

## **FALL RIVER COUNTY UNAPPROVED MINUTES OF NOVEMBER 19, 2019**

The Fall River Board of County Commissioners met in regular session on November 19, 2019. Present: Joe Allen, Joe Falkenburg, Heath Greenough, Paul Nabholz, Deb Russell and Sue Ganje, Auditor. Greenough's Oath of Office was placed on file with the County Auditor.

The Pledge of Allegiance was given, and the meeting called to order at 9:00 a.m.

The agenda was reviewed for conflicts; none were noted. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED. The full context of the meeting can be found on the county website under Commissioners at <http://fallriver.sdcountries.org>, or, <http://www.Youtube.com>, Fall River County Commission SD.

Motion made by Nabholz, seconded by Greenough, to approve the agenda, as written.

Motion made by Nabholz, seconded by Russell, to approve the minutes of November 5, 2019 with the amendment to reflect the correct contract # change to 32119, effective May 2019, for the Highway Department's new 259D3 Compact Track Loader.

There were no county assistance or death expense applications.

Motion made by Russell, seconded by Greenough, to surplus to junk an election laptop Auditor's Office, #01377; TOA Sound System, Extension Office, #00252 and 2 office chairs, Treasurer's Office, #01687 and #01657.

Kelli Rhoe, Treasurer, met with the board. Motion made by Allen, seconded by Greenough, to approve the Real Estate Tax Payment Agreement between the County and Virginia Birlew, Angel Apodaca and Micah Birlew, parcel #20000-00805-16300, in the amount of \$100.00 per month, with an approximate pay off date of December 2021. With Nabholz voting no, all others voting yes, by roll call vote, motion passes.

Motion made by Allen, seconded by Russell, to approve the Real Estate Tax Payment Agreement between the County and Michael Johnson, parcel #72110-00100-00600, in the amount of \$200.00 per month, with an approximate pay off date of December 2020. With Nabholz voting no, all others voting yes, by roll call vote, motion passes.

A discussion was held on county tax deeds and how to sell them, or to transfer lots within cities or towns to that entity. More discussion will follow, with a possible vote at the next commissioner's meeting. The mayors of the cities and town in the county will be invited.

Lyle Jensen, Building Supervisor, met with the board. Motion made by Russell, seconded by Allen, to approve the quote from Golden West for a replacement camera on the first floor, in the amount of \$749.16.

The supplement and contingency hearing was held as advertised. Motion made by Greenough, seconded by Nabholz, to approve the following resolution:

**FALL RIVER COUNTY RESOLUTION #2019-39**  
**Contingency Transfers 2019, #4**

WHEREAS, SDCL 7-21-32.2 provides that the Board of County Commissioners may adopt a transfer appropriation from the contingency budget to other appropriations, which are insufficient, a contingency transfer shall be approved and adopted to the following Departments: Court Appointed Attorney Fees 10100X4260153, \$11,000.00; Abuse & Neglect 10100X4260154, \$4,300.00; IT/GW Technology 10100X4342171, \$5,060.00; Juvenile Care 10100X4272215, \$6,760.00; Mental Illness Board 10100X4221445, \$5,440.00; 24/7 Sobriety Expense, 24800X4260211, \$147.57;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners to adopt the Contingency Transfer #4 for 2019.

Dated at Fall River County, South Dakota this 19<sup>th</sup> day of November 2019.

ATTEST:

/s/Sue Ganje

Fall River County Auditor's Office

/s/Joe Falkenburg

Fall River County Board of Commissioners

The second reading of an ordinance prohibiting the use of unmuffled dynamic brake devices was held. Motion made by Allen, seconded by Russell, to approve the second reading and the following resolution:

**Ordinance 2019-01**  
**Use of dynamic brake device prohibited**

A. Except as provided in this section, the use or operation of a dynamic braking device on unmuffled vehicles is hereby prohibited within Fall River County at the locations set out as follows:

**Zone 1** – Highway 385 milepost #38, 1 1/4 miles north of Hot Springs traveling south-east to intersection with Highway 79.

**Zone 2** – Highway 18 milepost #33, 1 1/2 miles west of Hot Springs traveling east to intersection with Highway 385.

**Zone 3** - Highway 79 milepost #28, 1 1/3 miles north of junction with Highway 385/18, traveling south to Cheyenne River at milepost #46.

B. A dynamic braking device is a device used on vehicles that converts the engine from an internal combustion engine to an air compressor for the purpose of braking without the use of wheel brakes. These devices are commonly referred to as “air brakes,” “engine brakes,” “compression brakes,” “Jacob’s Brakes,” or “Jake Brakes.”

C. This section shall not apply to State/County/City emergency vehicles, whether or not responding to an emergency.

D. As an affirmative defense to a charge of a violating of this section, the driver of the vehicle must prove by a preponderance of the evidence that:

1. The driver of the vehicle was operating the vehicle in compliance with all applicable laws at the time the unmuffled dynamic braking device was used; and
2. The speed of vehicle was reasonable given all of the relevant circumstances; and
3. The driver believed that the use of the unmuffled dynamic braking device was necessary to either:
  - a. Avoid an imminent threat to the safety of the driver or any other person; or
  - b. Avoid an imminent threat to property.
4. The driver's belief as to the necessity for using the unmuffled dynamic braking device was objectively reasonable.

E. A violation of this ordinance shall be subject to a fine of \$\_\_\_\_\_ per violation.

First Reading: November 5, 2019

Second Reading: November 19, 2019

ATTEST:

/s/Sue Ganje

Fall River County Auditor's Office

/s/Joe Falkenburg

Fall River County Board of Commissioners

With Nabholz and Greenough voting no, all others voting yes, by roll call vote, motion carries.

Discussion was held on apportionment of the PILT class action monies. Motion made by Nabholz, seconded by Russell, to table the PILT discussion until later in the meeting.

Randy Seiler, Highway Superintendent, met with the board. Motion made by Russell, seconded by Allen, to approve the October 2019 fuel used or work performed to reimburse the highway department as follows: Work performed for the Replacement of 911 signing (10-17-19 thru 10-23-19) for \$1,576.55; Sheriff's Department for \$2,638.07; Weed and Pest Office for \$255.36; Building for \$77.02; Emergency Management for \$82.42; Director of Equalization for \$217.98; and GIS for \$89.17.

Propane quotes were presented as follows:

11/8/2019	Propane Quotes	500 Gal (Edgemont)
	Hi-D-Way	\$1.10/gallon
	Nelson's	\$1.30/gallon
	Dakota Propane	No Bid

Motion made by Nabholz, seconded by Greenough, to accept the low bid from Hi-D-Way at \$1.10 per gallon, for 500 gallons, for a total of \$550.00.

Fuel quotes were presented as follows:

11/13/2019	E-10 Gasoline Quotes	8000 Gal Gasoline (Hot Springs)
	Nelson's Oil & Gas, Inc	\$2.26/gal
	PJ's Fuel	No Bid
	MG Oil	\$2.231/gal

Motion made by Russell, seconded by Greenough, to accept the low bid from MG Oil at \$2.231 per gallon, for 8,000 gallons of gasoline, for a total of \$17,848.00.

Motion made by Nabholz, seconded by Russell, to approve the Work order, Proposal #18-S787 Amendment #1, Dewey Rd Bridge, Preservation of #SN24-029-014, in the amount of \$22,677.00.

Motion made by Russell, seconded by Greenough, to approve the Work order for Argentine Bridge, #SN24-020-020, in the amount of \$78,690.00. With Nabholz voting no, all others voting yes, motion carries.

Seiler updated the board on activities and noted that the 5-year plan had been approved.

Jerry Kaiser, Butler Machinery, and Wade Isler and Sid Houdek, RDO, met with the board. Quotes were presented for a new road grader. Motion made by Nabholz, seconded by Greenough, to table the quotes until the December 3, 2019 meeting to get Randy's opinion on quotes and discuss buy backs.

