

**Landowner Consent to
Hazardous Fuels Reduction Grant
And
Prescribed Treatment**

The undersigned property owner/s (hereinafter "Landowner/s") hereby consent/s to hazardous fuels reduction treatment on their property and warrant/s to the South Dakota Department of Agriculture, Wildland Fire Division, and the United States Forest Service that the following is true and correct:

1. I/we are all the owners of record of the following described real property:

Name: Fall River County

Physical Address/Parcel ID: Lot 34R, B1K4
Sec. 16, TWP 7 RG 5 (1.37A +/-)

Phone Number: 605 745-5130 Email: Sue.Gaerje@state.sd.us

2. I/we consent to Hazardous Fuels Reduction Grant assistance and prescribed treatment of fuels upon said property in such manner as may be prescribed by the South Dakota Department of Agriculture, Wildland Fire Division. Project size in acres is approximately _____ acres of treated land.
3. I/we have been informed of the nature of the work to be performed and consent to such work on the above described property.
4. I/we have been informed that this work will be performed at no cost to us.
5. I/we have disclosed and marked the location of wells, gas lines and other hazards known to us on the property as well as all applicable property and project boundaries.
6. I/we consent to entry upon the property by persons designated to perform the hazardous fuels reduction treatment prescribed.
7. I/we have been informed and have consented to the piling and burning of slash upon our property should that be required by the treatment prescribed. Chipping and scattering and/or chipping hauling are alternatives to pile burning.
8. I/we agree to maintain the project area to specifications as outlined in the prescription of the work using Firewise guidelines where appropriate for a minimum of ten years after the completion of the project. I also grant access to Department of Agriculture employees for inspection of property to ensure these guidelines are being followed for the aforementioned ten years.
9. I/we have been informed of, and consent to, the removal of material from the property for biomass utilization projects as outlined in the Fuels Treatment Prescription.

LANDOWNER: _____

Signed by landowner on this ____ Day of _____, 2020

APPROVED BY: _____

Wildland Fire Division Officer on this ____ Day of _____, 2020

FAXED BID:

TO: FALL RIVER COUNTY HIGHWAY DEPT.

FAX # 745-5912

PHONE # 745-5137

DATE: 12/21/2020
FROM: 41-0-WAY PHONE: 890-1010
BID FOR: 5000 GAL NOLEAD & 5000 GAL #2 DSL
AMOUNT OF BID: NO BID - NOT PLACING TANKER ORDERS.

(THIS BID INCLUDES ALL APPROPRIATE TAXES AND FEES)

Signed By: Bill TANNER BY PHONE.
KW

NOTE: all faxed bids must be received in the Fall River County Highway Dept. office at the above number before 9:00 a.m. to be considered, unless otherwise stated by the caller for bids.

If declining to bid please fax back this form with the words; **"Decline todays bid"** on the line designated for the Bid Amount.

THANK YOU

FAXED BID:

TO: FALL RIVER COUNTY HIGHWAY DEPT.

FAX # 745-5912

PHONE # 745-5137

DATE: 12/21/2020

FROM: MG OIL PHONE: _____

BID FOR: 5000 GAL #2 DSL, 5000 GAL E10 UNLEADED.

AMOUNT OF BID: NO BID - I SENT EMAIL TO DISPATCH @ MG,

(THIS BID INCLUDES ALL APPROPRIATE TAXES AND FEES) NO RESPONSE, K

Signed By: Ken MARTIN

NOTE: all faxed bids must be received in the Fall River County Highway Dept. office at the above number before 9:00 a.m. to be considered, unless otherwise stated by the caller for bids.

If declining to bid please fax back this form with the words; **"Decline todays bid"** on the line designated for the Bid Amount.

THANK YOU

Subject **Fuel Query from Fall River County HWY Dept**
From <hwyofficemgr@gwtc.net>
To Dispatch <dispatch@MGOIL.com>
Date 2020-12-21 08:11

Subject: Fuel Query from Fall River County HWY Dept
Date: 2020-21-2020
From: hwyofficemgr@gwtc.net
To: Dispatch <dispatch@MGOIL.com>

Good morning,

Please provide a quote on delivery of approx. 5000 gal dyed DSL#2 and 5000 gal of E-10 UNLEADED GAS, TO BE DELIVERED IN A SINGLE SHIPMENT, if possible.

BIDDING CLOSES AT 9 AM TODAY.

Ken Martin,
Fall River County HWY Dept Office MGR

ACCEPTED
12/21/2020
K

FAXED BID:

TO: FALL RIVER COUNTY HIGHWAY DEPT. FAX # 745-5912
PHONE # 745-5137

DATE: 12-21-20

FROM: Nelson's Oil & Gas, Inc. PHONE: 745-4189
~~605-605-5500~~

BID FOR: ~~5000~~ ⁵⁰⁰⁰ gallons E-10 5000 gallons #2 Diesel

AMOUNT OF BID: \$ 1.93 / gallon
(This bid includes all appropriate taxes and fees)

Signed By: [Signature]
Richard Nelson

Note: all faxed bids must be received in the Fall River County Highway Dept. office at the above number before 1:00 p.m. to be considered, unless otherwise stated by the caller for bids.

If declining to bid please fax back this form with the words; "Decline today's bid." On the line designated for the Bid Amount.

#2 Diesel	-	Thank You	\$ 1.93	per gallon
E-10	-		\$ 1.85	per gallon

FAXED BID:

TO: FALL RIVER COUNTY HIGHWAY DEPT.

FAX # 605-745-5912

PHONE # 605-745-5137

DATE: 12/21/2020

FROM: H1-D-WAY PHONE: 890-1010

BID FOR: PROPANE:

AMOUNT OF BID: \$ 1200 GAL PROPANE — NO BID

(THIS BID INCLUDES ALL APPROPRIATE TAXES AND FEES)

Signed By: BILL TANNER
KW

NOTE: All faxed bids must be received in the Fall River County Highway Dept. office at the above number by 12pm on the call date.

If declining to bid, please fax back this form with the words **"Decline todays bid"** on the line designated for the Bid Amount.

THANK YOU

NOTE: I CALLED BILL TANNER BY PHONE
@ 7:30 AM, ASKED HIM FOR A QUOTE.
HE NEVER GOT BACK TO ME.
KW

12/21/2020

gwtc.net webmail :: Quote for Propane

Subject **Quote for Propane**
From Scott Parsons <Scott@mctgas.biz>
To hwyofficemgr@gwtc.net <hwyofficemgr@gwtc.net>
Cc Scott Parsons <Scott@mctgas.biz>
Date 2020-12-21 09:13

12/21/2020

gwtc.net webmail :: Quote for Propane

Our quote today for propane delivered to Fall River Hwy Dept at 27518 Cascade Rd is \$1.49 p/gallon for up to 1200 gallons.

