

FALL RIVER COUNTY UNAPPROVED MINUTES OF AUGUST 4, 2022

The Fall River Board of County Commissioners met in regular session on August 4, 2022. 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.sdcountries.org>, or, under Fall River County Commission, SD at <http://www.YouTube.com>.

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

Motion made by Russell, seconded by Greenough, to approve the July 7, July 12 and July 21, 2022 minutes, with the correction that Commissioner Cope was absent at the July 12, 2022 meeting.

There were no applicants for county assistance.

Bob Evans, Sheriff, reported to the Board that there are 7 males and 5 females in the Fall River County Jail and 2 males in the Pennington County Jail, for a total of 14 inmates.

Motion made by Greenough, seconded by Allen, to approve travel for Melissa Fleming to attend the 2022 Dakota 9-1-1 Conference, September 13 through September 15, 2022 in Spearfish, SD and to attend the Communications Training Officer Workshop, November 7 through November 9, 2022 in Pierre, SD.

Discussion was held about the rates for 2023 at the Pennington County Jail going to \$95.00 per day for standard inmates and to \$125.00 for high-risk inmates.

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

FALL RIVER COUNTY RESOLUTION # 2022-35 EMERGENCY DROUGHT DISASTER RESOLUTION

WHEREAS, the vast majority of Fall River County has failed to receive adequate precipitation for the preceding twelve-month period, and

WHEREAS, the lack of precipitation over the past years has created a catastrophic state of drought, and

WHEREAS, the drought conditions have had an enormous effect on the production capabilities of the agricultural industry, which in turn severely affects the entire local economy, and

WHEREAS, the lack of consistent precipitation has resulted in the lack of rainwater runoff and therefore caused livestock ponds, dams, wells and natural water holes to dry up, and

WHEREAS, the grass, what there is of it, in the pastures in the county is bone dry, and quickly allows the start and spread of wildfires thus making containment almost impossible, and

WHEREAS, the local volunteer fire departments have almost depleted their resources in quelling wildfires, and

WHEREAS, the lack of dependable precipitation has resulted in record low subsoil moisture and has caused the water table to drop significantly,

NOW THEREFORE BE IT RESOLVED, that the Fall River County Commissioners declare that current drought conditions have created a natural disaster within Fall River County, and

BE IT FURTHER RESOLVED, that both farmers/ranchers and local businesses may be eligible for disaster aid grants and/or low interest Economic Injury Disaster loans from the Farm Services Agency and Small Business Administration Agency retroactive to January 1, 2022, and

BE IT FURTHER RESOLVED that the Board of County Commissioners for and on behalf of the citizens of Fall River County, request that the Governor of the State of South Dakota petition the Secretary of Agriculture to declare Fall River County a drought disaster area, and

BE IT FURTHER RESOLVED that an Emergency exists in Fall River County and this Resolution shall be in effect from and after its publication and this action is necessary for the preservation of the public peace, health and safety.

Dated this 4th day of August, 2022

/s/Joe Falkenburg, Chairman

Fall River County Board of Commissioners

ATTEST:

/s/Sue Ganje, Fall River County Auditor

Maynard completed the requirements to continue as a certified flood plain manager and spoke of the fire outlook for August in Southwestern South Dakota. The Hazmat Plan is in draft form and will be discussed further at the next meeting. Maynard also reported fires and incidents.

Dave Weishaupl, Building Supervisor, met with the Board. Motion made by Greenough, seconded by Russell, to approve the Golden West quote for Ruckus computer switches, in the total amount of \$7,914.51.

Dan Cullen, Veteran's Service Officer, reported to the Board that he attended the announcement from Senator Rounds that the AIRS Commission would not be going forward with proposed changes, and the VA in Hot Springs and Meade County would continue operations. Cullen attended the VSO Congressional Forum in Fort Meade and assisted more than 60 veterans in the last quarter with questions on claims and benefits. Cullen also assisted 150 veterans with disability and/or pension claims for a quarterly total of \$354,398.25 with the SD State of Veterans Affairs and filed for benefits and headstones for five veterans.

Motion made by Greenough, seconded by Allen, to approve travel for Cullen to attend the SDDVA Annual Workshop and Training in Pierre, August 15 through August 17, 2022.

The supplement transfer and contingency hearing was held. Motion made by Russell, seconded by Allen, to approve the following resolution:

FALL RIVER COUNTY RESOLUTION #2022-36
Supplemental Budget 2022, #2
Contingency Transfer 2022, #2

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 August 4, 2022 be approved as follows: General Fund: M&P Services & Fees 25000X4220163, \$9,994.76; Hwy Road Projects 20100X4251311, \$800,000.00; Federal PILT 10100R3330000, \$99,832.00; Reimburse Insurance 10100R3730200, \$9,122.74; Forest Reserve 20100R3320300, \$7,065.00; Bankhead Jones 20100R3320400, \$5,714.22; Surface Transportation 20100R3340200, \$8,439.29; Severance Tax 20100R3350800, \$11,768.85; ARPA Funds 29000R3310900, \$651,961.00; 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: Juvenile Care 10100X4272215, \$8,470.00; Rural Attorney Recruitment 10100X4220158, \$4,380.00

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners to adopt the Supplemental Budget #2 and Contingency Transfer #2 for 2022.

Dated at Fall River County, South Dakota this 4th day of August 2022.

/s/Joe Falkenburg

Fall River County Board of Commissioners

ATTEST:

/s/Sue Ganje

Fall River County Auditor's Office

Teresa Pullen, Treasurer, reported to the Board, that there will be a tax deed sale near the end of January or first part of February to sell 13 properties that have been taken on tax deed. Seven properties are in Edgemont, three in Hot Springs, one in Oelrichs, with two properties being in the County. Eight more properties will be ready for sale in March. Discussion was held on ways to improve the sales; for now, they will be the same as the first sale and continue to advertise locally.

Pullen has purchased two new treasury notes recently; one has 3.07% interest, while the other has 3.25% interest. First Interstate Bank will be meeting with Pullen next week about other banking services.

Lily Heidebrink, Director of Equalization, met with the Board. Motion made by Greenough, seconded by Allen, to approve travel for Heidebrink and Cody Romey to attend the SDAAO School, September 18 through September 23, 2022, Pierre, SD.

Randy Seiler, Highway Superintendent, reported to the Board that Shep's Canyon Road is completed. The Highway Department hasn't been blading due to lack of moisture but have been hauling gravel. Commissioner Russell complimented their work at the Oral crossing but requested that Seiler call the irrigation district on a location where water is spraying across the road. Discussion was held on fire danger, the water tanker being ready to go and that blades are in different areas in the county to aid with fire suppression.

Donald Hammond, Brosz Engineers, presented the 2022 Bridge Inspection report to the Board, including recommended repairs and postings. Significant findings on six bridges were discussed, with the recommendation to replace two of the bridges.

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

GENERAL FUND

AMERICAN FAMILY ASSURANCE	AMERICAN FAMILY ASSURANCE	\$904.83
AMAZON CAPITAL SERVICES	SUPPLY	\$1,275.37
AT&T MOBILITY	CELL PHONE PLAN	\$45.39
BAYMONT INN&SUITES PIERRE	SPRING WORKSHOP HOTEL	\$462.00
BQ & ASSOCIATES, P.C., LLO	GARNISHMENT	\$131.00
BLACK HILLS ENERGY	UTILITY POWER ELECTRIC	\$4,456.52
BOSTON MUTUAL LIFE INS CO	LIFE INSURANCE	\$32.76
CAMERON, GEORGE	COURT REPORTER	\$190.00
CENTURY BUSINESS LEASING	COPIER	\$5.00
CREDIT COLLECTION BUREAU	COLLECTIONS	\$604.18
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$2,549.60
DRUG TESTS IN BULK	SUPPLY	\$300.00
EFTPS	EFTPS PAYROLL TAXES	\$42,114.62
EN-TECH LLC	FUMIGATION	\$450.00
EXPRESS COLLECTIONS, INC.	GARNISHMENT	\$445.00
DUDE SOLUTIONS, INC.	GIS SUPPORT CONTRACT	\$329.55
FARRELL, FARRELL & GINSBACH	CAAF/MI	\$6,996.76
GOLDEN WEST TECHNOLOGIES	COMPUTERS	\$3,393.40
HEIDEBRINK, LILY	TRAVEL REIMBURSEMENT	\$114.00
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$600.00
HOT SPRINGS ACE HARDWARE	SUPPLY	\$373.85
HOSTERMAN, RACHEL	REIMBURSEMENT	\$69.58
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$21,794.50
LIUNA LABORERS LOCAL 620	UNION DUES	\$351.00
MASSA DENTAL OFFICES PC	INMATE MEDICAL	\$32.00
MASTERCARD	COUNTY CREDIT CARD	\$1,553.07
MCGLUMPHY, ERIN	TRAVEL REIMBURSEMENT	\$1,040.44
MCLEODS OFFICE SUPPLY CO.	SUPPLIES	\$89.90
MONUMENT HEALTH	PRE-EMPLOYMENT PHYSICAL	\$282.00
NATIONWIDE RETIREMENT SOL	NATIONWIDE RETIREMENT	\$700.00
NEW YORK LIFE INSURANCE	NEW YORK LIFE INSURANCE	\$65.00
NORTON, TINA	CONTRACT NURSE INMATE	\$1,250.00

CHILD SUPPORT PAYMENT CNT	CHILD SUPPORT	\$655.00
RELiance STANDARD LIFE	VISION PLAN	\$286.73
ROMEY, CODY	TRAVEL REIMBURSEMENT	\$114.00
SOUTH DAKOTA ST TREASURER	SALES TAX	\$5.70
SDACC	2022 COUNTY CONVENTION	\$975.00
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$20,189.70
SERVALL	RUG/UNIFORM SERVICE	\$450.72
SONNY'S SUPER FOODS	SUPPLY	\$85.90
SOUTHERN HILLS LAW PLLC	CAAF/MAG	\$429.68
STEVENS AUTOMOTIVE	SERVICE	\$161.44
TRUGREEN COMMERCIAL	LAWN SERVICE	\$44.35
UNITED WAY BLACK HILLS	UNITED WAY DONATION	\$122.00
VERIZON WIRELESS	CELL PHONE PLAN	\$509.02
ROMEY, COLE	RURAL ATTORNEY RECRU	\$4,379.76
NORTON, LYLE	UNIFORM REIMBURSEMEN	\$102.95
MILES, SASHA	BLOOD DRAW	\$225.00
	TOTAL FOR GENERAL FUND	\$121,738.27
COUNTY ROAD & BRIDGE		
A & B WELDING SUPPLY CO.	WELDING SUPPLIES/LEASE	\$36.30
ACCOUTER RENTAL AND SALES	EQUIPMENT RENTAL	\$138.60
ADVANCED DRUG TESTING	RANDOM EMPLOYMEE DRUG TEST	\$26.00
AMERICAN FAMILY ASSURANCE	AMERICAN FAMILY ASSURANCE	\$365.50
BLACK HILLS ENERGY	UTILITY POWER ELECTR	\$383.10
BOMGAARS	SUPPLY	\$517.24
BROSZ ENGINEERING, INC.	ENGINEERING	\$955.00
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$523.70
FLOYD'S TRUCK CENTER	REPAIRS/PARTS	\$627.90
EFTPS	EFTPS PAYROLL TAXES	\$9,966.44
FORWARD DISTRIBUTING	SUPPLIES/PARTS	\$110.15
GOLDEN WEST TECHNOLOGIES	COMPUTERS	\$1,545.60
GRIMM'S PUMP SERVICE INC	PARTS	\$158.98
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$165.00
HOT SPRINGS ACE HARDWARE	SUPPLY	\$146.09
HOT SPRINGS AUTOMOTIVE	AUTO SUPPLY PARTS	\$1,799.68
CITY OF HOT SPRINGS	WATER	\$1,210.12
RICOH USA INC	CONTRACT SERVICE	\$29.43
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$5,780.00
LIUNA LABORERS LOCAL 620	UNION DUES	\$216.00
MASTERCARD	COUNTY CREDIT CARD	\$14.19
NEWMAN SIGNS INC.	SIGNAGE	\$157.45
POMP'S TIRE SERVICE INC.	SUPPLY	\$1,018.15
RELiance STANDARD LIFE	VISION PLAN	\$40.80
RAPID DELIVERY	DELIVERY	\$14.95
RDO EQUIPMENT CO	PARTS	\$296.95
SAFETY-KLEEN SYSTEMS, INC	SUPPLIES	\$124.47

SDACC	2022 COUNTY CONVENTION	\$195.00
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$5,273.86
SD SUPPLEMENT RETIREMENT	SUPPLEMENTAL RETIREMENT	\$40.00
TIME EQUIPMENT RENTALS	RENTAL	\$265.48
UNITED WAY BLACK HILLS	UNITED WAY DONATION	\$20.00
WHEELER LUMBER LLC	SUPPLY	\$9,695.75
	TOTAL COUNTY ROAD & BRIDGE	\$41,857.88
911 SURCHARGE REIMBURSEMENT		
AMERICAN FAMILY ASSURANCE	AMERICAN FAMILY ASSURANCE	\$129.09
AMAZON CAPITAL SERVICES	SUPPLY	\$64.99
CREDIT COLLECTION BUREAU	COLLECTIONS	\$302.86
2022 DAKOTA 911 CONFER.	2022 911 CONFERENCE	\$100.00
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$375.20
EFTPS	EFTPS PAYROLL TAXES	\$5,304.79
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$90.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$2,706.00
LIUNA LABORERS LOCAL 620	UNION DUES	\$54.00
MASTERCARD	COUNTY CREDIT CARD	\$6.00
RELIANCE STANDARD LIFE	VISION PLAN	\$12.66
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$2,755.36
VERIZON WIRELESS	CELL PHONE PLAN	\$41.99
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	\$11,942.94
EMERGENCY MANAGEMENT		
AMAZON CAPITAL SERVICES	SUPPLY	\$11.29
EFTPS	EFTPS PAYROLL TAXES	\$1,560.24
MASTERCARD	COUNTY CREDIT CARD	\$261.74
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$635.42
VERIZON WIRELESS	CELL PHONE PLAN	\$83.98
	TOTAL FOR EMERGENCY MANAGEMENT	\$2,552.67
24/7 SOBRIETY FUND		
DRUG TESTS IN BULK	SUPPLY	\$2,700.00
EFTPS	EFTPS PAYROLL TAXES	\$165.58
	TOTAL FOR 24/7 SOBRIETY FUND	\$2,865.58
COURTHOUSE BUILDING FUND		
DAKOTA SUPPLY GROUP	SUPPLY	\$42.13
MASTERCARD	COUNTY CREDIT CARD	\$42.99
	TOTAL FOR COURTHOUSE BUILDING FUND	\$85.12
	TOTAL PAID BETWEEN 7/22/22 AND 8/4/22	\$181,042.50

Break was taken at 9:50 a.m. and the meeting reconvened at 9:59 a.m.

Public comment was heard from Teresa Pullen, Treasurer, that \$45,000.00 is owed in back taxes on properties that the county can sell. The total value of the homes is \$185,000.00.

Jennifer Sietsema, Black Hills Council of Local Governments, reported to the Board about numerous projects that they have been doing over the last few years. Discussion was held on use of ARPA funds, being short staffed and increases in dues for counties.

Commissioners Allen and Cope spoke of meeting with Mitch Stone and Toby Morris about possible funding for a new justice center. No funding is available for justice centers or jails at this time. There will be a need for a feasibility study and may be looking at remodeling the existing jail in the future.

Sue Ganje, Auditor, met with the Board. Motion made by Russell, seconded by Greenough, to approve the Fall River County Lien Outstanding Debt Collection Policy and authorize the chairman to sign.

Motion made by Russell, seconded by Allen, to approve the 2023 Provisional Budget, including the increase of taxes by 3% CPI and 4.2% growth, for tax collections in 2023. With all voting yes, by roll call vote, motion carried.

Bob Nelson, Hot Springs Mayor, and several Hot Springs City Council members, met with the Commission to discuss possible county wide law enforcement. Although the mayor and city council members expressed resistance to this idea, they were all willing to explore the possibility of county wide law enforcement with further study and seeking input from their constituents. A short discussion was held on increasing the city's payment for dispatch.

Isnalawica Belt, Deputy, reported to the Board a gave a review of the Active Shooter Threat Training he facilitated on July 28 and July 29, 2022, at the Hot Springs Middle School. Discussion was held on being first responders, controlling situations effectively and possible future trainings for law enforcement and other first responders.

Break was taken at 11:06 a.m. and meeting resumed at 11:10 a.m.

Motion made by Greenough, seconded by Allen, to enter executive session as per SDCL 1-25-2 (1) for personnel purposes, as per SDCL 1-25-2 (3) for legal purposes and as per SDCL 1-25-2(4) for negotiation purposes at 11:11 a.m.

