

connection to the North side of East Oral Rd, #2 approximately at address 14290 to serve a residence; possible action

*Fuel Quotes: 8,000 #2 Diesel
Nelsons Oil & Gas \$3.74/gallon
MG Oil No bid
PJ's Hidaway No bid
possible action

*Review quote for a new 2023 Trailing Model TKBD22-43 from Butler Machinery Company-\$64,065.44; possible action

*Review additional Minimum Maintenance Road Policies and ordinances from other counties; Review list of other counties with Minimum & No Maintenance roads; possible action

*Updates

9:40 Lily Heidebrink, Director of Equalization-*Abatement \$1,979.37 on 2nd 1/2, Refund \$1,319.58 request AY 22 Pay 23 in the amount of \$3,298.95 from Southern Hills Evangelical Free Church; possible action
*Travel approval request to attend SDAAO School in Rapid City, SD with a cost of \$350.00 for the training, and to include overnight accommodations at a reduced rate of \$119.00 plus fees per night, September 18-22, 2023; possible action
*Travel approval request for Sam Kipp and Jonathan Harris to attend the required SDAAO Basics Course in Pierre with a cost of \$350.00 each, October 2-6, 2023, overnight accommodations have been reserved at a reduced rate of \$75.00 per person per night

9:50 Fall River County Commissioners-*Discussion on taxes in other states; possible action
*Letter protesting using "Eminent Domain" for Carbon Capture Pipeline; possible action
*Discussion regarding Ag emissions being targeted by the US Special Presidential Envoy for Climate

10:00 Approve bills & break

10:10 Public Comment

10:15 Stacey Martin, GIS Coordinator-*Review quote from Newman Signs, Inc in the amount of \$4,673.08 for 911 address sign replacement project; possible action

10:20 Dustin Ross, Andersen Engineers-*A Plat of Lot 34 of Shep's Canyon Estates Subdivision, located in the W1/2 SE1/4 of Section 22, T8S, R5E, BHM, Fall River County, South Dakota; possible action

10:25 Sue Ganje, Auditor-* Review 2024 Budget Requests; determine taxes to be levied; approve Provisional Budget for 2024

10:35 Break for lunch

1:00 Executive Session as per SDCL 1-25-2 (1) personnel and (3), legal; possible action

Adjourn

Agendas are set 24 hours prior to a meeting, any items added at the meeting will be heard for informational purposes only, if any items require action, such action will be deferred to the next meeting.

Fall River County fully subscribes to the Americans with Disabilities Act. If you desire to attend this public meeting and are in need of accommodations, please notify the commissioners' office, (605) 745-5132, 24 hours prior to the meeting so that appropriate services and auxiliary aids are available.

FALL RIVER COUNTY UNAPPROVED MINUTES OF AUGUST 3, 2023

The Fall River Board of County Commissioners met in regular session on August 3, 2023. Present: Joe Allen, Les Cope, Joe Falkenburg, Heath Greenough, Deb Russell, Stacy Schmidt, Deputy Auditor.

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

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

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

Motion made by Russell, seconded by Allen, to approve the minutes of the County Commissioners for July 20, 2023.

Motion made by Greenough, seconded by Allen, to approve travel to Grant Management Training in Pierre on September 14 and 15, 2023 for the individuals that attended the Grant Writing Training previously to include Crissy Stover, Highway Office Manager, Rachel Hosterman, Sheriff Office Manager and Bobbie Janis, Auditor Administrative Assistant. With Cope voting no, all others voting yes, motion carried.

Motion made by Cope, seconded by Russell, to approve the wage increase for Carlee Weishaupl-Freitag, Director of Equalization Administrative Assistant from \$15.50 to \$16.25 for 1-year anniversary as per Union Contract, effective July 5, 2023.

Lyle Norton, Sheriff, met with the Board with updates regarding the jail count. There are 21 inmates, 18 male and 5 female with 3 being in Pennington County, 2 males and 1 female.

Motion made by Greenough, seconded by Allen, to approve hiring Lisa Lopez as an Uncertified 911 Dispatcher at \$18.50/hr with a start date of July 24, 2023.

Heath Greenough, Commissioner, asked Sheriff Norton if they could do more patrolling on Shep's Canyon Road. Sheriff Norton took note and said that he would inform the Deputies.

Frank Maynard, Emergency Manager, met with the Board to request a new cell phone and to increase Gary Baker's hours from 20 to 30 due to required training. He also provided updates on incidents.

Motion made by Greenough, seconded by Allen, to approve getting a new cell phone for Frank Maynard, Emergency Manager.

Motion made by Russell, seconded by Allen, to approve increasing Gary Baker's hours from 20 per week to 30 per week. The State reimburses the Southwest District 50% of all wages and benefits.

Randy Seiler, Highway Superintendent, met with the Board to provide updates. The 1995 or 1996 gravel trailer has been damaged, the doors that open to dump gravel got bent. Commissioner Greenough wants Randy to provide quotes for fixing existing trailer and for the purchase a new one. Randy had already researched the amount to purchase new. A new Trail King trailer from Butler would cost \$64,000.00 and a new trailer from RDO would cost \$75,000;00. Falkenburg, Commission Chairman, asked that Randy bring quotes to the next meeting.

Motion made by Russell, seconded by Allen, to approve Golden West Telecommunications Project Number 23569 to occupy County Highway ROW located from: Start along Shep's Canyon Rd at 43.337865-1033.506190 to: Ending on Shep's Canyon Rd at 43.341772-103.510664 to bring service to Red Rock Ridge Subdivision.

Discussion was held regarding water damage to Pilger Mountain Road, Seiler noted that it was almost fixed. The Highway Department has been mowing and blading roads. Greenough requested that the Highway Department fix County roads at railroad crossings and where there are auto gates.

The Board reviewed Butte County's Minimum Maintenance Road Policy. After much discussion with Seiler and Lance Russell, State's Attorney, who clarified the process, the Board asked Seiler and Russell to come up with a policy, locate another county's policy, and bring them back to the Board.

Motion made by Russell, seconded by Allen, to accept the low and only bid of \$4.159/gallon of 8,000 gallons of gasoline from Nelson's Oil and Gas.

Commissioners discussed the status of Senator Castleberry, no action was taken.

Discussion was held regarding GoRail and the request of a letter in support of HB3372 opposing heavier trucks, no action was taken.

Motion made by Allen, seconded by Russell, to approve the following; A Plat of Paulton Tract East, Paulton Tract West & Homestead Tract, all of Half Note Subdivision, located in NE1/4 of Section 2 & the NW1.4 if Section 1, T7S, R5E, BHM, Fall River County, South Dakota.

FALL RIVER COUNTY RESOLUTION #2023-31

A PLAT OF PAULTON TRACT EAST, PAULTON TRACT WEST, & HOMESTEAD TRACT, ALL OF HALF NOTE SUBDIVISION, LOCATED IN THE NE1/4 OF SECTION 2 & THE NW1/4 OF SECTION 1, T7S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA FORMERLY TRACT 1 LESS PAULTON TRACT #1, LESS TRACT A OF TRACT 1, LESS LOT 3 OF TRACT 1, ALL OF HALF NOTE SUBDIVISION

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 3rd day of August, 2023.

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

ATTEST:

/S/ Stacy Schmidt
Stacy Schmidt, Deputy

Fall River County Auditor

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

GENERAL FUND		
A & B WELDING SUPPLY CO.	WELDING SUPPLIES/LEA	\$71.40
AFLAC	AMERICAN FAMILY ASSU	\$689.34
AMAZON CAPITAL SERVICES	SUPPLY	\$635.73
BAYMONT INN&SUITES PIERRE	HOTEL STAY/PROPERTY	\$303.00
BELT, ISNALAWICA	TRAVEL REIMBURSEMENT	\$202.00
BLACK HILLS CHEMICAL	SUPPLY	\$226.13
BQ & ASSOCIATES,P.C.,LLO	GARNISHMENT	\$284.13
BILBRUCK, TYLER	BLOOD DRAW	\$750.00
BLACK HILLS ENERGY	UTILITY POWER ELECTR	\$4,377.15
BOMGAARS	SUPPLY	\$301.17
BOSTON MUTUAL LIFE INS CO	LIFE INSURANCE	\$32.76
COLBATH & SPERLICH, PC	CAAF/MAG/JUV	\$5,212.10
CREDIT COLLECTION BUREAU	COLLECTIONS	\$1,119.25
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$2,831.58
DIV OF CHILD SUPPORT	CHILD SUPPORT	\$437.50
SD DEPARTMENT OF REVENUE	MALT BEVERAGE/WINE L	\$150.00
EFTPS	EFTPS PAYROLL TAXES	\$51,045.92
EN-TECH LLC	FUMIGATION	\$450.00
ESRI INC	ARC-GIS SOFTWARE AGR	\$4,290.00
FALL RIVER HEALTH SERVICE	INMATE MEDICAL	\$5,644.10
FALL RIVER COUNTY HERALD	PUBLICATION	\$579.95
GLASS PRO +	WINDSHIELD REPLACEME	\$686.99
HARRIS, JONATHAN	TRAVEL REIMBURSEMENT	\$54.00
HEIDEBRINK, LILY	TRAVEL REIMBURSEMENT	\$54.00
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$615.00
HOT SPRINGS ACE HARDWARE	SUPPLY	\$454.00
CITY OF HOT SPRINGS	HANGAR RENT JULY-DEC	\$1,350.00
HUSTEAD LAW OFFICE, P.C.	CAAF	\$4,608.93
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$27,937.50
KIPP, SAM	TRAVEL REIMBURSEMENT	\$54.00
LIUNA LABORERS LOCAL 620	UNION DUES	\$243.00
LYNNS DAKOTAMART	SUPPLY	\$70.00
LYNN'S DAK. MART PHARMACY	INMATE PHARMACY	\$24.13
MARKETLAB INC	SUPPLY	\$40.06
MASTERCARD	COUNTY CREDIT CARD	\$2,261.13
MONUMENT HEALTH SERVICES	MORGUE FEE	\$461.00
NEW YORK LIFE INSURANCE	NEW YORK LIFE INS	\$65.00
NORTON, TINA	CONTRACT NURSE INMAT	\$1,550.00
NUTRIEN AG SOLUTIONS	SUPPLY	\$2,443.12
CHILD SUPPORT PAYMENT CNT	CHILD SUPPORT	\$655.00

O'NEILL, JUSTIN	CAAF	\$793.40
ONSITE FIRST AID, LLC	FIRST AID SUPPLY	\$107.45
ORTNER, MICHAEL P.	REISSUED CHECK	\$684.97
RELIANCE STANDARD LIFE	VISION PLAN	\$380.56
RAMKOTA HOTEL-PIERRE	HOTEL	\$77.00
RAPID ROOTER	JAIL REPAIR	\$520.00
REITENBAUGH, ROY	SERVICE	\$461.95
RUSSELL, LANCE	TRAVEL REIMBURSEMENT	\$84.73
SDACC	2023 COUNTY CONVENTI	\$800.00
SD NETWORK AGAINST FAMILY	MEMBERSHIP	\$200.00
SDPAA	ANNUAL LIABILITY INS	\$83,364.14
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$26,107.52
SERVALL	RUG SERVICE	\$411.05
SIG SAUER INC.	EQUIPMENT	\$7,222.74
SD SUPPLEMENT RETIREMENT	SUPPLEMENTAL RETIREM	\$800.00
SOUTHERN HILLS LAW PLLC	CAAF	\$7,972.05
STURDEVANT'S AUTO VALUE	PARTS/SUPPLY	\$53.77
VERIZON WIRELESS	CELL PHONE PLAN	\$784.44
THOMSON REUTERS	ONLINE LAW SUBSCRIPT	\$148.00
SIMMONS, MARSHA	REISSUED CHECK	\$52.96
MURPHY, TIM	REISSUED CHECK	\$20.64
BASTIAN, TRACY	PILOT FOR SEARCH & R	\$75.00
FEES, IRMA	BLOOD DRAW	\$225.00
BEARD, JOHN	REISSUED CHECK	\$31.10
TOAL, GEORGE	REISSUED CHECKS	\$279.00
MILES, SASHA	BLOOD DRAW	\$300.00
TEKEWITHA, M ELLIOTT	REISSUED CHECK	\$40.74
WRIGHT, ALICIA	REISSUED CHECK	\$44.58
PERSHALL, DEIDRE	WITNESS FEE AND MILE	\$11.02
PERSHALL, DEREK	WITNESS FEE AND MILE	\$11.02
COMMISSIONER SALARIES	JULY SALARIES	\$4,350.00
AUDITOR	JULY SALARIES	\$20,282.65
TREASURER	JULY SALARIES	\$18,667.28
ST ATTY	JULY SALARIES	\$17,456.05
MAINTENANCE	JULY SALARIES	\$10,952.39
ASSESSOR	JULY SALARIES	\$23,253.42
REGISTER/DEEDS	JULY SALARIES	\$12,865.00
VSO	JULY SALARIES	\$4,540.03
GIS	JULY SALARIES	\$4,536.82
SHERIFF	JULY SALARIES	\$57,083.23
JAIL	JULY SALARIES	\$33,019.16
NURSE	JULY SALARIES	\$2,542.00
EXTENSION	JULY SALARIES	\$2,520.69
WEED & PEST	JULY SALARIES	\$6,294.18

	TOTAL FOR GENERAL FUND	\$473,687.80
COUNTY ROAD & BRIDGE		
A & B WELDING SUPPLY CO.	WELDING SUPPLIES/LEA	\$36.30
ADVANCED DRUG TESTING	RANDOM EMPLOYMEE DRU	\$26.00
AFLAC	AMERICAN FAMILY ASSU	\$365.50
AMAZON CAPITAL SERVICES	SUPPLY	\$100.98
BLACK HILLS ELECTRIC	UTILITY	\$35.07
BLACK HILLS ENERGY	UTILITY POWER ELECTR	\$333.03
BOMGAARS	SUPPLY	\$1,359.16
BUTLER MACHINERY CO.	SUPPLIES/REPAIRS	\$791.52
CITY OF EDGEMONT	CITY OF EDGEMONT WAT	\$87.40
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$630.20
FLOYD'S TRUCK CENTER	REPAIRS/PARTS	\$1,388.78
EFTPS	EFTPS PAYROLL TAXES	\$12,846.30
FORWARD DISTRIBUTING	SUPPLIES/PARTS	\$132.10
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$180.00
SIMON CONTRACTORS OF SD	ASPHALT	\$21,422.14
HOT SPRINGS ACE HARDWARE	SUPPLY	\$105.88
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$7,303.00
LIUNA LABORERS LOCAL 620	UNION DUES	\$270.00
MASTERCARD	COUNTY CREDIT CARD	\$529.77
ONSITE FIRST AID, LLC	FIRST AID SUPPLY	\$36.88
POMP'S TIRE SERVICE INC.	PARTS	\$3,661.47
RELIANCE STANDARD LIFE	VISION PLAN	\$65.00
RAPID DELIVERY	DELIVERY	\$39.00
RDO EQUIPMENT CO	PARTS/SUPPLY	\$552.92
SAFETY-KLEEN SYSTEMS, INC	SUPPLIES	\$124.47
SDPAA	ANNUAL LIABILITY INS	\$22,872.14
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$6,365.60
SEILER, RANDY	CELLPHONE REIMBURSEM	\$75.00
SD SUPPLEMENT RETIREMENT	SUPPLEMENTAL RETIREM	\$40.00
STURDEVANT'S AUTO VALUE	PARTS/SUPPLY	\$491.47
CRBR ADMIN SALARIES	JULY SALARIES	\$9,798.83
CRBR SALARIES	JULY SALARIES	\$43,247.91
	TOTAL FOR COUNTY ROAD & BRIDGE	\$135,313.82
911 SURGCHARGE REIMBURSEMENT		
AMERICAN EMERGENCY	WORKSHOP SEPT 12-14/	\$529.00
AFLAC	AMERICAN FAMILY ASSU	\$67.21
CREDIT COLLECTION BUREAU	COLLECTIONS	\$302.86
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$317.54
EFTPS	EFTPS PAYROLL TAXES	\$5,647.03
GALLS	UNIFORMS/SHERIFF SUP	\$232.05
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$60.00

IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$2,486.50
LIUNA LABORERS LOCAL 620	UNION DUES	\$27.00
MASTERCARD	COUNTY CREDIT CARD	\$325.67
RELIANCE STANDARD LIFE	VISION PLAN	\$7.48
SDPAA	ANNUAL LIABILITY INS	\$188.13
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$2,730.30
VERIZON WIRELESS	CELL PHONE PLAN	\$41.81
DISPATCH SALARIES	JULY SALARIES	\$22,752.42
	TOTAL FOR 911 REIMBURSEMENT	\$35,715.00
EMERGENCY MGT		
SDPAA	ANNUAL LIABILITY INS	\$253.93
EFTPS	EFTPS PAYROLL TAXES	\$1,825.74
MASTERCARD	COUNTY CREDIT CARD	\$18.00
SDPAA	ANNUAL LIABILITY INS	\$1,339.74
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$669.62
VERIZON WIRELESS	CELL PHONE PLAN	\$125.43
EMERGENCY MANAGEMENT SALARIES	JULY SALARIES	\$7,109.22
	TOTAL FOR EMERGENCY MGT	\$11,341.68
24/7 SOBRIETY FUND		
AMAZON CAPITAL SERVICES	SUPPLY	\$44.72
EFTPS	EFTPS PAYROLL TAXES	\$315.80
HAGEN	SUPPLY	\$600.00
LYLE'S LOCK SERVICE	SERVICE	\$86.63
SD ATTORNEY GENERAL	24/7 STATE DISBURSEM	\$142.00
SD ATTORNEY GENERAL	24/7 CAM DISBURSEMEN	\$90.00
	TOTAL OF 911 REIMBURSEMENT	\$1,279.15
	TOTAL PAID BETWEEN 07/21-08/03/2023	\$657,337.45

Break was taken at 10:03 am.

Meeting resumed at 10:10 am. Public comment was heard from Joe Falkenburg regarding CO2 Pipelines. He would like to bring back the letter from Bon Homme County Commission and request that Fall River County draft a similar letter. Heath Greenough provided comments regarding the Solar Farm stating that their full capacity is 100 megawatts, 80 megawatts is what they are permitted to do. He noted that the fence that was built around the complex is not chain link as they had indicated would be done. Les Cope talked with the Solar Farm about the roads and noted that they are currently operating at 75 megawatts. He also stated that there were numerous damaged panels. The Board asked Seiler to ask what their intentions are for disposal of the damaged panels. He will report back.

Stacy Schmidt, Deputy Auditor, reviewed the budget requests with the Board. She presented a report showing the differences from last year's budget. Joe Falkenburg showed appreciation to Stacy for the side by side comparison that she provided. The Board discussed some of the increases and asked for clarification

as to why the amounts had changed. Some of the line items that were discussed were; CASA requesting 42% more than last year, noting that the need has risen for their services in our area; Elections requesting 41% more, noting that it is more because it is an Election year; Sheriff requesting 41% more, noting that there are vehicles that are still needing replaced along with being fully staffed now; Juvenile services requesting 200% more, noting an increase due to the anticipated number of beds/days; the total budget is up 14% over last year. Falkenburg suggested that the PILT monies may need to be changed.

Motion made by Russell, seconded by Greenough, to go into executive session at 10:26 am.

The Board came out of executive section at 10:53 am.

Motion made by Allen, seconded by Greenough, to adjourn at 10:53 am.

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

ATTEST:

/s/ Stacy Schmidt, Deputy
Stacy Schmidt, Deputy Auditor
Fall River County

AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

TO THE HONORABLE BOARD OF FALL RIVER COUNTY COMMISSIONERS:
I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 31st day of July 2023.