Thanks,

Scott J Parsons

McGas Propane

Office 605-720-7908

Fax 605-720-5294

1100 Jensen Hwy

Hot Springs, SD 57747

Scott@mctgas.biz

Rx Date/T Time MAR-03-2011 (THU) 10:26
Mar. 3, 2011 9:27AM Fall River County Highway Dept.

P.002

No. 0716 P. 2

FAXED BID:

ACCEPTED 12/21/2020
BID ON (P) 1200 GAL
PROPANE @ HS STOP
KM

TO: FALL RIVER COUNTY HIGHWAY DEPT.

FAX # 605-745-5912

PHONE # 605-745-5137

DATE: 12-21-20

FROM: Nelson's Oil & Gas PHONE: (605) 745-4189

BID FOR: PROPANE: (To top off 2) 1000 ga. tanks in Hot Springs and 1) 500 ga. tank in Edgemont)

AMOUNT OF BID: \$ 140

(THIS BID INCLUDES ALL APPROPRIATE TAXES AND FEES)

Signed By: [Signature]

NOTE: all faxed bids must be received in the Fall River County Highway Dept. office at the above number before the time deadline as stated by the caller for bids

If declining to bid please fax back this form with the words, "Decline todays bid" on the line designated for the Bid Amount.

THANK YOU

FALL RIVER COUNTY HIGHWAY DEPT

CREATE DATE: 12/18/2020

FIXED ASSET

PAGE: 1 OF 1

General Information	
CATEGORY: EQUIP	FIXED ASSET ID: 1306
DESCRIPTION: WALK N ROLL PACKER	MODEL: WR75 SERIES 3
SERIAL NBR: WRC10533	LOCATION: EDG/0909
Purchase Information	
FINANCE ID:	ACQUIRE COST: 16,650.00
PAYMENT: 16,650.00	BALANCE DUE: 0.00
ACQUIRED DATE: 03/24/10	
FUND CODE: 311	OBJECT CODE: 711
VENDOR CODE: L1088	VENDOR NAME: Lycox Enterprises, I
INVOICE NUMBER: 417	INVOICE DESCRIP: Walk n Roll Packer
INVOICE DATE: 3/23/2010	
Additional Information	
ADDITIONAL COST: 0.00	TOTAL COST: 16,650.00
Depreciation Information	
START DEP DATE: 03/24/10	DEPREC PRICE: 16,650.00
SALVAGE VALUE: 6,000.00	EST LIFE YEARS: 12.00
DEP PER YEAR: 887.50	DEP PER DAY: 2.42984
General Comments	
1. WR75-3 = \$17650.00 with WRQA quick attach=\$650.00	
2. Customer Discount=\$1650.00 Total cost of equip=\$16650.00	

SOLD TO LYCOX (TRADE-IN ON NEW PACKER)
FOR \$ 4,790

DATE: 12-14-20

QUOTATION:



LyCox Enterprises, Inc
6508 South Frontage Rd.
Billings, MT 59101

QUOTE #: 121420-WR75

Phone: 406-294-1936
Fax: 406-294-1935
www.walknrollpackers.com

TO: Fall River County
Attn. Randy Seiler
P.O. Box 939
Hot Springs, SD 57747
605-745-5137
frchwydept@gwtc.net

Estimated Shipping Date	Shipped Via	F.O.B.	Terms
2 - 3 Wks After Order Placed	Truck	Havre, MT	Net 30 Days

Quantity	Description	Price	Total
1	WR75-3 Walk'n'Roll packer/ roller	\$ 19,950.00	\$ 19,950.00
1	Quick Attach	\$ 1,000.00	\$ 1,000.00
1	Freight from Havre, MT to Hot Springs, SD and back to Billings, MT	\$ 1,250.00	\$ 1,250.00
1	Freight Discount	\$ (425.00)	\$ (425.00)
	Trade		
1	used WR75-3 Walk'n'Roll packer/ roller #1306	\$ (4,790.00)	\$ (4,790.00)
			\$ -
			\$ -
			\$ -
		TOTAL:	\$ 16,985.00

We are pleased to submit the above quotation for your consideration. Should you place an order please be assured that it will receive our prompt attention and follow thru. The quotation is valid until 12/31/2020

COMPANY: _____ DATE: _____

BY: _____ TITLE: _____

Sign and return the acceptance form when ordering

The WALK 'N' ROLL packer/roller is "BUILT WITH PRIDE IN THE USA"

Sue

FALL RIVER COUNTY HIGHWAY DEPT

CREATE DATE: 12/29/2020

FIXED ASSET

PAGE: 1 OF 1

General Information	
CATEGORY: EQUIP	FIXED ASSET ID: 0901
DESCRIPTION: PATROL 2014	MODEL: CAT 140M2AWDSD
SERIAL NBR: M9J00872	LOCATION: HS
Purchase Information	
FINANCE ID:	ACQUIRE COST: 258,240.00
PAYMENT: 0.00	BALANCE DUE: 258,240.00
ACQUIRED DATE: 03/10/14	
FUND CODE: 311	OBJECT CODE:
VENDOR CODE:	VENDOR NAME: Butler Machinery
INVOICE NUMBER:	INVOICE DESCRIP:
INVOICE DATE: 3/10/2014	
Additional Information	
ADDITIONAL COST: 0.00	TOTAL COST: 258,240.00
Depreciation Information	
START DEP DATE: 03/10/14	DEPREC PRICE: 258,240.00
SALVAGE VALUE: 134,186.00	EST LIFE YEARS: 7.00
DEP PER YEAR: 17,722.00	DEP PER DAY: 48.52019
General Comments	
1.	
2.	

SURPLUS FOR SALE

AGENDA ITEM FOR JAN/5/2020.

km

Opinion of Probable Construction Cost (Preliminary)
Sheps Canyon Asphalt Surfacing - 6 miles x 24' wide
6" Base Course and Ave 3 1/2" Millings

12/28/2020

BID ITEM	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT COST	EXTENDED COST
1	Mobilization	LS	Lump Sum	\$ 143,958.95	\$ 143,958.95
2	Ordinary Roadway Shaping	Mile	6	\$ 10,000.00	\$ 60,000.00
3	Haul & Place Asphalt Millings	Ton	14,000.00	\$ 8.00	\$ 112,000.00
4	Base Course	Ton	36,960.00	\$ 28.00	\$ 1,034,880.00
5	Full Depth Reclamation	SqYd	98,560	\$ 1.50	\$ 147,840.00
6	Base One	Gal	3,942	\$ 2.25	\$ 8,869.50
7	Traffic Control Sign	SqFt	600	\$ 5.00	\$ 3,000.00
8	Traffic Control, Miscellaneous	LS	Lump Sum	\$ 5,000.00	\$ 5,000.00
9	Flagging	Hour	1200	\$ 40.00	\$ 48,000.00
10	Pilot Car	Hour	400	\$ 50.00	\$ 20,000.00
10% Contingency					\$ 158,354.85
Total Estimated Construction Cost					\$ 1,741,903.30
Estimated Cost Per Mile					\$ 290,317.22
Estimated Design Fees					\$ 87,095.16
Estimated Construction Management Fees					\$ 209,028.40
Total Estimated Cost					\$ 2,038,026.86

