

Consulting Agreement

Agreement between Ronald Haugen and Dwight Aakre, the consultants, and Fall River/Oglala Lakota County, South Dakota (Lance Russell), the client.

Term: January and February, 2022

Services: To compare the North Dakota Agricultural Land Valuation Model to the South Dakota Agricultural Land Valuation Model. A comparison of the models is to be done to compare the models and point out the differences, not take sides. A report shall be given to the client upon completion.

Compensation: \$40/hour. It is estimated 80 hours of work.

Modification: This contract cannot be modified unless agreed upon between both parties.

Applicable Law: This agreement will be governed by the laws of South Dakota.

COUNTY LAND LEASE

This Agreement made and entered into this 2nd day of December 2021 by and between Fall River County, a political subdivision of the State of South Dakota, party of the first part, lessor and BENJAMIN C. OR REBECCA L. REUTTER, P.O. Box 140, Edgemont S.D., County of Fall River, State of South Dakota, party of the second part, lessee.

WITNESSETH: That the said party of the first part, in consideration of the rents and covenants therein-after mentioned, does hereby lease and let unto the party of the second part, the following described premises situated in the County of Fall River and the State of South Dakota, to wit:

SE1/4, Section 19, W1/2SW1/4 Section 20 all in Township 8 South, Range 3 East, Black Hills Meridian. Containing 240.00 acres, more or less.

"It is hereby agreed to by the party of the second part that whenever the gravel pit is in operation or gravel is being hauled out of the pit, the gates will be left open during that time."

TO HAVE AND TO HOLD, the premises just as they are, without any liability or obligation on the party of the first part, of making any alterations, improvements or repairs of any kind on or about said premises for the period of Three (3) years, commencing December 2nd, 2021 and ending December 2nd, 2024.

The said party of the second part agrees to and with said first party that he will pay as rent for the above-mentioned premises the sum of ONE THOUSAND TWO HUNDRED DOLLARS PER YEAR FOR THE YEARS 2021 – 2022; 2022 – 2023; 2023 – 2024. Rental to be paid yearly to the office of the County Auditor, 906 North River Street, Hot Springs, South Dakota. Payment should be made upon signing of agreement, and by December 2nd of each following year. It is agreed that second party may use the said premises for any legitimate purpose connected with farming or ranching industry.

Second Party covenants with first party that he will not assign this lease or underlet the above premises or any part thereof without the written permission of first party, and that he will, at the expiration of the period of this lease quietly yield and surrender the aforesaid premises to first party in as good condition as when taken, reasonable wear and tear and damage by the elements alone excepted. No notice on the party of the first part shall be required to terminate this lease at the expiration of the time specified therein and no extension hereof shall be valid or binding on first party unless the same shall be in writing duly authorized.

Second party further covenants with first party that any failure to pay the rental herein specified shall operate as a full surrender of the premises to first party without notice or other proceedings.

Second party agrees that if first party shall sell said premises, he will surrender up possession of said lands and terminate this lease on the second day of December next succeeding such sale.

The parties agree that this lease shall be binding upon the heirs and successors in interest of Benjamin C. or Rebecca L. Reutter.

IN WITNESS WHEREOF, The said party of the first part has caused this lease to be executed in the name of the County of Fall River County, be the Chairman of the Board of County Commissioners of said County, and the said second party has hereunto set his hand this 2nd day of December 2021.

FALL RIVER COUNTY, SOUTH DAKOTA

BY: _____
Joe Falkenburg, Chair
Board of County Commissioners
Fall River County

ATTEST:

Sue Ganje
Auditor
Fall River County

Benjamin C. Reuter and Rebecca L. Reutter

Sworn to before me this ___ day of ____, 2021.

Signature and title of Officer Administering Oath

My Commission expires _____
Notary (Seal)



*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: December 2, 2021

Subj: Commission Update

1. **LWPC Grant Application:** I completed the LEPC grant application and submitted the paperwork to DENR. Fall River County will be awarded \$1,111.96 for 2022.
2. **Region 4 Monthly Zoom:** Monthly zoom calls are resuming for the counties in Region 4. One of the topics discussed was the lack of oil, filters, etc. for routine maintenance on vehicles. Some of the distributors are having difficulty getting the orders filled. Some of the counties are looking to stockpile filters, oil, etc. so as to keep their vehicles in service.
3. **Weather:** Fire danger remains in the high and very high category, but with the shorter burn period, all fires should be kept to a one operational period.
4. **Fires & Incidents:**
 1. **No incidents:** There have been three (3) fire alarm calls, all unfounded.


