

MEMORANDUM OF UNDERSTANDING

Between

SDSU Extension and Counties of South Dakota 2015

In accordance with Chapter 4.05, Section 4.0504, Revised Code of 1939 and as subsequently amended to conduct Extension educational programs in Agriculture and Natural Resources, Family and Consumer Sciences, Community Development and 4H/Youth Development with the complete understanding of all parties concerned. SDSU Extension, the United States Department of Agriculture and the Board of County Commissioners of **Fall River County** enter in the following agreement:

COOPERATIVE EDUCATIONAL PROGRAM DEVELOPMENT

SDSU Extension agrees to give guidance and active assistance to the 4-H Advisor in determining and carrying out 4-H and Youth Development educational programs that will be of greatest benefit to the people in the county. SDSU Extension agrees to assist the 4-H Advisor in the conduct of their work by providing program planning and development, leadership, training, supervision, and subject matter support through Extension specialists, field specialists, publications, and technology information services.

PERSONNEL AND FINANCIAL RESPONSIBILITY OF COOPERATING COUNTY

The Board of County Commissioners agrees to furnish an office suitable to all parties of the Memorandum. The Board of County Commissioners further agrees to provide sufficient funds for qualified office administrative support, 4-H Advisor travel expenses, office supplies, and equipment, postage, demonstration and educational supplies, telephone/internet and related charges and computer/related equipment, subject to the county's budgetary authority.

The Board of County Commissioners agrees to pay annually to South Dakota State University for partial salary support of the 4-H Advisor position. Payments must be made by the 1st day of March in each calendar year. For the calendar year 2015, this is in the amount of \$ 8,890. This position will work 50% of time in Fall River County. Should the position become vacant during the 2015 calendar year, or portions thereof, the county shall be reimbursed on a pro-rata basis for such period (s) of vacancy at the close of the calendar year.

The Board of County Commissioners agrees to reimburse the 4-H Advisor for official use of their personal vehicle, meals and lodging on official business away from their county office headquarters at rates and policies equal to or above those established by the State Board of Finance. The 4-H Advisor will submit itemized vouchers for official travel expenses to the County Auditor for presentation to the Board of County Commissioners for payment.

The 4-H Advisor will travel within the county to serve clientele and conduct educational programming. Furthermore, the 4-H Advisor will participate in some out-of-county activities that are related to their duties for the county, e.g. State Fair and State 4-H Horse Show, for which the Board of County Commissioners agrees to reimburse travel expenses. The Board of County Commissioners further agrees to allow the 4-H Advisor to participate in some training and special events outside of the county which are related to their duties and continued professional development. For these specific mandated professional development events, SDSU Extension will provide travel reimbursement to the 4-H Advisor.

ACCESS TO CONFIDENTIAL DATA

Access to SDSU Extension data and communications, whether it resides on county-owned or SDSU Extension-owned equipment, shall be restricted to South Dakota State University personnel or their respective designees. As stated in the South Dakota Board of Regents Acceptable Use Policy, information resources and technology should be used to support the operations and missions of the South Dakota Regental System. Accordingly, the Chief Information Technology Office at South Dakota State University will investigate any and all allegations of misuse of technology by SDSU Extension personnel. Allegations of misuse of technology on county-owned equipment by SDSU Extension personnel will be investigated jointly by the SDSU Office of Information Technology, the Vice President of Information

Technology and the appropriate county personnel. SDSU will work with individual counties as requested to establish a standard Third Party Agreement to address network access concerns.

COOPERATIVE PERSONNEL EMPLOYMENT POLICY

It shall be the responsibility of SDSU Extension to screen and certify the qualifications of applicants for a vacant position. The County Commission will be represented in interviewing candidate(s) for the open position and participate in recommending approval or rejection of the candidate's employment by SDSU Extension. Salary will be determined by SDSU Extension with approval of South Dakota State University and the South Dakota Board of Regents.

If the performance of a 4-H Advisor becomes unsatisfactory, his/her employment may be terminated in accordance with South Dakota State University and Board of Regents Personnel policies. In addition, SDSU Extension may need to remove a 4-H Advisor when either appropriated State or Federal funds or the County funds are not adequate to satisfactorily carry on effective 4-H and Youth Development Extension educational programs in the county.

The employment policies of SDSU Extension and parties to this cooperative agreement are required to conform to provisions of the Civil Rights Act of 1964 and related amendments thereto prohibiting discrimination.

APPROVAL AND/OR MODIFICATION OF MEMORANDUM

This memorandum will be in effect when the Board of County Commissioners and SDSU Extension approve it. It supersedes all previously signed agreements and shall remain in effect until it is expressly terminated in writing by one or more of the parties concerned. This agreement should be reviewed at the first meeting of the County Commission each year for purposes of informing new members and reacquainting experienced members with its provisions.

DATE

CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS

DATE

DIRECTOR, SDSU EXTENSION

Black Hills Resource Conservation and Development 2015 Dues

BH RC & D [blackhillsrccd@gmail.com]

Sent: Wednesday, March 04, 2015 10:33 AM

To: Ganje, Sue

Attachments: BHRCD2014Summary.pdf (78 KB) ; Invoice2015 FallRiverCount~1.pdf (129 KB)

Sue

Attached is the invoice for the 2015 BHRC&D dues for 2015, also attached is a list of the projects that we have worked on over the past year.

We would really appreciate your support for the organization and having a commissioner present at our meetings if at all possible, we currently have all counties represented except for Fall River for our 6 county area of work and support.

Thanks and if you have any questions just email or give me a call.

Here is our website if you would like more information <http://sdrccd.org/main/black-hills-main/>

DennieMann

Dennie Mann
4012 Oiler Lane
Rapid City SD 57701
605 939 8156

Black Hills RC&D 2014 Accomplishments

2014 was a year of successful mountain pine beetle collaboration and action among many stakeholders living and working in the Black Hills of Northeastern Wyoming, and Western South Dakota.

In an effort largely unmatched throughout the country, private landowners, County Weed and Pest Departments, Resource Conservation Districts, and State Federal Agencies have joined together in a collaborative "all lands" approach to combat the current mountain pine beetle epidemic.

This collaboration has resulted in the Black Hills Regional Mountain Pine Beetle Strategy, a five year strategy for responding to the current epidemic in both Wyoming and South Dakota.

Using a variety of methods including forest thinning, sanitation harvest, cut and chunk, cut and burn, prescribed fire, and chemical spraying, the collaborators have treated hundreds of thousands of trees across thousands of acres of infested and at-risk area throughout the Black Hills ponderosa pine forest.

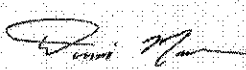
There is a tremendous spirit of cooperation behind the work that is being accomplished. The larger Black Hills community of Wyoming and South Dakota is working together to slow progression of the mountain pine beetle in the Hills.

The State of South Dakota is providing technical assistance to private landowners in conjunction with a cost-share program for treating green-infested trees in select priority areas, and has held numerous informational workshops. Custer State Park treated 34,000 trees, used timber sales to thin forests at risk, and preventive sprayed high value trees.

Black Hills RC&D also has worked with Mid Dakota Water Development District to implement the Rapid Creek water quality project which could begin in 2015. This project will monitor TMDLs at various sites along the creek and help to implement BMP's to improve water quality on both public and private lands in the watershed.

The Spring Creek water project has been ongoing for over 10 years and BHRC&D involvement is to provide recommendations to the Pennington County Planning Department concerning the "Best Management Practices" concerning the Spring Creek project implementation and watershed management plan.

BHRC&D is also working with BARR Engineering on the implementation of a watershed management plan for the lower reaches of Spearfish Creek. This will be a collaborative effort with cities, irrigation districts, private landowners, and the public to improve the Spearfish Creek watershed.



Executive Director BHRC&D

FALL RIVER COUNTY RESOLUTION # 2014-20
A RESOLUTION TO PROVIDE FOR TEMPORARY EMERGENCY REGULATION
OF FIRE HAZARDS IN FALL RIVER COUNTY

WHEREAS, the Fall River County Commission is charged with protecting the health and safety of the citizens of Fall River County including all property situated therein; and

WHEREAS, the Fall River County Commission has consulted with local fire officials, law enforcement and emergency management officials concerning the threat posed by wildfires; and

WHEREAS, the threat of wildfires in Fall River County is such so as to pose a significant danger to the health and safety of the citizens of Fall River County including property situated therein; and

WHEREAS, the Fall River County Commission has deemed it necessary to enact certain temporary controls to reduce the threat posed to the citizens and property of Fall River County by wildfires.

