

FALL RIVER COUNTY RESOLUTION #2021-01

WHEREAS, the Division of Purchasing and Printing of the State of South Dakota has competitively bid state contracts for the purchase of necessary supplies, equipment and materials for state and local governments, and

WHEREAS, the Fall River County Board of Commissioners is authorized to purchase necessary supplies, equipment and materials for its use, and

NOW THEREFORE, BE IT RESOLVED, that the Board of Fall River County Commissioners enter into an agreement with the Division of Purchasing and Printing of the State of South Dakota to purchase equipment, supplies and materials.

Dated this 7th day of January, 2021.

Chair
Fall River County Commission

ATTEST:

Sue Ganje
Fall River County Auditor

FALL RIVER COUNTY RESOLUTION #2021-02

WHEREAS, pursuant to SDCL 12-15-11, the Board of County Commissioners at their first meeting shall set a fee for Election Board and the mileage rate;

NOW THEREFORE BE IT RESOLVED, that the Fall River County Board of Commissioners have set the FLAT FEE FOR ATTENDANCE OF ELECTION SCHOOL AT \$15.00; and

BE IT FURTHER RESOLVED, that the Fall River Board of County Commissioners has set the fee for Election Boards for the Primary and General and all Special Elections as follows:

ALL ELECTION BOARDS WILL RECEIVE A FLAT FEE OF \$130.00; RESOLUTION AND ABSENTEE BOARDS WILL BE SET AT \$9.45 PER HOUR, and

ALL PROVISIONAL BOARDS WILL BE SET AT A \$20.00 FLAT FEE, and

BE IT FURTHER RESOLVED, that the Fall River County Commissioners set the mileage rate at \$.42 per mile for the transporting of ballots and ballot boxes by the precinct superintendent.

Dated this 7th day of January, 2021

Chair
Fall River County Commission

ATTEST:

Sue Ganje, County Auditor
Fall River County

FALL RIVER COUNTY RESOLUTION #2021-03

WHEREAS, pursuant to SDCL 7-7-9.1, 7-7-12 and 7-12-15 the Board of Commissioners by Resolution may establish the salary payable to the County Treasurer, County Auditor, County Register of Deeds, County State's Attorney and County Sheriff; and

WHEREAS, the salary may not be less than the following schedule and is based upon the most recent decennial federal census. The Fall River Census is 7,094.

Treasurer, Auditor, Register of Deeds - Population under 10,000: \$29,270.00;
State's Attorney - Population under 10,000: \$32,600.00
County Sheriff – Population under 10,000: \$41,256 plus 10% for jail admin

BE IT RESOLVED, that the Fall River Board of County Commissioners set the salaries as follows, effective January 1, 2020:

Treasurer, Teresa Pullen:	\$40,160.04
Auditor, Sue Ganje:	\$57,471.00
Reg. of Deeds, Mel Engebretson:	\$52,432.68
State's Attorney, Lance Russell:	\$71,316.12
Sheriff, Bob Evans	\$57,840.24

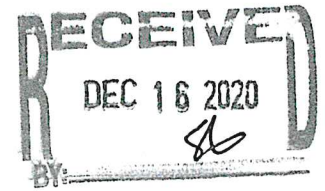
Passed and approved this 7th day of January, 2021.

Chair
Fall River Board of County Commissioners

ATTEST:

Sue Ganje
Fall River County Auditor


BANGSMcCULLEN
— LAW FIRM —



Bangs, McCullen, Butler, Foye & Simmons, L.L.P.

333 West Boulevard • P.O. Box 2670 • Rapid City, South Dakota 57709
T: (605)343-1040 • F: (605) 343-1503 • www.bangsmccullen.com

December 15, 2020

Via US Mail

GREGORY J. ERLANDSON
Direct Dial: (605) 394-5859
Email: gerlandson@bangsmccullen.com
kcollegeorge@bangsmccullen.com

Fall River County Auditor's Office
906 N. River Street
Hot Springs, SD 57747

Re: Spirit Canyon Road District

Dear Auditor:

I have enclosed the Petition for Creation of Spirit Canyon Road District. We are asking to waive any deposit or payment requirements pursuant to SDCL 6-16-12. If anything else is needed, please let me know.

Best Regards,

**BANGS, McCULLEN, BUTLER,
FOYE & SIMMONS, L.L.P.**

Katie Cole-George

Katie Cole-George
Paralegal to Gregory J. Erlandson

1st req mtg
in

STATE OF SOUTH DAKOTA) FALL RIVER BOARD OF COUNTY
FALL RIVER COUNTY) ss THE COMMISSIONERS

In re Spirit Canyon Road District,
Petitioners

**Petition for Creation of
Spirit Canyon Road District**

SDCL Ch. 31-12A

Comes now, Petitioners, pursuant to SDCL § 31-12A-3, who constitute not less than twenty-five percent of the eligible voters as defined in SDCL § 31-12A-1.2 who own land lying within the limits of the territory proposed to be organized into a road district and file this Petition with the Fall River Board of County Commissioners asking that a road district be organized to function in the territory described herein.

This Petition is filed with the Fall River County Auditor and shall be presented to the Fall River Board of County Commissioners for consideration at its next meeting.

This Petition conforms with the requirements of SDCL § 6-16-2 and sets forth the following:

- (1) The proposed name of the road district is the “Spirit Canyon Road District”.

- (2) There is need for road work in the territory described in this Petition.
- (3) The territory proposed to be organized as the Spirit Canyon Road District is shown on attached Exhibit "A" and described as follows:

Lots 1 through 35 of Red Canyon Subdivision located in the E1/2 of the NE1/4 of Section 9, the NW1/4 of Section 10, and a portion of the S1/2 of the SW1/4 Section 3, T7S, R3E, Black Hills Meridian, Fall River County, South Dakota.

- (4) Petitioners respectfully request that:
 - a. the Fall River Board of County Commissioners define the boundaries for the Spirit Canyon Road District;
 - b. that a referendum be held within the territory so defined on the question of the creation of a road district in the territory; and
 - c. that the board determine that such a district be created.

Petitioners attach and incorporate herein as Exhibit "A", pursuant to SDCL § 31-12A-2, a plat of Red Canyon Subdivision which is an accurate survey and map of the territory intended to be embraced within the limits of the road district, showing the boundaries and area of the Spirit Canyon Road District, which has been verified by the affidavit of the surveyor, and filed with the Fall

River County Register of Deeds on November 20, 2007, and recorded in Book XXIII of Plats on page 44 & 44A.

WHEREFORE, pursuant to SDCL §§ 31-12A-6 and 31-12A-11, Petitioners request an Order declaring that the territory shall, with the assent of the eligible voters, as specified in SDCL § 6-16-2,¹ in an election as provided in SDCL §§ 6-16-4 to 6-16-6,² inclusive, be

¹ **SDCL § 6-16-2. Petition--Number of signatories--Deposit for costs.** The application for organization shall be a petition verified by one or more circulators by affidavit stating that each affiant personally witnessed the signatures on the petition and believe the signatures to be genuine. Except as provided in this section, the Petition shall be signed by at least twenty-five percent of the registered voters within the proposed district. ... The Petition shall be accompanied by a deposit covering the estimated costs as determined by the county auditor of the public notices and the conduct of the election for the formation of the district. The county auditor may waive the deposit or payment requirement or may specify other arrangements for payment of the publication and election costs. If the district to be formed is a road district, the Petition shall conform to the requirements of § 31-12A-3 and shall be signed by at least twenty-five percent of the eligible voters of the district as defined in § 31-12A-1.2.

² **SDCL § 6-16-4. Notification of voter registration deadline.** The county auditor shall publish the notice of the voter registration deadline at least once each week for two consecutive weeks, the last publication to be not less than twenty-four nor more than thirty days prior to the election. If the eligible voters are defined as landowners only for the special district to be formed, the notice of the voter registration deadline does not need to be published. The auditor shall publish each notice of election at least once each week for two consecutive weeks, the last publication to be not less than four nor more than ten days before the election in at least one legal newspaper of general circulation in the proposed district.

SDCL § 6-16-5. Election on question of incorporation in districts containing less than one thousand voters--Election of directors or trustees. If the proposed district contains less than one thousand eligible voters as defined in § 6-16-6, the county auditor shall set a date, time, and

an incorporated road district by the name "Spirit Canyon Road District".

Respectfully submitted this 1st day of December, 2020.

location for a meeting to be held within the district, or at the county seat of any county in which a portion of the proposed district is located, to conduct an election on the question of formation of the special district. The date may not be more than sixty days after the appropriate board declares that the application for incorporation is valid. The auditor shall appoint three judges of election, one of whom shall serve as the superintendent, to conduct the election. The vote upon the question of incorporation shall be by ballot which conforms to a ballot for a statewide question except that the statement required to be printed on the ballot shall be prepared by the state's attorney. After the vote is cast and counted, the judges shall prepare a certification showing the whole number of ballots cast, together with the number voting for and the number voting against incorporation, and shall return the certification to the county auditor. ...

