

FALL RIVER COUNTY COUNTY COMMISSIONERS

COURTHOUSE

906 NORTH RIVER ST

HOT SPRINGS, SOUTH DAKOTA 57747

PHONE: (605) 745-5130 FAX: (605) 745-6835

FALL RIVER BOARD OF COUNTY COMMISSIONERS AND BOARD OF EQUALIZATION

Second Floor Courtroom

Tuesday, April 18, 2017

8:00 Commission review of bills

9:00 Call Meeting to Order

Pledge of Allegiance

Conflict Of Interest Items for Board Members

Action Items for Consideration:

*Agenda

*Minutes of April 4, 2017

*County assistance; death expense applications

*March 31st, 2017 Auditor's Account with the County Treasurer

* Travel approval for SDACO Workshop – Auditor, Register of Deeds, Treasurer, May 17-18, 2017 in Pierre

* Letter to Attorney General for evidence storage monies

*Notice of Vacancy – WSD Community Action, authorize advertisement for letter of interest for Commissioner's representative

*Surplus as Junk Computer Tower #01758, Register of Deeds Office

*Name Transfer hearing for Chops and Hops, May 2, 2017 at 9:30 a.m.

(Move any unfinished business to the end of the meeting if needed)

9:10 Dustin Ross, Andersen Engineer, Plats – Lot 8, KSK Properties Subdivision Tract 2

Lot 20, Shep's Canyon Est Subdivision

Lots 43 & 44, Cobblestone Mountain Est Subdivision

9:20 Sue Ganje, Auditor – Notification of Juvenile Justice Detention

Notification of Authorized Agent Training (SDRS) on April 25, 2017 in Rapid City, Julie

Tomlinson and Stacy Schmidt attending

E S & S 3 year agreement – Approve and authorize Auditor to sign

9:25 Melody Engebretson, Register of Deeds – Copier Lease

9:30 Kelli Rhoe, Treasurer – Hire approval, Anna Maciejewski at \$10 per hour, effective 5/1/17, as per union contract

9:35 Frank Maynard, Emergency Management – ALICE training on August 17, 2017; updates

9:40 Susie Simkins – Abatement for Selah Mission to be exempt

Travel approval – Discussion Conference in May in Brookings; Range Camp in June in Sturgis;

Vangnard Training in July in Chamberlain

9:50 Kelly Cape – SHEDCO – Quarterly Update

10:00 Randy Seiler, Highway Superintendent – Road to Battle Mountain

Fuel Bids

Approach permit for Game, Fish and Parks

Updates

- 10:15 Request approval of bills; break
- 10:25 Public Comment
- 10:30 Joe Falkenburg, Commissioner – Parking Lot
- 10:40 Wes Davidson – Code of the West
- 11:00 Excessive Engine Noise Ordinance
- 11:15 Joe Allen, Commissioner – Continued discussion of county plan of action; Receive department supervisors recommendation for plan of action
- 11:30 Sheriff Bob Evans – Possible hire approval
- 11:40 Adjourn as a Board of County Commissioners, Lunch Break
- 1:10 Reconvene as 2017 Board of Consolidated Equalization
- 1:15 Terrence Kizer and Debra Yarn - HS City, Smoking BBQ, portable buildings
- 1:30 Rane and David Priem – HS Rural, requesting Ag status
- 1:45 Waymon and Ollie Williams – HS Rural, taxes too high
- 2:00 Steve Wynia – HS City, commercial property too high
- 2:15 OST – request Ag Status
- 2:30 Executive Session as per SDCL 1-25-2 (1), personnel matters; SDCL 1-25-2 (3), legal (note – if needed must reconvene as Board of County Commissioners)

Adjourn

Official agendas are set 24 hours prior to a meeting, any items added at the meeting will be heard for informational purposes only. If any items require action, such action will be deferred to the next meeting. **Note, Preliminary shut off for agendas is Thursday at 5:00 pm for Tuesday meetings to allow information to be sent out to Commissioners. Fall River County fully subscribes to the Americans with Disabilities Act. If you desire to attend this public meeting and are in need of accommodations, please notify the commissioners' office, (605) 745-5132, 24 hours prior to the meeting so that appropriate services and auxiliary aids are available.

AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS OF FALL RIVER COUNTY:

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 31st day of March, 2017.