The Board came out of executive session at 11:18 a.m.

Motion made by Allen, seconded by Russell, to adjourn at 11:19 a.m.

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

ATTEST:

/s/Sue Ganje, Auditor
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 31st day of July 2022.

Total Amount of Deposit in First Interstate Bank, HS:	\$	230,297.77
Total Amount of Deposit in First National Bank, Lead:	\$	1,000.00
Total Amount of Deposit in First National Bank-ARP Checking, Lead:	\$	1,000.00
Total Amount of Cash:	\$	2,702.25
Total Amount of Treasurer's Change Fund:	\$	900.00
Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:	\$	90,666.72
SAVINGS:		
First Interstate Bank, HS:	\$	94,280.82
First National Bank of Lead: ICS Acct	\$	1,048,981.00
First National Bank of Lead-ARP ICS Acct	\$	1,092,059.48
First National Bank of Lead-RAI MM Acct	\$	40,921.95
CERTIFICATES OF DEPOSIT:		
First Interstate, HS:	\$	538,481.30
Black Hills Federal Credit Union, HS:	\$	250,000.00
Schwab Treasury:	\$	10,340.91
First National Bank, Lead:	\$	315,294.45
Black Hills Community, Rapid City:	\$	826,288.29
Liberty National, Sioux Falls:	\$	4,071,779.21
Schwab Treasury 2 Yr:	\$	271,788.44
Schwab Treasury 2 Yr:	\$	994,164.84
Schwab Treasury 2 Yr:	\$	992,343.75
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:	\$	-

TOTAL \$ 10,873,826.18

Dated This 31st Day of July 2022.

Sue Ganje, County Auditor of Fall River County

Teresa Pullen, County Treasurer of Fall River County

County Monies	\$	10,539,629.65
Held for other Entities	\$	137,441.99
Held in Trust	\$	196,754.54
TOTAL	\$	10,873,826.18

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.

STATE OF SOUTH DAKOTA] FALL RIVER BOARD OF
COUNTY

FALL RIVER COUNTY.] ss
] THE COMMISSIONERS

In re Cobblestone Mountain Estates Road District,

Petitioners

**Petition for Creation of
Cobblestone Mountain
Estates Road District**

SDCL Ch. 31-12A

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

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

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

(1) The proposed name of the road district is the "Cobblestone Mountain Estates Road District".

(2) There is need for road work in the territory described in this Petition.

(3) The territory is proposed to be organized as the Cobblestone Mountain Estates Road District and described as follows:

LOTS 1 THRU 14, LOT 15R, LOTS 16 THRU 22, LOTS 25 THRU 26, LOTS 29 THRU 34, LOTS 37 THRU 39, LOTS 42 THRU 45, LOT 46R, LOT 48R, LOT 53, LOTS 55 THRU 57, LOTS 63 THRU 66, SCHORFHEIDE TRACT, APPALOOSA RIDGE TRACT, ADAMS TRACT, DOUBLE B TRACT, WHITE TRACT, AND LONESTAR RANCH TRACT, ALL OF COBBLESTONE MOUNTAIN ESTATES SUBDIVISION LOCATED IN, SECTION 1 & 2 T7S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA

FOR PLATS OF THE ABOVE REFERENCED LEGAL DESCRIPTIONS SEE THE FOLLOWING FILE PLATS AT THE FALL RIVER COUNTY REGISTER OF DEEDS OFFICE:

BOOK XXII OF PLATS ON PAGE 93

BOOK XXIII OF PLATS ON PAGES 5 AND 27

BOOK XXIV OF PLATS ON PAGES 75 AND 83

BOOK XXV OF PLATS ON PAGE 64

BOOK XXVI OF PLATS ON PAGES 21, 23, 26, 31, 41, AND 57

BOOK XXVII OF PLATS ON PAGES 11, 41, 52, 83, 85, 86, 110, 115, 118, 146, 163, 245, AND 297

(4) Petitioners respectfully request that:

- a. The Fall River Board of County Commissioners define the boundaries for the Cobblestone Road District;
- b. That a referendum be held within the territory so defined on the question of the creation of a road district in the territory; and
- c. That the board determine that such a district be created.

Petitioners attach and incorporate herein as Exhibits Pursuant to SDCL 31-12A-2, a plat of Cobblestone Mountain Estates Subdivision which is an accurate survey and map of the territory intended to be embraced within the limits of the road district, showing the boundaries and area of the Cobblestone Mountain Estates Road District, which has been verified by the affidavit of the surveyor, and filed with the Fall River County Register of Deeds on various dates.

WHEREFORE, pursuant to SDCL 31-12A-6 and 31-12A-11,

Petitioners request an Order declaring that the territory shall, with the assent of the eligible voters, as specified in SDCL 6-16-2, in an election as provided in SDCL 6-16-4 to 6-16-6, inclusive, be

SDCL 6-16-2

Petition--Number of signatories--Deposit for costs.

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

SDCL 6-16-4. Notification of voter registration deadline.

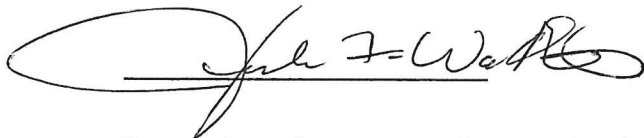
The county auditor shall publish the notice of the voter registration deadline at least once each week for two consecutive weeks, the last publication to be not less than twenty-four nor more than thirty days prior to the election. If the eligible voters are defined as landowners only for the special district to be formed, the notice of the voter registration deadline does not need to be published. The auditor shall publish each

notice of election at least once each week for two consecutive weeks, the last publication to be not less than four nor more than ten days before the election in at least one legal newspaper of general circulation in the proposed district.

SDCL 6-16-5 Election on question of incorporation in districts containing less than one thousand voters - Election of directors or trustees..

If the proposed district contains less than one thousand eligible voters as defined in § 6-16-6, the county auditor shall set a date, time, and an incorporated road district by the name "Cobblestone Mountain Estates Road District".55

Respectfully submitted this 8 day of August, 2022.



Location for a meeting to be held within the district, or at the county seat of any county in which a portion of the proposed district is located, to conduct an election on the questions of formation of the special district. The date may be be more than sixty days after the appropriate board declares that the application for incorporation is valid. The auditor shall appoint three judges of election, one of whom shall serve as the superintendent, to conduct the election. The vote upon the question of incorporation shall be by ballot which conforms to a ballot for a statewide question except that the statement required to be printed on the ballot shall be prepared by the state's attorney. After the vote is cast and counted, the judges shall prepared a certification showing the whole number of ballots cast, together with the number voting for the the number voting against incorporation, and shall return the certification to the county auditor.....

SDCL 16-5-1.

Election on question of incorporation in districts containing one thousand or more voters.

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

VERIFICATION

I, JULIE WATTS, pursuant to SDCL 6-16-2, upon my oath state the following:

1. I, Julie Watts, personally circulated and witnessed the signatures on this Petition and believe the signatures to be genuine.
2. Each person signing this Petition is believed to be a registered voter and eligible voter within the proposed road district.
3. There are 53 lots within the Cobblestone Mountain Estates Subdivision.
4. There are 39 owners of these lots within the proposed road district.
5. At least twenty-five percent of eligible voters of the district as defined in SDCL 31-12A-1.2 have signed the attached Petition.

Dated this 8 day of August, 2022.

A handwritten signature in black ink, appearing to read "Julie Watts", is written over a horizontal line.

Julie Watts

Subscribed and sworn to before me on this 8 day of

August, 2022.

Julie Tomlinson Deputy Auditor
Notary Public

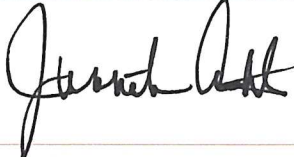

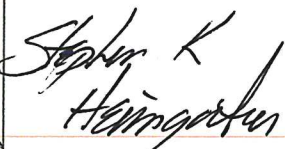
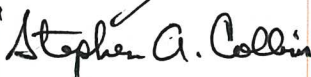


County Auditor
State of

SEAL
South Dakota
Fall River & Oglala Lakota

Exhibit "B"

Petition for Creation of Cobblestone Mountain Estates Road District.

Each of the following, by their signature hereto, represent that they own property within Cobblestone Mountain Estates Subdivision and are in favor of creating the Cobblestone Mountain Estates Road District as set for in the Petition, which is incorporated herein.

PRINTED NAME	SIGNATURE	LOT & BLOCK	DATE
Juanita + Jeff Ashton		37	6-10-22
Brandon + Julie Nase		14 + 29	6-14-22
STEPHEN + PAULA HEIMGARTNER		3	6-14-22
Stephen A. Collins		16, 17, 18 (3 lots)	6/14/22
Aimee-Joy & Rob Sanzen		21	6/14/22
Anita & Kim Kraft		22	6-14-22

PRINTED NAME	SIGNATURE	LOT & BLOCK	DATE
Danielle Sexton	Danielle Sexton	Lot 25	6-14-22
Scott Dahly	Scott Dahly	Lot 38	6-14-22
Larry N. Roberts	Larry N. Roberts	Lot 44	6-14-22
SANDRA BOHR	Sandra Bohr	Lot 57	6-14-22
Dallas Keiswetter	Dallas Keiswetter	Lots 15 & 30	6-14-22
Angela G. Franey	Angela G. Franey	Lots 4 & 5	6-14-22
Julie F. Watts	Julie F. Watts	lots 10 & 11	6-14-22
Jeff DeVos	Jeff DeVos	lots 32, 33, 34	6-16-22
Laura Fischer-Porter	Laura Fischer-Porter	Lots 59, 60, 61, 62	6-16-2022
Shannon DeBoer	Shannon DeBoer	Lot 13	6/16/22

[illegible]

PRINTED NAME	SIGNATURE	LOT & BLOCK	DATE

Julie F Watts / *Julie F Watts*

Subscribed and sworn to before me on this 17th day of

June, 2022.

[Signature]

Notary Public



RECORD OF SURVEY

SHOWING A PROPOSED ROAD DISTRICT LOCATED IN COBBLESTONE MOUNTAIN ESTATES SUBDIVISION. SEE BELOW FOR FULL LEGAL DESCRIPTION:

LOTS 1 THRU 14, LOT 15R, LOTS 16 THRU 22, LOTS 25 THRU 26, LOTS 29 THRU 34, LOTS 37 THRU 39, LOTS 42 THRU 45, LOT 46R, LOT 48R, LOT 53, LOTS 55 THRU 57, LOTS 63 THRU 66, SCHORFHEIDE TRACT, APPALOOSA RIDGE TRACT, ADAMS TRACT, DOUBLE B TRACT, WHITE TRACT, AND LONESTAR RANCH TRACT, ALL OF COBBLESTONE MOUNTAIN ESTATES SUBDIVISION, LOCATED IN SECTIONS 1 AND 2, T7S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA

FOR PLATS OF THE ABOVE REFERENCED LEGAL DESCRIPTIONS SEE THE FOLLOWING
FILED PLATS AT THE FALL RIVER COUNTY REGISTER OF DEEDS OFFICE:

BOOK XXII OF PLATS ON PAGE 93

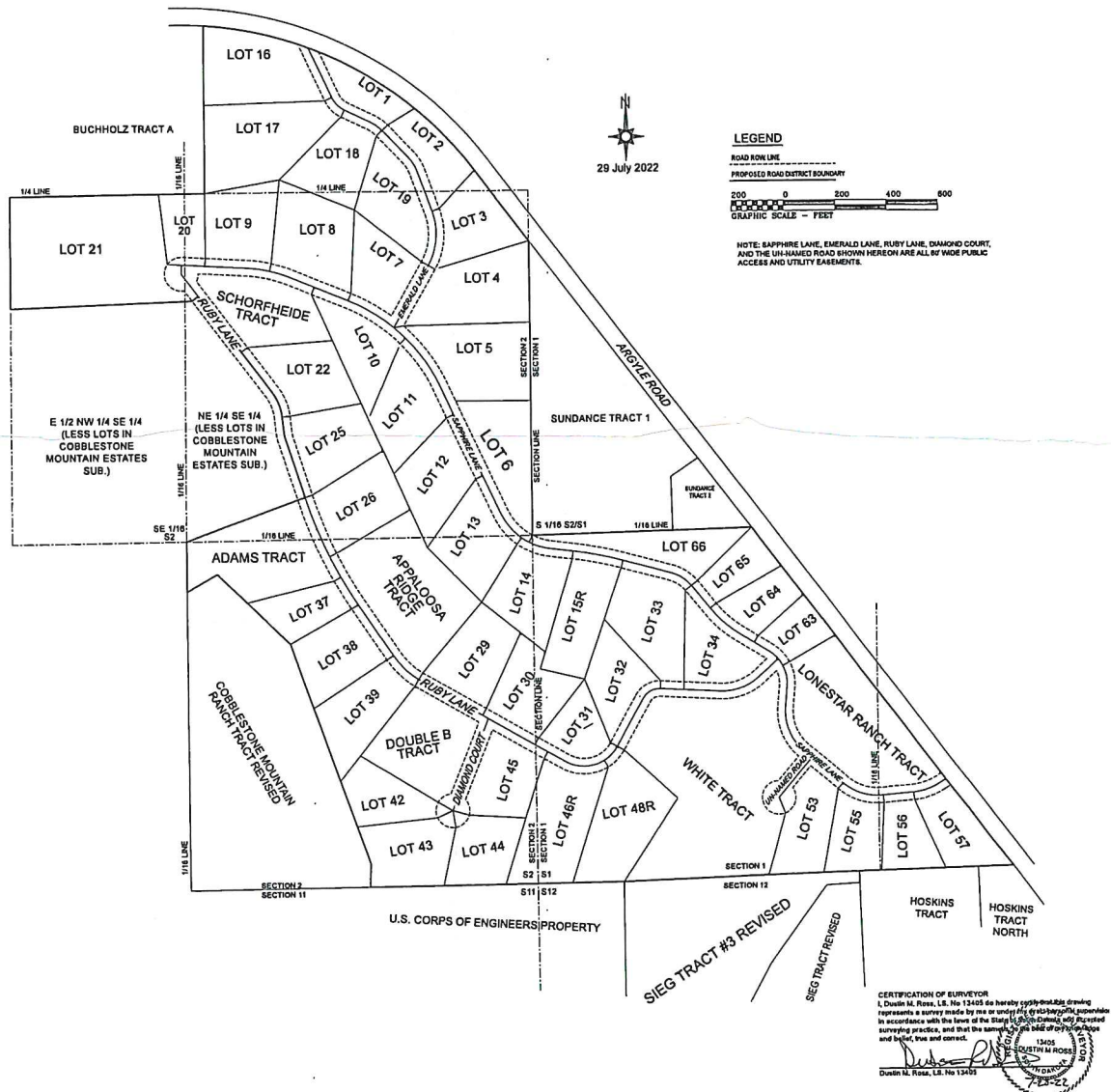
BOOK XXIII OF PLATS ON PAGES 5 AND 27

BOOK XXIV OF PLATS ON PAGES 75 AND 83

BOOK XXV OF PLATS ON PAGE 64

BOOK XXVI OF PLATS ON PAGES 21, 23, 26, 31, 41, AND 57

BOOK XXVII OF PLATS ON PAGES 11, 41, 52, 83, 85, 86, 110, 115, 118, 146, 163, 245, AND 297



Prepared by ANDERSEN ENGINEERING Land Surveyors		P.O. Box 446 Edgemont, SD 577 605-462-5500
Drawn by DR	Date 7/28/2022	
Approved by MCR	Date 7/28/2022	
Scale 1"=200'	Sheet 1 of 1	File Name: COBBLESTONE_MAP_2022



*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: August 18, 2022

Subj: Commission Update

1. Comprehensive Resource Management System: I am requesting approval to hire Abby Ries on an as needed basis to complete the CRMCS identification cards for county employees and first responders. I am requesting the hourly salary be \$14.00 per hour.
 2. Haz Mat Plan: I have reviewed the draft plan, and I am requesting approval to have the Chairman sign the Certificate of Adoption. The plan will then be sent to the State for review and approval. The contractor will be paid from the HMPG grant funds I requested to update the plan.
 3. Community WildFire Protection Plan (CWPP): The US Forest Service has funding available for developing a Community WildFire Protection Plan. I will research the application process and report back at the next meeting. Application deadline is October 7, 2022.
 4. Safety Benefits Award Applications: I have completed and submitted the paperwork for the annual Safety Benefits Awards.
-
5. Fires & Incidents:
 1. 8/4/2022: Sig. 1 Vehicle rollover, Hwy 18 mm 6: Edgemont Fire, Edgemont Ambulance, Fall River Sheriff.
 2. 8/4/2022: Sig. 1, Motorcycle, Hwy 385/18 mm 47: Fall River Sheriff, Hot Springs Fire, Hot Springs Ambulance, SDHP, Life Flight, SD GFP.
 3. 8/7/2022: Minnekahta Fire: Hwy 18: 3 acres: Hot Springs Fire, Minnekahta Fire, SD Wildland Fire, BGNG, USFS, Helitac, Fall River Sheriff and Hot Springs Ambulance.
 4. 8/7/2022: Perch Fire: Rockyford Road, .53 acres: Edgemont Fire, Fall River Sheriff, Hot Springs Fire.
 5. 8/7/2022: Chimney Fire: Rockyford Road: 1.1 acres: Edgemont Fire, Minnekahta Fire.
 6. 8/7/2022: Sig. 1, Motorcycle: Fall River Road: Fall River Sheriff, Hot Springs Ambulance.
 7. 8/9/2022: Oil Well Fire: Coffee Flats: Edgemont Fire
 8. 8/9/2022: Drowning: Angustura Dam: SD GFP, Fall River Sheriff, Pennington County Dive Team.
 9. 8/9/2022: Sig. 1, Vehicle and Camper Rollover: Hwy 18: Fall River Sheriff, Edgemont Fire, Minnekahta Fire, Hot Springs Ambulance, Edgemont Ambulance and SD HP.
 10. 8/12/2022: Grass Fire: Hwy 385, State Line: Ardmore Fire, Oelrichs Fire, and BGNG.
 11. 8/12/2022: Sig. 2, Hwy 18 mm 16: Fall River Sheriff.
 12. 8/12/2022: Sig. 1, Hwy 385 mm 8: Fall River Sheriff, Oelrichs Fire, Oelrichs First Responder, Hot Springs Ambulance and SD HP.
 13. 8/13/2022: Fire: Cascade Campground: Angustura Fire.
 14. 8/13/2022: Fire: Sheps Canyon: Cascade Fire and SD GFP.

