AGENDA
Game, Fish, and Parks Commission
January 15-16, 2015
RedRossa Convention Center
808 W Sioux Avenue, Pierre, SD

Call to order 1 PM CT

Division of Administration

Action items:

1. Approve minutes of the December 2014 meeting
   http://gfp.sd.gov/agency/commission/docs/MinutesDec2014.pdf
2. Additional Commissioner Salary Days
3. Election of Officers
4. License List Requests

Information item:

5. Department sponsored Legislation

Open Forum

2 PM Public Hearing

Finalizations

6. Use of hounds for mountain lion hunting outside the Black Hills

Proposals

7. 2015 Hunting Season Dates
8. Public Lands - Charles Mix County
9. Public Waters - Butte County
10. Special Buck Hunting Season
11. Refuges - Cottonwood Lake in Sully County
12. Boat transportation requirements and Aquatic Invasive Species

Division of Parks and Recreation

Action Item:

13. Lewis and Clark Marina RFP

Information items:

14. Cedar Shore Stabilization Project
15. Custer State Park Building Committees
16. Parks Revenue and Visitation Report
17. Miscellaneous updates

Division of Wildlife

Information items:

18. Elk management plan update
19. Black Hills angler opinion survey results

This agenda subject to change without prior notice.

Division of Administration

Minutes of the Game, Fish, and Parks Commission
December 11-12, 2014

Chairman John Cooper called the meeting to order at 1:01 p.m. at the Holiday Inn Express Convention Center in Fort Pierre, South Dakota. Commissioners John Cooper, Cathy Peterson, Barry Jensen, Gary Jensen, Paul Dennert, and Scott Phillips were present. Duane Sather joined the meeting by conference phone at 2:15 p.m. and left at 2:57 p.m. Jim Spies was absent on December 11 and joined the meeting on Friday, December 12 at 8 a.m. Secretary Vonk was present along with approximately sixty public, staff, and media.

DIVISION OF ADMINISTRATION

Chairman Cooper called for changes to the Agenda and Secretary Vonk requested an Executive Session before the Open Forum. Chairman Cooper indicated the Bighorn Sheep Management Plan update would be presented before Proposals.

Chairman Cooper called for additions or corrections to the minutes of the November meetings or a motion for approval.

Motion by Peterson with second by Dennert TO APPROVE THE MINUTES OF THE NOVEMBER 6-7, 2014, REGULAR MEETING AND THE NOVEMBER 20, 2014, TELECONFERENCE AS PRESENTED. Motion carried unanimously.

Chairman Cooper called for additional salary days by requesting one for teaching at SDSU. Gary Jensen claimed two for the CSP Visitor Center Building Committee, elk stakeholders, and fish meetings in Rapid City. Dennert, Spies, Peterson, and Phillips each claimed one for the habitat meeting on December 10th.

Motion by Dennert with second by Phillips TO APPROVE THE ADDITIONAL SALARY DAYS AS REQUESTED. Motion carried unanimously.

Director Chris Peterson presented a license list request from the South Dakota Wildlife Federation for a list of the resident 2014 Black Hills elk, west river deer, antelope, and east river deer hunters to recruit members to their organization and sell gun tickets. This was a reduced fee request.

Motion by Barry Jensen with second by Phillips TO APPROVE THE LICENSE LIST REQUEST FROM THE SD WILDLIFE FEDERATION AS PRESENTED. Motion carried unanimously.

Director Petersen indicated the Governor's Budget Address called for a two percent salary package increase for state employees for FY16; and currently, has a zero percent increase in the health insurance package.

Motion by Peterson with second by Dennert TO GO INTO EXECUTIVE SESSION PURSUANT TO SDCL 1-25-2(3) TO CONSULT WITH LEGAL COUNSEL ABOUT PENDING LITIGATION. Motion carried unanimously.

EXECUTIVE SESSION

The Executive Session began at 1:12 p.m. with Commissioners Cooper, Peterson, Barry Jensen, Gary Jensen, Paul Dennert, and Scott Phillips present. Secretary Vonk was present along with staff attorney Richard Neill, Director Hofer, Director Leif, Paul Coughlin, and Debra Ascher.

The Commission was briefed on a pending law suit by Director Hofer and legal advice from staff attorney Neill. The Executive Session concluded.

The regular meeting resumed at 1:37 p.m. with a motion by Peterson and second by Barry Jensen TO END THE EXECUTIVE SESSION AND RETURN TO THE REGULAR MEETING.

OPEN FORUM

Chairman Cooper indicated the Commission was available to listen to public comment on topics other than the statewide spearfishing for game fish proposal. Cooper indicated public comments regarding the Spearfish Canyon and Day County land acquisitions would be accepted at this time.

Matt Rippentrop expressed his gratitude to the Commission for allowing the Midwest Chapter of the Wild Sheep Foundation the auction tag the last two years. He hopes the application for the 2015 season is approved as the funds will assist with expenses for transplants into South Dakota.

PUBLIC HEARING

The Public Hearing began at 2 p.m. and concluded at 3:12 p.m. Minutes of the public hearing follow these regular minutes.

Chairman Cooper called a recess at 3:12 p.m. and meeting resumed at 3:31 p.m.

PETITION

Chairman Cooper asked Brad Tisdall to present the petition that he and the hounds men group put together. Tidsall indicated the petition came from the desire of hounds men to do what they like to do and that ranchers will pay hounds men to help take a lion that may be killing livestock. Landowners, livestock producers, and wool producers have expressed their desire for the assistance from hounds men and the hounds men need Commission permission to assist with this type of hunt. Tisdall believes this is the right time to make this change.

Director Leif indicated HB1068 in the 2014 Legislative session had a similar request and it passed the House but failed in the Senate. Leif indicated the Department had neutral position because GFP does not manage for a population of lions outside the Black Hills. Leif recommended moving this petition to the proposal stage as this will allow for public comment; and in January the Department would provide a recommendation on the proposal. Discussion included possible modifications to petition request and the process available to Commission today.

Motion by Dennert with second by Phillips TO ACCEPT THE PETITION FROM BRAD TISDALL AND TO MAKE IT A PROPOSAL FOR COMMISSION CONSIDERATION. Motion carried unanimously.

PROPOSAL

The Bighorn Sheep management plan update was presented prior to the recommended changes for Commission consideration. See information later in these minutes.

Chief Tom Kirschenmann presented the season dates, open area, licenses, requirements, and restrictions for the Black Hills Bighorn Sheep Hunting Season with no recommended changes. Kirschenmann indicated one of the three available licenses would be a "ram bighorn sheep" auction license valid in Unit 2. Discussion included the use of auction funds.

FINALIZATION

Statewide spearfishing for game fish

Director Tony Leif indicated there were compelling comments from the public on both sides of the spearfishing for game fish issue and stated the Department recommends the Commission reject the proposed rule change.

Chief John Lott provided the basis for the recommendation to reject indicating the proposal was too broad for many lakes and streams; the management of muskies; and creates some safety concerns.

Director Leif indicated a desire to continue dialogue with spear fishers and he is committed to improving opportunity.

Motion by Barry Jensen with second by Gary Jensen TO REJECT THE PROPOSED CHANGE TO THE TAKING OF GAME FISH BY SPEAR/BOW FISHERMEN STATEWIDE, YEAR ROUND. Roll call vote: Dennert-no; Barry Jensen-yes; Gary Jensen-yes; Peterson-yes; Phillips-yes; Cooper-yes. Motion carried with five yes votes and one vote.

DIVISION OF PARKS AND RECREATION

Spearfish Canyon land acquisition

Paul Coughlin provided a map showing the Hydro #2 property that includes 32.251 acres of land available for purchase from the Homestake Mining Company. The Wildlife Division would be using Wildlife Restoration funds and NRDAR funds for this purchase. Coughlin met with the Lawrence County Commission earlier this week and they unanimously supported this purchase thus allowing the property to be held in public ownership.

Parks Director Hofer provided history of the Roughlock Falls-Savoy tract of land and that a purchase agreement has been secured with the Homestake Mining

Company. The Parks Division wishes to purchase the 73-acre tract of property that includes the Little Spearfish Falls and that the Spearfish Canyon Foundation would provide the funds for the purchase. Hofer outlined the planned improvements for the Little Spearfish Falls trail.

Hofer presented Resolution 14-13 for the purchase of Hydro #2 for $420,000 by the Wildlife Division and for the Division of Parks and Recreation Division to acquire the Spearfish Falls property for $800,000 after pending litigation is resolved. Hofer recommended approval of Resolution 14-13.

Motion by Gary Jensen with second by Peterson TO APPROVE RESOLUTION 14-13 AS PRESENTED (Appendix A). Motion carried unanimously.

Oahe Marina and Resort Concession Settlement Agreement

Concession Manager Sean Blanchette provided history of the Oahe Marina and Resort Concession Agreement since May of 2010 indicating there have been two extensions to meet financing obligations partly due to the 2011 Flood which resulted in no revenue that year. The current lease is due to expire in 2031 and the Department received a letter of intent to sell from Steve Rounds. The personal property has been appraised and the Settlement Agreement requires Commission approval in order to move forward with a prospectus and the Request For Proposal. The prospectus would be advertised for a new 10-year lease/contract. A discussion ensued regarding the current condition of the concession property.

Motion by Gary Jensen with second by Peterson TO APPROVE THE SETTLEMENT AGREEMENT WITH STEVE ROUNDS AS PROPOSED (Appendix B); 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 AS WELL AS WITH THE TERMS AND CONDITIONS OF THE SETTLEMENT AGREEMENT ENTERED INTO BETWEEN THE DEPARTMENT AND THE CURRENT CONCESSIONAIRE (Appendix B), FINAL CONCESSIONAIRE SELECTION AND CONCESSION AGREEMENT APPROVAL WILL BE SUBJECT TO COMMISSION APPROVAL. The motion carried unanimously.

City of Pierre/Izaak Walton waterfront lease

Concession Manager Blanchette presented a map showing lease property to the Izaak Walton Sunshine Chapter and the City of Pierre which contains a recreational trail. Blanchette indicated both parties want the trail and the portion of property that bisects the leased GFP property along the shoreline added to the City of Pierre lease as the city maintains the trail. Blanchette presented the amendment to the lease with the City of Pierre and new lease with the Sunshine Chapter of the Izaak Walton League that would facilitate this change.

Motion by Dennert with second by Barry Jensen TO APPROVE THE FIRST AMENDMENT TO LEASE PARK AND RECREATION PURPOSES FOR THE CITY OF PIERRE [WATERFRONT LEASE] ON LAKE SHARPE TO ADD TO IT THE INDICATED PORTION OF PROPERTY FORMERLY LEASED TO THE SUNSHINE CHAPTER IZAAK WALTON LEAGUE AS PRESENTED (Appendix C). Motion carried unanimously.

Motion by Dennert with second by Barry Jensen TO APPROVE THE PROPOSED TEN-YEAR LEASE FOR PUBLIC PARK AND RECREATION PURPOSES THE SUNSHINE CHAPTER IZAAK WALTON LEAGUE ON LAKE SHARPE AS PRESENTED (Appendix D). Motion carried unanimously.

Custer State Park Resorts Concession Amendment

Director Doug Hofer requested this item be held for Friday morning. On Friday, Hofer provided history and information about the four concession facilities in Custer State Park. Paul VanBockern and Josh Schmalz shared their thoughts about the much needed improvements of concession facilities as outlined in the updated 2014 Custer State Park Master Plan presented to the Commission last month.

Hofer provided the current concession contract criteria and presented the Seventh Amendment to Concession Agreement Custer State Park Resort to extend the contract for five years and increase the franchise fees paid by the concessionaire by 4% beginning in 2016. The increase in franchise fees will be used to help pay off a proposed $11 million bond issue that GFP will be presenting to the 2015 Legislature for approval. Current bond rates are low and this would be a good opportunity to make much needed improvements. The bonds would coincide with the length of the concession contract.

Planned improvements include the addition of cabins, renovation of the Legion Lake Lodge, improved employee housing, and an upgrade to a variety of existing facilities. The current contract with Custer State Park Resort contains three annual financial requirements - the resort pays a 10.4% franchise fee on all gross receipts; they are required to invest 5% of gross receipts back into state-owned facilities; and they must invest 1.8% to replace personal property such as furniture, fixtures, and equipment (FF&E). The concessionaire will also be required to invest an additional $1.1 million for FF&E to furnish improvements if the bond issue is approved. The amendment extends the contract with Custer State Park Resort Company until January 31, 2027, but does not go into effect unless the proposed bond legislation is approved.

Motion by Spies with second by Peterson TO APPROVE THE SEVENTH AMENDMENT TO CONCESSION AGREEMENT CUSTER STATE PARK RESORT AS PROPOSED (Appendix E). THE EFFECT OF THE SEVENTH AMENDMENT IS CONTINGENT UPON THE SOUTH DAKOTA LEGISLATURE APPROVAL OF BOND AUTHORITY AS STIPULATED THEREIN. Motion carried unanimously.

Lewis and Clark Marina RFP Update

Blanchette indicated that proposals to operate the Lewis and Clark Marina were due on December 8th with one proposal received from Chris Donlin. The proposal is under review and a recommendation will be made at the January meeting.

Buffalo Auction Results

Matt Snyder, Superintendent of Custer State Park, presented results of the buffalo auction with comparison to 2012 and 2013. The price per buffalo were up in nearly all categories over 2013 sales. Snyder indicated there were fewer buffalo for sale

in an effort to increase the herd due to improved grazing capacities and that the 2014 buffalo hunts have been completed.

Parks Revenue and Visitation Report

Director Hofer presented the November 2014 Year-to-Date Revenue Report showing a ten percent increase of revenue above November of 2013. The Camping Unit Report showed a record 290,084 units thus far in 2014 and is up 4% over 2013.

Miscellaneous updates

Director Hofer presented a schematic of the Custer State Park Visitor Center indicating the plan is to advertise for bids in the coming weeks with construction beginning in the spring.

Hofer indicated the Good Earth State Park Visitor Center will be moved to a location closer to the homestead and more detailed information will be forthcoming.

Secretary Vonk presented the Western Association of Fish and Wildlife Agency Lifetime Membership Award to former Commissioner Susie Knippling.

Chairman Cooper called a recess at 4:54 p.m. with meeting to resume at 8 a.m. the next morning.

The meeting resumed at 8:01 a.m. on Friday, December 12, 2014, at the same location. Commissioners Cooper, Peterson, Barry Jensen, Gary Jensen, Jim Spies, Paul Dennert, and Scott Phillips were present. Secretary Vonk was present along with 35 pubic, staff, and media.

DIVISION OF WILDLIFE

Bighorn sheep auction tag allocation

Chief Tom Kirschenmann presented Resolution 14-15 indicating the Wild Sheep Foundation-Midwest Chapter submitted a letter of application that met requirements for the bighorn sheep tag available for auction. Kirschenmann recommended approval of the resolution with the auction taking place at the Midwest Chapter Conference in Minneapolis in March.

Motion by Gary Jensen with second by Dennert TO APPROVE RESOLUTION 14-15 AS PRESENTED (Appendix F). Motion carried unanimously.

DOT surplus property in Day County acquisition

Paul Coughlin presented maps and details of two tracts of land in Day County that South Dakota Department of Transportation identified as surplus and the tracts would make good additions to adjoining Game Production Areas. Coughlin presented Resolution 14-14 for Commission consideration to purchase the two tracts for $70.

Motion by Gary Jensen with second by Phillips TO APPROVE RESOLUTION 14-14 AS PRESENTED (Appendix G). Motion carried unanimously.

Bighorn sheep management update

Chad Lehman provided a PowerPoint Presentation with population survey information, harvest and license information, winter ground counts on the lamb-ewe ratios for the different herds in the Black Hills. Information about the ongoing Elk Mountain and Hell Canyon research projects for survival and lamb rates was included.

John Kanta provided the history of transplanted bighorn sheep and indicated the sheep brought in last year are doing well. In February of 2015, twenty healthy and disease free bighorn sheep ewes and lambs from Hinton, Alberta, Canada, will be released in the Deadwood area.

Kanta gave background on recommendations and the herd sizes. He indicated recruitment is an issue as few lambs grow into the ram count. Discussion included the number of rams in the herds, pneumonia concerns, and why the ewes are not pregnant.

Distribution of archery deer hunting in SD

GIS Coordinator Chelsea Krause presented a PowerPoint with maps depicting where archery hunters disperse across the state go to harvest archery deer. The presentation included the methodology, results, success rates, and harvest from the online responses of the 2013 Archery Deer Harvest Survey. This information will be used to assist with estimate of harvest distribution and set harvest quotas for next year's deer hunting seasons.

Deer license allocation opinion survey

Cindy Longmire, Human Dimension Specialist, presented a PowerPoint showing the methodology and results of the SD Deer License Opinion Survey.

Director Leif shared that preference points would be reviewed and reminded that Special Buck licenses will be reviewed at the January Commission meeting. Discussion included number of tags sold, desire to grow the herd in specific areas, number of mule deer harvested in addition to whitetail deer, and the consideration of changes made for the purchase of preference points. Director Leif defined a weighted lottery and a true preference system.

Year-end review of WMI action plan accomplishments

Chief Tom Kirschenmann presented a handout outlining the process and changes to develop minimum thresholds for recommended changes in regulations for the December 2014 report.

Director Leif provided a PowerPoint with the timeline of events and primary areas of focus that included communication. Kirschenmann presented a review of the process and changes for rule recommendation development, for the development of management plans, and for population monitoring.

Elk management plan update

Director Leif stated the WMI action plan supported developing big game management plans and this is an important plan to guide the staff. Chad Switzer and Andy Lindbloom gave a PowerPoint that outlined the process used to develop the plan, the plan highlights, license allocations, harvest strategies, habitat, and population objectives.

2015 regulation setting schedule

Chief Tom Kirschenmann presented the 2015 season setting schedule for regulations indicating this will be similar to past years and will begin the transition to multi-year season setting schedules.

Black Hills angler opinion survey results

This item was moved to the January meeting.

Aquatic Invasive Species (AIS) program update

Chief John Lott and Mike Smith provided a timeline of activity in monitoring Angostura for quagga mussel veligers and that no additional adults were found; however, Angostura will remain on the suspect list. The U.S. Fish and Wildlife Service will continue monitoring the reservoir.

Zebra mussel were found in Lewis and Clark in November with no additional found since then and will remain on the suspect list. The U.S. Bureau of Reclamation and the State of Nebraska will continue to monitor over the next three years and education outreach will be important. Lott indicated staff is developing an AIS management plan that will include education.

Non-resident waterfowl work group update

Director Leif shared the names of the non-resident waterfowl work group and that a meeting is scheduled for December 29th in Pierre. Leif indicated the goal or charge will be to explore ideas and make suggestions to assist staff and the Commission for rule changes as the rule making authority was transferred to the Commission from the 2014 Legislature.

License sales report

Chief Scott Simpson presented the November 24, 2014, License Sales Total indicating that nonresident small game sales increased five percent over the same time period last year. Resident small game sales were up about 14 percent.

The 2015 license sales begin on December 15 and the new license system will begin as well. The online user will be able to apply for big game licenses as well as purchase their fishing and small game license with one profile or login.

Motion by Barry Jensen with second by Gary Jensen TO ADJOURN THE MEETING. Motion carried and meeting adjourned at 11:34 a.m.

Respectfully submitted,

Jeffrey R. Vonk, Department Secretary

appendix A

RESOLUTION 14 - 13

WHEREAS, the Department of Game, Fish, and Parks (GFP) has expressed an interest in acquiring real property presently owned by Homestake Mining Company of California, 11457 Bobtail Gulch Road, Central City, SD 57754 which property is described as:

SPEARFISH FALLS PROPERTY
Lot Ab-2, being a portion of Cascade Placer, M.S. 991, located in the NW/4 of Section 31, Township 5 North, Range 2 East, as shown on Plat Document No. 1998-4970 and comprising 0.28 acres, more or less, and
Lot F-2, being a portion of Little Spearfish Placer, M.S. 953, located in the NE/4 of Section 36, Township 5 North, Range 1 East, as shown on Plat Document No. 2001-6172 and comprising 0.02 acres, more or less, and
HMC Lot 2, being a portion of the Cascade Placer, M.S. 991, located in the NE/4 of Section 36, Township 5 North, Range 1 East and the NW/4 of Section 31, Township 5 North, Range 2 East, as shown on Plat Document No. 1991-1769 and comprising 6.61 acres, more or less, and
Montana Placer, M.S. 991, excluding Spearfish Canyon Lots 36 and 37, as shown on Plat Document 90-5436 and excluding Highway Right-of-Way, located in the W/2 of Section 31, Township 5 North, Range 2 East and the NE/4 of Section 6, Township 4 North, Range 2 East; and

HYDRO #2 PROPERTY
HMC Lot 2A, being a portion of Spearfish Placer, M.S. 439, located in the NE¼ of Section 17, Township 5 North, Range 2 East, as shown on Plat Document No. 2014-3631 and comprising 32.251 acres, more or less,

for a total price of $1,220,000.00; and

WHEREAS, the SPEARFISH FALLS PROPERTY would be acquired at a price of $800,000.00, which said price through the generosity of Homestake Mining Company is significantly less than the property's appraised value, to be utilized by the Division of Parks and Recreation within the State Park system; and

WHEREAS, the HYDRO#2 PROPERTY would be acquired at a price of $420,000.00 to be utilized by the Wildlife Division for Game Production Area purposes; and

WHEREAS, Spearfish Canyon Foundation, Inc. of Spearfish, South Dakota, has expressed a desire to participate in GFP's acquisition of the SPEARFISH FALLS PROPERTY from Homestake Mining Company of California by donating the sum of $800,000.00 to be applied towards the purchase of said real property on behalf of GFP; 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 acquisition of the SPEARFISH FALLS PROPERTY for use within the State Park system and the HYDRO#2 PROPERTY for use as a Game Production Area; and

WHEREAS, GFP has been made aware of pending litigation filed in the Fourth Judicial Circuit Court, Lawrence County, South Dakota, which potentially may affect future use of the SPEARFISH FALLS PROPERTY, which litigation should be resolved prior to GFP consummating the purchase of this particular parcel;

NOW, THEREFORE, BE IT RESOLVED, that GFP is authorized to complete negotiations and execute and consummate an agreement with Homestake Mining Company of California which is acceptable to GFP for the acquisition of the HYDRO#2 PROPERTY at a price of $420,000.00, for use as a Game Production Area; and

BE IT FURTHER RESOLVED, GFP is authorized to complete negotiations and execute an agreement with the Spearfish Canyon Foundation, Inc. and Homestake Mining Company of California, which is acceptable to GFP to acquire the SPEARFISH FALLS PROPERTY at a price of $800,000.00 for use within the State Park system; provided, however, that such purchase may not be consummated and closed until such time as the pending litigation involving the SPEARFISH FALLS PROPERTY has been resolved.

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into this ____ day of November, 2014, 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 Facilites 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. Closing is anticipated to take place prior to March 1, 2015. 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 the 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 _____ day of _____, 2014.

OAHE TAILRACE, LLC

By: _____
Steve Rounds, Member Manager

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

By: _____
Douglas Hofer, 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 C

FIRST AMENDMENT TO LEASE
FOR PARK AND RECREATION PURPOSES
CITY OF PIERRE
ON LAKE SHARPE
HUGHES COUNTY, SOUTH DAKOTA

THIS FIRST AMENDMENT TO LEASE is entered in to on October 28, 2014 by and between the South Dakota Department of Game, Fish and Parks ("State") and the City of Pierre ("City").

WHEREAS, the State and City entered a lease on May 30, 2004 for the City's management of the Pierre waterfront property for parks and recreation purposes containing 357.99 acres, more or less; and'

WHEREAS, the lease property includes waterfront access and a recreational trail which City maintains; and,

WHEREAS, the recreational trail crosses a portion of waterfront property formerly leased by the State to the Sunshine Chapter Izaak Walton League; and,

WHEREAS, the City has traditionally maintained the entirety of the recreational trail and waterfront access including that which was leased to Sunshine Chapter; and,

WHEREAS, the City and State desire to add to City's Lease that portion of property previously leased to Sunshine Chapter to reflect existing maintenance practices and to achieve a contiguous lease property.

NOW THEREFORE, the LEASE FOR PARK AND RECREATION PURPOSES CITY OF PIERRE ON LAKE SHARPE is hereby amended as follows:

1. The property identified in EXHIBIT B dated October 21, 2014 attached hereto and made a part hereof by the reference is hereby added to City's lease. All terms and conditions of said lease shall apply to this additional property

2. Except as modified by this FIRST AMENDMENT, all terms and conditions set forth in the LEASE FOR PARK AND RECREATION PURPOSES CITY OF PIERRE ON LAKE OAHE dated May 30, 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 _____, 2014.

SOUTH DAKOTA DEPARTMENT OF GAME, FISH AND PARKS

_____

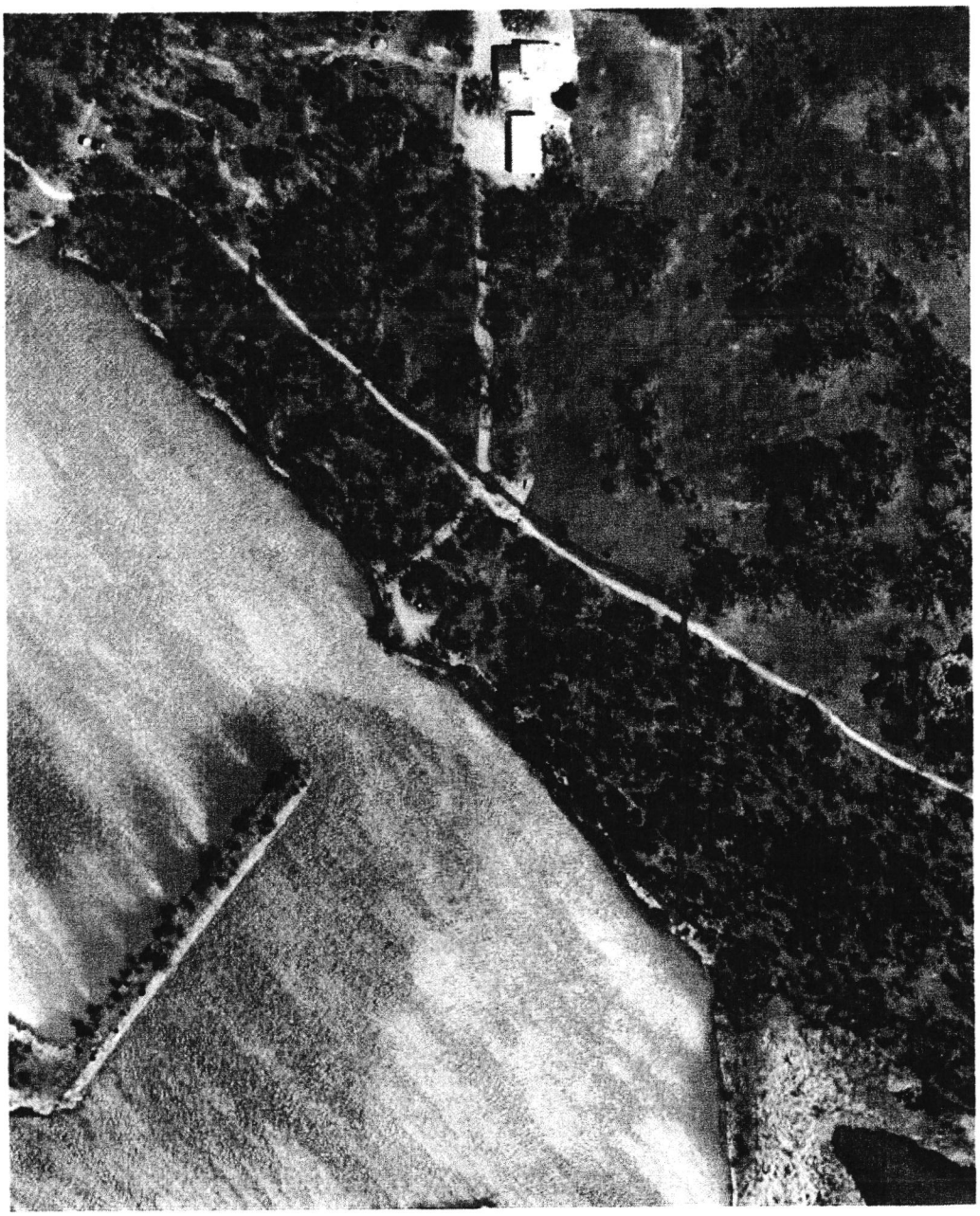
Douglas Hofer, Director
Division of Parks and Recreation
(STATE)

CITY OF PIERRE

Laurie L. Gill

Laurie Gill, Mayor
City of Pierre
(CITY)

EXHIBIT B
FIRST AMENDMENT TO LEASE
FOR PARK AND RECREATION PURPOSES
CITY OF PIERRE
October 21, 2014



LEASE
FOR PUBLIC PARK AND RECREATION PURPOSES
THE SUNSHINE CHAPTER IZAAK WALTON LEAGUE
ON LAKE SHARPE
HUGHES COUNTY, SOUTH DAKOTA

THIS LEASE is entered into on _____, 2014 by and between the South Dakota Department of Game, Fish and Parks ("State") and the The Sunshine Chapter Izaak Walton League ("Lessee").