Motion made by Russell, seconded by Nabholz, to pay the bills as follows:

**GENERAL FUND**

ANOKA COUNTY SHERIFF	TAX DEED SERVED	\$70.00
AUDRA HILL CONSULTING,INC	MI QMHP EVALUATION	\$725.77
A-Z SHREDDING INC	SHREDDING	\$26.00
BARNYARD VETERINARY SER	ANIMAL CARE	\$227.90
BEESLEY LAW OFFICE	MENTAL ILLNESS	\$1,083.50
BLACK HILLS CHEMICAL	SUPPLY	\$369.12
BH FIRESIDE COUSELING LLC	MENTAL ILLNESS	\$600.00
BUILDER'S FIRST SOURCE	SUPPLY	\$1,062.78
CAMERON, GEORGE	COURT REPORTER	\$243.20
CARDMEMBER SERVICE	CARDMEMBER SERVICE	\$2,818.83
CASS COUNTY SHERIFF DEPT	TAX DEED SERVED	\$57.00
CENTURY BUSINESS LEASING	COPIER LEASE/METER/USAGE	\$491.41
CHEYENNE SANITATION	SANITATION COLLECTION	\$371.73
CHRIS SUPPLY	SUPPLY	\$601.47

CULLIGAN SOFT WATER	RENTAL/SUPPLY	\$217.42
EN-TECH LLC	FUMIGATION	\$410.00
FARRELL,FARRELL &GINSBACH	CAAF	\$4,857.30
FALL RIVER COUNTY HERALD	PUBLISHING	\$30.87
GOFF, GARLAND LEE	MENTAL ILLNESS/A & N	\$4,356.70
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$1,348.80
HEARTLAND PAPER COMPANY	SUPPLY	\$270.36
HILLS EDGE AUTO SALES	CAR MAINTENANCE	\$124.19
HILLYARD/SIOUX FALLS	SUPPLY	\$319.78
HOT SPRINGS ACE HARDWARE	SUPPLY	\$61.97
HOT SPRINGS AMBULANCE	INMATE AMBULANCE SERVICE	\$555.25
HOT SPRINGS AUTOMOTIVE	SUPPLIES	\$308.98
CITY OF HOT SPRINGS	CITY WATER BILL	\$738.69
HUNT, KAREN PAIGE	MENTAL ILLNESS	\$228.00
LYNNS DAKOTAMART	INMATE OTC MEDICINE	\$29.19
LYNN'S DAK. MART PHARMACY	INMATE PHARMACY	\$276.13
MARCO	COPIER LEASE	\$165.00
MARTY'S AUTO BODY	SERVICE	\$120.00
MASTEL, BRUCE	DATABASE SETUP & MONITORING	\$35.00
MCGLUMPHY, ERIN	TRAVEL REIMBURSEMENT	\$445.93
MEADE COUNTY AUDITOR	PRISONER BOARD	\$80.00
MICROFILM IMAGING SYSTEMS	SCANNING EQUIP LEASE	\$202.50
NEOFUNDS	POSTAGE	\$1,797.53
O'NEILL, JUSTIN	CAAF	\$1,737.47
PENNINGTON COUNTY JAIL	INMATE HOUSING PENNINGTON	\$6,320.00
QUILL CORPORATION	SUPPLIES	\$88.11
SD DEPARTMENT OF HEALTH	BLOOD DRAWS	\$405.00
SD DEPT OF REVENUE	AUTO/MI STATE REMITT	\$60.00
SDSU:DEPT OF ANIMAL SCI.	SUPPLY	\$37.50
SERVALL	RUGS AND MATS SERVICE	\$377.31
SOFTWARE SERVICES INC	SOFTWARE SERVICES	\$2,080.00
NORTON, MIKAYLA	BLOOD DRAWS	\$150.00
TWILIGHT INC	FIRST AID SUPPLY	\$106.64
211 HELPLINE	ALLOTTED BUDGET 2019	\$1,500.00
YELLOW ROBE, LUKE	EXPERT WITNESS	\$1,500.00
DAVIS, WILLIAM S	JURY FEE & MILEAGE	\$20.08
	TOTAL FOR GENERAL FUND	\$40,110.41
<b>COUNTY ROAD &amp; BRIDGE</b>		
B H ELECTRIC COOP INC.	UTILITY HWY ELECTRIC	\$40.53
BUTLER MACHINERY CO.	EQUIPMENT	\$59,831.00
CARDMEMBER SERVICE	CARDMEMBER SERVICE	\$1,480.96
CHEYENNE SANITATION	SANITATION COLLECTION	\$74.00
CITY OF EDGEMONT	CITY OF EDGEMONT WATER	\$80.60
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$259.39

SIMON MATERIALS	CONCRETE	\$17,062.50
CITY OF HOT SPRINGS	CITY WATER BILL	\$307.17
PJ'S HI-D-WAY	UTILITY	\$468.82
RAPID DELIVERY	DELIVERY CHARGES	\$65.05
TRUE NORTH STEELE	HEADWALL	\$30,700.00
GRIMES, WES	REFUND	\$170.00
	TOTAL FOR COUNTY ROAD AND BRIDGE	\$110,540.02
<b>911 SURCHARGE REIMBURSEMENT</b>		
CARDMEMBER SERVICE	CARDMEMBER SERVICE	\$76.32
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$787.17
CENTURY LINK	911 DISPATCH LINES	\$599.22
SIMUNEK, TRINA	UNIFORM ALLOWANCE	\$146.97
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	\$1,609.68
<b>EMERGENCY MANAGEMENT</b>		
CARDMEMBER SERVICE	CARDMEMBER SERVICE	\$42.93
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$148.67
MARCO	COPIER LEASE	\$38.90
NEOFUNDS	POSTAGE	\$1.45
QUILL CORPORATION	SUPPLIES	\$23.98
	TOTAL FOR EMERGENCY MANAGEMENT	\$255.93
<b>24/7 SOBRIETY FUND</b>		
CARDMEMBER SERVICE	CARDMEMBER SERVICE	\$25.99
	TOTAL FOR 24/7 SOBRIETY FUND	\$25.99
	TOTAL PAID BETWEEN 11/6/19 AND 11/19/19	\$152,542.00

Break was taken at 10:25 a.m. and meeting resumed at 10:32 a.m.

Public comment was heard from Deputy Vince Logue and Sheriff Evans. Discussion was held on pay raises and the number of inmates currently in Fall River County.

Dustin Ross, Andersen Engineers, met with the board. Motion made by Allen, seconded by Nabholz, to approve the following resolution:

#### **FALL RIVER COUNTY RESOLUTION #2019-40**

**A plat of Lot 26 and a public access and utility easement of Shep's Canyon Estates  
Subdivision**

**Containing a portion of the NE1/4 of Section 27, T8S, R5E, BHM, Fall River County, South  
Dakota**

WHEREAS, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section

line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore,

BE IT RESOLVED that said plat is hereby approved in all respects.

Dated this 19<sup>th</sup> day of November, 2019.

ATTEST:

/s/Sue Ganje

Fall River County Auditor

/s/Joe Falkenburg

Fall River County Board of Commissioners

Motion made by Allen, seconded by Greenough, to approve the following resolution:

**FALL RIVER COUNTY RESOLUTION #2019-41**

**A plat of Hatch Tract 1 & Hatch Tract 2, Located in Govt. Lot 3 of Section 31, T8S, R3E,  
BHM, Fall River County, South Dakota**

**Formerly the E. 660' of Govt. Lot 3, Less Lot A**

WHEREAS, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore,

BE IT RESOLVED that said plat is hereby approved in all respects.

Dated this 19<sup>th</sup> day of November, 2019.

ATTEST:

/s/Sue Ganje

Fall River County Auditor

/s/Joe Falkenburg

Fall River County Board of Commissioners

Motion made by Allen, seconded by Russell, to approve by the following resolution, contingent on receiving the signature by Rich Zacher, from the SD Dept. of Transportation:

**FALL RIVER COUNTY RESOLUTION #2019-42**

**A plat of Murray Tract 1, Murray Tract 2, and Wells Tract of Hoffner Subdivision, Located  
in the E1/2SE1/4 of Section 17, T8S, R5E, BHM, Fall River County, South Dakota**

**Formerly Lots 5A, 5B, 5C, and 5D of Hoffner Subdivision**

WHEREAS, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore,

BE IT RESOLVED that said plat is hereby approved in all respects.

Dated this 19<sup>th</sup> day of November, 2019.

ATTEST:

/s/Sue Ganje

Fall River County Auditor

/s/Joe Falkenburg

Fall River County Board of Commissioners

Motion made by Nabholz, seconded by Russell, to take the PILT discussion off the table.

Motion made by Nabholz, seconded by Allen, to approve apportioning the extra PILT monies in the amount of \$18,627 as follows: 5% off of the total to the schools, with 25% of the apportioned amount to the township, fire and ambulance districts, and county funds as apportioned, as done earlier this year.

Discussion was held on the pros and cons of a full time states attorney. Motion made by Russell, seconded by Allen, to approve classifying the State's Attorney position as full time, effective 1-1-2020, for the 2020 election, and to have candidates run for that position. With Falkenburg and Nabholz voting no, all others voting yes, by roll call vote, motion carries.

Paul Nabholz, Commissioner, met with the board to update them that the Custer/Fall River Landfill had approved the same budget and the same cost for dumping permits.

Susie Hayes, Director of Equalization, met with the board. Discussion was held on Ag Land Task Force, the possibility of purchasing a vehicle next year and the possibility of overtime by staff in the next few months.

Brian Ahrendt, State's Attorney, met with the board. Motion made by Russell, seconded by Allen, to approve the 2020 contract between Oglala Lakota and Fall River County. With Nabholz voting no, all others voting yes, by roll call vote, motion carries.

