

FALL RIVER COUNTY UNAPPROVED MINUTES OF MARCH 2, 2023

The Fall River Board of County Commissioners met in regular session on March 2, 2023. Present: Joe Allen, Les Cope, Joe Falkenburg, Heath Greenough, Deb Russell and Sue Ganje, Auditor.

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

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

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

Motion made by Russell, seconded by Allen, to approve the minutes of February 16, 2023.

Motion made by Russell, seconded by Allen, to approve the Auditor's Account with the Treasurer for January 2023 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 31st day of January 2023.

Total Amount of Deposit in First Interstate Bank, HS:	\$ 1,837,050.50
Total Amount of Cash:	\$ 914.02
Total Amount of Treasurer's Change Fund:	\$ 900.00
Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:	\$ 158,201.71
SAVINGS:	
#4) First Interstate Bank, HS:	\$ 137,819.02
#20) First National Bank of Lead-RAI MM Acct	\$ 112,048.47
CERTIFICATES OF DEPOSIT:	
#8) Black Hills Federal Credit Union, HS:	\$ 250,000.00
#14) Schwab Treasury:	\$ 954,802.53
#15) First National Bank, Lead:	\$ 318,473.31
#21) Schwab Treasury 2 Yr:	\$ 266,923.44
#22) Schwab Treasury 2 Yr:	\$ 973,593.75
#23) Schwab Treasury 2 Yr:	\$ 972,656.25
#24) Schwab Treasury 2 Yr:	\$ 2,019,656.25
#25) Schwab Treasury 3 Yr:	\$ 1,958,750.00
#26) Schwab Treasury 4 Yr:	\$ 1,022,767.03

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:

\$	-
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TOTAL \$ 10,985,091.28

Dated This 31st Day of January 2023.

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

/s/Teresa Pullen, County Treasurer of Fall River County

County Monies	\$	10,463,420.46
Held for other Entities	\$	559,277.09
Held in Trust	\$	277,658.55
TOTAL	\$	11,300,356.10

Taxes overstated by \$315,264.82 due to new software. Will be fixed by next month.

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 Cope, seconded by Russell, to approve the Joint Powers Agreement Amendment to reflect current membership.

Motion made by Russell, seconded by Allen, to approve pay raises for Austin Zimiga (Jailer), \$22.81 to \$23.00 per hour, effective January 28, 2023; Malachiah Fleming (Jailer), \$20.25 to \$21.50 per hour, plus longevity pay, \$25.00 per month, effective February 22, 2023; and Jonathan Harris (Deputy Sheriff), \$24.00 to \$24.75 per hour, effective February 22, 2023, as per union contract.

Motion made by Cope, seconded by Russell, to surplus to sell #01627, Wooden Desk and #01034, Numbering Machine, Register of Deeds.

Motion made by Russell, seconded by Allen, to surplus to junk #00062, Gray Steel Desk, #00063 Green Steel Desk, #00870, Oak Vanity with 2 doors and 2 drawers, #02175, High Back Exercise Ball Chair with Dual Wheel, #02176 and Exercise Ball Chair with Arms, Register of Deeds.

Motion made by Allen, seconded by Russell, to approve tentatively pay \$100.00 to secure the extra room for the Black Hills County Commissioner – Officials Association meeting that Fall River County is Hosting on May 12, 2023, located at 1891 Steakhouse and Bistro.

Motion made by Cope, seconded by Greenough to approve changing the second meeting date in April to accommodate for Commissioner travel to attend the 2023 SDACC Spring Workshop to April 25, 2023.

Motion made by Cope, seconded by Greenough, to approve CP 2023-03, as the applicant was below the income guidelines.

Lily Heidebrink, Director of Equalization, reported to the Board that April 25, 2023 will work well

for the first meeting of the Consolidated Board of Equalization, with April 27, 2023 as an addition date if needed.

Lyle Norton, Sheriff, reported to the Board that there are 7 males in the Fall River County Jail, with 1 male and 1 female in the Pennington County Jail.

Motion made by Russell, seconded by Allen, to approve the IDEMIA Fingerprint Machine maintenance and support agreement, in the amount of \$2,356.00.

Motion made by Russell, seconded by Greenough, to approve the Fall River County Sheriff's Office Equipment Proposal.

Motion made by Greenough, seconded by Allen, to approve the CorrectRx Contract and Pricing.

Motion made by Greenough, seconded by Russell, to approve the Rushmore Communications Recording Tray purchase, to use for recording capabilities of additional 911 Dispatch channels, in the amount of \$6,000.00.

Sheriff Norton reported to the Board that SonTech of Rapid City is installing tablets purchased by a Homeland Security Grant in Fall River County Sheriff's Office patrol vehicles. The 2 2022 Dodge vehicles will be upfitted at Marty's Tire and Auto in Oelrichs; Norton will bring this back for formal approval at a later date. Discussion was held on possible reimbursements and equipment upgrades from the US Forest Service Contract. The Sheriff's Office has also received a \$10,000.00 grant for use to supplement payroll costs for the 24/7 Office.

Frank Maynard, Emergency Management, reported to the Board that the Homeland Security meeting will be held March 21, 2023 in Rapid City. The NWS discontinued the statewide tornado drill in April. Local healthcare facilities used this drill for their annual Center for Medicaid and Medicare Services drill. Maynard is working with local facilities to conduct a drill on March 20, 2023 to satisfy that requirement. Blue Cell, LLC will conduct the four-hour Hazardous Material Awareness Training for all responders and healthcare workers; it will be paid for by a Hazardous Materials Emergency Preparedness grant. Maynard also reported on fires and incidents.

Nina Steinmetz, Weed and Pest Supervisor, reported to the Board regarding the department's fiscal year report, including revenue sources that she has received from grants and the expenditures in the past year. Discussion was also held on Hoary Cress and Salt Cedar, both noxious weeds, assistance and clean up and the desire to educate the public about mapping and controlling infested areas. Involving sending out newsletters. She encourages the public to attend the Spring Fling and the Fall River County Fair to learn more on identifying invasive weeds and native and invasive grasses. Steinmetz spoke of herbicides to control invasive items and wanted the Board to be aware that there are incoming noxious weeds/grasses from Wyoming. Steinmetz is also working on a new grant, using social media and drones more and making sure that the public has more education.

Motion made by Allen, seconded by Russell, to approve pay raise increases for Ken Oechsle and Abby Ries, part-time, \$.50 per hour, effective March 2, 2023.

Motion made by Russell, seconded by Allen, to authorize for use of Weed and Pest Board for continuing prairie dog and herbicide reimbursements.

Teresa Pullen, Treasurer, met with the Board. Motion made by Greenough, seconded by Russell, to approve hiring Anna Maciejewski, \$19.00 per hour, effective March 6, 2023, as per union contract.

Randy Seiler, Highway Superintendent, met with the Board. Motion made by Greenough, seconded by Cope, to approve the application for road approach permit on the east side of Angostura Road #1, being approximately at 4/10 of a mile South of Bunny Drive and will serve the Angostura Rural Fire Department.

Discussion was held on the possible purchase of a scale for the loader from Butler Machinery Company in the amount of \$14,814.17. The Board asked Seiler to look for cheaper options or see if a deal could be made with Simon Contractors or KD Contractors for loader use.

Motion made by Greenough, seconded by Russell, to approve purchasing corrugated metal culverts off of Beadle County bids.

Seiler updated the Board that the pickup that was ordered last year for the Highway Department won't be here until next year. The Chilson Bridge should be done by the end of June 2023. Seiler would like the commissioners to look at the secondary roads' listing and he will speak with State's Attorney Russell more on the subject as well. Discussion was also held on the Igloo Bridge.