NOW THEREFORE BE IT RESOLVED, that pursuant to SDCL 7-8-20 (18) the Fall River County Commission does hereby enact this resolution to insure public safety on an emergency basis, effective immediately and impose a ban on all open burning and fireworks except for petroleum fueled or charcoal briquette fueled grills used for preparing food. This burn ban applies to any resident in Fall River County outside any municipality or land within the Black Hills Fire Protection District, and is in effect when the fire index reaches the **HIGH, VERY HIGH or EXTREME** level. Residents will be allowed to use gas fueled or charcoal fired BBQ grills and will be allowed open burning when the fire index is at the **LOW or MODERATE** level. Campfires will **NOT** be allowed on private land or licensed commercial campgrounds. Campgrounds operated by the State of South Dakota or US Government must follow the established laws and regulations.

IT IS FURTHER RESOLVED, that this open burning ban will remain in effect until repealed by the Fall River County Commission. Pursuant to SDCL 7-18A-2 the penalty for violating this resolution shall include a fine not to exceed two hundred dollars for each violation and/or imprisonment for a period not to exceed thirty days for each violation; or both such fine and imprisonment. Additionally person (s) in violation of this burn ban may be responsible for any and all suppression costs.

Dated this 17th day of July, 2014

Michael P. Ortner
Chairman, Fall River Commission

ATTEST:

Sue Ganje, Fall River/Shannon County Auditor

The following is the greeting a customer receives when calling the Treasurer's office.

"You have reached the Fall River/Shannon County Treasurer's Office. Vehicle transactions are processed Monday thru Friday from 8 am to 4 pm. The office is closed Saturday, Sunday, and Holidays. The office address is 906 North River Street, Hot Springs, SD 57747. To request information regarding a South Dakota Driver's License please call 1-800-952-3696. For information regarding legal documents such as Birth Certificates please call 605-745-5139. For questions regarding assessed values please call 605-745-5136. Please dial "0" if you have other questions."

The new office telephone system has active roll over capability for four lines (which can and have all been answered at the same time). The previous telephone line only had **one** line available for individuals to call as there was no roll over capability, we have increased our telephone responsiveness by adding the roll over option so four active lines are now available for customers to reach the office staff.

The system will ring into the office six times, then the customer will hear "Thank you for calling the Fall River Treasurer's office. All our representatives are busy at this time. Please call back again." While the customer is waiting for assistance "music" is played.

The new telephone system provides information documenting the date, time, telephone number, the extension where the call was dialed from or received into and the length of the call.

New phone system benefits for the customer:

- Can learn Treasurer Office hours, days open for service, and address without waiting for office staff to complete another customer's transaction.
- Can learn the correct number to call regarding obtaining a SD Driver's License without waiting for the office staff to complete assisting another customer.
- Can learn the correct telephone number to call the Register of Deeds or the Equalization office without waiting for direct assistance from an office staff person.
- Able to leave a voice message specifically for the Treasurer.

This new telephone technology has enabled office staff to more appropriately assist the customers at the window while at the same time providing information and assistance to the telephone customer. Staff is not interrupting the customer at the window to answer basic information such as what time does the office close? Office procedure always has been to assist the customer at the window in a timely manner and to assist those on the telephone as quickly as possible.

Talking Points requesting a fulltime person:

I am new in this position and admit I did not budget correctly to provide the necessary services to our customers. I prepared and presented a bare bones budget based on previous experiences but did not recognize the tremendous work load increase in my office. I am striving to save money in the office in any way I can, such as outsourcing the tax mailing process. I have also instructed my staff to use the toll free number to call the state DMV when requesting assistance for a customer. I have requested the staff to use a computer excel programs to log in and log out the mail to save time, and to record all special items mailed to the State DMV in the computer as opposed to sharing a tablet. In addition I have requested staff to minimize the use of supplies such as paper and have tried to decrease the number of souvenir pens our office provides to customers. Unfortunately I have no control over the longevity of office equipment such as printers or computers.

Comparison of the previous 6 year's salary portion of the dept budget – shows a steady downward trend

2010	=	111,450.33
2011	=	114,164.72
2012	=	104,348.70
2013	=	92,197.60
2014	=	97,092.01
2015	=	88,880.00

I understand some of the salary decrease is due to the newness of my staff. However, at this point to effectively continue to provide the needed services to our customers from two counties, I am asking you to supplement the Treasurer's office with the necessary salary and benefits to make the current Part time position (unfilled) (20 hours per week) a permanent benefited Fulltime position (40 hours per week). I am confident advertising a fulltime position will attract a more viable candidate able to work in the extremely multitasked, fast-paced work situation.

Reviewing the office production statistics shows an upward trend in work accomplished, in the last 12 months with less experienced and trained staff.

Auto Transactions (Titles and Registrations):

2010	=	27,661
2011	=	27,408
2012	=	27,794
2013	=	27,303
2014	=	29,121

Ranked # 14 out of 67 counties in the state;
A significant increase of 1,818 transactions

Property Tax Collection Volumes

Tax Year	Mailed	Exempt	No Pmt	1st Pmt Only	Both Pmts	1 pmt paid in Full	Total # of Tax Receipts Processed
2010	9368	1533	51	2	5393	3926	14714
2011	9417	1536	78	6	5428	3905	14767
2012	9463	1510	108	12	5457	3886	14812
2013	9840	1545	271	59	5485	4035	15064
2014	10178						

Cash Register Receipt data available from March 1, 2014 thru February 2015

Fall River County = 14,368
Shannon County = 8,358
Total 22, 726 **Averaging 90 customers per day**

In addition to the customer at the window, or the customer who has mailed in a property tax payment, registration renewal, title transfer, or any of the many other requests received, the staff answers (on the new telephone system) an **average of over 65 calls per day** with a combined length of **15 hours** per week spent on the telephone assisting customers. The number of basic calls such as 'what time do you close' has dropped dramatically which has allowed to staff to concentrate on more specific customer requests.

I know you have all seen or heard of the lines reaching from my office window to the door. Staff are doing all they can to keep up with the customers but there are times due to the many circumstances a customer presents where the staff can only work so fast. I am fortunate to have a staff who can switch from a complicated auto issued to a complicated property tax issue, not a small feat. I always feel bad when the lines get long but there is only so much each staff person can do at one time.

As your Treasurer, I do not want to fall behind in performing my specific duties as the Treasurer. I want to be able to continue to perform the tasks necessary to continue to bring the office up to date in all the programs. I am reviewing the bank statements in a timely manner, instituting a more active distress warrant program, instituting a clearly audible process of all financial records in the office such as banking -deposits, transfers, check records, bank balances, and treasurer's trust - payment plans, advanced mobile home taxes. I have made notebooks of each type of transaction and recorded documents by month and year so they are easily reviewed by the Auditor or the State Auditor. I have computerized as many programs as possible and continue to implement new processes and procedures to speed up the processes in the Treasurer's office.

To the best of my knowledge the Treasurer's office budget would need a supplement in the amount of \$7600 in salary money; benefits of \$3215.13; Social Security of approximately \$1200; and Retirement of approximately \$800 for a total of \$13,000. I believe in my budget I can work to save \$2500 which would make the supplementation request \$10,500.

I sincerely ask you to consider my request to increase the current part time position to a full time benefit position. I want my staff and myself to be able to provide even better and more accurate customer assistance. Thank you very much.

The earliest this person might be able to start would be on or about April 1st to allow for advertising the position, interviewing the applicants, and allowing the selected applicant to make arrangements to start the position.