Total Amt of Deposit in First Interstate Bank: \$440,971.37

Total Amount of Cash: \$ 5,636.52

Total Amount of Treasurer's Change Fund: \$ 900.00

Total Amount of Checks in Treasurer's
Possession Not Exceeding Three Days: \$29,328.08

SAVINGS:

 First Interstate Bank: \$1,724,126.59

CERTIFICATES OF DEPOSIT:

 First Interstate-Hot Springs: \$3,656,247.76

 Black Hills Federal Credit Union: \$250,000.00

 Bank of the West \$500,000.00

Itemized list of all items, checks and drafts that have been in the Treasurer's possession over three days:

 Register of Deeds Change Fund: \$500.00

 Highway Petty Cash: \$20.00

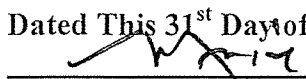
 Election Petty Cash: \$15.00

RETURNED CHECKS:

Cox, Erica - \$82.00, Lic (2017)

TOTAL \$6,607,827.32

Dated This 31st Day of March, 2017.


Sue Ganje, County Auditor of Fall River County.

County Monies: \$6,044,440.15

Held for other Entities: \$407,255.16

Held in Trust: \$156,132.01

 TOTAL: \$6,607,827.32

The Above Balance Reflects County Monies, Monies Held in Trust, and Monies Collected for and to be remitted to Other ENTITIES: SCHOOLS, TOWNS, TOWNSHIPS, FIRE AND AMBULANCE DISTRICTS, AND STATE.

**ELECTION SYSTEMS & SOFTWARE, LLC
ELECTION SERVICES AGREEMENT**

This Agreement is made as of the date it is executed by the last of the parties named below (the "Effective Date"),

BETWEEN: ELECTION SYSTEMS & SOFTWARE, LLC, a Delaware Limited Liability Company ("ES&S")

AND: FALL RIVER COUNTY, SOUTH DAKOTA ("Customer")

RECITALS:

- A. Customer has agreed to purchase certain election-related services from ES&S for use in (the "Jurisdiction"). The terms and conditions under which such services shall be provided are set forth in the **GENERAL TERMS** attached hereto.
- B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):

 X Exhibit A Summary of Services)

 X Exhibit B (Ballot Layout, Coding, and Voice File Services)

 X Exhibit C (Ballot Printing Services)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the **State of South Dakota**.
- Represents and warrants to the other party that as of its signature date indicated below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC
1208 John Galt Boulevard
Omaha, NE 68137
Fax No.: (402) 970-1291

FALL RIVER COUNTY, SOUTH DAKOTA
906 N. River Street
Hot Springs, SD 57747
Fax No.: (605) 745-6835

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Title

Title

Date

Date

ARTICLE I GENERAL TERMS AND CONDITIONS

1. **Consideration.** The consideration to be paid by Customer to ES&S for the services provided hereunder is set forth on the accompanying exhibits.

2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. Any action by Customer against ES&S must be commenced within one (1) year after the cause of action has accrued. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the services to achieve Customer's intended results; and (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform.

3. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement, but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 3, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

4. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

5. **Exclusive Service Provider.** Customer hereby agrees to purchase the products and services set forth on Exhibits B-C attached hereto from ES&S for the Term of this Agreement at the pricing set forth on each applicable Exhibit. Customer's agreement to purchase all of such products and services from ES&S for the entire Term entitles Customer to receive the preferred pricing for each product or service as provided herein. Customer understands, acknowledges and agrees that ES&S' fees for the services as set forth on the accompanying exhibits are based upon a contractual commitment by Customer to subscribe for and purchase such services for the entire Term and (b) the descriptions of such services in the accompanying exhibits. In the event that Customer changes its commitment to a period that is less than the Term of this Agreement for any reason other than a termination for cause pursuant to Article I, Section 6, of this Agreement, or purchases any such products or services from a provider other than ES&S, or does not pay for such products or services provided by ES&S pursuant to the payment terms in Exhibit A during the Term, Customer hereby agrees to promptly pay a balance due charge using the Non-Discounted Fees applied to the Ballot Layout, Coding and Voice File Services provided to the Customer up through the date of such early termination.

6. **Term; Termination.** This Agreement shall be in effect for a **Three (3) Year Period** beginning on the Effective Date, covering all elections within the Jurisdiction beginning sixty (60) days after the Effective Date (the "Term"). This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within thirty (30) days after it receives written notification thereof from the non-breaching party.

7. **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned..

8. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

9. **Disputes.**

a. **Remedies for Past Due Payments.** If any payment to ES&S is past due more than five (5) days, ES&S may suspend performance under this Agreement until such amount is paid.

b. **Dispute Resolution Process.** Time is of the essence in resolving disputes. The initiating party shall notify the responding party of any dispute, including all relevant information (e.g., the nature of the dispute, dates, times, persons involved). The responding party shall respond to the notification within five (5) business days. Thereafter, the parties shall use their good faith efforts to resolve the dispute within a reasonable period of time. Notwithstanding anything in this Section 9 to the contrary, either party may apply to any court having jurisdiction over the subject matter of the dispute for a temporary restraining order, preliminary injunction, or other appropriate legal remedy at any time.

10. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an exhibit to this Agreement and these General Terms, the provision contained in the exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7, 8 and this Section 10 shall survive the termination of this Agreement, to the extent applicable.

11. **Counterparts; Execution By Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one

and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

[END OF GENERAL TERMS]

**EXHIBIT A
SUMMARY OF SERVICES**

<u>Sale Summary:</u>	
Description	Refer to
Ballot Layout, Coding, and Voice File Services	Exhibit B
Ballot Printing Services	Exhibit C
<u>Terms & Conditions:</u>	
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.	
Note 2: <u>Invoicing and Payment Terms are as Follows:</u>	
Ballot Layout, Coding, Voice File, and Ballot Printing will be invoiced as services are provided. 100% of Order Total due Thirty (30) Calendar Days after Receipt of Corresponding ES&S Invoice.	
Note 3: Customer understands, acknowledges and agrees that ES&S' fees for the services as set forth on the accompanying exhibits are based upon (a) a contractual commitment by Customer to subscribe for and purchase such services for the entire Term of the Agreement and (b) the descriptions of such services in the accompanying exhibits. In the event that Customer changes its commitment to a period of less than the Term of the Agreement for any reason other than a termination for cause pursuant to Article I, Section 5, of this Agreement, Customer hereby agrees to promptly pay a balance due charge using the Non-Discounted Fees applied to the Ballot Layout, Coding and Voice File Services provided to the Customer up through the date of such early termination.	
Note 4: The Customer acknowledges and agrees that the pricing set forth herein for certain services is based on information provided by the Customer ("Customer Data") and that such Customer Data is accurate and complete. In the event the Customer requests any changes to the Customer Data (including but not limited to, changes as a result of Customer errors, Customer requested modifications, court orders or other changes not otherwise caused by ES&S) which requires additional services to be performed by ES&S, the Customer shall be subject to additional fees for such services at ES&S' then current rates.	

EXHIBIT B
BALLOT LAYOUT, CODING, AND VOICE FILE SERVICES

Description	Non-Discounted Fees	Discounted Fees
Paper Ballot Layout (Price per Ballot Face)		
English and Spanish (combined):		
1 to 500 Faces	\$36.75	\$27.56
501 or more Faces	\$31.50	\$23.63
Languages other than English/Spanish		
1 to 500 Faces, per Language	\$73.50	\$55.13
501 or more Faces, per Language	\$63.00	\$47.25
Base Charge for Ballot On Demand (BOD)	\$561.91	\$421.43

Electronic Screen Layout - AutoMARK or iVotronic		
English and Spanish (combined):		
Per Ballot Style, or precinct, whichever is greater	\$23.10	\$17.33
Languages other than English/Spanish		
Per Ballot Style, or precinct, whichever is greater	\$42.00	\$31.50

Notes:

1. Electronic Screen Layout does NOT apply to AutoMARK customers when ES&S performs paper ballot layout and voice file services.

Programming Services		
Base Charge per Equipment Type	\$525.00	\$393.75
Base Charge for ERM file set-up	\$525.00	\$393.75
Ballot types created (open primary or multiple-page ballots)	\$78.75	\$59.06
Precincts (for every precinct in the election)	\$9.45	\$7.09
Splits (for every additional ballot style within a precinct.)	\$9.45	\$7.09
Ballot Face Configurations (every unique ballot face in the election)	\$16.80	\$12.60
Contest / Issue Entries (total number of contests, referenda, questions, and/or propositions in the election)	\$18.50	\$13.88
Candidate / Response Entries (total number of candidates &/or responses, including referenda and all write-ins for each contest/issue)	\$8.00	\$6.00
Headers (Central Tabulators)	\$2.10	\$1.58
Re-Coding Fees	\$525.00 + applicable fee for each changed element	\$393.75 + applicable fee for each changed element