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

GENERAL FUND

AMERICAN FAMILY ASSURANCE	AMERICAN FAMILY ASSURANCE	\$689.34
AMAZON CAPITAL SERVICES	SUPPLY	\$1,975.46
A-Z SHREDDING INC	SHREDDING	\$30.20
BOB BARKER COMPANY INC	INMATE SUPPLIES	\$3,460.42
BAUERKEMPERS INC	SERVICE	\$210.49
BLACK HILLS CHEMICAL	SUPPLY	\$275.65
BQ & ASSOCIATES, P.C., LLO	GARNISHMENT	\$131.00
BLACK HILLS R M U C	2023 DUES	\$100.00
BOSTON MUTUAL LIFE INS CO	LIFE INSURANCE	\$32.76
CENTURY BUSINESS LEASING	COPIER LEASE & USAGE	\$1,749.75
CHEYENNE SANITATION	SANITATION COLLECTION	\$376.73
COLBATH & SPERLICH, PC	CAAF/MAG/JUV	\$730.50
CREDIT COLLECTION BUREAU	COLLECTIONS	\$1,703.05
CULLIGAN SOFT WATER	RENTAL/SUPPLY	\$223.50
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$2,524.24
DIAMOND AUTOMOTIVE	SERVICE	\$1,378.13
DIV OF CHILD SUPPORT	CHILD SUPPORT	\$437.50
SD DEPARTMENT OF REVENUE	NEW MALT/WINE LICENSE	\$150.00
EFTPS	EFTPS PAYROLL TAXES	\$45,734.03
EDGEMONT YMCA	2023 BUDGET ALLOTMENT	\$3,000.00
EXECUTIVE MGMT FINANCE	BIT NETWORK FEES	\$52.75
FALL RIVER AUTO SUPPLY	PART	\$21.88
FOX LAW FIRM, PLLC	QMHP/MI	\$335.70
GALLS	UNIFORMS/SHERIFF SUPPLY	\$603.03
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$2,093.11

HEIMGARTNER, PAULA	MILEAGE	\$5.10
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$525.00
HILLYARD/SIOUX FALLS	SUPPLY	\$227.46
HOT SPRINGS ACE HARDWARE	SUPPLY	\$264.74
CITY OF HOT SPRINGS	CITY WATER BILL/UTILITY	\$1,270.60
HUSTEAD LAW OFFICE, P.C.	CAAF	\$7,033.82
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$23,150.50
JACQUELINE K PERLI	COURT REPORTER	\$14.70
LIUNA LABORERS LOCAL 620	UNION DUES	\$297.00
LARSON, VAL	QMHP/MI	\$33.00
LOCKWOOD, DARCY	QMHP/MI	\$33.00
LYNNS DAKOTAMART	INMATE SUPPLY	\$37.15
LYNN'S DAK. MART PHARMACY	INMATE PHARMACY	\$633.09
MASTEL, BRUCE	DATABASE SETUP & MONITORING	\$185.00
MCCOLLEY'S	BURIAL ASSISTANCE	\$3,700.00
MCGLUMPHY, ERIN	TRAVEL REIMBURSEMENT	\$865.73
MCLEODS OFFICE SUPPLY CO.	SUPPLIES	\$465.51
MICROFILM IMAGING SYSTEMS	SCANNING EQUIP LEASE	\$50.00
MONUMENT HEALTH	INMATE MEDICAL	\$59.26
NATIONWIDE RETIREMENT SOL	NATIONWIDE RETIREMENT	\$700.00
QUADIENT FINANCE USA, INC	POSTAGE	\$1,685.80
NEW YORK LIFE INSURANCE	NEW YORK LIFE INSURANCE	\$65.00
NORTON, TINA	CONTRACT NURSE INMATE	\$1,325.00
NOVOTNY, ROBERT	TRAVEL REIMBURSEMENT	\$32.63
CHILD SUPPORT PAYMENT CNT	CHILD SUPPORT	\$655.00
RELIANCE STANDARD LIFE	VISION PLAN	\$323.92
SDACC	2023 SPRING WORKSHOP	\$490.00
SD DEPT OF REVENUE	AUTO/MI STATE REMITT	\$60.00
SDPAA	PROPERTY INSURANCE	\$2,221.19
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$22,677.86
SERVALL	RUG SERVICE	\$450.72
SOUTHERN HILLS LAW PLLC	CAAF	\$4,766.80
STEINMETZ, NINA	TRAVEL REIMBURSEMENT	\$35.00
STURDEVANT'S AUTO VALUE	PARTS/SUPPLY	\$215.97
TTECH TRANSCENDENT TECH.	ANNUAL SOFTWARE AGREEMENT	\$26,800.00
ELECTRICAL ENGINEERING	GENERATOR ANNUAL INSURANCE	\$1,190.00
VERIZON WIRELESS	COUNTY WIRELESS PLAN	\$585.47
THOMSON REUTERS	ONLINE LAW SUBSCRIPTION	\$148.00
YANKTON CO. SHERIFF	PAPERS SERVED	\$50.00
MILES, SASHA	BLOOD DRAW	\$225.00
COMMISSIONERS	FEBRUARY SALARIES	\$4,350.00
AUDITOR'S OFFICE	FEBRUARY SALARIES	\$21,487.28
AUDITOR'S OFFICE	OVERTIME	\$107.46
TREASURER'S OFFICE	FEBRUARY SALARIES	\$21,444.24
TREASURER'S OFFICE	OVERTIME	\$307.34
STATE'S ATTORNEY'S OFFICE	FEBRUARY SALARIES	\$16,109.61

STATE'S ATTORNEY'S OFFICE	OVERTIME	\$965.07
MAINTENANCE	FEBRUARY SALARIES	\$10,774.55
MAINTENANCE	OVERTIME	\$191.12
ASSESSOR'S OFFICE	FEBRUARY SALARIES	\$16,090.14
ASSESSOR'S OFFICE	OVERTIME	\$32.33
REGISTER OF DEEDS OFFICE	FEBRUARY SALARIES	\$12,533.33
REGISTER OF DEEDS OFFICE	OVERTIME	\$119.10
VETERAN'S SERVICE OFFICE	FEBRUARY SALARIES	\$4,540.03
GIS OFFICE	FEBRUARY SALARIES	\$4,536.82
SHERIFF	FEBRUARY SALARIES	\$30,857.57
SHERIFF	OVERTIME	\$6,013.61
JAIL	FEBRUARY SALARIES	\$29,568.17
JAIL	OVERTIME	\$4,250.91
CORONER	FEBRUARY SALARIES	\$150.00
NURSE'S OFFICE	FEBRUARY SALARIES	\$3,192.00
EXTENSION OFFICE	FEBRUARY SALARIES	\$2,270.75
WEED AND PEST OFFICE	FEBRUARY SALARIES	\$4,769.55
	TOTAL FOR GENERAL FUND	\$366,234.22
COUNTY ROAD & BRIDGE		
A & B WELDING SUPPLY CO.	WELDING SUPPLIES/LEASE	\$380.88
AMERICAN FAMILY ASSURANCE	AMERICAN FAMILY ASSURANCE	\$365.50
AMAZON CAPITAL SERVICES	SUPPLY	\$72.48
BLACK HILLS ELECTRIC	UTILITY	\$73.92
BOMGAARS	SUPPLY	\$447.20
BUILDERS FIRST SOURCE	SUPPLY	\$19.83
BUTLER MACHINERY CO.	SUPPLIES/REPAIRS	\$1,486.79
CHEYENNE SANITATION	SANITATION COLLECTION	\$79.00
CREDIT COLLECTION BUREAU	COLLECTIONS	\$161.90
CITY OF EDMONT	CITY OF EDMONT WATER	\$87.40
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$630.20
FLOYD'S TRUCK CENTER	REPAIRS/PARTS	\$4,200.16
EFTPS	EFTPS PAYROLL TAXES	\$11,265.86
FALL RIVER AUTO SUPPLY	AUTO PARTS/REPAIR	\$238.35
FALL RIVER HEALTH	RANDOM DRUG TESTING	\$150.00
FORWARD DISTRIBUTING	SUPPLIES/PARTS	\$74.30
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$256.49
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$180.00
HOT SPRINGS ACE HARDWARE	SUPPLY	\$52.05
CITY OF HOT SPRINGS	CITY WATER BILL/UTILITY	\$73.33
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$7,303.00
JUSTICE FIRE & SAFETY, INC	SERVICE	\$253.75
LIUNA LABORERS LOCAL 620	UNION DUES	\$270.00
MG OIL	INVENTORY/SUPPLY	\$1,334.71
MCDANIEL	SERVICE	\$1,676.99
QUADIENT FINANCE USA, INC	POSTAGE	\$3.36
NEWMAN SIGNS INC.	SIGNAGE	\$106.55

POMP'S TIRE SERVICE INC.	PARTS	\$136.95
RELIANCE STANDARD LIFE	VISION PLAN	\$65.00
RAPID DELIVERY	DELIVERY	\$15.60
SAFETY-KLEEN SYSTEMS, INC	SUPPLIES	\$680.48
SDPAA	PROPERTY INSURANCE	\$22.75
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$5,981.28
SEILER, RANDY	CELLPHONE REIMBURSEMENT	\$75.00
SD SUPPLEMENT RETIREMENT	SUPPLEMENTAL RETIREMENT	\$40.00
STURDEVANT'S AUTO VALUE	PARTS/SUPPLY	\$983.38
HIGHWAY DEPARTMENT	FEBRUARY SALARIES	\$49,219.44
HIGHWAY DEPARTMENT	OVERTIME	\$624.46
	TOTAL COUNTY ROAD & BRIDGE	\$89,088.34

