

FALL RIVER COUNTY UNAPPROVED MINUTES OF OCTOBER 20, 2022

The Fall River Board of County Commissioners met in regular session on October 20, 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 Allen, to approve the agenda, with the addition of setting two hearings for cultivation and variance for medical cannabis.

Motion made by Russell, seconded by Greenough, to approve the October 6, 2022 minutes.

Motion made by Greenough, seconded by Russell, to approve a pay raise for Chaela Holmes (Treasurer's Office), 2080 hours, \$13.00 to \$14.00 per hour, effective October 18, 2022, as per union contract.

Motion made by Russell, seconded by Allen, to approve the Auditor's Account with the Treasurer for September 2022 as follows:

AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

TO THE HONORABLE BOARD OF FALL RIVER COUNTY COMMISSIONERS:

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 30th day of September 2022.

Total Amount of Deposit in First Interstate Bank, HS:	\$	731,963.92
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:	\$	3,085.95
Total Amount of Treasurer's Change Fund:	\$	900.00
Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:	\$	43,299.10

SAVINGS:

#4) First Interstate Bank, HS:	\$	313,251.69
#10) First National Bank of Lead: ICS Acct	\$	1,049,507.00
#18) First National Bank of Lead-ARP ICS Acct	\$	1,031,935.88
#20) First National Bank of Lead-RAI MM Acct	\$	111,917.62

CERTIFICATES OF DEPOSIT:

#9) First Interstate, HS:	\$	-
#8) Black Hills Federal Credit Union, HS:	\$	250,000.00
#14) Schwab Treasury:	\$	2,022,947.68
#15) First National Bank, Lead:	\$	315,294.45
#16) Black Hills Community, Rapid City:	\$	826,288.29
#17) Liberty National, Sioux Falls:	\$	-
#21) Schwab Treasury 2 Yr:	\$	265,663.75
#22) Schwab Treasury 2 Yr:	\$	970,296.09
#23) Schwab Treasury 2 Yr:	\$	970,937.50
#24) Schwab Treasury 2 Yr:	\$	1,999,500.00

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

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

RETURNED CHECKS:

Remedy Ranch/John Rivard	8/29/2022	\$	796.27
--------------------------	-----------	----	--------

TOTAL \$10,910,120.19

Dated This 30th Day of September 2022.

/s/Sue Ganje, County Auditor of Fall River County/s/Teresa Pullen, County Treasurer of Fall River County

County Monies	\$	9,860,287.94
Held for other Entities	\$	829,453.02
Held in Trust	\$	220,379.23
TOTAL	\$	10,910,120.19

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.

Motion made by Greenough, seconded by Russell, to approve to surplus to junk an Office Star Mesh Chair, #01689, Sheriff's Office.

Motion made by Cope, seconded by Greenough, to approve the following proclamation:

Fall River County Proclamation

WHEREAS, Fall River County contains the City of Hot Springs, known as “the Veteran’s Town,” home of the South Dakota State Veterans Home and a five-star V.A. Hospital, and has a large, highly decorated Active Duty and Veteran population, including many *Purple Heart* recipients; and

WHEREAS, Fall River County has great admiration and the utmost gratitude for the men and women who by selflessly serving their country in the Armed Forces have given so much in the defense of the freedoms which we all continue to enjoy; and

WHEREAS, in honor of these dedicated men and women, we pledge the continued defense of our nation so that their sacrifice will stand before the entire world as a tribute to the spirit and determination of a people dedicated to the principles of freedom and democracy; and

WHEREAS, the *Purple Heart* is the oldest military decoration in present use and was initially created as the Badge of Military Merit by General George Washington in 1782; and

WHEREAS, the *Purple Heart* was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America; and

WHEREAS, the mission of the Military Order of the Purple Heart, chartered by an act of Congress, is to foster an environment of goodwill among the combat-wounded Veteran members and their families, promote patriotism, support legislative initiatives, and most importantly, make sure we “never forget”; and

WHEREAS, Fall River County recognizes the grave sacrifices our *Purple Heart* recipients have made defending our freedoms and believe it is imperative to acknowledge them for their immense courage and selfless service to their Nation.

THEREFORE, we, Fall River County Commissioners, do hereby proclaim Fall River County, South Dakota, as a:

Purple Heart County

And encourage the citizens and residents of Fall River County to show their appreciation for the sacrifices *Purple Heart* recipients have made in defending our freedoms, to recognize their valor,

and to show them the honor and support they have earned for preserving our liberties under the Constitution. Let us all commit ourselves to the great need of fostering a spirit of rededication to the ideals these incredible men and women have defended, the foundation of this great country – “One nation, under God, indivisible, with liberty and justice for all.”

PROCLAIMED this 20th day of October 2022.

/s/Joe Falkenburg
Fall River County Commissioner

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

Motion made by Greenough, seconded by Allen, to set a supplement and contingency hearing for November 10, 2022 at 9:30 a.m.

Motion made by Greenough, seconded by Cope, to amend the September 22, 2022 minutes to reflect Jack Isaacs as the National Grassland Supervisor as opposed to Julie Goodman.

There were no applicants for county assistance.

Erin McGlumphy, Extension, reported to the Board that there are 5 youth enrolled in the dog project area, with 8 youth in Companion Animal, 10 in the Horse project, 24 in 4-H rodeo, 9 in Cloverbuds, 9 in Youth in Action, 33 in livestock projects and 4 participated in the fleece sale. There were 390 static projects this year, with 44 going onto State Fair. 1 youth showed her livestock project at State Fair and 2 participated in the Consumer Decision Making Contest. 10 youth participated in the shotgun project area, with 6 participating at the State fall shoot in Mitchell, with Kyle Sanders placing 1st in the Senior Division. There is 181 members, with 69 volunteers.

Dave Weishaupl, Building Supervisor, met with the Board. Motion made by Russell, seconded by Allen, to approve the Tem-Tech Boiler Quote, with a tank added to the quote, firm, in the total amount of \$82,000.00.

Discussion was held on conflict attorneys for the Oxnard Hotel in Edgemont. Motion made by Allen, seconded by Greenough, to hire the Husted Law firm as conflict attorneys for the Oxnard Hotel and other things as needed.

Brett Blessing, Highway Superintendent, met with the Board and presented fuel and diesel quotes as follows:

10/3/22Fuel Quotes	8,000 Gallons Gasoline
Nelson's	\$3.39/gallon
MG Oil	No Bid
PJ's Hi-D-Way	No Bid
10/12/2022 Fuel Quotes	8,000-Gal Diesel 50/50 Blend
Nelson's	\$4.80/gallon (average)

MG Oil
PJ's Hi-D-Way

No Bid
No Bid

Motion made by Allen, seconded by Russell, to approve the low and only bid from Nelson's for 8,000 gallons of gasoline, at \$3.39 per gallon, for a total of \$27,120.00.

Motion made by Greenough, seconded by Cope, to approve the low and only bid from Nelson's for 8,000 gallons of diesel, 50/50 blend, at \$4.80 per gallon (average), for a total of \$38,400.00.

Motion made by Russell, seconded by Allen, to approve the September 2022 transfers to reimburse the Highway Department for fuel used or work performed as follows: Sheriff's Department for \$1,215.79; Weed and Pest Office for \$347.66; Building for \$56.43; Emergency Management for \$149.65; Election for \$29.68; Director of Equalization for \$304.52; Auditor for \$15.68; and Commissioners for \$15.67.

Blessing updated the Board that the patching had been done on the Ardmore Bridge, with spraying being completed on the bridge east of Ardmore. There are some concerns about the bridge east of Ardmore; it will need to be addressed. Blessing didn't have updates on the Solar Farm at this time. The Highway Department has been hauling gravel on Old Highway 79.