SDCL § 6-16-5.1. Election on question of incorporation in districts containing one thousand or more voters. If the proposed district contains one thousand or more eligible voters as defined in § 6-16-6, the county auditor shall set a date for an election to be held within the district, or at the county seat of any county in which a portion of the proposed district is located, on the question of formation of the special district.

....

VERIFICATION

I, Rodney M. Brown, pursuant to SDCL § 6-16-2, upon my oath state the following:

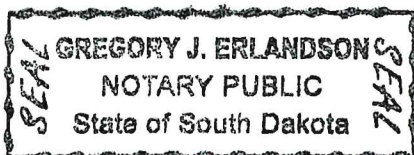
1. I, Rodney M. Brown, personally circulated and witnessed the signatures on this Petition and believe the signatures to be genuine.
2. Each person signing this Petition is believed to be a registered voter and eligible voter within the proposed road district.
3. There are 35 lots within the Red Canyon Subdivision. Exhibit A.
4. There are 22 owners of the 35 lots within the proposed road district.
5. At least twenty-five percent of eligible voters of the district as defined in SDCL § 31-12A-1.2 have signed the attached Petition.

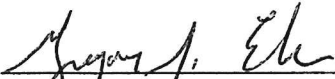
Dated this 9 day of December, 2020.



Rodney M. Brown

Subscribed and sworn to before me on this 9th day of December, 2020.

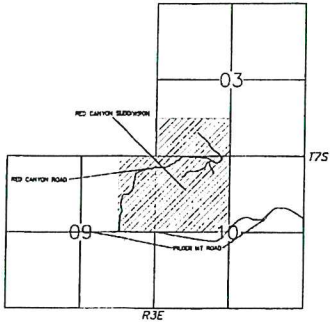




Notary Public
My comm. expires: My Commission Expires
November 26, 2024

444

VICINITY MAP (NO SCALE)



RED CANYON SUBDIVISION

PLAT OF LOTS 1 THROUGH 35 OF RED CANYON SUBDIVISION LOCATED IN THE E1/2 OF THE NE1/4 OF SECTION 9, THE NW1/4 OF SECTION 10, AND A PORTION OF THE S1/2 OF THE SW1/4 SECTION 3, T7S, R3E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA.

- CORNER SET THIS SURVEY REBAR WITH ALUMINUM CAP MARKED BUCKHORN SURVEYING R.L.S. 4896
- CORNER FOUND THIS SURVEY REBAR WITH ALUMINUM CAP MARKED ANDERSON 2842
- CORNER FOUND THIS SURVEY B.L.M./G.L.O. STONE MONUMENT
- CORNER SET THIS SURVEY REBAR WITH PLASTIC CAP MARKED LS 4896
- CENTERLINE OF 20' POWERLINE EASEMENT



LINE	DELTA	ARC	RADIUS	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
C1	0728.23	106.83	100.00	S72°52'30"	106.86	L1	S89°30'00"	46.33	L10	N12°00'00"	13.85
C2	1744.18	46.37	100.00	S72°52'30"	46.39	L2	S89°30'00"	38.18	L11	N12°00'00"	23.84
C3	8272.39	143.83	100.00	S11°33'24"	131.83	L3	S89°30'00"	38.18	L12	N42°48'00"	82.30
C4	2522.98	46.37	100.00	S89°12'00"	46.39	L4	N70°00'00"	33.00	L13	S89°30'00"	37.48
C5	2022.00	46.37	100.00	N27°13'13"	45.97	L5	N33°33'30"	33.00	L14	S72°12'00"	83.13
C6	5044.22	46.44	50.00	S40°33'30"	46.70	L6	S81°00'00"	33.00	L15	N27°12'00"	109.44
C7	2272.22	102.14	200.00	N73°15'15"	108.33	L7	S11°00'00"	33.00	L16	N42°48'00"	82.30
C8	1314.00	38.88	100.00	N73°15'15"	38.77	L8	N77°00'00"	33.00	L17	S27°12'00"	109.44
C9	1833.44	43.88	100.00	S27°15'15"	43.84	L9	N89°18'00"	33.00	L18	N42°48'00"	82.30
C10	2348.04	135.18	300.00	N73°47'15"	134.04	L10	N27°12'00"	33.00	L19	N89°18'00"	103.84
C11	1843.18	31.37	100.00	N48°47'15"	31.36	L11	S27°12'00"	33.00	L20	N12°00'00"	34.36
C12	4029.35	70.55	100.00	S23°10'00"	69.18	L12	N77°00'00"	33.00	L21	S18°48'00"	183.04
C13	3747.55	27.24	100.00	N73°15'15"	26.47	L13	S27°12'00"	33.00	L22	N89°18'00"	83.36
C14	4728.00	62.78	100.00	S23°10'00"	62.44	L14	N89°18'00"	33.00	L23	N27°12'00"	31.84
C15	2187.48	36.73	100.00	N81°10'00"	36.33	L15	N89°18'00"	33.00	L24	S27°12'00"	41.72
C16	2702.33	38.01	100.00	S81°10'00"	38.18	L16	N89°18'00"	33.00	L25	N89°18'00"	33.00
C17	3138.33	8.88	100.00	N89°18'00"	8.88	L17	N27°12'00"	60.47	L26	S27°12'00"	33.00
C18	2723.18	31.37	100.00	N48°47'15"	31.36	L18	S27°12'00"	60.47	L27	N12°00'00"	62.84
C19	6629.35	173.55	150.00	N87°11'15"	184.38	L19	S27°12'00"	61.84	L28	N12°00'00"	69.33
C20	8072.28	100.88	75.00	N70°11'15"	108.28	L20	S27°12'00"	61.84	L29	N12°00'00"	65.00
C21	2624.90	26.36	100.00	N70°11'15"	26.11	L21	S27°12'00"	61.84	L30	N12°00'00"	65.00
C22	1747.24	37.05	100.00	S13°30'00"	35.33	L22	S27°12'00"	61.84	L31	S47°24'00"	59.00
C23	1378.24	80.14	400.00	N73°15'15"	88.83	L23	N27°12'00"	61.84	L32	N89°18'00"	33.00
C24	2644.24	81.82	100.00	N11°33'00"	81.34	L24	S27°12'00"	61.84	L33	S89°18'00"	118.33
C25	1284.24	80.14	100.00	S11°33'00"	80.11	L25	S27°12'00"	61.84	L34	N89°18'00"	65.33
C26	3329.29	82.40	100.00	S47°15'00"	88.13	L26	N27°12'00"	61.84	L35	N89°18'00"	100.00
C27	3138.18	180.00	200.00	N47°04'15"	174.00	L27	N27°12'00"	61.84	L36	N89°18'00"	48.84
C28	2008.00	39.11	200.00	N47°04'15"	48.83	L28	S11°33'00"	65.17	L37	N89°18'00"	48.84
C29	3515.03	120.31	125.00	S47°04'15"	115.42	L29	S11°33'00"	65.17	L38	N89°18'00"	21.84
C30	2823.18	103.17	100.00	N47°04'15"	89.12	L30	N47°04'15"	22.84	L39	S11°33'00"	33.00
C31	1818.43	31.89	100.00	S47°04'15"	31.83						

NOTE
PILGER MT. ROAD, RED CANYON ROAD, EARP ROAD, COBY ROAD, AND HOOKCROCK ROAD ARE FOR PUBLIC ACCESS AND UTILITY EASEMENTS

09-12-2007
SCALE 1" = 300'