Treasurers Office Staff

- Provision of customer service (2 counties)
 - Trouble shooting many, many customer's issues either with autos or property taxes
 - Customer at the window, 3 stations available, if all occupied staff do the window customer's work at their desk
 - Customer on the telephone, answer the phone, assist the phone customer, while assisting the customer at the window
 - Customer who has mailed in registration renewal material
 - Customer who has mailed in title transfer documents
 - Customer who is requesting a lien be added to a title
 - Customer who is requesting permits, other miscellaneous assistance
 - Customer sending in payment of taxes
 - Customer requesting addition of junior lien
 - Customer who has requested assistance via email
- Additional programs for 2 counties done individually for each county
 - Daily Bank Deposits, Transfer, and Reconciliation
 - Balance Autos, Miscellaneous, and Property Tax income each day
 - Balance end of the month statement with state and other county offices
 - Treasurer's Trust
 - Review Investments
 - Distress Warrants
 - Redemption of Tax Certificates
 - NSF Checks Procedures
 - Tax Deed Proceedings
 - Elderly Tax Freeze Forms –mail forms, review forms, respond to customers concerns and assist the customer with the correct completion of the form
 - Internet Renewals twice a month
 - Official Payments (taxes paid on line) must be reviewed and applied to the correct parcels
 - Review correspondence letters mailed by the state DMV
 - Write the appropriate fee and correspondence letters to customers
 - Investment of CD's per Commission guidance
 - Research and assistance with individual customer issues in tax or autos
 - Invoice money from other county offices
 - Disperse money as directed by Auditor's office to other entities
 - Research Bankruptcies
 - Research and publish delinquent tax payer list in December
 - Send individual tax notices to property owners
 - Assist customers in request for payment plans and present to Commissioners
 - Assist customers with Sales Tax Refund Applications
 - Maintain current an accurate filing system for all documents

- **Specific office tasks**

- Motor Vehicle Processing (autos, cycles, boats, trucks, mobile homes, snowmobiles, trailers) via South Dakota Department of Motor Vehicle site including: new titles; title transfers; duplicate titles, plates, and registrations; license plate renewal (tags); handicap permits; special plates; moving permits; adding and removing liens.
- Real Property tax collection. Property values determined by the Equalization office are assigned a levy and taxes are computed by the Auditor's office. Treasurer's office is responsible to collect the taxes, add delinquent interest, and fees. Treasurer's office is responsible to assign certificate numbers, publish delinquent tax lists, and conduct tax sales.
- Mobile Homes may be registered in the Equalization office annually and must be paid in the Treasurer's office.
- Special Assessments, typically from the city improvement projects like sidewalk, are certified to the Auditor's office by a city or taxing entity. The Treasurer's office is responsible to collect the annual amount with the first half of Real Property taxes due by April 30th and considered delinquent after April 30th.
- Advanced Taxes due on Mobile homes on Real Property or Mobile Homes on Leased sites that are being moved, sold or have title changes are computed, printed and paid at the Treasurer's office. The value is obtained from the Equalization office.
- Miscellaneous Receipts – Other monies collected by the county for services, fees and in lieu of taxes are collected in the treasurer's office, then receipted by the Treasurer into the correct miscellaneous fund.

- **Additional Information**

- We aim to provide excellent appropriate customer assistance to each individual contacting our office requesting service. Many times the staff is multi-tasking on complex issues in the attempt to assist several customers at one time.
- My office staff has assumed and done everything possible to deliver service in a timely manner, however, more assistance is needed to continue to meet the ever changing and increasing requests from our customers. Our county areas provide many new and time intensive research situations, each unique with its problem and solution.

2015 Appeal Boards Schedule

4/15 - 5/5 for CO Bds

Important dates:

March 1 - assessment notices must be mailed

March 15 - last day to file for owner-occupied status with Director of Equalization

Local Board of Equalization

March 12 - last day to file written appeal with clerk of local board

March 16 - local board begins

March 20 - local board ends

March 27 - last day to receive written notice of local board's decision

County Board of Equalization

April 7 - last day to mail or file¹ written appeal with county auditor

April 14- county board begins

May 5 - county board ends

May 8 - last day to receive written notice of county board's decision

Consolidated Board of Equalization

April 7 - last day to mail or file¹ written appeal with county auditor

April 14- consolidated board begins

May 5 - consolidated board ends

May 8 - last day to receive written notice of consolidated board's decision

Office of Hearing Examiners

May 15 - last day to file a written appeal

AGREEMENT NUMBER _____

AN AGREEMENT BETWEEN THE STATE OF SOUTH DAKOTA,
DEPARTMENT OF TRANSPORTATION AND FALL RIVER COUNTY
TO BUILD A NEW ROAD BETWEEN PROVO AND IGLOO

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and Fall River County, South Dakota, referred to in this Agreement as the "COUNTY."

BACKGROUND:

1. The parties previously entered into an agreement entitled, "An Agreement for Improvement of State Trunk Highway 298 from SD47 Approximately 1.2 Miles Southwest," which agreement was entered into by the parties on July 1, 1997, and assigned agreement number 711255 by the STATE, referred to in this Agreement as "AGREEMENT NUMBER 711255." Section A.5. of AGREEMENT NUMBER 711255 required the STATE to replace the structure over the Burlington Northern Railroad (Structure Number 24-102-188). Rather than replace the structure over the Burlington Northern Railroad (Structure Number 24-102-188, as required under AGREEMENT NUMBER 711255, as well as replace the structure over Coal Creek (Structure Number 24-103-188), the parties agree it is more economical to construct a different route into the town of Igloo, South Dakota.
2. The STATE and the COUNTY want to construct a public highway located on a new alignment from SD Highway 471 (SD471) at Provo west and northwest to town of Igloo, approximately 2.0 miles, referred to in this Agreement as the "PROJECT." The Project Number is P 0043(00) PCN 049U. The total cost of the PROJECT is estimated to be \$950,000.
3. The PROJECT work will include but not be limited to design and construction engineering, environmental coordination, grading, drainage structures, gravel surfacing, and right of way acquisition for the new alignment. The PROJECT will also involve the removal of the two existing structures, Structure Numbers 24-102-188 and 24-103-188 as well as obliteration of approximately 1.17 miles of Fort Igloo Road from SD471 to the gate of Fort Igloo.
4. The STATE will provide a maximum of One Million, One Hundred Thousand Dollars (\$1,100,000.00), in STATE funds towards the cost of the PROJECT, which represents the estimated replacement cost of Structure Number 24-102-188 over the railroad on Fort Igloo Road.

THE STATE AND THE COUNTY MUTUALLY AGREE AS FOLLOWS:

A. The STATE:

1. The STATE will develop the Scope of Services for the design of the PROJECT in conjunction with the COUNTY.
2. The STATE will provide technical assistance for the PROJECT and review plans and specifications.
3. The STATE will purchase right-of-way and any necessary relocation for the PROJECT. The STATE will purchase, per the STATE'S construction plans, the right-of-way for the PROJECT in the name of the COUNTY.
4. If negotiations are unsuccessful in securing the property interests necessary for the PROJECT, the STATE will negotiate and acquire those property interests in the name of the STATE and will handle the condemnation of any right of way and temporary easements. Upon completion of the

construction and approval of the South Dakota Transportation Commission, the STATE will transfer to the COUNTY the parcel or parcels acquired by condemnation.

5. The STATE will provide the construction plans, specifications, and estimates for the COUNTY'S review and approval prior to advertising the PROJECT for bids.
6. The STATE will advertise, let to contract, award, and be the contracting party for the PROJECT.
7. The STATE will obtain the COUNTY'S concurrence before authorizing any changes to the PROJECT work under the STATE approved PROJECT plans and specifications.
8. The STATE will obliterate approximately 1.17 miles of Fort Igloo Road from SD471 to the gate of Fort Igloo Road as part of the PROJECT.
9. Rather than replace the structure over the Burlington Northern Railroad (Structure Number 24-102-188, as required under AGREEMENT NUMBER 711255, and the structure over Coal Creek (Structure Number 24-103-188), the STATE will construct a public highway located on a new alignment from SD Highway 471 (SD471) at Provo west and northwest to the town of Igloo, approximately 2.0 miles.
10. The STATE will provide payment directly to contractors, suppliers, and vendors. The STATE will bill the COUNTY for any costs exceeding One Million, One Hundred Thousand Dollars (\$1,100,000.00).

B. The COUNTY will:

1. The COUNTY will concur with the design of the PROJECT to ensure the design meets the COUNTY'S needs.
2. The COUNTY will arrange for all needed utility adjustments and certify that all utility adjustments or agreements are in place prior to the STATE'S advertisement and letting of the PROJECT.
3. The COUNTY will accept full ownership, jurisdiction, and maintenance responsibilities of the PROJECT.
4. The COUNTY will be one hundred percent (100%) responsible for any costs exceeding One Million, One Hundred Thousand Dollars (\$1,100,000). The COUNTY will pay the STATE upon receipt of billing from the STATE.
5. The COUNTY will continue to maintain the PROJECT as a public road after construction of the PROJECT.

C. General Conditions:

1. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement, and be signed by an authorized representative of each of the parties.
2. The STATE may terminate this Agreement on thirty (30) days' written notice. If the COUNTY breaches any term or condition of this Agreement, the STATE may terminate this Agreement at any time with or without notice.
3. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the STATE may terminate this Agreement. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

4. **Authority to Sign Right of Way and Easement Documents:** The COUNTY has designated its County Commission Chairperson as the COUNTY'S authorized representative and has empowered its County Commission Chairperson with the authority to negotiate and approve of acquisition of right of way for the purpose of road and bridge construction in COUNTY'S jurisdiction. A copy of the COUNTY'S Commission minutes or resolution authorizing said authority is attached to this Agreement as Exhibit A.
5. **Authority to Sign Agreement with the STATE.** The COUNTY has designated its County Commission Chairperson as the COUNTY'S authorized representative and has empowered its County Commission Chairperson with the authority to sign this Agreement on behalf of the COUNTY. A copy of the COUNTY'S Commission minutes or resolution authorizing the execution of this Agreement by the County Commission Chairperson is attached to this Agreement as Exhibit B.