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

FALL RIVER COUNTY RESOLUTION #2022-47

A Plat of Looyenga Tract, located in the E1/2SE1/4 of Section 32, T8S, R7E, BHM, Fall River County, South Dakota

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

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

Dated this 20th day of October, 2022.

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

ATTEST:
/s/Sue Ganje
Fall River County Auditor

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

FALL RIVER COUNTY RESOLUTION #2022-48

**A Plat of Schaller Tract 1 and Schaller Tract 2, located in the SW1/4 of Section 31, T8S,
R8E, BHM, Fall River County, South Dakota**

**Formerly the South 32' of Outlot 9 and the remainder of Outlot 21 of Smithwick, and Hatch
Tract of Gov't Lot 3 of Section 31**

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

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

Dated this 20th day of October, 2022.

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

ATTEST:

/s/Sue Ganje
Fall River County Auditor

Motion made by Greenough, seconded by Allen, to table the cultivation license application until later in the meeting.

Sue Ganje, Auditor, met with the Board. Motion made by Allen, seconded by Greenough, to approve increases in insurance coverage from \$8,148,751.00 to \$9,771,840.42, and leave the carports for the Highway and Weed & Pest Office off the insurance.

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

GENERAL FUND

AUDRA HILL CONSULTING, INC	MI QMHP EVALUATION	\$902.01
A-Z SHREDDING INC	SHREDDING	\$150.36
BLACK HILLS CHEMICAL	SUPPLY	\$361.13
BH BUSINESS SOURCE	OFFICE FURNITURE	\$518.00
BH COUNCIL OF LOCAL GOVERNMENT	SUPPORT	\$5,000.00
BIRMINGHAM & CWACH LAW	QMHP/MI	\$380.35
BRIGHTLY SOFTWARE INC.	GIS MAP SOFTWARE	\$329.55

CENTURY BUSINESS LEASING	COPIER LEASE & USAGE	\$462.06
CHEYENNE SANITATION	SANITATION COLLECTION	\$376.73
CLINICAL LABORATORY	AUTOPSY	\$1,675.00
COLBATH & SPERLICH, PC	CAAF	\$4,699.87
CORRECT RX PHARMACY SERV.	INMATE MEDICAL	\$54.75
CULLIGAN SOFT WATER	RENTAL/SUPPLY	\$223.5
EXECUTIVE MGMT FINANCE	BIT NETWORK FEES	\$42.50
FITZGERALD, JOHN	MILEAGE	\$206.04
FALL RIVER COUNTY HERALD	PUBLICATION	\$23.10
GOFF, GARLAND LEE	QMHP/MI	\$1,234.80
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$6,060.21
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$2,151.79
HOPE COUNSELING CENTER	QMHP	\$300.00
HOT SPRINGS ACE HARDWARE	SUPPLY	\$124.78
CITY OF HOT SPRINGS	CITY WATER BILL	\$1,199.95
HUSTEAD LAW OFFICE, P.C.	CAAF	\$16,251.80
KOLETZKY LAW OFFICE	QMHP/MI	\$212.10
LEWIS & CLARK BEHAVIORAL	QMHP/MI	\$184.00
LYNN'S DAK. MART PHARMACY	INMATE PHARMACY	\$448.18
MH HOME+ PHARMACY	JUV PHARMACY	\$139.58
MASTEL, BRUCE	DATABASE SETUP & MONITORING	\$35.00
MASTERCARD	COUNTY CREDIT CARD	\$3,189.34
MCGLUMPHY, ERIN	TRAVEL REIMBURSEMENT	\$398.16
MICROFILM IMAGING SYSTEMS	SCANNING EQUIP LEASE	\$240.00
MONUMENT HEALTH SERVICES	MORGUE FEE	\$461.00
NELSON'S OIL & GAS INC.	UTILITY	\$12,436.20
QUADIENT FINANCE USA, INC	POSTAGE	\$1,155.47
NEWMAN SIGNS INC.	SIGNAGE	\$2,905.37
NICHOLAS TOWING	REPAIR	\$45.00
PENNINGTON COUNTY JAIL	INMATE HOUSING/TRANSPORT	\$4,637.99
QUALITY INN	HOTEL STATE FAIR - EXTENSION	\$591.36
CITY OF RAPID CITY	BLOOD ANALYSIS	\$160.00
RUSHMORE COMMUNICATIONS	RADIO UPGRADE	\$980.00
SAFETY BENEFITS INC	SAFETY BENEFITS CONFERENCE	\$75.00
SDACC	CATASTROPHIC LEGAL	\$390.00
SD DEPT OF REVENUE	AUTO/MI STATE REMITTANCE	\$2,750.93
SD FEDERAL PROPERTY AG	SUPPLY	\$200.00
SERVALL	RUGS AND MATS SERVICE	\$335.32
SOFTWARE SERVICES INC	SOFTWARE SERVICES	\$1,759.00
SOUTHERN HILLS LAW PLLC	CAAF	\$2,268.51
STEVEN'S AUTOMOTIVE	SERVICE	\$1,367.55
NORTON, MIKAYLA	BLOOD DRAW	\$450.00
WENDELL'S GARAGE	SERVICE	\$79.34

WESTERN SD JUV SERV CTR	JUVENILE SERVICES	\$20,590.00
YANKTON CO TREASURER	QMHP/MI	\$127.50
WITNESS	WITNESS FEE	\$822.86
WITNESS	MILEAGE	\$136.58
	TOTAL FOR GENERAL FUND	\$102,299.62
COUNTY ROAD & BRIDGE		
CHEYENNE SANITATION	SANITATION COLLECTION	\$79.00
CITY OF EDGEMONT	CITY OF EDGEMONT WATER	\$84.10
SD DEPT OF LABOR & REG	UNEMPLOYMENT	\$155.03
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$8.50
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$256.52
SIMON CONTRACTORS OF SD	ASPHALT ROAD PROJECT	\$565,123.10
CITY OF HOT SPRINGS	CITY WATER BILL	\$74.99
MASTERCARD	COUNTY CREDIT CARD	\$61.93
NELSON'S OIL & GAS INC.	FUEL	\$60,244.14
POMP'S TIRE SERVICE INC.	SUPPLY	\$451.66
SAFETY-KLEEN SYSTEMS, INC	SUPPLY	\$557.00
SD DEPT OF TRANSPORTATION	2022 BRIDGE INSPECTION	\$2,017.70
SEILER, RANDY	CELL REIMBURSEMENT	\$75.00
	TOTAL COUNTY ROAD & BRIDGE	\$629,188.67
911 SURCHARGE REIMBURSEMENT		
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$25.50
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$774.23
MASTERCARD	COUNTY CREDIT CARD	\$206.18
FLEMING, MELISSA	UNIFORM ALLOWANCE	\$85.16
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	\$1,091.07
FIRE PROTECTION FUND		
ARDMORE FIRE DISTRICT	FIRE INSURANCE DISTRICT	\$1,299.94
BUFFALO GAP FIRE DEPT	FIRE INSURANCE DISTRICT	\$199.75
EDGEMONT FIRE DEPT	FIRE INSURANCE DISTRICT	\$5,034.94
HOT SPRINGS FIRE DEPT	FIRE INSURANCE DISTRICT	\$21,274.83
MINNEKAHTA FIRE	FIRE INSURANCE DISTRICT	\$1,666.94
OELRICHS VOL FIRE DEPT	FIRE INSURANCE DISTRICT	\$1,843.85
ORAL FIRE DEPT	FIRE INSURANCE DISTRICT	\$914.29
SMITHWICK FIRE DEPARTMENT	FIRE INSURANCE DISTRICT	\$495.85
	TOTAL FOR FIRE PROTECTION FUND	\$32,730.39
EMERGENCY MANAGEMENT		
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$8.50
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$154.39
HOT SPRINGS ACE HARDWARE	SUPPLY	\$30.56
MASTERCARD	COUNTY CREDIT CARD	\$6.00
RUSHMORE COMMUNICATIONS	RADIO UPGRADE	\$540.00
	TOTAL FOR EMERGENCY MANAGEMENT	\$739.45