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

DRAFT BILL 50

GRASSLAND TAX RELIEF BILL

Question:

What would you do if you got a notice that your taxes were going up 60% to 280%?

That is exactly what our Ranchers, both East and West River could be facing if the new soil reassessment that currently is on hold, were to be implemented.

Issues with the new soil reassessment:

- ◆ The new soil reassessment that was just pulled back by the Department of Revenue was generated in conjunction with Dr. Elliott from SDSU. This survey, using artificial intelligence, reclassified land from Grassland to Cropland.
- ◆ The new study did not take into consideration rainfall or elevation when re-classifying the soil tables.
- ◆ There are 43 million acres of agricultural land in South Dakota. Even though county assessors have the authority to physically walk the land and make adjustments in soil types, it would be virtually impossible to physically walk millions of acres of land and make the thousands of adjustments necessary.

Solution: Draft Bill 50

We are introducing Draft Bill 50 which states that, *"In addition to the categorization of agricultural land pursuant to § 10-6-130, 5 agricultural land may also be categorized as noncropland, regardless of the soil 6 classification of the land, if the elevation of the land is greater than one thousand nine 7 hundred and fifty feet above sea level, it has been seeded to perennial vegetation for at 8 least twenty years and used for animal grazing or left unharvested, or if the agricultural 9 land is native grassland."*

According to the County Assessor from Fall River County, Draft Bill 50 would correct 85% of the problems facing our ranchers.

Testimonial Rancher #1: Examples of their new soil reassessment

Parcel #945: Cropland shown is 57.79 acres of 146, arranged in patches between narrow, rock-covered slopes difficult for modern equipment to negotiate; used as grazing land.

Parcel # 9576: Section 32: no cropland, too rocky and sloped.

Parcel #1120, #944: Crop acreage indicated as 63.8 of 237 acres. The acreage is located in irregular patches/strips, widely separated and are not contiguous and unsuitable for crops.

Parcel #1116: Acreage indicated as suitable for crops is 4.67 acres of a total of 80; two tiny patches, separated by the entire width of the parcel.

Testimonial Rancher #2: A third generation moved back to SD Family Ranch

The proposed tax is completely unsustainable for any family ranch. The suggested tax would take the family rancher out of the equation leaving big industry to come in. The ranching way of life is dying and this proposed tax would definitely kill it completely. The shake of hand doing business, helping during branding season, the sense of community that comes with ranching would be gone as well.

Representative Trish Ladner at trish.ladner@sdlegislature.gov

Senator Jessica Castleberry at jessica.castleberry@sdlegislature.gov

2022 South Dakota Legislature

Draft 50

Requested by: Representative Ladner

1 **An Act to provide for the assessment of certain agricultural land as noncropland.**

2 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

3 **Section 1. That chapter 10-6 be amended with a NEW SECTION:**

4 In addition to the categorization of agricultural land pursuant to § 10-6-130,

5 agricultural land may also be categorized as noncropland, regardless of the soil

6 classification of the land, if the elevation of the land is greater than one thousand nine

7 hundred and fifty feet above sea level, it has been seeded to perennial vegetation for at

8 least twenty years and used for animal grazing or left unharvested, or if the agricultural

9 land is native grassland.

10 An owner of agricultural land may request the director to categorize the land as

11 noncropland before August first. The request must include all documentation necessary to

12 reasonably prove eligibility, including maps and acre totals, as further specified by rule

13 promulgated by the department pursuant to chapter 1-26. If the director determines that

14 the land meets the criteria provided by this section, the director shall assess the land as

15 noncropland and use the noncropland productivity dollars for the following assessment of

16 property on November first.

17 **Section 2. That chapter 10-6 be amended with a NEW SECTION:**

18 Any person who requested that land be categorized as noncropland pursuant to

19 section 1 of this Act and changes the use of the land to cropland or another use shall notify

20 the director by August first.

21 For land categorized as noncropland as a result of misrepresentation of the use of

22 the land or because of a failure to provide notice of a change of use under this section,

23 the director shall assess a penalty equal to the difference in the tax amounts that would

24 have been assessed if the land were classified as cropland over the four prior tax years.

