

**FALL RIVER CONSOLIDATED BOARD OF EQUALIZATION MINUTES OF APRIL 27,**  
**2023**

The Fall River County Consolidated Board of Equalization met in regular session on April 27, 2023. Present: Joe Allen, Les Cope, Joe Falkenburg, Heath Greenough, Deb Russell, Ryan Walz (Hot Springs School Board) and Sue Ganje, Auditor. Also present were Lily Heidebrink, Director of Equalization, and Frances Denison and Sam Kipp, Appraisers.

ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED.

The Board convened and gave the Pledge of Allegiance at 9:00 a.m. The Oath of Office was taken by Walz and placed on file with the County Auditor.

Kevin and Sherry Flowers, representing themselves, met with the Board, with concerns of the assessment on their home being too high. Motion made by Russell, seconded by Allen, to deny the appeal and make no change, #2023-15, parcel 65085-00000-007-00.

Terry Donelan for William and Matthew Donelan, met with the Board, with concerns of the assessment on the shop value being too high. Motion made by Greenough, seconded by Allen, to leave the assessed value the same, #2023-16, parcel 65195-00000-004-00.

Tom Gillaspie, met with the Board, via phone, with concerns of the assessment of his home being too high. Motion made by Greenough, seconded by Allen, to leave the assessed value the same, #2023-17, parcel 65232-00100-005-00.

Conrad Cutchin, met with the Board, with concerns about missing documents in his assessment and needing more meetings with the Director of Equalization and the Auditor. Motion made by Allen, seconded by Russell, to deny the appeal and make no change, #2023-18, parcel 10000-00704-231-10.

Karen Meston, representing herself and Jerry, met with the Board, via phone, with concerns that the values were too high. Motion made by Greenough, seconded by Allen, to make no change to the assessed value, #2023-19, parcel 11000-00705-163-40.

Motion made by Greenough, seconded by Allen, to make no change to the assessed value, #2023-20, parcel 11000-00705-161-00.

Motion made by Greenough, seconded by Allen, to make no change to the assessed value, #2023-21, parcel 11000-00705-094-40.

Don Wieseler, Canyon Land, LLC, met with the Board, via phone, representing himself, with concerns that assessments were too high. Motion made by Russell, seconded by Allen, to make no change to the assessed value, #2023-22, parcel 65010-00200-028-00.

Motion made by Greenough, seconded by Russell, to make no change to the assessed value, #2023-23, parcel 65010-00200-006-00.

Peter Bach, Black Hills Lodging, met with the Board, via phone, with concerns that the assessed value was too high. Motion made by Russell, seconded by Allen, to make no change to the assessed value, #2023-24, parcel 75116-00000-006-00.

Debra Johnston, City of Hot Springs Councilwoman, entered the meeting at 11:01 a.m.

John Scheltens, met with the Board, representing himself and Patricia, with concerns about the high assessment of their land. Motion made by Russell, seconded by Allen, to make no change to the assessment, #2023-25, parcel 20000-00805-043-00. With Johnston abstaining, all others voting yes, motion carried.

Glenn Wentworth, met with the Board, with concerns about the assess value being too high. Motion made by Russell, seconded by Allen, to reduce the total value to \$85,000.00, #2023-26, parcel 21000-00806-155-06. With Johnston abstaining, all others voting yes, motion carried.

Walz and Johnston exited the meeting at 11:33 a.m.

Motion made by Russell, seconded by Cope, to recess at 11:34 a.m. and reconvene at 1:00 p.m.

Chuck King, appraiser, representing VIVOS XPoint, met with the Board, with concerns about the assessments being too high on the bunkers.

Allen joined the meeting at 1:06 p.m.

Motion made by Russell, seconded by Greenough, to deny the appeal, #2023-27, multiple parcels.

Motion made by Allen, seconded by Cope, adjourn as a Board of Equalization and reconvene as a Board of County Commissioners, as well as approve the agenda, at 2:10 p.m.

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

**GENERAL FUND**

AFLAC	AMERICAN FAMILY ASSURANCE	\$689.34
BQ & ASSOCIATES, P.C., LLO	GARNISHMENT	\$131.00
BOSTON MUTUAL LIFE INS CO	LIFE INSURANCE	\$32.76
CENTURY BUSINESS LEASING	COPIER LEASE/USAGE	\$50.04
CREDIT COLLECTION BUREAU	COLLECTIONS	\$1,516.25
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$2,636.60
EFTPS	EFTPS PAYROLL TAXES	\$46,110.07
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$555.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$25,368.00
LIUNA LABORERS LOCAL 620	UNION DUES	\$243.00
NATIONWIDE RETIREMENT SOL	NATIONWIDE RETIREMENT	\$700.00
NEW YORK LIFE INSURANCE	NEW YORK LIFE INS	\$65.00

NORTON, TINA	CONTRACT NURSE INMATE	\$1,475.00
CHILD SUPPORT PAYMENT CNT	CHILD SUPPORT	\$655.00
RELIANCE STANDARD LIFE	VISION PLAN	\$348.80
RUSSELL, LANCE	TRAVEL REIMBURSEMENT	\$58.14
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$22,532.86
TWO BEAR, LYNN	TRAVEL REIMBURSEMENT	\$110.14
THOMSON REUTERS	ONLINE LAW SUBSCRIPTION	\$148.00
COMMISSIONERS	APRIL SALARIES	\$4,350.00
AUDITOR'S OFFICE	APRIL SALARIES	\$22,828.23
AUDITOR'S OFFICE	OVERTIME	\$177.46
TREASURER'S OFFICE	APRIL SALARIES	\$17,902.84
TREASURER'S OFFICE	OVERTIME	\$213.44
STATE'S ATTORNEY'S OFFICE	APRIL SALARIES	\$16,583.19
STATE'S ATTORNEY'S OFFICE	OVERTIME	\$671.93
MAINTENANCE	APRIL SALARIES	\$11,232.08
MAINTENANCE	OVERTIME	\$94.56
ASSESSOR'S OFFICE	APRIL SALARIES	\$16,679.87
REGISTER OF DEEDS OFFICE	APRIL SALARIES	\$12,957.46
REGISTER OF DEEDS OFFICE	OVERTIME	\$42.11
VETERAN'S SERVICE OFFICE	APRIL SALARIES	\$4,540.03
GIS	APRIL SALARIES	\$4,536.82
SHERIFF	APRIL SALARIES	\$28,292.01
SHERIFF	OVERTIME	\$6,203.35
JAIL	APRIL SALARIES	\$28,687.61
JAIL	OVERTIME	\$3,917.88
NURSE'S OFFICE	APRIL SALARIES	\$1,736.00
EXTENSION OFFICE	APRIL SALARIES	\$2,759.00
EXTENSION OFFICE	OVERTIME	\$46.50
WEED & PEST OFFICE	APRIL SALARIES	\$4,650.11
	TOTAL FOR GENERAL FUND	\$292,527.48

**COUNTY ROAD & BRIDGE**

AFLAC	AMERICAN FAMILY ASSURANCE	\$365.50
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$630.20
EFTPS	EFTPS PAYROLL TAXES	\$13,898.06
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$180.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$7,303.00
LIUNA LABORERS LOCAL 620	UNION DUES	\$270.00
RELIANCE STANDARD LIFE	VISION PLAN	\$65.00
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$6,833.42
SD SUPPLEMENT RETIREMENT	SUPPLEMENTAL RETIREMENT	\$40.00
HIGHWAY DEPARTMENT	APRIL SALARIES	\$52,747.72
HIGHWAY DEPARTMENT	OVERTIME	\$3,837.47
	TOTAL COUNTY ROAD & BRIDGE	\$86,170.37

**911 SURCHARGE REIMBURSEMENT**

AFLAC	AMERICAN FAMILY ASSURANCE	\$67.21
CREDIT COLLECTION BUREAU	COLLECTIONS	\$302.86
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$317.54
EFTPS	EFTPS PAYROLL TAXES	\$5,748.18
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	\$2,811.38
DISPATCH	APRIL SALARIES	\$17,762.01
DISPATCH	OVERTIME	\$5,666.20
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	\$35,256.36
<b>EMERGENCY MANAGEMENT</b>		
EFTPS	EFTPS PAYROLL TAXES	\$2,303.43
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$669.62
FR EMERGENCY MANAGEMENT	APRIL SALARIES	\$7,374.72
	TOTAL FOR EMERGENCY MANAGEMENT	\$10,347.77
<b>24/7 SOBRIETY FUND</b>		
EFTPS	EFTPS PAYROLL TAXES	\$350.50
24/7 OFFICE	APRIL SALARIES	\$2,290.72
	TOTAL FOR M & P RELIEF	\$2,641.22
	TOTAL PAID BETWEEN 4/26/23 AND 4/27/23	\$426,943.20

Public comment was heard from Don Olstad regarding figuring out a better process on sales, acquisition of property and taxes.

Motion made from Allen, seconded by Cope, to enter into executive session as per SDCL 1-25-2 (1) Annual Conference of Commissioner and Director of Equalization, as per SDCL 10-3-14 at 2:20 p.m.

Meeting resumed at 2:34 p.m.

Motion made by Allen, seconded by Russell, to adjourn at 2:35 p.m.

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

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

## **FALL RIVER COUNTY UNAPPROVED MINUTES OF MAY 4, 2023**

The Fall River Board of County Commissioners met in regular session on May 4, 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 on Facebook, on the Fall River County page.

Motion made by Russell, seconded by Allen, to approve the agenda with the addition of discussion and possible action on replacement of the motor in the Emergency Management pickup.

Motion made by Russell, seconded by Greenough, to approve the minutes of County Commissioners and Equalization for April 25, 2023.

Motion made by Cope, seconded by Russell, to approve pay raises for Crissy Stover (Highway Department), \$18.50 to \$19.25 per hour, effective April 24, 2023, Charles Dobbs (Deputy) \$24.00 to \$24.75 per hour, effective April 21, 2023, Anthony Otteson (Jailer) \$22.25 to \$23.00 per hour, effective April 22, 2023, and Longevity pay for Melissa Fleming (Dispatch), \$75.00 per month, effective April 2023, Lynn Two Bear (State's Attorney), \$25.00 per month, effective April 2023, and Frances Denison (Director of Equalization), \$75.00 per month, effective May 2023, as per union contract.

