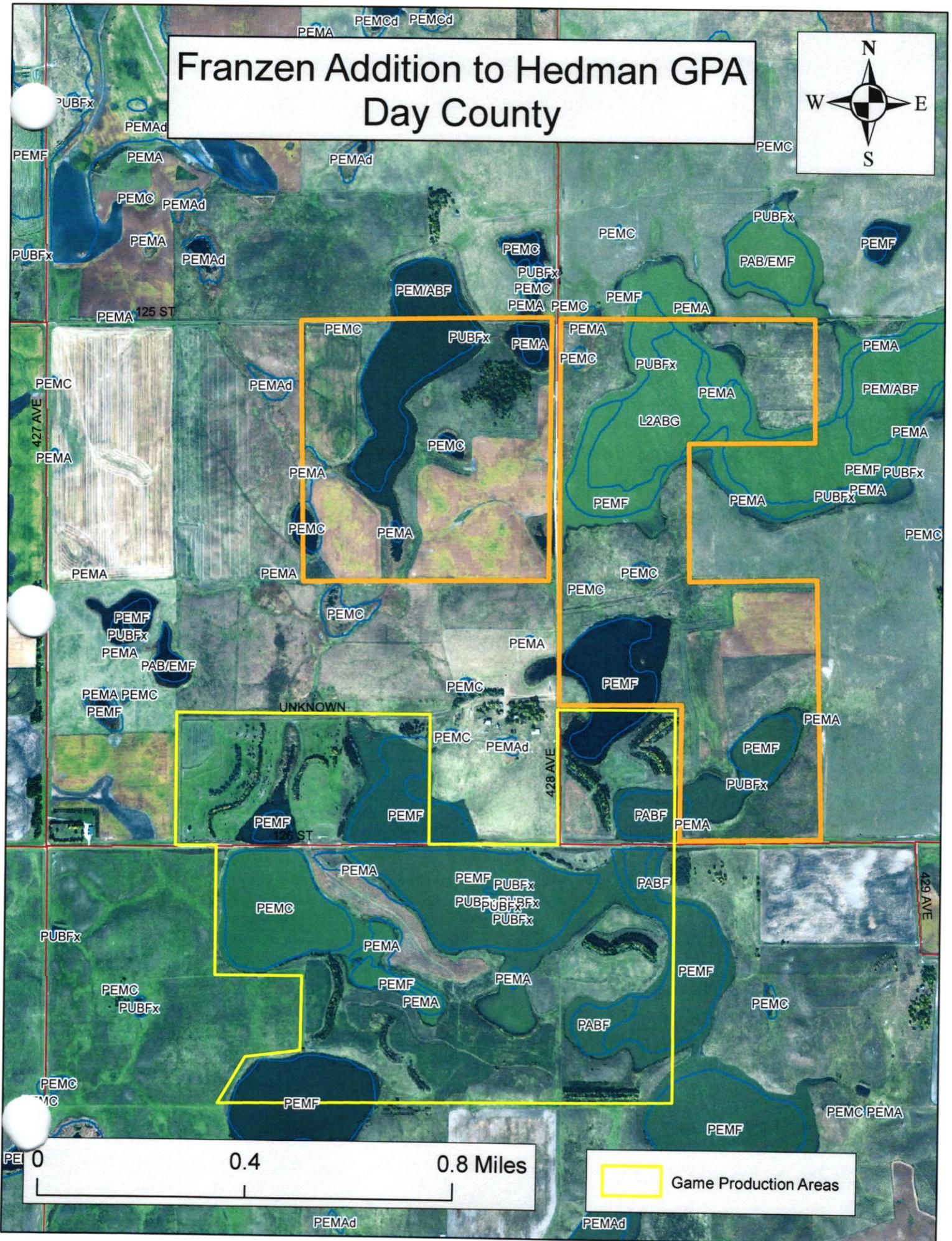
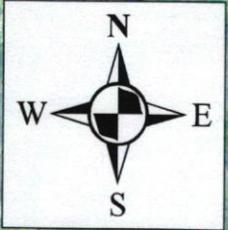
Franzen Addition to Hedman GPA Day County