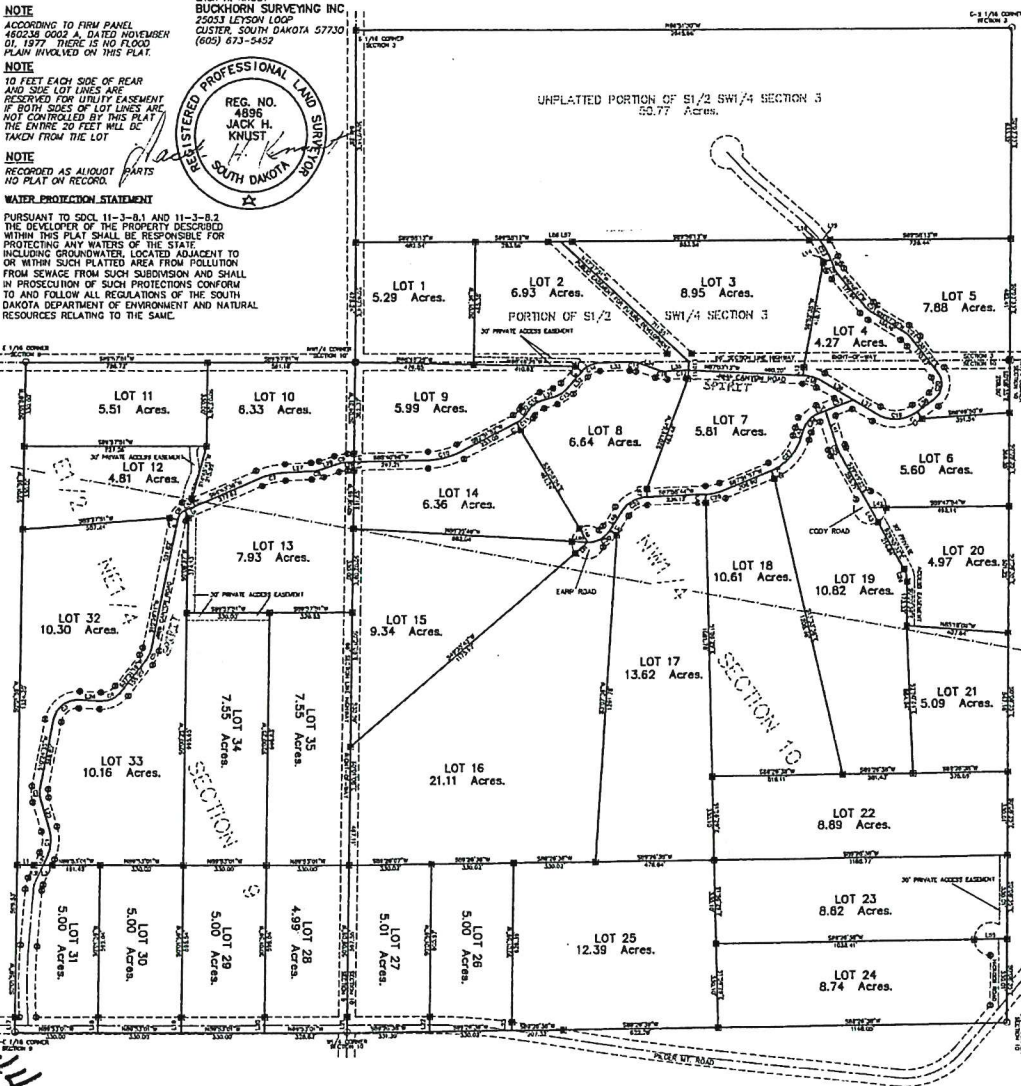
Change Road Name Red Canyon Road to Spirit Canyon Road
Bk 181st page 167

NOTE
ACCORDING TO FIRM PANEL 480238 0002 A DATED NOVEMBER 01, 1977 THERE IS NO FLOOD PLAIN INVOLVED ON THIS PLAT.

NOTE
10 FEET EACH SIDE OF REAR AND SIDE LOT LINES ARE RESERVED FOR UTILITY EASEMENT IF BOTH SIDES OF LOT LINES ARE NOT CONTROLLED BY THIS PLAT THE ENTIRE 20 FEET WILL BE TAKEN FROM THE LOT

NOTE
RECORDED AS ALIQUOT PARTS NO PLAT ON RECORD.

WATER PROTECTION STATEMENT
PURSUANT TO SDCL 11-3-0.1 AND 11-3-0.2 THE DEVELOPER OF THE PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATERS OF THE STATE INCLUDING GROUNDWATER LOCATED ADJACENT TO OR WITHIN SUCH PLATTED AREA FROM POLLUTION FROM SEWAGE FROM SUCH SUBDIVISION AND SHALL IN PROSECUTION OF SUCH PROTECTIONS CONFORM TO AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES RELATING TO THE SAME.



0419

RED CANYON SUBDIVISION

44A

PLAT OF LOTS 1 THROUGH 35 OF RED CANYON SUBDIVISION LOCATED IN THE E1/2 OF THE NE1/4 OF SECTION 9, THE NW1/4 OF SECTION 10, AND A PORTION OF THE S1/2 OF THE SW1/4 SECTION 3, T7S, R3E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA.

STATE OF SOUTH DAKOTA
COUNTY OF FALL RIVER S.S.

I, the Red Canyon Ranch, LLC DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND SHOWN AND DESCRIBED HEREON AND THAT WE DID AUTHORIZE AND DO HEREBY APPROVE THE SURVEY AND WITHIN PLAT OF SAID LAND. WE FURTHER CERTIFY THAT DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE

ZONING, SUBDIVISION, AND SEDIMENT CONTROL REGULATIONS. OWNERS: Don Kelly - President

ON THE 26th DAY OF September, 2007 BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED Don Kelly KNOWN BY ME TO BE THE PERSON(S) DESCRIBED IN THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

NOTARY PUBLIC Patrick A. Kuntz MY COMMISSION EXPIRES 8-16-2010



STATEMENT OF SURVEYOR FOR BUCKHORN SURVEYING INC.

I, JACK H. KNUST, REGISTERED LAND SURVEYOR NO. 4896 OF THE STATE OF SOUTH DAKOTA DO HEREBY STATE THAT BEING SO AUTHORIZED, THE SURVEY AND WITHIN PLAT OF THE LAND SHOWN AND DESCRIBED HEREON WERE MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE WITHIN PLAT IS A REPRESENTATION OF SAID SURVEY.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS 24th DAY OF September, 2007

FOR BUCKHORN SURVEYING INC.
BY JACK H. KNUST, REGISTERED LAND SURVEYOR: Jack H. Knust



CERTIFICATE OF COUNTY TREASURER

I, TREASURER OF FALL RIVER COUNTY, DO HEREBY CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON THE WITHIN DESCRIBED LANDS ARE FULLY PAID ACCORDING TO THE RECORDS OF MY OFFICE.

DATED THIS 20th DAY OF November, 2007

TREASURER: Lois Buchanan

CERTIFICATE OF HIGHWAY AUTHORITY

THE LOCATION OF THE PROPOSED ACCESS ROAD ABUTTING THE COUNTY OR STATE HIGHWAY OF THE CITY STREET, AS SHOWN HEREON IS HEREBY APPROVED ANY CHANGE IN THE LOCATION OF THE PROPOSED ACCESS SHALL REQUIRE ADDITIONAL APPROVAL.

HIGHWAY AUTHORITY: Randy Seely

RESOLUTION OF GOVERNING BOARD

STATE OF SOUTH DAKOTA
COUNTY OF FALL RIVER S.S.

WHEREAS THERE HAS BEEN PRESENTED TO THE COUNTY COMMISSIONERS OF FALL RIVER COUNTY, SOUTH DAKOTA THE WITHIN PLAT OF THE ABOVE DESCRIBED AND IT APPEARING TO THIS BOARD THAT:
a. THE SYSTEM OF ROADS CONFORMS TO THE SYSTEM OF ROADS OF EXISTING PLATS AND SECTION LINES OF THE COUNTY.
b. ADEQUATE PROVISION IS MADE FOR ACCESS TO ADJACENT UNPLATTED LANDS BY PUBLIC DEDICATION OF SECTION LINE WHEN PHYSICALLY ACCESSIBLE.
c. ALL PROVISIONS OF THE COUNTY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.
d. ALL TAXES AND SPECIAL ASSESSMENTS UPON THE PROPERTY HAVE BEEN FULLY PAID, AND
e. THE PLAT AND SURVEY HAVE BEEN LAWFULLY EXECUTED.

NOW HEREOF, BE IT RESOLVED THAT SAID PLAT IS HEREBY APPROVED THIS 20 DAY OF November, 2007

CHAIR PERSON, COUNTY COMMISSIONERS Michael R. Johnson

I, AUDITOR OF FALL RIVER COUNTY, DO HEREBY CERTIFY THAT AT AN OFFICIAL MEETING HELD ON THE 20th DAY OF November, 2007 THE COUNTY COMMISSIONERS BY RESOLUTION DID APPROVE THE PLAT AS SHOWN HEREON.

FALL RIVER COUNTY AUDITOR Artie



CERTIFICATE OF DIRECTOR OF EQUALIZATION

I, DIRECTOR OF EQUALIZATION OF FALL RIVER COUNTY, DO HEREBY CERTIFY THAT I HAVE ON RECORD A COPY OF THE WITHIN DESCRIBED PLAT, DATED THIS 20th DAY OF Nov, 2007

DIRECTOR OF EQUALIZATION: Jim Halla

CERTIFICATE OF REGISTER OF DEEDS

FILED FOR RECORD THIS 20th DAY OF November 2007 AT 10:10 O'CLOCK A.M.