Total Amount of Deposit in First Interstate Bank, HS:	\$	650,320.06
Total Amount of Cash:	\$	3,219.50
Total Amount of Treasurer's Change Fund:	\$	900.00
Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:	\$	18,861.28
SAVINGS:		
#4) First Interstate Bank, HS:	\$	2,515,490.28
CERTIFICATES OF DEPOSIT:		
#8) Black Hills Federal Credit Union, HS:	\$	250,000.00
#14) Schwab Treasury:	\$	44,234.39
#15) First National Bank, Lead:	\$	321,631.87
#21) Schwab Treasury 2 Yr:	\$	268,226.56
#22) Schwab Treasury 2 Yr:	\$	974,692.97
#23) Schwab Treasury 2 Yr:	\$	976,250.00
#24) Schwab Treasury 2 Yr:	\$	2,042,164.06
#25) Schwab Treasury 3 Yr:	\$	1,932,187.50
#26) Schwab Treasury 4 Yr:	\$	1,016,016.09
#27) Schwab Treasury 2 Yr:	\$	975,827.34

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

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

RETURNED CHECKS:

Hannah Thomas	\$	426.01
Lewis, Harold/ Carole	\$	557.77

TOTAL \$ 11,991,540.68

Dated This 31st Day of July 2023.



Sue Ganje, County Auditor of Fall River County



Teresa Pullen, County Treasurer of Fall River County

County Monies	\$	11,549,659.64
Held for other Entities	\$	99,124.24
Held in Trust	\$	342,756.80
TOTAL	\$	11,991,540.68

The Above Balance Reflects County Monies, Monies Held in Trust, and Monies Collected for and to be remitted to Other ENTITIES: SCHOOLS, TOWNS, AND STATE.

COUNTY TRAVEL REQUEST FORM

NAME(s): Dan Cullen VSO

CONFERENCE/WORKSHOP: SDDVA Annual workshop / training

DESTINATION: Sheraton Sioux Falls Confirmation#

DATE: 05-07 SEP 2023

REGISTRATION FEE: \$50 County paid
CONFERENCE FEE: \$50 County paid

LODGING: \$75 x 3 = \$. \$225.00

MEALS:	MON 04	L&D	\$34	Travel Day
	TUE 05	B,L&D	\$40	
	WED 06	B,L&D	\$40	
	THUR 07	B,L&D	\$40	

Total = \$154.00

TRAVEL MILEAGE: 796 miles x \$.28 = \$222.88 (personal vehicle)

TOTAL COUNTY EXPENSE: \$701.88

BENEFIT TO ATTEND: Learn about new procedures, updated VA policies, and annual certification

Things to Do

-
- THERMAL ZONE
- A/C
- TREASURER
-
- 02253
-
- MOVE TO JUNK
-
- 8/2/23
-
-
-
-
-
-
-

McLeod's
MAKE THE RIGHT IMPRESSION



605.996.5151 • Toll Free: 1.800.952.2201
www.mcleodprint.com

HUSTEAD LAW OFFICE
A Professional Law Corporation
ATTORNEYS AT LAW

William R. Hustead
Shareholder

Cole J. Romey*
Austin M. Schaefer◇

August 3, 2023

Sent Via Email

Fall River County Auditor
Attn: Sue Gange
Auditor@frcounty.org

RE: Rural Attorney Program Grant

Dear Sue:

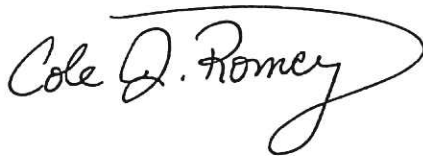
Please see below invoice for the anticipated successful completion of the 2022-2023 year pursuant to paragraph 3(B) of the Contract.

\$4,379.76 payable to Cole J. Romey. SSN # xxx-xx-8964.

Please let me know if you need me to fill out an invoice form.

Thank you for your support, and, once again, it was my great pleasure doing attorney work in Fall River County.

Cordially,



Cole J. Romey
Associate Attorney

T: 605-745-5161 F: 605-745-3154
145 N. Chicago St. • Hot Springs, SD, 57747 • cromey@husteadlaw.com

**Licensed in Nebraska ◇ LL.M. Master of Laws in Taxation*



ELEVATUS
ARCHITECTURE

August 9, 2023

Fall River County Sheriff's Office
906 North River Street
Hot Springs, SD 57747

Via email: Lyle Norton - sheriff.norton@frcounty.org, Rachel Hosterman – so@frcounty.org

Subject: New Justice Center Feasibility Study
Project No.: N/A

Dear Sheriff Norton:

Thank you for the opportunity for Elevatus Architecture to help you progress through this transformative project for your county's government and public safety interests. We look forward to providing you with the expertise and customer service that has been the foundation of our success since our initial inception in 1958. Based on providing you with the next steps for your project, we offer the following two-phase agreement – a conceptual and programming study, and a follow-on full contract upon approval of the project.

Project Description: Development of a 50-70 bed jail, the Sheriff's Office, a 911 Dispatch Center, a Courtroom, Clerk of the Courts office and additionally, but not limited to program space, recreation space, intake, and inmate kitchen and laundry services and other spaces necessary for a county justice center to function.

Project Scope of Services and Fees: Elevatus will lead and facilitate in-depth meetings with each included department head personnel, fine-tuning the space program, and provide initial conceptual design plans and graphics, and concluding with an opinion of probable costs for the facility. Site selection and planning is not included at this time, but evaluation and planning could be added if so inclined.

We anticipate a team of 2-3 individuals attending 1 full day of meetings with departments affected, and one meeting on site for a presentation of results. All other meetings are anticipated to be virtual.

The following fees are proposed as part of this proposal. The fees below are discounted, some typical expenses are provided w/o reimbursement with the understanding that should this project move forward, Elevatus Architecture will be the Architect of Record and will provide a full team of professionals to provide requisite Architectural and Engineering services for the project. When the project is approved to move forward, we propose a standard AIA Owner-Architect contract be utilized. A draft contract with our typical proposed modifications is attached for reference.

Please note that the fees billed and paid as related to this effort will be credited from the total fee, which is indicated in the attached draft contract, proposed at 6.25% of the Cost of the Work.

ELEVATUS
ARCHITECTURE

<i>Feasibility Study / Conceptual Design / Scope Development Services</i>	<i>Anticipated Hours</i>	<i>Base Fee</i>	<i>Discount or Adjustment</i>	<i>Net Fee Proposed</i>
Departmental Meetings	24 hrs.	4,800.00	(2,400.00)	2,400.00
Travel (3 people/two trips)	-	18,000.00	(18,000.00)	0.00
Design and Conceptual	48 hrs.	9,600.00	(6,000.00)	3,600.00
Final Presentation/Deliverable	24 hrs.	4,800.00	(4,800.00)	0.00
Totals	96 hrs	37,200.00	(31,200.00)	6,000.00

Reimbursable Costs: All reimbursable costs are waived during this phase.

Sincerely,
ELEVATUS Architecture



Cory M. Dietz
Business Development Director

Accepted
Fall River County

name:

cc: File

Enclosure: Draft Contract



Below is an example of some of our standard language we edit to meet the needs of each county. We also have a relationship with GA Johnson out of Sioux Falls to help us establish construction cost. We do have a consultant that does inmate population projections if you wanted to add that, most counties your size have a good idea what you might need.

HMN is pleased to submit the following fee proposal to provide services to prepare a Planning Study Proposal for a new Law Enforcement/Justice Center for Fall River County, South Dakota. A Law Enforcement Center is defined as a Sheriff's Office and Jail with additional areas identified in the program (EOC, 911, dispatch...).

Scope of Services

Provide Sheriff's Office and Jail Planning Study which we anticipate will include the following:

1. Existing Facility Assessment report: Building Code and ACA deficiencies identified.
2. New Facility Space Needs Program.
3. Site Evaluation.
4. Preliminary plans, design, and presentation materials.
5. Opinion of Probable Cost Estimate.
6. Preliminary project schedule.
7. Typical pre-referendum services: attend public meetings, support County, provide presentation materials.
8. Assist County in exploring financing options.

Compensation

HMN Architects would propose to provide the above services on a time and expense basis with a not to exceed amount of: Fifteen Thousand Dollars and zero cents (\$15,000.00). When the project moves forward HMN will credit the amount paid for the study towards the design fee. We feel the not to exceed approach gives the County the best value.

If you have any questions feel free to contact me.

Adam I. Kuehl NCARB, LEED AP®

Associate

7400 W 110th St, Overland Park, KS 66210

DIR 913.744.4060 | CELL 913.486.6971 | TEL 913.451.9075

www.hmnarchitects.com

[Facebook](#) | [Twitter](#) | [LinkedIn](#)

JUSTICE PROJECT PORTFOLIO

https://hmnarchitects.com/project_cat/justice-projects/

SAMPLE FACILITY VIRTUAL REALITY TOUR

<https://youtu.be/Oe-XSCwv3Z8>

LAW ENFORCEMENT AGREEMENT

This agreement made and entered into this _____ day of _____, 2023, in triplicate, by and amongst Fall River County, South Dakota, hereinafter referred to as "County," the Sheriff of Fall River County, South Dakota, hereinafter referred to as "Sheriff," and the City of Edgemont, hereinafter referred to as "City," reference to the following recitals:

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

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

ARTICLE I

PURCHASED SERVICES

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

ARTICLE II

ADMINISTRATION

- 2.1 All employees engaged in general law enforcement duties under this Agreement shall be employees of Fall River County with all the privileges, rights, and responsibilities of a person so

employed. The City of Edgemont has no employer/employee relationship or contractual relationship with any of the employees of the Fall River County Sheriff's Office.

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

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

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

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

ARTICLE III

REPORTING

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

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

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

ARTICLE IV
CONSIDERATION

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

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

ARTICLE V
ENFORCEMENT OF AGREEMENT

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

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

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

5.2 In the event that either party determines that this Agreement has or will be breached, then the offended party shall send written notice to the offending party stating the grounds, facts, and

circumstances that constitute the breach of Agreement. The parties shall send this through the United States Mail with Return Receipt.

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

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

ARTICLE VI

TERM

6.1 This agreement shall take effect on December 31, 2023 and shall continue through December 31, 2024.

ARTICLE VII

RENEWAL

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

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

ARTICLE VIII

TERMINATION

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

IN WITNESS WHEREOF, the parties have placed their signatures, the City of Edgemont, South Dakota, by Resolution duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Finance Officer, and the County of Fall River, by order of its Board of County Commissioners, has caused these presents to be subscribed by the Chairman of the Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all on the day and year written below.

FALL RIVER BOARD OF COUNTY COMMISSIONERS:

Chairman of the Board

Date

ATTEST:

Fall River County Auditor

Date

FALL RIVER COUNTY SHERIFF:

Sheriff

Date

ATTEST:

Fall River County Auditor

Date

CITY OF EDGEMONT:

Mayor

ATTEST:

Finance Officer

Date

Date



*Emergency Management
Fall River County*

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

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



Date: August 17, 2023

Subj: Commission Update:

1. **Radio Purchase:** I am requesting approval to purchase a Kenwood handheld radio from Rushmore Communications. Cost is approximately \$1500.
2. **Travel Approval:** I am requesting travel approval for Gary Baker to attend the Homeland Security Exercise & Evaluation Program (HSEEP) training in Pierre on October 25th, 2023 from 8a to 5p. This is a required training within the first year of emergency management employment.
3. **Dispatch UPS Battery System:** The UPS system in Dispatch provides uninterrupted power to the phones, computers and radios in the event of a primary power loss. Without the UPS system, all calls and radio traffic are routed to Custer County PSAP. The emergency generator is connected to the UPS system, but does not provide power to the phones, computers and radios. The UPS was due for replacement 5 years ago. Batteries for the UPS are no longer available. When the phones and computers lose power, a technician from Intrado must manually reset the phones and computers. Request approval to obtain a quote from Rushmore Communications to replace the UPS system. Approximate cost will be \$20,000 plus.
4. **LEOP and PDM Update:** Annually, we are required to update the governing bodies on the Local Emergency Operations Plan (LEOP) and the Pre Disaster Mitigation Plan (PDM).
5. **Fires & Incidents:**
 - a. 8/6/2023: Sig. 2, Maverick Jct.: Fall River Sheriff, Hot Springs Fire, Hot Springs Ambulance, and SD GFP.
 - b. 8/9/2023: Hay Bale Fire: 10823 US Hwy 18: Edgemont Fire.
 - c. 8/12/2023: Sig. 2: Hwy 385: Oelrichs Fire and Fall River Sheriff.
 - d. 8/13/2023: Smoke Call: Cascade Rd/Sheps Canyon: Hot Springs Fire: Unfounded.

A handwritten signature in blue ink that reads 'Franklin W. Maynard'.

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

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

TO: THE BOARD OF COUNTY COMMISSIONERS

DATE: 8/11/2023

FALL RIVER COUNTY,
HOT SPRINGS, SOUTH DAKOTA

GW PROJECT NUMBER: ID# 25382/WO# T23278

Application is hereby made by Golden West Telecommunications, South Dakota for permit to occupy highway right-of-way located from: The intersection of East Oral Rd and WG Flats Loop

To: an existing vault approximately 1/2 mile north on WG Flats Loop

AERIAL FACILITIES: Location, type and size of the proposed line and anchors with respect to the centerline of the road or outer edge of the right-of-way and location of crossings showing any right-of-way are shown on Exhibit "A" (Sketch) attached.

UNDERGROUND FACILITIES: A sketch showing the approximate route and location of the proposed facility for which a permit is hereby requested is attached as Exhibit "A" and made a part hereof.

The following information is pertinent to the proposed installation:

1. Intended usage or rating: to provide service to the residence at 14467 WG Flats Loop
2. Pipe size, cable size and type: Cable: BFO 24; Duct: Sch 40 PVC
3. Outside diameter: Cable: 0.56" O.D.; Duct: 1.660" O.D.
4. Maximum pressure at which pipeline will be operated: N/A
5. Size and Type of metal casing: N/A
6. Minimum depth of cable or pipeline: 36"
7. Casing will be installed by minimum size boring and will extend from toe of in-slope to toe of in-slope.
8. This installation will comply with the most recently adopted ASA, Code for Gas Transmission and Distribution Pipe systems or the National Safety Code. Marker sign(s) will be installed where appropriate.

The installation and maintenance of said utility facilities will not interfere with or impair construction, maintenance or use of any highway and will comply with all safety regulations of the State and Federal Government. When trenching is done on County R.O.W. the trenches must be tamped to avoid any settlement.

Future adjustments and maintenance will be in accordance with State and Federal Laws and Regulations and will be performed at not cost to the County or the Federal Government.

APPROVED _____ 20__

SUBMITTED 11-Aug _____ 20__ 23

County Chairman

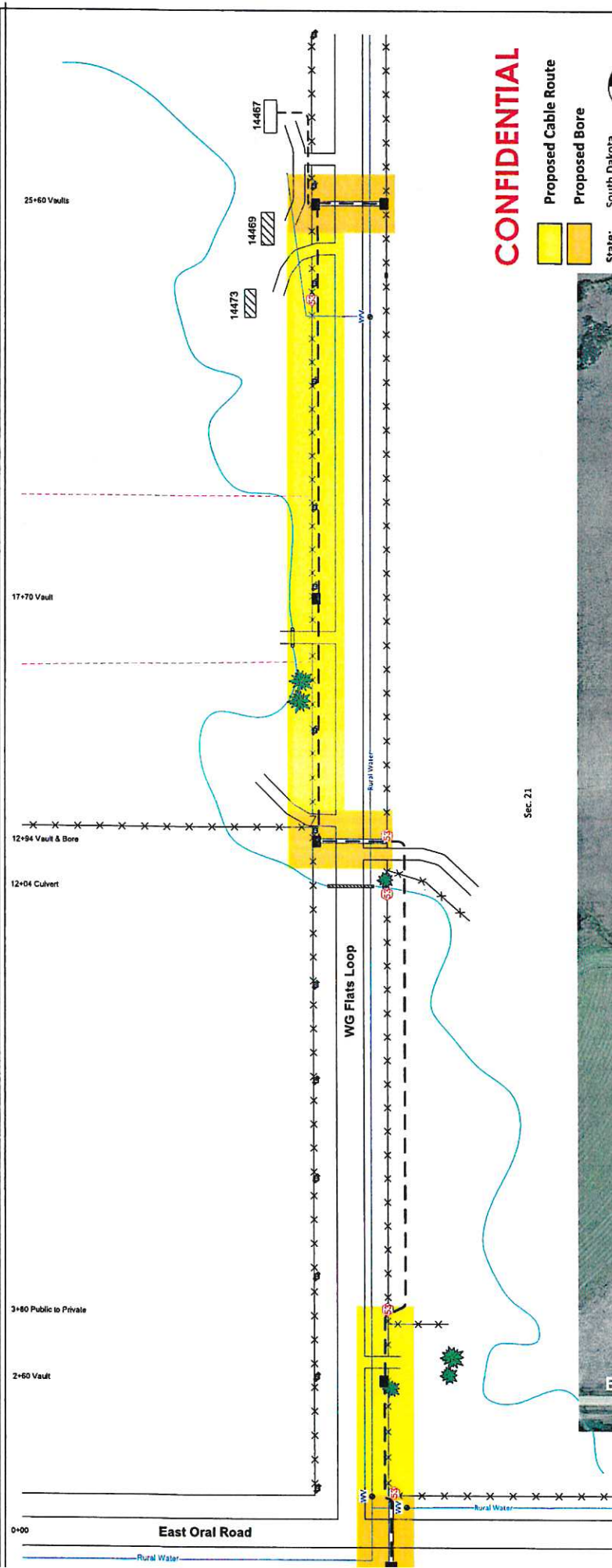
Golden West Telecommunications

County Auditor

By Mickie Abell Mickie Abell

Right-of-Way Specialist

Title



CONFIDENTIAL

Proposed Cable Route
Proposed Bore



State: South Dakota
County: Oglala Lakota
Twp: 7S
Range: 8E

As Staked
Golden West Telecommunications
Name: Fall River Co Hwy
W/O: Oral 723278
Ech: Oral
Route: WG Flats Loop
ROW: Public and Private

Staged By:	CB	Date:	7-26-23
Revised By:	MLA	Date:	08/23
Revised By:		Date:	
Revised By:		Date:	
Revised By:		Date:	
As Built By:		Date:	

Drawing No:	1	of	1
-------------	---	----	---

Sec. 21



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

**FALL RIVER COUNTY HIGHWAY DEPARTMENT
APPROACH PERMIT
APPLICATION FOR ROAD APPROACH PERMIT**

On this date 8/7/23, the Applicant hereby applies to the Fall River County Highway Department for permission to construct an approach road connection to the North side of (road name) Highland (road #) 71B approximately at 710471. The road approach will serve a Water Access and will be (residence, church, business, etc.) constructed between 9/15/2023 and 9/30/2023 at (beginning date) (completion date) at

applicant's expense.

Applicant acknowledges that approach and culverts shall meet County specifications, which are on file at the County Highway Department. Please attach a drawing or sketch showing the proposed location of the approach and set stakes in the ground to enable the Superintendent/Foreman to locate the proposed approach.

Name: Angostura Rec Area GEP Address: 13157 N Angostura Rd
Phone #: 605-745-6996 Signed: [Signature]
(Property Owner)

TO BE COMPLETED BY FALL RIVER COUNTY HIGHWAY DEPARTMENT

Permit #: 8-9-23
MO/DY/YR

PRELIMINARY INSPECTION: Date 8-9-23 By: Randy Seitz

Culvert Diameter _____ Culvert Length _____

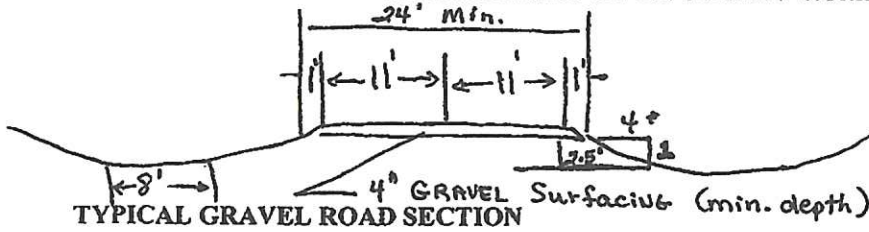
The crown of the presently traveled surface, including shoulder, to be continued at a distance of 20 feet from the nearest edge of the traveled surface of the road-shoulder facing the property.