15. 8/13/2022: Fire: Pilger Mtn.: Edgemont Fire and SD WFS.
16. 8/13/2022: Fire: Elbow Canyon: Edgemont Fire, SEAT and USFS.
17. 8/13/2022: Fire: Horsetrap: Minnekahta Fire and SD WFS.



Franklin W. Maynard, CEM, CFM

Emergency Manager

Fall River County

906 N. River Street

Hot Springs, SD 57747

**FALL RIVER
BOARD OF COUNTY COMMISSONERS
HAZARDOUS MATERIALS EMERGECENY RESPONSE PLAN
CERTIFICATION OF ADOPTION**

Fall River Board of County Commissioners, in a regular meeting on _____, 2022, hereby approves the HAZARDOUS MATERIALS EMERGECENY RESPONSE PLAN as the official document for all Hazardous Materials responses within Fall River County.

Chair, Fall River County Board of County Commissioners

Joe Falkenburg, Chairman

Attested:

Sue Ganje, Fall River County Auditor



Auditor Office <aud@frcounty.org>

Re: Renodry USA--Inspection Report, Project Estimate, References

1 message

Ganje, Sue <Sue.Ganje@state.sd.us>
To: Auditor Office <agenda@frcounty.org>

Fri, Aug 12, 2022 at 10:19 AM

I assume Dave gave you a quote to put on the agenda, you can attach the below email for a little more information.

From: Auditor Office <auditor@frcounty.org>
Sent: Monday, August 8, 2022 8:00 AM
To: Dave Weishaupl <dave.w@frcounty.org>; Ganje, Sue <Sue.Ganje@state.sd.us>
Subject: Fwd: [EXT] Renodry USA--Inspection Report, Project Estimate, References

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

From: Don Brown <bluewing0302@gmail.com>
Date: Sun, Aug 7, 2022 at 7:19 PM
Subject: Renodry USA--Inspection Report, Project Estimate, References
To: Sue Ganji <auditor@frcounty.org>, Michael Clancy <michael.8clancy@gmail.com>

Hi Sue--Michael Clancy and I stopped by July 27 to have a look at your courthouse. You were nice enough to come chat with us for a while. You told us you were well acquainted with Karen Layher, the Auditor of Grant County in Milbank. Karen has used the Renodry Dehydration System in the County Courthouse since December, 2019. She has been so pleased with the performance of it, she called us last summer and asked us to install the system in their County Museum, formerly the Carnegie Library which we did.

In the references attached for you, are a couple other South Dakota places we have our system. You are welcome to call any or all of them, plus the County Auditor of Taylor County in southeastern Iowa.

We are working now at the State level in South Dakota now and on our trip--we are based just outside of Kansas City, KS in Overland Park--just completed, we were in Hot Springs to do an installation in the Fitzmaurice Veterans Home. They have had some serious water problems and our System will put a stop to them.

Two days before we stopped in to see you, we were in Pierre and installed our system in the Soldiers and Sailors War Memorial Building across the street from the Capitol. We have also inspected the Capitol when we were in Pierre last summer and are hopeful we will be doing that building in the not too distant future.

Early in July, we installed our dehydration system in the University of South Dakota's iconic building, Old Main, our first state job! We were very excited to do that because they have a really bad problem in their foundation area and the first step in handling it is to dry the foundation out. That's what we do. We are the only company that can do this. We have a long list of references.

I don't mean to sound cocky or arrogant, but we have built our company ourselves and are very proud of our product. The system we have is very special and exceptionally good. It does exactly what we say it will do--dry out your building. It is an amazing technology and exceptionally green. Currently we have 12% of the courthouses in Minnesota, just over 10% in Missouri. We have our system in 10 states now and we are growing very well. We work hard and are honest. Now you know as much as I do about us!

Your inspection report contains a number of pictures of what we saw in the foundation area of your basement. Dave accompanied us and saw what we did. He was very good at taking us to all of the nooks and crannies where he had seen decay from the salts in the walls. Your courthouse does have what we handle--rising damp, also known as rising moisture or capillary action. We rid the building of that. It is the worst water condition a building can have, Sue. It can truly rot your foundation and create a very expensive situation to fix. We dry the walls out so it can be fixed, and at a price, I'm sure will be modest compared to what it could cost if it is left to deteriorate further.

It was very nice to meet you the other day, Sue. Thank you for talking with us. If you have any questions, please give me a call. My direct phone in 913-967-5962.

My best,

Don Brown
Renodry USA



RENODRY USA – RISING DAMP REPORT

Fall River County Courthouse South Dakota



8/2
2022

Rising Damp Report

INTRODUCTION:

On July 27, 2022, building inspectors from RENODRY USA conducted a visual inspection and masonry conductivity test in the basement/lower-level areas of Fall River County Courthouse, in Hot Springs, South Dakota.

The County Official accompanying the RENODRY inspectors was the Courthouse Maintenance Supervisor – Dave Weishaupl.

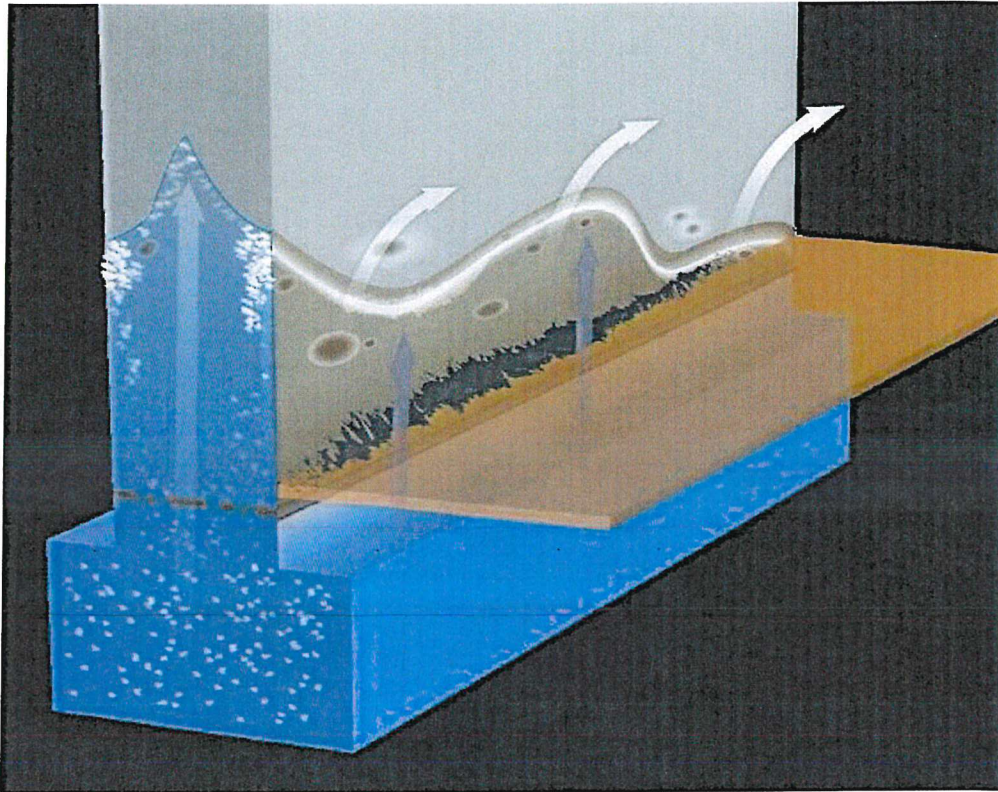
The RENODRY building inspectors discovered a rapidly advancing case of rising moisture, also known as capillary-action, or rising damp, in the Fall River County Courthouse. Rising moisture is water's natural tendency to rise in masonry. Water bringing salts with it destroys the masonry foundation of a building.

Rising damp is a major concern for building owners and constitutes a high percentage of humidity and moisture issues in buildings like the Fall River County Courthouse. Left unresolved it will be the cause of severe erosive structural damage, significantly reducing the value and life span of a building. It is also a well-known fact that health risks exist for the occupants of buildings which hold unacceptable wall moisture causing potential liability for building owners as well as the buildings occupants.

Completed in the 1892, this landmark courthouse building in Hot Springs is being eroded by rising moisture and salts. This report will demonstrate the preliminary evidence as discovered during the inspection.

WHAT IS CAPILLARY ACTION AND WHY IS IT A PROBLEM?

THE FOLLOWING DIAGRAM OF A WALL CROSS-SECTION ILLUSTRATES SEVERAL EROSION INDICATORS IN THE PRESENCE OF RISING DAMP (THE DAMPNESS AND SALTS THAT MOVE UPWARDS INSIDE THE WALL, FROM THE GROUND, AFFECTING THE CORE OF THE MASONRY).



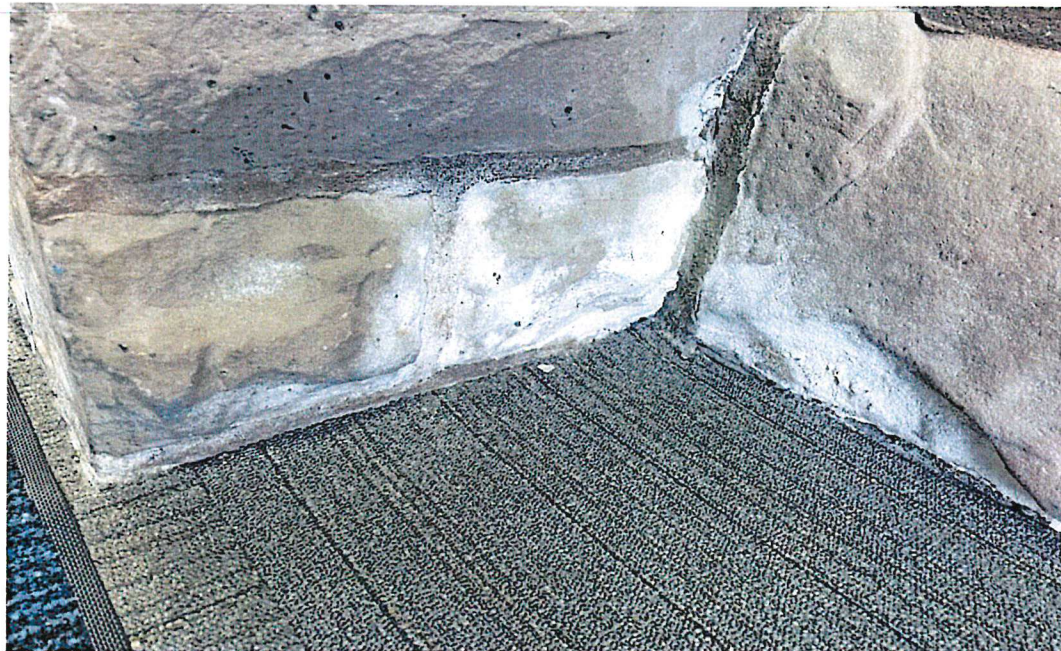
RISING DAMP IS A COMBINED PROBLEM OF DAMPNESS AND SALTS AFFECTING THE MASONRY AT DEPTH.

How Salts Destroy Masonry

The reason salts pose such a serious problem to masonry is because they:

- 1. Dissolve in the water under the building**
- 2. Rise up into the masonry walls and saturate the floor slab**
- 3. Recrystallize and expand, disintegrating and eroding the masonry from inside the walls**

Changes in temperature and/or humidity cause **salt crystals to expand multiple times** within the capillary pores, which generate enough crystallization pressure – up to 6 tons per cubic inch - to **crack** the fine pores, irreversibly destroying the masonry. Powdering, flaking, crumbling, or cracking of masonry surfaces are typical signs of a salt attack.



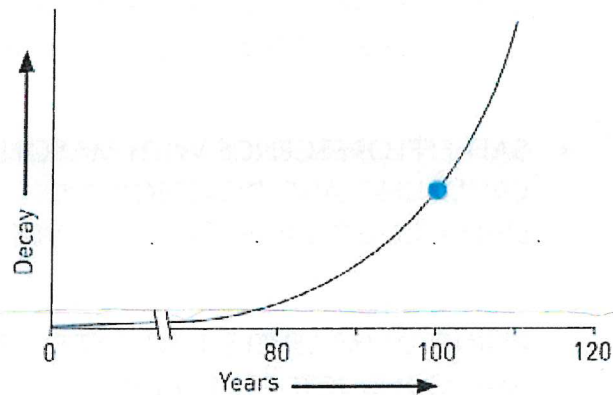
SALT DAMAGE: SALT NESTS PUSHING THROUGH FOUNDATION WALL IN FALL RIVER COUNTY COURTHOUSE

It is tempting to think that if a building has lasted for 80 years, decay will not much worsen after another 20 or 30 years. This is incorrect. According to current building research, the rate of decay is exponential¹.

There is a long initial period with almost no decay (80 years in this example) during which time salts slowly accumulate within the masonry pore structure until they reach a saturation point.

After this the **salt decay becomes accelerated**, the volume of decay over the next 10 years will be **twice as destructive** as it has been.

Rate of salt attack decay



Over time, once **capillary action** has drawn enough salts into the building fabric and the concentration of salts in masonry becomes higher than in the soil below, it triggers a secondary force of attraction known as **diffusion** (to spread or disperse). For example, high salinity areas from the upper part of the wall start attracting water from lower salinity areas underneath, making the masonry increasingly wetter and saltier and the capillary rise increases with the buildings age. In older buildings with thick walls, 13-16 feet high capillary rise is not uncommon².

Fall River County Courthouse is now 130 years-old and its foundation is in the advancing stages of decay.

- (1) Department for Environmental and Heritage, South Australia: *Salt attack and rising damp: a guide to salt damp in historic and older buildings* – Technical Guide, 2008
- (2) Bernard Feilden: *Conservation of Historic Buildings*, 3rd Edition, 2003, p. 101

THERE ARE SEVERAL NOTED PROBLEMS IN THE LOWER LEVELS OF THE FALL RIVER COUNTY COURTHOUSE SHOWING INDICATORS OF RISING MOISTURE.

- RISING DAMP SYMPTOMS VISIBLE ON INTERNAL MASONRY WALLS THAT COULD BE SEEN WHILE INSPECTING. WALL DISCOLORATION, SALT EFFLORESCENCE, DISINTEGRATING SANDSTONE, MORTAR, AND MASONRY IN SEVERAL AREAS WITH EXPOSED WALLS.
- HIGH CONDUCTIVITY READINGS, WELL OVER 100, ON THE INTERNAL AND EXTERNAL FREE-STANDING MASONRY WALLS THAT COULD BE REACHED TO MEASURE DURING THE INSPECTION.
- SALT EFFLORESCENCE WITH MASONRY/MORTAR DECAY, CRUMBLING AND DISINTEGRATION OF SANDSTONE WALLS. EVIDENCE OF SHEDDING OF SANDSTONE AND MORTAR.
- RISING DAMP LEVELS 1 TO 7 FEET ABOVE LOWER-LEVEL FLOOR AND CONDUCTIVITY READINGS FAR HIGHER THAN NORMAL DUE TO ELEVATED WATER SATURATION LEVELS.
- MASONRY AND MORTAR DECAY IN INSPECTED LOWER-LEVEL AREAS. ADVANCING EROSION OCCURRING ON INTERNAL FREE-STANDING AND EXTERNAL WALLS.
- INSPECTED AREAS SHOWING RISING MOISTURE INDICATES SIMILAR OR POSSIBLY WORSE CONDITIONS IN REST OF FOUNDATION.
- CRACKING AND CRUMBLING OF INTERNAL FREE-STANDING AND EXTERNAL SANDSTONE WALLS.