Voice Files per Equipment Type		
Language Setup Charge - English	\$350.00	\$262.50
Language Setup Charge - Spanish	\$350.00	\$262.50
Language Setup Charge - All Other languages	\$525.00	\$393.75
Political Parties	\$5.25	\$3.94
Ballot Faces	\$15.75	\$11.81
Contests / Issues	\$17.00	\$12.75
Candidates / Yes-No Responses	\$10.25	\$7.69

Description	Non-Discounted Fees	Discounted Fees
Propositions / Amendments / Instructions	\$21.00	\$15.75
Price per word in excess of 1200 total words (Instructions / Propositions / Amendments)	\$0.40	\$0.30
Resubmission	\$350.00 for English & Spanish and \$525.00 (for each additional language), plus the applicable fee for each element changed for each language	\$262.50 for English & Spanish and \$393.75 (for each additional language), plus the applicable fee for each element changed for each language

Other Services (Standard Overnight Delivery Charges Will Apply and Will Be Billed Separately)		
Media burn (Flash / PCMCIA Cards, Mem Packs, PEBs, and Jump Drives)	\$12.50	\$12.50
Electronic transfer files (per county, per election)	\$125.00	\$125.00
SOS Media	\$75.00	\$75.00
.pdf File Extraction (per Style)	\$1.50	\$1.50
Sample Ballot Creation	\$40.00	\$40.00
Publication Ballot Creation (Ballot Layout As Is)	\$185.00	\$185.00
Custom Publication Ballot Creation	\$350.00	\$350.00
ESSIM Test Deck Creation (does not include print costs)	\$325.00	\$325.00
Auto Test Deck PDF Creation (\$20.00 per Style. Minimum Charge of \$200.00)	\$200.00	\$200.00
Ballot Assignment Chart	\$399.50	\$399.50
Download Results From Media	\$65.00	\$65.00
ERM State Utility File	\$425.00	\$425.00

Note 1: All prices are exclusive of freight which will be billed separately.

[END OF EXHIBIT B]

**EXHIBIT C
BALLOT PRINTING SERVICES**

Description	Price per Ballot
14" and 17" Ballots:	
Base ballot charge	\$0.25
Backside of ballot	\$0.03
Stub and / or numbering	\$0.03
Folding	\$0.02
Scoring	\$0.02
Packaging	\$0.01
Color requirements – defined as a color bar on the ballot. Other designs or methods will be subject to a separate quote.	\$0.03
Prices are exclusive of freight, which will be billed separately.	
19" ballots are quoted separately.	

Note 1: Special requests, including watermarking, unique packaging requirements and expedited delivery requirements are not included in the table above, and will be priced separately.

Note 2: The above pricing assumes the use of ES&S partner printers. The use of a Customer requested printer may result in a change in the fees outlined above.

Note 3: Unexpected and material changes in costs such as paper may result in changes to the fees reflected above.

Note 4: Ballots are to be ordered in increments of 25 with a minimum order value of \$100.00.

Note 5: Expedite Fee of \$150.00 will be assessed to each order that is required to be SHIPPED within Three (3) business days from time of order.

[END OF EXHIBIT C]


[EXT] Fall River County, SD - Election Services Agreement

Pick, Tina <tmpick@essvote.com>

Wed 4/12/2017 10:05 AM

To:Ganje, Sue <Sue.Ganje@state.sd.us>;

Cc:Paulson, Susan <slpaulson@essvote.com>; Hoversten, Mike <mahoversten@essvote.com>;

 1 attachment

Fall River County, SD - Election Services Agreement (Coding & Ballots) - 04.12.2017.pdf;

Dear Sue,

Attached please find an Election Services Agreement ("Agreement") between Election Systems & Software, LLC ("ES&S") and Fall River County, South Dakota ("County"). If you would like to expedite this order, please scan a signed copy of the Agreement to Susan Parmer at slpaulson@essvote.com and she can begin processing the order upon receipt. In addition, IF YOU REQUIRE AN ORIGINAL FULLY EXECUTED AGREEMENT FOR YOUR FILES, please have an original executed on behalf of the County and return it to her via US Mail at the address listed below for countersignature on behalf of ES&S. She will return the fully executed original to you for your files.

