

**FALL RIVER COUNTY COMMISSIONERS
COURTHOUSE
906 NORTH RIVER ST
HOT SPRINGS, SOUTH DAKOTA 57747
PHONE: (605) 745-5130 FAX: (605) 745-6835**

**FALL RIVER BOARD OF COUNTY COMMISSIONERS
Second Floor Courtroom
Thursday, September 21, 2023**

8:00 Commission review of bills

9:00 Call Meeting to Order
Pledge of Allegiance
Conflict of Interest Items for Board Members

Action Agenda Items for Consideration:

- *Approve Agenda
- *Approve minutes of County Commissioners – September 7, 2023
- *Approve Auditor's Account with the Treasurer for August, 2023
- *Travel approval for Stacy Schmidt and Cindy Burns to attend the Auditor's Conference in Pierre October 18 and 19, 2023
- *Approve contract for multi-roof replacement with Black Hills Exteriors
- *Approve pay raise for Chaela Holmes from \$16.60 to \$17.85 plus \$25.00/month longevity, 2 yr anniversary; effective September 21, 2023
- *County assistance, death expense applications

(Move any unfinished business to the end of the meeting if needed)

9:05 Lyle Norton, Sheriff-*Updates

- *Request approval for Chief Deputy Ish Belt to attend Use of Force Instructor Training at LET in Pierre 9/18-28. Class is free, room and most meals provided by LET.
- *Brandon Peterson, Sheriff Deputy, will provide a report regarding the Homicide Investigation Training at RCPD 9/12-9/14/2023 per the Commissioners' request
- *Request approval for purchase of new dryer for Jail in the amount of \$1,305.00; possible action
- *Request approval for purchase of Motorola In-Car Camera for 2023 Dodge Ram 1500 in the amount of \$6,914.40; possible action
- *Request approval for purchase of Stalker Radar for 2023 Dodge Ram 1500 in the amount of \$3,330.00; possible action

9:15 Frank Maynard, Emergency Manager-*Updates

- *Report from the SDEMA Conference from Maynard and Gary Baker, Assistant Emergency Manager
- *LEMPG Reimbursement-the County will be receiving \$32,628.88 for the first 3 quarters of FY 2023; the fourth quarter reimbursement will be in late October or November
- *Dispatch UPS Battery System; quote not received as of 9/18/2023
- *Fires & incidents

9:20 Dave Weishaupl, Building Superintendent-*Present estimate from Spot Wranglers to remove old carpet and VCT tile and install new vinyl plank flooring in the amount of \$6,600.00; possible action

9:25 Randy Seiler, Highway Superintendent-*Review Fall River County Master Transportation 2024-2028 Five Year Highway and Bridge Improvement Plan
*Updates

- 9:35 Rhetta Reagan, Edgemont Mayor and Andrea Powers, SHEDCO-*Potential Demolishment of Oxnard Hotel in Edgemont; possible action
- 9:45 Approve bills & break
- 9:55 Dustin Ross, Andersen Engineers-*Approval of the following plats:
*A Plat of Rausch Tract 1 and Rausch Tract 2, located in the SE1/4 of Section 7, T7S, R7E, BHM, Fall River County, South Dakota, formerly part of the SE1/4 of Section 7 lying South of the County Highway
*A Plat of Howle Tract, located in the SE1/4 SE1/4 of Section 16, and the SW1/4SW1/4 of Section 15, all in T8S, R5E, BHM, Fall River County, South Dakota, formerly Lot 9R of Red Rock Ridge Subdivision, and the SE1/4 SE1/4 of Section 16
*A Plat of FRMS Tract, located in the NE1/4 of Section 26, T7S, R5E BHM, Fall River County, South Dakota
*A Plat of SLBJN Tract 1 And SLBJN Tract 2, located in Section 20, T8S, R5E, BHM, Fall River County, South Dakota, formerly Lot 3R And Lot 4R
- 10:05 Public Comment
- 10:15 Sue Ganje, Auditor-*Review 2024 Budget and Levy Resolution; possible action
- 10:25 Executive Session as per SDCL 1-25-2 (1) personnel, (3) legal and (4) Union Contract negotiations

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 Auditor's Office, (605) 745-5130, 24 hours prior to the meeting so that appropriate services and auxiliary aids are available.

FALL RIVER COUNTY UNAPPROVED MINUTES OF SEPTEMBER 7, 2023

The Fall River Board of County Commissioners met in regular session on September 7, 2023. Present: Joe Allen, Les Cope, Joe Falkenburg, Heath Greenough, Deb Russell and Sue Ganje, Auditor.

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

The agenda was reviewed for conflicts; none were noted. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED. The full context of the meeting can be found on the county website under Commissioners at <http://fallriver.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 Greenough, to approve the minutes of the County Commissioners for August 17, 2023.

Motion made by Russell, seconded by Greenough, to approve longevity pay for Lillian Heidebrink, Director of Equalization, \$25.00/month for 2 years of employment, per Union Contract, effective August 16, 2023.

Motion made by Russell, seconded by Allen, to approve pay raise, 1-year anniversary for Blaine Wilson, Sheriff Deputy, from \$24.00/hr to \$24.75/hr, per Union Contract, effective August 29, 2023.

Motion made by Greenough, seconded by Cope, to approve pay raise, 2-year anniversary for Jay Miles, Heavy Equipment Operator, from \$21.75/hr to \$23.00/hr plus longevity pay of \$25.00/month, per Union Contract, effective September 7, 2023.

Motion made by Russell, seconded by Allen, to rescind the motion regarding travel approval for Randy Seiler, Highway Superintendent, to attend the Local Road Advisory Conference on October 18 and 19, 2023 in Sioux Falls.

Motion made by Greenough, seconded by Russell, to approve travel for Randy Seiler, Highway Superintendent, to attend the Local Road Advisory Conference on October 23-25, 2023 in Sioux Falls.

Motion made by Russell, seconded by Greenough, to surplus to junk a Fedders Window Air Conditioner, asset tag #1532 located in the mail room, a Thermal Zone Air Conditioner, asset tag #1999 and a Frigidair Window Air Conditioner, no asset tag both located in the Treasurer's Office from Building Repair and Maintenance inventory.

Sue Ganje, Auditor, notified the Board that she received a petition to form Woodland Rd Road District. A date for the election will be brought back to the board.

Request for County assistance, Case #CP 2023-07, was presented to the Board in the amount of \$255.00 to pay for 3 nights of lodging at the Super 8 Motel. After discussion regarding the applicant already owing the County money, no action was taken.

Lyle Norton, Sheriff, met with the Board with updates including the following jail count. There are 20 inmates, 14 male and 6 females.