Motion made by Russell, seconded by Greenough, to enter into executive session, as per SDCL 1-25-2 (1) and SDCL 1-25-2 (4) for personnel and legal purposes at 11:18 a.m. There are no action items when the board comes out of executive session except to adjourn. Allen stepped out of the meeting momentarily.

The board came out of executive session at 11:55 a.m.



Motion made by Russell, seconded by Nabholz, to adjourn at 11:53 a.m.

/s/ Joe Falkenburg

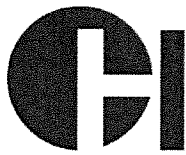
Joe Falkenburg, Chairman

Board of Fall River County Commissioners

ATTEST:

/s/ Sue Ganje

Sue Ganje, Fall River County Auditor



# SOUTH DAKOTA DEPARTMENT OF HEALTH

## OFFICE OF VITAL RECORDS

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CENTRAL LOCATION 207 E MISSOURI AVE, STE 1A PIERRE SD 57501

<b>Applicant:</b>	*	<b>Total Application Fee:</b>	\$0.00
<b>Application Date:</b>	11/18/2019	<b>Total Remitted:</b>	\$0.00
<b>Application ID:</b>	1313987	<b>Total Refunded:</b>	\$0.00
<b>Application Status:</b>	COMPLETED 11/18/2019	<b>Total Returned:</b>	\$0.00
		<b>Total Waived:</b>	\$0.00

### Services Requested:

Event	Service Type	Name (First Last)	Copies	Fee	Waived
DISINTERME	PERMIT	MARY HEER	1	\$0.00	\$0.00

**Please take a moment to fill out a quick  
survey to help us improve our service:  
[vitalrecords.sd.gov/survey](https://vitalrecords.sd.gov/survey)**

**SHIP TO:** FALL RIVER COUNTY COMMISSIONERS

\*

906 N RIVER STREET  
HOT SPRINGS SD 57747

11/18/2019

FALL RIVER COUNTY COMMISSIONERS  
906 N RIVER STREET  
HOT SPRINGS SD 57747

Re: NOTICE OF DISINTERMENT PERMIT AFFECTING FALL RIVER COUNTY

DEAR FALL RIVER COUNTY COMMISSIONERS

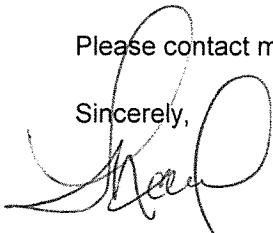
I am writing to notify you that the Department of Health issued a Disinterment Permit regarding a dead body or fetus in your county. South Dakota law, SDCL 34-25-38.1 and ARSD 44:09:03:04, requires that the affected cemetery board of directors or board of county commissioners be notified in writing upon the Department of Health issuing a Disinterment Permit.

The Disinterment Permit takes effect 15 days after issuance, by receiving a state file number, unless the circuit court orders otherwise. We would appreciate you providing prompt notice of this Disinterment Permit to the affected cemetery board of directors and/or any affected family members of the deceased, as you determine appropriate.

Name of the Deceased person to be Disinterred:	MARY HEER
Name and Location of the Disinterment Cemetery:	EVERGREEN CEMETERY HOT SPRINGS SOUTH DAKOTA
Name and Location of the Reinterment Cemetery:	HORSEHEAD CEMETERY OELRICHS SOUTH DAKOTA
Name, Address and Phone Number of the Requesting Funeral Director:	CHAMBERLAIN WILLIAM PO BOX 812 HOT SPRINGS SOUTH DAKOTA 57747 605-745-5172
Name, Address, and Relation to Deceased of the Person Requesting the Disinterment:	PAULINE STABEN 27754 SHADY ROAD ORAL SOUTH DAKOTA 57766 SISTER
Name, Address, and Relation to Deceased of the Person Requesting the Disinterment:	FLORA STEARNS 2044 JENNINGS AVENUE HOT SPRINGS SOUTH DAKOTA 57747 SISTER

Please contact me if you have any additional questions. Thank you for your assistance.

Sincerely,



Mariah Pokorny  
State Registrar

## **Applicable Law**

**SDCL 34-25-38.1 Issuance of disinterment permit.** A disinterment permit shall be issued by the department upon receipt of a written or electronic application from a person licensed by the State Board of Funeral Service or upon receipt of an order of a court of competent jurisdiction directing the disinterment. If the disinterment is not directed pursuant to a court order, the department may not issue a disinterment permit without the written consent of the surviving spouse, or in the case of a spouse's absence, death, or incapacity, the next of kin within the same degree of kinship. In the case of a minor, if the disinterment is not directed pursuant to a court order, the department may not issue a disinterment permit for the minor without the written consent of the surviving parents. The Department of Health may promulgate rules pursuant to chapter 1-26 to establish the process for issuing a disinterment permit that is not directed pursuant to a court order. The disinterment permit becomes effective as provided in this section. Unless the disinterment permit was issued as the result of a court order, the department shall, upon issuance of the disinterment permit, notify the affected cemetery board of directors appointed pursuant to § 7-26-7 or 9-12-18 or the board of county commissioners of the county in which the disinterment is to occur on the issuance of the permit. The cemetery board of directors or the board of county commissioners may request the circuit court to prevent the disinterment. The disinterment permit shall take effect within fifteen days after its issuance unless the circuit court has ordered otherwise. The disinterment permit authorizes disinterment, transportation, and reinterment of a dead body or fetus. Authorities in charge of a cemetery may not transfer bodies buried in one part of the cemetery to another part without the authority of a disinterment permit.

**ARSD 44:09:03:04 Disinterment Permits.** Upon issuance of a disinterment permit by the Department of Health, the department shall notify in writing the affected cemetery board of directors or the board of county commissioners. The notice must be postmarked no later than two business days after the receipt of the application for a disinterment permit.

# 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 31<sup>st</sup> day of October 2019.

Total Amt of Deposit in First Interstate Bank: \$3,292,650.07

Total Amt of Deposit in First National Bank of Lead: \$1,000.00

Total Amount of Cash: \$3,357.08

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

Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days: \$192,212.57

## SAVINGS:

First Interstate Bank: \$540,133.59

First National Bank of Lead: \$1,033,275.89

## CERTIFICATES OF DEPOSIT:

First Interstate-Hot Springs: \$4,056,787.49

Black Hills Federal Credit Union: \$250,000.00

Bank of the West \$525,542.47

Schwab Treasury \$1,000,000.00

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

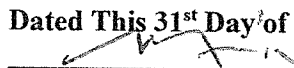
Election Petty Cash: \$15.00

## RETURNED CHECKS:

Bayan, Fritchie \$957.52, Lic 08/24/2018

TOTAL \$10,897,351.68

Dated This 31<sup>st</sup> Day of October 2019.

  
Sue Ganje, County Auditor of Fall River County.

County Monies: \$8,370,748.06

Held for other Entities: \$2,335,304.37

Held in Trust: \$191,299.25

TOTAL: \$10,897,341.68

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.

Division of Family and Community Health  
Child and Family Services  
Chronic Disease Prevention and Health Promotion  
Disease Prevention Services  
State Epidemiologist

November 21, 2019

Fall River County Commission  
906 N River  
Hot Springs, SD 57747

Dear County Commission:

Thank you for your commitment to the delivery of public health services for constituents in your county. Enclosed are two copies of the contract which would begin January 1, 2020 and run through December 31, 2020. You will notice a 2.5% increase, which is consistent with FY 2020 State Salary Policy.

I am available to answer any questions you might have related to the contract, and can be reached by phone at 773-2569 or by email [scott.gregg@state.sd.us](mailto:scott.gregg@state.sd.us)

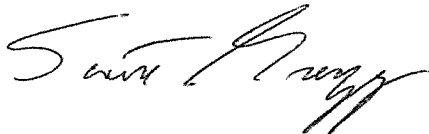
Following review and the addition of signatures, please attach certificates of insurance and return both signed copies of the contract to me at the following address:

Scott Gregg  
Office of Child & Family Services  
600 East Capitol Ave.  
Pierre, SD 57501

Once the Department of Health signatures have been affixed, a copy of the contract will be returned for your records.

Again, thank you for your ongoing commitment to public health.

Sincerely,



Scott Gregg  
Office of Child & Family Services, Program Operations

STATE OF SOUTH DAKOTA  
CONSULTANT CONTRACT  
FOR PROVISION OF COMMUNITY HEALTH SERVICES  
BETWEEN

Fall River County Commission  
906 N River  
Hot Springs, SD 57747  
(605) 745-5130  
Referred to as "County"

South Dakota Department of Health  
Family and Community Health  
Child and Family Services  
600 East Capitol Avenue  
Pierre, SD 57501-2536  
Referred to as "State"

The State and the County hereby enter into a contract for providing community health nursing services.

The parties' duties pursuant to this contract shall begin on January 1, 2020, and end December 31, 2020.