AND RECORDED IN BOOK XXIII OF PLATS ON PAGE 44 & 44A

REGISTER OF DEEDS, FALL RIVER COUNTY Donna Hilkey

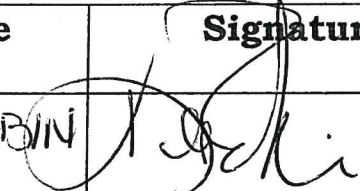
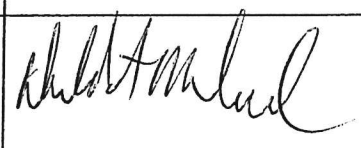
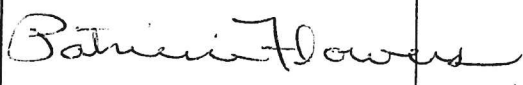
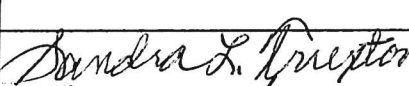



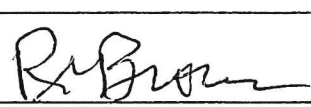


44A

Exhibit "B"

Petition for Creation of Spirit Canyon Road District

Each of the following, by their signature hereto, represent that they own property within Red Canyon Subdivision and are in favor of creating the Spirit Canyon Road District as set forth in the Petition, which is incorporated herein.

	Printed Name	Signature	Lot and Block	Date
R/B	KEITH L. PABIN		Lot 13	Dec. 3, 2020
R/B	Don McDaniel		Lot #2	Dec. 4, 2020
R/B	Patricia Flowers		Lot 33+ 34	Dec. 5, 2020
R/B	Sandra L. Truxton		Lot 26	Dec. 5, 2020
R/B	EARL J. TRUXTON		Lot 26	Dec 5 2020
R/B	Stephen D Upton		Lot 8 (tenant)	12-5-20
R/B	WILLIAM C. ORTH		LOT 14	12-7-2020
	Rod N. Brown		Lot # 15, 35	12-9-2020

Petition for Creation of Spirit Canyon Road District

Each of the following, by their signature hereto, represent that they own property within Red Canyon Subdivision and are in favor of creating the Spirit Canyon Road District as set forth in the Petition, which is incorporated herein.


Printed Name	Signature	Lot and Block	Date
MARK CROSSMAN		Lot 8, Sec 10 TWP 7, R63	12/8/2020

Exhibit "B"

Petition for Creation of Spirit Canyon Road District

Each of the following, by their signature hereto, represent that they own property within Red Canyon Subdivision and are in favor of creating the Spirit Canyon Road District as set forth in the Petition, which is incorporated herein.

Printed Name	Signature	Lot and Block	Date
Leslie L. Peters	<i>Leslie L. Peters</i>	Lot 3 Tract B	12 Dec 20

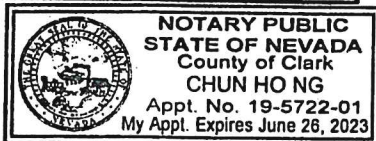
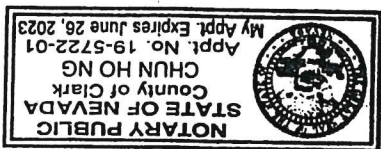
Subscribed and sworn to before me on this ____ day of

December, 2020.

Thomas

Notary Public

My comm. expires: 06/26/2023



146 943

Petition for Creation of Spirit Canyon Road District

Each of the following, by their signature hereto, represent that they own property within Red Canyon Subdivision and are in favor of creating the Spirit Canyon Road District as set forth in the Petition, which is incorporated herein.

RB
RB
RB
RB
RB
RB

Printed Name	Signature	Lot and Block	Date
KEITH L. PABIN		Lot 13	Dec. 3, 2020
Don McDaniel		Lot #2	Dec. 4, 2020
Patricia Flowers		Lot 33+ 34	Dec. 5, 2020
Sandra L. Truxton		Lot 26	Dec 5 2020
EARL J. TRUXTON		Lot 26	Dec 5 2020
Stephen D Upton		Lot 8 (tenant)	12-5-20
WILLIAM C. ORTH		Lot 14	12-7-2020
Rod M. Brown		Lot # 15, 35	12-9-2020

✓
12-04-2020
11-18-2020

✓

✓

✓


✓

✓

Exhibit "B"

Petition for Creation of Spirit Canyon Road District

Each of the following, by their signature hereto, represent that they own property within Red Canyon Subdivision and are in favor of creating the Spirit Canyon Road District as set forth in the Petition, which is incorporated herein.

Printed Name	Signature	Lot and Block	Date
MARK CROSSMAN		Lot 8, Sec 10 TWP 7, R 63	12/8/2020

✓

Exhibit "B"

Petition for Creation of Spirit Canyon Road District

Each of the following, by their signature hereto, represent that they own property within Red Canyon Subdivision and are in favor of creating the Spirit Canyon Road District as set forth in the Petition, which is incorporated herein.

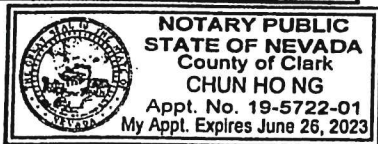
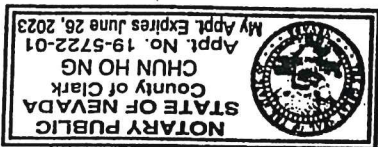
Printed Name	Signature	Lot and Block	Date
Leslie L. Peters	Leslie L. Peters	Lot 3 Tract B	12 Dec 20

✓

Subscribed and sworn to before me on this ____ day of
December, 2020.

Thomas

Notary Public
My comm. expires: 06/26/2023



**CONTRACT FOR HOUSING OF PRISONERS AND DETAINEES
IN THE PENNINGTON COUNTY JAIL**

Comes now, the Pennington County Sheriff (PCSO), located at 300 Kansas City Street in Rapid City, South Dakota and the Fall River County Sheriff (FRCSO), located at 906 N. River Street, Hot Springs, SD 57747, and agree as follows:

WHEREAS, PCSO manages and operates the Pennington County Jail located at 307 Saint Joseph Street in Rapid City, South Dakota used for housing of prisoners and detainees and that FRCSO does not have adequate facilities in Fall River County (FRC) for the housing of prisoners and detainees, and

WHEREAS, PCSO is willing to enter an agreement with FRCSO for the housing of prisoners and detainees from FRC under the terms and conditions set forth herein.

ACCORDINGLY, the parties stipulate and agree as follow:


1. PCSO agrees to house and take care of prisoners and detainees of FRC, provide food, clothing, bedding, shoes, hygiene supplies, and other items provided to Pennington County (PC) prisoners on a daily basis. Supervision will be provided by PCSO or its designee in accordance with the written document known as the PC Jail Policies and Procedures Manual. In return for said services being performed by PCSO, FRCSO agrees to pay PCSO [\$85] per day for each inmate day. PCSO will bill for the day of arrival but not for the day of departure.
2. FRCSO herein agrees and understands that it is their responsibility to transport prisoners to the PC Jail at their expense and to provide transportation for prisoners to and from Court at the expense of FRCSO. FRCSO further agrees and understands that it is the responsibility of FRCSO to know when prisoners of FRC are to be in Court. FRCSO also agrees that PCSO does not routinely provide transportation for inmates to Court, Video Court, or medical facilities. FRCSO herein agrees and understands that if transportation is requested by FRCSO and agreed to by PCSO, PCSO will bill transportation costs to FRCSO at [\$0.68] per mile and [\$35.00] per hour for one deputy/guard and an additional [\$35.00] per hour for any additional deputy/guard, as deemed necessary by PCSO. Transportation costs include moving prisoners to video court within the PC Jail. All transport costs have a minimum fee of one hour, with billing occurring in ¼-hour increments after the first hour.

3. FRCSO herein agrees and understands that PCSO will, when necessary, provide extraordinary and emergency medical or dental care for prisoners or detainees of FRC, that FRCSO will pay the entire expense associated with said extraordinary and emergency medical or dental care; including transportation to and from medical or dental facilities, hospital expenses, drug expenses, doctor expenses, guard fees and any other necessary and proper expenses born by PCSO in connection with extraordinary and emergency medical and dental care. FRCSO herein further agrees and understands that the determination as to whether or not medical or dental care is an emergency will be left to the discretion of the PCSO or his designee. If extraordinary care is indicated, the PCSO will consult with FRCSO to determine proper and reasonable medical care for which FRCSO will be financially responsible.
4. FRCSO herein agrees and understands that PCSO will bill FRCSO for prisoners and detainees held by PCSO for FRCSO. Said bill shall include the cost of each days housing or lodging at the rate of [\$85] per day and any and all medical, mental health, dental or physician care incurred by PCSO. FRCSO agrees to reimburse PCSO on a monthly basis for all bills submitted by PCSO.
5. FRCSO herein agrees and understands that all prisoners and detainees of FRC housed in the PC Jail are subject to supervision provided by the PCSO or his designee in accordance with the written documentation known as the PC Jail Policies and Procedures Manual and any and all State standards that may be forthcoming by the South Dakota legislature or other authorized committee or agency of the State of South Dakota.
6. FRCSO agrees to hold harmless and indemnify PC, PCSO and its officers, agents and employees, from and against any and all claims, actions, suits, damages, liability, judgments or other proceedings, including attorney fees and court costs, which may arise as a result of FRC prisoners and detainees being housed in the PC Jail and receiving medical or dental care and transportation services, all as contemplated and authorized in this Agreement. This section does not require FRCSO to hold harmless and indemnify PC, PCSO and its officers, agents and employees from claims or liability arising solely from the acts or omissions of PCSO, its officers, agents and employees.
7. The parties to this agreement herein fully agree and understand that PCSO may cancel this agreement by giving thirty (30) days written notice to the FRCSO. Said notice shall be sent by certified or registered mail. FRCSO herein agrees and understands it shall have no claim or claims of any kind against PC or the PCSO for cancellation of this agreement. FRCSO further agrees and understands that should PCSO wish to alter any terms or conditions of this agreement, including the cost of housing prisoners, that said alterations or changes shall be provided in writing to the FRCSO by certified mail and FRCSO herein agrees and understands that said

alterations or changes shall commence and take full force and effect thirty (30) days after notice of the same is received by FRCSO.