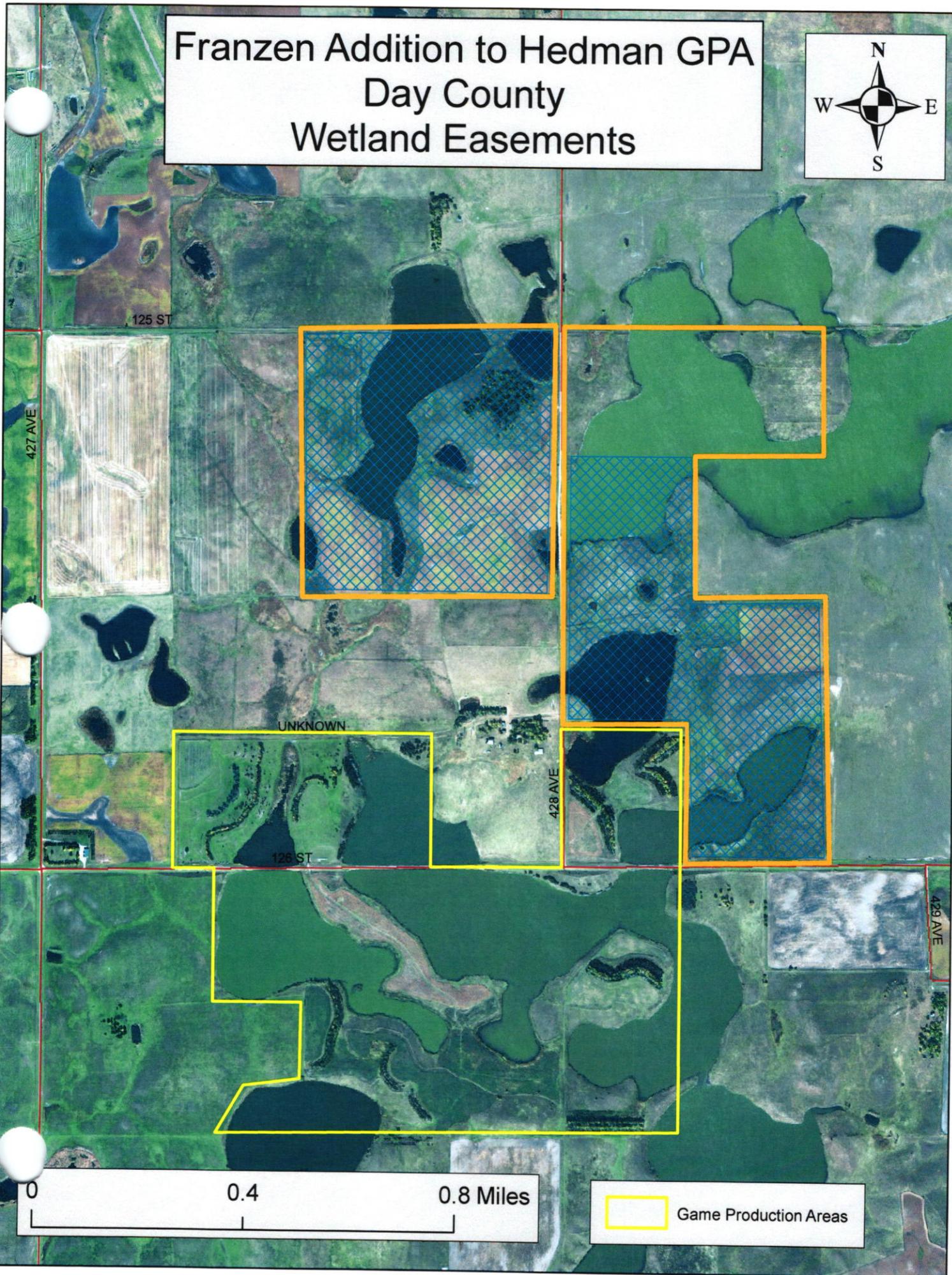
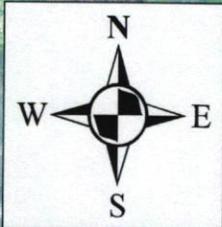
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 Game Production Areas