Motion made by Russell, seconded by Cope, to approve Long's Lakeview Road District Order of Incorporation as follows:

### **FALL RIVER COUNTY RESOLUTION #2023-18**

#### **ORDER FOR ORGANIZATION AND INCORPORATION OF THE LONG'S LAKEVIEW ROAD DISTRICT FALL RIVER COUNTY, SOUTH DAKOTA**

WHEREAS, all voting property owners that are within the proposed district have agreed to and petitioned for the organization of the Long's Lakeview Road District, and

WHEREAS, an Election was held on May 2, 2023 asking the voters to accept or reject the formation of the Long's Lakeview Road District, with 18 voters accepting and 1 voter rejecting the formation of the Long's Lakeview Road District, and

NOW, THEREFORE, BE IT ORDERED, that the Fall River County Commissioners shall declare the Long's Lakeview Road District to be organized and established as a governmental subdivision of the State of South Dakota and a public body, corporate and political, effective as of today's date, with taxing authority for the 2023 tax year payable in 2024 and after, and

BE IT FURTHER ORDERED, that the Long's Lakeview Road District be described as follows:

Lots 1-33 of Block 1 of Long's Resort Lakeview Acres Subdivision Located in the W1/2NW1/4, Section 2, T9S, R6E, BHM, Fall River County, South Dakota; Lot J, Lot K, Lot L and Lot M of Block 3 of

Angostura Heights Subdivision, and Dedicated Right-of-Way, Located in the SE1/4 Section 34, Township 8 South Range 6 East of the Black Hills Meridian, Fall River County, South Dakota; Lots 17 Through 28 of Block 3 of Long's Resort Lakeview Estates, Located in the N1/2SE1/4NE1/4 and SE1/4SE1/4NE1/4 of Section 3 T9S, R6E, BHM, Fall River County, South Dakota; Lot 6 of Block 4, Long's Resort Lakeview Estates Subdivision Located in Gov't Lot 1 of Sec3, T9S, R6E, BHM, Fall River County, SD; Lot 4 of Block 4, Long's Resort Lakeview Estates Subdivision Located in Gov't Lot 1 of Section 3, T9S, R6E, BHM, Fall River County, SD; Lots 5, 9, 12 & 13 of Block 4, Long's Resort Lakeview Estates Subdivision Located in Gov't Lot 1 of Section 3, T9S, R6E, BHM, Fall River County, SD; Lots 3, 8, 10 & 11 of Block 4, Long's Resort Lakeview Estates Subdivision, Located in Gov't Lot 1 of Section 3, T9S, R6E, BHM, Fall River County, SD; Lots 1, 14, 15 & 16 of Block 4 of Long's Resort Lakeview Estates Subdivision Located in Gov't Lot 1 of Section 3, T9S, R6E, BHM, Fall River County, SD; Lot 2 of Block 4 of Long's Resort Lakeview Estates Subdivision Located in Gov't Lot 1 of Section 3, T9S, R6E, BHM, Fall River County, SD; Lot 7 of Block 4 Long's Resort Lakeview Estates Subdivision Located in Gov't Lot 1 of Section 3, T9S, R6E, BHM, Fall River County, SD; Lot A of Block 1 of Angostura Heights Subdivision and Dedicated Section Line Right of Way, Located in SE1/4 Section 34, Township 8 South, Range 6 East of the Black Hills Meridian, Fall River Co., SD; N1/2NW1/4SW1/4, SE1/4NW1/4SW1/4, E1/2SW1/4NW1/4SW1/4, Less Lot H1, all of Section 2, T9S, R6E, BHM, Fall River County, South Dakota

Dated this 4th day of May, 2023

/s/Joe Falkenburg, Chairman  
Fall River County Commissioner

ATTEST:

/s/Sue Ganje  
Fall River County Auditor

There were no county assistance or death applications.

Lyle Norton, Sheriff, reported to the Board that there are 16 males and 3 females in the Fall River County Jail, with 1 male in the Pennington County Jail, for a total of 20 inmates.

Motion made by Greenough, seconded by Russell, to approve hiring Tanner Schiferl, Deputy, \$24.50 per hour, effective May 19, 2023, as per union contract.

Motion made by Greenough, seconded by Allen, to approve travel for Rachel Hosterman to attend the Grant Writing Training, on May 18 and May 19, 2023, Pierre, in the amount of \$495.00.

Motion made by Greenough, seconded by Allen, to approve up to 3 more people to attend the Grant Writing Training, on May 18 and May 19, 2023, Pierre, in the amount of \$495.00 per person.

Motion made by Russell, seconded by Greenough, to approve travel and accommodations for Deputy Sheriff Blaine Wilson to attend the FLETC Basic Tactical Medical Instructor Training, May 8 through 10, 2023, Bismarck, ND.

The Board reviewed purchases that were made for the Sheriff's Department to fit within the new clothing and equipment policy. Norton is hopeful that there will be a possibility of grant supplements for these purchases. Discussion was also held on the cross-deputization of 4 officers from the City of Hot Springs. Norton also presented the current agreement between Dispatch and the City of Hot Springs; he would like to update the agreement and get feedback from the Commissioners in the near future.

Frank Maynard, Emergency Management, reported to the Board, about the possible purchase of the Marty Property on Evans Street. Maynard recommends that the County purchase the property for \$5,000.00, as it is in the flood plain. Melody Engebretson, Register of Deeds, shared concerns about purchasing property of this nature. The parcels the county currently owns in that area were acquired by a tax deed. There are currently more properties privately owned in the area and Engebreston is concerned that this may set a precedence. The Board decided to take no action.

Maynard will meet with State's Attorney Russell to get an agreement drawn up for the SCBA air compressor between Fall River County and the Hot Springs Fire Department. Discussion was held on the Region 4 and 2023 Wildfire Coordination Meeting held in Sturgis on May 3, 2023. Update on upcoming trainings that Gary Baker will be attending in July and mention of C planes being in the area for fire season.

Motion made by Greenough, seconded by Allen, to approve the quote from Maverick Tire & Auto, in the amount of \$11,005.32, to repair the motor in the Emergency Management's 2014 Chevrolet Silverado 1500 LT.

Maynard also stated that he will need to replace an office computer soon due to unable to connect to the internet.

Lily Heidebrink, Director of Equalization, met with the Board. Motion made by Greenough, seconded by Russell, to approve the following city abatements for Edgemont and Hot Springs:

Frank Gregg, parcel #72150-05100-01000, First Addn: W1/2 of lots 9, 10, 11, Blk 51, pay 2023, \$536.24, pay 2022, \$395.86, for a total of 932.10. Re: Error in data entry for reduction program.

Frank and Peggy Gregg, parcel #72150-05100-00900, First Addn: E1/2 Lots 9, 10 & 11, Blk 51, pay 2023, \$315.19, pay 2022, \$594.70, for a total of \$909.89. Re: Data entry error for reduction program.

Val Hirst, parcel 75112-00000-02010, Back Nine Addn: Lot B9-20B, Sec 23, Twp 7, Rg 5 (0.42A), pay 2023, \$2,169.49. Re: Data entry error for reduction program.

City of Hot Springs, parcel 75220-00200-01500, Cold Springs Addn: Lot H, Blk 2 (FKA-PT of Lots 15 & 16, Blk 2), pay 2023, \$262.30. Re: Removal of value from exempt entity was missed.

Marg Vandenberg and Rose Nash, parcel 75290-01500-01800, Fargo-Prentice Addn: Lots 18, 19 & 20 & ½ vacated Detroit Ave, pay 2023, \$1,176.43. Re: Late application to tax reduction program.

Motion made by Russell, seconded by Greenough, to approve the following abatements for rural properties:

Valarie Graf and Anita Cope, parcel 11000-00705-12309, Outlot E of Tract M, Platted into Lots E thru W less H-3 (.69A), Sec 12, Twp 7, Rg 5 (21.08 Acres), pay 2023, \$156.14, pay 2022, \$66.96, pay 2021, \$91.84, pay 2020, \$102.48, for a total of \$417.42. RE: Land data entry error.

Rebecca Dee Swain Grant, Et-Al, parcel 11000-00705-04110, Pt of NE1/4, lying N & E of Argyle Rd Sec 4, Twp 7, Rg 5, pay 2023, \$576.28. RE: Land data entry error.

Harry and Patricia Mitchell, parcel 20000-00805-03107, W1/2NW1/4SW1/4NE1/4, Sec 3, Twp 8, Rg 5 (5.00 Acres), pay 2023, \$242.62. RE: Data entry error for reduction program.

Dustin Ross and Erica Koller-Ross, parcel 26000-00903-03110, Paradise Tract, Sec 3, Twp 9, Rg 3 (24 acres), pay 2023, \$717.13. RE: Missed Owner Occupied data entry.

Lola Weinreis, Brittany Heyn and Celest Weinreis, parcel 34000-01004-22210, NE1/4NW1/4, Sec 22, Twp 10, Rg 4, pay 2023, \$636.46. RE: Ag status data entry error.

Heidebrink spoke of an upcoming vacancy in her office; she would like to start advertising and hopefully get it filled soon. Discussion was also held on two individuals switching positions within the office.

Motion made by Russell, seconded by Greenough, to approve changing Jonathan Harris to an Assessor-in-Training, with a pay raise, \$15.00 to \$15.50 per hour and change classification of Carlee Weishaupl – Freitag from Assessor-in-Training to Administrative Assistant and remain at \$15.50 per hour.

Motion made by Greenough, seconded by Russell, to approve Harris starting the Assessor program, effective May 1, 2023.

The 2023 – 2024 Malt Beverage and SD Wine License Hearing was held as advertised. Motion made by Cope, seconded by Allen, to approve the 2023 – 2024 Malt Beverage and SD Wine License renewals, contingent on the Stateline Casino and The Lodge at Angostura paying the first half of their taxes and authorize the Chairman to sign. Renewals were approved for the following businesses: Angostura Den Inc.; Coffee Cup Fuel Stop #9; Common Cents Food Store; Forney's Standard Service; Hidden Lake Campground and Resort LLC; Hot Springs, SD KOA; Inferno on the Beach; Pirates; The Lodge at Angostura and the Stateline Casino.

Teresa Pullen, Treasurer, met with the Board. Motion made by Greenough, seconded by Russell to approve hiring Kendra Hylle, as Administrative Assistant at \$15.50 per hour, effective May 8, 2023, as per union contract.

Dan Cullen, Veteran's Service Officer, reported to the Board that the Honoring Our PACT Act became law on the first of January. The act expands disability benefits for veterans exposed to burn pits during the Gulf, Iraq and Afghanistan wars. Discussion was also held on filing of claims, additional benefits and answering questions to more than 80 veterans. Cullen also filed for burial benefits and headstones for five veterans and filed 172 disability and/or pension claims with the South Dakota State of Veterans Affairs. There was over \$239,000.00 of disability or pension awarded this quarter.

Randy Seiler, Highway Superintendent, met with the Board. Motion made by Greenough, seconded by Allen, to approve the Right of way Agreement for Igloo Road Project, P 0043(00), PCNS 049U, Parcel 9.

Motion made by Russell, seconded by Allen, to approve the Joint Powers Agreement with the State of South Dakota to provide for the Striping of County Roads within Fall River County.

Motion made by Russell, seconded by Greenough, to approve travel for Seiler to attend the SDACHS Summer Meeting, June 7 and June 8, 2023, in Pierre.

Motion made by Greenough, seconded by Russell, to approval travel for Seiler and Crissy Stover to attend the 2023 SDACHS Highway Department Workshop, Pierre, June 13, 2023, in the amount of \$200.00.



The Board requested that Seiler provide them with a report as a follow up.

Seiler updated the Board that the original estimate for the Igloo project was estimated at \$1,000,000; but is now up to \$5,000,000; the State will be responsible for covering the cost.

Motion made by Allen, seconded by Russell, to allow Seiler to donate his sick leave to compensate an employee who was injured on the job for use for future doctor appointments.

Seiler advised the Board that in the future there will be no need to present fuel transfers to the Board to take action on; the State Auditor advised that it was just an accounting matter that didn't need action at a commissioner meeting. The Board had no objection.

Discussion was held on pulling the shoulders of the roads up for surface gravel. Seiler will also be looking ahead for possible projects since it is budgeting time.