8. The parties to this agreement specifically agree and understand that any and all changes in this agreement shall be made in writing and attached to the master copy of this agreement which shall be held by PCSO. The parties to this agreement do further agree and understand that this agreement constitutes the complete understanding and agreement of the parties hereto and that no other oral agreements have been made that are binding upon the parties hereto.
9. FRCSO herein agrees to provide copies of the authority to PCSO to hold a prisoner or detainee. The authority to hold shall be either an Order of the Court, Warrant of Arrest and/or Complaint, Bench Warrant, Traffic Citation, Sentence, together with the signature of the officer delivering said prisoner or detainee on a form entitled Custody Authorization Form. PCSO reserves the right to reject any prisoner or detainee delivered without adequate authorization. Said paperwork is the consent of FRCSO for PCSO to bill FRCSO under the terms and conditions of this agreement or future addendum or modification of this contract.
10. FRCSO hereby acknowledges that PC is the owner of the PC Jail and that the operation and management of said Jail is vested in PCSO. Any rights, terms or condition provided for in the PC Jail as part of this agreement vests in, and is subject to, the ultimate control of PCSO.
11. Effective Date/Term of this Agreement is January 01, 2021 thru December 31, 2021.

Dated this 17 day of December, 2020.



Kevin Thom, Pennington County Sheriff (PCSO)

Dated this 30th day of December, 2020.



Robert Evans, Fall River County Sheriff (FRCSO)

Assessed Value

State Factor

Mil Levy

Taxes

Basic Tax Calculation

\$100,000

.85

20

\$1,700

Assessed Value Increases, Mil Levy decreases

\$200,000

.85

10

\$1,700

Assessed Value remains same, State increases factor

\$100,000

1.00

20

\$2,000

Calculating Ratios

Good Value

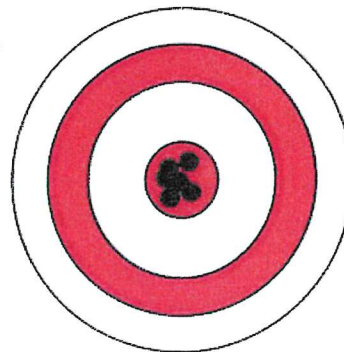
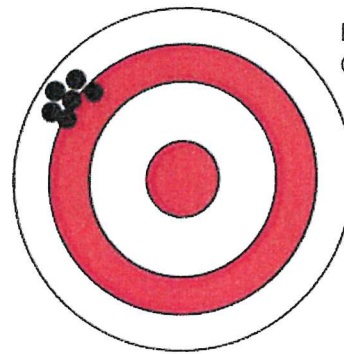
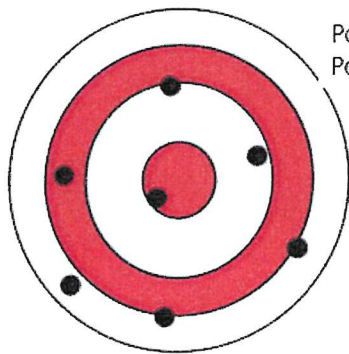
Under Assessed

Over Assessed

Assessed Value	\$125,000	\$300,000	\$75,000
÷	÷	÷	÷
Selling Price	\$130,000	\$500,000	\$50,000
=Sales Ratio	= 96%	=60%	=150%

Sales Ratio – How close we are to market value

COD – How closely our sales are grouped together



Sample of our Sales Ratio sheet for this year:

AREA	SELL PRICE	ASSESSED VALUE	RATIO
Lake - Front	70000	45000	64%
Lake - Front	70000	45000	64%
Lake - Front	68001	45000	66%
Lake - Surround	33000	31000	94%
Lake - Surround	32000	31000	97%
Lake - Surround	32000	31000	97%
HS-Golf Course	42000	17230	41%
HS-Golf Course	35000	16530	47%
HS-Golf Course	16667	8480	51%
HS-Golf Course	16667	8600	52%
HS-Golf Course	28000	16370	58%
HS-Golf Course	24000	15470	64%
Fall River Rd	279000	202700	73%
Fall River Rd	395000	304310	77%
Fall River Rd	406000	322780	80%

Low Ratio
Good COD
-will increase values

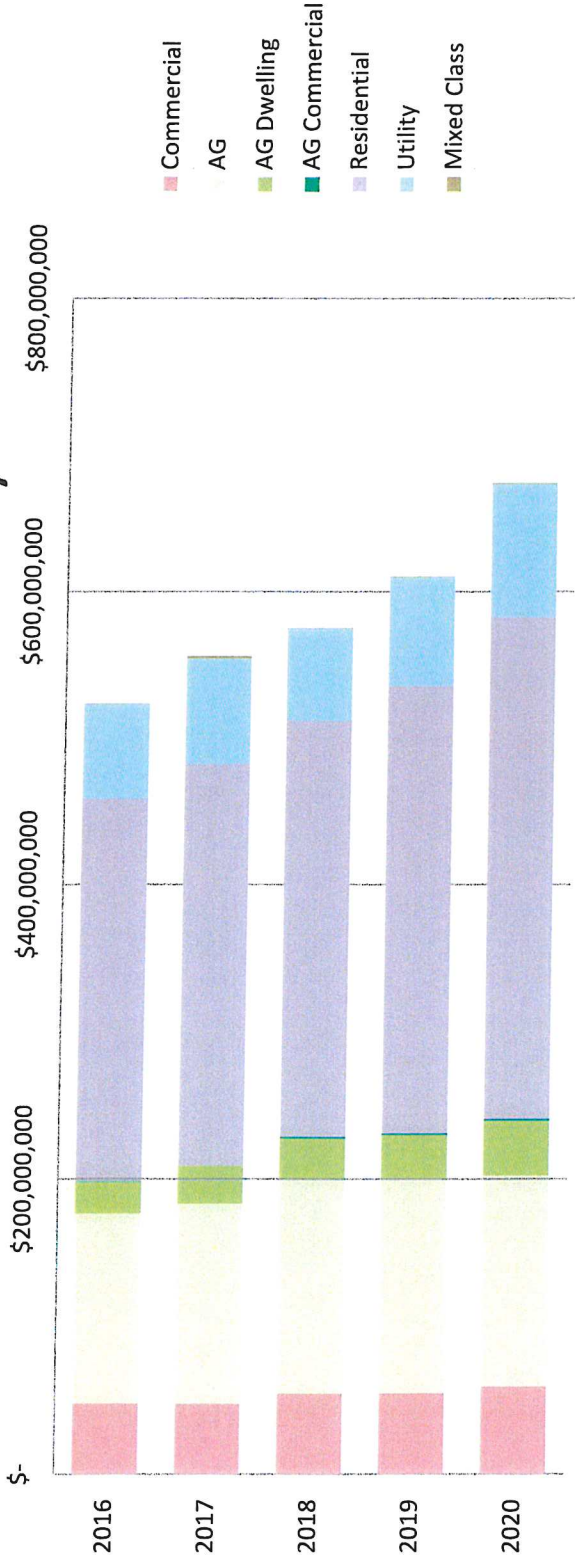
Good Ratio
Good COD
-will keep values the same