Motion made by Russell, seconded by Allen, to approve the purchase of a refurbished Hobart Model No. LXEH-2 Commercial Dishwasher, roll call was taken; Greenough, yes; Russell, yes; Cope, yes; Allen, yes; Falkenburg, yes; motion carried.

Motion made by Allen, seconded by Russell, to approve travel for Brandon Peterson, Deputy Sheriff, to attend Homicide Investigation & Crime Scene Management Training in Rapid City, September 12-14, 2023, plus per diem for meals. The Board requested that he report on the training at the next Commission meeting.

Cole, Tracey and Calvin Romey met with the Board regarding S Beef Creek Road. The Board received a copy of the proposed agreement and resolution at a prior meeting but did not have a copy at this meeting. The Romeys wanted to give an update and discuss the contract with the Board. After further discussion, the Board would like Lance Russell, State's Attorney, to go through it and make suggestions to the Board prior to inviting the Romeys to a future meeting.

Randy Seiler, Highway Superintendent, met with the Board to present the Fall River County Master Transportation 2024-2028 5-Year Highway and Bridge Improvement Plan for review.

Motion made by Cope, seconded by Russell, to approve setting a hearing for the 5-Year Plan on October 5, 2023 at 9:30 am during the regular Commission meeting.

Motion made by Cope, seconded by Greenough, to approve the Golden West Telecommunications Permit to Occupy highway right-of-way, GW Project Number: ID#T23278.

Seiler provided updates, noting that the Solar Farm gave the County approximately 50-80 Tons of gravel. There was a felt underlayment that was mixed in with the gravel. Seiler and his crew went through to get as much of it out of the gravel as they could. Commissioner Cope complimented Randy for doing a good job with it. Seiler then reported that the South Dakota Game, Fish & Parks agreed to pay for 50% of the mag water application on Shep's Canyon Road, up to \$20,000.00 for next year. The board asked for a higher percentage to be paid by the state, but Seiler was told that they will not go higher as there has been an increase of local traffic on Shep's Canyon road. The Highway Department has been mowing ditches at the present time.

Teresa Pullen, Treasurer, met with the Board to inform them that, due to lack of use/outdated product of the Coke and Pepsi vending machines, they are going to be removed from the meeting room in the basement of the Court House. Pullen also asked for hire approval for Janell Reitz and requested that she add a full-time position to the Treasurer's Office to assist with various tasks that need to be completed.

Motion made by Greenough, seconded by Allen, to approve hiring Janell Reitz as a full-time Administrative Assistant with a starting date to be September 25, 2023 at the rate of \$15.50/hr. as per Union Contract.

Motion made by Russell, seconded by Allen, to approve the hiring of a Temporary Part-time Administrative Assistant, roll call was taken; Greenough, no; Russell, yes; Cope, yes; Allen, yes; Falkenburg, yes; motion carried. Pullen will update the Board monthly of the accomplishments of the extra help.

Lily Heidebrink, Director of Equalization, met with the Board to present the decision of the State of South Dakota Office of the Hearing Examiners regarding the property tax appeal submitted from Vivos Xpoint Investment Group, LLC. The SDOHE sided with the County and believes that \$8,253,290.00 is

80% to 100% of the property's full and true market value and the County acted in accordance with the law in valuing the subject property.

Heidebrink also presented a quote to purchase extra training time from Vanguard, noting that the purchased training time does not expire.

Motion made by Russell, seconded by Cope, to purchase 32 hours of training time at a cost of \$4,320.00 if there is money within the Director of Equalization's budget.

Motion made by Allen, seconded by Russell, to approve promoting Sam Kipp to Deputy Director of Equalization, with a raise in pay of \$.35/hr as per Union Contract.

Stacey Martin, GIS Coordinator, met with the Board to request hiring someone to help with installing 911 address sign replacements.

Motion made by Russell, seconded by Allen, to approve hiring Jon Lovett to assist Martin with replacement 911 address sign installation at \$14.05/hr to work a maximum of 18 hours. With Greenough voting no, all others voting yes, motion carried.

Dustin Ross, Andersen Engineering, met with the Board to present 3 proposed plats.

Motion made by Allen, seconded by Russell, to approve the following plat, roll call was taken; Greenough, no; Russell, yes; Cope, no; Allen, yes; Falkenburg, yes; motion carried:

FALL RIVER COUNTY RESOLUTION #2023-32

**A PLAT OF DONNAFIELD TRACTS 1 THRU 4,
ALL LOCATED IN THE NE1/4NE1/4 OF SECTION 32, T7S, R6E, BHM, FALL RIVER COUNTY,
SOUTH DAKOTA
FORMERLY DONNAFIELD TRACT**

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 7th day of September, 2023.

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

ATTEST:

/S/ Sue Ganje
Sue Ganje, Auditor
Fall River County Auditor

Motion made Russell, seconded by Greenough, to approve the following plat:

FALL RIVER COUNTY RESOLUTION #2023-33

**A PLAT OF TISDELL TRACT 1 & TISDELL TRACT 2, BLACK HILLS FLYWAY
SUBDIVISION,
LOCATED IN THE S1/2NW1/4 AND THE N1/2SW1/4 OF SECTION 8, T8S, R5E, BHM, FALL
RIVER COUNTY, SOUTH DAKOTA
FORMERLY LOTS 45 THRU 48**

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 7th day of September, 2023.

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

ATTEST:

/S/ Sue Ganje
Sue Ganje, Auditor
Fall River County Auditor

Motion made by Greenough, seconded by Russell, to approve the following plat:

FALL RIVER COUNTY RESOLUTION #2023-34

**A PLAT OF LOT 34 OF SHEP'S CANYON ESTATES SUBDIVISION,
LOCATED IN THE W1/2SE1/4 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 7th day of September, 2023.