Remarks: No Culvert Needed

PERMIT: APPROVED DENIED

Randy Seitz Date: 8-9-23
Superintendent/Foreman

FALL RIVER COUNTY HIGHWAY DEPARTMENT
SPECIFICATIONS FOR COUNTY ROADS AND APPROACHES

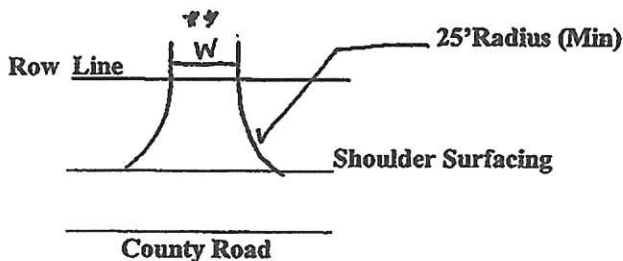


* Maximum slope is 4 to 1 (current Standard of the South Dakota DOT Steeper slopes are subject to the Approval of Fall River County

The above Typical Road Section and Typical Approach Detail (below) shall be followed in the construction of roads to be placed on the County Road System. Road design shall be consistent with published Standards of the American Association of State Highway Transportation Officials. Road construction materials and methods shall conform to the current published edition the "Standard Specifications for Roads and Bridges" of the South Dakota Department of Transportation, when referenced in the Standards below. Copy of these Specifications is on file at the County Highway Department Office.

The following are standards which shall be met:

1. Maximum Grade of any road or portion of road shall not exceed ten percent (10%)
2. Maximum Degree of Curvature shall not exceed twenty one degrees (21 degrees)
3. Crown rates shall be between 0.02 11/11 to 0.06 11/11. Maximum Super elevation rate in curves shall be 0.07 11/11.
4. Culverts shall be sized to assure proper drainage. The minimum size of culvert shall be eighteen inches (18") in diameter. Although fifteen inch (15") diameter will be allowed under certain conditions.
5. Gravel Surfacing shall meet the requirements of Part B of the Standard Specifications.
6. Asphalt and Concrete construction methods and materials shall meet the requirements of Part C and Part D of the "Standard Specifications".
7. All Dead-End Roads shall have Cul-De-Sacs with a minimum constructed radius of fifty feet (50').
8. Approaches shall be constructed perpendicular as practical to the County Road.
9. The Minimum dedicated Right-Of-Way width shall be sixty six feet (66').



W Is Surface Width at Right-Of-Way line
W - 16' Min. for Single Residences
W - 20' Min for Multiple Residences
W - 28' Min. for Commercial

Maximum W - 50'

1. Only one approach shall be allowed to each tract or parcel of land.
2. Existing roadway drainage will be maintained. Culverts shall be sized to assure proper drainage. The maximum size of culvert shall be eighteen Inches (18") in diameter, although fifteen Inch (15") diameter will be allowed under certain conditions. The minimum length of approach culvert shall be thirty-two feet (32')
3. Sight distance of approaches shall meet published Standards of the American Association of State Highway Transportation Officials.

APPROVED By: _____ (Chairman) FALL RIVER COUNTY COMMISSIONERS _____ DATE

RECOMMENDED BY: Randy Seith _____ 8.9.23 _____
FALL RIVER COUNTY HIGHWAY SUPERINTENDENT DATE

**FALL RIVER COUNTY HIGHWAY DEPARTMENT
APPROACH PERMIT
APPLICATION FOR ROAD APPROACH PERMIT**

On this date August 8, 2023, the Applicant hereby applies to the Fall River County Highway Department for permission to construct an approach road connection to the North side of (road name) East Oral Road (road #) 2 approximately at 14290. The road approach will serve a residence and will be (residence, church, business, etc.) constructed between August 2023 and August 2025 at (beginning date) (completion date)

applicant's expense.

Applicant acknowledges that approach and culverts shall meet County specifications, which are on file at the County Highway Department. Please attach a drawing or sketch showing the proposed location of the approach and set stakes in the ground to enable the Superintendent/Foreman to locate the proposed approach.


Name: Chris or Cheryl Hageman Address: 13921 Hwy105 W. PMB 138, Conroe TX 77304

Phone #: 713 992 5220

Signed: 
(Property Owner)

TO BE COMPLETED BY FALL RIVER COUNTY HIGHWAY DEPARTMENT

Permit #: 8-10-23
MO/DY/YR

PRELIMINARY INSPECTION: Date 8-10-23 By: 

Culvert Diameter 15" Culvert Length 40'

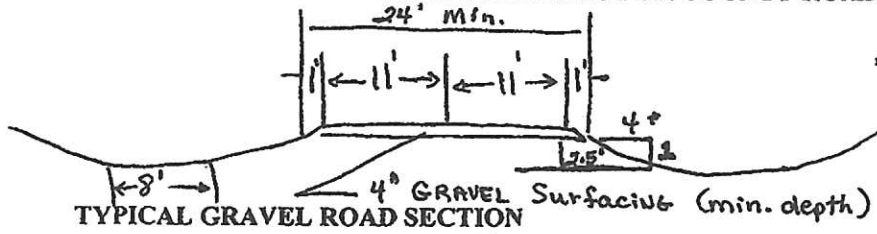
The crown of the presently traveled surface, including shoulder, to be continued at a distance of 20 feet from the nearest edge of the traveled surface of the road-shoulder facing the property.
Remarks: _____

PERMIT: APPROVED DENIED


Superintendent/Foreman

Date: 8/10/23

FALL RIVER COUNTY HIGHWAY DEPARTMENT
SPECIFICATIONS FOR COUNTY ROADS AND APPROACHES

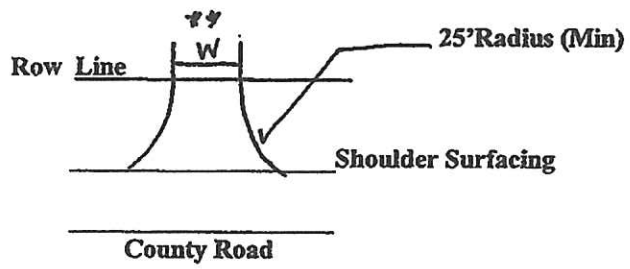


* Maximum slope is 4 to 1 (current Standard of the South Dakota DOT Steeper slopes are subject to the Approval of Fall River County

The above Typical Road Section and Typical Approach Detail (below) shall be followed in the construction of roads to be placed on the County Road System. Road design shall be consistent with published Standards of the American Association of State Highway Transportation Officials. Road construction materials and methods shall conform to the current published edition the "Standard Specifications for Roads and Bridges" of the South Dakota Department of Transportation, when referenced in the Standards below. Copy of these Specifications is on file at the County Highway Department Office.

The following are standards which shall be met:

1. Maximum Grade of any road or portion of road shall not exceed ten percent (10%)
2. Maximum Degree of Curvature shall not exceed twenty one degrees (21 degrees)
3. Crown rates shall be between 0.02 11/11 to 0.06 11/11. Maximum Super elevation rate in curves shall be 0.07 11/11.
4. Culverts shall be sized to assure proper drainage. The minimum size of culvert shall be eighteen inches (18") in diameter. Although fifteen inch (15") diameter will be allowed under certain conditions.
5. Gravel Surfacing shall meet the requirements of Part B of the Standard Specifications.
6. Asphalt and Concrete construction methods and materials shall meet the requirements of Part C and Part D of the "Standard Specifications".
7. All Dead-End Roads shall have Cul-De-Sacs with a minimum constructed radius of fifty feet (50').
8. Approaches shall be constructed perpendicular as practical to the County Road.
9. The Minimum dedicated Right-Of-Way width shall be sixty six feet (66').



** W Is Surface Width at Right-Of- Way line
W - 16' Min. for Single Residences
W - 20' Min for Multiple Residences
W - 28' Min. for Commercial

Maximum W - 50'

TYPICAL APPROACH DETAIL

1. Only one approach shall be allowed to each tract or parcel of land.
2. Existing roadway drainage will be maintained. Culverts shall be sized to assure proper drainage. The maximum size of culvert shall be eighteen Inches (18") in diameter, although fifteen Inch (15") diameter will be allowed under certain conditions. The minimum length of approach culvert shall be thirty-two feet (32')
3. Sight distance of approaches shall meet published Standards of the American Association of State Highway Transportation Officials.

APPROVED By: _____ DATE _____
(Chairman) FALL RIVER COUNTY COMMISSIONERS

RECOMMENDED BY: Randy Seiler 8-10-23
FALL RIVER COUNTY HIGHWAY SUPERINTENDENT DATE

19

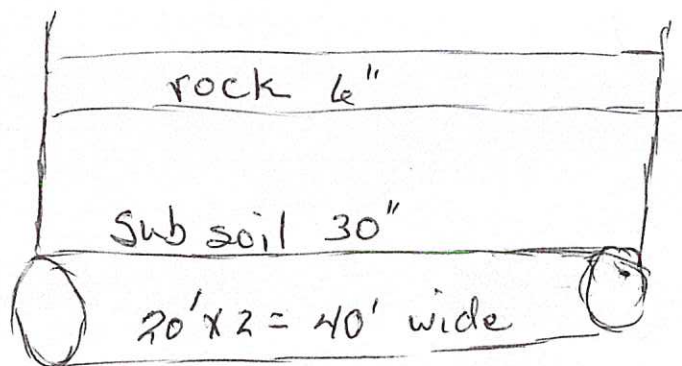
HAGEMAN,
CHRIS R
& CHERYL
A

T007S
R08E

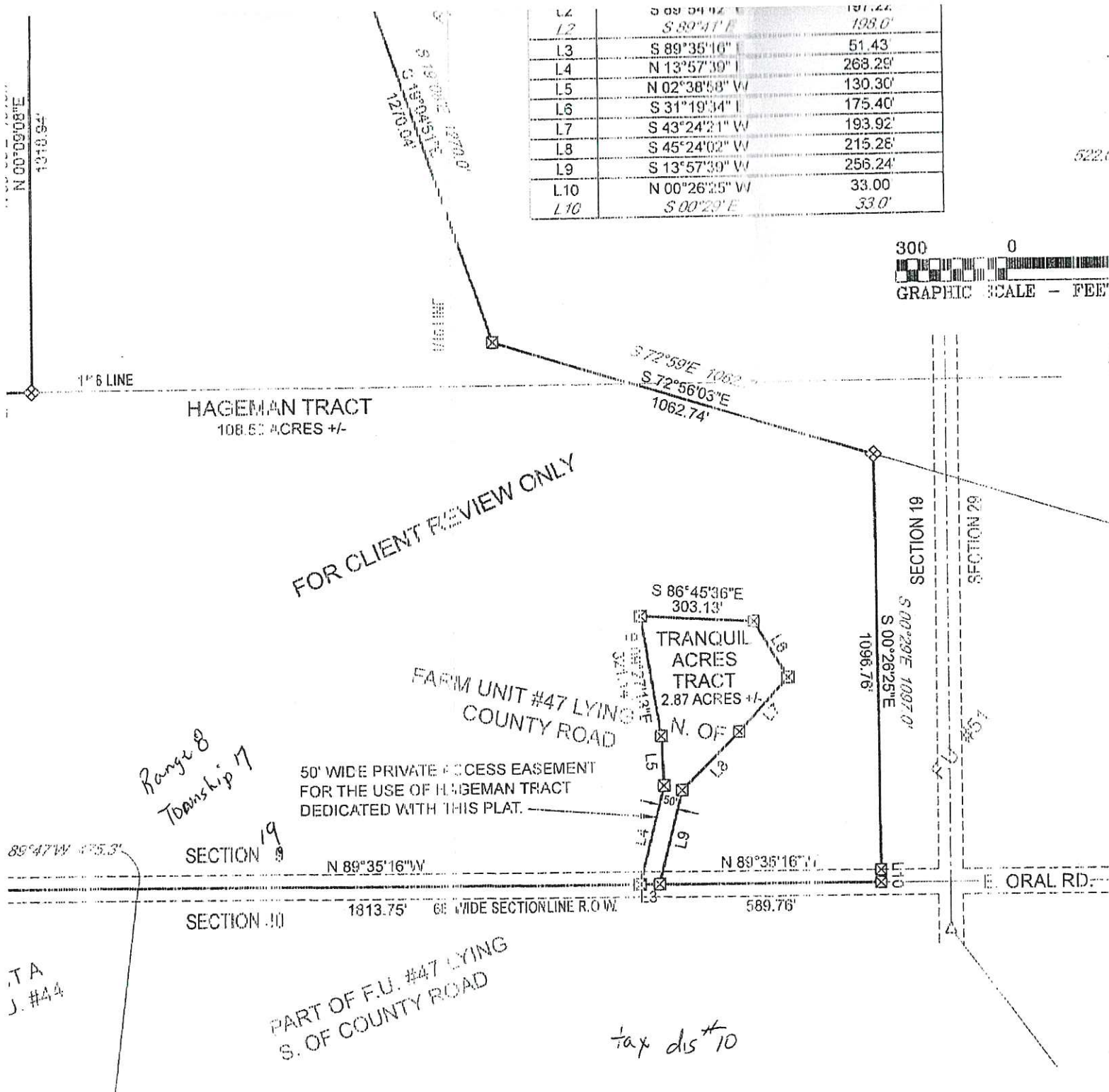
14290

14300

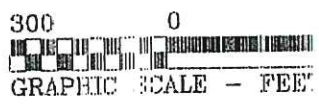
15" culvert



Fence



L2	S 89°41'11" E	198.0'
L3	S 89°35'10" E	51.43'
L4	N 13°57'39" E	268.29'
L5	N 02°38'58" W	130.30'
L6	S 31°19'34" E	175.40'
L7	S 43°24'21" W	193.92'
L8	S 45°24'02" W	215.28'
L9	S 13°57'39" W	256.24'
L10	N 00°26'25" W	33.00'
L10	S 00°29' E	33.0'



FOR CLIENT REVIEW ONLY

Range 8
Township 17

50' WIDE PRIVATE ACCESS EASEMENT
FOR THE USE OF HAGEMAN TRACT
DEDICATED WITH THIS PLAT.

PART OF F.U. #47 LYING
S. OF COUNTY ROAD

tax dis #10

J.A.
J. #44

522.1

FAXED BID: 6057454188

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

DATE: 8/3/2023

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

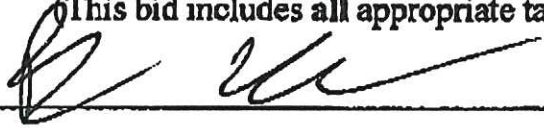
BID FOR: Approx. 8,000 Gallons DSL2

AMOUNT OF BID:

3.74

(This bid includes all appropriate taxes and fees)

Signed By:



Note: all faxed bids must be received in the Fall River County Highway Dept. office at the above number before 11:00A.M. to be considered, unless otherwise stated by the caller for bids.

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

Thank You

FAXED BID:

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

DATE: 8/3/2023

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

BID FOR: _Approx. 8,000 Gallons DSL2

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 11:00 A.M. to be considered, unless otherwise stated by the caller for bids.

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

Thank You

FAX:
EMAIL: MKulish@mgoil.com

TO: FALL RIVER COUNTY HIGHWAY DEPT. FAX # 745-5912
HWY@FRCOUNTY.ORG PHONE # 745-5137

DATE: 8/3/2023

FROM: MG OIL

PHONE: 605-343-5984

BID FOR: Approx. 8,000 Gallons DSL2

AMOUNT OF BID:

NO BID - Declined
(This bid includes all appropriate taxes and fees)

Signed By EMAIL:



Note: all bids must be received in the Fall River County Highway Dept. office at the above number or email before 11A.M. to be considered, unless otherwise stated by the caller for bids.

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

Thank You



SALES AGREEMENT

DATE Aug 02, 2023

Butler Machinery Company, 3401 - 33rd Street S, Fargo, North Dakota 58104 Phone: 701-280-3100

PURCHASER FALL RIVER COUNTY
STREET ADDRESS PO BOX 939
CITY/STATE HOT SPRINGS, SD COUNTY FALL RIVER
POSTAL CODE 57747-1398 PHONE NO. 605-745-5130
EQUIPMENT - PHONE NO.
PRODUCT SUPPORT - PHONE NO.
INDUSTRY CODE: GOVT. - COUNTY (940) PRINCIPAL WORK CODE
POINT OF POSSESSION AT: Rapid City, SD

CUSTOMER NUMBER C28613 Sales Tax Exemption # (if applicable) 466000197 CUSTOMER PO NUMBER

PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)
NET PAYMENT ON INVOICE CASH FINANCIAL SERVICES CONTRACT LEASE
CASH WITH ORDER \$0.00 BALANCE TO FINANCE \$0.00 CONTRACT INTEREST RATE 0
PAYMENT PERIOD PAYMENT AMOUNT 0.00 NUMBER OF PAYMENTS 0 OPTIONAL BUY-OUT \$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED
MAKE: TRAILKING MODEL: TKBD22-43 YEAR: 2023 NEW [X] USED []
STOCK NUMBER: M033628 SERIAL NUMBER: 1TKD04335PW033008 APPROX MILES: 0
TRAILKING STD.HOPP LOC. FOR 4-AXLE TRUCK PLASTIC FENDERS FRONT AND REAR
TKBD22-43 ADV BOTTOM DUMP LOW HOPPER SHEETS .120 GRADE 80 STD. MUD FLAPS W/ANTI SAIL BRCKT
OVERALL LENGTH 38'11" STANDARD DUTY CROSSMEMBER GATE MTD PIN STYLE-NON LOADBRG
OVERALL WIDTH 102" 8" WOOD HOPPER EXTENSIONS DOCUMENT HOLDER
48" 5TH WHEEL HEIGHT TRI AXLE: 23K AIR RIDEW/REARLIFT CAT YELLOW W/ BLACK DECALS S7225
STANDARD DUTY GATE 49"/50" SPACING REAR WIRED REMOTE
STEEL CYLINDERS 20K DRUM BRAKES-6"AUTOSLACKS DOT INSPECTION
WIRED REMOTE 2S1M/2S2M ANTILOCK BRAKE SYSTEM
SELF CLOSING VALVE W/VAR.CONTROL 8.25X22.5 STEEL WHEEL
60 GALLON RESEVOIR 11R22.5 CONTINENTAL ECO+HT314PLY
HD PUSH BLOCK LED LIGHTS W/MIDTURN&3RD TAILLGT
STANDARD WINDROW DEFLECTOR NO TARP

TRADE-IN EQUIPMENT
MODEL: YEAR: VIN: Expected SMU:
VALUE: PAYOUT TO: AMOUNT: PAID BY:
MODEL: YEAR: VIN: Expected SMU:
VALUE: PAYOUT TO: AMOUNT: PAID BY:
MODEL: YEAR: VIN: Expected SMU:
VALUE: PAYOUT TO: AMOUNT: PAID BY:

SELL PRICE \$64,065.44
NET TRADE DIFFERENCE \$64,065.44
AFTER TAX BALANCE \$64,065.44

ODOMETER DISCLOSURES STATEMENT
(Transferor's name - Print) state the odometer now reads _____miles
and to the best of my knowledge it reflects actual mileage of the vehicle described above, unless one of the following statements is checked.
I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
I hereby certify that the odometer reading is NOT the actual mileage.
WARNING - ODOMETER DISCREPANCY
Due to timing between the signing of this Buyer's Order and the acutal delivery,additional mileage may occur. The "Delivery Report" will indicate the final mileage.

