

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

Joe Falkenburg, Chairman
Fall River County Commissioner

ATTEST:

Sue Ganje
Fall River County Auditor


The Long's Lakeview Road District Election was held May 2, 2023. The final results of the election were as follows:

For the formation of the Long's Lakeview Road District: 18

Against the formation of the Long's Lakeview Road District:
1

We hereby certify the above results as the final results.

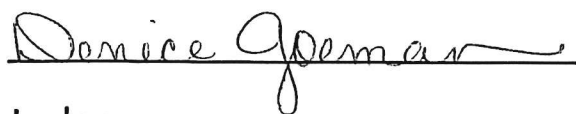
Dated this 2nd day of May, 2023



Superintendent



Judge



Judge



Rachel Hosterman <rachel.h@frcounty.org>

FW: Registration is open for Grant Writing Training in Pierre, SD - May 18-19, 2023

1 message

info@southdakotasheriffs.org <info@southdakotasheriffs.org>
To: info@southdakotasheriffs.org

Sun, Mar 26, 2023 at 8:39 PM

From: Grant Writing USA <success@grantwritingusa.com>
Sent: Friday, March 24, 2023 10:45 AM
To: admin@southdakotasheriffs.org
Subject: Registration is open for Grant Writing Training in Pierre, SD - May 18-19, 2023

***Grant Writing Training in Pierre, SD - May 18-19, 2023***

SD Department of Human Services and Grant Writing USA will present a two-day grant writing workshop in Pierre, SD - May 18-19, 2023. This training is for grant seekers across all disciplines. Attend this class and you'll learn how to find the funding sources and write winning grant proposals.

For event details visit: <http://grantstraining.com/pierre0523>

Beginning and experienced grant writers from city, county and state agencies as well as healthcare organizations, nonprofits, K-12, colleges and universities are encouraged to attend.

Tuition is \$495 and includes everything: two days of terrific instruction, workbook, and access to our Alumni Forum that's packed full of tools, helpful discussions and sample grant proposals.

Groups of 5 or more receive a \$50 discount per person. Discounts for Grant Writing USA alumni and nonprofits are also available. Please call for details. Payment is not required at the time of registration.

All health and safety guidelines will be followed. Online reservations are necessary.

More information including learning objectives, class location, graduate testimonials and online registration is available [here](#).

Contacts:

Janet Darling
Grant Writing USA
888.290.6237 toll free



SALES ORDER ACKNOWLEDGEMENT

Order Number: 3663524
Order Date: 28-MAR-23

Bill to:

FALL RIVER COUNTY SHERIFFS OFFICE
906 N. RIVER STREET
HOT SPRINGS, SD 57747
United States

Ship To:

FALL RIVER COUNTY SHERIFFS
OFFICE
906 N. RIVER STREET
HOT SPRINGS, SD 57747
United States

Sales Person	Purchase Order	INCO Terms	Payment Terms
Hallgren, Jeffrey	QUOTE 2023-J-57747-1	FOB	NET 30

Qty	Item Number	Description	Unit Price	Line Total
16	MAG-MOD-F-9-17	MAG-MOD-F-9-17 - MAGAZINE, P320, 9MM, FULL, 17 RD	\$38.00	\$608.00
16	MAG-MOD-F-9-21	MAG-MOD-F-9-21 - MAGAZINE, P320, 9MM, 21RD MAG, FULL-SIZE	\$38.00	\$608.00
2	W320XCA-9-BLUE	W320XCA-9-BLUE - P320, SIMM, 3.9IN, X-SERIES, BLUE, SIGLITE, BLUE MOD POLY XGRIP, (2) 17RD STEEL MAG, RAIL	\$749.00	\$1498.00
8	W320F-9-BXR3-PRO-RX2	W320F-9-BXR3-PRO-RX2 - P320, 9MM, 4.7, PRO, BLK, STRIKER, X-RAY 3 SUPP SIGHTS, MOD POLY X GRIP, (3) 17RD STEEL MAG, ROMEO2, RAIL	\$1031.82	\$8254.56

Subtotal	\$10,968.56
Charges	\$0.00
Total	\$10,968.56

Comments:

Please review and confirm the information is correct and thoroughly conveys all requirements (i.e., payment terms, product configuration (including unique product markings), inspection criteria, packaging and labeling requirements, or any delivery or logistics requirements).
SIG SAUER commercial warranty provisions apply unless expressly defined elsewhere. SIG SAUER's standard Terms and Conditions of Sale (available at <https://www.sigsauger.com/termsandconditions>) are incorporated herein by reference.

SIG SAUER INC.
72 PEASE BOULEVARD
NEWINGTON, NH 03801 USA
P: 603 640 3000 F: 603 640 3000

Wild Hedgehog LLC
DBA: Live The Creed

9565 W MOSSYWOOD DR, BOISE, ID 83709

Jonathan Barbera

Phone - (480) 286-2343

Email - jonb@ltcreed.com

www.LTCreed.com

PO REF# LTC-IFAK-472023

INV# 26429

Date Submitted:

4/19/23

Payment Status:

NET 30 DUE 5/19/23

BILL TO

Fall River County Sheriff's Office
906 N. River Street

Hot Springs, SD 57747
(605)745-4444

SHIP TO

Fall River County Sheriff's Office
906 N. River Street

Hot Springs, SD 57747
(605)745-4444

[illegible]

Remarks / Payment Instructions:

SUBTOTAL	\$1,292.00
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TOTAL TAX	NA
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SHIPPING/HANDLING	\$20.00
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Balance Due	\$ 1,312.00
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Sherrill Supply

Sept 17 1860

RECEIVED APR 19 2023

PO# AA-POUCHES-04262023

FALL RIVER COUNTY SHERIFF'S OFFICE

906 N. River Street, Hot Springs, SD 57747
(605)745-4444

DATE 04-26-2023

BILL TO

Fall River County Sheriff's Office

FOR

Various Pouches (total 20)

906 N. River Street, Hot Springs, SD 57747
(605)745-4444

Details

AMOUNT

Quote #QUO6177: ALLY ONE Radio/Taser Pouch, ALLY ONE OC
Spray Pouch, ALLY ONE Double Pistol Mag Pouch, ALLY ONE
Single Rifle Mag Pouch (all color black, quantity 5 each)

\$720.00

Shipping

\$19.09

SUBTOTAL \$739.09

TAX RATE 0.00%

OTHER \$0.00

TOTAL \$739.09

PO TERMS: Net 30 Days

If you have any questions concerning **PO# AA-POUCHES-04262023**, use the following contact information:

Rachel Hosterman, FRCSO Administrative Assistant (605)745-4444 or so@frcounty.org

THANK YOU!

PO# AA-VESTS-04262023

FALL RIVER COUNTY SHERIFF'S OFFICE

906 N. River Street, Hot Springs, SD 57747

(605)745-4444

DATE 04-26-2023

BILL TO

Fall River County Sheriff's Office

FOR

FRCSO Vests (5 officers)

906 N. River Street, Hot Springs, SD 57747

(605)745-4444

Details

AMOUNT

Quote #QUO6167: 5 vests (1R, 1M, 1S, 1B, 1J)

\$4,665.00

Shipping

\$94.10

SUBTOTAL \$4,759.10

TAX RATE 0.00%

OTHER \$0.00

TOTAL \$4,759.10

PO TERMS: Net 30 Days

If you have any questions concerning **PO# AA-VESTS-04262023**, use the following contact information:

Rachel Hosterman, FRCSO Administrative Assistant (605)745-4444 or so@frcounty.org

THANK YOU!