Franzen Addition to Hedman GPA Day County

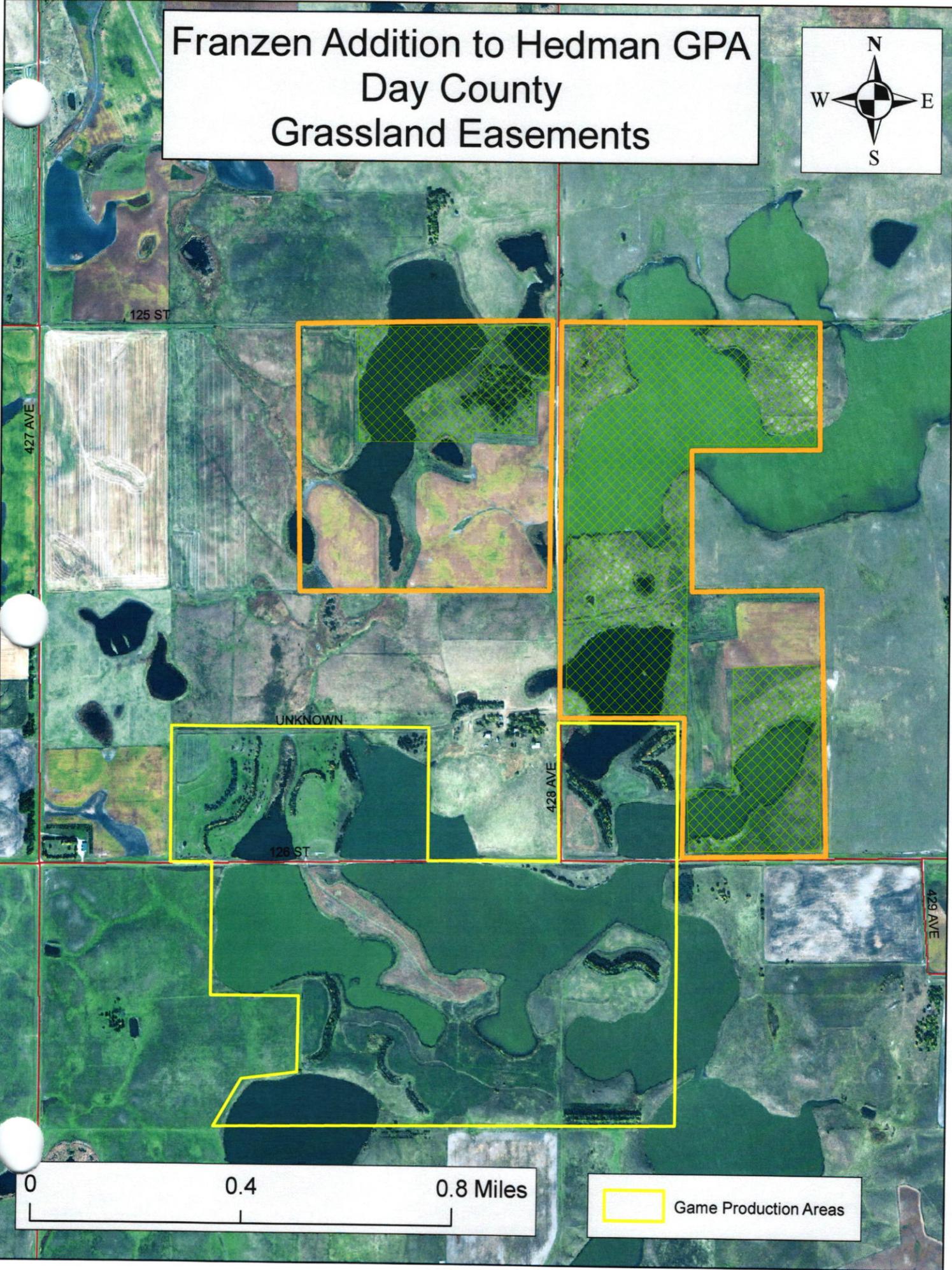


Franzen Addition to Hedman GPA Day County Wetland Easements



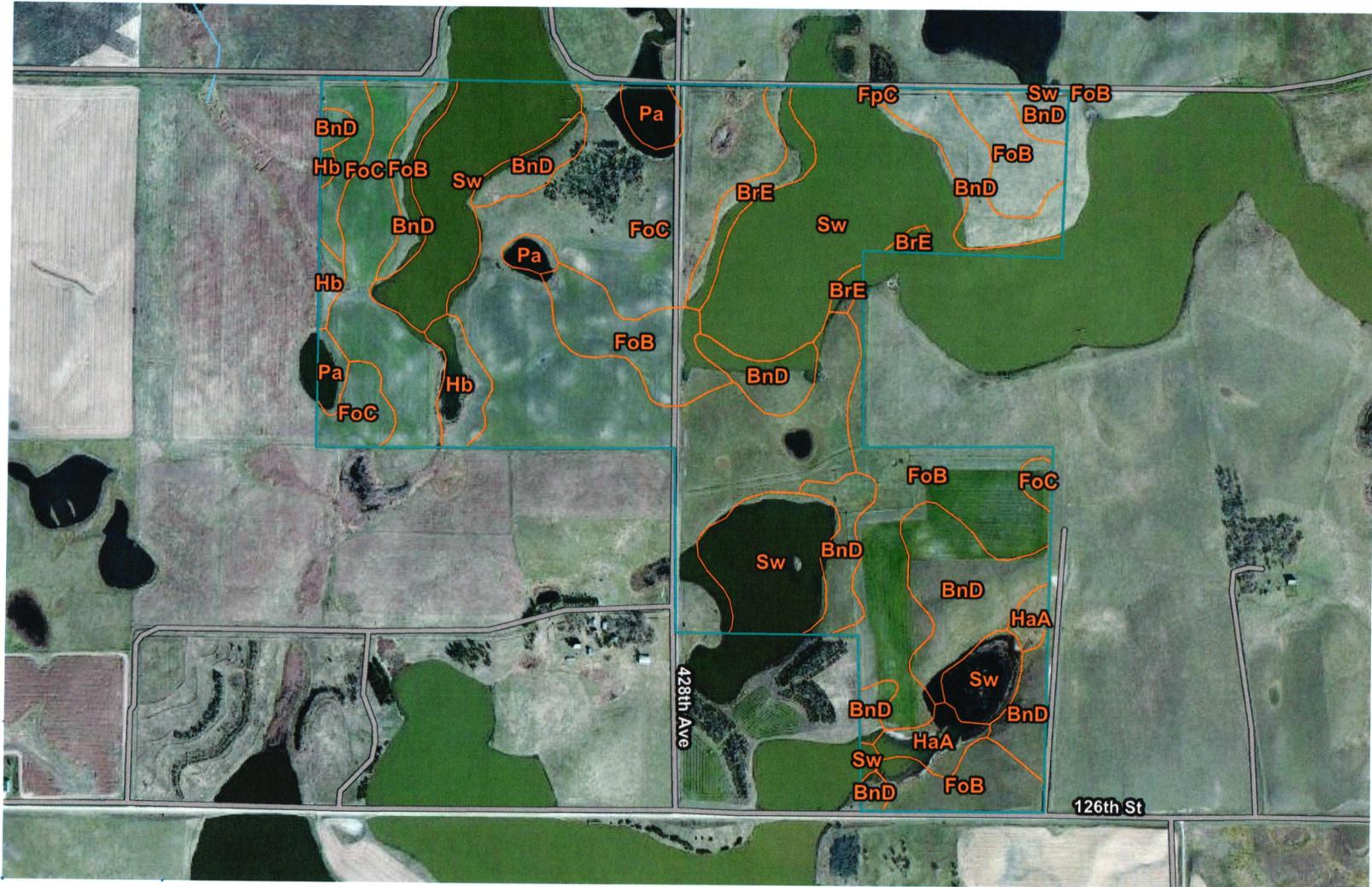
 Game Production Areas

Franzen Addition to Hedman GPA Day County Grassland Easements



 Game Production Areas

Soil Map—Day County, South Dakota
(Franzen Addition to Hedman GPA)



97° 40' 13" W



Map Scale: 1:13,600 if printed on A landscape (11" x 8.5") sheet.