911 SURCHARGE REIMBURSEMENT

AMERICAN FAMILY ASSURANCE	AMERICAN FAMILY ASSURANCE	\$67.21
CENTURY BUSINESS LEASING	COPIER LEASE AND USAGE	\$66.38
CREDIT COLLECTION BUREAU	COLLECTIONS	\$302.86
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$317.54
EFTPS	EFTPS PAYROLL TAXES	\$6,041.14
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$764.33
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$60.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$2,486.50
LIUNA LABORERS LOCAL 620	UNION DUES	\$27.00
RELIANCE STANDARD LIFE	VISION PLAN	\$7.48
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$2,838.28
VERIZON WIRELESS	COUNTY WIRELESS PLAN	\$41.83
DISPATCH	FEBRUARY SALARIES	\$17,707.54
DISPATCH	OVERTIME	\$6,099.59
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	\$36,827.68

EMERGENCY MANAGEMENT

AMAZON CAPITAL SERVICES	SUPPLY	\$352.51
BAUERKEMPERS INC	SERVICE	\$121.36
EFTPS	EFTPS PAYROLL TAXES	\$1,837.30
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$156.78
HOT SPRINGS ACE HARDWARE	SUPPLY	\$13.66
NASASP	2023 ASSOCIATION DUE	\$39.00
QUADIENT FINANCE USA, INC	POSTAGE	\$1.17
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$669.62
ELECTRICAL ENGINEERING	GENERATOR ANNUAL INSURANCE	\$395.00
VERIZON WIRELESS	COUNTY WIRELESS PLAN	\$141.31
FR EMERGENCY MANAGEMENT	FEBRUARY SALARIES	\$6,912.22
	TOTAL FOR EMERGENCY MANAGEMENT	\$10,639.93

24/7 SOBRIETY FUND

AMAZON CAPITAL SERVICES	SUPPLY	\$54.99
EFTPS	EFTPS PAYROLL TAXES	\$334.78
24/7 OFFICE	FEBRUARY SALARIES	\$2,188.00
	TOTAL FOR 24/7 SOBRIETY FUND	\$2,577.77

TOTAL PAID BETWEEN 2/17/23 AND 3/2/23

\$505,367.90

Break was taken at 10:00 a.m. and the meeting reconvened at 10:07 a.m.

Public comment was heard from Commissioner Falkenburg stating that there had been discussion at the state level involving possibility of getting a two for 1 medical marijuana license. Also, about getting more help from the State regarding assessments and taxes. Additional comments were heard from the Board about using the local Monument Health Clinic in Hot Springs for County needs. It was reflected by the Board that there are concerns regarding electric ear tags for livestock. A concern that important issues are being overlooked at the State level. The State Representatives have been invited to the next meeting.

Motion made by Cope, seconded by Russell, to enter into executive session as per SDCL 1-25-2 (3) for legal purposes at 10:20 a.m.

The meeting resumed at 10:33 a.m.

Motion made by Allen, seconded by Greenough, to adjourn at 10:34 a.m.

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

ATTEST:

/s/Sue Ganje, Auditor

Fall River County Auditor's Office

Fall River County Proclamation

A proclamation designating March 30, 2023 as “Welcome Home Veteran’s Day”

Whereas, the Vietnam War was fought in Vietnam from 1961 to 1975, and involved North Vietnam and the Viet Cong in conflict with the United States Armed Forces and South Vietnam; and

Whereas, the United States became involved in Vietnam because policymakers in the United States believed that if South Vietnam fell to a Communist government then Communism would spread throughout the rest of Southeast Asia; and

Whereas, members of the United States Armed Forces began serving in an advisory role in the South Vietnamese in 1961; and

Whereas, as a result of the Gulf of Tonkin incidents on August 2, 1964, and August 4, 1964, Congress overwhelmingly passed the Gulf of Tonkin Resolution, on August 7, 1964, which effectively handed over war-making powers to President Johnson until such time as “peace and security” had returned to Vietnam; and

Whereas, in 1965, United States Armed Forces ground combat units arrived in Vietnam; and

Whereas, by the end of 1965, there were 80,000 United States troops in Vietnam, and by 1969 a peak of approximately 543,000 troops was reached; and

Whereas, on January 27, 1973, the Treaty of Paris was signed, which required the release of all United States prisoners-of-war held in North Vietnam and the withdrawal of all United States Armed Forces from South Vietnam; and

Whereas, on March 29, 1973, the United States Armed Forces completed the withdrawal of combat troops from Vietnam; and

Whereas, more than 58,000 members of the United States Armed Forces lost their lives in Vietnam and more than 300,000 members of the Armed Forces were wounded; and

Whereas, members of the United States Armed Forces, who served bravely and faithfully for the United States during the Vietnam War, were caught upon their return home in the crossfire of public debate about the involvement of the United States in the Vietnam War; and

Whereas, it was also the first time in history America failed to welcome its veterans back as heroes; and

Whereas, the establishment of a “Welcome Home Vietnam Veterans Day” would be an appropriate way to honor those members of the United States Armed Forces who served in Vietnam during the Vietnam War; and

Whereas, Hot Springs, SD, in Fall River County is known as the Veterans Town; and

Now, therefore be it resolved that the Fall River County Commissioners do hereby recognize March 30, 2023 as “Welcome Home Vietnam Veterans Day”. The Fall River County Commissioners further honors and recognizes the contributions of veterans of the Armed Forces who served in Vietnam.

Dated this 16th day of March, 2023.

Joe Falkenburg, Chairman
Fall River County Commission

Attest:

Sue Ganje, County Auditor



*Emergency Management
Fall River County*

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

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



Date: March 16, 2023

Subj: Commission Update:

1. **Homeland Security Meeting:** The Region 4 HLS meeting is scheduled for March 21, 2023 in Rapid City. We will be having the local priority meeting prior to that date. Fall River County has four applicants.
2. **Tornado Drill:** The NWS has discontinued the statewide tornado drill in April. The local healthcare facilities used this drill for their annual CMS (Center for Medicaid and Medicare Services) drill. We are working with the local facilities to conduct a drill on March 20th, between 9:30a – 10a. The message will be sent out using the Code Red system and the Siren will be activated to satisfy that requirement. This is being organized by the SD Healthcare Coalition, Black Hills Chapter.
3. **Hazardous Materials Awareness Training:** The date for the training will be May 10th, 2023 starting at 6p in the South Annex.
4. **Air Compressor:** The Hot Springs Fire Department utilizes compressed gas cylinders to fill SCBA bottles. When the cylinders reach a certain level due to filling bottles, they must replace the cylinders. The fire department would like to purchase a grade D air compressor to fill SCBA bottles. If this unit were to be purchased, the department would be able to fill bottles for all departments in Fall River County. The fire department is asking the county for money to help in purchasing the compressor.
5. **Fires & Incidents:**
 1. 3/5/2023: Vehicle accident: Sig. 2 Hwy 18/385, North of the airport: Fall River Sheriff, Hot Springs Fire, Hot Springs Ambulance and SD Hwy Patrol.
 2. 3/8/2023: Sig. 1 Rollover (Fatality): Hwy 385/18 mm 47. Hot Springs Fire, Fall River Sheriff, Hot Springs Ambulance and SD Hwy Patrol.
 3. 3/11/2023: Fire: Hay Burning, 3 miles N. of Oelrichs: Oelrichs Fire.

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

FALL RIVER COUNTY RESOLUTION #2023 – 13

SECTION 1: DATA AVAILABLE FOR PURCHASE

CERTIFIED DATABASE: The most current March 1st data, this database includes:

- Parcel ID number
- Full & True values divided by type (building, land, mobile home, ag building exemption) and divided by classification (Ag, Non-Ag, and Owner-occupied).
- Legal description
- Acres
- Owner Name
- Name of Contract holder (if applicable)
- Mailing address
- Parcel General Location (Urban or Rural)
- Parcel General Class (Residential, Commercial, Ag land, Ag Dwelling, etc)
- Physical Address

All information in the certified database reflects the condition of a property as of the November 1st immediately prior to the March 1st assessment date, the exceptions are ownership names and contact information. Ownership and contact information is updated as long as possible before the March 1st date. Generally, ownership and contact information will be current as of February 1st of that year.

WORKING DATABASE: The most current ownership and legal description database, generally about 4-6 week behind document filing, longer delays from November 1st to March 1st.

