

**FALL RIVER COUNTY UNAPPROVED MINUTES OF FEBRUARY 18, 2021**

The Fall River Board of County Commissioners met in regular session on February 18, 2021. Present: Joe Allen, Les Cope, Joe Falkenburg, Heath Greenough, Deb Russell and Sue Ganje, Auditor.

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

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

Motion made by Greenough, seconded by Russell, to approve the agenda, with a correction to reflect rescinding Resolution 2021-10, rather than Resolution 2021-04 under the Dustin Ross, Andersen Engineering 10:30 a.m. time spot.

Motion made by Russell, seconded by Allen, to approve the minutes of January 21, 2021 and February 4, 2021.

Motion made by Greenough, seconded by Russell, to approve the auditor's account as follows:

**AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER**

TO THE HONORABLE BOARD OF FALL RIVER COUNTY COMMISSIONERS:

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on the 31<sup>st</sup> day of January 2021.

<b>Total Amount of Deposit in First Interstate Bank, HS:</b>	\$ 1,529,069.77
<b>Total Amount of Deposit in First National Bank, Lead:</b>	\$ 1,000.00
<b>Total Amount of Cash:</b>	\$ 1,576.29
<b>Total Amount of Treasurer's Change Fund:</b>	\$ 900.00
<b>Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:</b>	\$ 82,401.84
<b>SAVINGS:</b>	
First Interstate Bank, HS:	\$ 309,898.35
First National Bank of Lead: ICS Acct	\$ 1,044,001.53

**CERTIFICATES OF DEPOSIT:**

First Interstate, HS:	\$	772,669.12
Black Hills Federal Credit Union, HS:	\$	250,000.00
Bank of the West, HS:	\$	535,697.41
Schwab Treasury:	\$	258,023.28
First National Bank, Lead:	\$	306,046.60
Black Hills Community, Rapid City:	\$	805,786.21
Liberty National, Sioux Falls:	\$	4,000,000.00

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

Register of Deeds Change Fund:	\$	500.00
Highway Petty Cash:	\$	20.00
Election Petty Cash:	\$	15.00

**RETURNED CHECKS:**

Brun, Cyril	9/2/2020	\$	806.60
Rhew, Todd & Janet	9/9/2020	\$	276.80
Schmit, Troy	10/20/2020	\$	85.60
Caveye, Russell	10/26/2020	\$	64.77

**TOTAL \$ 9,898,839.17**

Dated This 31<sup>st</sup> Day of January 2021.

/s/Sue Ganje, County Auditor of Fall River County

County Monies	\$ 9,220,375.09
Held for other Entities	\$ 518,723.44
Held in Trust	\$ 159,740.64
<b>TOTAL</b>	<b>\$ 9,898,839.17</b>

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

No applications for county assistance or death expenses were presented to the board.

Frank Maynard, Emergency Management, met with the board. Motion made Greenough, seconded by Cope, to table the request for a part-time employee until after executive session.

Maynard reported that he will bring a resolution on who is authorized to order state resources to the next meeting; discussion was also held on the radio tower, fires and incidents.

Dave Weishaupl, Building Supervisor, and Lyle Jensen met with the board. Motion made by Greenough, seconded by Russell, to approve the quote from Rushmore Communications to

upgrade the Ball ranch repeater and HS Fire dispatch radio from a phone line to digital, in the amount of \$14,116.95. This is a reimbursable cost.

The 2020-09 (Covid19) resolution was reviewed. Motion made by Greenough, seconded by Cope, to discontinue greeters at the door, leave plexiglass up and include visible signs to social distance, effective February 28, 2021.

Commissioner Falkenburg spoke of Bill Gates' recommendation for wealthy countries to eat 100% synthetic beef to address climate change and asked that State's Attorney Russell get involved as the board needs to address this.

Bob Evans, Sheriff, met with the board. Motion made by Russell, seconded by Cope, to approve hiring Malachiah Fleming, Jailer, at \$16.50 per hour, effective February 22, 2021, as per union contract. With Greenough abstaining, all others voting yes, motion carries.

Evans reported that he'd like to get the 2013 Dodge Ram pickup fixed after getting a \$2,000 - \$3,000 estimate. Discussion was also held on the extra vehicles and asked for a list. There are 11 males and 2 females in the Fall River County Jail, with 3 males in the Pennington County Jail, with 1 inmate on work release.

Greg Erlandson, Attorney, Bangs McCullen Law Firm, met with the board via telephone to request an amendment to the Order for Organization and Incorporation of the Spirit Canyon Road district due to a change to Lot 3. Motion made by Russell, seconded by Allen, to amend Resolution #2021-6, which will supersede the original resolution, as follows:

**FALL RIVER COUNTY RESOLUTION #2021-6 (AMENDED)**

**ORDER FOR ORGANIZATION AND INCORPORATION  
OF THE SPIRIT CANYON ROAD DISTRICT  
FALL RIVER COUNTY, SOUTH DAKOTA**

WHEREAS, all voting property owners that are within the proposed district have agreed to and petitioned for the organization of the Spirit Canyon Road District, and

WHEREAS, an Election was held on February 2, 2021 asking the voters to accept or reject the formation of the Spirit Canyon Road District, with 9 voters accepting and 0 voters rejecting the formation of the Spirit Canyon Road District, and

NOW, THEREFORE, BE IT ORDERED, that the Fall River County Commissioners shall declare the Spirit Canyon Road District to be organized and established as a governmental subdivision of the State of South Dakota and a public body, corporate and political, effective as of today's date, with taxing authority for the 2021 tax year payable in 2022 and after, and

BE IT FURTHER ORDERED, that the Spirit Canyon Road District be 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.

and

Tracts A and B of Lot 3 of Red Canyon Subdivision, located in the SW1/4 Section 3, NW1/4 Section 10 T7S, R3E, Black Hills Meridian, Fall River County, South Dakota

Dated this 4th day of February, 2021

/s/Joe Falkenburg, Chairman  
Fall River County Commissioner

ATTEST:

/s/Sue Ganje

Fall River County Auditor

Commissioner Falkenburg spoke of the lease and easement for a Solar Energy Project between Tim and Lori Allen and Fall River Solar, LLC., a Utah limited liability company, and asked State's Attorney Russell to further research the issue.

Falkenburg also presented a draft letter to the board to review. Motion made by Russell, seconded by Greenough, to approve a letter in support of SB 100 and SB 111, send it to Representatives Goodwin and Ladner and Senator Frye-Mueller and authorize the chairman to sign.

Continued discussion was held on Bill Gates and 100% synthetic beef and a possible resolution opposing this. State's Attorney Russell will investigate this. Jim Angell raised concerns about the board initiating this; it may be better if organizations like the Beef Producers or the Cattleman Association put it forth.

Roger Horton, City of Edgemont, met with the board. Motion made by Russell, seconded by Allen, to approve accepting a deed for the South 79.3' of Outlot "E" located in the SE1/4 of the NW1/4 of Section 1, Township 9S, R2E of the Black Hills Meridian, Fall River, SD from the City of Edgemont.

Randy Seiler, Highway Superintendent, met with the board. Motion made by Greenough, seconded by Cope, to approve the January 2021 reimbursement to the highway department for fuel used or work performed as follows: Sheriff's Department for \$1,718.43; Weed and Pest Office for \$132.44; Building for \$24.92; Emergency Management for \$65.54; and Director of Equalization for \$38.06.

Fuel quotes were presented as follows:

2/24/2020 Fuel Quotes	800 Gal Propane
Hi-D-Way	\$1.25/gallon
Nelson's	\$1.75/gallon
CBH COOP	\$1.80/gallon

Motion made by Russell, seconded by Allen, to accept the low bid on \$1.25 per gallon from Hi-D-Way for 800 gallons of propane, for a total amount of \$1,000.00.

Motion made by Greenough, seconded by Russell, to approve the Golden West Application for permit to occupy County Highway Right-Of-Way from an existing vault south of 28603 Old HWY 18 to the shop building at 28603 Old HWY 18.

Motion made by Russell, seconded by Greenough, to approve the quote from Rushmore Communications Inc. for 20 new 2-way radios for the highway in the amount of \$8,180.00.

Motion made by Russell, seconded by Allen, to approval travel for Seiler to attend the Short Course in Deadwood, on March 24 and March 25, 2021.

Motion made by Cope, seconded by Greenough, to approve purchase of culverts off the Beadle County bids.

Seiler noted that he is getting additional quotes for the possible purchase of a new semi-truck.

Motion made by Allen, seconded by Russell, to approve appointing 3 real property owners for appraisal of the 2014 motor grader, at Seiler's discretion.

Seiler updated the board that paperwork will be signed at a meeting at the Argentine Township Bridge on February 19, 2021; the township will provide 40 tons of fill dirt for the project, and discussion was held on the disposition of the historic bridge. Seiler also advised that Jerry Heiser from Butler will give a presentation on motor grader purchases to the entire board.

Motion made by Greenough, seconded by Allen, to table the truck purchase until the next meeting.

Motion made by Greenough, seconded by Allen, to approve the bills as follows:

**GENERAL FUND**

ASSN OF SD COUNTY W&P BDS	SUPPLY	\$24.00
AUDRA HILL CONSULTING, INC	MI QMHP EVALUATION	\$1,063.56
CURA HOSPITALITY	INMATE MEALS	\$13,658.79
A-Z SHREDDING INC	SHREDDING	\$47.00
BEESLEY LAW OFFICE	CAAF	\$447.25
BLACK HILLS CHEMICAL	SUPPLY	\$267.22
CAMERON, GEORGE	COURT REPORTER	\$79.80
CARDMEMBER SERVICE	CARDMEMBER SERVICES	\$270.13

CENTURY BUSINESS LEASING	COPIER LEASE/USAGE/METER	\$451.24
CHEYENNE SANITATION	SANITATION COLLECTION	\$371.73
CORRECT RX PHARMACY SERV.	INMATE PHARMACY	\$63.49
CULLIGAN SOFT WATER	RENTAL/SUPPLY	\$223.50
FALL RIVER HEALTH SERVICE	INMATE MEDICAL	\$1,462.30
FARRELL, FARRELL & GINSBACH	CAAF	\$2,014.48
FLINT ELECTRIC	SERVICE	\$600.99
GALLS	UNIFORM ALLOWANCE	\$304.30
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$2,249.99
HILLS EDGE AUTO SALES	SERVICE	\$61.58
HOT SPRINGS ACE HARDWARE	SUPPLY	\$278.60
CITY OF HOT SPRINGS	CITY WATER BILL	\$744.46
JENSEN, LYLE	IT CONTRACT	\$1,500.00
LYNNS DAKOTAMART	SUPPLY	\$11.15
LYNN, JACKSON, SHULTZ	A&N	\$227.70
LYNN'S DAK. MART PHARMACY	INMATE PHARMACY	\$4,262.48
MASTEL, BRUCE	DATABASE SETUP & MONITORING	\$35.00
MICROFILM IMAGING SYSTEMS	SCANNING EQUIPMENT LEASE	\$202.50
MONUMENT HEALTH	BLOOD DRAW	\$30.00
NELSONS OIL & GAS INC.	UTILITY	\$12,109.25
QUADIENT FINANCE USA, INC	POSTAGE	\$1,374.66
O'NEILL, JUSTIN	JUV/CAAF	\$6,708.31
PENNINGTON COUNTY JAIL	INMATE HOUSING/TRANSPORT	\$9,470.40
POKORSKI, DAVID	UNIFORM ALLOWANCE	\$177.51
QUILL CORPORATION	SUPPLIES	\$92.44
QUALIFIED PRESORT SERVICE	PRESORT SERVICE/MAIL	\$3,027.67
SDACC	2021 SPRING WORKSHOP	\$220.00
SDACO	2021 NEW OFFICIALS WORKSHOP	\$220.00
SD DEPARTMENT OF HEALTH		\$120.00
SD DEPT OF REVENUE	AUTO/MI STATE REMITT	\$1,283.26
SDSU EXTENSION	2021 COUNTY 4-H ADVISOR	\$10,310.00
SD STATE ATTORNEY ASSOCIATION	2021 ASSOCIATION DUES	\$499.00
SERVALL	RUGS AND MATS SERVICE	\$400.78
SONNY'S SUPER FOODS	SUPPLY	\$50.05
SD DEPT OF PUBLIC SAFETY	TELETYPE SERVICE	\$3,340.00
NORTON, MIKAYLA	BLOOD DRAW	\$225.00
TIMECLOCK PLUS	OVERAGES	\$6.00
ELECTRICAL ENGINEERING	SERVICE	\$1,190.00
WENDELL'S GARAGE	SERVICE	\$20.00
WESTERN SD JUV SERV CTR	JUVENILE SERVICES	\$2,080.00
YANKTON CO TREASURER	CIVIL SERVICE	\$50.00
	TOTAL FOR GENERAL FUND	\$83,927.57

**COUNTY ROAD & BRIDGE**

CHEYENNE SANITATION	SANITATION COLLECTION	\$74.00
CITY OF EDGEMONT	CITY OF EDGEMONT WATER	\$84.10
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$261.32
CITY OF HOT SPRINGS	CITY WATER BILL	\$29.58
SUMMIT SIGNS & SUPPLY INC	SUPPLY	\$1,045.00
	TOTAL COUNTY ROAD & BRIDGE	\$1,494.00
<b>911 SURCHARGE REIMBURSEMENT</b>		
CARDMEMBER SERVICE	CARDMEMBER SERVICES	\$6.00
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$810.74
JARMAN, MARTHA	UNIFORM ALLOWANCE	\$131.52
CENTURY LINK	911 DISPTACH LINES	\$496.03
FLEMING, MELISSA	UNIFORM ALLOWANCE	\$74.54
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	\$1,518.83
<b>EMERGENCY MANAGEMENT</b>		
CARDMEMBER SERVICE	CARDMEMBER SERVICES	\$6.00
COMPUTER REPAIR W/THERAPY	COMPUTER PURCHASE	\$1,141.14
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$152.70
QUADIENT FINANCE USA, INC	POSTAGE	\$0.51
	TOTAL FOR EMERGENCY MANAGEMENT	\$1,300.35
<b>24/7 SOBRIETY FUND</b>		
DRUG TESTS IN BULK	SUPPLY	\$1,500.00
SD DEPARTMENT OF HEALTH	24/7 LABS	\$120.00
	TOTAL FOR 24/7 SOBRIETY FUND	\$1,620.00
	TOTAL PAID BETWEEN 1/22/21 AND 2/4/21	\$89,860.80

Break was taken at 9:51 a.m. and the meeting reconvened at 9:56 a.m.

Public comment was heard from Commissioner Falkenburg about the Keystone Pipeline, and a resolution on making Fall River County a second amendment sanctuary county; Seiler noted the 2020 highway project listing for the board to review that is in their packets. Commissioner Russell spoke of the Cracker Barrell at the Mueller Center, and the discussions on HB1230 (funds for a county improvement fund), HB 1085 J (criteria for Ag land classification), and medical marijuana.

Andersen Engineers requested the board rescind Resolution #2021-4. Motion made by Russell, seconded by Allen, to rescind Resolution 2021-10, a plat of Lot 14R and Tract Seger 2 of Tract Seger 1 Revised, at the February 18, 2021 meeting, due to a legal description that was duplicated.

Discussion was held on property taxes, the most serious county issue right now. Susie Hayes, Director of Equalization, spoke that this is a statewide concern, and that the sales with increased purchase prices are continuing. Local control can happen on budgets and mill levies. Commissioner Russell spoke of a possible forum with the schools in the county. Discussion was held on having an open discussion at a commissioner meeting. Hayes reminded everyone that, if

people do not agree with their assessed value (notices that were sent the last week of February), they need to contact the Equalization office to file an appeal.

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

**FALL RIVER COUNTY RESOLUTION #2021-11**

**A Plat of Leftover Tract 1 and Twin Rock Bend Tract 1, located in the NW1/4 of Section 15, T8S, R6E, BHM, Fall River County, South Dakota**

**Formerly Lot 14 and Tract Seger-1 Revised**

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

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

Dated this 18<sup>th</sup> day of February 2021.

ATTEST:  
/s/Sue Ganje  
Fall River County Auditor

/s/Joe Falkenburg, Chairman  
Fall River County Board of Commissioners

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

**FALL RIVER COUNTY RESOLUTION #2021-12**

**A Plat of Lot 23 of Shep's Canyon Estates Subdivision, located in the W1/2SE1/4 of Section 22, T8S, R5E, BHM, Fall River County, South Dakota**

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

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



Dated this 18<sup>th</sup> day of February 2021.

ATTEST:

/s/Sue Ganje

Fall River County Auditor

/s/Joe Falkenburg, Chairman

Fall River County Board of Commissioners

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

**FALL RIVER COUNTY RESOLUTION #2021-13**

**A Plat of Leckey Tract Revised, HP Tract, and a 66' Private Access and Utility Easement,  
located in the E1/2 and SE1/4NW1/4 of Section 9, T8S, R5E, BHM, Fall River County,  
South Dakota**

**Formerly Leckey Tract, the W1/2SE1/4NE1/4 and the W1/2NE1/4SE1/4 (less Watkins  
Tract)**

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

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

Dated this 18<sup>th</sup> day of February, 2021.

ATTEST:

/s/Sue Ganje

Fall River County Auditor

/s/Joe Falkenburg, Chairman

Fall River County Board of Commissioners

Sue Ganje, Auditor, met with the board to present the January 31, 2021 General Fund Surplus Analysis, noting that Covid-19 reimbursement monies were all receipted into the general fund, which caused a surplus. Discussion was held on designating projects like gravel and property tax relief. This will be brought back to the next meeting.

Discussion was held on legislation and how the proposed funding for Shep's Canyon Road did not make it out of committee. The board discussed the need for law enforcement presence, the possibility of lowering the speed limit in areas or the entire road and cutting trees to allow sunlight. Seiler advised the speed limit was originally set by the engineering firm, and that the yellow signs are advisory only. Drivers also need to be responsible.

The 2<sup>nd</sup> Reading for the Animal Ordinance was held. Motion made by Russell, seconded by Allen, to approve the second reading of the amendment to Article II Regulations: Section 2. Noisy Dogs, as follows:

### **ORDINANCE #2010-01**

#### ARTICLE II: REGULATIONS

#### SECTIONS 2. NOISY DOGS

No person may allow any dog under his/her control to habitually make loud noises to disturb or annoy persons who are of ordinary sensibilities. This ordinance section does not apply to working farm or ranch dogs while performing that work which is their essential purpose as a working farm or ranch dog, including, but not necessarily limited to, herding livestock or protecting livestock from predators. To qualify for this exception the owner of the animal must provide sufficient evidence to qualify their animal for the exception. ~~And the land on which the animals are working must qualify as "agricultural land" pursuant to South Dakota code.~~

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

FALL RIVER COUNTY COMMISSION  
/s/Joe FALKENBURG  
CHAIRMAN

ATTEST:  
/s/SUE GANJE, COUNTY AUDITOR  
FALL RIVER

First Reading: 02/04/2021  
Second Reading: 02/18/2021  
Published: 3/18/21  
Effective Date: 4/6/21

Commissioner Cope relayed a homeowner complaint on road conditions on North Butte Road, noting training responsibilities. Seiler advised that the North Butte Road is on next year's list for repairs, with need for possible hauling of water, and need for PI for binder on the road.

Motion made by Russell, seconded by Greenough, to enter executive session, as per SDCL 1-25-2(1) for personnel purposes to evaluate the Building Supervisor and SDCL 1-25-2(3) for legal purposes, at 10:33 a.m.

The board came out of executive session at 11:30 a.m.

Motion made by Greenough, seconded by Allen, to take off the table the part-time employee request for Emergency Management.

Motion made by Cope, seconded by Allen, to table hiring a part-time employee for Emergency Management until the March 4, 2021 meeting.

Motion made by Russell, seconded by Cope, to adjourn at 11:31 a.m.

/s/Joe Falkenburg  
Joe Falkenburg, Chairman  
Board of Fall River County Commissioners

ATTEST:

/s/ Sue Ganje  
Sue Ganje, Fall River County Auditor

## **FALL RIVER COUNTY APPROVED MINUTES OF MARCH 4, 2021**

The Fall River Board of County Commissioners met in regular session on March 4, 2021. Present: Joe Allen, Les Cope, Joe Falkenburg, Heath Greenough, Deb Russell and Sue Ganje, Auditor.

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

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

Motion made by Russell, seconded by Greenough, to amend the agenda to change the second meeting date to March 25, 2021, due to the spring workshop also occurring on the normal meeting date.

Motion made by Russell, seconded by Cope, to approve agenda as amended.

No minutes were available for approval.

Discussion was held on removing the "recommend masks" on the signs on the courthouse doors, which will be done. The court still requires masks to conduct business with them.

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

### **RESOLUTION #2021-14**

#### **FALL RIVER COUNTY SECOND AMENDMENT SANCTUARY COUNTY**

**WHEREAS**, The Constitution of the United States of America is the supreme law of our nation. The Second Amendment to the Constitution states "A well-regulated militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed"; and

**WHEREAS**, the Constitution of the State of South Dakota in Article 6, Section 24 states, "Right to bear arms. The right of the citizens to bear arms in defense of themselves and the State shall not be denied."; and

**WHEREAS**, the right of the citizens to keep and bear arms is guaranteed as an individual right under the Second Amendment to United States Constitution and under the Constitution of the State of South Dakota; and

**WHEREAS**, the right of the citizens to keep and bear arms for the defense of Life, Liberty and Property is regarded as an inalienable right by the citizens of Fall River County, South Dakota; and

**WHEREAS**, the citizens of Fall River County, South Dakota, derive economic benefit from all safe forms of firearm recreation, hunting and shooting conducted within Fall River County as allowed under the United States and South Dakota Constitutions, and

**WHEREAS**, it is the desire of the Fall River County Board of County Commissioners to declare its support of the Second Amendment to the Constitution of the United States of America and Article 6, Section 24 of the Constitution of the State of South Dakota protecting citizens' right to keep and bear arms; and

**WHEREAS**, the members of the Fall River County Board of County Commissioners took an oath to support and defend the Constitutions of the United States and of the State of South Dakota.