25 The assessment is a lien on the land pursuant to § 10-21-33.

26

CITY	ELEVATION	West	CITY	ELEVATION	East
Belle Fouché	3,022	W	Aberdeen	1,304	E
Buffalo Gap	3,261	W	Brandon	1,355	E
Custer	5,315	W	Britton	1,358	E
Edgemont	3,458	W	Brookings	1,617	E
Faith	2,595	W	Chamberla	1,404	E
Fort Pierre	1,453	W	Clark	1,785	E
Gettsburg	2,064	W	Clear Lake	1,834	E
Hardening	2,881	W	Del Rapids	1,509	E
Hermosa	3,327	W	DeSmet	1,726	E
Hill City	5,159	W	Eureka	1,890	E
Hot Springs	3,448	W	Faulkton	1,509	E
Kadoka	2,457	W	Flandreau	1,565	E
Keystone	4,331	W	Fort Pierre	1,453	E
Lander	3,130	W	Frederick	1,365	E
Martin	3,331	W	Gettysburg	1,854	E
McLaughlin	2,001	W	Groton	1,302	E
Murdo	2,313	W	Highmore	1,807	E
Nelson Butte	3,399	W	Huron	1,279	E
Olriches	3,356	W	Lake Ande	1,480	E
Oral	2,969	W	Leola	1,591	E
Phillip	2,165	W	Madison	1,677	E
Pineridge	3,241	W	Milbank	1,152	E
Rapid City	3,202	W	Miller	1,572	E
Rosebud	2,802	W	Mitchell	1,312	E
Spearfish	3,648	W	Mobridge	1,660	e
Wall	2,825	W	Pierre	1,453	E
Winner	2,234	W	Redfield	1,303	E
			Roscoe	1,831	E
			Selby	1,903	E
			Sioux Falls	1,470	E
			Sisseton	1,224	E
			Vermillion	1,224	E
			Watertown	1,732	E
			Webster	1,845	E
			Yankton	1,211	E

FALL RIVER COUNTY RESOLUTION #2021-66
Supplemental Budget 2021, #2
Contingency Transfer 2021, #1

WHEREAS, SDCL 7-21-22 provides that the Board of County Commissioners may adopt a supplemental budget, and whereas, as due and legal notice has been given, the following Supplements to Expenditures and Revenues for December 02, 2021 be approved as follows: Auditor Salaries 10100X4110141, \$17,175.25; St Attorney Salaries 10100X4110151, \$25,000.00; ROD Salaries 10100X4110163, \$17,175.25; Treasurers Salaries 10100X4110142, \$17,175.25; Intergovernmental Expense 10100X4260750, \$17,360.00; Payment to Local Education 10100X4260850, \$38,802.05; Payment to Local Education 20100X4260850, \$7,489.76; Other Charges for Goods and Services 10100R3410900, \$76,525.75; Cares Act 10100R3310400, \$134,225.25; PILT 10100R3330000, \$126,041.00; ROD Fees 10100R3410200, \$40,799.80; Reimb Court Appointed Attorney Fees 10100R3410420, \$41,990.32; Reimb Medical/Prisoner 10100R3420290, \$14,929.26; Contributions and Donations 10100R3650100, \$1,525.00; Sale of County Property 10100R3740100, \$1,513.00; Surface Transportation Fund 20100R3340200, \$46,401.83; HWY Big Fund 20100R3340300, \$36,928.00; 63.75% of 4% 20100R3350110, \$24,886.38; 54.50% 20100R3350250, \$29,790.74; Sale of Hwy County Property 20100R3740100, \$30,000.00; Operating Transfer In 20700R3710000, \$210,790.20; Homeland Security 22600R3310230, \$27,690.55; Operating Transfer In 24800R3710000, \$17,571.93; Means of finance to be cash and cash for revenues received, and

WHEREAS, SDCL 7-21-32.2 provides that the Board of County Commissioners may adopt a transfer appropriation from the contingency budget to other appropriations, which are insufficient, a contingency transfer shall be approved and adopted to the following Departments: DOE Car Maintenance 10100X4272162, \$32,252.30; ROD Salaries 10100X4110163, \$2,992.75; IT (Goldenwest) 10100X4342171, \$29,553.31; Juvenile Care 10100X4272215, \$30,560.00; Fire 21100X4297221, \$5,356.20; COVID-19 10100X4260222, \$457.63; Victim's Assistance 10100X4291434, \$1,552.01; Mental Illness Board 10100X4221445, \$11,231.67; Extension Salaries 10100X4110611, \$311.72;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners to adopt the Supplemental Budget #2 and Contingency Transfer #1 for 2021.

Dated at Fall River County, South Dakota this 02nd day of December 2021.