Susan Parmer
Paralegal II
Election Systems & Software, LLC
11208 John Galt Blvd.
Omaha, NE 68137
Fax: (402) 970-1291

Mike Hoversten may be contacting you to confirm your receipt of the attached Agreement and to answer any questions. If you have any questions in the interim regarding contract deliverables and or pricing, please do not hesitate to contact me. If you have any questions regarding contract terms and conditions, please contact Susan Parmer (402-970-1189). Email: slpaulson@essvote.com

Thank You,

Tina M. Pick | Contract and Quote Support Administrator
Election Systems & Software, LLC
11208 John Galt Blvd. | Omaha, NE 68137
tel (402) 970-1254 | fax (402) 970-1291
tmpick@essvote.com

Frank Maynard Emg Mgr

From: Fitzgerald, John [John.Fitzgerald@k12.sd.us]
Sent: Wednesday, April 12, 2017 9:51 AM
To: robertjpreuss@hotmail.org; 'tuhlr@frhssd.org'; Bill Wainman; 'frem@gwtc.net'; frcso@gwtc.net; Coles, Kevin; adam_evans21@hotmail.com; Weaver, Samantha
Subject: Alice training on August 17

I have secured the ALICE Training (Alert-Lockdown- Inform-Counter-Evacuate) for the Hot Springs School District 23-2 for August 17, 2017.

Hot Springs Police Department has secured two seats in the training at the registration fee of 500 dollars for the one day training. One seat registration fee is 250 dollars.

We will have room for each organization to secure 2 seats for the one day training @ 500 dollars.
Please let me know if you would like to be part of this great opportunity.

It is our plan as the School District to provide the ALICE training in August, then plan for an Active Shooter drill in the School District sometime in the Fall.

John R. Fitzgerald
Hot Springs Elementary Principal
Hot Springs, South Dakota
W (605) 745-4149
C (605) 441-0656

FALL RIVER COUNTY CODE OF THE WEST

The Code of the West was first chronicled by the famous western writer, Zane Grey. The men and women who came to this part of the country during the westward expansion of the United States were bound by an unwritten code of conduct. The values of integrity and self-reliance guided their decisions, actions and interactions. In keeping with that spirit, we offer this information to help the citizens of Meade County who wish to follow in the footsteps of those rugged individualists by living outside city limits. The body of this document and most of the original wording was taken from a work by John Clark, a Commissioner for Larimer County, Colorado.

INTRODUCTION

It is important for you to know that life in the country is different from life in the city. County governments are not able to provide the same level of service that city governments provide. To that end, we are providing you with the following information to help you make an educated and informed decision when choosing to purchase rural land outside the boundaries of incorporated cities.

Board of Fall River County Commissioners
Glen Reaser, Chairman
Mike Ortner, Commissioner
Joe Falkenburg, Commissioner

Access:

The fact that you can drive to your property today does not necessarily guarantee that you, your guests and emergency service vehicles can achieve that same level of access at all times. Please consider:

1.1 Emergency response times (sheriff, fire suppression, medical care, etc.) cannot be guaranteed. Under some extreme conditions, you may find that emergency response is extremely slow and expensive.

1.2 There can be problems with the legal aspects of access, especially if you gain access across property belonging to others. It is wise to obtain legal advice and understand the easements that may be necessary when these types of questions arise.

1.3 You can experience problems with the maintenance and cost of maintenance of your road. Fall River County maintains 1782 square miles of roads, but many rural properties are served by private and public roads which are maintained by road districts, individuals or by private road associations. Additionally, there are many miles of county roads that are not maintained by the county - no grading or snow plowing. There are even some public roads that are not maintained by anyone. Make sure Fall River County County Code of the West Page 2 of 9 you know what type of maintenance to expect and who will provide that maintenance.

1.4 Extreme weather conditions can destroy roads. Many roads were not built to current standards, and the combination of the weather and increased loading will result in high maintenance costs.

1.5 Many large construction vehicles cannot navigate small, steep, narrow roads. If you plan to build, it is prudent to check out construction access.

1.6 School buses travel only on maintained county roads that have been designated as school bus routes by the school district. You may need to -drive your children to the nearest county road so they can get to school.