Opinion of Probable Construction Cost (Preliminary)
Sheps Canyon Asphalt Surfacing - 6 miles x 24' wide with 2' Paved Shoulder
4" Asphalt Surfacing over FDR w/Base-One
4" Base Course and Ave 3 1/2" Millings

12/28/2020

BID ITEM	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT COST	EXTENDED COST
1	Mobilization	LS	Lump Sum	\$ 298,014.30	\$ 298,014.30
2	Ordinary Roadway Shaping	Mile	6	\$ 10,000.00	\$ 60,000.00
3	Haul & Place Asphalt Millings	Ton	14,000.00	\$ 8.00	\$ 112,000.00
4	Base Course	Ton	24,640.00	\$ 28.00	\$ 689,920.00
5	Full Depth Reclamation	SqYd	98,560	\$ 1.50	\$ 147,840.00
6	Base One	Gal	3,942	\$ 2.25	\$ 8,869.50
7	Traffic Control Sign	SqFt	600	\$ 5.00	\$ 3,000.00
8	Traffic Control, Miscellaneous	LS	Lump Sum	\$ 5,000.00	\$ 5,000.00
9	Asphalt Concrete Class E, Type I	Ton	23,515.00	\$ 48.00	\$ 1,128,720.00
10	PG58-34 Asphalt Binder	Ton	1,178.00	\$ 550.00	\$ 647,900.00
11	Asphalt for Tack, SS-1h or CSS-1h	Ton	20.45	\$ 750.00	\$ 15,337.50
12	Asphalt for Flush Seal, SS-1h or CSS-1h	Ton	16.07	\$ 800.00	\$ 12,856.00
13	Sand for Flush Seal	Ton	310	\$ 60.00	\$ 18,600.00
14	Temporary Flexible Vertical Markers (Tabs)	Mile	18	\$ 750.00	\$ 13,500.00
15	Flagging	Hour	1200	\$ 40.00	\$ 48,000.00
16	Pilot Car	Hour	400	\$ 50.00	\$ 20,000.00
17	4" Pavement Marking Paint, White	Gal	1350	\$ 18.00	\$ 24,300.00
18	4" Pavement Marking Paint, Yellow	Gal	1350	\$ 18.00	\$ 24,300.00
10% Contingency					\$ 327,815.73
Total Estimated Construction Cost					\$ 3,605,973.03
Estimated Cost Per Mile					\$ 600,995.51
Estimated Design Fees					\$ 180,298.65
Estimated Construction Management Fees					\$ 432,716.76
Total Estimated Cost					\$ 4,218,988.45

Appendix D4: Adopted Budget Levies & Resolution

ANNUAL BUDGET FOR FALL RIVER COUNTY, SD
For the Year January 1, 2021 to December 31, 2021

COUNTY TAX LEVIES	Dollars	\$'s/1,000
WITHIN LIMITED LEVY:		
* General County Purposes (10-12-9)	2,899,653.00	3.953
Library	7,393.00	0.014
LIMITED LEVY (10-12-21) - SUB TOTAL		
OUTSIDE LIMITED LEVY:	2,907,046.00	3.967
County Snow Removal Fund (34-5-2)		
County Road and Bridge (10-12-13)		
Courthouse, Jail, etc., Bldg. (7-25-1)	126,609.00	0.173
Bond Interest Sinking (7-24-18)		
Ag Building (7-27-1)		
UNLIMITED LEVY - SUB TOTAL	126,609.00	0.173
LIMITED AND UNLIMITED LEVY - SUB-TOTAL	3,033,655.00	4.140
OTHER SPECIAL LEVIES		
Secondary Road (Unorg. PT-76) (31-12-27)	274,875.00	0.638
Fire Protection (34-31-3)	1,135.00	0.140
TOTAL TAXES LEVIED BY COUNTY	3,309,665.00	4.918

RESOLUTION

ADOPTION OF ANNUAL BUDGET FOR FALL RIVER County, South Dakota

Whereas, (7-21-5 thru 13), SDCL provides that the Board of County Commissioners shall each year prepare a Provisional Budget of all contemplated expenditures and revenues of the County and all its institutions and agencies for such fiscal year and,

Whereas, the Board of County Commissioners did prepare a Provisional Budget and cause same to be published by law, and Whereas, due and legal notice has been given to the meeting of the Board of County Commissioners for the consideration of such Provisional Budget and all changes, elimination's and additions have been made thereto.

NOW THEREFORE BE IT RESOLVED, That such provisional budget as amended and all its purposes, schedules, appropriations, amounts, estimates and all matters therein set forth, SHALL BE APPROVED AND ADOPTED AS THE ANNUAL BUDGET OF THE APPROPRIATION AND EXPENDITURES FOR FALL RIVER County, South Dakota and all its institutions and agencies for calendar year beginning January 1, 2021 and ending December 31, 2021 and the same is hereby approved and adopted by the Board of County Commissioners of Fall River County, South Dakota, this 15th day of September, 2020. The Annual Budget so adopted is available for public inspection during normal business hours at the office of the county auditor Fall River, County, South Dakota. The accompanying taxes are levied by Fall River County for the year January 1, 2021 through December 31, 2021.

BOARD OF COUNTY COMMISSIONERS OF Fall River County, South Dakota

Joe Falkenburg Chairman _____
 Deborah Russell Commissioner _____
 Joe Allen Commissioner _____
 Heath Greenough Commissioner _____
 Roland Nabholz Commissioner _____
 Attest Sue Ganje County Auditor _____

* These Amounts include the 25% to be distributed to cities.

 As of 09/29/2020 these levies are not approved by the Department of Revenue

PREPARED BY:
DEBRA JOHNSTON
1023 EVANSTON AVENUE
HOT SPRINGS, SD 57747
605-745-5201

PETITION

TO THE HOT SPRINGS CITY COUNCIL:

COME NOW the undersigned Petitioners, residents of Fall River County, City of Hot Springs, South Dakota, and petition the Hot Springs City Council, to vacate an alley located in the City of Hot Springs, Fall River County, South Dakota.

1. The legal description for the alley to be vacated is described as:

East/West Platted Alley in Block 17, Fargo & Prentice Addition, Hot Springs, Fall River County, South Dakota attached hereto as Exhibit A highlighted in yellow.