Low Ratio
Medium COD
-will increase values

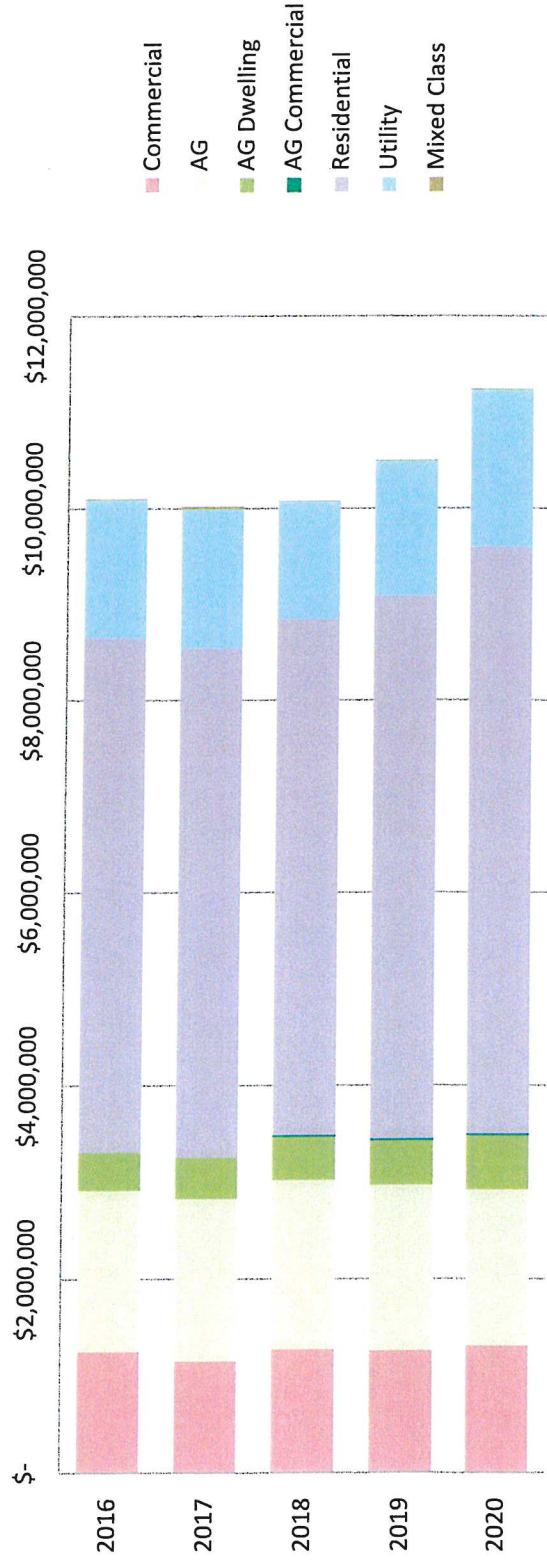
Low Ratio
Good COD
-will increase values

- Three of the four areas will see increased values
- All 3 areas will see a different percentage of increase
- This shows the importance of MAP areas