This Agreement is binding upon the signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the COUNTY to enter into the same.

Fall River County, South Dakota

By: _____

Its: County Commission Chairperson

Date: _____

Attest

County Auditor/Clerk

(COUNTY SEAL)

State of South Dakota
Department of Transportation

By: _____

Its: Secretary

Date: _____

By: _____

Its: Program Manager,
Office of Administration

Date: _____

Approved as to Form:

Special Assistant Attorney General

Fall River Property Owner's Association request that the Fall River County Commissioners do an appeal on behalf of all landowners in Fall River County. The valuations of all the land in Fall River County for 2015 should not be increased above the 2014 levels.

At the meeting on March 17, 2015, an example of one section (640 acres) in the Oelrichs area will be presented. The Income method of appraisal was done by a local appraiser. The cash rent method showed 19% of the profit potential went to pay property taxes for the actual payment in 2014 for 2013 year. The share rent, a method which actually takes more risk on the owner, showed that 13% of the profit potential went to pay property taxes, again this used actual payments on 2014.

The valuations last year showed generally a 20% increase and the valuations recently received showed an additional 20%.

State wide, real estate taxes have increase on average of 4.5% for the 20 years since the 1995 legislative tax rollback of 30%. Real Estate taxes paid in 2014 increased \$7.2 million dollars over 2013 or 14.8%. In 2015 it most likely will be 14.6% depending on local equalization board meetings. Jim Lintz, a retired state representative and senator, has attended one of our FRPO meetings and has expressly stated that taxes approaching the 20% level of income potential was not the goal of the productivity formula put together by Larry Rhoden and himself.

We are well aware of the state requirement to bring valuations up to the 85% of the full and true values. We are aware that most likely a blanket request by Fall River will be overturned by the state. What needs to happen is that numerous counties need to do a blanket appeal on behalf of the landowners. If enough counties do the appeal the state leadership will know that the hardships are real.

FRPO are aware of the increased valuation of the homeowners and the directions their taxes already have taken and will continue. The countywide appeal would include the homeowners.

**FIRST AMENDMENT TO
PROVO TOWNSHIP/FALL RIVER COUNTY
JOINT POWERS AGREEMENT**

PARTIES:

The parties to this agreement are Provo Township, an organized township in Fall River County, South Dakota, hereinafter referred to as "Township" and Fall River County, an organized county within the State of South Dakota, hereinafter referred to as "County."

PURPOSE:

Township and County have previously entered into a Joint Powers Agreement dated the 5th day of March, 1996, a copy of which Agreement is attached hereto as Exhibit "A" and by this reference incorporated herein. Pursuant to the Agreement, the Township operates a water system which, for the purposes of this Agreement, is referred to as the Provo Area Water System. The Township, together with the assistance of the County, has obtained grants for the improvement of the Provo Area Water System, including improvements to the well, reservoirs and waterlines. Plans have been prepared and bids received for such improvements and contracts are to be let by the Township for the work, the same to be completed on or before November 1, 2009, subject to extension as provided for delays beyond the control of the parties. For purposes of this Agreement, this work shall be referred to as "The 2009 Project."

The Provo Area Water System provides domestic water to residents of the Township and to rural water users located outside of the Township. The Township and County desire to amend the Joint Powers Agreement in order to provide for a management board for the operation of the Provo Area Water System. The parties have reached an agreement as to the establishment of such a board and the purpose of this amendment is to set forth the terms of agreement for the creation of the Provo Area Water System Board of Directors.

The consideration for this Agreement consists of the written covenants contained herein.

PROVO AREA WATER SYSTEM BOARD OF DIRECTORS:

The parties hereby create the Provo Area Water System Board of Directors to consist of a board of five members. The members shall each be appointed for a five year term with the

terms staggered so that no more than one board member's term shall expire in any one year. At the first meeting of the Board, the Board of Directors shall draw lots to determine their initial terms of one to five years. Each term shall expire on December 31. The initial terms shall commence on January 1, 2010, which shall be the effective date of this Amendment. The initial board members shall be appointed as follows: Provo Township shall appoint three members and Fall River County Commission shall appoint two. The appointments shall be made not later than December 31, 2009. The Board shall meet and organize during the first full week of January, 2010 and thereafter shall hold its annual reorganization meeting in the first week of January of each year. The Board shall organize and elect a chairman, a vice chairman, secretary and a treasurer. Such officers shall be elected by a majority vote of the members of the Board of Directors present at a meeting at which a quorum is present. A quorum, for purposes of operation of the Board of Directors, shall be a minimum of three directors. The Board members shall serve without compensation other than reimbursement for necessary expenses incurred provided that the Treasurer shall be paid a reasonable sum for bookkeeping services required.

In the event of a vacancy in the office of a member of the Board of Directors, a replacement shall be appointed within thirty (30) days of notice of such vacancy by the party to this Agreement which made the appointment of the member whose office is then vacant.

Annual reappointments shall be made by the party to this agreement whose appointed board member's term is expiring at year end.

OFFICERS' DUTIES:

The duties of the respective officers shall be as follows:

- A. Chairman: The Chairman shall preside at all meetings of the Directors, discharge all the duties that devolve upon a presiding officer, and perform such other duties as the Bylaws provide or the Board of Directors may prescribe.
- B. Vice Chairman: The Vice Chairman shall perform all duties incumbent upon the Chairman during the absence or disability of the Chairman and shall perform such other duties as the Bylaws may provide or the Board of Directors may prescribe.
- C. The Secretary: The Secretary shall attend all meetings of the Board of Directors

and shall keep, or cause to be kept, in a book provided for the purpose a true and complete record of minutes of the proceedings. He shall be custodian of the records and attest to all documents, the execution of which on behalf of the Board is duly authorized. He shall attend to the giving of all notices and shall perform such other duties as the Bylaws may provide or the Board of Directors may prescribe.

- D. The Treasurer: The Treasurer shall keep correct and complete records of account, showing accurately at all times the financial condition of the Provo Area Water System. He shall be the legal custodian of all monies, notes, securities and other valuables that may from time to time come into the possession of the Board. He shall immediately deposit all funds of the Board coming into his hands in some reliable bank or other depository to be designated by the Board of Directors and shall keep this bank account in the name of the Board. He shall furnish at meetings of the Board of Directors or whenever requested, a statement of the financial condition of the Board and shall perform such other duties as the Bylaws may provide or the Board of Directors may prescribe. The person elected or appointed to the office of Treasurer, before that person enters the office, shall execute a bond conditioned upon the faithful discharge of the duties of the office with a surety company authorized to conduct business in the State and paid for by the Provo Area Water System. The bond shall be in an amount set by and approved by the County and the Township and shall be filed in the office of the County Auditor.

MEETING GOVERNANCE AND BYLAWS:

The Board of Directors shall be governed in its meetings by Robert's Rules of Order and any Bylaws adopted by the Board of Directors with the approval of the County and Township.

OATH REQUIRED:

Prior to performance of any duties as a member of the Board of Directors, each board member shall be required to sign an oath of office, agreeing to faithfully perform the duties of a director in accordance with the Constitution and the laws of the State of South Dakota.

POWERS AND DUTIES OF THE BOARD:

The Board of Directors shall perform the following duties:

- A. The Board shall engage employees and certified operators as necessary to operate the water system to provide water for domestic and livestock users inside and outside of the township to the extent of present users and to any new

users as required of Provo Township in the original Joint Powers Agreement. For this purpose, the County and the Township agree that the Board and its contractors, agents and employees shall have access to all components of the water system and its easements and rights-of-way for the purpose of maintaining and operating the same.

- B. The Board shall operate all common water mains and the water tower or system reservoirs on the system as the same presently exists as well as any developed for the service of the water system in the 2009 Project or hereafter.
- C. The Board shall maintain the water wells, lines, mains, pumps, valves and appurtenances of the system wherever located except privately owned water lines and facilities. The Board shall require meters at all points of use.
- D. The Board shall enforce uniformly rules for service and metering of water within the various classes of its users and shall require all users to maintain the integrity of individual private lines in order to minimize water loss. The Board shall have full authority to shut off water for nonpayment or for failure to repair leaking water lines. The Board shall continue to provide water to current users for use outside of the Township for domestic and ranch livestock usage only, subject to the conditions of this agreement and the rules established pursuant hereto as long as water is available. All water users shall be required to enter into a water use agreement with the Provo Area Water System in the form originally approved by the Township and the County. Any modification of existing rules for service and metering of water within the various classes of its users and procedures involving nonpayment and shut off may be adopted from time to time by the Board provided that such shall not take effect until thirty (30) days following notice of the same to the water users, the Township and the County.
- E. Commercial Usage. Any request for commercial usage shall be subject to Item

4 of the Conditions of the original Joint Powers Agreement.