I. COUNTY

- A. County is not a full or part-time employee of the State or any agency of the state of South Dakota.
- B. County clerical may use the equipment and supplies owned by the State of South Dakota including computers, system furniture, and other equipment necessary to deliver services.
- C. County agrees to:
  - 1. Pay up to a total of \$6,410.56 for community health nursing services rendered. The County agrees to pay said amount in installments of \$1,602.64 on or before each of the following dates:
    - a) January 15, 2020;
    - b) April 15, 2020;
    - c) July 15, 2020;
    - d) and October 15, 2020.

Each installment is to be sent to the:  
State of South Dakota  
Office of Child & Family Services  
Attn: Leah McQuiston  
600 E. Capitol Avenue  
Pierre, SD 57501-9988

The State will bill the County approximately one month in advance of the installment due date.

2. Provide the following for the community health nurse or nurses:
    - a) Clerical support for the nursing service hours of this contract in addition to WIC Services.
    - b) Office space sufficient to carry out ordinary day-to-day duties.
    - c) Provide maintenance and upkeep to the Community Health Office.
    - d) Assure county clerical working with Child and Family Services provide documentation of two dose series of MMR for staff born after 1956, or serologic proof of immunity, one-time dose of Tetanus/Diphtheria/Pertussis (Tdap), and annual influenza vaccination. May require other vaccine recommendations in an outbreak when staff member has not been completely immunized or immunization status is unknown.
- D. **INSURANCE:** County agrees, at its sole cost and expense, to maintain the following insurance:
1. Commercial General Liability Insurance:  
Consultant shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this contract or be no less than two times the occurrence limit.
  2. Worker's Compensation Insurance:  
Consultant shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.
  3. Certificates of Insurance:  
Before beginning work under this Contract, Consultant shall furnish State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Consultant agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Consultant shall furnish copies of insurance policies if requested by State.
- E. County agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as a result of performing services hereunder. This section does not require the County to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers, agents or employees.
- F. County is a Business Associate of the Department of Health pursuant to requirements of the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act §§ 13400-13424, 42 U.S.C. §§ 17921-17954 (2009). State's Administrative Policies and Procedures Statement No. 25, as modified from time to time during the term of this agreement, is incorporated by reference and made a part of this agreement as if fully set forth herein.



## Privacy and Security Requirements

1. As a Business Associate, Consultant agrees:
  - a. to be subject to and follow all HIPAA provisions found in 45 CFR 160 and 45 CFR 164, including any potential penalties and/or other consequences relating to a failure to comply with such requirements.
  - b. to use or disclose any Protected Health Information (PHI) solely:
    - i. to meet its obligations in this and any other agreements with State;
    - ii. as required by applicable law, rule or regulation; and
    - iii. as permitted by HIPAA, and any amendments to HIPAA, and subject in particular to limits set forth in 45 CFR § 164.514 (e) (2) (limited data sets) and 45 CFR § 164.502(b) (minimum necessary disclosure requirements);
  - c. to return or destroy all PHI received from, created, or received on behalf of State, at termination of this agreement, or upon request of the DOH, whichever occurs first, or, if such return or destruction is not feasible, to extend the protections of this agreement to the information and limit further uses and disclosures of such PHI;
  - d. to ensure that its agents, including a subcontractor for which Consultant has received prior written consent from State pursuant to “Other Provisions” section G to whom it provides PHI received from or created by Consultant on behalf of State, agrees to the same restrictions and conditions applicable to Consultant, and agrees to implement reasonable and appropriate safeguards to protect all Electronic Protected Health Information (EPHI). Consultant also agrees to create and enforce business associate agreements (BAAs) with any and all subcontractors and to monitor such subcontractors for compliance with HIPAA provisions and to take reasonable steps to ensure that its employees’ actions or omissions do not cause a breach of the terms of this agreement;
  - e. to notify State of any discovery or a breach of unsecured PHI as defined in the HITECH Act or accompanying regulations pursuant to the terms of 45 CFR § 164.410 and cooperate in State’s breach analysis procedures, if requested. A breach shall be treated as discovered by Consultant as of the first day on which such breach is known, or, by exercising reasonable diligence, would have been known, and requires notification to State without unreasonable delay and in no event later than thirty (30) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and
  - f. to comply with all requirements pursuant to the HITECH Act and its implementing regulations, and all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii). Consultant will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act and without a valid authorization from the applicable individual. Consultant will not engage in any communication which might be deemed to be “marketing”

under the HITECH Act, and will comply with all applicable security requirements in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.

2. Notwithstanding the prohibitions set forth in this agreement, Consultant may use and disclose PHI if necessary for its proper management and administration or to carry out its legal responsibilities, provided the following requirements are met:

- a. the disclosure is required by law; or
- b. reasonable assurances are obtained from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed. Such person shall notify Consultant of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Availability of PHI

Consultant further agrees:

- a. to comply with any request for restrictions on certain disclosures of PHI pursuant to 45 CFR § 164.522, as agreed by State and with notice to Consultant;
- b. to make PHI available for purposes of accounting of disclosures, as required by 45 CFR § 164.528 and Section 13405(c)(3) of the HITECH Act; and
- c. to cooperate in providing any accounting required on a timely basis.

## II. STATE

- A. Employ nursing staff to provide Public Health services to the County. The State's community health nurse shall provide a minimum of 1248 hours of nursing service to the County. The primary focus of the community health nurse is preventive care and health education. Nursing services may not exceed the standard of care for which a licensed nurse is permitted to give. Examples of the services that may be provided to the County include:

1. Pregnancy care education
2. Infant safe sleep education
3. Family Planning program services
4. Post-partum services
5. Developmental screening
6. Immunizations
7. Health and safety education to individuals and groups
8. Communicable disease prevention and intervention
9. Tuberculosis testing – TB medication management
10. Local Emergency Preparedness
11. Client need coordination
12. Nutrition education
13. Collaboration with community partners

- B. Provide oversight to assure that nursing standards and Program criteria are met. On-site review of records, direct observation of clerical and nursing activities, review of statistical information and training will be provided to assure quality service.
- C. Provide fiscal and administrative management, including participating in the supervision and evaluation of county staff provided by this agreement, to ensure efficient utilization of the resources of both parties. All income from patient fees and donations will be deposited in the State's budgetary accounting system.
- D. Pay for telephone charges, computer network, computer support, office/ medical supplies and postage used by Child and Family Services.
- E. Provide county clerical with screening and appropriate immunizations as needed according to Child & Family Services/DOH policy.

### III. OTHER PROVISIONS

- A. CHOICE OF LAW AND FORUM. The terms and conditions of this contract are subject to and will be construed under the laws of the State of South Dakota. The parties further agree that any dispute arising from the terms and conditions of this contract, which cannot be resolved by mutual agreement, will be tried in the Sixth Judicial Circuit Court, Hughes County, South Dakota.
- B. INTEGRATION. This contract is a complete version of the entire agreement between the parties with respect to the subject matter within this contract and supersedes all prior or contemporaneous written or oral understandings, agreements and communications between them with respect to such subject matter. This contract may be modified or amended only by a writing signed by both parties.
- C. TERMINATION: This contract may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by State for cause at any time, with or without notice.
- D. NOTICE: Any notice or other communication required under this contract shall be in writing and sent to the address set forth above. Notices shall be given by and to the State Contact Person on behalf of State, and by and to the Consultant Contact Person on behalf of Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- E. ASSURANCES: The Consultant agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Byrd Anti Lobbying Amendment (31 USC 1352), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013, American Recovery and Reinvestment Act of 2009, and Section 106 (g) of the Trafficking Victims Protection Act of 2002, as amended (22 U.S.C. 7104) as applicable.
- F. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: Consultant agrees that neither Consultant, nor any of Consultant's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency. Consultant will provide immediate written notice to the Department of Health, Division of Administration (600 East Capitol Avenue, Pierre, SD 57501 (605) 773-3361), if Consultant, or any of Consultant's principals, becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions involving Federal funding. Consultant further agrees that if this contract involves federal funds or federally mandated compliance, then Consultant is in compliance with all applicable regulations pursuant to Executive Order 12549, including Debarment and Suspension and Participants' Responsibilities, 29 C.F.R. § 98.510 (1990).
- G. FUNDING TERMINATION: This contract depends upon the continued availability of appropriated funds and expenditure authority from Congress, the Legislature or the Executive Branch for this purpose. This contract will be terminated for cause by State if Congress, the Legislature or Executive Branch fails to appropriate funds, terminates funding or does not grant expenditure authority. Funding termination is not a default by State nor does it give rise to a claim against State.