24/7 SOBRIETY FUND

SD DEPARTMENT OF HEALTH	24/7 LABS	\$120.00
	TOTAL FOR 24/7 SOBRIETY FUND	\$120.00

COURTHOUSE BUILDING FUND

HOT SPRINGS ACE HARDWARE	SUPPLY	\$27.31
MASTERCARD	COUNTY CREDIT CARD	\$227.65
	TOTAL FOR COURTHOUSE BUILDING FUND	\$254.96
	TOTAL PAID BETWEEN 10/7/22 AND 10/20/22	\$766,424.20

Break was taken 9:27 a.m. and the meeting reconvened at 9:42 a.m.

Public comment was heard from Commissioner Cope about changing some of the wording in the Memorandum of Understanding with the Forest Service.

Lance Russell, State's Attorney, was present. Motion made by Greenough, seconded by Russell, to take the cultivation license application off the table.

Motion made by Greenough, seconded by Cope, to set a hearing for the cultivation license application on November 10, 2022, at 9:40 a.m. With Falkenburg voting no, all others voting yes, by roll call vote, motion carried.

Motion made by Russell, seconded by Allen, to set a hearing for the cultivation license variance on November 10, 2022, at 9:35 a.m.

More public comment was heard from, Susan Henderson about concerns with Encore Energy.

Comments were heard from Matt Monfore, Rick Weible, Kim Allen, Vickie Buhr and Tammy McKensee. They spoke about concerns and the fraud that they believed was going on with tabulating machines and how elections are being run. Miriam Martin and Jane Farrell, consistent election help, both feel confident in Fall River County's election process. Paul Nabholz and Dusty Pence expressed interest in having hand counts. The Board invited everyone with concerns to attend the public test on October 31st at 10:00 a.m. and to go to the legislature to get things changed.

Motion made by Greenough, seconded by Cope, to use the machine count and audit a couple of precincts on a couple of races. With Russell and Allen voting no, all others voting yes, by roll call vote, motion carried.

Motion made by Greenough, seconded by Cope, 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 10:50 a.m.

The Board came out of executive session at 11:12 a.m.

Motion made by Russell, seconded by Greenough, to approve the DOT Right-of-Way negotiations, including an additional amount for one party.

Motion made by Greenough, seconded by Russell, to adjourn at 11:14 a.m.

/s/Joe Falkenburg

Joe Falkenburg, Chairman

Board of Fall River County Commissioners

ATTEST:

/s/Sue Ganje, Auditor

Fall River County Auditor



MEMORANDUM OF UNDERSTANDING

between

SDSU Extension and Fall River County, South Dakota

2023

In accordance with Chapter 4.05, Section 4.0504, Revised Code of 1939 and as subsequently amended to conduct Extension educational programs in Agriculture and Natural Resources, Family and Consumer Sciences, Community Development and 4-H Positive Youth Development with the complete understanding of all parties concerned. South Dakota State University Extension, the United States Department of Agriculture, and the Board of County Commissioners of Fall River County enter in the following agreement:

COOPERATIVE EDUCATIONAL PROGRAM DEVELOPMENT

SDSU Extension agrees to give guidance and active assistance to the 4-H Youth Program Advisor in determining and carrying out 4-H and Youth Development educational programs that will be of greatest benefit to the people in the county. SDSU Extension agrees to assist the 4-H Youth Program Advisor in the conduct of their work by providing program planning and development, leadership, training, supervision, and subject matter support through Extension specialists, field specialists, publications, and technology information services.

PERSONNEL AND FINANCIAL RESPONSIBILITY OF COOPERATING COUNTY

The Board of County Commissioners agrees to furnish an office suitable to all parties of the Memorandum. The Board of County Commissioners further agrees to provide sufficient funds for qualified office administrative support, 4-H Advisor travel expenses, office supplies, and equipment, postage, demonstration and educational supplies, telephone/internet and related charges and up-to-date computer/related equipment, subject to the county's budgetary authority.

The Board of County Commissioners agrees to pay annually to South Dakota State University for partial salary support of the 4-H Advisor position. Payments must be made by the 31st day of March in this calendar year. For the calendar year 2023, this is in the amount of \$10,884.79 which reflects the 4-H Youth Program Advisor's .50 FTE appointment in Fall River County. Should the position become vacant during the 2023 calendar year, or portions thereof, the county shall be reimbursed on a pro-rata basis for such period(s) of vacancy at the close of the calendar year.

The Board of County Commissioners agrees to reimburse the 4-H Youth Program Advisor for official use of their personal vehicle, meals, and lodging on official business away from their county office headquarters at rates and policies (e.g., IRS, GSA) equal to or above those established by the State Board of Finance. The 4-H Youth Program Advisor will submit itemized vouchers for official travel expenses to the County Auditor for presentation to the Board of County Commissioners for payment.

The 4-H Youth Program Advisor will travel within the county to serve clientele and conduct educational programming. Furthermore, the 4-H Youth Program Advisor will participate in some out-of-county activities that are related to their duties for the county (e.g., State Fair) for which the Board of County Commissioners agrees to reimburse travel expenses. The Board of County Commissioners further agrees to allow the 4-H Youth Program Advisor to participate in some training and special events outside of the county which are related to their duties and continued professional development. For these specific mandated professional development events, SDSU Extension will provide travel reimbursement to the 4-H Youth Program Advisor.





ACCESS TO CONFIDENTIAL DATA

Access to SDSU Extension data and communications, whether it resides on county-owned or SDSU Extension-owned equipment, shall be restricted to South Dakota State University personnel or their respective designees. As stated in the South Dakota Board of Regents Acceptable Use Policy, information resources and technology should be used to support the operations and missions of the South Dakota Regental System. Accordingly, the Technology and Security Office at South Dakota State University will investigate any and all allegations of misuse of technology by SDSU Extension personnel. Allegations of misuse of technology on county-owned equipment by SDSU Extension personnel will be investigated jointly by the SDSU Office of Technology and Security and the appropriate county personnel. SDSU will work with individual counties as requested to establish a standard Third Party Agreement to address network access concerns.

COOPERATIVE PERSONNEL EMPLOYMENT POLICY

It shall be the responsibility of SDSU Extension to screen and certify the qualifications of applicants for a vacant position. The County Commission will be represented in interviewing candidate(s) for the open position and participate in recommending approval or rejection of the candidate's employment by SDSU Extension. Salary will be determined by SDSU Extension with approval of South Dakota State University and the South Dakota Board of Regents.

If the performance of a 4-H Youth Program Advisor becomes unsatisfactory, his/her employment may be terminated in accordance with South Dakota State University and Board of Regents Personnel policies. In addition, SDSU Extension may need to remove a 4-H Youth Program Advisor when either appropriated State or Federal funds or the County funds are not adequate to satisfactorily carry on effective 4-H Positive Youth Development Extension educational programs in the county.

The employment policies of SDSU Extension and parties to this cooperative agreement are required to conform to provisions of the Civil Rights Act of 1964 and related amendments thereto prohibiting discrimination.