*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 4, 2023

Subj: Commission Update

1. Marty Property, Evans Street: Stu Marty would like to sell the lot on Evans Street. The county owns the lots on either side of his lot. The lot is located in the Cold Brook channel restoration area and is in the flood plain. Stu is asking \$5,000 for the lot. I recommend the county purchase the lot.
2. SCBA Compressor: I was told the Commission would like some type of agreement with the Hot Springs Fire Dept. regarding upkeep, etc. I will work with the States Attorney to draft an agreement.
3. Region 4 and 2023 WildFire Coordination Meeting: The meeting was held in Sturgis on Wednesday, May 3rd.
4. 2014 Chevrolet Pickup: The engine has seized and I have attached an estimate to replace the engine with a GM engine with 36 month, 100,000 mile warranty. The cause of the engine failure is unknown at this time, but it could possibly relate to the oil pump failure. The vehicle has been running fine, no engine noise, etc. and the oil was just changed per the manufacture recommendation.
5. EM Office Computer: The desk computer has no internet connection. The computer was purchased in 2012 and needs to be replaced.
6. Hazardous Materials Awareness Training: Blue Cell will be providing this training on Wednesday, May 10th, starting at 6pm in the south annex training room. I have sent the information out to all responder agencies. The cost is paid from the HMEP grant.
7. Fires & Incidents: None

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

Maverick Tire & Auto

1088 Hwy 71 South

Hot Springs, SD. 57747

Phone: 605-745-1000 Fax: 605- -

Sub Estimate For Or

036053**Estimate for Services**

Estimate Date : 5/2/2023

Fall River County Auditor

906 N River Street

Hot Springs, SD 57747

Home: 605-745-5130 Spouse: 890-037-2

2014 Chevrolet - Silverado 1500 LT - 5.3L,V8 (325CI) VIN(C)

Lic #: CO11362 - SD

Odom. In: 0

VIN #: 3GCUKREC7 EG250275

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Extended
Remanufactured engine from the dealer 3 year 100,000 *	1.00	6,995.00	6,995.00	LONG BLOCK - Remove & Replace - V8,4WD - [Includes: R&I Front Propeller Shaft. Includes: R&I Radiator. Includes: R&I Air Conditioning Condenser; recover, evacuate and recharge Air Conditioning System.] - [Consists of a Cylinder Block fitted with Pistons, Air conditioning service	27.50	3,430.08
Chevron Full Synthetic Oil 5W30S	6.00	6.49	38.94			
Oil Filter 84502	1.00	7.09	7.09			
Antifreeze 50/50 Cam 2 Global 1	1.00	14.99	14.99	Service air conditioner. Check condition of all belts and lines. Evacuate and recharge with reclaimed R134A. Test system performance.	0.88	69.95
R134a Refrigerant* R134a	1.40	19.22	26.91	CONDENSER - Remove & Replace - V8 w/o Auxiliary Battery - [Includes: R&I Air Cleaner.] - [DOES NOT include Air Conditioning System recover, evacuate and/or recharge.]	1.00	124.73
A/C Condenser - - Notice: Due to tiny passages, the condenser cannot be thoroughly flushed of debris and contaminants and should be replaced., With Transmission Oil Cooler 714283	1.00	237.90	237.90			
Shop Supplies			59.73			

Parts/Supplies: 7,380.56

Labor: 3,624.76

Total: \$ 11,005.32

TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within ___ days of the date shown above if I choose not to authorize the service recommended. All Parts removed will be discarded unless instructed otherwise: Save all Parts ___. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.

Signature _____ Date _____ Time _____

LO750

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Deedholder	Parcel_Number	Abtmt Years	Abtmt Type	Abtmt Amount	Abatement Reason
Hot Springs City:					
CITY OF HOT SPRINGS	75220-00200-015-00	AY 22 Pay 23	Total	\$ 262.30	Exempt Property
HIRST, VAL N	75112-00000-020-10	AY 22 Pay 23	Partial	\$ 2,169.49	Data Entry Error for Reduction Program
VANDEBERG, MARY L & NASH, ROSE	75290-01500-018-00	AY 22 Pay 23	Partial	\$ 1,176.43	Late application to a Reduction Program

Deedholder	Parcel_Number	Abtmt Years	Abtmt Type	Abtmt Amount	Abatement Reason
Edgemont City:					
GREGG, FRANK	72150-05100-010-00	AY 22 Pay 23	Total	\$ 536.24	Data Entry Error for Reduction Program
		AY 21 Pay 22	Total	\$ 395.86	
GREGG, FRANK M & PEGGY A	72150-05100-009-00	AY 22 Pay 23	Partial	\$ 315.19	
		AY 21 Pay 22	Total	\$ 594.70	
Gregg Total:				\$ 909.89	

Deedholder	Parcel_Number	Abtmt Years	Abtmt Type	Abtmt Amount	Abatement Reason
County:					
GRANT, REBECCA DEE SWAIN 1/3 INT	11000-00705-041-10	AY 22 Pay 23	Partial	\$ 73.14	Land Data entry error
MITCHELL, HARRY & PATRICIA	20000-00805-031-07	AY 22 Pay 23	Partial	\$ 242.62	Data Entry Error for Reduction Program
ROSS, DUSTIN M & KOLLER-ROSS, ERICA L	26000-00903-031-10	AY 22 Pay 23	Partial	\$ 717.13	Missed Owner Occupied
WEINRISE, LOLA 1/3 UNDIVIDED INT	34000-01004-222-10	AY 22 Pay 23	Partial	\$ 636.46	Ag Status Data entry error
GRAF, VALARIE J & COPE, ANITA	11000-00705-123-09	AY 22 Pay 23	Partial	\$ 156.14	Land Data Entry Error
		AY 21 Pay 22	Partial	\$ 66.96	
		AY 20 Pay 21	Partial	\$ 91.84	
		AY 19 Pay 20	Partial	\$ 102.48	
Graf Total:				\$ 417.42	



Division of Planning/Engineering

Office of Right of Way

700 E. Broadway Avenue

Pierre, SD 57501

O: 605-773-3408 | F: 605-773-5867

dot.sd.gov

April 6, 2023

Joe Falkenburg
Fall River County Commissioner
P.O. Box 69
Edgemont, SD 57735

RE: P 0043(00) Fall River County
PCNS 049U
Parcel 9

Dear Mr. Falkenburg:

Enclosed is the Right of Way Agreement for the above referenced project. I will need your signature on the second page as the Authorized Representative. Once you have signed it, mail it back in the prepaid envelope. Thank you!

Sincerely,

A handwritten signature in blue ink that reads "Gena Boren". The signature is written in a cursive, flowing style.