- Parcel ID number
- Legal description
- Acres
- Owner Name
- Name of Contract holder (if applicable)
- Mailing address
- Parcel General Location (Urban or Rural)
- Parcel General Class (Residential, Commercial, Ag land, Ag Dwelling, etc)
- Physical Address

All information in the working database reflects the most recent sales and plats that have been processed. Processing times vary but most sales and plats are processed within 4-6 weeks after the filing date. Values are not included in the working database.

TAX DATABASE: The most recent tax file for taxes issued in January of that year.

- Parcel ID number
- Bill number
- Taxpayer Name
- Abbreviated Legal
- Tax amount first half & second half
- Tax amount still due with or without penalties
- Payment dates

SALES DATABASE: Sales between two dates up to 2 years apart.

- Sale Sequence Number
- Sale Transfer Number
- AG or NA
- Section, Township & Range (Rural Properties)
- Acres
- Legal Description (Partial)
- Sale Date
- Sale Price
- Parcel ID number (main parcel)
- Instrument Type
- Reject/Good Sale

SECTION 2: FORMAT

Files will be provided in an electronic format; cvs, xml, dbf, or another similar file type depending on which system is being downloaded.

SECTION 3: PAYMENT

A processing fee of \$250 will be charged for each database requested (Certified, Working, Tax). A processing fee of \$75 will be charged for each Sales database request. Requestors may pay by cash or check. Requestors may also pay by credit card with the addition of the credit card processing fee. Payment must be received before database files will be produced.

Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

Sue Ganje, Fall River County Auditor



2727 N Plaza Dr.
Rapid City, SD 57702

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

Quote
No.: **69470**
Date: 3/9/2023

Prepared for:

Carol Boche (605) 745-3866
Fall River County States Attorney
1037 N River
Hot Springs, SD 57747 USA

Account No.: 1691
Phone: (605) 745-3866

Qty	Description	UOM	Sell	Total
1	HP Elitebook 850 G8 - i7 1185G7 Processor - 16GB RAM, 256GB SSD, WiFi/Bluetooth TPM, Webcam, 15.6" Full HD Display, Win11 - 1x HDMI, 3yr. Warranty	EA	\$1,470.59	\$1,470.59
1	HP USB-C Dock G5 Essential Dock - 120 W - 3 Displays Supported - 4x USB Type-A Ports - 1x USB Type-C Ports - 1x RJ-45 Port	EA	\$197.75	\$197.75
1	PC Configuration and Installation	EA	\$875.00	\$875.00

Your Price: **\$2,543.34**

Total: **\$2,543.34**

Prices are valid for 30 days from quote date.

Prepared by: Chris Bernard, chrisbernard@goldenwest.com

Date: 3/9/2023

Accepted by: _____

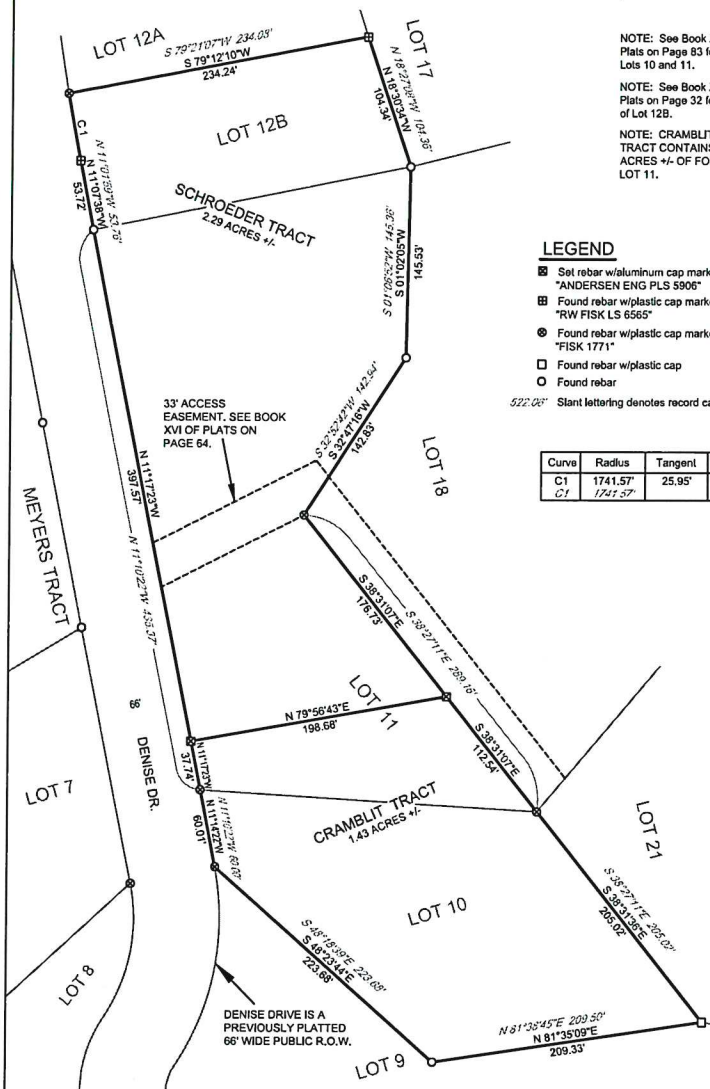
Date: _____

Disclaimer

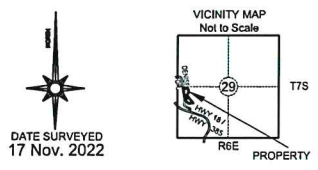
Unless otherwise specified, all labor is charged on a time and materials basis. Any additional service charge or travel will apply. Any quoted cable runs assume that there is an available cable pathway; if not, additional charges may apply. Applicable taxes and/or shipping charges may be added to the invoice.

Terms: A 30% down payment may be required for sales of \$10,000 or more, with the balance due 15 days from the invoice date. Large, long-term projects are subject to progress billing.

A PLAT OF
SCHROEDER TRACT AND CRAMBLIT TRACT OF EAGLE VALLEY
SUBDIVISION, LOCATED IN THE NW1/4 SW1/4 OF SECTION 29, T7S, R6E,
BHM, FALL RIVER COUNTY, SOUTH DAKOTA
 FORMERLY LOTS 10, 11 AND 12B



NOTE: See Book XIX of Plats on Page 83 for plat of Lots 10 and 11.
 NOTE: See Book XXVI of Plats on Page 32 for plat of Lot 12B.
 NOTE: CRAMBLIT TRACT CONTAINS 0.33 ACRES +/- OF FORMER LOT 11.



LEGEND

- Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
- Found rebar w/plastic cap marked "RW FISK LS 6565"
- Found rebar w/plastic cap marked "FISK 1771"
- Found rebar w/plastic cap
- Found rebar
- 322.06'* Slant lettering denotes record calls

BASIS OF BEARING - GPS OBSERVATION
 taken on the NW corner of Schroeder Tract.
 OPUS STATIC SOLUTION NAD83(2011)
 LAT: 43°24'40.90241"
 LONG: -103°26'24.33728"

NOTE: 8' WIDE UTILITY AND MINOR DRAINAGE EASEMENTS ON THE INTERIOR SIDE OF ALL SIDE AND REAR LOT LINES

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	1741.57'	25.95'	51.90'	1°42'28"	3°17'24"	51.89'	N 10°31'45" W
C1	1741.57'	25.95'	51.84'	1°42'28"	3°17'24"	51.84'	N 10°19'13" W

CERTIFICATE OF COUNTY TREASURER
 I, Fall River County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.
 Dated this ___ day of ___, 2023.

 Fall River County Treasurer

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION
 I, Director of Equalization of Fall River County, do hereby certify that my office has been furnished with a true copy of the within plat.
 Dated this ___ day of ___, 2023.

 Director of Equalization of Fall River County

CERTIFICATE OF HIGHWAY AUTHORITY
 It appears that every lot has an acceptable approach location onto a public road and the location of the intersection(s) of the proposed subdivision road(s) with the existing public road(s) is hereby approved.
 Date: _____

 Highway Authority

CERTIFICATE OF SURVEYOR
 I, John D. McBride, Registered Land Surveyor No. 5906 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.
 Dated this ___ day of ___, 2023.

 John D. McBride, SDRLS No. 5906

STATE OF _____ COUNTY OF _____
 We, Darwin Schroeder (A.K.A. Darwin L. Schroeder) and Gwendolyn Schroeder (A.K.A. Gwendolyn K. Schroeder) do hereby certify that we are the owners of the within described lands and that the within plat was made at our direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2023.