2. That the names of the landowners in which the proposed vacated alley would pass are:

Frank and Lynn Mason 1025 Evanston Avenue Hot Springs, SD 57747	Debra Johnston 1023 Evanston Avenue Hot Springs, SD 57747	City of Hot Springs 303 N. River St. Hot Springs, SD 57747
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Vern Hagedorn 1019 Evanston Avenue Hot Springs, SD 57747	Shane and Laurie Theilmann 1015 Evanston Avenue Hot Springs, SD 57747	Fall River County 906 N. River St. Hot Springs, SD 57747
--	---	--

Randy Seiler 1011 Evanston Avenue Hot Springs, SD 57747	Lonnie Miller Lots 32-39 & 41 Block 17 Hot Springs, SD 57747	
---	--	--

3. That Petitioners seek the vacation of the alley as per SDCL:

9-45-10. Vacation after nonuser of platted street or alley--Petition of property owners. In any first or second class municipality whenever any street or alley or any part thereof as designate upon any recorded plat of the same shall not have been used or traveled as a street or alley at any time during the period of twenty years subsequent to the recording of the plat, the same may be vacated by the governing body upon application of the owner or owners of all the real property abutting upon both sides thereof. The application for such vacation shall be made upon the petition of the abutting owner or owners and shall be verified by the affidavit of such owner or owners or his or their agent or attorney.

Source: SL 1893, ch 122, § 1; RPoC 1903, § 1301; RC 1919, § 6354; SDC 1939, § 45.1708; SL 1949, ch 186; SL 1951, ch 241, § 1; SL 1992, ch 60, § 2.

The alley has never been developed and has not been used for 42 years since the homes were built. There are no utilities crossing or running along the platted area.

WHEREFORE, your Petitioners pray that notice of the time and place when and where this Petition will be considered be published one a week for two successive weeks in the Fall River Harold Star, and that hearing, that alley as described in this Petition be vacated.

Petition to vacate alley
Block 17 Fargo-Prentice Addition

The Landowners signed below are requesting the vacation of said alley. The homes were built in and around 1978. The platted alley has never been developed and the west end is occluded by the presence of the Armory Building built on top of the platted alley.

This should be allowed as per SDCL:

9-45-10. Vacation after nonuser of platted street or alley--Petition of property owners.

In any first or second class municipality whenever any street or alley or any part thereof as designated upon any recorded plat of the same shall not have been used or traveled as a street or alley at any time during the period of twenty years subsequent to the recording of the plat, the same may be vacated by the governing body upon application of the owner or owners of all the real property abutting upon both sides thereof. The application for such vacation shall be made upon the petition of the abutting owner or owners and shall be verified by the affidavit of such owner or owners or his or their agent or attorney.

Source: SL 1893, ch 122, § 1; RPOC 1903, § 1301; RC 1919, § 6354; SDC 1939, § 45.1708; SL 1949, ch 186; SL 1951, ch 241, § 1; SL 1992, ch 60, § 2.

Frank Mason
Lynn Mason
1025 Evanston Avenue
Hot Springs, SD 57747

Frank Mason See page 2
Lynn Mason ↓

Debra Johnston
1023 Evanston Avenue
Hot Springs, SD 57747

Debra Johnston Debra Johnston 12/13/20

Vern Hagedorn
1019 Evanston Avenue
Hot Springs, SD 57747

Vern Hagedorn Vern Hagedorn 12/13/20

Shane Theilmann
Laurie Theilmann
1015 Evanston Avenue
Hot Springs, SD 57747

Shane Theilmann Shane Theilmann 12/13/20
Laurie Theilmann Laurie Theilmann

Randy Seiler
1011 Evanston Avenue
Hot Springs, SD 57747

Randy Seiler Randy Seiler 12/14/20

Lonnie Miller
(Lots 32-39 & 41 Block 17)
12913 Evans LOOP
Hot Springs, SD 57747

Lonnie Miller Lonnie Miller 12/15/20

Petition to vacate alley
Block 17 Fargo-Prentice Addition

The Landowners signed below are requesting the vacation of said alley. The homes were built in and around 1978. The platted alley has never been developed and the west end is occluded by the presence of the Armory Building built on top of the platted alley.

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Source: SL 1893, ch 122, § 1; RPolC 1903, § 1301; RC 1919, § 6354; SDC 1939, § 45.1708; SL 1949, ch 186; SL 1951, ch 241, § 1; SL 1992, ch 60, § 2.

Frank Mason
Lynn Mason
1025 Evanston Avenue
Hot Springs, SD 57747

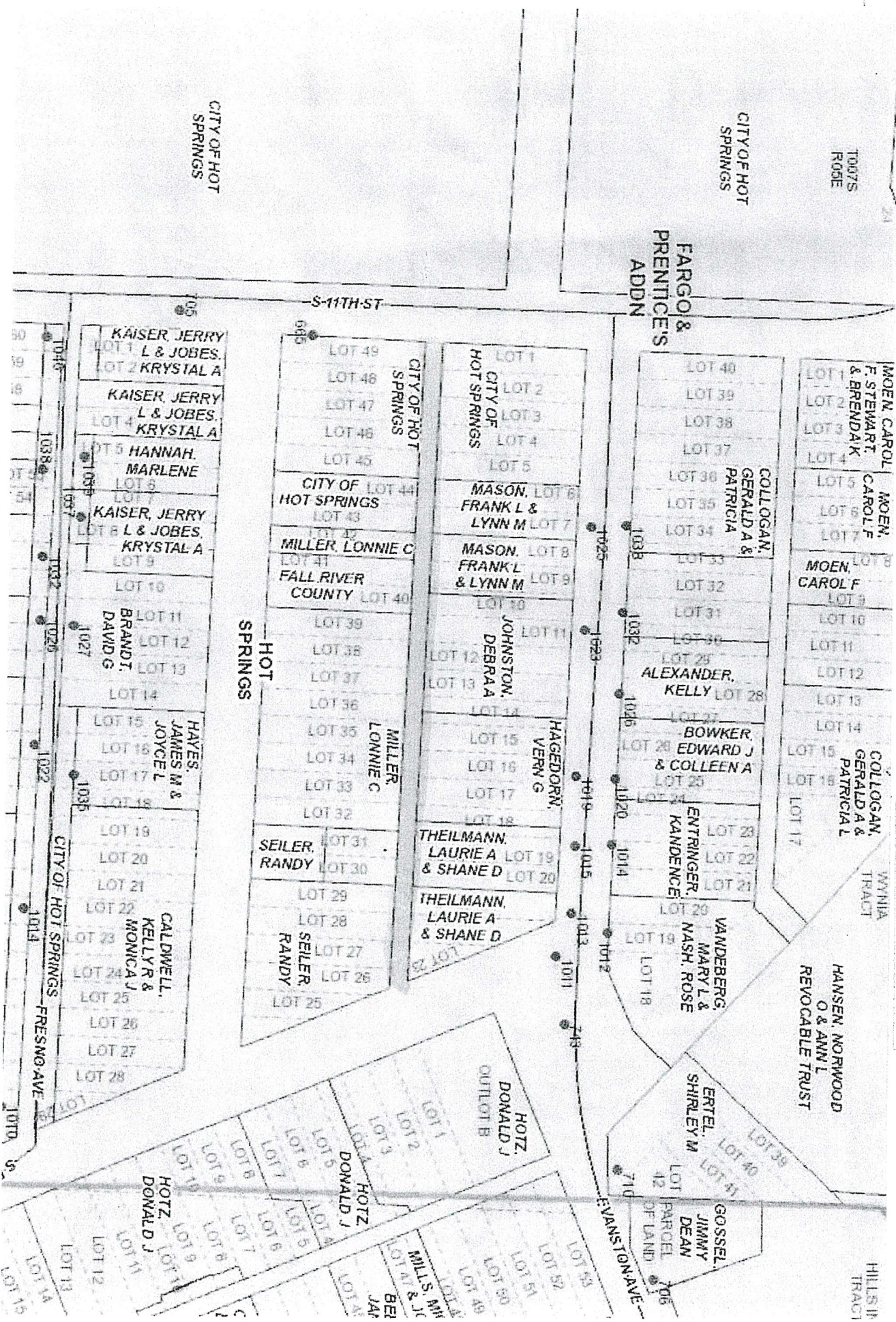
Frank Mason Frank Mason 12/12/20
Lynn Mason Lynn Mason 12/12/20