0 500 1000 2000 3000 Feet

Map projection: Web Mercator Corner coordinates: WGS84

97° 37' 55" W



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

DOT - BSR Water Access Area Moody County



479 AVE

SD HWY 32

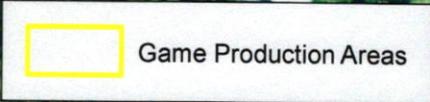
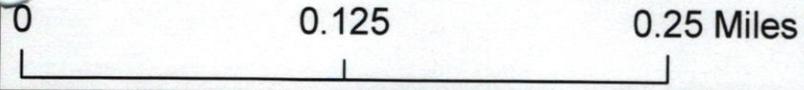
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Big Sioux River

Big Sioux River

N INDUSTRIAL RD

S INDUSTRIAL RD





Wild Sheep Foundation – Midwest Chapter

October 28, 2015

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523 East Capitol Avenue
Pierre, SD 57501

Dear Secretary Hepler, I present this application letter to the South Dakota Game Fish and Parks for the sole purpose of applying to auction off your Bighorn sheep auction tag at our Banquet and fundraiser to be held March 18-19, 2016 at the Minneapolis Marriott Southwest. If selected, WSF-Midwest is prepared to enter into an agreement with SDGF&P as referred to in 41:06:56:11.

We were very proud to once again auction off the South Dakotas tag at our last banquet for \$63,000 to add to the previous tags of more than \$101,000 and \$83,000 for two previous years.

The Wild Sheep Foundation Midwest Chapter has been in existence since 1981 and currently maintains a 501(c)(3) nonprofit status, number 41-1628899. Enclosed you will find the backup information regarding this fact along with current supporting documents.

WSF-Midwest currently operates under the following mission statement:

To enhance, expand and preserve wild sheep populations; to educate the public about wild sheep and conservation efforts surrounding wildlife; to encourage lawful hunting and protecting hunters' rights; and to encourage youth participation in hunting.

WSF-Midwest has worked with all western sheep states and is currently committed to funding with Montana, New Mexico, North Dakota, and South Dakota on sheep related projects along with funding the University of Washington and Dr. Sri on his disease research. We are also funding a Genetic Research Pilot Project at Montana State University. An example of long term commitments with a state and their sheep biologist is our agreement with North Dakota. In 1999 WSF-Midwest entered into an agreement with North Dakota Game and Fish to help bolster their sheep populations and their management process. Since that time WSF-Midwest has raised and funded over \$700,000.00 for North Dakota Fish and Game for their bighorn sheep projects, participated in 5 transplants and trans-locates and numerous emergency funding requests. Enclosed is our funding for the past 5 years showing payee and amount for each wildlife funded projects.

WSF-Midwest currently has one banquet and fundraiser each year with participation ranging from 400-550 sportsmen and women. We currently have been experiencing gross receipts over \$400,000.00 each of the last 5 years and are one of the top producing chapters for WSF. Marketing of auction items includes print, mail, and social media.

Enclosed you will find documentation on our endowment fund. Created just 11 years ago the value of the fund exceeded \$600,000 in which the interest is directly benefiting wildlife and only solidifying our financial stability. We undergo an independent audit every two years to ensure to our members that we are operating correctly. WSF-Midwest is an all volunteer organization.

Thank you for taking the time to review our application and I am hopeful we can continue to work together for the sheep and sheep hunters of South Dakota!