Gena Boren
Right of Way Technician

Enclosures

RIGHT OF WAY AGREEMENT (CITY/COUNTY)

Project No. P 0043(00) PCN No. 049U Parcel No. 9
County Fall River

This AGREEMENT for highway right of way and facilities entered into by the undersigned hereinafter referred to as Grantor, to the Fall River County of South Dakota, hereinafter referred to as Grantee, witnesseth:

WHEREAS, the Grantee contemplates the construction, operation and maintenance of highway facilities on the above described project, as described by plans; and;

WHEREAS, a portion of the right of way for such highway is located over and across the real property hereinafter described as:

Lot H1 in Lot 1 located in the SW1/4 of Section 12, Township 10 South, Range 2 East of the B.H.M., Fall River County, South Dakota. Lot H1 containing 1.16 acres (50489 sq. ft.), more or less; of which 0.12 acre (5097 sq. ft.), more or less, is statutory section line right of way.

WHEREAS, the Grantor has this date conveyed an interest in the above described real property to the Grantee.

NOW, THEREFORE, it is expressly covenanted, agreed and understood by the parties hereto, as follows:

(1) This AGREEMENT shall be in full force and effect until such highway is disposed of in accordance with the law and;

(2) That the following special agreements mutually agreed upon by and between the parties hereto are made a binding part of this AGREEMENT:

(3) Conditions relating to temporary easement areas on Grantor's property are contained in a separate Temporary Easement Agreement; and;

(4) That the Grantor by deliverance herewith of the properly executed deed conveying the above described property to the Grantee, and upon receipt of payment of the above amount by the Grantor from the Grantee, or its agent, less any deductions necessary to satisfy any liens or encumbrances necessary to guarantee a good and sufficient title to the Grantee, the Grantee shall be released from any claims of damages accruing or alleging to accrue to the adjacent property of the Grantor, his successors or assigns, by virtue of the construction, operation and maintenance of said highway; and;

(5) That Grantor, his heirs, successors or assigns, shall not interfere with or disturb any of such above described highway facility, or portion thereof, without express approval of the Grantee, or its duly authorized representative empowered to grant such approval, and then only under the conditions as designated by the Grantee or its duly authorized representative. The Grantee shall have the right of ingress or egress to enter upon abutting property when necessary to maintain drainage structures until the right of way is no longer used for highway purposes.

(6) The Grantor grants permission to the Grantee to enter upon the above described property to commence construction and all foregoing conditions are binding upon the Grantee only upon approval of this AGREEMENT by the Grantee's authorized representative, and in the event said approval is not obtained, this AGREEMENT is null and void and of no force or effect; and;

(7) NOW, THEREFORE, BE IT AGREED, that for a total consideration of \$ 2,275.22, for land conveyed, and temporary easement; with the understanding, payment will be made as soon as all required documents and releases are properly signed and received by the Grantee and a voucher processed for payment; the above and foregoing AGREEMENT is entered into on the 27th day of February, 2023, and in witness whereof the Grantor hereunto subscribes by signature.

Receipt of an identical copy of this AGREEMENT is hereby acknowledged.

Black Hills Electric Cooperative, Inc.

By: Walker Witt

(Corporate Seal)

Its: CEO

CORPORATE ACKNOWLEDGMENT

STATE OF South Dakota)

) SS

COUNTY OF Custer)

On this the 27th day of February, 2023, before me Sammi Langendorf, a notary public, personally appeared Walker Witt, who acknowledged himself to be the CEO, of Black Hills Electric Cooperative, Inc., a corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

In witness whereof I hereunto set my hand and official seal.

[Notary Seal]



Sammi Langendorf
Notary Public

My commission expires: 1-11-2029

The above and foregoing AGREEMENT approved this _____ day of _____, _____.

Authorized Representative of City/County

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
JOINT POWERS AGREEMENT TO PROVIDE FOR
THE STRIPING OF COUNTY ROADS
WITHIN FALL RIVER COUNTY**

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and FALL RIVER County, South Dakota, referred to in this Agreement as the "COUNTY."

1. JOINT POWERS

- A. This Agreement does not establish a separate legal entity as contemplated by SDCL 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by the STATE and the COUNTY. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased in connection with this Agreement.
- B. Any COUNTY or STATE employee engaged in joint action under this Agreement will remain an employee of his agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to any responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

2. BACKGROUND

- A. The STATE has allocated five hundred thousand dollars (\$500,000) to a state-wide county highway striping project, designated as project number P 000S(00)288, PCN 07DV, and referred to in this Agreement as the "PROJECT." STATE funds will pay sixty percent (60%) of the eligible PROJECT costs, up to a maximum amount of five hundred thousand dollars (\$500,000). Counties participating in the PROJECT will pay the remainder of the PROJECT costs with county funds.
- B. The COUNTY wants to participate in the PROJECT for the striping of approximately 13.5 miles of roads under COUNTY'S supervision and control.

THE COUNTY AND THE STATE MUTUALLY AGREE AS FOLLOWS:

3. TERM

This Agreement will become effective upon the last signature and will end once the PROJECT is closed by STATE unless terminated earlier pursuant to the terms of this Agreement.

4. PROJECT PLANNING AND CONSTRUCTION

- A. The STATE will prepare plans, advertise the PROJECT for bids, award a contract to the lowest responsible bidder, be the contracting party for the PROJECT, and administer construction of the PROJECT except for the tasks to be undertaken by the COUNTY as spelled out elsewhere in this Agreement.
- B. The COUNTY will sweep roadways to be striped in advance of the contractor's operations.
- C. The COUNTY will provide the PROJECT inspection for that portion of the PROJECT involving COUNTY'S roads.

- D. The COUNTY will be solely responsible for ensuring that no passing zones are clearly marked for the benefit of the contractor for the PROJECT. The COUNTY may meet this obligation by ensuring that the beginning and ending of each no passing zone is marked, in a manner clearly visible from the driving lane, with a "NO PASSING ZONE" sign (W14-3), a "DO NOT PASS" sign (R4-1), a "PASS WITH CARE" sign (R4-2), or 9' steel channel posts driven 3.5' to 4' near the right-of-way line with the top 2' painted yellow. The COUNTY will be solely responsible for the cost of marking no passing zones for the benefit of the contractor.

5. ELIGIBLE COSTS

PROJECT costs that are eligible for STATE funds are preliminary engineering, construction engineering and administration, and construction costs, provided the costs are incurred in accordance with this Agreement. Costs incurred in violation of any terms or conditions of this Agreement will be deemed ineligible.

6. FUNDING THE PROJECT

- A. The STATE will pay all costs associated with the PROJECT directly to any consultants and to the construction contractor.
- B. The parties will share eligible PROJECT costs totaling seven thousand, three hundred eighty-eight dollars and ninety-nine cents (\$7,388.99) as follows: The STATE will pay 60% of eligible PROJECT costs up to a maximum limiting amount of four thousand, four hundred thirty-three dollars and forty cents (\$4,433.40) and the COUNTY will pay the remaining 40% match for eligible PROJECT costs, up to a total of two thousand, nine hundred fifty-five dollars and sixty cents (\$2,955.60) in matching funds. The COUNTY will be one hundred percent (100%) responsible for all ineligible PROJECT costs, including any PROJECT costs in excess of seven thousand, three hundred eighty-eight dollars and ninety-nine cents (\$7,388.99) on COUNTY'S roads.
- C. The STATE will bill the COUNTY for the COUNTY'S share of PROJECT costs. The COUNTY will pay the STATE within thirty (30) days of receipt of billings from the STATE.