- H. **NONASSIGNMENT/SUBCONTRACTING:** Consultant shall not assign this contract, or any portion thereof, without the prior written consent of State. Consultant's assignment or attempted assignment of this contract, or any portion thereof, without State's prior written consent constitutes a material breach of contract. The Consultant may not use subcontractors to perform the services described herein without the express prior written consent of State. Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. Consultant will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- I. **FEDERAL AND STATE LAWS:** Consultant agrees that it will comply with all federal and state laws, rules and regulations as they may apply to the provision of services pursuant to this contract, including the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendment thereto, Section 306 of the Clean Air Act, and Section 508 of the Clean Water Act. Both parties further agree to provide services covered by this contract without regard to race, color, national origin, sex, age or disability as prohibited by state or federal law.
- J. **OWNERSHIP:** All reports, recommendations, documents, drawings, plans, specifications, technical data and information, copyrights, patents, licenses, or other products produced as a result of the services rendered under this contract, excluding medical records kept in the normal course of Consultant's business, will become the sole property of State. State hereby grants Consultant the unrestricted right to retain copies of and use these materials and the information contained therein in the normal course of Consultant's business for any lawful purpose. Either the originals, or reproducible copies satisfactory to State, of all technical data, evaluations, reports and other work product of Consultant shall be delivered to State upon completion or termination of services under this contract.
- K. **REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE:** Consultant agrees to report promptly to State any event encountered in the course of performance of this contract which results in injury to the person or property of third parties, or which may otherwise subject Consultant or State to liability. Reporting to State under this section does not satisfy Consultant's obligation to report any event to law enforcement or other entities as required by law.
- L. **SEVERABILITY:** In the event that any term or provision of this contract shall violate any applicable law, such provision does not invalidate any other provision hereof.
- M. **AUDIT REQUIREMENTS:**  
(EXPENDING \$750,000 OR MORE)  
A nonprofit subrecipient, (as well as profit hospitals) (Consultant), expending \$750,000 or more in one year in Federal awards, must have an annual audit made in accordance with 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.  
  
All audits must be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, SD 57501-5070. On continuing engagements, the Auditor General's approval should be obtained annually. The auditor must follow the Auditor General's guidelines when conducting the audit. The draft audit report must be submitted to the Auditor General for approval prior to issuing the final report. The auditor must file the requested copies of the final audit report with the Auditor General. Audits shall be completed and filed with granting agencies by the end of the ninth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. If it appears that a required audit cannot be completed by the end of the ninth month following your fiscal year, you must request an extension from the federal agency for which the majority of federal expenditures relates.  
  
Failure to complete audit(s) as required will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completed satisfactorily.
- N. **FORCE MAJEURE:** Neither Consultant nor State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract, "force majeure" means acts of God, acts of the public enemy, acts of the State and any governmental entity in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather.
- O. **CONTRACT ORIGINAL AND COPIES:** An original of this contract will be retained by the State Auditor's Office. A photocopy will be on file with the South Dakota Department of Health and a second original will be sent to Consultant.
- P. **RECORD RETENTION/EXAMINATION:** Consultant agrees to maintain all records that are pertinent to this contract and retain them for a period of three years following final payment against the contract. State agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection, review or audit by State, other personnel duly authorized by State, and federal officials so authorized by law.
- Q. **LICENSING AND COMPLIANCE:** The Consultant agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The Consultant will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Consultant's failure to ensure the safety of all individuals served is assumed entirely by the Consultant.

- R. **CONFIDENTIALITY OF INFORMATION:** For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Consultant by the State. Consultant acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Consultant shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Consultant is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Consultant shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Consultant; (ii) was known to Consultant without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Consultant without the benefit or influence of the State's information; (v) becomes known to Consultant without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Consultant understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the contract except as required by applicable law or as necessary to carry out the terms of the contract or to enforce that party's rights under this contract. Consultant acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this contract for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Consultant will be required to undergo investigation.
- S. **CONFLICT OF INTEREST:** Provider agrees to establish safeguards to prohibit employees or other persons from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing. In the event of a conflict of interest, the Provider expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.
- T. **RECYCLING.** State strongly encourages Consultant to establish a recycling program to help preserve our natural resources and reduce the need for additional landfill space.

The parties signify their agreement by signing below.

_____ Colleen Winter, Director Division of Family and Community Health Department of Health	_____ Date	_____ Chairman, County Commissioner Fall River County Commission	_____ Date
--	---------------	--	---------------

\_\_\_\_\_  
Print or Type Name

_____ Kari J. Williams Administrator, Financial Management Department of Health	_____ Date
--	---------------

State Contact Person: Scott Gregg Phone: (605) 773-2569

County Contact Person: \_\_\_\_\_ Phone: (605) 745-5130

*EM111819*



South Dakota Department  
of Veterans Affairs  
Soldiers & Sailors Bldg.  
425 E. Capitol Avenue  
Pierre, SD 57501-3100  
Phone 605.773.3269  
Fax 605.773.5380

Sioux Falls Claims Office  
PO Box 5046  
2501 W. 22<sup>nd</sup> Street  
Sioux Falls, SD 57117-5046  
Phone 605.333.6869  
Fax 605.333.5306

<http://vetaffairs.sd.gov>



November 13, 2019

Dear Commissioners,

This letter is written to remind you that the current appointment of your Veterans Service Officer is about to expire.

It is not our intent to direct you in your decision, but rather to inform you that in accordance with South Dakota Codified Law (SDCL) 33A-1-22, re-appointment will need to be for a period of four years, through the first Monday in January, 2023.

Please take action on this matter at your earliest convenience and send a **certified copy of that portion of the official minutes** pertaining to your decision to Audry Ricketts, SDDVA, 425 E. Capitol Avenue, Pierre, SD 57501.

If you have any questions, please feel free to contact Audry at (605-773-8242).

Sincerely,

Aaron Pollard, Deputy Secretary  
South Dakota Department of Veterans Affairs

cc: VSO

## Fwd: [EXT] SDCL reappointment

Daniel Cullen <[veterans@frcounty.org](mailto:veterans@frcounty.org)>

Mon 11/25/2019 10:05 AM

To: Ganje, Sue <[Sue.Ganje@state.sd.us](mailto:Sue.Ganje@state.sd.us)>;

Hi Sue,

This is the statute

----- Forwarded message -----

From: Ricketts, Audry <[Audry.Ricketts@state.sd.us](mailto:Audry.Ricketts@state.sd.us)>

Date: Mon, Nov 25, 2019 at 9:54 AM

Subject: SDCL reappointment

To: Fall River - Fall River County ([veterans@frcounty.org](mailto:veterans@frcounty.org)) <[veterans@frcounty.org](mailto:veterans@frcounty.org)>

33A-1-22. County veterans' service officer--Approval by secretary of veterans affairs--Term of office. The board of county commissioners of each county in this state shall employ or join with another county or counties in employing a county veterans' service officer who, before such employment takes effect, is approved by the state secretary of veterans affairs. The county veteran's service officer's first appointment ends on the first Monday in January of the second year subsequent to the year of the appointment. The county veteran's service officer may be reappointed for terms of four years for each term. The appointment is subject to removal by the board or boards of county commissioners upon the recommendation of the state secretary of veterans' affairs or for cause.

**Source:** SL 1945, ch 183, § 1; SL 1949, ch 156; SL 1953, ch 218, § 2; SDC Supp 1960, § 41.0412; SL 1968, ch 161; SL 1976, ch 206, § 2; SL 2007, ch 187, § 157; SDCL § 33-16-24; SL 2011, ch 1 (Ex. Ord. 11-1), § 150, eff. Apr. 12, 2011.

**Audry Ricketts**

Public Information Officer

SD Department of Veterans Affairs

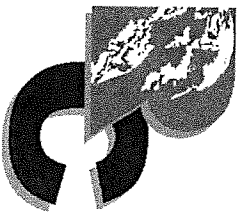
605-773-8242 – Office

425 E. Capitol – Soldiers and Sailors Building

Pierre, SD 57501

[vetaffairs.sd.gov](http://vetaffairs.sd.gov)





# Rushmore Communications Inc.

1715 Cambell Street  
Rapid City, South Dakota 57701

Phone: (605) 348-4940  
Fax: (605) 348-2026

Email: [ddupre@rushhelec.com](mailto:ddupre@rushhelec.com)

## QUOTE

Not an Invoice  
Do not pay from this quote

REF: \_\_\_\_\_

OTY DESCRIPTION

OTY	DESCRIPTION	EACH	TOTAL
1	950-0293 ( Aux I/O card for dispatch radio system )	\$2,030.00	\$2,030.00

Customer Name: Fall River County	Date: 11/15/19
----------------------------------	----------------