WHEREAS, the property to be leased includes property previously leased by the Lessee from the U.S. Army Corps of Engineers ("Corps") under Lease No. DA-25-066-CIVENG-65-409 for Public Park and Recreational Purposes as well as non-commercial trap shooting and arboretum development; and

WHEREAS, the Corps assigned Lease No. DA-25-066-CIVENG-65-409, upon the transfer of the underlying land to the State on February 8, 2002; and

WHEREAS, Lease No. DA-25-066-CIVENG-65-409 will terminate on November 30, 2014 or upon the authorization of this new lease whichever is first; and

WHEREAS, because the Leased Area has been occupied, operated and developed by Lessee for the past 50 years, it is mutually beneficial to the State and the Lessee for the Lessee to be responsible for the continued operation, repair, maintenance, and management of the Leased Area; and

WHEREAS, the State and the Lessee have the full authority and capability to perform the terms as set forth in this Lease.

NOW THEREFORE, the State and the Lessee agree as follows:

That the State hereby leases to the Lessee the property identified in **EXHIBIT A**, attached hereto and made a part hereof, referred to as the Leased Area.

THIS LEASE is granted subject to the following conditions.

1. AUTHORIZED REPRESENTATIVES

For the purpose and requirements of this Lease, the Director of the Division of Parks and Recreation will represent the State. The Director may act by and through his/her duly authorized representatives. The Lessee will be represented by its

President. The President may act by and through his/her duly authorized representatives.

2. USE OF THE LEASED AREA

a. The sole purpose(s) for which the Leased Area and any improvements thereon may be used is for public recreation uses and the administration and operation thereof, and the operation and maintenance of a youth activities building, non-commercial trap shooting and arboretum.

b. The Leased Area shall be open to the general public for recreational purposes. With authorization from the State, the Lessee may restrict or allow to be restricted certain areas or facilities that it deems necessary to enhance recreational opportunities and for the security and safety of the public. The U.S. Army Corps of Engineers (Corps) has certain responsibilities for maintaining the reservoir and shoreline adjacent to the Leased Area. The Lessee will allow the Corps reasonable access within and through the Leased Area so that the Corps may perform its responsibilities.

c. The Lessee will allow the State sufficient access within and through the Leased Area for activities the State deems necessary for the administration of this Lease and for other State purposes provided the activities associated with other State purposes do not unreasonably affect the purpose of this Lease.

d. The parking areas shall at all times be open to free and unobstructed use by all members of the public, subject to reasonable installation, maintenance and repair requirements. The Lessee shall furnish and install appropriate signage on the premises which indicates that the facilities are open to the public and the facilities have been installed and are maintained by the Lessee.

3. TERM

The Leased Area is hereby leased for a term of 10 years beginning December 1, 2014 and ending December 31, 2024, unless terminated prior thereto under Termination provision contained in section 4.

4. TERMINATION

a. The Lessee and/or any sublessees of this lease are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies and with compliance with reasonable requests by the State. This Lease may be terminated in the event the Lessee violates any of the terms and conditions and continues and persists in such violation. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time, not less than 90 days, in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the recreation area, temporary suspension of operation, or termination of the Lease after notice in writing of such intent.

b. The termination notice shall not relieve the Lessee, or the State, of liability for any obligation previously incurred.

c. The parties may mutually agree in writing to terminate this Lease. In addition either party may terminate this Lease without cause and without recourse by the other party, except for the restoration provisions contained hereafter, by giving six months prior written notice in the manner prescribed in the Condition on NOTICES.

5. CONSIDERATION

The Consideration for this Lease is the operation and maintenance of the Leased Area and any improvements added thereto by the Lessee at its sole cost for the benefit of the general public in accordance with the conditions set forth in this Lease. The Lessee agrees to be responsible for all the expenses incurred in its operation and maintenance of the Leased Area.

6. NOTICES

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth below. Notices shall be given by and to Director of South Dakota Division of Parks and Recreation, 523 East Capitol Avenue, Pierre, South Dakota 57501 on behalf of the State, and by and to the President, Sunshine Chapter Izaak Walton League, 1200 Izaak Walton Road, Pierre, SD 57501, on behalf of the Lessee, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class

mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

7. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable federal, state and local laws, ordinances, regulations and standards that are or may become applicable to their activities in the Leased Area, including but not limited to those regarding the environment, construction, health, safety, fire, hunting, food service, water supply, sanitation, use of pesticides and licenses or permits to do business.

b. The Lessee shall obtain applicable regulatory permits for any proposed shoreline protection or modifications as required under Section 10 of the Rivers and Harbor act (33 USC 403) and Section 404 of the Clean Water Act (33 USC 1344).

8. CONDITION OF THE LEASED AREA

a. The Lessee acknowledges that it has inspected the Leased Area, knows its condition and understands that the same is leased in an "as is" and "where is" condition, without any representation or warranties whatsoever and without obligation on the part of the State of South Dakota to make any alterations, repairs or additions thereto, except as may be specifically provided herein.

9. SUBLESSEES

a. Other than permission to the general public to use the property as a recreational area for the purposes indicated in Section 2 above, the Lessee shall neither sublease, license nor grant any interest in the Leased Area or any part thereof or any property thereon, nor grant any other interest, privilege or license whatsoever in connection with this Lease, without prior written approval of the State. In the event that the State grants written approval, the Lessee may sublease the Leased Area or any portions thereof, so long as the Lessee remains responsible for performance of all the obligations hereunder. No sublease shall be valid unless and until the Lessee shall have delivered to the State a copy of the proposed sublease and the State has approved such a sublease in writing prior to execution. Upon receipt of written approval from the State the Lessee shall provide the State a copy of every executed and

approved sublease hereunder. Every sublease shall contain the Environmental Protection provisions set out in this Lease and shall state that it is subject to the conditions and term of this Lease and that, in case of any conflict between the instruments this Lease will control. The Lessee shall provide each approved sublessee or licensee with a copy of this Lease.

10. PROTECTION OF PROPERTY

a. Lessee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Lessee. The Lessee shall be responsible for any damages that may be caused to the property of the State of South Dakota by the activities of the Lessee or its sublessees or licensees under this Lease, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the State of South Dakota damaged or destroyed incident to the exercise of the privileges herein granted excluding damages caused by acts of God, terrorism, or war shall be promptly repaired or replaced by the Lessee to a condition satisfactory to the State, or at the discretion of the State, reimbursement made therefor by the Lessee in an amount necessary to restore or replace the property, except personal property, to a condition satisfactory to the State.

b. The Lessee shall not be responsible for structural maintenance and repair of the protective riprap and on the premises shoreline. Any structural maintenance or projects administered by the Lessee that impact the shoreline or placement of the riprap will need Section 10/404 clearance as outlined in Section 7(b) of this lease.

11. INSURANCE

a. The Lessee shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than $1,000,000 (one million) for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

b. The liability insurance policy shall insure the hazards of the Leased Area and operations conducted in and on the Leased Area, independent contractors, contractual liability (covering the indemnity included in this Lease agreement). Each policy will provide that any losses or damages due to injuries received and arising out of the operations covered by the policy shall be payable

notwithstanding any act or failure to act or negligence of the Lessee or employees of the State of South Dakota; and be reasonably satisfactory to the State in all respects. Under no circumstances will the Lessee be entitled to assign to any third party rights of action that it may have against the State of South Dakota or its employees arising out of this Lease.

c. The Lessee shall maintain business automobile liability insurance or equivalent form with a limit of not less than $1,000,000 (one million) for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

d. Lessee shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

e. The Lessee shall require that the insurance company give the State thirty (30) days written notice of any cancellation or change in such insurance as it pertains to this lease. The State may require closure of any or all of the Leased Area during any period for which the Lessee does not have the required insurance coverage. The Lessee shall require its insurance company to furnish to the State, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by the State every two (2) years or upon renewal or modification of this Lease.

f. Lessee agrees to report to the State any event encountered in the course of this Lease which results in injury to the person or property of third parties, or which may otherwise subject Lessee or the State and employees of the State to liability. Lessee shall report any such event to the State immediately upon discovery. Lessee's obligation under this section shall only be to report the occurrence of any event to the State and make any other report provided for their duties or applicable law. Lessee's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g. attorney/client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Lessee to report any event to law enforcement or other entities under the requirements of any applicable law.

g. The Lessee shall require any future sublessees, assignees, transferees, or successors, as joint and several responsible parties with the Lessee for those portions of the Leased Area under their control, to maintain and carry at their expense, liability insurance in the same amount and with the same coverage requirements as required of the Lessee in Section 11 of this Lease. Any deviations

from this insurance requirement must be approved in writing by the State.

12. CORPS OF ENGINEERS RESERVED RIGHTS

a. The Corps of Engineers reserves access over, across, on, and under the Leased Area necessary for the operation and maintenance of the Oahe/Sharpe Project as it relates to the effects of the Project on the shoreline for legally authorized purposes as authorized under the Act of December 22, 1944, (58 Stat. 887, chapter 665; 33 USC 701-1 et seq.), and to carry out its responsibilities under Section 605 (h) of Title VI at the Oahe/Sharpe Project or other applicable law.

b. The Corps of Engineers reserves the perpetual right, power, privilege and easement permanently to overflow, flood, submerge, saturate, percolate, slough, erode, all of the Leased Area, and to draw down the reservoir at the Oahe/Sharpe Project.

c. The Corps of Engineers reserves the right of entry upon and access to the Leased Area to cut, clear or remove any brush, debris or natural obstructions located thereon, which is necessary for the operation and maintenance of the Oahe/Sharpe Project.

13. HOLD HARMLESS AND INDEMNITY

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

14. RESTORATION

a. On or before the expiration of this Lease or its termination by the Lessee or State, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a condition satisfactory to the State giving due consideration to the length of this lease and activities of the Corps of Engineers under Section 12 herein. If the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the State, the property shall either become the property of the State without

compensation therefor, or the State may cause the property to be removed and no claim for damages against the State or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the State on demand any reasonable sum, which may be expended by the State, after the expiration, revocation, or termination of this Lease in restoring the premises for actions taken by the Lessee.

b. The restoration conditions in Section 14-a will not apply to public utilities projects and facilities for which the Lessee has obtained the appropriate easements or for those Lessee easements that were transferred to the State from the Corps of Engineers and are still in effect when the lease expires.

c. The Lessee may enter into negotiations with the State prior to 18 months of the expiration date of this lease to either extend the current lease or negotiate the terms of a new lease. At any time that active negotiations are taking place to either extend the term of the current lease or draft a new lease between the Lessee and the State, the conditions in Section 14-a will be waived by the State until an agreement is reached or either party has terminated the current lease under terms and conditions as outlined in Section 4, TERMINATION.

15. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in Lessee's operations, programs or activities conducted within the Leased Area, because of race, color, religion, sex, age, handicap, or national origin as required by law.

b. The Lessee hereby gives assurance that it will comply with the applicable provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); and the Rehabilitation Act of 1973.

16. SUBJECT TO EASEMENTS

This Lease is subject to all existing easements, or those subsequently granted as well as established access routes for utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which

will, in the opinion of the State, interfere with the use of the premises by the Lessee.

17. MINERAL INTERESTS

All mineral interests for the Leased Area lands remain with the State and do not transfer with this Lease.

18. ENVIRONMENTAL PROTECTION

a. Lessee represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Leased Area in compliance with all applicable federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, and that the Leased Area is free of hazardous substances (i.e., any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any and all materials or substances defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their by-products.)

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Lessee, the Lessee shall be liable to restore the damaged resources. The Lessee shall not discharge waste or effluent from the Leased Area in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

c. The Lessee shall be responsible for obtaining and paying for any environmental or other permits required for its operations under the Lease, independent of any existing permits.

d. The State's rights under this Lease specifically include the right for State officials to inspect the Leased Area for compliance with environmental, safety, and occupational health laws and regulations, whether or not the State is responsible for enforcing them.

19. HISTORIC PRESERVATION

a. The Leased Area, its lands and structures, is subject to the following federal laws: the National Historic Preservation Act, 16 USC 470 et seq., the Archeological Resources Protection Act of 1979, 16 USC 470aa et seq., and the Native American Graves Protection and Repatriation Act, 25 USC 3001 et seq. The Lessee shall not initiate projects that will involve ground disturbance without first providing notice to the State and receiving the State's written consent.

b. The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify the State and protect the site and the material from further disturbance until the State gives clearance to proceed.

c. The Lessee shall not initiate any prescribed burning without receiving the State's written consent. The Lessee shall provide the State with a burning plan not less than sixty days prior to the date of the burn.

20. ENDANGERED OR THREATENED SPECIES

a. The Leased Area, its lands and structures, is subject to the following federal law: the Endangered Species Act of 1973, 16 USC 1531 et seq. and following state law: South Dakota Endangered and Threatened Species Law, SDCL 34A-8-1-13. The Lessee shall not initiate projects that will impact state or federal endangered or threatened species without first providing notice to the State and receiving the State's (in the case of state listed species) and the U.S. Fish and Wildlife Service's (in the case of federal listed species) written consent.

b. The Lessee shall not take or disturb any state or federal threatened or endangered species. In the event that a state or federal listed species is taken by the Lessee, the Lessee shall immediately notify the State.

21. IMPROVEMENTS, CONSTRUCTION AND FACILITY REMOVAL

The Lessee, with the written approval of the State, may construct or install such equipment, structures, improvements, site modifications or vegetation necessary for the operation of the Leased Area. The State may require the Lessee and its sublessees to provide detailed construction plans for State review and approval, prior to authorization to proceed. State owned equipment or

structures located on or within the Leased Area may not be removed or destroyed without the written approval of the State.

22. OPERATION, MAINTENANCE AND INSPECTION STANDARDS

a. The Lessee shall maintain and operate the facilities in compliance with the terms and conditions of this Lease. The State has the right to inspect the lease property and facilities at any time subject to prior notice to the Lessee. Facilities and grounds including, but not limited to trails, playgrounds, ball fields, ball courts, fences and buildings shall be maintained in a manner that ensures public safety and in compliance with any and all applicable federal and state health and safety standards, rules, laws and regulations.

b. Removal or alteration of any species of vegetation on the premises must have prior written authorization from the Department.

23. RESIDENCE USE

Occupying any lands, buildings, vessels, vehicles or other facilities within the premises for the purpose of maintaining a full or part-time residence, abode, or living quarters is prohibited.

24. RATES

a. All rates and prices charged the public by the Lessee, its sublessees and licensees, must be reasonable and comparable to the fees, rates and charges charged for similar services in the region or outside the region if similar services are not provided in the region. The State may review any rates or charges and require adjustment of any that are not reasonable as specified above.

25. MODIFICATIONS

This Lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this Lease.

26. NO COMMITMENTS FOR FUTURE USE

This Lease does not commit the State to any renewals of the use authorized herein or to any future reuse or disposal and does not create any right or expectation for the Lessee or its sublessees or tenants to acquire the leased property.

27. CONTROLLING LAW

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

28. SEVERABILITY

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

29. SUPERCESSION

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

END OF AGREEMENT TEXT

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names this _____day of _____, 2014.

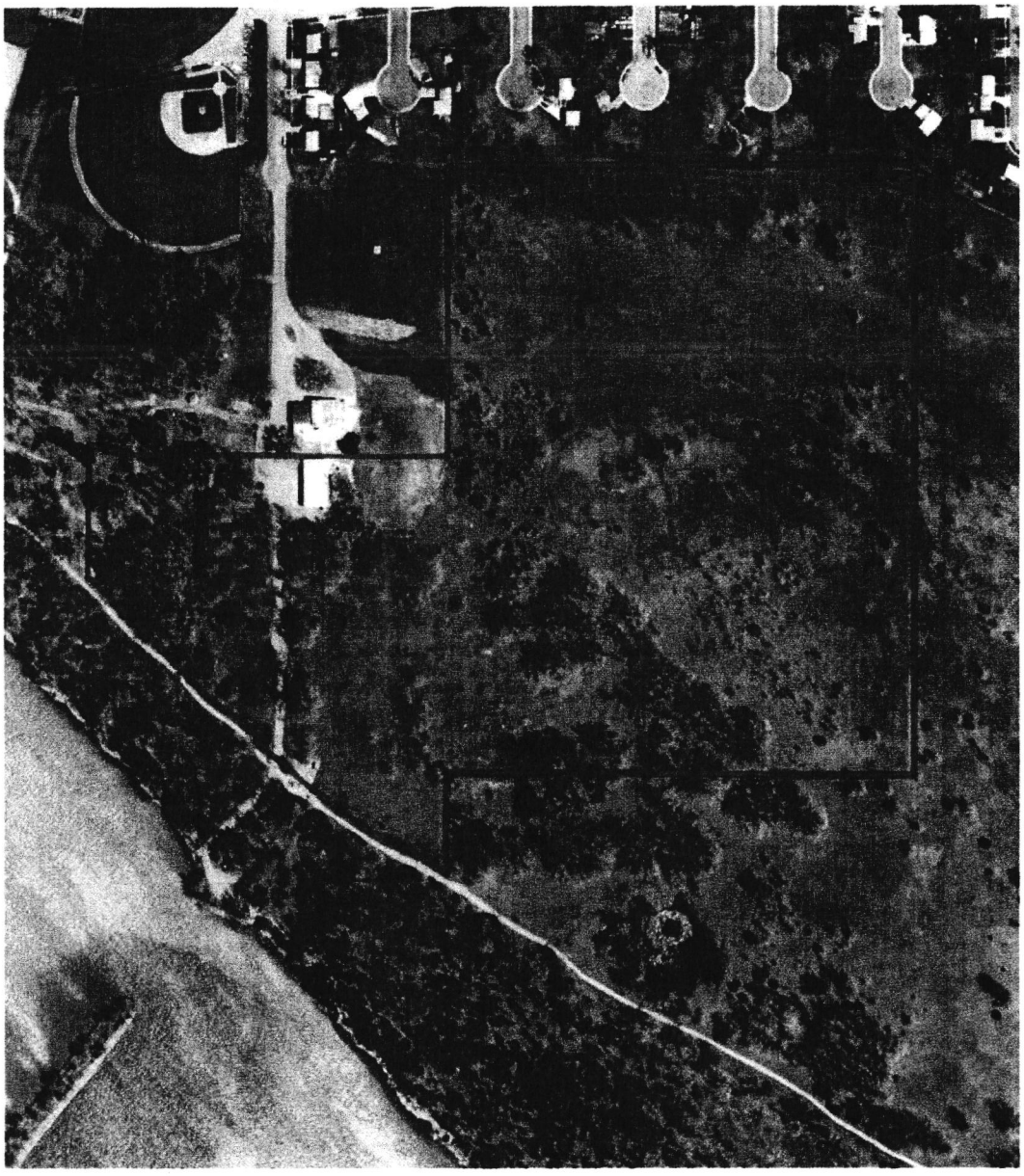
SOUTH DAKOTA DEPARTMENT OF GAME, FISH AND PARKS

_____
Douglas Hofer, Director,
Division of Parks and Recreation
(STATE)

THE SUNSHINE CHAPTER IZAAK WALTON LEAGUE

_____
John Henderson, President

"EXHIBIT A"
LEASE FOR PUBLIC PARK AND RECREATION PURPOSES
THE SUNSHINE CHAPTER IZAAK WALTON LEAGUE
LEASE AREA



SEVENTH AMENDMENT TO CONCESSION AGREEMENT
CUSTER STATE PARK RESORT

This SEVENTH AMENDMENT TO CONCESSION AGREEMENT between the South Dakota Department of Game, Fish and Parks ("Department"), 523 East Capitol, Pierre, South Dakota, 57501, and US Hotels and Resorts Management, Inc. and Regency CSP Ventures L.P., a South Dakota Limited Partnership, acting by and through US Hotels and Resorts Management, Inc., as its general partner ("Concessionaire"), 3211 West Sencore Drive, Sioux Falls, South Dakota, 57107.

WHEREAS, the Department entered into a Concession Lease Agreement on the 8th day of December, 2006 ("Concession Agreement"), to facilitate the operation of the four resorts at Custer State Park, hereinafter referred to as the "Resort"; and

WHEREAS, The Department and the Concessionaire subsequently entered into written amendments to the Concession Agreement on June 11, 2007, December 7, 2007, September 1, 2009, October 20, 2010, October 3, 2013 and June 11, 2014, respectively; and

WHEREAS, the Department and the Concessionaire have mutually agreed to a development master plan intended to improve existing resort facilities as well as add new visitor opportunities at Custer State Park; and

WHEREAS, the Concessionaire has requested a 5 year lease extension of the lease term in exchange for increased franchise fees to improve state owned resort facilities as well as investments in personal property related to master plan projects; and

WHEREAS, the Department, Game, Fish and Parks Commission and Concessionaire desire to formally pursue bonding authority from the 2015 South Dakota Legislature to facilitate the implementation of the 2014 Custer State Park Resort Master Plan.

IT IS THEREFORE AGREED that the Concession Lease Agreement dated December 8, 2006, between Department and the Concessionaire, as subsequently amended, is further amended as follows:

1. The Department agrees to propose legislation for $11,000,000 in bonding authority during the 2015 Legislative Session to implement projects in the 2014 Custer State Park Resort master plan. The list of projects will include three new reunion cabins and one Honeymoon cabin to be built in accordance with mutually agreeable designs which comply with all requirements set forth in Section 5 of the Concession Lease with the

remainder of the funds utilized for improving existing resort facilities and infrastructure.

2. Upon enactment of the legislation contemplated in Section 1 above, the Department shall contract the engineering, design and construction of the new master plan improvements. The revenue producing facilities as listed in Section 1(a) and (b) above are anticipated to be completed prior to May of 2016.

   The Department shall provide Concessionaire with formal written notice that it may assume management of the revenue producing facilities as listed in Section 1(a) and (b) at such time as Department obtains written verification of final construction completion from the Office of the State Engineer.

3. The Concessionaire must spend a minimum of $1,100,000 towards new FF&E (personal property) related to the new master plan facilities..

   All personal property expenditures shall be complete at such time Concessionaire assumes management of said facility pursuant to Section 2 above. Concessionaire shall submit to the Department for approval a detailed report of the costs incurred for providing personal property related to new master plan improvements. All receipts and invoices will be maintained by Concessionaire and submitted to Department upon request.

   Any and all amounts spent under this section on personal property related to new master plan improvements shall be independent of and in addition to the Personal Property Improvement Program requirement as contemplated in Section 15 of the Concession Agreement

4. Commencing on the date Concessionaire assumes management of the three reunion cabins and one honeymoon cabin as listed in Section 1(a) and (b), the Franchise Fee shall increase to 14.4% on all Gross Receipts for the remainder of the lease term. At such time, the first paragraph of Section 10 of the Concession Agreement shall be amended to read as follows:

   <u>Section 10: Fees</u>

   Franchise Fees: Concessionaire shall pay to the Department a franchise fee which shall be a sum of money equal to fourteen percent (14.4%) of all Gross Receipts during each year of the agreement term.

5. The Department will grant a 5 year extension of the lease term commencing on the date of completion of all requirements contained in Sections 1, 2, 3 & 4 above and further provided the Concessionaire is in full compliance with the terms established in the Concession Agreement.

At such time, Section 1 of the Concession agreement shall be amended to read as follows:

Section 10: Term of Agreement

(a) This Agreement shall commence on February 1, 2007, and terminate on January 31, 2027.

6. All structures constructed using bond authority funds contemplated in Section 1 above shall be designated as "Government Facilities" upon completion, at which time Exhibit A-3 will be amended to reflect such designation.

7. This Amendment shall go into effect at such time as the Legislature enacts the Department proposed bonding legislation for Custer State Park Resort master plan improvements as contemplated in Section 1. Should the legislation not be enacted, this Seventh Amendment shall immediately be deemed null and void and each party relieved of its obligations hereunder.

8. Except as modified by this Seventh Amendment to Concession Agreement, all other terms and conditions set forth in the Concession Lease Agreement dated December 8, 2006, as subsequently amended on June 11, 2007, December 7, 2007, September 1, 2009, October 20, 2010 and October 3, 2013, respectively, shall continue to remain in full force and effect.

END OF AGREEMENT TEXT

IN WITNESS WHEREOF, the parties hereto have executed this Seventh Amendment to Concession Agreement on this _____ day of _____, 2014.

SOUTH DAKOTA DEPARTMENT OF GAME, FISH AND PARKS

BY:_____ DATE:_____
Douglas Hofer, Director, Division of Parks and Recreation

CONCESSIONAIRE

BY:_____ DATE:_____
David Sweet, CEO
US Hotels and Resorts Management, Inc.

BY:_____ DATE:_____
David Sweet, CEO, US Hotels and Resorts Management, Inc.
As general partner of Regency CSP Ventures, L.P., a South Dakota Limited Partnership

Appendix F

Resolution 14-15

Bighorn sheep auction license approval

Whereas, the Game, Fish, and Parks Commission has promulgated rules to provide for a bighorn sheep license to be auctioned by a nonprofit conservation organization dedicated to big game management providing that at least three bighorn sheep licenses are made available; and

WHEREAS, applications submitted by nonprofit conservation organizations to auction a bighorn sheep license must meet the criteria and requirements outlined in rule established by the Game, Fish, and Parks Commission; and

WHEREAS, the Wild Sheep Foundation – Midwest Chapter has submitted a letter of application and supportive information which meets the requirements outlined by the Commission in the Black Hills Bighorn Sheep Hunting Season rules (ARSD Chapter 41:06:56);

Now, therefore let it be resolved that, the Game, Fish, and Parks Commission accept and approve the application submitted by the Wild Sheep Foundation – Midwest Chapter.

Be it further resolved, that the Game, Fish, and Parks Commission approves and authorizes the Department Secretary to issue one bighorn sheep auction license to the successful purchaser as submitted by the Wild Sheep Foundation – Midwest Chapter to the Department of Game, Fish, and Parks.

appendix G

RESOLUTION 14 - 14

WHEREAS, the State of South Dakota, acting by and through its Department of Transportation (DOT), has expressed a desire to sell the following described surplus real property to the Department of Game, Fish, and Parks (GFP):

Lot A in the Northeast Quarter of Section Twenty-three, (NE¼ 23), Township One Hundred Twenty-two North (122N), Range Fifty-three West (53W) of the 5th P.M., lying north of Highway US 12, Day County, South Dakota, referred to hereafter as OWENS CREEK GPA ADDITION, and

The West 230 feet of the East Half (E1/2) of Lot 5, in Section Thirty-three (33), Township One Hundred Twenty-two North (122N), Range Fifty-four West (54W) of the 5th P.M., Day County, South Dakota, less Lot H2, referred to hereafter as HEROLD-STANLEY WAA ADDITION; and

WHEREAS, pursuant to the authority granted it in SDCL 41-2-19, GFP wishes to acquire the OWENS CREEK GPA ADDITION property from DOT to utilize as a Game Production Area; and

WHEREAS, pursuant to the authority granted it in SDCL 41-2-19, GFP wishes to acquire the HEROLD-STANLEY WAA ADDITION property from DOT to utilize as a Water Access Area; and

WHEREAS, pursuant to the authority granted it in SDCL 31-2-27 and ARSD §§ 10:02:01:03 and 10:02:01:04, DOT may make sales of surplus real property directly to other state agencies, departments, or political subdivisions, which sales do not require notice or advertisement for bid requirements or time of sale requirements;

NOW, THEREFORE, BE IT RESOLVED, that GFP is authorized to complete negotiations for the purchase of the OWENS CREEK GPA ADDITION property and the HEROLD-STANLEY WAA ADDITION property, and execute and consummate an agreement with DOT, which is acceptable to GFP to acquire by purchase, at the price of $70.00, the OWENS CREEK GPA ADDITION property for use as a Game Production Area, and the HEROLD-STANLEY WAA ADDITION property for use as a Water Access Area.

Public Hearing Minutes of the Game, Fish, and Parks Commission
December 11, 2014

Public Hearing Officer Emmett Keyser began the public hearing at 2 p.m. at the Fort Pierre Holiday Inn Express Convention room.

Officer Keyser stated that on October 27 the Commission received a petition from William Donovan of Harrisburg requesting to open all inland waters of South Dakota to spearfishing/bow fishing of game fish; open boundary waters to seasons that match adjoining states spearing laws; and to make the season the same as hook and line, open January 1 and end the last day of December. The Commission took action at their November meeting to accept the petition as a proposal and to accept public comment at this time.

Keyser indicated all written testimony had been provided to the Commission prior to this meeting and would be reflected in the minutes. Persons wishing to provide oral testimony on statewide spearfishing of game fish were to provide their name, city, and state as well as any organization they may be representing on the sheet at the microphone; introduce themselves; and keep their comments to three-five minutes.