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

ATTEST:

/S/ Sue Ganje
Sue Ganje, Auditor
Fall River County Auditor

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

GENERAL FUND		
AFLAC	AMERICAN FAMILY ASSU	\$689.34
AMAZON CAPITAL SERVICES	SUPPLY	\$856.95
AUDRA HILL CONSULTING,INC	MI/CONSULTING	\$1,574.49
CURA HOSPITALITY	INMATE FOOD/SUPPLY	\$13,730.59
BAUMANN FAMILY DENTISTRY	MEDICAL/DENTIST	\$113.84
BLACK HILLS CHEMICAL	SUPPLY	\$372.24
BQ & ASSOCIATES,P.C.,LLO	GARNISHMENT	\$284.13
BILBRUCK, TYLER	BLOOD DRAW	\$375.00
BLACK HILLS ENERGY	UTILITY POWER ELECTR	\$4,404.61
BOMGAARS	SUPPLY	\$14.99
BOSTON MUTUAL LIFE INS CO	LIFE INSURANCE	\$32.76
CAMPBELL CO CIRCUIT COURT	CERTIFIED COPIES	\$10.00
CENTURY BUSINESS LEASING	COPIER LEASE AND USA	\$1,039.09
COLBATH & SPERLICH, PC	CAAF/MAG/JUV	\$2,575.50
CORELOGIC TAX SERVICE	REISSUE OUTSTANDING	\$11,014.40
CREDIT COLLECTION BUREAU	COLLECTIONS	\$1,119.25
CUSTER/FALL RIVER REGIONA	DISPOSAL	\$24.46
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$2,681.00
DIV OF CHILD SUPPORT	CHILD SUPPORT	\$437.50
EFTPS	EFTPS PAYROLL TAXES	\$45,757.99
EN-TECH LLC	FUMIGATION	\$125.00
EXECUTIVE MGMT FINANCE	BIT NETWORK FEES	\$52.75
FALL RIVER AUTO SUPPLY	SUPPLY	\$22.98
FALL RIVER HEALTH	PRE-EMPLOYMENT PHYSI	\$65.00
FALL RIVER COUNTY HERALD	PUBLICATION	\$1,310.60
GOLDEN WEST TECHNOLOGIES	SERVICE/NETWORK/SERV	\$14,549.88
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$600.00
HOT SPRINGS ACE HARDWARE	SUPPLY	\$389.91
HUSTEAD LAW OFFICE, P.C.	CAAF	\$12,738.91
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$27,396.50
JACQUELINE K PERLI	COURT REPORTER	\$19.60
LIUNA LABORERS LOCAL 620	UNION DUES	\$243.00
LINCOLN COUNTY TREASURER	MI	\$487.60
LYNN'S DAK. MART PHARMACY	INMATE PHARMACY	\$98.34

MARCO	COPIER LEASE	\$163.13
MARTY'S TIRE & AUTO BODY	SERVICE	\$3,362.80
MASTERCARD	COUNTY CREDIT CARD	\$1,841.79
MAVERICK TIRE & AUTO	SERVICE	\$1,260.18
MEDICAL WASTE TRANSPORT	UTILITY	\$189.30
MIDWEST RADAR & EQUIPMENT	SERVICE	\$246.00
NEW YORK LIFE INSURANCE	NEW YORK LIFE INS	\$65.00
NORTON,TINA	CONTRACT NURSE INMAT	\$1,475.00
NUTRIEN AG SOLUTIONS	SUPPLY	\$1,575.60
O'DAY, VALARIE	COURT REPORTER	\$58.80
CHILD SUPPORT PAYMENT CNT	CHILD SUPPORT	\$655.00
US POSTAL SERVICE	STAMPS	\$198.00
RELIANCE STANDARD LIFE	VISION PLAN	\$355.68
RADIOLOGY ASSOCIATES	INMATE MEDICAL	\$209.87
CITY OF RAPID CITY	BLOOD ANALYSIS	\$880.00
RIES, ABBEY	REIMBURSEMENT	\$120.00
RUSSELL, LANCE	TRAVEL REIMBURSEMENT	\$13.44
SOUTH DAKOTA ST TREASURER	SALES TAX	\$40.79
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$23,748.84
SERVALL	RUG SERVICE	\$654.43
SONNY'S SUPER FOODS	SUPPLY	\$8.97
SD SUPPLEMENT RETIREMENT	SUPPLEMENTAL RETIREM	\$800.00
SOUTHERN HILLS LAW PLLC	CAAF	\$722.68
STURDEVANT'S AUTO VALUE	PARTS/SUPPLY	\$64.70
VANGUARD APPRAISALS INC	SERVICES	\$350.00
VANWAY TROPHY	SUPPLY	\$39.95
VERIZON WIRELESS	CELL PHONE PLAN	\$784.44
THOMSON REUTERS	ONLINE LAW SUBSCRIPT	\$148.00
THOMSON REUTERS	ONLINE LAW SUBSCRIPT	\$14.80
FEES, IRMA	BLOOD DRAW	\$150.00
YELLOW ROBE CONSULTING IN	EXPERT WITNESS	\$1,500.00
MILES, SASHA	BLOOD DRAW	\$150.00
SH E FREE CHURCH	PROPERTY TAX REFUND	\$238.87
COMMISSION	COMMISSION SALARIES	\$4,350.00
AUDITOR	AUDITOR SALARIES	\$20,818.44
TREASURER	TREASURER SALARIES	\$15,850.85
ST ATTY	STATE ATTORNEY SALARIES	\$17,553.30
MAINTENANCE	MAINTENANCE SALARIES	\$10,708.35
ASSESSOR	ASSESSOR SALARIES	\$15,643.17
REG/DEEDS	REGISTER OF DEEDS SALARIES	\$12,404.43
VETERAN SERVICE	VETERAN SERVICE SALARIES	\$4,540.03
GIS	GIS SALARIES	\$4,536.82
SHERIFF	SHERIFF SALARIES	\$49,550.45
JAIL	JAIL SALARIES	\$32,570.27
CORONER	CORONER SALARIES	\$600.00