City of Hot Springs
303 N. River St.
Hot Springs, SD 57747

Mayor Bob Nelson _____

Fall River County
906 N. River St.
Hot Springs, SD 57747

Commissioners _____



1:120

Feet

CITY OF HOT SPRINGS

CITY OF HOT SPRINGS

TODDYS ROOIE

FARGO & PRENTICE'S ADDN

S-11TH ST

HOT SPRINGS

CITY OF HOT SPRINGS
FRESNO AVE

HILLSIDE TRACT

EVANS ST

Oglala Lakota - Fall River County Contract - 2021

THIS CONTRACT is made and to become effective the 1st day of January, 2021, by and between Oglala Lakota County, a political subdivision of the State of South Dakota, hereinafter referred to as "Oglala Lakota," and Fall River County, a political subdivision of the State of South Dakota, hereinafter referred to as "Fall River," and the Fall River County State's Attorney, Auditor, Register of Deeds and Treasurer, hereinafter referred to as "County Officials."

WHEREAS, prior to July 1, 1979, Oglala Lakota was an unorganized County pursuant to South Dakota law, but was attached to Fall River for the purposes of receiving governmental services; and

WHEREAS, a Consent Decree was executed which authorize the organization of Oglala Lakota County, South Dakota, pursuant to House Bill 1197; and

WHEREAS, the Unorganized Counties Act granted to the Oglala Lakota County Board of Commissioners, in addition to all other statutory powers, the power to contract for necessary governmental services with an adjoining County; and

WHEREAS, the Oglala Lakota County Board of Commissioners has assessed the needs, feelings, and views of its constituents to the extent possible, and it appears at this time to be in the best interests of Oglala Lakota County to contract for the provision of necessary governmental services to serve the residence of Oglala Lakota County; and

WHEREAS, Oglala Lakota is desirous of contracting with Fall River, an adjoining County to Oglala Lakota, for providing of necessary governmental services for Oglala Lakota inasmuch as such would best meet the needs of the residents of Oglala Lakota County; and

WHEREAS, Fall River, an adjoining County to Oglala Lakota, is desirous of contracting with Oglala Lakota for providing necessary governmental services for Oglala Lakota; and

WHEREAS, Oglala Lakota has amended its Home Rule Charter to allow Oglala Lakota to elect a full-time Sheriff; and

WHEREAS, the 2010 census determined that Oglala Lakota had approximately 13,586 residents and that Fall River had approximately 7,094 residents; and

WHEREAS, pursuant to SDCL 7-7-9.1, the minimum salary for the county treasurer, auditor and register of deeds for a county with a population of 13,586 is \$34,543; and

WHEREAS, pursuant to SDCL 7-7-12, the minimum salary for the State's Attorney for a county with a population of 13,586 is \$44,492; and

WHEREAS, pursuant to SDCL 7-7-12, where there is no elected State's Attorney, the Board of County Commissioners may contract for legal services and negotiate for the compensation to be paid and the terms and conditions upon which contracted;

NOW THEREFORE, based upon the hereinafter considerations given each party, one to the other, the parties hereby mutually agree that Fall River shall provide the necessary governmental services required by Oglala Lakota.

1.

The parties agree that the necessary governmental services to be provided by Fall River for the benefit of Oglala Lakota shall be for the officers of State's Attorney, Auditor, Director of Equalization, Register of Deeds, and Treasurer, as those offices in their respective duties are defined by South Dakota law. The parties further agree and understand that the above identified necessary governmental services to be provided shall be provided at the Fall River County Courthouse located at Hot Springs, South Dakota.

2.

Oglala Lakota agrees to appoint the Fall River County State's Attorney, Auditor, Director of Equalization, Register of Deeds, and Treasurer with all the powers, rights and responsibilities set forth under all applicable South Dakota statutes and regulations.

3.

Oglala Lakota shall not attempt to remove any County Official, unless the County Official has committed misconduct, malfeasance, nonfeasance, crimes in office, drunkenness, gross incompetency, corruption, theft, oppression or gross partiality. If said misconduct is suspected Oglala Lakota shall refer said matter to the proper authorities for investigation. Only after said investigation is completed shall Oglala Lakota County take action.

4.

The parties agree that Oglala Lakota shall, on the day before the last business day of each month, during the term of this contract beginning January 1, 2021, pay directly to the officers listed below one-twelfth (1/12) of the following annual amounts as payments of gross salaries for providing said services to Oglala Lakota during the year:

<u>OFFICE</u>	<u>2021 AMOUNT</u>
Auditor	\$17,175.25
State's Attorney	\$ 25,000
Deputy State's Attorney	\$ 10,000
Register of Deeds	\$17,175.25

Treasurer \$17,175.25

Oglala Lakota shall, at the regular monthly commission meeting of each month beginning January 1, 2021, for the year 2021, and subsequent years during the term of this contract pay the actual costs for supplies, expenses, office staff and travel for providing said necessary governmental service to Oglala Lakota. Said expenditures shall not exceed the following amounts:

<u>OFFICE</u>	<u>2021 AMOUNT</u>
Auditor	\$42,189.75
State's Attorney	\$11,800.00
Register of Deeds	\$16,585.75
Treasurer	\$48,084.75
Director of Equalization	\$24,892.00
Data Processing	\$6,500.00
Commissioners, Postage Meter	\$1,500.00
Emergency Management	\$3,755.00
GIS	\$1,500.00

6.