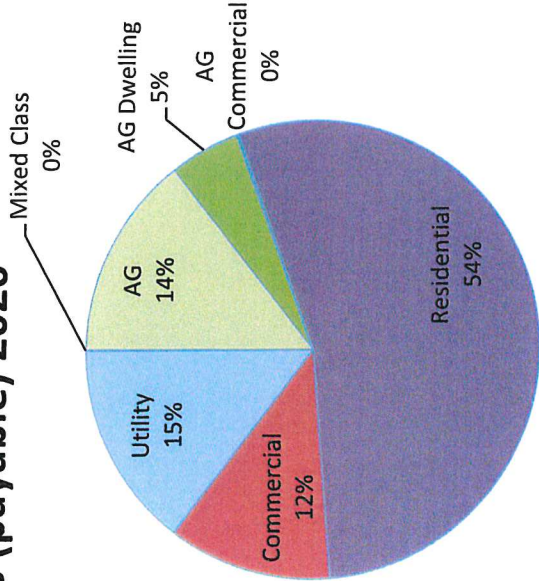
Taxable Value - Fall River County



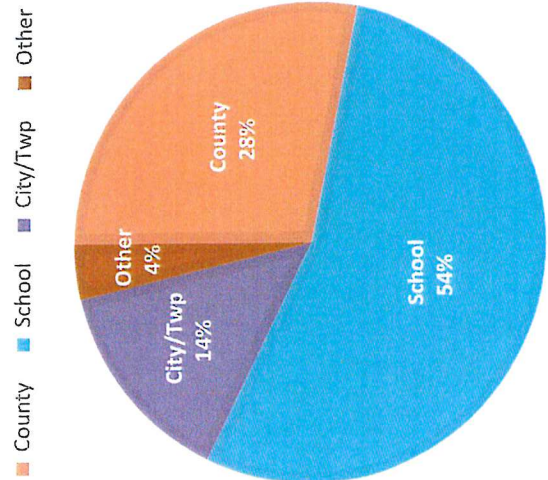
Taxes - Fall River County



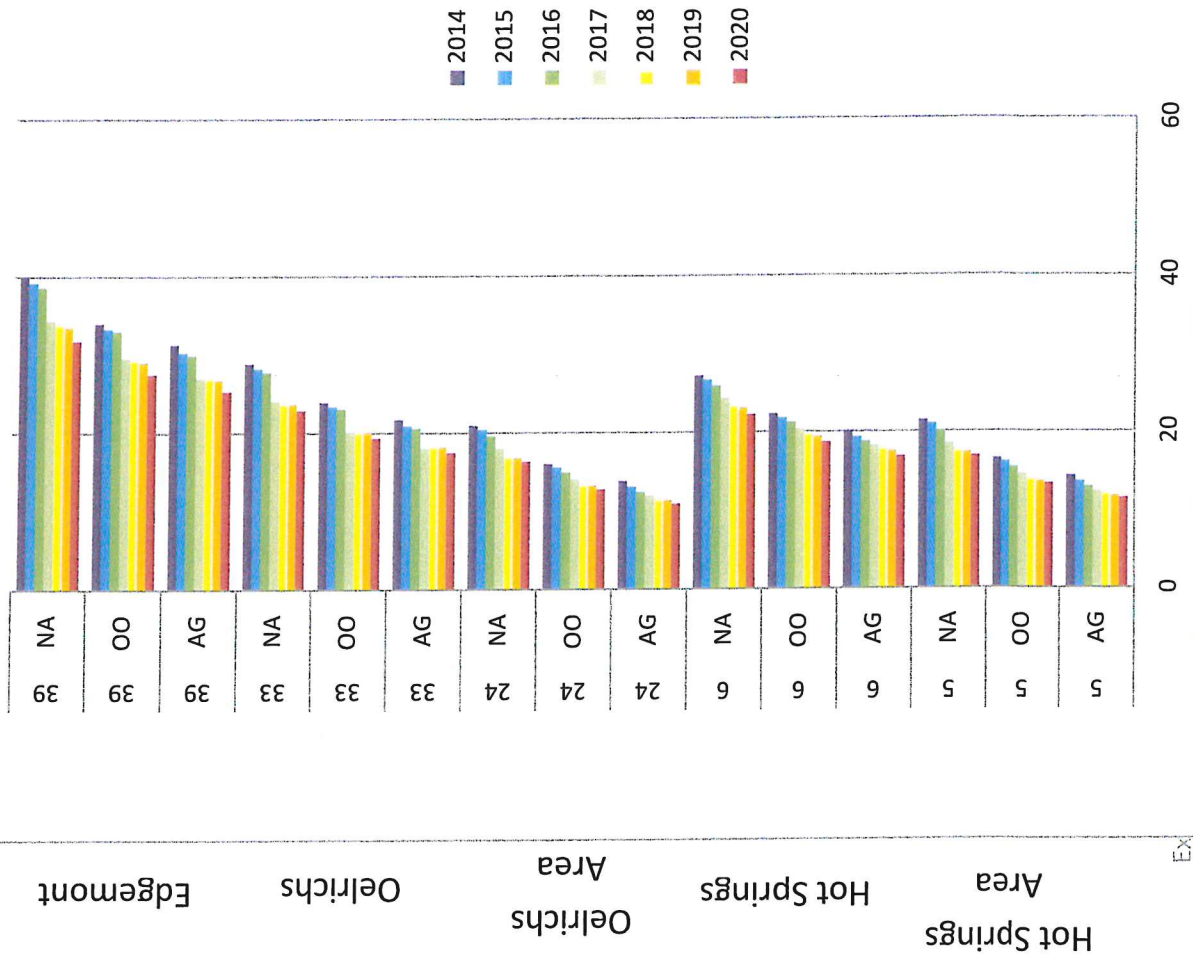
Taxes (payable) 2020



2020 TAX DISTRIBUTION

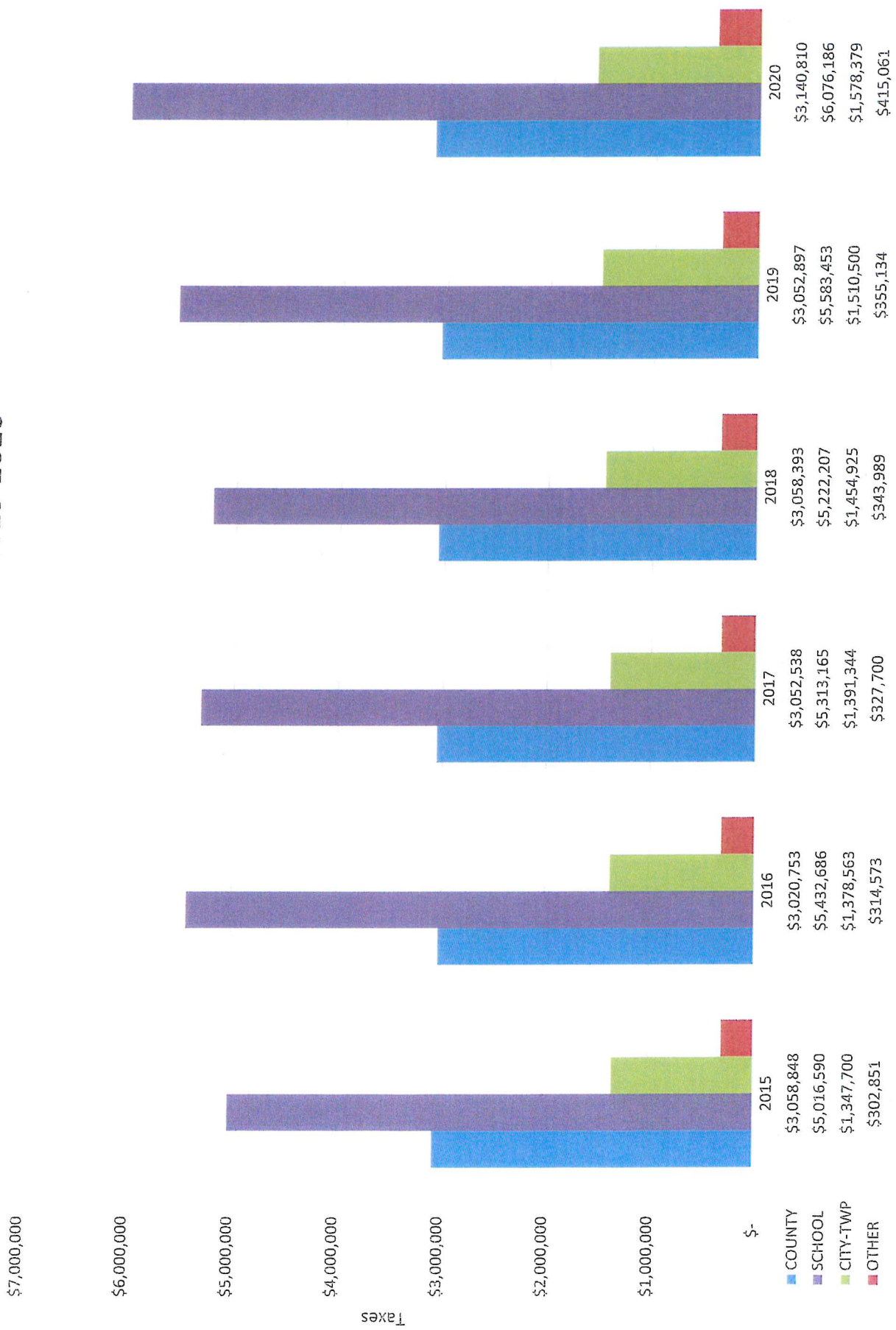


Mill Levies by Tax District, Class and Year



Ex

Distribution of Taxes 2015-2020



The 'Other' category includes entities such as: road districts, fire departments, and library.

Taxable Value by Class (total and percentage of county total)

YEAR	AG	AG Dwelling	AG Commercial	Residential	Commercial	Utility	Mixed Class	Total
2010	\$ 89,629,505	\$ 14,069,810	\$ 71,400	\$ 210,523,420	\$ 47,846,915	\$ 51,511,459	\$ 0	\$ 413,652,509
	21.7%	3.4%	0.0%	50.9%	11.6%	12.5%	0.0%	
2017	\$ 135,567,450	\$ 26,097,190	\$ 25,260	\$ 272,729,900	\$ 47,602,300	\$ 72,257,115	\$ 1,737,770	\$ 556,016,985
	24.4%	4.7%	0.0%	49.1%	8.6%	13.0%	0.3%	
2018	\$ 144,730,140	\$ 28,125,610	\$ 909,330	\$ 283,271,420	\$ 54,692,810	\$ 63,221,121	\$ 287,760	\$ 575,238,191
	25.2%	4.9%	0.2%	49.2%	9.5%	11.0%	0.1%	
2019	\$ 145,401,170	\$ 29,833,470	\$ 915,730	\$ 304,605,870	\$ 54,825,180	\$ 74,449,551	\$ 438,890	\$ 610,469,861
	23.8%	4.9%	0.2%	49.9%	9.0%	12.2%	0.1%	
2020	\$142,763,610	\$ 37,498,320	\$ 1,007,660	\$ 341,763,700	\$ 59,445,950	\$ 91,243,056	\$ 481,340	\$ 674,203,636
	21.2%	5.6%	0.1%	50.7%	8.8%	13.5%	0.1%	

Taxes by Class (total and percentage of county total)

YEAR	AG	AG Dwelling	AG Commercial	Residential	Commercial	Utility	Mixed Class	Total
2010	\$ 1,325,127	\$ 261,161	\$ 1,497	\$ 4,509,581	\$ 1,363,286	\$ 1,187,732	\$ 0	\$ 8,648,383
	15.3%	3.0%	0.0%	52.1%	15.8%	13.7%	0.0%	
2017	\$ 1,674,612	\$ 431,082	\$ 468	\$ 5,280,701	\$ 1,153,181	\$ 1,447,820	\$ 34,845	\$ 10,022,710
	16.7%	4.3%	0.0%	52.7%	11.5%	14.4%	0.3%	
2018	\$ 1,750,205	\$ 448,081	\$ 16,008	\$ 5,354,265	\$ 1,273,272	\$ 1,229,418	\$ 8,265	\$ 10,079,514
	17.4%	4.4%	0.2%	53.1%	12.6%	12.2%	0.1%	
2019	\$ 1,710,355	\$ 460,936	\$ 15,835	\$ 5,639,901	\$ 1,259,511	\$ 1,404,653	\$ 10,793	\$ 10,501,984
	16.3%	4.4%	0.2%	53.7%	12.0%	13.4%	0.1%	
2020	\$ 1,611,880	\$ 561,367	\$ 16,848	\$ 6,093,665	\$ 1,309,674	\$ 1,637,658	\$ 9,732	\$ 11,240,824
	14.3%	5.0%	0.1%	54.2%	11.7%	14.6%	0.1%	

*Year listed is the year taxes were due

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," the parties. 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.

Oglala Lakota County and Fall River County, 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
Register of Deeds	\$17,175.25
Treasurer	\$17,175.25

Oglala Lakota County shall also pay to Fall River County \$25,000 for the services and compensation of the State's Attorney, and an additional \$10,000 for a Conflict or Deputy State's Attorney, for a total of \$35,000. Any unused amount for the Conflict or Deputy State's Attorney shall be reimbursed to Oglala Lakota County at the termination of this contract.

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 _____, 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



Dear Colleague,

The new year gives all of us a chance to reset and refresh. If your organization's 2021 plans include thinking about how to help people start recovering from the financial impact of the pandemic, the FTC would like to help you.

I am enclosing four fact sheets that you might find useful in the current climate. These come from the FTC's site, **Consumer.gov** (**Consumidor.gov** in Spanish), where there are even more materials to help people manage their money and credit, and avoid scams.

- **Make a Budget**
- **Making a Budget Worksheet**
- **Using Credit**
- **Managing Debt**

You can order these printed materials, and many more, for free at **BulkOrder.ftc.gov**. Shipping is free, too, so order what you need, if you're distributing materials to people in your network.

The FTC's Midwest Region Office covers 11 states in the surrounding area, including yours. The Chicago-based staff conduct fraud investigations, bring cases, and engage in outreach throughout the region. The agency also produces articles, blog posts, graphics, videos, and other materials — all in the public domain, and all in English and Spanish. You're free to republish, repurpose, rebrand, and generally make the FTC's materials your own.

I invite you to check out our free materials and use them in your newsletters, websites, or social media channels. To keep up with the latest scams and tips, sign up for consumer alerts: **ftc.gov/consumeralerts**. And if your organization holds webinars, Facebook Live, or other virtual meetings, please let me know if you would welcome an FTC speaker on topics including scams, fraud, identity theft, or managing money, credit, and debt. We would be pleased to work with you.

With best regards for a healthy 2021,

A handwritten signature in black ink that reads "Todd M. Kossow".

Todd M. Kossow
Director
Federal Trade Commission – Midwest Region
tkossow@ftc.gov



Making a Budget

A budget is a plan that shows you how you can spend your money every month. Making a budget can help you make sure you do not run out of money each month. A budget also will help you save money for your goals or for emergencies.

How do I make a budget?