- F. The Board shall not discontinue the water system without agreement of the County and Township nor terminate service to users (except for default under the terms and conditions of the rules established pursuant to this amendment or to the original Joint Powers Agreement) either inside or outside of the Township without agreement of the Township and the County.
- G. The Board shall maintain separate books, records and accounts for the water system operation and all funds received shall be used only for water system operating expenses, maintenance, reserves for replacement and related expenses or purposes for the maintenance and continuation of the water system.
- H. The Board may adopt additional regulations governing the operation of the water system and the use of its water and may, from time to time, set rates subject to notice and consent by the Township and the County. Notice shall be given in writing at least thirty (30) days prior to the intended effective date. Failure of the Township and/or the County to object to any such new rules or regulations shall be deemed approval thereof. In the event that either the Township or the County shall reject a proposed change, that change shall not take effect. All other changes shall take effect thirty (30) days after adoption and notification to the users.

DISPUTES:

All disputes between the Board and any user, including issues on rates and regulations or other restrictions or any matters between the Board and any user, including out of township users, shall be submitted by the user in writing to the Board with copies to the Township and the County. The submittal to the Board shall show proof of delivery of the copies to the Township and the County. Within thirty (30) days of the filing of the same, the Board shall meet and consider the disputed matter, giving at least five (5) days' notice to the parties involved in the dispute of the time and place where such matter will be heard. A copy of the notice of hearing on the matter shall also be sent to the Township and to the County. The Board shall render its decision in a timely manner and provide written notice of the same to the

person or persons filing the request for hearing on the dispute with copies to the Township and the County.

Any person feeling aggrieved by the decision of the Board may appeal the same to the Township Board for hearing within thirty (30) days of the date of receipt of notice of the decision. The Notice of Appeal shall also be served upon the County. The Township shall set a hearing on the matter to be held within thirty (30) days of receipt of the appeal and give the appellant at least five (5) days' written notice of the date, time and location of the hearing thereon, with a copy thereof to the County. The Township shall render a prompt decision and shall provide written notice thereof to the appellant and any other parties to the action as well as to the County. Any party feeling aggrieved by the decision of the Township may appeal the matter to the County by filing written notice of appeal within thirty (30) days of receipt of the decision with copies of the same to the Township and any other party. The County shall conduct a hearing on such appeal within thirty (30) days of receipt of the appeal and upon five (5) days' written notice to the appellant and any other parties to said appeal with a copy of such notice to the Township. In any appeal, the appellant shall be limited to presenting the written evidence submitted in prior matters and any testimony pertaining thereto in a de novo fashion.

In the event that the appellant or the Township does not agree with the County's decision or in the event of a dispute between the County and the Township as to any provision of this agreement, then the party deeming itself aggrieved may file an action with the Seventh Judicial Circuit Court in and for Fall River County for a declaratory judgment determining the rights and duties of the parties and users under the terms of this amendment and the Joint Powers Agreement and any rules, regulations or agreements or disputes involving the water system under the terms of the Joint Powers Agreement as amended by this First Amendment thereto and any subsequent amendments then in effect.

EFFECTIVE DATE:

The parties agree that this agreement shall become effective and binding upon the parties hereto upon the 1st day of December, 2009 and the Board shall be appointed in accordance herewith and commence management of the water system effective as of January, 2010.

TRANSFER OF BOOKS, RECORDS AND ACCOUNTS:

The Township shall close its books as of year end and transfer all accounts and current operating records, including agreements with water users, to the Provo Area Water System Board of Directors as of the first business day in January, 2010. Accounts receivable and accounts payable shall likewise be transferred as of such date and the Board shall pay the accounts payable as and when due from the transferred funds and/or receipts. Notice of change of address for billing purposes shall be sent to all users by the Township with its final water billings for the month of December, 2009.

REPORTS:

The Board shall provide the Township and the County with a copy of the monthly reports of the water system operation as provided monthly to the Board of Directors along with copies of notices and minutes of all meetings of the Board of Directors from and after the effective date hereof. In addition, the Board shall provide the Township and the County with an annual accounting of all transactions of the Provo Area Water System including an income and expense statement balance sheet, verified by the treasurer within thirty (30) days of its calendar year end.

AUDIT:

The books of the Board may be audited at any time by either the Township or the County or its representative auditor.

TERM:

This agreement shall continue in effect until modified by written agreement of the parties or terminated. Either party may terminate this agreement by written notice to the other sent not less than one (1) year prior to the year end upon which the termination is to be effective. Such notice shall be given in writing in the manner required herein.

NOTICES:

Wherein notice is required in this agreement, such notices shall be given in writing, sent by certified mail, personal delivery or delivery by a private carrier, requiring receipt for the same to the Township at:

Provo Township
c/o Don Jacobs, Treasurer
10903 Harney Road
Edgemont, SD 57735

to the County at:

Fall River County
Sue Ganje, Auditor
906 N. River Street
Hot Springs, SD 57747

to any other person involved in a hearing matter, to their last known address.

RATIFICATION:

The parties acknowledge and agree that the Joint Powers Agreement executed the 5th day of March, 1996, by and between the parties, as herein amended, is ratified, confirmed and approved. In the event of any conflict between this amendment and the original agreement, the terms of this amendment shall govern.

This agreement is binding upon the parties and their various officers, commissioners, and trustees.

EXECUTED by the Township this 1 day of May, 2009, and effective as set forth hereinabove beginning December 1, 2009.

PROVO TOWNSHIP

By: [Signature]
Its: Chairman

EXECUTED by the County this 19 day of May, 2009, and effective as set forth hereinabove beginning December 1, 2009.

FALL RIVER COUNTY

By: [Signature]
Its: Chairman

1346 GALVESTON AVE.
HOT SPRINGS, SD 57747

Fall River County

906 N River St

Hot Springs, SD 57747

Phone: 605.890.0372

NELSON'S

Oil & Gas, Inc.

Phone: (605) 745-4189

Fax: (605) 745-4188

Email: info@nelsonsoilandgas.com

March 6, 2015

REF: Computer room in basement

ATTN: Lyle

Nelson's Oil & Gas is pleased to submit the following bid options to you for your consideration.

Option #1: This is a bid to install a single zone A/C only, Mitsubishi, 9000 BTUH Mini Split. We will install unit in the computer closet with condensate to existing sewer in that room & refrigeration lines through the existing holes to outside of the boiler room door.

\$2316.00 plus applicable taxes & electrical

Option #2: This is a bid to install a 2 zone heat pump, same as above with 2nd 9000 BTU indoor unit in the break room.

\$4400.00 plus applicable taxes & electrical

The above bid options may be withdrawn by Nelson's Oil & Gas if not accepted within 30 days. Payment terms: Payment will be due at completion of the project, unless other payment arrangements are made. If paid with a debit/credit card there will be an additional processing fee charged.

Thank you for giving Nelson's Oil & Gas the opportunity to be of service to you on your heating and/or cooling needs.

Thank You,



Nelson's Oil & Gas

Brian Nelson, Heating & Cooling

A PETITION: TO THE FALL RIVER COUNTY COMMISSION FROM JOYCE STRAIN-OWNER, IN REGARD TO RIGHT OF WAY TO AND FROM AN ISOLATED TRACT OF RURAL LAND LOCATED IN NORTHEASTERN FALL RIVER COUNTY, MORE PARTICULARLY DESCRIBED AS:TRACT "A" IN THE N1/2 NE1/4SE1/4, SECTION 14, T7S, R8E, BHM. (SEE ATTACHED EXHIBIT A PLAT OF THE PROPERTY)

WHEREAS SOUTH DAKOTA STATUTE CHAPTER 31-22 PROVIDES FOR CONDEMNATION OF EASEMENTS FOR RIGHT OF WAY TO AND FROM ISOLATED TRACTS. JOYCE STRAIN HAVING BEEN UNABLE TO AGREE WITH THE SURVIENT LANDOWNERS ABOUT THE PURCHASE OF A RIGHT OF WAY AFTER GOOD FAITH EFFORTS, WHICH ARE A CONDITION OF 31-22-2 NOW APPLIES FOR RELIEF FROM THE BOARD OF COUNTY COMMISSIONERS.