- 1.7 In extreme weather, even county maintained roads can become impassable, You may need a four wheel drive vehicle with chains for all four wheels to travel during those episodes, which could last for several days.
- 1.8 Natural disasters, especially floods, can destroy roads. A dry creek bed can become a raging torrent and wash out roads, bridges, and culverts. The repair of these private roads are the responsibility of the landowners who use those roads. Fall River County by law can only repair and maintain roads in the County Road system.
- 1.9 Unpaved roads generate dust when traffic reach specific levels. As a general rule Fall River County does not treat county roads to suppress the dust. Dust is a fact of life for most rural residents. If you reside near an unpaved County road, you may be able to obtain a permit from the Public Works Department to treat the road for dust suppression using a county approved contractor at your expense.
- 1.10 If your road is unpaved, it is highly unlikely that Fall River County will pave it in the foreseeable future. Check carefully with the Fall River County Highway Department when any statement is made by the seller of any property that indicates any unpaved roads will be paved.
- 1.11 Unpaved roads are not always smooth and are often slippery when they are wet. You will experience an increase in vehicle maintenance costs when you regularly travel on rural county roads.
- 1.12 Mail delivery is not available to all areas of the county. Ask the postmaster to describe the system for your area.
- 1.13 Newspaper delivery is similarly not always available to rural areas. Check with the newspaper of your choice before assuming you can get delivery.
- 1.14 Standard parcel and overnight package delivery can be a problem for those who live in the country. Confirm with the service providers as to your status.

Utilities:

Water, sewer, electric, telephone and other services may be unavailable or may not operate at urban standards. Repairs can often take much longer than in towns and cities. Please review your options from the non-exhaustive list below:

- 2.1 Telephone communications can be a problem, especially in the mountain areas of Fall River County. If you have a private line, it may be difficult to obtain another line for fax or computer modem uses. Even cellular phones will not work in all areas.
- 2.2 If sewer service is available to your property, it may be expensive to hook into the system. It also may be expensive to maintain the system you use.
- 2.3 If sewer service is not available, you will need to use an approved on-site septic system or other treatment process. The type of soil you have available for a leach field will be very important in determining the cost and function of your system. Have the system checked by a reliable sanitation firm and ask for assistance from the Fall River County Health Department.
- 2.4 If you have access to a supply of treated domestic water, the tap fees can be expensive. You may also find that your monthly cost of service can be costly when compared to municipal systems.
- 2.5 If you do not have access to a supply of treated domestic water, you will have to locate an alternative supply. The most common sources of water in rural areas are private wells. Private wells are regulated by the South Dakota State Department of Health. The cost for drilling and pumping can be considerable. The quality and quantity of well water can vary considerably from location to location and from season to season. It is strongly advised that you research this issue very carefully.
- 2.6 Not all wells can be used for watering of landscaping and/or livestock. If you have other needs, make certain that you have the proper approvals before you invest. It may also be difficult to find enough water to provide for your needs even if you can secure the proper permit.
- 2.7 Electric service is not presently available to every area of Fall River County. It is important to determine the proximity of electrical power. It can be very expensive to extend power lines to remote areas.

2.8 It may be necessary to cross property owned by others in order to extend electric service to your property in the most cost efficient manner. It is important to make sure that the proper easements are in place to allow lines to be built to your property.

2.9 Electric power may not be available in two phase and three phase service configurations. If you have special power requirements, it is important to know what level of service can be provided to your property.

2.10 If you are purchasing land with the plan to build at a future date, there is a possibility that electric lines (and other utilities) may not be large enough to accommodate you if others connect during the time you wait to build.

2.11 The cost of electric service is usually divided into a fee to hook into the system and then a monthly charge for energy consumed. It is important to know both costs before making a decision to purchase a specific piece of property.

2.12 Power outages can occur in outlying areas with more frequency than in more developed areas. A loss of electric power can also interrupt your supply of water from a well. You may also lose food in freezers or refrigerators and power outages can cause problems with computers as well. It is important to be able to survive for up to a week in severe cold with no utilities if you live in the country.

2.13 Trash removal can be much more cumbersome and expensive in a rural area than in a city. It is illegal to create your own trash dump, even on your own land. It is good to know the cost for trash removal as you make the decision to move into the country. In some cases, your only option may be to haul your trash to a solid waste transfer station landfill yourself. Recycling is more difficult because pickup is not available in most rural areas.

2.14 The State of South Dakota has laws which prohibit and/or restrict the open burning of trash and yard debris. You will need to contact the local volunteer fire department. There are many issues that can affect your property. It is important to research these items before purchasing land.

3.1 Construction of most buildings in rural Fall River County requires county issued building permits and inspections prior to occupancy.

Department.

3.2 Not all lots or portions are buildable. The Fall River County Assessor has many parcels that are separate for the purpose of taxation that are not legal lots in the sense that a building permit will not be issued.

3.3 Easements may require you to allow construction of roads, power lines, water lines, sewer lines, etc. across your land. There may be easements that are not of record. Check these issues carefully.