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

**GENERAL FUND**

AMAZON CAPITAL SERVICES	SUPPLY	\$704.19
BOYS & GIRLS CLUBS OF BH	2023 BUDGET ALLOTMENT	\$10,000.00
CENTURY BUSINESS LEASING	COPIER LEASE AND USAGE	\$740.59
CLINICAL LABORATORY OF	AUTOPSY	\$3,762.00
COLBATH & SPERLICH, PC	CAAF/MAG/JUV	\$1,029.80
CUSTER/FALL RIVER REGIONA	RUBBLE	\$28.84
EDGEMONT PUBLIC LIBRARY	2023 BUDGETED ALLOTMENT	\$4,000.00
ELECTION SYSTEMS & SOFT	ELECTION SOFTWARE	\$2,590.39
EN-TECH LLC	FUMIGATION	\$450.00
ENVIRONMENTAL PRODUCTS	SUPPLY	\$194.76
FALL RIVER HISTORICAL SOCIETY	2023 BUDGETED ALLOTMENT	\$6,000.00
FR CONSERVATION DISTRICT	2023 BUDGETED ALLOTMENT	\$20,000.00
FALL RIVER COUNTY HERALD	PUBLICATION	\$654.84
FR COUNTY TREASURER	TREASURERS OFFICE	\$62.95
GALLS	UNIFORMS/SHERIFF SUPPLY	\$401.83
GOLDEN WEST TECHNOLOGIES	SERVICE/NETWORK/SERVER	\$6,277.68
GREENOUGH, HEATH	TRAVEL REIMBURSEMENT	\$304.92
HOT SPRINGS ACE HARDWARE	SUPPLY	\$79.47
HOT SPRINGS PUBLIC LIBRARY	2023 BUDGETED ALLOTM	\$25,000.00
HOT SPRINGS MEAL SITE	2023 BUDGETED ALLOTM	\$3,800.00
HUSTEAD LAW OFFICE, P.C.	CAAF/JUV/MI	\$3,031.23
LYLE'S LOCK SERVICE	SERVICE	\$153.00
LYNN'S DAK. MART PHARMACY	INMATE PHARMACY	\$697.70
MCGLUMPHY, ERIN	REIMBURSEMENT TRAVEL	\$1,774.42
MID DAKOTA VEGETATION MGT	SUPPLY	\$12,508.74
NUTRIEN AG SOLUTIONS	SUPPLY	\$6,747.74
QUILL CORPORATION	OFFICE SUPPLIES	\$144.47
RUSSELL, DEBORAH	TRAVEL REIMBURSEMENT	\$277.50
SONNY'S SUPER FOODS	SUPPLY	\$4.30

SOUTHERN HILLS LAW PLLC	CAAF	\$4,193.94
STURDEVANT'S AUTO VALUE	PARTS/SUPPLY	\$30.98
VERIZON WIRELESS	CELL PHONE PLAN	\$783.83
YANKTON CO. SHERIFF	CIVIL PAPERS SERVED	\$50.00
MILES, SASHA	BLOOD DRAW	\$150.00
	TOTAL FOR GENERAL FUND	\$116,630.11
<b>COUNTY ROAD &amp; BRIDGE</b>		
A & B WELDING SUPPLY CO.	WELDING SUPPLIES/LEA	\$87.48
ADVANCED DRUG TESTING	RANDOM EMPLOYMEE DRU	\$52.00
AMAZON CAPITAL SERVICES	SUPPLY	\$34.98
BUILDERS FIRST SOURCE	SUPPLY	\$23.09
BUTLER MACHINERY CO.	SUPPLIES/REPAIRS	\$2,067.97
FLOYD'S TRUCK CENTER	REPAIRS/PARTS	\$13,776.41
FALL RIVER AUTO SUPPLY	AUTO PARTS/REPAIR	\$6.58
FORWARD DISTRIBUTING	SUPPLIES/PARTS	\$22.85
GOLDEN WEST TECHNOLOGIES	SERVICE/NETWORK/SERVER	\$8.25
GRIMM'S PUMP SERVICE INC	REPAIR	\$2,133.85
HOT SPRINGS ACE HARDWARE	SUPPLY	\$108.89
LOAD KING	PART	\$1,834.03
MG OIL	INVENTORY/SUPPLY	\$636.90
NEWMAN SIGNS INC.	SIGNAGE	\$169.72
POMP'S TIRE SERVICE INC.	PARTS	\$110.86
SAFETY-KLEEN SYSTEMS, INC	SUPPLIES	\$124.47
SCHUBBEL, FREDERICK JR	REIMBURSEMENT	\$67.89
SDACC	2023 SDACHS HWY DEPT.	\$200.00
SEILER, RANDY	CELLPHONE REIMBURSEMENT	\$75.00
SINGH CONTRACTING INC.	ROOF REPAIR/HIGHWAY	\$20,778.95
STURDEVANT'S AUTO VALUE	PARTS/SUPPLY	\$701.40
HANSEN, JACKIE	MAILBOX	\$59.63
	TOTAL COUNTY ROAD & BRIDGE	\$43,081.20
<b>911 SURCHARGE REIMBURSEMENT</b>		
CENTURY BUSINESS LEASING	COPIER LEASE AND USAGE	\$94.81
GOLDEN WEST TECHNOLOGIES	SERVICE/NETWORK/SERVER	\$24.75
VERIZON WIRELESS	CELL PHONE PLAN	\$41.80
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	\$161.36
<b>EMERGENCY MANAGEMENT</b>		
GOLDEN WEST TECHNOLOGIES	SERVICE/NETWORK/SERVER	\$16.50
ONSOLVE, LLC	CODE-RED PROGRAM	\$3,287.66
VERIZON WIRELESS	CELL PHONE PLAN	\$125.40
	TOTAL FOR EMERGENCY MANAGEMENT	\$3,429.56
	TOTAL PAID BETWEEN 4/28/23 AND 5/4/23	\$163,302.20

Break was taken at 9:52 a.m. and the meeting reconvened at 10:03 a.m.

Public comment was heard from Commissioner Falkenburg about the businesses being destroyed by the current road construction in Hot Springs and would welcome ideas about possible assistance the

County could provide. Commissioner Allen has spoken with South Dakota DOT Custer Engineer Rich Zacher to see if there would be any assistance through the state; Zacher will get back to Allen. Additional comments were heard from Eburn Adelona about complaints from her and other neighbors about the condition of another property. The Board requested that they join forces and work with the State's Attorney to file a proper complaint. Ganje shared appreciation from Jim Angell to the Highway Department for the road work that they had done in the area.

The following people met with the Board to present their 2024 budget requests:

Carol Sides, Fall River County Historical Museum  
Don Kellogg, Edgemont and Hot Springs Meals and Edgemont Senior Center  
Barb Cline, Prairie Hills Transit  
Melanie Abcock for Lisa Sagdalen , Boys and Girls Club of the Black Hills  
Julie Birner, Addiction Recovery Centers of the Black Hills

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

**FALL RIVER COUNTY RESOLUTION #2023-19**

**A Plat of Pearson Tract of Country View Subdivision, located in the N1/2NE1/4, Section 34, T7S, R5E, BHM, Fall River County, South Dakota**

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

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

Dated this 4<sup>th</sup> day of May, 2023.

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

ATTEST:

/s/Sue Ganje  
Fall River County Auditor

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

**FALL RIVER COUNTY RESOLUTION #2023-20**

**A Plat of Lots 1 thru 11 and Well Tract of River Crossing Subdivision, located in the SW1/4 of Section 32, T7S, R6E, 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 4<sup>th</sup> day of May, 2023.

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

ATTEST:  
/s/Sue Ganje  
Fall River County Auditor

Commissioners Greenough and Russell reported on a workshop they recently attended. Discussion was held on a property tax transparency portal that would be helpful to County residents, the shortage of rural attorneys, alternate avenues for juveniles when facing the court system, the Department of Transportation infrastructure with the local government and parliamentary procedure. Greenough and Russell were both excited about the speakers, they were enthusiastic and knowledgeable. They wished that each session could have lasted longer.

Motion made by Russell, seconded by Greenough to recess the meeting until the afternoon tax deed sale at 10:54 a.m.

The tax deed auction began at 2:00 p.m.

Motion made by Russell, seconded by Cope, to adjourn at 2:45 p.m.

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

ATTEST:  
/s/Sue Ganje, Auditor  
Fall River County Auditor's Office

**ELECTION SYSTEMS & SOFTWARE, LLC  
ELECTION SERVICES AGREEMENT**

This Agreement is made as of the date it is executed by the last of the parties named below (the "Effective Date"),

**BETWEEN:** ELECTION SYSTEMS & SOFTWARE, LLC, a Delaware Limited Liability Company ("ES&S")

**AND:** FALL RIVER COUNTY, SOUTH DAKOTA ("Customer")

**RECITALS:**

- A. Customer has agreed to purchase certain election-related services from ES&S for use in **Fall River County, South Dakota** (the "Jurisdiction"). The terms and conditions under which such services shall be provided are set forth in the **GENERAL TERMS** attached hereto.
- B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):
  - Exhibit A (Summary of Services)
  - Exhibit B (Ballot Layout, Coding, and Voice File Services)
  - Exhibit C (Ballot Printing Services)

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer is located.
- Represents and warrants to the other party that as of its signature date indicated below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC  
1208 John Galt Boulevard  
Omaha, NE 68137

FALL RIVER COUNTY, SOUTH DAKOTA  
906 N. River Street  
Hot Springs, SD 57747

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## GENERAL TERMS AND CONDITIONS

1. **Consideration.** The consideration to be paid by Customer to ES&S for the services provided hereunder is set forth on the accompanying exhibits.

2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S; and (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform.

3. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement, but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 3, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

4. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

5. **Exclusive Service Provider.** Customer hereby agrees to purchase the products and services set forth on Exhibits B & C attached hereto from ES&S for the Term of this Agreement at the pricing set forth on each applicable Exhibit.

6. **Term; Termination.** This Agreement shall be in effect beginning on the **Effective Date, covering all elections through December 31, 2026** (the "Term"). This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within thirty (30) days after it receives written notification thereof from the non-breaching party.

7. **Assignment.** Except in the case of a reorganization of the assets or operation of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

8. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by commercial overnight courier (with written verification of receipt) or (c) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of

the persons listed on the signature page to this Agreement and at the addresses set forth on such signature page unless other names or addresses are provided by either or both parties in accordance herewith.

9. **Disputes.**

a. **Remedies for Past Due Payments.** If any payment to ES&S is past due more than five (5) days, ES&S may suspend performance under this Agreement until such amount is paid.

b. **Dispute Resolution Process.** Time is of the essence in resolving disputes. The initiating party shall notify the responding party of any dispute, including all relevant information (e.g., the nature of the dispute, dates, times, persons involved). The responding party shall respond to the notification within five (5) business days. Thereafter, the parties shall use their good faith efforts to resolve the dispute within a reasonable period of time. Notwithstanding anything in this Section 9 to the contrary, either party may apply to any court having jurisdiction over the subject matter of the dispute for a temporary restraining order, preliminary injunction, or other appropriate legal remedy at any time.

10. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an exhibit to this Agreement and these General Terms, the provision contained in the exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7, 8 and this Section 10 shall survive the termination of this Agreement, to the extent applicable.

11. **Counterparts; Execution By Email.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of email transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

**EXHIBIT A  
SUMMARY OF SERVICES**

<b>Sale Summary:</b>	
<b>Description</b>	<b>Refer to</b>
Ballot Layout, Coding, and Voice File Services	Exhibit B
Ballot Printing Services	Exhibit C
<b>Terms &amp; Conditions:</b>	
<b>Note 1:</b> Any applicable state and local taxes are not included, and are the responsibility of Customer.	
<b>Note 2: <u>Invoicing and Payment Terms are as Follows:</u></b>	
<p style="padding-left: 40px;">Ballot Layout, Coding, Voice File, and Ballot Printing Services will be invoiced as services are provided.</p> <p style="padding-left: 40px;">Invoices are due net 30 from invoice date.</p>	
<b>Note 3:</b> Customer understands, acknowledges and agrees that ES&S' fees for the services as set forth on the accompanying exhibits are based upon (a) a contractual commitment by Customer to subscribe for and purchase such services for the entire Term of the Agreement and (b) the descriptions of such services in the accompanying exhibits. In the event that Customer changes its commitment to a period of less than the Term of the Agreement for any reason other than a termination for cause pursuant to Section 6, of this Agreement, Customer hereby agrees to promptly pay a balance due charge using the Non-Discounted Fees applied to the Ballot Layout, Coding and Voice File Services provided to the Customer up through the date of such early termination.	
<b>Note 4:</b> The Customer acknowledges and agrees that the pricing set forth herein for certain services is based on information provided by the Customer ("Customer Data") and that such Customer Data is accurate and complete. In the event the Customer requests any changes to the Customer Data (including but not limited to, changes as a result of Customer errors, Customer requested modifications, court orders or other changes not otherwise caused by ES&S) which requires additional services to be performed by ES&S, the Customer shall be subject to additional fees for such services at ES&S' then current rates.	