Keyser indicated 49 comments in favor and 93 comments opposing the proposal were received and provided to the Commissioners. A table with 25 names opposing that all waters statewide be open for spearfishing was received and one letter of comment was germane.

Statewide spearfishing for game fish

Oral testimony:

First man opposes proposal of spearfishing the small fish in Pactola and provided examples of his concern. Management of fish, slow growth, snagging, and other things do have an impact on the fish population and growth. Fishing is a sport not a harvest and don't have to spearfish to enjoy scuba diving and does not need to be game fish. He had a question about using lights at night and marking of ice spearing holes at night for northern and what to do about identification of these sites. He question about process.

Dugan Peterson of Ft. Pierre, SD, representing SD Walleyes Unlimited shared that 175 paid members of SD MN WY and opposes the proposed rule to open spearfishing statewide year round and provided a letter of statement with reason and is included in written comment.

Caleb Gilkerson of Pierre, SD, stated his 41st season of Steam boat scuba shop and that lake trout in the hills and divers pose no threat to them and trout are not seen in Oahe this should not have an impact on them. Salmon and lake trout have no divers pursuing them and are not a target dive boats do not make a real impact on the fish and many lakes will have a short dive season and the extended season would have no impact on any species of fish. He would like for Spearfishermen would like to have same opportunity as hook and line fishermen.

Chris Hesla, of Pierre, SD, representing the South Dakota Wildlife Federation is not opposed to the current form and is opposed to the proposed changes. SDWF

believes this is a social not biological issue and that this would increase conflicts. Spearfishing is a good sport, ethical sport, expensive sport and current rule is adequate and opposes changes.

Paul Lepisto of Pierre, SD, and representing the Izaak Walton commented and provided written comment. He read the letter that opposes the proposed rule change as this is not a biological issue but social.

Steve Rounds, of Pierre, SD, Oahe Marina Resort owner, and his business relies on both spear fishermen and hook and line fishermen; and this is a common sense issue, a kill is a kill, and the taking of a fish a sport and all should have the same opportunity with their fishing license. He hears fishermen on both sides arguing who was bothering who. Ethics is important and if everyone used ethics the problems would be minimal. Spear fishermen will bring up junk from the bottom of the lake and realize importance of the resource. Rounds indicated he doesn't want spearfishing tournaments not to happen due to no opportunity to take fish. Spear fishermen can take only four walleye; other fishermen will catch and release until they get their four.

David Bechard of Pierre, SD, stated he doesn't spearfish but his son does. Spearfishers can determine the size before he takes a fish and can take only his limit. Spearfishing is a hard sport; and hook and line fishermen leave lots of small fish due to bringing them up from deep water and then release the fish. He questioned the additional fee for spearing. Spearing is not an easy task and takes a great skill; and can fill only what is allowed with a fishing license.

Bill Donovan of Sioux Falls, SD, stated today may resolve this issue. He has read all comments and listened to testimony. He is amazed the ignorance of people on something they don't know about and how is easy to point fingers. Spearfishing is the ultimate hook and release program and he did not shoot a fish the first eight days of the season that he spear fish. He is asking to open the big lakes especially in eastern SD for scuba divers. He wants the Missouri River to be opened. He supports the proposed changes.

Douglas Brockhaus of Sioux Falls, SD, he believes spearfishing problems are centered in the Pierre area and he wanted to hear the local folk's perspective of the problems. He asked to expand the number of lakes and resources available for spearfishing. He indicated the proposal could be slightly flawed, and could trout streams and brooks be modified? He stated the need to start somewhere and he supports the expansion of the area open to spearfishing.

Dick Behl of Scotland, SD, stated he is a hook and line fisherman and a certified scuba diver as is his children. Spearfishing is just one little part of scuba diving which is a fun opportunity; and the proposal expands the opportunity in SD for the people who what to do it. He is concerned about the lack of understating of spearfishing especially in Pierre. Spearfishing is concentrated in the areas of clear water on the Missouri River and some smaller lakes that have clear water in order. Scuba divers want to enjoy diving locally where possible this is the right time to make this change.

Jim Cook of Sioux Falls, SD, stated he is a hook and line fisherman and scuba dives and he would like to open Lake Madison to dive when the water is clear just as on Pickeral Lake. He is going to dive at the time the waters are clear and opening them to spearfishing is not going to make a difference to when he dives.

David McGuire of Laverne, MN, indicated he dives and is a guide with Donavon's dive shop and in four years of diving in the Pierre area he has not seen one salmon. It is hard to explain about diving and when visibility is zero and divers will not shoot a spear in these waters because can't see what is below. Some lakes may have three or four days a year with good visibility for diving; thus most of the opportunity will remain on Oahe. He no longer deer hunts or hook and line fishes since he began spearing and urged the approval of changes.

Written testimony:

Paul Kruse of Brookings, SD, emailed: "...I feel this is a great recreation al hobby and a win win for hunters and fisherman...Please pass this."

Dick D. Behl of Scotland, SD, emailed: "I would like to comment on and support a petition that has been presented to the Commission for consideration that would open spearfishing to all inland lakes and boundary waters of the state. I do not feel that restricting spearfishing to certain times of the year or to certain lakes is fair...Therefore I would ask that you make the necessary changes."

Victor Herrick of Hereford, AZ, emailed: "I urge you to open more opportunity for spear fishers...thank you for your careful consideration and supporting spear fishing as another ethical and sporting endeavor in the conservative management of SD fisheries."

R. J. Gebauer of Sioux Falls, SD, emailed: "Yes please allow spear fishing."

Mike McGuire of Grand Junction, CO, Secretary of the Rocky Mountain Spearfishing Association (RMSA) emailed: "We have 189 members...and would like to be on record as supporting the opening of all lakes to full bag limits, just as rod and reel fishermen are allowed..."

Chris Lidel of Sioux Falls, SD, emailed: "I am 100% for the rule change on spearfishing to include all year and all waters...Please change the rules and make spearfishing even more enjoyable!"

John McManigal of Rapid City, SD, emailed: "...my opinion is to not allow regulation to change and allow the spearfishing. Please keep the regulations as is."

Dorin Hemmelman of Sioux Falls, SD, emailed: "I recently noticed that there has been a proposal to expand the season and waters that would be allowed for this sport. I must applaud this action, and hope that this will be put into place very soon. By implementing this proposal, the opportunity for existing spear fishermen will expand and allow new folks to take up this enjoyable sport."

Darren E. Wendling of Brooking, SD, emailed: "I am very much in favor of this for I am a spearfisherman and would like to have this opportunity."

Kevin Bruzelius of Pierre, SD, emailed: "I would be in favor of and think it's a good idea to have it open all season long..."

Dan Eichacker of Lennox, SD, emailed: "I am [in] agreement with the proposal..."

Scott Pretzer of Fort Pierre, SD, emailed: "...I am adamantly opposed to any changes in the current SD rules governing spearfishing of game fish..."

Adam Rinas of Sisseton, SD, emailed: "My opinion is to keep it northerns and catfish and allow it on boundary waters too. But keep the season the same."

Jerry Newman of Rapid City, SD, emailed: "I would also go on record as opposing spearfishing in the Black Hills streams and small lake..."

David Hulkonen of Vermillion, SD, emailed: "I absolutely oppose additional spear fishing of game species..."

Robert Nelson of Brandon, SD, emailed: "I support this proposal..."

Ken Nyberg of Mitchell, SD, emailed: "Please leave the spar-bow regulations as is..."

Timothy Staples, of Sioux Falls, SD, emailed: "I just started spearfishing this last summer...If you would adopt this proposal it would make life a lot easier and more fun. Also I think if this proposal is adopted then more people would try spearfishing..."

Matt G. Decker of Alcester, SD, emailed: "I'm in favor of the proposed changes..."

Jim Gruber of Estelline, SD, emailed: "I am continually amazed by the continued effort of a few to break something that is not broken. I ask one question, simply why would we want to ruin a good fishery to satisfy a few? Has anyone even considered how the current fisher would be devastated by such a lousey law..."

Jay Heib of Rapid City, SD, emailed: "I am strongly opposed to this proposal and would advise leaving the spearfishing regulations off limits for game fish."

Everett Hoyt of Rapid City, SD, emailed: "I would like to go on record with SDGFP to express most strongly my opposition to the recent announced proposed rule which would permit spearfishing of game fish in trout streams in the Black Hills-and most particularly in the catch-and-release sections and spawning areas of Black Hills streams!..."

Charles Ross of Pierre, SD, emailed: "I was shocked in reading your proposal for opening the taking of game fish to spear guns and arrows on a year round basis...This is not an appropriate proposal."

Mark Burket of Platte, SD, emailed: "Please accept this as written comment to support the change in the State's pear fishing rules..."

Julian L. Meuer of Webster, SD, emailed: "I normally read these types of things and have no real feelings either way...Could be that there are Social and Biological issues involved. Or could be that no reasons for the current regulations exist."

Darwin K. Jones of Rapid City, SD emailed: "As a citizen of South Dakota holding a valid fishing license in South Dakota I would be full supportive of rules allowing year round spearfish, bow fishing of game fish and rough fish in all inland waters in South Dakota."

James R. Hawke of Rapid City, SD, emailed: "...I emphatically oppose spearfishing on all streams within the Black Hills for cold water species of fish and wish to go on record in oppos9ition of the proposal."

Cal Walsh of Hermosa, SD, emailed: "...fishing pressure on our lakes is also increasing, and I do not believe we need the added pressure of spearfishing for our game fish, anywhere in SD..."

Levi Keehn of Deadwood, SD, emailed: "I do not agree with the new proposal...I do not think the proposal in its current form is in the best interest of the state...I ask of you today not to pass new regulations that will blanket every water system..."

Mathew Schillinger of Stratford, WI, emailed: "Just showing my appreciation for the rule proposal on spearfishing and bow fishing of game fish in the State of South Dakota. It is so great to see a State work with others on setting new rules in support of the sport of bowfishing..."

Michael Lees of Rapid City, SD, emailed: "I would like to go on record with South Dakota Game Fish and Parks to express my strong opposition to the recently announced proposed rule which would permit spearfishing of game fish in trout streams in the Black Hills..."

Irene Zacher of Lead, SD, emailed: "if you legalize that snagging should be legal too-maybe netting too-, not much difference, taking them without them biting."

Bill Coburn of Spearfish, SD, emailed: "I would like to officially go on record that I strongly oppose the proposed rule that would allow spear and bow fishing for trout in the Black Hills..."

Nate Kolhoff of Sioux Falls, SD, emailed: "...if spearfishing is made legal for all game, fish,...I feel like it defeats the purpose of fishing..."

Han Stephenson of Rapid City, SD, emailed: "I am writing to go on record with SDGFP to voice opposition to the proposed rule that would allow spearfishing of game fish in the Black Hills trout fisheries..."

Bonnie and Jack Edwards of Rapid City, SD, emailed: "...strongly oppose the rule permitting spear fishing of game fish in trout streams in the Black Hills..."

Jim Lilienthal of MN DNR Fisheries emailed: "...Muskellung are a long fish that exist in low density. Encouraging harvest by any method will diminish SD ability to provide a reasonable reusable trophy fishery...It is much too valuable a fishery to be harvested just once."

Dick Muth of Mitchell, SD, emailed: "I fully support the proposal to allow spear fishing in all South Dakota waters on a year around basis. I'm a avid scuba diver and this would open up more opportunities."

Robert Matthies of Hartford, SD, emailed: "My wife, Teresa, and I are both certified spear fisherman. We don't do much of it in South Dakota because of the driving distance. Because we have to travel to enjoy this sport, trips to warmer climates are scheduled. Having game fish spearing more accessible in South Dakota would certainly prompt us to more here. Thank you for your consideration on this matter."

Dylan Patrick Cavanaugh of Aberdeen, SD, emailed: "I like the new proposal...in my opinion opening up a year round bowhfishing/spearing season for game fish on all lakes isn't going to have a huge impact on the quantity/quality of fish in our lakes...I for one would like the opportunity to take some new species with my bow, so I'm all for the regulation changes."

Rick Christensen of Sioux Falls, SD, emailed: "I am in favor of the spearfishing proposal..."

Kurt Hansen of Sioux Falls, SD, emailed: "I vote against it!"

Doug Muth of Sioux Falls, SD, emailed: "I support the proposal you are considering to allow spear fishing in all South Dakota lakes on a year round basis."

Dwayne Klarenbeek of Sioux Falls, SD, emailed: "...I am in favor of opening all South Dakota waters to Spearing."

Russ and Isaac Oetten of Brookings, SD, wrote: My son and I want to say a big thank you for having a spearfishing season and if you do decide to open it up to all game fish, well, I can't find the words but wow, that would be awesome!!!"

Mark Land of Cantersville, GA, emailed: "...I applaud you on your efforts and consideration to expand these opportunities for all sportsmen and not just for the limited few and will be following and hoping for a positive outcome on this."

Kelly Koistinen from Rapid City, SD, emailed: "...A vote for spearing fish legally is a vote to open Pandora's Box and another battle to restore the fisheries of South Dakota after the killing of our walleye population. Leave the tradition of fishing here in this state the way it is, and vote this down..."

Eugene Pluth of Rapid City, SD, emailed: "Please enter my objection to this proposal, current opportunities are more than adequate."

Brian Slack of Sioux Falls, SD, emailed: "...I feel that this is a mistake...I urge you to not pass this rule change."

Darin Haider of Volga, SD, emailed: "I am in favor of the proposed statewide, year round bow fishing and spearing of game fish..."

James R. Sherman of Sturgis, SD, emailed: "I would like to officially go on record that I strongly oppose the proposed rule that would allow spear and bow fishing for fish in the lakes of South Dakota..."

Jeff Olson of Rapid City, SD, emailed: "The Black Hills Sportsmen's Club met last night [Nov 17, 2014] to discuss the petition presented to you last month on spear fishing all game fish year round on all SD waters. We strongly urge you not to finalize this petition at your next meeting...Please deny this petition."

Leonard Spomer of Pierre, SD, emailed: "...I would encourage [you] to leave the rules as they are..."

Mike Muth of Sioux Falls, SD, emailed: "I support the proposal to allow spearfishing in all South Dakota lakes on year round."

Jason Jacobs of St. Cloud, MN, emailed: "I strongly OPPOSE the proposal for statewide, year-round season for spearing and bow fishing of game fish..."

LaMoyne W. Darnall of Rapid City, SD emailed: "...Please do not support the proposed change to the already too liberal regulations pertaining to bow fishing and divers."

Bryan Thompson of Minnetonka, MN, emailed: "I saw this posted today and would like to request you do not allow a statewide spearing program..."

Bruce A. Kitowski of Waite Park, MN, and President of the St. Cloud Chapter of Muskies Inc. emailed: "I have just been informed that the state is considering opening spearing to all game fish. I am totally against this and cannot believe this is even being considered. If this law passes I will not be visiting your state anymore. Which I do twice a year. I have passed this on to many, many people and I know they are all against it."

Kurt Hansen of Sioux Falls, SD, emailed: "I'm totally against any new spearing or bowfishing seasons or areas...I'd like to also ask that bordering state's that have closed seasons will not be allowed to fish our water's during that time."

James Propst of Huron, SD, emailed: "I see no need for widening of lengthening the spearing season..."

Jake Rehnstrom of Watertown, SD, emailed: "After reading your proposal to allow game fish spearing in all inland waters for all species in the state of South Dakota I am concerned about allowing such regulations on waters that contain muskies as these fish could be easily targeted through the ice or when they are attempting to spawn in the spring and due to the length of time it takes for these fish to reach trophy size I fear that allowing this would decimate the current growing populations that we have of these wonderful fish."

Justin Allen of Pierre, SD, emailed: "Please vote against the statewide spearfishing proposal of game fish..."

Nick DeBoer of Winsted, MN, emailed: "...There are already plenty of spearing opportunities on the Missouri River system for walleyes etc. and plenty of northern pike options throughout the state. No reason to increase harvest on waters that are seeing an increasing amount of harvest pressure."

Corey Arvidson, Lake Preston, SD, emailed: "I think this is an excellent idea..."

David J. Velleux of Rapid City, SD, emailed: "...I am totally against this spear fishing proposal..."

Gary Roth of Aberdeen, SD, emailed: "Please add my voice in OPPOSITION to amending the spearfishing regulations to include all waters of the State of South Dakota...NO on expansion of spearfishing in all waters of the state."

Mark Zacher of Rapid City, SD, emailed: "...I feel as well as many others this could very much hurt the Large Mouth and Small Mouth Bass population...Please consider my concerns and help protect our Bass waters."

Darin Finley of Rapid City, SD, emailed: "...I am a Bass fisherman and hearing about this proposal has me very upset that you as the GFP service of SD thinking of opening a state wide season on spearfishing, the consequences of this happing will be detrimental to you and to the state! Think this out before you decide to make this happen."

Jim Forrette of Milbank, SD, emailed: "...DO NOT BEND OR BREAK just because of a few spear fishing freaks want the rights to kill fish in every lake in South Dakota..."

Jerry Soholt of Sioux Falls, SD, emailed: "...I would like you to consider a yes vote in favor of allowing scuba divers the opportunity to spearfish statewide..."

David Seibel of Britton, SD, emailed: "My vote is no on opening the spearing of all game fish in the state...Please vote no."

Joanne Hegg of Mitchell, SD, emailed: "So because a few fishermen want to spear their fish, you are going to grant this crazy idea?..."

Bill Hegemeyer of Dakota Dunes, SD, emailed: "spearing game fish is the wrong answer-sounds like some third world country-spear carp, there should be plenty of those-."

Michael E. Wheaton of Sioux Falls, SD, emailed: "I am writing to express concern about the proposed spear fishing changes. I would be concerned particularly about the vulnerability of trout in the Black Hills streams where water flows can be low and fish easier to spot and take by spear..."

Steve Rickenbaugh of Sioux Falls, SD, emailed: "I do scuba diving on the Missouri and take part in the spearfishing, and would like to see the dates be changed just like the hook and line fishing season..."

Rodney Melcher of Black Hawk, SD, emailed: "...Spearfishing will dampen my outlook on catch and release fishing knowing that one day that bass I just landed may have the chance to be the Big Bass of the day..."

Chuck Byrum of Highmore, SD, emailed: "I still cannot believe you ever started spearfishing game fish! So, therefore, I am still adamantly against your even considering extending it."

Roger Brown of Sisseton, SD, emailed: "Carp, OK, otherwise no it is not needed and is of little benefit to wildlife management..."

Marc C. Schmitz of Pierre, SD, emailed: "I believe strongly that expanding fish spearing will hurt our fisheries, but more detrimental, damage our reputation as a state that caters to out-of-state recreational fisherman which are the people that bring real money to South Dakota and the GFP."

Mark Widman, of Tea, SD, emailed: "I am asking you to vote "No" on expanding the spearfishing proposal..."

Jef Whittle of Rapid City, SD, emailed: "...I feel that we: spear fishermen/women should have the same season, limits and lakes as all other fishermen/women..."

Calvin T. Modlin of Rapid City, SD, emailed: "...I feel that the season set is adequate and that not all species or waters should be opened to spear and bow fishing."

Larry Smith of Rapid City, SD, emailed: "I oppose opening up all South Dakota waters to spearfishing..."

Jeff Brown, representing the SD BASS Federation emailed: "...favor of the year-round regulations as it makes the rules simple and easy to understand and easier for law enforcement...and oppose the allowing of spearing of game fish as it reduces the "value" to the public..."

Conor McMahon of Rapid City, SD, emailed: "I would like to voice my strong opposition to the proposal to expand Spearfishing to all inland waters...I sincerely hope that the commissioners will not allow spearfishing for trout or any other game fish in the Black Hills."

Larry Russell of Chamberlain, SD, emailed: "This message is to notify you not only my personal opposition to the proposal..."

Phillip Risnes of Hartford, SD, emailed: "...I would ask you to keep the existing regulations in place as they are in 2014. No change."

Glenn Imberi of Aberdeen, SD, emailed: "Please do not change the current Spear fishing Regulations..."

Cody L. Warren of Box Elder, SD, emailed: "I would like to add my support AGAINST the opening of spear and bow fishing statewide and on all bodies of water..."

Brent Larsen of Spearfish, SD, emailed: "I think this is awesome what a great and wonderful way to give more family's another excuse to get up off of the couch and get outside and enjoy the great outdoors..."

Bob Wruck of Sartell, MN, emailed: "...I believe opening up the spearing year round for game fish will impact the quality of fishing. I could very easily be an abused privilege given to the public."

Al Arendt of Valley Springs, SD, emailed: "Spear and bow fishing should not be allowed on all inland waters as proposed..."

Larry C. Talley of Rapid City, SD, emailed: "As an avid traditional fisherman I write to you in protest to the proposed regulation change to allow spearing and bowfishing of all game fish species (except paddle fish and sturgeon) in all inland waters...Please do not support the proposed change to the already too liberal regulations pertaining to divers and bowfishing."

Lucas and Maria Van Oeveren of Sioux Falls, SD, emailed: "...we are adamantly opposed to the proposed year round spearfishing proposal..."

Terry Walter of Pierre, SD, emailed: "...I am opposed to the proposed rule change to allow spear and bow fishing year round of all game fish in South Dakota on all public waters/ice...I am not opposed to expanding the current June 15 to March 15 spear/bow fishing season to other public waters that are currently restricted. I also am not opposed to allowing year round spear and bow fishing to fish species that I categorize as "rough fish", such as carp gar, catfish, and the like, but not for walleye, northern pike, bass, crappie, blue gill, etc."

Richard Ellenbecker of Sioux Falls, SD, emailed: "Please do not allow year round spearing on Lake Cochran...limited number of large fish and this population could be decimated by heavy spear hunting pressure."

Blake Hoffman of Sioux Falls, SD, emailed: "I'm writing to express my support for year round game fish spearing statewide..."

Dougo Mitchell of Pierre, SD, emailed: "I want to officially oppose the proposed spearfishing regulation to open it state wide..."

Keith Reiners of Mitchell, SD, emailed: "...Please include me on the list that is supporting spearfishing state wide..."

Lucas T. Nogelmeier of Watertown, SD, emailed: "...I do not know all of the details of the proposal, but my concern would be damaging the female population during the spawn..."

Tom Satrang of Sisseton, SD, emailed: "The proposal to open spearing state wide to all inland waters is a crazy proposal and is not in the best interest of our SD fisheries. I have not talked to one SD fisherman that supports this idea."

Kyle Krause of Rapid City, SD, emailed: "...I would suggest that bow and spearfishing not be allowed in streams within the Black Hills Trout Management Area."

Donald Williamson of Whitewood, SD, emailed: "...Let's just give it a try and see how it goes I'm very proud of South Dakota considering getting rid of some rules rather than adding it..."

Tom Black of Aberdeen, SD, emailed: "I am writing in opposition to the proposal to change the spearfishing and bowfishing seasons...Please vote in opposition to this proposal."

Darin Williamson of Bryant, SD, emailed: "I would like my name to be added to the long list of bow and spear fishermen that want to share the same rights on the same bodies of water as hook and line fishermen. Please make this law to include all bodies of water open to fishing, also open to spearing or bow fishing."

Brandon Efraimson of DeSmet, SD, emailed: "Open up all the lakes in South Dakota to spearfishing I would like the same opportunity as rod and reel fisherman."

Brook Wendling of Bryant, SD, emailed: "This is something that I feel has been a long time coming as it is a popular sport with a limited area to practice it..."

James A. Ekholm of Gary, SD, emailed: "I am opposed to the loosening of South Dakota fishing regulations to include the spearing of game fish..."

Connie and Dean Maeyaert of Gary, SD, emailed: "I am opposed to the loosening of South Dakota fishing regulations to include the spearing of game fish..."

Gary and Marlys Wickre of Britton, SD, emailed: "oppose the state wide proposal of spearing all game fish year round..."

Steve Rysdon of Pierre, SD, emailed: "I'm in total support of changing the laws in favor of spear fishing throughout the state..."

Ron Kolbeck of Sioux Falls, SD, Treasurer of the McCook County Wildlife Club emailed: "I presented the proposal at the regular monthly meeting of the McCook County Wildlife Club. The club voted to officially express opposition to the proposal..."

Leo Flynn of Rapid City, SD, emailed: "would like to briefly voice my opposition to this proposed expansion...I am not in favor of significant expansion of this in other freshwater bodies as well."

Russell D. Eng of Sioux Falls, SD, emailed: "I am dismayed that you are considering allowing spear fishing on South Dakota lakes such as Cochrane...I hope you will discard this idea as unnecessary and potentially dangerous."

Dan Driscoll of Rapid City, SD, emailed: "I would like to voice my opposition to the proposed spearfishing liberalization..."

Gary Wickre, Secretary of the Marshall County Sportsman's Club wrote a letter indicating the club members oppose this proposal with reasons.

Richard J. Ellenbecker of Sioux Falls, SD, wrote "...Please do not allow year round spearing of game fish..."

Deb Boulton of Porter, MN, emailed: "I am opposed to the changing of the South Dakota fishing regulations to include the spearing of game fish..."

Larry Picek of Huron, SD, emailed: "...I am excited about the possibility of exploring different bodies of water while enjoying the sport of spear fishing along with camping indifferent state parks."

Mark Malone of Pierre, SD, emailed: "I am writing in support of the proposed rule changes..."

Jeff Hodges of Pierre, SD, emailed: "I am not a diver or a spear fishing enthusiast. I am however in support of those that are interested in this to be able to do it where ever they please..."

Ty Smith of Warner, SD, emailed: "...I support this new proposal..."

Wade Gubrud of Gary, SD, emailed: "I am opposed to the statewide/multiple species spearing proposal..."

Dean Peterson of North Mankato, MN, emailed: "Recently, I heard there is a current proposal in South Dakota to allow spearing of muskies. I would definitely be against that..."

Steve Nedved of Mitchell, SD, emailed: "I am writing in support of the proposed changes to the spearfishing rules..."

John Appelen of Gary, SD, emailed: "...residents of Lake Cochrane and are against any plans for the spearing of game fish on this lake..."

A petition with twenty-one names was received opposing year-round game fish spearing on all inland waters.

Patricia A. Meyer of Brookings, SD, emailed: "...I want to clearly state that I am opposed to the proposal to allow spearing and bow fishing of game fish species..."

Harlow Lundquist of Garretson, SD, emailed: "We feel it would be great if the regulations were changed to allow spearing and bowfishing of all game fish species (except paddlefish and sturgeon) in all inland waters..."

Dr. David M. Meyer of Brookings, SD, emailed: "I want to state that I am opposed to the proposal to allow spearing and bow fishing of game fish species..."

Douglas Brockhouse of Sioux Falls, SD, emailed: "...The proposal to pen the spearfishing season to the entire year is reasonable. Opening the entire state is

reasonable. The boundary waters and interaction with the bordering states is a bit confusing but a plan can be put into place to cover those areas."

Robert G. Barden of Pierre, SD, emailed: "...I do not believe that expanding the areas for spearfishing and bow fishing of game fish is a good idea...I am sure that there are many other considerations for other areas but these reasons alone are sufficient for me to respectfully request that you deny this petition."

Sam Nachtigal of Platte, SD, wrote: "...I hope the Commission will take into account that if spearfishing is allowed to expand to the extent our hook and line friends already enjoy and problems do arise, you will be able to implement appropriate remedies the next year."

Lowell Swedlund of Custer, SD, emailed: "Yes! Yes! Let's allow bowfishing of all game fish. Maybe even expanding it to shooting with up to .30 caliber, netting, electro-shocking, etc. Kids could trade in their trusty Zebco's for a new $1,000 Matthews Bow and really learn the thrill of killing the "big one"..."

Rob Zeller of Gary, SD, emailed: "I reside on Lake Cochran and OPPOSE spear fishing on Lake Cochrane."

Doug Klinski of Black Hawk, SD, emailed: "I applaud your efforts to expand the sport of bowfishing...I would vote against bowfishing in all streams..."

Bridgitte and Charles Staudenmaier of Sioux Falls, SD, emailed the petition form to Oppose Year-Round Game Fish Spearing on All Inland Water.

Daryle Fuhrman of Aberdeen, SD, emailed: "I am in favor of opening spearfishing year round in all bodies of water."

Gon Sanchez of Fort Pierre, SD, emailed: "...I am not in favor of the proposed rule changes."

Sam Kinstle of Rapid City, SD, emailed: "I have been spearing and fishing most of my life...I believe that it is also not fair for people who only spear to not have the same opportunities as fishermen."

Michael Ambur of Presho, SD, emailed: "...Having the spearfishing/bow fishing season open during the spawn would be ridiculous!..."

Dave Johnson of Watertown, SD, emailed: "I'm concerned that the proposed amendment could be detrimental to game fish populations..."