ATTEST:

Joe Falkenburg
Fall River County Board of Commissioners

Sue Ganje
Fall River County Auditor's Office

FALL RIVER SUPPLEMENT HEARING #2
Expenditure and Revenue

12/2/2021

DATE	AMOUNT	EXPENSES TO SUPPLEMENT	ACCOUNT	GRANT Y-N	Description
12/2/2021	\$ 17,175.25	10100X4110141	Auditor's Payroll	N	OL Reimb for Elected Officials
12/2/2021	\$ 25,000.00	10100X4110151	St Atty Payroll	N	OL Reimb for Elected Officials
12/2/2021	\$ 17,175.25	10100X4110163	ROD Payroll	N	OL Reimb for Elected Officials
12/2/2021	\$ 17,175.25	10100X4110142	Treas Payroll	N	OL Reimb for Elected Officials
8/16/2021	\$ 17,360.00	10100X4260750	Intergovernmental Expense	Y	Pilt
8/16/2021	\$ 38,802.05	10100X4260850	Payment to Local Ed	Y	Pilt
8/16/2021	\$ 7,489.76	20100X4260850	Payment to Local Ed	Y	Bankhead Jones
REVENUES TO SUPPLEMENT					
7/26/2021	\$ 76,525.75	10100R3410900	Other Charges for Goods	N	OL Reimb for Elected Officials
12/2/2021	\$ 134,225.25	10100R3310400	Cares Act	Y	COVID-19
12/2/2021	\$ 126,041.00	10100R3330000	PILT	Y	PILT
12/2/2021	\$ 40,799.80	10100R3410200	Register of Deeds Fees	N	Register of Deeds Fees
12/2/2021	\$ 41,990.32	10100R3410420	Reim Ct Appt Atty	N	Reim Ct Appt Atty
12/2/2021	\$ 14,929.26	10100R3420290	Reimb Medical/Prisoner	N	Reimb Medical/Prisoner
12/2/2021	\$ 1,525.00	10100R3650100	Contributions/Donations	N	Coffee Cup Donation/Sheriff
12/2/2021	\$ 1,513.00	10100R3740100	Sale of Co Property	N	Sale of Weed 4 - Wheeler
12/2/2021	\$ 46,401.83	20100R3340200	STP Fund	Y	Surface Transportation
12/2/2021	\$ 36,928.00	20100R3340300	Hwy Big Fund	Y	Hwy Big Fund
12/2/2021	\$ 24,886.38	20100R3350110	63.75% of 4%	N	Underbudgeted
12/2/2021	\$ 29,790.74	20100R3350250	54.50%	N	Underbudgeted
12/2/2021	\$ 30,000.00	20100R3740100	Sale of Co Property	N	Sale of Motor Grader
12/2/2021	\$ 210,790.20	20700R3710000	Operating Transfer In	N	Dispatch COVID transfers
12/2/2021	\$ 16,380.55	22600R3310230	Homeland Security	Y	Ardmore Repeater
12/2/2021	\$ 11,310.00	22600R3310230	Homeland Security	Y	Dec 2020/ Ice water rescue
12/2/2021	\$ 17,571.93	24800R3710000	Operating Transfer In	N	24/7 COVID transfers
TOTAL	\$1,001,786.57				

FALL RIVER CONTINGENCY TRANSFER HEARING #1

12/2/2021	\$ 32,252.30	10100X4272162	DOE Car Maint		New Car
12/2/2021	\$ 2,992.75	10100X4110163	ROD Payroll		Salaries
12/2/2021	\$ 29,553.31	10100X4342171	IT (goldenwest)		Server
12/2/2021	\$ 30,560.00	10100X4272215	Juvenile Care		Underbudgeted
12/2/2021	\$ 5,356.20	21100X4297221	Fire		Billed for Medicine Creek Fire
12/2/2021	\$ 457.63	10100X4260222	Covid		Not Budgeted
12/2/2021	\$ 1,552.01	10100X4291434	Victim's Assistance		Not Budgeted
12/2/2021	\$ 11,231.67	10100X4221445	Mental Illness Board		Underbudgeted
12/2/2021	\$ 311.72	10100X4110611	Extension		Underbudgeted
TOTAL	\$ 114,267.59				

Sue's Notes

The decision to include OL pay with FR pay was made after 2021 Budget approved Auditor's office over in postage and copier due to liens

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

TO: THE BOARD OF COUNTY COMMISSIONERS

DATE: 11/24/2021

FALL RIVER COUNTY,
HOT SPRINGS, SOUTH DAKOTA

GW Project Number: T21448

Application is hereby made by Golden West Telecommunications, South Dakota for permit to occupy highway right-of-way located from: An existing vault on the west side of Horse Creek Loop

To: to the east side of the road

AERIAL FACILITIES: Location, type and size of the proposed line and anchors with respect to the centerline 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: to provide service to the residence at 12284 Horse Creek Loop
2. Pipe size, cable size and type: Cable: BFO 6; Duct: PVC Innerduct
3. Outside diameter: Cable: 0.48" O.D.; Duct: 1.660" O.D.
4. Maximum pressure at which pipeline will be operated: N/A
5. Size and Type of metal casing: N/A
6. Minimum depth of cable or pipeline: 36"
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 not cost to the County or the Federal Government.