7. AMENDMENTS

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties.

8. TERMINATION

The STATE may terminate this Agreement at any time with or without cause and with or without notice. If the STATE terminates this Agreement for a default by the COUNTY, the COUNTY will reimburse the STATE for all STATE funds expended for the PROJECT.

9. FUNDING AVAILABILITY

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

10. SUBCONTRACTING

The COUNTY may not assign, sublet, or transfer this Agreement or any interest in this Agreement without the STATE'S written permission to do so.

11. INDEMNIFICATION

The COUNTY will indemnify and defend the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that arise as a result of any act or omission of the COUNTY or the COUNTY'S officers, agents, or employee. The COUNTY is not required to be responsible for nor to defend against claims or damages arising solely from errors or omissions of the STATE, its officers, agents, or employees.

12. AMERICANS WITH DISABILITIES ACT

The COUNTY will provide services in compliance with the Americans with Disabilities Act of 1990 and any amendments.

13. COMPLIANCE WITH LAWS

The COUNTY will comply with all federal, state, and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The COUNTY will procure all licenses, permits, or other rights necessary for the fulfillment of their obligations under this Agreement. The COUNTY'S noncompliance with these requirements will be cause for the STATE to withhold participation and reimbursement.

14. CONTROLLING LAW

- A. This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. The venue for any lawsuit pertaining to or affecting this Agreement will be in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- B. Any dispute between the parties concerning this Agreement will be referred to the Secretary of the South Dakota Department of Transportation or duly authorized representative for determination, whose decision in the matter will be final and conclusive on the parties to this Agreement.

15. SEVERABILITY

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

16. SUPERCESSION

All other 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 in this Agreement, this Agreement constitutes the entire Agreement with respect to the subject matter.

17. SIGNATURE AUTHORITY

The COUNTY has designated its Commissioner as the COUNTY'S authorized representative and has empowered the Commissioner with the authority to sign this Agreement on behalf of the COUNTY. A copy of the COUNTY'S Commission or Council minutes or resolution authorizing the execution of this Agreement by the COUNTY'S authorized representative is attached to this Agreement as **ExhibitA**.

The STATE and the COUNTY signify their agreement by signatures affixed on the next page.

FALL RIVER County, South Dakota

By: _____

Printed Name: _____

Its: County Commission Chairperson

Date: _____

Attest: _____

Printed Name: _____

County Auditor/Clerk

[County Seal]

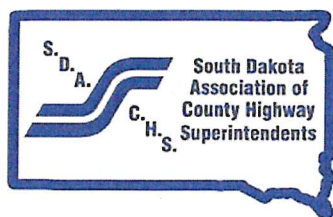
State of South Dakota
Department of Transportation

By: _____

Joel M. Jundt

Its: Department Secretary

Date: _____



38TH ANNUAL SUMMER MEETING - 2023

MEMORANDUM

TO: SOUTH DAKOTA COUNTY HIGHWAY SUPERINTENDENTS, GOVERNMENT EMPLOYEES, CONSULTANTS, CONTRACTORS, AND SUPPLIERS

FROM: RANDY SEILER - FALL RIVER
(605) 745-5137
frchwydept@gwtc.net

JEFF HAESSIG - SPINK
(605) 472-5008
office.spinkhwy@nrctv.com

DAVE SORENSON - KINGSBURY
(605) 854-3491
kingsbury@qwestoffice.net

JOE MILLER - PENNINGTON
(605) 394-2166
Joe.Miller@pennco.org

BLAKE BARRINGER
(605) 280-0111
Barringer5@pie.midco.net

RE: 38th ANNUAL SDACHS SUMMER MEETING – 2023

It's that time of the year to remind everyone of the summer meeting to be held on June 7 and 8, 2023. The meeting will be at the OUTPOST LODGE north of Pierre. **There will be NO REGISTRATION FEE for highway superintendents.** Registration will begin at 5:00 p.m. at the Outpost Lodge on the 7th.

Once again, we would encourage all new, retired, active superintendents, and government employees, suppliers, consultants and contractors to make an appearance. Spouses are also invited to attend. Vendors have supported this and all of the other meetings that have been held throughout the years. There will be much to learn from the retired and active superintendents, vendors, and SDLTAP and SDDOT personnel. You will be able to gain knowledge from "thousands" of years of experience. For the new guys and gals on the block, everyone is willing to help you out, so please make an effort to participate and make this a record year.

SDACHS Summer Meeting – June 7 and 8, 2023

Wednesday, June 7, 2023

11:00 AM -1:00 PM EXECUTIVE BOARD MEETING with KRIS JACOBSEN (Set county convention agenda)
1:00-4:00 PM MEET AND GREET (Round Table Discussion with SDDOT and SDLTAP at 3:00 PM)
Registration: 5:00 PM until whenever - so you can't be too late
Outpost Lodge (605) 264-5450
- Fishing times for Thursday Available at Registration -

Thursday, June 8, 2023

Registration: 7:30-10:00 AM (Outpost Lodge – north of Pierre)
Cost: Highway Superintendents/Spouses **FREE**
Vendors \$60.00
Government & Non-Profit \$30

P.S. Suppliers, Consultants, and Contractors

If you are unable or cannot attend and would like to sponsor a prize, please contact the names mentioned above or your local County Highway Superintendent.

AGENDA
38TH ANNUAL SUMMER MEETING – 2023
SOUTH DAKOTA ASSOCIATION OF COUNTY HIGHWAY SUPERINTENDENTS

JUNE 7 – WEDNESDAY

11:00AM-1:00PM EXECUTIVE BOARD MEETING with KRIS JACOBSEN at the OUTPOST LODGE

Set agenda for county convention

1:00-4:00 PM MEET & GREET (ROUND TABLE DISCUSSION with SDDOT and SDLTAP at 3:00PM)

5:00 PM EARLY REGISTRATION AT OUTPOST LODGE

6:00-7:30 PM BURGER FRY AT THE OUTPOST LODGE

Sponsored by: Dust Busters

JUNE 8 – THURSDAY

6:30-8:30 AM BREAKFAST AT THE OUTPOST LODGE

Sponsored by: FORTERRA

7:30 AM REGISTRATION (OUTPOST LODGE)

8:00 AM-4:00 PM Meet with Staff of SDDOT/Local Government Assistance and the
SD Local Transportation Assistance Program

5:00-6:30 PM SOCIAL HOUR (OUTPOST LODGE)

6:30 PM BANQUET

Sponsored by: Brosz Engineering, Inc.