 Darwin Schroeder (A.K.A. Darwin L. Schroeder) _____
 Gwendolyn Schroeder (A.K.A. Gwendolyn K. Schroeder)

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF _____ COUNTY OF _____
 On this ___ day of ___, 2023, before me, a Notary Public, personally appeared Darwin Schroeder (A.K.A. Darwin L. Schroeder) and Gwendolyn Schroeder (A.K.A. Gwendolyn K. Schroeder), known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public _____ My commission expires _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
 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 ___ day of ___, 2023.

 Chairperson, Fall River County Board of Commissioners

STATE OF _____ COUNTY OF _____
 We, Michael Cramblit and Dagny Cramblit, do hereby certify that we are the owners of the within described lands and that the within plat was made at our direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2023.

 Michael Cramblit _____
 Dagny Cramblit

CERTIFICATE OF COUNTY AUDITOR
 I, Fall River County Auditor, do hereby certify that the above Instrument is a true and correct copy of the resolution adopted by the Board of County Commissioners of Fall River County, South Dakota, at a meeting held on the ___ day of ___, 2023.

 Fall River County Auditor

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF _____ COUNTY OF _____
 On this ___ day of ___, 2023, before me, a Notary Public, personally appeared Michael Cramblit and Dagny Cramblit, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public _____ My commission expires _____

OFFICE OF THE REGISTER OF DEEDS
 Filed for record this ___ day of ___, 2023, at ___ o'clock ___ M, and recorded in Book _____ of Plats on page _____.

 Fall River County Register of Deeds

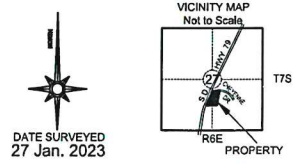
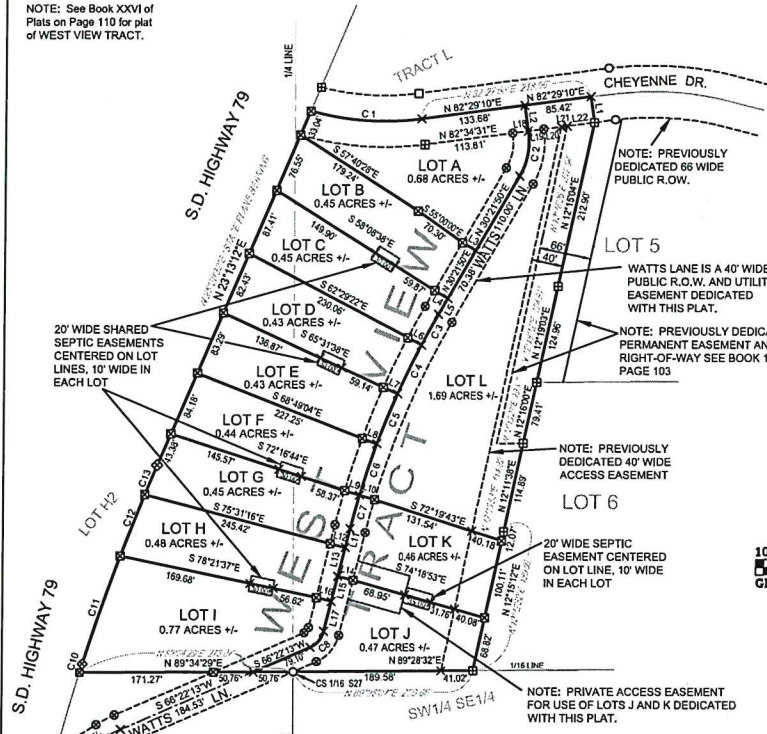
Prepared by

ANDERSEN ENGINEERS
Land Surveyors

Drawn by DR/RW	Date 11/22/2022	P.O. Box 446 Edgemont, SD 57735 (605)-662-5500
Approved by McB	Date 11/22/2022	anderseneengineers@gwic.net
Scale 1"=60'	Sheet 1 of 1	File Name: L11_EAGLE_VALLEY

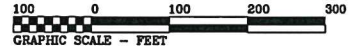
A PLAT OF
**LOTS A, B, C, D, E, F, G, H, I, J, K, AND L, ALL OF WEST VIEW
 SUBDIVISION, LOCATED IN THE NE1/4 SW1/4 AND NW1/4 SE1/4 OF
 SECTION 27, T7S, R6E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA**
 FORMERLY WEST VIEW TRACT

NOTE: See Book XXVI of
 Plats on Page 110 for plat
 of WEST VIEW TRACT.



BASIS OF BEARING - GPS OBSERVATION
 taken N 12°15'12" E 181.00' from the SE
 corner of Lot J.
 OPUS STATIC SOLUTION NAD83(2011)
 LAT: 43°24'31.99356"
 LONG: -103°23'27.27787"

- LEGEND**
- Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
 - Set rebar w/plastic cap marked "ANDERSEN ENG PLS 5906"
 - ▣ Found rebar w/aluminum cap marked "ANDERSEN PLS 2642"
 - Found rebar w/plastic cap marked "ANDERSEN PLS 2642"
 - ◆ Found rebar w/aluminum cap marked "DOT"
 - Found rebar
 - × angle point not monumented
 - Slant lettering denotes record calls



Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	358.25	72.89'	143.81'	23°00'11"	15°59'38"	142.85'	S 86°10'55" E
C2	85.00	30.84'	59.18'	39°52'48"	67°24'24"	57.38'	S 10°25'26" W
C3	1047.71	22.23'	44.46'	2°25'52"	5°28'07"	44.46'	S 29°05'54" W
C4	1047.71	34.48'	68.94'	3°46'12"	5°28'07"	68.93'	S 26°02'51" W
C5	1047.71	34.50'	68.98'	3°46'20"	5°28'07"	68.96'	S 22°16'38" W
C6	1047.71	34.40'	68.78'	3°45'41"	5°28'07"	68.77'	S 18°30'35" W
C7	1047.71	22.21'	44.41'	2°25'42"	5°28'07"	44.40'	S 15°34'54" W
C8	30.00	14.69'	29.37'	52°10'10"	190°59'09"	26.38'	S 40°17'08" W
C9	150.00	11.66'	23.26'	8°53'10"	38°11'50"	23.24'	S 61°50'38" W
C10	2691.30	5.70'	11.39'	0°14'33"	2°07'44"	11.39'	N 17°21'14" E
C11	2691.30	72.81'	145.56'	3°05'58"	2°07'44"	145.56'	N 19°01'29" E
C12	2691.30	42.01'	84.01'	1°47'19"	2°07'44"	84.01'	N 21°28'07" E
C13	2691.30	20.33'	40.65'	0°51'55"	2°07'44"	40.65'	N 22°47'44" E

Course	Bearing	Distance
L1	S 07°36'10" E	33.09'
L2	S 07°30'50" E	32.96'
L3	S 59°38'10" E	20.00'
L4	S 59°38'10" E	20.00'
L5	S 30°21'50" W	23.74'
L6	S 62°04'02" E	20.00'
L7	S 65°50'15" E	20.00'
L8	S 69°36'34" E	20.00'
L9	S 73°22'15" E	20.00'
L10	S 73°22'15" E	20.00'
L11	S 14°12'03" W	24.62'
L12	S 75°47'57" W	20.00'
L13	S 14°12'03" W	31.73'
L14	S 75°47'57" E	20.00'
L15	S 14°12'03" W	32.96'
L16	S 75°47'57" E	20.00'
L17	S 14°12'03" W	39.80'
L18	N 62°34'31" E	20.02'
L19	N 62°34'31" E	20.02'
L20	N 82°34'31" E	22.97'
L21	N 82°34'31" E	7.43'
L22	N 82°34'31" E	35.06'

CERTIFICATE OF SURVEYOR
 I, John D. McBride, Registered Land Surveyor No. 5906 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.
 Dated this ___ day of ___, 2023.

John D. McBride, SDRLS No. 5906

CERTIFICATE OF COUNTY TREASURER
 I, Fall River County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.
 Dated this ___ day of ___, 2023.

Fall River County Treasurer

STATE OF _____ COUNTY OF _____
 We, Rodney Watts and Jennifer Watts, do hereby certify that we are the owners of the within described lands and that the within plat was made at our direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2023.

Rodney Watts
 Jennifer Watts

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF _____ COUNTY OF _____
 On this ___ day of ___, 2023, before me, a Notary Public, personally appeared Rodney Watts and Jennifer Watts, known to me to be the person(s) described in the foregoing Instrument, and acknowledged to me that they signed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
 My commission expires _____

APPROVAL OF ACCESS BY ROAD AUTHORITY
 The location of the existing access to the Highway or Street as shown herein is hereby approved. This access approval does not replace the need for any permits required by law, Including Administrative Rule of South Dakota 70:09:01:02.
 Dated this ___ day of ___, 2023

SDDOT Authority

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
 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 ___ day of ___, 2023.