**EXHIBIT B  
BALLOT LAYOUT, CODING, AND VOICE FILE SERVICES**

Description	Non-Discounted Fees	Discounted Fees
<b>Paper Ballot Layout (Price per Ballot Face)</b>		
<b>English and Spanish (combined):</b>		
1 to 500 Faces	\$41.95	\$38.80
501 or more Faces	\$36.00	\$33.30
<b>Languages other than English/Spanish</b>		
1 to 500 Faces, per Language	\$85.00	\$78.60
501 or more Faces, per Language	\$71.50	\$66.15
<b>Base Charge for Ballot on Demand (BOD)</b>	<b>\$640.00</b>	<b>\$592.00</b>

<b>Electronic Screen Layout – ExpressVote, AutoMARK or iVotronic</b>		
<b>English and Spanish (combined):</b>		
Per Ballot Style, or precinct, whichever is greater	\$26.25	\$24.25
<b>Languages other than English/Spanish</b>		
Per Ballot Style, or precinct, whichever is greater	\$48.00	\$44.40

**Special Note:**

Electronic Screen Layout does NOT apply to ExpressVote or AutoMARK customers when ES&S performs paper ballot layout and voice file services.

Programming Services	Non-Discounted Fees	Discounted Fees
<b>Base Charge per Equipment Type</b>	\$600.00	\$555.00
<b>Base Charge for ERM file set-up</b>	\$600.00	\$555.00
<b>Ballot types created</b> (open primary or multiple-page ballots)	\$90.00	\$83.25
<b>Precincts</b> (for every precinct in the election)	\$10.75	\$9.95
<b>Splits</b> (for every additional ballot style within a precinct.)	\$10.75	\$9.95
<b>Ballot Face Configurations</b> (every unique ballot face in the election)	\$19.25	\$17.80
<b>Contest / Issue Entries</b> (total number of contests, referenda, questions, and/or propositions in the election)	\$21.00	\$19.40
<b>Candidate / Response Entries</b> (total number of candidates &/or responses, including referenda and all write-ins for each contest/issue)	\$9.00	\$8.30
<b>Headers</b> (Central Tabulators)	\$2.40	\$2.20
<b>Re-Coding Fees</b>	\$600.00 + applicable fee for each changed element	\$555.00 + applicable fee for each changed element

Voice Files per Equipment Type	Non-Discounted Fees	Discounted Fees
Language Setup Charge - English	\$400.00	\$370.00
Language Setup Charge - Spanish	\$400.00	\$370.00
Language Setup Charge - All Other languages	\$600.00	\$555.00

<b>Description</b>	<b>Non-Discounted Fees</b>	<b>Discounted Fees</b>
Political Parties (Fee Billed Per Element, Per Language)	\$6.00	\$5.55
Ballot Faces (Fee Billed Per Element, Per Language)	\$18.00	\$16.65
Contests / Issues (Fee Billed Per Element, Per Language)	\$19.00	\$17.55
Candidates / Yes-No Responses (Fee Billed Per Element, Per Language)	\$12.00	\$11.10
Propositions / Amendments / Instructions (Fee Billed Per Element, Per Language)	\$24.00	\$22.20
Price per word in excess of 1200 total words (Instructions / Propositions / Amendments)	\$0.42	\$0.40
Resubmission	\$400.00 for English & Spanish and \$600.00 (for each additional language), plus the applicable fee for each element changed for each language	\$370.00 for English & Spanish and \$555.00 (for each additional language), plus the applicable fee for each element changed for each language

<b>Other Services (Standard Overnight Delivery Charges Will Apply and Will Be Billed Separately)</b>	<b>Non-Discounted Fees</b>	<b>Discounted Fees</b>
Media burn (Flash / PCMCIA Cards, Mem Packs, PEBs, Jump Drives)	\$14.25	\$14.25
Electronic transfer files (per county, per election)	\$141.75	\$141.75
SOS Media	\$85.50	\$85.50
.pdf File Extraction (per Style)	\$1.75	\$1.75
Sample Ballot Creation	\$45.50	\$45.50
Publication Ballot Creation (Ballot Layout as is)	\$210.00	\$210.00
Custom Publication Ballot Creation	\$400.00	\$400.00
ESSIM Test Deck Creation (does not include print costs)	\$375.00	\$375.00
Auto Test Deck PDF Creation (\$21.50 per Style; Min Chg of \$215.00)	\$215.00	\$215.00
Ballot Assignment Chart	\$455.00	\$455.00
Download Results From Media	\$75.00	\$75.00
ERM State Utility File	\$485.00	\$485.00
<b>Note 1: All prices are <u>exclusive of freight</u> which will be billed separately</b>		

**EXHIBIT C  
BALLOT PRINTING SERVICES**

Description	Price per Ballot
<b>11", 14", or 17" Ballots</b>	
Base ballot charge	\$0.26
Backside of ballot	\$0.03
Stub and/or numbering	\$0.03
Folding or scoring	\$0.03
Stapling or gluing in pads	\$0.01
Color requirements – defined as a color bar on the ballot. Other designs or methods will be subject to a separate quote.	\$0.02
<b>19" Ballots</b>	\$0.03
<b>Prices are exclusive of freight, which will be billed separately.</b>	

**Note 1:** Special requests, including watermarking, unique packaging requirements and expedited delivery requirements are not included in the table above, and will be priced separately.

**Note 2:** Unexpected and material changes in costs such as paper may result in changes to the fees reflected above.

**Note 3:** Ballots are to be ordered in increments of 25 with a minimum order value of \$100.00.

**Note 4:** Expedite Fee of \$150.00 will be assessed to each order that is required to be SHIPPED within Five (5) business days from time of order.



American  
Emergency  
Preparedness

# Communications Training Officer Workshop

**Mitchell, South Dakota  
July 10-12, 2023**

This is THE class for your 911 centers. In this three-day course, you will develop the tools to teach new prospective members in the industry. This course will expand the standards of the industry, while re-affirming the best practices every center is looking for.

We will specifically examine:

- The DOR (Daily Observation Report) and how to use it properly.
- How to develop a Task sheet.
- When to apply a PIP plan (Personal Improvement Plan).
- How to council and support the new trainee.
- The liability of training for you and your center.
- How to teach both the young and older trainees.
- Mitigation techniques for the trainees.
- NRT (Not responding to training).
- When to sign off on an employee.

These are just a few of the topics covered in this amazing workshop. At AEP we look to empower trainers with the best tools to move our lifesaving industry forward. Upon completion your new CTO's will have the confidence and knowledge to bring back to your centers the most up to date information to train our new employees. We will take you from day one to sign off. This course is an evidence-based representation of the best training practices today.

## Instructor Info:

AEP Instructors are all emergency communications experts that are both dispatchers and passionate Instructors. All AEP Instructors consistently receive outstanding evaluations.

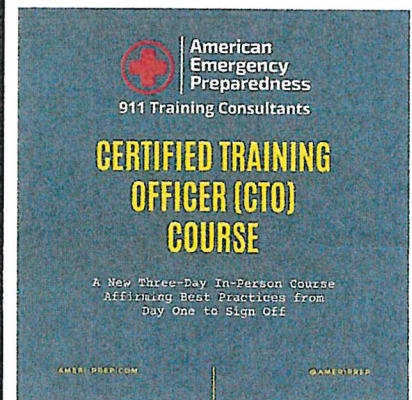
## Class Details

Dates: July 10-12, 2023  
Tuition: \$529 3 day class!  
Hours: 8:30am-4:30pm

Hosted by:  
Mitchell Regional 911

For reservations contact  
AEP at (401) 344-0054  
or register online at

[www.ameri-prep.com](http://www.ameri-prep.com)





*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: May 18, 2023

Subj: Commission Update

1. **SCBA Compressor:** I was told the Commission would like some type of agreement with the Hot Springs Fire Dept. regarding upkeep, etc. I am working with the States Attorney to draft an agreement.
2. **Travel Approval:** I am requesting travel approval for Gary Baker and myself to attend the annual South Dakota Emergency Management Conference in Deadwood, Sept. 11<sup>th</sup> – 14<sup>th</sup>. Training is provided at the conference for all attendees.
3. **Hazardous Materials Awareness Training:** The training was held on Wednesday, May 10<sup>th</sup>, starting at 6pm in the south annex training room. There were 15 attendees.
4. **Fires & Incidents:**
  1. 5/6/2023: Red Fire: Red Canyon area: 5.5 acres: Hot Springs Fire, Cascade Fire, SD WFS.
  2. 5/7/2023: Boom Fire: Argyle Area: 11.6 acres: Hot Springs Fire, Minnekahta Fire, Argyle Fire, SD WFS and USFS.
  3. 5/13/2023: Smoke detector call: Hot Springs: Hot Springs Fire.
  4. 5/15/2023: Smoke Call: US HWY 18: Hot Springs Fire, HS Police.

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

**JOINT POWERS AGREEMENT  
BETWEEN THE  
SOUTH DAKOTA DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES,  
PENNINGTON COUNTY, LAWRENCE COUNTY, CUSTER COUNTY, FALL RIVER  
COUNTY, AND MEADE COUNTY**

JOINT POWERS AGREEMENT ("Agreement" hereinafter) made and entered into by and between the South Dakota Department of Agriculture and Natural Resources, 523 East Capitol Ave, Pierre, South Dakota 57501 ("DANR" hereinafter), Pennington County, a political subdivision of the State of South Dakota, acting by and through the Pennington County Commissioner's Office, 130 Kansas City Street, Rapid City, South Dakota 57709-6160, Lawrence County, a political subdivision of the State of South Dakota, acting by and through the Lawrence County Commissioner's Office, 90 Sherman Street, Deadwood, South Dakota 57732, Meade County, a political subdivision of the State of South Dakota, acting by and through the Meade County Commissioner's Office, 1300 West Sherman Street, Sturgis, South Dakota, 57785, Custer County, a political subdivision of the State of South Dakota, acting by and through the Custer County Commissioner's Office, 420 Mount Rushmore Road, Custer, South Dakota 57730-1934, and Fall River County, a political subdivision of the State of South Dakota, acting by and through the Fall River County Commissioner's Office, 906 N. River Street, Hot Springs, South Dakota 57747 (the "Counties" hereinafter) (collectively the "Parties" hereinafter) pursuant to the authority in SDCL Chapter 1-24.