APPROVAL AND/OR MODIFICATION OF MEMORANDUM

This memorandum will be in effect when the Board of County Commissioners and SDSU Extension approve it. It supersedes all previously signed agreements and shall remain in effect until it is expressly terminated in writing by one or more of the parties concerned. This agreement should be reviewed at the first meeting of the County Commission each year for purposes of informing new members and reacquainting experienced members with its provisions.

DATE

CHAIRPERSON, FALL RIVER COUNTY COMMISSIONERS

ATTEST:

FALL RIVER COUNTY AUDITOR

DATE

DIRECTOR, SDSU EXTENSION



**SOUTH DAKOTA STATE
UNIVERSITY EXTENSION**

SDSU Extension is an equal opportunity provider and employer in accordance with the nondiscrimination policies of South Dakota State University, the South Dakota Board of Regents and the United States Department of Agriculture.

Learn more at extension.sdstate.edu. © 2022, South Dakota Board of Regents.



*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: November 10, 2022

Subj: Commission Update:

1. Vehicle Tires and Alignment: I have attached a quote for the tires and alignment from Diamond Automotive. Earlier this year I had received approval from the Commission to take the vehicle to Denny Menholt Chevrolet for the tires and alignment, but I would prefer to have the work completed here in the county. The prices are similar in cost. Request approval.
2. Defensive Driving Training: Safety Benefits conducted this course on Wednesday, October 19th from 2p-4p and on October 20th from 8:30a-10:30a. This course is required for participation in the awards program. Twenty-three employees attended.
3. Region 4, Homeland Security and Blizzard Meeting: I attended the three meetings in Rapid City on the 26th.
4. Fires & Incidents:
 1. 10/20/2022: Sig. 1 rollover: Hwy 18: 3 fatalities: Fall River Sheriff, SD Hwy Patrol, Oelrichs Fire, Hot Springs Ambulance, Life Flight and Coroner.
 2. 10/23/2022: Water Leak, N. River Street, Hot Springs, Hot Springs Police, Hot Springs Public Works. Highway temporarily closed.

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

Estimate#: 2253

PO#

Diamond Automotive



1845 University Ave
Hot Springs, SD 57747
6058914782

Estimate

For: FALL RIVER COUNTY

, SD

Date: 11/7/2022

2014 Chevrolet Silverado 1500

5.3L V8 OHV 16V

VIN: 3GCUKREC7EG250275 1LT Crew Cab 4WD

Lic# CO11362

IN: 0 miles
OUT: miles

LABOR

Job Code	Description	Hrs	Each	Amount
Customer Says - 1	CHECK FRONT END N.P.F.JUST NEEDS ALIGNMENT			
-REPLACE TIRES (4 WHEELS)	REPLACE AND BALANCE TIRES (4 WHEELS)	1	\$120.00	\$120.00
-TIRE DISPOSAL FEE	TIRE DISPOSAL FEE	4	\$5.00	\$20.00
-4 WHEEL ALIGNMENT	4 WHEEL ALIGNMENT	1.4	\$90.00	\$126.00
				<u>\$266.00</u>

PARTS

Part Number	Description	Qty	Each	Amount
2657017	FS 265/70R17 WNTRFORCE 2 UV 115S	4	\$204.27	\$817.08
				<u>\$817.08</u>

I hereby authorize the above repair work to be done along with the necessary materials. My vehicle may be driven by your employees for road tests at my risk. An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto.

shop supplies \$37.91
Subtotal \$1,120.99

Signature: _____

\$1,120.99

Comments:

Thankyou for allowing us to serve you. All prices quoted with a 30 days price assurance.

We are not responsible for loss or damage to cars, or contents of cars, in case of fire, theft, or other causes beyond our control.

M: [6058907245] H: W: P: F: EMail:

Printed: 11/7/2022 4:44:08 PM

Codified Laws

[Home](#) > [Codified Laws](#) > [21](#) > [54](#) > 19

PREVIOUS

NEXT

Go To:(1-1-1) or Google Search



PRINTER FRIENDLY

21-54-19. Abatement of taxes owed on abandoned mobile home or manufactured home.

The county treasurer shall deliver the affidavit filed pursuant to § [21-54-18](#) to the board of county commissioners after issuance of the permit. Upon receipt of the affidavit, the board of county commissioners shall abate any taxes owed on the mobile home or manufactured home.

Source: SL 2007, ch 140, § 5.

An update is available

UPDATE

Codified Laws

[Home](#) > [Codified Laws](#) > [10](#) > [23](#) > 2.3

[PREVIOUS](#)

[NEXT](#)

Go To:(1-1-1) or Google Search



PRINTER FRIENDLY

10-23-2.3. Publication of information about delinquent taxpayer authorized.

The board of county commissioners may by resolution require that the name, address, the amount of taxes, penalty, and interest due, and the years the taxes are due of any delinquent taxpayer whose tax certificate was sold or offered for sale at a tax certificate sale pursuant to this chapter be published each year that a tax certificate is outstanding until the tax deed is issued.

Source: SL 1988, ch 98, § 1; SL 1989, ch 96; SL 2018, ch 63, § 78.

**NOTICE OF HEARING UPON APPLICATION FOR LIQUOR AND WINE LICENSE RENEWALS
OUTSIDE OF MUNICIPALITIES**

NOTICE IS HEREBY GIVEN THAT the Fall River Board of County Commissioners in and for the County of Fall River, South Dakota, on the 10th day of November, 2022, at the hour of 9:30 A.M. will meet in regular session to consider the following applications for On and Off Liquor, Liquor – Restaurant & Wine and Cider renewals, all located outside of municipalities, to operate within the County of Fall River, South Dakota, for the 2023 licensing period, which have been presented to the governing body and filed with the County Auditor's Office.

FOR LICENSE PERIOD 2023

TYPE OF LICENSE

RENEWALS:

All 5 Gears LLC
Stateline Casino
30387 Hwy 385
Oelrichs, SD 57763

Retail (On Sale)
Liquor
LIC# RL-6193

Billie Besco
Angostura Den INC
28041 Hwy 385
Hot Springs, SD 57747

Retail (On Sale)
Liquor
LIC #RL-6369

Billie Besco
Angostura Den INC
28041 Hwy 385
Hot Springs, SD 57747

Retail (Off Sale)
Package – Liquor
LIC #PL-27818

Angostura Resort Management, Inc
Inferno on the Beach
2504 W Main St.
Rapid City, SD 57709

Retail (On-Off Sale)
Wine and Cider
LIC #RW-6483

Angostura Resort Management, Inc
Inferno on The Beach
2504 W Main St.
Rapid City, SD 57709

Retail (On Sale)
Liquor – Restaurant
LIC #RR-21197

Larry Forney
Forney's Standard Service
PO Box 153
Oelrichs, SD 57763

Retail (Off Sale)
Package – Liquor
LIC #PL-27777

H & H Enterprises
Coffee Cop Fuel Stop #9
27638 US Hwy 385
Hot Springs, SD 57747

Retail (On-Off Sale)
Wine and Cider
LIC #RW-19689

H&H Enterprises
Coffee Cup Fuel Stop #9
27638 US HWY 385
Hot Springs SD 57747

Retail (On Sale)
Liquor
LIC #RL-6192

H&H Enterprises
2508 S Carolyn Ave
Sioux Falls, SD 57106

Retail (Off Sale)
Package – Liquor
LIC #PL-27716

TTT Taverns LLC
Pirates Pub
27679 Hwy 385
Hot Springs, SD 57747-9701

Retail (On Sale)
Liquor
LIC #RL-5711

TTT Taverns LLC
Pirates Pub
27679 Hwy 385
Hot Springs, SD 57747-9701

Retail (Off Sale)
Liquor
LIC #PL-27888

NOTICE IS FURTHER GIVEN THAT any person, persons or their attorney may appear at said scheduled public hearing and present objections, if any objections there be.