NURSE	NURSE SALARIES	\$1,856.13
EXTENSION	EXTENSION SALARIES	\$2,702.81
WEED & PEST	WEED & PEST SALARIES	\$6,236.45
	TOTAL FOR GENERAL FUND	\$387,215.76
COUNTY ROAD & BRIDGE		
A & B WELDING SUPPLY CO.	WELDING SUPPLIES/LEA	\$388.70
AFLAC	AMERICAN FAMILY ASSU	\$365.50
AMAZON CAPITAL SERVICES	SUPPLY	\$44.22
BLACK HILLS ELECTRIC	UTILITY	\$35.00
BLACK HILLS ENERGY	UTILITY POWER ELECTR	\$350.37
BLESSING, BRETT	CLOTHING ALLOWANCE	\$300.00
BOMGAARS	SUPPLY	\$687.79
BUCHHOLZ, MARTIN	CLOTHING ALLOWANCE	\$300.00
BUTLER MACHINERY CO.	SERVICE/REPAIRS/NEW	\$65,712.70
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$591.98
FLOYD'S TRUCK CENTER	REPAIRS/PARTS	\$271.31
EFTPS	EFTPS PAYROLL TAXES	\$12,699.63
EDGEMONT, CITY OF	WATER/UTILITY	\$87.40
FALL RIVER AUTO SUPPLY	AUTO PARTS/REPAIR	\$252.00
FORWARD DISTRIBUTING	SUPPLIES/PARTS	\$46.40
GODFREY BRAKE SERVICE	PART	\$82.25
GOLDEN WEST TECHNOLOGIES	SERVICE/NETWORK/SERV	\$8.25
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$165.00
HOT SPRINGS ACE HARDWARE	SUPPLY	\$74.27
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$6,762.00
LIUNA LABORERS LOCAL 620	UNION DUES	\$243.00
MG OIL	INVENTORY/SUPPLY	\$1,849.10
MASTERCARD	COUNTY CREDIT CARD	\$14.77
MAVERICK TIRE & AUTO	SERVICE	\$1,173.77
NEWMAN SIGNS INC.	SIGNAGE	\$914.59
POMP'S TIRE SERVICE INC.	PARTS	\$3,465.84
PORTFOLIO RECOVERY ASSOC.	GARNISHMENT	\$688.48
RELIANCE STANDARD LIFE	VISION PLAN	\$65.00
RAPID DELIVERY	DELIVERY	\$14.30
RDO EQUIPMENT CO	PARTS/SERVICE	\$3,291.21
ROSANE CONSTRUCTION LLC	DUST CONTROL	\$18,279.36
SAFETY-KLEEN SYSTEMS, INC	SUPPLIES	\$124.47
SD LTAP	SD LTAP CONFERENCE	\$125.00
SDPAA	INSURANCE	\$811.78
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$5,662.82
SEILER, RANDY	CELLPHONE REIMBURSEM	\$75.00
SD SUPPLEMENT RETIREMENT	SUPPLEMENTAL RETIREM	\$40.00
STURDEVANT'S AUTO VALUE	PARTS/SUPPLY	\$977.91
SUMMIT SIGNS & SUPPLY INC	SUPPLY	\$1,334.00
CRBR ADMIN	SALARIES	\$9,387.10

CRBR ADM	SALARIES	\$42,195.27
	TOTAL FOR COUNTY ROAD & BRIDGE	\$179,957.54
911 SURCHARGE REIMBURSEMENT		
AFLAC	AMERICAN FAMILY ASSU	\$67.21
CENTURY BUSINESS LEASING	COPIER LEASE AND USA	\$116.75
CREDIT COLLECTION BUREAU	COLLECTIONS	\$302.86
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$317.54
EFTPS	EFTPS PAYROLL TAXES	\$7,203.72
GOLDEN WEST TECHNOLOGIES	SERVICE/NETWORK/SERV	\$16.50
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	\$8.71
RELIANCE STANDARD LIFE	VISION PLAN	\$7.48
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$3,121.76
VERIZON WIRELESS	CELL PHONE PLAN	\$41.81
DISPATCH	DISPATCH SALARIES	\$28,047.29
	TOTAL 911 SURCHARGE REIMBURSEMENT	\$41,825.13
EMERGENCY MGT		
AMAZON CAPITAL SERVICES	SUPPLY	\$377.49
CONSOLIDATED ELECTRICAL	SERVICE	\$1,996.36
EFTPS	EFTPS PAYROLL TAXES	\$1,815.38
GOLDEN WEST TECHNOLOGIES	SERVICE/NETWORK/SERV	\$16.50
MARCO	COPIER LEASE	\$81.57
MASTERCARD	COUNTY CREDIT CARD	\$159.95
RAPID DELIVERY	DELIVERY	\$15.60
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$833.30
STURDEVANT'S AUTO VALUE	PARTS/SUPPLY	\$100.94
VERIZON WIRELESS	CELL PHONE PLAN	\$166.67
EMERGENCY MGT	EMERGENCY MGT SALARIES	\$7,147.22
	TOTAL EMERGENCY MGT	\$12,710.98
24/7 SOBRIETY FUND		
EFTPS	EFTPS PAYROLL TAXES	\$354.30
INTOXIMETERS	SUPPLY	\$1,600.00
	TOTAL FOR 24/7 SOBRIETY FUND	\$1,954.30
COURTHOUSE BUILDING FUND		
MASTERCARD	COUNTY CREDIT CARD	\$1,287.00
SH E FREE CHURCH	PROPERTY TAX REFUND	\$10.13
	TOTAL FOR COURTHOUSE BUILDING FUND	\$1,297.13
24/7 PARTICIPATION FEE		
SD ATTORNEY GENERAL	24/7 STATE DISBURSEM	\$119.00

SD ATTORNEY GENERAL	24/7 CAM DISBURSEMEN	\$190.00
		\$309.00
	TOTAL PAID BETWEEN 8/18 & 9/7/2023	\$625,269.84

Break was taken at 9:55 am.

The meeting resumed at 10:02 am.

Public comment was heard from Les Cope stating that he would like Trish Ladner to attend the first meeting in October to further discuss the draft Bill that she is supporting regarding owner occupied property taxes. Heath Greenough recommended asking Julie Frye-Mueller and Dennis Krull as well.

Joe Falkenburg spoke to the Board asking that they sign a letter to support the sheep industry.

Motion made by Cope, seconded by Allen to authorize the Board to sign the letter and send to our US Congressional Delegation supporting the sheep industry.

Discussion continued with an update that US Forest Service was putting a road across John Sides' property. The Code of the West is in place for items like this. Greenough wanted the Board to keep the potential jail project in mind while working on the 2024 Budget. It was noted that the Carbon Capture Pipeline in North Dakota was voted down. Allen stated that he would like to see the County draft a management plan for cell towers to possibly bring in other forms of revenue. Discussion continued briefly regarding the 2024 Budget.

Motion made by Russell, seconded by Allen, to enter into executive session to discuss personnel at 10:26 am as per SDCL 1- 25-2(4)) negotiations at 10:26 a.m.

The Board came out of executive session at 10:59 a.m.

The Chairman declared the board in recess until the 1:00 p.m. executive session for negotiations.

At 1:00 p.m. motion was made by Russell, seconded by Allen to enter executive session for negotiations. The Board came out of executive session at 1:49 p.m.

Motion made by Cope, seconded by Russell to adjourn at 1:49 p.m.

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

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



Project name & Location
Fall River County Multi Roof Replacement
Hot Springs, SD 57747

MASTER CONTRACT AGREEMENT

AGREEMENT made as of the **TBD**

BETWEEN the Owner:

Fall River County
Hot Springs, SD 57747

AND the Contractor:

Black Hills Exteriors LLC
2507 E. Saint Patrick St
Rapid City, SD 57703
Phone (605)716-7663

The Owner and Contractor agree as follows.

MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

This Master Agreement shall be effective for one year after the date first written above ("Date of this Master Agreement").

This Master Agreement shall apply to all Work agreed to by the parties within the term of this Master Agreement until completion of the Work.

This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Work under this Master Agreement are completed or terminated.