3.4 You may be provided with a plat of your property, but unless the land has been surveyed and pins placed by a licensed surveyor, you cannot assume that the plat is accurate.

3.5 Fences that separate properties are often misaligned with the property lines. A survey of the land is the only way to confirm the location of your property lines.

3.6 Many subdivisions and planned unit developments have covenants that limit the use of the property. It is important to obtain a copy of the covenants (or confirm that there are none) and make sure that you can live with whose rules. Also, a lack of covenants can cause problems with neighbors. Fall River County does not become involved in the enforcement of covenants.

3.7 Homeowners Associations (HOAs) are required to take care of common elements, roads, open space, etc. A dysfunctional homeowners association or poor covenants can cause problems for you and even involve you in expensive litigation.

3.8 Dues are almost always a requirement for those areas with a HOA. The by-laws of the HOA will tell you how the organization operates and how the dues are set.

3.9 The surrounding properties will probably not remain as they are indefinitely.

3.10 If you have a ditch running across your property there is a good possibility that the owners of the ditch have the right to come onto your property with heavy equipment to maintain the ditch.

3.11 Water rights that are sold with the property may not give you the right to use the water from any ditches crossing your land without coordinating with a neighbor who also uses the water. Other users may have senior rights to the water that can limit your use or require you to pay for the over sizing or other improving of the ditch.

3.12 It is important to make sure that any water rights you purchase with the land will provide enough water to maintain fruit trees, pastures, gardens or livestock.

3.13 The water flowing in irrigation ditches belongs to someone. You cannot assume that because the water flows across your property, you can use it.

3.14 Flowing water can be a hazard, especially to your children. Before you decide to locate your home near an active ditch, consider the possible danger to your family.

3.15 The development of lots or portions of lots may be affected by geological hazards, frequent flooding, wetlands, streams, rivers, and lakes. Additionally, priority fish and/or wildlife habitats and species may limit the type and location of development you may perform on your property. Development constraints, extra costs, special studies and/or permits may be required for development of lots or portions of lots affected by the above physical characteristics and attributes.

Mother Nature:

Residents of the county usually experience more problems when the elements and earth turn unfriendly. Here are some thoughts for you to consider.

4.1 The physical characteristics of your property can be positive and negative. Trees are a wonderful environmental amenity, but can also involve your home in a forest fire. Building at the top of a forested draw should be considered as dangerous as building in a flash flood area. "Defensible perimeters" are very helpful in protecting buildings from forest fire and inversely can protect the forest from igniting if your house catches on fire. If you start a forest fire, you are responsible for paying for the cost of extinguishing that fire. For further information, you can

contact the Fall River County Emergency Services Department, or the local Fire Department.

4.2 Steep slopes can slide in unusually wet weather. Large rocks can also roll down steep slopes and present a great danger to people and property.

4.3 Expansive soils can buckle concrete foundations and twist steel I-beams. You can determine the soil conditions on your property if you have a soil test performed, or consult a geologist or geotechnical engineer.

4.4 North facing slopes or canyons rarely see direct sunlight in the winter. There is a possibility that snow will accumulate and not melt throughout the winter.

4.5 The topography of the land can tell you where the water will go in the case of heavy precipitation. When property owners fill in ravines, they have found that the water that drained through that ravine now drains through their house. Low areas will collect water when snow melts or large rain events occur. Take your property's topology into account when siting structures and other development.

4.6 A flash flood can occur, especially during the summer months, and turn a dry gully into a river. It is wise to take this possibility into consideration when developing your property or building.

4.7 Spring run-off can cause a very small creek to become a major river. Many residents use sand bags to protect their homes. The county does not provide sand bags, equipment or people to protect private property from flooding.

4.8 Nature can provide you with some wonderful neighbors. Most, such as deer and eagles are positive additions to the environment. However, even "harmless" animals like deer can cross the road unexpectedly and cause traffic accidents. Rural development encroaches on the traditional habitat of coyotes, bobcats, mountain lions, rattlesnakes, prairie dogs, bears, mosquitoes and other animals that can be dangerous and you need to know how to deal with them. In general, it is best to enjoy wildlife from a distance and know that if you do not handle your pets and trash properly, it could cause problems for you and the wildlife. The South Dakota State Department of Fish and Parks is a good resource for information. They have many free publications to help educate you about rural living.