7:30 PM DRAWING FOR PRIZES

(This drawing is for Hwy Superintendents, Gov't Employees, and Spouses)

Outpost Lodge (605) 264-5450 www.outpostsd.com

**SEND EARLY REGISTRATION TO:
SDACHS
ATTN: BRIAN GUSTAD
422 Western Ave.
Brookings, SD 57006
(605) 696-8270**

2023
SUMMER MEETING REGISTRATION FORM

First Name: _____ Last Name: _____

County/Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ E-Mail: _____

REGISTRATION FEES

Highway Superintendents & spouses (PAST & PRESENT)

FREE

Vendor

\$60.00 per person

Additional Vendor Attendees: _____
(names) _____

Government & Non-Profit

\$30.00 per person

Total Amount Due: \$ _____

Please remit payment to:

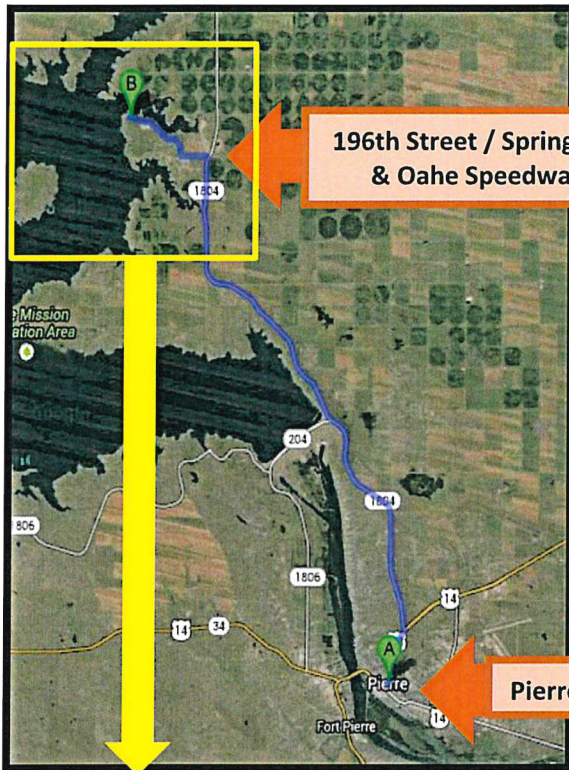
SDACHS

**ATTN: BRIAN GUSTAD
422 WESTERN AVE.
BROOKINGS, SD 57006
(605) 696-8270**





28220 Cow Creek Road
Pierre, SD 57501
(605) 264-5450



196th Street / Spring Creek Place
& Oahe Speedway Turnoff

Pierre

Directions

- 1 - From the Jct. of US14/US83 NE of Pierre (top of Euclid Ave.), head N on SD1804.
- 2 - Follow SD1804 to the N for approximately 14 miles.
- 3 - Turn left onto 196th Street /Spring Creek Place.
- 4 - Take the 1st right onto Cow Creek Road – destination will be on the left approximately 2 miles.



Outpost Lodge

Spring Creek Place /
Oahe Speedway



South Dakota Association of County Highway Superintendents

2023 SDACHS Highway Dept Workshop

Registration Form

Tuesday, June 13th 2023 – 8:30 am to 4:00 pm

Registration Fee: \$100.00 per person

Late registration: \$110.00 per person
(For registrations received after Friday, June 2nd, 2023)

*Registrations are refundable if cancelled by Friday, June 2nd, 2023

No refunds will be given after this date

County Fall River County

<u>Name</u>	<u>Title</u>	<u>Amount Due</u>
<u>Randy Seiler</u>	<u>Hwy Supt.</u>	<u>\$ 100.⁰⁰</u>
<u>Crissy Stover</u>	<u>Office mgr</u>	<u>\$ 100.⁰⁰</u>

Total Amount Due/ Enclosed: \$ 200.⁰⁰

Return with payment by June 2nd, 2023 to:

South Dakota Association of County Commissioners
211 East Prospect Ave
Pierre, SD 57501

Room Blocks:

Ramkota Hotel – 224-6877 - \$75.00 X 2

DESCRIPTION	GL#	20 ACTUAL	21 ACTUAL	22 ACTUAL	3-YEAR AVERAGE	23 BUDGET	23 YTD ACTUAL	% REQUESTED	24 APPROVED
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MUSEUM INSURANCE 10100X4210512 .00 6,000.00 6,000.00 4,000.00 6,000.00 .00

MUSEUM REPAIRS 10100X4250512 .00 .00 .00 .00 .00 .00

MUSEUM SUPPLIES 10100X4260512 6,000.00 .00 .00 2,000.00 .00 .00

MUSEUM UTILITIES 10100X4280512 .00 .00 .00 .00 .00 .00

COUNT TYPE TOTALS 42 6,000.00 6,000.00 6,000.00 6,000.00 6,000.00 .00

FUND TOTALS 10100 6,000.00 6,000.00 6,000.00 6,000.00 6,000.00 .00

DEPT TOTALS 512 6,000.00 6,000.00 6,000.00 6,000.00 6,000.00 .00

BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

Same as last year sides for bond sides

4/21/23	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET	CARE OF AGED				AS OF APRIL	23	LPBDM	PAGE 1
ACCOUNT DESCRIPTION	GL#	20 ACTUAL	21 ACTUAL	22 ACTUAL	3-YEAR AVERAGE	23 BUDGET	23 YTD ACTUAL		24 REQUESTED	24 APPROVED
1260.433 PUBLIC TRANSPORTATION 10100X4260433		13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	100		
1261.433 EDGEWONT ELDERLY MEAL 10100X4261433		2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	.00			
1262.433 HOT SPRINGS ELDERLY M 10100X4262433		2,800.00	2,800.00	.00	1,866.67	3,800.00	.00		3,800.00	
ACCOUNT TYPE TOTALS	42	18,300.00	18,300.00	15,500.00	17,366.67	19,300.00	13,000.00	67		
FUND TOTALS	10100	18,300.00	18,300.00	15,500.00	17,366.67	19,300.00	13,000.00	67		
DEPT TOTALS	433	18,300.00	18,300.00	15,500.00	17,366.67	19,300.00	13,000.00	67		
* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS										
FINAL TOTALS		18,300.00	18,300.00	15,500.00	17,366.67	19,300.00	13,000.00			

Requesting Same amount for 2024

4/21/23	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET				CASE OF AGED		AS OF	APRIL	23	LEBUDN	PAGE
ACCOUNT DESCRIPTION	GL#	20 ACTUAL	21 ACTUAL	22 ACTUAL	3-YEAR AVERAGE	23 BUDGET	23 YTD ACTUAL	24 REQUESTED	24 APPROVED			
4260.433 PUBLIC TRANSPORTATION 10100X4260433		13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00			100		
4261.433 EDGEMONT ELDERLY MEAL 10100X4261433		2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	.00	2,500.00				
4262.433 HOT SPRINGS ELDERLY M 10100X4262433		2,800.00	2,800.00	.00	1,866.67	3,800.00	.00					
ACCOUNT TYPE TOTALS	42	18,300.00	18,300.00	15,500.00	17,366.67	19,300.00	13,000.00			67		
FUND TOTALS	10100	18,300.00	18,300.00	15,500.00	17,366.67	19,300.00	13,000.00			67		
DEPT TOTALS	433	18,300.00	18,300.00	15,500.00	17,366.67	19,300.00	13,000.00			67		
* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS												

* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

Edgemont Meals is requesting the same amount as last year.