Chairperson, Fall River County Board of Commissioners

CERTIFICATE OF COUNTY AUDITOR
 I, Fall River County Auditor, do hereby certify that the above instrument is a true and correct copy of the resolution adopted by the Board of County Commissioners of Fall River County, South Dakota, at a meeting held on the ___ day of ___, 2023.

Fall River County Auditor

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION
 I, Director of Equalization of Fall River County, do hereby certify that my office has been furnished with a true copy of the within plat.
 Dated this ___ day of ___, 2023.

Director of Equalization of Fall River County

OFFICE OF THE REGISTER OF DEEDS
 Filed for record this ___ day of ___, 2023, at ___ o'clock ___ M, and recorded in Book ___ of Plats on page ___.

Fall River County Register of Deeds

Prepared by
ANDERSEN ENGINEERS
Land Surveyors

Drawn by DR/RW	Date 2/1/2023	P.O. Box 448 Edgemont, SD 57735 (605)-662-5500
Approved by McB	Date 2/1/2023	andersenengineers@gwcc.net
Scale 1"=100'	Sheet 1 of 1	File Name: WEST_VIEW_SUB_RD

FAXED BID: 6057454188

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

DATE: 3/1/2023

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

BID FOR: Approx. 8,000 Gallons #1 DYED DSL

AMOUNT OF BID: \$ 3.99 / gallon
(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 10:00 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

*** AWARDED ***

FAX:
EMAIL: MKulish@mgoil.com

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

DATE: 3/1/2023

FROM: MG OIL **PHONE: 605-343-5984**

BID FOR: Approx. 8,000 Gallons #1 DYED DSL

AMOUNT OF BID: _____
(This bid includes all appropriate taxes and fees)

Signed By: _____

Note: all bids must be received in the Fall River County Highway Dept. office at the above number before 10:00 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

FAXED BID:

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

DATE: 3/1/2023

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

BID FOR: _Approx 8,000 Gallons DSL#1 DYED

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

Signed By: _____ NO BID _____ Crissy Office Mgr. _____

Note: all faxed bids must be received in the Fall River County Highway Dept. office at the above number before 10:00 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

FROM DATE: 02/01/2023
TO DATE: 02/28/2023

FALL RIVER COUNTY HIGHWAY DEPT
UNPAID ACCOUNTS RECEIVABLES BY FUND

CREATE DATE: 03/02/2023
PAGE: 1 OF 1

FUND	RECCODE	RECNAME	AMOUNT
701 INVENTORY ITEMS	CHFUEL	COURT HOUSE FUEL	306.09
	CITY F	CITY OF HS/ FUEL/GAS	1,888.23
	COUNTY	SHERIFF'S DEPARTMENT FUEL	2,792.16
	WEED	WEED DEPT	144.66
		FUND TOTALS ==>	5,131.14

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: 3/2/2023

COURT HOUSE ...FUEL/GAS PURCHASES:

(All Departments)

FROM DATE: 2/01/2023

THROUGH DATE: 2/28/2023

GALLONS: 87.60

TOTAL: \$306.09

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

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

Date: 3/2/2023
SHERIFF'S DEPARTMENT GAS PURCHASES:
FROM DATE: 2/1/2023
THROUGH DATE: 2/28/2023
TOTAL GALLONS: 799.10
TOTAL: \$2792.16

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: 3/2/2023
WEED BOARD FUEL PURCHASES:
FROM DATE: 2/01/2023
THROUGH DATE: 2/28/2023
GALLONS: 41.40
TOTAL: \$144.66

1. **Acceptance.** This Agreement is subject to final acceptance by Seller in its sole discretion. Seller reserves the right to accept or reject this Agreement and shall not be required to give any reason for non-acceptance. This Agreement, when accepted by Seller, shall become a binding contract but shall be subject to strike, lock-outs, accidents, fire, delays in manufacture or transportation, acts of God, embargos, or governmental or administrative action or any other causes beyond the control of Seller whether the same as or different from the matters and things herein before specifically enumerated, and any of said causes shall absolutely absolve Seller from any liability to Purchaser under the terms hereof. Seller's acceptance of this Agreement shall be limited to the express terms and conditions set forth herein.

2. **Security Interest.** Unless the equipment covered hereby (the "Equipment") is paid for in full in cash at time of delivery, Purchaser grants and Seller retains a continuing security interest in the Equipment in accordance with the Uniform Commercial Code ("UCC"), together with all and any substitutions, additions or accessions, and in any and all proceeds from the use, sale, exchange or disposal thereof. Purchaser authorizes Seller at any time to file in any relevant jurisdiction any financing statements as provided by the UCC relating to the Equipment for the purpose of perfecting, confirming, continuing, enforcing or protecting its security interest in the Equipment. Purchaser further agrees to execute and deliver to Seller any other promissory notes or evidences of indebtedness that may be requested by Seller. However, any such note shall be evidence of indebtedness only and is not to be considered or construed to be payment for said Equipment.

3. **Taxes.** Purchaser will promptly pay to Seller any taxes that Seller is required to collect with respect to this Agreement including, but not limited to, sales, use, value added, personal property and similar taxes ("Taxes"). For any Taxes from which Purchaser claims exemption, Purchaser shall provide Seller with properly completed exemption certificates and any documentation needed to validate the exemption. If Purchaser fails to provide an appropriate exemption certificate and supporting documentation, as determined by Seller, Purchaser will remain liable for all such Taxes and will indemnify Seller for any liability related to the same.

4. **Risk of Loss/Delivery.** Seller's responsibility and liability for the Equipment ceases upon delivery of the Equipment to Purchaser or to a carrier for shipment to Purchaser and Purchaser shall bear the risk of loss at such point, including, but not limited to, any claims for damages, delays or shortages occurring thereafter, all of which shall be made by the Purchaser directly to the carrier. Purchaser shall make any claims against the Seller within fifteen days after delivery. At the time of delivery, Purchaser shall be required to execute a Delivery and Acceptance Certificate. Purchaser agrees that any apparent agent at the point of delivery is authorized to accept delivery of the Equipment and execute the Delivery and Acceptance Certificate.

5. **Insurance.** If the Equipment is not paid for in full at time of delivery, Purchaser shall, at Purchaser's cost, keep the Equipment insured against all risks and perils customarily covered under "all risk" policies including, but not limited to, loss or damage by theft, vandalism, malicious mischief, fire, flood, windstorm, and explosion, and with an extended coverage endorsement covering all such other risks and perils in an amount satisfactory to Seller in which Seller is named as a loss payee, and shall furnish proof of such coverage satisfactory to Seller, which shall not be cancellable without thirty day's written notice to Seller.

6. **Purchaser's Representations and Warranties.** To induce Seller to enter into this Agreement, Purchaser represents, warrants and covenants as follows: (a) if Purchaser is a corporation, limited liability company, limited liability partnership or similar entity, then it is duly organized, existing and in good standing under the laws of the state of its incorporation or organization and it has full power and authority to enter into this Agreement and the execution, delivery and performance of this has been duly authorized; (b) if Purchaser is a general partnership, then it has full power and authority to enter into this Agreement and the execution, delivery and performance of this Agreement has been duly authorized by all of the partners of the partnership; (c) if Purchaser is an individual, then he or she has full power and authority to enter into this Agreement; (d) this Agreement has been duly entered into and delivered and constitutes a legal, valid and binding obligation of Purchaser enforceable in accordance with its terms; and (e) all financial statements, certificates or other information submitted to Seller concerning Purchaser's financial condition, are in all respects accurate, true and complete.

7. **Events of Default.** Purchaser will be in default under this Agreement, without necessity for demand or notice, if any one or more of the following occurs before the Equipment is paid for in full: (a) if Purchaser fails to accept delivery of any of the Equipment; (b) Purchaser fails to make a payment when due; (c) if the Equipment is levied on, seized or attached; (d) if Purchaser sells or disposes of any of the Equipment without Seller's permission; (e) if any default shall occur under any other agreement between Seller and Purchaser; (f) any individual Purchaser dies or is declared incompetent; (g) any Purchaser who is a legal entity merges, dissolves, reorganizes, or terminates its business or existence; (h) Purchaser fails to keep any promise, representation or warranty contained in this Agreement; (i) Purchaser becomes insolvent, is generally unable to pay its debts when due, dissolves, assigns its assets for the benefit of its creditors, or becomes the subject of a bankruptcy, receivership, or insolvency proceeding; (j) Purchaser sells all or substantially all of its assets or property; (k) Purchaser shall suffer a material adverse change in its financial condition or operations; or (l) any other event occurs or fact appears that causes Seller to deem itself insecure, or impairs the prospect of payment or realization upon the collateral.