WHEREAS, DANR has the authority to enter into this type of Agreement pursuant to SDCL Chapter 1-24; and

WHEREAS, the Counties are authorized to enter into this Agreement pursuant to the provisions of SDCL Chapter 1-24 and SDCL Title 7; and

WHEREAS, Senate Bill 21 passed by the South Dakota State Legislature during the 2023 session authorized the use of \$500,000 to create a grant fund administered by DANR for the purposes of creating a one-to-one cost-share program available to the Counties to allow for their participation in the Black Hills National Forest Land and Resource Management Plan revision process; and

WHEREAS, no one county is entitled to receive more than fifty-five percent of the money provided under Senate Bill 21; and

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

1. Duration of Agreement

The term of this Agreement shall commence upon last signature, and will continue until February 1, 2027, unless amended or terminated or extended pursuant to the terms hereof.

2. Funding Out

DANR's ability to comply with the terms of this Agreement depends upon continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds, expenditure authority, or funds become unavailable by operation of law, this Agreement will be terminated by DANR. Termination for any reason is not a default by DANR nor does it give rise to a claim against DANR. This Agreement also depends upon the continued availability of appropriated funds and expenditure authority from the Pennington County, Lawrence County, Meade County, Custer County, and/or Fall River County commissions for these purposes. If sufficient funding or expenditure authority is not available to a party, whether through a lack of appropriations, expenditure authority, or if a party otherwise lacks sufficient funds to carry out its obligations and responsibilities under this Agreement, or if funds become unavailable by operation of law or federal funds reductions, that party shall provide written notice of termination within seven days of determining that it lacks the necessary funding. Termination for the reasons set forth in this section shall not constitute a default.

3. The Counties Agrees to:

In consideration of DANR observance and performance of the covenants, terms and conditions set forth herein, the Counties agree as follows:

- a. The Counties agree to enter into agreements with the Black Hills Council of Local Governments to assist them managing county funds used for the one-to-one match in this project, hiring contractors, and tracking the required one-to-one match.
- b. Oversight of the agreements with the Black Hills Council of Local Governments will be performed by the Counties. Consistent with section 5 of this Agreement, direction will be given by the party or agency for which the Black Hills Council of Local Governments is providing services.
- c. The Counties agree to contribute at least on a one-to-one match basis for any payment requested for reimbursement from DANR.

4. DANR Agrees to:

In consideration of the Counties' observance and performance of covenants, agreements, terms and conditions set forth herein, DANR agrees to:

- a. Reimburse the Counties, through the Black Hills Council of Local Governments, as requested for actual costs incurred for the Black Hills Forest Land and Resource Plan Revision in an amount not to exceed \$500,000 total.
- b. DANR will accept invoices from the Black Hills Council of Local Governments on behalf of the Counties along with a request for reimbursement. Payments under this Agreement shall be made within 30 days of receipt of a properly completed and documented invoice.

- c. In lieu of paying on a reimbursement basis, DANR may, at their sole discretion, pre-pay the Counties, through the Black Hills Council of Local Governments any amounts DANR has agreed to pay under this Agreement for which the Counties must apply to cover DANR's obligations until the amount prepaid has been fully expended.
- d. If the Agreement is terminated prior to the full expenditure of the pre-paid fund, the Counties will reimburse DANR any pre-paid funds that have not been applied to cover DANR's payment obligations.

5. Black Hills Council of Local Governments Scope of Services

The Parties agree and understand that any contract with the Black Hills Council of Local Governments must require Black Hills Council of Local Governments to provide the following services:

- a. Manage the funds provided by the Counties.
- b. Hire contractors as necessary to provide the expertise deemed necessary to engage in the Black Hills Forest Land and Resource Plan revision.
- c. Send invoices, proof of eligible match, and documentation to DANR for reimbursement.
- d. Ensure that no county in this agreement receives more than fifty-five percent of funds made available under Senate Bill 21.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

7. Assignment & Amendment

This Agreement may not be assigned without the express prior written consent of all Parties. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the Parties hereto.

8. Termination

This Agreement can be terminated upon thirty (30) days written notice by either DANR or the Counties, however, the party giving notice under this section is responsible for payments set forth in Sections 3, 4, and 5 of this Agreement for the calendar year in which notice is given. This Agreement may be terminated by the Black Hills Council of Local Governments at any time upon written notice to DANR and the Counties. If the Black Hills Council of Local Governments terminates the Agreement, then DANR and the Counties' financial obligations cease upon the effective date of the termination. Further the Black Hills Council of Local Governments agrees if it terminates the Agreement, it will reimburse DANR and the Counties a pro rata share of any annual payments.



9. Cumulative Remedies & Strict Performance

The rights and remedies herein conferred shall be cumulative and not alternative and shall be in addition and not in substitution of, or in derogation of rights and remedies conferred by any other agreements between the Parties hereto or by any applicable law.

The failure of a party to enforce strict performance of any covenant, promise, term, or condition herein contained, shall not operate as a waiver of that party's right thereafter to require that the terms hereof be strictly performed.

10. Administration of Agreement

The Parties acknowledge that no separate entity as contemplated by SDCL 1-24-4 is being created to implement this Agreement, and that the cooperative undertaking herein described shall be administered by DANR, the Counties, and the Black Hills Council of Local Governments, or their designees, as contemplated in

SDCL 1-24-5. No real or personal property will be acquired or disposed of as part of this cooperative agreement. The Parties acknowledge that DANR will file a true copy of this Agreement with the Office of Attorney General and the Legislative Research Council within 14 days of the execution hereof, as required by SDCL 1-24-6.1.

11. Successors in Interest

This Agreement and the covenants herein contained shall inure to the benefit of and be obligatory upon the legal representatives, agents, employees, successors in interests and assigns to the respective Parties hereto.

12. Notices

Notices or communications to or between the Parties shall be deemed to have been delivered when mailed by first class mail, provided that the notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party to the South Dakota Department of Agriculture and Natural Resources, Pennington County, Lawrence County, Meade County, Fall River County, Custer County, and the Black Hills Council of Local Governments or their authorized designees or by mail to the Parties at the following addresses:

Department of Agriculture and Natural Resources  
523 East Capitol Ave  
Pierre, SD 57501

Pennington County Commissioner's Office  
130 Kansas City St.  
Rapid City, SD 57709-6160

Lawrence County Commissioner's Office  
90 Sherman St.  
Deadwood, SD 57732

Meade County Commissioner's Office  
1300 West Sherman St.  
Sturgis, SD 57785

Custer County Commissioner's Office  
420 Mount Rushmore Rd.  
Custer, SD 57730-1934

Fall River County Commissioner's Office  
906 N. River St.  
Hot Springs, SD 57747

Black Hills Council of Local Governments  
Attention Jennifer Sietsema, Executive Director  
730 E Watertown Street  
Rapid City, SD 57701

The Parties, by giving notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, and other communications shall be sent.

13. Severability

If any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

14. Supersession

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

15. Third Party Beneficiaries

This Agreement is intended only to govern the rights and interests of the parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable at law by any third party in any matters, civil or criminal.

16. Necessary Approvals

By the signature of their representative below, DANR, the Counties, and the Black Hills Council of Local Governments certify that approval of this Agreement has been obtained by that governmental entity's governing body or officer pursuant to SDCL 1-24-3 and 1-24-6 by ordinance, resolution or other appropriate means, and that the representative is authorized to sign on the party's behalf. A copy of the Counties resolution or ordinance are attached to this Agreement and incorporated herein by reference.

17. Counterparts

This Agreement may be signed in counterparts.

In Witness hereto the Parties signify this Agreement by signatures affixed below:

\_\_\_\_\_  
Hunter Roberts, Secretary (Date)  
Department of Agriculture and Natural Resources  
State of South Dakota

\_\_\_\_\_  
Lloyd LaCroix, Chairman (Date)  
Pennington County Commission

\_\_\_\_\_  
Bob Ewing, Chairman (Date)  
Lawrence County Commission

\_\_\_\_\_  
Ted Seaman, Chairman (Date)  
Meade County Commission

\_\_\_\_\_  
Jim Lintz, Chairman (Date)  
Custer County Commission

\_\_\_\_\_  
Joe Falkenburg, Chairman (Date)  
Fall River County Commission

ATTEST:

\_\_\_\_\_  
Auditor, Pennington County (Date)

\_\_\_\_\_  
Auditor, Lawrence County (Date)

\_\_\_\_\_  
Auditor, Meade County (Date)

\_\_\_\_\_  
Auditor, Custer County (Date)

\_\_\_\_\_  
Auditor, Fall River County (Date)



QUOTATION

Newman Signs Inc.  
PO Box 1728  
Jamestown, ND 58402  
Phone: 800-437-9770

**\*\*Given the current market conditions, after one week, this quote is subject to change at any time at the discretion of Newman Traffic Signs.\*\***

Quote #: TRFQTE065106

Quote Date: 5/3/2023

Customer Number: FAL-03-010

Ship Via: SPEE DEE

Sales Rep: Cara Allbee

FOB: ORIGIN

Payment Terms: Net 30

Bill To:

FALL RIVER COUNTY  
PO BOX 939  
HOT SPRINGS SD, 57747

Ship To:

FALL RIVER COUNTY  
27518 CACASDE RD  
HOT SPRINGS SD, 57747

Header Note: THANK YOU, STACEY! CARA

SEQ	Item Number/Cost Code/Description/Note	Quantity	Unit Price	Extended Price
1	SPECIALTRAFFIC T-DP030009/2Z3A 30X9- SF- .080 GA-- .38" HOLES- 1.5" UP/DOWN/IN/STD RADIUS- HIP- W/G- W/BORDER **SEE ATT** 8 EA) Gobbler Ln 6 EA) Grouse Rd 2 EA) Antler Ct	16.00	22.86	365.76
2	SPECIALTRAFFIC T-DP036009/2Z3A 36X9- SF- .080 GA-- .38" HOLES- 1.5" UP/DOWN/IN/STD RADIUS- HIP- W/G- W/BORDER **SEE ATT** 2 EA) Lariat Circle 2 EA) Hillsvieview Dr 1 EA) N Butte Rd 2 EA) Pheasant Ct	7.00	26.31	184.17
3	SPECIALTRAFFIC T-DP042009/2Z3A 42X9- SF- .080 GA- .38" HOLES- 1.5" UP/DOWN/IN/STD RADIUS- HIP- W/G- W/BORDER **SEE ATT** 2 EA) Smithwick Rd 4 EA) Buckhorn Way	6.00	29.27	175.62

5/3/2023 10:53:27 AM



QUOTATION

Newman Signs Inc.  
PO Box 1728  
Jamestown, ND 58402  
Phone: 800-437-9770

**\*\*Given the current market conditions, after one week, this quote is subject to change at any time at the discretion of Newman Traffic Signs.\*\***

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Payment Terms: Net 30

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FALL RIVER COUNTY  
PO BOX 939  
HOT SPRINGS SD, 57747

Ship To:

FALL RIVER COUNTY  
27518 CACASDE RD  
HOT SPRINGS SD, 57747

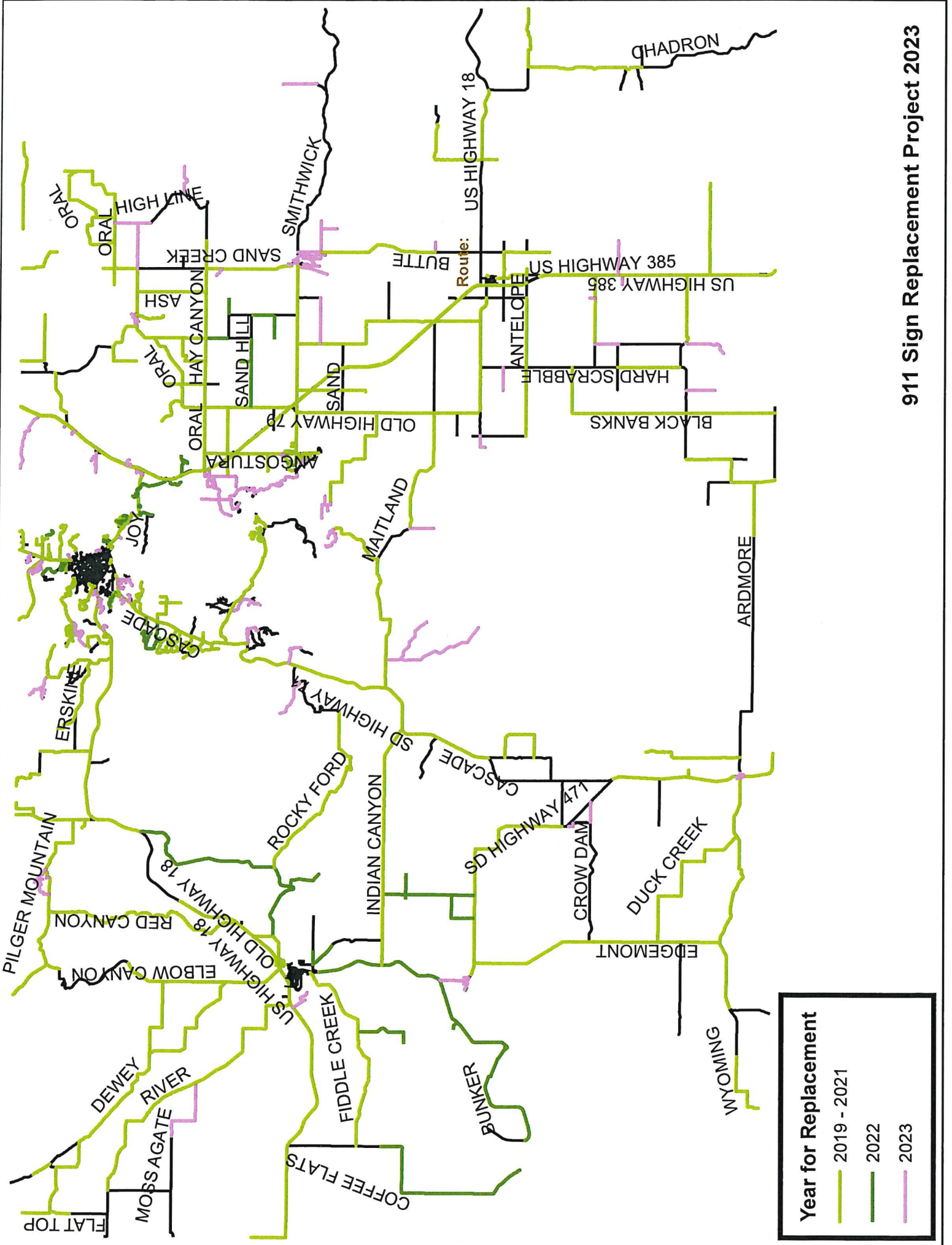
Header Note: THANK YOU, STACEY! CARA

4	SPECIALTRAFFIC T-DP018006D 2Z3A 18X6- DF- .080 GA- FLAGMOUNT PUNCH/STD RADIUS- HIP- W/G- W/BORDER **SEE ATT LIST AND LAYS**	40.00	26.74	1,069.60
5	SPECIALTRAFFIC T-DP024008D 2Z3A 24X8- DOUBLE FACED- .080 GA- FLAG MOUNT PUNCH/ STD RADIUS ONE SIDE & NO RADIUS OTHER- HIP- W/G- W/BDR **SEE ATT** 1 EA) 12774 1 EA) 12772 1 EA) 12742 1 EA) 12797 1 EA) 12793	5.00	37.14	185.70
6	FREIGHT-TRAFFIC FREIGHT TRAFFIC SALES	1.00	86.02	86.02

Subtotal:	2,066.87
Tax:	0.00
Total:	<u>\$2,066.87</u>

Total subject to any applicable tax and freight charges. Additional freight charges for residential delivery, inside delivery, liftgate delivery, limited access delivery, or other charges incurred will be invoiced to the customer.

5/3/2023 10:53:27 AM



**911 Sign Replacement Project 2023**

**Year for Replacement**

- 2019 - 2021
- 2022
- 2023

**Sign Replacement Project - Order 1  
2023**

Road	Blades #
Lariat Circle	2
Hillsview Dr	2
Gobbler Ln	8
N Butte Rd	1
Grouse Rd	6
Smithwick Rd	2
Antler Ct	2
Pheasant Ct	2
Buckhorn Way	4

Address	Road Name
13275	ANGOSTURA
13280	ANGOSTURA
13281	ANGOSTURA
13289	ANGOSTURA
13295	ANGOSTURA
13297	ANGOSTURA
13303	ANGOSTURA
12941	ARGYLE
12943	ARGYLE
28300	BUTTE
14400	DEAD TREE
28443	GOBBLER
27949	HORSE CAMP
28049	HORSE CAMP
28078	HORSE CAMP
28082	HORSE CAMP
27882	KNAPPIE
27938	KNAPPIE
28428	SAND CREEK

Address	Road Name
12857	SAPPHIRE
12858	SAPPHIRE
12876	SAPPHIRE
12883	SAPPHIRE
12889	SAPPHIRE
12895	SAPPHIRE
28468	SHARPTAIL
127	SMITHWICK
205	SMITHWICK
206	SMITHWICK
207	SMITHWICK
208	SMITHWICK
12774	US HIGHWAY 18
12772	US HIGHWAY 18
12742	US HIGHWAY 18
12797	US HIGHWAY 18
12793	US HIGHWAY 18

Town of Smithwick	
Address	Road Name
222	2ND
116	3RD
117	3RD
203	3RD
204	3RD
306	4TH
318	4TH
322	4TH
336	4TH



## Seventh Circuit CASA Program



1605 Evergreen Drive  
Rapid City, South Dakota 57702  
Phone: (605) 394-2203  
[www.casaofrapidcity.org](http://www.casaofrapidcity.org)

May 11, 2023

Fall River County Commissioners  
Fall River / Oglala Lakota County Auditor  
County Courthouse  
906 North River Street  
Hot Springs, SD 57747

Dear Commissioners,

Thank you for the opportunity to submit this reimbursement request and thank you for your support of CASA services to Fall River Counties youngest community members. Seventh Circuit seeks this funding to support our program as we recruit, train and support volunteer advocates who support local children in foster care.

Amount requested: \$2,250.00

This amount represents one year of staff and volunteer advocacy for Fall River County. I know that for some time we have requested \$1,585 annually. This year we are increasing our ask by \$665. We did not increase our ask due to gas prices, we increased our ask due to the fact we have made several cost of living adjustments to staff wages as well as increasing benefits. This is because we have a commitment to maintaining consistent, quality employees who have the experience necessary to support volunteers navigate ways to advocate for children in the complicated child welfare system. Thank you for your consideration.

As a 501 c (3) and a full member in good standing of the National CASA Association, Seventh Circuit CASA Program is ever mindful of the fact that we are here to serve the needs of abused and neglected children in our community.

We are working to secure funding and recruit volunteers so that we become a “voice” in court for every child referred to our program. To reach this ambitious goal we are developing new community partnerships and exploring new approaches to outreach so that our volunteers are as diverse, vibrant and plentiful as the children that they advocate for.

Thank you for being an integral part of supporting all the children in our community.

Sincerely,

Kehala Two Bulls, Executive Director  
Seventh Circuit CASA Program

**Lift up a child's voice. A child's life.™**



ACCOUNT DESCRIPTION	GL#	20 ACTUAL	21 ACTUAL	22 ACTUAL	3-YEAR AVERAGE	23 BUDGET	23 YTD ACTUAL	24 REQUESTED	24 APPROVED
1260.159 CASA	10100X4260159	1,585.00	1,585.00	1,585.00	1,585.00	1,585.00	.00	\$ 2250	
ACCOUNT TYPE TOTALS	42	1,585.00	1,585.00	1,585.00	1,585.00	1,585.00	.00		
FUND TOTALS	10100	1,585.00	1,585.00	1,585.00	1,585.00	1,585.00	.00		
DEPT TOTALS	159	1,585.00	1,585.00	1,585.00	1,585.00	1,585.00	.00		

\$ 2250

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

ACCOUNT DESCRIPTION	GL#	20 ACTUAL	21 ACTUAL	22 ACTUAL	3-YEAR AVERAGE	23 BUDGET	23 YTD ACTUAL	24 REQUESTED	24 APPROVED
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4291.511 EDGE FMT 10100X4291511

4,000.00 4,000.00 4,000.00 4,000.00 4,000.00 4,000.00 .00

4292.511 H.S. FMT 10100X4292511

20,000.00 20,000.00 25,000.00 21,666.67 25,000.00 .00

ACCOUNT TYPE TOTALS 42

24,000.00 24,000.00 29,000.00 25,666.67 29,000.00 .00

FUND TOTALS 10100

24,000.00 24,000.00 29,000.00 25,666.67 29,000.00 .00

DEPT TOTALS 511

24,000.00 24,000.00 29,000.00 25,666.67 29,000.00 .00

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

*\$ 25,000.00*



**FAXED BID: 6057454188**

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

**DATE: 5/4/2023** Awarded 5/5

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

**BID FOR: Approx. 8,000 Gallons #2 DYED DSL**

**AMOUNT OF BID: \$ 2.85**

**(This bid includes all appropriate taxes and fees)**

**Signed By: Andrew Nelson**

**Note: all faxed bids must be received in the Fall River County Highway Dept. office at the above number before 1:00pm 5/5 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: 5/5/2023**

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

**BID FOR: \_Approx 8,000 Gallons #2 DYED DSL**

**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.~~ <sup>5/5 1:0pm</sup> to be considered, unless otherwise stated by the caller for bids.**

**If declining to bid please write the words; " Decline todays bid." On the line designated for the Bid Amount.**

**Thank You**

**FAX:**  
**EMAIL: MKulish@mgoil.com**

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

**DATE: 5/4/2023**

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

**BID FOR: Approx. 8,000 Gallons #2 DYED DSL**

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

**Signed By:** Crissy - office - mgr

**Note: all bids must be received in the Fall River County Highway Dept. office at the above number before 1:00p.m 5/5. 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**

PREPARED BY: Casey Davis  
Name: Casey Davis  
Address: 650 Flormann St R.C. SD 57701

Telephone #: 605-431-2067

**FALL RIVER COUNTY  
PIPELINE EASEMENT**

This Pipeline Easement is made and entered into this 12 day of April, 2023, 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 Davis Land Development LLLC and \_\_\_\_\_, Landowner(s), hereinafter referred to as "Grantee(s)", whose Post Office address is (are): 650 Flormann St R.C. SD 57701 and \_\_\_\_\_.

**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 # 1.

Easement to be in that area adjacent to the NE Quarter of the NW Quarter of the NE 1/4 Lx55 Lot H-1 \_\_\_\_\_, Section 34 in Township 8 South, Range 6 East, and the SE Quarter of the SW Quarter, Section 27 in Township 8 South, Range 6 East, of the Black Hills Meridian, Fall River County, South Dakota.

And

The pipeline to run from the NE Quarter of the NW Quarter of Section 34 in Township 8 South, Range 6 East, to the SE Quarter of the SE Quarter, Section 27 in Township 8 South, Range 6 East, 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)745-5137 in

**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 causes 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 seven (7) 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 one and a quarter (1 ¼) inch pipeline which shall be sheltered in a two (2) 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***

construction, repair, maintenance and replacement shall be done at Grantee(s)'s cost.

**III.**

That the consideration for this easement is One Dollar (\$1.00) and other good and valuable Consideration.