Siebert and Judi Dorhout of Gary, SD, emailed: "I am against fish taken by arrows...I ask to [you] to consider not to vote"

Jim Christianson of Gary, SD, emailed: "I am opposed to the proposal to allow spearing and bow fishing of game fish species..."

Ken Buck of Peever, SD, emailed: "I am very much opposed to such a proposal...Please vote no on this proposal."

Woody Tiggelaar of Sioux Falls, SD, emailed: "...Please leave the spearing regulations that are in place alone."

Jeff Whillock of Aberdeen, SD, emailed: "I am writing to encourage the expansion of spearfishing throughout the state...I would greatly enjoy the opportunity to spearfish throughout the state rather than having limited areas in which to fish for gamefish..."

Taylor Jones of Milbank, SD, emailed: "...The expansion of which will only help our state and make it more appealing to live in. I plead that you open spearfishing statewide."

Seamus W. Culhane of Watertown, SD, wrote: "...I am writing to ask for your support of the measure, whether it be the current proposal or some modification thereof, to allow those of us that do live somewhere other than the Missouri River and enjoy the challenge and enjoyment of spear fishing."

Charlie Moore of Madison, SD, emailed: "I am writing in opposition to the proposal to change both the spearfishing and bowfishing seasons...to a statewide wide opening...allowing them to harvest all game fish at the same time..."

Chad Johnson of Colton, SD, wrote: "I am asking for the season to match the current fishing season..."

Andy Vandel of Pierre, SD, emailed: "I would like to express my support of the spearfishing proposal..."

Alan Rau of Java, SD, emailed: "I think all waters should be opened to spear fishing in SD...Please pass this ruling."

David Sunde of Sioux Falls, SD, emailed: "I see no valid reason based on my experience and the study showing no impact not to pen up spearfishing all year. I was in favor for opening up the season on all lakes, however, I changed my mind, I believe we need to take a better look at that.

Ken Sinner of Watertown, SD, emailed: "If you are going to look at opening up game fish spearing..."

James Platt of Rapid City, SD, emailed: "...this proposal on open season on all game fish as I see it, could and will become a very big problem on all our SD bass population. Please reconsider state wide open game fishery's on spear & bow fishing."

Mark Haugan of Pierre, SD, emailed: "I am in favor of the proposed changes to the spearing regulations to open up more waters to the spearing community..."

Robert Akerson of Rapid City, SD, wrote: "I am writing to express opposition to the proposal for spearing of all gamefish in all South Dakota waters..."

Dan Plut of Brandon, SD, emailed: "...I ask you to reject this proposal..."

Respectfully submitted,

Jeffrey R. Vonk, Department Secretary

GAME, FISH & PARKS
523 East Capital
Pierre, SD 57501
(605)773-4510
Fax (605)773-6245
John.Sayler@state.sd.us

4

REQUEST FOR LISTS OF LICENSE HOLDERS

Application for exception to regular fee

Type of List Requested_Names and addresses of hunters and anglers (two separate lists) 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 & Visitor 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: lries@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 this list. 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 <u>one-time use only</u> and are to be used only by the person, entity or organization approved per this request.

Lois Ries, CVB Director 1/6/2015

Authorized Signature of Purchaser Date

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

Type of List Requested__All Elk (Black Hills & Custer Park) license applicants from Sioux Falls & surrounding areas, Brandon, Tea, Canton, Harrisburg, Salem, Madison, Dell Rapids,

Number of licenses in list 1500??

Name of Person, Entity, or Organization requesting list:
Rocky Mountain Elk Foundation

Address of Person, Entity, or Organization:
Brett Buchheim, 27305 Meadow Ridge Road, Harrisburg, SD 57032

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

Email Address: bbuchheim@msn.com

Phone Number
____605-359-5723_____

Purpose for which list will be used:
To mail invitations to our 26th annual Big game banquet March 27th 2015
RMEF is a 501C3 public charitable non-profit organization-Fed tax ID #81-0421425
RMEF and its partners have invested more than $35 million in conserving and enhancing 61,767 acres in South Dakota

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.

Brett B 12-31-2014

Authorized Signature of Purchaser — Date

Date of Commission Action

Pierre, SD 57501
(605)773-4510
Fax (605)773-6245
John.Sayler@state.sd.us

4b

REQUEST FOR LISTS OF LICENSE HOLDERS

Application for exception to regular fee

Type of List Requested All Archery License Holders

Number of licenses in list Deer, Elk, Antelope

Name of Person, Entity, or Organization requesting list: South Dakota Bowhunters Inc

South Dakota Bowhunters, Inc.
PO Box 351 • Pierre, SD 57501

Address of Person, Entity, or Organization:
P.O. Box 351
Pierre, SD 57501

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

Email Address: dpenning@siouxmidco.net

Phone Number 605 260 8231 - Dale Penning Treasurer

Purpose for which list will be used:
Mailing applications to Annual Bowhunter Gatherings and Notices for Fun Shoots. 2015-2016 Convention.

501c(3) 45-3973461 DHL 502018087

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 12-29-14

Date of Commission Action

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

4c

REQUEST FOR LISTS OF LICENSE HOLDERS

Type of List Requested____2014 Resident Fishing License

Number of Licenses in list____15,000_____ to be chosen by SDWF Camo-Coalition_____

Name of Person, Entity, or Organization requesting list:
South Dakota Wildlife Federation Camo-Coalition

Address of Person, Entity, or Organization:
SDWF Camo-Coalition
Box 961
Pierre, SD 57501-7075

Purpose for which list will be used:
SDWF Camo-Coalition would like to send out a letter stating what we do in the Legislature and soliciting free membership in the Camo_Coalition. Educating the public about access onto water over flooded private lands and the Legislation that will affect it..

I would like the list to be on Disk in Access comma delineated.

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

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

Chris Hesla **01-08-15**
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
Mary.Healy@state.sd.us

4d

REQUEST FOR LISTS OF LICENSE HOLDERS

Type of List Requested: Fishing

Number of Licenses in list: 5000

Name of Person, Entity, or Organization requesting list:
Rock Communications

Phone Number
641-791-8334

Address of Person, Entity, or Organization:
1117 East 14th St North
Newton, IA 50208

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

Email Address: Kellie.hala@rockcommunications.com

Purpose for which list will be used:
Scheels Sports mailer

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. A fee of $100 per thousand names will be assessed for the sale of this list, 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 <u>one-time use only</u> and are to be used only by the person, entity or organization approved per this request.

Kellie Hala — 1-9-15

Authorized Signature of Purchaser — Date

Date of Commission Action

5

State of South Dakota

NINETIETH SESSION
LEGISLATIVE ASSEMBLY, 2015

400W0296

SENATE BILL NO. 50

Introduced by: The Committee on Appropriations at the request of the Department of Game, Fish and Parks

FOR AN ACT ENTITLED, An Act to authorize the South Dakota Building Authority to provide for the construction, reconstruction, renovation, and modernization of state park facilities and infrastructure at Custer State Park for the Department of Game, Fish and Parks, to make an appropriation therefor, and to declare an emergency.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. It is in the public interest that the South Dakota Building Authority contract for the construction, reconstruction, renovation, and modernization of facilities and related infrastructure at Custer State Park including buildings, fixtures, plumbing, water, sewer, electric upgrades, domestic water treatment systems, site preparation, construction of facilities, improvements to the outside of the facilities, landscaping the grounds of the facilities, architectural, engineering, film production for the new visitor center, and bonding services. The construction, reconstruction, renovation, and modernization of facilities and related infrastructure shall address priority needs identified in the Custer State Park Resort Master Plan prepared in 2014. The Building Authority may finance this project, including the issuance of revenue bonds not to exceed eleven million five hundred thousand dollars, in accordance with

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1 this Act and chapter 5-12.

2 Section 2. There is hereby appropriated from the general fund the sum of eleven million five
3 hundred thousand dollars ($11,500,000), or so much thereof as may be necessary, to the Custer
4 State Park improvement fund for the expenditures authorized by this Act. There is hereby
5 appropriated the sum of eleven million five hundred thousand dollars ($11,500,000) in other
6 fund expenditure authority, or so much thereof as may be necessary, to the Department of Game,
7 Fish and Parks, for expenditures authorized by this Act.

8 Section 3. The entire amount appropriated pursuant to section 2 of this Act, shall be repaid,
9 with interest, to the general fund. The repayment to the general fund shall take no longer than
10 four years from the date of the appropriation from the general fund to the Custer State Park
11 improvement fund as provided in section 2 of this Act, and the interest rate used to calculate the
12 annual repayment amount shall equal the average interest rate earned by the state cash flow fund
13 in the most recent completed fiscal year as supplied by the Bureau of Finance and Management.
14 Starting on January 1, 2016, the Department of Game, Fish and Parks shall make annual
15 payments to the general fund based upon a fifteen year amortization schedule for the outstanding
16 balance due to the general fund.

17 Section 4. To minimize the length of time required to fully reimburse the general fund for
18 the amounts appropriated to the Custer State Park improvement fund, the Department of Game,
19 Fish and Parks shall work with the Building Authority and other departments and agencies of
20 the state to take advantage of every future opportunity to issue tax exempt bonds, up to the
21 maximum amount allowed under §§ 103 and 140 to 150, inclusive, of the Internal Revenue
22 Code for each bond issue. Any additional funds generated from each tax exempt bond issue not
23 required or dedicated to be used by such other department or agency of the state shall be used
24 to repay the general fund until the total amount appropriated from the general fund pursuant to

1 section 2 of this Act, has been repaid with interest.

2 Section 5. Pursuant to section 4 of this Act, if the Building Authority and the Department
3 of Game, Fish and Parks determine tax exempt bonding opportunities and other sources of
4 repayment are insufficient to repay the total amount appropriated from the general fund, the
5 Department of Game, Fish and Parks shall work with the Building Authority to issue bonds in
6 an amount sufficient to fully repay the remaining amount required to fully restore the general
7 fund.

8 Section 6. If, at any point in time before the general fund has been fully repaid, the
9 Legislature determines that the need exists to fully restore the amounts appropriated from the
10 general fund to the Custer State Park improvement fund as provided in section 2 of this Act,
11 the Department of Game, Fish and Parks shall work with the Building Authority to issue bonds
12 in an amount great enough to fully restore the amounts appropriated from the general fund.

13 Section 7. No indebtedness, bond, or obligation incurred or created under authority of this
14 Act may be or may become a lien, charge, or liability against the State of South Dakota, nor
15 against the property or funds of the State of South Dakota within the meaning of the
16 Constitution or statutes of South Dakota.

17 Section 8. The Building Authority may accept any funds obtained from gifts, contributions,
18 or other sources for the purposes stated in section 1 of this Act.

19 Section 9. The Department of Game, Fish and Parks may make and enter into a lease
20 agreement with the Building Authority and make rental payments under the terms thereof,
21 pursuant to chapter 5-12, from funds appropriated by the Legislature for the payment of rent to
22 support the construction, completion, furnishing, equipping, payment of revenue bonds issued
23 pursuant to this Act, and repayment of construction costs paid through the funds appropriated
24 from the general fund pursuant to section 2 of this Act. The Custer State Park bond redemption

1 fund as created in § 41-17-22.5 shall pay lease rental amounts to the Building Authority or to
2 restore the general fund, as applicable.

3 Section 10. Upon receipt of payment of the balance of rental payments made under the terms
4 of any lease entered into pursuant to section 9 of this Act, the Building Authority shall convey
5 the leased property improvements in Custer State Park to the Department of Game, Fish and
6 Parks pursuant to § 5-12-15.

7 Section 11. The design and construction of improvements shall be under the general charge
8 and supervision of the Bureau of Administration as provided in § 5-14-2.

9 Section 12. Except as provided in section 2 of this Act, no money from the general fund nor
10 any money appropriated for statewide maintenance and repair may be used to finance the
11 maintenance and repair of the facilities specified in this Act.

12 Section 13. The secretary of the Department of Game, Fish and Parks shall approve
13 vouchers and the state auditor shall draw warrants to pay expenditures authorized by this Act.

14 Section 14. Whereas, this Act is necessary for the support of the state government and its
15 existing public institutions, an emergency is hereby declared to exist, and this Act shall be in
16 full force and effect from and after its passage and approval.

State of South Dakota

NINETIETH SESSION
LEGISLATIVE ASSEMBLY, 2015

400W0186

SENATE BILL NO. 49

Introduced by: The Committee on State Affairs at the request of the Department of Game, Fish and Parks

FOR AN ACT ENTITLED, An Act to authorize the Department of Game, Fish and Parks to sell a portion of railway right-of-way to the City of Deadwood.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. Notwithstanding any provision of law to the contrary, the Department of Game, Fish and Parks may sell real property owned by the department described as a portion of the Chicago and North Western Railway Company right-of-way located within the City of Deadwood in Lawrence County to the City of Deadwood for the city's use as a municipal facility. The sale shall be made according to the following procedure:

(1) For the full value as established by a qualified appraiser employed by the department;

(2) Money received from the sale shall be deposited with the state treasurer and credited to the game, fish and parks fund; and

(3) Conveyance of title to the city shall be made in the name of the State of South Dakota acting by and through the Department of Game, Fish and Parks, executed in the manner provided by § 5-2-11, and be subject to all applicable constitutional and statutory reservations.

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State of South Dakota

NINETIETH SESSION
LEGISLATIVE ASSEMBLY, 2015

400W0108

SENATE BILL NO. 48

Introduced by: The Committee on Judiciary at the request of the Department of Game, Fish and Parks

FOR AN ACT ENTITLED, An Act to revise certain provisions pertaining to the operation of personal watercraft.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. That § 42-8-102 be amended to read as follows:

42-8-102. No person may operate a personal watercraft:

(1) Unless each person aboard is wearing a ~~type I, type II, type III, or type V~~ wearable personal flotation device approved by the United States Coast Guard;

(2) That is equipped by the manufacturer with a lanyard type engine cutoff without attaching such lanyard to ~~his~~ the person, clothing, or personal flotation device as appropriate for the specific watercraft;

(3) Between the hours of ~~one-half hour after~~ sunset to ~~one-half hour before~~ sunrise unless the personal watercraft is equipped with navigation lights as required by the Department of Game, Fish and Parks by rules promulgated pursuant to chapter 1-26;

(4) At greater than a slow-no-wake speed within one hundred fifty feet of any dock, swimmer, swimming raft, or nonmotorized boat. Slow-no-wake is the slowest

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1 possible speed necessary to maintain steerage, but in no case greater than five miles
2 per hour;
3 (5) In other than a reasonable and prudent manner; and
4 (6) To chase or harass wildlife, or travel through emergent floating vegetation at greater
5 than slow-no-wake speed.
6 Except in the case of an emergency, no person under the age of fourteen may operate or be
7 permitted to operate a personal watercraft, regardless of horsepower, unless there is a person
8 eighteen years of age or older on board the craft. No owner of a personal watercraft may permit
9 the personal watercraft to be operated by such underage person. The provisions of this section
10 do not apply to a performer engaged in a professional exhibition or a person preparing to
11 participate or participating in an officially-sanctioned regatta, race, marine parade, tournament,
12 or exhibition. A violation of this section is a Class 2 misdemeanor.

State of South Dakota

NINETIETH SESSION
LEGISLATIVE ASSEMBLY, 2015

400W0107

HOUSE BILL NO. 1054

Introduced by: The Committee on Agriculture and Natural Resources at the request of the Department of Game, Fish and Parks

FOR AN ACT ENTITLED, An Act to revise certain record keeping and inspection requirements for fur dealers.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. That § 41-14-23 be amended to read as follows:

41-14-23. ~~Resident~~ Each fur dealer ~~licensees, under~~ licensee, licensed pursuant to the provisions of § 41-6-25, shall keep a permanent record of each purchase made ~~which~~. The purchase record shall show the kind of each skin purchased, the date and place of each purchase, ~~and~~ the full name and address of the vendor, and the price paid. ~~Such~~ The record shall also contain copies of all invoices of sales made by the licensee ~~and~~. Each invoice shall disclose the kind of each skin sold, date and place of sale, the name and address of the purchaser, and the place and mode of shipment and delivery. ~~Such~~ The record is subject to inspection at all times by the secretary of game, fish and parks or any conservation ~~officers~~ officer or ~~peace officers~~ law enforcement officer. ~~Failure to comply with~~ A violation of the provisions of this section by a licensee is a Class 2 misdemeanor.

Section 2. That § 41-14-24 be repealed.

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1 ~~41-14-24. Nonresident fur dealer licensees buying furs from individuals or other than~~

2 ~~resident licensed fur dealers shall forward to the Department of Game, Fish and Parks at Pierre,~~

3 ~~at thirty-day intervals, duplicate invoices of such purchases.~~

State of South Dakota

NINETIETH SESSION
LEGISLATIVE ASSEMBLY, 2015

400W0106

HOUSE BILL NO. 1053

Introduced by: The Committee on Agriculture and Natural Resources at the request of the Department of Game, Fish and Parks

FOR AN ACT ENTITLED, An Act to repeal and revise certain outdated provisions related to the Department of Game, Fish and Parks.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. That § 41-3-4.2 be repealed.

~~41-3-4.2. The representatives of the United States shall submit any proposed proceedings to acquire land by condemnation for wildlife mitigation pursuant to P.L. 94-355 as amended to July 1, 1976, to the board of county commissioners of the county or counties in which the affected areas are located for the boards' approval prior to initiating any condemnation proceedings.~~

Section 2. That § 41-6-42 be repealed.

~~41-6-42. It is a Class 2 misdemeanor for any person to transport fish sold or caught pursuant to § 41-6-39 or 41-6-40 in violation of rules and regulations prescribed by the Game, Fish and Parks Commission.~~

Section 3. That § 41-8-37.1 be repealed.

~~41-8-37.1. It is a Class 2 misdemeanor for any person to chase, drive, harass, or hunt any~~

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~~game animal or game bird with or from a motorcycle.~~

Section 4. That § 42-8-54 be amended to read as follows:

42-8-54. ~~Whenever~~ If a regatta, motorboat or other boat race, marine parade, tournament, or exhibition is proposed to be held, the person in charge ~~thereof,~~ of the event shall, at least fifteen days prior ~~thereto~~ to the date of the event, file an application with the Department of Game, Fish and Parks for permission to hold ~~such regatta, motorboat or other boat race, marine parade, tournament or exhibition~~ the event. The application shall ~~set forth~~ include the date, time, and location ~~where it is proposed to hold such regatta, motorboat or other boat race, marine parade, tournament or exhibition, and it shall not~~ for the event. No such event may be conducted without authorization of the Game, Fish and Parks Commission in writing. Any person who conducts an event without the authorization of the Game, Fish and Parks Commission is guilty of a Class 2 misdemeanor.

Section 5. That § 42-8-61 be repealed.

~~42-8-61. Any person who violates any provision of §§ 42-8-24 to 42-8-30, inclusive, of § 42-8-39, of §§ 42-8-48 to 42-8-51, inclusive, of §§ 42-8-54 to 42-8-58, inclusive, or of § 42-8-60, is guilty of a Class 2 misdemeanor.~~

Rules for Finalization

6

GAME, FISH, AND PARKS COMMISSION ACTION
FINALIZATION

Mountain Lion Hunting Season
Chapter 41:06:61

Commission Meeting Dates:	**Proposal**	**December 11-12, 2014**	**Ft. Pierre**
	Public Hearing	**January 15, 2015**	**Pierre**
	Finalization	**January 15-16, 2015**	**Pierre**

COMMISSION PROPOSAL

Allow dogs to be used for mountain lion hunting outside the Black Hills Fire Protection District.

DEPARTMENT RECOMMENDATION

Recommended changes from last proposal:

Modify 41:06:61:06. Application requirements -- License and season restrictions -- Special conditions -- Carcass check-in procedures. The following requirements, restrictions, special conditions, and procedures apply to all applications for license and to all licenses issued under this chapter:

(1) Only residents of the state may apply for a license;

(2) No person may harvest more than one mountain lion in a season;

(3) No person may harvest or attempt to harvest a mountain lion with a spotted coat (kitten) or any mountain lion accompanying another mountain lion;

(4) ~~Except those specified hunting intervals in Custer State Park that allow the use of dogs, no~~ No person may hunt mountain lions with the aid of ~~dogs,~~ traps~~,~~ or bait;

(5) The use of dogs to hunt mountain lions is only allowed during those specified hunting intervals in Custer State Park that allow for the use of dogs and outside of the Black Hills Fire Protection District on private land with permission of the landowner or lessee. However, a pursuit of a mountain lion by dogs that originates on private land may cross over or culminate on property owned by the Office of School and Public Lands or the United States Bureau of Land Management other than the Fort Meade Recreation Area.

~~(5)~~(6) No person may release dogs on tracks indicating multiple mountain lions traveling together;

(7) In Custer State Park, ~~A~~ a person using dogs shall attempt to harvest the first legal mountain lion they have a reasonable opportunity to harvest, except under the condition where the lion pursued shows obvious signs of lactation;

(8) Licensed hunters must accompany the dog handler when the dogs are released and must continuously participate in the hunt thereafter until the hunt is completed.

~~(7)~~(9) A person may use any firearm, muzzleloader, or bow and arrow established by statute or administrative rule as legal implements for the taking of deer;

~~(8)~~(10) Wind Cave National Park, Jewell Cave National Park, and Mount Rushmore National Memorial are closed to mountain lion hunting; and

~~(9)~~(11) All mountain lions harvested must be presented to a department representative within 24 hours of harvest for inspection.

APPROVE _____	**MODIFY** _____	**REJECT** _____	**NO ACTION** _____

Proposed Changes to GFP Rules

2015-2016 Season Table

7

Hunting Season		September	October	November	December	January	February
Grouse			September 19 - January 3				
Sage Grouse		CLOSED					
Partridge			September 19 - January 3				
Pheasant				October 17 - January 3			
Youth only			← October 3-7				
Residents only			← October 10-12				
Quail				October 17 - January 3			
Cottontail Rabbit		September 1 - February 29					
Tree Squirrel		September 1 - February 29					
Crow		September 1 - October 31		The crow hunting season is also open March 1 - April 30			
Common Snipe		September 1 - October 31					
Mourning Dove		September 1 - November 9					
Ducks	Youth only	← September 19-20					
Ducks	Low Plains North		September 26 - December 8				
Ducks	Low Plains Middle		September 26 - December 8				
Ducks	Low Plains South			October 10 - December 22			
Ducks	High Plains			October 10 - January 14			
Canada Geese	Unit 1	September 1 - December 16					
Canada Geese	Unit 2			November 2 - February 14			
Canada Geese	Bennett Co.[1]			October 17 - December 20		← January 9-17	
Light Geese			September 26 - December 20				
White-fronted Geese			September 26 - December 6				
Sandhill Crane			September 26 - November 22				
Tundra Swan			October 3 - December 20				
Fall Turkey				November 1 - January 31			
Mountain Lion						Dec 26 - March 31[2]	
Antelope - Archery		Aug 15 - Oct 2		← Oct 19-31			
Antelope - Rifle			← October 3-18				
Deer	Archery		September 26 - December 31			← Jan 1-15[3]	
Deer	Muzzleloader				December 1-31	← Jan 1-15[3]	
Deer	Youth		September 12 - January 15				
Deer	Black Hills			Nov 1-30			
Deer	West River[4]			← Nov 14-29		← Dec 26 - Jan 3[5]	
Deer	East River		Nov 21 - Dec 6 →			← Dec 26 - Jan 3[5]	
Elk - Black Hills		Archery: Sept 1-30	Rifle: Oct 1-31[6]		Dec 1-15[6]		

Notes

[1] *Special permit required.*

[2] *Season will close in the Black Hills Fire Protection District earlier if the harvest limit is reached.*

[3] Only antlerless deer tags are valid January 1-15.

[4] Units in Gregory, Mellette, Ziebach, Dewey, and Corson counties have special season dates.

[5] Only antlerless deer tags are valid Dec. 26 - Jan. 3.

[6] Antlerless elk season is Oct. 16-31 and Dec. 1-15.

GAME, FISH AND PARKS COMMISSION ACTION PROPOSAL

8

Use of Parks and Public Lands
41:03:01

Commission Meeting Dates:	**Proposal**	**January 15-16, 2015**	**Pierre**
	Public Hearing	**March 5-6, 2015**	**Pierre**
	Finalization	**March 5-6, 2015**	**Pierre**

PARKS DIVISION RECOMMENDATION

Recommended changes:

Expand the area within North Point Recreation Area in Charles Mix County that is restricted to shotgun and archery hunting.

41:03:01:16. Restrictions on use of firearms, crossbows and bows -- Exceptions. Uncased firearms, crossbows and bows are prohibited in all state parks, state recreation areas, state nature areas, and state lakeside use areas with the following exceptions:

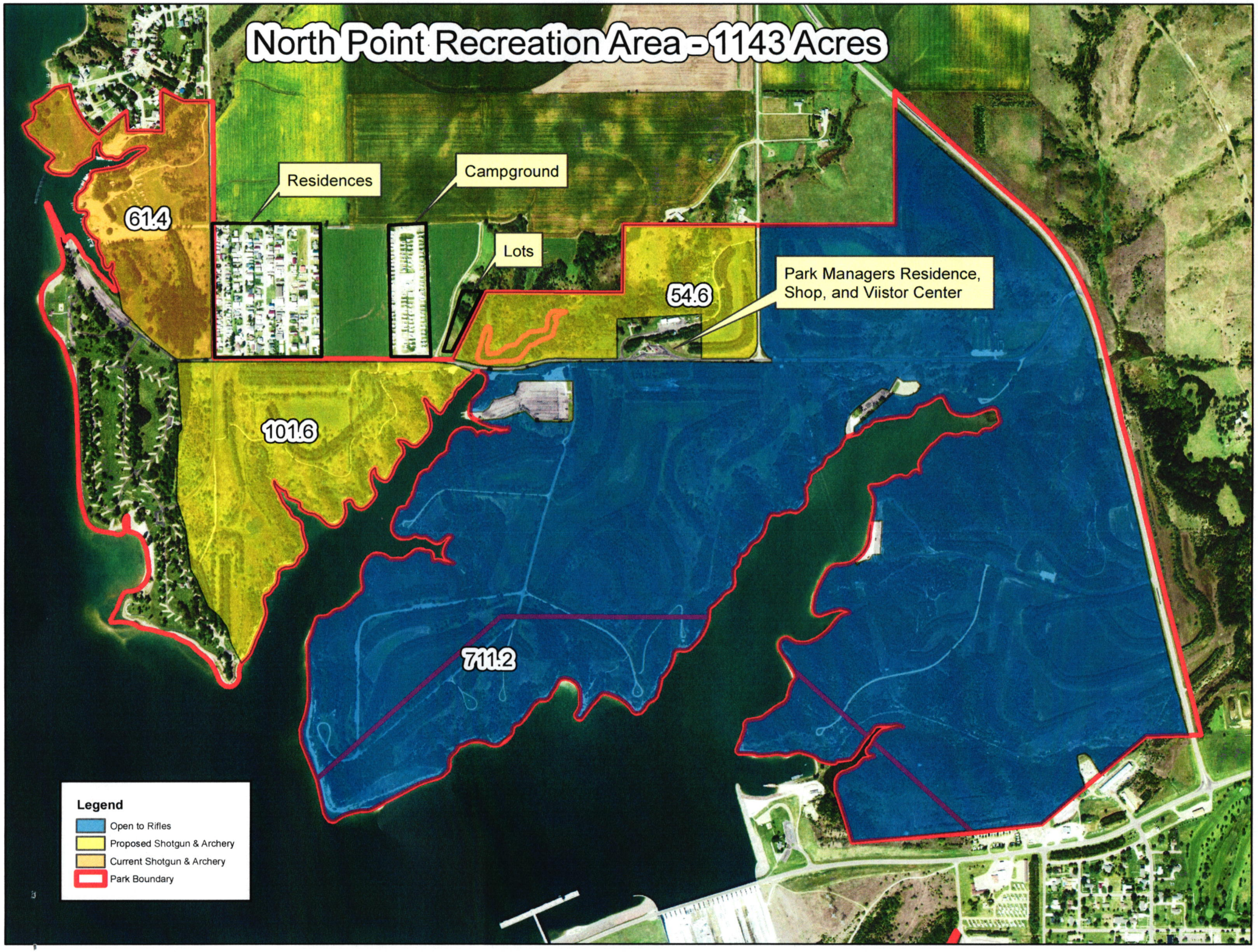
(5) From October 1 to April 30, inclusive, uncased firearms, crossbows and bows are authorized for licensed hunters in all state parks, state recreation areas, nature areas, and lakeside use areas during established hunting seasons with the following restrictions:

(c) Only shotguns using shot shells, crossbows and bows are permitted in West Whitlock State Recreation Area, West Pickerel Recreation Area, Mina Recreation Area, Okobojo Recreation Area, Farm Island Recreation Area, Angostura Recreation Area, Cow Creek State Recreation Area, and ~~that~~ **the** portion**s** of North Point State Recreation Area which ~~is~~ **are** situated to the west of 381st Street and north of 297th Avenue; **and situated west of 382nd Avenue and north of 297TH Street; and situated south of 297TH Street, and west of prairie Dog Bay.**

SUPPORTIVE INFORMATION

In 2006, the portion of North Point Recreation Area, west of 381ST Avenue and north of 297TH Street was restricted to archery and shot shell hunting only, to reduce the potential for rifle hunting related incidents and to provide a safer environment, because of increased residential development bordering the area. Due to more residential development adjacent to the recreation area since then, we are proposing that an additional portion of the recreation area be restricted to archery and shot shell hunting. Since 2006, nearly 100 additional residences have been constructed, a full-service 100-unit campground has been developed, and 6 additional lots have been platted for residential home construction. All of this development is immediately adjacent to the portion of the Recreation Area proposed for shotshell and archery hunting only. Because of the increased residential and campground development, there is an increased risk of rifle hunting related incidents that may harm the inhabitants of these developed areas. With these proposed changes, 81% or 930 acres, of the recreation area would remain open to hunting and three quarters of that would be open to rifle hunting.