Regards,

Brian L. Helm
President

cc: Tony Leif
Tom Kirschenmann

2016 SCHEDULE FOR SETTING SEASONS/REGULATIONS

DATE	LOCATION	SEASON	PROPOSE	FINALIZE
January 14-15	Pierre <i>RedRossa Convention Room</i>	Hunting Season Dates	January	March
February		NO MEETING		
March 3-4	Pierre <i>RedRossa Convention Room</i>	CSP Bison CSP Elk (multiple seasons) Archery, Black Hills & Prairie Elk Waterfowl Hunting Seasons	March	April
April 7-8	Brookings <i>McCory Gardens</i>	NO PROPOSALS SCHEDULED	April	May
May 5-6	CSP <i>Blue Bell Lodge</i>	CSP Deer East River Deer West River Deer Black Hills Deer Refuge Deer Archery Deer Muzzleloader Deer Youth Deer	May	June
June 2-3	Watertown <i>Convention Center</i>	Fall Turkey	June	July
July 7-8	Pierre <i>RedRossa Convention Room</i>	NO PROPOSALS SCHEDULED	July	August
August 4-5	Pierre <i>RedRossa Convention Room</i>	Bobcat Fishing Regulations Bait Fish Private Fish Hatcheries Fish Importation	August	October
September		NO MEETING		
October 6-7	Rapid City <i>Outdoor Campus West</i>	CSP Spring Turkey Spring & Archery Turkey	October	November
November 3-4	Brandon <i>Holiday Inn Express</i>	NO PROPOSALS SCHEDULED	November	December
December 15-16	Pierre <i>RedRossa Convention Center</i>	NO PROPOSALS SCHEDULED	December	January

Epizootic Hemorrhagic Disease and Bluetongue in South Dakota 2015

The State of South Dakota experienced one area of significant white-tailed deer mortality due to Epizootic Hemorrhagic Disease (EHD) in 2015. This occurred in Sully County where a documented 108 deer were found dead, and one white-tailed deer was confirmed with the EHD virus. Other areas of South Dakota did not experience any significant die-off of deer during 2015, although one positive EHD white-tailed deer was confirmed in Pennington County. Overall, there were a total of 127 deer reported as suspect EHD in South Dakota in 2015 (Figure 1, Table 1). Region 2 reported a total of 114 dead deer in 2 counties (Sully and Dewey), and Region 1 reported a total of 13 dead deer in 3 counties (Bennett, Custer and Pennington). Region 3 and Region 4 reported no suspected EHD in 2015. The two samples that were confirmed with EHD from Pennington County and Sully County were confirmed at the lab at SDSU as the most common serotype of the EHD virus (ehdv-2).

Due to the large number of white-tailed deer that were being lost to the disease in western Sully County, the South Dakota Department of Game, Fish, and Parks offered refunds to hunters who previously received a license for western Sully County if they voluntarily returned their licenses. License returns included a total of 122 licenses (211 tags).

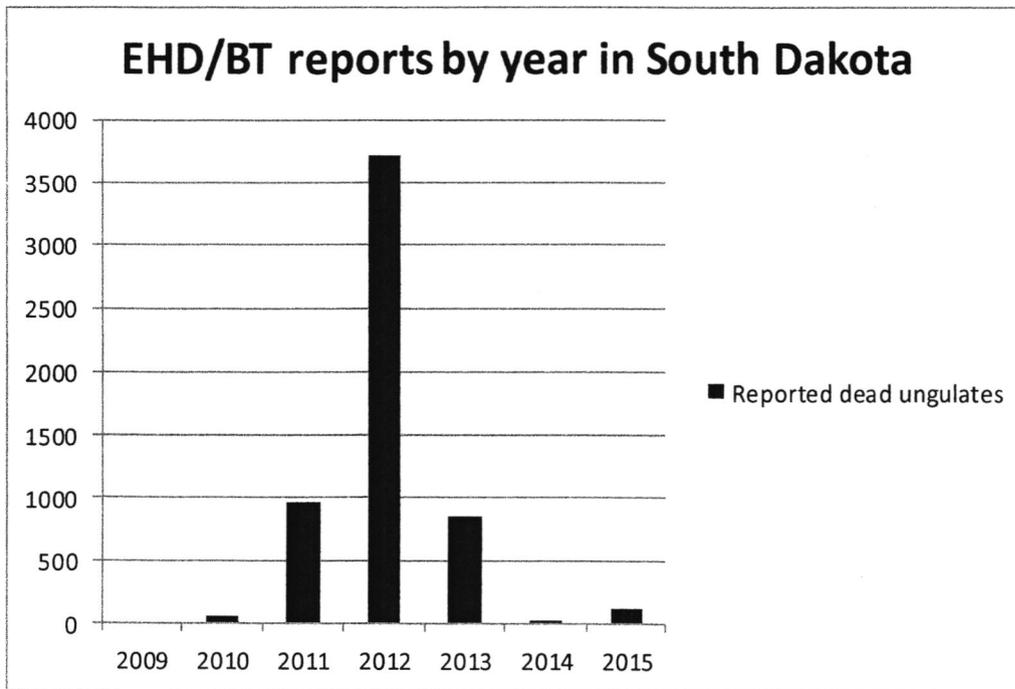


Figure 1. Annual reported loss of deer, elk, and pronghorn in South Dakota, 2009-2015.