**NOW, THEREFORE, BE IT RESOLVED** that the Fall River County Board of County Commissioners strongly supports the Second Amendment of the Constitution of the United States of America and Article 6, Section 24 of the Constitution of the State of South Dakota and that the Board strongly believes that it is the right of the citizens of Fall River County to keep and bear arms for the defense of life, liberty and property ; and

**FURTHER BE IT RESOLVED**, to defend the rights and liberties of the citizens of Fall River County, the Fall River County Board of County Commissioners hereby declares:

Fall River County, South Dakota a "Second Amendment Sanctuary County."

**FURTHER BE IT RESOLVED**, that no employee or official of Fall River County may assist Federal employees, agents or officials in the enforcement of executive orders in violation of the above-referenced Constitutional provisions.

Motion passed and Resolution #2021-14 adopted this 4<sup>th</sup> day of March 2021.

/s/Joe Falkenburg, Chairman

/s/Deborah Russell, Vice-Chairwoman

/s/Joe Allen, Commissioner

/s/Les Cope, Commissioner

/s/Heath Greenough, Commissioner

Attest:

/s/Sue Ganje

Fall River County Auditor

Motion made by Greenough, seconded by Russell, to approve the longevity pay for Kathy Timmins (Deputy Treasurer), \$50.00 per month, effective during February payroll, as per union

contract.

Motion made by Greenough, seconded by Cope, to approve travel for Bobbie Janis to attend the 2021 Mid-Winter Muster, Public Information Officer Training, Rapid City, March 10, 2021.

No applications for county assistance or death expenses were presented to the board.

Bob Evans, Sheriff, met with the board to give the jail count- 12 males and 5 females in the Fall River County Jail, 3 males in the Pennington County Jail, 1 inmate on work release, for a total of 21 inmates.

Motion made by Russell, seconded by Allen, to approve training for Thomas McMillan, Vince Logue, and Isnalawica Belt for Arson Investigation, Rapid City, March 23, 2021.

Law enforcements vehicles were reviewed. Motion made by Greenough, seconded by Cope, to surplus the 2014 Dodge Charger and sell on purplewave.com.

Motion made by Cope, seconded by Allen, to approve repair on the 2013 Ram 1500 ST with the rebuilt engine quote from Wendell's Garage, in the amount of \$4,990.54.

Evans requested the use of the county credit card to be allowed for meals on same day travel. Russell advised to have the employee pay the cost and use the travel voucher for per diem reimbursement.

Frank Maynard, Emergency Management, met with the board. Motion made by Greenough, seconded by Russell, to approve the following resolution:

#### **Fall River County Resolution #2021-15**

WHEREAS, the South Dakota Wildland Fire Coordinator is authorized to assist in fighting range fires through the State; and

WHEREAS, a county must formally request his assistance pursuant to SDCL 41-20A-11; and

WHEREAS, because there is insufficient time to hold a meeting and adopt a resolution during a fire, Fall River County can designate a person (s) with authority to request assistance under this law;

NOW THEREFORE BE IT RESOLVED, that the Fall River County Commissioners hereby designate the following person (s) with the authority to request assistance from the State Wildland Fire Coordinator in fighting range fires:

Franklin W. Maynard  
EMERGENCY MANAGEMENT DIRECTOR

605 890-7245 (CELL) or 605 745-7562 (OFFICE)

Robert (Bob) Evans  
FALL RIVER COUNTY SHERIFF  
605 890-2466 (CELL) or 605 745-4444 (OFFICE)

Joe Falkenberg  
COMMISSIONER  
307 259-2583 (CELL) or 605 459-2608 (HOME)

Deb Russell  
COMMISSIONER  
605 890-9796 (CELL) or 605 424-2135 (HOME)

Joe Allen  
COMMISSIONER  
605 890-0198 (CELL) or 605 745-1890 (HOME)

Heath Greenough  
COMMISSIONER  
605 890-9488 (CELL)

Les Cope  
COMMISSIONER  
605 441-4960 (CELL) or 605 535-6910 (HOME)

Dated this 4th day of March 2021

ATTEST:  
/s/Sue Ganje  
Fall River County Auditor

/s/Joe Falkenburg, Chairman  
Fall River County Board of Commissioners

Discussion was held on the Homeland Security Grant that Maynard applied for on behalf of the Sheriff's office, to include vehicle computers and printers, in the amount of \$50,880.00. Maynard noted that he submitted a grant application to the state to update the Hazardous Material Plan, and also spoke of the Bureau of Reclamation exercise, fires and incidents.

Nina Steinmetz, Weed and Pest Supervisor, met with the board to present a power point on 2020 activities, grants and cost share programs. Possible grants for 2021 will be for mosquito surveillance, Common Mullein, Absinth Wormwood and a prairie dog 50/50 reimbursement with use of county funds. Steinmetz also discussed the spraying of road ditches, weed identification and grasshopper control. The board appreciated the review of the weed activities.

Motion made by Allen, seconded by Greenough, to approve wage increases for Raymond Palmer, \$13.00 to \$13.50, and Kenneth Oeschle, \$11.00 to \$11.50.

Motion made by Greenough, seconded by Cope, to approve the county prairie dog 50/50 cost reimbursement program, with a maximum amount to be determined.

Susie Hayes, Director of Equalization, met with the board to provide dates for the equalization timeline. Motion made by Russell, seconded by Cope, to start the County Consolidated Board of Equalization on April 15, 2021, with an additional date of April 20, 2021, if needed.

Discussion was also held on putting an article in the paper or an announcement on the radio for the elderly or disabled freeze form deadline.

Stacey Martin, GIS Director, met with the board to review taxable values, tax distribution and mill levy rates for 2021. Discussion was held on growth, building and sales within the county, and then the discussion turned to the agriculture soil table, which shows Fall River County having crop soils of 40% of ag land in the county. The board discussed the need for all West River Counties to be able to see mapping of the soils, indicating if a county does not have the mapping capability, they could contact our GIS Director. Discussion was also held on factors, which is determined by the State, and even if the county lowers the ag values, tax dollars may still be made up by the State factor for the county. The NCRS can help the county with figures.

Motion made by Russell, seconded by Greenough, to approve the bills as follows:

**GENERAL FUND**

AMERICAN FAMILY ASSURANCE	AMERICAN FAMILY ASSURANCE	\$549.16
A-Z SHREDDING INC	SHREDDING	\$90.76
BOB BARKER COMPANY INC	SUPPLY	\$2,823.43
BAUERKEMPERS INC	REPAIR	\$139.17
BLACK HILLS CHEMICAL	SUPPLY	\$236.32
BH COUNCIL OF LOCAL GOV	2021 DUES	\$1,760.00
BRUMBAUGH & QUANDAHL, P.C.	GARNISHMENT	\$36.36
BLACK HILLS ENERGY	UTILITY POWER ELECTRIC	\$3,512.04
BOSTON MUTUAL LIFE INS CO	LIFE INSURANCE	\$32.76
CAMERON, GEORGE	COURT REPORTER	\$136.80
CENTURY BUSINESS LEASING	COPIER LEASE/USAGE	\$487.59
CHADRON MOTOR CO. INC.	REPAIR	\$299.97
CREDIT COLLECTION BUREAU	COLLECTIONS	\$32.81
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$2,268.00
EFTPS	EFTPS PAYROLL TAXES	\$40,613.90
EDGEMONT YMCA	2021 BUDGET ALLOTMENT	\$1,500.00
EN-TECH LLC	FUMIGATION	\$110.00
DUDE SOLUTIONS, INC.	GIS SUPPORT CONTRACT	\$313.85
FALL RIVER HEALTH SERVICE	INMATE MEDICAL	\$2,161.36
FARRELL, FARRELL & GINSBACH	CAAF	\$1,930.14
FALL RIVER COUNTY HERALD	PUBLICATION	\$1,161.08



GALLS	UNIFORM ALLOWANCE	\$270.10
GOLDEN WEST TECHNOLOGIES	SERVICE/NETWORK/SERVER	\$5,169.54
GRAFIX SHOPPE	GRAPHICS NEW SHERIFF	\$453.50
HARRIS, BETSEY	CAAF	\$316.05
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$585.00
HOT SPRINGS ACE HARDWARE	SUPPLY	\$353.43
HOT SPRINGS AMBULANCE	FIRST AID COURSE	\$40.00
CITY OF HOT SPRINGS	1ST QTR FIRE SPRINKLER	\$24.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$19,543.50
KIRSCHENMANN, KEVIN	BLOOD DRAW	\$200.00
LIUNA LABORERS LOCAL 620	UNION DUES	\$350.00
LYNN'S DAKOTAMART	INMATE MEDICAL	\$8.94
MASTERCARD	CREDIT CARD	\$1,560.42
MCLEODS OFFICE SUPPLY CO.	SUPPLIES	\$406.56
MEDICAL WASTE TRANSPORT	UTILITY POWER ELECTRIC	\$169.39
MOCIC	2021 MEMBERSHIP	\$100.00
NATIONWIDE RETIREMENT SOL	NATIONWIDE RETIREMENT	\$500.00
NEW YORK LIFE INSURANCE	NEW YORK LIFE INSURANCE	\$65.00
NORTON, TINA	CONTRACT NURSE INMATE	\$1,475.00
CHILD SUPPORT PAYMENT CNT	CHILD SUPPORT	\$655.00
PENNINGTON COUNTY JAIL	TRANSPORTATION	\$167.02
PRAIRIE HILLS TRANSIT	2021 BUDGET ALLOTMENT	\$13,000.00
PREMIER POLICE TRAINING	TRAINING	\$200.00
QUILL CORPORATION	OFFICE SUPPLIES	\$795.56
RELIANCE STANDARD LIFE	VISION PLAN	\$211.44
SOUTH DAKOTA ST TREASURER	SALES TAX	\$14.53
SDACC	2021 SPRING WORKSHOP	\$30.00
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$20,050.90
SDAAO	2021 ASSOCIATION MEMBERSHIP	\$225.00
SD SECRETARY OF STATE	VOTER LIST	\$20.00
SERVALL	RUG/UNIFORM SERVICE	\$231.04
SHAGLA, GERALD OR CYNTHIA	REFUND CHECK	\$18.98
SD SUPPLEMENT RETIREMENT	SDRS SUP RETIREMENT	\$800.00
SPITZER CONSTRUCTION INC	SNOW REMOVAL	\$1,500.00
UNITED WAY BLACK HILLS	UNITED WAY DONATION	\$60.00
VERIZON WIRELESS	CELL PHONE PLAN	\$837.40
WENDELL'S GARAGE	MAINTENANCE	\$480.38
BEHRENS, DONNA	MILEAGE REIMBURSEMENT	\$27.30
SMITH, VICKY OR ANTHONY	REFUND CHECK	\$11.20
ALLEN, BRANDON	REFUND CHECK	\$92.06
WAGNER, REBECCA	REFUND	\$84.98
COMMISSIONERS	FEBRUARY SALARIES	\$4,100.00
AUDITOR'S OFFICE	FEBRUARY SALARIES	\$19,662.08

AUDITOR'S OFFICE	OVERTIME	\$7.50
TREASURER'S OFFICE	FEBRUARY SALARIES	\$15,422.74
TREASURER'S OFFICE	OVERTIME	\$116.10
STATE'S ATTORNEY'S OFFICE	FEBRUARY SALARIES	\$14,437.02
STATE'S ATTORNEY'S OFFICE	OVERTIME	\$551.64
MAINTENANCE	FEBRUARY SALARIES	\$10,994.09
MAINTENANCE	OVERTIME	\$42.00
ASSESSOR'S OFFICE	FEBRUARY SALARIES	\$17,477.10
ASSESSOR'S OFFICE	OVERTIME	\$90.66
REGISTER OF DEEDS OFFICE	FEBRUARY SALARIES	\$11,048.66
REGISTER OF DEEDS OFFICE	OVERTIME	\$11.08
VETERAN'S SERVICE OFFICE	FEBRUARY SALARIES	\$4,013.36
GIS OFFICE	FEBRUARY SALARIES	\$3,960.15
SHERIFF	FEBRUARY SALARIES	\$33,285.11
SHERIFF	OVERTIME	\$3,472.81
JAIL	FEBRUARY SALARIES	\$23,450.66
JAIL	OVERTIME	\$3,167.30
CORONER	FEBRUARY SALARIES	\$600.00
NURSE'S OFFICE	FEBRUARY SALARIES	\$4,034.65
NURSE'S OFFICE	OVERTIME	\$8.61
EXTENSION OFFICE	FEBRUARY SALARIES	\$2,460.50
EXTENSION OFFICE	OVERTIME	\$10.50
WEED & PEST OFFICE	FEBRUARY SALARIES	\$4,346.69
	TOTAL FOR GENERAL FUND	\$308,069.73

**COUNTY ROAD & BRIDGE**

A & B WELDING SUPPLY CO.	WELDING SUPPLIES/LEASE	\$34.41
AMERICAN FAMILY ASSURANCE	AMERICAN FAMILY ASSURANCE	\$350.88
B H ELECTRIC COOP INC.	UTILITY	\$104.55
BLACK HILLS ENERGY	UTILITY POWER ELECTRIC	\$906.51
BLACK HILLS POWER EQUIP	SERVICE	\$479.23
BOMGAARS	SUPPLY	\$306.71
BROSZ ENGINEERING, INC.	ENGINEERING	\$8,760.00
BUILDER'S FIRST SOURCE	SUPPLY	\$50.98
BUTLER MACHINERY CO.	SUPPLIES/REPAIR	\$809.20
DALE'S TIRE & RETREADING	TIRE PARTS/SUPPLY	\$3,767.09
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$471.00
DIAMOND MOWERS INC	INVENTORY	\$262.48
FLOYD'S TRUCK CENTER	REPAIRS/PARTS	\$569.09
EFTPS	EFTPS PAYROLL TAXES	\$10,233.01
FALL RIVER AUTO SUPPLY	AUTO PARTS/REPAIR	\$264.52
FORWARD DISTRIBUTING	SUPPLIES/PARTS	\$87.20
FALL RIVER COUNTY HERALD	PUBLICATION	\$19.84
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$150.00

HOT SPRINGS ACE HARDWARE	SUPPLY	\$89.33
HOT SPRINGS AUTOMOTIVE	AUTO SUPPLY PARTS	\$59.97
RICOH USA INC	CONTRACT SERVICE	\$75.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$3,920.00
LIUNA LABORERS LOCAL 620	UNION DUES	\$125.00
LAWSON PRODUCTS	PARTS	\$240.53
NEWMAN TRAFFIC SIGNS	SIGNAGE	\$82.61
HI-D-WAY OIL & GAS	UTILITY	\$1,063.00
RELIANCE STANDARD LIFE	VISION PLAN	\$39.54
RANCHER'S FEED & SUPPLY	SUPPLY	\$20.39
RAPID DELIVERY	DELIVERY	\$14.38
SAFETY-KLEEN SYSTEMS, INC	SUPPLIES	\$124.47
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$5,175.38
SEILER, RANDY	CELLPHONE REIMBURSEMENT	\$75.00
SUMMIT SIGNS & SUPPLY INC	SIGNAGE	\$108.00
SMITH, VICKY OR ANTHONY	REFUND CHECK	\$1.85
HIGHWAY DEPARTMENT	FEBRUARY SALARIES	\$39,707.47
HIGHWAY DEPARTMENT	OVERTIME	\$3,420.90
	TOTAL COUNTY ROAD & BRIDGE	\$81,969.52

#### 911 SURCHARGE REIMBURSEMENT

AMERICAN FAMILY ASSURANCE	AMERICAN FAMILY ASSURANCE	\$67.21
CENTURY BUSINESS LEASING	COPIER LEASE/USAGE	\$72.56
CREDIT COLLECTION BUREAU	COLLECTIONS	\$302.86
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$381.90
EFTPS	EFTPS PAYROLL TAXES	\$5,425.79
GALLS	UNIFORM ALLOWANCE	\$191.84
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$75.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$2,301.50
LIUNA LABORERS LOCAL 620	UNION DUES	\$75.00
PORTFOLIO RECOVERY ASSOC.	GARNISHMENT	\$260.93
RELIANCE STANDARD LIFE	VISION PLAN	\$6.33
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$2,686.06
VERIZON WIRELESS	CELL PHONE PLAN	\$42.04
DISPATCH	FEBRUARY SALARIES	\$20,564.46
DISPATCH	OVERTIME	\$1,819.32
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	\$34,272.80

#### EMERGENCY MANAGEMENT

EFTPS	EFTPS PAYROLL TAXES	\$1,522.77
GOLDEN WEST TECHNOLOGIES	SERVICE/NETWORK/SERVER	\$8.50
MASTERCARD	CREDIT CARD	\$67.20
NASASP	2021 MEMBERSHIP	\$39.00
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$616.82
VERIZON WIRELESS	CELL PHONE PLAN	\$84.08

FR EMERGENCY MANAGEMENT OFFICE	FEBRUARY SALARIES	\$5,140.22
	TOTAL FOR EMERGENCY MANAGEMENT	\$7,478.59
<b>24/7 SOBRIETY FUND</b>		
EFTPS	EFTPS PAYROLL TAXES	\$223.64
MASTERCARD	CREDIT CARD	\$27.92
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$28.06
24/7 OFFICE	FEBRUARY SALARIES	\$1,469.00
	TOTAL FOR 24/7 SOBRIETY FUND	\$1,748.62
<b>COURTHOUSE BUILDING FUND</b>		
SHAGLA, GERALD OR CYNTHIA	REFUND CHECK	\$0.83
SMITH, VICKY OR ANTHONY	REFUND CHECK	\$0.49
ALLEN, BRANDON	REFUND CHECK	\$4.08
	TOTAL FOR COURTHOUSE BUILDING FUND	\$5.40
	TOTAL PAID BETWEEN 2/19/21 AND 3/4/21	433,543.3

Break was taken at 10:17 a.m. and the meeting reconvened at 10:23 a.m.

Public comment was heard from Commissioner Falkenburg about President Biden taking action to uphold commitment to restore balance on public lands and waters and investing in clean energy in the future.

Sealed bids were opened for the 2014 Cat 140M2AWDSD Motor Grader. The only bid received was as follows:

Butler Machinery Company, 3601 Deadwood Ave., Rapid City, SD 57702 – bid amount of \$150,000.00

Motion made by Allen, seconded by Russell, to accept the bid from Butler Machinery Company, Rapid City, in the amount of \$150,000.00 for the 2014 Cat 140M2ASDSD motor grader. With Cope and Greenough voting no, all others voting yes, by roll call vote, motion carries.

Jennifer Sietsema, Black Hills Local Council Government, met with the board to discuss funding options for infrastructure for the United Ranchers Cooperative. Funding is available for public projects, not private. If it is private, there is no role for the County. Sietsema noted more information is needed. Russell stated that she felt the board never really thought about a financial route for them but wanted to show support through resolution. Greenough discussed the cooperative and buy in process. Discussion was held on requirements on some programs, making it difficult to get funding for, but not to give up hope.

Sietsema also discussed the dues structure for Black Hills Council of Local Government, with 9 counties in the West River Division. There has not been an increase in dues for the last 10 years, but once the 2020 Census is complete, dues will change. The City of Hot Springs will be separate from the county from now on, which may help with dues in the future. Edgemont and Oelrichs are covered under the county dues, because they are under 1,000 in population.

Randy Seiler, Highway Superintendent, met with the board to discuss what to do with the old Argentine Bridge, advising that the bridge issue can be worked out between the contractor and the township. Motion made by Allen, seconded by Russell, to approve the Agreements for Voluntary Right-of-Way Donation, project no. BRO8024 (00)19-1, between Fall River County and Donald Andersen and Lynda Andersen, and between Fall River County and Peterson and Son, Inc, and authorize the chairman to sign.

Fuel quotes were presented as follows:

2/23/2021 Fuel Quotes	8,000 Gal Gasoline
Nelson's	\$2.50/gallon
Hi-D-Way	No Bid
MG Oil	No Bid

Motion made by Russell, seconded by Allen, to accept the low bid from Nelson's for \$2.50 per gallon for 800 gallons of gasoline, for a total amount of \$2,000.00.

Seiler updated the board that all blades were out blading roads and the possibility of setting up a road tour with commissioners. Greenough commented that County Road 3 is a good road with the ground up asphalt mix. Seiler advised LTAP will put on a road grader class for employees. The board discussed other roads to use the ground asphalt millings.

Eric Hamiel, Mack Truck, met with the board to present a proposal off of Marshall County bid for a 2022 Mack Granite MDrive HD, in the amount of \$119,500. Jeff Cullum, Floyds Truck Center, presented a proposal off Pennington County bid for a Freightliner 114SD Conventional Chassis, in the amount of \$108,692. Motion made by Russell, seconded by Allen, to approve the quote for the Freightliner 114SD Conventional Chassis, in the amount of \$108,692.00.

Motion made by Allen, seconded by Russell, to approve truck attachment from Northern Truck, cost depending on truck, with an estimate of \$77,000.00. With Cope and Greenough voting no, all others voting yes, by roll call vote, motion carries.

Jerry Heiser, Butler Cat Machinery, presented to the board information on the re-purchase agreements for Caterpillar graders, noting the warranty that covers repairs fully for 7 years. If the county stays with the 7-year update cycle, with the warranty and buy back option, it will cost approximately \$26.15 per hour over the course of 7 years. At a 10-year update cycle, it will cost approximately, \$28.12 per hour to run; at a 13-year update cycle, it will cost \$34.58 per hour to run. These are conservative estimates only and not a future guarantee of a machine's performance.