**IV.**

The parties further agree that this easement and all its terms and conditions shall inure to and be for the benefit of the parties to this agreement, as well as for their respective heirs, successors in interest and assigns.

Fall River County, Grantor

By: \_\_\_\_\_

Chairman

Fall River County Commissioners

ATTEST:

\_\_\_\_\_  
Fall River County Auditor

STATE OF SOUTH DAKOTA)  
SS)  
COUNTY OF FALL RIVER )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be Chairman of the Fall River County Board of Commissioners, and acknowledged to me that he/she executed the same on behalf of Fall River County, a Political Subdivision of the State of South Dakota in his/her capacity as Chairman of the Fall River County Commission, for the purposes therein contained.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public – South Dakota

(SEAL)

**PIPELINE EASEMENT CONT'D**

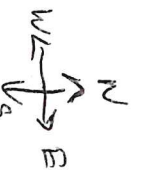
Owner as Grantee

By: Davis Land Development LLC and Cesty Davis



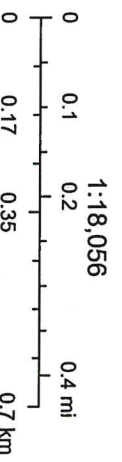


pipeline road map



April 21, 2023

Pipeline to run west of Angostura Den Road From Current Stepping Point at Ridgeview to the south of Bunny Lane. Ditch will Run South to North along the Road Ditch. Pipeline to run in South Ditch of Bunny Lane. Ditch Runs East to west in the South Road Ditch



Esri Community Maps Contributors, South Dakota Game Fish and Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NSA, USGS,

Prepared by:  
Renee J. Kindred  
13881 Sand Hill Road  
Oral, SD 57766  
605-424-6411

## FALL RIVER COUNTY PIPELINE EASEMENT

This Pipeline Easement is made and entered into this 8 day of May, 2023, 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 Kindred Ranch LLP, a South Dakota limited liability partnership, Landowner, hereinafter referred to as "Grantee", whose post office address is 13881 Sand Hill Road, Oral, SD 57766.

### I.

County, as Grantor, hereby grants and conveys to the above Landowner, as Grantee, a permanent, continuing, fifteen (15) 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, along, and across Oak Tree Road.

Easement to be in that area adjacent to Sections Twenty-seven (27) and Thirty-four (34), in Township Eight South (8S), Range Seven East (7E), of the Black Hills Meridian, Fall River County, South Dakota. The pipeline to run from the intersection of Howl Road and Oak Tree Road, over, upon, under, along, and across Oak Tree Road, Sections Twenty-seven (27) and Thirty-four (34), Township Eight South (8S), Range Seven East (7E), of the Black Hills Meridian, Fall River County, South Dakota, to Section Twenty-eight (28), Township Eight South (8S), Range Seven East (7E), 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 shall for the purpose of inspection, notify Fall River County Water Users

District at (605) 424-7648 or Fall River County Highway Department at (605) 745-5137 in advance before pipe is placed or covered.

- b. That the Grantee 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 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 that is contiguous thereto.
- d. That Grantee shall not be entitled to use this easement for any other purpose not provided for herein.
- e. That Grantee 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 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 resulting from the Grantee's use of this easement, the pipeline or the negligence of the Grantee, their agents or employees with respect thereto.
- g. That Grantee 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 agrees that with any disturbance of the ground during repair, placement, replacement or otherwise that thereafter Grantee 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 agrees to bury the pipeline in the earth at least seven (7) 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. In installing the pipeline, the parties understand and agree that the easement is for a one and one-half (1-1/2) inch pipeline.
- j. That Grantee shall have the right of ingress and egress upon county's real estate herein contemplated for purposes of construction, repairing, maintaining, and replacing said pipeline in order to keep it serviceable and in a useable condition. That said construction, repair, maintenance and replacement shall be done at Grantee's cost.

### III.

That the consideration for this easement is One Dollar (\$1.00) and other good and valuable consideration.



State of South Dakota )  
 ) ss  
County of Fall River )

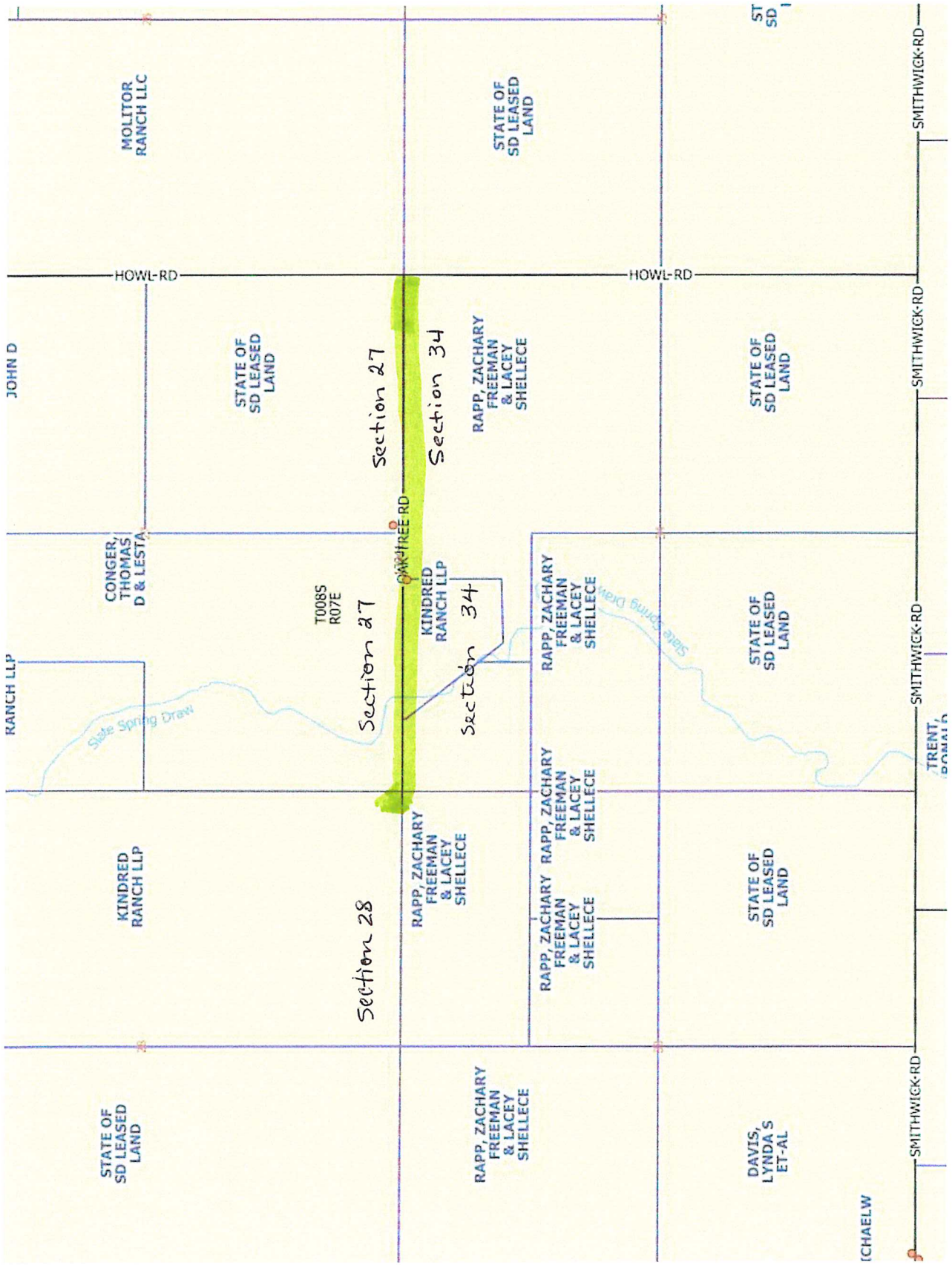
On this 9<sup>th</sup> day of May, before me, Edith Jenniges,  
the undersigned officer, personally appeared H. Mike Kindred, known to me or satisfactorily  
proven to be a Partner of Kindred Ranch LLP, and acknowledged to me that he executed the  
same on behalf of Kindred Ranch LLP, a limited liability partnership of the State of South  
Dakota in his capacity as Partner of Kindred Ranch LLP, for the purposes therein contained.

In Witness Whereof I have hereunto set my hand and official seal.

Edith Jenniges  
Notary Public - South Dakota

My commission expires: 8-12-2025





MOLITOR RANCH LLC

JOHN D

CONGER, THOMAS D & LESTA

RANCH LLP

KINDRED RANCH LLP

State Spring Draw

STATE OF SD LEASED LAND

STATE OF SD LEASED LAND

T0085 R07E

Section 28

Section 27

Section 27

KINDRED RANCH LLP

Section 34

RAPP, ZACHARY FREEMAN & LACEY SHELLECE

RAPP, ZACHARY FREEMAN & LACEY SHELLECE

RAPP, ZACHARY FREEMAN & LACEY SHELLECE

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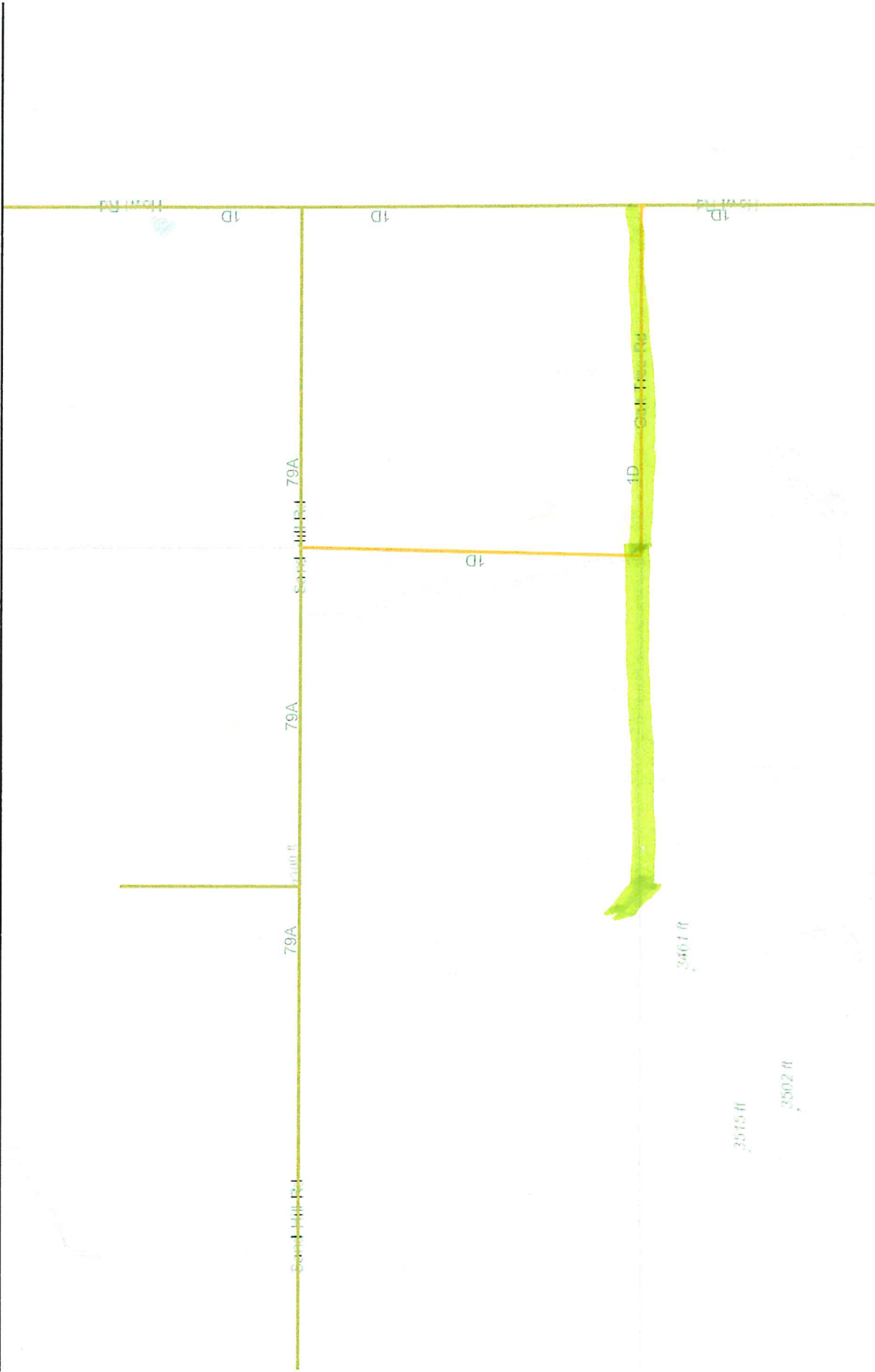
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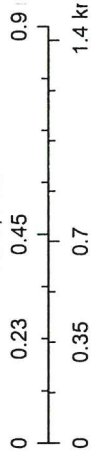
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# Fall River County Road System