ODOMETER DISCLOSURES STATEMENT
(Transferor's name - Print) state the odometer now reads _____miles and to the best of my knowledge it reflects actual mileage of the vehicle described above, unless one of the following statements is checked.
I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
I hereby certify that the odometer reading is NOT the actual mileage.
WARNING - ODOMETER DISCREPANCY
Due to timing between the signing of this Buyer's Order and the acutal delivery,additional mileage may occur. The "Delivery Report" will indicate the final mileage.

Buyer agrees to deliver to Seller satisfactory evidence of title to any used vehicle traded in as a part of the consideration for the vehicle ordered hereunder at the time of delivery of such used vehicle to Seller. Buyer warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein. If the actual payoff, on the front page, which may be an estimate, is different than indicated, Buyer agrees to make up the difference.
If the used vehicle which has been traded in as a part of the consideration for the vehicle ordered hereunder is not to be delivered to Seller until delivery to Buyer of such vehicle, the used vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used vehicle. This agreement is subject to the Terms and Conditions on the reverse.

CSA:
NOTES:

Buyer's Initials _____

EQUIPMENT BUYER'S ORDER -- TERMS AND CONDITIONS

1. **Acceptance.** Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance. This order when accepted by Seller shall become a binding contract but shall be subject to strike, lock-outs, accidents, fire, delays in manufacture or transportation, acts of God, embargos, or governmental or administrative action or any other causes beyond the control of Seller whether the same as or different from the matters and things hereinbefore specifically enumerated, and any of said causes shall absolutely absolve Seller from any liability to Buyer under the terms hereof.

2. **Security Interest.** Unless the machinery is paid for in full in cash at time of delivery, Buyer grants and Seller retains a continuing security interest in such machinery within the meaning of the Uniform Commercial Code together with all and any substitutions, additions or accessions, and in any and all proceeds from the use, sale, exchange or disposal thereof (collectively, the "Equipment"). Buyer, prior to or after delivery, specifically agrees to enter into and execute a Financing Statement, or statements, and a Security Agreement, setting forth the terms and conditions of the Agreement between the parties in relation to the security interest of Seller. In event Buyer fails to enter into such Security Agreement with Seller, the entire balance of the purchase price shall, solely at Seller's option, become due and payable, and Seller shall have all remedies available to it provided for and set out in the Uniform Commercial Code, and, solely at Seller's option, this order may be treated by Seller as a Security Agreement insofar as the law allows and insofar as Seller's security interest is perfected. Buyer further agrees to execute and deliver to Seller any other Notes, or evidences of indebtedness that may be required by Seller. However, any Note taken herewith shall evidence indebtedness only and is not to be considered or construed to be payment for said Equipment.

3. **Risk of Loss/Delivery.** Seller's responsibility for shipment ceases upon delivery to a carrier for shipment to Buyer and Buyer shall bear the risk of loss at such point, including, but not limited to, any claims for shortages, delays or damages occurring thereafter, all of which shall be made by Buyer direct to the carrier. Buyer shall make any claims against Seller for shortages in shipments within fifteen days after receipt of shipment and absent such claims Buyer will be deemed to acknowledge receipt in full.

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

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

6. **WARRANTY WORK AT OTHER THAN REGULAR TIME HOURS.** Under the terms of this order Seller is obligated to make warranty repairs during regular working hours at regular time labor rates. If, at the request of Buyer, such warranty repairs are performed during overtime hours, Seller shall charge Buyer the difference between amount computed at Seller's regular time rates and overtime labor rates and shall be paid this amount by Buyer as a condition of this order.

7. **WARRANTIES AND DISCLAIMER OF WARRANTIES, FACTORY WARRANTY.** Any warranty on any new vehicle or used vehicle still subject to a manufacturer's warranty is that made by the manufacturer only. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SELLER DOES NOT MAKE AND HEREBY DISCLAIMS ANY AND ALL SUCH OTHER WARRANTIES.

USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: Unless a separate written instrument showing the terms of any Seller warranty or service contract is furnished by Seller to buyer, this vehicle is sold "as-is - not expressly warranted or guaranteed", and Seller hereby disclaims all warranties, either express or implied, including any implied warranty of merchantability, or fitness for a particular purpose. Purchases shall not be entitled to recover from Seller any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

Buyer's initials: _____ Date: _____

8. **Limitations of Liability/Indemnification.** Seller shall not be held liable or responsible for any damages, whether on account of personal injuries or otherwise suffered or sustained in the operation of said machine, nor for any damages resulting to Buyer by reason of any delays or any alleged failure of any machine to operate. Seller, not being the manufacturer of the machine, nor manufacturer's agent makes no warranty against patent or latent defects in material, workmanship or capacity of the equipment, nor warranty that the machine will satisfy any requirements of any law, rule, specification or contract which provides for specific machinery or operators, or special methods; all liabilities arising there from are assumed by Buyer at its sole risk and expense.

9. **Events of Default.** If the Equipment is not paid for in full at time of delivery, the occurrence of any of the following Events of Default shall, solely at the option of Seller and without necessity for demand or notice, constitute a default hereunder, entitling Seller to pursue its remedies under Section 10 of this order: (a) if Buyer fails to pay any of the installments of the Secured Obligations when and as due and payable, or to accept delivery of any of the Equipment or has made any untrue representation to Seller in connection with this transaction; (b) if Buyer does any act or makes any use of the Equipment that is prohibited by this order, or otherwise violates any provision hereof; (c) if the Equipment is levied on, seized or attached; (d) if Buyer sells or disposes of any of the Equipment without Seller's permission, or becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against or if a receiver is appointed for, Buyer or any guarantor or endorser of the Secured Obligations; (e) if any default shall occur under any other agreement between Seller and Buyer; (f) if, in the opinion of Seller, either the market value or the actual value of the Equipment is insufficient to provide an adequate margin of security with respect to the Secured Obligations; or (g) if Seller shall reasonably deem itself insecure or in good faith believes that the prospect of payment or performance is impaired and Buyer fails, on Seller's demand, to provide additional security satisfactory to Seller.

10. **Remedies of Default.** Upon the occurrence of an Event of Default, Seller may, solely at its option, exercise any or all of the following rights and remedies, all of which shall be cumulative to the greatest extent permitted by applicable law. (a) if the default results from Buyer's failure to do or perform any of the acts, or things required to be done, by Buyer under the terms of this order, Seller may do and perform any such acts on Buyer's behalf, and all moneys advanced or paid by Seller in doing so shall be added to and be deemed a part of the balance due hereunder and shall be subject to a finance charge calculated at the same rate as the finance charge set forth on the reverse side hereof; (b) Seller may without notice elect to accelerate and treat the entire remaining balance, together with all late and delinquency charges, as immediately due and payable; (c) Seller may require Buyer to store the Equipment, at Buyer's own cost and risk, on behalf of Seller, and such storage shall be in such a manner as to prevent any deterioration of the Equipment, and shall be for a reasonable time pending the sale or other disposition of the Equipment; (d) Seller may avail itself of any or all remedies provided by the laws of the state in which the Equipment is located or by the laws of the State of North Dakota, and (e) Seller shall be entitled to recover from Buyer Seller's fees and expenses, including but not limited to attorneys' fees and expenses, and reasonable expenses of retaking, holding, preparing for sale or lease, selling or leasing the Equipment and its bond premiums and court costs. All amounts in default shall bear interest and finance charges as provided herein from the date of default until paid in full.

Assignment by North Central Rental & Leasing LLC to Accruit, LLC. Purchaser is hereby notified that North Central Rental & Leasing LLC has assigned to Accruit, LLC, acting in its capacity as a Qualified Intermediary, its rights (including it rights with respect to all money and trade-ins, but none of its obligations) with respect to the sale of this equipment, for purposes of completing a like-kind exchange under section 1031 of the Internal Revenue Code of 1986, as amended. Purchaser must make all payments with respect to the purchase payable to Accruit fbo NCR&L. Purchaser consents to the described assignment to the Qualified Intermediary and acknowledges that neither Qualified Intermediary nor its officers, managers, members, agents or employees shall be personally liable for a breach of any representations or warranties or any obligations of North Central Rental & Leasing LLC as seller under Sales Contract.

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

12. **General.** It is agreed that (a) time is of the essence; (b) this order may be assigned by Seller without notice to Buyer; (c) Buyer may not assign this order without Seller's consent, which may be withheld at Seller's sole discretion; (d) this order constitutes the entire agreement between Buyer and Seller in respect to the delivery and sale of the Equipment and it is expressly agreed that there are no promises or understandings outside of this order and that no agent or salesperson has authority to obligate Seller to any undertakings, conditions or terms not contained herein; (e) this order and all matters relating to the Equipment shall be governed by the laws of North Dakota; (f) copies of this order and/or any financing statement listing the Equipment as collateral may be recorded to the same extent as the originals thereof; and (g) should any portion of this order be declared invalid under applicable law or regulation, the remaining provision hereof shall remain in full force and effect.

Accepted by BUTLER MACHINERY COMPANY / NCRL LLC at Fargo, ND

PURCHASE ORDER NO.:

BY _____ DATE _____ BY _____ DATE _____
TITLE _____ Signed X _____
Salesperson _____ Title _____
(Buyer's Signature)



PENNINGTON COUNTY

South Dakota

Ordinance 14

PENNINGTON COUNTY ORDINANCE NO. 14

Criteria for constructing and accepting roads and approaches onto the County Highway System, the County Secondary Highways and Local Secondary Roads, hereinafter referred to as "County Roads".

Be it ordained by Pennington County:

Section 101 - Purpose:

- A. To establish the minimum criteria under which roads may be retained as part of or considered for placement on, the "County Highway System", "County Secondary Highway", "Local Secondary Roads", or "Special Use Roads" as defined in Section 400.
- B. To insure that County Roads serve the greatest number of people in the most equitable way within the County's resources.
- C. To provide minimum specifications for the construction of County Roads and approaches.
- D. To reserve with the Board of Commissioners the full authority and discretion to exercise its best judgment to resolve problems that are unforeseeable in this Ordinance.

Section 102 - Policy:

- A. Consistent with the purposes stated above, the criteria set forth in Section 201 and 202 will qualify a road for consideration for acceptance as a County Road but does not guarantee acceptance. The Board of Commissioners may waive elements of the stated specifications for roads and approaches in unusual circumstances to avoid absurdity or hardship, but shall exercise its discretion in every case by an action of the majority of the Board, recorded in its minutes.
- B. The Board of Commissioners will only consider adding roads as County Roads based on the following priorities with recommendations of the County Highway Department:

Priority 1. Asphalt roads with curb and gutter that meet or exceed Ordinance 14 Standards and Specifications that serve a Suburban Residential District (SRD).

Priority 2. Asphalt roads that meet or exceed Ordinance 14 Standards and Specifications that serve General Commercial, Highway Service, and Low Density Residential Districts (LDR).

Priority 3. Asphalt or Gravel roads that meet or exceed Ordinance 14 Standards and Specifications and serve General or Limited Agriculture Districts.

Priority 4. All other roads that are in good to fair condition and meet a minimum twenty-four (24) foot roadway width.

- C. The Board of Commissioners, with recommendations of the County Highway Department reserves unto itself the determination of whether to add a road as a County Road or not, the appropriate classification of the road, and the priority level of maintenance on the road.
- D. The developer(s) may petition the Board of Commissioners to commit County funds to help offset the costs to the developer(s) for improvements to meet the construction standards, and specifications. It is the responsibility of the developer(s) to provide the Commission with the information/documentation necessary for the Commission to consider the petition. The Commission will consider any petition including reference to SDCL 31-13-51. Nothing herein shall be construed to require the Commission to commit County funds to any given project.

Section 103 - Procedure for Requesting Roads to be Designated as County Roads:

- A. A written request shall be submitted to the Board of Commissioners. Requests shall be complete and include such information as location, length of road, map or plat. Requests shall state that the road meets or exceeds the specifications as stated in Sections 201 and 202. The request will be forwarded to the Highway Department for their review. The Highway Department may request additional information including certification from contractors, engineers, and suppliers that Section 201 and 202 requirements have been met.
- B. The Highway Department shall make all necessary inspections and request additional information as necessary. The Department's recommendation shall then be forwarded to the Board of Commissioners for its consideration, along with an appreciation of current and reasonably foreseeable recurrent costs involved. The Highway Department shall notify the applicant, in writing, of the Board's decision.

Section 201 - Minimum Construction Standards and Specifications:

- A. Commencing with the effective date of this Ordinance, any road to be considered for acceptance as a County Road shall meet the minimum construction standards and Specifications as stated below and as shown on Exhibit A attached hereto. The owner(s) and or developer(s) are responsible for all costs associated with the construction or improvement as required.
- B. In the event the road is also subject to the provisions of the County Subdivision Ordinance, or lies within the extraterritorial area of a municipality, the road shall also comply with any and all additional County/City standards and specifications as applicable.
- C. Road design shall be consistent with the published standards of the "America Association of State Highway Transportation Officials". Road construction materials and construction methods shall

conform to the current published edition of the "Standard Specifications for Roads and Bridges", South Dakota Department of Transportation.

1. The minimum dedicated right-of-way width shall be sixty-six feet (66'). Sixteen feet (16') may be perpetual easement in General and Limited Agriculture, LDR and SRD Districts.
2. Maximum grade of any road or portion of road shall not exceed twelve percent (12%).
3. Maximum degree of curvature shall not exceed twenty-one degrees (21°).
4. Crown rates shall be between 0.02 ft/ft to 0.06 ft/ft. Maximum super elevation rate in curves shall be 0.07 ft/ft.
5. Maximum in slope shall be 4 to 1, back slope may vary but under no condition shall it be greater than 1.1 to 1.
6. Ditches shall have a minimum depth of two feet (2').
7. Culverts shall be sized to assure proper drainage. The minimum size of culvert shall be eighteen inches (18").
8. Dead end roads shall have a cul-de-sac with a minimum constructed radius of fifty feet (50').
9. Gravel surfacing shall meet the requirements of "Part B. Granular Bases and Surfacing" of the "Standard Specification for Roads and Bridges", South Dakota Department of Transportation.
0. Roads that have or will have 250 ADT (average daily traffic) or more should be paved.

Section 202 - Standards and Specifications for Asphalt Pavement/Concrete Pavement Roads:

1. The design of pavement shall be in compliance with Section 201 and the "AASHTO Guide for Design of Pavement Structures" (Current Edition).
2. Pavement structure shall be designed for the predicted traffic loading over a twenty (20) year performance period (minimum). Traffic can be represented by a number of eighteen thousand pound (18-kip) equivalent single axle loads (ESAL). The ESALs for the performance period represents the cumulative number from the time the roadway is opened to traffic to the time when the serviceability is reduced to a terminal value.
3. The pavement structure shall have a minimum of six inches (6") of granular base. The granular base shall meet the requirements of "Part B. Granular Bases and Surfacing" of the "Standard Specification for Roads and Bridges", South Dakota Department of Transportation.

Section 300 - Specifications for Approaches:

- A. Typical Approach Detail as shown on Exhibit "B" and listed below shall be followed in the construction of approaches within public right-of-ways under the jurisdiction of Pennington County. Road construction materials and methods shall conform to the current published edition of the "Standard Specifications for Roads and Bridges", South Dakota Department of Transportation.
 1. Maximum grade on an approach shall not exceed five percent (5%) within the right-of-way.

2. Culverts shall be sized to assure proper drainage. The minimum size of culvert will be eighteen inches (18") in diameter. Fifteen inches (15") may be allowed for roads constructed prior to this Ordinance.
 3. The minimum culvert length shall be thirty-two feet (32') with a minimum roadway width of twenty feet (20').
 4. Approaches shall be constructed perpendicular as practical to the road.
 5. Only one (1) approach per residence will be allowed. Approaches to General Commercial, Highway Service, General or Limited Agriculture Districts, large tracts or parcels of land will be per South Dakota Codified Law (SDCL) 31-24-3 through 31-24-7.
 6. Sight distance of approaches shall meet published Standards of the American Association of State Highway Transportation Officials (AASHTO).
- B. Property owner(s) must obtain a written permit and approval from the County Highway Department for each approach. Property owner(s) must construct approach according to County specification and current policy, and is responsible for all cost of construction and maintenance.

Section 400 - Road Classifications and Designated Maintenance:

A. County Highway System

Definition: The County Highway System shall be the principal or primary highway system of roads in Pennington County. This system of roads provides access to the major geographical areas in the County. Roads included in this definition must be designated by resolution or official motion of the Board of Commissioners and approved by the State Department of Transportation.

Maintenance Level: Full maintenance and snow removal service.

B. County Secondary Highways

Definition: County Secondary Highways are those roads that connect to County Highway System roads, or in some cases connect to roads on the State Trunk Highway System. Generally, County Secondary Roads provide access to large land areas not served by County Highway System Roads.

County Secondary Roads may provide access to, but not into, cities, towns, developments and unincorporated residential areas. All roads defined, as County Secondary Roads shall be designated by resolution or official motion by the Board of Commissioners and recorded in its minutes.

Maintenance Level: Full maintenance and snow removal service.

C. LOCAL SECONDARY ROADS

Definition: Local Secondary Roads are those roads that generally provide access to residential areas or farm/ranch communities, but not into cities, towns, and road districts or incorporated

residential areas. Local Secondary Roads generally connect to County Highway System Roads, County Secondary Roads, or roads on the State Trunk Highway System. Local Secondary Roads shall be designated by resolution or official motion of the Board of County Commissioners, and recorded in its minutes.

Maintenance Level: Minimum maintenance and snow removal. Maintenance and snow removal will be as determined by the Highway Department, but generally aggregate surfaces will be maintained once or twice a year. Asphalt surfaces will be maintained as necessary. Mowing will be conducted only as required for efficient maintenance and proper drainage. Signing will be provided as deemed necessary.

D. SPECIAL USE ROADS

Definition: Special Use Roads are a substandard system of lanes, trails and roads.

Criteria: This system of roads will not be required to meet the standards of Sections 201 and 202, but the roads shall provide reasonable access and travel for normal highway equipment. In addition, this system of roads must connect to a State or County road. Roads on this system must be located on legally established public right-of-way, or acceptable and recorded road use easements.

Maintenance Level: Lanes, trails, and other roads will not receive regular maintenance or snow removal. Maintenance and snow removal service will be provided only under emergency situations as determined by the County Highway Superintendent, or as directed by the Board of Commissioners.

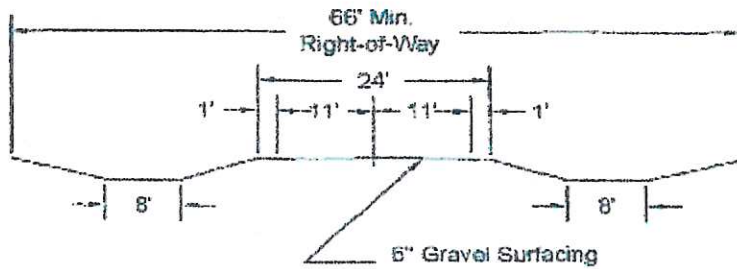
Section 500 - Amendments:

- A. The Amendment of this Ordinance may be initiated by the Board of Commissioners under the provisions of South Dakota Codified Laws, Chapter 7-18A-2, or by individual citizens, or groups of citizens under the provisions of South Dakota Codified Laws 7-18A-9.

Exhibit A

Pennington County Highway Department

Specifications for County Roads



* Maximum slope is 4 to 1 (current standard of the South Dakota Department of Transportation). Steeper slopes are subject to the approval of Pennington County.

The above Typical Road Section shall be followed in the construction of roads to be placed on the County Road System. Road design shall be consistent with published Standards of the American Association of State Highway Transportation Officials. Road construction materials and methods shall conform to the current published edition of the "Standard Specifications for Roads and Bridges" of the South Dakota Department of Transportation, when referenced in the standards below. A copy of these Specifications is on file at the County Highway Department Office.