Thank you

Don Kellogg

Don Kellogg

Site Rep for MOW

4/21/23	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET				SENIOR CITIZENS (FRI) EDGE		AS OF APRIL		23	LPRUDM	PAGE
ACCOUNT DESCRIPTION	GL#	20 ACTUAL	21 ACTUAL	22 ACTUAL	3-YEAR AVERAGE	23 BUDGET	23 YTD ACTUAL	24 REQUESTED	24 APPROVED			
4280.525 EDG SEN CITIZ EXPENSE 10100X4280525		3,000.00	3,000.00	3,000.00	3,000.00	3,100.00	.00	3,100.00				
ACCOUNT TYPE TOTALS	42	3,000.00	3,000.00	3,000.00	3,000.00	3,100.00	.00					
FUND TOTALS	10100	3,000.00	3,000.00	3,000.00	3,000.00	3,100.00	.00					
DEPT TOTALS	525	3,000.00	3,000.00	3,000.00	3,000.00	3,100.00	.00					
* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS												

Edgemont Sr Center requests \$3,100 for 2024.

4/21/23 FALL RIVER COUNTY

3+ YEAR BUDGET WORKSHEET

CARE OF AGED

AS OF APRIL 23

LEBUDW

PAGE 1

ACCOUNT DESCRIPTION	GL#	20 ACTUAL	21 ACTUAL	22 ACTUAL	3-YEAR AVERAGE	23 BUDGET	23 YTD ACTUAL	%	24 REQUESTED	24 APPROVED
4260.433 PUBLIC TRANSPORTATION 10100X4260433		13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	100	15,000	
4261.433 EDGE MONT ELDERLY NEAL 10100X4261433		2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	.00			
4262.433 HOT SPRINGS ELDERLY M 10100X4262433		2,800.00	2,800.00	.00	1,866.67	3,800.00	.00			
ACCOUNT TYPE TOTALS	42	18,300.00	18,300.00	15,500.00	17,366.67	19,300.00	13,000.00	67		
FUND TOTALS	10100	18,300.00	18,300.00	15,500.00	17,366.67	19,300.00	13,000.00	67		
DEPT TOTALS	433	18,300.00	18,300.00	15,500.00	17,366.67	19,300.00	13,000.00	67		
* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS										
FINAL TOTALS		18,300.00	18,300.00	15,500.00	17,366.67	19,300.00	13,000.00			

PHT is asking for an additional \$2,000 based on the increased expenses of wages/benefits, audit, utilities and fuel. Our primary service within Fall River County is in Hot Springs and Edgemont. With increased ridership in Hot Springs we have additional driver hours and the hourly wage per hour was increased to retain our staff. Ridership for school age children during school and summer events continues to grow. Fuel costs are not news to anyone and those costs have driven our expense up as well. I will provide additional info at your request.

ACCOUNT DESCRIPTION	GL#	20 ACTUAL	21 ACTUAL	22 ACTUAL	3-YEAR AVERAGE	23 BUDGET	23 YTD ACTUAL	24 REQUESTED	24 APPROVED
BOYS & GIRLS CLUB	10100X4260439	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	.00	10,000	
ACCOUNT TYPE TOTALS	42	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	.00		
FUND TOTALS	10100	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	.00		
DEPT TOTALS	439	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	.00		

* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

4/21/23	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET	ADDICTION RECOVERY			AS OF APRIL	23	1PBDW	PAGE 85
ACCOUNT DESCRIPTION	GL#	20 ACTUAL	21 ACTUAL	22 ACTUAL	3-YEAR AVERAGE	BUDGET	23 YTD ACTUAL	24 REQUESTED	24 APPROVED
4229.443 CARE	10100X4229443	.00	.00	.00	.00	.00	.00		
4240.443 DRUG CENTER RENTAL	10100X4240443	.00	.00	.00	.00	.00	.00		
4270.443 TRANSPORTATION	10100X4270443	.00	.00	.00	.00	.00	.00		
4290.443 DRUG CENTER	10100X4290443	12,000.00	12,000.00	14,000.00	12,666.67	14,000.00	.00	14,000	
ACCOUNT TYPE TOTALS	42	12,000.00	12,000.00	14,000.00	12,666.67	14,000.00	.00		
FUND TOTALS	10100	12,000.00	12,000.00	14,000.00	12,666.67	14,000.00	.00		
DEPT TOTALS	443	12,000.00	12,000.00	14,000.00	12,666.67	14,000.00	.00		

* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

Some amount as per year.
C.M. Bivins

NOTE: PEARSON TRACT IS COMPRISED OF ALL OF THAT PROPERTY PREVIOUSLY DESCRIBED AS LOT 16R AND LOT 17, LOT 17 WAS PREVIOUSLY PLATTED IN BOOK X OF PLATS ON PAGE 98. LOT 16R WAS PLATTED IN BOOK XI OF PLATS ON PAGE 5. BOTH LOTS WERE THEN VACATED WITH DOCUMENT FILED IN MISC. BOOK 118 ON PAGE 272.



I, John D. McBride, Registered Land Surveyor No. 5906 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.

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

Dated this day of , 2023.

John D. McBride, SDRLS No. 5906

CERTIFICATE OF COUNTY TREASURER

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

Fall River County Treasurer

STATE OF _____, COUNTY OF _____

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

APPROVAL OF ACCESS BY ROAD AUTHORITY

The location of the existing access to the Highway or Street as shown herein is hereby approved. This access approval does not replace the need for any permits required by law, including Administrative Rule of South Dakota 70:09:01:02.

SDDOT Authority

Craig M. Pearson

Marnie Pearson

ACKNOWLEDGMENT OF OWNERSHIP

STATE OF _____, COUNTY OF _____

On this 10 day of August, 2023, before me, a Notary Public, personally appeared Craig M. Pearson and Margie Pearson, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.

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

Notary Public

My commission expires _____

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION

I, Director of Equalization of Fall River County, do hereby certify that my office has been furnished with a true copy of the within plat.

Dated this _____ day of _____, 2023.

Director of Equalization of Fall River County

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS

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

Dated this ____ day of _____, 2023.


Dated this ____ day of _____, 2023.