☐ **APPROVE** ☐ **MODIFY** ☐ **REJECT** ☐ **NO ACTION**


North Point Recreation Area - 1143 Acres
Residences
Campground
Lots
Park Managers Residence, Shop, and Viistor Center
61.4
54.6
101.6
711.2
Legend
Open to Rifles
Proposed Shotgun & Archery
Current Shotgun & Archery
Park Boundary

GAME, FISH AND PARKS COMMISSION ACTION PROPOSAL

9

PUBLIC WATER ZONING
41:04:02

Commission Meeting Dates:	**Proposal**	**January 15-16, 2015**	**Pierre**
	Public Hearing	**March 5-6, 2015**	**Pierre**
	Finalization	**March 5-6, 2015**	**Pierre**

DEPARTMENT RECOMMENDATION

Amend public water safety zones in Butte County.

Requirements and Restrictions:

"No wake zone," an area in which boats may not create a wake by their passage. For the purposes of this article, a wake is defined as any type of wave action caused by the passage of a boat. At no time may the boat be operated at a speed greater than five miles per hour.

"Public swimming zone," an area in which public swimming and bathing are allowed. In these areas boats of any nature including sailboards, fishing, and other incompatible activities are prohibited.

Recommended changes:

Amend the existing "no wake zone" and designate a "public swimming zone" at Rocky Point Recreation Area on Belle Fourche Reservoir (Butte County).

41:04:02:12. Butte County public water safety zones. Butte County public water safety zones are as follows:

(1) In Butte County all waters within a 300-foot radius of the boat ramps located in ~~the area of~~ Rocky Point Recreation Area on Belle Fourche Reservoir ~~known as Rocky Point~~ are a "no wake zone";

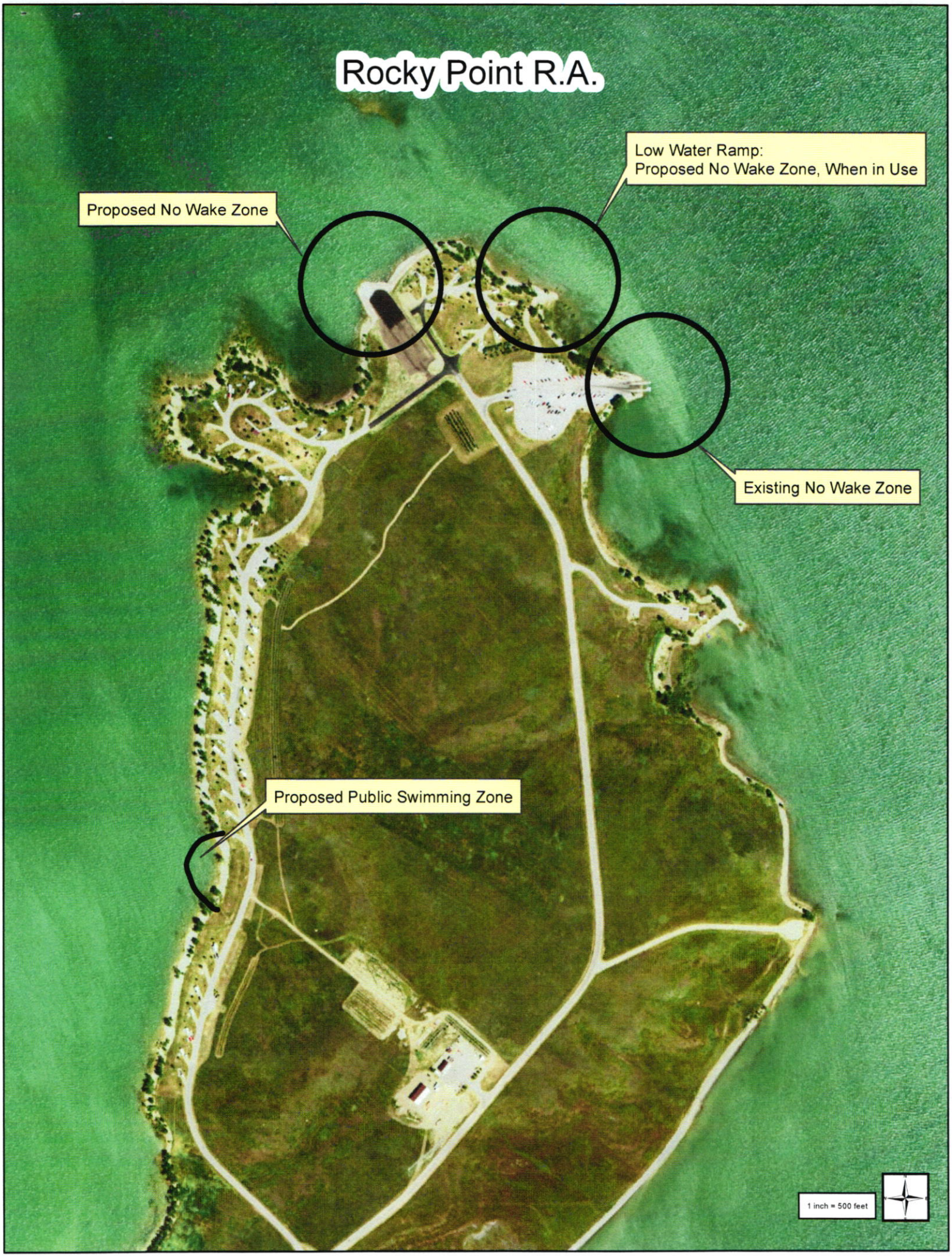
(2) In Butte County, the Belle Fourche River is a "no boating zone" from the U.S. Highway 212 Bridge to a point 300 feet downstream of the Bureau of Reclamation diversion structure.

(3) In Butte County, the waters fronting the west side of Rocky Point Recreation Area between campsite number 41 and campsite number 42 and are marked with buoys, are a "public swimming zone".

SUPPORTIVE INFORMATION

The Department recommends amending the "no wake zone" and creating a "public swimming zone" at Rocky Point Recreation Area on Belle Fourche Reservoir (Butte County). A second primary boat ramp and a low-water boat ramp have been developed at Rocky Point and a 300 foot "no wake zone" is recommended around the boat ramps to protect boaters. A swim beach has been designated on the west shoreline of Rocky Point adjacent to the campground and it is recommended that the waters fronting the swim beach be designated as a "public swimming zone" to protect swimmers and beach users.

☐ **APPROVE** ☐ **MODIFY** ☐ **REJECT** ☐ **NO ACTION**


Rocky Point R.A.
Low Water Ramp:
Proposed No Wake Zone, When in Use
Proposed No Wake Zone
Existing No Wake Zone
Proposed Public Swimming Zone
1 inch = 500 feet

GAME, FISH AND PARKS COMMISSION ACTION PROPOSAL

10

Special Buck Licenses
Chapters 41:06:20 and 41:06:21

Commission Meeting Dates:			
	Proposal	January 15-16, 2015	Pierre
	Public Hearing	March 5, 2015	Pierre
	Finalization	March 5-6, 2015	Pierre

DEPARTMENT RECOMMENDATION

WEST RIVER DEER SEASON

Special Buck Licenses — Resident Special Buck Licenses - 500
Nonresident Special Buck Licenses - 500

EAST RIVER DEER SEASON

Special Buck Licenses — Resident Special Buck Licenses – 556
Nonresident Special Buck Licenses – 0

Requirements and Restrictions:

1. The East River and West River Special Buck license allocation is the greater of four percent of the respective total resident deer licenses which include an "any deer" tag allocated in the previous year, or a minimum of 500 licenses.
2. Residents may apply for both East River and West River Special Buck licenses; however, an individual can only possess either an East River or West River Special Buck license in any given year.
3. The draw for East River Special Buck licenses will be conducted first. Applicants who have applied for both licenses and draw an East River will not be eligible for West River and will receive a preference point.

Recommended changes from last year: None.

SUPPORTIVE INFORMATION

No changes to administrative rule are being recommended. Based on current administrative rule, East River Special Buck licenses will decrease from 656 to 556.

		Resident Licenses			Nonresident Licenses		
		Licenses	1st Draw	Unsuccessful	Licenses	1st Draw	Unsuccessful
Season	Year	Available	Applications	Applicants	Available	Applications	Applicants
West River	2009	500	491	0	500	717	217
	2010	500	499	0	500	737	237
	2011	500	499	0	500	808	308
	2012	500	627	127	500	884	384
	2013	500	689	189	500	848	348
	2014	500	567	67	500	778	278
East River	2009	400	724	324	No nonresident licenses offered ER		
	2010	500	731	231			
	2011	500	757	257			
	2012	500	918	418			
	2013	687	891	204			
	2014	656	728	72			

APPROVE _____ **MODIFY** _____ **REJECT** _____ **NO ACTION** _____

GAME, FISH AND PARKS COMMISSION ACTION PROPOSAL

11

Refuges
Chapter 41:05:02

Commission Meeting Dates:	**Proposal**	**January 15-16, 2015**	**Pierre**
	Public Hearing	**March 5, 2015**	**Pierre**
	Finalization	**March 5-6, 2015**	**Pierre**

DEPARTMENT RECOMMENDATION

Recommended changes from last year:

1. Remove the Cottonwood Lake State Waterfowl Refuge.

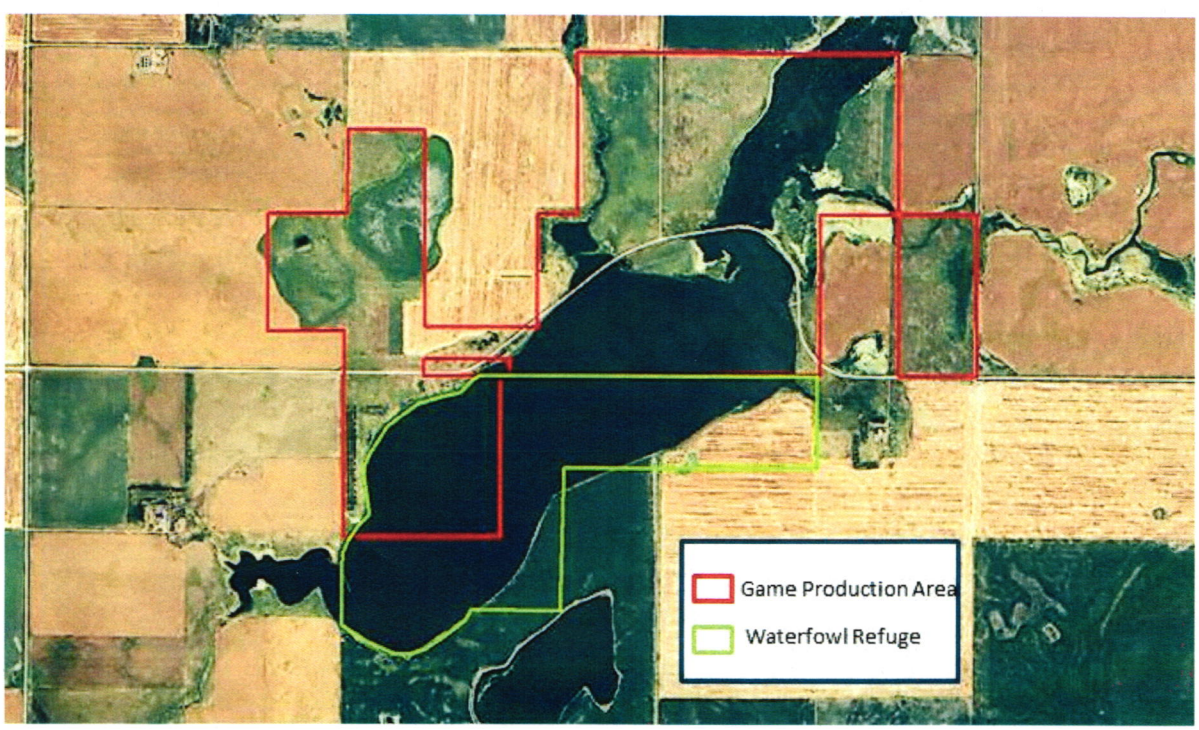
41:05:02:59. Sully County refuges. Sully County refuges are as follows:

~~(1) The Cottonwood Lake State Waterfowl Refuge comprises that portion of the northwest quarter of section 30, township 116 north, range 75 west of the fifth principal meridian below the high-water mark, that portion of lot four of section 30 below the high-water mark, that portion of the southeast quarter of the northeast quarter of section 30 below the high-water mark, the north half of the southwest quarter, the northwest quarter of the southeast quarter, the north half of the northeast quarter and the southwest quarter of the northeast quarter of section 30, and the north half of the northwest quarter of section 29, township 116 north, range 75 west of the fifth principal meridian;~~

STAFF COMMENTS

Waterfowl use of Cottonwood Lake Waterfowl Refuge is limited. Landowners associated with this refuge are neutral or support removing this refuge designation. In addition, input solicited from sportsmen and women indicate support of removing this refuge designation.

Cottonwood Lake GPA and Waterfowl Refuge



APPROVE _____ MODIFY _____ REJECT _____ NO ACTION _____

SPECIAL MANAGEMENT CATEGORIES 41:10

Commission Meeting Dates:	**Proposal**	January 15-16, 2015	Pierre
	Public Hearing	March 5, 2015	Pierre
	Finalization	March 5-6, 2015	Pierre

DEPARTMENT RECOMMENDATION

1. Modify **41:10:04 "Aquatic Nuisance Species."** to change all references of aquatic nuisance species to aquatic invasive species.

2. Modify **41:10:04:01. "List of aquatic nuisance species."** to remove a redundant "and" and to add Common Reed, *Phragmites australis*, to the list of aquatic invasive plants.

3. Modify **41:10:04:03. "Watercraft restrictions."** to allow law enforcement officers to require the removal of vegetation and all aquatic invasive species from a boat, and to require that all drain plugs and related devices be opened or removed from all boats when being transported with exceptions for entering and exiting the water, emergency response vehicles, and boats and livewells while on lands owned, leased, controlled, or managed by the department or other government entity adjacent to the water.

4. Add **41:10:04:05. "Aquatic invasive species containment waters."** This rule will give the secretary the authority to declare a waterbody an aquatic invasive species containment water, describes the conditions that would necessitate this action, and outline department responsibilities.

5. Add **41:10:04:06. "Water transport restrictions."** This rule will prohibit the transportation of water and aquatic bait from a water access area or adjacent land owned, leased, controlled or managed by the department.
    a. Provide an exception for tanks or containers:
        i. used as part of research and management activities
        ii. storing potable drinking water, beverages or food intended for human consumption or a component of a marine sanitary system
        iii. used by those authorized by the Department to commercially harvest and/ or transport bait or fish in accordance with that license
    b. Allow up to five gallons of vegetation free water to be possessed for transport of bait and fish away from waters not considered aquatic invasive species containment waters.

☐ **APPROVE** ☐ **MODIFY** ☐ **REJECT** ☐ **NO ACTION**

SUPPORTIVE INFORMATION

1 The term "invasive" more accurately describes the non-native species that pose a threat to the aquatic resources of the state of South Dakota. The use of the term "nuisance" in this context has diminished nationwide to avoid potential confusion with native species that are less desirable to anglers and other recreational users.

2 Common Reed, *Phragmites australis*, is an aquatic invasive species (AIS) that is expanding in the Niobrara River delta area above Lewis and Clark Lake and should be on the list of designated aquatic invasive plant species.

3 Currently, **41:10:04:03** allows law enforcement officers to require the removal of aquatic vegetation, but not aquatic invasive invertebrates or fish. This modification would authorize law enforcement officers to require the removal of any species designated by the Commission as an aquatic invasive species.

This modification would also require that any device that restricts the draining of water from a boat to be opened or removed while the boat is being transported. The primary vector for the movement of many aquatic invasive species, such as zebra and quagga mussels, is the transportation of the species in residual water held in recreational boats and associated equipment. Reducing or eliminating the transfer of water between water bodies is an essential component of both the South Dakota AIS Management Plan and federal invasive species management efforts. Exemptions to allow for the preparation of a boat to launch and to exit the water at nearby areas so as not to obstruct traffic on the ramp, for emergency vehicles and boats, and to allow for the transport of fish in a livewell while in transit to a fish cleaning station (if one is available at the water access area or adjacent properties owned, leased, controlled or managed by the department) are included.

4 **41:10:04:05. "Aquatic invasive species containment waters."** The addition of this rule will authorize the Secretary to declare a body of water as an aquatic invasive species containment water. This designation will allow for differing regulations at waters that have met conditions that demonstrate an imminent danger to the spread of aquatic invasive species. This rule is essential to allow for rapid response to the spread of aquatic invasive species to new waters.

5 **41:10:04:06. "Water transportation restrictions."** The addition of this rule will restrict the transportation of water and aquatic bait away from a land owned leased, controlled or managed by the department. This will reduce the amount of water being transported in the state and help to manage the primary vector for the spread of aquatic invasive species. Provisions to allow for containers to be used to transport water as part of authorized research and management activities, potable water transport, live bait transport from waters not on the list of AIS containment waters, and commercial bait and fish transport are included.

Division of Parks and Recreation

CONCESSION AGREEMENT
LEWIS AND CLARK RECREATION AREA

This Concession Agreement is made and entered into on _____, 2015 ("Effective Date") by and between the South Dakota Department of Game, Fish and Parks ("Department") 523 East Capitol, Pierre South Dakota 57501, and Christopher Donlin ("Concessionaire"). P.O. Box 19, Pickstown, SD 57367 This Agreement is subject to and governed by the requirements of ARSD Article 41:13 subtitled Park Concession Leases effective October 17, 2005, (the "Rules") and is subject to all terms and conditions of Lease No. DACW45-1-02-6008 between the Department and the Secretary of the Army copies of both of which have been provided to the Concessionaire.

WITNESSETH

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

Whereas, the Department desires to have a limited and prescribed portion and area of Lewis and Clark Recreation Area operated by a concessionaire as a marina open to the general public; and

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

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

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

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

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

Section 1. Term of Agreement

(a) This Agreement shall be for a term of ten (10) years, commencing on the effective date, and ending on December 31, 2024.

Section 2. Definitions

(a) "Agreement" means this Concession Agreement, and all its amendments, addendums, exhibits, attachments, and all documents executed for the purpose of ensuring Concessionaire's performance of this Concession Agreement.

(b) "Commission" means the South Dakota Game, Fish and Parks Commission.

(c) "Concessionaire" means as defined under ARSD 41:13:01.

(d) "Concessionaire Facilities" means as defined under ARSD 41:13:01.

(e) "Department" means the South Dakota Department of Game, Fish and Parks.

(f) "Division" means the Division of Parks and Recreation, a division of the Department of Game, Fish and Parks responsible for the administration of the state park system, including Lewis and Clark Recreation Area.

(g) "Director" means the Director of the Division of Parks and Recreation, acting on behalf of the Secretary of the Department of Game, Fish and Parks, and his or her duly authorized representatives.

(h) "Fair Market Value" means as defined under ARSD 41:13:01.

(i) "Government Facilities" means as defined under ARSD 41:13:01

(j) "Gross Receipts" means all revenue received, to be received, or realized by Concessionaire from all sales for cash or credit, of services, accommodations, materials and other merchandise made pursuant to the rights granted under this Agreement, Gross Receipts of SubConcessionaires, commissions earned on leases or agreements with other persons or companies operating in the Marina, and revenue earned from sales through electronic media, mail order or otherwise. Concessionaire shall report all of its revenues to the Department without allowances, exclusions or deductions of any kind. For purposes of calculating franchise fees and other fees and reserve amounts identified in this agreement, revenue received from park entrance license sales, and hunting and fishing license sales (excluding agent fees), will be excluded from Gross Receipts.

(k) "Gross Receipts of SubConcessionaires" means all revenue received, to be received, or realized by SubConcessionaires from all sales for cash or credit, of services, accommodations, materials and other merchandise made as a result of the exercise of the rights conferred by a lease, license or agreement between the Concessionaire and a SubConcessionaire at the Marina, revenues of SubConcessionaires, commissions earned on leases or agreements between SubConcessionaires and other persons or companies operating in the Marina, and revenue earned from sales through electronic media, mail order or otherwise. A SubConcessionaire shall report all of its revenues to the Concessionaire without allowances, exclusions or deductions of any kind or nature.

(l) "Park" means the property within the boundaries of Lewis and Clark Recreation Area.

(m) "Personal Property" means as defined in ARSD 41:13:01.

(n) "Possessory Interest" means as defined in ARSD 41:13:01.

(o) "Qualified Appraiser" means as defined in ARSD 41:13:01.

(p) "Marina" means the geographic area as set forth in Exhibit A-1 that includes Government Facilities and Concessionaire Facilities assigned to the Concessionaire as set forth in Exhibit A-2 and A-3, and the operation thereof as permitted under this Agreement.

(q) "SubConcessionaire" means a third party that, with the approval of the Director, has been granted rights by Concessionaire to operate under a concession lease, license or agreement (or any portion thereof) between Concessionaire and a third party, or between a SubConcessionaire and a third party, whether in consideration of a percentage of revenues or otherwise.

(r) "Park Supervisor" means the manager of Lewis and Clark Recreation Area or his or her duly authorized representatives.

Section 3. Accommodations, Facilities and Services

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

Minimum Required Accommodations, Facilities and Services

1. A minimum of 400 boat slips for seasonal rental.
2. A minimum of 61 Personal Watercraft docks for seasonal rental
3. All rental slips must have water and security services. At least 80 percent of boat slips must have electrical service
4. A minimum of 4 slips for overnight boat dockage rental.
5. 4 free public use courtesy slips for hourly day time use.
6. On the water marina fuel sales
7. Operation of a marina sanitary pump out station at no cost to users.
8. A flashing beacon at the mouth of the marina basin and red and green channel marking lights,
9. Covered slip storage for the one Department law enforcement boat and open slip storage for one Department owned service boat at no charge to the Department.
10. Boat rental and basic operating instruction
11. Boat, motor and trailer repair and service.
12. Marina store including curios, souvenirs and boating, fishing supplies and accessories.
13. Trailer storage and off-season boat storage.
14. Restaurant food service.
15. Wireless telecommunication service in the Marina
16. Boat tow service

(b) The Department authorizes the Concessionaire to provide only the following additional accommodations, facilities and services within the Marina. The Department retains the right to approve in writing these or any other additional services contemplated by the Concessionaire prior to the services being offered.

Additional Authorized Accommodations, Facilities and Services:

1. Boat, motor and boat trailer sales and brokerage.
2. Licensed off-sale beer sales between 7:00 a.m. and 11:00 p.m.
3. Licensed on-sale wine and liquor sales at the Restaurant.
4. Meeting room service.
5. Houseboat rental,
6. Boat slip TV hookup
7. Sailing instruction,
8. Tour boat service.
9. Hunting and fishing license sales

(c) The Department retains the right to authorize additional accommodations, facilities, services and merchandise within the Marina. The Department shall give the Concessionaire first opportunity to provide such additional accommodations, facilities, services and merchandise. If Concessionaire does not desire to provide such additional accommodations, facilities, services and

merchandise, or if the Department and Concessionaire are unable to agree upon the terms under which Concessionaire would provide such additional accommodations, facilities, services and merchandise, the Department shall be entitled to contract with a third party to provide said additional accommodations, facilities, services and merchandise within the Park under terms acceptable to the Department.

(d) The Department reserves the right to establish reasonable standards as to the nature, type and quality of Concessionaire's services and merchandise. The Department retains the right to disapprove types of services and merchandise that do not meet these standards.

Section 4. Rates and Quality Control

(a) All rates, fees and prices charged the public by Concessionaire must be reasonable and comparable to the fees, rates and charges charged for similar accommodations, facilities, services and merchandise in the region or outside the region if similar accommodations, facilities, services and merchandise are not provided in the region. Concessionaire shall clearly post or mark all rates and prices for accommodations, facilities, services and merchandise.

(b) The Department reserves the right to establish reasonable standards as to the nature, type and quality of the Concessionaire's accommodations, facilities, services and merchandise. All accommodations, facilities, services and merchandise sold are subject to the rules and laws of the State of South Dakota and the United States.

Section 5. Capital Development and Improvements

(a) Concessionaire is required to provide upgrades or improvements to the following facilities by May 1, 2015 unless otherwise extended by the parties in writing, as follows:

i. Install new additional shelving in the convenience store based on a Department approved plan
ii. Clean the service shop storage yard to the Department's satisfaction.

(b) Concessionaire is required to install a new fence around the service shop storage yard by May 1, 2016 based on a mutually agreeable plan.

(c) Concessionaire is required to install courtesy slip fingers to the gas dock structure by May 1, 2017 based on a mutually agreeable plan.

i. Concessionaire shall submit plans for all listed projects for Department approval prior to the commencement of work.

ii. Concessionaire shall provide to the Department a report of activities and expenses incurred for each project upon completion

(d) Concessionaire, with prior written approval of the Director, may construct, modify or install at its cost such fixtures, structures, or improvements to Government Facilities or Concessionaire Facilities necessary for the operations required or authorized hereunder, subject to the Possessory Interest (and extent thereof) as authorized by ARSD 41:13. Concessionaire shall acquire no Possessory Interest to any fixtures, structures, and improvements made to Government Facilities or Concessionaire Facilities without the written approval of the Director. Requests shall be made in writing to the Department in sufficient detail to determine the scope, financing and scheduling of the proposed project. Drawings, maps or illustrations shall accompany the written request which accurately describe the location and design of all proposed fixtures, structures and improvements and affected areas. All requests must address the requirements of the Americans with Disabilities Act.

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

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

(e) In addition to any rights and remedies afforded to the Department for breach of this Agreement, if Concessionaire Facilities and/or Government Facilities are modified, including the construction of any unauthorized fixtures, structures and or improvements to or of Concessionaire Facilities and/or Government Facilities, and the modifications occur without the Department's written consent, at the discretion of the Department, the Department may:

(i) Require that the Concessionaire at the Concessionaire's expense, restore the Concessionaire Facilities and/or Government Facilities to their original condition; or

(ii) Direct that the modifications becomes Government Facilities and that no Possessory Interest compensation be paid to Concessionaire

(f) Activities involving any ground disturbance, placement of fill material, prescribed burning of vegetation or tree removal shall require prior written approval from the Department. Any requests for these activities shall be made to the Department in writing in sufficient detail to determine the scope and schedule of the proposed project. Drawings, maps or illustrations accurately describing the location of these activities shall accompany the written request. All activities involving any ground disturbance, placement of fill material, prescribed burning of vegetation or tree removal shall be completed in compliance with all local, state and federal laws and regulations.

(g) In the event that Concessionaire constructs fixtures, structures or improvements to Concessionaire Facilities or Government Facilities, Concessionaire shall be responsible for securing all necessary licenses and permits required under local, state and federal laws and regulations.

(h) All construction activities must meet or exceed existing levels of craftsmanship. No Department owned resources or materials from the Park shall be used in any project, except by written consent of the Department.

(i) Concessionaire shall not cause, permit or suffer any lien or encumbrance to attach to the Marina, the Concessionaire Facilities

or Government Facilities, except for capital development improvements to Concessionaire Facilities as outlined in Section 5. If Concessionaire shall cause, permit or suffer a lien or encumbrance to attach, Concessionaire shall cause the same to be cancelled and discharged of record by bond or otherwise as allowed by law at the expense of Concessionaire within thirty (30) days after the filing thereof. Concessionaire shall defend on behalf of the Department, at Concessionaire's sole cost and expense, any action, suit or proceeding which may be brought thereon for the enforcement of such lien or encumbrance. Concessionaire shall pay any damages, including payment of any legal expenses incurred by the Department for doing the same in the event Concessionaire fails to obtain cancellation or discharge of the lien or encumbrance, fails to satisfy and discharge any judgment entered thereon and/or fails to save the Department harmless from any claim or damage resulting therefrom.