- SALT WITH RISING MOISTURE IN SEVERAL AREAS IN LOWER-LEVEL AREAS OF THE FALL RIVER COUNTY COURTHOUSE BUILDING.
-



A HYDROMETER MEASURES WALL CONDUCTIVITY (THE DEGREE TO WHICH A SPECIFIED MATERIAL CONDUCTS ELECTRICITY). A PROBE IS SET ON THE SURFACE OF THE STONE, MASONRY OR MORTAR AND GIVES A READING INDICATING THE PRESENCE OR ABSENCE OF MOISTURE. THE HIGHER THE READING, THE MORE MOISTURE IS LIKELY IN THE WALL. THIS TEST GIVES THE ENGINEER A STRONG INDICATION THAT THERE IS MOISTURE PRESENT IN THE WALLS.

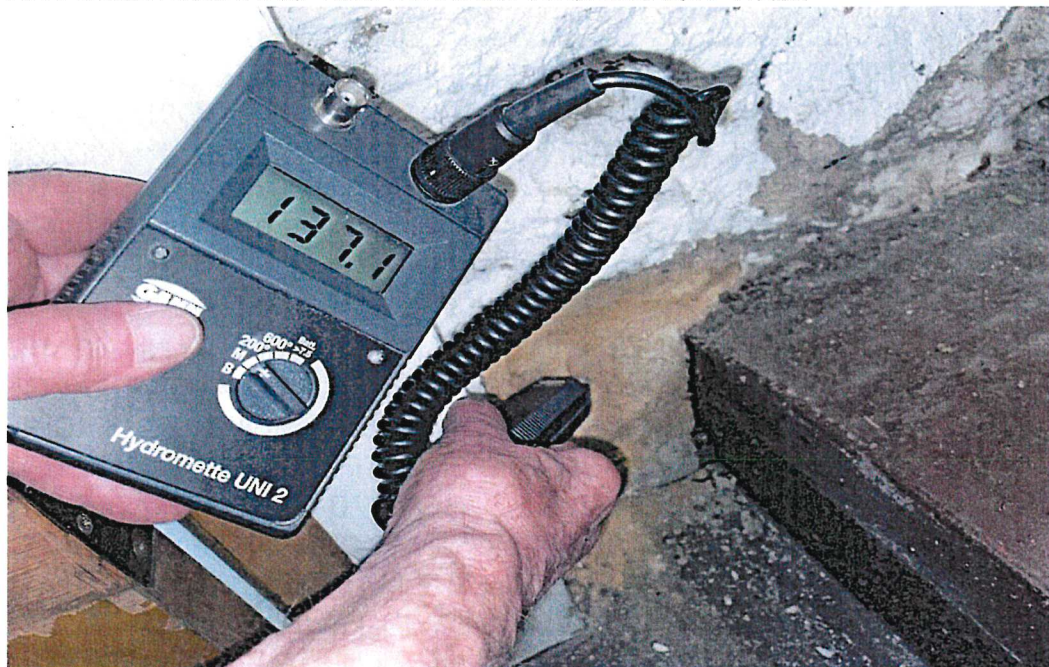
READINGS ON THE INSTRUMENT RANGE FROM 0, AN INDICATION OF NO MOISTURE, TO 200 THE EQUIVALENT OF TOTAL SATURATION. FOR PURPOSES OF REVEALING MASONRY WALL MOISTURE, READINGS LESS THAN 70 INDICATE NORMAL TO SLIGHTLY ABOVE NORMAL LEVELS OF MOISTURE PRESENT; READINGS ABOVE 70 DEMONSTRATE EXCESSIVE LEVELS OF MOISTURE; **READINGS IN EXCESS OF 100 INDICATE EXTREME MOISTURE LEVELS IN THE MASONRY.** AS A COMPARISON, THE HUMAN BODY, ON AVERAGE WILL READ AROUND 160.

Conductivity Test Results with Photographic Evidence **FALL RIVER COUNTY COURTHOUSE**

RIISING MOISTURE CLIMBING INSIDE THE MASONRY WALLS ARE AT HUMAN BODY LEVELS OF MOISTURE. VERY HIGH 159.7 HYDROMETER READING.



MOISTURE AND SALTS EXPANDING INSIDE THE SANDSTONE ARE RUPTURING AND DISINTEGRATING THIS INTERNAL FOUNDATION WALL.



MOISTURE WITH SALTS CLIMBING THIS SANDSTONE WALL ARE ESCAPING THROUGH THE CONCRETE PLASTER CAUSING IT TO CRACK AND CRUMBLE.



DEHYDRATION AND DESALINATION RECOMMENDED TO HALT THE FOUNDATIONAL DESTRUCTION CONFIRMED BY THE HYDROMETER ON THE ABOVE PHOTO SHOWING A VERY DAMP 159.0 MEASUREMENT



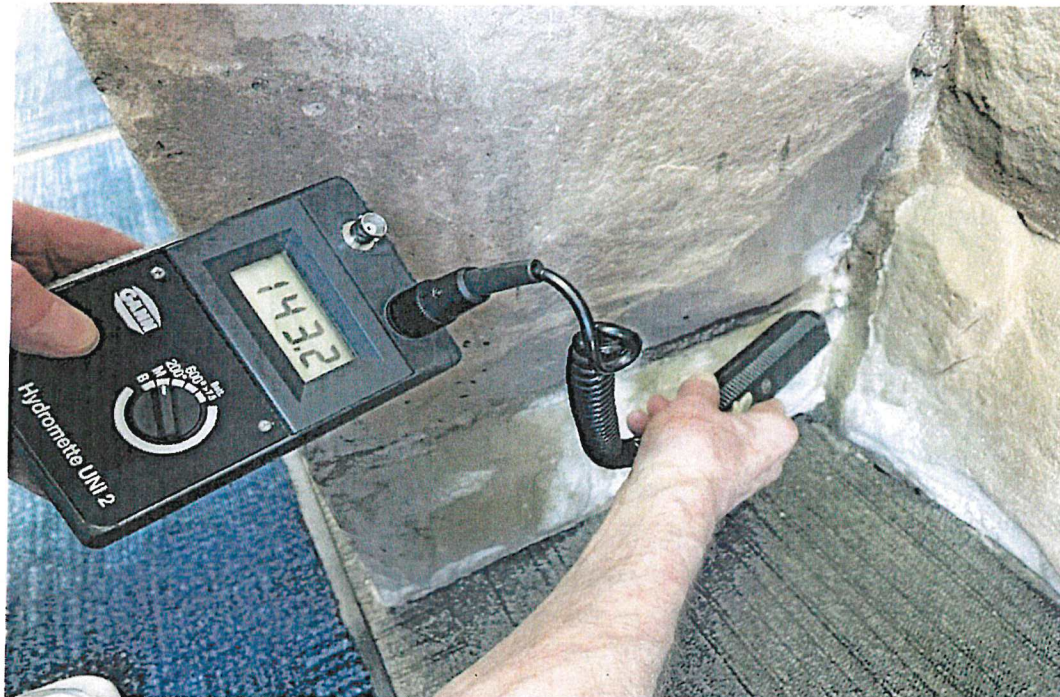
THE RISING MOISTURE IS DISINTEGRATING THE NORTH WALL OF THE COURTHOUSE. EROSION WILL CONTINUE UNTIL EXCESS SALTS AND MOISTURE ARE PERMANENTLY REMOVED.



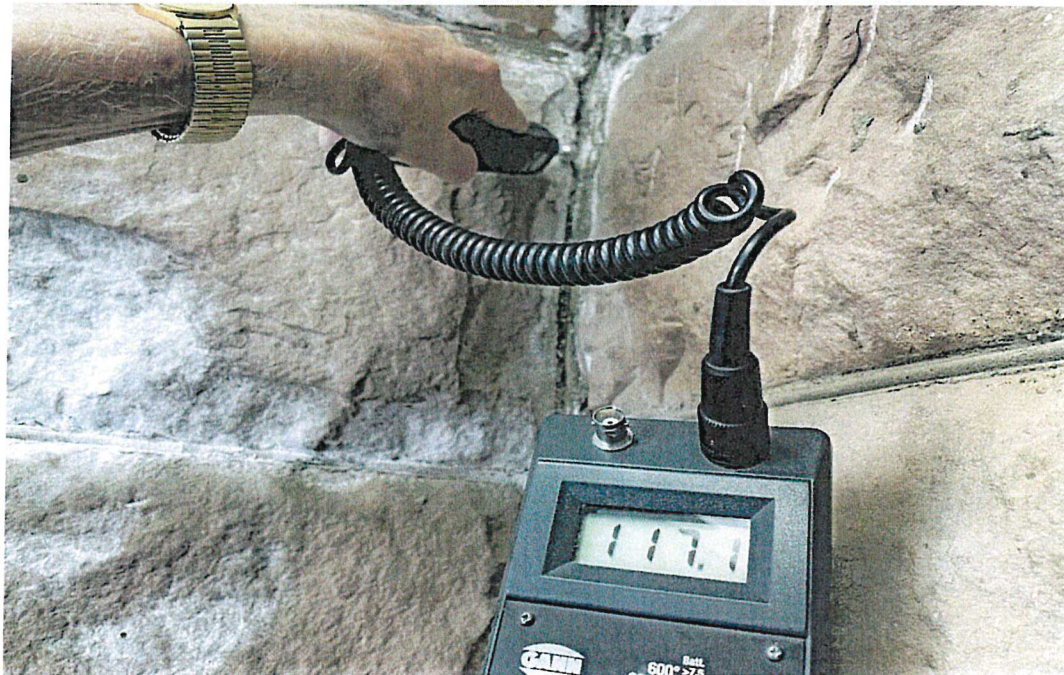
THE FALL RIVER COUNTY COURTHOUSE, AS IN ABOVE PHOTO, IS IN A STATE OF ACCELERATING EROSION SEEN BY THE MOISTURE READINGS TAKEN ON THIS INSIDE WALL. STRUCTURAL INTEGRITY OF THE WALLS IS AT RISK.



THE RISING MOISTURE IN THE FRONT ENTRANCE CAN BE SEEN BY THE HYDROMETER PLACED ON THE SANDSTONE WALL. THE STONE IS SATURATED WITH SALTS AND WATER. THE FOUNDATION NEEDS TO BE DEHYDRATED.



THE SALTS CAN BE SEEN TO HAVE REACHED THE TOP OF THIS SANDSTONE WALL NEAR THE BUILDING ENTRANCE. WINTER SALTS ON THE STAIRS ABOVE MAY BE CONTRIBUTING TO THIS AREA OF WALL AND IS DULY NOTED.



SOLUTION

A RENODRY DEHYDRATION SYSTEM SHOULD BE INSTALLED IN FALL RIVER COUNTY COURTHOUSE TO PERMANENTLY REMOVE THE RISING MOISTURE PROBLEM. THE SYSTEM WILL DRY OUT AND DESALINATE THE FOUNDATION WALLS, PRESERVING THE MASONRY FROM FURTHER EROSION FROM DAMAGING SALTS AND MOISTURE.

(SEE RENODRY PHOTO BELOW)

THE FALL RIVER COUNTY COURTHOUSE FOUNDATION STRUCTURE HAS MULTIPLE THICK SANDSTONE WALLS TO DEHYDRATE. THE APPROXIMATE GROUND LEVEL FOOTPRINT IS 4,570 SQUARE FEET. THE ACCOMPANYING ESTIMATE IS BASED ON THESE AND SEVERAL OTHER FACTORS TO ENSURE AN EFFECTIVE DRY OUT OF THE BUILDING.

EXAMPLE OF THE MID-SIZED RENODRY UNIT INSTALLED AT THE GRANT COUNTY MUSEUM IN MILBANK, SOUTH DAKOTA.



THE RENODRY DEHYDRATION SYSTEM

The RENODRY wall dehydration system is a series of antennas designed to focus frequencies that break the electrostatic (magnetic) attraction between water and masonry allowing gravity to pull the water back down and out of the wall.

RENODRY USA installs this rising moisture solution that gently removes rising damp from any building made of brick, stone, concrete, or other masonry materials and keeps the building dry from rising damp from then on. The system is installed with relative ease by a trained RENODRY engineer, taking approximately 1-2 days for a building the size of Fall River County Courthouse. No construction or foundation-damaging methods are ever needed and never necessary. Business can carry on as usual during installation.

Before



After



Historic Hastings City Hall – Hastings, Minnesota

With the RENODRY system in place and working, the water is repelled out of the masonry and gravity can now pull the water back down into the ground keeping the masonry walls free of excessive moisture. As this occurs, some of the water in the masonry is released through the wall in vapor form causing the walls to desalinate.

The RENODRY system has no moving parts so it requires no on-going maintenance and will keep working for decades allowing the building to remain free of rising moisture and stay dry. Remediation and repair efforts, when possible, should not take place until the building is dry.

THE DEHYDRATION OF MASONRY WALLS

The first 6 months after installation show the most dramatic change in building moisture. Some of the wall moisture will evaporate outwards from the wall due to the salt content of the masonry. This will result in even more salts (efflorescence) and the wall surfaces may temporarily look worse (dampier, saltier, paint peeling). However, this means the walls are drying out. Amounts of salt and water can vary greatly from one wall to another, so walls will dehydrate at differing rates. It typically takes 3-36 months, depending on water saturation, salt content and wall thickness.

The more salt that is present in a particular wall, the longer the salt will continue to crystalize and push to the surface as the water exits the wall during dehydration. Periodic cleaning of the salts from the wall surface is recommended as the walls dry out. Once no more salts are seen exiting the surface, this will indicate the wall has completed its desalination.

At this point, walls can be remediated and repaired.

There is a 3-year dry-out guarantee with a 25-year warranty on the RENODRY building dehydration system. This guarantee and warranty are unmatched in our industry. With 7 years' experience drying out old buildings in the USA, you can be assured your building remains dry, creating a healthier, safer environment now as well as for future generations of staff, county residents and visitors to the Fall River County Courthouse.

Report submitted by Michael Clancy of RENODRY USA. For any questions, please contact Michael at 612-554-1863. Email: Michael.8clancy@gmail.com



WE DRY OUT OLD BUILDINGS

WWW.RENODRY.COM



PROJECT ESTIMATE

CLIENT: FALL RIVER COUNTY (SD) COURTHOUSE

DATE: August 7, 2022

ADDRESS:

906 North River Street
Hot Springs, SD
57747

RENODRY USA CONSULTANT:

Don Brown
913-967-5962
Michael Clancy
612-554-1863

PHONE: 605-745-5130 (Sue Ganji, County Auditor)

EMAIL: auditor@frcounty.org (Sue Ganji, County Auditor)

PROPERTY TYPE:

A sandstone building with a foundation footprint of approximately 4,570 sq. feet, the Fall River Courthouse is 130 years old. Like so many old buildings worldwide, the Courthouse building has a serious case of rising moisture, water which comes up under the building bringing salts in solution and penetrates the sandstone and brick foundation. The salts cause terrible erosional damage to the stone, brick and mortar creating large expense to fix.

PROJECT ESTIMATE:

A building's foundation must be dry in order to re-point the mortar and repair the eroded stone/brick. Repairing a wet building will require a re-repair again every few years. It is an expensive process as rising damp just keeps coming and the moisture and salts must be eliminated before a building's foundation can be repaired. The Renodry Dehydration System frees a building from the rising moisture and salts and will keep the damp out of the masonry walls for many, many, many decades. Once installed, there are no ongoing costs for electricity nor maintenance--ever!

PROJECT ESTIMATE: \$14,683.00
South Dakota Excise Tax: 303.26
South Dakota User Tax: 175.50

TOTAL: \$15,161.76

Renodry's senior technician will install Renodry's mid-size dehydration unit complimented by its smaller one. This will completely cover the entire 4,579 sq. foot foundation area of the building.

TOTAL \$15,161.76

TERM & CONDITIONS:

- Two free follow up services are provided, one year and three years after installation, to take comparative wall moisture measurements. Complete reports are provided.
- The installed device(s) remains the property of RenoDry USA until such time as payment is received in full.