4.9 Many areas in the County are open for hunting. Hunting, while providing recreational opportunities, is a tool for managing wildlife populations. It also involves individuals who may trespass, litter, and fire guns. Don't automatically assume that your property is in a shooting or no shooting zone.

Agriculture:

The people who tamed this wild land brought water to the Fall River County. This water has allowed agriculture to become an important part of our environment. Owning rural land means knowing how to care for it. There are few things you need to know:

5.1 Farmers often work long hours, especially during growing and harvest time. Crops are often sprayed at night and in early morning. It is possible that adjoining agriculture uses can disturb your peace and quiet.

5.2 Land preparation and other operations can cause dust, especially during windy and dry weather.

5.3 Farms occasionally burn their ditches to keep them clean of debris, weeds and other obstructions. This burning creates smoke that you may find objectionable.

5.4 Chemicals are often on growing crops. You may be subject to spray drift or over spray. You may be sensitive to these substances and many people actually have severe allergic reactions. Many of these chemicals are applied by airplanes that fly early in the morning.

5.5 Animals and their manure can cause objectionable odors. What else can we say?

5.6 Agriculture is an important business in Fall River County. If you choose to live among the farms and ranches of our rural countryside, do not expect county government to intervene in the normal day-to-day operations of your agribusiness neighbors. In fact, Washington has "Right to Farm" legislation that protects farmers and ranchers from nuisance and liability lawsuits. It enables them to continue producing food and fiber.

5.7 The State of South Dakota has an open range law. This means that if your property is located in an open range and you do not want cattle, sheep or other livestock on your property, it is your responsibility to fence them-out. It is not the responsibility of the rancher to keep his/her livestock off your property.

5.8 Before buying land you should know if it has noxious weeds that may be expensive to control and you may be required to control. Some plants are poisonous to horses and other livestock.

5.9 Animals can be dangerous. Bulls, Stallions, rams, boars, etc. can attack human beings.

Children need to know that it is not safe to enter pens where animals are kept.

5.10 Much of Fall River County receives less than 15 inches (38cm) of precipitation per year. As a result, we have a problem with overgrazing, and fugitive dust. Without irrigation, grass does not grow very well. There is a limit to the amount of grazing the land can handle. The Fall River County Cooperative Extension office can help you with these issues.

In conclusion

Even though you pay property taxes to the county, the amount collected does not cover the cost of the services provided to rural residents. In general, tax revenues derived from commercial, industrial, agricultural and forest uses and activities in the County subsidize the lifestyle of those who live in the country by making up the shortfall between the cost of services and the revenues received from rural dwellers.

This information is by no means exhaustive. There are other issues that you may encounter that we have overlooked and we encourage you to be vigilant in your duties to explore and examine those things that could cause your move to be less than you expect.

We at Fall River County have offered these comments in the sincere hope that it can help you enjoy your decision to reside in the country. It is not our intent to dissuade you, only inform you. If you have any Questions, please do not hesitate to call us.

Information Resources:

Fall River County Highway Department

Fall River County, Building and Fall River County Emergency Services

Fall River County Sheriff Office

BOARD OF COUNTY COMMISSIONERS

Glen Reaser, Chairman

Mike Ortner Commissioner

Joe Falkenburg, Commissioner

Fall River Auditor

BOARD OF COUNTY COMMISSIONERS

Glen Reaser, Chairman

Fall River County

Recommended Plan of Action submitted by Fall River County Department Heads for consideration by Fall River County Commissioners.

Phase 1

> Purchase of old Ambulance Building at 709 Jensen Hwy

- * Relocate Weed and Pest office to 709 Jensen
- * Relocate Extension office to 709 Jensen
- * Relocate the County Nurse to 709 Jensen
- * Convert North Ambulance Bay into Secure Evidence Storage for Sheriff's Office
- * Relocate DOE office to Extension office across the street
- * Relocate GIS office to Extension office across the street
- * Use the Nurses office for additional Sheriff Deputy offices
- * The current DOE office could be used for EM and IT office or temporary storage space

These offices can be relocated with minimal expense.

There would be no immediate need for remodeling or additional construction.

There would be minimal work needed for cables and wires for internet or network access.

The construction work needed for the Evidence Storage would be covered by Grant monies.

Phase 1 would allow for the relocation and expansion of these offices which have been identified as the first priority.

Phase 2

> Security Evaluation of the Courthouse and County Jail buildings – April 24, 2017

After this evaluation report is studied, further decisions could be made for Phase 2 concerning the security, jail, and other office needs.