Chalrperson, Fall River County Board of Commissioners

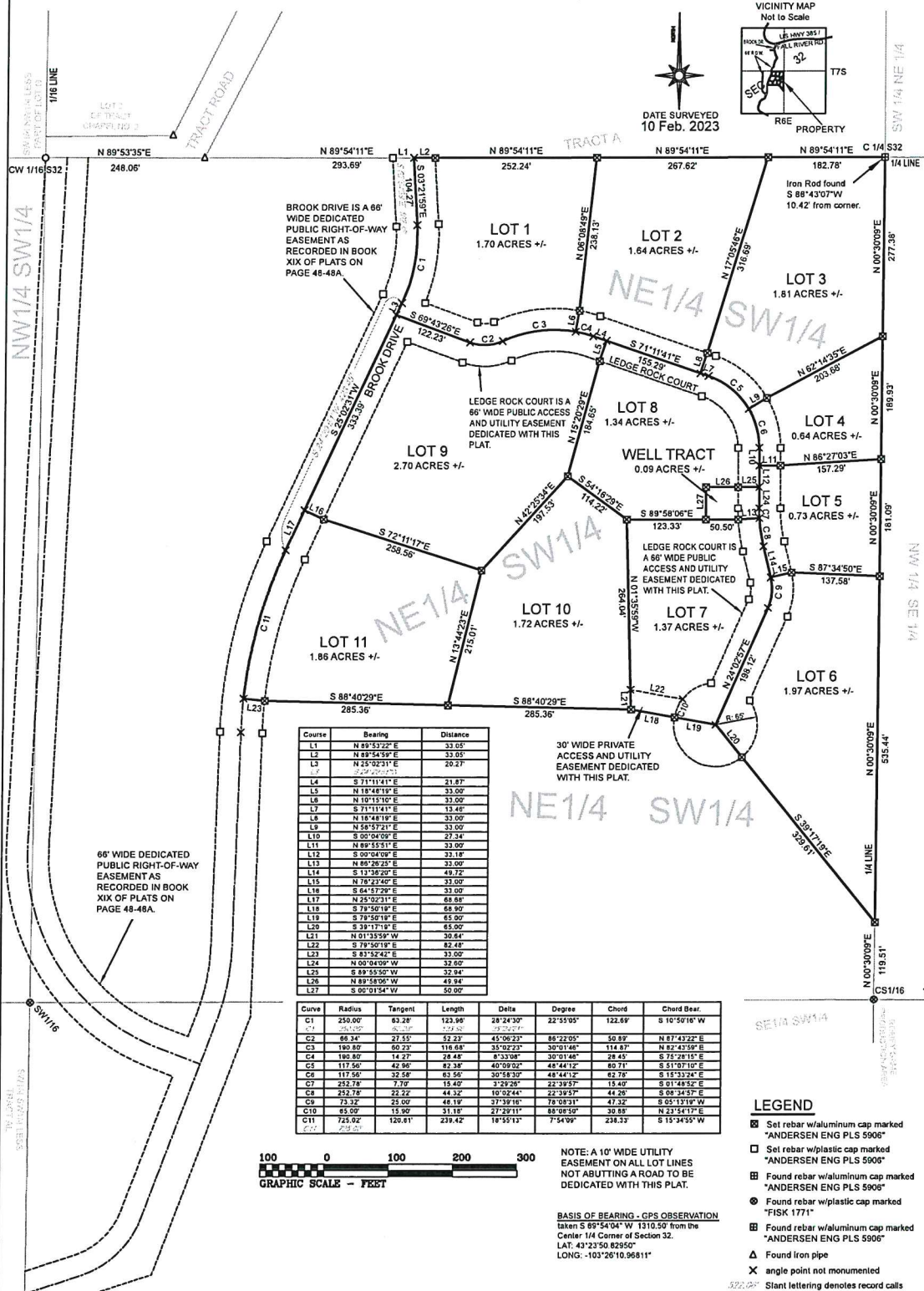
CERTIFICATE OF COUNTY AUDITOR

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

Fall River County Auditor

	Prepared by	
	ANDERSEN ENGINEERS <i>Land Surveyors</i>	
Drawn by	Date	P.O. Box 446
R/W	3/29/2023	Edgemont, SD 57735
Approved by	Date	(605)-662-5500
DR	3/29/2023	andersenengineers@gwtc.net
Scale	Sheet	File Name:
1"=100'	1 of 1	L17_COUNTRY_VIEW

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



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

STATE OF _____, COUNTY OF _____
Quality Real Estate Inc., does hereby certify that it is the owners of the within described lands and that the within plat was made at its direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
Dated this ____ day of _____, 2023.

Quality Real Estate Inc.

ACKNOWLEDGMENT OF OWNERSHIP

STATE OF _____, COUNTY OF _____
On this the ____ day of _____, 2023, before me, the undersigned officer, personally appeared Steven L. Simunek, who acknowledged himself to be the President of Quality Real Estate Inc., a corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.
IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public My commission expires _____

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION

I, Director of Equalization of Fall River County, do hereby certify that my office has been furnished with a true copy of the within plat.
Dated this ____ day of _____, 2023.

Director of Equalization of Fall River County

CERTIFICATE OF COUNTY TREASURER

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

Fall River County Treasurer

APPROVAL OF ACCESS BY ROAD AUTHORITY

The location of the existing access to the Highway or Street as shown herein is hereby approved. This access approval does not replace the need for any permits required by law. Including Administrative Rule of South Dakota 70.09.01.02.
Dated this ____ Day of _____, 2023

SDDOT Authority

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS


Whereas, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore, BE IT RESOLVED that said plat is hereby approved in all respects.
Dated this ____ day of _____, 2023.

Chairperson, Fall River County Board of Commissioners

CERTIFICATE OF COUNTY AUDITOR

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

Fall River County Auditor

 Prepared by ANDERSEN ENGINEERS <i>Land Surveyors</i>		
Drawn by DR/RW	Date 4/7/2023	P.O. Box 446 Edgemont, SD 57735 (805)-862-5500 andersenengineers@gwinc.net
Approved by McB	Date 4/7/2023	
Scale NA	Sheet 2 of 2	File Name: SW_S32_T7S_R6E_PLAT

Beginning w/ Hot Springs:

1. – Lots (10) through (16) of Block (2), Catholican Hot Spring Addition, Hot Springs - Valued @ \$7,770.00, Prior year tax \$137.86

2. - Lots (1) & (2) in Block (11), Catholican Hot Spring Addition, Hot Springs – Valued @ \$1,390.00, Prior year tax \$24.36

3. - East (E50') of Outlot 65, in Catholican Addition, Hot Springs– Valued @ \$5,270.00, prior year tax \$135.80

**4. – Lots (19) through (29),
Less the S17' of Lots (19)
through (29) and the E10' of
Lot (18) less the S17', Block
(18), Fargo-Prentice Addition,
Hot Springs – Valued @
\$9,040.00, prior year tax
\$158.06**

**5. - Lots 4, 5, Block 37,
Minnekahta 2nd Addition, Hot
Springs – Valued @
\$18,000.00, prior year tax
\$314.60**

**6. - Lots 6, 7, Block 37,
Minnekahta 2nd Addition, Hot
Springs – Valued @**

**\$18,000.00, prior year tax
\$314.60**

End of Hot Springs

Beginning Edgemont

**7. - Lot (1), Block (3) of
Birdsell Addition, Edgemont –
Valued @ \$15,020.00, prior
year tax \$607.52**

**8. - North (N27') Feet of Lot
(2), Block (3) of Birdsell
Addition, Edgemont – Valued
@ \$4,160.00 prior year tax
\$101.92**

**9. - Lot (6), Block (6), in
Birdsell Addition, Edgemont –**

**Valued @ \$23,220.00, prior
year tax \$569.36**

**10. - The West half of Lot 5,
Block 8 of Stewarts Addition
to Edgemont – Valued @
\$3,850.00, prior year tax
\$94.46**

**11. - Lot 6, Block 8 of Stewarts
Addition, Edgemont – Valued
@ \$23,220.00, prior year tax
\$759.34**

**12. - Lot 5, Block 11, Birdsell
Addition, Edgemont – Valued**

**@ \$9,320.00, prior year tax
\$228.66**

**13. - Lot 6, Block 11, Birdsell
Addition, Edgemont – Valued
@ \$10,150.00, prior year tax
\$248.92**

**14. - The South 79.3' of Outlot
“E” Located in the SE1/4 of
the NW1/4 of Section 1,
Township 9, South of Range
2, East of the Black Hills
Meridian – Valued @
\$13,000.00, prior year tax
\$191.58**