Section 6. Facilities

(a) The Department hereby assigns for use by Concessionaire, the Government Facilities identified in Exhibit A-3, located within the Marina as identified in Exhibit A-1. The Department also assigns to Concessionaire the Concessionaire Facilities set forth in Exhibit A-2

(b) Concessionaire has inspected the Concessionaire Facilities and Government Facilities identified in Exhibit A-2 and A-3, is thoroughly aware of their condition, and accepts them and other items in an "as is" condition.

(c) The Department reserves the right to withdraw or expand the land, Government Facilities and/or Concessionaire Facilities located within the Marina during the term of this Agreement for the purposes of protecting the Park and its visitors, and/or to restrict or provide additional accommodations, facilities, services and/or merchandise. Any material adjustment shall require an appropriate adjustment to the franchise fees, if necessary, and the terms of ARSD 41:13:03:04 (4) shall apply.

(d) Both parties understand that the State of South Dakota self-insures Government Facilities. Therefore, if a Government Facility is destroyed or damaged to an extent that in the sole discretion of the Department it is impractical to repair or replace, the Department makes no assurance that the Government Facility shall be repaired, improved or replaced.

(e) If Government Facilities are damaged by the acts, omissions, or conduct of Concessionaire, its agents, employees or customers, which damage in the sole discretion of the Department is practical

to repair or replace, it shall be the responsibility of Concessionaire to make the necessary repairs/replacements at its own expense to a condition satisfactory to the Department. If Government Facilities are damaged by the acts, omissions, or conduct of Concessionaire, its agents, employees or customers, which damage in the sole discretion of the Department amounts to a total loss or is impractical to repair or replace, Concessionaire shall compensate Department for the loss.

(f) The Department shall have the right to enter the Marina, Government Facilities and Concessionaire Facilities for the proper administration of the terms of this Agreement and other purposes the Department deems necessary, including health and safety inspections.

(g) In the event that a Concessionaire Facility is removed, abandoned, demolished, or substantially destroyed and no other improvement is constructed on the site, Concessionaire shall at its own expense, promptly restore the site to its natural condition to the extent that the Concessionaire Facility had an impact upon the site.

Section 7. Operations and Maintenance

(a) Concessionaire shall operate the Marina in compliance with the terms and conditions of this Agreement including the performance standards for the Operation and Maintenance of the Marina set forth in Exhibit B. The performance standards are established in order to maintain a high standard of public service, physical appearance, operation, repair and maintenance.

(b) Concessionaire shall comply with the specific dates and hours of services specified in Section 2 of Exhibit B.

(c) Concessionaire, at its expense, shall provide all maintenance of Concessionaire Facilities, Government Facilities and Personal Property located within the Marina. The Concessionaire shall perform such work in accordance with the performance standards contained in Exhibit B. Concessionaire shall also be responsible for keeping the Marina free from litter, complying with environmental laws and regulations, complying with safety rules, laws and regulations, and maintaining in good order and in a safe condition the grounds, Government Facilities, Concessionaire Facilities, and Personal Property of and within the Marina and in accordance with the performance standards contained in Exhibit B.

(d) At the expiration or termination of this Agreement, Concessionaire shall return to the Department the Government Facilities in the

same condition or better condition than existed at the initiation of this Agreement, reasonable wear and tear excepted.

(e) Concessionaire shall not do or permit to be done any act or thing within the Marina and within Concessionaire's operations which shall or might subject the Department to any liability or responsibility or injury to any person or to property by reason of any business or operation being carried on or upon the Marina or by Concessionaire. Concessionaire shall comply with all laws, orders and regulations of federal, state and local authorities, and with any direction of any public officer or officers pursuant to applicable laws which impose any order or duty upon Concessionaire with respect to the Marina, the use or occupation thereof, or with respect to Concessionaire's business and operations.

(f) Concessionaire shall occupy the Marina as of the Effective Date and thereafter will continuously use the Marina solely for the purpose of providing the accommodations, facilities, services and merchandise identified in Section 3 and other uses incidental thereto. Concessionaire shall not use or knowingly permit any part of the Marina to be used for any unlawful purpose, and shall not conduct or allow to be conducted any activity that shall constitute a nuisance.

(g) Concessionaire shall not during the term of this Agreement, or during any period of holdover, use, store, generate or treat any Hazardous Materials on or within the Marina, except in accordance with all applicable, federal, state and local laws and regulations. Concessionaire shall not release or allow to be released into the environment any Hazardous Materials. Concessionaire shall indemnify, defend and hold harmless the Department from and against any loss, cost, damage, liability, or expense, including but not limited to attorneys' fees and disbursements, arising by reason of any clean-up, removal, remediation or detoxification action required under applicable federal, state and local laws and regulations by reason of the Concessionaire's use, generation, storage, treatment or release of Hazardous Materials. The foregoing covenants and indemnity obligation shall survive the expiration or any termination of this Agreement. "Hazardous Materials" shall mean (i) any biologically or chemically active or other toxic or hazardous wastes, pollutants or substances, including, without limitation, asbestos, PCBs, petroleum products and by-products, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., and as hazardous wastes under the Resources Conservation and Recovery Act, 42 U.S.C. § 6010 et seq., (ii) any chemical

substance or mixture regulated under the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. § 2601 et seq., (iii) any "toxic pollutant" under the Clean Water Act, 33 U.S.C. §466 et seq., as amended, (iv) any hazardous air pollutant under the Clean Air Act, 42 U.S.C. § 7401 et seq., 9v) hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., and (vi) any hazardous or toxic substances or pollutant regulated under any federal, state or local law.

(h) Any names, logos, trademarks, or copyrights (the "Intellectual Property") developed during or pursuant to this Agreement that in any way associates with, identifies, implicates, or infers an affiliation with the State of South Dakota, the Department, the State Park System, Lewis and Clark Recreation Area, and/or the Marina must receive prior approval from the Commission and belongs to the State of South Dakota upon creation and continues in the State of South Dakota's exclusive ownership upon termination of this Agreement. For all Intellectual Property approved by the Department, Concessionaire shall receive a non-exclusive, non-transferable license to use the Intellectual Property with respect to the accommodations, facilities, services and merchandise offered for sale by Concessionaire. The license shall be limited to the sale of accommodations, facilities, services and merchandise from the Marina only. Concessionaire shall not offer for sale outside of the Marina, including by mail order, other store locations and the Internet, the services and merchandise without the Department's prior written consent. Concessionaire shall not be permitted to sublicense any of the Intellectual Property without the Department's consent. Concessionaire agrees to cooperate in the filing of any affidavits and applications by providing proof of use of the Intellectual Property upon the Department's reasonable request. Concessionaire acknowledges that the Department has the unrestricted authority to set the standards for the use of the Intellectual Property, as well as the standards, specifications and qualities of the accommodations, facilities, services and merchandise. As such, the Department shall have the right, at all reasonable times, to inspect Concessionaire's business locations, services and merchandise for quality verification purposes. The Department, on behalf of the State of South Dakota, does not make any representation or warranty with respect to the Intellectual Property and the use thereof, and expressly disclaims all representations and warranties including, without limitation, the warranty of non-infringement. Concessionaire agrees to promptly notify the Department of any possible infringement of the Intellectual Property by third parties or, of any claims of infringement against Concessionaire and/or the State of South Dakota made by a third party. The State of South Dakota shall

have the sole right to bring any action for infringement and to recover and retain any and all damages.

Section 8. Utilities

Concessionaire shall pay costs for all utilities in the Marina, including but not limited to water, electricity, garbage disposal, telephone, television and telecommunication and wi-fi service. The Department shall be responsible for electrical costs of the sewer lift station located in the Marina. Maintenance responsibilities of Concessionaire for Department-owned utility systems within the Marina shall be in accordance with the performance standards set forth in Exhibit B.

Section 9. Accounting Records and Other Reports

(a) Concessionaire shall prepare and maintain accounting records of the Marina segregated by profit center to include at least marina slip fees, storage fees, service department, convenience store and boat rental revenues, fuel sales, food sales and alcohol sales under generally accepted accounting principles that are customary for marina operating businesses. The records shall be made available for inspection by the Department on reasonable notice during normal working hours.

(b) All capital costs of any fixtures, structures or improvements for which Concessionaire claims a Possessory Interest shall be recorded at actual cost and the depreciation schedule shall be based on generally accepted accounting principles, all of which shall be submitted to the Department at the time such capital assets are entered on Concessionaire's books.

(c) Concessionaire shall submit to the Department annual accounting records and reports for the operation of the Marina to include Gross Receipts broken down by profit center. These records and reports along with state tax remittance forms are to be provided to the Department with the corresponding franchise fee payments as provided for in Section 10 as well as promotion fee payments as provided for in Section 11.

(d) Concessionaire shall within one hundred twenty (120) days of the close of Concessionaire's fiscal year submit to the Department annual audited accounting records and reports for the operation of the Marina to include a consolidated balance sheet and income statement for all operations. Additionally, Concessionaire shall provide a profit and loss statement by profit center and all necessary supporting schedules.

(e) The Concessionaire shall retain all records and reports required by law and under this Agreement for a period not less than five years following the expiration or termination of this Agreement and its amendments. The Department shall, at any time during the term of the Agreement and until five years after the expiration or termination of this Agreement, have access to and the right to examine any of the pertinent books, records, documents, and papers of Concessionaire related to this Agreement, including state and federal income tax records and returns. If the result of any audit or examination of the Concessionaire's financial records indicates substantial discrepancies from the information that is reported to the Department, the Department reserves the right to bill and the Concessionaire shall pay for the costs of conducting such audit or examination in addition to any other amounts payable to the Department pursuant to this Agreement.

(f) From time to time, the Department may require Concessionaire to submit other reports and data regarding the Marina, Concessionaire's performance under this Agreement or otherwise, including but not limited to, operational information and capital progress reports.

(g) Concessionaire agrees to waive any right to confidentiality of all records and reports identified in this section for Commission purposes. This waiver is not intended to apply to third parties or the public at large, except as provided by State law and Subsection (h) below.

(h) Concessionaire agrees to waive any right to confidentiality of records, reports and information contained therein for the purposes of preparing a prospectus and other documents for leasing the Marina, as necessary for any subsequent concessionaire to operate the Marina, or for other legislative or administrative purposes.

Section 10. Franchise Fees

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

(a) Base rent of $42,000 annually; and,
(b) Seven percent (7%) of Gross Receipts in excess of $700,000.00 less restaurant receipts; and,
(c) Five percent (5%) of restaurant receipts

Base rent payments shall be made in three increments of $14,000 on or before January 30th, July 30th and October 30th annually. Payment for Gross Receipts in excess of $700,000 and for annual restaurant sales shall be made on or before January 30th, for the preceding calendar year and shall be accompanied by accounting records as described in Section 9(c). In addition to any rights and remedies afforded to the Department for breach of this Agreement, payments to the Department by Concessionaire not received on or before the due date shall be considered to be in arrears and subject to an interest payment equivalent to one and one-half percent (1.5%) per month of the unpaid amount which shall be added to the following month's remittance.

Section 11. Promotion Fees

In accordance with South Dakota Codified Law 41-17-22.1, a three percent (3%) promotion fee shall be assessed on all gross receipts including boat, motor and trailer sales. The fee which may be added to the price of the product or service will be collected at the point of sale by the Concessionaire. The Fee shall be paid by the Concessionaire to the Department on a monthly basis. All promotion fee payments shall be accompanied by accounting records as indicated in Section 9(c).

Section 12. Remedies, Termination or Expiration of the Agreement

(a) Procedures upon termination or expiration of this Agreement shall be in accordance with ARSD Article 41:13 in effect at the Effective Date of this Agreement or as the same may hereafter be amended during the term of this Agreement.

(b) Upon termination or expiration of this Agreement for any reason, and, in the event that Concessionaire is not to continue the operations authorized under this Agreement after its expiration, Concessionaire shall comply with all applicable requirements of Exhibit C to this Agreement, "Transition to New Concessionaire." This section and Exhibit C shall survive the expiration of this Agreement.

(c) The Department may elect any and all remedies available to the Department under applicable law, including but not limited to the termination of this Agreement upon written notice in whole or in part at any time for default, and may terminate this Agreement upon written notice in whole or in part when necessary for the protection of visitors or area resources. Termination for default may be utilized in circumstances where the Concessionaire has materially breached any requirements of this Agreement, including but not limited to failure to provide obligated fee payments, maintain and operate the minimum required accommodations, facilities, services

and merchandise as provided in Section 3 herein, sale of merchandise disapproved for sale, failure to meet the requirements of the operations and maintenance performance standards as set forth in Exhibit B, and has failed to cure the breach as set forth in this Subsection. If Concessionaire materially defaults on any of the terms or conditions of this Agreement, and does not cure or remedy such default within ten (10) days of receipt of written notice from the Department, or Concessionaire is not diligently proceeding to cure such default if the curing of such default cannot be reasonably effected within such ten (10) day period, the Department may terminate this Agreement without further notice. In the event of termination of this Agreement for default, the provisions of this Section apply.

(i) To avoid interruption of service at the Marina upon expiration or termination of this Agreement, Concessionaire shall, at the option and in the sole discretion of the Department:

a. continue to provide visitor services for a reasonable time, as agreed upon in writing by the parties, to enable the Department to select a successor, and to allow the successor to otherwise comply with the terms of this Agreement in the ordinary course of business and endeavor to meet the standards of service and quality that are required by the Department in order to maintain customer service in conjunction with Exhibit B; or

b. consent to the assignment of a temporary operator, or operation by the Department, for the operation of the Concessionaire Facilities and Personal Property for a period not to exceed 365 days; provided that the temporary operator or the Department pays Concessionaire a reasonable fee for the use of the Concessionaire Facilities and Personal Property, not to exceed ten percent (10%) annually of the depreciated book value of such Concessionaire Facilities and Personal Property used by the temporary operator or the Department, and prorated for the amount of time they are in use by the temporary operator or the Department.

c. consent to the purchase of Concessionaire's inventory and supplies by the temporary operator or the Department for use or resale purposes. The temporary operator or the Department must reimburse Concessionaire for any inventory and supplies purchased by Concessionaire and retained by the temporary operator or the Department for use or resale purposes.

The value of the inventory and supplies retained by the temporary operator or the Department shall be determined by actual invoice amounts submitted to or paid by Concessionaire.

d. consent to the purchase and transfer of the on-sale liquor license used at the Marina to a temporary operator, successor concessionaire or the Department for use or resale purposes. The value of the liquor license shall be mutually determined by the parties. In the event the parties cannot agree to a value, the parties shall mutually select an appraiser to establish the value. If the parties cannot mutually agree to an appraiser, the Department shall select the appraiser.

e. consent to the purchase and transfer of the "Intangible Items" as listed in the Settlement Agreement used at the Marina to a temporary operator, successor concessionaire or the Department for use or resale purposes. The value of the "Intangible Items" shall be mutually determined by the parties. In the event the parties cannot agree to a value, the parties shall mutually select an appraiser to establish the value. If the parties cannot mutually agree to an appraiser, the Department shall select the appraiser.

(d) The Department shall have a right to offset amounts owed to the Department against all amounts owed by the Department under this Agreement.

(e) If any legal proceedings are brought by either party to this Agreement against the other in connection with the interpretation, application or performance of the terms and conditions of this Agreement, each party shall be required to pay its own attorney's fees and costs in connection with such proceedings. All amounts due the Department by reason of any default on the part of Concessionaire shall accrue interest at the rate of one and one-half percent (1.5%) per month from the date the amount is due until paid.

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

Section 13. Possessory Interest Provisions

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

Section 14. Indemnification, Waiver of Claims and Insurance

(a) Concessionaire agrees to defend, hold harmless and indemnify the State of South Dakota, its officers, agents and employees from and against any and all actions, suits, damages, liabilities and expenses, including but not limited to attorneys' fees, in connection with the loss of life, personal injury and/or damages to property of third persons that may arise from or out of the occupancy, use or maintenance of the Marina, and as a result of performing services hereunder. This section does not require Concessionaire to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees. This indemnification shall survive the termination or expiration of this Agreement.

(b) Concessionaire agrees that during the term of this Agreement Concessionaire shall maintain such insurance as Concessionaire deems necessary but agrees that the minimum amount of insurance Concessionaire shall acquire and maintain in full force and effect throughout the period of time covered by this Agreement shall be as set forth below. Concessionaire shall maintain the following coverages and limits, but may attain the same by means of supplementing the respective coverages with Excess Umbrella Liability

(i) Commercial General Liability Insurance: Concessionaire shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than Two Million Dollars ($2,000,000.00) for each occurrence and a per location aggregate limit of not less than Two Million Dollars ($2,000,000.00). If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

(ii) Business Automobile Liability Insurance: Concessionaire shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than One Million Dollars ($1,000,000.00). Such insurance shall include coverage for owned, hired and non-owned vehicles.

(iii) Excess Umbrella Liability Insurance: This coverage may be used to supplement any of the above liability coverage policies in order to arrive at the required minimum limit of liability coverage. In addition, coverage shall be at least as broad as that provided by underlying insurance policies, and the limits of underlying insurance shall be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage afforded under the "Excess Umbrella" liability policy.

(iv) Worker's Compensation Insurance and Unemployment Insurance: This coverage shall be as required by South Dakota law covering Concessionaire employees as will protect itself and the State of South Dakota and agencies thereof from claims under the Worker's Compensation laws and unemployment insurance laws of the State of South Dakota.

(v) Personal Property Insurance:

1. Amount of Insurance: 100% of replacement value, without deduction for physical depreciation
2. Insurance shall cover the Personal Property contained in all buildings, structures, improvements & betterments for all Government Facilities and Concessionaire Facilities and/or used in Concessionaire's operations.
3. Coverage shall apply on an "All Risks" or "Special Coverage" basis.
4. The policy shall provide for loss recovery on a replacement value basis, without deduction for physical depreciation.
5. "Blanket Amount" insurance is to be provided. The amount of insurance (limit of liability) should represent no less than 100% of the replacement value of the sum total of all insured property, without deduction for physical depreciation.
6. The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.
7. The vacancy and unoccupancy restriction, if any, must be eliminated for Personal Property that shall be vacant or unoccupied beyond any time period specified in the policy.

(vi) Real Property Insurance: Concessionaire shall provide real property insurance to cover against loss to Concessionaire Facilities at 100% of replacement value (without deduction for physical depreciation).

(vii) Liquor Liability Insurance: Concessionaire shall maintain liquor liability insurance with a limit of not less than One Million Dollars ($1,000,000.00).

(c) These minimum requirements are subject to evaluation and revision every two years during the term of this Agreement or upon renewal or modification of this Agreement.

(d) Concessionaire, prior to engaging in and/or providing the services described herein, shall furnish satisfactory proof of such insurance by filing with the Department, a Certificate of Insurance from the Insurance Company verifying and certifying to the existence and limits of the required insurance. Such Certificate shall provide therein that no cancellation of said insurance shall be made or become effective without at least thirty (30) days' written notice being provided to the Department. Concessionaire is required to provide to the Department a current certificate of insurance at all times.

(e) Concessionaire agrees to report to the Park Supervisor any event encountered in the course of performance of this Agreement which results in injury or loss to any person or property, or which may otherwise subject Concessionaire, the State of South Dakota and/or their respective officers, agents or employees to liability. Concessionaire shall report any such event to the Park Supervisor immediately upon discovery. Concessionaire's obligation under this section shall only be to report the occurrence of any event to the Park Supervisor and to make any other report provided for by Concessionaire's duties or applicable law. Concessionaire's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the Park Supervisor under this section shall not excuse or satisfy any obligation of Concessionaire to report any event to law enforcement or other authorities under the requirements of any applicable law.

(f) The Department has no obligation to and is not responsible for payment of any money to Concessionaire that results from disruption of services.

(g) Except as set forth in Section 6(e), neither the Department nor Concessionaire shall be liable to the other, nor to any SubConcessionaires, for any loss or damage to any building,

structure or other tangible property owned by the other, including but not limited to lost rents, income and profits, even though such loss or damage might have been occasioned by the negligence of such party, its employees, agents, contractors or invitees. Concessionaire shall include in any lease, contract or agreement with a SubConcessionaire a provision in accordance with this Subsection.

Section 15. Repair and Maintenance Reserve Provisions

a) Concessionaire shall establish a repair and maintenance reserve (the "Repair and Maintenance Reserve"). Concessionaire shall contribute to the Repair and Maintenance Reserve a sum no less than:

i) Three percent (3%) of the annual Gross Receipts less restaurant sales and fuel sales receipts; and,

ii) One and one half percent (1.5%) of restaurant sales and fuel sales receipts

This reserve shall be credited by the 15th of every month based upon the preceding month's Gross Receipts.

b) Use of Funds. Funds in the Repair and Maintenance Reserve shall be used for the maintenance, repair and renovation of Concessionaire Facilities included in this Agreement.

(i) 20% of the total annual contribution may be expended by Concessionaire for repair and maintenance of Concessionaire Facilities on an emergency basis without prior approval. If not expended during any calendar year, the remainder shall be expended by Concessionaire under the provisions of Section 14 (b) (ii) hereof.

(ii) The remaining 80%, plus any amounts not expended under subsection (b)(i) of this Section 15 shall be administered and utilized for maintenance, repair and renovation of Concessionaire Facilities which projects have been previously approved by the Department.

c) Unallowable Uses. Funds in the Repair and Maintenance Reserve shall not be used for the following:

(i) Seasonal salaries of Concessionaire's employees, SubConcessionaire's employees, and/or independent contractors performing housekeeping and grounds keeping activities associated with Concessionaire's and SubConcessionaire's respective operations.

(ii) Routine maintenance including, but not limited to, periodic and/or occasional inspection, adjustment, lubrication, cleaning, painting, replacement of parts, repairs, and other activities intended to prolong service and prevent unscheduled breakdown.

(iii) Preventative maintenance, including planned or scheduled servicing, inspection and adjustment activities that result in continued service, fewer breakdowns, and intended to prevent premature failure of equipment and materials.

(iv) New construction or additions to existing facilities.

d) Possessory Interest. Concessionaire does not obtain any right to a Possessory Interest for repair and maintenance of Concessionaire Facilities funded from the Repair and Maintenance Reserve.

e) Approval process. An annual repair and maintenance plan of action shall be developed by Concessionaire and submitted to the Department for approval prior to the commencement date of this Agreement, and by November 1 of each year thereafter. The plan shall outline proposed repair and maintenance projects consistent with the above requirements for the succeeding calendar year. If Concessionaire and the Department cannot agree on the plan of action, then the Commission shall make the final determination on the plan. The repair and maintenance plan shall be performed as approved prior to December 15 of the following year unless the approval contemplated the extension thereof, or unless an extension is granted by the Department. Concessionaire shall provide the Department with a detailed report of activities and the costs expended and incurred, for all annual repair and maintenance work completed. This report is due by January 1 of each year, unless an extension of time was granted.

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

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

Facilities associated with this Agreement. If there is a deficit at the end of the Agreement term, Department shall compensate Concessionaire for the amount of the deficit.

h) If this Agreement is terminated by the Department before the established expiration date, the Department shall reimburse Concessionaire for the cost of approved repairs and maintenance activities expended by Concessionaire which have been prepaid but not recovered by application of the annual Repair and Maintenance Reserve.

i) The Department and Concessionaire have identified the following projects as priorities to be addressed under the Repair and Maintenance program detailed in this Section 15:

(i) Renovation of the gas dock to include new floats, gas pumps and dock surface materials scheduled for completion by May 1, 2017
(ii) Upgrades and improvements to dock electrical components

Section 16. Personal Property Replacement Reserve Provisions

(a) The Concessionaire shall establish a Personal Property Replacement Reserve for each year with a value of at least 2.0% of annual Gross Receipts. The amount expended by Concessionaire in purchasing Personal Property during the term of this Agreement must be at least 2.0% of Gross Receipts for the same period.

(b) An annual Personal Property Replacement Reserve plan of action shall be developed by Concessionaire and submitted to the Department for approval by November 1 of each year. The plan of action shall outline proposed Personal Property items to be purchased or replaced. If the Concessionaire and the Department cannot agree on the plan of action, then the Commission shall make the final determination of the specifics of the plan. The Personal Property Replacement Reserve plan shall be performed as approved prior to December 15 of the following year, unless the approval contemplated the extension thereof, or unless an extension is granted by the Department. Concessionaire shall provide the Department an annual report of all expenditures of the Personal Property Replacement Reserve Program, with a detailed listing of all items purchased in the prior year. The report shall include acquisition dates and amounts. Auditable receipts for all purchases shall be maintained and submitted upon request of the Department. This statement is due by December 31, unless an extension of time is granted by the Department.

(c) All items of Personal Property acquired by Concessionaire shall remain property of Concessionaire at the end of the term of this Agreement. No compensation is due Concessionaire from a successor concessionaire for Concessionaire's Personal Property created under the Personal Property Replacement Program. However, a successor concessionaire may purchase such Personal Property from Concessionaire subject to mutually agreed upon terms.

Section 17. General Provisions

(a) Reference to the Department in this Agreement shall include the Department Secretary, Director of the Division of Parks and Recreation, Park Supervisor and their authorized representative(s).

(b) Concessionaire shall comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to operating the Marina and providing services pursuant to this Agreement, and shall be solely responsible for obtaining current information on such requirements.

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

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

(e) This Agreement and any operations and services authorized thereunder may not be assigned, sublet, extended, renewed or amended in any respect, except when agreed to in writing by the Department and Concessionaire.

(f) Concessionaire may not use SubConcessionaires, subcontractors or sublessees to perform the services described herein without the express prior written consent of the Department. Concessionaire shall include provisions in its Department-approved SubConcessionaire agreements requiring its SubConcessionaires, subcontractors, or sublessees to comply with all provisions of this Agreement, to indemnify the Department, and to provide insurance coverage for the benefit of the Department in a manner consistent with this Agreement. Concessionaire shall cause its

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

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

(g) In addition to the remedies afforded to the Department for breach of the terms of this Agreement, the Department reserves the right to bill Concessionaire for, and the Concessionaire agrees to pay to the Department, the actual costs incurred by the Department to provide any minimum required accommodations, facilities, services and merchandise for sale specified in Section 3 of this Agreement in the event Concessionaire fails to provide those minimum required accommodations, facilities, services and merchandise for sale.

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

(i) Concessionaire acknowledges and supports the Department's effort to collect park entrance fees to provide for the continued maintenance of the South Dakota state park system.

(j) In each instance where the consent, approval or acceptance of the Department is required under the terms of this Agreement, such consent, approval or acceptance shall be in writing and shall not be unreasonably withheld by the Department.

(k) Concessionaire agrees that in performance of this Agreement it is acting as an "independent contractor" and not as an employee, representative or agent of the Department.

(l) Any notice or other communication required under this Agreement shall be in writing and sent or delivered to the address set forth below. Notices shall be given by and to the Director on behalf of the Department, and by and to Christopher Donlin on behalf of Concessionaire, or such authorized designees as either party may from time to time designate in writing.

Department	Concessionaire
Director	Christopher Donlin
Division of Parks & Recreation	Lewis and Clark Marina
523 East Capitol	P.O. Box 19
Pierre, South Dakota 57501	Pickstown, SD 57367

Corps of Engineers
District Engineer
Omaha District
215 North 17th Street
Omaha, NE 68102

Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail or, if personally delivered, when received by such party. Copies of all correspondence from Concessionaire to the Department or Director shall be sent simultaneously to the Park Supervisor.

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

Section 18. Discrimination.

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

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

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

Section 19. Park Entrance License Provisions.

(a) All individuals entering or utilizing the Marina are subject to the park entrance license requirements and payment of the required fee except for the following:

(i) Employees or volunteers traveling under the most direct route from the park entrance to their designated work duty stations during designated working hours. Concessionaire shall provide employees with entrance license exemption decals, approved by the Park Supervisor, to display in their vehicles.

(ii) Any commercial or service vehicles doing direct business with the Marina.

(iii) Restaurant patrons parked in the area as identified on Exhibit A-4.

(b) Concessionaire shall take reasonable steps to ensure that its patrons, employees, agents, and volunteers comply with the park entrance license fee requirements.

Section 20. Resident Use

(a) Except for the on-site manager's residence, no portions of the facilities or Resort assigned hereunder shall be used for the purposes of seasonal or permanent residency unless authorized in writing by the Department.

Section 21. Surety Bond Requirement

The Concessionaire will furnish the Department with a surety bond, certificate of deposit or other instrument as approved by the Department in the name of the Department of Game, Fish and Parks effective for each year of the lease in the amount of $42,000.00 conditioning the Concessionaire's faithful fulfillment and performance of the terms and conditions of this Agreement. The surety bond, certificate of deposit or other approved instrument shall be released to the Concessionaire upon termination or expiration of the lease after all Franchise Fees, Promotion Fees and other charges owed to the Department have been paid in full and facilities have been returned to the Department in a condition consistent with the terms of this Agreement. Commencing on March 1, 2015, and continuing each January thereafter during the term of this Agreement, the Department shall review the Concessionaire's performance of its duties and obligations under this Agreement, and shall, in its sole discretion, determine whether to release, reduce, or maintain the bonding requirements set forth in this Section 20.