Sue Ganje, Auditor, met with the board. Motion made by Greenough, seconded by Cope to approve the cash transfer # 1, from the General fund to 911 fund in the amount of \$210,790.25 and from the General fund to Highway fund in the amount of \$1,434.13 for COVID funds received in 2020.

Motion made by Greenough, seconded by Russell, to enter executive session, as per SDCL 1-25-2(1) for personnel purposes and SDCL 1-25-2(3) for legal purposes with the highway

superintendent, at 11:20 a.m.

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

Discussion continued on road graders and trucks.

Motion made by Allen, seconded by Russell, to adjourn at 11:58 a.m.

/s/Joe Falkenburg  
Joe Falkenburg, Chairman  
Board of Fall River County Commissioners

ATTEST:

/s/ Sue Ganje

Sue Ganje, Fall River County Auditor

**AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER**

TO THE HONORABLE BOARD OF FALL RIVER COUNTY COMMISSIONERS:  
I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 28th day of February 2021.

<b>Total Amount of Deposit in First Interstate Bank, HS:</b>	\$	1,226,055.10
<b>Total Amount of Deposit in First National Bank, Lead:</b>	\$	1,000.00
<b>Total Amount of Cash:</b>	\$	1,544.99
<b>Total Amount of Treasurer's Change Fund:</b>	\$	900.00
<b>Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:</b>	\$	41,886.18

**SAVINGS:**

First Interstate Bank, HS:	\$	309,900.73
First National Bank of Lead: ICS Acct	\$	1,044,321.89

**CERTIFICATES OF DEPOSIT:**

First Interstate, HS:	\$	772,669.12
Black Hills Federal Credit Union, HS:	\$	250,000.00
Bank of the West, HS:	\$	537,405.57
Schwab Treasury:	\$	273,871.98
First National Bank, Lead:	\$	306,046.60
Black Hills Community, Rapid City:	\$	805,786.21
Liberty National, Sioux Falls:	\$	4,000,000.00

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

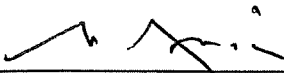
Register of Deeds Change Fund:	\$	500.00
Highway Petty Cash:	\$	20.00
Election Petty Cash:	\$	15.00

**RETURNED CHECKS:**


Brun, Cyril	9/2/2020	\$	806.60
Rhew, Todd & Janet	9/9/2020	\$	276.80
Schmit, Troy	10/20/2020	\$	85.60
Caveye, Russell	10/26/2020	\$	64.77

**TOTAL \$ 9,573,157.14**

Dated This 31st Day of January 2021.



Sue Ganje, County Auditor of Fall River County



Teresa Pullen, County Treasurer of Fall River County

County Monies	\$	9,039,763.17
Held for other Entities	\$	365,516.66
Held in Trust	\$	167,877.31
<b>TOTAL</b>	<b>\$</b>	<b>9,573,157.14</b> ✓

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

# SDACO 2021 Spring Workshop

May 4 - 5

Pierre Ramkota - Schedule

## Tuesday, May 4

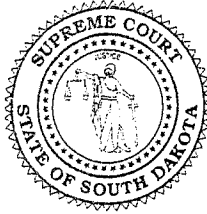
Time	Auditors Amphitheatre II	Treasurers Gallery DE	Registers of Deeds Gallery FG
8:00 am	<b>Registration Desk Opens</b> <i>Oahe Lobby</i>	<b>Registration Desk Opens</b> <i>Oahe Lobby</i>	<b>Registration Desk Opens</b> <i>Oahe Lobby</i>
9:00 – 9:30 am	<b>SDACO Committees</b> <i>By-Laws-Restaurant</i> <i>Nominating-Gallery DE</i> <i>Resolutions-Gallery FG</i>	<b>SDACO Committees</b> <i>By-Laws-Restaurant</i> <i>Nominating-Gallery DE</i> <i>Resolutions-Gallery FG</i>	<b>SDACO Committees</b> <i>By-Laws-Restaurant</i> <i>Nominating-Gallery DE</i> <i>Resolutions-Gallery FG</i>
9:30 – 10:00 am	<b>SDACO Committees</b> <i>Cont. Ed.-Gallery DE</i> <i>Pub. Relations-Gallery FG</i> <i>Scholarship-Restaurant</i>	<b>SDACO Committees</b> <i>Cont. Ed.-Gallery DE</i> <i>Pub. Relations-Gallery FG</i> <i>Scholarship-Restaurant</i>	<b>SDACO Committees</b> <i>Cont. Ed.-Gallery DE</i> <i>Pub. Relations-Gallery FG</i> <i>Scholarship-Restaurant</i>
10:15 – 11:00 am	<b>Drivers Licensing</b> <i>Amphitheatre II</i> <i>Jeannelle Yitagesu, Dpty Dir</i>	<b>Drivers Licensing</b> <i>Amphitheatre II</i> <i>Jeannelle Yitagesu, Dpty Dir</i>	<b>Drivers Licensing</b> <i>Amphitheatre II</i> <i>Jeannelle Yitagesu, Dpty Dir</i>
11:15 to 12:00 noon	<b>SD Dept of Revenue</b> <i>Wendy Semmler, Property Tax</i>		
12:00 noon – 1:00 pm	Luncheon - <i>Gallery A</i>	Luncheon - <i>Gallery A</i>	Luncheon - <i>Gallery A</i>
1:00 to 1:45 pm		<b>SD Dept of Revenue</b> <i>Wendy Semmler, Property Tax</i>	
2:00 to 2:45 pm			<b>SD Dept of Revenue</b> <i>Wendy Semmler, Property Tax</i>
2:45 to 3:15 pm	<i>Break</i>	Break	Break
3:15 to 4:00 pm	<b>Redistricting Information</b> <i>Harry Redman, Planning Dist III</i>	<b>Bankruptcy</b> <i>LeeAnn Pierce, Brookings County Commissioner</i>	
4:00 to 4:45 pm	<b>Email Etiquette &amp; Basic Cyber Security for the Workplace</b> <i>Tracie Everson, Safety Benefits</i>	<b>Email Etiquette &amp; Basic Cyber Security for the Workplace</b> <i>Tracie Everson, Safety Benefits</i>	<b>Email Etiquette &amp; Basic Cyber Security for the Workplace</b> <i>Tracie Everson, Safety Benefits</i>



**Wednesday, May 5**

<b>Time</b>	<b>Auditors Amphitheatre II</b>	<b>Treasurers Gallery DE</b>	<b>Registers of Deeds Gallery FG</b>
<b>8:30 - 9:30 am</b>	<b>Secretary of State</b> <i>Kea Warne, Elections</i>	<b>Motor Vehicles</b> <i>Monica Weischedel, MV</i>	<b>Business Services</b> <i>Jason Lutz, Kyle Holt – SOS office</i>
<b>9:30 to 10:00 am</b>	Break – Vendor Time <i>Oahe Lobby</i>	Break – Vendor Time <i>Oahe Lobby</i>	Break – Vendor Time <i>Oahe Lobby</i>
<b>10:15 to 11:00</b>	<b>SDML WC / SDPAA</b> <i>Brad Wilson, Insurance Benefits Lynn Bren, SDPAA</i>	<b>Motor Vehicles</b> <i>Monica Weischedel, MV</i>	<b>Vital Records</b> <i>Shawna Flax, Deputy Registrar</i>
<b>11:15 to 12:00</b>	<b>Legislative Audit</b> <i>Rod Fortin</i>	<b>Motor Vehicles</b> <i>Monica Weischedel, MV</i>	
<b>12:00 to 1:00 pm</b>	<b>Luncheon - Gallery A</b> <i>-Vendor Appreciation</i>	<b>Luncheon - Gallery A</b> <i>-Vendor Appreciation</i>	<b>Luncheon - Gallery A</b> <i>-Vendor Appreciation</i>
<b>1:00 to 1:45 pm</b>		<b>Legislative Audit</b> <i>Rod Fortin</i>	
<b>2:00 to 3:00 pm</b>			<b>Legislative Audit</b> <i>Rod Fortin</i>

**Safe Travels Home!**



## *Supreme Court*

STATE OF SOUTH DAKOTA

*Steven R. Jensen*  
CHIEF JUSTICE

**TO:** Chair, Boards of County Commissioners  
Sheriffs  
State's Attorneys

**RE:** Court Security Grant Money

**DATE:** March 8, 2021

I am pleased to inform you that the Unified Judicial System has secured another year of funding for the Court Security Grant Program to help offset the costs of security improvements in courthouses. Since 1999, the UJS has distributed \$1,339,741 for 410 county grants throughout the state. The money helped pay part of the costs of the projects ranging from the installation of panic alarm systems to purchasing metal detectors and bulletproofing benches. The UJS has \$10,000 available in FY 2021 to help continue the important work of upgrading the security of courthouses throughout the state.

The \$10,000 appropriated by the Legislature for FY2021 may not underwrite all of the projects that are requested for this fiscal year. Therefore, as in the past, we will allocate funding based on the following priorities:

1. **Purchasing new or upgrading existing panic alarm systems.** It is our belief that being able to call law enforcement quickly and quietly in a dangerous situation remains the most effective means for diffusing problems before they spin out of control.
2. **Purchasing metal detectors.** We received several requests in the past to purchase hand-held and portable metal detectors for use in the courthouses. We will again assist in funding the purchase of this important equipment.
3. **Purchasing locks and peepholes for court facilities.** As noted in past years' grants, securing facilities can be done very economically by installing locks and peepholes throughout court facilities.

*Court Security Grant Money*

*March 8, 2021*

*Page Two*

4. **Other miscellaneous expenses.** These expenses could include bulletproofing benches (we strongly recommend Kevlar for this purpose) and other measures directly related to improving courthouse security.

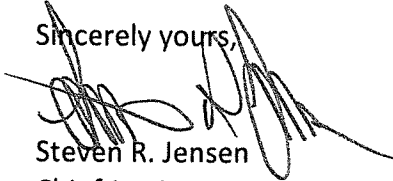
If your project involves video surveillance, electronic door locks or panic alarms please share a copy of the attached guidelines with your vendors prior to receiving bids. If there are questions about any of the items, please contact the Circuit Court Administrator in your area.

Grant applications should be submitted to Gregory L. Sattizahn, State Court Administrator, 500 East Capitol Avenue, Pierre, South Dakota, 57501-5070 by **April 15, 2021**. Counties will be eligible for up to a 50% match on security expenses, depending on the availability of funding, the above priorities, and the number of projects submitted.

The grant applications should include a cover letter requesting the funds, description of the project and a written cost proposal or estimate from the vendor of the improvements to be made. Verbal quotes will not be accepted. Please contact Aaron Olson at 773-4872 if you have any grant application questions.

I would again like to extend my sincere thanks to those of you who have been attentive to courthouse security issues. Improving courthouse security not only benefits those who work in such facilities, but also the many members of the public who transact business in them. I look forward to working with you in our continuing efforts to improve courthouse security.

Sincerely yours,



Steven R. Jensen  
Chief Justice

cc: Bob Wilcox, County Commissioners Association  
Presiding Judges  
Circuit Court Administrators  
Gregory L. Sattizahn, State Court Administrator  
Aaron Olson, Director of Budget & Finance  
Kent Grode, Director of Information & Technology

## Video Surveillance, Electronic Door Locks and Panic Alarm Guidelines

- a. Non-state equipment may not be installed in the state computer rack.
- b. No camera or other installed devices will connect to State network.
- c. No State system will be dual homed to multiple networks. i.e. connected to both the state and county networks
- d. Hardware or software installed on UJS workstations will need to pass a security approval process and will be installed by UJS technical staff.
- e. County staff is responsible for management and operation of county installed security systems including video surveillance or electronic door locks.
- f. If access from UJS computers to security systems such as cameras, door locks or panic alarms is desired, that feature should be included in the vendor solution summary.
- g. The County may need to allow access through their firewall\network in order for UJS workstations to gain access from the internet.

CASH TRANSFER #2    March 25, 2021

3/25/2021	\$ 17,571.93	24/7	Operating cash transfer to correct an error to the wrong fund
	\$ 17,571.93		

Surplus to junk list:

01865	Jail	HP Desktop Computer
02075	24/7 Office	Intel Processor
02074	911 Office	Dell Optiplex
01667	Sheriff's Office	HP 505B CPU
01668	Sheriff's Office	HP 505B CPU
01929	Sheriff's Office	HP 8200 PC
01666	Sheriff's Office	HP 505B CPU
01667	Dispatch	HP 505B CPU
02046	Dispatch	HP Minitower with Addn. Memory & Graphics card
02045	Dispatch	HP Minitower with Addn. Memory & Graphics card
01938	Emergency Management	HP Pro 3500 Desktop
01937	Emergency Management	HP Pro 3500 Desktop PC
01936	Emergency Management	HP Pro 3500 Desktop PC
01773	Dispatch	APC Uninterrupted Power Supply
01778	Dispatch	APC Smart Uninterrupted Power Supply
01777	Dispatch	APC Smart Uninterrupted Power Supply

**RESOLUTION #2021-16**

**WHEREAS**, President Biden signed an Executive Order on January 27, 2021 to help restore balance on public lands and waters, create jobs, and provide a path to align the management of America’s public lands and waters with our nation’s climate, conservation, and clean energy; and

**WHEREAS**, according to the Department of the Interior, approximately 60% of the land in the United States is in a natural state. Is it necessary to protect more? Above the 60%, there are 12% of lands that are permanently protected at this time. 23% of America’s ocean is currently strongly protected. Do we need more?; and

**WHEREAS**, Per “The Guardian” online magazine article of Wednesday, February 17, 2021, the “so-called 30 by 30 conservation goal has already met with bipartisan support in congress, and it aligns with science based global preservation targets to reach an eventual target of 50% by 2050.”; and

**WHEREAS**, “The Guardian” article further states that “in order to meet Biden’s goals, the country will have to conserve more than 400 million acres of land and inland waterways alone in the next 10 years.”; and

**WHEREAS**, “The Guardian” article continues with “At the top of conservationists lists are areas rich in biodiversity: mountain ranges like the Appalachians and the Blue Ridge Mountains, wide swaths of prairieland across the Great Plains, old-growth forests in the Pacific north-west and currently under-protected coastal forests in the American south-east.”; and

**WHEREAS**, “The Guardian” article states and quotes Tom Cors, Government relations director of lands for the Nature Conservancy “Even if some protected areas are still privately owned “ownership isn’t as important as outcome.” – NOTE this is an assault on private ownership; and

**WHEREAS**, “The Guardian” article reports “By summer, it is likely that the Interior Department and other US agencies will have developed a roadmap to reach the 30 by 30 goals. That means there is still time for Americans to influence the process.” Now is the time for good people to stand up and be counted; and

**NOW, THEREFORE, BE IT RESOLVED**, to protect our land and Nation, we need to contact our U.S Congressional Senators and Representative, our State Senator and Representatives to make our voices heard.

Motion passed and Resolution #2021- 16, adopted this 25<sup>th</sup> day of March, 2021.

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Joe Falkenburg, Chairman

ATTEST:

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Sue Ganje, Fall River Auditor

# FOOD SERVICE AGREEMENT

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This Food Service Partnership Agreement is made and entered into by and between **FALL RIVER JAIL** ("Client"), and **CURA HOSPITALITY, LLC** ("Company") (collectively "the Parties").

## 1. TERM AND INTENT

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- 1.1 Client grants Company the exclusive right to provide Food Service to Client, employees, guests and other persons at the Premises.
- 1.2 This Agreement shall commence on March 1, 2021 (the "Commencement Date") or sooner if mutually agreed upon in writing by both of the Parties. The Agreement will remain in effect through February 28, 2022. The Agreement shall automatically renew for additional like periods, unless either party provides written notice of termination to the other party at least sixty (60) days prior to the expiration date or unless this Agreement is otherwise terminated as set forth herein.

## 2. DEFINITIONS

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- 2.1. Accounting Period. Company's accounting calendar is based on an accounting cycle consisting of four (4) rotational periods of four (4) weeks, four (4) weeks, five (5) weeks.
- 2.2. Agreement. In order of precedence: (i) this Food Service Partnership Agreement, Exhibits and Schedules, as amended and, where specifically included by reference, (ii) the Company's Proposal and (iii) the Solicitation.
- 2.3. Food Service. Operations and Products to be provided by Company in accordance with this Agreement related to the preparation, service and sale of food, beverages, goods, merchandise and other items at the Premises.
- 2.4. Governmental Rule. Any statute, law, rule, regulation, ordinance or code of any governmental entity (whether federal, state, local or otherwise).
- 2.5. Premises. The Client's facility located at 906 N. River Street, Hot Springs, SD 57747.
- 2.6. Products. Food, beverages, goods, merchandise, and supplies.
- 2.7. Proprietary, Confidential and Trade Secret Information. Items used in Company Food Services (owned by or licensed to Company) including, without limitation, menus, signage, surveys, Software (i.e. menu systems, food production systems, accounting systems), recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, provided, however that the following items are specifically excluded: (i) information generally available to and known by the public or (ii) information independently developed or previously known by the Client.
- 2.8. Servicewares. Items used in the service of food and beverages including, without limitation, chinaware, glassware, silverware, disposables, trays, and carts.
- 2.9. Smallwares. Items used in the preparation of food including, without limitation, pots, pans and kitchen utensils.
- 2.10. Supervisory Employee. Those persons who have directly or indirectly performed management or professional services on behalf of Company for the Client at any time during this Agreement including, without limitation, any corporate employee, manager, assistant manager, chef, lead cook or dietitian.



### 3. FOOD SERVICES

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- 3.1 Food Service. Company will provide food preparation and service of food and beverages to Client's employees, staff and guests. In case of inclement weather which may impede meal delivery, Company Food Service Director, will determine if delivery of meals will cause a safety hazard. The Food Service Director will communicate with the Client to arrange meal pick up by the Client.
- 3.2 Program Specifications.
  - A. Menu. Company shall provide menus that meet nutritional requirements for inmate wellness per South Dakota Department of Corrections. Calories per day will be 2,500.
  - B. Hours. Company shall provide necessary Food Services at such hours as the Client and Company mutually agree.
- 3.3 Purchasing. Company shall purchase those Products and supplies necessary to comply with Company's obligations as set forth in this Agreement from Company's approved vendors that meet Company's guidelines and requirements.
- 3.4 Inventory. Company will purchase and own all inventories of food, beverages, and supplies.

### 4. EMPLOYEES

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- 4.1. Employees. Company shall hire employees necessary for its performance of this Agreement. Persons employed by Company will be the employees of Company and not of Client. Company's employees and agents shall comply with applicable rules and regulations concerning conduct on the Client's premises which the Client imposes upon its employees and agents provided such rules and/or regulations are not in violation of any federal, state, and/or local laws. Client agrees to provide Company notice of any proposed changes in rules, at least thirty (30) days prior to implementation. Company will consider Client's written requests to remove Food Service employees, provided such requests are non-discriminatory and comply with all laws and regulations governing employment.
- 4.2. Existing Employees; Employment Terms; Employee Pension and Benefit Plans. Company in its sole discretion may elect to hire any managers or employees of Client or Client's incumbent foodservice provider (collectively, "Existing Employees") who are qualified, available and willing to provide Food Service at the Premises. Company shall have the authority to establish the terms of employment for all current Company managers and employees (including Existing Employees that Company may elect to hire in connection with this Agreement). Client represents that such Existing Employees are not represented by a union and are not entitled to be paid a living or prevailing wage under any Governmental Rule or agreement.
- 4.3. Wages and Hours. Company shall comply with all applicable federal, state and local laws and regulations pertaining to the wages and hours of employment for Company's employees. Client shall comply with all applicable federal, state and local laws and regulations pertaining to the wages and hours of employment for Client's employees.
- 4.4. Payroll Taxes. Company shall be responsible for all withholding and payroll taxes relative to Company's employees. Client shall be responsible for all withholding and payroll taxes relative to Client's employees.
- 4.5. Background Checks. Company shall conduct necessary background checks as required by law.

- 4.6. Equal Opportunity and Affirmative Action Employer. Company abides by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their age, race, color, religion, sex, sexual orientation or national origin. Company employs and promotes individuals without regard to age, race, color, religion, sex, national origin, protected veteran status or disability.
- 4.7. Non-Hire. Client acknowledges that Company has invested considerable amounts of time and money in training its Supervisory Employees. Therefore, the Client agrees that during the Supervisory Employee's employment with Company and for a period of twelve (12) months thereafter no Supervisory Employees of Company will be hired by Client nor any facility affiliated with Client, nor will Client permit employment of Company Supervisory Employees on Client's Premises or the Premises of any facility affiliated with Client. Client agrees that if it violates this provision, Client shall pay to Company and Company shall accept as liquidated damages and not as a penalty, an amount equal to one time the annual salary) of the Supervisory Employee(s) hired by or allowed to work with Client in violation of the terms of this Agreement. Company shall be entitled to pursue all other remedies available under federal, state, or local law. This provision shall survive the termination of this Agreement.

## **5. PREMISES, FACILITIES, UTILITIES AND EQUIPMENT**

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**INTENTIONALLY OMITTED**

## **6. LICENSES, PERMITS AND TAXES**

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- 6.1 Licenses and Permits. Company shall procure, maintain and post the food licenses and permits as required by law.
- 6.2 Taxes. Company shall be responsible for collecting and remitting sales tax on applicable sales collected by Company. Unless Client provides documentation of Client's federal and state tax-exempt status to the Company's sole satisfaction, Client shall reimburse Company for state and local sales tax on the full amount of charges and fees billed to the Client. Client shall secure and pay all federal, state and local property, excise and income and other taxes and fees required for the Premises and resulting from the Food Services provided for hereunder. Client shall immediately pay for any tax assessments including interest, penalties, costs and expenses, which are assessed against the Food Service operation and were not in effect as of the Commencement Date or were owed but unpaid as of the Commencement Date. Client shall notify Company promptly should its sales tax status be changed.