County	Species	Male	Female	Unknown	Total #
Bennett	WT	2	2	0	4
Bennett	MD	3	3	0	6
Custer	WT	0	1	0	1
Dewey	WT	1	2	3	6
Pennington	WT	2	0	0	2
Sully	WT	29	11	67	107
Sully	MD	1	0	0	1
Totals		38	19	70	127

Table 1. Numbers of reported white-tailed deer (WT), and mule deer (MD), by sex for South Dakota Counties, 2015.

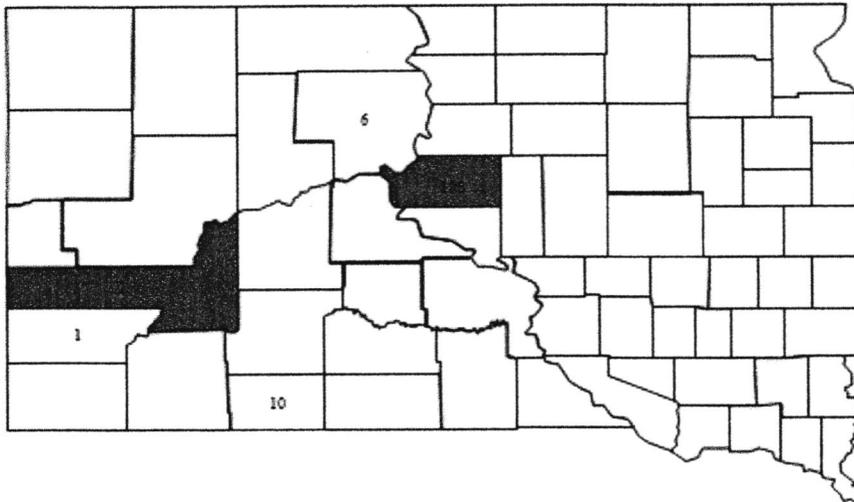


Figure 2. Number of suspected EHD deer reported in South Dakota during 2015. Red indicates at least one positive lab result occurred in the county.

Western Sully County (59A) Voluntary License Returns

<u>License Type</u>	<u>Licenses Available</u>	<u>Licenses Returned</u>	<u>Tags Returned</u>	<u>Reimbursements</u>
59A01	150	33	33	\$1,320
59A18	250	48	96	\$2,400
59A19	150	<u>41</u>	<u>82</u>	<u>\$1,230</u>
		122	211	\$4,950

License Sales Totals

(as of Dec 8)

date updated: 8 Dec 2015

Resident	2015	2014
Combination	47,176	45,041
Junior Combination	8,225	8,231
Senior Combination	7,787	6,784
Small Game	23,440	23,884
Youth Small Game	5,155	5,183
1-Day Small Game	1,338	1,030
Migratory Bird Certificate	29,113	31,787
Predator/Varmint	1,667	1,548
Furbearer	3,318	3,541
Annual Fishing	63,476	65,227
Senior Fishing	12,750	12,884
1-Day Fishing	6,560	6,675
Gamefish Spearing/Archery	2,737	2,784

Nonresident	2015	2014
Small Game	85,608	78,583
Youth Small Game	2,550	2,384
Annual Shooting Preserve	444	291
5-day Shooting Preserve	10,679	9,909
1-day Shooting Preserve	1,275	1,166
Spring Light Goose	4,274	4,572
Youth Spring Light Goose	163	165
Migratory Bird Certificate	1,071	1,431
Predator/Varmint	4,689	4,022
Furbearer	14	12
Annual Fishing	26,842	25,061
Family Fishing	9,378	9,016
Youth Annual Fishing	1,485	1,496
3-Day Fishing	24,991	23,611
1-Day Fishing	23,084	22,431
Gamefish Spearing/Archery	660	714
TOTAL ON FILE =	409,949	399,463