The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

TBD

The Contractor identifies the following representative authorized to act on the Contractor's behalf with respect to this Master Agreement:

Black Hills Exteriors LLC
2507 E. Saint Patrick St
Rapid City, SD 57703
Phone (605)716-7663

CONTRACT SUM

The owner shall pay the contractor the Contract sum amounts in current funds for the contractor's performance of Exhibit "A". The Total contract sum to be paid shall be: Insurance proceeds including insurance deductible.

Prices include all Labor, Equipment, Fuel, Materials Subcontractor's insurance, supervision, fees and taxes to complete the work. Work will meet all current city, County, and State codes. Standard construction practices and manufacturer specifications for all material installed. Upon completion of all work, all systems will be complete working systems.

Costs of any Permits will be paid by the insurance company upon final invoice and receipt per your policy. They will give this in addition to the costs they have already approved to date. Permit Costs will be added to Contractors final invoice as a cost incurred to perform the work herein.

PAYMENT TERMS

Subject to the provisions of this contract, including without limitation, the rights of owner to withhold payment per retainage agreement only, the owner shall pay the contractor as follows:

Contractor shall submit for payment to owner via invoice on a percentage basis. Invoices will be delivered no later than the 20th of any given month and will be paid by owner on a Net 15 term. Progress Payments will be made per schedule set forth herein:

General Conditions: Total of contract sum

- a. 50% paid upon signed contract of Roofing
- b. 50% paid upon completion of the project.

Roofing:

- a. 33% paid upon delivery of materials
- b. 33.5% paid at 50% of substantial completion.
- c. 33.5% paid at substantial completion

Retainage

For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows: Retainage can be withheld in the amount of 10% of the total of the final progress invoice per payment schedule herein.

Taxes

The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded for an individual Contract, whether or not yet effective or merely scheduled to go into effect.

Permits, Fees, Notices, and Compliance with Laws

The Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work that are customarily secured after execution of a Contract and legally required at the time bids are received or negotiations concluded.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such work and shall bear the costs attributable to correction.

Default in payment

Should default be made in payment of this agreement for more than fifteen days, a late charge equal to five percent of the amount due plus interest from the date thereof at a rate of one and one-half (1 1/2) percent per month (18% per annum) or such maximum amount allowed by law, and if placed in the hands of an attorney for collection, all allowable attorney fees and legal and filing fees shall be paid by the owner/agent.

If material has to be reordered or restocked because of a cancellation or change by the owner/agent there will be a reordering or restocking fee equal to fifteen percent (15%) of the material cost.

All additional direct costs, overhead and profit approved and paid to the owner/agent by the insurance provider on a supplemental request directly related to the work in this agreement, shall be included in the agreed amount with insurance provider and are due to the contractor in accordance with the payment schedule set forth herein.

CHANGE ORDERS

Any alteration or deviation from contract specifications will require the execution of a change order. It is agreed that all terms and conditions of this agreement shall apply equally to additional work added to this agreement in the form of a change order. No repair work or alterations shall be done, except as specified and expressly agreed to by company and owner in writing. Work required under a change order will not begin until full payment of the change order is made by owner. Further, if company encounters any unforeseen conditions during the

court of the work, it shall promptly notify owner and changes in the work, if any, shall be made by written change order.

Any code upgrades that are a result of this project will result in a "change order" and any price increases that become part of the company's construction liability are accepted to be added to the total agreement amount.

Any upgrade(s) or additional work requested by owner/agent that is not part of original contract amount will be owner/agent's financial responsibility and will become part of this agreement.

FINAL COMPLETION AND FINAL PAYMENT

Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final progress invoices for Payment, the Owner will promptly make any necessary inspections and, when the Owner finds the Work acceptable the Contract fully performed, the Owner will promptly issue a final Certificate for Payment stating that to the best of the Owners knowledge, information and belief, and on the basis of the Owners on-site visits and inspections, the Work has been to your satisfaction and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable.

Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of the Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment

PROJECT TIMING

Company agrees to diligently endeavor to complete the work promptly. However, owner acknowledges that any date is only estimate and is subject to change due to many factors including, but not limited to: (i) changes in the work requested by owner; (ii) delays in receiving materials specified; (iii) delays resulting from acts of god or adverse weather conditions; (iv) delays caused by shortages or labor, materials or equipment; and (v) other causes reasonably beyond company's control. Owner agrees that the schedule for completing the improvements represents company's good faith estimate and company will not be liable to owner for delays in completion of the work under this agreement.

Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

The date of Substantial Completion is the date certified by the Contractor in accordance with this Section.

If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Owner determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Contractor may determine.

SCHEDULE (Weather Contingent)

The Contractor shall perform the Work the best of their ability in general accordance with the schedule submitted to the Owner in this agreement.

Type of work Estimated completion

TBD

SUBSTANTIAL COMPLETION

Date of substantial completion is defined as the date when company notifies owner that the project is complete and submits final invoice. If owner deems and company agrees there is work yet to be done, or work that is insufficient or unsatisfactory, this work will be itemized in a "punch list." Owner may withhold up to 10% of original contract total from final invoice payment in good faith of punch list being completed. Owner will pay this retained amount to contractor within 7 days of completion of punch list items by company. Creation of a punch list does not void or change the due date of the final payment.

WARRANTY

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed

by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

a. Special Provision for Roofing warranty: The Contractors limited workmanship warranty on roof replacement is incorporated herein. The company is not responsible for ice dams (thawing and refreezing of ice, water or snow) or any other damage on or below the roof line due to leaks by excessive snow or wind-driven rain, ice or hail during the period of the warranty. Excessive winds is 50 or greater mph. The warranty is transferrable.

ADVERTISING

Owner grants company the right to display advertising signs on the property from the date of contracting through thirty (30) days following completion of work. Owner further gives company permission to take pictures or video of premises before and after completion of the project for use in company advertising. Owner grants to company the right to use any correspondence directed to company concerning the work in company's advertising promotion.

OWNER RESPONSIBILITIES

Unless otherwise specified, company's price is based upon owner's representation that there are no conditions preventing company from proceeding with the usual installation procedures for the materials required under this agreement. Owner represents that personal effects, personal property and plants will be relocated or trimmed prior to the beginning of work so that company has free access to free portions of the premises where work is to be done. Owner authorizes company to use owner's electricity for work to be completed under this agreement. Owner further understands that as a precautionary measure all pictures and wall accessories that are not securely fastened should be removed until all work has been completed. Owner shall carry premises liability insurance. If necessary for the work, owner shall secure permission to work on or over adjoining property at no cost to company. Owner agrees to be responsible and to hold company harmless and accept any risks resulting from access through adjacent properties. Owner grants company and its employees the right to perform contracted services during daylight hours from Monday through Saturday between 7:00 a.m. (for mobilization) and then 8:00 a.m. To 6:00 p.m. For construction work, unless otherwise specified by owner.