JOYCE STRAIN NOW, IN ORDER TO ACQUAINT THE BOARD WITH HER EFFORT TO ACQUIRE RIGHT OF WAY TO HER PROPERTY, RECITES THE HISTORY OF THAT EFFORT.


ALL OF THE PROPERTY HEREAFTER REFERENCED WILL BE IN SECTION 14 OF THE TOWNSHIP AND RANGE LISTED IN PARAGRAPH ONE.

- **ON JANUARY 12, 2015 JIM STRAIN, REPRESENTING JOYCE STRAIN MET WITH PAUL WITTENBERG, AN OWNER OF A TRACT IN THE SW1/4 WHICH FRONT ON THE COUNTY ROAD AND WOULD HAVE TO BE CROSSED IF ONE WERE TO ACCESS THE STRAIN PROPERTY FROM THE SOUTHWEST.**
- **WITTENBERG WAS UNINTERESTED IN SELLING OR GRANTING RIGHT OF WAY. PRICE WAS NOT DISCUSSED.**
- **IF WITTENBERG HAD BEEN WILLING TO PRICE AND A TRANSACTION RESULTED THE NEXT STEP IN ORDER TO COMPLETE THE ROUTE TO THE STRAIN LAND WOULD HAVE BEEN TO ACQUIRE THE SAME FROM WHICHEVER THE LAND OWNER BETWEEN WITTENBERG AND STRAIN IN ORDER TO COMPLETE THE RIGHT OF WAY, COUNTY ROAD TO SUBJECT PROPERTY (MAP SHOWING VARIOUS OWNERSHIPS ATTACHED EXHIBIT B).**
- **WHICHEVER WAS NOT CONTACTED BECAUSE WHITTENBERGS DISINTEREST PREEMPTED ANY NEED FOR CONTACT.**
- **FROM THE USGS MAP (EARLY 1950'S EXISBIT C) IT APPEARS THAT TRAVEL OVER THIS ROUTE HAD TAKEN PLACE TO THE POINT THAT THE MAP MAKER RECOGNIZED THE TRAIL.**

- **ON March 10, 2015 WITTENBERG WAS AGAIN CONTACTED BY PHONE TO SEE IF THERE HAD BEEN ANY CHANG ON HIS PART. THERE WAS NO CHANGE.**
- **THE NEXT PRACTICAL ROUTE POSSIBILITY WAS TO TRAVEL THE COUNTY ROAD TO THE NE1/4 OF THE SECTION AND THEN FOLLOW THE EXISTING TWO TRACK TRAIL ALONG THE OUTSIDE OF THE TILLED LAND TO THE SUBJECT PROPERTY A DISTANCE OF APPROXIMATELY ONE HALF MILE.**
- **THE SUBSEVIENT LAND IS OWNED BY KENNETH LUTTER, WHO RESIDES AT 1400 LA CABARA DR. SE---ALBUQUERQUE, NM 87123 AND RENTS THE PROPERTY OUT.**
- **COMMUNICATION WITH MR. RUTTER HAS BEEN CHALLENGING. A CHRONOLOGY OF THAT COMMUNICATION RELATIVE TO THE RIGHT OF WAY FOLLOWS:**
- **JANUARY 22 SENT MR. RUTTER AN EMAIL IN WHICH THE RIGHT OF WAY WAS TALKED ABOUT (A PORTION OF THAT EMAIL ATTACHED, (EXHIBIT D).**
- **NO ANSWER.**
- **JANUARY 28: REGISTERED LETTER QUOTING FROM THE JAN 22 EMAIL (EXHIBIT E)**
- **ACCEPTED FEBRUARY 9.**
- **NO ANSWER**
- **CALLED FEBRUARY 24, NO RIGHT OF WAY.**

IT IS MY INTENT TO TRUTHFULLY RELAY THE EVENTS INVOLVED IN MY PURSUIT OF RIGHT-OF-WAY IN ORDER FOR THE BOARD TO HAVE THE INFORMATION THEY NEED TO TAKE A FAIR AND EQUITABLE POSITION.

RESPECTFULLY SUBMITTED,


JOYCE STRAIN

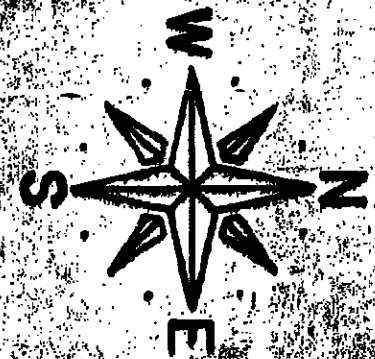
Exhibit

TRACT "A"

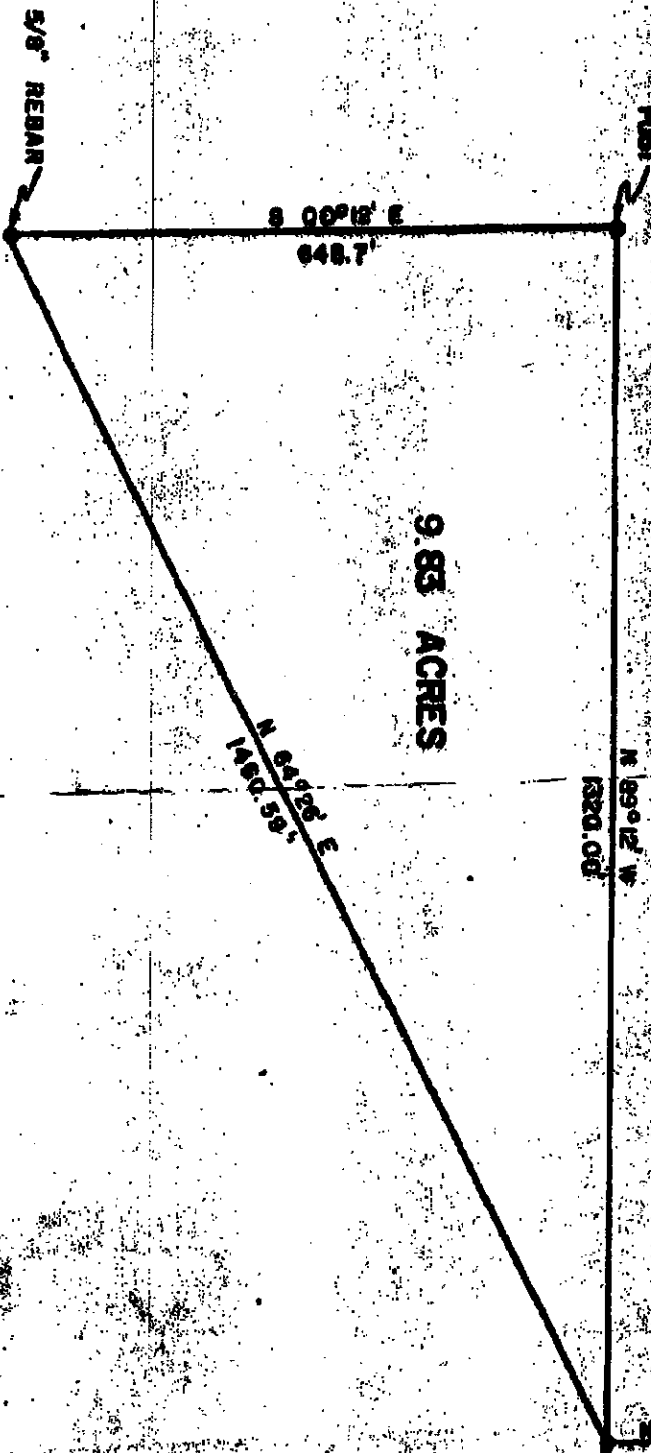
N1/2 NE1/4SE1/4, SECTION 14, T7S, R8E, BHM
FALL RIVER COUNTY, SOUTH DAKOTA

LEGEND

- SECTION CORNER
- ▲ 1/4 CORNER
- MET PROPERTY CORNER



SCALE 1"=200'



N 1/4 COR.
N 1/4 SE 1/4
W 103° 20' 41"