Auditor Office <aud@frcounty.org>

8/18/22 Agenda Item - Rural Attorney Recruitment Program - Austin Schaefer - SD Unified Judicial System

1 message

Goetz, Justin (UJS) <Justin.Goetz@ujs.state.sd.us>
To: "agenda@frcounty.org" <agenda@frcounty.org>

Mon, Aug 8, 2022 at 9:40 AM

Greetings Aaron

Thank you for our conversation on the phone on Friday morning. As we discussed, please see the attached documents that provide background on the Rural Attorney Recruitment Program for the Commission's consideration. Let me know if you have any questions. Thanks again.

Best regards,

Justin

Justin Goetz | Director of Policy and Legal Services

500 E. Capitol Ave., Pierre, SD 57501 | p 605-773-3474

SCAO STATE COURT ADMINISTRATOR'S OFFICE
SD UNIFIED JUDICIAL SYSTEM

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2 attachments**2022-08-05 - Rural Attorney Recruitment Program Description.pdf**
215K**Blank Rural Attorney Contract Updated 7-12-2022.pdf**
216K

Rural Attorney Recruitment Program

The Unified Judicial System and the State Bar of South Dakota are committed to assuring that all citizens within the State of South Dakota have access to quality attorneys. In 2013, the South Dakota Legislature approved the Recruitment Assistance Pilot Program to address the current and projected shortage of lawyers practicing in small communities and rural areas of South Dakota.

This program provides qualifying attorneys an incentive payment in return for five (5) continuous years of practice in an eligible rural county or municipality. While the number of attorneys was limited to sixteen (16) and then thirty-two (32) attorneys total from 2013 until 2019, since then, the program is only capped at thirty-two (32) attorneys at any given time.

Attorneys must enter into a contract with the Unified Judicial System, the State Bar, and the eligible county or municipality in order to participate. An eligible county or municipality may enter an agreement with any county, municipality, school district, or nonprofit entity to assist the county or municipality in meeting its funding obligations under the contract.

The participating attorney receives \$12,513.60 per year, for five years, from the program, for a total of \$62,568. Of this amount:

- Unified Judicial System pays 50%, or \$6,256.80 annually for five years;
- State Bar of South Dakota pays 15%, or \$1,877.04 annually for five years;
- County/Municipality pays 35%, or \$4,379.76 annually for five years (for a total of \$21,898.80).

Eligible rural counties or municipalities:

To be eligible to participate in the recruitment assistance pilot program, a county or municipality within the State of South Dakota must:

- Have a population of 10,000 or less, if a county, or 3,500 or less, if a municipality;
- Agree to pay 35% of the total amount of the incentive payment, payable in five equal annual payments. A county or municipality may prepay its portion of the incentive payment at any time during the five-year;

- Apply to the UJS via the governing body of the county or municipality presenting a formal communication or a letter of intent that the body is able and willing to contract; and
- Be determined to be eligible by the UJS.

Before making a determination on eligibility, the UJS shall conduct a county or municipal assessment to evaluate the county or municipality's need for an attorney and its ability to sustain and support an attorney. In completing this assessment, the UJS will consider the following factors:

- Demographics of the county or municipality;
- Age and number of current attorneys practicing within the county or municipality;
- Recommendation of the presiding circuit court judge;
- Programs of economic development within the county or municipality;
- Geographic location to other counties or municipalities receiving assistance; and
- Prior participation by the county or municipality in the program.

The UJS shall maintain a list of counties and municipalities that have been assessed and that are eligible for participation in the Program. The UJS may revise any county or municipal assessment or conduct a new assessment as necessary to reflect any change in conditions within a county or municipality.

Eligible Attorneys:

To be eligible for participation, an attorney must:

- Be a U.S. citizen, U.S. National or permanent resident of the U.S.;
- Have a Juris Doctorate degree from an ABA-accredited institution and provide a transcript;
- Be licensed as an attorney in the State of South Dakota;
- Never have been disbarred, suspended or publicly censured from the practice of law in any jurisdiction;
- Be willing to reside in the county or municipality he/she serves unless the county or municipality otherwise agrees;
- Keep the UJS informed of changes to his/her physical and mailing addresses as well as any change to his/her telephone number;

- Carry malpractice insurance during his/her involvement in the program and provide proof thereof;
- Provide a Certificate of Good Standing from the SD Supreme Court;
- Agree to practice full time as an attorney within an eligible county or municipality for a minimum of five consecutive years. (Full time is defined as a minimum of 35 hours per week, for a minimum of 49 weeks per year. Excess hours cannot be applied to any other work week. Participants are allowed to spend no more than 21 full time workdays per year, excluding federal and state holidays, away from their practice for vacation, continuing legal education, illness, or any other reason, unless permission is obtained from the Chief Justice of the South Dakota Supreme Court. Qualifying FMLA leave will be approved);
- Have never previously participated in this program, or any other state or federal scholarship, loan repayment, or tuition reimbursement program that obligates the person to provide attorney services within an underserved area;
- Submit a complete application and be approved for participation in the program by the UJS;
- Be willing to provide pro bono legal services for at least one case per year during the five-year period; and
- Not be anticipated to be employed as a full-time government employee in a rural area.

The UJS will consider not only the above requirements, but also the following:

- Evaluation of the attorney seeking assistance under this program; and
- Existing or previous ties of the applicant to the county or municipality.

Payment Process:

- 1) The contract for the Recruitment Assistance Pilot Program is not effective until it is approved by the UJS, the State Bar, and the county or municipality.
- 2) The rural county or municipality must pay its 35% of the annual incentive directly to the attorney and provide notice to the UJS once payment is rendered.
- 3) The State Bar of South Dakota pays 15% of the annual incentive to the UJS.

- 4) The UJS shall then pay to the participating attorney the State Bar's portion as well as the remaining balance of the total installment payment amount due for that year.

Breach of Contract:

An attorney who breaches a commitment to serve in the county or municipality he/she contracted with will become liable to the Unified Judicial System, State Bar of South Dakota and the eligible county or municipality for an amount equal to the amounts of the payments previously paid to the attorney. If a lump sum cannot be made immediately, terms of repayment must be satisfactory to the UJS. If the attorney fails to abide by the terms of repayment, the UJS, State Bar, and/or the county or municipality may initiate legal action to enforce the contract and recover damages, including but not limited to repayment of the amounts paid to the attorney prior to the breach. Additionally, the debt may be reported to credit reporting agencies and may be referred to a debt collection agency. Moreover, disciplinary sanctions may be imposed by the State Bar of South Dakota Disciplinary Board and the Supreme Court of South Dakota, if the attorney fails to satisfactorily address repayment of his/her debt. If the attorney dies before completing his/her service obligation, the obligation will be cancelled in its entirety. No liability will be transferred to the attorney's heirs.

Suspension / Waiver:

The UJS requires attorneys to fulfill their contract for the Rural Attorney Recruitment Program without excessive absences or significant interruptions in service. Attorneys are allowed 21 days of leave per service year, excluding federal and state holidays; however, there are some circumstances that occur that will prevent an attorney from staying within this timeframe. In these cases, the UJS may, under certain circumstances, suspend (put "on hold") or waive (excuse) the obligated service or payment obligation.

- 1) **Suspension.** A suspension of the service commitment may be granted if compliance with the commitment by the attorney: (i) is temporarily impossible or (ii) would involve a temporary extreme hardship such that enforcement of the commitment would be unconscionable. Periods of approved suspension of service will extend the attorney's service commitment end date. The major categories of suspension are set forth below.

- a. **Leave of Absence for Medical or Personal Reasons.** A suspension may be granted for up to one year if the attorney provides independent medical documentation of a physical or mental health disability, or personal circumstances, including a terminal illness of an immediate family member, which results in the attorney's temporary inability to perform the service obligation.
 - b. **Maternity/Paternity/Adoption Leave.** Before taking this leave, attorneys must notify the UJS of pending maternity/ paternity/adoption leave and provide appropriate documentation. If eligible under the Family Medical Leave Act, maternity/paternity/ adoption leave of 12 weeks or less will be automatically approved, if properly documented. If the attorney's maternity/paternity/ adoption leave will exceed 12 weeks during that service year, the attorney must request a medical suspension, which may or may not be approved by the UJS.
 - c. **Call to Active Duty in the Armed Forces.** Attorneys who are also military reservists and are called to active duty will be granted a suspension, for up to one year, beginning on the activation date described in the reservist's call to active duty order. In addition to the written request for a suspension, a copy of the order to active duty must be submitted to the UJS. The suspension will be extended if the applicable Armed Forces entity continues the period of active duty. The period of active military duty will not be credited toward the service obligation but will not be considered a breach of this contract.
- 2) **Waiver.** A waiver permanently relieves the attorney of all or part of the service commitment. A waiver may be granted only if the attorney demonstrates that compliance with his/her commitment is permanently impossible or would involve an extreme hardship such that enforcement of the commitment would be unconscionable. A timely waiver request must be submitted to the UJS, which shall include the reason(s) the waiver is being sought and any necessary medical and financial documentation necessary to support the waiver request.

Assessment of Participant:

The UJS verifies every three (3) months that attorneys are meeting program requirements and fulfilling their service obligation. The In-Service Verification (ISV) is completed by both the Attorney and the UJS. By completing and signing the verification, the attorney is certifying the attorney's compliance or noncompliance with the applicable requirements during that 3-month period. The verification will also record the time spent away from the service site, e.g., the total number of days during the 3-month period that the attorney fell below the minimum service requirement of 35 hours per week. Attorneys who fail to complete and submit their 3-month ISV on time may jeopardize receiving service credit.

**RURAL ATTORNEY RECRUITMENT PROGRAM
CONTRACT/LETTER OF AGREEMENT
FOR CONTRACTUAL SERVICES BETWEEN**

[ATTORNEY NAME HERE]
[ATTORNEY ADDRESS HERE]
[CITY, STATE, ZIP]
hereinafter referred to as
ATTORNEY

South Dakota Unified Judicial System
500 E. Capitol Avenue
Pierre, SD 57501
hereinafter referred to as
UJS

State Bar of South Dakota
222 E. Capitol Avenue
Pierre, SD 57501
hereinafter referred to as
STATE BAR

[COUNTY NAME HERE]
[COUNTY ADDRESS HERE]
[CITY, STATE, ZIP]
hereinafter referred to as
COUNTY

The South Dakota Unified Judicial System, State Bar of South Dakota, County and Attorney hereby enter into a contract for participation in the South Dakota Rural Attorney Recruitment Program.

1. DEFINITIONS:

- A. Eligible County – a county having a population of 10,000 persons or less that the UJS has determined to be eligible for participation in the South Dakota Rural Attorney Recruitment Program. For purposes of this specific contract, the Eligible County is [COUNTY NAME HERE] County.
- B. Incentive Payment – Participating attorneys within the program will receive an incentive payment, payable in five equal annual installments, each payment equal to 90% of one year's resident tuition and fees at the University of South Dakota School of Law, as determined on July 1, 2013. This amount is \$12,513.60.
- C. Attorney – an attorney licensed to practice law in the State of South Dakota or a lawyer who seeks to be licensed by the date specified below, who is determined to be eligible for participation in the South Dakota Rural Attorney Recruitment Program.

2. OBLIGATIONS OF THE ATTORNEY:

- A. This contract is effective only if the Attorney successfully passes the bar exam and becomes a licensed attorney in South Dakota by [DATE, YEAR].
- B. The Attorney agrees to practice law in the Eligible County a minimum of 35 hours per week for a minimum of 49 weeks per year, for a period of 5 continuous years, with this obligation commencing [DATE, YEAR], and concluding [DATE, YEAR]. As set forth in IP Rule, 13-10, Attorney is allowed 21 days of leave per service year, excluding federal and state holidays. This leave may not be accumulated from one year to the next. If the Attorney fails to comply with the terms herein, UJS, State Bar and County may withhold payments for nonperformance.
- C. The Attorney must reside within the County that he is providing services to under this contract.
- D. The Attorney attests to not having previously participated in this or any other state or federal scholarship, loan repayment, or tuition reimbursement program which obligates the Attorney to provide legal services within an underserved area.
- E. The Attorney must remain licensed as an attorney by the South Dakota Supreme Court throughout the period of this contract. The Attorney further agrees to provide a Certificate of Good Standing to the UJS, the State Bar, and the County, upon request.
- F. The Attorney attests to having never been disbarred, suspended, or publicly censured from the practice of law in any jurisdiction.

- G. The Attorney must procure and maintain professional malpractice insurance with a limit of not less than \$100,000 per incident. The Attorney further agrees to provide a properly executed Certificate of Insurance that clearly evidences the malpractice insurance required in this Contract. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Attorney agrees to provide immediate notice to the UJS and provide a new Certificate of Insurance showing continuous coverage in the amounts required. The Attorney must furnish copies of insurance policies if requested by UJS. Loss of malpractice insurance will nullify this contract.
- H. The Attorney will give written notice to UJS, State Bar and County within 30 days after any of the following events: 1. Attorney's name and/or address changes; 2. Attorney intends to not fulfill his service obligation; or 3. Attorney ceases to practice law as an attorney.
- I. The Attorney will provide UJS with a quarterly accounting of all hours worked per week, receipt of all payments made by the County under the terms of this contract and any discipline complaints or lawsuits filed against him.
- J. The Attorney must abide by all state and federal laws. Minor traffic offenses will be evaluated case-by-case.
- K. **The Attorney agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Attorney to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.**
- L. The Attorney is an independent attorney and neither the Attorney nor any employee or agent thereof will hold themselves out as or claim to be an officer or employee of the UJS, the State Bar or the County and will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the UJS, the State Bar or the County, including, but not limited to, workers' compensation, health, life, malpractice insurance, unemployment insurance and retirement benefits. This contract may not be deemed a waiver of sovereign immunity or any other type of immunity by the State of South Dakota or any of its political subdivisions either in litigation against a party to this contract or any third party.
- M. The Attorney agrees to perform pro bono work through the State Bar of South Dakota's Access to Justice, Inc. (A2J) program, as a condition of this contract. The minimum amount of pro bono work required of Attorney is: **a case per year**. Upon confirmation of participation in the Rural Attorney Recruitment Program (RARP), the Attorney shall contact A2J to inform them of their participation in the program.

The Attorney may meet the yearly minimum pro bono requirement in one of two ways: 1) accept a case referral directly from A2J; or, 2) the Attorney may choose to funnel one of their own prospective pro bono client cases through the A2J program, so long as the client is eligible for legal assistance through A2J and the case falls within the A2J case-type guidelines. **NOTE: the same case may be counted in more than one contract year, so long as the Attorney is still providing pro bono representation on the same case during the following contract year.**

The A2J eligibility criteria include: 1) verification that a conflict check is cleared with both the Attorney and A2J, and 2) income/asset and case-type guidelines are met. If the Attorney would like to funnel one of their own prospective pro bono clients through A2J, they will need to contact the A2J coordinator directly. The A2J coordinator can assist the Attorney in gathering the information required to determine if their prospective client/case meets A2J eligibility criteria.

It is the attorney's responsibility to contact A2J periodically to determine if a case is available in their area and/or to determine if the Attorney's prospective pro bono client is eligible for legal assistance through A2J. Attorneys are encouraged to seek out prospective clients in their area as A2J receives a limited amount of rural attorney applications each year. To meet the minimum contract obligation of one pro bono case each year, it is the attorney's responsibility to either find an A2J eligible pro bono client/case or accept an A2J referral each year.

If the attorney refuses an A2J referral, A2J will notify the Rural Attorney Recruitment Program that the Attorney has refused an A2J referral.

The A2J program assists low-income residents of South Dakota with various types of non-fee generating in-state civil legal matters. The most common types of cases accepted through A2J include:

- Family Law (Divorce, Custody, Child Support, Guardianship, Adoption, Protection Orders)
- Bankruptcy, Debtor/creditor matters, collections
- Wills/POA, other small estate matters
- Landlord/tenant and other housing issues
- Other types of civil legal matters

A2J pro bono legal assistance income caps are based upon gross household income information (*in most cases, the household includes all residents residing in the same house as the applicant*). The current A2J pro bono income caps are as follows:

- Veterans, Senior Citizens (60 years and older), or individuals with a disability/receiving monthly disability income: gross household income up to 200% of the current federal poverty guidelines.
- Victims of Domestic Violence, Sexual Assault, Stalking and/or Human Trafficking: gross household income up to 150% of the current federal poverty guidelines.
- Non-Priority applicant: gross household income up to 125% of the current federal poverty guidelines.

Access to Justice contact information:

Access to Justice
111 W. Capitol Ave. #1
Pierre, SD 57501
(855) 287-3510
Access.to.justice@sdbar.net
A2J Coordinator: Denise Langley

- N. The Attorney agrees to attend the "Nuts and Bolts" continuing legal education program, or equivalent programming put on by the State Bar of South Dakota, each year during the contract.
- O. The Attorney agrees to participate in the Hagemann-Morris Mentorship Program.