The County Officials and/or Fall River employees providing services pursuant to this contract are not required to travel to Oglala Lakota County for monthly meetings. The County Officials and/or employees may travel to Oglala Lakota County for an Oglala Lakota County Commission meeting if they are compensated for mileage at the rate of \$0.42 cents per mile, or paid per diem of \$26.00 and are given at least two weeks prior notice of the meeting in Oglala Lakota County, and the purpose of said meeting. In addition to the compensation provided herein, any County Official and Fall River employee shall receive \$100 for attendance of any Oglala Lakota meeting held in Oglala Lakota County.

7.

Oglala Lakota is familiar with the amount of work required by the State's Attorney, Auditor, Director of Equalization, Register of Deeds, and Treasurer to provide services for the residents of Oglala Lakota County and Oglala Lakota specifically acknowledges that the sums paid pursuant to this contract are appropriate and reasonable. The sums described herein are substantially less than Oglala Lakota would have to expand of Oglala Lakota had to staff and supply its own offices

of State's Attorney, Auditor, Director of Equalization, Register of Deeds, and Treasurer. Oglala Lakota acknowledges that it is not being required to pay for the office staff for the State's Attorney, but is specifically compensating for said deficiency by paying \$6000 towards the State's Attorney's Victim's Assistance Program.

8.

All files, records, documents, books and official minutes of Oglala Lakota shall be maintained at the Fall River County Courthouse, Hot Springs, South Dakota during the term of this contract at no additional cost to Oglala Lakota.

9.

Court proceedings shall be held at the Fall River County Courthouse, Hot Springs, South Dakota during the term of this contract at no additional cost to Oglala Lakota.

10.

Any request for office equipment or machinery of a capital nature made by said County Official providing said services to Oglala Lakota shall be made directly to the Oglala Lakota County Board of Commissioners, who shall have the full and exclusive authority to grant or disapprove same in accordance with performing their official function as County Commissioners according to South Dakota law.

11.

Oglala Lakota shall comply with all federal and state election laws and regulations and all orders and agreements entered in all courts having jurisdiction over voting/election issues. Oglala Lakota shall fully fund all voting/election operations so as to comply with all federal and state election laws and regulations and all orders and agreements entered in all courts having jurisdiction over voting/election issues. Oglala Lakota shall bear all expenses and costs associated with operating and maintaining a satellite office for early voting in Oglala Lakota County. At the end of each month, Oglala Lakota shall reimburse Fall River for any wages, overtime, benefits, meals, mileage or other expenses necessarily incurred for the staffing of a satellite office. Oglala Lakota's approval of a satellite office for early voting shall be at least three months prior to the start of early voting. The purpose of the three months notice is to allow the Auditor and Fall River to plan for the satellite office and to hire the necessary employees and adjust employee schedules accordingly.

12.

In the event of a vacancy in the office of Oglala Lakota Sheriff, Oglala Lakota must contract with a South Dakota certified law enforcement officer to provide Sheriff services to Oglala Lakota County.

13.

The period of this Contract shall be from January 1, 2021, until December 31, 2021, inclusive, and this Contract may be extended or renewed upon the mutual written consent of the parties hereto.

14.

Time is of the essence for this Contract.

15.

This Contract and all of its terms and conditions shall be binding upon all successors in interest of the parties hereto.

16.

All signed copies of this Contract shall be construed the same as the original hereof.

17.

Written notices required to be given hereunder, or any written notices required to be given under South Dakota law, shall be made by certified mail, return receipt requested, to the respective parties at the Auditor's Office, Fall River County Courthouse in Hot Springs, South Dakota.

18.

In the event that Oglala Lakota or Fall River determines that this Contract has been or will be breached, then and in that event, the non-offending party shall send written notice to the offending party, stating the grounds, facts and circumstances that the non-offending party believes led to the breach of this Contract.

The party receiving the notice of breach shall have sixty days from the date that notice was delivered to them, as indicated on the return receipt, to correct said breach, and in the event said breach is not corrected within said time period, the non-offending party may seek to enforce the remedies provided them under the provisions of this Contract and under South Dakota law.

19.

In the event that this contract is terminated, Fall River shall make available to Oglala Lakota all of the files, records, documents, books and official minutes of Oglala Lakota County at the Fall River County Courthouse, Hot Springs, South Dakota, for an immediate removal of the same by Oglala Lakota from said Fall River County Courthouse.

In the event of a breach of this Contract, the Fall River County State's Attorney and his authorized deputies, shall be removed from such dispute and each of the parties shall thereafter

be solely responsible for retaining independent counsel or attorneys for purposes of representation in said dispute. Regardless of fault or liability, Oglala Lakota shall reimburse Fall River County for all attorney fees, expenses and costs associated with any dispute arising between the parties. Regardless of fault or liability, Oglala Lakota shall reimburse any County Official and/or Fall River employee for all attorney fees, expenses or costs associated with any dispute arising between the County Official in Oglala Lakota, and/or a Fall River employee and Oglala Lakota. Regardless of fault or liability, Oglala Lakota shall reimburse any County official and or Fall River employee for all attorney fees, expenses or costs associated which may be incurred as a result of any action related to this Contract and/or the duties to be performed pursuant to this contract.

21.

The parties agree that even if a party does not enforce the other party's breach of a provision of this Contract, the failure to do so shall not be deemed a waiver of that party's right to enforce any subsequent breach or default of the same or similar nature. Any waiver by a party of a right provided for in this Contract must be in writing and signed by the parties to be effective.

22.

This Contract shall be construed in accordance with the substantive laws of the State of South Dakota.

23.

Any dispute arising between the parties shall be brought before the Seventh Judicial Circuit Court, State of South Dakota, and the parties hereto consent to the jurisdiction of said court. The parties specifically waive any jurisdiction that may vest in the Oglala Sioux Tribal Courts.

24.

This Contract may be modified only if said modification is in writing and signed by all the parties.

25.