Information and services required of the owner

Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section, the Contract Time shall be extended appropriately.

The Owner shall furnish all necessary surveys and a legal description of sites referenced in the work if needed.

The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relate to the safe performance of the Work.

Owner's right to stop the work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

Owner's right to carry out the work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a Twenty-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval to withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim against the owner.

GENERAL CONDITIONS SET FORTH BY OWNER

Subcontractor will communicate with the site team and owner's representatives on a daily basis.

Work schedule and hours to be coordinated with on site manager. Work may be performed between the hours of 7 AM and 6 PM. Mobilization may begin at 6 Am. No work on Sundays.

Clean up and dispose of all debris created from this scope of work on a daily basis

PLEASE FEEL FREE TO ADD COMMENT HERE TO BE INCLUDED (to be reviewed before accepted)

This exhibit is made a part of the subcontractor's contract agreement.

CONTRACTOR RESPONSIBILITIES

Review of Contract Documents and Field Conditions by Contractor

Execution of Work by the Contractor represents that the Contractor has visited the relevant site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the owner if any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the owner may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner of any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner/Agent may require.

Supervision and Construction Procedures

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under a Contract, unless the Contract Documents give other specific instructions concerning these matters.

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work.

Labor and Materials

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Owner and in accordance with a Modification.

Subcontractors

A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at a Project site.

Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after execution of this contract, shall notify the Owner of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

We intend to use the following subcontractors:

Sub-contractors Name	Type of Construction
TBD	

Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner.

All work done by hired subcontractors that results in failure of product because of installation or workmanship will be handled legally by the sub-contractors liability insurance and not the company's liability insurance

PROTECTION OF PERSONS AND PROPERTY

Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of a Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 Employees on the Work and other persons who may be affected thereby;

.2 The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules, and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Section, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

Hazardous Materials

The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

INSURANCE AND BONDS

Contractor's Insurance

The Contractor shall purchase and maintain insurance coverage required in this section and as otherwise required for a specific project as set forth in the work being completed.

The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section.

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence, and TWO MILLION DOLLARS (\$2,000,000), general aggregate, and TWO MILLION DOLLARS (\$2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 Damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 Personal and advertising injury;
- .3 Damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 Bodily injury or property damage arising out of completed operations; and
- .5 The Contractor's indemnity obligations under this Section.

Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under this Section, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

Workers' Compensation at statutory limits.

Employers' Liability with policy limits not less than ONE MILLION DOLLARS (\$1,000,000) each accident, and ONE MILLION DOLLARS (\$1,000,000) each employee.

If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, as set forth in the Work.

The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

SPECIAL TERMS AND CONDITIONS SET FORTH BY CONTRACTOR

1. The Contractor shall have no responsibility for damages from rain, fire, tornado, windstorm, or other perils, as is normally contemplated to be covered by homeowner's insurance or business risk insurance, or unless a specific written agreement be made prior to commencement of the work.
2. Replacement of deteriorated decking, fascia boards, studs, insulation, roof jacks, ventilators, flashing or other materials, unless otherwise stated in this agreement, are not included and will be charged as an extra on a time and material basis.
3. If roofing and/or sheet metal work is involved, it is understood and agreed that the Contractor standard roof guarantee, a copy of which is available in the company's office, shall be acceptable and that all terms and provisions therein shall prevail. Unless otherwise specifically agreed to in writing prior to the commencement of the work.
4. During the duration of the work, the owner/agent's insurance will be responsible for any interior damage if the company has taken appropriate action to protect the roof during the repair/replacement of the roof.
5. If there are any solar panels on the roof, the company will not be responsible for damage during the repair, so owner/agent agrees to have solar panel Company take the appropriate action to protect it if necessary.
6. The contractor is not responsible for any pre-existing construction deficiencies that manifest themselves during the construction process, i.e. Nail pops, wood-rot, decking deflection, etc. If a construction problem is pointed out prior to construction and company is notified in writing, company will try to assist owner/agent to correct the problem(s) and will be charged as an extra on a time and material basis.
7. The company will not be responsible for the scratching or denting of gutters, oil droplets in driveways, fractures in concrete or damage to plants or shrubbery.
8. Contractor accepts no liability to indemnify or hold owner/agent harmless for damages to persons or property. Expect those that are the direct result of company's negligent error or omission on which occur during performance of the company's work. Company disclaims any and all liability for damages to persons or property resulting from mold growth within any part of the building envelope due to moisture entering the building envelope prior to company's completion of installation of the roof systems/membrane, siding, windows, and gutter systems or as the result of damage to or penetration of the installed roof systems/membrane, siding,

window and gutter systems by others. Owner/agent understands and agrees that company shall have no responsibility at any time after completion of the work for damages of any kind to persons or property located below the installed roof systems/membrane, siding, window and gutter systems, whether or not such damages result from (a) leaks or weather oriented sources or (b) mold growth

9. The company's monetary damage liability for any claim of property damage arising out of the company's performance or non-performance of this agreement shall not exceed the total agreement amount written on this contract.

10. Any representations, statements, or other communications, not written on this agreement are agreed to be immaterial, and not relied on by either party, and do not survive the execution of this agreement.

WAIVER OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) any Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Master Agreement or other property insurance applicable to the Project where the loss occurred, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

If during a Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section for damages caused by fire or other causes of loss covered by this separate property insurance.

A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

TERMINATION OF A CONTRACT

A Contract may be terminated in accordance with these conditions. Termination of this Contract under shall not be deemed a termination of any other Contract created pursuant to this Master Agreement.

Termination by the Contractor

If the Owner fails to make payment as provided in the payment section for a period of 45 days through no fault of the Contractor, the Contractor may, upon seven additional days' notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

Termination by the Owner for Cause

The Owner may terminate a Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.

When any of the reasons described herein exists, the Owner, upon certification that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate a Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

When the Owner terminates a Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and any expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by a 3rd party representative, upon application, and this obligation for payment shall survive termination of the Contract.

Termination by the Owner for Convenience

The Owner may, at any time, terminate a Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

If this agreement is cancelled by the owner, owner shall pay to the contractor twenty-five percent (25%) of the total agreement amount as liquidated damages, not as a penalty, and the company agrees to accept such as a reasonable and just compensation for said cancellation. The parties acknowledge and agree that damages the company might reasonably anticipate in the event of a breach of this agreement by the owner/agent(s) will be difficult to ascertain and the amount stipulated herein is a reasonable estimate of such damages.