3. OBLIGATIONS OF THE COUNTY:

- A. The County attests that it has 10,000 or less persons living within the county limits.
- B. The County agrees it is responsible for 35% of the total amount of the incentive payment, or \$4,379.76 per year for five years for a total contribution of \$21,898.80. The first payment of \$4,379.76 is due and payable on [DATE, YEAR], and on [DATE] of every year thereafter, for a total of five years. The County may prepay, to the Attorney, its portion of the incentive payment at any time during the five-year period. If, however, Attorney fails to comply with the terms herein, then County can withhold payment for nonperformance and may seek reimbursement for the amounts previously paid, consistent with the terms and conditions herein.
- C. The County will provide the UJS with written notice certifying the Attorney has been paid the County's financial obligation pursuant to this contract.
- D. The County agrees, after the initial assessment, to report to the UJS any substantial change in the:
Demographics of the county;
Age and number of current attorneys residing and practicing law within the county; and
Programs of economic development within the county.

The County agrees to actively participate in any subsequent review / assessment as determined necessary by the UJS to reflect any change in conditions within a county.

- E. The County agrees to hold harmless and indemnify the UJS, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of

performing services hereunder. This section does not require the County to be responsible for or defend against claims or damages arising solely from errors or omissions of the UJS, its officers, agents or employees.

4. OBLIGATIONS OF THE STATE BAR OF SOUTH DAKOTA:

- A. Once the County certifies payment to the Attorney, the State Bar will pay to the UJS 15% of the total amount of the incentive payment, payable in five equal annual payments of \$1,877.04 each. The UJS shall forward this amount to the Attorney, pursuant to the terms and conditions of this contract. The State Bar may prepay, to the UJS, its portion of the incentive payment at any time during the five-year period. The specific total amount the State Bar is obligated to pay for the Attorney's service is \$9,385.20. If, however, the Attorney fails to comply with the terms herein, then the State Bar can withhold payment for nonperformance and may seek reimbursement for the amounts previously paid, consistent with the terms and conditions herein.
- B. The State Bar will provide the UJS with written notice certifying that the County has paid its financial obligation pursuant to this contract.
- C. **The State Bar agrees to hold harmless and indemnify the UJS, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the State Bar to be responsible for or defend against claims or damages arising solely from errors or omissions of the UJS, its officers, agents or employees.**

5. OBLIGATIONS OF THE UNIFIED JUDICIAL SYSTEM (UJS):

- A. After the County and State Bar meet their financial obligations, as described above, the UJS agrees to pay the Attorney 50% of the total amount of the incentive payment, payable in five equal annual payments of \$6,256.80 each. The specific total amount the UJS is obligated to pay the Attorney is \$31,284.00. The UJS shall also forward to Attorney the amount due from the State Bar to Attorney under the terms of this contract. If, however, Attorney fails to comply with the terms herein, then the UJS can withhold payment for nonperformance and may seek reimbursement for the amounts previously paid, consistent with the terms and conditions herein.
- B. Incomplete performance by Attorney, as determined by the UJS, constitutes a material breach of this contract and excuses the UJS from any commitment to pay.

6. CANCELLATION, SUSPENSION AND WAIVER OF OBLIGATION:

- A. If Attorney dies prior to the completion of his service obligation, the obligation will be cancelled in its entirety. No liability will be transferred to the Attorney's heirs.
- B. The UJS requires the Attorney to fulfill this contract without excessive absences or significant interruptions in service. The Attorney is allowed 21 days of leave per service year, excluding federal and state holidays; however, there are some circumstances that occur which will prevent the Attorney from staying within this timeframe. In these cases, the UJS may, under certain circumstances, suspend (put "on hold") or waive (excuse) the obligated service or payment obligation.
 - 1. **Suspension.** A suspension of the service commitment may be granted if compliance with the commitment by the Attorney: (i) is temporarily impossible or (ii) would involve a temporary extreme hardship such that enforcement of the commitment would be unconscionable. Periods of approved suspension of service will extend the Attorney's service commitment end date. The major categories of suspension are set forth below.
 - a. **Leave of Absence for Medical or Personal Reasons.** A suspension may be granted for up to one year, if the Attorney provides independent medical documentation of a physical or mental health disability, or personal circumstances, including a terminal illness of an immediate family member, which results in the Attorney's temporary inability to perform the service obligation.

b. **Maternity/Paternity/Adoption Leave.** Before taking this leave, the Attorney must notify the UJS of pending maternity/paternity/adoption leave and provide appropriate documentation upon request. If eligible under the Family Medical Leave Act, maternity/paternity/adoption leave of 12 weeks or less will be automatically approved, if properly documented. If the Attorney's maternity/paternity/adoption leave will exceed 12 weeks during that service year, the Attorney must request a medical suspension, which may or may not be approved by the UJS.

c. **Call to Active Duty in the Armed Forces.** If the Attorney is also a military reservist and is called to active duty, the Attorney will be granted a suspension, for up to one year, beginning on the activation date described in the reservist's call to active duty order. In addition to the written request for a suspension, a copy of the order to active duty must be submitted to the UJS. The suspension will be extended if the applicable Armed Forces entity continues the period of active duty. The period of active military duty will not be credited toward the service obligation but will not be considered a breach of this contract.

2. **Waiver.** A waiver permanently relieves the Attorney of all or part of the service commitment. A waiver may be granted only if the Attorney demonstrates that compliance with their commitment is permanently impossible or would involve an extreme hardship such that enforcement of the commitment would be unconscionable. A timely waiver request must be submitted to the UJS and include the reasons the waiver is sought and any necessary medical and financial documentation necessary to support the waiver.

7. CONTRACT EXTENSION:

If the Attorney is granted a suspension during a contract year, the Attorney must extend this contractual agreement for the length of time Attorney was absent, beyond any allowable absences pursuant to this contract.

8. QUARTERLY ASSESSMENTS:

The UJS verifies every 3 months that Attorney is meeting program requirements and fulfilling his service obligation. The In-Service Verification (ISV) is completed by both the Attorney and the UJS. By completing and signing the verification, the Attorney is certifying the Attorney's compliance or noncompliance with the applicable requirements during that 3-month period. The verification will also record the total number of days during the 3-month period that the attorney fell below the minimum service requirement of 35 hours per week.

Attorneys who fail to complete and submit their quarterly ISV on time may be determined by the UJS to have failed to comply with the terms of this contract and be subject to withheld payment for non-performance.

9. FUNDING TERMINATION:

This contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature or the Executive Branch for this purpose. This contract will be terminated for cause by UJS if the Legislature or Executive Branch fails to appropriate funds, terminates funding or does not grant expenditure authority. Funding termination is not a default by UJS nor does it give rise to a claim against UJS.

10. FEDERAL AND STATE LAWS:

The Attorney and the County agree that they will comply with all federal and state laws, rules and regulations as they may apply to the provision of services pursuant to this contract.

11. RETENTION AND INSPECTION OF RECORDS:

The parties agree to maintain or supervise the maintenance of all records that are pertinent to this contract for a period of 3 years following the final payment against the contract. If such records are under pending audit, the parties agree to hold such records for a longer period upon notification from any party. The parties, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this contract.

12. AMENDMENT PROVISIONS:

This contract may not be amended except in writing, which writing shall be expressly identified as an amendment to this contract and be signed by an authorized representative of each of the parties hereto.

13. ASSIGNMENT AND SUBCONTRACT PROVISIONS:

This contract may not be assigned or otherwise transferred without the express prior written consent of the UJS. The Attorney may not use subcontractors to perform the services described herein without the express prior written consent of the UJS, the State Bar, and the County. The Attorney's efforts to assign, transfer, or subcontract this contract, or any portion thereof, without the express written consent from the UJS, the State Bar and the County constitutes a material breach of contract. In the event such consent to the subcontract is obtained, the Attorney will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this contract, including the provision to indemnify the UJS, the State Bar and the County. The Attorney will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits, and requirements, and will adopt such review and inspection procedures as are necessary to assure such compliance.

14. SUPERCESSION:

All other prior agreements, discussions, communications and representations concerning the subject matter of this contract are superseded by the terms of this contract, and except as specifically provided herein, this contract constitutes the entire agreement of the parties with respect to the subject matter hereof.

15. SEVERABILITY:

In the event that any provision of this contract is held unenforceable or invalid by any court or competent jurisdiction, such holding may not invalidate or render unenforceable any other provision hereof.

16. NOTICE:

Any notice or other communication required under this contract must be in writing. Notices must be given by and to the designated contact person listed below or such authorized designees as any party may from time to time designate in writing. Notices or communications to or between any of the parties are deemed to have been delivered 3 days after mailing by First Class US Mail service, provided that notices of default or termination must be sent by registered or certified mail. Any notices or communications personally delivered to another party are deemed to have been delivered when received by such party.

17. CHOICE OF LAW:

The terms and conditions of this contract are subject to and will be construed under the laws of the State of South Dakota. The parties further agree that any dispute arising from the terms and conditions of this contract that cannot be resolved by mutual agreement will be tried in the Sixth Judicial Circuit Court, Hughes County, South Dakota.

18. FORCE MAJEURE:

The parties agree that none of them are liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, if such delay or failure is caused by "force majeure." As used in this contract, "force majeure" means acts of God, acts of the public enemy, acts of the State and any governmental entity in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather.

19. EXECUTED COPIES:

This contract may be executed in one or more counterparts, each of which will be deemed to be an original copy of this contract and all of which, when taken together, will be deemed to constitute one and the same contract. The facsimile, email or other electronically delivered signatures of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals. A fully executed

Updated 7/12/2022

copy of this contract will be retained by the UJS. A second fully executed copy will be provided to the Attorney. The County and the State Bar shall receive photocopies of the fully executed contract.

This contract is not effective until it is fully executed by all parties.

In witness hereto the parties signify their agreement by signatures affixed below:

_____ UJS, State Court Administrator Greg Sattizahn	_____ Date
_____ County – [AUTHORIZED AGENT]	_____ Date
_____ State Bar of South Dakota – [AUTHORIZED AGENT]	_____ Date
_____ Attorney	_____ Date

--Contact information of contact person in UJS who can provide additional information regarding this contract.

Justin Goetz	(605) 773-3474	Justin.Goetz@ujs.state.sd.us	B49 500 E. Capitol Avenue
Name	Phone	Email	Pierre, SD 57501
			Address

SURVEY PLAT OF

TRACT 1 OF
— STEARNS RANCH ADDITION —
LOCATED IN THE SE 1/4, SE 1/4 OF SECTION 21,
TOWNSHIP 9 SOUTH, RANGE 3 EAST OF THE BLACK HILLS MERIDIAN,
FALL RIVER COUNTY, SOUTH DAKOTA.
AUGUST, 2022

**PRELIMINARY
FOR REVIEW
SUBJECT TO REVISION
PRINT DATE: 08 / 09 / 2022**

SCALE IN FEET
0 100 200 300 400

D.C. Scott
SURVEYORS, INC.
3153 ANDERSON ROAD
RAPID CITY, SD 57703
(605) 393-2400

LEGEND

○ SET 5/8" IRON ROD WITH
ALUMINUM CAP MARKED
"DEAN SCOTT, L.S. 4897".

W.C. WITNESS CORNER.

--- SECTION LINE.

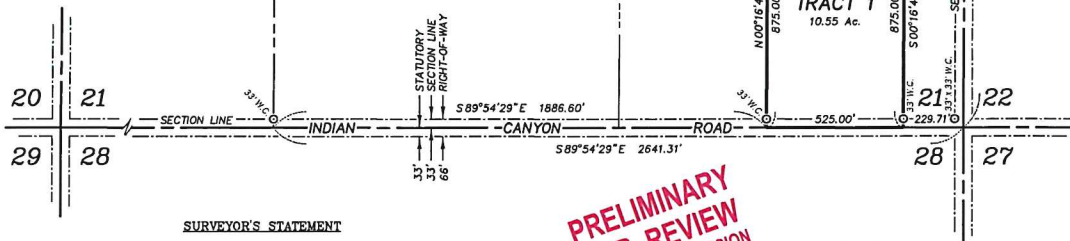
--- QUARTER-SECTION LINE.

--- SIXTEENTH-SECTION LINE.

NOTES

1. BEARING ORIENTATION IS BASED ON
GPS OBSERVATION.

2. PER SDCL 11-3-8.1 AND 11-3-8.2,
IF THE SUBDIVISION SHOWN HEREON
IS ADJACENT TO OR INCLUDES ANY
OF THE WATERS OF THE STATE, THE
DEVELOPER OF SUCH SUBDIVISION
SHALL BE RESPONSIBLE FOR PRO-
TECTING SUCH BODY OF WATER FROM
POLLUTION FROM SEWAGE FROM SUCH
SUBDIVISION.



SURVEYOR'S STATEMENT

I, Dean G. Scott, Registered Land Surveyor, do hereby state that, at the request of the Owner listed hereon, I have surveyed the tract of land as shown hereon, and have marked upon the ground the boundaries in the manner shown, and that this plat is correct to the best of my knowledge, information and belief. Certain easements, restrictions, or other property rights of public record or private agreement may not be shown.

IN WITNESS WHEREOF,

I hereunto set my hand and seal

this ____ day of ____, 2022. Registered Land Surveyor No. 4897

OWNER'S CERTIFICATE

I, Melissa A. Stearns, do hereby certify that Hat Six Ranch LLC is the Owner of the land shown and described hereon, and that I did authorize and do join in and approve the survey and plat for and on behalf of said Hat Six Ranch LLC. I further certify that the development of this land shall conform to all existing applicable zoning, subdivision, and erosion and sediment control regulations.

IN WITNESS WHEREOF,

I hereunto set my hand this ____ day of ____, 20____.

Melissa A. Stearns, Agent

ACKNOWLEDGEMENT OF OWNER

STATE OF SOUTH DAKOTA }
COUNTY OF _____ } SS

On this ____ day of ____, 2022, before me, the undersigned officer, personally appeared Melissa A. Stearns, known to me to be the person who executed the foregoing Owner's Certificate, and acknowledged to me that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereby set my hand and official seal.

_____, my commission
Notary Public expires:

COUNTY TREASURER'S CERTIFICATE

I, Treasurer of Fall River County, South Dakota, do hereby certify that all taxes which are liens upon the land described hereon, as shown by the records of my office, are fully paid.

Dated this ____ day of ____, 20____.

Fall River County Treasurer

CERTIFICATE OF HIGHWAY OR STREET AUTHORITY

Per SDCL 11-3-12.1 access to this property from the abutting Highway or Street is approved. Specific approach location and configuration must conform to all current Highway and/or Street regulations.

Dated this ____ day of ____, 20____.

Highway or Street Authority

**PRELIMINARY
FOR REVIEW
SUBJECT TO REVISION
PRINT DATE: 08 / 09 / 2022**

RESOLUTION OF GOVERNING BOARD

WHEREAS there has been presented to the Board of Commissioners of FALL RIVER COUNTY, South Dakota, the within plat of the above described lands, and it appears to this Board that:

- the system of streets set forth therein 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 physically accessible Section Line.
- all provisions of any County subdivision regulations have been complied with,
- all taxes and special assessments upon the property have been fully paid,
- the plat and survey of the land have been lawfully executed,

NOW THEREFORE, BE IT RESOLVED: that said plat is hereby approved in all respects. Dated this ____ day of ____, 20____.

Chair, Fall River County
Board of Commissioners

Attest:

COUNTY AUDITOR'S CERTIFICATE

I, Auditor of Fall River County, South Dakota, do hereby certify that at an official meeting held on the ____ day of ____, 20____, the Fall River County Commissioners, by resolution, did approve this plat as shown hereon.

Dated this ____ day of ____, 20____.

Fall River County Auditor

CERTIFICATE OF DIRECTOR OF EQUALIZATION

I, Director of Equalization of Fall River County, South Dakota, do hereby certify that I have a copy of the within described plat in my office.

Dated this ____ day of ____, 20____.

approved

Fall River County
Director of Equalization

CERTIFICATE OF REGISTER OF DEEDS

Filed for record this ____ day of ____, 20____, at ____ A.M.