End of Edgemont

Beginning the Rural property

**15. - Government Lot (3)
(which is 39.82 acres) in
Section (2), Township 12
South (T12S), Range 2 East
(R2E), Black Hills Meridian –
Valued @ \$39,820.00, prior
year taxes \$582.22**

Hunker down for slow beef cattle comeback

Beef Outlook: Cow production declines as beef demand rises, putting pressure on imports

Scott Brown



EASY DOES IT: Cattle producers are in a rebuilding phase, retaining cows and heifers. That means fewer animals to market. Consumers can feel the effects as they dine on pricey beef. But for farmers, it's a good time to sell — if you have the stock.

American consumers' appetite for hamburgers could lead to record beef imports during this next herd rebuilding phase.

Beef import levels in 2015 were more than 50% larger than the 2010-13 average and will likely trend higher as domestic beef for grinding becomes harder to come by.

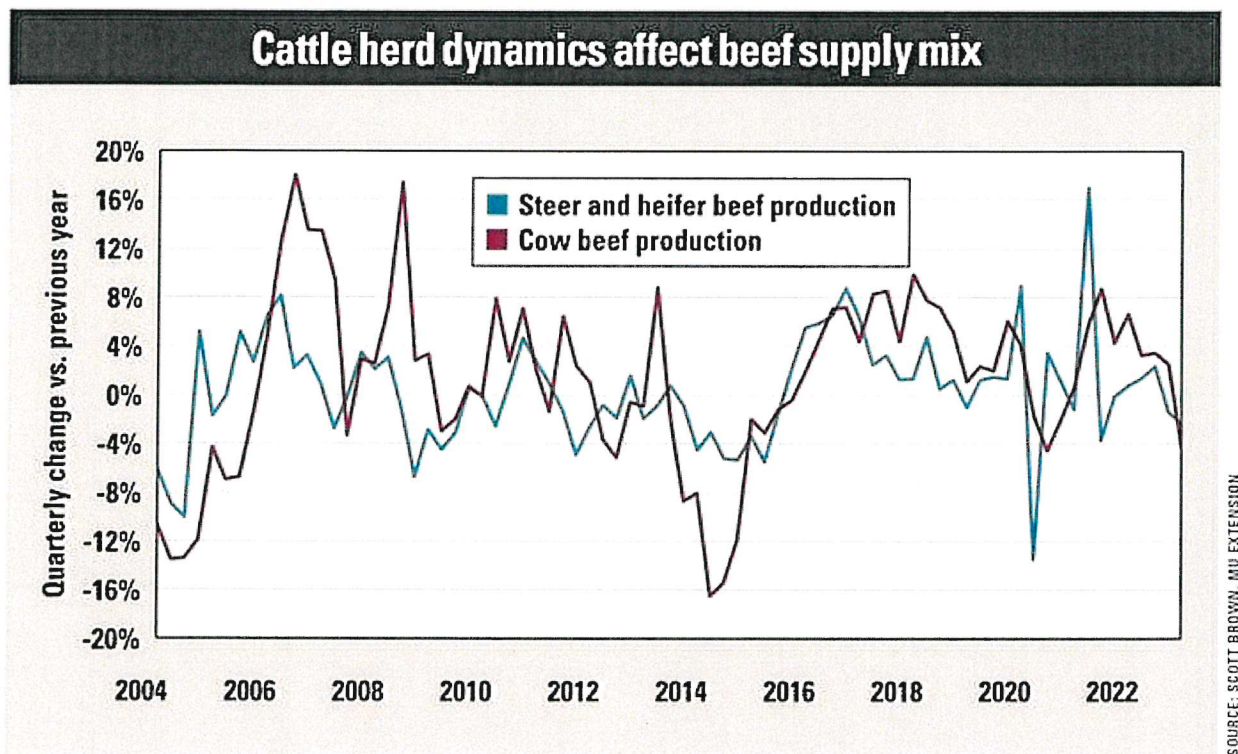
Changes in domestic ground beef supply outpaced production changes of other beef cuts in recent years, as a higher-than-normal percentage of cows were sent to slaughter. But for the first quarter of 2023, cow beef production declined by more than 4%. That trails the annual change in steer and heifer beef production for the first time since the second quarter of 2021, and the fifth time since the first quarter of 2017.

Expect more of the same as we move through the next couple of years.

Historical Supply Side View

From the time a cow-calf producer decides to increase output until that decision actually yields more beef, there are periods in a cattle cycle that translate to less production. For example, more cows and heifers retained in the herd build long-term capacity. This equates to less market supply and ultimately positive economic returns.

The graphic below shows this was the case in portions of 2014, as cow beef production declined by more than 15%, but most cattle and beef prices were at then-record highs. While this herd rebuilding led to seven consecutive years of increasing beef production (2016-22), it caused a tight beef market to be even tighter.



Issues in Play

How much we see a similar situation play out in the next year or two depends on two factors:

Pasture Conditions. We have seen drought conditions improve over a large chunk of the U.S. relative to last fall, although extremely dry conditions persist in much of Texas, Oklahoma, Kansas and Nebraska, with lesser effects still being felt in neighboring states. These four states accounted for 32% of the nation's beef cows as of Jan. 1, and precipitation developments in that area of the country will be vital in determining the timing and extent of beef cow herd rebuilding.

Economics. This is key particularly if beef demand remains resilient enough to keep prices marching upward as supplies tighten. The price of feed and other input costs is also a factor. Near-record or record-high receipts don't mean as much to the bottom line if they outpace record-high and increasing expenses.

These factors will play into how large and long it will take to build back the nation's cattle herd to satisfy consumers' love of beef.

Brown is a livestock economist with the University of Missouri. He grew up on a diversified farm in northwest Missouri.

United States Senate

WASHINGTON, DC 20510

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ARMED SERVICES
BANKING, HOUSING, AND
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VETERANS' AFFAIRS
INDIAN AFFAIRS

April 28, 2023

Mr. Joe Falkenburg
Chairman
Fall River County Commissioners
906 North River Street
Hot Springs, SD 57747-1309

Dear Joe,

Thank you for contacting Senator Rounds about the Waters of the United States (WOTUS) Rule and sharing your thoughts.

I wanted to let you know that your message has been received and reviewed. The senator appreciates your concerns and values your input on this issue.

If you have further questions or concerns, don't hesitate to let me know. You can reach me at our Washington, D.C., office toll free at (844) 875-5268.

Sincerely,

Lucas
Legislative Staff
Senator Mike Rounds

United States Senate

WASHINGTON, DC 20510

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April 28, 2023

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Dear Joe,

Thank you for contacting Senator Rounds about the Environmental Protection Agency's (EPA) livestock pollutant study and sharing your thoughts.

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