Lyle

Offered and Approved By: \_\_\_\_\_

Doobie Dupre

TOTAL

\$2,030.00

**MACHINE SPECIFICATIONS**

140M3 AWD MOTOR GRADER	MOUNT, SNOW WING, FRAME RDY HAL
SNOW ARRANGEMENT	LIGHTS, WORKING, PLUS, HALOGEN
TRANSMISSION, AUTOSHIFT	LIGHT, LED WARNING STROBE
LIGHTS, ARM, FOLD DOWN	CAMERA, REAR VISION
MOLDBOARD, 14' PLUS	MIRRORS, OUTSIDE HEATED 24V
COLD WEATHER PLUS PACKAGE AWD	FENDERS, FRONT
PRECLEANER, SY-KLONE	FENDERS, REAR
DRAIN, GRAVITY, ENGINE OIL	HEATER, ENGINE COOLANT, 120V
STARTER, ELEC, EXTREME DUTY	LIFT GROUP, FRONT MOUNTING
HEADLIGHTS, FRONT, HIGH, HALOGEN	LINES, RIPPER, ADDITIONAL
LIGHTS, ROADING, HALOGEN	COOLANT, 50/50, -35C (-31F)
CAB, PLUS (INTERIOR)	LINES, STANDARD W/O ACCUMULATOR
FAN, DEFROSTER, REAR WINDOW	JOYSTICK CONTROLS, BASIC
CONVERTER GP	BASE + 4 (WM, WT-FLOAT, FL, RIP)
SEAT, HEATED	GUARD, TRANSMISSION
RADIO GP - AM/FM	MILEAGE DURING THE WARRANTY PERIOD
PRODUCT LINK, CELLULAR PLE641 (not activated)	2' LH BLADE EXTENSION
TIRES, 17.5R25 MX XSNO+ * G2 MP	FALLS V-90-FS V PLOW
ARTICULATION GUARD	

**TRADE-INS**

Model	Make	Serial Number	Year	Trade Allowance
140M2 AWD	CATERPILLAR (AA)	R9G00205	2013	\$150,000.00

**WARRANTY**

Standard Warranty:	12 Months Standard Warranty including 12 Months Mileage.
Extended Warranty:	140-AWD-84 MO/7000 HR PREMIER

**F.O.B/TERMS: Fall River County, January 2020 delivery**


---

SELL PRICE	\$321,300.00
EXT WARRANTY	Included
LESS TRADE ALLOWANCE	(\$150,000.00)
BALANCE DUE	\$171,300.00

---

Customer will keep, remove and reinstall Ripper and Lift Group from Trade in

## LAW ENFORCEMENT AGREEMENT

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, in triplicate, by and amongst Fall River County, South Dakota, hereinafter referred to as "County," the Sheriff of Fall River County, South Dakota, hereinafter referred to as "Sheriff," and the City of Edgemont, hereinafter referred to as "City," reference to the following recitals:

- A. Fall River County is the administrative entity responsible for the budgeting and fiscal control of the Sheriff's Office authorized under the laws of the State of South Dakota;
- B. The Sheriff of Fall River County is the duly elected official under the laws of the State of South Dakota charged with the enforcement of laws within the County of Fall River, regardless of municipal boundaries;
- C. The City of Edgemont, a South Dakota municipal corporation, purchases law enforcement services from the Sheriff's Office of Fall River County, to be performed under the auspices of the Sheriff of the County, pursuant to the authority granted to municipal corporations in SDCL Chapters 9-29 and 1-24. The City makes this purchase because it does not maintain its own police department;
- D. Pursuant to State law, the Sheriff's Office is required to respond to felony offenses committed within the County and has customary discretion to respond to misdemeanor offenses within the City. The services purchased under this Agreement consist of enforcement of City Traffic Ordinances, presence at school and funeral events within the City, and the guarantee of the physical presence of a deputy sheriff within 3 miles of the City; and
- E. In the future, the City might choose to create and maintain its own police department, at which time the services purchased under this Agreement would no longer be needed.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

## ARTICLE I

### PURCHASED SERVICES

- 1.1 All activities of the Sheriff's Office shall be performed, as is customary, under the statutes of the State of South Dakota, and the authority of the County of Fall River.
- 1.2 The Sheriff's Office shall continue to provide the services that are required by the law of the State of South Dakota, to include South Dakota Codified Laws, Chapter 7-12.
- 1.3 The Sheriff's Office shall respond to and assist with enforcement of municipal ordinances of the City of Edgemont. The Sheriff's Office will have customary discretion in such enforcement except when the process set out in Article V of this Agreement is used.
- 1.4 The Sheriff's Office shall provide thirty (30) hours per week of additional foot or motor vehicle patrol within the municipal boundaries of the City of Edgemont on a random basis.
- 1.5 The services to be regularly performed within the boundaries of the City will be provided by a Deputy Sheriff, who will be primarily assigned to the Edgemont area and will reside within three miles of the City of Edgemont. If the Deputy Sheriff who is regularly assigned to Edgemont is unable to perform his or her duties, the Sheriff shall assign himself or another South Dakota certified Deputy Sheriff to perform all the services described in the Agreement.
- 1.6 The Sheriff's Office shall provide extra patrol and visibility during community and school events.
- 1.7 The Sheriff's Office shall provide escort for funerals to the Edgemont City Cemetery and for parades on Main Street (Hwy 471, aka 2<sup>nd</sup> Ave).
- 1.8 In addition, the Sheriff's Office shall provide the following services to the local school districts:
  - a. Sheriff or designee will provide visibility and patrol during high traffic times, such as before and after school. This could be just a drive through with no personal contact necessary.
  - b. Sheriff or designee will be present at large events, such as prom, graduation, tournaments, and sporting events, where an officer's presence would show unity between law enforcement and the school.

## ARTICLE II

### ADMINISTRATION

- 2.1 All employees engaged in general law enforcement duties under this Agreement shall be employees of Fall River County with all the privileges, rights, and responsibilities of a person so

employed. The City of Edgemont has no employer/employee relationship or contractual relationship with any of the employees of the Fall River County Sheriff's Office.

2.2 Fall River County shall be responsible for the provision of equipment, training, and supplies for provision of general law enforcement services by the employees of the Fall River County Sheriff's Office.

2.3 The City shall provide the office space, phone/fax line, and all furniture as is currently provided, until termination of the contract.

2.4 All employees of the Fall River County Sheriff's Office shall be covered by a policy of insurance for liability arising from the actions or inactions of the members of said Sheriff's Office. The City of Edgemont shall be named as an insured party on the policy of liability insurance. A copy of said insurance policy shall be delivered by the County to the Edgemont City Hall in Edgemont, South Dakota, within thirty days after each renewal.

2.5 Fall River County Sheriff's Office shall indemnify The City at its agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in case it shall be necessary to file an action, that: (a) arises out of performance by Fall River County of its obligations in this agreement; (b) is for bodily injury, illness, or death, or for property damage, including loss for use; and (c) is caused in whole or in part by Fall River County Sheriff's Office negligent act or omission, or that of its agents and employees or anyone employed by them or for whose acts Fall River County Sheriff's Office may be liable.

### ARTICLE III

#### REPORTING

3.1 The Sheriff shall provide to the City on or before the first and third Tuesday of each month, by noon, a written report detailing the law enforcement activity within the City and a patrol log for the previous 2-week period.

3.2 The Sheriff or his designee shall attend the Edgemont City Council meetings that are held on the first and third Tuesdays of each month and orally present the report that is referenced in paragraph 3.1.

3.3 The Sheriff or his designee shall attend at least one meeting of the Law Enforcement and Safety Committee of the Edgemont City Council each quarter to discuss the previous three months' activity reports. At said meeting the Committee would present the Sheriff or his designee with the calendar of special events for the next three months.

ARTICLE IV  
CONSIDERATION

4.1 The City shall pay the County the total sum of One Hundred Fifteen Thousand Dollars (\$115,000.00) per year in twelve monthly payments of Nine Thousand Five Hundred Eighty-Three dollars and Thirty-Three cents (\$9583.33), due on or before the tenth day of each month.

4.2 If the City does not make payment within thirty (30) days after the date that it is due, the County may terminate this Agreement.

ARTICLE V  
ENFORCEMENT OF AGREEMENT

5.1 The City acknowledges that the Sheriff's Office might not have notice of a violation of city ordinance or the date and times of the events and services listed under Article I of the Agreement. Therefore, both parties agree to the following process of communication as it relates to the purchased services in this Agreement:

a. The City shall provide the Sheriff's Office with written notice of a city ordinance violation or the date and time of an event described in Article I, and a specific request for enforcement. The written notice and request shall be sent through the United States Mail. The City shall describe the service requested to be performed under the Agreement. As an example, the City would notify the Sheriff's Office in writing of a nuisance maintained on a resident's property, a violation of Edgemont City Code 2012, and the City would, within this written notice request enforcement by a certain date. Another example would be the City giving written notice to the Sheriff's Office that a school dance will occur on a certain date/time with a request for a specific service by the Sheriff.

b. The Sheriff's Office will have four (4) calendar days, from the date received on the United States Mail Return Receipt, to respond to the City in writing as to whether the Sheriff intends to provide the requested service. The Sheriff's Office shall provide a written rationale if it declines to provide the service described in the request. The Sheriff shall send the City the written response, including the rationale if the request is declined, through the United States Mail with Return Receipt.