The following are standards, which shall be met:

1. The minimum dedicated right-of-way width shall be sixty-six feet (66').
2. Maximum Grade of any road or portion of road shall not exceed twelve percent (12 %).
3. Maximum Degree of curvature shall not exceed twenty-one degrees (21°).
4. Crown rates shall be between 0.02 ft/ft to 0.06 ft/ft. Maximum super elevation rate in curves shall be 0.07 ft/ft.
5. Maximum in slope shall be 4 to 1. Back slope may vary, but under no condition shall it be greater than 1.1 to 1.
6. Ditches shall have a minimum depth of two feet (2).
7. Culverts shall be sized to assure proper drainage. The minimum size of culvert shall be eighteen inches (18").
8. Dead end roads shall have a cul-de-sac with a minimum constructed radius of fifty feet (50').
9. Gravel Surfacing shall meet the requirements of "Part B. Granular Bases and Surfacing" of the "Standard Specifications for Roads and Bridges".
0. Roads that have or will have 250 ADT (average daily traffic) or more should be paved.

Standards and Specifications for Asphalt Pavement/Concrete Pavement Roads

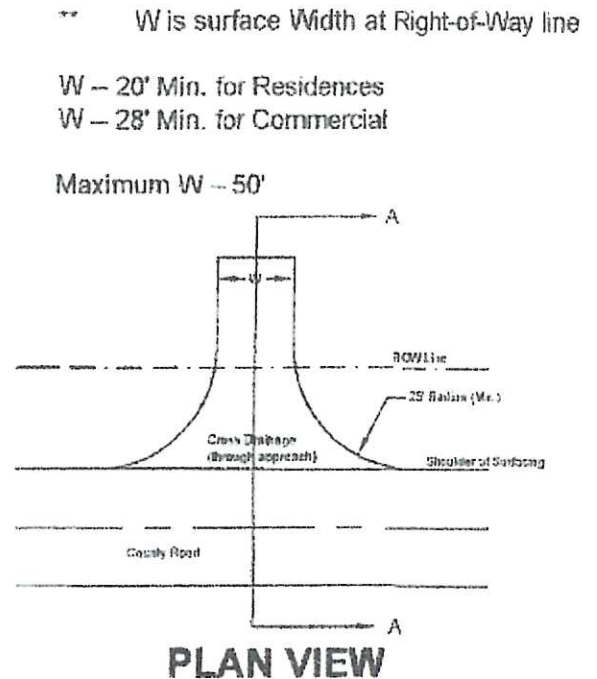
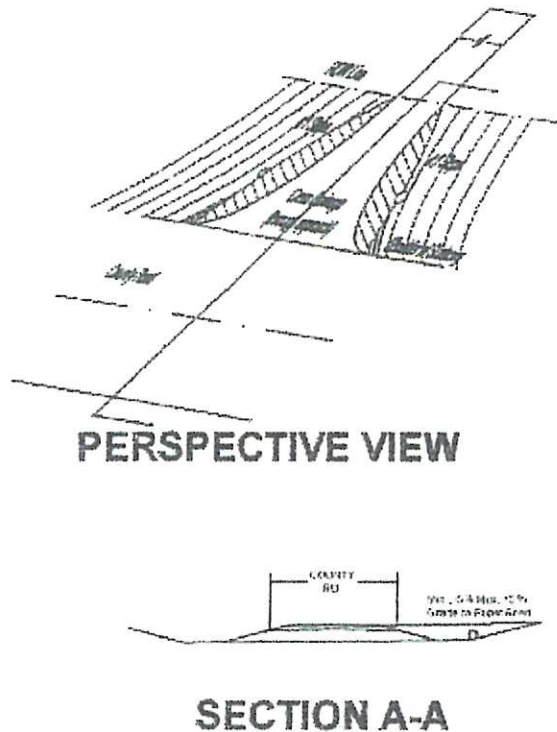
1. The design of pavement shall be in compliance with all of the above and the "AASHTO GUIDE FOR DESIGN OF PAVEMENT STRUCTURES (Current Edition)".
2. Pavement structures shall be designed for the predicted traffic loading over a twenty-year performance period (minimum). Traffic can be represented by a number of 18-kip equivalent single axle loads (ESAL). The ESALs for the performance period represents the cumulative number from the time the roadway is opened to traffic to the time when the serviceability is reduced to a terminal value.

3. The Pavement structures shall have a minimum of six inches (6") of granular base. The Granular Base shall meet the requirements of "Part B. Granular Bases and Surfacing" of the "Standard Specifications for Roads and Bridges".

Exhibit B

Pennington County Highway Department

Specification for County Approaches



The above Typical Approach Detail shall be followed in the construction of roads within Public right-of-ways under the jurisdiction of Pennington County. Road construction materials and methods shall conform to the current published edition of the "Standard Specifications for Roads and Bridges" of the South Dakota Department of Transportation, when referenced in the standards below. A copy of these Specifications is on file at the County Highway Department Office. The following are standards, which shall be met:

1. Maximum grade on an approach shall not exceed five percent (5%) within the right-of-way.
2. Culverts shall be sized to assure proper drainage. The minimum size of culvert will be eighteen inches (18") in diameter Fifteen inches (15") may be allowed under certain conditions. The minimum length of culvert shall be thirty-two feet (32').
3. Gravel surfacing shall meet the requirements of the "Standards Specification for Base or Surfacing". Minimum depth of gravel surfacing shall be four inches (4").
4. Approaches shall be constructed perpendicular as practical to the County Road.
5. Only one (1) approach per residence will be allowed. Approaches to General Commercial, Highway Service, General or Limited Agriculture Districts, large tracts or parcels of land will be per

South Dakota Codified Law (SDCL) 31-24-3 through 31-24-7.

6. Sight distance of approaches shall meet published Standards of the "American Association of State Highway Transportation Officials".

Approved this 10th day of May, 2005.

First Reading: April 5, 2005

Second Reading: May 10, 2005

Board of County Commissioners of Pennington County

James Kjerstad, Chairperson

Delores Coffing

Ken Davis

Gale Holbrook

Mark Kirkeby

ORDINANCE NUMBER FOURTEEN

CRITERIA FOR CONSTRUCTING AND ACCEPTING ROADS AND APPROACHES ONTO THE COUNTY HIGHWAY SYSTEM AND THE COUNTY SECONDARY HIGHWAYS, HEREINAFTER REFERRED TO AS "COUNTY ROADS"

BE IT ORDAINED by Pennington County, South Dakota that Ordinance 14 be amended to read as follows:

Section 101 - Purpose:

- A. To establish the minimum criteria under which roads may be retained as part of or considered for placement on the "County Highway System" and "County Secondary Highways" as defined in Section 500.
- B. To ensure that County Roads serve the greatest number of people in the most equitable way within the County's resources.
- C. To provide minimum specifications for the construction of County Roads and approaches.

Section 102 - Policy:

- A. Consistent with the purposes stated above, the criteria set forth in Sections 201 and 202 will qualify a road for consideration for acceptance as a County Road but does not guarantee acceptance.
- B. The Board of Commissioners, with recommendations of the County Highway Department reserves unto itself the determination of whether to add a road as a County Road or not, the appropriate classification of the road, and the priority level of maintenance on the road.

Section 103 - Procedure for Requesting Roads to be Designated as County Roads:

- A. An application requesting roads to be designated as County Roads can be submitted to the County Highway Superintendent. Requests will be complete and include information such as location, length of road, map or plat. Requests will state that the road meets or exceeds the specifications as stated in Sections 201 and 202. The Highway Department may request additional information including certification from contractors, engineers, suppliers and engineered plans that Section 201 and 202 requirements have been met. The request and the Highway Department's recommendations will then be forwarded to the Board of Commissioners for its consideration.
- B. Each application request requires a fee as defined in Section 700.

Section 201 - Minimum Construction Standards and Specifications:

- A. Commencing with the effective date of this Ordinance, any road to be considered for acceptance as a County Road will meet the minimum construction standards and specifications as stated below and as shown on Exhibits "A" and "B" attached hereto. The owner(s) and or developer(s) are responsible for all costs associated with the construction of or improvement of roads as required.

- B. In the event the road is also subject to the provisions of the County Subdivision Ordinance, or lies within the extraterritorial area of a municipality, the road will also comply with any and all additional County/City standards and specifications as applicable.
- C. Road design will be consistent with the current published edition of the standards of the “American Association of State Highway Transportation Officials” (AASHTO). Road construction materials and construction methods will conform to the current published edition of the “Standard Specifications for Roads and Bridges” and “Local Roads”, South Dakota Department of Transportation.
1. The minimum dedicated right-of-way width will be sixty-six feet (66’) for minor arterial roads. Minimum dedicated right-of-way for major arterial will be one hundred feet (100’).
 2. Maximum grade of any road or portion of road will not exceed twelve percent (12%) without the written permission from the County Highway Superintendent or designee.

Table 5-2. Maximum Grades for Local Roads in Rural Areas

Type of Terrain	U.S. Customary									
	Maximum Grade (%) for Specified Design Speed (mph)									
	15	20	25	30	35	40	45	50	55	60
Level	9	8	7	7	7	7	7	6	6	5
Rolling	12	11	11	10	10	10	9	8	7	6
Mountainous	17	16	15	14	14	13	12	10	10	-

Note: Short lengths of grade in rural areas, such as grades less than 500 ft (150 m) in length, one-way downgrades, and grades on low-volume roads (AADT less than 2,000 veh./day) may be up to 2 percent steeper than the grades shown in this table.

Table reference: 5.2.1.5 AASHTO 2018 EDITION
GEOMETRIC DESIGN OF HIGHWAYS AND STREETS

3. Maximum radius of curvature will follow Table 4-4 specifications.

Table 4-4. Guidelines for Maximum Side Friction Factor and Minimum Radius
(New Construction, Design Volume ≤ 250 veh./day, Limited Proportion of Heavy Vehicle Traffic)

U.S. Customary		Minimum Radius (ft), R_{min}			
Design Speed (mph)	Reduced Design Speed (mph)	Max. Design Side Friction Factor, f_{max}	Max. Superelevation Rate (%), e_{max}		
			4	6	8
10	10	.38	25	25	25
15	15	.32	40	40	40
20	15	.32	40	40	40
25	20	.27	85	80	75
30	20	.27	85	80	75
35	25	.23	155	145	135
40	30	.20	250	230	215
45	35	.18	370	340	315
50	40	.16	535	485	445
55	45	.15	710	645	585
60	50	.14	925	835	760

Table reference: 4.4.1.1 AASHTO 2019 Second Edition
Guidelines for Geometric Design of Low-Volume Roads

4. Crown rates will be 0.02 ft/ft on paved surfaces and 0.04 ft/ft on gravel surfaces. Maximum super elevation rate in curves will be 0.06 ft/ft on paved surfaces and 0.08 ft/ft on gravel surfaces.
5. Maximum in slope will be 4 to 1, preferred back slope is 3 to 1. Back slope will, under no conditions, be greater than 1 to 1.
6. Ditches will have a minimum depth of two feet (2') and a minimum flat bottom width of two feet (2').
7. Culverts will be sized to assure proper drainage. Cross culverts on a roadway will be a minimum diameter of twenty-four inches (24").
8. Culverts will be sized to assure proper drainage. Approaches to a roadway will use a minimum diameter of eighteen inches (18").
9. Dead end roads will have a turnaround matching minimum dimensions of Figure "2" and Tables "1-3" of Exhibit "A".
10. Gravel surfacing will meet the requirements of "Part B. Section 260, Granular Bases and Surfacing" and "Section 882" of the current published edition of the "Standard Specification for Roads and Bridges", South Dakota Department of Transportation.
11. Roads that have or will have 250 ADT (average daily traffic) or more should be paved.

Section 202 - Standards and Specifications for Asphalt Pavement/Concrete Pavement Roads:

- A. The design of pavement will be in compliance with Section 201 and the current published edition of the "AASHTO Guide for Design of Pavement Structures".
- B. Pavement structure will be designed for the predicted traffic loading over a twenty (20) year performance period (minimum). Traffic can be represented by a number of eighteen thousand pound (18-kip) equivalent single axle loads (ESAL). The ESALs for the performance period represents the cumulative number from the time the roadway is opened to traffic to the time when the serviceability is reduced to a terminal value.
- C. The pavement structure will have a minimum of eight inches (8") of granular base for residential. Commercial and industrial roads will have a minimum granular base of twelve inches (12"). The granular base will meet the requirements of "Part B. Section 260, Granular Bases and Surfacing" and "Section 882" of the current published edition of the "Standard Specification for Roads and Bridges", South Dakota Department of Transportation.

In lieu of the above minimum requirements, the recommendations of a geotechnical report or engineered plans from a professional engineer may be considered.

Section 300 - Specifications for Approaches:

- A. Typical Approach Detail as shown on Exhibit "B" and listed below will be followed in the construction of approaches within public right-of-ways under the jurisdiction of Pennington

County. Road construction materials and methods will conform to the current published edition of the "Standard Specifications for Roads and Bridges", South Dakota Department of Transportation.

1. Maximum grade on an approach will not exceed five percent (5%) within the right-of-way.
 2. Culverts will be sized to assure proper drainage. The minimum size of culvert will be eighteen inches (18") in diameter. Fifteen inches (15") in diameter may be allowed under certain conditions with written approval from the County Highway Department designee. The minimum culvert length will be thirty feet (30').
 3. Gravel surfacing will meet the requirements of "Part B. Section 260, Granular Bases and Surfacing" of the current published edition of the "Standard Specifications for Roads and Bridges", South Dakota Department of Transportation. The minimum depth will be four inches (4") with a minimum traveled roadway width of twenty feet (20') for residential and twenty-eight feet (28') for commercial and industrial.
 4. Approaches will be constructed perpendicular, as practical, to the road.
 5. Only one (1) approach per residence will be allowed unless authorized by the County Highway Superintendent or designee.
 6. Additional approaches for commercial, industrial and agriculture will be reviewed on a case by case basis by the County Highway Superintendent or his designee.
 7. Sight distance of approaches will meet the standards in the current published edition of the AASHTO guide.
 8. Ditches and right-of-way will follow specifications set forth in Ordinance 11 for erosion control and seeding.
- B. Property owner(s) must obtain a written permit and approval from the County Highway Department for each approach. Property owner(s) must construct approach according to County specification and current policy, and is responsible for all costs associated with construction and maintenance. Refer to Section 700 for approach permit fees and surety deposit related to approach permits.

Section 400 - Exceptions to Standards and Specifications:

- A. The purpose of an exception is to modify strict application of the specific requirements of this Ordinance. An exception will only be granted in the case whereby such strict application would result in practical difficulty.
- B. Standards for granting an exception.
 1. The particular physical surroundings, shape or topographical conditions of the specific road involved would result in a particular hardship upon the owner(s) as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.

2. The granting of the exception will not be detrimental to the public welfare or injurious to other property or improvements in the area in which the road is located.
 3. The proposed exception will not increase traffic congestion on the public roads, increase the danger of fire, endanger the public safety, and/or diminish or impair property values within the area.
 4. That because of circumstances or conditions, there is no possibility that the road can be developed in strict conformity with the provisions of the regulations and that the authorization of an exception is therefore necessary.
 5. That the exception, if authorized, will represent the minimum exception that will afford reasonable relief and will represent the least modification desirable of the regulations.
- C. Any person, firm or corporation desiring an exception in accordance with this Ordinance will make application for such request to the Highway Department. Each exception request requires a separate application.
- D. Upon the filing of any application for an exception, the applicant will pay to Pennington County the appropriate fee as designated in this Ordinance. Each exception request requires a fee as defined in Section 700.
- E. All applications for an exception request under this Ordinance will be acted upon at a meeting of the Board of Commissioners. A favorable vote by a majority of the members of the Board of Commissioners will be required to approve each request.
- F. Appeals may be taken to the Circuit Court by any person or persons, jointly or severally, aggrieved by any decision of the Board of Commissioners, or any taxpayer, or any officer, department, board or bureau of the County, aggrieved by any decision of the Board of Commissioners, in the manner and form provided by the statutes of the State of South Dakota, in such cases made and provided.

Section 500 - Road Classifications and Designated Maintenance:

A. County Highway System

Definition:

The County Highway System will be the principal or primary highway system of roads in Pennington County. This system of roads provides access to the major geographical areas in the County. Roads included in this definition must be designated by resolution or official motion of the Board of Commissioners and approved by the South Dakota Department of Transportation.

B. County Secondary Highways

Definition:

County Secondary Highways are those roads that connect to County Highway System, or in some cases connect to roads on the State Trunk System. Generally, County Secondary Highways provide access to large land areas not served by the County Highway System.

County Secondary Highways may provide access to, but not into, cities, towns, developments and unincorporated residential areas. All roads defined as County Secondary Highways will be designated by resolution or official motion by the Board of Commissioners and recorded in its minutes.

C. Maintenance Levels Defined

Full Maintenance: Roads will be maintained per County Highway Department policy to the best standard possible, within the Highway Department's budget and staffing considerations. All asphalt pavement/concrete pavement roads will be Full Maintenance. Full Maintenance gravel surfaced roads may serve eleven (11) or more residences.

Minimum Maintenance: Road maintenance and snow removal will be determined by the Highway Department as budget and staffing allows. In general, gravel surfaces may be maintained twice a year. Mowing operations may occur twice a year. Snow removal may occur when amounts meet a six-inch (6") minimum. Minimum Maintenance roads may serve between two (2) and ten (10) residences.

No Maintenance: Removal of man-made obstructions will occur. No Maintenance roads may serve one (1) or less residences.

Section 600 - Amendments:

- A. The Amendment of this Ordinance may be initiated by the Board of Commissioners under the provisions of South Dakota Codified Laws, Chapter 7-18A-2, or by individual citizens, or groups of citizens under the provisions of South Dakota Codified Laws 7-18A-9.

Section 700 – Schedule of Fees:

- Application request for County Road designation: \$1,000.00 due upon application.
- Approach permit fee: \$250.00 per approach due upon application.
- Approach permit surety deposit: \$2,500.00 cash or cashier's check required following initial inspection, at the time the permit is approved. Surety deposit will be refunded upon approved, final inspection.
- Exception request fee: \$500.00 due upon application.

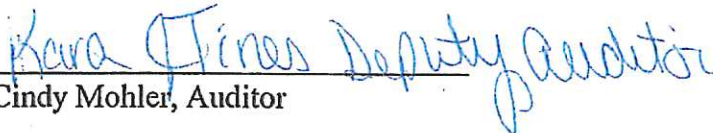
APPROVED THIS 21st day of June 2022.