APPROVED _____ 20__

SUBMITTED 24-Nov 2021

County Chairman

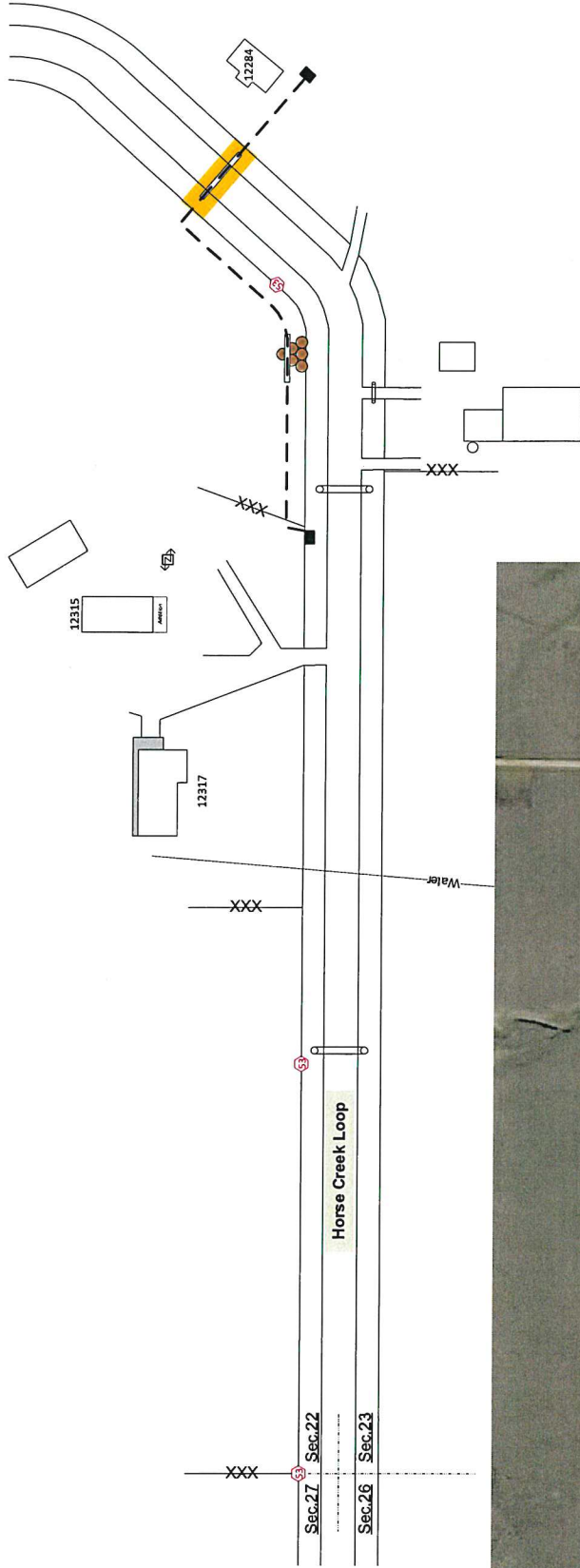
Golden West Telecommunications

County Auditor

By *Mickie Abell* Mickie Abell

Right-of-Way Specialist
Title

Sec. 22



CONFIDENTIAL

Proposed Bore

State: South Dakota
 County: Fall River
 Range: 4E
 Twp: 10S

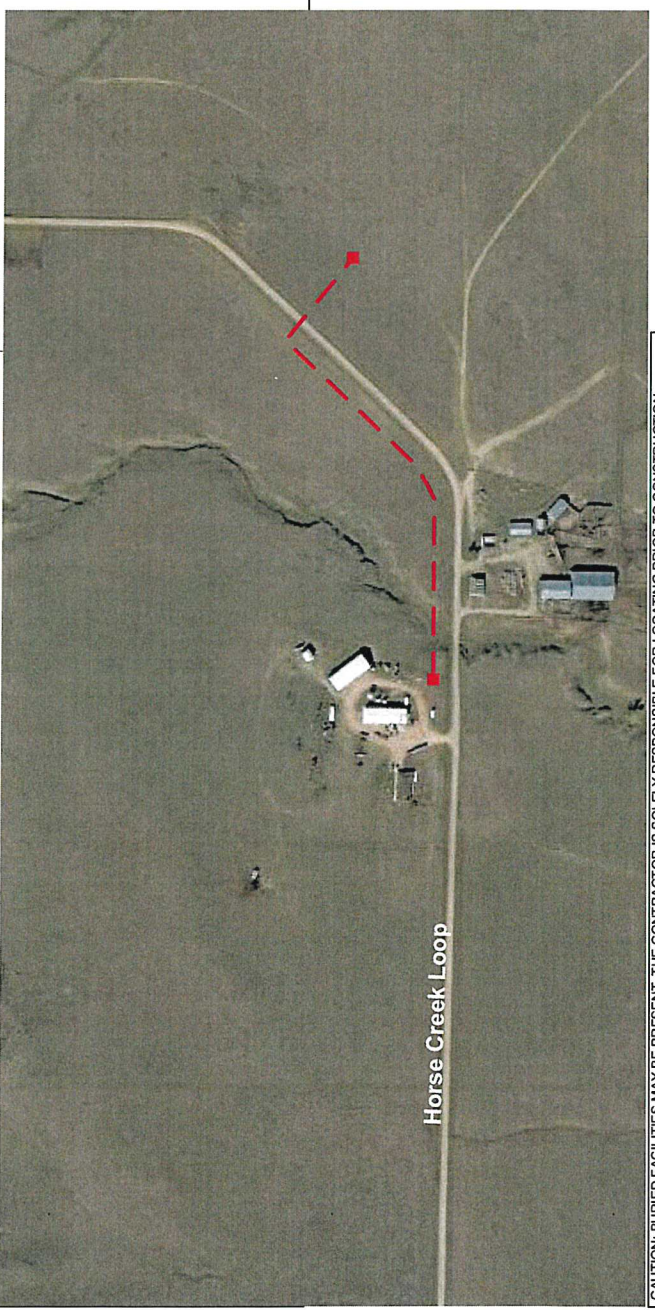


As Stated

Golden West Telecommunications
 Name: Fall River Co. Hwy
 WO: JHL-SK00021688
 End: JHL-S00003
 Route: Horse Creek Loop
 ROW: Public and Private
 Section: 22

Staked By:	SEF	Date:	9-22-21
Revised By:	NJA	Date:	11-24-21
Revised By:		Date:	
Revised By:		Date:	
Revised By:		Date:	
As Built By:		Date:	

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



Horse Creek Loop

Drawing Not To Scale

Sheet 1 of 1

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

TO: THE BOARD OF COUNTY COMMISSIONERS

DATE: 11/24/2021

FALL RIVER COUNTY,
HOT SPRINGS, SOUTH DAKOTA

GW Project Number: T21476

Application is hereby made by Golden West Telecommunications, South Dakota for permit to occupy highway right-of-way located from: An existing vault on the south side of Horse Creek Loop

To: to the north side of the road

AERIAL FACILITIES: Location, type and size of the proposed line and anchors with respect to the centerline 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: to provide service to the residence at 12234 Horse Creek Loop
2. Pipe size, cable size and type: Cable: BFO 6; Duct: PVC Innerduct
3. Outside diameter: Cable: 0.48" O.D.; Duct: 1.660" O.D.
4. Maximum pressure at which pipeline will be operated: N/A
5. Size and Type of metal casing: N/A
6. Minimum depth of cable or pipeline: 36"
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.

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Future adjustments and maintenance will be in accordance with State and Federal Laws and Regulations and will be performed at not cost to the County or the Federal Government.