## **7. FINANCIAL ARRANGEMENTS**

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### 7.1 Payment Arrangement.

#### A. Inmate Meal Rate.

- a. Flat Rate Client shall pay Company the amount of Six Dollars and Twenty-Five Cents (\$6.25) per meals

The rate shall not include charges for floor stock, nourishments, supplements, etc. These will be provided at actual cost plus 10% billed to Client.

C. Service and Pricing Assumptions. The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on the following assumptions:

1. Population:
2. Average Sales:
3. Patient Days:
4. Hours of Operation:
5. Purchasing: Company will make purchases on behalf of the Client at a level similar to that in place at the Commencement of this Agreement.

To the extent any of the basic assumptions change or if Client requests a significant change in Services as provided under this Agreement, the Company's base rate shall be proportionately increased, unless the Parties otherwise mutually agree otherwise.

7.2 Payments Due Dates, Method and Late Payment Penalty. Company shall issue an invoice at the end of each Accounting Period showing the amounts due. Client shall pay the full invoice amount within thirty (30) days from the issuance of the invoice. Payment Method shall be electronic via AFT/ACH transfer or another acceptable electronic method agreed upon between the parties. In the event payment is not made within thirty (30) days of the due date, the invoice will be subject to a finance charge of eighteen percent (18%) per annum or, if less, the maximum amount permitted under applicable law. The right of Company to charge the finance charge shall not be construed as a waiver of Company's normal entitlement to receive timely payment as set forth herein.

7.3 Right to Offset. In the event that Client is more than thirty (30) days past due on any obligations to Company, Company shall have the right to offset, from any other sums owed by Company to Client, all or any portion of such outstanding receivables. Additionally, Company shall have the right, at Company's option, at any time that Client is over thirty (30) days past due on any obligations require that Client pay, on a prebilling basis, at least one week in advance of each Accounting Period, the estimated amount due Company for that Accounting Period. The estimated amount shall be adjusted and reconciled to the actual amount in the next prebilling invoice, or if Client is no longer past due on its obligations to Company, with the next invoice due hereunder. Further, Company shall have the right to immediately adjust hours, prices, labor and menu offerings to further off-set any losses.

7.4 Change in Conditions. The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population; labor costs; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Company shall be renegotiated to reflect a

proportionate increase in Company's charges to the Client. Company will provide a thirty (30) day notice of such increased charges.

- 7.5 Future Pricing. Pricing adjustments shall be made on an annual basis and shall be agreed upon by the parties at a rate no less than the greater of: three percent (3%) or the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away From Home. Up to ninety (90) days prior to the anniversary of the Commencement Date, Company shall provide Client notification of the adjustment. On the anniversary date, Company proposed adjustments shall go into effect, unless the Parties have entered into a written agreement with an alternative cost adjustment.
- 7.6 Attorney's Fees and Costs. Client shall pay all costs of collecting any amount due Company, including attorney's fees and all costs and other expenses incurred by Company in collecting an indebtedness of Client. This provision shall survive the termination of the Agreement.

## **8. TERMINATION OF THE AGREEMENT.**

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- 8.1 Termination for Non-Performance. If either party refuses, fails or is unable to perform or observe any of the terms or conditions of this Agreement for any reason other than for Excused Performance as set forth in this Agreement, the party claiming such deficiency shall provide the breaching party written notice of any such breach. If the breaching party remedies such breach within (i) three (3) days in the case of failure to make payment when due, (ii) fifteen (15) days in the case of any other breach, or (iii) a reasonable time where cure is not possible within fifteen (15) days (collectively the "Notice Period"), the notice shall be null and void. If the breaching party fails to remedy the breach within the Notice Period, the party giving notice may cancel the Agreement after the end of the Notice Period.
- 8.2 Termination for Financial Insecurity. If either Party makes an unauthorized assignment for the benefit of creditors, files a petition under the bankruptcy or insolvency laws of any jurisdiction, has or suffers a receiver or trustee to be appointed for its business or property, or is adjudicated a bankrupt or an insolvent, the other party may terminate the Agreement with three (3) days' notice. Provided, however, that Client agrees to provide Company thirty (30) days' notice before filing a petition for bankruptcy.
- 8.3 Voluntary Termination. Either Party may terminate this Agreement with or without cause by written notice to the other party given not less than ninety (90) days prior to the effective date of termination.
- 8.4 Continuing Obligations. The termination of this Agreement shall not affect the rights, privileges, or liabilities of the Parties as they exist as of the effective date of termination. All outstanding amounts owed to Company shall become due and payable immediately upon termination. If, at Client's request, Company enters into agreements with one or more third parties in connection with its management of Client's Food Service operations (collectively, "Third Party Agreements"), Client agrees, at Client's sole cost and expense, to: (i) assume and undertake (or cause to be assumed and undertaken by the Food Service provider succeeding Company) all responsibilities of Company under all Third Party Agreements from and after the date this Agreement expires or is earlier terminated; (ii) release Company from all liability associated with such Third Party Agreements from and after the date this Agreement expires or is earlier terminated; and (iii) bear all liability and responsibility with respect to any costs, fees and other charges associated with

termination of such Third Party Agreements. This Paragraph shall survive the termination or expiration of this Agreement.

## **9. INDEMNIFICATION; INSURANCE**

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- 9.1 Insurance. Company shall maintain their own insurance on their respective real property, equipment and contents. Upon request, evidence of such insurance shall be provided in the form of a certificate of insurance.
- A. Company Insurance. Company shall procure and maintain the following insurance:
1. Worker's Compensation Insurance as prescribed by the laws of the state where the Premises are located; and
  2. Comprehensive General Liability Insurance, with limits of two million dollars (\$2,000,000.00) per occurrence and two million dollars (\$2,000,000.00) annual aggregate to cover any and all claims that arise during the course of this Agreement.
- C. Subrogation. Client and Company waive any and all right of recovery from each other for property damage or loss of use thereof, however occurring, which loss is insured under a valid and collectible insurance policy to the extent of any recovery collectible under such insurance. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal death or injury. Company shall not be liable to the Client, in any way for damage to the Facilities or Premises caused by reason of fire, or other hazard, however caused, or by the reason of an act of God. In any event, Company shall not be held liable for any cause to an extent which would exceed effective coverage and dollar limits prevailing under the policies of insurance described in this Agreement.
- 9.2 Indemnification. Each Party agrees to provide the following indemnification:
- A. Each party agrees that it will defend, indemnify and hold harmless the other party, its officers, directors, parent corporation, affiliates, employees and agents ("Indemnified Parties") against any and all liabilities, losses, damages, injuries, deaths, reasonable litigation expenses (including, without limitation, reasonable attorneys' fees), costs and costs of court (collectively, "Damages") which Indemnified Parties may hereafter sustain, incur or be required to pay arising out of the other party's negligent acts, omissions or failure to perform obligations pursuant to this Agreement. Provided, however, neither party shall be required to defend, indemnify and hold harmless the other party for any intentional or criminal actions of the other party or its employees, visitors or invitees. Client agrees to defend, indemnify and hold harmless Company Indemnified Parties from all Damages which may arise due to any act or omission of a Company Party made in compliance with a Client's rules or requirements.
- B. Notice of Indemnification. A party shall only be required to indemnify pursuant to the Agreement, where that party receives a written request to indemnify within twenty (20) days after the initial receipt of notice of any such lawsuit or claim by the party requesting indemnification. Failure to notify a party of such claim or lawsuit within the stated period of time shall relieve that party of any and all responsibility and liability under this Agreement to defend, indemnify and hold harmless for that claim or lawsuit.

## 10. GENERAL AGREEMENT TERMS

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- 10.1 Confidentiality. Neither Client, nor Client's employees or agents, shall disclose, photocopy, duplicate or use, either during or after the term of this Agreement, any Proprietary, Confidential and Trade Secret Information, without Company's prior written permission. All Proprietary, Confidential and Trade Secret Information shall remain Company exclusive property. Client's access or use of Company Proprietary, Confidential and Trade Secret Information or Software shall not create any right, title, interest or copyright in such Information or Software. If Client is requested to disclose any of the Confidential Information to any third party for any reason, Client shall provide Company with prompt notice of such request(s). Upon termination of this Agreement, Client shall return all Company Proprietary, Confidential and Trade Secret Information in Client's possession relating to Company's services pursuant to this Agreement. Client agrees that upon breaching this provision, Company shall be entitled to equitable relief, including injunction or specific performance, in addition to all other available remedies. This provision shall survive the termination of the Agreement.
- 10.2 Intellectual Property. Nothing in this Agreement is intended to grant any rights to Client under any patent, copyright, trademark, trade name, trade secret or other proprietary right of Company (whether now owned or hereafter developed or acquired), all of which are reserved to Company.
- 10.3 Independent Contractor Relationship. It is mutually understood and agreed, and it is the intent of the Parties, that an independent contractor relationship is hereby established under the terms and conditions of this Agreement. Employees of Company are not, nor shall they be deemed to be, employees of Client. Employees of Client are not, nor shall they be deemed to be, employees of Company.
- 10.4 Notice. Any notice required under this Agreement shall be deemed to have been sufficiently provided when delivered by hand, or three days after being sent by certified or registered mail return receipt requested, or by overnight delivery service with receipt of delivery, provided such delivery is to the parties at the following addresses:
- |                        |                             |
|------------------------|-----------------------------|
| <b>Client</b>          | <b>Company</b>              |
| Fall River Jail        | Cura Hospitality, LLC       |
| 906 North River Street | 2400 Ansys Drive, Suite 404 |
| Hot Springs, SD 57747  | Canonsburg, PA 15317        |
- 10.5 Excused Performance. If performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, regulation, decree or order by any federal, state, or local court, governmental agency or governmental authority, or because of riot, war, public disturbance, strike, lockout, differences with workmen, fire, flood, Act of God, pandemic, epidemic, or any other reason whatsoever, which is not within the control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option, suspend, without liability,

the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues.

- 10.6 Assignment or Transfer. Neither party may assign or transfer this Agreement, or any part thereof, without written consent of the other party. Such consent shall not be unreasonably withheld provided, however, that this shall not apply to Company's transfer to a parent, sister or successor company where Company provides Client at least thirty (30) days written notice.
- 10.7 Entire Agreement; Waiver. This Agreement, including any Exhibits hereto, constitutes the entire Agreement between the Parties with respect to the provisions of Company's services, and there are no other or further written or oral understandings or agreements with respect thereto except as otherwise set forth herein. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of Company and Client. This Agreement supersedes all other agreements between the Parties or their predecessors for the provision of Company Food Services.
- 10.8 Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be effective upon delivery and, thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same effect as if each party had signed on the same signature page. This Agreement may be transmitted by fax or by electronic mail in portable document format ("PDF") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures.
- 10.9 State Guidelines. Client hereby agrees that the validity and construction of this Agreement shall be governed by South Dakota law. Should a lawsuit be necessary to enforce this Agreement, Client hereby waives any objection to venue or personal jurisdiction and agrees to be subject to the jurisdiction of the courts located in South Dakota. A facsimile copy or photocopy of this Agreement shall be valid as an original thereof. EACH PARTY HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF AND BROUGHT BY ANY OTHER PARTY
- 10.10 Limitation of Liability. Company's entire liability and Client's exclusive remedy for damages arising out of or related to this Agreement or the Food Services shall not exceed the total amount paid by Client to Company for the current term of this Agreement. COMPANY SHALL NOT BE LIABLE FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF REVENUE OR PROFIT IN CONNECTION WITH THE PERFORMANCE OR FAILURE TO PERFORM THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.
- 10.11 Severability. Any term or provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.
- 10.12 Authority. Company and Client represent that the individual executing this Agreement has been duly and validly authorized to execute this Agreement on each party's respective behalf with the full power and authority under all applicable laws and respective articles of incorporation, bylaws or other governing instrument to enter into this Agreement and to perform their obligations hereunder.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]





**IN WITNESS WHEREOF**, the Parties, intending to be legally bound, have caused their appointed and duly assigned officers to execute this Agreement.

**FALL RIVER JAIL**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CURA HOSPITALITY, LLC**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF PAGES
1	9

<b>1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:</b> 19-LE-11020700-010	<b>2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:</b>	<b>3. MODIFICATION NUMBER:</b> 002
<b>4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):</b> Nebraska National Forests & Grasslands 125 North Main Street, Chadron, NE 69337	<b>5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):</b> Nebraska National Forests & Grasslands 125 North Main Street, Chadron, NE 69337	
<b>6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county):</b> Fall River County Sheriff's Office 906 N. River Street, Hot Springs, SD 57747	<b>7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):</b>	

### 8. PURPOSE OF MODIFICATION

<b>CHECK ALL THAT APPLY:</b>	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Add funds in the amount of \$5445.08.
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input checked="" type="checkbox"/>	OTHER (Specify type of modification): Add 2021 Annual Operating Plan.

**Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.**

**9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):**  
 The purpose of this Modification is to provide additional funding and add the 2021 Annual Operating Plan.

### 10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: EXHIBIT A - 2021 Annual Operating Plan

### 11. SIGNATURES

**AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

<b>11.A. FALL RIVER COUNTY SHERIFF'S OFFICE SIGNATURE</b>	<b>11.B. DATE SIGNED</b>	<b>11.C. U.S. FOREST SERVICE SIGNATURE</b>	<b>11.D. DATE SIGNED</b>
(Signature of Signatory Official)		(Signature of Signatory Official)	
<b>11.E. NAME (type or print):</b> SEE ATTACHED 2021 ANNUAL OPERATING PLAN FOR SIGNATURES		<b>11.F. NAME (type or print):</b> SEE ATTACHED 2021 ANNUAL OPERATING PLAN FOR SIGNATURES	
<b>11.G. TITLE (type or print):</b>		<b>11.H. TITLE (type or print):</b>	

### 12. G&A REVIEW

<b>12.A. The authority and format of this modification have been reviewed and approved for signature by:</b>  SEE ATTACHED 2021 ANNUAL OPERATING PLAN FOR SIGNATURES U.S. Forest Service Grants & Agreements Specialist	<b>12.B. DATE SIGNED</b>
--	--------------------------



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 19-LE-11020700-010  
Cooperator Agreement No. \_\_\_\_\_**EXHIBIT A****COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN****Between The  
FALL RIVER COUNTY SHERIFF'S DEPARTMENT  
And the  
USDA, FOREST SERVICE  
NEBRASKA NATIONAL FORESTS AND GRASSLANDS  
BLACK HILLS NATIONAL FOREST****2021 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Fall River County Sheriff's Department, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Nebraska National Forests and Grasslands and Black Hills National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #19-LE-11020700-010 executed on May 31, 2019. This Annual Operating Plan is made and agreed to as of the last date signed below and ending December 31, 2021.

Previous Year Carry-over: \$1,754.92  
Current Year Obligation: \$5,445.08  
**CY 2021 Total Annual Operating Plan: \$7,200.00**

***Invoices submitted, that are not within the performance period of this AOP, will not be paid.***

**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.



**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Robert J. Evans Fall River County Sheriff 906 N. River Street, Hot Springs, SD 57747 Telephone: 605-745-4444 FAX: 605-745-7591 Email: frcso@gwtc.net	Vince Logue 906 N. River Street, Hot Springs, SD 57747 Telephone: 605-745-4444 FAX: 605-745-7591 Email: frcso@gwtc.net 2 <sup>nd</sup> Email: deputy.logue@frcounty.org

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
David B. Hartley, Patrol Captain 2013 Eastside 2 <sup>nd</sup> Street Sheridan, WY 82801 Telephone: 307-674-2682 FAX: 307-674-2668 Email: david.hartley@usda.gov	Amanda Galdo 125 North Main Street Chadron, NE 69337 Telephone: 308-432-0388 FAX: 308-432-0309 Email: amanda.galdo@usda.gov

<b>U.S. Forest Service Field Contact</b>	<b>U.S. Forest Service Payment Approver Contact</b>
Eric Nelson 1019 N. 5 <sup>th</sup> Street Custer, SD 57730 Telephone: 605-673-9307 FAX: 605-673-5461 Email: eric.nelson@usda.gov	Linda Hartman 2013 Eastside 2 <sup>nd</sup> Street Sheridan, WY 82801 Telephone: 307-674-2653 FAX: 307-674-2668 Email: linda.hartman@usda.gov

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

\$.54/mile patrolled

Wages at the prevailing rate of \$25.00/hour.

**II. PATROL ACTIVITIES:**

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.



- B. Patrol on the following U.S. Forest Service roads, campgrounds, developed sites, or dispersed areas:

***Nebraska National Forests and Grasslands***

To make not less than six (6) vehicular patrols to western Fall River Country during the antelope season. These patrols are figured on the basis of 150 miles and 6 man-hours per patrol. Trip logs will be furnished to the Forest Service.

To make not less than two (2) vehicular patrols to western Fall River County the opening weekend of deer season. These patrols are figured on a basis of 150 miles and 6 man-hours per patrol. Trip logs will be furnished to the Forest Service.

Total reimbursement for this category shall not exceed the amount of: **\$3,600.00.**

***Black Hills National Forest***

To make vehicular patrols to the Keith Memorial Park and Cascade Falls. Patrols to begin May 2021 and continue through September 2021. Patrols will be conducted based on the agreed upon hourly rate and mileage in Section I-B above. Expenditures will not exceed the amount specified below. This will cover approximately 40 patrols. Patrols will be scheduled with varying hours.

Total reimbursement for this category shall not exceed the amount of: **\$3,600.00.**

Cooperator personnel assigned to Item 1 above will record names, addresses, and acts of persons involved in possible violation of Federal regulations and turn information over to the Forest Service law enforcement. If court appearances are necessary, Cooperator personnel will appear as witnesses.

Cooperator personnel assigned to Item 1 above will be regular employees of the Fall River County Sheriff's Department. All patrols will be with an official vehicle equipped with Sheriff's Department decals and law enforcement lights.

Total reimbursement for this category shall not exceed the amount of: **\$7,200.00.**

### III. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for



reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. **Drug Enforcement:** This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
2. **Fire Emergency:** During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.
3. **Group Gatherings:** This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated, or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

#### **IV. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- A. Itemized billing for reimbursements for Items listed under II-A and III will be invoiced monthly to:



Invoice must be sent by one of three methods (email is preferred):

EMAIL: [SM.FS.asc\\_ga@fs.fed.us](mailto:SM.FS.asc_ga@fs.fed.us)

FAX: 877-687-4894

POSTAL: USDA Forest Service  
Albuquerque Service Center  
Payments – Grants & Agreements  
101B Sun Ave NE  
Albuquerque, NM 87109

- B. Certification that services have been performed (Form FS-5300-5 and Daily Activity Log) (Refer to Clause II-F of the Cooperative Law Enforcement Agreement #19-LE-11020700-010 will be completed monthly and mailed to:

David Hartley, Patrol Captain  
Bighorn National Forest  
2013 Eastside 2<sup>nd</sup> Street  
Sheridan, WY 82801

- C. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$7,200.00	100%
Equipment	N/A	N/A
<b>Total</b>	<b>\$7,200.00</b>	<b>100%</b>

- D. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*
- V. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

ROBERT EVANS, Sheriff  
Fall River County Sheriff's Office

Date





---

JACK ISAACS, Forest Supervisor Date  
U.S. Forest Service, Nebraska National Forests and  
Grasslands

---

JEFF TOMAC, Forest Supervisor Date  
U.S. Forest Service, Black Hills National Forest

---

JOE FALKENBURG, Chairman Date  
County Commissioner

---

KEN PEARSON Date  
Acting Special Agent in Charge, Region 2

The authority and format of this agreement have been reviewed and approved for signature.

**AMANDA GALDO** Digitally signed by AMANDA GALDO  
Date: 2021.03.17 12:09:03 -06'00'

---

AMANDA GALDO Date  
U.S. Forest Service Grants Management Specialist



## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



**USDA**  
**Forest Service**

**LAW ENFORCEMENT ACTIVITY**  
**REPORT**  
*(Ref. FSM 5300)*

Agreement Number

Initial  Follow Up

1. Cooperator (Department Name):			2. National Forest:			
3. Record (1)	4. Action Code (2) (FS Use Only) U-Update	5. Unit Identification (3-11)			6. Date (12-5)	
		Region	Forest	State	County	Month
7. Patrol Units (16-18)		8. Search and Rescue Missions Hours (19-22)		9. Property Stolen (25-30) Dollars		
10. Property Recovered (31-36) Dollars			11. Controlled Substances Seized (37-45) Dollars (Street Value)			
12. Record (1)		13. Number of Crimes Occurring on National Forest System Lands				

13a. Item # (16-17)	13b. Type of Crime	13c. Coop Agreement Reimbursed Activity (18-20)	13d. Non-Coop Agreement Activities (21-23)
---------------------------	-----------------------	--	--

**PART I - FBI UNIFORM CRIME REPORTING**

01	Criminal Homicide		
02	Forcible Rape		
03	Robbery		
04	Aggravated Assault		
05	Burglary - Breaking or Entering		
06	Larceny - Theft (Except Motor Vehicle)		
07	Motor Vehicle - Theft		
08	Arson		

**PART II - FBI UNIFORM CRIME REPORTING**

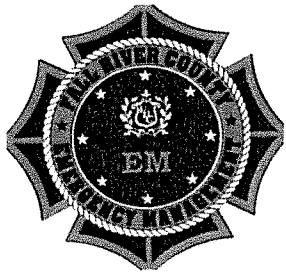
09	Other Assaults (simple)		
10	Stolen Property by Buying, Receiving, Possessing		
11	Vandalism		
12	Weapons - Carry, Possessing		
13	Narcotic Drug Law		
14	Driving Under the Influence		
15	Liquor Laws		
16	Drunkenness		
17	Disorderly Conduct		
18	All Other Offenses		

**PART III - COOPERATOR ASSISTS**

19	Assists to Forest Service Officers		
20	Assists to Public		

Remarks:

**NOTE:** This document is for OFFICIAL USE ONLY. It and its contents are not to be distributed outside your agency, nor duplicated, without prior approval of the USDA, Forest Service, Law Enforcement and Investigations.