PENNINGTON COUNTY
BOARD OF COMMISSIONERS



Gary Drewes, Chairperson

ATTEST:



Cindy Mohler, Auditor



Preliminary Approval: February 5 & 19, 1980
First Reading: March 4, 1980
Second Reading: March 11, 1980
Third Reading: March 25, 1980
Fourth Reading: April 8, 1980
Fifth Reading: April 29, 1980 (adopted)

Amendment 1 First Reading: December 6, 1988
Amendment 1 Second Reading: December 19, 1988
Amendment 1 Effective: January 24, 1989

Amendment 2 First Reading: February 4, 1992
Amendment 2 Second Reading: February 26, 1992
Amendment 2 Third Reading: March 4, 1992
Amendment 2 Published: March 19, 1992
Amendment 2 Effective: April 9, 1992

Amendment 3 First Reading: April 5, 2005
Amendment 3 Second Reading: May 10, 2005
Amendment 3 Published: May 25, 2005
Amendment 3 Effective: June 13, 2005

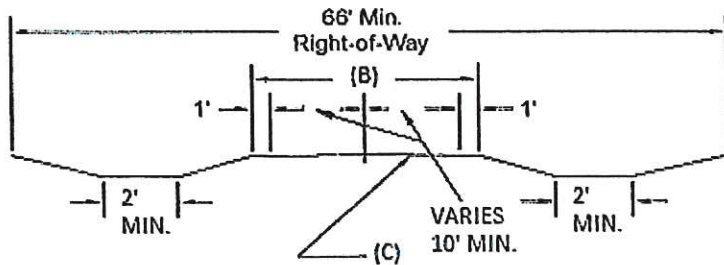
Amendment 4 First Reading: May 17, 2022
Amendment 4 Second Reading: June 10, 2022
Amendment 4 Third Reading: June 21, 2022
Amendment 4 Published: July 6 & 7, 2022
Amendment 4 Effective: July 27, 2022

EXHIBIT A

PENNINGTON COUNTY HIGHWAY DEPARTMENT SPECIFICATIONS FOR COUNTY ROADS

Figure 1

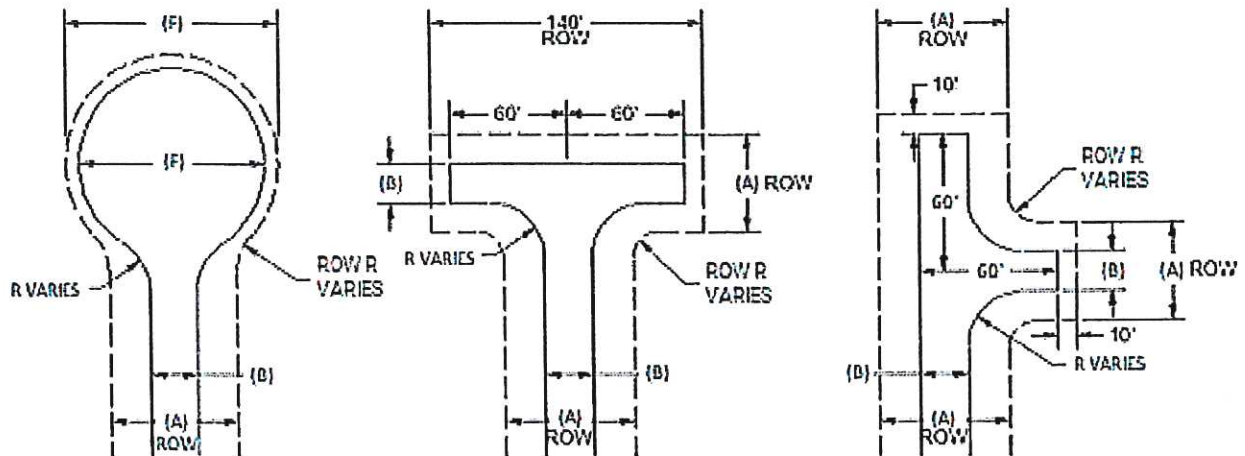
TYPICAL ROAD SECTION



* Maximum slope is 4 to 1 (current standard of the South Dakota Department of Transportation). Steeper slopes are subject to the approval of Pennington County.

Figure 2

TYPICAL TURNAROUND DIMENSIONS



** Refer to Tables 1-3 for dimensions on (A) to (F) on Figures 1 & 2.

Table 1

Road Design Standards for Agriculture / Ranchette / Low Density / Rural Residential Zoning Districts

		Easement	Local	Collector	Minor Arterial <250 ADT	Major Arterial >250 ADT
A	Right of Way Width (feet)	66 ¹	66	66	66	100
B	Road Width (feet)	20 ²	24	24	32	48
C	Road Surface	6" Gravel	6" Gravel	6" Gravel	6" Gravel	4" Paved Surface ³
D	Base Course Thickness	8"	8"	8"	8"	8"
E	Grade (min-max)	1%-12%	1%-12%	1%-10%	1%-7%	1%-7%
F	Turnaround (feet) for Cul-de-Sacs and Intermediate Turnaround	n/a	55 Radius (ROW) 48 Radius (Surfacing)	55 Radius (ROW) 48 Radius (Surfacing)	n/a	n/a

¹ - 40-foot-wide easement for access is allowed for a maximum of two lots.

² - 24-foot required if serving more than four (4) lots.

³ - Paved Surface (Asphalt or Concrete). Will meet the requirements of Section 202 of Ordinance 14.

Table 2

Road Design Standards for Suburban Residential / Urban Residential Zoning Districts

		Local	Collector	Minor Arterial	Major Arterial
A	Right of Way Width (feet)	66	66	80	100
B	Road Width (feet)	24	24	32	48
C	Road Surface	Paved Surface ¹	Paved Surface ¹	Paved Surface ¹	Paved Surface ¹
D	Base Course Thickness	8"	8"	8"	8"
E	Grade (min-max)	0.5%-10%	0.5%-8%	0.5%-6%	0.5%-6%
F	Turnaround (feet) for Cul-de-Sacs and Intermediate Turnaround	55 Radius (ROW) 48 Radius (Surfacing)	55 Radius (ROW) 48 Radius (Surfacing)	n/a	n/a

¹ - Paved Surface (Asphalt or Concrete). Will meet the requirements of Section 202 of Ordinance 14 with Curbs (South Dakota Department of Transportation Type B-66) and sidewalks (Five-Foot-Wide, One foot from Lot Line).

Table 3

Road Design Standards for Industrial / Commercial and Highway Service Zoning Districts

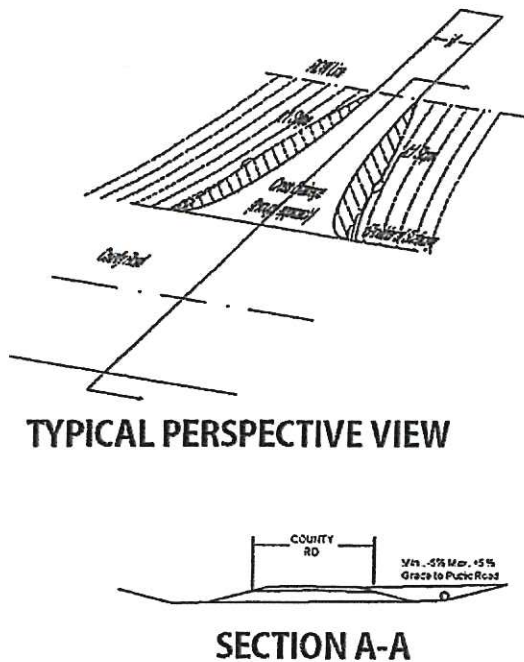
		Easement	Local	Collector	Minor Arterial	Major Arterial
A	Right of Way Width (feet)	66	66	66	80	100
B	Road Width (feet)	24	32	32	42	48
C	Road Surface	n/a	Paved Surface ¹	Paved Surface ¹	Paved Surface ¹	Paved Surface ¹
D	Base Course Thickness	12"	12" ²	12" ²	12" ²	12" ²
E	Grade (min-max)	n/a	0.5%-8%	0.5%-6%	0.5%-5%	0.5%-5%
F	Turnaround (feet) for Cul-de-Sacs and Intermediate Turnaround	n/a	80 Radius (ROW) 70 Radius (Surfacing)	80 Radius (ROW) 70 Radius (Surfacing)	n/a	n/a

¹ - Paved Surface (Asphalt or Concrete). Will meet the requirements of Section 202 of Ordinance 14.

² - Commercial and Industrial Gravel Base Thickness is twelve inches (12").

EXHIBIT B

STANDARD SPECIFICATION FOR COUNTY APPROACHES

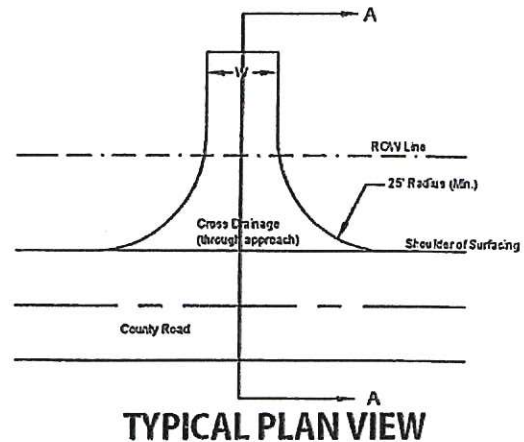


** W is surface Width at Right-of-Way line

W – 20' Min. for Residences

W – 28' Min. for Commercial

Maximum W – 50'



The above Typical Approach Detail will be followed in the construction of roads within Public right-of-ways under the jurisdiction of Pennington County. Road construction materials and methods will conform to the current published edition of the "Standard Specifications for Roads and Bridges" of the South Dakota Department of Transportation, when referenced in the standards below. A copy of these Specifications is on file at the County Highway Department Office.

The following are standards, which will be met:

1. Maximum grade on an approach will not exceed five percent (5%) within the right-of-way.
2. Culverts will be sized to assure proper drainage. The minimum size of culvert will be eighteen inches (18") in diameter. Fifteen inches (15") in diameter may be allowed under certain conditions with written approval from the County Highway Department designee. The minimum culvert length will be thirty feet (30').
3. Gravel surfacing will meet the requirements of "Part B. Section 260, Granular Bases and Surfacing" of the current published edition of the "Standard Specifications for Roads and Bridges", South Dakota Department of Transportation. The minimum depth will be four inches (4") with a minimum traveled roadway width of twenty feet (20') for residential and twenty-eight feet (28') for commercial and industrial.
4. Approaches will be constructed perpendicular, as practical, to the County Road.
5. Only one (1) approach per residence will be allowed unless authorized by the County Highway Superintendent or designee.
6. Additional approaches for commercial, industrial and agriculture will be reviewed on a case by case basis.
7. Sight distance of approaches will meet the standards in the current published edition in the AASHTO guide.
8. Ditches and right-of-way will follow specifications as defined in Ordinance 11 for erosion control and seeding.

SUMMARY EMAILS JULY 12-13 MINIMUM & NO MAINTENANCE ROADS

Lincoln County has no minimum maintenance or no maintenance county roads.

Sanborn County does not have any minimum or no maintenance roads.

Minnehaha County does not have any minimum maintenance or no maintenance county roads.

Turner County has no minimum maintenance roads

Union County has 1.5 miles of Minimum Maintenance along the Big Sioux River which is in the FLOOD PLAIN. We blade it once a month.

Codington County has no minimum maintenance roads.

Charles Mix Co. the Townships are responsible

Buffalo county blades once a month and mow the top cut

Haakon County has about 6 min. maintenance roads and we only blade them when they need it. The grader operator checks the road periodically and maintains it according to its condition.

FALL RIVER COUNTY

MINIMUM MAINTENANCE ROAD POLICY

STATE STATUTES:

31-12-46. Minimum maintenance roads established.

The board of county commissioners may designate any road on the county highway system as a minimum maintenance road if the board determines that the road or segment of the road is used only occasionally or intermittently for passenger and commercial travel. The board shall identify the beginning and end points of the road designated a minimum maintenance. A minimum maintenance road may be maintained at a level less than the minimum standards for full maintenance roads; but shall be maintained at the level required to serve the occasional or intermittent traffic.

31-12-47. Posting notification of minimum maintenance road.

The board of county commissioners shall post signs on a minimum maintenance road to notify the motoring public that it is a minimum maintenance road and that the public travels on the road at its own risk. The signs shall be posted at the entry points to and at regular intervals along a minimum maintenance road. A properly posted sign shall be prima facie evidence that adequate notice of a minimum maintenance road has been given to the motoring public.

The board of county commissioners have designated minimum maintenance roads; based on that the road or a segment of the road is used only occasionally or intermittently for passenger and commercial travel. A minimum maintenance road may be maintained at a level less than the minimum standards for full maintenance roads; but shall be maintained at the level required to serve the occasional or intermittent traffic. The minimum maintenance road shall be maintained at the discretion of the County Highway Superintendent; no mowing, graveling or snow removal will be done on a minimum maintenance road.

The county shall post signs on a minimum maintenance road to notify the motoring public that it is a minimum maintenance road and that the public travel on the road at its own risk. The signs shall be posted at the entry pints to and at regular intervals along a minimum maintenance road. A properly posted sign shall be prima facie evidence that adequate notice of a minimum maintenance road has been given to the motoring public.

The board of county commissioners can change secondary roads to minimum maintenance at their discretion if it is determined that the road or a segment of the road is used only occasionally or intermittently for passenger and commercial travel. The board of county commissioners can change minimum maintenance roads to secondary roads at their discretion if it is determined that the usage of a road or a segment of the road has increased. Before any roads status is changed adjacent landowners will be contacted about the change and final approval will take place at the public hearing for the Fall River County 5-Year Road Plan.

31-12-48. Designation of no maintenance highway--Removal of manmade obstruction.

For any highway or segment of a highway the board of county commissioners determines, after public notice, is used less than is required for designation as a minimum maintenance highway under § 31-12-46, the board may designate the highway as a no maintenance highway. The board shall, by resolution, identify the beginning and end point of the highway or segment of a highway designated as no maintenance. The board does not have any responsibility or duty of care on a no maintenance highway designated under this section, except upon knowledge of a manmade obstruction, to require removal or remediation of the manmade obstruction if needed, to maintain public access.

Source: SL 2018, ch 172, § 1; SL 2019, ch 128, § 1.

Taxpayer: SOUTHERN HILLS EVANGELICAL
Legal: STEWART'S ADDN TO HOT SPRINGS: LOTS 4-5-6, BLK 32
Acres: 0
Property Address: 1506 ALBANY AVE
Mailing Address: 1509 UNIVERSITY AVE HOT SRPINGS SD 57747
Parcel Number: 755000320000400
Second Owner name: FREE CHURCH

CITY	\$1,016.78
COUNTY	\$747.06
H S AMBULANCE	\$57.61
SCHOOL-OT	\$2,137.29
First Payment	\$1,979.37
Second Payment	\$1,979.37
Total	\$3,958.74

Receipts

Receipt #	Date	Total	Payer	
2767	Wed Apr 12 2023	\$1,979.37	SOUTHERN HILLS EVANGELICAL	Print

Abatements

Tax Bill Has No Abatements

Abatement

3958.74 Total
 1979.37 orig
 1st 1/2 pd
 Req 3958.74
 3298.95
 659.79

3298.95

Refund 1319.58 (1st 1/2)
 Abate 1979.37 (2nd 1/2)
 3298.95

Close

Deedholder	Parcel_Number	Abtmt Years	Abtmt Type	Abtmt Amount	Abatement Reason
Hot Springs City:					
SOUTHERN HILLS EVANGELICAL FREE CHURCH	75500-03200-004-00	AY 22 Pay 23	Pro-Rated	\$ 3,298.95	Exempt Property (March-December)

Tax Year: 2022 Bill#: 5386
Source: REAL PROPERTY 15-Digit Key:

Fall River County
755000320000400

F1=Return
F7=Return
ENTER to Return

Taxpayer: SOUTHERN HILLS EVANGELICAL
Legal 1: STEWART'S ADDN TO HOT SPRINGS:
Legal 2: LOTS 4-5-6, BLK 32
Addition:
CitySpec:

Twp/City: 75 HOT SPRING CITY
Sch Dist: 02 HOT SPRINGS23-2
Tax Dist: 06 HOT SPRINGS TD6
Fire Dst:
Escrow:
TaxFund:

	TAX DUE	PAID	BY	RCPT#	DATE	INTEREST	AD FEE	CERT	SHERIF
1st:	1979.37					6596			
2nd:	1979.37								

1st Payment Paid By: Tax Sale Yr: Cert#:
2nd Payment Paid By: NSF Check: Taxes Spc Assess
Paid In Protest: Sold & Assigned: County: 747.08
Paid As Subsequent: Dont Publish: Twp/City: 1016.72
Adj Rcpt # 1st Payment 2nd Payment Sch Ag:
Sch NA/00 2137.29
Other: 57.65
Sp Asses:

Current SOUTHERN HILLS EVANGELICAL
Owner & FREE CHURCH
Address 1509 UNIVERSITY AVE
HOT SRPINGS SD 57747-0000

Ttl Tax: 3958.74 Pmt Still Due:
Adj Tax: 1 2045.33
W/Fees: 4024.70 2 1979.37

Requested
Abatement
\$3,298.95

$$\frac{3958.74}{12} = 329.89$$

Jan - Feb still owe = \$ 659.79
March - Dec is exempt = \$ 3,298.95

Key: 75500 03200 00400 Assessor Level
 STEWARTS ADDN TO HOT SPGS Fall River County
 Taxpayer Name: SOUTHERN HILLS EVANGELICAL
 Second Name: FREE CHURCH
 Mailing Address: 1509 UNIVERSITY AVE
 HOT SRPINGS SD 57747
 Property Address: 1506 ALBANY AVE

F2=Boards F20=Notes
 F3=Soils F4=Sales
 F5=5 Yrs Taxable\$
 F6=Sp Assmts F8=Tax
 F9=FAQs F10=Prv \$
 F11=Log F13=ROB
 Special Asmnt: Others:

Registered MH#: Chgd From: Inspected 0/00/00
 DIST: Sch 02 Tax 06 Fire 00 Xmpt: Escrow
 ParentRP# Legal Dsc1: STEWART'S ADDN TO HOT SPRINGS:
 2: LOTS 4-5-6, BLK 32 3:
 4: 5:
 6: 7:

DESC	CLSS	# ACRES	LOTBLD	F&T VALUE	GROWTH	EXEMPT CODE	FINAL VAL
Ag Land							
Ag Bldg							
Non-Ag Land	D			59000			59000
Non-Ag Bldg	D1			167480			167480
Other Bldgs				226480			226480

Comments: APPLIED FOR EXEMPT STATUS AY19 REMOVED AY 22
 Qry Flag:
 Temp Flag:

Applicant further states that the description of the property taxed, the year when taxed, the valuation thereof, the amount of state tax if any, the amount of the consolidated tax, and the amount of abatement or refund of taxes asked for are as set out in the schedule hereto attached.

Wherefore, applicant asks said board of county commissioners to grant the relief required by law in such cases made and provided.

Southern Hills Evangelical Free Church
P. O. Address *1509 University Ave*
Hot Springs, SD 57747

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires _____
Notary Public _____

APPLICANT SHOULD USE THIS SPACE FOR FULL DESCRIPTION OF PROPERTY

DESCRIPTION OF PROPERTY	YEAR	VALUATION	STATE TAX	Consolidated Tax	Amt. of Abatement or Refund	
					Asked	Allowed
<i>Stewart's Addn to Hot Springs 2022</i>		<i>\$226,486</i>		<i>3958.74</i>	<i>\$3,298.95</i>	
<i>Lots 4-5-6, BIK 32</i>						

Approved - Disapproved by City or Township Board _____
Dated _____, 20____

Chairman City or Twp. Board.

Approved by authority of Subdivision of SDCL-10-18-1.
Dated _____, 20____

Chairman County Board.

Rejected: _____
Reasons: _____

Dated _____, 20____

Chairman County Board.

Applicant advised of action by notice dated _____, 20____.

County Auditor.

No. _____
APPLICATION FOR
ABATEMENT OR REFUND
of

Mr. _____
P. O. _____

OFFICE OF COUNTY AUDITOR
_____ County

Received and filed in my office on
_____, 20____.

County Auditor.

By _____

Deputy.

APPLICATION FOR ABATEMENT OR REFUND OF TAXES

TO THE BOARD OF COUNTY COMMISSIONERS OF Fall River COUNTY,
SOUTH DAKOTA.

STATE OF SOUTH DAKOTA

County of Fall River } ss.

Southern Hills Evangelical Free Church, being first duly sworn deposes

and says that he has ground for abatement or refund of taxes under the provisions of SDCL-10-18-1 as indicated by an "x" opposite the following applicable provisions of such statute or as otherwise stated:

- 1. When an error has been made in any identifying entry or description of the property, in entering the valuation thereof or in the extension of the tax, to the injury of the complainant;
- 2. When improvements on any real property were considered or included in the valuation thereof, which did not exist thereon at the time fixed by law for making assessment;
- 3. When the complainant or the property is exempt from the tax;
- 4. When the complainant had no taxable interest in the property assessed against him at the time fixed by law for making the assessment;
- 5. When taxes have been erroneously paid or error made in noting payment or issuing receipt therefor;
- 6. When the same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax thereon for such year has been paid; provided that no tax shall be abated on any real property which has been sold for taxes, while a tax certificate is outstanding.