APPROVED _____ 20__

SUBMITTED 24-Nov _____ 20__ 21

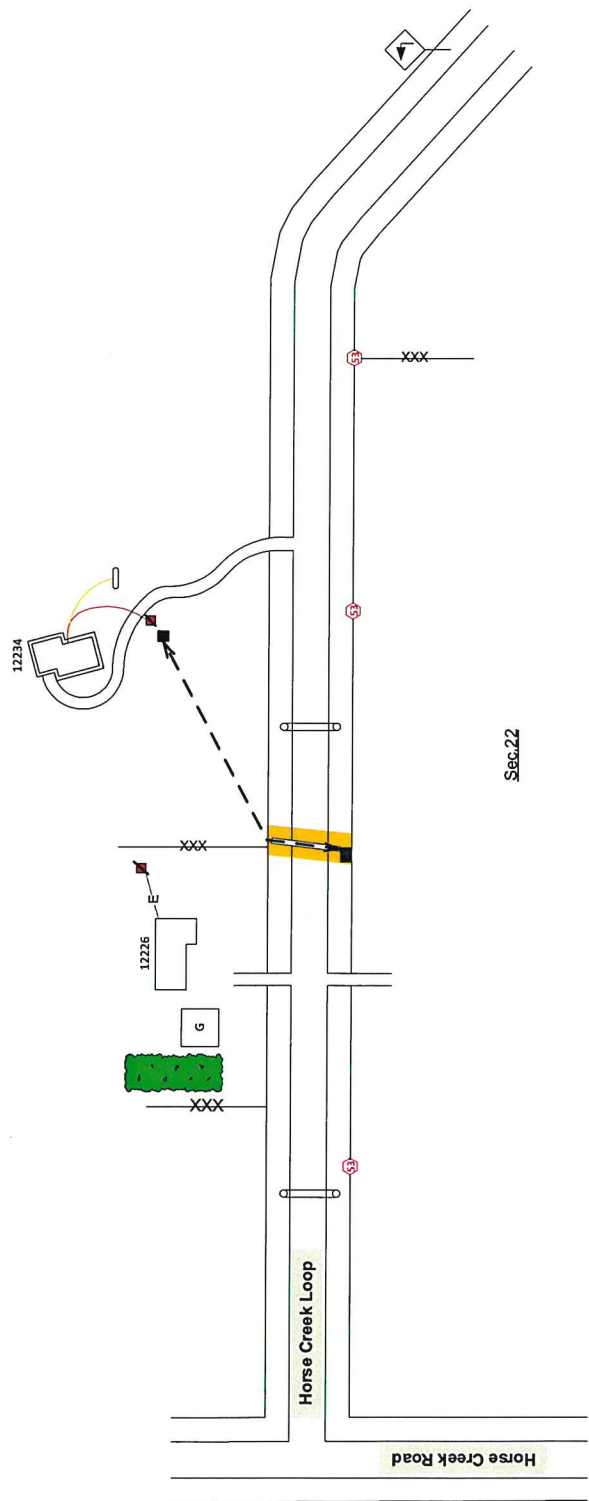
County Chairman

Golden West Telecommunications

County Auditor

By *Mickie Abell* Mickie Abell

Right-of-Way Specialist
Title

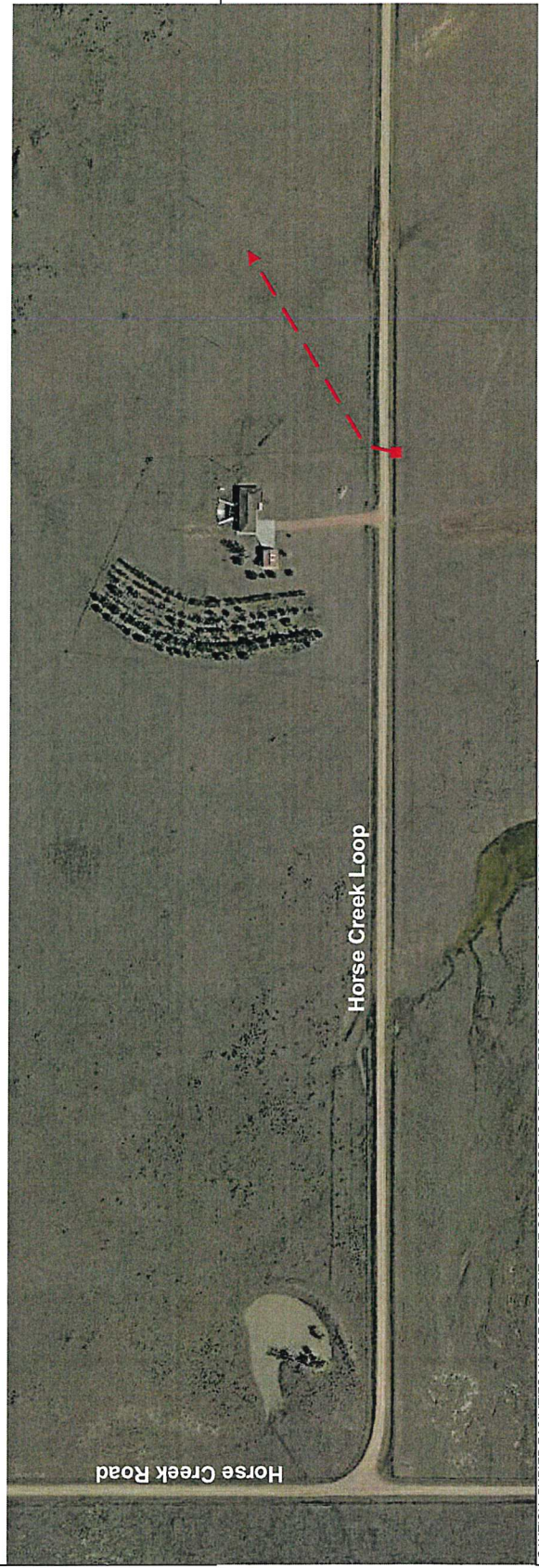


Sec.22

CONFIDENTIAL
Proposed Bore



As Shaded:	Golden West Telecommunications	
Name:	Fall River Co Hwy	
WO:	Hot Springs 721426	
Ech:	Hot Springs	
State:	South Dakota	
Country:	Fall River	
Twp:	105	Range: 4E
Section:	22	Route: Ametobe
ROW:	Public and Private	
Shaded By:	SEF	Date: 9-22-21
Revised By:	MJA	Date: 11-24-21
Revised By:		Date:
Revised By:		Date:
Plowed By:		Date:
As Built By:		Date:
Drawing Not To Scale		
Sheet	1	of 1



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

Rx Date/Time DEC-30-2014(TUE) 13:01
Dec. 30. 2014 12:03PM Fall River County Highway Dept.

No. 2067 P. 2

P. 002

FAXED BID:

TO: FALL RIVER COUNTY HIGHWAY DEPT.

FAX # 605-745-5912

PHONE # 605-745-5137

DATE: 11-22-21

FROM: Nelson's Oil + Gas. PHONE: 745-4189

BID FOR: PROPANE:
AMOUNT OF BID: \$ 1.86 / gallon

(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 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

Feb. 25. 2004 7:11 AM

FRC HIGHWAY DEPARTMENT

NOV 2000 11 6

APPROVED
11/22/2021
KW

FAXED BID:

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

DATE: 11-22-2021

FROM: Hi-D-Way Oil & Gas PHONE: 605-662-5000

BID FOR: 800 gallons propane

AMOUNT OF BID: \$1,79

(This bid includes all appropriate taxes and fees)

Signed By: William Turner

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

LAW ENFORCEMENT AGREEMENT

This agreement made and entered into this _____ day of _____, 2021, in triplicate, by and amongst Fall River County, South Dakota, hereinafter referred to as “County,” the Sheriff of Fall River County, South Dakota, hereinafter referred to as “Sheriff,” and the City of Edgemont, hereinafter referred to as “City,” reference to the following recitals:

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

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

ARTICLE I
PURCHASED SERVICES

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

ARTICLE II
ADMINISTRATION

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

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

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

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

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

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

ARTICLE III

REPORTING

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

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