Dated this 6th day of October 2022, at Hot Springs, South Dakota.

/s/Sue Ganje
County Auditor
Fall River County

LAW ENFORCEMENT AGREEMENT

This agreement made and entered into this _____ day of _____, 2022, in triplicate, by and amongst Fall River County, South Dakota, hereinafter referred to as "County," the Sheriff of Fall River County, South Dakota, hereinafter referred to as "Sheriff," and the City of Edgemont, hereinafter referred to as "City," reference to the following recitals:

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

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

ARTICLE I

PURCHASED SERVICES

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

ARTICLE II

ADMINISTRATION

- 2.1 All employees engaged in general law enforcement duties under this Agreement shall be employees of Fall River County with all the privileges, rights, and responsibilities of a person so employed. The City of Edgemont has no employer/employee relationship or contractual relationship with any of the employees of the Fall River County Sheriff's Office.

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

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

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

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

ARTICLE III

REPORTING

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

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

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

ARTICLE IV

CONSIDERATION

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

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

ARTICLE V

ENFORCEMENT OF AGREEMENT

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

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

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

5.2 In the event that either party determines that this Agreement has or will be breached, then the offended party shall send written notice to the offending party stating the grounds, facts, and circumstances that constitute the breach of Agreement. The parties shall send this through the United States Mail with Return Receipt.

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

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

ARTICLE VI

TERM

6.1 This agreement shall take effect on December 31, 2022 and shall continue through December 31, 2023.

ARTICLE VII

RENEWAL

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

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

ARTICLE VIII

TERMINATION

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

IN WITNESS WHEREOF, the parties have placed their signatures, the City of Edgemont, South Dakota, by Resolution duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Finance Officer, and the County of Fall River, by order of its Board of County Commissioners, has caused these presents to be

subscribed by the Chairman of the Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all on the day and year written below.

FALL RIVER BOARD OF COUNTY COMMISSIONERS:

Chairman of the Board

Date

ATTEST:

Fall River County Auditor

Date

FALL RIVER COUNTY SHERIFF:

Sheriff

Date

ATTEST:

Fall River County Auditor

Date

CITY OF EDMONTON:

Mayor

ATTEST:

Finance Officer

Date

Date

PREPARED BY:

Name: Dale Anderson

Address: 913 Sheridan Lane
Gardnerville, NV 89460

Telephone #:

605 390-7520

**FALL RIVER COUNTY
PIPELINE EASEMENT**

This Pipeline Easement is made and entered into this 7th day of October, 2022, by and between Fall River County, a political subdivision of the State of South Dakota, Grantor, hereinafter referred to as "County" acting by and through its Board of County Commissioners and Horsehead Creek Ranch and Dale Anderson Landowner(s), hereinafter referred to as "Grantee(s)", whose Post Office address is (are): 913 Sheridan Lane Gardnerville NV and 89460

I.

County, as Grantor, hereby grants and conveys to the above Landowner(s), as Grantee(s), a permanent, continuing, (15) fifteen foot wide easement for a pipeline, including replacement, maintenance, and repair of the pipeline and its associated values, meter pits and other components as need be, upon the terms and conditions set forth hereinafter, over, upon, under and across Fall River County Highway # 2B.

Easement to be in that area adjacent to the SW Quarter of Section 10 in Township 007S, Range 08E, and the NW Quarter of Section 15 in Township 007S, Range 08E, of the Black Hills Meridian, Fall River County, South Dakota.

And

The pipeline to run from the NW Quarter of Section 15 in Township 007S, Range 08E, to the SW Quarter of Section 10 in Township 007S, Range 08E, of the Black Hills Meridian, Fall River County, South Dakota.

General location to be marked on attached Fall River County Map. (line through road affected in the general location).

II.

That the terms and conditions upon which the above identified easement is granted and which is subject to and based upon, and upon which it is given, are as follows:

- a. That the Grantee(s) shall for the purpose of inspection, notify Fall River County Water Users District at (605)745-7648 or Fall River County Highway Dept. at (605)745-3137 in

PIPELINE EASEMENT CONT'D

advance, before pipe is placed or covered.

b. That the Grantee(s) shall be solely responsible for the cost of installation, maintenance, repair and replacement of said pipeline without contribution on the part of the County.

c. That Grantee(s) shall use the pipeline solely for the benefit of the real property identified in the above Paragraph "I". And such other real property belonging to Grantee(s) that is contiguous thereto.

d. That Grantee(s) shall not be entitled to use this easement for any other purpose not provided for herein.

e. That Grantee(s) shall be solely responsible for securing and maintaining any and all permits, licenses or other agreements with the State of South Dakota or any other governmental agency with respect to the construction, maintenance, repair and replacement of said pipeline.

f. That Grantee(s) shall indemnify and hold the County harmless from any and all claims, causes of action or damages which may be alleged or have occurred or been caused result of the Grantee(s)'s use of this easement, the pipeline or the negligence of the Grantee(s), their agents or employees with respect thereto.

g. That Grantee(s) shall maintain, repair, and replace, construct, install and place the pipeline in such a manner so as not to interfere with the use of the real property by the County or its successors and assigns.

h. That Grantee(s) agrees that with any disturbance of the ground during repair, placement, replacement or otherwise that thereafter Grantee(s) shall restore the ground to its natural terrain and in the same condition as the existing roadway at the completion of any such activity.

i. That Grantee(s) agrees to bury the pipeline in the earth at least five (5) feet deep and shall erect a sign at the location of the roadway marking the location of the pipeline with a steel post and steel sign identifying the existence of the pipeline and that installing the pipeline the parties understand and agree that the easement is for eight (8) inch pipeline which shall be sheltered in a twelve (12) inch casement. Grantee(s) also agree(s) that if the pipeline is to cross a County road that is paved that the above conditions apply except that the Grantee(s) agree(s) to bore under said road to install said pipeline.

j. That Grantee(s) shall have the right of ingress and egress upon County's real estate herein contemplated for purposes of constructing, repairing, maintaining and replacing said pipeline in order to keep it serviceable and in a useable condition. That said

PIPELINE EASEMENT CONT'D

Owner as Grantee

By: Rale Johnson and Horsehead Creek Ranch LLP

STATE OF NEVADA)

SS)

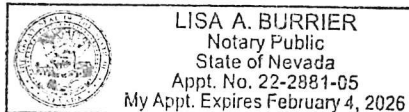
COUNTY OF DOUGLAS)

On this 7TH day of OCT, 2022, before me,
_____, the undersigned officer, personally known to
me or satisfactorily proven to me to be the person(s) whose name(s) is/are subscribed to
the foregoing instrument and acknowledged to me that they executed the same for the
purpose therein contained.

IN THE WITNESS WHEREOF I hereunto set my hand and official seal.