5.2 In the event that either party determines that this Agreement has or will be breached, then the offended party shall send written notice to the offending party stating the grounds, facts, and

circumstances that constitute the breach of Agreement. The parties shall send this through the United States Mail with Return Receipt.

5.3 The party receiving such notice of breach shall have sixty (60) days from the date the written notice was delivered, as indicated on the return receipt, to correct such breach.

5.4 In the event the breach is not corrected within sixty (60) days, the offended party may seek to enforce the remedies provided under the provisions of the Agreement and under South Dakota law.

## ARTICLE VI

### TERM

6.1 This agreement shall take effect on December 31, 2019 and shall continue through December 31, 2020.

## ARTICLE VII

### RENEWAL

7.1 This Agreement shall remain in full force and effect for the above-described term of this Agreement and thereafter for like periods of three years upon the same terms and conditions until terminated by written notice from either party to the other party with at least 60 days notice.

7.2 The provisions of this Agreement shall be binding upon the City and the County if the statutory requirements of SDCL 9-21-10 are met.

## ARTICLE VIII

### TERMINATION

8.1 Nothing in this Agreement shall be construed to place restrictions upon either party's right to terminate this Agreement at any time, and for any reason, with 60 days written notice.



IN WITNESS WHEREOF, the parties have placed their signatures, the City of Edgemont, South Dakota, by Resolution duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Finance Officer, and the County of Fall River, by order of its Board of County Commissioners, has caused these presents to be subscribed by the Chairman of the Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all on the day and year written below.

***FALL RIVER BOARD OF COUNTY COMMISSIONERS:***

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Fall River County Auditor

\_\_\_\_\_  
Date

***FALL RIVER COUNTY SHERIFF:***

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Date

ATTEST:

---

Fall River County Auditor

---

Date

***CITY OF EDGEMONT:***

---

Mayor

---

Date

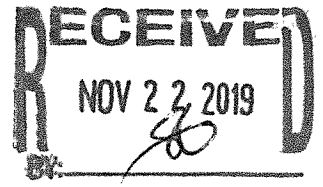
ATTEST:

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Finance Officer

---

Date



November 20, 2019

Fall River County Commissioners  
Fall River County Courthouse  
Auditor's Office  
906 North River Street  
Hot Springs, SD 57747

RE: SDHDA v. John W. Spray, Jr., et al.  
2044 Sioux Avenue  
Hot Springs, SD  
23CIV19-0084

Dear Sirs:

Enclosed, in the above matter, are copies of the Notice of Entry of Judgment with a copy of the Judgment attached, and the Notice of Mortgage Foreclosure Sale. This is intended as service upon you by mail.

Sincerely,

A handwritten signature in black ink, appearing to be "R. Hayes", written over a horizontal line.

Robert E. Hayes  
Davenport, Evans, Hurwitz & Smith, L.L.P.  
Attorney for SDHDA

REH/ga

Enclosures

p:\ho-shared\FORECLOSURE\TEMPLATES\saleltrs



STATE OF SOUTH DAKOTA )  
 )  
COUNTY OF FALL RIVER )

IN CIRCUIT COURT  
  
SEVENTH JUDICIAL CIRCUIT

SOUTH DAKOTA HOUSING DEVELOPMENT AUTHORITY,

23CIV19-0084

Plaintiff,

vs.

JOHN W. SPRAY, JR., DISCOVER BANK, EXPRESS  
COLLECTIONS, INC., STATE OF SOUTH DAKOTA (OFFICE  
OF CHILD SUPPORT ENFORCEMENT), CITY OF HOT  
SPRINGS, AND FALL RIVER COUNTY, SOUTH DAKOTA,

NOTICE OF  
MORTGAGE  
FORECLOSURE  
SALE

Defendants.

NOTICE IS HEREBY GIVEN in accordance with South Dakota Codified Laws 21-49-25, and pursuant to a Judgment dated the 14th day of November, 2019, that a sale of certain mortgaged premises described as follows:

Lots 10, 11 and 13, and the North 15 feet of Lot 14, all in Block 5 of Minnekahta Addition to the Town, now city, of Hot Springs, Fall River County, South Dakota; AND Tract PK, a Subdivision of Lot 12, Block 5, Minnekahta Addition, to the Town, now City, of Hot Springs, Fall River County, South Dakota, according to the plat filed in Book 22 of Plats, Page 33, in the office of the Register of Deeds, Fall River County, South Dakota. Also known as 2044 Sioux Avenue, Hot Springs, SD,

shall be made by public sale to the highest and best bidder for cash, net of sheriff's fees and sheriff's commission, if any, on the 10th day of December, 2019, at 10:30 a.m., at the front door of the Fall River County Courthouse, Hot Springs, South Dakota.

The name of the mortgagor is John W. Spray, Jr. and the mortgage was given to First Western Bank and assigned to the South Dakota Housing Development Authority of Pierre, South Dakota. The amount due, pursuant to the Judgment, is \$70,112.60, plus any costs and disbursements incurred subsequent thereto, and sheriff's fees or sheriff's commission assessed in connection with this sale. The date of the mortgage is 10th day of December, 2004, and the mortgage was recorded in the Office of the Fall River County Register of Deeds on the 10th day of December, 2004, at 1:50 PM, in Book 5-F, Page 461 Thru 475. **The sale is subject to the 2019 real property taxes due and payable in 2020, and due thereafter, and any special assessments due and owing.**

Dated at Hot Springs, South Dakota, this 20th day of November, 2019.

ROBERT EVANS  
SHERIFF OF FALL RIVER COUNTY

By: 

Prepared by:

Robert E. Hayes, Attorney for Plaintiff  
Davenport, Evans, Hurwitz & Smith. L.L.P.  
c/o South Dakota Housing Development Authority  
3060 E. Elizabeth Street, P. O. Box 1237  
Pierre, South Dakota 57501-1237

STATE OF SOUTH DAKOTA )  
COUNTY OF FALL RIVER )  
SOUTH DAKOTA HOUSING  
DEVELOPMENT AUTHORITY,  
Plaintiff,

vs.

JOHN W. SPRAY, JR., DISCOVER BANK,  
EXPRESS COLLECTIONS, INC., STATE OF  
SOUTH DAKOTA (OFFICE OF CHILD  
SUPPORT ENFORCEMENT), CITY OF HOT  
SPRINGS, AND FALL RIVER COUNTY,  
SOUTH DAKOTA,

Defendants.

IN CIRCUIT COURT

SEVENTH JUDICIAL CIRCUIT

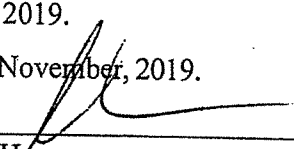
23CIV19-0084

NOTICE OF ENTRY OF JUDGMENT

STATE TO THE ABOVE NAMED DEFENDANTS:

You, and each of you, will hereby take notice that a Judgment dated the 14th day of November, 2019, a true copy of which is attached hereto and by this reference made a part hereof as fully as if set forth at length and in detail herein, has been entered, filed and recorded in the above entitled Court on the 14th day of November, 2019.

Dated at Pierre, South Dakota, this 20th day of November, 2019.

  
Robert E. Hayes  
Attorney for Plaintiff  
Davenport, Evans, Hurwitz & Smith, L.L.P.  
c/o South Dakota Housing Development Authority  
3060 E. Elizabeth Street, P.O. Box 1237  
Pierre, South Dakota 57501 - Phone: 605/773-5149

CERTIFICATE OF SERVICE

Robert E. Hayes, attorney for Plaintiff, hereby certifies that a true copy of the foregoing NOTICE OF ENTRY OF JUDGMENT, with a true copy of said Judgment attached thereto, was served by first class mail, postage prepaid, upon the following at their last known addresses on the 20th day of November, 2019:

John W. Spray, Jr.  
265 Stumer Rd Apt 4.  
Rapid City, SD 57701


Discover Bank, RA  
100 West Market  
PO Box C  
Greenwood, DE 19950

Express Collections, Inc.  
818 St. Joseph Street, Suite 200  
Rapid City, SD 57701

Office of the Attorney General  
State of South Dakota  
1302 East Highway 14, Suite 1  
Pierre, SD 57501-8501

City of Hot Springs  
c/o Misty Summers-Walton, Finance  
Officer  
303 North River Street  
Hot Springs, SD 57747

Fall River County Commissioners  
Fall River County Courthouse  
Auditor's Office  
906 North River Street  
Hot Springs, SD 57747

  
\_\_\_\_\_  
Robert E. Hayes

FILED  
7<sup>TH</sup> JUDICIAL CIRCUIT COURT  
AT HOT SPRINGS, SD  
NOV 14 2019

STATE OF SOUTH DAKOTA )  
COUNTY OF FALL RIVER ) :SS

IN CIRCUIT COURT By: \_\_\_\_\_  
SEVENTH JUDICIAL CIRCUIT

SOUTH DAKOTA HOUSING  
DEVELOPMENT AUTHORITY,

23CIV19-0084

Plaintiff,

JUDGMENT AND DECREE OF  
FORECLOSURE

vs.