Oglala Lakota agrees and hereby represents that in this Contract, it was and is acting solely on its own, and acting through its own knowledge, and it is not in any manner relying upon any representation either from the Fall River County State's Attorney or any one of his Deputy State's Attorneys. Oglala Lakota hereby warrants and represents that it understands and acknowledges that as to this Contract, Fall River County State's Attorney and any of his Deputy State's Attorneys, represents only the interests of Fall River. This Contract incorporates all the demands that Oglala Lakota has made in regard to determining and fully settling all the terms and conditions herein. Oglala Lakota hereby states and represents and warrants that it executes this Contract of its own free will, based upon its own independent judgment and without reliance upon any

representations of the Fall River County States Attorney, or any of his Deputy State's Attorneys. Oglala Lakota states that it has considered all of the necessary factors on its own accord, utilizing its own independent judgment, and without coercion by any party. ***Oglala Lakota acknowledges that as to settling the final terms and conditions of this Contract, Fall River County State's Attorney has advised Oglala Lakota to seek its own independent legal representation.***

Fall River, the County Officials and Oglala Lakota hereby give their informed consent to authorize Fall River County State's Attorney to draft this Contract and to negotiate the terms and conditions of the same. Fall River, the County Officials and Oglala Lakota represent that there is no dispute currently pending between the parties hereto and there is no claim by one against any of the others. Fall River, the County Officials and Oglala Lakota, knowingly and voluntarily, waive any conflict of interest there may be in the Fall River County State's Attorney and or his Deputy States Attorneys in the drafting of this Contract and the negotiation of the terms and conditions of the same.

26.

The foregoing Contract constitutes the entire agreement between the parties and there is no other oral or collateral agreement between the parties.

DATED this ____ day of _____, 2020.

JOE FALKENBERG
Chairman, Board of County Commissioners
Fall River County, South Dakota, a political
subdivision of the State of South Dakota

DATED this ____ day of _____, 2020.

ANNA TAKES THE SHIELD
Chairman, Board of County Commissioners
Oglala Lakota County, South Dakota, a political
subdivision of the State of South Dakota

DATED this ____ day of _____, 2020.

SUE GANJE
Auditor of Fall River County, South Dakota

DATED this ____ day of _____, 2021.

LANCE RUSSELL
State's Attorney of Fall River County,
South Dakota

DATED this ____ day of _____, 2020.

TERESA PULLEN
Treasurer of Fall River County, South Dakota

DATED this ____ day of _____, 2020.

MELODY ENGBRETSON
Register of Deeds of Fall River County,
South Dakota

FALL RIVER COUNTY RESOLUTION #2020-57

WHEREAS, Mark Tubbs, Member of the Tubbs Land and Cattle, L.L.C., has presented to the Fall River County Commission a Petition that certain public roadways be vacated in Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, pursuant to SDCL 31-3-6 and SDCL 11-3-21.1 described as follows:

The Plat of the Public Highway in Section Twenty-seven (27), Twenty-eight (28) and Thirty-four (34) all in Township Seven (7) South, Range One (1) East of the Black Hills Meridian (B.H.M.), Fall River County, South Dakota, which said plat was filed in the office of the Register of Deeds of Fall River County on January 6, 1921, and recorded in Book 2 of Plats, Page 37.

WHEREAS, the following described public highways and roadways are located within the above-described real estate:

All of the Northwest-Southeast Public Highway, formerly known as County Road 9 and River Road, described as Lot A, consisting of 1.7 acres, and located in the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section Twenty-seven (27), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37, from the Southeast terminus of Lot B that is located on the quarter section line in the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section Twenty-seven (27), Township Seven (7), Range One (1) East, B.H.M. Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 to the beginning of Lot B on the section line of the Southeast Quarter of the Northeast Quarter of Section Twenty-eight (28), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37;

All of the East-West Public Highway, formerly known as County Road 9 and River Road, described as Lot B, consisting of .55 acres, and located in the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of Section Twenty-seven (27), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37, from the Northwest terminus of Lot C that is located in the Northwest corner of the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) of Section Twenty-seven (27), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 to the beginning of Lot A on the quarter section line located in the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section Twenty-seven (27), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37;

All of the Northwest-Southeast Public Highway, formerly known as County Road 9 and River Road, described as Lot C, consisting of 2.34 acres, and located in the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) of Section Twenty-seven (27), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 from the Northwest terminus of Lot D that is located on the quarter section line in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section Twenty-seven (27), Township Seven (7), Range One (1) East, B.H.M. Fall River County, South Dakota, in the Public Highway Plat of

January 6, 1921, Book 2 of Plats, Page 37 to the beginning of Lot B in the Southeast corner of the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of Section Twenty-seven (27), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37;

All of the Northwest-Southeast Public Highway, formerly known as County Road 9 and River Road, described as Lot B, consisting of 2 acres, and located in the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) of Section Twenty-eight (28), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 from the Northwest terminus of Lot A that is located on the section line in the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section Twenty-seven (27), Township Seven (7), Range One (1) East, B.H.M. Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 to the beginning of Lot C on the quarter section line in the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Twenty-eight (28), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37;

All of the East-West Public Highway, formerly known as County Road 9 and River Road, described as Lot C, consisting of .45 acres, and located in the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Twenty-eight (28), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 from the Northwest terminus of Lot B that is located on the quarter section line in the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) of Section Twenty-eight (28), Township Seven (7), Range One (1) East, B.H.M. Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 to the Southwest corner of the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Twenty-eight (28), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37; and

All of the Northwest-Southeast Public Highway, formerly known as County Road 9 and River Road, described as Lot A, consisting of .73 acres, and located in the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Thirty-four (34), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 from the section line located between the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Thirty-four (34), Township Seven (7), Range One (1) East, B.H.M. Fall River County, South Dakota, and Northwest Quarter of the Northwest Quarter of Section Thirty-five (35), Township Seven (7), Range One (1) East, B.H.M., Fall River County, South Dakota, to the beginning of Lot F on the section line of the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of Section Twenty-seven (27), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37.

WHEREAS, said petitioners seek to have vacated, pursuant to the provisions of SDCL 31-3-6 and SDCL 11-3-21.1, the following described public highways and roadways:

All of the East-West Public Highway, described as Lot C, formerly known as County Road 9 and River Road, consisting of .45 acres, and located in the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Twenty-eight (28), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 from the Northwest terminus of Lot B that is located on the quarter section line in the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) of Section Twenty-eight (28), Township Seven (7), Range One (1) East, B.H.M. Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 to the Southwest corner of the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Twenty-eight (28), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37. The Public Highway to be vacated is adjacent to land owned by Tubbs Land and Cattle, L.L.C.

All of the East-West Public Highway, formerly known as County Road 9 and River Road, described as Lot B, consisting of .55 acres, and located in the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of Section Twenty-seven (27), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37, from the Northwest terminus of Lot C that is located in the Northwest corner of the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) of Section Twenty-seven (27), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 to the beginning of Lot A on the quarter section line located in the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section Twenty-seven (27), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37. The Public Highway to be vacated is adjacent to land owned by Tubbs Land and Cattle, L.L.C.