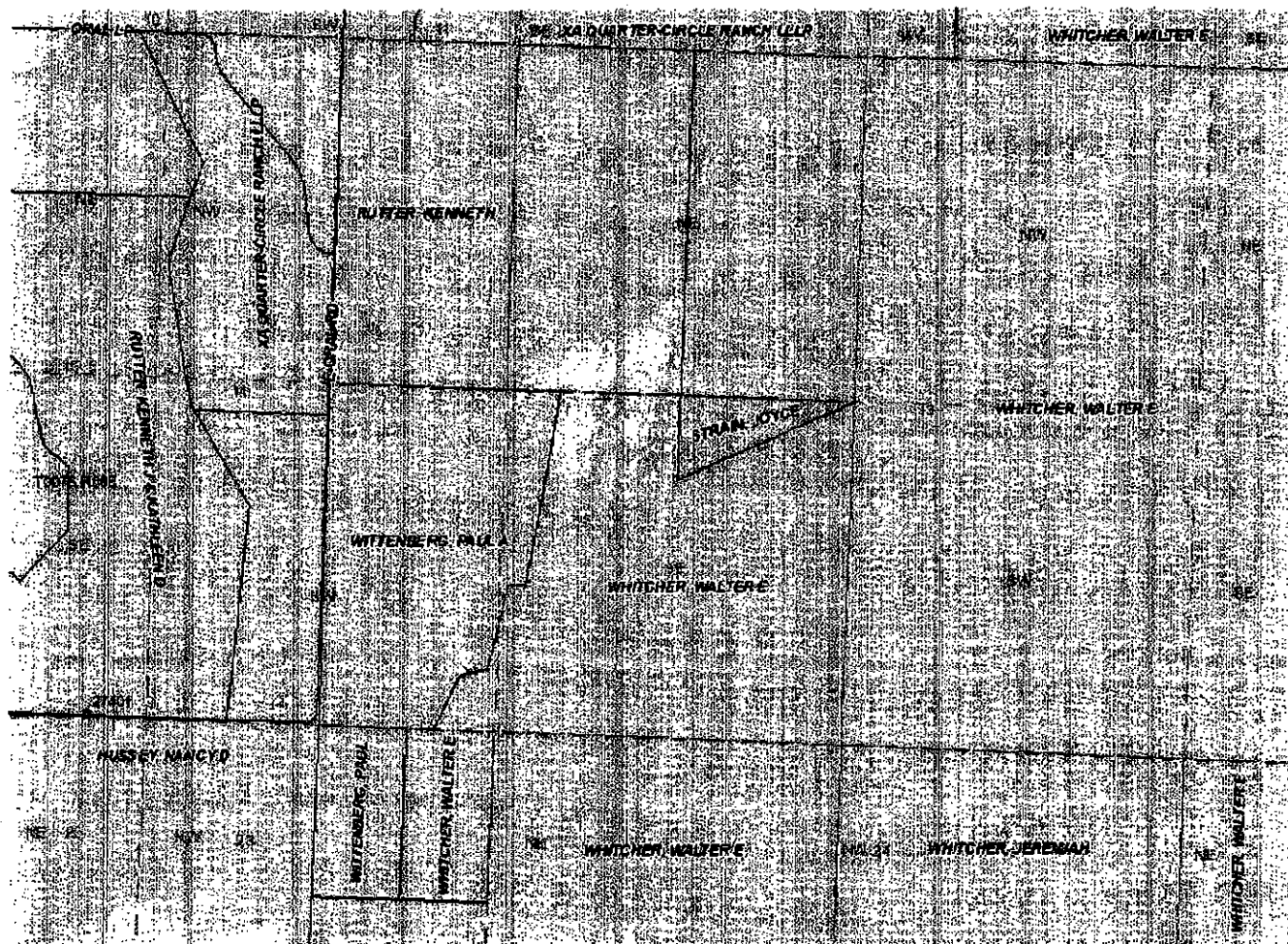
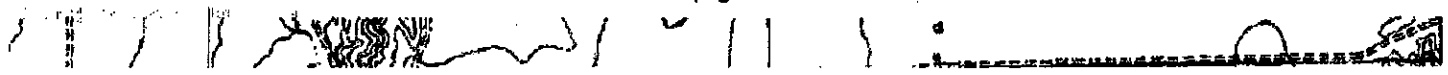


Exhibit "B"



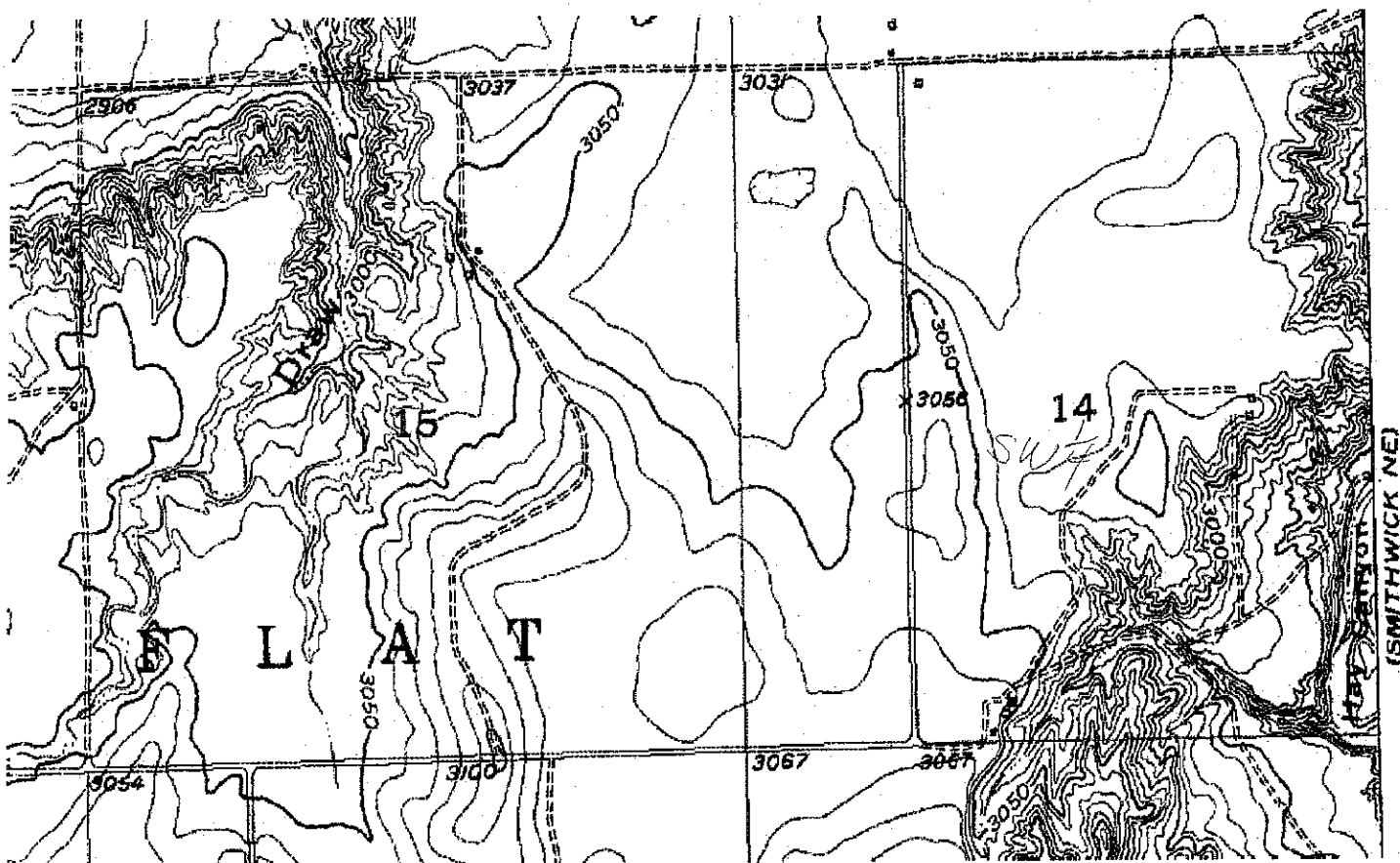


Exhibit "C"

Fwd: Emailing: export

Subject: Fwd: Emailing: export
From: Jim Strain <jstrain@enetis.net>
Date: 1/24/2015 3:08 PM
To: ">> K Rutter" <rutter_k@aps.edu>

"D"
D₁

Mr. Rutter:

Given the unfortunate situation with your wife's health issue I am reluctant to contact you. However, my wife, who had the same problem some 30 years ago tells me that the cure rate is much higher now than then.

I am in the process of trying to figure an access route to the small tract contiguous to your holdings that will not negatively affect any of the neighbors. There is what we locals call a "two track primitive road" in the NE1/4 of your Section 14 that tracks south from the county road that is located on the section line between your Section 14 and Section 11 on the north. The two track road skirts the head of the draws that break off the tilled flat land to the west. The track route does not encroach on the farmed land and it would in no way interfere with center pivot or farming operations.

If you look at the second attached map I believe you will see the route I propose.