- Write down your expenses. Expenses are what you spend money on. Expenses include:

Bills:

- > bills that are the same each month, like rent
- > bills that might change each month, like utilities
- > bills you pay once or twice a year, like car insurance

Other expenses, like:

- > food
- > gas
- > entertainment
- > clothes
- > school supplies
- > money for family
- > unplanned expenses, like car repairs or medical bills
- > credit card bills

You might have bills that change every month. Look at what you paid for the same month last year. You might need \$200 for your gas bill in January, but \$30 in July.

- Write down how much money you make. This includes your paychecks and any other money you get, like child support.
- Subtract your expenses from how much money you make. This number should be more than zero. If it is less than zero, you are spending more money than you make. Look at your budget to see what you do not need or what you could spend less on.

Making a Budget

How do I use my budget?

You can use your budget every month:

- At the beginning of the month, make a plan for how you will spend your money that month. Write what you think you will earn and spend.
- Write down what you spend. Try to do this every day.
- At the end of the month, see if you spent what you planned.
- Use the information to help you plan the next month's budget.



Make a Budget

Use this worksheet to see how much money you spend this month. Then, use this month's information to help you plan next month's budget.

Some bills are monthly and some come less often. If you have an expense that does not occur every month, put it in the "Other expenses this month" category.

MONTH _____ YEAR _____

My income this month

Income	Monthly total
Paychecks (salary after taxes, benefits, and check cashing fees)	\$
Other income (after taxes) for example: child support	\$
Total monthly income	\$

Income

My expenses this month

	Expenses	Monthly total
HOUSING	Rent or mortgage	\$
	Renter's insurance or homeowner's insurance	\$
	Utilities (like electricity and gas)	\$
	Internet, cable, and phones	\$
	Other housing expenses (like property taxes)	\$
FOOD	Groceries and household supplies	\$
	Meals out	\$
	Other food expenses	\$
TRANSPORTATION	Public transportation and taxis	\$
	Gas for car	\$
	Parking and tolls	\$
	Car maintenance (like oil changes)	\$
	Car insurance	\$
	Car loan	\$
	Other transportation expenses	\$



Make a Budget

	Expenses	Monthly total
HEALTH	Medicine	\$
	Health insurance	\$
	Other health expenses (like doctors' appointments and eyeglasses)	\$
PERSONAL AND FAMILY	Child care	\$
	Child support	\$
	Money given or sent to family	\$
	Clothing and shoes	\$
	Laundry	\$
	Donations	\$
	Entertainment (like movies and amusement parks)	\$
	Other personal or family expenses (like beauty care)	\$
FINANCE	Fees for cashier's checks and money transfers	\$
	Prepaid cards and phone cards	\$
	Bank or credit card fees	\$
	Other fees	\$
OTHER	School costs (like supplies, tuition, student loans)	\$
	Other payments (like credit cards and savings)	\$
	Other expenses this month	\$
Total monthly expenses		\$

Expenses

$$\begin{array}{ccc}
 \boxed{\$ \quad \quad \quad} & - & \boxed{\$ \quad \quad \quad} & = & \boxed{\$ \quad \quad \quad} \\
 \text{Income} & & \text{Expenses} & &
 \end{array}$$

Maybe your income is more than your expenses. You have money left to save or spend.

Maybe your expenses are more than your income. Look at your budget to find expenses to cut.



Using Credit

You can build a credit history or improve your credit history. One way is to get credit and use it wisely. That takes time.

How can I get credit?

If you do not have credit, the best place to start is with a credit card.

Compare several credit cards. Apply for the one that gives you the best deal. Look for:

- a low annual fee
- a low APR, or annual percentage rate
- lower fees:
 - if a payment is late
 - if you go over your credit limit
- a long grace period. This is the time between when you spend money and when the card charges you interest. Look for one that is at least 25 days long.

If you cannot get a regular credit card, try to get a secured credit card. Apply only for cards that report your history to the three credit reporting companies.

Look for a secured card with:

- no application fee
- a low APR, or annual percentage rate
- lower annual fees
- no processing fees
- higher interest rates on the money you deposit



Using Credit

How can I improve my credit?

You can use credit to build and improve your credit history.

- Use your credit card a few times a month.
- Buy things you can pay for that month.
- Pay the whole credit card bill every month. Do not leave a balance on your card.
- Pay your bill by the date it is due. Paying even one day late will cost you money.

People who do this start to see a better credit history. But it takes time.



Managing Debt

If you owe money you cannot repay, you need a plan. Do not ignore the problem. There are people who can help you.

Where do I start?

- Make a budget
 - Write down what you make and spend in a month
 - Look at where your money goes
 - Look for ways to save money
- Call the companies where you owe money
 - Explain why you have trouble paying the bill
 - Ask for a plan to let you pay less each month
- Get help from a credit counselor

How can I get help?

Look for a credit counselor who will meet you in person. Then ask questions. These questions will help you select a counselor:

- What can you do to help me?
- How much will I have to pay?
- Do you have free education and information?
- Are you licensed to work in my state?

Look for a credit counselor who can do the most for you. You might have to pay some money for help. But a good credit counselor will not ask you to pay in advance.



What do I do about calls from debt collectors?

When you talk to a debt collector:

- Keep a notebook by your phone or with you.
- Ask: What is your name, company, address, and phone number? Write the answers. Write the date and time you talked.
- Say: I will only talk when I get the written validation notice.
- If the collector threatens you or uses bad language, hang up. He is breaking the law.
- You can file a complaint about a debt collector by calling the Federal Trade Commission at 1-877-382-4357.

When you get the validation notice:

- See if you recognize the debt. The notice should list the “creditor.” The creditor is the person you owe money to. You can call the creditor to get more information.
- If you do not think the debt is yours, follow the instructions in the notice. It should tell you what to do next to question the debt.
- If the debt is yours, make a plan for how to pay it. Talk to a credit counselor.

If you want the collector to stop calling:

- Write a letter to the debt collector. Tell him to stop calling you immediately. Send the letter by Certified Mail and ask for a “return receipt.” The law says he must stop calling you when he gets your request in writing.
- If that debt collector still calls, file a complaint. Call the Federal Trade Commission at 1-877-382-4357.

AMERICAN STEWARDS

of Liberty

December 14, 2020

Dear Member,

We have finally completed the updated Guide on how to use the powerful Coordination strategy that requires Federal agencies to make Federal plans and policies consistent with local plans and policies.

It is titled, [The Policy Coordination Guide for Local Governments](#), and it includes 125 pages of background, strategies and tools you can use to implement this process in your area.

With the outcome of the 2020 Presidential election still undecided, now more than ever it is critical that we prepare to defend our rights at the local level, in every community. Importantly, because of the work we have been able to do in Washington, D.C., we are ready to release this updated version and help push policy coordination to the next level.

When local governments first insisted policy coordination be carried out in the early 1990's, it was summarily dismissed. Nevertheless, many counties and special districts pressed on and achieved remarkable successes that protected their communities from harmful policies. You will learn about some of these in the new Guide.

Over the last four years we have prepared the way to take another step forward and insist the Federal agencies fulfill "*actual*" policy coordination with local governments — regardless of who is President.

The new Guide captures the past 20+ years of experience providing instruction on how to take coordination to the next level. It includes:

- * Legal analysis of the Federal Coordination Provision;
- * Step-by-step instructions on how to organize, initiate, and carry out policy coordination;
- * Model Coordination Resolution and Agreement; and
- * Guidance on how to write effective policies for consistency with Federal policies.

There has never been a more pressing reason than the 2020 Presidential election for Americans to implement coordination in every local jurisdiction. Individually, we have limited impact on the national political agenda. But, at the local level, we can join our like-minded neighbors and elected officials insisting Federal policies be consistent with local policies through the coordination process.

This is how we can fight against radical agendas being implemented in our communities — agendas that erode the very principles our nation was founded upon.

Joe Biden's response to a Pennsylvania farmer during the campaign was chilling. She asked how a small farmer was to continue operating under the Green New Deal restrictions. He confidently

explained she would be allowed to place her land in a "land bank," and be paid to plant the crops the establishment determined were acceptable.

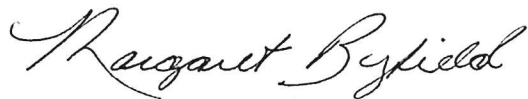
His plan is to regulate landowners until we concede and give up our private property rights. This is straight out of the socialist playbook.

The radical environmental coup is no surprise to us, nor I suspect to you. They have been pursuing their agenda quietly for decades. What is different today is that it is openly embraced at the highest levels of our political system. They are no longer hiding their intent from the American people.

We are that close to losing the fundamental principles of our Nation. We need to employ every tool we have to defend our rights. Policy Coordination through your local governments is one of the critical tools you can deploy.

We look forward to getting this Guide into your hands.

Warm regards,

A handwritten signature in cursive script that reads "Margaret Byfield". The signature is written in black ink and is positioned above the typed name and title.

Margaret Byfield
Executive Director

P.S. As always, we appreciate the gifts you make to ASL, especially at this time of year as we prepare for what lies ahead in the battle to protect property rights.