Document No. _____

fee: _____

Fall River County
Register of Deeds

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: 08/02/2022

COURT HOUSE ...FUEL/GAS PURCHASES:
(All Departments)

FROM DATE: 07/01/2022

THROUGH DATE: 07/31/2022

GALLONS: 136.20

TOTAL: \$ 557.02

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: 08/02/2022

SHERIFF'S DEPARTMENT GAS PURCHASES:

FROM DATE: 07/01/2022

THROUGH DATE: 07/31/2022

TOTAL GALLONS: 1086.70

TOTAL: \$ 4,446.74

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: 08/02/2022

WEED BOARD FUEL PURCHASES:

FROM DATE: 07/01/2022

THROUGH DATE: 07/31/2022

GALLONS: 304.40

TOTAL: \$ 1,249.60

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: 08/02/2022

COURT HOUSE ...REPAIR/LABOR COSTS:

(All Departments)

FROM DATE: 07/01/2022

THROUGH DATE: 07/31/2022

DIRECT LABOR: \$39.72 2/HRS

BRAKES-07 WHITE DODGE DURANGO

TOTAL: \$ 39.72

FROMDATE : 07/13/2022

FALL RIVER COUNTY HIGHWAY DEPT

CREATE DATE: 07/14/2022

TODATE : 07/13/2022

PROJECT COST RECORD JOURNAL BY
FUNCTION BY TYPE: GAS

PAGE: 1 OF 2

PROJECT	FUNCTION	DIRECT	INDIRECT	TOTAL
CHFUEL COURT HOUSE FUEL	912 REPAIR COSTS	39.72	17.58	57.30
		ADM COSTS ==>		0.00
	TOTAL ==>	39.72	17.58	57.30
		ADM TOTALS ==>		0.00
	GRAND TOTAL ==>	39.72	17.58	57.30



Jul. 27. 2022 6:28AM Fall River County Highway Dept.

No. 3372 P. 1

24hrs
tell Delivery
7/29/2022 Cave Wess
Key to
Gate

FAXED BID: 6057454188

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

DATE: 7/27/2022

FROM: NELSONS OIL & GAS PHONE:605-745-4189

BID FOR: 8,000 GALLONS DSL#2 SUMMER BLEND

AMOUNT OF BID:

\$ 4.14

(This bid includes all appropriate taxes and fees)

Signed By:

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 write the words; " Decline todays bid." On the line designated for the Bid Amount.

Thank You

~~FAX:~~ _____ PHONE: 6053435984
*EMAIL: MKulish@mgoil.com

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

DATE: 7/27/2022

FROM: MG OIL

BID FOR: 8,000 Gallons DSL#2 SUMMER BLEND

AMOUNT OF BID: Decline Bid - No Response
(This bid includes all appropriate taxes and fees)

Signed By: Crissy for MG oil

Note: all 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 write 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: 7/27/2022

FROM: PJ'S HIDAWAY PHONE: 605-662-5000

BID FOR: 8,000 GALLONS DSL#2 SUMMER BLEND

AMOUNT OF BID: NO Bid
(This bid includes all appropriate taxes and fees)

Signed By: PJ's per Phone

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 write the words; "Decline today's bid." On the line designated for the Bid Amount.

Thank You

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

TO: THE BOARD OF COUNTY COMMISSIONERS

DATE: 8/4/2022

FALL RIVER COUNTY,
HOT SPRINGS, SOUTH DAKOTA

GW PROJECT NUMBER: T22343

Application is hereby made by Golden West Telecommunications, South Dakota for permit to occupy highway right-of-way located from: An existing vault near 13316 N Angostura Rd

To: a new vault near the eastern most Storage Rental at 11310 N Angostura Rd

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 office building at 13310 N Angostura Rd
2. Pipe size, cable size and type: Cable: 12ga-22pr copper cable
3. Outside diameter: Cable: 0.43" 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 4-Aug 20__

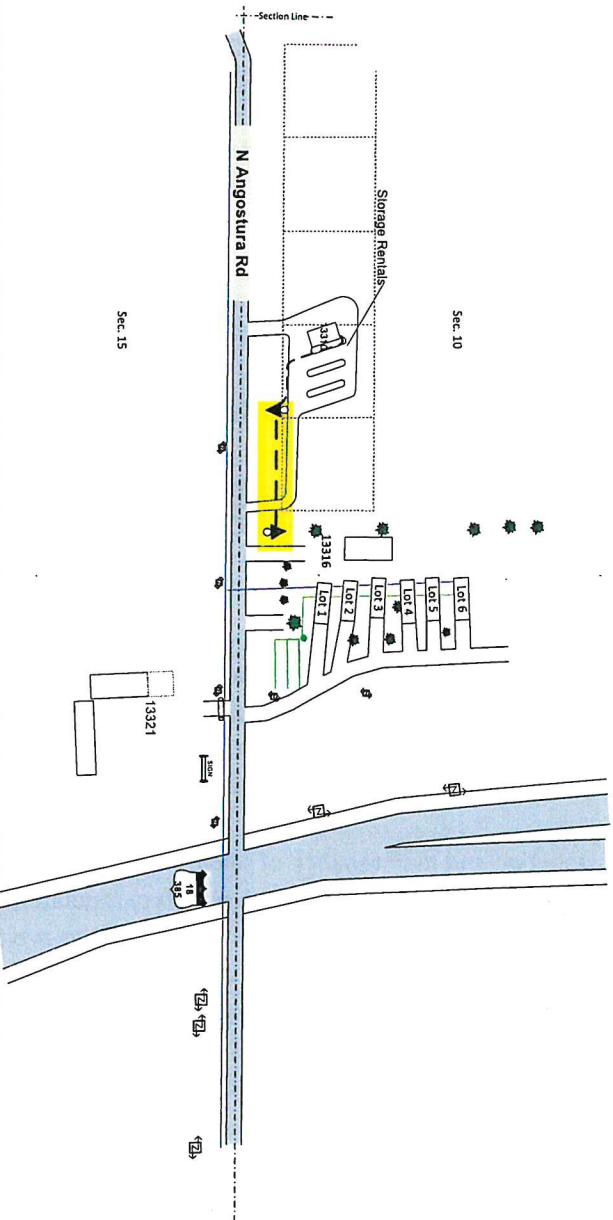
County Chairman

Golden West Telecommunications

County Auditor

By Mickie Abell Mickie Abell

Right-of-Way Specialist
Title



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

CONFIDENTIAL



Proposed Cable Route



As Staked	
Golden West Telecommunications	
As Staked: Golden West Telecommunications	
Name: Fall River Co Hwy	
WO: Hot Springs 172343	
Each: Hot Springs	
State: South Dakota	
County: Fall River	
Twp: R5 Range: SE	
Section: 10 Route: N Angostura	
ROW: Public and Private	
Staked By: SIF Date: 7-11-22	
Revised By: MUA Date: 8-4-22	
Revised By: Date:	
Revised By: Date:	
Powered By: Date:	
As Built By: Date:	
Drawing Not To Scale	
Sheet 1 of 1	

AGREEMENT #2022-27-2

This **AGREEMENT** by and between the State of South Dakota, acting by and through the South Dakota Department of Game, Fish and Parks, hereinafter referred to as "**SDGFP**", and Fall River County, South Dakota, acting by and through the Fall River county board of County commissioners, hereinafter referred to as "**COUNTY**".

WHEREAS, **SDGFP** and the **COUNTY** have mutually agreed that **Fall River County Road 71A** (5.5 miles), leading to Sheps Canyon Recreation Area (Angostura Reservoir), shall receive an application of "Mag Water" for dust control, herein referred to as "**PROJECT**" in 2022.

WHEREAS, **SDGFP** and **COUNTY** agree to share in the cost of the total **PROJECT**.

NOW THEREFORE, **SDGFP** and **COUNTY** agree as follows:

A: **COUNTY** shall perform the following activities:

1. **COUNTY** shall pay for 50% of the total **PROJECT**.
2. **COUNTY** shall arrange for the administration of the contract and construction over site of the **PROJECT**.
3. **COUNTY** will continue to maintain **PROJECT** in a satisfactory manner at **COUNTY'S** own expense and shall make adequate provision each year for such maintenance.
4. **COUNTY** will keep records for audit purposes for three (3) years after completion of the **PROJECT**.

B: **SDGFP** shall perform the following activities:

1. **SDGFP** shall pay for 50% of the total **PROJECT** costs incurred and make payment directly to the **COUNTY** upon satisfactory completion and **Final** Inspection and receipt of billing from the **COUNTY**.
2. **SDGFP** payment to the **COUNTY** shall not exceed \$17,500.

This **AGREEMENT** is binding upon the signatories hereto not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of **SDGFP** and **COUNTY** to enter into it.

IN WITNESS WHEREOF, the parties hereto have caused the **AGREEMENT** to be executed by their respective and duly authorized representatives upon the latest date all parties to this **AGREEMENT** have signed below.

**SOUTH DAKOTA DEPARTMENT
OF GAME FISH AND PARKS**

By: _____

Director, Parks and Recreation

Date: _____

**FALL RIVER COUNTY BOARD
OF COUNTY COMMISSIONERS**

By: _____

Chairman

Date: _____



SOUTH DAKOTA DEPARTMENT OF GAME, FISH AND PARKS

523 EAST CAPITOL AVENUE | PIERRE, SD 57501

July 13th, 2022
Fall River County Commission
Attn: Chairman Falkenburg
906 North River Street
Hot Springs, SD 57747

South Dakota Game Fish & Parks
Planning/Development Administrator
Adam Kulesa
523 East Capitol
Pierre, SD 57501

Highway Superintendent Seiler, Chairman Falkenburg, and County Commissioners,

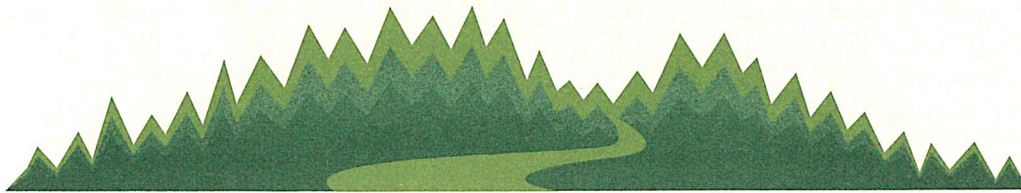
In response to the recent request for financial assistance on road improvements being performed on Fall River County Road 71A or "Sheps Canyon Road", the department has come up with the following recommendations:

Regarding improvements in 2022, the department would like to offer 50% of the magnesium chloride application cost of \$17,500 (\$35,000/2). Due to lack of scheduled budgeted funding for improvements on this portion of road, the department is only able to accommodate a much smaller financial commitment than requested. As a reminder, for scheduled funding in our state budget we would like to see a full scope of work, requested amount of funding/cost-share prior to July 1st for the following construction season. During Mr. Seiler and I's phone conversation on Wednesday July 6th, it appears the financial constraints of both entities may prohibit a hard surface on this section of road for the foreseeable future and anticipating annual mag water treatments like we had done prior to the 2021 is more likely. The department will budget for a 50% cost share on a single magnesium chloride treatment in our FY24 budget for the 2023 season unless the county has interest in requesting for additional financial assistance on road improvements in 2023.

To provide support for the future of the road, I would like to bring your attention to a program administered through the federal government known as FLAP. FLAP- Federal Lands Access Program administered through FHWA (Federal Highway Administration). This program allocates federal funding for road improvement projects that link local jurisdiction roads to federal lands. County and state governments are able to apply for these through a competitive grant process with a desirable cost-share of federal funds (approximately 80/20). <https://highways.dot.gov/federal-lands/programs-access> The next anticipated round of a "call for projects" is scheduled for 2025. Another source the county may be eligible for is through the FLTP program (Federal Lands Transportation Program). <https://highways.dot.gov/federal-lands/programs/transportation> This program is also administered through the FHWA. It is my understanding they will be waiting until 2024 before they will open another cycle of applications to be submitted, scored, and allocation of funds given out based on the scoring results.

Thank you for your continued support on quality road improvement projects throughout the county.

Respectfully,
Adam Kulesa
Planning/Development Administrator
605-773-5526



Black Hills Regional Multiple Use Coalition

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

August 8, 2022

TO: BOARD OF DIRECTORS

SUBJECT: MEETING NOTICE

The next Black Hills Regional Multiple Use Coalition, Board of Directors meeting will be Friday, August 26th, 4:00 pm, at the Spearfish Holiday Inn. Minutes from the July meeting will be presented for review.

The tentative agenda items are:

- Black Hills Plan Revision Process
 - o Assessment Comments
 - o Next steps
- Planning For September Field Trip
- Stockgrowers Annual Meeting
 - o BHRMUC Sponsorship
- Directors Round Robin

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

Ben Wudtke
Executive Secretary

Black Hills Regional Multiple Use Coalition- July 22, 2022

The July 2022 BHRMUC meeting was called to order at 4:00 pm at the Holiday Inn in Spearfish, SD. Those in attendance were Keith Haiar, Hugh Thompson, Dave Moline, Tom Troxel, Don Housle, Bill Coburn, Mitch Iverson, Aaron Thompson, Butch Oien, Lee Schmunk, Dave Kennedy, Jean Kennedy, and Matt Lottes.

Meeting began with the Pledge of Allegiance.

Prior meeting's minutes were approved.

Tom Troxel was present to discuss the status of the Forest Plan revision. The Plan revision is currently in the Assessment phase. Tom stated the goal of the Assessment phase is to determine the state of the forest and what issues need to be address while using the best available science.

Tom discussed how it is currently unclear what the Forest Service will do with the comments they receive from cooperating agencies regarding the assessments. Tom passed out copies of a draft letter to the BHNH on behalf of this Coalition. The letter comments on concerns as well as recommendations for improvement of the current assessments.

The assessments forgot to include Big Game management. Species of concern were seemingly chosen without any assessment on what those species should be. The assessments also note the "need" for Mountain Pine Beetle epidemics every 20 years. Hugh commented that the assessments' lack of interest in preventing beetle outbreaks or reducing fuels via logging conflicts with their predetermination that forest stands be converted to uneven-aged management (beetle outbreaks and fire promote even-aged management). Tom noted an opportunity for justifying more forest management in that watersheds will be less threatened by bugs and fire if forest management is implemented in the watersheds. Tom also noted the need for the assessments to identify measurable objectives as opposed to broader goals.

Aaron said he will get with Ben to discuss commentary on Elk management to include in the letter. Bill says cooperating agencies have made good progress in influencing the plan revision thus far. Tom commented that the more specific the commentary, the greater the odds are of incorporating change.

The draft letter is on the following pages for reference.

Meeting adjourned at 5:38 pm.

Minutes by Matt Lottes



Auditor Office <aud@frcounty.org>

City of Edgemont Permit Renewal Application

1 message

Martin, Kalyndi <Kalyndi.Martin@state.sd.us>
To: "auditor@frcounty.org" <auditor@frcounty.org>

Mon, Aug 15, 2022 at 3:35 PM

Hello,

I am contacting you today on behalf of the city of Edgemont. Our office has received a permit renewal application for the city of Edgemont restricted use solid waste facility. I have attached a copy of the application for the Fall River county records.

Thank you,

Kalyndi Martin

Environmental Scientist I

South Dakota Department of Agriculture and Natural Resources

Waste Management Program

(605) 773-5315

[523 East Capitol Ave](#) – Joe Foss Building

Pierre, SD 57501



Edgemont Application.pdf
3008K

FYI

STATE OF SOUTH DAKOTA
DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES

RENEWAL APPLICATION TO CONSTRUCT AND OPERATE
A RESTRICTED USE STORAGE AND DISPOSAL FACILITY

or

REQUEST FOR RENEWAL OF AUTHORIZATION UNDER THE GENERAL PERMIT
FOR RESTRICTED USE STORAGE AND DISPOSAL FACILITIES (GPRU 17-35)

Return to: SD Department of Agriculture and Natural Resources
Waste Management Program
523 East Capitol Avenue - Joe Foss Building
Pierre, South Dakota 57501-3182
Telephone (605) 773-3153

RECEIVED

FEB 28 2022

AIR QUALITY
PROGRAM

1.0 General Information

PROCESS RENEWAL APPLICATION AS (please check one):

INDIVIDUAL PERMIT APPLICATION ☐

GENERAL PERMIT REQUEST ☒

RECEIVED

FEB 28 2022

WASTE MANAGEMENT PROGRAM

1.01 Applicant Information:

Name: City of Edgemont
Mailing Address: PO Box A
City, Zip Code: Edgemont SD 57735
Telephone: (605) 662-7422
Email Address (optional): city@gwtc.net

1.02 Landowner Information:

Name: _____
Mailing Address: _____
City, Zip Code: _____
Telephone: _____
Email Address (optional): _____

1.03 Operator Information:

Name: Joe Koller
Mailing Address: PO Box A
City, Zip Code: Edgemont SD 57735
Telephone: (605) 891-1678
Email Address (optional): city@gwtc.net

1.04 Lienholder of Public Record:

Name: _____
Mailing Address: _____
City, Zip Code: _____ SD _____
Telephone: _____
Email Address (optional): _____

1.05 Location of site from nearest municipality:
Approx. 1.4 miles west of City limits at the end of Builder Lane, Edgemont SD 57735

1.06 Legal description (quarter-quarter, section, township, range, county):
NE1/4NE1/4NW1/4SW1/4 LESS LOT R-3, SEC 2, TWP 9, RG 2

1.07 Size of site (acres): 13.5

1.08 This site will be used for (check all that apply):

<input checked="" type="checkbox"/> Trees and untreated wood waste	<input type="checkbox"/> Furniture, mattresses, and similar wastes
<input type="checkbox"/> Construction and demolition debris (no asbestos)	<input type="checkbox"/> White goods and scrap metal storage
<input type="checkbox"/> Waste tire storage	<input checked="" type="checkbox"/> Wood ash
<input checked="" type="checkbox"/> Yard waste composting	<input type="checkbox"/> Other inert wastes (describe below)

1.09 Estimated annual tonnage to be accepted at facility:
500

1.10 Is the site located:

	Yes	No
In a wetland, as defined in ARSD 74:27:07:01?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within 200 feet of surface water (excluding wetlands) as defined by ARSD 74:51:01:01?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within 1,000 feet of any occupied dwellings, without written permission from owner(s)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within 100 feet of a property boundary, without written permission from adjacent property owner(s)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within 1,000 feet of any private or public well which supplies drinking water for human consumption?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Where the depth to an aquifer, as defined by ARSD 74:54:02:01, is less than 10 feet?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within a 100-year floodplain?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Where the primary subsurface material is sand or gravel as determined by the Unified Soil Classification System?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
In an area that adversely affects wildlife, recreation, aesthetic value of an area, or any threatened or endangered species?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If any of the above answers are yes, this application will be processed as an individual permit.