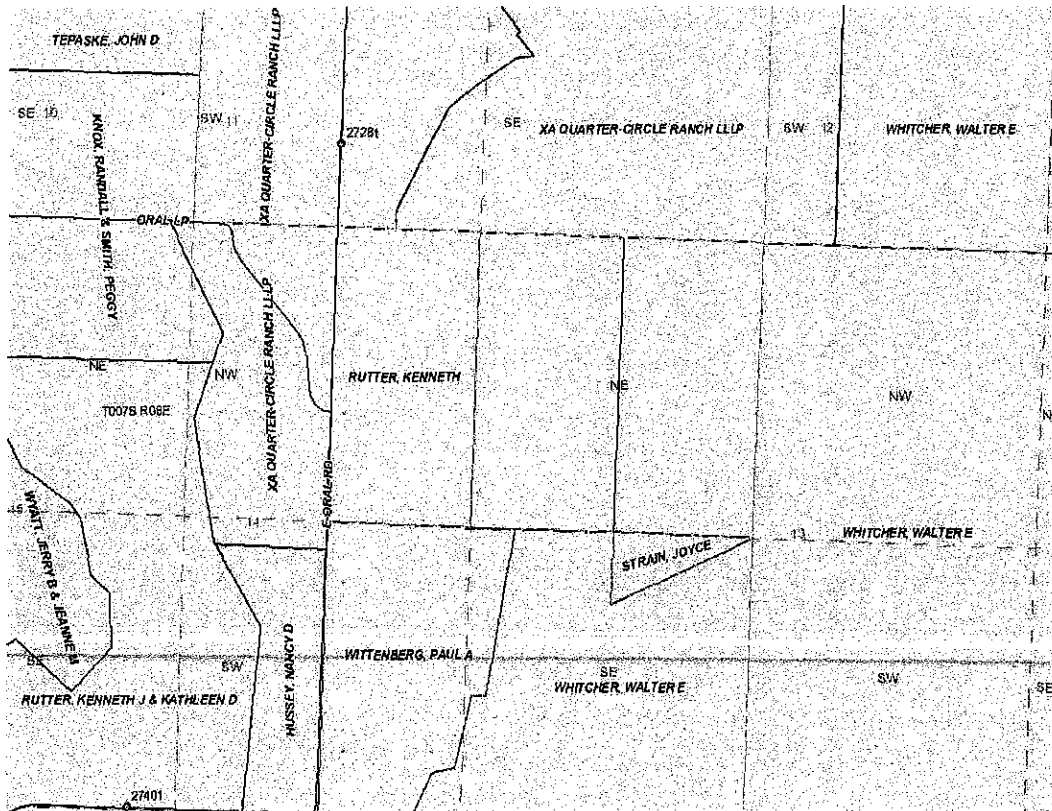
If you are willing to grant an access easement I will get a surveyor out to survey the route and have an attorney draw up the legal language.....Thank you and best of luck.....Jim

----- Forwarded Message -----

Subject: Emailing: export
Date: Mon, 22 Dec 2014 16:59:57 -0700
From: Jim Strain <jstrain@enetis.net>
To: K Rutter <rutter_k@aps.edu>

This will show the ownership in Joyce Strain and the NRCS map that will show Joyce's tract fenced in with yours, which I imagine is where the mistake was made. I am satisfied that the spring development is on tract A.

—export.jpg—



—Gamet-NRCS.jpg—

Isolated Tract laws, 31-22

31-22-1. Right to access from isolated tract to highway. Every owner of an isolated tract of land containing at least ten acres not touched by a passable public highway or smaller tract of land containing at least five acres used or intended to be used in good faith in whole or in part for residential purposes is entitled to an easement or right-of-way across adjacent lands to reach a public highway, which easement or right-of-way may be secured as provided in this chapter. An isolated tract is further defined as an area which is either inaccessible by motor vehicle because of natural barriers from all other land owned by the owner of the isolated tract or is such an area which is not touched by a passable public highway, which is in use or reasonably usable for motor vehicles. A tract of land adjoining a section line right-of-way for at least sixty-six feet is not an isolated tract if a passable road can be built within the adjoining section line to connect to a passable public highway.

Source: SL 1935, ch 179, § 1; SDC 1939, § 28.0801; SL 1955, ch 101; SL 1970, ch 161; SL 2004, ch 198, § 1.

31-22-2. Inability to agree with servient landowner--Application to board of county commissioners--Contents of application--Notice to servient landowner--Contents of notice--Service of notice. If the owner of such an isolated tract is unable to agree with the owner of surrounding lands for purchase of a right-of-way from such isolated tract of land to a public highway, he may apply to the board of county commissioners for relief, making his application in writing and describing the isolated tract and the surrounding land over which a right-of-way is desired. The county commissioners shall thereupon cause to be served upon the owner or owners of such surrounding land a notice in writing of a time when such board will visit such land and lay out one right-of-way across such surrounding land, and assess the damages therefor, which notice shall be served at least five days prior to the date set for such visit and appraisal.

Source: SL 1935, ch 179, § 2; SDC 1939, § 28.0802.

31-22-3. Visit to land--Width of right-of-way--Convenience of parties--Use of section line or governmental fractional subdivision. Upon the day set for such visit to such land for the purpose of laying out such right-of-way and appraising the damages to the owner of the surrounding land therefor, the county commissioners shall proceed to the place named, shall lay out a right-of-way not less than twenty-five nor more than sixty-five feet in width from such isolated tract of land across surrounding lands to a public highway, and in so doing shall consider the convenience of the parties. Wherever it is practicable to do so, such board shall lay such right-of-way along a section line or the line of a government fractional subdivision of a section.

Source: SL 1935, ch 179, § 3; SDC 1939, § 28.0803; SL 1977, ch 243.

31-22-4. Assessment of damages--Report to county auditor--Destruction of records. The county commissioners shall assess and determine the damage which the right-of-way is to the owner of the land across which it is laid, and they shall file with the county auditor a full report of all their proceedings in the premises, and the county auditor shall record the same in his record of highways. However, the county auditor may destroy any record which the records destruction board, acting pursuant to § 1-27-19, declares to have no further administrative, legal, fiscal, research, or historical value.

Source: SL 1935, ch 179, § 3; SDC 1939, § 28.0803; SL 1981, ch 45, § 21

31-22-5. Appeal by servient landowner--Trial de novo--Procedure for appeal--Costs. The owner of the land over which such right-of-way is laid may appeal from the decision and assessment of damages by such county commissioners to the circuit court for the county where such land or some part thereof is located, and upon such appeal the trial shall be de novo. Such appeal shall be taken within the time and in the manner as other appeals from the board of county commissioners, but the appellant shall not recover costs upon such appeals unless he is awarded judgment for a greater sum than the sum awarded by such board of county commissioners.

Source: SL 1935, ch 179, § 6; SDC 1939, § 28.0807.

31-22-6. Right to easement complete upon payment of damages or refusal thereof--Payment of costs of proceedings--Fees and mileage of county commissioners. Upon payment of the sum assessed to the owner of the land over which such right-of-way is laid or upon his refusal to accept the same upon the deposit of such sum with the clerk of courts of the county in which such lands are located, the right of the owner of such isolated tract to the free use of said right-of-way shall be complete; provided the owner of such isolated tract shall have paid all of the costs of the proceedings in laying out and assessing the damages of said right-of-way, and the commissioners shall each be entitled to a fee of three dollars per day and five cents for each mile necessarily traveled in going to and returning from the lands where such right-of-way is located.

Source: SL 1935, ch 179, § 4; SDC 1939, § 28.0804.

31-22-7. Responsibility for erecting fence--Easement separating farms--Easement through one farm--Gates--Law of partition fences applicable. If the right-of-way be laid along the line separating two farms, then the owner of the isolated tract for which such right-of-way was laid shall erect and maintain one-half of the fence along both sides of such right-of-way, but if it be laid through a farm and not along the border thereof, no fence will be deemed necessary unless requested by the owner of land through which such road passes, in which cases the owner of the isolated tract shall erect and maintain the fence along both sides of such right-of-way and shall locate at a point to be described by the owner of the land gates at least sixteen feet wide in each of such fences. But if no fence is requested the owner of such isolated land shall construct, maintain, and keep closed substantial and suitable gates in all fences which such roadway may cross. The laws of this state pertaining to the erection and maintenance of partition fences shall apply to the fencing of such right-of-way wherever not in conflict with this section.

Source: SL 1935, ch 179, § 5; SDC 1939, § 28.0805.

31-22-8. Maintenance of right-of-way by dominant landowner. Whenever such right-of-way has been laid out as provided by this chapter, the owner of such isolated tract of land shall keep and maintain such right-of-way at his or her own expense.

Source: SL 1935, ch 179, § 7; SDC 1939, § 28.0806.