8. **Remedies.** In the event of a Default, Seller may, at its option, exercise any or all of the following rights and remedies, all of which shall be cumulative to the greatest extent permitted by applicable law: (a) if the default results from Purchaser's failure to do or perform any of the acts, or things required to be done by Purchaser under the terms of this Agreement, Seller may do and perform any such acts on the Purchaser's behalf, and all money advanced or paid by Seller in doing so shall be added to and be deemed a part of the balance due hereunder; (b) Seller may terminate this Agreement; (c) Seller may exercise any and all rights Seller may have under the Uniform Commercial Code or other applicable law; (d) Seller may require Purchaser to store the Equipment, at Purchaser's own cost and risk, on behalf of Seller, and such storage shall be in such a manner as to prevent any deterioration of the Equipment, and shall be for a reasonable time pending the sale or other disposition of the Equipment. In the event Seller seeks to take possession of any or all of the Equipment by court process, Purchaser further irrevocably waives to the fullest extent permitted by law any bonds and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession and said retaking shall not be deemed rescission of this Agreement. Waiver by Seller of any Default shall not be deemed a waiver of any other Default. Purchaser agrees to pay all collection and repossession costs, reasonable attorneys' fees, legal expenses and court costs incurred by Seller in connection any Default or otherwise enforcing this Agreement.

9. **LIABILITY LIMITATION.** PURCHASER AGREES THAT PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER SHALL BE AS CONTAINED IN ANY EXPRESS WRITTEN WARRANTY ISSUED BY SELLER, IF ANY. IN NO EVENT SHALL SELLER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OF PROPERTY OR EQUIPMENT, DOWNTIME, LOSS OF THIRD PARTY CONTRACTS OR LOST CROP OR OTHER PRODUCTION, REGARDLESS OF WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SELLER'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY) FOR DAMAGES OR LOSS, SHALL IN NO EVENT EXCEED THE AMOUNT PURCHASER PAID TO SELLER FOR THE EQUIPMENT TO WHICH THE LIABILITY RELATES. PURCHASER RECOGNIZES THAT THE PRICING ASSOCIATED WITH EQUIPMENT REFLECTS THIS ALLOCATION OF RISK AND IS THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATIONS SHALL BE VALID AND ENFORCEABLE, NOTWITHSTANDING ANY ALLEGED FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED REMEDIES SET FORTH HEREIN. ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE EQUIPMENT WILL BE BARRED UNLESS A LEGAL PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM DELIVERY OF THE EQUIPMENT TO PURCHASER.

10. **Used Equipment Warranty.** The terms and conditions of any used equipment warranty provided by Seller shall be as set forth in a separate written "Used Protection Plan" executed by Seller and Purchaser and shall be subject to the following additional terms: (a) the cost, if any, of transporting said used machine from and to the Seller's place of business shall be paid by the Purchaser; (b) any such used equipment is void unless claim is made by Purchaser to Seller within three (3) days after discovery of the defect upon which the claim is based; and (c) Seller shall only be obligated to make warranty repairs during regular working hours at regular time labor rates. If, at the request of Purchaser, such warranty repairs are performed during overtime hours, Purchaser shall pay the difference between the applicable overtime rates and Seller's regular time rates.

11. **Indemnification.** Purchaser shall defend, indemnify and hold harmless Seller, its subsidiary and affiliated companies, their officers, agents and employees, from and against all loss liability, claim, action or expense including reasonable attorney's fees by reason of bodily injury including death, and property damage, sustained by any person or persons including, but not limited to, employees of Purchaser, as a result of Purchaser's maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of Equipment or Purchaser's failure to comply with the terms and conditions of this Agreement.

12. **Waivers.** Any forbearance, failure or delay by Seller in the exercise of any right, power or remedy hereunder shall not be deemed to be a waiver of any such right, power or remedy, and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof. Every right, power and remedy of Seller shall continue in full force and effect until such right, power or remedy is specifically waived in writing by Seller.

13. **General.** It is agreed that (a) time is of the essence; (b) Seller may assign this Agreement to any of its affiliated entities without prior notice to Purchaser; (c) Purchaser may not assign this Agreement without Seller's consent, which may be withheld at Seller's sole discretion; (d) this Agreement constitutes the entire agreement between Purchaser and Seller in respect to the Equipment and it is expressly agreed that there are no promises or understandings outside of this Agreement and that no agent or salesperson has authority to obligate Seller to any undertakings, conditions or terms not contained herein; (e) this Agreement and all matters relating to the Equipment shall be governed by the laws of North Dakota; (f) this Agreement may be signed by facsimile, PDF, DocuSign or other electronic means and such signatures shall be as binding on the party providing the same as original signatures; (g) should any portion of this Agreement be declared invalid under applicable law or regulation, the remaining provision hereof shall remain in full force and effect.

14. **DATA SHARING.** CUSTOMER DATA MAY BE COLLECTED AND TRANSMITTED TO CATERPILLAR INC., AGCO, OTHER MANUFACTURING PARTNERS, THEIR AFFILIATES AND/OR ITS DEALERS, INCLUDING SELLER, BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES RECEIPT AND REVIEW OF (A) BUTLER MACHINERY COMPANY'S DATA AND PRIVACY POLICY INCORPORATED HEREIN BY REFERENCE AND AVAILABLE AT <https://www.butlermachinery.com/policy>; (B) THE CATERPILLAR INC. DATA GOVERNANCE STATEMENT AVAILABLE AT <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>; (C) THE AGCO PRIVACY STATEMENT AVAILABLE AT <https://www.agcocorp.com/privacy.html>; (D) THE CLAAS DATA PROTECTION NOTICE AVAILABLE AT <https://www.claasofamerica.com/company-careers/claas-of-america/legal-data/dataprotection>; (E) THE RAVEN PRIVACY POLICY AT <https://ravenind.com/privacy>; AND THE TRIMBLE PRIVACY CENTER AT <https://www.trimble.com/corporate/privacy.aspx>. THE AFOREMENTIONED DOCUMENTS ARE INCORPORATED BY REFERENCE AS IF FULLY RESTATED HEREIN.

15. **Emissions.** Purchaser represents and warrants that the Trade In Equipment meets all required state and federal emission qualifications and has not been modified.

16. **Trade-In Equipment.** In connection with the Sales Agreement, Purchaser proposed to sell to Seller certain "Trade-In Equipment" identified therein, in exchange for a credit in the amount of value set forth therein or to-be-set forth therein (less payoffs of all claims, liens, mortgages and security interests encumbering the same), which value has been or will be determined based on the Surveyed Condition (defined below), to be applied toward the purchase price for the Equipment Ordered/Purchased to be sold by Seller to Purchaser pursuant to the Sales Agreement, all subject to the terms and conditions of the Sales Agreement and this Rider. Seller has had or will have the "Trade-In Equipment" surveyed by an employee or agent of Seller to determine, among other things, the assumed condition and hours of the Trade-In Equipment (and all components thereof) (the "Surveyed Condition") that are assumed for the anticipated date of Seller's taking delivery of the Trade-In Equipment from Purchaser, which will be the same date anticipated for Seller's delivery of the Equipment Ordered/Purchased to Purchaser. The Surveyed Condition forms the basis of Seller's determination of the trade-in value (and a material inducement for Seller offering the same). To receive a copy of the images utilized in establishing the trade in equipment's valuation, please contact your Butler Machinery salesperson. If Seller (in its commercially reasonable judgment) determines at any time that actual condition of the Trade-In Equipment (whether as of the actual date of Seller's taking delivery of the Trade-In Equipment or any time prior thereto) deviates or will deviate from the Surveyed Condition in any material respect (a "Material Deviation"), then the trade-in value shall be reduced by the amount determined by Seller in its commercially reasonable judgment to represent the diminishment in the trade-in value of the Trade-In Equipment as a result of such Material Deviation(s); provided, if Seller determines that such Material Deviation(s) renders the Trade-in Equipment unsellable, unsalvageable or otherwise valueless to Seller, results in a trade-in-value less than the amounts necessary to payoff all claims, liens, mortgages and security interests encumbering the same, or could result in any potential loss or liability to Seller of any kind or amount, then, in any such case, Seller may elect to not purchase the Trade-In Equipment (and Purchaser shall retain possession of the same). "Material Deviation(s)" may include, by way of example and without limitation, any one or more of the following conditions or occurrences: any increase in hours, or any wear or tear (including ordinary wear or tear), damage, casualty or any other loss, or impairment in the performance, legal compliance or value of the Trade-In Equipment. Purchaser shall promptly notify Seller of any Material Deviation caused by or known to Purchaser. Purchaser shall remain obligated to purchase the Equipment Ordered/Purchased pursuant to the Sales Agreement notwithstanding any reduction in trade-in value (or election to not purchase the Trade-In Equipment) as a result of any such Material Deviation(s). Further, if, as of the time of a determination of a Material Deviation, Seller has previously credited to Purchaser (or paid to creditors on Purchaser's behalf) any amount of the trade-in value initially established based on the Surveyed Condition in excess of the reduced trade-in value resulting from such Material Deviation(s), then Purchaser shall immediately reimburse Seller for the total amount of such excess previously paid or credited by Seller.