Section 22. Restaurant

The Concessionaire shall provide the Department with a restaurant sublease operator solicitation and selection plan for the initial concession lease year by March 1, 2015 which shall include, at a minimum, the following:

(a) Draft print advertisement including a description of the business opportunity and deadline to receive submissions
(b) Selected publications for advertisement
(c) Intended print dates and price quotes for all selected publications
(d) All other media outlets to be used with ad run dates and price quotes
(e) Operator qualifications and selection criteria to be used in evaluating potential operators
(f) Draft sublease template intended to be utilized for Department review
(g) Intended dates for operator selection
(h) Contingency restaurant operation plan in accordance with the annual plan requirements in this Section 21 should a sublease operator not be identified for the required season.

Thereafter the Concessionaire shall provide the Department, for Department approval, a detailed restaurant operating plan which addresses all services, products, staffing, management, hours, budgets, and repairs pertaining to the restaurant operation by April 1, 2015 and by March 15 of each year thereafter.

Upon prior written approval by the Department, restaurant facilities may be assigned and sublet by the Concessionaire to a qualified restaurant operator provided:

1. Sublet operator agrees in writing to perform all of the terms and conditions of this Agreement relating to food service the same as if it were being performed by the Concessionaire including but not limited to the collection and payment of Franchise Fees, Promotion Fees and reserve amounts required in this Agreement.

2. Concessionaire shall remain responsible throughout the term of this Agreement for any collection and payment of any Franchise Fees, Promotion Fees and reserve amounts required in this Agreement due to the Department as a result of any restaurant assignment or sublease. The Department retains the right to exercise any and all remedies afforded to it in this Agreement to collect any unpaid fee obligations as a result of restaurant assignment or sublease.

Section 23. Boat, Motor and Trailer Sales

In accordance with Section 3(a) of this Agreement, the Department authorizes the Concessionaire to sell boats, motors and trailers at the Marina provided all such sales are conducted on site. All sales conducted under this section are subject to all fee and reserve fund requirements of this Agreement unless otherwise specifically stated.

Section 24. Procedure for Assignment, Sale or Transfer of Agreement

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

END OF AGREEMENT TEXT

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

Dated at Pierre, South Dakota, this ____ day of _____, 2015.

SOUTH DAKOTA DEPARTMENT OF GAME, FISH AND PARKS

BY: _____
Douglas Hofer, Director
Division of Parks and Recreation

CONCESSIONAIRE

BY: _____
Christopher Donlin

U.S. ARMY CORPS OF ENGINEERS

BY:_____

List of Exhibits

Exhibit A

A-1 – Land Assignments Map for area including Concessionaire and Government Facilities Assigned to the Concessionaire
A-2 – List of Concessionaire Facilities and associated possessory interest
A-3 – List of Buildings and Structures Constituting Government Facilities Assigned to the Concessionaire
A-4 – Park Entrance License Exemption Area

Exhibit B

PERFORMANCE STANDARDS FOR THE OPERATIONS AND MAINTENANCE OF THE LEWIS AND CLARK MARINA

Exhibit C

TRANSITION TO A NEW CONCESSIONAIRE

Exhibit D

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


Exhibit A-1
Concession Lease Boundary
Lewis and Clark Marina

EXHIBIT A-2

List of Concessionaire Facilities and associated possessory interest

CONCESSIONAIRE IMPROVEMENT AUTHORIZATION
AND
DETERMINATION OF POSESSORY INTEREST

South Dakota Division of Parks and Recreation

Exhibit A-2 attached to and made part of Agreement:

Concessionaire:	**Agreement (Effective Date):**

Concessionaire Facilities and Associated Possessory Interest

Fac No	Qty	Description	Possessory Interest at Agreement Effective Date
1	7	48' X 18' open slips	100%
2	6	42' X 16' covered slips	100%
3	34	42' X 16' open slips	100%
4	30	36' X 14' covered slips	100%
5	16	36' X 14' open slips	100%
6	4	36' X 16' open slips	100%
7	6	40' X 16' open slips	100%
8	8	30' X 12' covered slips	100%
9	102	30' X 12' open slips	100%
10	16	30' X 14' open slips	100%
11	20	24' X 10' covered slips	100%
12	100	24' X 10' open slips	100%
13	20	18' X 10' covered slips	100%
14	40	18' X 10' open slips	100%
15	61	Personal Watercraft Slips	100%
16	1	Fuel and rental dock with credit card fuel pump and dispensers	100%
17	1	Courtesy Dock	100%
18	1	On site manager's residence	100%

EXHIBIT A-3

List of Buildings and Structures Constituting
Government Facilities Assigned to the Concessionaire

BUILDINGS AND STRUCTURES CONSTITUTING GOVERNMENT FACILITIES	
Concessionaire: Lewis and Clark Marina	**Concession Agreement (Effective Date):**

Buildings and Structures

Fac. ID No.		Description
1		Convenience store and office building
2		Large steel shop Building
3		Restaurant building
4		West Marina block comfort station
5		North Marina wood frame comfort station
6		North Marina picnic shelter
7		Southwest marina picnic shelter
8		East Marina boat ramp and associated docks
9		Boat lift well
10		Boat sanitary pump out system
11		Boat fuel storage and leak detection system
12		Roads, curb edges, culverts and marina rip-rap
13		All underground utilities
14		Concrete sidewalks

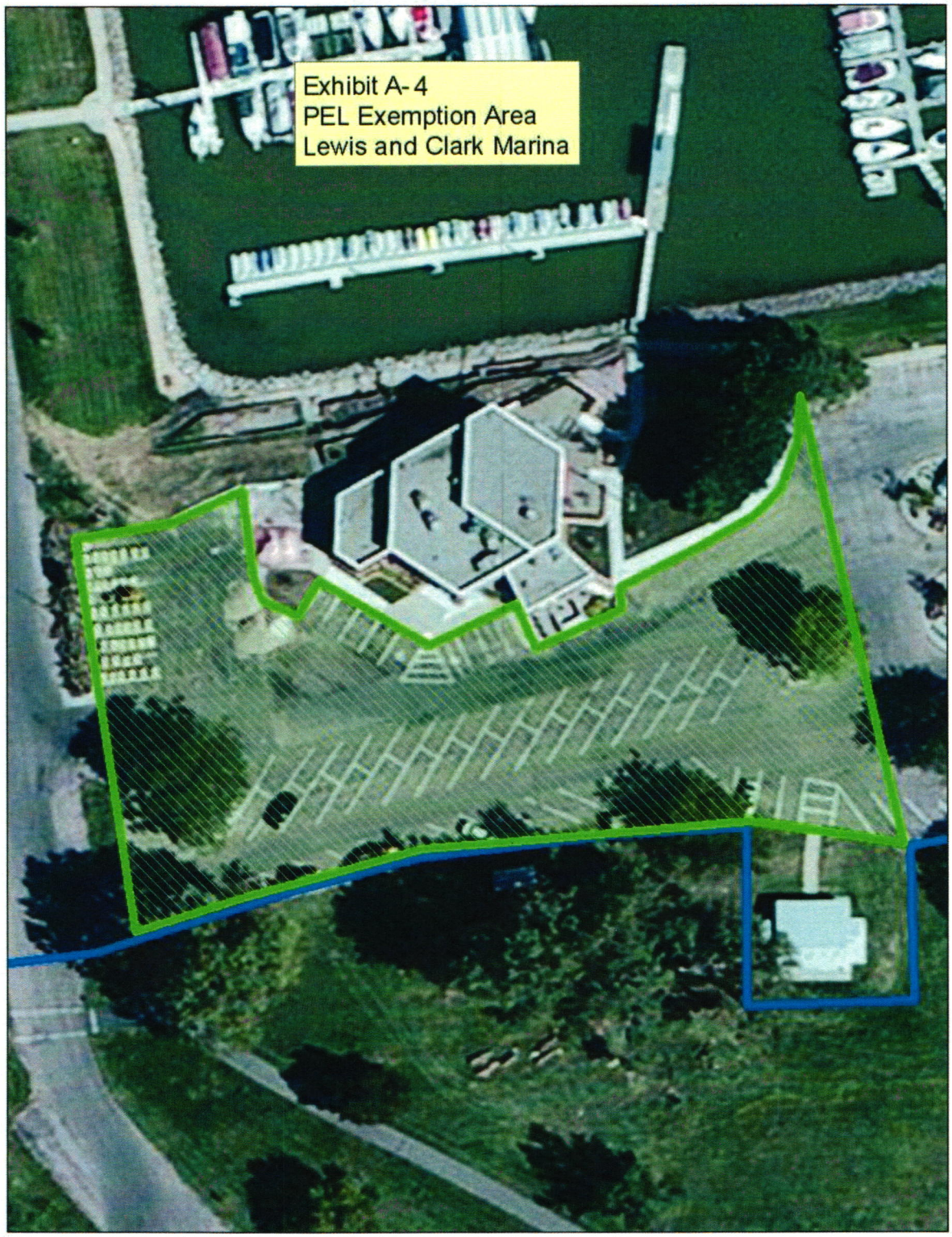


Exhibit A- 4
PEL Exemption Area
Lewis and Clark Marina

EXHIBIT B

PERFORMANCE STANDARDS FOR THE OPERATIONS AND MAINTENANCE OF THE LEWIS AND CLARK RECREATION AREA MARINA

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

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

Section 1. General

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

Section 2. OPERATIONS

(a) Dates of Operation

Marina facilities and services must be open and available to the public. The minimum season for all services except full restaurant food service is daily operation during May 1 until October 15th of each year. Full restaurant food service must be open and available daily to the public no later than the Friday preceding Memorial Day and closed no earlier than Labor Day of each year. Concessionaire shall have access to the Marina at all times during the term of the agreement. During those periods when the facilities and services

are not open to the public, the Concessionaire's activities shall be limited to those necessary to accomplish its administrative, maintenance, capital improvement and security obligations and responsibilities under the Agreement. Any exceptions to this must be approved by the Department. If the Marina is open or offering services beyond the minimum required dates as required by this Agreement, the Concessionaire must provide a schedule of the days, hours and services that shall be available to the Park Supervisor in advance of any changes in said schedule.

(b) Hours of Operation

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

Operating Hours				
		Minimum	Maximum	Minumum days
	All Marina service except restaurant and service department	8:00 am to 8:00pm	6:00am to 11:00pm	Monday Through Sunday
	Service Department	8:00 am to 5:00pm	6:00am to 11:00pm	Monday through Sunday
	Restaurant	11:00 am to 9:00pm	7:00am to 11:00pm	Monday through Friday
		7:00 am to 9:00pm	7:00am to 11:00pm	Saturday and Sunday

(ii) Deviations from this standard must be submitted in writing and in advance of any modifications and shall be subject to approval by the Department.

(iii) An authorized representative of the Concessionaire shall be available to the Department's on-site representative at all

times to respond to and handle emergencies. A listing of authorized Concessionaire representatives and their permanent residence telephone numbers shall be provided to the Department at the commencement of the Agreement and annually thereafter to be included in the annual operating plan. Modifications to the listing shall be communicated to the Department within twenty-four hours of the same.

(c) Utilities

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

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

(ii) Sewer – The Department shall provide the waste water disposal service within the Marina. The Department shall be responsible for all major repairs and replacements required to maintain the sewer infrastructure. The Concessionaire shall be responsible for removal of all blockages of the sewer system within the Marina to ensure continuous availability of the sewer system for public use, including removal of blockages caused by the deposit of restaurant grease into the system. All sanitary sewer collection system repairs shall be performed by a qualified individual licensed by the South Dakota Plumbing Commission, except for emergency temporary repairs required to prevent or minimize property damage or for public safety.
The Concessionaire shall not discharge or permit to be discharged any chemicals, substances or materials into any sanitary or storm sewer system that are not lawful and

labeled or designated as acceptable for such discharge into the sewer systems including restaurant grease.

(iii) Garbage Disposal – The Concessionaire shall be responsible for contracting with a local garbage hauler and paying all costs directly to the hauler. The Concessionaire is responsible for providing dumpsters and receptacles of which the size, locations, colors and construction are acceptable to the Park Supervisor. Dumpsters shall be emptied and maintained as to not allow or encourage overflowing garbage, offensive odors or other unsightly problems. No disposal of refuse of any type shall be permitted within the Park without approval of the Park Supervisor.

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

(d) Department Activities

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

(e) Visitor Information

(i) The Department shall provide at no expense to the Concessionaire, and the Concessionaire shall make available and provide without charge to all patrons and Marina visitors, informational literature, safety precautions and notification of potential hazards with respect to Lewis and Clark Recreation Area.

(ii) The Department shall cooperate with the Concessionaire in the distribution and communication of available concession services and customer satisfaction surveys, so long as all materials are provided to the Department free of charge, and Department resources are available to perform the requested distribution and/or communication.

(iii) In an effort to evaluate and improve public services provided by Concessionaires throughout the state park system, the Department may wish to implement customer satisfaction

surveys for Concessionaire patrons. The Concessionaire shall cooperate with the Department for the distribution, collection, and administration of any customer satisfaction surveys or comment cards.

(f) Orientation Training for Marina and Park Employees

(i) All Marina employees and volunteers shall be expected to effectively and courteously respond to the public to inform them of all the Marina's and Park's services, activities, and information.

(ii) The Concessionaire agrees on an annual basis to arrange for and allow Park employees to attend, or as otherwise agreed to be necessary by the Concessionaire and Park Supervisor, an orientation session scheduled and conducted by the Concessionaire to acquaint Park employees with the resources, features and services of Lewis and Clark Recreation Area. Concessionaire employees, and designated representatives that are employed by the Concessionaire at the time that the training is offered, shall participate in training provided by the Department on Park regulations and informational topics

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

(g) Advertising

(i) In addition to the provisions of ARSD § 41:13:02:08, use of the State seal, Department or other logos affiliated with the Division of Parks and Recreation, is expressly prohibited without prior written approval of the Department.

(ii) Promotional material distributed within the Park is restricted to services and facilities within the Park and region and is subject to approval by the Park Supervisor.

(h) Special Events

(i) Special events planned or promoted by the Concessionaire must be proposed in writing and receive prior written approval of the Department. Written proposals shall be made at least 15 days in advance of the planned special event.

(ii) Special events are those activities which materially deviate from the minimum required and authorized services. In addition to the written approval of the Department, special events permits may be necessary. Conformance to all Department regulations related to special events shall be required.

(i) Employees

(i) Any changes or appointments proposed by the Concessionaire to the management personnel who oversee all areas of the Marina are subject to Department approval.

(ii) Each on-site manager must possess the necessary experience and expertise to ensure a high quality marina operation. The Concessionaire shall employ only competent and orderly employees who shall keep themselves neat and clean and accord courteous and competent treatment and service to all patrons. Whenever the Department notifies the Concessionaire that a Concessionaire employee is rude or discourteous to customers, disorderly, incompetent or unsatisfactory, the Concessionaire shall investigate the matter thoroughly, and take appropriate corrective action.

(iii) The Department shall issue to all employees and volunteers of the Concessionaire a park entrance license exemption decal to be placed and properly displayed in employee and volunteer vehicles at all times when the vehicles are parked within the Marina. The exemption shall be valid only for current employees and volunteers of the Marina while actively working at the Marina. The exemption decal is valid for employees or volunteers traveling under the most direct route from the Park entrance to their designated work duty station, during designated working hours.

(iv) In providing visitor services, the Concessionaire must require its employees to observe strict impartiality as to rates and services in all circumstances.

(v) The Concessionaire shall ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public. The Concessionaire shall have its employees who come in direct contact with the public, so far as practicable, wear a uniform or badge by which they may be identified as the employees of the Concessionaire.

(vi) The Concessionaire shall provide all personnel necessary to provide the visitor services required and authorized by this Agreement.

(vii) The Concessionaire shall comply with all applicable laws relating to employment and employment conditions.

(viii) The Concessionaire shall establish pre-employment screening, hiring, training, employment, termination and other policies and procedures for the purpose of providing visitor services through its employees in an efficient and effective manner and for the purpose of maintaining a healthful, law abiding, and safe working environment for its employees. The Concessionaire shall conduct appropriate background reviews of applicants to whom an offer for employment may be extended to assure that they conform to the hiring policies established by the Concessionaire.

(ix) The Concessionaire shall review the conduct of any of its employees whose actions or activities are considered by the Concessionaire or as reported to the Concessionaire by the Department to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and shall take such actions as are necessary to correct the situation.

(x) The Concessionaire shall maintain, to the greatest extent possible, a drug free environment in the workplace and within the Marina. The Concessionaire shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, ingestion or use of a controlled substance is prohibited in the workplace and in the Marina, and specifying the actions that shall be taken against employees for violating this prohibition.

(xi) Marina mechanics and service employees will be trained in the applicable marina factory service. At least one Marina mechanic will have valid factory certification from at least one major marina propulsion manufacturer. Proof of current certification shall be provided to the Department annually by March 15.

(j) Signs

(i) The Department is responsible for providing and maintaining all traffic control signs within the Marina. The Concessionaire is responsible for providing and maintaining

all other signs within the Marina. All signs must be approved in advance by the Department and be of a design and fabrication that is consistent with the signage program of the overall Park.

(ii) No signs, permanent or temporary, may be erected or placed outside of the Marina, on Department property without the prior written approval of the Park Supervisor.

(iii) All signs shall be of a professional quality appearance.

(iv) Signs or other paraphernalia visible to the general public associated with political candidates or issues is expressly prohibited. There shall be no signs visible from outside the buildings within the Marina that contain any advertisements or insignia that identify with intoxicating beverages without the written permission of the Department.

(k) Lost and Found

Items found by or turned in to the Concessionaire shall be returned to the owner if identifiable. All other items shall be tagged, showing the location found, name and address of the finder and turned into the Concessionaire office.

(l) Complaints

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

(ii) Any complaints regarding the Marina received by the Department shall be documented and forwarded to the Concessionaire for resolution.

(m) Pets

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

(n) Safety

(i) The Concessionaire must maintain and test all life and property safety equipment, devices and systems according to established and applicable laws, rules, regulations, and codes. Such equipment, devices, and systems may include but are not limited to smoke detectors, fire extinguishers, fire suppression systems, alarms, escape routes and egress openings. Any malfunctions of safety equipment, devices and systems must be reported to the Park Supervisor immediately.

(ii) The Concessionaire shall immediately notify the Department of any accident of which it has knowledge involving visitors, patrons or employees. The Department shall immediately notify the Concessionaire of any accident that involves personal injury or property damage in the Marina in addition to any pending or actual litigation.

(iii) The Concessionaire must provide and promote policies and training to its employees on how to detect, report and minimize any unsafe or hazardous situations.

(o) Third Party Service Contractors and Vendors

Third party service contractors and vendors will only be allowed to work within the Marina with the prior approval of the Concessionaire, which shall not be unreasonably withheld if Marina cannot perform the work in a timely manner. The Concessionaire will have procedures in place to ensure that all third party vendors are subject to the same requirements and conditions of the Agreement as is the Concessionaire. Boat owners may authorize service providers to remove their boats from the Marina at any time for the performance of off-site service or repair work.

(p) Rentals

(i) All equipment offered to the public for rental shall be maintained in good operating condition and appearance. Defective or damaged equipment shall not be rented at any time.

(ii) All watercraft that are available for rent shall be equipped with at least one approved personal flotation device per rated passenger. All vessels shall comply with all state and U.S. Coast Guard regulations and laws.

(iii) All watercraft that are on the water shall be discreetly identified with the company name and an identification number.

(iv) The Concessionaire shall reasonably attempt to ascertain the prospective renter's ability and competency to safely operate the item(s) being rented. Where reasonable doubt as to the required ability and competency exist, the Concessionaire may refuse to rent the item(s).

(v) The Concessionaire shall clearly indicate as part of the rental agreements utilized in its operation, the specific and implied liabilities resulting from a prospective customer's use of the rental equipment.

(q) Food and Beverage Service

(i) The Concessionaire shall comply with all applicable health codes, laws and regulations in order to maintain the required South Dakota Department of Health food service establishment license. Copies of all inspection reports must be provided to the Department. The Concessionaire must immediately notify the Department of any deficiency or failure to comply as a result of Department of Health inspections.

(ii) Food Safety Certification. The Concessioner shall have at least one full-time certified food safety manager. The manager shall be certified as a ServSafe Food Protection Manager by the National Restaurant Association. The Concessioner is required to train all employees involved in food preparation in compliance with all applicable laws.

(iii) Liquor Laws. The Concessionaire shall have at least one full-time manager that has attended a liquor law training program and is required to train all employees involved in alcoholic beverage service in compliance with all applicable laws.

(iv) On and off-sale alcoholic beverages shall be permitted to the extent that those services authorized under the Concession Agreement and subject to the Concessionaire's securing of all applicable licenses and permits and complying with all applicable state laws.

(v) All foods, drinks, beverages, confections, refreshments and the like sold or kept on the premises for sale shall be of first quality, wholesome and pure and shall conform in all

respects to the applicable federal, state and municipal laws and regulations. No imitation, adulterated or misbranded article shall be sold or kept for sale, and all material on hand shall be sorted and handled with due regard for sanitation.

(r) Merchandise, Convenience Items and Accessories Sales

(i) All merchandise, convenience items and accessories and the like sold or kept on the premises for sale shall be of high quality, wholesome and pure and shall conform in all respects to the applicable federal, state and municipal laws and regulations. No imitation, adulterated or misbranded article shall be sold or kept for sale. Concessionaire shall be responsible for collecting and remitting all sales taxes as required by law.

At minimum, store locations must provide the following:

1. First aid items such as bandages, antiseptics, pain relievers, skin ointments, sunscreen, and bug repellent.
2. Basic grocery, toiletry and personal items.
3. Ice
4. Fishing tackle and supplies.
5. Basic boating supplies

(ii) Display areas and shelving are to be clean and attractive and the merchandise well-presented and uncluttered.

(iii) No merchandise shall be sold which are obscene, sexually oriented, profane, vulgar or demeaning.

(iv) Fireworks shall not be sold, stored or used at the Marina.

(s) Marina Repair and Service

Concessionaire shall warranty all repair and service work it performs for Marina patrons unless otherwise agreed to in writing in advance between Concessionaire and the customer. Concessionaire shall establish a dedicated service assistance phone line which will be posted at the entrance to each dock.

(t) Marina Security

Competent and appropriately trained personnel will be on security duty 24 hours per day from May 15 through September 15 of each

year. An on-site supervisor will reside in the Marina residence throughout the remainder of the year to provide security control. Primary consideration will be given to the safety of people, personal property and marina facilities. The Concessionaire shall make arrangements with a local law enforcement agency for response service when enforcement situations arise in the Marina. Concessionaire will establish and share with the Department its procedure(s) for contacting law enforcement personnel for assistance when needed.

(u) Vehicle Management Plan

The Concessionaire will initiate and thereafter work with the Department to develop a vehicle management plan for the Marina. The objective of the plan will be to ensure adequate parking for Marina patrons within existing carrying capacities and Department regulations pertaining to vehicle use in state park and recreation areas. The plan will be in place by May 1, 2015, and reviewed annually. The Department reserves the right to enforce all Department regulations within the Marina including the park entrance license requirements for Non-Marina patrons utilizing marina parking lots to access and use park facilities outside the Marina.

(v) Boat and Trailer Sales Area

A specific area within the Marina will be designated for the display of boats and trailers for sale. The Concessionaire will work with the Department to determine the size and location of the sales area. It will be the responsibility of the Concessionaire to sign and maintain the sales area in an aesthetically pleasing manner that blends with the marina surroundings. All boats and trailers displayed for sale at the Marina will be restricted to the designated sales area. Boats may be displayed for sale on the water.

(w) Communications

The Concessionaire and the Department shall work together to ensure efficient and convenient levels of communication between marina patrons and the Concessionaire to ensure that marina patron feedback, comments and complaints are coordinated in a timely and responsive manner. At a minimum, the Concessionaire will provide the following:

1. Provide a bulletin board to be located at the entrance of each dock to allow marina slip holders to post messages for marina related events.
2. The Concessionaire will provide an after-hours phone number to contact marina staff in the event of an emergency.
3. The Concessionaire shall provide a comment card system to be located at all key facilities at the marina.
4. The Concessionaire shall conduct an annual customer service survey of the slip holders. The Concessionaire shall keep on file

and the Department shall have access to customer service surveys and all responses.

(x) Fuel Sales

(i) Concessionaire shall be responsible for the proper fueling of all boats and for instructing the public who wish to fuel their own boats on the appropriate safety measures that must be undertaken prior to and during fueling.

(ii) Concessionaire shall operate and maintain all fuel storage tanks and dispensing systems located within the Marina in compliance with applicable laws. Concessionaire shall provide the Department with a copy of all inspection reports prepared in connection with the operation and maintenance of the fuel storage and dispensing systems located within the Marina.

(y) Guide Service

(i) Fishing Guide Service

1. Guides must possess sufficient knowledge of park resources and safety procedures.

(z) Boat Slip Allocation Process

(i) On or about January 1 of each calendar year, slip lease contracts will be sent out to all slip holders of record from the previous season. The concessionaire may refuse issuance of a new slip contract only if a slip holder of record has materially breached their Department-approved slip rental contract with the Concessionaire. It is required that the previous slip holder return the slip lease with full payment by February 15 to reserve the same slip for the new season. Immediately after that date, changes to slip type or location (requested by returning slip holders) are made if available.

(ii) Once this process is complete with the previous year's slipholders, the assignment of vacant slips begins. New slip lease contracts are sent out to any person requesting a slip in writing for the new season on a first come, first served basis. In the case of an over demand for a particular size or location of slips the oldest written request will be honored first.

(iii) The Department shall have access to all slip rental documentation and correspondence upon request.

SECTION 3. MAINTENANCE AND FACILITY IMPROVEMENTS

(a) General

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

(b) Plans and Materials

(i) Proposals by the Concessionaire to change physical facilities, both Government Facilities and Concessionaire Facilities, shall follow procedures outlined in ARSD Article 41:13.

(ii) All plans and materials are subject to Department approval.

(c) Maintenance Responsibilities-Concessionaire

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

(i) Buildings and Structures – The Concessionaire shall maintain all buildings and structures, including Government Facilities, assigned to or owned by the Concessionaire, including but not limited to painting, electrical and plumbing maintenance and cleaning. Maintenance and cleaning should be equivalent to that generally provided by skilled workers using commercial quality building maintenance equipment and materials. Exterior and interior paint and roof colors must be approved in advance by the Department.

(ii) Personal Property – The Concessionaire shall maintain all Personal Property assigned to or owned by the Concessionaire including, but not limited to painting, re-finishing, cleaning, and repairing. Maintenance and cleaning should be equivalent to that generally provided by skilled workers using commercial quality maintenance equipment and materials.

(iii) Boat Docks and Slips – The Concessionaire shall maintain, replace, install and remove boat docks, slips and marina accesses as authorized and necessary. The dock surface,

floatation and ramps must be in good condition, properly positioned and secured. They must be sturdy, free from cracks, protruding nails or boards or uneven or broken surfacing. All dock canopies shall be kept clean and free of cobwebs.

(iv) Boat Storage Yard –the Concessionaire shall maintain the boat storage yard and surrounding security fence at all times. The yard shall be kept neat and free of trash, scrap material and abandoned property. The fence and access gates shall be maintained at all times and the yard shall be secured when not attended my Marina staff.

(v) Sanitary Boat Pump Out – Concessionaire shall be responsible for maintaining the sanitary boat pump out and lines connecting to the on shore lift station.

(vi) Sidewalks, Steps, Decks and Landings – The Concessionaire shall maintain all concrete, sidewalks, steps, decks, landings and access points within the Marina. All walking surfaces shall be in good condition, level, smooth, and properly positioned and secured. They must be sturdy, free from cracks, protruding nails or boards or uneven or broken surfacing.

(vii) Grounds – Mowing weed, and pest control within the boat storage area and the fenced shop yard shall be the responsibility of the Concessionaire. The grounds shall be maintained at a level that will provide an attractive, safe, functional and nuisance-free environment. The Concessionaire may only use marine rated pesticides in bug control efforts.

(viii) Garbage and Trash – The Concessionaire shall be responsible for all litter pickup and removal of trash in the Concession Area. Garbage and trash from the Marina shall be disposed of on a regular basis through a Concessionaire maintained contract with a local garbage hauler. The Concessionaire shall provide outdoor receptacles in high traffic areas. All receptacles are to be provided by the Concessionaire and shall be kept clean, well maintained, serviceable and contained where necessary.

(ix) Flagpoles, Television and Radio Antennas, Satellite Dishes – The Concessionaire shall provide maintenance for all masts and electronic systems for entertainment/communication devices. As with other

structures, construction, modification or relocation of these devices require prior written approval of the Park Supervisor.