JOHN W. SPRAY, JR., DISCOVER BANK,  
EXPRESS COLLECTIONS, INC., STATE OF  
SOUTH DAKOTA (OFFICE OF CHILD  
SUPPORT ENFORCEMENT), CITY OF HOT  
SPRINGS, AND FALL RIVER COUNTY,  
SOUTH DAKOTA,

Defendants.

The above-entitled matter coming before the Court in the Fall River County Courthouse, in the City of Hot Springs, Fall River County, South Dakota, on the date hereof, for judgment by default pursuant to Motion and no defendant appearing or resisting, and the Court having reviewed the file, and it appearing that the allegations contained in the Complaint are correct and that the Defendant, John W. Spray, Jr., executed and delivered to First Western Bank a promissory note in the principal sum of \$81,600.00 plus interest on or about 10th day of December, 2004, and at the same time and as part of the same transaction, the Defendant, John W. Spray, Jr., made, executed, and delivered to First Western Bank a mortgage whereby he mortgaged the following described real property, together with improvements:

Lots 10, 11 and 13, and the North 15 feet of Lot 14, all in Block 5 of Minnekahta Addition to the Town, now city, of Hot Springs, Fall River County, South Dakota; AND Tract PK, a Subdivision of Lot 12, Block 5, Minnekahta Addition, to the Town, now City, of Hot Springs, Fall River County, South Dakota, according to the plat filed in Book 22 of Plats, Page 33, in the office of the Register of Deeds, Fall River County, South Dakota. Also known as 2044 Sioux Avenue, Hot Springs, SD,

to secure the amount of indebtedness due on the promissory note. Said mortgage was filed for record in the office of the Register of Deeds of Fall River County, South Dakota, on the 10th day of December, 2004, at 1:50 PM, in Book 5-F, Page 461 Thru 475.

That on or about the 10th day of December, 2004, First Western Bank assigned to South Dakota Housing Development Authority, the Plaintiff herein, the mortgage and note above-referred to. Said assignment of mortgage was filed for record on the 20th day of December, 2004, at 1:15 PM, in Book 6-F, Page 43 Thru 44.

The Plaintiff is now the holder and owner of said note and said mortgage, and the same is a valid and subsisting first mortgage on said premises and is paramount, senior, and superior to all liens, judgments and encumbrances that may be upon said land.

The Defendant, John W. Spray, Jr., has failed, refused and neglected to make any payments on said mortgage subsequent to April 1, 2018, leaving a principal balance due and unpaid in the amount of \$58,961.58, plus interest as of October 30, 2019, in the amount of \$4,616.00. That in addition the Plaintiff has been required to pay the following items of expense in connection with this action:

Sheriff's Fees:	62.00
Title Work:	345.88
Attorney Fees:	360.00
Appraisal:	600.00
Homeowners Insurance:	1,905.38
Property Preservation:	556.40
Property Inspections:	426.36
2018 Real Property Taxes:	2,279.00

All of the foregoing items are due and owing to the Plaintiff and Defendant, John W. Spray, Jr., has failed, refused, and neglected to pay the same.

The Court having duly considered the evidence and having concluded as a matter of law that Plaintiff is entitled to judgment against the Defendant, John W. Spray, Jr., for the amount of money determined in said Complaint, and for the foreclosure of such mortgage securing said indebtedness, together with attorney fees and costs of the action;

NOW THEREFORE, on motion of Robert E. Hayes, Attorney for said Plaintiff,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Plaintiff have and recover judgment against said Defendant, John W. Spray, Jr., on said note and mortgage described in said Plaintiff's Complaint in the sum of \$70,112.60, for principal and interest to October 30, 2019, plus subsequently accruing interest, and post-judgment interest from the date of judgment to the date of sale, post-judgment disbursements for taxes, insurance, and property preservation; and attorney fees, taxes advanced, insurance, title work, property inspection fees, property preservation fees, appraisal fees, and sheriff's fees for service of the Summons and Complaint, and that the mortgage, attached to the Complaint on file herein, is a first mortgage lien on the property hereafter described, and is superior to all interest or all claims of Defendants herein, save only the claim of Fall River County, South Dakota, for real property taxes, and that said mortgaged premises described in the Complaint of this action and hereinafter described, or so much thereof to raise the amount so found to be due Plaintiff aforesaid (and which may be sold separately without material injury to the parties' interest), be sold at public auction to the highest and best bidder for cash, net of sheriff's fees and sheriff's commission, if any, subject to any real estate taxes or special assessments remaining unpaid which constitute a lien thereon, except any special assessment imposed by the Defendant, City of Hot Springs, for unpaid



utilities, and/or water and sewer usage incurred by Defendant, John W. Spray, Jr., which claim is junior to the Plaintiff's mortgage, and is foreclosed subject only to the Defendant, City of Hot Springs's, right of redemption, at the front door of the Courthouse in the City of Hot Springs, South Dakota, by and under the direction of the Sheriff of Fall River County, South Dakota, or his deputy, upon notice, and in the same manner as prescribed by law for the sale of real property as prescribed by SDCL 21-49, and that the Plaintiff, or any other party to this suit, may become purchaser at said sale, and that said Sheriff execute to the purchaser or purchasers, a Certificate of Sale and upon the expiration of 180 days from the date of recording the Certificate of Sale in the office of the Register of Deeds of Fall River County, South Dakota, if said premises are not redeemed, that said Sheriff, or his successor in office, give to the purchaser or purchasers a deed or deeds to the premises sold; that out of the proceeds of said sale, after deducting the amount of his fees, costs and expenses of sale, said Sheriff pay to the Plaintiff, or to its attorneys, the amount so found and adjudged to be due as aforesaid, together with interest thereon at the rate provided in the note and mortgage, viz 4.950% per annum from this date, or so much thereof as said proceeds of sale will pay, and that he take the receipt of the Plaintiff or its attorneys for the said amount paid; that said Sheriff pay the surplus moneys arising from the sale, if any there be, to the Clerk of this Court, and that the purchaser or purchasers at said sale be let into possession of said premises on production of the Sheriff's Deed for said premises, or any part thereof.

AND IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the purchaser or purchasers of said mortgaged premises at such sale, or his or its assigns or successors in interest, be let into possession thereof, and that any of the parties to this action, or any person who, since the commencement of this action, has come into possession, under either or any of them, deliver possession of said premises to such purchaser or purchasers, or his or its assigns or successors in interest, on production of the Sheriff's Deed for said premises, or any part thereof.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Plaintiff is not seeking a deficiency judgment in the above-entitled matter and this judgment, if the hereinafter described real property is not redeemed, will be fully satisfied pursuant to SDCL 21-49-28 upon recording of the Sheriff's Deed.

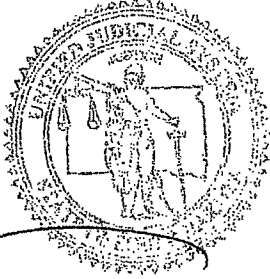
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that in the event the said premises are abandoned, the purchaser and holder of the Certificate of Sale shall be entitled to take immediate possession of the said premises and take necessary measures to protect its security interest and shall be entitled to receive all rental or other income from said property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that said Defendants, John W. Spray, Jr., Discover Bank, Express Collections, Inc., State of South Dakota (Office of Child Support Enforcement), City of Hot Springs, and Fall River County, South Dakota, (except any claim of Fall River County, South Dakota, for real property taxes); and any and all other persons claiming under them, after the commencement of this action, be forever barred and foreclosed of all right, title, interest, and equity of redemption in and to said premises so sold or any part thereof, unless same shall be duly redeemed within 180 days from the date of recording the Certificate of Sale in the office of the Register of Deeds of Fall River County, South Dakota, as provided by law.

The following is a description of the premises to be sold as hereinbefore set forth, to-wit:

Lots 10, 11 and 13, and the North 15 feet of Lot 14, all in Block 5 of Minnekahta Addition to the Town, now city, of Hot Springs, Fall River County, South Dakota; AND Tract PK, a Subdivision of Lot 12, Block 5, Minnekahta Addition, to the Town, now City, of Hot Springs, Fall River County, South Dakota, according to the plat filed in Book 22 of Plats, Page 33, in the office of the Register of Deeds, Fall River County, South Dakota. Also known as 2044 Sioux Avenue, Hot Springs, SD

Done in Open Court this 14 day of NOV, 2019.



BY THE COURT:

Circuit Court Judge

ATTEST:

Clerk of Courts  
Fall River County, South Dakota