Property should have been exempt from
March to December of Aug '22 pay '23

[Signature]
8/10/23

2023 Annual Assessor School

September 18th – 22nd
Rapid City, SD

Hotel Accommodations

Best Western Ramkota Hotel & Conference Center (www.ramkotarapidcity.com) will be the site for the school. All school participants will need to make their own room reservations. To reserve a room(s), you may phone the hotel at:

1-605-343-8550 no later than August 18, 2023 or book online

https://www.bestwestern.com/en_US/book/hotel-rooms.42048.html?groupId=H88VQ9S7

Room rates will be \$119 plus 9.0% tax and \$2.00 city occupancy tax. If you pay with a county check and have the county's tax ID number, you will not have to pay the tax. If you are paying with a private credit card or check, taxes will apply. When making room reservations, let the hotel know that you are with the "**Department of Revenue 9.18.23**" to insure you get the group rate. Please ask for confirmation of rates and confirmation number at the time you make your reservations.

Registration

Complete the form on the last page and return along with tuition payment to the SDAAO Treasurer. Do not return the registration form without the tuition. Please keep a copy of your registration form for your records. A listing of final class assignments will be sent prior to school.

**Tuition for SDAAO members and SD county personnel:
\$350 for non-IAAO courses
\$400 for IAAO courses**

**Non-county personnel may have a separate tuition rate. Please contact Amber Jensen at the Department of Revenue.*

Class Schedule: Monday through Thursday

All classes will begin at 8:00 am and adjourn at 5:00 pm.

All classes will test on Friday morning starting at 8:00 AM.

Some courses may require some light homework.

There are breaks in the morning and afternoon where coffee and refreshments will be provided.

Meals

All school participants are responsible for their own meals. There is a restaurant and a bar onsite.

School Rules

Attendance

Students are required to attend all sessions of the course they are taking. Roll will be taken in the classes and those students absent from any session will have points deducted from their test score. If the student has been absent from more than one session, credit for the school may be withheld and the student's supervisor may be notified.

Cell Phones

Please observe these common cell phone courtesies:

- Have the phone turned off or to silent in the classroom.
- If you must take or place a call, do not do so in the classroom or in the hallway directly outside of the classrooms
- Calculators on phones are not allowed during tests

Required Texts and Class Materials

All course material will be provided unless otherwise noted. Students are responsible for bringing the "required texts" listed for their respective course. If you need assistance in acquiring a text, contact the Department of Revenue.

In addition to the required texts, students should bring

- a calculator the student is familiar with
 - cell phone calculators are not allowed during tests
- pencils, note pad, and other items normally used in class

Course Tests

No early tests will be allowed. Make up tests will be allowed only in accordance with the test policies laid out in administrative rule. Consult ARSD 64:02:03:19 for complete explanation of rules on testing and re-testing courses at the annual schools.

Class Size

To ensure that the course quality remains high we sometimes limit the size of our classes to around 30 students. Classes will be filled on a "first come, first served" basis. To be fair and impartial, we cannot register any student until we receive the tuition payment. Every attempt will be made to place students in their first-choice class. However, the Department reserves the right to assign students to classes based on availability of space and the needs and ability of the student.

In choosing which course to take or deciding whether to attend this year, consider the following:

- Choose a class that will increase your knowledge in an area you may be weak.
- Passing three schools in every five-year re-certification period is required.
- Passing one IAAO course in every five-year re-certification period is required.
 - Even good students occasionally fail; don't push the deadline on your re-certification requirements.
- If you have several students attending from your office, spread them around. They can share information back in the office.

2023 Courses

Course 1 – IAAO 101- Fundamentals of Real Property Appraisal

This course is designed to provide students with an understanding and working knowledge of the procedures and techniques required to estimate the market value of vacant and improved properties. This course concentrates on the skills you need to estimate the market value of properties using two approaches to value: the cost approach and the sales comparison approach.

Instructor: David Cornell, MAI, CAE

Prerequisite: none

Required Texts: Property Assessment Valuation (PAV) (3rd edition)

Cost: \$400

Course 2 – IAAO 400 – Assessment Administration

The course provides fundamental management concepts for management and supervisory personnel in the assessor's office. The course begins by emphasizing the need for management, and the various roles placed on the assessor and all supervisory personnel. The course then introduces the four major management functions (planning, organizing, directing, and controlling).

Instructor: Brent Dornon, RES, AAS

Prerequisite: IAAO 101

Required Texts: IAAO Assessment Administration – 1st Edition

Cost: \$400

Course 3 – Sales Ratio Analysis/Statistics

This course will examine all steps to implementing a sales ratio analysis for your county. It will cover the basics of completing and verifying sales, how to complete an analysis for your county, and preparing intentions for the Department of Revenue. You will learn how to calculate the various statistical measures and learn what each means to the assessor. The advanced statistics portion of the class will include stratifying data, creating graphs, and working with quartiles.

Instructor: Shannon Rittberger, CAA, CSDA;

Prerequisite: Basics, 3+ years of office experience

Required Text: none

Cost: \$350

The Annual Assessor School is conducted by The South Dakota Department of Revenue in cooperation with the South Dakota Association of Assessing Officers Inc.

Course 4 – Residential Appraisal

This course will offer four different topics related to residential appraisal. Topics include *Valuation of Residential Land* where guidance and suggestions on the process of valuing vacant residential land will be given. *Residential Quality, Condition, and Effective Age* where you will review the characteristics that determine construction quality and condition for residential properties which will lead directly into calculations for effective age. *Unique and Challenging Homes* will deal with appraisal problems and how to work through the process on such unique properties as tiny homes, container homes, and many more. *Valuation of Barndominiums* is to provide some guidance and suggestions on the process of analysis and valuation of metal buildings converted to living areas.

Instructors: Kara Endcott, CAE, RES, RMA

Prerequisite: Basics

Required Text: none

Cost: \$350

This school is being held under the authority of SDCL 10-1-16. Authorization of tax entity: SDCL 7-7-24, SDCL 7-7-25. Please complete this registration form and return with tuition payment no later than August 1, 2023.

2023 Annual Assessor School

Make all checks payable to SDAAO

Tuition is \$350 for non-IAAO classes or \$400 for IAAO courses.

Mail registration and payment to:
SDAAO
 C/O Rhea Crane
 1300 Sherman St, Ste 222
 Sturgis, SD 57785

COUNTY _____
 Contact email

	STUDENT NAME (print or type)	Course Choice – 1st	Course Choice – 2 nd required	Amount submitting
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
			TOTAL	\$
			AMOUNT DUE:	

2023 Annual Basics School

October 2nd – 6th
Pierre, SD

Hotel Accommodations

A block of rooms has been reserved at the **Country Inn & Suites by Radisson**. To reserve a room(s), you may phone the hotel at:

1-605-609-0660 no later than August 1st, 2023

Room rates will be \$75. If you pay with a county check and have the county's tax ID number, you will not have to pay the tax, be sure to let them know at time of booking that you are with a tax-exempt entity. If you are paying with a private credit card or check, taxes may apply. When making room reservations, let the hotel know that you are with the "**Department of Revenue School**" to insure you get the group rate. Please ask for confirmation of rates and confirmation number at the time you make your reservations.

Registration

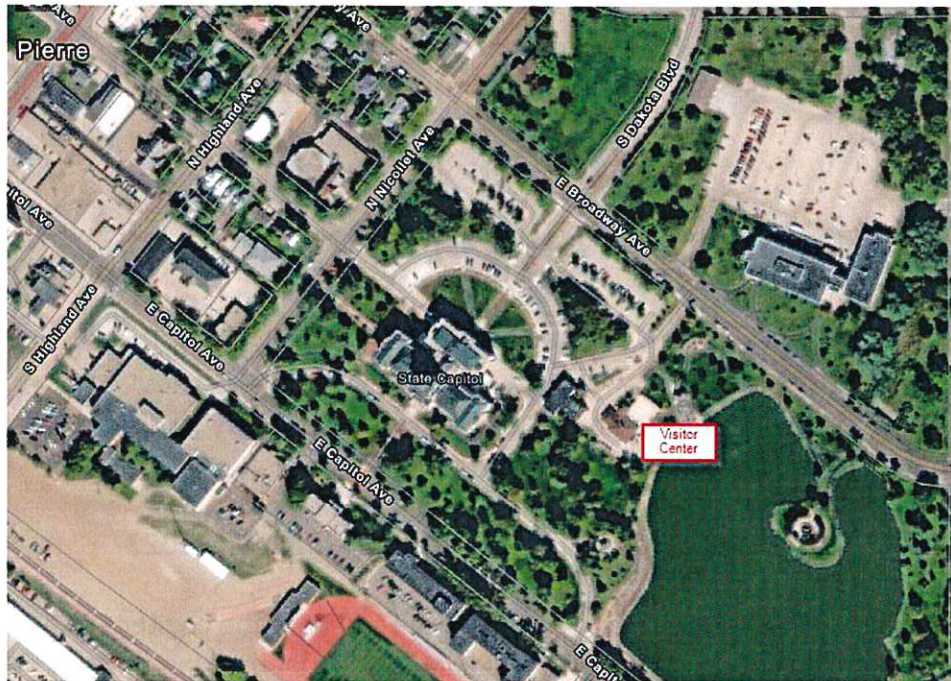
Complete the form on the last page and return along with tuition payment to the SDAAO Treasurer. Do not return the registration form without the tuition. Please keep a copy of your registration form for your records.

**Tuition for SDAAO members and SD county personnel:
\$350 for non-IAAO courses**

Class Location: Capitol Lake Visitors Center

The Capitol Lake Visitors Center, located at 650 East Capitol Avenue in Pierre, SD, sits on the western shore of the five-acre man-made Capitol Lake on the State Capitol grounds. The Visitor's Center is a 4,000 square foot facility with a conference room, restrooms, kitchen, public gallery, and rooftop observation deck. The Visitors Center features views of Capitol Lake, the Governor's Residence, and the State Capitol. It is also located adjacent to the World War II, Korean War, and Vietnam War memorials; Fighting Stallions memorial; and First Responder memorials.

Parking can be found behind the Capitol building on Broadway Ave.



Class Schedule: Monday through Thursday

All classes will begin at 8:00 am and adjourn at 5:00 pm.

All classes will test on Friday morning starting at 8:00 AM.

Some courses may require some light homework.

There are breaks in the morning and afternoon where coffee and refreshments will be provided.

Meals

All school participants are responsible for their own meals.

School Rules

Attendance

Students are required to attend all sessions of the course they are taking. Roll will be taken in the classes and those students absent from any session will have points deducted from their test score. If the student has been absent from more than one session, credit for the school may be withheld and the student's supervisor may be notified.

Cell Phones

Please observe these common cell phone courtesies:

- Have the phone turned off or to silent in the classroom.
- If you must take or place a call, do not do so in the classroom or in the hallway directly outside of the classrooms
- Calculators on phones are not allowed during tests

Required Texts and Class Materials

All course material will be provided unless otherwise noted. Students are responsible for bringing the "required texts" listed for their respective course. If you need assistance in acquiring a text, contact the Department of Revenue.

In addition to the required texts, students should bring

- a calculator the student is familiar with
 - cell phone calculators are not allowed during tests
- pencils, note pad, and other items normally used in class

Course Tests

No early tests will be allowed. Make up tests will be allowed only in accordance with the test policies laid out in administrative rule. Consult ARSD 64:02:03:19 for complete explanation of rules on testing and re-testing courses at the annual schools.

Course 1 – Basics (Fundamentals of Appraising/Assessing)

This course is for all beginning directors or staff that have not attended a previous school or for uncertified personnel enrolled in the certification program. This course will give a beginner's look at the laws and procedures for appraising property for taxation in South Dakota. It also covers the three approaches to value; cost, market, and income. It is recommended that this course be taken before the CAA exam is attempted.

Instructor: Todd Bailey, CAA

Prerequisite: none

Required Texts: IAAO Property Assessment Valuation (2nd or 3rd edition)

Cost: \$350

2023 Annual Assessor School

Make all checks payable to SDAAO

Tuition is \$350 for Basics Course.

Mail registration and payment to:
SDAAO
 C/O Rhea Crane
 1300 Sherman St, Ste 222
 Sturgis, SD 57785

COUNTY _____
 Contact email

	STUDENT NAME (print or type)	Course	Amount submitting
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
		TOTAL	\$
		AMOUNT DUE:	

Wyo. property taxes

BY BILL BENNET
POWELL, WYO.

There appears to be general agreement that Wyoming's current property tax structure is quite problematic. Where there is not agreement is in how to fix it.

The current system, based predominantly upon real estate property values derived from recent sales, has escalated values inordinately higher than any time in the past. Assessors are then required to utilize such values when assessing property and thus estimate tax rates upon the same. This system is likely "survivable" for the more affluent but is not sustainable for Wyoming's producers and labor force. The question becomes how to fix it.

Two solutions tend to predominate current discussions: (A) Establish annual percentage increase caps, say in the 5-8% range. This softens the blow but does not address the cause of current increases: inflated property sales values. (B) Establish a budget-based system in which all entities funded via property taxes must develop a detailed budget of their needs for the forthcoming year. The collective total of these is met by adjusting tax rates to raise sufficient funds to cover all budget needs — a quite tedious process that does not preclude inordinate increases without very detailed and effective oversight.

I am proposing an additional option that protects Wyoming's producers and workers and addresses current drivers of escalating property values. This system would modify current property classifications dividing residential and commercial. It would also specify agricultural production enterprises and add one new classification. Value within each category would be based on a rolling average of values over the average ownership life of the property.

The latter could be established from assessor, treasurer and/or clerk records in each county and then utilized to determine mean ownership periods on a statewide basis. For the sake of this article, I will assign ownership periods based on limited conversations with banking, mortgage lending and county officials to illustrate how the proposal would work.

- Commercial — Business entities providing goods, services or accommodations, would be valued on a rolling average of the most recent eight years valuation.

- Residential Property — Full time occupancy: Homeowners who reside in the home or have direct family members that do so continuously throughout the year would have values derived on an average of the last 12 years tax valuation. (See #5)

- Industrial and Manufacturing — Mineral extraction entities would predominate in this category. Their term of ownership would likely be driven by acquisition or merger resulting in changes of ownership. Manufacturers would include any business that utilized raw goods to produce a product offered for sale in commerce. Properties in this category would be expected to have a 16 year span of ownership.

- Agriculture — All farm and ranch lands to include any and all residences on the same occupied by family members or employees. Employee housing might be occupied full time or on a seasonal basis. To qualify for value averaging such properties

must be in active production at levels consummate with the nature and scope of like operations in the area. Such properties cannot be held for speculative or development purposes. Conservation easements could qualify providing production levels are maintained. Estimated span of ownership for rolling average valuation would be approximately 24 year.

In the above four categories, change of ownership would still provide for the same averaging as others in the category provided prior use is continued. Any residential home, including those on agricultural operations, offered as a rental unit would be assessed on a commercial basis.

- A new classification — Residential part-time and/or property held for speculation, development or any other nonproduction purpose. This would include any residence not occupied on a full time basis by the owner or their direct family members, any open farm or ranch lands taken out of production and held for investment, 'conservation', development or any other nonproduction agricultural purpose. All of the foregoing would not benefit from value averaging but would be subject to value and tax rates established by sales within the last year as is the case with the current system.

OK, somewhat of a different idea but in reality it just modifies the current system in the definition of tax categories and the means by which valuation is calculated. As with any new proposal, the devil is always in the details. To that end, it is hoped a working group might be formed to define steps that would need to be taken to be able to present a fully prepared plan to the Wyoming legislature for their formal consideration and implementation in 2024. ♦



**A COWGIRL'S
PERSPECTIVE**
**AMANDA RADKE
MITCHELL, S.D.**

Climate change tyranny continues with John Kerry spewing the erroneous narrative that feeding people through production agriculture is destroying the planet.

In a recent speech, Kerry, who serves as the U.S. Special Presidential Envoy for Climate, shared his vision for the future, citing that agriculture must be at the forefront of achieving, "net zero."

Kerry said, "Agriculture contributes about 33% of all the emissions of the world. And we can't get to net zero — we don't get this job done — unless agriculture is front and center as part of the solution. You just can't continue to both warm the planet, while also expecting to feed it. It doesn't work. So we have to reduce emissions from the food system."

He stated that the global population had exceeded 8 billion people, and the resources required to feed a growing planet would lead to further global warming.

"Emissions from the food system alone are projected to produce another half-degree of warming by mid-century on the current course we are on today," added Kerry.

Ag emissions targeted

So in a nutshell, it's not the cows that are the problem here, according to elite politicians like Kerry; it's the human breathers we need to worry about.

There is a growing trend for climate change alarmism in this country, and around the world. I find it troubling to see so many in agriculture tripping over themselves to try and negotiate with people like this — people who so clearly despise what we do and want to eliminate it.

This has nothing to do with climate change at all. Instead, it has everything to do with private property rights and centralized control of the food system.

Because for every change and initiative like this that can be implemented, it hurts the family farmer and rancher — the ones who have been trusted stewards of the land and livestock for generations.

We are on a clear pathway to starvation if this continues because the goal shouldn't be "net zero;" the goal should be to utilize and manage our natural resources in a way that allows for the benefit of human life.

Farmers and ranchers are critical in providing the essentials of life, but at every turn, politicians seek to strip away their abilities to do their jobs well.

Meanwhile, we have a government that sees fit to approve cell-cultured meats grown in a lab — their clear solution for the animal agriculture industry we despise. Yet, halfway around the world, Italy has banned these products from human consumption.

So in a nutshell, no food for us lowly peasants. Cows have to go. Processed food grown in a lab will be the way forward. We'll eat it, and we'll like it. Or else.

Never mind the fact that total greenhouse gas emissions from U.S. agriculture are just 10%, and ignore the fact that the U.S. beef industry contributes 2-3% of total GHG.

And forget that cattle, in turn,

upcycle inedible cellulose material like grass and convert it into nutrient-dense beef and 100-plus life enriching byproducts, all while protecting wildlife habitat, reducing the spread of wildfires as they consume brush, aerating the soil with their hooves, and are part of a circular methane cycle.

Forget all that because this emotional, fear-laced jargon just sounds so much better to these political talking heads seeking control and power.

The State Department released a comment saying, "Secretary Kerry believes that addressing the climate crisis will require collaborating and partnering closely with America's farmers — who are some of the most productive and efficient in the world and who are already facing the impacts of worsening extreme weather — by investing in technical and financial assistance, deploying innovative technologies, and expanding the reach of other tools that will help boost their resilience to climate impacts while reducing greenhouse gas pollution."

However, the gig is up though for these unelected cronies, I'm afraid. The farmers and ranchers I know aren't buying what they are selling. They know that the devil is in the details on this vision of "collaboration" and "partnerships." They realize this is a private property grab of epic proportions, so they aren't falling for the lies. And they sure aren't going to cave and bend to the powers that be when it comes to the real science and practical application of environmental and animal stewardships.