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1. **Acceptance.** This Agreement is subject to final acceptance by Seller in its sole discretion. Seller reserves the right to accept or reject this Agreement and shall not be required to give any reason for non-acceptance. This Agreement, when accepted by Seller, shall become a binding contract but shall be subject to strike, lock-outs, accidents, fire, delays in manufacture or transportation, acts of God, embargos, or governmental or administrative action or any other causes beyond the control of Seller whether the same as or different from the matters and things herein before specifically enumerated, and any of said causes shall absolutely absolve Seller from any liability to Purchaser under the terms hereof. Seller's acceptance of this Agreement shall be limited to the express terms and conditions set forth herein.

2. **Security Interest.** Unless the equipment covered hereby (the "Equipment") is paid for in full in cash at time of delivery, Purchaser grants and Seller retains a continuing security interest in the Equipment in accordance with the Uniform Commercial Code ("UCC"), together with all and any substitutions, additions or accessions, and in any and all proceeds from the use, sale, exchange or disposal thereof. Purchaser authorizes Seller at any time to file in any relevant jurisdiction any financing statements as provided by the UCC relating to the Equipment for the purpose of perfecting, confirming, continuing, enforcing or protecting its security interest in the Equipment. Purchaser further agrees to execute and deliver to Seller any other promissory notes or evidences of indebtedness that may be requested by Seller. However, any such note shall be evidence of indebtedness only and is not to be considered or construed to be payment for said Equipment.

3. **Taxes.** Purchaser will promptly pay to Seller any taxes that Seller is required to collect with respect to this Agreement including, but not limited to, sales, use, value added, personal property and similar taxes ("Taxes"). For any Taxes from which Purchaser claims exemption, Purchaser shall provide Seller with properly completed exemption certificates and any documentation needed to validate the exemption. If Purchaser fails to provide an appropriate exemption certificate and supporting documentation, as determined by Seller, Purchaser will remain liable for all such Taxes and will indemnify Seller for any liability related to the same.

4. **Risk of Loss/Delivery.** Seller's responsibility and liability for the Equipment ceases upon delivery of the Equipment to Purchaser or to a carrier for shipment to Purchaser and Purchaser shall bear the risk of loss at such point, including, but not limited to, any claims for damages, delays or shortages occurring thereafter, all of which shall be made by the Purchaser directly to the carrier. Purchaser shall make any claims against the Seller within fifteen days after delivery. At the time of delivery, Purchaser shall be required to execute a Delivery and Acceptance Certificate. Purchaser agrees that any apparent agent at the point of delivery is authorized to accept delivery of the Equipment and execute the Delivery and Acceptance Certificate.

5. **Insurance.** If the Equipment is not paid for in full at time of delivery, Purchaser shall, at Purchaser's cost, keep the Equipment insured against all risks and perils customarily covered under "all risk" policies including, but not limited to, loss or damage by theft, vandalism, malicious mischief, fire, flood, windstorm, and explosion, and with an extended coverage endorsement covering all such other risks and perils in an amount satisfactory to Seller in which Seller is named as a loss payee, and shall furnish proof of such coverage satisfactory to Seller, which shall not be cancellable without thirty day's written notice to Seller.

6. **Purchaser's Representations and Warranties.** To induce Seller to enter into this Agreement, Purchaser represents, warrants and covenants as follows: (a) if Purchaser is a corporation, limited liability company, limited liability partnership or similar entity, then it is duly organized, existing and in good standing under the laws of the state of its incorporation or organization and it has full power and authority to enter into this Agreement and the execution, delivery and performance of this has been duly authorized; (b) if Purchaser is a general partnership, then it has full power and authority to enter into this Agreement and the execution, delivery and performance of this Agreement has been duly authorized by all of the partners of the partnership; (c) if Purchaser is an individual, then he or she has full power and authority to enter into this Agreement; (d) this Agreement has been duly entered into and delivered and constitutes a legal, valid and binding obligation of Purchaser enforceable in accordance with its terms; and (e) all financial statements, certificates or other information submitted to Seller concerning Purchaser's financial condition, are in all respects accurate, true and complete.

7. **Events of Default.** Purchaser will be in default under this Agreement, without necessity for demand or notice, if any one or more of the following occurs before the Equipment is paid for in full: (a) if Purchaser fails to accept delivery of any of the Equipment; (b) Purchaser fails to make a payment when due; (c) if the Equipment is levied on, seized or attached; (d) if Purchaser sells or disposes of any of the Equipment without Seller's permission; (e) if any default shall occur under any other agreement between Seller and Purchaser; (f) any individual Purchaser dies or is declared incompetent; (g) any Purchaser who is a legal entity merges, dissolves, reorganizes, or terminates its business or existence; (h) Purchaser fails to keep any promise, representation or warranty contained in this Agreement; (i) Purchaser becomes insolvent, is generally unable to pay its debts when due, dissolves, assigns its assets for the benefit of its creditors, or becomes the subject of a bankruptcy, receivership, or insolvency proceeding; (j) Purchaser sells all or substantially all of its assets or property; (k) Purchaser shall suffer a material adverse change in its financial condition or operations; or (l) any other event occurs or fact appears that causes Seller to deem itself insecure, or impairs the prospect of payment or realization upon the collateral.

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**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 E CAPITOL AVE
PIERRE SD 57501-3182
danr.sd.gov

March 3, 2023

Joe Falkenburg, Chair
Fall River County Commission
906 North River Street
Hot Springs, SD 57747

Dear Chairman Falkenburg,

Thank you for contacting the Governor's Office and the Department of Agriculture and Natural Resources (DANR) about funding for drinking water infrastructure in Fall River County. We appreciate your thoughts on the county's need for additional water development and your concerns pertaining to overreach by the federal government.

DANR, through the Board of Water and Natural Resources, administers several financing programs for water and wastewater infrastructure. These programs can provide a combination of loans and grants with most of the funding provided through low-interest loans.

In your request for funding letter, you referenced areas in Fall River County that are currently within the service area of Southern Black Hills Water System. DANR informs me Southern Black Hills Water System studied the need for water development in the areas you referenced before they constructed and determined it was not feasible to pursue projects due to limited user interest and the high cost of construction. With the demands for project funding substantially exceeding grant funds available, strong local support and the willingness to accept higher than average user rates for necessary loan funding is necessary for projects to receive funding.

The availability of high-quality drinking water improves quality of life, and South Dakota has a long history of funding projects to achieve this goal. In 2022, the Fall River Water User District, which provides water service to much of the eastern part of the county, received a \$7,091,550 American Rescue Plan Act grant and a \$2,915,450 Drinking Water State Revolving Fund loan to improve and expand its water system. This is a great project, and the Board of Water and Natural Resources has and will continue to support it and projects like it across the state. The Board will also continue working to ensure the funds are distributed equitably and to projects ready to move forward with strong local support.

I encourage you to work with Southern Black Hills Water System or Fall River County Water User District to pursue projects to provide drinking water to residents of Fall River County. These systems are familiar with the process to pursue project funding.

The recent federal overreach by the federal government you referenced was demonstrated when federal agencies announced the final revised definition of the 'Waters of the United States' rule. With the rule becoming effective on March 20, 2023, DANR and the State of South Dakota are doing everything we can to push back on the rule, including pursuing litigation with 23 other states.

Thank you again for reaching out. I encourage you to continue to seek local support to pursue these important projects.

Sincerely,

A handwritten signature in blue ink, appearing to read "Hunter Roberts", with a long horizontal flourish extending to the right.

Hunter Roberts, Cabinet Secretary
Department of Agriculture and Natural Resources

HR/tk