*Emergency Management  
Fall River County*

*Franklin W. Maynard CEM CFM  
906 N. River St.  
Hot Springs, SD 57747*


605 745-7562 605 890-7245 em@frcounty.org



**Date: March 25, 2021**

**Subj: Commission Update**

1. **Volunteer List:** I am requesting Ed Jensen be added to the list of volunteers for Emergency Management.
2. **Commission Minutes:** SD OEM is now requiring some items that are approved by the Commission be included in the minutes and a copy of the minutes uploaded into Web EOC with the quarterly reports. I will be putting a special \* by these items so they will be included in the published minutes.
3. **Homeland Security Grant:** The in vehicle tablets and printers were approved at the Region 4 HLS meeting and when funding becomes available later this year, the county can proceed to purchase and install this equipment.
4. **SD State Radio Inventory:** The SD State Radio is requesting an inventory of radios that still need to be on the State Network. I am providing a list of Emergency Management radios that can be removed and an inventory of radios that still need the state network access.
5. **Bureau of Reclamation Exercise:** The annual Angustura Dam exercise was held on March 11<sup>th</sup> and was completed virtually.
6. **Fires & Incidents:**
  1. 3/10/2021: Smoke Call: Dollar General Edgemont: Edgemont Fire and Ambulance.
  2. 3/18/2021: Structure Fire: 12782 Meadow Ct. Hot Springs Fire, Hot Springs Ambulance, Fall River Sheriff's Office and Black Hills Chapter of Red Cross.

  
Franklin W. Maynard, CEM, CFM  
Emergency Manager  
Fall River County  
906 N. River Street  
Hot Springs, SD 57747

**THIS IS A CONTRACT**

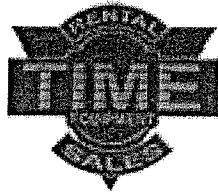
THE WORDS RENTER, BUYER YOU AND YOURS MEANS THE PERSON WHO SIGNS THIS CONTRACT (OR ARE OBLIGATED UNDER ITS TERMS). WE, OUR AND DEALER REFER TO THE BUSINESS NAMED AT RIGHT

**SPECIALS ORDERS**

ALL CANCELLED OR RETURNED SPECIAL ORDERS ARE SUBJECT TO A 25% RESTOCKING CHARGE.

**DOWN PAYMENTS**

PARTY/EVENT RESERVATION DOWN PAYMENTS ARE NON-REFUNDABLE



**TIME EQUIPMENT RENTAL & SALES, INC.**

311 N. CABELL STREET  
RAPID CITY, SOUTH DAKOTA 57701-1713  
(800) 371-2360  
(605) 348-2360

**TERMS:CASH IN ADVANCE**

ESTABLISHED OPEN ACCOUNTS ARE DUE AND PAYABLE NET WITHIN 30 DAYS. PAST DUE ACCOUNTS BEAR LATE PAYMENT PENALTIES AT 1-1/2% PER MONTH.

**WARRANTY POLICY**

INSTALLATION LABOR IS COVERED UNDER WARRANTY FOR 1 YEAR FROM DATE OF PURCHASE. AFTER THAT, ONLY THE MANUFACTURERS WARRANTY WILL APPLY.

Customer: Customer: 011457  
FALL RIVER COUNTY  
906 N RIVER STREET  
HOT SPRINGS SD 57747

CSO-719139 PG 1  
FALL RIVER COUNTY  
906 N RIVER STREET  
HOT SPRINGS SD 57747

(605) 745-5130

PO : Estimated Date: 3/5/2021

Qty	Item	Description	Each	Amount
1	17139	MEYER MOUNT GM 99-10 GM HD PLUS	593.00	593.00
1	41600	MEYER PLOW LOT PRO LD SOS COMMERCIAL 1/2 TON ONLY	3,529.00	3,529.00
1	09275	MEYER BLADE 7.5 LOT PRO LD FIT WITH 41600	836.00	836.00
6	Install 1	- Installation Charge	95.00	570.00
1	SHOP 1	SHOP SUPPLIES CHARGE- INSTALL BAY INSTALL BAY	19.95	19.95

ALL PARTS ARE ON HAND AS OF 3-5-21  
PRICE IS FOR STOCK ON HAND ONLY.

Estimated Parts 4,977.95  
Estimated Labor 570.00  
Estimated Total 5,547.95

I, the undersigned renter, specifically acknowledge that I have received and understand the instructions regarding the use and operation of the rented equipment. Renter further acknowledges that he has read and fully understands the within equipment rental contract and agrees to be bound by all of the terms, conditions and provision hereof. Renter acknowledges that he has received a true and correct copy of this agreement at the time of execution hereof.

I accept/decline the damage waiver, as provided on the reverse side and agree to pay the above described additional charges therefore

IF DECLINED  
PLEASE INITIAL

X

THIS IS YOUR CONTRACT, READ BOTH SIDES BEFORE SIGNING



2727 N Plaza Dr.  
Rapid City, SD 57702

Phone 605-348-6529 Fax 605-342-1160

**Quote**  
No.: **65913**  
Date: 3/10/2021

Prepared for:

Lyle Jensen  
Fall River County Auditor  
906 N River Street  
Hot Springs, SD 57747 USA

Account No.: 1889  
Phone: (605) 745-5145  
Fax: (605) 745-3530

Qty	Description	UOM	Sell	Total
1	Genetec Advantage Renewal Flat Rate for 1 Unified Omnicast or Synergis Standard system 1-year	EA	\$200.00	\$200.00
1	Genetec Advantage Renewal Flat Rate for 1 Omnicast or Synergis Standard system 1 year	EA	\$600.00	\$600.00

Your Price:                      **\$800.00**

Total:                      **\$800.00**

Prices are firm until 4/9/2021

**Prepared by:** Eric Eisenbraun, ericeisenbraun@goldenwest.com

**Date:** 3/10/2021

Genetec Advantage Renewal 4/1/2021-3/31/2022

**Multi-Year Discount Options**

- 2-year 10%
- 3-year 20%
- 4-year 25%
- 5-year 30%

**Accepted by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Disclaimer**

Unless otherwise specified, all labor is charged on a time and materials basis. Any additional service charge or travel will apply. Any quoted cable runs assume that there is an available cable pathway; if not, additional charges may apply. Applicable taxes and/or additional freight charges may be added on to the invoice. Terms: A 30% down payment may be required for sales of \$10,000 or more, with the balance due Net 15 days.



2727 N Plaza Dr.  
Rapid City, SD 57702

Phone 605-348-6529 Fax 605-342-1160

**Quote**

No.: **65919**

Date: 3/11/2021

Prepared for:

Lyle Jensen  
Fall River County Auditor  
906 N River Street  
Hot Springs, SD 57747 USA

Account No.: 1889  
Phone: (605) 745-5145  
Fax: (605) 745-3530

Qty	Description	UOM	Sell	Total
1	DataOn 5108 2U 8x2.5" All-NVMe Rackmount server	EA	\$16,223.21	\$16,223.21
1	Microsoft Windows Server 2019 Datacenter- License - 16 Cores - Open Government	EA	\$5,083.00	\$5,083.00
75	Microsoft Windows Server 2019 - License - 1 user CAL - Open Government	EA	\$29.00	\$2,175.00
5	Microsoft Windows Remote Desktop Services 2019 - License - 1 User CAL - Open Government	EA	\$109.00	\$545.00
1	Project Installation & Configuration	EA	\$12,660.00	\$12,660.00

Your Price:                      **\$36,686.21**

Total:                      **\$36,686.21**

Prices are firm until 4/10/2021

**Prepared by:** Eric Eisenbraun, ericeisenbraun@goldenwest.com

**Date:** 3/11/2021

Config includes

- DataOn 5108 2U 8x 2.5" All-NVMe Rackmount Server
- Qty 2 - Intel Xeon Silver 4208 Processor - 2.1GHz, 8-Core
- Qty 4 - 32GB DDR4 2933MHz Registered ECC RDIMM
- Qty 2 - 480GB M.2 SATA SSD (for OS)
- Qty 6 - Intel 2TB 2.5" NVMe SSD
- Qty 2 - 10GbE RJ-45 On board NIC
- Qty 1 - Quad port 1GbE RJ-45 NIC
- Qty 1 - Intel 2U Premium Rail Kit & Cable Management Arm
- Qty 1 - Intel Remote Management Module 4
- Qty 1 - TPM 2.0 Kit
- Qty 2 - 1300W hot-swappable redundant power supplies
- 5 Year Warranty

**Accepted by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Disclaimer**

## Fall River County Requirements

1. Right of way and temporary and permanent easements
2. Coordination of any utility adjustments
3. Final gravel surfacing
4. Furnish and install temporary and-or permanent fencing
5. Remove silt fence in permanently seeded areas after vegetation is established



**31-14-27. County construction or replacement of bridges and culverts on township secondary roads--  
Reimbursement of county.**

If a township board of supervisors or county highway superintendent requests the board of county commissioners to construct or replace in its entirety any bridge or the placing or replacing of any culvert with an opening of sixteen square feet or more including material upon the secondary roads within the township, the board of county commissioners may cause the work to be done and the township shall reimburse the county up to and including five hundred dollars. If the cost is in excess of five hundred dollars, the county and township may enter into an agreement as to how the cost in excess of five hundred dollars will be split between the county and the township. After the placing or replacing of any culvert as provided in this section, the culvert shall be maintained and kept clean at the expense of the township. The construction or replacing of any bridge or the placing or replacing of any culvert with an opening of less than sixteen square feet upon a secondary road within a township shall be at the total expense of the township. The bridge or culvert shall be maintained and kept clean at the expense of the township.

**Source:** SL 1919, ch 333, § 30; SDC 1939, § 28.1403; SL 1949, ch 111; SL 1955, ch 102, § 2; SL 1957, ch 127; SL 1974, ch 203, § 1; SL 1980, ch 210; SL 1981, ch 226; SL 2018, ch 168, § 55.

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31-14-27.1. Repealed by SL 1995, ch 171

TO: Local Government Assistance  
South Dakota Department of Transportation  
700 Broadway Avenue East  
Pierre, South Dakota 57501-2586

RE: UTILITIES CERTIFICATE

PROJECT NUMBER BRO 8024(00)19-1 PCN 075T

This is to certify that the Board of County Commissioners of Fall River County, South Dakota, will move and/or adjust or will cause to be moved, and/or adjusted, any and all utilities, whether publicly or privately owned, lying in the path of or conflicting with the construction of said project within the limits of said county.

1. The moves and/or adjustments will be accomplished at no cost to the State of South Dakota; and without Federal participation; and will be coordinated with the construction of said project. The following utilities have been contacted and are aware of the project:

<u>Utility Company</u>	<u>Date Contacted</u>
Golden West Telecommunications	2/22/2021

2. The utilities referred to in this certificate do not include railroads or railroad owned facilities.
3. All other utilities not included in this certificate are listed below:

We also certify that all physical features (fences, signs, posts, etc.) to be removed under utilities negotiations have been moved or will be moved by the date of the letting or that an agreement has been negotiated with the owner involved.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 21.

BOARD OF COUNTY COMMISSIONERS

ATTEST: OF Fall River COUNTY

\_\_\_\_\_  
COUNTY AUDITOR  
(SEAL)

BY: \_\_\_\_\_  
CHAIRMAN

Approved by: \_\_\_\_\_  
Project Manager Date

**RIGHT-OF-WAY CERTIFICATE**

TO: Local Government Assistance  
South Dakota Department of Transportation  
700 Broadway Avenue East  
Pierre, South Dakota 57501-2586

RE: Project No. BRO 8024(00)19-1, County Fall River, PCN 075T  
Bridge Improvement Grant Project

This is to certify that the Board of County Commissioners of Fall River County, South Dakota has acquired all necessary right of way and temporary construction easements required for the construction of Project Number BRO 8024(00)19-1 in Fall River County, in accordance with the provisions of the Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 as amended. Relocation assistance was \_\_\_ was not X required on this project and, if so, was accomplished in accordance with State directives.

We also certify that all improvements (utilities, fence, etc.), to be removed under right of way negotiations have been moved or will be moved by the date of the letting or that the necessary agreement has been reached with the owner involved.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 21.

BOARD OF COUNTY COMMISSIONERS

ATTEST: OF Fall River COUNTY

BY: \_\_\_\_\_

COUNTY AUDITOR  
(SEAL)

CHAIRMAN

**FAXED BID:**

**TO: FALL RIVER COUNTY HIGHWAY DEPT.**

FAX # 605-745-5912

PHONE # 605-745-5137

ACCEPTED  
3/8/21  
KW

DATE: 3/8/2021

FROM: H-I-D-WAY PHONE: 890-1010

BID FOR: PROPANE: 500 GAL TANK IN EDGEMONT

AMOUNT OF BID: \$ 1.55 PER GALLON

(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 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**

**FAXED BID:**

**TO: FALL RIVER COUNTY HIGHWAY DEPT.**

**FAX # 605-745-5912**

**PHONE # 605-745-5137**

DATE:

3-8-21

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: \$

180

(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**

**FAXED BID:**

**TO: FALL RIVER COUNTY HIGHWAY DEPT.**

FAX # 605-745-5912

PHONE # 605-745-5137

DATE: 3/8/2021

FROM: DAKOTA PROPANE PHONE: 745-5959

BID FOR: PROPANE:

AMOUNT OF BID: \$ NO BID OFFERED.

(THIS BID INCLUDES ALL APPROPRIATE TAXES AND FEES)

Signed By: I CALLED FOR BIDS, NO BID WAS OFFERED.  
Kn

**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**

ACCEPTED  
3/16/2021  
Km

FAXED BID:

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

DATE: 3-16-21

745-4189

FROM: Nelson's Oil & Gas, Inc. PHONE: ~~745-5912~~

BID FOR: 8000 gallons E-10 Blended Gasoline

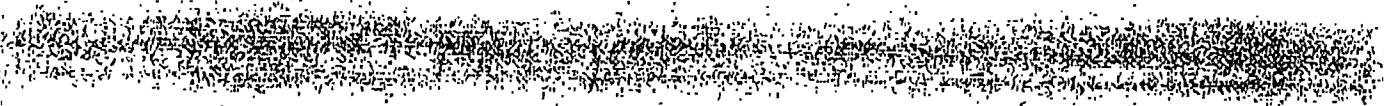
AMOUNT OF BID: \$ 2.56 / gallon  
(This bid includes all appropriate taxes and fees)

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.

Thank You



**FAXED BID:**

**TO: FALL RIVER COUNTY HIGHWAY DEPT.**

**FAX # 745-5912**

**PHONE # 745-5137**

DATE: 3/16/2021

FROM: H-I-D-WAY PHONE: 890-1010

BID FOR: 8000 GAL E-10 UNLEADED

AMOUNT OF BID: N/A - NO BID, NOT PLACING TANKER ORDERS.

(THIS BID INCLUDES ALL APPROPRIATE TAXES AND FEES)

Signed By: Bruce 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 today's bid"** on the line designated for the Bid Amount.

**THANK YOU**



Subject **Seeking bids on 8000 gal e-10 unleaded gas**  
From <hwyofficemgr@gwtc.net>  
To Dispatch <dispatch@MGOIL.com>  
Date 2021-03-16 06:08  
Priority Highest

---

Good morning,

Fall River County HWY Dept is seeking bids on 8000 gal e-10 unleaded gas, to be delivered to our shop at 27518 Cascade Rd, Hot Springs.

Please respond by email, phone, or fax by 9am today.

Ken Martin,  
FRC HWY Dept Office MGR

NO RESPONSE AS OF 9AM, BID DEADLINE.

Km

**APPLICATION FOR PERMIT TO OCCUPY COUNTY HIGHWAY RIGHT-OF- WAY**

**TO: THE BOARD OF COUNTY COMMISSIONERS**

**DATE: \_\_\_\_\_ FALL RIVER COUNTY, Edgemont, SOUTH DAKOTA**

Application is hereby made by Golden West Telecommunications, South Dakota for permit to occupy highway right-of-way located from: See Attached Sheets for Locations  
To: \_\_\_\_\_.

**AERIAL FACILITIES:** Location, type and size of the proposed line and anchors with respect to the center line of the road or outer edge of the right-of-way and location of crossings showing any right-of-way are shown on Exhibit "A" (Sketch) attached.

**UNDERGROUND FACILITIES:** A sketch showing the approximate route and location of the proposed facility for which a permit is hereby requested is attached as Exhibit "A" and made a part hereof.

The following information is pertinent to the proposed installation:

1. Intended usage or rating: Telecommunication Services
2. Pipe size, cable size and type: Fiber Optic Cable
3. Outside diameter: 1.25"
4. Maximum pressure at which pipeline will be operated: N/A
5. Size and Type of metal casing: \_\_\_\_\_
6. Minimum depth of cable or pipeline: 36" in ROW, 48" Under roadway
7. Casing will be installed by minimum size boring and will extend from toe of in-slope to toe of in-slope.
8. This Installation will comply with the most recently adopted ASA, Code for Gas Transmission and Distribution Pipe systems or the National Safety Code. Marker sign(s) will be installed where appropriate.

The installation and maintenance of said utility facilities will not interfere with or impair construction, maintenance or use of any highway and will comply with all safety regulations of the State and Federal Government. When trenching is done on County R.O.W. the trenches must be tamped to avoid any settlement.

Future adjustments and maintenance will be in accordance with State and Federal Laws and Regulations and will be performed at no cost to the County or the Federal Government.

APPROVED \_\_\_\_\_ 20 \_\_\_\_\_

SUBMITTED March 3 20 21

\_\_\_\_\_  
County Chairman

Golden West Telecommunications

\_\_\_\_\_  
County Auditor

By Mickie Abell

ROW Specialist

\_\_\_\_\_  
Title




Date: February 22, 2021

To Whom It May Concern:

This letter authorizes Vantage Point Solutions to apply for and sign my name on permits authorized by and on behalf of Golden West Telecommunications in the State of South Dakota.