CLAIMS AND DISPUTES

Claims, disputes, and other matters in question arising out of or relating to a Contract executed pursuant to this Master Agreement, will be subject to mediation as a condition precedent to binding dispute resolution.

Notice of Claims

Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in this section, shall be initiated by notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Master Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section.

If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless

stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Master Agreement. Demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to any Contracts formed pursuant to this Master Agreement. This mutual waiver includes

.1 Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with this agreement. Nothing contained in this Section shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

CERTIFICATION

This Master Agreement represents the entire and integrated Master Agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both Owner and Contractor.

I certify that I am the owner or an authorized representative of the property subject to the above repairs and that I have the authority to enter into this agreement on behalf of said property.

This Master Agreement entered into as of the day and year first written above.

SCOPE OF WORK

The exact scope of work per building will be determined once clarification from the owner's insurance is completed and will be amended to this contract. The buildings involved in this contract are as follows.

Fall River County Courthouse - RCV \$50,369.59+ Agreed Supplement

Fall River County Old Museum - RCV \$69,920.52+ Agreed Supplement

Fall River County Weed & Pest - RCV \$9,292.24+ Agreed Supplement

Fall River County South Annex - RCV \$65,912.92+ Agreed Supplement

Fall River County DOE - RCV \$17,159.18+ Agreed Supplement

Fall River County Storage Unit - RCV \$29,523.43+ Agreed Supplement

Fall River County Sheriff Office / Jail - (Roof not currently covered) HVAC \$6,058.09 + Agreed Supplement

Fall River Highway Building - RCV \$58,560.16 + Agreed Supplement

AUTHORIZATION

Owner authorizes Contractor to negotiate with the owner's insurance carrier for all property insurance damages and to perform the repairs at the exact prices determined by the insurance carrier and Black Hills Exteriors.

The owner gives authorization to the owner's insurance company to discuss the claim with the contractor and to release insurance adjustment documents and information to the contractor.



How did we do?



RAPID CITY
8 KNOLLWOOD DR.
RAPID CITY SD 57701
605 343-3610

Sales Order
053082254
Document Date
09/14/23

Sold To
FALL RIVER COURTHOUSE 906 NORTH RIVER ST HOT SPRINGS, SD 57747

Customer Phone#	Sold To Cell#	Terms	Salesperson	Customer #	Store
Home:605 745-5130 Work:		CASH BEFORE DELIV	ORION CARTER	052971830	05
Comments					
P - Customer Pickup					

Ln#	Model / Brand	Description	Order	Price	Amount
1	DC5003WE	PTSM-SQ CLASSIC 5YR WAR DRYER	1	\$1,290.00	
P	SPEED				\$1,290.00
2	PET90-1020	4' 3-WIRE DRYER CORD	1	\$15.00	
P	PETRA				\$15.00

PICKUP ADDRESS
RAPID CITY 8 KNOLLWOOD DR. RAPID CITY, SD 57701 Pickup Date: 09/14/23

Merchandise:	\$1,305.00
Order Discount:	\$0.00
Discount Program:	
Total Sales Order:	\$1,305.00

RECEIVED
SEP 14 2023
BY: _____

Amount Paid:		
Current Payments		
MASTERCARD	09/14/23	\$-1,305.00

Amount Due:	\$0.00
--------------------	--------



Billing Address:
FALL RIVER COUNTY SHERIFF
906 N RIVER ST
HOT SPRINGS, SD 57747
US

Quote Date:09/13/2023
Expiration Date:12/12/2023
Quote Created By:
Ashton Dunnigan
Ashton.Dunnigan1@
motorolasolutions.com

End Customer:
FALL RIVER COUNTY SHERIFF
Rachel Hosterman
so@frcounty.org
(605) 745-4444

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
4RE In car Video System						
1	WGB-0146A	MIKROTIK CONF WIFI KIT, DRILL MNT	1		\$200.00	\$200.00
2	WGB-0136A	4RE/VISTA WIFI BUNDLE, PANORAMIC	1		\$6,090.40	\$6,090.40
3	LSV01S03365A	4RE EXTENDED WARRANTY AND REPAIR	1	3 YEAR	\$625.00	\$625.00
4	WGP02225-200-KIT2	BRKT4RE DISP/BWCBASE/ CAMVISOR +CHARGER	1		Included	Included
Grand Total					\$6,915.40(USD)	

Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$6,498.74	\$0.00
Year 2 Subscription Fee	\$208.33	\$0.00
Year 3 Subscription Fee	\$208.33	\$0.00
Grand Total System Price	\$6,915.40	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60561 ~ #: 36-1115800



Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.





applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Pam Schneidewind
+1-972-801-4890
pams@stalkerradar.com

QUOTE
#2078391

Page 1 of 1
Date: 09/13/23

Reg Sales Mgr: Peter Bauer
972-398-3780
peter@stalkerradar.com

Effective From : 09/13/2023

Valid Through: 12/12/2023

Lead Time: 35 working days

Bill To: Fall River Co Sheriffs Office 906 N River St Hot Springs, SD 57747	Customer ID: 019650 Accounts Payable	Ship To: Fall River Co Sheriffs Office 906 N River St Hot Springs, SD 57747	FedEx Ground Administrative Assistant Rachel Hosterman
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	807-0002-00	DSR 2X Radar w/Instant On Remote	36	\$3,250.00	\$3,250.00
Ln	Qty	Part Number	Description		Price	Ext Price
1	1	200-0965-40	2X Counting Unit, 1.5 PCB			\$0.00
2	1	200-0875-40	2X Modular Display, High Bright LEDs			\$0.00
3	1	200-1468-00*	Dual DSR Ka Antenna			\$0.00
4	1	200-1468-01*	2X Rear Antenna			\$0.00
5	1	200-0918-00	Stalker 2X Instant On Remote Control			\$0.00
6	1	200-0769-00	25 MPH/40 KPH KA Tuning Fork			\$0.00
7	1	200-0770-00	40 MPH/64 KPH KA Tuning Fork			\$0.00
8	1	200-0648-00	Display Sun Shield			\$0.00
9	1	200-0243-00	Counting/Display Tall Mount			\$0.00
10	1	200-0244-00	Antenna Dash Mount			\$0.00
11	1	200-0245-00	Antenna Tall Deck Mount			\$0.00
12	1	155-2591-08	8 Foot Antenna Cable, IP67			\$0.00
13	1	155-2591-20	20 Foot Antenna Cable, IP67			\$0.00
14	1	200-0622-00	VSS Cable Kit			\$0.00
15	1	200-0619-00	2X Documentation Kit			\$0.00
16	1	035-0361-00	Shipping Container, Dash Mounted Radar			\$0.00
17	1	060-1000-36	36 Month Warranty			\$0.00
18	1	155-2211-00	Remote Display Interconnect Cable, 10'		\$80.00	\$80.00
Group Total						\$3,330.00

Product	\$3,330.00	Sub-Total:	\$3,330.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$0.00
		Total: USD	\$3,330.00

SD State contract NASPO#17290 Vehicle Information:
2023 Dodge Ram

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.