Lisa A. Burrier
Notary Public

My commission Expires: FEB 04, 2026



(SEAL)



Sorensen Irrigation, LLC

950 County Road 70
Hemingford, NE 69348
(308) 487 - 3880
Fax: (308) 487 - 3605



Sorensen
Irrigation

Grower: Dale Anderson

Tanner Sorensen
308 763-1028

(308) 487-3880

Date: 04/21/2022

100% down
45% delivered
45% complete

Farm: System Design 1 : 4/21/2022

Field Name: Copy of Field Layout 1 :
4/21/2022

Field Area: 72.85 acres

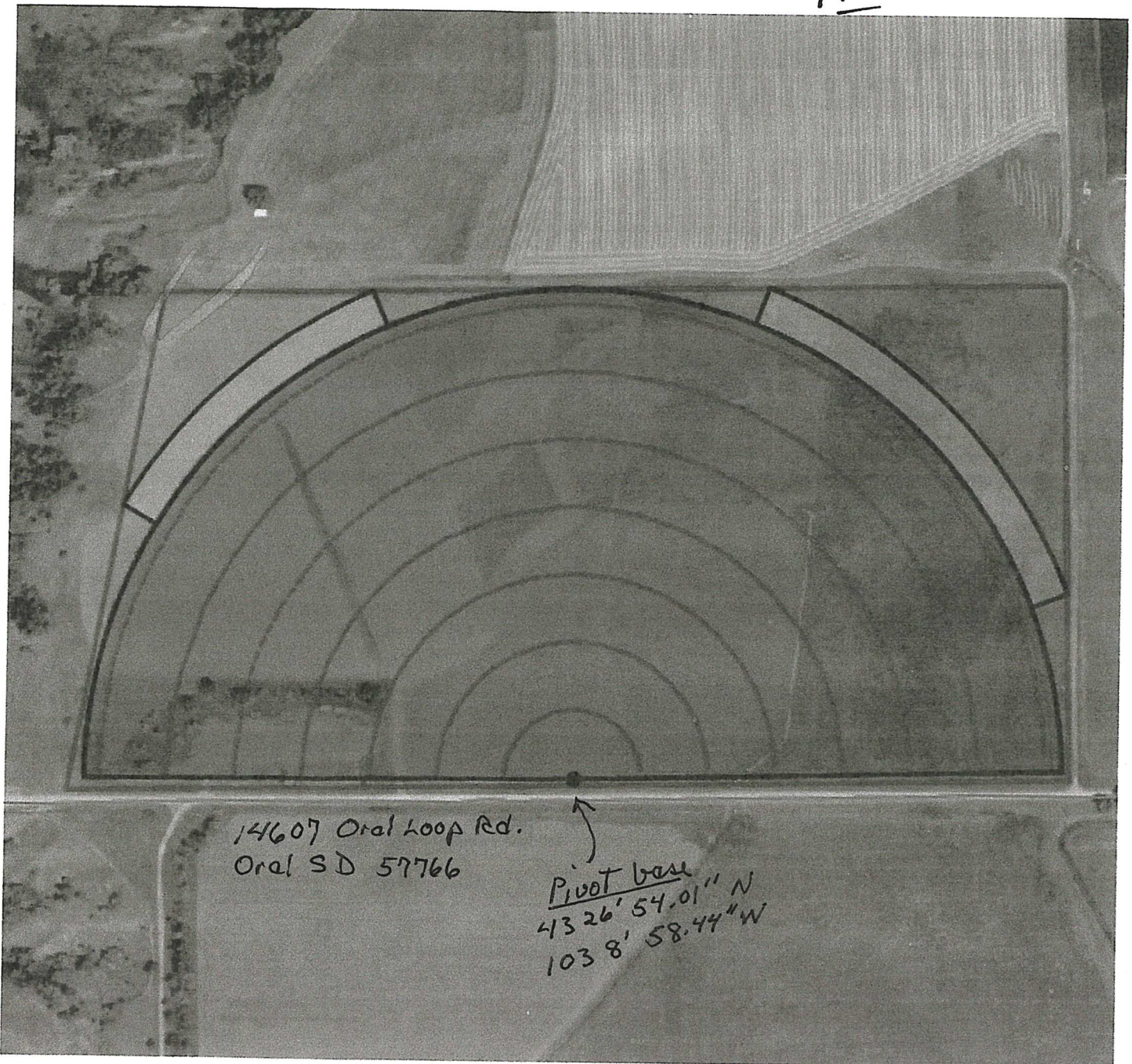
System Model: E2065

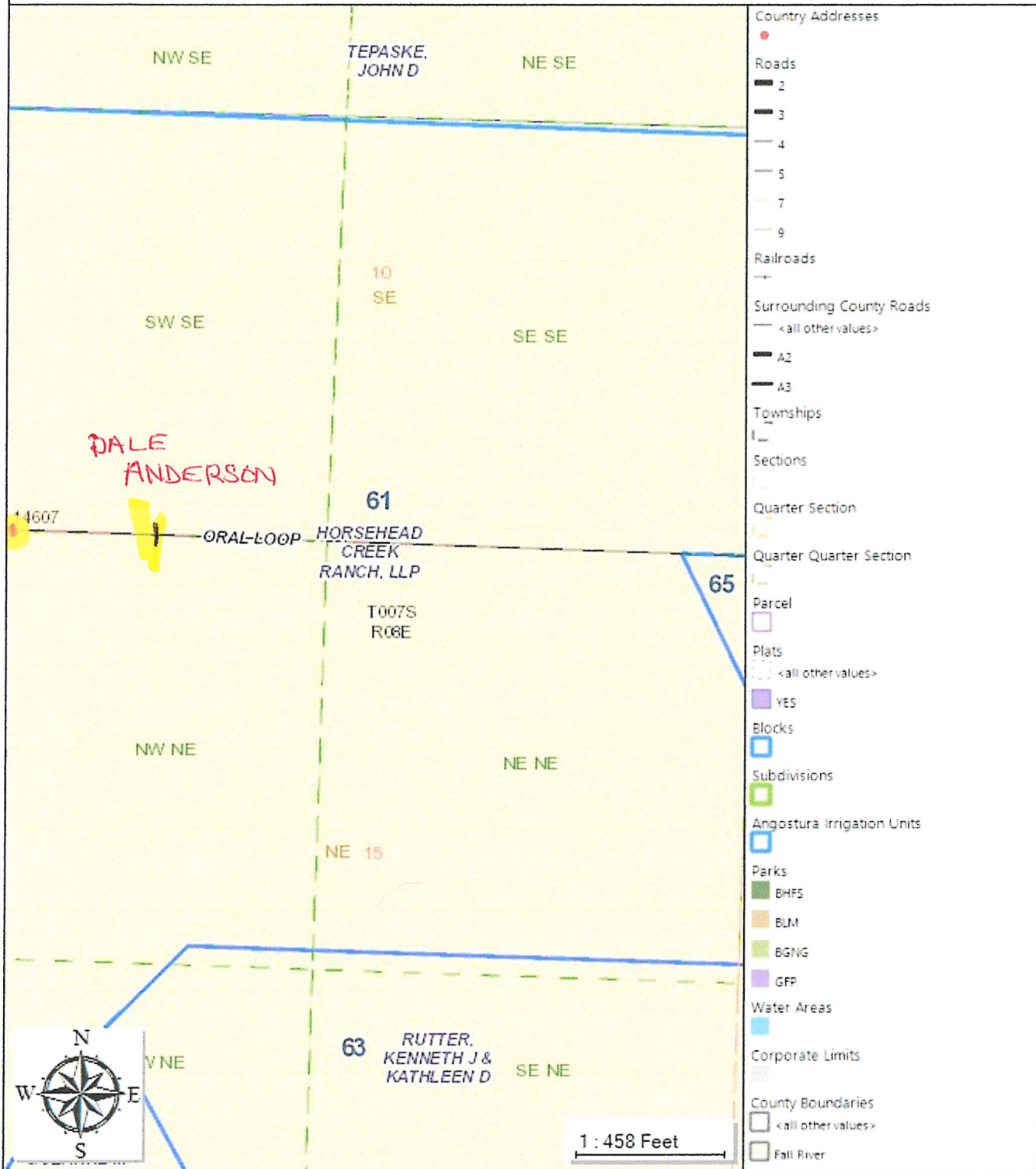
System Length: 1,269.00 ft

Total Irr. Area: 62.21 acres

Number of Spans: 7

6-15-22
AM.