Golden West Telecommunications

By:

  
Mrs. Mickie Abell, ROW Specialist

Golden West Telecommunications

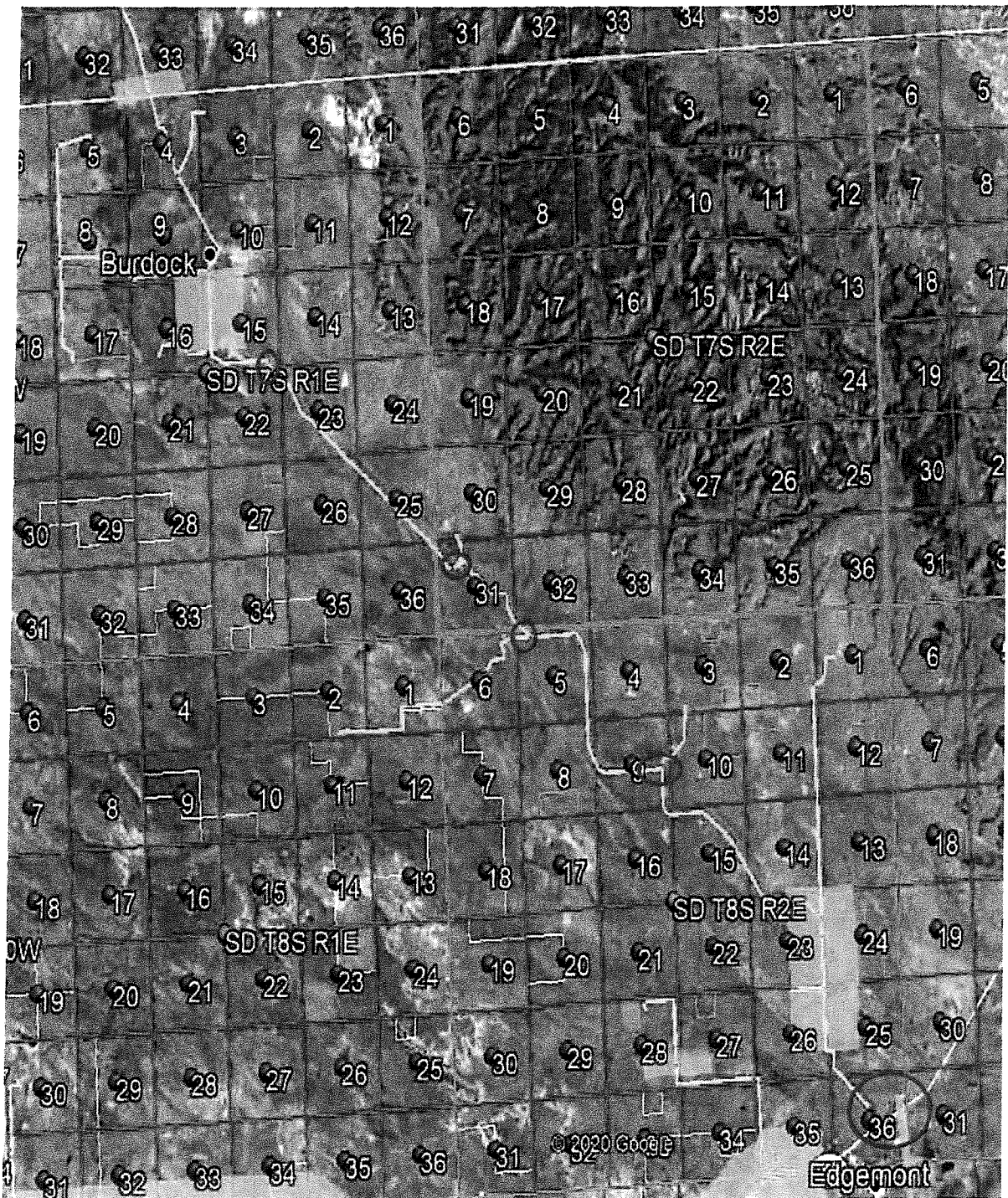
P. O. Box 411

415 Crown Street

Wall, South Dakota 57790

(605) 279-1542 or Cell: (605) 685-3049

[mickieabell@goldenwest.com](mailto:mickieabell@goldenwest.com)

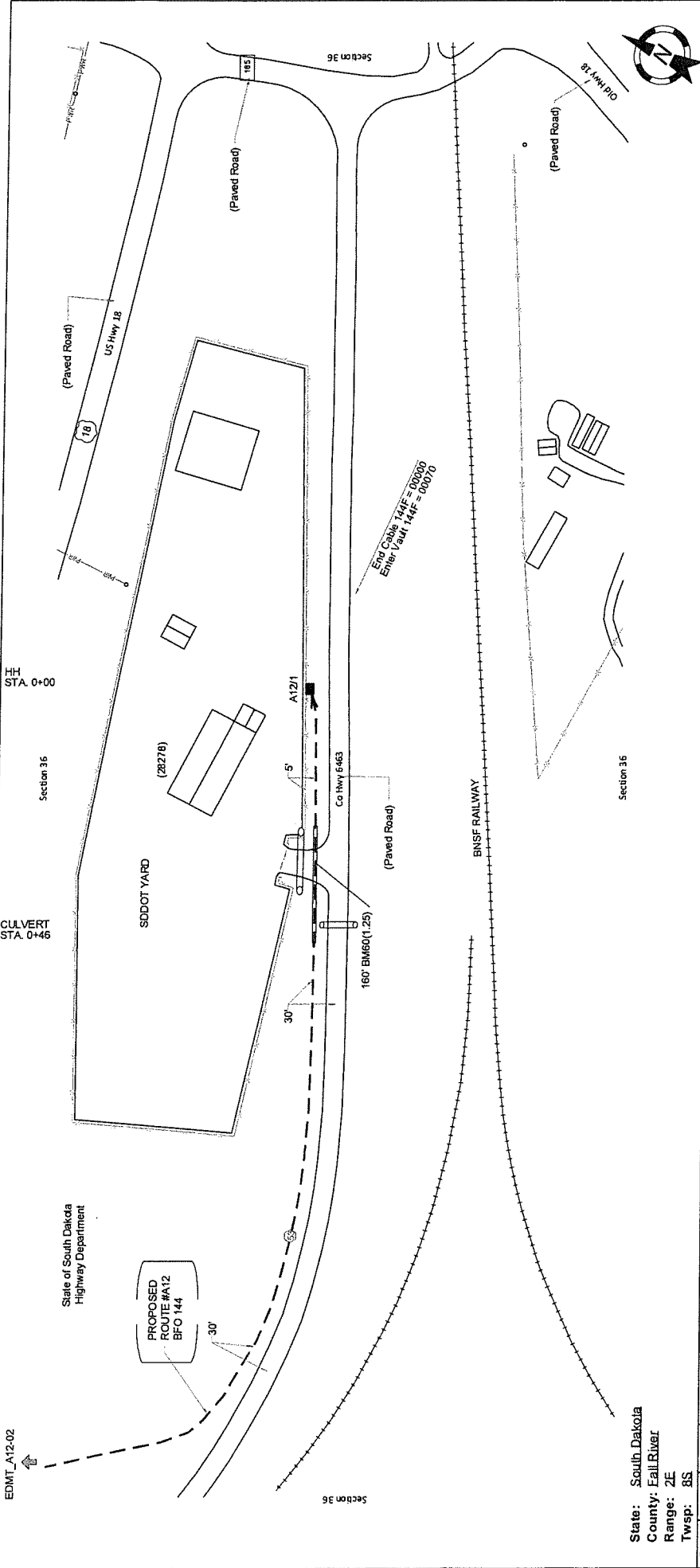


Most construction will take place outside County ROW, the circled and blue areas are the areas inside County ROW.

Please see attached Staking Sheets for more detail.



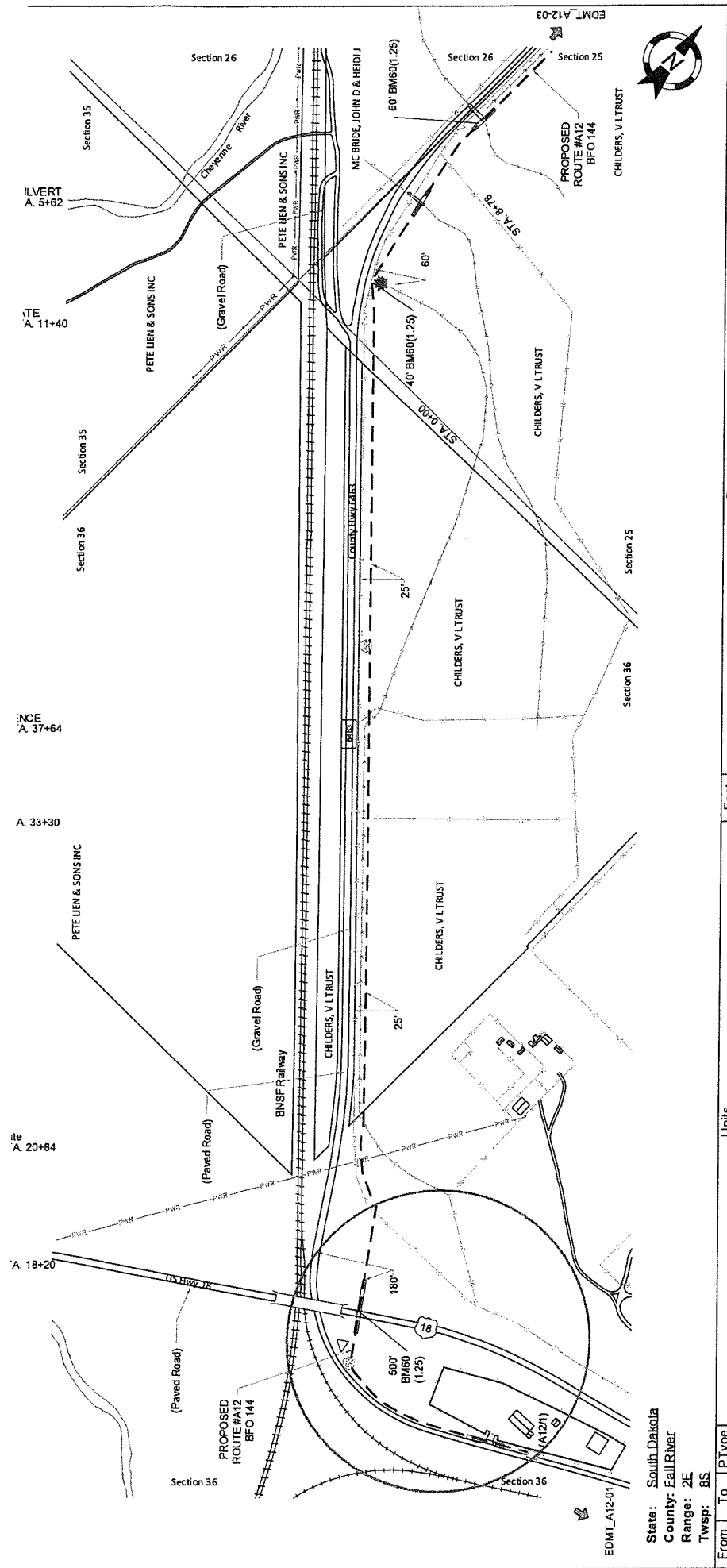




As Stated  
**Golden West Telecommunications**  
 Name: EDMT\_A12-A1  
 WO: Edgemont, SD 57002  
 Exch: Edgemont  
 Route: A12  
 ROW: PUBLIC  
 Section: 36  
 Sheet 1 of 27

From	To	PType	Units	Feet	HO	W	Remarks
A12/1	A12/1			1	144	BHF	1
						HBFO	1

CAUTION: BURIED FACILITIES MAY BE PRESENT. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR LOCATING PRIOR TO CONSTRUCTION.



State: South Dakota  
 County: Fall River  
 Range: 2E  
 Twp: 8S

From To PType

Units

Feet

Remarks

As Shaded  
 Golden West  
 Telecommunications

Name: EDMT\_A12-02  
 W/O: EdgemanT20002  
 Etch: Edgeman  
 Route: A12  
 ROW: Public  
 Section: 36

Revised By:	BAI	Date	4/2/19
Revised By:		Date	
Revised By:		Date	
Revised By:		Date	
Revised By:		Date	
As Built By:		Date	

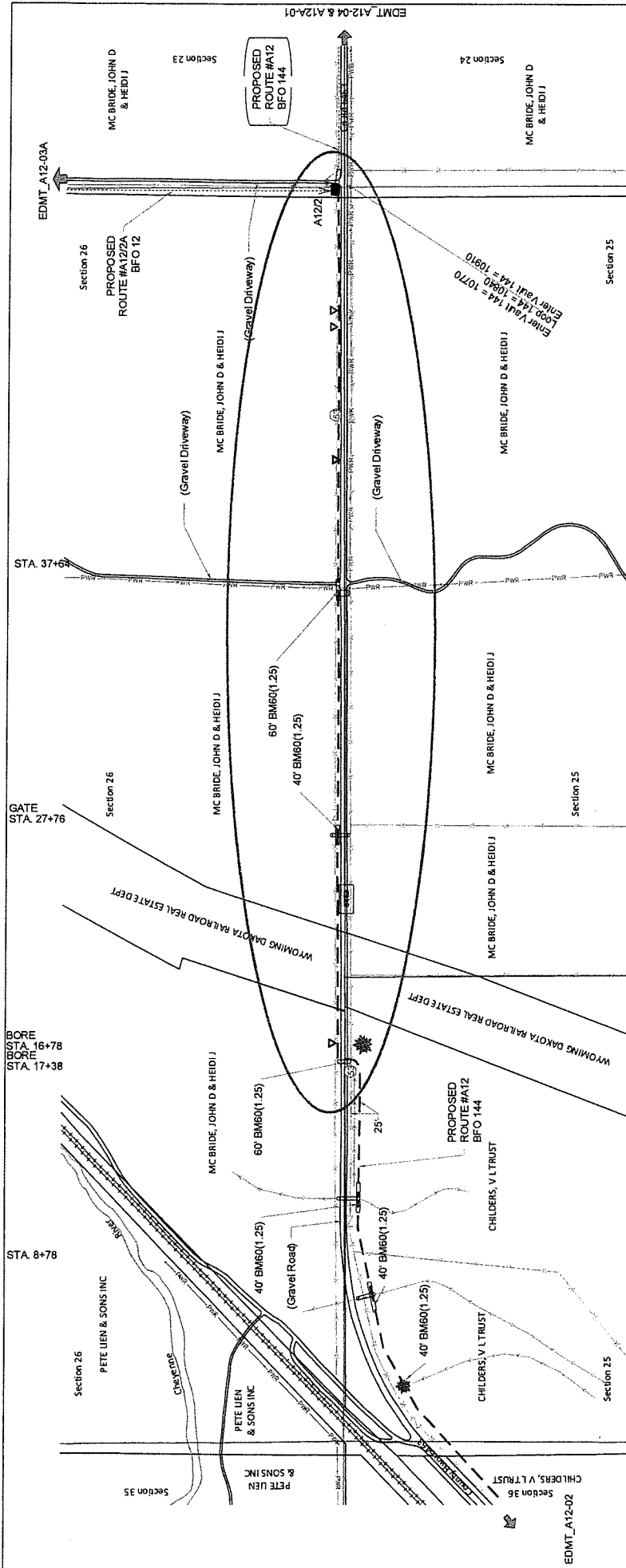
Scale: 1" = 400'

Sheet 2 of 27

# RECAP SHOWN ON SHEET A12-03

CAUTION: BURIED FACILITIES MAY BE PRESENT. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR LOCATING PRIOR TO CONSTRUCTION.





State: South Dakota  
 County: Fall River  
 Range: 2E  
 Twp: 8S

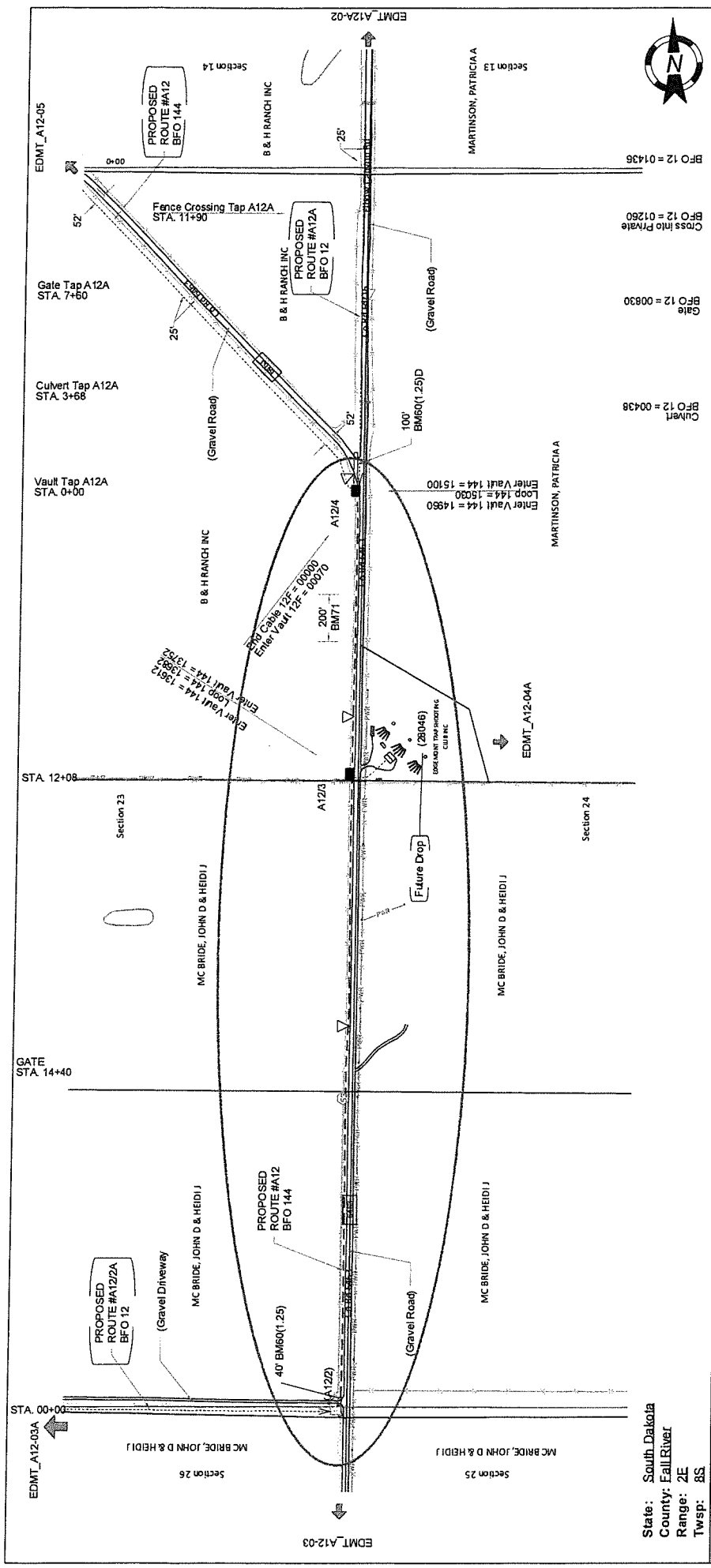
From (A12/I)	To	P Type	Units	Feet	BM	HBFO	HO	Remarks
A12/I	A12/I	BHF(36x60x46)T	BFO 144	9920	2(5/8)Ø	1	(2-14)(12)	140' Loop
A12/I	A12/I		BFO 144I	920	53	5	1	
A12/I	A12/I				55	1		
A12/I	A12/I				60(1.25)	40		
A12/I	A12/I				60(1.25)	40		
A12/I	A12/I				60(1.25)	40		
A12/I	A12/I				60(1.25)	40		
A12/I	A12/I				60(1.25)	60		
A12/I	A12/I				60(1.25)	60		
A12/I	A12/I				60(1.25)	160		
A12/I	A12/I				60(1.25)	500		

As Staked  
 Golden West  
 Telecommunications  
 Name: EDMT\_A12-03  
 W/O: Edgeman T20002  
 Etc: Edgeman  
 Reel: A12  
 ROW: PUBLIC/PRIVATE  
 Section: 26

Staked By:	BAL	Date:	4/27/19
Revised By:		Date:	
Revised By:		Date:	
Revised By:		Date:	
As Built By:		Date:	

Scale: 1" = 400'  
 Sheet 3 of 27

CAUTION: BURIED FACILITIES MAY BE PRESENT. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR LOCATING PRIOR TO CONSTRUCTION.



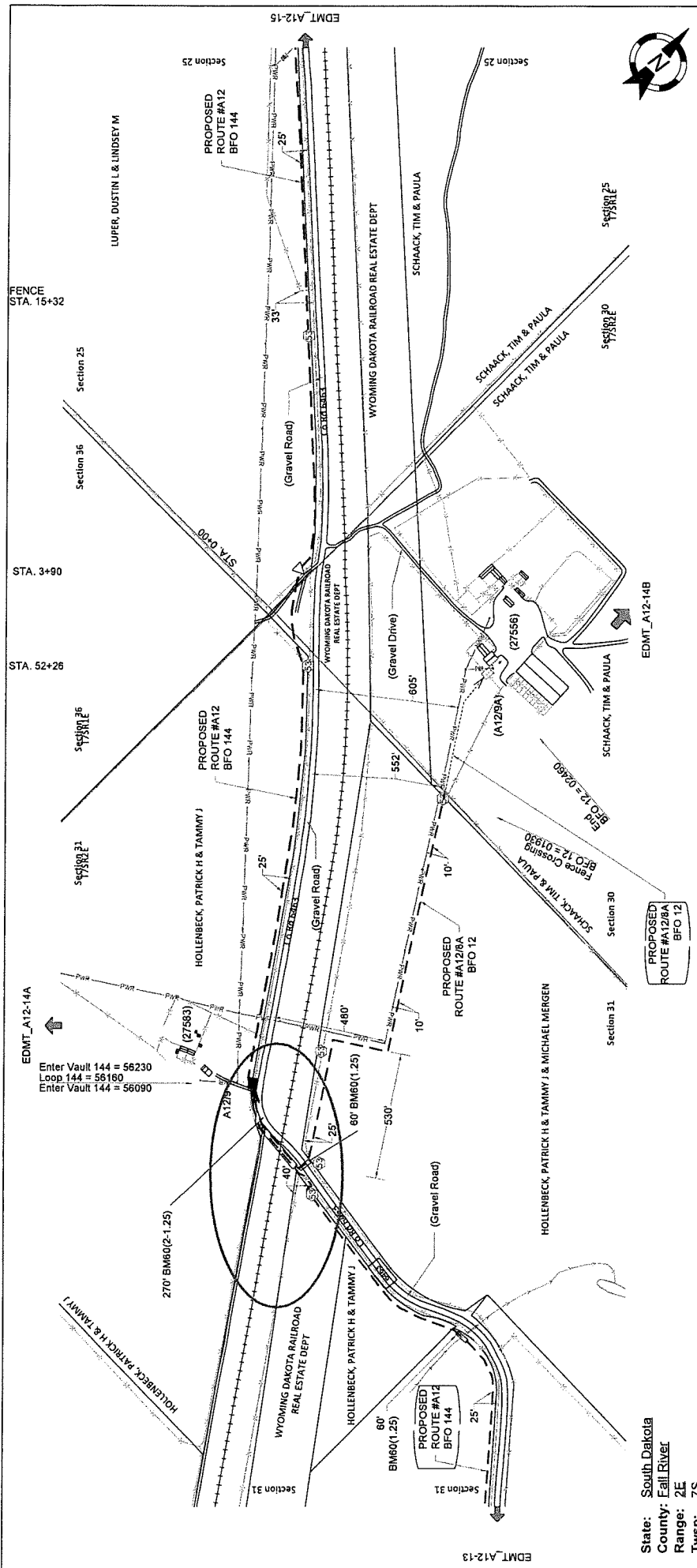
State: South Dakota  
 County: Fall River  
 Range: 2E  
 Twp: 8S

From (A122)	To	PType	Units	Feet	BM	HBFO	HO	Remarks
A123	A123		BFO 144	2802	2(5/8)(8)	1	(2-144)(2)	140' Loop
A123	A123		BFO 141	40	53	1		
A123	A123			55	80(1.25)	40		
A123	A124		BFO 144	1366	2(5/8)(8)	1	(2-144)(12)	140' Loop/feet End
A124	A124			55	55	1		
A124	A124			71	71	200		

As Staked  
 Golden West  
 Telecommunications  
 Name: EDMT\_A12-04 & A12A-01  
 WO: Edgmont  
 Exch: Edgmont  
 Route: A12 & A12A  
 ROW: PUBLIC/PRIVATE  
 Section: 23

Staked By:	BAL	Date:	4/4/19
Revised By:		Date:	
Revised By:		Date:	
Revised By:		Date:	
Plowed By:		Date:	
As Built By:		Date:	

CAUTION: BURIED FACILITIES MAY BE PRESENT. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR LOCATING PRIOR TO CONSTRUCTION.