1.11 Distances to surface waters, including wetlands and floodplains (½ mile radius):
1 Mile

1.12 Distances to occupied buildings and names of the building owners (½ mile radius):
Jay & Katie Darrow, approx. 150 yards from rubble site gate

1.13 Description of the soil types at the site, based on the Unified Soil Classification System (NOTE: This information is usually found in the county soil survey. Contact local NRCS office):
Shale

1.14 Distances to domestic wells, depth of wells, and names of the landowners (½ mile radius):
1 Mile - abandoned city well. Approx. 3000 ft. deep

1.15 Methods/measures used to divert surface water run-on and retain runoff at the facility:
Compost pile diverts storm water run-on & berms on 3 sides control storm water run-off. Trenches on the west & east ends for additional storm water diversion.

- 1.16 Methods/measures used to control access to the facility:
Locked metal gates & barbed wire perimeter w/signage.
- 1.17 Previous history of waste disposal activities at the facility:

- 1.18 Depth to nearest aquifer and ground water at the facility:
Appox. 3000 ft. to the aquifer
- 1.19 Describe the composting process to be used at the facility:
Turn over compost regularly.

2.0 Document Submittals Required

Attach documents as indicated by the following key.

- [A] For your renewal application to continue operation under the **general permit**.
[B] For your application to renew your **individual permit**.
[ALL] For all applications submitted.

- 2.01 [A] Affidavit of Publication of the notice of intent. (see condition 1.06, general permit).
- 2.02 [ALL] A completed Source Reduction and Recycling Plan form required by SDCL 34A-6-74 through 34A-6-78 (attached).
- 2.03 [ALL] A signed Certification of Applicant form required by SDCL 1-41-20 and SDCL 34A-6-1.10 (attached).
- 2.04 [B] If the site does not meet the siting criteria stated in condition 2.01 of the general permit or section 1.10 of this application, document efforts made to minimize potential environmental impact(s).
- 2.05 [ALL] A sketch of the site showing disposal areas, gates, fences, roads, surface water within 1,000 feet, wells within 1,000 feet, homes within 1,000 feet, and other pertinent structures. Also label all adjacent land showing who owns it.
- 2.06 [ALL] A copy of the completed application must be sent to the county and the nearest municipality for their records. Indicate in writing that you have done this.

3.0 Permit Fee

Each request for authorization or application for an individual permit must be accompanied by a fee based on the annual tonnage accepted in accordance with the following fee schedule:

Type I	Facilities receiving more than 150,000 tons per year	\$ 5,000
Type II	Facilities receiving between 5,000 and 149,999 tons per year	\$ 500
Type III	Facilities receiving between 500 and 4,999 tons per year	\$ 250
Type IV	Facilities receiving less than 500 tons per year	No fee


- Note:
1. The typical tonnage of restricted use wastes (small town) can be estimated as 0.4 tons per person per year.
 2. The general permit (GPRU 17-35) is applicable only to Type III and IV facilities. If you accept more than 5,000 tons per year, your application will be processed as an individual permit application.

4.0 Signatures

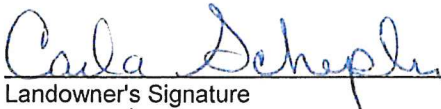
South Dakota Codified Law Section 34A-6-1.10 provides:

"Responsibility and liability of owner or operator. The owner or operator of a solid waste disposal facility that is regulated under §§ 34A-6-1.1 to 34A-6-1.38, inclusive, is responsible in perpetuity for the solid waste and liable in perpetuity for any pollution or other detrimental effect caused by the solid waste. No person may dispose of solid waste other than mine wastes in this state until the owner or operator of the solid waste disposal facility executes an agreement with the board acknowledging such perpetual responsibility and liability for the solid waste."


By signing this permit application, the signatory acknowledges that they have read and understand the information contained in the foregoing application and attachments, and to the best of their knowledge, the information is true and accurate. In addition, pursuant to SDCL 34A-6-1.10, I hereby agree to and accept perpetual responsibility and liability for the solid waste disposal at this facility.


Applicant's Signature

1-31-2022
Date


Landowner's Signature

1-31-2022
Date


Operator's Signature

1-31-2022
Date

Lienholder's Signature

Date

Department of Agriculture and Natural Resources
Waste Management Program
Joe Foss Building
523 E. Capitol Avenue
Pierre, SD 57501-3182
Telephone: 605-773-3153

RECEIVED
FEB 28 2022
AIR QUALITY
PROGRAM

RECEIVED
FEB 28 2022

WASTE MANAGEMENT PROGRAM

STATE OF SOUTH DAKOTA
BEFORE THE SECRETARY OF
THE DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES

IN THE MATTER OF THE)
APPLICATION OF)

Restricted Use Storage & Disposal)
Facility)

STATE OF SD)

COUNTY OF Fall River)

CERTIFICATION OF
APPLICANT

I, Carla Schepler, the applicant in the above matter after being duly sworn upon oath hereby certify the following information in regard to this application:

I have read and understand South Dakota Codified Law Section 1-41-20 which provides:

"The secretary may reject an application for any permit filed pursuant to Titles 34A or 45, including any application by any concentrated swine feeding operation for authorization to operate under a general permit, upon making a specific finding that:

(1) The applicant is unsuited or unqualified to perform the obligations of a permit holder based upon a finding that the applicant, any officer, director, partner, or resident general manager of the facility for which application has been made:

- (a) Has intentionally misrepresented a material fact in applying for a permit;*
- (b) Has been convicted of a felony or other crime involving moral turpitude;*
- (c) Has habitually and intentionally violated environmental laws of any state or the United States which have caused significant and material environmental damage;*
- (d) Has had any permit revoked under the environmental laws of any state or the United States; or*
- (e) Has otherwise demonstrated through clear and convincing evidence of previous actions that the applicant lacks the necessary good character and competency to reliably carry out the obligations imposed by law upon the permit holder; or*

(2) The application substantially duplicates an application by the same applicant denied within the past five years which denial has not been reversed by a court of competent jurisdiction. Nothing in this subdivision may be construed to prohibit an applicant from submitting a new application for a permit previously denied, if the new application represents a good faith attempt by the applicant to correct the deficiencies that served as the basis for the denial in the original application.

All applications filed pursuant to Titles 34A and 45 shall include a certification, sworn to under oath and signed by the applicant, that he is not disqualified by reason of this section from obtaining a permit. In the absence of evidence to the contrary, that certification shall constitute a prima facie showing of the suitability and qualification of the applicant. If at any point in the application review, recommendation or hearing process, the secretary finds the applicant has intentionally made any material misrepresentation of fact in regard to this certification, consideration of the application may be suspended and the application may be rejected as provided for under this section.

Applications rejected pursuant to this section constitute final agency action upon that application and may be appealed to circuit court as provided for under chapter 1-26."

I certify pursuant to 1-41-20, that as an applicant, officer, director, partner, or resident general manager of the activity or facility for which the application has been made that I; a) have not intentionally misrepresented a material fact in applying for a permit; b) have not been convicted of a felony or other crime of moral turpitude; c) have not habitually and intentionally violated environmental laws of any state or the United States which have caused significant and material environmental damage; (d) have not had any permit revoked under the environmental laws of any state or the United States; or e) have not otherwise demonstrated through clear and convincing evidence of previous actions that I lack the necessary good character and competency to reliably carry out the obligations imposed by law upon me. I also certify that this application does not substantially duplicate an application by the same applicant denied within the past five years which denial has not been reversed by a court of competent jurisdiction. Further;

"I declare and affirm under the penalties of perjury that this claim (petition, application, information) has been examined by me, and to the best of my knowledge and belief, is in all things true and correct."

Dated this 2nd day of February, 20 22.

Carla Schepker
Applicant (print)

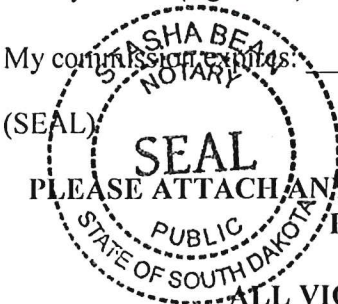
Carla Schepker
Applicant (signature)

Subscribed and sworn before me this 2 day of February, 20 22.

Stasha Bean
Notary Public (signature)

My commission expires February 28, 2026

(SEAL)



PLEASE ATTACH ANY ADDITIONAL INFORMATION NECESSARY TO DISCLOSE ALL FACTS AND DOCUMENTS PERTAINING TO SDCL 1-41-20 (1) (a) THROUGH (c). ALL VIOLATIONS MUST BE DISCLOSED, BUT WILL NOT AUTOMATICALLY RESULT IN THE REJECTION OF AN APPLICATION

Source Reduction and Recycling Plan

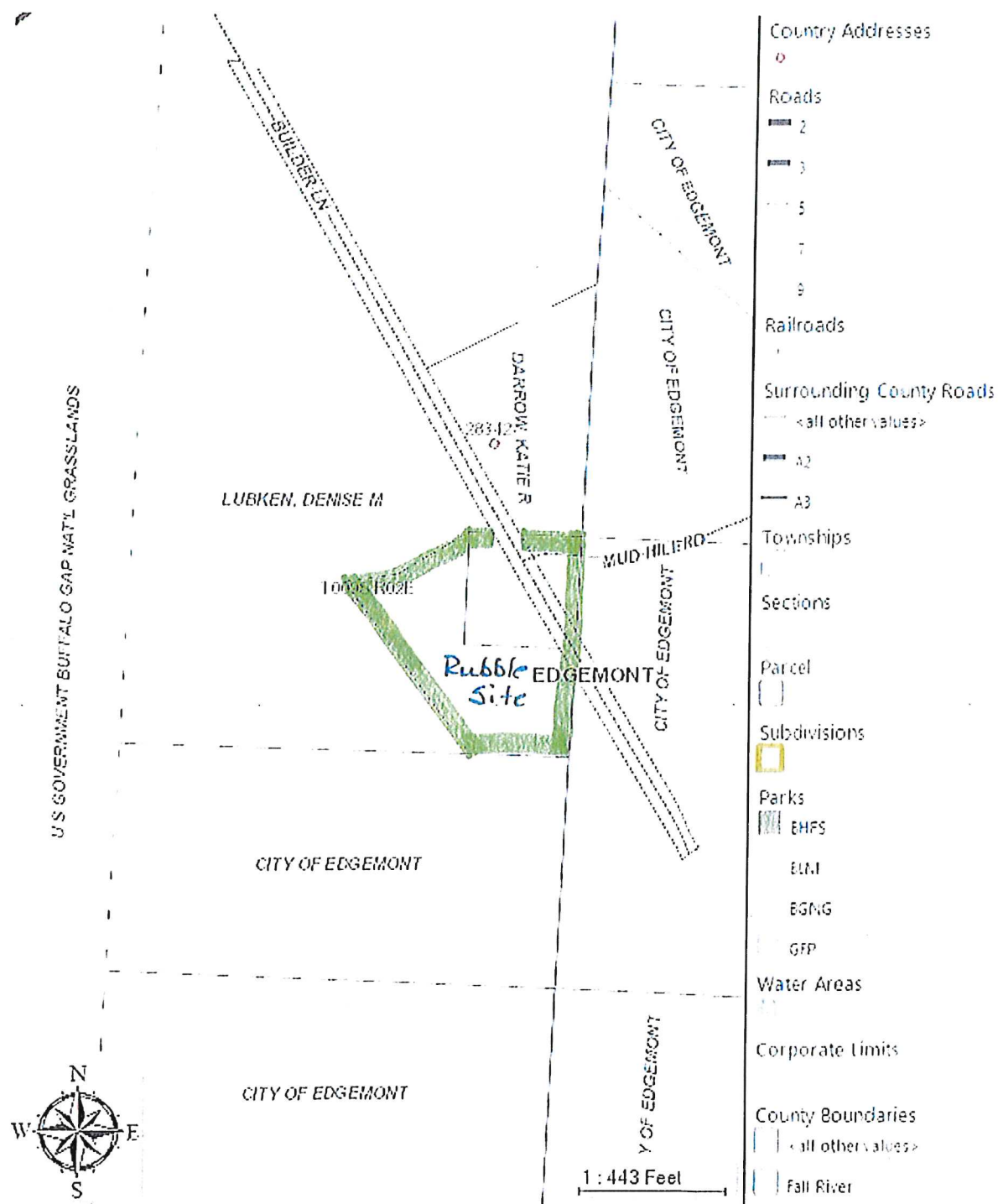
In accordance with South Dakota Codified Laws (SDCL) §34A-6-74 through §34A-6-78, municipalities or other political subdivisions responsible for solid waste management are required to submit a comprehensive solid waste source reduction and recycling plan to the department prior to permit issuance or renewal for any permit application.

For compliance with the sections listed above your facility must also be in compliance with SDCL §34A-6-67. SDCL §34A-6-67 bans certain materials from being landfilled in South Dakota. These banned materials are lead-acid batteries, yard waste, white goods and used oil. The general permit or an individual permit for your facility limits what materials may be accepted and how those materials may be handled.

This document, when completed along with a solid waste permit application will meet the requirements of SDCL §34A-6-74 through §34A-6-78. Please provide the requested information for the materials listed below:

<u>Material</u>	<u>Tonnage Recycled since renewal/issue*</u>	<u>Recycling Company</u>
1. White Goods: _____		
2. Yard Waste: _____		
3. Waste Tires: _____		
4. Other: _____		

* Estimated weights or units is acceptable



ATTACHMENT
South Dakota Codified Law

§34A-6-67. Landfill waste reduction targets -- Implementation dates. In order to achieve the waste reduction goals provided for under §34A-6-60, no landfill in the state may accept yard waste, lead acid batteries, waste motor oil, or white good appliances for disposal. Office and computer paper, old newspaper, magazines, telephone books, corrugated cardboard, other marketable paper products, containers made from plastic, aluminum and steel, and other municipal solid waste materials that are diverted from landfilling using appropriate methods and technology count toward the waste reduction goal. Appropriate methods and technology includes recycling facilities.

§34A-6-74. Filing of solid waste source reduction and recycling plan -- Department review and aid in development -- Hearings -- Updating of plans. Every municipality or other political subdivision responsible for solid waste management shall file with the department by January 1, 1994, a comprehensive solid waste source reduction and recycling plan detailing the method by which the municipality or other political subdivision responsible for solid waste management will comply with the requirements of §34A-6-67 to establish and implement a comprehensive solid waste source reduction and recycling program for its residents. For the purposes of this section, any public or private entity managing the solid waste stream for a municipality or county shall file one comprehensive plan on behalf of its members with the filing requirements of this section. The department shall review each comprehensive plan submitted and may reject, suggest modifications to or approve the proposed plan. The department shall aid in the development of comprehensive plans for compliance with this section and shall make available appropriate forms for the submission of comprehensive plans. The department may hold hearings for the purpose of implementing this section. The comprehensive plan required in this section shall be updated and submitted to the department for approval five years after its most recent approval. The department may, consistent with rules promulgated by the board pursuant to chapter 1-26, require the filing or updating of a plan at other times.

§34A-6-75. Plan required for issuance of new or renewed permit. Beginning July 1, 1994, no new permit for a solid waste disposal facility may be issued and no existing permit reissued or renewed unless the permit applicant, in conjunction with all local units of government whose residents, businesses or institutions generate solid waste to be stored or disposed of in the facility, has filed a plan as required in §34A-6-74.