(x) Health and Safety – Facilities assigned to the Concessionaire are subject to periodic inspections for health and safety requirements. Repairs, corrections, improvements or operational changes determined necessary by the Department as a result of these inspections shall be at the sole cost and responsibility of the Concessionaire.

(xi) Fire Protection Equipment – The Concessionaire shall provide and maintain in good working order, fire detection and protection systems that conform to and comply with applicable laws. The Concessionaire shall comply with all directives or recommendations of the Fire Marshall's office.

(xii) Locks – The Concessionaire shall provide the Park Supervisor with Marina facility keys or access codes necessary for security, emergency or other lawful purposes.

(xiii) Winterizing Facilities – The Concessionaire is responsible for taking appropriate measures to protect all facilities for which the Concessionaire has maintenance responsibility. Protective measures may include (but not limited to), draining and flushing of water lines, window bracing, and utility shut-offs. The Concessionaire is responsible for spring re-opening while it is the concessionaire.

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

(xiv) Grease Traps (if applicable). The Concessionaire shall be responsible for maintaining grease traps. Grease traps must be pumped on a regular basis, with documentation available to the Department, and the grease disposed of outside the Park and in accordance with applicable laws. The Concessionaire shall notify the Department within 24 hours in the event of a grease trap failure.

(xv) Restrooms. All restrooms within Marina shall be well maintained by the Concessionaire, cleaned and restocked with paper products a minimum of two times per day on weekdays and at least four times daily during weekends and

holiday peak periods. The concessionaire shall post and maintain cleaning schedules in all restrooms. Fixtures and equipment shall be fixed immediately upon notification of a problem. No bathroom fixture shall be left out of order for more than 24 hours.

(xvi) Restaurants. Restaurant tables and chairs shall be well maintained and repaired to ensure a pleasant and safe guest experience. Any scratches and/or defacement of items shall be fixed or the piece of furniture shall be replaced prior use. All tables and chairs (unless historic) shall be replaced or refurbished if a furnishing does not meet facility standards. Soft goods, including linen, shall be clean and free from any stains, holes or tears. An adequate inventory of replacement soft goods shall be kept on hand in order to replace damaged soft goods.

The Concessionaire is responsible for annually cleaning and inspecting active chimneys and exhaust ducts, Inspecting range/grill hoods monthly and cleaning as required.

(xvii) Retail Operations. All shelving and merchandise display areas shall be sound, secure, clean and presentable.

(xviii) Removable equipment. All Concessionaire operated appliances, machinery, and equipment; including parts, supplies and related materials will be maintained, serviced, and repaired per manufacturer's recommendations, and replaced as necessary.

(xix) Gas tanks, pumps, lines, spill containment system and leak detection. All systems included in the fuel storage, delivery, dispensing, and leak/spill detection must be maintained by the Concessionaire to ensure its optimum functionality.

(d) Maintenance Responsibilities-Department

(i) Roads and Parking Lot – The Department will be responsible for maintenance of roads and parking lots within the Marina. This maintenance will include necessary crack seal, pothole repair and surfacing of paved areas. Snow Removal will be in accordance with Section 3 (d) (ii) of this Exhibit below.

(ii) Snow Removal – The Department will be responsible for snow removal necessary to maintain access to the public

boat ramp located within the Marina. Snow removal will be performed on weekdays (Monday – Friday) during regular park employee work hours (8:00 a.m. – 5:00 p.m.). During these periods, the Department is not obligated to perform snow removal until snowfall, blowing and drifting have ceased. The Department cannot guarantee snow removal for the access road outside of regular park employee work hours, but agrees to cooperate if staff is reasonably available to perform such duties. .

(iii) Government facilities – the Department shall be responsible for major repairs or replacement of facilities due to end of useful life.

(iv) Groundskeeping – the Department shall be responsible for all mowing, tree maintenance and removal, weed/pest control, and maintenance of landscaping within the Marina with the exception of the boat sroage area and the fenced shop yard.

SECTION 4. INSPECTIONS AND AGREEMENT COMPLIANCE REVIEWS

(a) Maintenance Inspections

(i) Representatives from the Department and the Marina shall conduct preventative maintenance and inspections of the Marina grounds and facilities. At a minimum, at least one inspection will be held in the spring a week prior to Memorial Day and in the fall no later than October 31. The purpose of the inspection will be to identify the current conditions and maintenance levels of the facilities and Personal Property therein.

(ii) Upon analysis of the results of the inspection, the Department will present the Concessionaire with a written list of maintenance objectives for which the Concessionaire is responsible and a written list of maintenance objectives for which the Department is responsible in the Marina. The Department and the Concessionaire will jointly agree to the prioritization of the projects and the schedule for completing the identified maintenance work. The Department and Concessionaire shall also agree as to what projects are to be included to satisfy the Repair and Maintenance Reserve as required in Section 15 of the Concession Agreement. The Concessionaire shall submit a repair and maintenance program and plan to the Department for approval no later than November 1 of each year.

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

(b) Health, Safety, and Fire Inspections

(i) There may be other inspections as required by law or insurance policies pertaining to but not limited to health, safety, fire, and environmental rules and regulations that are the responsibility of other agencies or authorities. The Concessionaire must notify the Department in advance of any such inspection and allow Department staff to accompany the inspection.

(ii) Copies of the inspection or report must be provided to the Department upon request. Any failures, substandard or otherwise unsatisfactory scores, inspections or individual components of an inspection must be reported to the Department immediately.

(c) Agreement Compliance Audits

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

EXHIBIT C

TRANSITION TO A NEW CONCESSIONAIRE

Section 1. In General

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

Section 2. Cooperation Prior to the Termination Date

Any time the Director notifies the Concessionaire that it will not continue its operations upon the Termination of this Agreement, the Concessionaire shall, notwithstanding such notification:

(a) Continue Operations.

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

(b) Continue Bookings.

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

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

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

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

(d) Financial Reports.

Within 30 days after receipt of the notification of the selection of the New Concessionaire, provide the New Concessionaire with a financial report with respect to the operation of any assigned Real Property Improvements and the Concessionaire's operations in general as of the last day of the month prior to receipt of such notification. Thereafter, the Concessionaire shall update such financial report on a periodic basis (but no less frequently than thirty (30) days) until the Termination Date. Such financial report shall include, at a minimum:

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

(e) Inventory and Personal Property.

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

(f) Other Information and Reports.

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

(g) Access to Facilities
Provide the New Concessionaire reasonable access to Concessionaire Facilities and Government Facilities to facilitate the transition and transfer.

(h) Other Cooperation.

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

Section 3. Cooperation Upon the Termination Date.

Upon the Termination Date, the Concessionaire shall:

(a) Transfer of Contracts and Licenses.

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

(b) Reservation Systems.

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

(c) Fees and Payments.

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

(d) Access to Records.

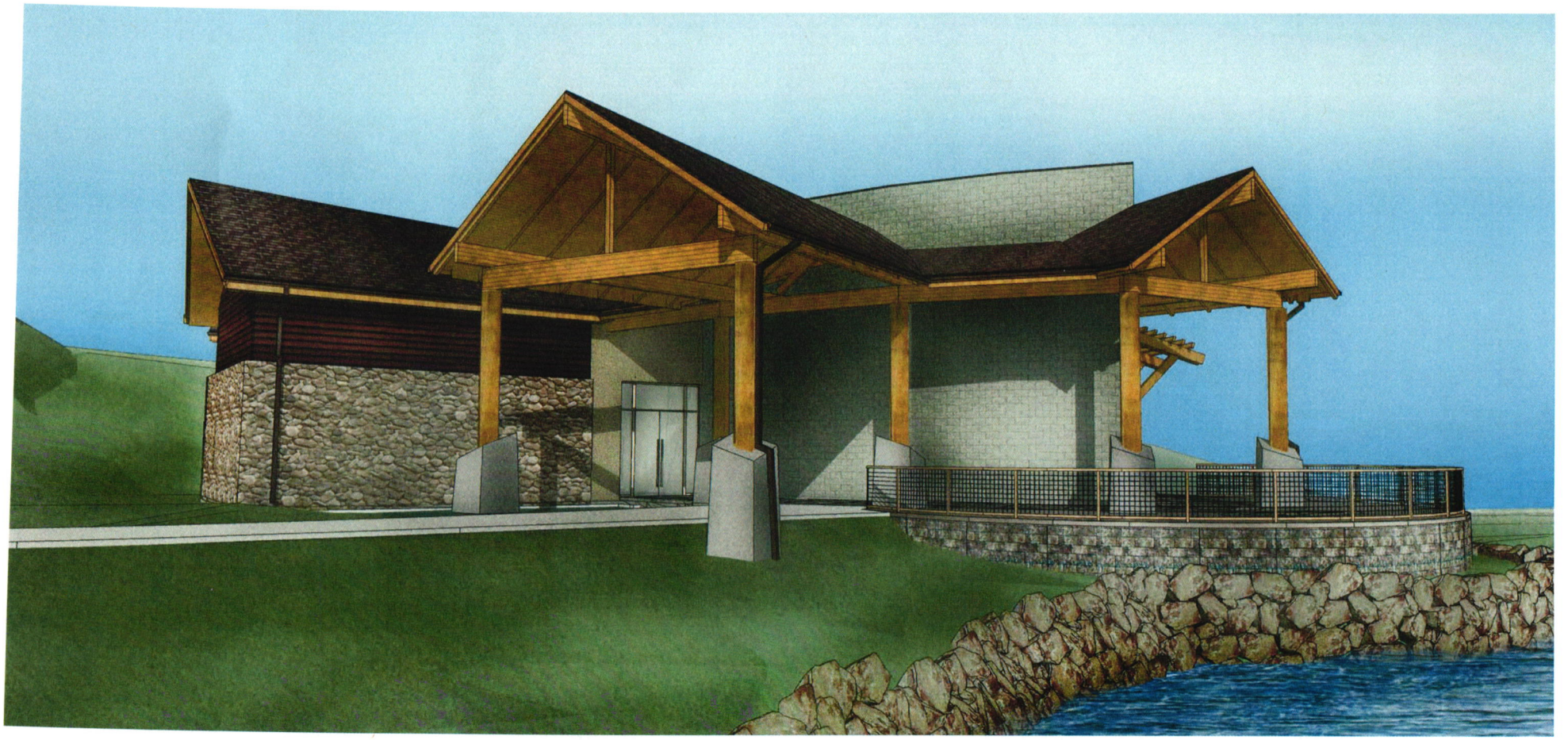
Notwithstanding any other provision of this Agreement to the contrary, upon the Termination Date, the Concessionaire shall make available to the Department for the Department's collection, retention and use, copies of all books, records, licenses, permits and other information in the Concessionaire's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

(e) Removal of Marks.

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

(f) Other Cooperation.

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



CUSTER STATE PARK VISITOR CENTER

CUSTER STATE • PARK
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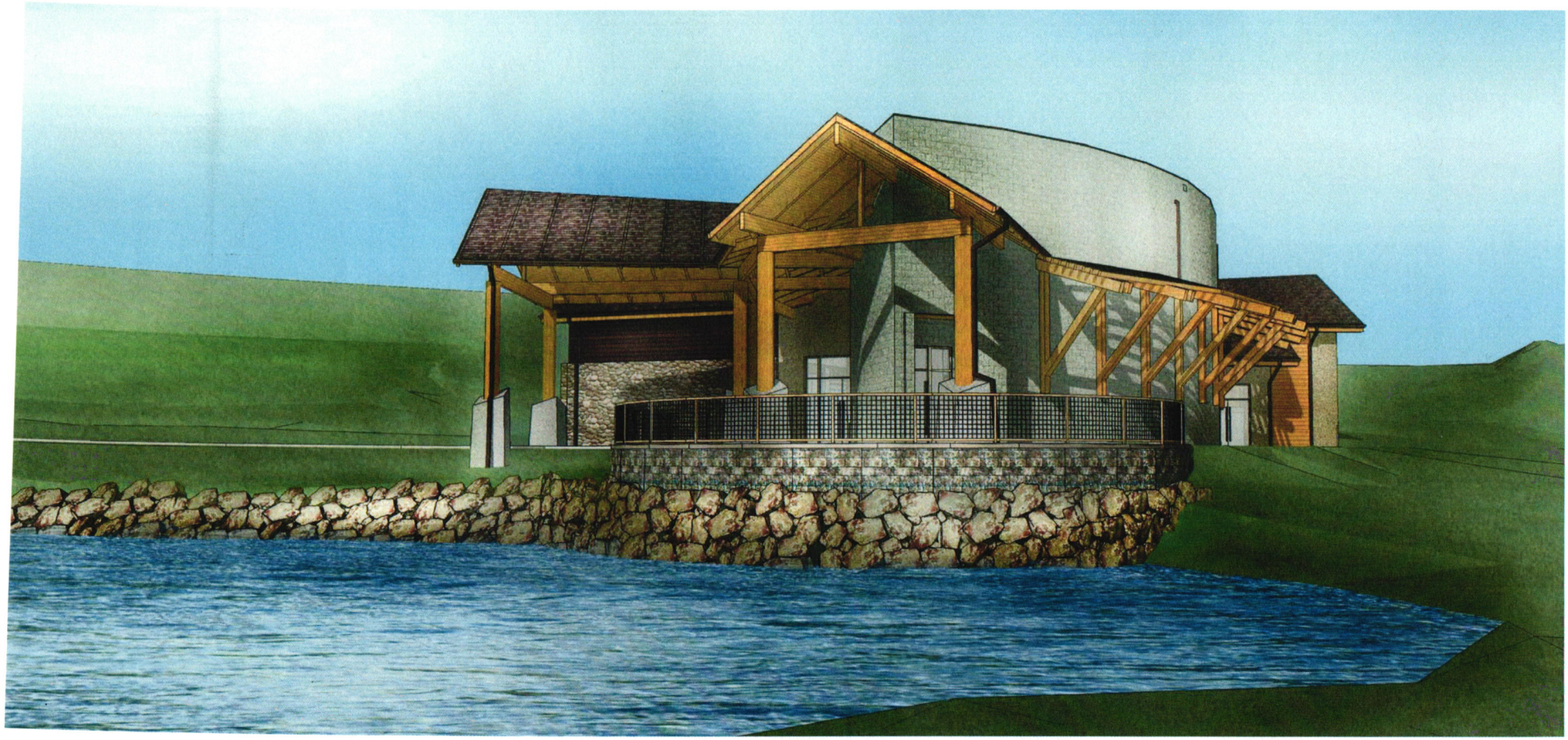
ARCHITECTURE INTERNATIONAL

15



CUSTER STATE PARK VISITOR CENTER

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15a

January to December 2014 Revenue Comparison by Item

	2013		2014		%
	Number	Dollar	Number	Dollar	Change
Annual	44,344	$ 1,330,332	45,714	$ 1,371,412	3%
Second Vehicle	13,180	$ 197,703	11,938	$ 179,064	-9%
Combo	22,408	$ 1,008,338	24,020	$ 1,080,901	7%
Transferable	1,219	$ 79,250	1,590	$ 103,320	30%
Daily / Person	28,225	$ 112,899	30,815	$ 123,258	9%
Daily / Vehicle	75,007	$ 450,041	76,246	$ 457,479	2%
Unattended Vehicle Daily	1,225	$ 12,252	1,331	$ 13,309	9%
Motorcoach Permit	7,453	$ 22,359	36,852	$ 110,555	394%
GSM Annual Trail Pass	2,915	$ 43,730	2,505	$ 37,575	-14%
GSM Daily Trail Pass	14,497	$ 43,491	17,003	$ 51,009	17%
CSP Temp Daily / Vehicle	140,293	$ 2,104,401	142,595	$ 2,138,929	2%
Bike Band	18,332	$ 183,320	18,872	$ 188,721	3%
Rally Bike Band	38,413	$ 384,130	31,457	$ 314,570	-18%
One-Day Special Event	N/A	$ 8,901	N/A	$ 11,725	32%
PERMITS	**407,579**	**$ 5,982,158**	**440,937**	**$ 6,181,826**	**3%**
Camping Services Permits	-	$ 6,390,363	-	$ 7,476,593	17%
Gift Card	-	$ 23,752	-	$ 15,815	-33%
Picnic Reservations	-	$ 11,517	-	$ 16,675	45%
Firewood	-	$ 141,016		$ 162,202	15%
LODGING	**-**	**$ 6,566,648**	**-**	**$ 7,671,284**	**17%**
TOTAL	**-**	**$ 12,548,806**	**-**	**$ 13,853,110**	**10.4%**

DIVISION OF PARKS AND RECREATION
January to December 2014 Revenue Comparison by District

Dist	Park	2013	2014	% Change
1	**Fort Sisseton**			
	Roy Lake	$215,277	$266,812	24%
	Sica Hollow			
2	**Richmond Lake**	$236,077	$265,989	13%
	Mina Lake			
	Lake Louise			
	Fisher Grove			
	Amsden			
3	**Sandy Shore**	$465,557	$543,987	17%
	Hartford Beach			
	Lake Cochrane			
	Pelican South			
	Pickerel Lake			
4	**Oakwood Lakes**	$621,676	$706,849	14%
	Lake Poinsett			
	Lake Thompson			
5	**Lake Herman**	$238,710	$264,018	11%
	Walkers Point			
6	**Snake Creek**	$374,229	$408,207	9%
	Platte Creek			
	Burke Lake			
	Buryanek			
7	**Palisades**	$663,093	$744,736	12%
	Lake Vermillion			
	Big Sioux			
8	**Newton Hills**	$417,783	$471,346	13%
	Lake Alvin			
	Union Grove			
	Adams			
9	**Lewis & Clark**	$1,611,326	$1,792,517	11%
	Tabor			
	Sand Creek			
	Springfield			
	Chief White Crane			
	Pierson Ranch			
10	**North Point**	$523,236	$608,202	16%
	North Wheeler			
	Pease Creek			
	Randall Creek			
	South Shore			
	Whetstone Bay			
11	**Farm Island**	$392,256	$467,892	19%
	West Bend			
12	**Oahe Downstrea**	$472,383	$508,859	8%
	West Shore			
	Cow Creek			
	Okobojo Point			
	Spring Creek			
	East Shore			
13	**West Whitlock**	$357,381	$369,162	3%
	Lake Hiddenwood			
	East Whitlock			
	Swan Creek			
	Bush's Landing			
	Indian Creek			
	Revheim Bay			
	Little Bend			
	Bob's Landing			
	Walth Bay			
	West Pollock			
14	**GSM Trail**	$134,145	$140,186	5%
	Bear Butte			
15	**Shadehill**	$316,996	$367,993	16%
	Llewellyn Johns			
	Rocky Point			
16	**Custer**	$4,826,213	$5,159,184	7%
17	**Angostura**	$462,919	$553,071	19%
	Sheps Canyon			
20	**Pierre Office**	$219,548	$214,099	-2%
	TOTALS:	$12,548,806	$13,853,110	10.4%

DIVISION OF PARKS AND RECREATION

January to December 2014 Camping Unit Comparison by District

Dist	Park	2013 Units	2014 Units	%
1	Fort Sisseton	1,390	1,692	22%
	Roy Lake	5,820	5,996	3%
	Sica Hollow	181	174	-4%
		7,391	7,862	6%
2	Richmond Lake	1,580	1,614	2%
	Mina Lake	2,533	2,671	5%
	Lake Louise	1,982	1,733	-13%
	Fisher Grove	662	965	46%
	Amsden	342	314	-8%
		7,099	7,297	3%
3	Sandy Shore	953	1,099	15%
	Hartford Beach	4,126	4,662	13%
	Lake Cochrane	1,719	1,838	7%
	Pelican South	4,073	4,309	6%
	Pickerel Lake	5,912	5,873	-1%
		16,783	17,781	6%
4	Oakwood Lakes	7,667	7,713	1%
	Lake Poinsett	6,313	6,701	6%
	Lake Thompson	6,193	6,643	7%
		20,173	21,057	4%
5	Lake Herman	5,254	5,301	1%
	Walkers Point	2,603	2,536	-3%
	Lake Carthage	637	759	19%
		8,494	8,596	1%
6	Snake Creek	8,410	8,545	2%
	Platte Creek	1,194	1,394	17%
	Burke Lake	83	51	-39%
	Buryanek	2,307	2,373	3%
		11,994	12,363	3%
7	Palisades	4,182	4,308	3%
	Lake Vermillion	7,696	8,104	5%
	Big Sioux	4,574	4,845	6%
		16,452	17,257	5%
8	Newton Hills	9,531	9,798	3%
	Union Grove	1,415	1,501	6%
		10,946	11,299	3%
9	Lewis & Clark	36,699	38,364	5%
	Tabor	75	132	76%
	Sand Creek	97	190	96%
	Springfield	1,078	1,058	-2%
	Chief White Crane	9,511	9,734	2%
	Pierson Ranch	4,485	3,968	-12%
		51,945	53,446	3%
10	North Point	8,365	8,947	7%
	North Wheeler	475	626	32%
	Pease Creek	1,324	1,423	7%
	Randall Creek	6,320	6,440	2%
	South Shore	306	291	-5%
	Whetstone Bay	550	532	-3%
	White Swan	93	260	180%
		17,433	18,519	6%
11	Farm Island	6,225	6,631	7%
	West Bend	6,739	7,365	9%
		12,964	13,996	8%
12	Oahe Downstream	12,290	12,408	1%
	Cow Creek	2,600	2,365	-9%
	Okobojo Point	975	1,052	8%
		15,865	15,825	0%
13	West Whitlock	4,349	4,156	-4%
	Lake Hiddenwood	299	297	-1%
	East Whitlock	80	63	-21%
	Swan Creek	485	423	-13%
	Indian Creek	5,603	5,483	-2%
	Walth Bay	76	5	-93%
	West Pollock	644	907	41%
		11,536	11,334	-2%
14	Bear Butte	1,065	829	-22%
		1,065	829	-22%
15	Shadehill	4,445	5,100	15%
	Llewellyn Johns	316	352	11%
	Rocky Point	4,024	4,385	9%
		8,785	9,837	12%
16	Custer	46,413	48,125	4%
		46,413	48,125	4%
17	Angostura	12,754	13,616	7%
	Sheps Canyon	941	1,240	32%
		13,695	14,856	8%
TOTAL FEE AREA CAMPER UNITS		279,033	290,279	4.0%

DIVISION OF PARKS AND RECREATION
January to December 2014 Visitation Comparison

Dist	Park	2013	2014	% Change
1	Fort Sisseton	31,678	43,404	37%
	Roy Lake	107,999	109,893	2%
	Sica Hollow	8,963	7,282	-19%
		148,640	160,579	8%
2	Richmond Lake	41,112	44,905	9%
	Mina Lake	57,889	51,320	-11%
	Lake Louise	37,025	34,428	-7%
	Fisher Grove	15,518	19,592	26%
		151,544	150,245	-1%
3	Sandy Shore	36,135	23,881	-34%
	Hartford Beach	59,332	62,739	6%
	Lake Cochrane	11,927	14,965	25%
	Pelican South	28,134	28,986	3%
	Pickerel Lake	37,531	40,718	8%
		173,059	171,289	-1%
4	Oakwood Lakes	70,036	61,180	-13%
	Lake Poinsett	72,237	64,207	-11%
	Lake Thompson	90,329	75,860	-16%
		232,602	201,247	-13%
5	Lake Herman	94,568	97,205	3%
	Walkers Point	41,676	41,366	-1%
		136,244	138,571	2%
6	Snake Creek	151,586	147,498	-3%
	Platte Creek	122,089	127,351	4%
	Burke Lake	22,899	20,469	-11%
	Buryanek	36,372	36,262	0%
		332,946	331,580	0%
7	Palisades	56,906	66,920	18%
	Lake Vermillion	130,752	121,247	-7%
	Big Sioux	51,684	70,050	36%
	Beaver Creek	22,060	23,075	5%
		261,402	281,292	8%
8	Newton Hills	106,163	119,207	12%
	Good Earth	20,743	26,438	27%
	Lake Alvin	34,579	35,305	2%
	Union Grove	13,155	15,988	22%
	Adams	29,653	41,395	40%
	Spirit Mound	17,645	18,647	6%
		221,938	256,980	16%
9	Lewis & Clark	872,329	858,471	-2%
	Springfield	136,975	165,803	21%
	Chief White Crane	101,912	106,607	5%
	Pierson Ranch	64,534	72,979	13%
		1,175,750	1,203,860	2%
10	North Point	109,029	149,876	37%
	North Wheeler	23,314	31,206	34%
	Pease Creek	30,874	33,927	10%
	Randall Creek	56,384	52,952	-6%
	Ft. Randall Boat Club	20,542	16,585	-19%
		240,143	284,546	18%
11	Farm Island	197,740	181,291	-8%
	West Bend	43,388	45,464	5%
	LaFramboise Island	37,893	57,501	52%
		279,021	284,256	2%
12	Oahe Downstream	419,217	370,459	-12%
	Cow Creek	228,930	216,753	-5%
	Okobojo Point	23,995	22,396	-7%
	Spring Creek	138,513	148,677	7%
		810,655	758,285	-6%
13	West Whitlock	52,512	56,313	7%
	Lake Hiddenwood	10,729	10,545	-2%
	Swan Creek	23,920	20,497	-14%
	Indian Creek	34,357	32,993	-4%
	Revheim Bay	21,892	29,021	33%
	West Pollock	18,321	27,155	48%
		161,731	176,524	9%
14	Bear Butte	35,731	35,810	0%
		35,731	35,810	0%
15	Shadehill	50,042	61,353	23%
	Llewellyn Johns	3,071	6,903	125%
	Little Moreau	8,198	9,751	19%
	Rocky Point	58,096	68,866	19%
		119,407	146,873	23%
16	Custer	1,743,915	1,676,259	-4%
		1,743,915	1,676,259	-4%
17	Angostura	193,591	175,786	-9%
	Sheps Canyon	24,112	27,867	16%
		217,703	203,653	-6%
	TOTALS:	6,442,431	6,461,849	0.3%

Division of Wildlife

License Sales Totals

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(Final Sales Report)

Resident	2013	2014
Combination	45,788	45,055
Junior Combination	8,111	8,242
Senior Combination	6,458	6,785
Small Game	21,015	24,075
Youth Small Game	4,949	5,204
1-Day Small Game	925	1,157
Predator/Varmint	1,576	1,565
Furbearer	3,971	3,565
Migratory Bird Certificate	31,150	31,844
Annual Fishing	65,634	65,261
Senior Fishing	12,538	12,887
1-Day Fishing	6,654	6,743
Gamefish Spearing/Archery	2,578	2,788
East River Deer (ER)	31,624	25,171
Landowner Own Land ER Deer	4,827	5,210
West River Deer (WR)	20,120	17,794
Landowner Own Land WR Deer	1,805	1,944
Black Hills Deer	3,329	3,242
Archery Deer	24,315	21,643
Muzzleloader Deer	4,350	3,063
Youth Deer	4,759	4,409
Custer State Park Deer	29	29
Mentored Deer	2,939	3,089
Archery Antelope	1,164	1,165
Prairie Antelope	3,232	2,723
Mentored Antelope	350	361
Black Hills Elk	620	662
Archery Elk	107	106
Prairie Elk	96	92
Custer State Park Elk	7	8
Black Hills Turkey	2,855	2,641
Prairie Turkey	6,489	5,888
Archery Turkey	2,390	2,335
Fall Turkey	6,240	2,486
Custer State Park Turkey	135	135
Mentored Turkey (Fall and Spring)	1,162	1,063
Archery Paddlefish	255	254
Snagging Paddlefish	1,898	1,899
Mountain Lion	4,912	3,849

License Sales Totals

(Final Sales Report)

Nonresident	2013	2014
Small Game	76,301	80,560
Youth Small Game	2,401	2,432
1-day Shooting Preserve	1,113	1,199
5-day Shooting Preserve	9,687	10,051
Annual Shooting Preserve	321	298
Spring Light Goose	4,215	4,572
Youth Spring Light Goose	131	165
Predator/Varmint	5,012	4,040
Furbearer	15	12
Migratory Bird Certificate	1,230	1,444
Annual Fishing	22,343	25,098
Family Fishing	8,486	9,021
Youth Annual Fishing	1,264	1,501
1-Day Fishing	21,585	22,564
3-Day Fishing	24,042	23,789
Gamefish Spearing/Archery	601	743
East River Deer (ER)	1,366	912
West River Deer (WR)	2,719	2,035
Black Hills Deer	261	252
Archery Deer	3,036	2,840
Muzzleloader Deer	286	139
Youth Deer	789	560
Archery Antelope	280	354
Prairie Antelope	0	61
Black Hills Turkey	1,657	1,302
Prairie Turkey	1,385	1,301
Archery Turkey	440	387
Fall Turkey	452	199
Archery Paddlefish	20	20
Snagging Paddlefish	50	50
Waterfowl (all types)	9,734	9,843

Fiscal Information 2014

Projected Revenue (summer 2013)	$	29,160,006
Revised Revenue (summer 2014)	$	27,202,618
Actual Revenue (December 15, 2014)	$	27,455,134