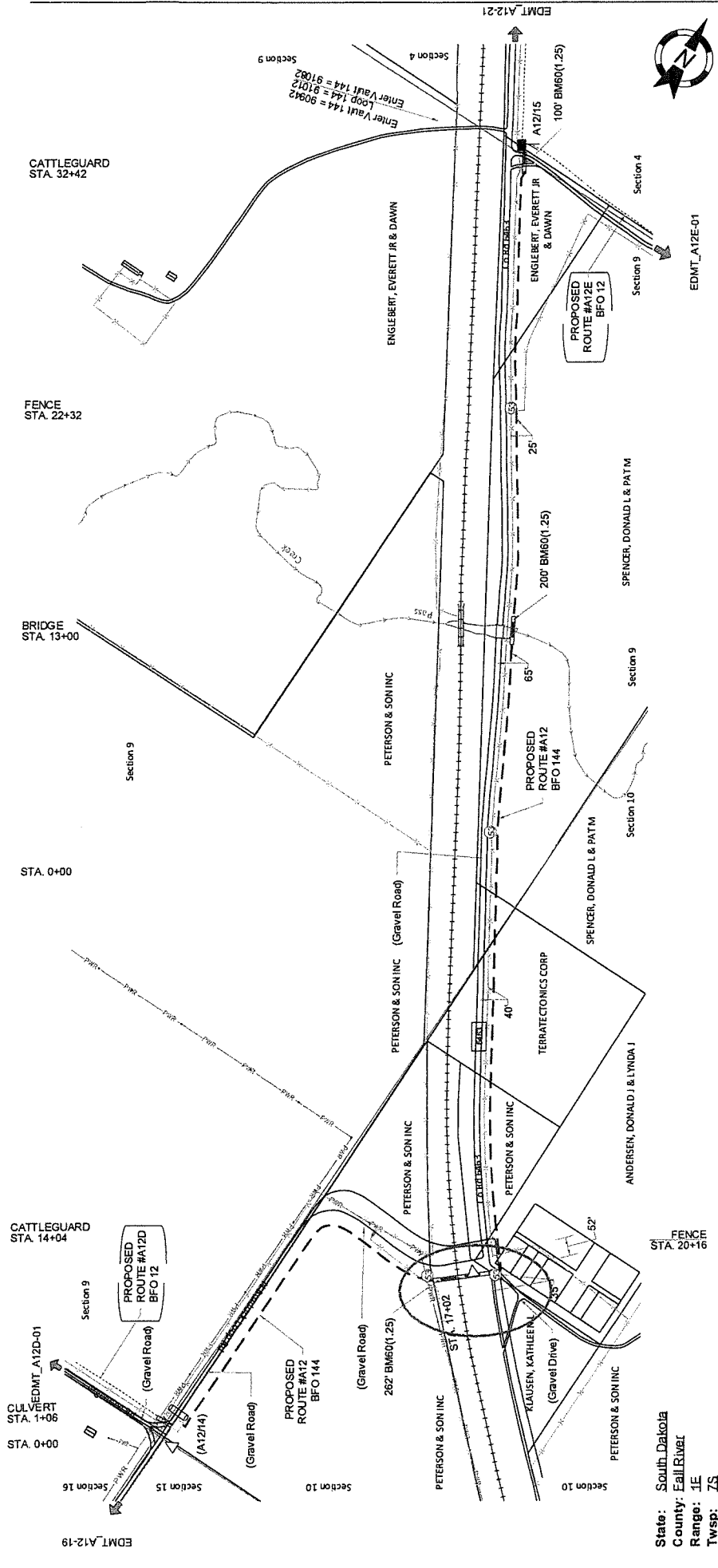
**As Staked**  
**Golden West**  
**Telecommunications**  
 Name: EDMT\_A12-14  
 W/O: Edgemont T20002  
 E/Ch: Edgemont  
 Route: A12  
 ROW: PRIVATE  
 Section: 31

Staked By:	BAI	Date:	4/20/19
Revised By: <td>TUG</td> <td>Date:</td> <td>4/10/19</td>	TUG	Date:	4/10/19
Revised By:		Date:	
Revised By:		Date:	
Revised By:		Date:	
As Built By:		Date:	

From	To	P/Type	Units	Feet	BM	HBFO	HO	Remarks
(A12/8)	A12/8	BFO 144		4630	2(5/8)(8)	1	(2-14)(12)(2)	140' Loop
	A12/8	BFO 144I		390	53	4		
	A12/8			55	60(1.25)	1		
	A12/8			60	60(1.25)	60		
	A12/8			60	60(1.25)	60		
	A12/8			270	60(2-1.25)	270		

State: South Dakota  
 County: Fall River  
 Range: 2E  
 Twp: 7S

CAUTION: BURIED FACILITIES MAY BE PRESENT. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR LOCATING PRIOR TO CONSTRUCTION.

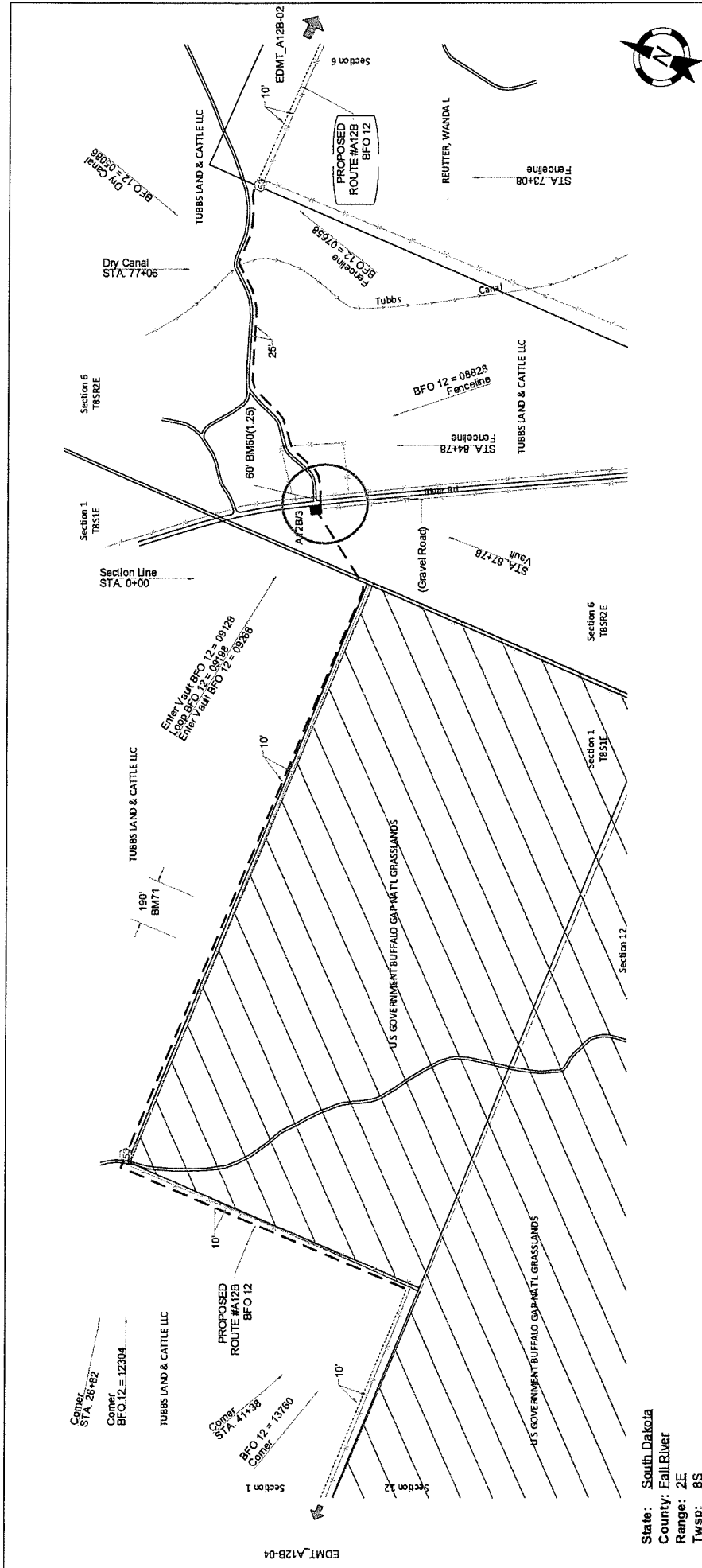


State: South Dakota  
 County: Fall River  
 Range: 1E  
 Twp: 7S

From	To	Pi Type	Units	Feet	BM	HBFO	HO	Remarks	
A12/14	A12/15	BHF(5660x9)T	BFO 144	6440	2(5/8)(6)	1	(2-144)(12)	1 6	140' Loop
A12/15	A12/15		BFO 144	502	53	4			
A12/15	A12/15				55	1			
A12/15	A12/15				60(1.25)	100			
A12/15	A12/15				60(1.25)	200			
A12/15	A12/15				60(1.25)	262			

**As Staked**  
**Golden West**  
**Telecommunications**  
 Name: EDMT\_A12-20  
 WD: Edgemoor L20002  
 Erch: Edgemoor  
 Route: A12  
 ROW: BELMATE  
 Section: 9  
 Staked By: BAL Date: 4/5/19  
 Revised By: Date:   
 Revised By: Date:   
 Revised By: Date:   
 Plowed By: Date:   
 As Built By: Date:   
 Scale: 1" = 400'  
 Sheet 20 of 27

CAUTION: BURIED FACILITIES MAY BE PRESENT. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR LOCATING PRIOR TO CONSTRUCTION.



**As Staked**  
**Golden West Telecommunications**  
 Name: EDMT\_A12B-03  
 W/O: Edmond L20002  
 Each: Edmond  
 Route: A12B  
 ROW: PRIVATE  
 Section: 1

Staked By:	TJV	Date:
Revised By:		4/9/19
Revised By:		
Revised By:		
Revised By:		
As Built By:		

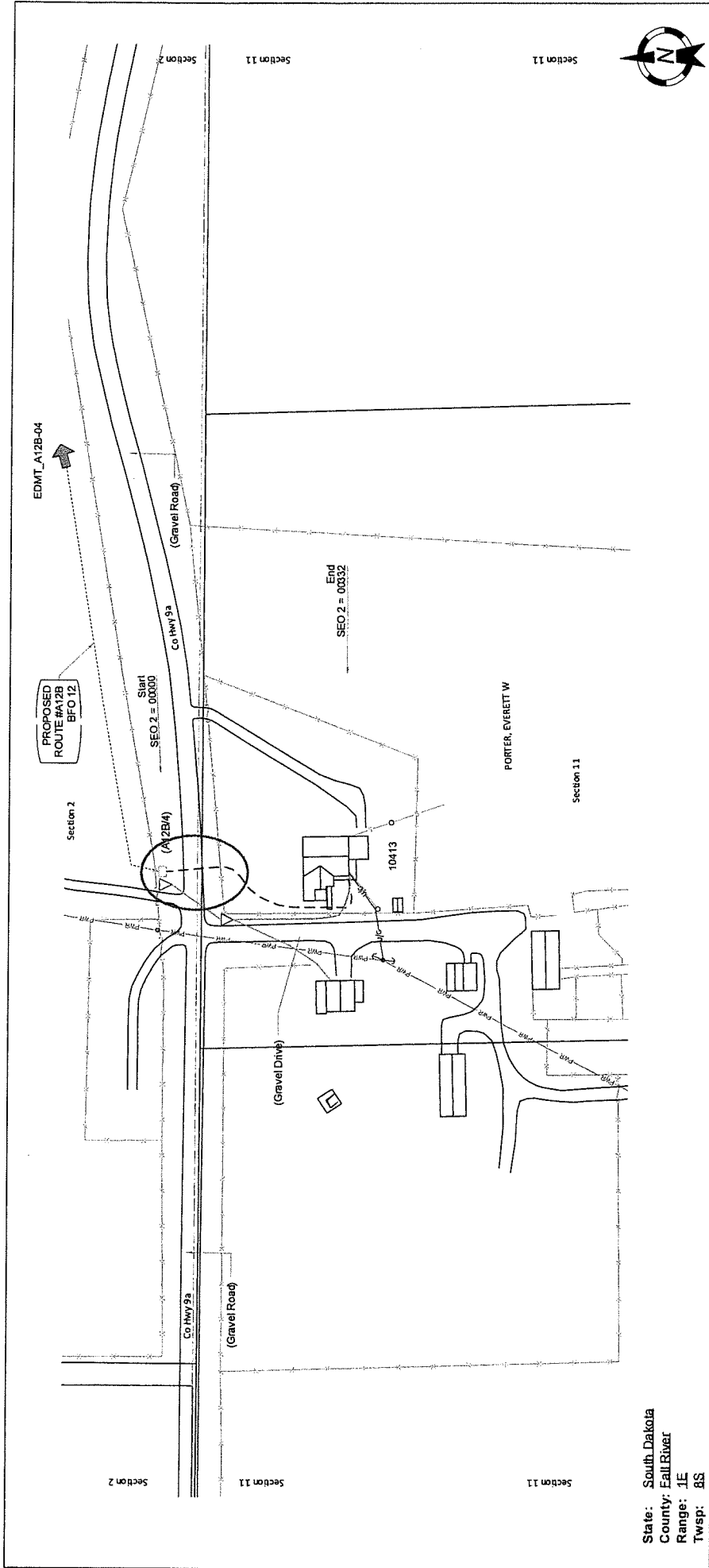
Scale: 1" = 50'

Sheet 3 of 5

From	To	PType	Units	Feet	BM	Remarks
(A12B2)	A12B/3	BHF(24x35x30)T	BFO 12	3088	2(5/8)Ø	140' Loop
	A12B/3			53		
	A12B/3			55		

CAUTION: BURIED FACILITIES MAY BE PRESENT. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR LOCATING PRIOR TO CONSTRUCTION.

State: South Dakota  
 County: Fall River  
 Range: 2E  
 Twp: 8S



State: South Dakota  
 County: Fall River  
 Range: 1E  
 Twp: 8S

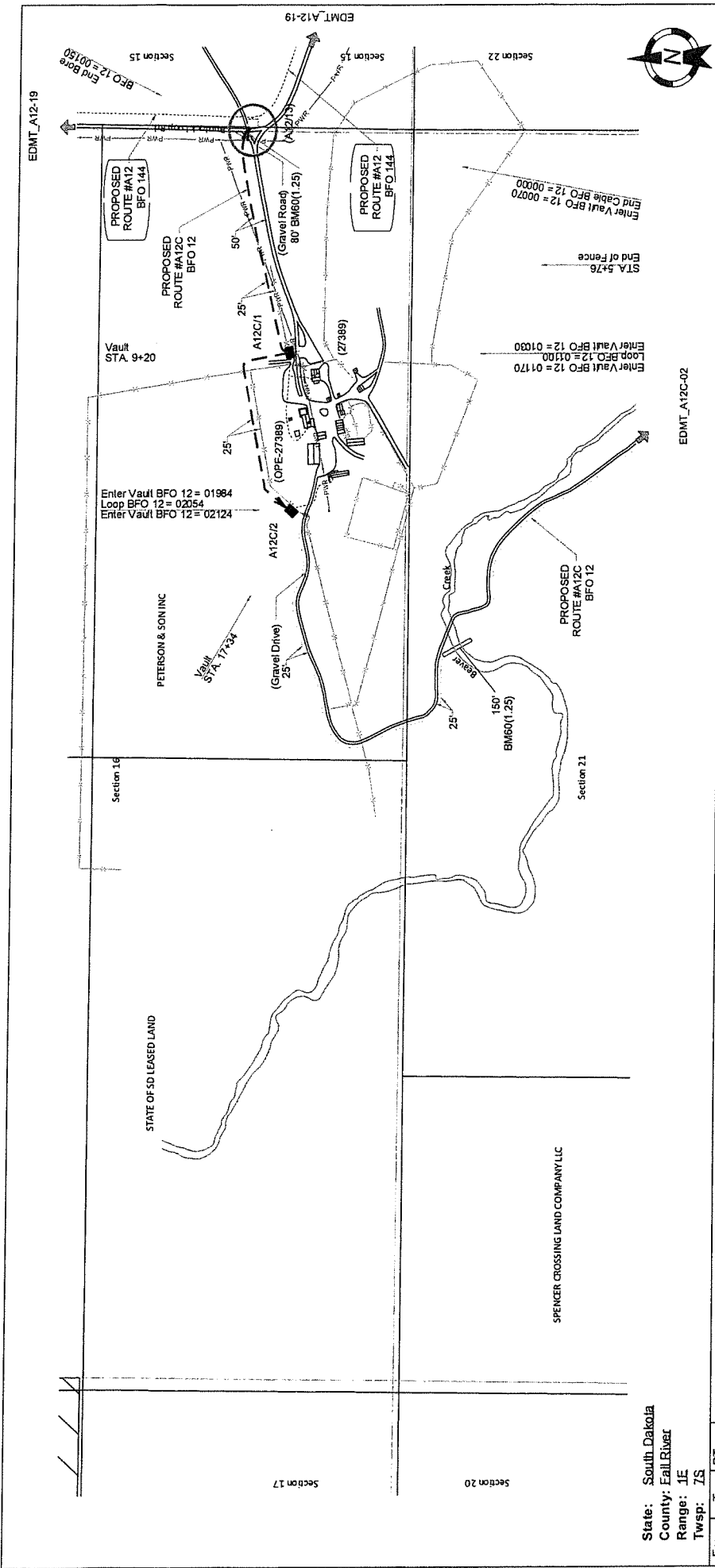
From	To	P Type	Units	Feet	BM	NID	Remarks
(A12B/4)	10413 Moss Agate Rd		SEO 2(1)-500	1	83	1	(ONT)3
	10413 Moss Agate Rd		SEBV(1)(1.25)	246			10413 Moss Agate Rd - 332'

**As Staked**  
**Golden West**  
**Telecommunications**  
 Name: EDMT\_A12B-05  
 W/O: Edgemont T20002  
 Erch: Edgemont  
 Route: A12B  
 ROW: PRIVATE  
 Section: 11

Staked By:	T.S.C.	Date:
		4/8/18
Revised By: <td></td> <td>Date:</td>		Date:
Revised By: <td></td> <td>Date:</td>		Date:
Revised By: <td></td> <td>Date:</td>		Date:
Planned By: <td></td> <td>Date:</td>		Date:
At Build By: <td></td> <td>Date:</td>		Date:

Scale: 1" = 100'  
 Sheet 5 of 5

CAUTION: BURIED FACILITIES MAY BE PRESENT. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR LOCATING PRIOR TO CONSTRUCTION.