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

ARTICLE IV
CONSIDERATION

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

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

ARTICLE V
ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

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

ARTICLE VI

TERM

6.1 This agreement shall take effect on December 31, 2021 and shall continue through December 31, 2022.

ARTICLE VII

RENEWAL

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

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

ARTICLE VIII

TERMINATION

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

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

FALL RIVER BOARD OF COUNTY COMMISSIONERS:

Chairman of the Board

Date

ATTEST:

Fall River County Auditor

Date

FALL RIVER COUNTY SHERIFF:

Sheriff

Date

ATTEST:

Fall River County Auditor

Date

CITY OF EDGEMONT:

Mayor

Date

ATTEST:

Finance Officer

Date

Fall River County Commissioners want your input. **Does Fall River County want to remain an at-large county for commissioner elections?** This is the question that was brought to the Board at their last Commissioner meeting. In South Dakota, counties are allowed to redistrict or create districts only once in a decade after the decennial census is completed; in February of years ending in '2'. This is part of the process of equalizing districts. The question: Is there a districting plan that allows for more minority political success than the at-large plan?

Fall River County has looked at racial minorities and has shown that it is unable to create a district that would give a racial minority a majority vote within a single-member district. What the census doesn't show is other types of minorities, such as political minorities. With this in mind, the Commissioners will be holding a hearing at the end of their December 2nd meeting to allow members of the public to speak in favor or against keeping the at-large commissioner system.

Do you feel there is a group in Fall River County whose vote is being quieted by the at-large system? Is this group sufficiently large and geographically compact enough that they would constitute a majority in a single-member district? Those who want to speak about this issue before the Commissioners, may attend the meeting on December 2nd, tentatively scheduled for 10:30 am. Those who cannot attend in person can contact the Auditor's office at, 605-745-5130 as it will be possible to speak to the Commission via phone or to have a signed letter read aloud during the meeting. (Anonymous letters will not be read in the meeting.)