May 8, 2023

1:36,112



Bureau of Land Management, Esri, Canada, Esri, HERE, Garmin  
INCREMENT P, USGS, METINASA, EPA, USDA



**AGREEMENT #2023-27-2**

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

WHEREAS, **SDGFP** and the **COUNTY** have mutually agreed that **Fall River County Road 71A** (5.5 miles), leading to Sheps Canyon Recreation Area (Angostura Reservoir), shall receive an application of “Mag Water” for dust control, herein referred to as “**PROJECT**” in 2023.

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

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

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

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

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

1. **SDGFP** shall pay for 50% of the total **PROJECT** costs incurred and make payment directly to the **COUNTY** upon satisfactory completion and Final Inspection and receipt of billing from the **COUNTY**.
2. **SDGFP** payment to the **COUNTY** Shall Not Exceed \$18,500.

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

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

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

By: Jeffrey A. VanMeeteren  
Jeffrey A. VanMeeteren (May 9, 2023 15:55 CDT)

Director, Parks and Recreation

Date: 05/09/2023

**FALL RIVER COUNTY BOARD  
OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_

Chairman

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

## **Biden proposal would let conservationists lease public land much as drillers and ranchers do**

The proposed rule would allow conservationists and others to lease federally owned land to restore it, much the same way oil companies buy leases to drill and ranchers pay to graze cattle.



A sheep herder herds sheep on federal land near Atomic City, Idaho, in 2014. Under the Biden administration's proposed rule, conservationists could lease federal land to restore it. Allen J. Schaben / Los Angeles Times via Getty Images file

By Associated Press

BILLINGS, Mont. — The Biden administration wants to put conserving vast government-owned lands on equal footing with [oil drilling](#), [livestock grazing](#) and other interests, according to [a top administration official](#) who defended the idea against criticism that it would interfere with industry.

The proposal would allow conservationists and others to lease federally owned land to restore it, much the same way oil companies buy leases to drill and ranchers pay to graze cattle. Companies could also buy conservation leases, such as oil drillers who want to offset damage to public land by restoring acreage elsewhere.

Tracy Stone-Manning, director of the Bureau of Land Management, said in an interview with The Associated Press that the proposed changes would address rising pressure from climate change

and development. While the bureau previously issued leases for conservation in limited cases, it has never had a dedicated program for it, she said.

“It makes conservation an equal among the multiple uses that we manage for,” Stone-Manning said. “There are rules around how we do solar development. There are rules around how we do oil and gas. There have not been rules around how we deliver on the portions of (federal law) that say, ‘Manage for fish and wildlife habitat, manage for clean water.’”



Tracy Stone-Manning during her confirmation hearing on June 8, 2021. Alex Brandon / AP file

The pending rule also would promote establishing more areas of “critical environmental concern” due to their historic or cultural significance, or their importance for wildlife conservation. More than 1,000 such sites covering about 33,000 square miles (85,000 square kilometers) have been designated previously.

By comparison, about 242,00 square miles of bureau land are open to grazing livestock.

But more than a century after the U.S. started selling oil and gas leases, the conservation idea is stirring debate over the best use of vast government-owned property, primarily in the West.

Opponents including Republican lawmakers are blasting it as [a backdoor way](#) to exclude mining, energy development and agriculture from land controlled by the BLM.

The bureau has a history of industry-friendly policies for the 380,000 square miles (990,000 square kilometers) it oversees, an area more than twice the size of California. It also regulates publicly owned underground minerals, including oil, coal and lithium for renewable energy across more than 1 million square miles.

Those holdings put the 10,000-person agency at the center of arguments over how much development should be allowed.

On Monday night, senior agency officials were scheduled to host the first virtual public meeting about the conservation proposal. Another virtual event is slated for June 5 and public meetings are planned for May 25 in Denver; May 30 in Reno, Nevada; and June 1 in Albuquerque, New Mexico.

U.S. Sen. John Barrasso, a Wyoming Republican who tried to block [Stone-Manning's 2021 Senate confirmation](#), says the proposed rule is illegal.

Earlier this month he berated Interior Secretary Deb Haaland over it during an Energy and Natural Resources Committee hearing, saying she was “giving radicals a new tool to shut out the public.”

“The secretary wants to make non-use a use,” said Barrasso, the ranking Republican on the committee. “She is ... turning federal law on its head.”

Stone-Manning said critics are misreading the rule, and that conservation leases would not usurp existing ones. If grazing is now permitted on a parcel, it could continue. And people could still hunt on the leased property or use it for recreation, she said.

Former President Donald Trump tried to ramp up fossil fuel development on bureau lands, but President Joe Biden suspended new oil and gas leasing when he entered office. Biden later revived the deals to win West Virginia Democratic Sen. Joe Manchin's support for [last year's climate law](#).

Biden remains under intense pressure from Manchin and many Republicans to allow more drilling. Such companies currently hold leases across some 37,500 square miles of bureau land.

Environmentalists have largely embraced the idea of conservation leases, characterizing the proposal as long overdue.

Joel Webster with the Theodore Roosevelt Conservation Partnership, a coalition of conservation groups and hunting and fishing organizations, said the administration's plan would set up a process to ensure landscapes are considered for conservation without forcing restrictions.

He cautioned, however, that administration officials must ensure a final rule doesn't have unintended consequences.

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***Unified Judicial System***

*500 East Capitol Avenue  
Pierre, SD 57501-5070*

## **Indigent Legal Services Task Force to Host Listening Sessions to Gather Public Input**

***For Immediate Release***

**Contact: Greg Sattizahn  
773-3474**

—Pierre

The Indigent Legal Services Task Force created by HB 1064 during the 2023 Legislative session will be holding several listening sessions across the state to gather information to inform its work.

The goal of this Task Force as stated in the legislation is to:

1. Identify how legal services are delivered in South Dakota to indigent parties in criminal, juvenile and child abuse and neglect proceedings statewide;
2. Recommend ways to improve the delivery of legal services to indigent parties;
3. Recommend methods to provide services for conflict cases where local public defenders may be unable to take cases;
4. Address how to ensure competent representation is provided to indigent parties; and
5. Identify potential funding options to ensure delivery of legal services for indigent parties.

The listening sessions are scheduled as follows:

Location:	Date:
Brown County Courthouse Community Room, Aberdeen	May 17 10am-Noon
Roberts County Courthouse, Sisseton	May 17 2pm-4pm
Hot Springs Civic Center	May 19 10am-Noon
Meade County Courthouse, Sturgis	May 22 10am-Noon
Oacoma, Cedar Shores	May 24 10am-Noon
Dewey County Courthouse, Timber Lake	May 31 10am-Noon
Pierre, Capitol Lake Visitor Center	June 1 10am-Noon
USD Knudson School of Law, Vermillion	June 6 10am-noon
Huron Crossroads Hotel and Event Center	June 12 10am-Noon
Virtual Meeting: <a href="https://us06web.zoom.us/j/89232563204?pwd=bG9PM1VHbWZoTWICWEROEJSNk54QT09">https://us06web.zoom.us/j/89232563204?pwd=bG9PM1VHbWZoTWICWEROEJSNk54QT09</a>	June 13 3pm- 5pm

Individuals needing assistance pursuant to the Americans with Disabilities Act, should contact State Court Administration (605) 773-3474 48 hours before convening to make any necessary arrangements.



The U.S. Supreme Court determined that the Sixth Amendment right to counsel is a state – not local – government obligation through the Fourteenth Amendment. The U.S. Supreme Court has never been asked whether it is constitutional for the state to pass its obligation onto local governments. However, when a state chooses to delegate its right to counsel responsibilities to local governments, the state must guarantee not only that those local governments and officials are able to provide effective representation, but that they are in fact doing so.

There is currently no constitutional requirement as to how public defense services must be funded and administered. Some states pass on the entirety of their obligations to local governments, while other states delegate no responsibility at all. A significant number of other states strike a balance by sharing their constitutional duty with local governments. Because states have chosen a myriad of ways to fund and administer the right to counsel, 6AC uses the following terminology for clarity.

## Terms

**Administration of public defense services** is the government entity authorized to determine and operate the structure of indigent defense services, including the responsibility to decide the selection, qualification, compensation, training, and supervision of attorneys representing indigent defendants. A **public defender** is a government-employed attorney who provides indigent defense services. A public defender may be part-time or full-time and compensated by the hour, salary, or any other method. A **private attorney** is not a government-employed attorney but is appointed to provide indigent defense services. A private attorney can provide indigent defense services under contract or on a case-by-case basis. A private attorney who represents indigent defendants on a case-by-case basis is typically called **assigned counsel**.

There is no constitutional requirement as to the indigent defense delivery model that a government must employ.

**Oversight of public defense services** is the government entity authorized to ensure that the state's constitutional obligation to provide effective representation is met, regardless of whether services are administered by the state or local government.

The state is responsible for ensuring uniform quality statewide. A state government is able to oversee representation in all case types in all courts by creating either an indigent defense commission to oversee a centralized office, or a centralized state government indigent defense office, that manages daily operations and carries out the duties of the commission or office.

**Funding of public defense services** is the way that government pays for indigent defense services. Funding can come through a state government appropriation; a local government appropriation; a hybrid of state and local government appropriation; or some alternative funding source. An **alternative funding source** is any means of funding indigent defense that is not a state or local government appropriation (e.g., court filing fees, reimbursement of costs by defendants, traffic ticket revenue, etc.).

The American Bar Association calls for state government funding because local jurisdictions most in need of indigent defense services are often the ones least able to afford them. A government that primarily relies on an alternative funding source to fund indigent defense is not sustainable because there is no predictability or correlation between the resources necessary to ensure effective representation and the revenue raised through the alternative funding source.

## Overview

### Funding

State government funding	Colorado, Idaho, Maine, Minnesota, Montana
Local government funding	
Hybrid government funding	Nebraska, North Dakota, Wyoming

### Administration

State government administration	Colorado, Idaho, Maine, Minnesota, Montana
Local government administration	
Hybrid government administration	Nebraska, North Dakota, Wyoming

### Oversight

Statewide oversight	Colorado, Maine, Minnesota
No statewide oversight	
Limited statewide oversight	Idaho, Montana, Nebraska, North Dakota, Wyoming