All of the Northwest-Southeast Public Highway, formerly known as County Road 9 and River Road, described as Lot A, consisting of 1.7 acres, and located in the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section Twenty-seven (27), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37, from the Southeast terminus of Lot B that is located on the quarter section line in the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section Twenty-seven (27), Township Seven (7), Range One (1) East, B.H.M. Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 to the beginning of Lot B on the section line of the Southeast Quarter of the Northeast Quarter of Section Twenty-eight (28), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37. The Public Highway to be vacated is adjacent to land owned by Tubbs Land and Cattle, L.L.C.

All of the Northwest-Southeast Public Highway, formerly known as County Road 9 and River Road, described as Lot B, consisting of 2 acres, and located in the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) of Section Twenty-eight (28), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 from the Northwest terminus of Lot A that is located on the section line in the Southwest Quarter of

the Northwest Quarter (SW1/4NW1/4) of Section Twenty-seven (27), Township Seven (7), Range One (1) East, B.H.M. Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 to the beginning of Lot C on the quarter section line in the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Twenty-eight (28), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37. The Public Highway to be vacated is adjacent to land owned by Tubbs Land and Cattle, L.L.C.

All of the Northwest-Southeast Public Highway, formerly known as County Road 9 and River Road, described as Lot C, consisting of 2.34 acres, and located in the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) of Section Twenty-seven (27), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 from the Northwest terminus of Lot D that is located on the quarter section line in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section Twenty-seven (27), Township Seven (7), Range One (1) East, B.H.M. Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 to the beginning of Lot B in the Southeast corner of the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of Section Twenty-seven (27), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37. The Public Highway to be vacated is adjacent to land owned by Tubbs Land and Cattle, L.L.C.

WHEREAS, the petition certified that the petitioners represent all of the adjoining landowners of the above-described public highways and roadways, and further certified that the public highways and roadways to be vacated are of platted public highways and roadways that are impassable, and/or dangerous for vehicular travel; petitioners further certified in said petition that many of the public highways or roadways to be vacated have not been used in the past twenty-one years; and the petitioners assert that the vacation of the above-described public highways and roadways is in the public interest and public safety; and

WHEREAS, the Fall River County Commission at a meeting of said Commission held December __, 2020, deemed it expedient that said matter should be proceeded with, ordered said petition filed with the Auditor of said County, fixed a time for hearing on the petition at the regular meeting of the Commission on Thursday, December 31, 2020, at 9:30 a.m. and directed that notice of said hearing be published once a week for two consecutive weeks in the Fall River County Herald-Star, the official newspapers of Fall River County, South Dakota; and

WHEREAS, due and legal notice of the hearing on said petition has been given and the Commission has investigated and considered the matter and it being established: that the petition contains the required number of signatures of registered voters; that all the adjoining landowners of the petitioned public highways and roadways to be vacated have signed the petition; that none of the portions of public highways and roadways exceed one mile in length; and that the public interest will be better served by the proposed vacations.

THEREFORE, BE IT RESOLVED AND ORDERED by the Fall River County Commission, that the public highways and roadways described as follows:

All of the Northwest-Southeast Public Highway, formerly known as County Road 9 and River Road, described as Lot A, consisting of 1.7 acres, and located in the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section Twenty-seven (27), Township Seven (7) South, Range One (1) East,

B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37, from the Southeast terminus of Lot B that is located on the quarter section line in the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section Twenty-seven (27), Township Seven (7), Range One (1) East, B.H.M. Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 to the beginning of Lot B on the section line of the Southeast Quarter of the Northeast Quarter of Section Twenty-eight (28), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37;

All of the East-West Public Highway, formerly known as County Road 9 and River Road, described as Lot B, consisting of .55 acres, and located in the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of Section Twenty-seven (27), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37, from the Northwest terminus of Lot C that is located in the Northwest corner of the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) of Section Twenty-seven (27), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 to the beginning of Lot A on the quarter section line located in the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section Twenty-seven (27), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37;

All of the Northwest-Southeast Public Highway, formerly known as County Road 9 and River Road, described as Lot C, consisting of 2.34 acres, and located in the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) of Section Twenty-seven (27), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 from the Northwest terminus of Lot D that is located on the quarter section line in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section Twenty-seven (27), Township Seven (7), Range One (1) East, B.H.M. Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 to the beginning of Lot B in the Southeast corner of the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of Section Twenty-seven (27), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37;

All of the Northwest-Southeast Public Highway, formerly known as County Road 9 and River Road, described as Lot B, consisting of 2 acres, and located in the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) of Section Twenty-eight (28), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 from the Northwest terminus of Lot A that is located on the section line in the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section Twenty-seven (27), Township Seven (7), Range One (1) East, B.H.M. Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 to the beginning of Lot C on the quarter section line in the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Twenty-eight (28), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37;

All of the East-West Public Highway, formerly known as County Road 9 and River Road, described as Lot C, consisting of .45 acres, and located in the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Twenty-eight (28), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 from the Northwest terminus of Lot B that is located on the quarter section line in the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) of Section Twenty-eight (28), Township Seven (7), Range One (1) East, B.H.M. Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 to the Southwest corner of the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Twenty-eight (28), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37; and

All of the Northwest-Southeast Public Highway, formerly known as County Road 9 and River Road, described as Lot A, consisting of .73 acres, and located in the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Thirty-four (34), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37 from the section line located between the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Thirty-four (34), Township Seven (7), Range One (1) East, B.H.M. Fall River County, South Dakota, and Northwest Quarter of the Northwest Quarter of Section Thirty-five (35), Township Seven (7), Range One (1) East, B.H.M., Fall River County, South Dakota, to the beginning of Lot F on the section line of the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of Section Twenty-seven (27), Township Seven (7) South, Range One (1) East, B.H.M., Fall River County, South Dakota, in the Public Highway Plat of January 6, 1921, Book 2 of Plats, Page 37.

be, and the same hereby are vacated, reserving, however, any easement and right-of-way presently existing for public utility or drainage purposes and that the public interest will be better served by said vacations.

Such vacations to take effect after the 30th day after the second publication of this Resolution unless the action has been appealed according to law.

Dated at Hot Springs, Fall River County, South Dakota, this 31st day of December, 2020.

APPROVED:

Joe Falkenburg, Chairman
Fall River County Commission

ATTEST

Sue Ganje, County Auditor

Dec 29 2020

To County Commissioners Fall River County

From Uriah Luallin 2244 Minnekahta Ave Hot springs South Dakota

Subject: Vacation of public right of way by Mark Tubbs

I believe it should be a rare occasion to vacate any right of way simply because we do not know what the future holds. These roads, paths and section lines have been of use and a part of the region since the settlement in the 1870's. This particular petition by Mr Tubbs is particularly concerning in that the current ROW is the only access to public land in sections 24 and 28. It is one of only two in section 27 to public land and its vacation would require a long detour to access the public land. This alone makes me against it. please take this into consideration when making your decision.

Your humble servant

A handwritten signature in black ink, appearing to be 'U. Luallin', written in a cursive style.

Uriah Luallin