The truth is on our side, my friends. And when it comes to the environment and managing our natural resources, America's farmers and ranchers are a true success story. We better get a lot louder telling that story though before it's too late. ❖



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 #: TRFQTE067658

Quote Date: 8/7/2023

Customer Number: FAL-03-010

Ship Via: UPS REGULAR

Sales Rep: Cara Allbee

FOB: DESTINATION

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: FREE FREIGHT- THANK YOU, STACEY! CARA

SEQ	Item Number/Cost Code/Description/Note	Quantity	Unit Price	Extended Price
1	SPECIALTRAFFIC T-DP018006D 2Z3A 18X6- DF- .080 GA- FLAGMOUNT PUNCH/STD RADIUS- HIP- W/G- W/BORDER **SEE ATT LIST AND LAYS*	120.00	24.99	2,998.80
2	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) 28421 1 EA) 27597	2.00	40.09	80.18
3	SPECIALTRAFFIC T-DP024009/2Z3A 24X9- SF- .080 GA-- .38" HOLES- 1.5" UP/DOWN/IN/STD RADIUS- HIP- W/G- W/BORDER **SEE ATT** 2 EA) 1st St 4 EA) 2nd St 4 EA) 3rd St 4 EA) Front St 4 EA) Zion St	18.00	20.48	368.64

8/7/2023 3:26:54 PM



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 #: TRFQTE067658

Quote Date: 8/7/2023

Customer Number: FAL-03-010

Ship Via: UPS REGULAR

Sales Rep: Cara Allbee

FOB: DESTINATION

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: FREE FREIGHT- THANK YOU, STACEY! CARA

4	SPECIALTRAFFIC T-DP030009/2Z3A 30X9- SF- .080 GA-- .38" HOLES- 1.5" UP/DOWN/IN/STD RADIUS- HIP- W/G- W/BORDER **SEE ATT** 2 EA) Custer St 2 EA) Dakota St	4.00	24.82	99.28
5	SPECIALTRAFFIC T-DP036009/2Z3A 36X9- SF- .080 GA-- .38" HOLES- 1.5" UP/DOWN/IN/STD RADIUS- HIP- W/G- W/BORDER **SEE ATT** 1 EA) Albatross Ln 6 EA) Bennett Ave 4 EA) Bethany St 4 EA) Wallace Ave 4 EA) Emmaus Ct 2 EA) US Hwy 18 4 EA) US Hwy 385	25.00	25.88	647.00
6	SPECIALTRAFFIC T-DP042009/2Z3A 42X9- SF- .080 GA- .38" HOLES- 1.5" UP/DOWN/IN/STD RADIUS- HIP- W/G- W/BORDER **SEE ATT** 4 EA) Kingdom Ave	4.00	30.43	121.72
7	SPECIALTRAFFIC T-DP048009/2Z3A 48X9- SF- .080 GA- .38" HOLES- 1.5" UP/DOWN/IN/STD RADIUS- HIP- W/G- W/BORDER **SEE ATT** 2 EA) Spirit Canyon Rd	2.00	35.32	70.64

8/7/2023 3:26:54 PM



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 #: TRFQTE067658
Ship Via: UPS REGULAR

Quote Date: 8/7/2023
Sales Rep: Cara Allbee
Payment Terms: Net 30

Customer Number: FAL-03-010
FOB: DESTINATION

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: FREE FREIGHT- THANK YOU, STACEY! CARA

8	SPECIALTRAFFIC T-DP024012/2Z3A 24X12- SF- .080 GA- SPECIAL PUNCH/STD RADIUS- HIP- W/G- WHITE BORDER **SEE ATT** 2 EA) Elk Rd	2.00	27.65	55.30
9	SPECIALTRAFFIC T-DP036012/2Z3A 36X12- SF- .080 GA- SPECIAL PUNCH/STD RADIUS- HIP- W/G- WHITE BORDER **SEE ATT** 2 EA) Builder Ln	2.00	35.10	70.20
10	SPECIALTRAFFIC T-DP048012/2Z3A 48X12- SF- .080 GA- SPECIAL PUNCH/STD RADIUS- HIP- W/G- WHITE BORDER **SEE ATT** 2 EA) E Ardmore Rd 2 EA) Pleasant Ridge Rd	4.00	40.33	161.32

Subtotal:	4,673.08
Tax:	0.00
Total:	\$4,673.08

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.

8/7/2023 3:26:54 PM

Address	RoadName		Address	RoadName		Address	RoadName
124	1ST		27173	ELK RD		28442	SOUTHSHORE
214	1ST		27193	ELK RD		28466	SOUTHSHORE
215	1ST		27149	EMMAUS CT		13320	SPRUCE
303	1ST		28281	FLAG POLE		13328	SPRUCE
313	1ST		28290	FLAG POLE		13329	SPRUCE
317	1ST		28304	FLAG POLE		13399	SUNSET
407	1ST		28312	FLAG POLE		27602	TIMBER
409	1ST		28322	FLAG POLE		27606	TIMBER
306	1ST		14217	GRAVEL		27610	TIMBER
202	2ND		29684	HARMONY		27614	TIMBER
206	2ND		27600	HIGH LINE		27615	TIMBER
208	2ND		12163	HIGHLAND		27616	TIMBER
209	2ND		12165	HIGHLAND		27620	TIMBER
210	2ND		30127	HILL CREST		27605	VIEW
213	2ND		28162	HORSESHOE BEND		27635	VIEW
214	2ND		27148	MEMORIAL		27661	VIEW
216	2ND		27149	MEMORIAL		27724	VIEW
101	3RD		27150	MEMORIAL		27407	WOODLAND
112	3RD		27166	MEMORIAL		27418	WOODLAND
103	ARDMORE		27208	MEMORIAL		27419	WOODLAND
107	ARDMORE		27225	MEMORIAL			
109	BENNETT		27232	MEMORIAL		Address (8")	RoadName
111	BENNETT		27233	MEMORIAL		28421	CASCADE
203	BENNETT		27492	MULE DEER		27597	SD HIGHWAY 79
213	BENNETT		12734	OAK			
50	DAKOTA		12747	OAK			
51	DAKOTA		13334	PLEASANT DR			
300	FRONT		13340	PLEASANT DR		Road Name	# blades
100	GOODMAN		27562	PONDEROSA		Albatross Ln	1
102	GOODMAN		27565	PONDEROSA		Spirit Canyon Rd	2
117	GOODMAN		27572	PONDEROSA		Bennett Ave	6
213	GOODMAN		27583	PONDEROSA		Bethany St	4
217	GOODMAN		27601	PONDEROSA		Kingdom Ave	4
100	MOSIER		27611	PONDEROSA		Wallace Ave	4
110	MOSIER		27621	PONDEROSA		1st St	2
112	MOSIER		27555	RATHBUN		2nd St	4
113	MOSIER		27568	RATHBUN		3rd St	4
131	VIEW		27582	RATHBUN		Custer St	2
151	VIEW		27438	RED FOX		Dakota St	2
323	VIEW		27442	RED FOX		Emmaus Ct	4
115	WALLACE		27446	RED FOX		Front St	4
201	WALLACE		12634	SANDSTONE		US Hwy 18	2
210	WALLACE		27548	SEVEN SISTERS		US Hwy 385	4
211	WALLACE		14160	SHIRK CREEK		Zion St	4
104	WELDON		27240	SIMUNEK			
107	WELDON		27301	SIMUNEK		Road Signs, height 12"	
28342	BUILDER		27325	SIMUNEK		Road Name	# blades
30247	CASCADE		27523	SNOW		Elk Rd	2
30279	CASCADE		27540	SNOW		Builder Ln	2
13004	COOL BREEZE		27547	SNOW		E Ardmore Rd	2
						Pleasant Ridge Rd	2

FALL RIVER COUNTY RESOLUTION #2023-_____

A PLAT OF LOT 34 OF SHEP'S CANYON ESTATES SUBDIVISION, LOCATED IN THE W1/2 SE1/4 OF SECTION 22, T8S, 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 17th day of August, 2023.

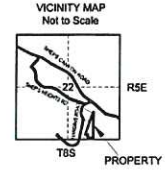
Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

Sue Ganje, Auditor
Fall River County Auditor

A PLAT OF
LOT 34 OF SHEP'S CANYON ESTATES SUBDIVISION,
 LOCATED IN THE W1/2 SE1/4 OF SECTION 22, T8S, R5E,
 BHM, FALL RIVER COUNTY, SOUTH DAKOTA

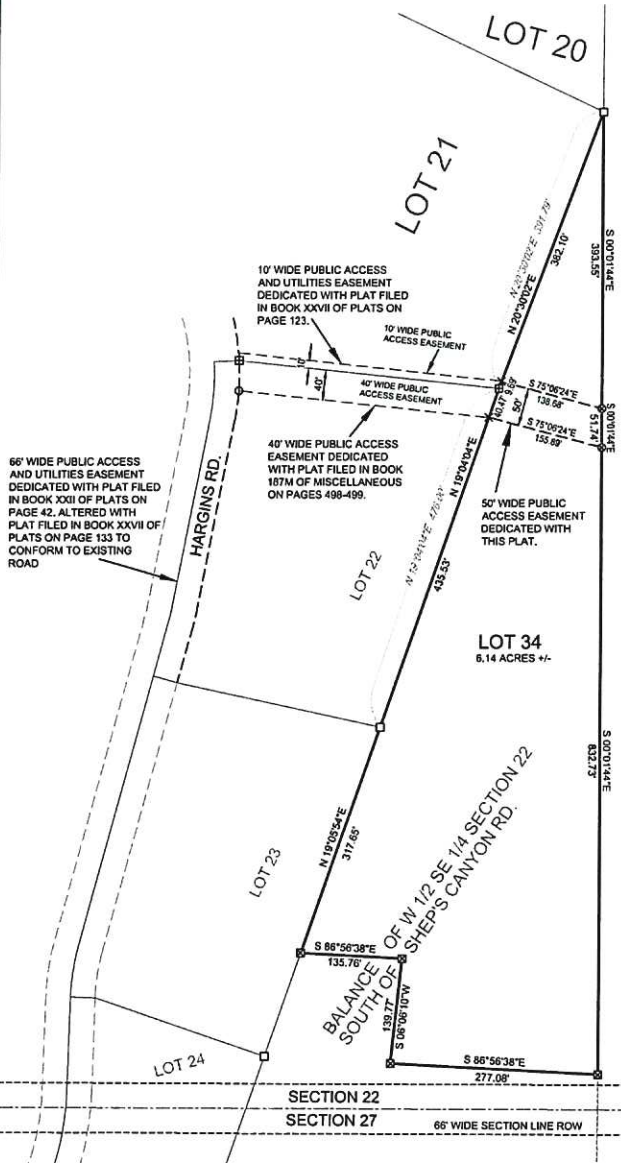
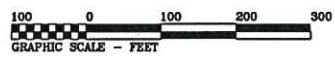
DATE SURVEYED
 24 July 2018



BASIS OF BEARING - GPS OBSERVATION
 taken N 12°06'30" W 558.43' from the North
 corner of Lot 34.
 OPUS STATIC SOLUTION NAD83(2011)
 LAT: 43°20'15.36443"
 LONG: -103°30'22.18658"

LEGEND

- ☒ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
 - ⊙ Set rebar w/plastic cap marked "ANDERSEN ENG PLS 5906"
 - ☒ Found rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
 - Found rebar w/aluminum cap marked "ANDERSEN PLS 2842"
 - × angle point not monumented
- Stant lettering denotes record calls



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

Highway Authority _____ Date: _____

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

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

John D. McBride, SDRLS No. 5906

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

Chairperson, Fall River County Board of Commissioners

STATE OF _____ COUNTY OF _____
 The John W. Stanley Trust, does hereby certify that it is the owner of the within described lands and that the within plat was made at it's 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.

John W. Stanley (TRUSTEE)

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

Fall River County Auditor

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF _____ COUNTY OF _____
 On this ___ day of ___, 2023, before me, the undersigned officer, personally appeared John W. Stanley, Trustee of The John W. Stanley Trust, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public _____ My commission expires _____

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

Prepared by
ANDERSEN ENGINEERS
Land Surveyors

Drawn by RW	Date 7/17/2023	P.O. Box 446 Edgemont, SD 57735 (605)-662-5500
Approved by McB	Date 6/7/2023	andersenengineers@gwvc.net
Scale 1"=100'	Sheet 1 of 1	File Name: L34_SHEPS_CANYON_2023

Fwd: New Employee Onboarding SDRS

1 message

Julie Tomlinson <payroll@frcounty.org>

Tue, Aug 8, 2023 at 8:43 AM

To: Auditor Office <agenda@frcounty.org>, Rachel Hosterman <so@frcounty.org>, Fall River County Jail <jail@frcounty.org>, Lily Heidebrink <doe.director@frcounty.org>, Sue Ganje <Sue.Ganje@state.sd.us>, Teresa Pullen <teresa.pullen@frcounty.org>, Frances Denison <doe.denison@frcounty.org>, em.baker@frcounty.org, Dave Weishaupl <dave.w@frcounty.org>, Nina Steinmetz <fallriverweed@frcounty.org>, Randy Seiler <frchwydept@gwtc.net>, Melody Engbretson <melody.e@frcounty.org>, Fall River State's Attorney <sa.office@frcounty.org>, Carlee Weishaupl-Freitag <doe@frcounty.org>, Stacey Martin <gis@frcounty.org>, Register of Deeds Office <rod@frcounty.org>, Dispatch Office <dispatch@frcounty.org>, Crissy Fall River Hwy Dept Office <hwy@frcounty.org>, Lynn Two Bear <sa.magistrate@frcounty.org>, Carol Boche <sa.circuit@frcounty.org>, Lance Russell <lance_russell@yahoo.com>, Frank Maynard <EM@frcounty.org>, Lyle Norton <sheriff.norton@frcounty.org>, Fall River County VSO <veterans@frcounty.org>, Chrissy Porter <Chrissy.Porter@state.sd.us>, Alexis Madsen <fallriver.county@sdstate.edu>

FYI

I am forwarding information from South Dakota Retirement. Everyone is a member of the South Dakota Retirement. It is good to know the ends and outs of your retirement. There is also a Supplemental plan you can have automatically come out of your payroll deductions for extra retirement savings. It's good to plan ahead. Below are links to sign up for free webinars. Or if you ever have questions the staff at SDRS are very informative and helpful. After all it is YOUR MONEY!

Stay Informed!

Julie TomlinsonFall River & Oglala Lakota County
Auditor's Office

Payroll/Accounts Payable

906 N. River Street

Hot Springs, SD 57747

(605) 745-5130

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

From: **SDRS Weblink** <SDRSWeblink@state.sd.us>

Date: Mon, Aug 7, 2023 at 3:03 PM

Subject: New Employee Onboarding

To:



A Message from the South Dakota Retirement System

222 E Capitol Avenue, PO Box 1098, Pierre, SD 57501

605-773-3731 (Local/Cell Phone Users) or 888-605-SDRS (Long Distance Callers)

Attention SDRS Authorized Agent:

SDRS will be providing upcoming ZOOM presentations specifically for new employees! Details are provided on the attached flyer.

We encourage you to have your new employees attend one of the upcoming 45-minute sessions. This is a great opportunity to learn about SDRS and the benefits available to members.

August 16, 2023

10:00 AM (CT)/ 9:00 AM (MT) https://state-sd.zoom.us/webinar/register/WN_PMofJXQ2T3igVtSPDL_iXA

12:10 PM (CT)/11:10 AM (MT) https://state-sd.zoom.us/webinar/register/WN_3klkGNe-Qpm3l0DmS14t1Q

4:15 PM (CT)/ 3:15 PM (MT) https://state-sd.zoom.us/webinar/register/WN_9_wf3JndTeuJcHUn4gBlpg

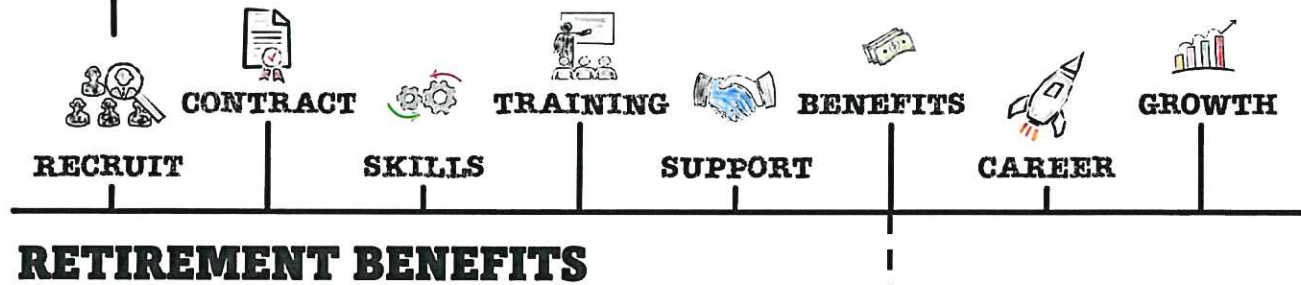
September 11, 2023

4:15 PM (CT)/ 3:15 PM (MT) https://state-sd.zoom.us/webinar/register/WN_qTgNxlkcSV60lpeDBSyJPg

 **New Employee Onboarding.pdf**
412K

NEW EMPLOYEE

ONBOARDING



- ✓ **South Dakota Retirement System (SDRS)**
- ✓ **SDRS Supplemental Retirement Plan (SRP)**

ATTENTION: SDRS AUTHORIZED AGENTS—We want to make your job a little easier while also educating your new hires about SDRS. SDRS staff will be presenting several ZOOM sessions over the next few months to discuss important topics relevant to new SDRS members, including a brief overview of SDRS and the SDRS-SRP, the importance of designating beneficiaries and appointing custodians for minor children, the SDRS new member packet and ID card, and how to set up online access to MySDRS.

Encourage your new hires to register for one of the following 45-minute ZOOM sessions offered by SDRS!

Wednesday, August 16

10:00 AM: https://state-sd.zoom.us/webinar/register/WN_PMofJXQ2T3igVtSPDL_iXA

12:10 PM: https://state-sd.zoom.us/webinar/register/WN_3kIkGNe-Qpm3l0DmS14t1Q

4:15 PM: https://state-sd.zoom.us/webinar/register/WN_9_wf3JndTeuJcHUn4gBlpg

Monday, September 11

4:15 PM: https://state-sd.zoom.us/webinar/register/WN_qTgNxlkcSV60lpeDBSyJPg



605.773.3731 (Local/Cell Phone Users) • 888.605.SDRS (Long Distance Callers)

<https://www.sd.gov/sdrs>



FYI

DIVISION OF FAMILY & COMMUNITY HEALTH

Child & Family Services | Disease Prevention & Health Promotion



August 3, 2023

Dear Commissioners,

During FY2023, the South Dakota Department of Health's Office of Child and Family Services (OCFS) gave over 10,000 immunizations, cared for 3,634 pregnancy care clients, and provided 894 safe sleep environments. The Women, Infants, and Children (WIC) program also served 14,000 clients monthly. This great work was made possible by our strong partnerships with counties like yours across the state that provide staff and space through contractual agreements with the Department of Health (DOH).

OCFS continues to respond to the changing needs of our clients and citizens of South Dakota. In recent years, our clients desired various options for service delivery. We have shifted from only delivering services in-person and via telephone to offering telehealth services through a new platform, where clients can conveniently meet with health professionals in a virtual space. In the next few months, we also plan to roll out mobile units that will deliver a wide range of public health services to rural sites where DOH does not have a physical location. Additionally, we have implemented an electronic health record to improve care coordination, streamline workflows, and monitor population trends.

As we continue to implement new technology and offer additional services, it's important to recognize that quality starts with our dedicated workforce having the training and time to carry out all these activities. The duties and responsibilities of the Community Health staff have grown over the last several years. To balance quality care for clients with the needs of the DOH workforce, we will be creating a distinct separation of our Women, Infants, and Children (WIC) program and Community Health Services. Staff will specialize in one area, allowing them to stay current on best practices, policies, and procedures, and carry a consistent case load. We are also implementing additional supervisory support, with five dietitian managers across the state who will supervise the staff and activities of the WIC program. Public Health Nursing Managers will continue to supervise Community Health Services activities such as immunizations, school health services, and the pregnancy care program.

As we enact these changes beginning September 1st, 2023, we will continue to monitor the needs of each county through data, and staff and client feedback. We will assess any gaps with the new service delivery model and ensure South Dakotans continue to have access to all the programs offered by OCFS.

In the next week, you will receive your FY24 WIC contract. As you review it, please pay special attention to section #3 Scope of Work and Performance Provisions. We have also included updated documents outlining the duties of the WIC Clerical and Public Health Assistant positions. Please reach out if you have questions. We look forward to our continued partnership to improve the health and well-being for families across the state.

Kind regards,

Katelyn Strasser, Office of Child and Family Services Administrator

Rhonda Buntrock, WIC Director

Joel Arriolacolmenares, Community Health Services Director