State: South Dakota  
 County: Fall River  
 Range: 1E  
 Twp: 7S

From	To	PType	Units	Feet	BM	HBFO	HO	Remarks
(A12)3	A12C/1		BFO 12	1020	2(5)(6)	1	2	140' Loop
	A12C/1		BFO 12	80	55	1		
	A12C/1		BFO 12	954	60(1.25)	80		
	A12C/2		BFO 12		2(5)(6)	1	1	140' Loop
	A12C/2		BFO 12		55	1		

As Staked  
 Golden West  
 Telecommunications  
 EDMT\_A12C-01  
 Name: Edgemont, T20002  
 WO: Edgemont  
 Each: Edgemont  
 Route: A12C  
 ROW: PRIVATE  
 Section: 16  
 Date: 4/9/19  
 TJS  
 Date:  
 Revised By:  
 Date:  
 Revised By:  
 Date:  
 Revised By:  
 Date:  
 Plowed By:  
 Date:  
 As Built By:  
 Date:

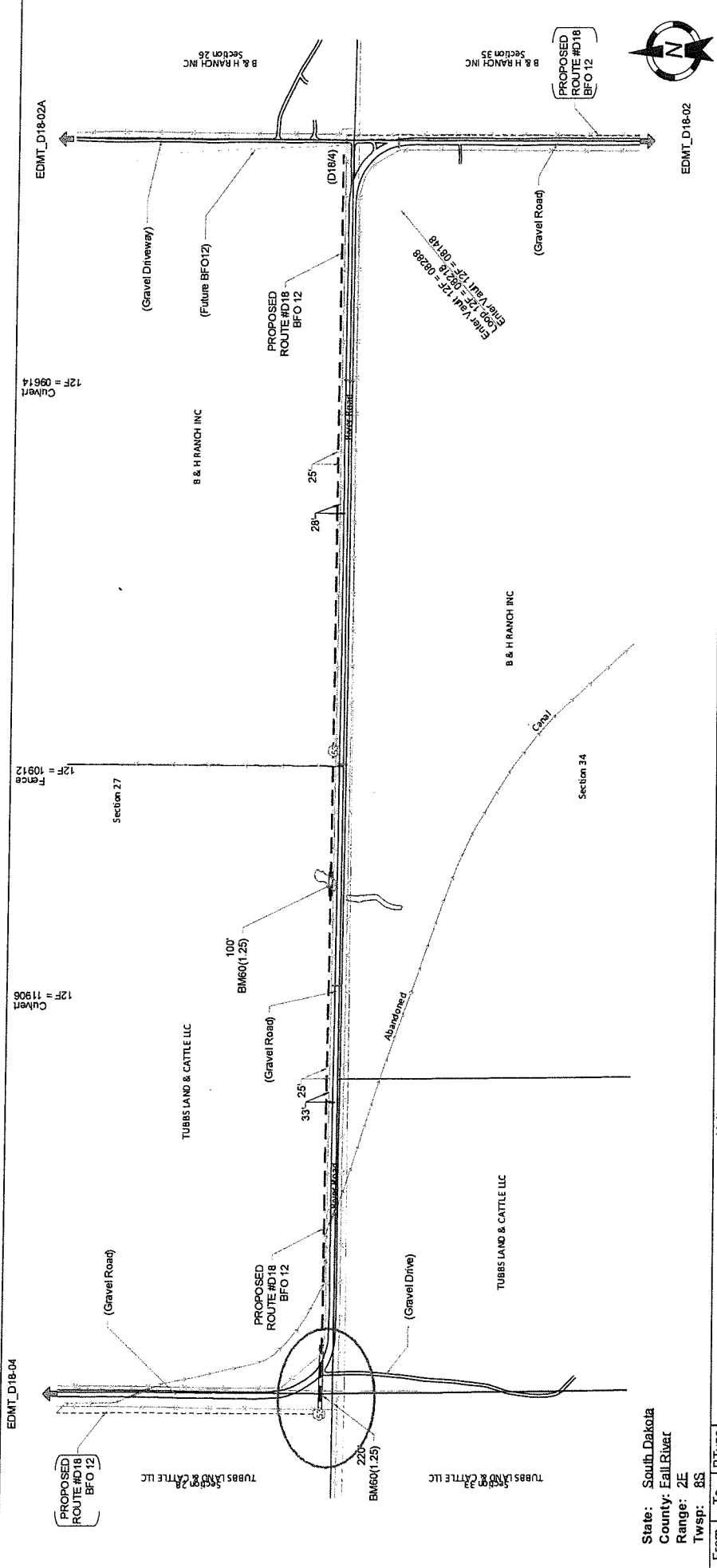
CAUTION: BURIED FACILITIES MAY BE PRESENT. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR LOCATING PRIOR TO CONSTRUCTION

Scale: 1" = 40'  
 Sheet 1 of 1









State: South Dakota  
 County: Fall River  
 Range: 2E  
 Twp: 8S

From To PType

Units Feet

Remarks

As Stated  
 Golden West  
 Telecommunications  
 EDMT\_D18-03

Name: EDMT\_D18-03  
 WO: Edgemont, T20002  
 Ech: Edgemont  
 Route: D18  
 ROW: Right of Way  
 Section: 27

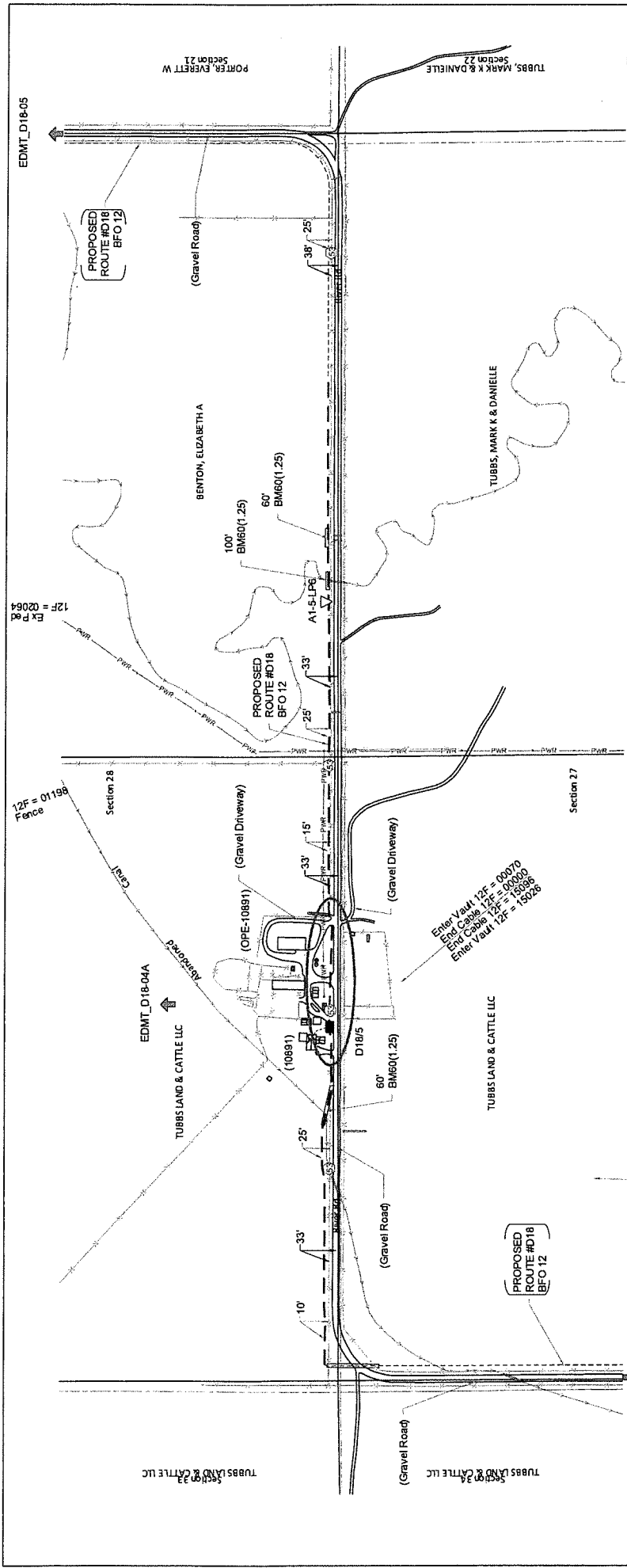
Staked By:	MWD	Date:
		4/13/19
Revised By:		Date:
Revised By:		Date:
Revised By:		Date:
As Built By:		Date:

Scale: 1" = 400'

Sheet 3 of 5

# RECAP SHOWN ON SHEET D18-04

CAUTION: BURIED FACILITIES MAY BE PRESENT. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR LOCATING PRIOR TO CONSTRUCTION.



State: South Dakota  
 County: Fall River  
 Range: 2E  
 Twp: 5S

EDMT\_D18-03  
 EDMT\_D18-04A  
 EDMT\_D18-05

12F = 0198  
 12F = 02064  
 12F = 03442  
 12F = 13362  
 12F = 15028

From	To	PType	Units	Feet	BM	HBFO	HO	Remarks
D18/4	D18/5	BH(F2x3x5x0)T	BFO 12	6498	2(5)(6)	1	(2-12)(2-2)	140' Loop
D18/5	D18/5		BFO 12	380	53	3		
D18/5	D18/5			55	55	1		
D18/5	D18/5			60(1.25)	60(1.25)	60		
D18/5	D18/5			60(1.25)	60(1.25)	100		
D18/5	D18/5			60(1.25)	60(1.25)	220		

As Staked  
 Golden West  
 Telecommunications  
 Name: EDMT\_D18-03  
 W/O: Edgemont T20002  
 E/wh: Edgemont  
 Route: D18  
 ROW: Edmout  
 Section: 2B

Staked By:	CHKM	Date:
Reviewed By:		4/13/16
Reviewed By:		
Reviewed By:		
Reviewed By:		
As Built By:		

Scale:	1" = 400'
Sheet	4 of 5

CAUTION: BURIED FACILITIES MAY BE PRESENT. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR LOCATING PRIOR TO CONSTRUCTION.



HOT SPRINGS, SOUTH DAKOTA 57747

# FALL RIVER COUNTY, SOUTH DAKOTA

Name of Claimant: Fall River County Highway Department

P.O. Box 939

Hot Springs, S.D. 57747

Date: 03-09-2021

**Director of Equalization**

**Cost for Work Requested: MERCHENS SIGNING PROJECT**

FROM DATE: 02-04-2021

THROUGH DATE: 03-03-2021

**TOTAL: \$ 759.00**

HOT SPRINGS, SOUTH DAKOTA 57747

# FALL RIVER COUNTY, SOUTH DAKOTA

Name of Claimant: Fall River County Highway Department

P.O. Box 939

Hot Springs, S.D. 57747

Date: 03-09-2021

**COURT HOUSE ...FUEL/GAS PURCHASES :**

(All Departments)

FROM DATE: 02-01-2021

THROUGH DATE: 02-28-2021

GALLONS: 52.40

**TOTAL: \$ 102.82**

HOT SPRINGS, SOUTH DAKOTA 57747

# FALL RIVER COUNTY, SOUTH DAKOTA

Name of Claimant: Fall River County Highway Department

P.O. Box 939

Hot Springs, S.D. 57747

Date: 03-09-2021

**WEED BOARD FUEL PURCHASES:**

**FROM DATE: 02-01-2021**

**THROUGH DATE: 02-28-2021**

**GALLONS: 66.30**

**TOTAL: \$ 130.09**

HOT SPRINGS, SOUTH DAKOTA 57747  
FALL RIVER COUNTY, SOUTH DAKOTA

Name of Claimant: Fall River County Highway Department  
P.O. Box 939  
Hot Springs, S.D. 57747

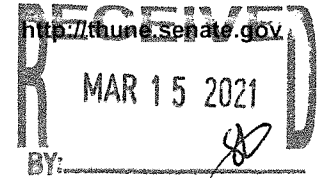
Date: 03-09-2021
<b>SHERIFF'S DEPARTMENT GAS PURCHASES:</b>
FROM DATE: 02-01-2021
THROUGH DATE: 02-28-2021
<b>TOTAL GALLONS: 813.90</b>
<b>TOTAL: \$ 1596.98</b>



JOHN THUNE  
SOUTH DAKOTA

COMMITTEES  
AGRICULTURE, NUTRITION & FORESTRY  
COMMERCE, SCIENCE & TRANSPORTATION  
FINANCE

United States Senate  
WASHINGTON, DC 20510-4105



March 8, 2021

Chairman Joe Falkenburg  
Chairman  
Fall River County Commissioners  
906 North River Street  
Hot Springs, SD 57747-1309

Dear Chairman Falkenburg:

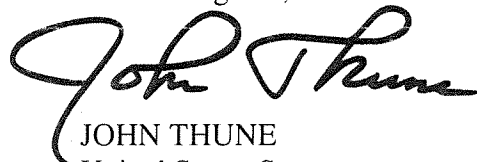
Thank you for contacting me about the Keystone XL Pipeline. I appreciate hearing from you.

On January 20, 2021, President Biden revoked the permit for the Keystone XL pipeline, making one of his first acts as president the cancellation of a modern infrastructure project that was already under construction and the elimination of up to 11,000 high-paying American jobs. Canceling the pipeline also sidelined \$1.7 billion in pledged renewable energy development to fully offset the pipeline's greenhouse gas emissions. Prior to the president's announcement, I led the South Dakota congressional delegation in urging the president to reconsider canceling the pipeline, which would provide hundreds of millions in wages, steer needed tax revenue to states and municipalities along the route, and strengthen our trade relations with Canada.

The Biden administration is determined to transition away from oil and gasoline, but that is not something that can be done overnight. Modern pipelines provide a cleaner and safer way to transport oil, with the added benefit of alleviating rail traffic to free up capacity for our farmers. Responsible infrastructure planning should explore realistic opportunities to reduce emissions while still meeting the energy demands of Americans and enabling economic growth. While I know some may disagree, I believe the Keystone XL pipeline could serve as a model for such infrastructure and energy development.

As Congress continues to consider this issue, I will be sure to keep your concerns in mind. If you would like additional information on my activities in the Senate, please feel free to visit my website, <https://www.thune.senate.gov>. You can also follow me on Twitter, Instagram, and Facebook (@SenJohnThune). Thanks again for contacting me. Please keep in touch.

Kindest regards,



JOHN THUNE  
United States Senator

DUSTY JOHNSON  
SOUTH DAKOTA

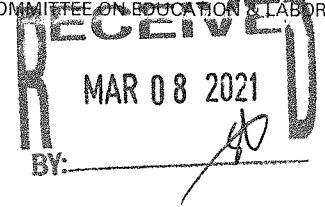
1508 LONGWORTH BUILDING  
WASHINGTON, DC 20515  
(202) 225-2801  
(855) 225-2801

EMAIL VIA WEBSITE:  
dustyjohnson.house.gov



Congress of the United States  
House of Representatives

COMMITTEE ON AGRICULTURE  
COMMITTEE ON EDUCATION & LABOR



February 24, 2021

Joe Falkenburg  
Fall River County Commission Chairman  
906 N River St  
Hot Springs, SD 57747-1309

Dear Joe,

Thank you for contacting me to share your thoughts on the Keystone XL pipeline (KXL).

As you may know, the original phase of KXL has been operational since 2010. An expansion of the current pipeline was proposed in 2008. It would begin in Alberta, Canada and run through Montana and South Dakota before joining the existing pipeline in Nebraska. Since the pipeline would cross international borders, a permit from the U.S. Department of State was required. After a decade of environmental studies and deliberations, President Trump approved the permit, which President Biden has since revoked.

I wrote a letter to President Biden the week before the permit was cancelled. I have since cosponsored the Keystone XL Pipeline Construction and Jobs Preservation Act, which would authorize the construction and operation of the Keystone XL pipeline without a presidential permit.

Political decisions, good and bad, have implications on real people, which is why I recently hosted a roundtable in Philip with more than 20 small business owners to learn more about how President Biden's Executive Order impacted them individually. I was grateful Reps. Armstrong (ND) and Newhouse (WA) joined me in Philip and we will take these stories back to the halls of Congress.

Thanks again for sharing your views. Please feel free to contact me whenever I can be of assistance.

Sincerely,

Dusty Johnson  
Member of Congress

DUSTY JOHNSON  
SOUTH DAKOTA

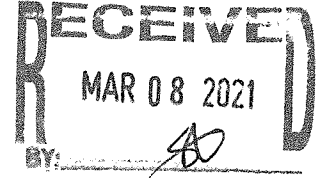
1508 LONGWORTH BUILDING  
WASHINGTON, DC 20515  
(202) 225-2801  
(855) 225-2801

EMAIL VIA WEBSITE:  
dustyjohnson.house.gov



Congress of the United States  
House of Representatives

COMMITTEE ON AGRICULTURE  
COMMITTEE ON EDUCATION & LABOR



February 24, 2021

Joe Falkenburg  
Fall River County Commission Chairman  
906 N River St  
Hot Springs, SD 57747-1309

Dear Joe,

Thank you for contacting me about the Sabika Sheikh Firearm Licensing and Registration Act (H.R. 127).

As a National Rifle Association member and a gun owner myself, I am a strong supporter of the right to keep and bear arms. Enshrined in the Constitution by our nation's founders, this right must be upheld and defended. The Second Amendment is not a law that we should change on a whim, and I oppose any efforts which attempt to strip it of its meaning. I am opposed to H.R. 127, which seeks to create a public federal registry for firearms and ammunition, among other egregious constitutional overreaches.

You can count on me to be a strong voice for gun owners in South Dakota. In fact, one of my first actions of this Congress was to cosponsor the Concealed Carry Reciprocity Act, H.R. 38. This bill would allow gunowners with state-issued concealed carry licenses, or residents of constitutional carry states, to conceal a handgun in any other state, as long as the permit holder follows the laws of that state.

Thanks again for reaching out, as I appreciate hearing from you. Please feel free to contact me whenever I can be of assistance.

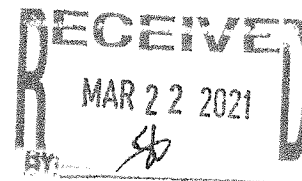
Sincerely,

Dusty Johnson  
Member of Congress

# United States Senate

WASHINGTON, DC 20510-4105

<http://thune.senate.gov>



March 12, 2021

Chairman Joe Falkenburg  
Chairman  
Fall River County Commissioners  
906 North River Street  
Hot Springs, SD 57747-1309

Dear Chairman Falkenburg:

Thank you for contacting me about the Sabika Sheikh Firearm Licensing and Registration Act. I appreciate hearing from you.

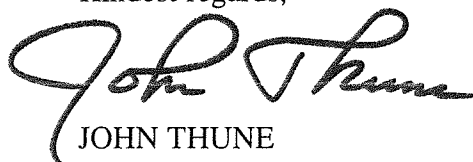
As you know, the Sabika Sheikh Firearm Licensing and Registration Act (H.R. 127) was introduced in the U.S. House of Representatives on January 4, 2021. If enacted, this bill would require an individual to obtain a license to purchase or possess a firearm or ammunition. Additionally, the bill would establish a public firearms database and require an annual firearm insurance fee of \$800. Special licensure would be required for the ownership of firearms included on an expansive list detailed within the bill. This legislation has been referred to the House Committee on the Judiciary. A companion bill has not been introduced in the Senate.

As your U.S. senator, a gun owner, and a hunter, I strongly support the Second Amendment, which protects "the right of the people to keep and bear arms." While others may disagree, I firmly believe the plain language of the Second Amendment guarantees the individual right of law-abiding citizens to own firearms. I recognize the importance of keeping criminals and high-risk individuals from obtaining and using firearms. However, I question whether additional laws will prevent high-risk individuals from acquiring firearms when the laws and reporting procedures currently on the books are not being fully enforced.

In my time in Congress, I have consistently opposed any attempt to establish a federal firearm registry or to require so-called universal background checks. Such federal overreach would infringe upon the privacy of law-abiding citizens and impose burdensome costs and liabilities on private sellers.

As Congress considers legislation regarding the Second Amendment, I will be sure to keep your concerns in mind. If you would like additional information on my activities in the Senate, please feel free to visit my website, <https://www.thune.senate.gov>. You can also follow me on Twitter, Instagram, and Facebook (@SenJohnThune). Thanks again for contacting me. Please keep in touch.

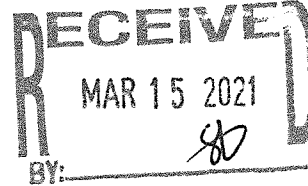
Kindest regards,



JOHN THUNE  
United States Senator



DEPARTMENT OF THE AIR FORCE  
AIR FORCE CIVIL ENGINEER CENTER  
JOINT BASE SAN ANTONIO LACKLAND TEXAS



March 10, 2021

AFCEC/CZN  
2261 Hughes Ave., Ste. 133  
JB SA Lackland, TX 78236-9853

SUBJECT: Environmental Impact Statement; B-21 Main Operating Base 1 (MOB 1) Beddown at Dyess Air Force Base (AFB), Texas or Ellsworth AFB, South Dakota

To Whom It May Concern,

The Air Force is publishing a Notice of Availability (NOA) in the Federal Register that announces the availability of the *Final Environmental Impact Statement (EIS) for the B-21 MOB 1 Beddown at Dyess AFB, Texas or Ellsworth AFB, South Dakota*. The publication of the NOA on March 19, 2021, begins a 30-day waiting period. The Final EIS and supporting documents are available on the project website at [www.B21EIS.com](http://www.B21EIS.com). A printed copy of the Final EIS has also been provided to the following libraries and repositories:

Rapid City Public Library  
610 Quincy Street  
Rapid City, SD 57701

Devereaux Library  
South Dakota School of Mines & Technology  
501 East Saint Joseph Street  
Rapid City, SD 57701

Sturgis Public Library  
1040 Harley-Davidson Way, Suite 101  
Sturgis, SD 57785

Big Horn County Library  
419 North Custer Avenue  
Hardin, MT 59034

Miles City Public Library  
1 South 10th Street  
Miles City, MT 59301

Dickinson Area Public Library  
139 3rd Street West  
Dickinson, ND 58601

Abilene Public Library – Main Library  
202 Cedar Street  
Abilene, TX 79601

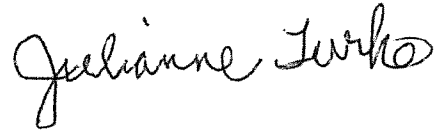
Howard County Library  
500 Main Street  
Big Spring, TX 79720

Brownwood Public Library  
600 Carnegie Street  
Brownwood, TX 76801

Fort Sumner Public Library  
235 W. Sumner Avenue  
Fort Sumner, NM 88119

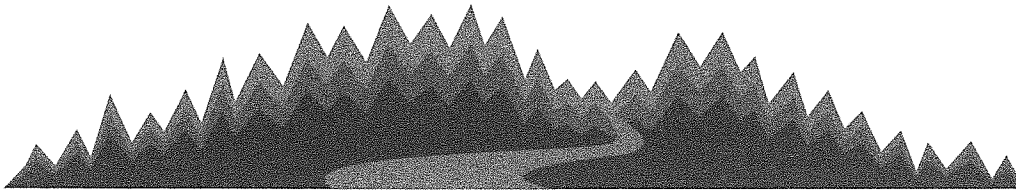
Please direct any requests for information or other inquiries to the Dyess AFB Public Affairs, (325) 696-4820, or after hours (325) 268-6554, [7bwpa@us.af.mil](mailto:7bwpa@us.af.mil); or Ellsworth AFB Public Affairs, (605) 385-5056, or after hours (605) 391-7436, [28bw.public.affairs@us.af.mil](mailto:28bw.public.affairs@us.af.mil).

Sincerely

A handwritten signature in black ink that reads "Julianne Turko". The signature is written in a cursive, flowing style.

Julianne Turko, Program Manager  
NEPA Division (AFCEC/CZN)





## **Black Hills Regional Multiple Use Coalition**

P.O. Box 9496 • Rapid City, SD 57709 • 605-341-0875 • Fax 605-341-8651

March 15, 2021

TO: BOARD OF DIRECTORS

SUBJECT: MEETING NOTICE

The next Black Hills Regional Multiple Use Coalition, Board of Directors meeting will be March 26<sup>th</sup> at 4:00 pm at the Spearfish Holiday Inn. We will have Jeff Tomac, the new Forest Supervisor for the Black Hills National Forest, at the meeting to talk about his background, issues facing the Black Hills, and to take questions from BHRMUC members. Please plan to join us.

The tentative agenda items are:

- Jeff Tomac, Forest Supervisor, Black Hills NF.
- Review OHV Summit
- OHV Working Group
- Directors' Round Robin

Please feel free to call me at 605-341-0875 if you have any questions or comments.

Ben Wudtke  
Executive Secretary