Parcel files cannot be downloaded from this map. If you wish to purchase parcel data please contact the GIS Department at 605-745-7584 or gis@frcounty.org. This map is for general reference only. Last Update: July 28, 2022 (Land transactions filed with the Register of Deeds before June 1, 2022). The user acknowledges and accepts the limitations of this data, including the fact that the data is in a constant state of change, correction, and maintenance. This map does not represent a legal survey of the land. This map should not be used for legal proceedings or land purchase. Fall River County takes no responsibilities for any inaccuracies.

FS Agreement No. 22-MU-11020300-057

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between
FALL RIVER, COUNTY OF
And The
USDA, FOREST SERVICE
BLACK HILLS NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Fall River, County of, hereinafter referred to as “the County,” and the United States Department of Agriculture (USDA), Forest Service, Black Hills National Forest, hereinafter referred to as the “U.S. Forest Service.”

Background: As provided for by the National Environmental Policy Act (NEPA), and the 2012 Planning Rule (36 CFR 219), the U.S. Forest Service must prepare an Environmental Impact Statement (EIS) to revise the Black Hills National Forest’s Land Management Plan (Forest Plan). The EIS process is meant to inform both the U.S. Forest Service and the public about the environmental impacts of the plan revision before a final decision is made. The County has requested, and the U.S. Forest Service has agreed to grant, cooperating agency status with respect to the development of the revised Forest Plan for the Black Hills National Forest pursuant to 40 CFR 1501.8.

Title: Forest Plan Revision - Cooperating Agency

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to define the relationships and duties of the U.S. Forest Service, acting as lead agency, and the County as a cooperating agency, for the purpose of preparing a revised Forest Land Management Plan (Plan) and an associated Environmental Impact Statement (EIS). The U.S. Forest Service recognizes that the the County has knowledge, experience and expertise, with respect to environmental, economic, and social impacts/conditions to inform the proposed plan revision process as defined at 36 CFR 219, otherwise known as the 2012 Planning Rule. The County recognizes that the U.S. Forest Service has final decision-making authority regarding the scope of the analysis. In particular, the U.S. Forest Service is seeking assistance from the County to help provide knowledge and information that will help address management issues related to, but not limited to, land use plans, local social and economic conditions and natural resource management concerns related to range, roads, timber, wildlife, fire, recreation, land and water conservation. Additionally, the U.S. Forest Service invites the submittal of other information, data and comments from the County pertaining to the Black Hills National Forest Plan revision process. The establishment of this MOU further promotes responsible, transparent and timely



dialogue during the Plan revision analysis, between the County and the Black Hills National Forest in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The County has significant portions of the Black Hills National Forest within its border. It is in the interest of the County to provide information and special expertise for use in the development of the revised Forest Plan, including the formulation and analysis of options/alternatives. As a cooperating agency, the County may assist in reviewing the components of the plan and the monitoring program/proposals as they relate to County resources and jurisdiction.

The U.S. Forest Service has a mutual interest in incorporating information and special expertise provided by the County for a complete analysis of impacts and formulation of a full spectrum of alternatives during the Forest Plan revision.

Through this cooperative effort, the U.S. Forest Service and the County will gain a greater understanding of how the revised Forest Plan may impact or affect the associated ecological, social and economic concerns of the County and the residents of the County. Both parties will benefit through increased communication, sharing of information, and cooperation in implementing their respective missions as a part of the Black Hills National Forest Plan revision process.

In consideration of the above premises, the parties agree as follows:

III. THE COUNTY SHALL:

- A. Perform the duties of a Cooperating Agency as defined in 40 CFR 1501.8 for environmental analyses conducted which effect the County for which the U.S. Forest Service is the lead Federal agency and the County has special expertise, jurisdiction or significant economic or environmental impacts.
- B. As mutually agreed, provide information, comments and technical expertise to the U.S. Forest Service regarding those elements of the environmental analyses for which it has jurisdiction or special expertise. This may include review and written comments on draft environmental analyses prior to public distribution to ensure technical accuracy of disclosures regarding state laws, regulations, plans, programs and policies, and recommendations for improvement of materials that are found to be incomplete or inaccurate. Please see attached Communications Protocol, Exhibit A.
- C. Share with the U.S. Forest Service, data and other information within its special expertise and jurisdiction that are or may be relevant to the development of the environmental impact statement and/or environmental assessment.



- D. Provide copies of and explain the relationship of existing and proposed laws, regulations, plans, programs, and policies within its special expertise and jurisdiction that are or may be relevant to the project.
- E. Participate in government-to-government coordination meetings and field reviews with the U.S. Forest Service, if feasible.
- F. Participate when appropriate in the scoping process, including advice on public involvement strategies, addressing environmental issues as identified in the NEPA process, identifying potential effects of alternatives, suggesting mitigation for environmental effects, and providing comments on drafts of the NEPA documents.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Retain final responsibility for the content of all environmental analysis documents.
- B. Be responsible for determining the purpose and need for the project, selecting alternatives for analysis, selecting the preferred alternative and determining appropriate mitigation measures. In meeting these responsibilities, the U.S. Forest Service will follow all applicable statutory and regulatory requirements.
- C. Use the environmental analysis and proposals for cooperating agencies with jurisdiction by law or special expertise, to maximum extent possible consistent with its responsibility as lead agency.
- D. Consistent with the purpose and intent of this agreement, provide the County with copies of documents relevant to the County's responsibilities, including technical reports, data, analyses, comments, working drafts and final environmental analysis documents. The U.S. Forest Service will exercise reasoned use of agency discretion to determine when to provide such documents.
- E. In a timely manner, provide notice of availability of electronic copies to the County of all draft and final project EIS's and potentially controversial Environmental Assessment (EA)' s, unique proposals, or other actions specifically requested by the County.
- F. Meet with the County Commission, or its designee, at the County's request.
- G. Afford the County the opportunity to review and provide feedback and input on the draft proposed plan desired conditions, other plan components, and additional plan content.
- H. Provide the County the opportunity to provide feedback and input on the preliminary range of alternatives.



- I. Hold meetings with the County to discuss development of the draft proposed plan and alternatives as they progress.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. CONFIDENTIALITY: Both parties recognize and agree that the environmental data present through interdisciplinary meetings or draft documents are to remain confidential. The U.S. Forest Service will be solely responsible for releasing information to the public regarding plan revision documents. Any inquiries from the general public, pertaining to environmental analyses or its associated material, will be directed to the U.S. Forest Service.
- B. RESPONSIBILITIES OF PARTIES. The U.S. Forest Service and the County, along with their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- C. The parties agree to participate in all NEPA processes in good faith and make all reasonable efforts to resolve disagreements. Where disagreements may impede effective and timely completion of a NEPA analysis, the parties agree that the U.S. Forest Service retains final responsibility for the NEPA analysis and subsequent decisions. If the parties agree, they shall retain an in-house or independent facilitator to foster clear and efficient communications. The facilitator's responsibilities, selection, direction and compensation will be identified for the specific NEPA process undertaken.
- D. The parties agree to comply with the schedule developed for plan revision.
- E. Any additional provision regarding the responsibilities of either party will be identified in an amendment to this MOU through a written agreement of all signatories.
- F. Each party will designate a representative to ensure coordination between the County and the U.S. Forest Service during the process. Either party may change its representative as needed.
- G. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
Lance S. Russell, Attorney at Law 906 N. River Street Hot Springs, SD 57747 605-745-3228 Email: lance_russell@yahoo.com	Les Cope, Commissioner, Fall River County 906 N. River Street, Hot Springs, SD 57747 605-535-6910 Email: coperanch1979@gmail.com

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Lou Conroy 1019 North 5th Street Custer, SD 57730 605-673-9207 Email: louie.conroy@usda.gov	Dave Graham 8221 Mt. Rushmore Road Rapid City, SD 57702 605-716-2119 Email: david.graham@usda.gov

- H. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the County is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To the County, at the County's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- I. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or the County from participating in similar activities with other public or private agencies, organizations, and individuals.
- J. **ENDORSEMENT.** Any of County's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of County's products or activities and does not by direct reference or implication convey the County's endorsement of the U.S. Forest Service products or activities.
- K. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU.



Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- L. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the County to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- M. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- N. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- O. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official



Government business or when performing any work for or on behalf of the Government.

- P. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The County shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- Q. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- R. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- S. DEBARMENT AND SUSPENSION. The County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- T. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes



being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

- U. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through November 7, 2027 at which time it will expire.
- V. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

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

JOE FALKENBURG, Chairman
Fall River County Commissioner

Date

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

Date

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

DAVID GRAHAM

Digitally signed by DAVID GRAHAM
Date: 2022.11.07 07:35:35 -07'00'

DAVID GRAHAM
U.S. Forest Service Grants Management Specialist

Date



Burden Statement

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

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

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

EXHIBIT A
Forest Service Agreement No. 22-MU-11020300-057

Communications Protocol

Pursuant to paragraph III.B of the Memorandum of Understanding between the Black Hills National Forest and Fall River, County Of, the following outlines a protocol to facilitate communication and coordination for the exchange of information between the County, and the U.S. Forest Service. All communication between the U.S. Forest Service and the County will be part of the U.S. Forest Service's deliberative process regarding Forest Plan Revision.

The County is entitled to a consultive relationship with the U.S. Forest Service.

Law, regulation, policy, and agency guidance require that NEPA procedures be implemented in an open, fair, and balanced manner, providing the public and the County with equal access to the U.S. Forest Service and its decision-making process.

To assure that information is being conveyed consistently. It is prudent for the County to communicate regularly with the Forest Supervisor and/or the Forest Plan Revision Team Leader. The following communication practices will be observed during the NEPA process for Forest Plan Revision:

1. Throughout the revision process, internal U.S. Forest Service information that may be available to the County is not available to the public unless prior approval is obtained from the U.S. Forest Service. The Parties expect that the U.S. Forest Service and its Forest Plan Revision Team and the County may be engaged in deliberative communications in the development of the Environmental Impact Statement (EIS). The Parties understand and agree that these deliberative communications will not be released to the public and may be exempt from release under FOIA.
2. The Forest Supervisor and/or the Forest Plan Revision Team Leader, will provide the County with periodic updates regarding milestones achieved in the analysis.
3. Any information submitted to the Forest Supervisor and/or the Forest Plan Revision Team Leader by the County for the purposes of the analysis which the County considers to be confidential information and exempt from disclosure under the Freedom of Information Act (FOIA) shall be labeled as such by the County. In the event that a member of the public submits a FOIA request which describes the County's confidential information, the U.S. Forest Service will notify the County of such a request provided under the terms of agency regulations (7 CFR § 1.2 and 43 CFR § 2.15).
4. All communications from the County to the U.S. Forest Service regarding the analyses shall be made between the County principal point of contact (or identified point of contacts at an official County Commission Meeting as recorded in the County Minutes) and the Forest Supervisor and/or the Forest Plan Revision Team Leader, unless instructed

to communicate directly with another U.S. Forest Service employee. The parties recognize that the County may need to contact representatives of the U.S. Forest Service from time to time on matters which do not relate to the analyses, and nothing in this Agreement shall limit communication on such other matters.

5. Nothing in this Agreement shall prevent the County from participating in public review of the analyses to the same extent as is permitted to any other member of the public.
6. All requests for information from the public or media shall be directed to the U.S. Forest Service. The County shall not speak for the U.S. Forest Service.



September 26, 2022

Sue Ganje, Auditor
Fall River County
906 North River St
Hot Springs, SD 57747

Dear Sue,

It was a pleasure meeting with you to review the loss control program. I appreciate your cooperation in providing important and necessary information to complete my survey.

Improvement recommendations have been developed and are enclosed in this letter. These recommendations are to assist you in your loss control efforts. When reviewing the Recommendations for Improvement, please read the disclaimer at the bottom of the attached instruction/disclaimer document. You should note that this survey was a general survey and does not replace your own internal loss control surveys and practices.

We ask that you review the recommendations with members of the board and inform us within 60 days of any actions the board decides to take for each recommendation. Both the SDML Workers' Compensation Fund and the South Dakota Public Assurance Alliance Boards of Trustees and Directors have approved giving a Loss Control Credit to pool members who respond to our Recommendations for Improvement.

If you have any questions or need more information regarding the improvement recommendations, please call me (888) 313-0839. I look forward to continuing working with you and other employees on your loss control efforts. Thank you again for your time and allowing me to be of assistance.

Sincerely,

Matt Petersen, Loss Control Representative
South Dakota Public Assurance Alliance
SDML Workers' Compensation Fund
mpetersen@safety-benefits.com
Cell Phone: 605-660-1231

Enclosure

Improvement Recommendations - SDPAA/SDML WC

for Fall River County (9/13/2022)

Jail - Brad Hanson

Name of Person _____

Completing Form: _____ Title: _____

A-JL-17g

- A 0001** It is recommended mock fire drills be performed by jail personnel periodically. This will help jail personnel become familiar with proper procedures in the event of a fire. While this does not entail actual release of prisoners, realistic conditions should be considered as part of this training exercise.

A-JL-17g

Date Completed: _____ **If Not, Target Date (Please Explain)** _____

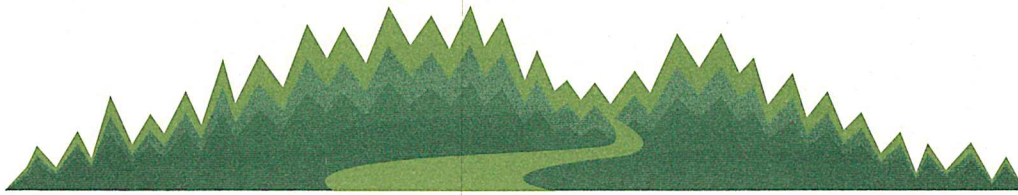
B-JL-17i

- B 0002** It is recommended pursuant to the ACA standards for Adult Local Detention Facilities an annual fire inspection be conducted by a member of the State Fire Marshal's Office or local Fire Department.

One of the mandatory sections of the ACA standards is the facility must conform to all applicable federal, state, and/or local fire safety codes (3-ALDF-2A-02).

B-JL-17i

Date Completed: _____ **If Not, Target Date (Please Explain)** _____



Black Hills Regional Multiple Use Coalition

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

October 23rd, 2022

TO: BOARD OF DIRECTORS

SUBJECT: MEETING NOTICE

The next Black Hills Regional Multiple Use Coalition, Board of Directors meeting will be Friday, October 28th, 4:00 pm, at the Spearfish Holiday Inn.

The tentative agenda items are:

- Recap September Field Trip
- Forest Plan Revision Process Updates
- OHV Enforcement
- Officer Nominations Committee
- Directors Round Robin

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

Ben Wudtke
Executive Secretary