*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: September 21, 2023

Subj: Commission Update:

1. SDEMA Conference: I have attached a listing of the classes that Gary Baker and I completed while attending the SDEMA Conference in Deadwood Sept. 11-14, 2023.
2. LEMPG Reimbursement: The county will be receiving \$32,628.88 for the first three quarters of FY 2023. The fourth quarter payment (approximately 10,000 to 12,000) will be received in late October or November.
3. Dispatch UPS Battery System: The price quote has not been received as of 9/18/2023.
4. Fires & Incidents:
 - a. 9/15/2023: Vehicle Fire (unfounded): Hwy 385 mm 10.5: Oelrichs Fire and Fall River Sheriff.

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*

South Dakota Emergency Management Association

September 11-14, 2023

Deadwood, SD

Class Attendance

1. **Emergency Management 101: An 8 hour class, training for emergency managers at the state, local and federal level to provide a better concept of the profession.**
2. **Drug Lady (Lynn Reimer): A Medical Marijuana Discussion: Provide insight about the pros and cons of medical marijuana and the impact on communities and resources.**
3. **DAR (Disaster Assistance Response) Sisseton-Wahpeton Oyate Response Team: Overview of the blizzard and flooding response and lessons learned during the 2022 incident.**
4. **P25 Radio Upgrade: What is working and what isn't. Review of upcoming changes to the state radio network.**
5. **SD-LAST, Local Assistance Team After the Fire: Presentation and discussion on the resources available during and after a large fire event.**
6. **SD Winter Weather Discussion (2022/2023 Blizzards): What worked and what were issues during the I-90 and other major road closures to include sheltering and rescue efforts.**
7. **Surviving the Four Winds of Disasters during the Marshall Wildfire: Review of the Boulder County Colorado major fires in 2022.**
8. **Sibley, Iowa Train Derailment: Discussion on the train derailment and response from local, state, federal and railroad companies.**
9. **Marjory Stoneman Douglas High School: Lessons learned from the school shooting and the response to this type of incident by police, fire and ems and local medical facilities.**
10. **Added Note: Networking with other emergency managers, vendors, state and federal officials.**

Spot Wranglers
 27736 Himmelwright Road
 Hot Springs SD 57747

Estimate

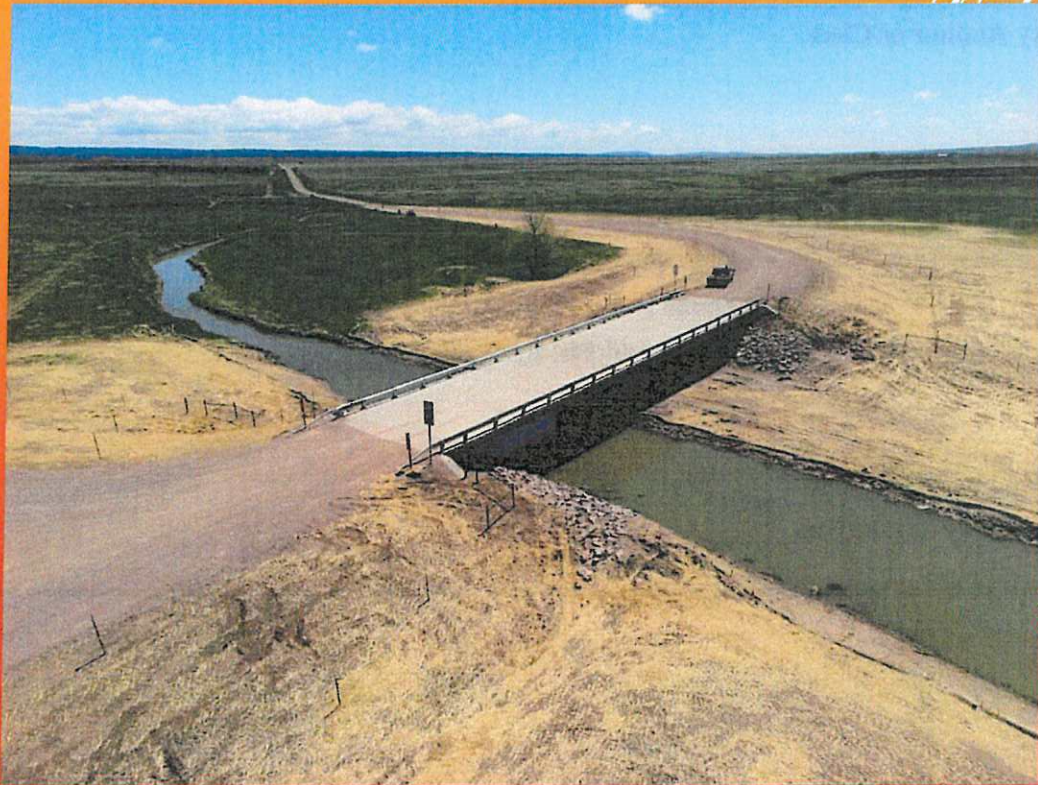
Name/Address
FALL RIVER COUNTY 906 N. RIVER HOT SPRINGS SD 57747
South Anex.

Date	Estimate No.	Project
09/04/23	70	

Item	Description	Quantity	Cost	Total
VINYL INSTALATION	Remove old carpet and VCT tile including scarping the floor to remove any old glue. Haul and Dump.		6,600.00	6,600.00
	Install new Heavy Commercial Luxury Vinyl Plank flooring. 20 Mil. Material and Labor Sales Tax		0.00%	0.00
			Total	\$6,600.00

FALL RIVER COUNTY

2024 - 2028 Five Year
County Highway and
Bridge Improvement Plan



COVER FORM AND CERTIFICATION

The following text shall be included on the front cover of the Fall River County Highway and Bridge Improvement Plan:

Certification: As approved this ____ day of _____ 2023
Custer County Commission

By: _____
County Commission Chairperson

Attest:

County Auditor or Clerk

County Contact Person: Randy Seiler
Highway Superintendent
Phone Number: (605) 745-5137
Email Address: frchwydept@gwtc.net

Received by SDDOT on _____

Approved by SDDOT on _____

CHECKLIST OF REQUIREMENTS FOR ANNUAL UPDATE

_____ Certification Form

 X Projected Revenue Available per year

 X 5-year Project List (Programmed Projects)

 X Project Status List

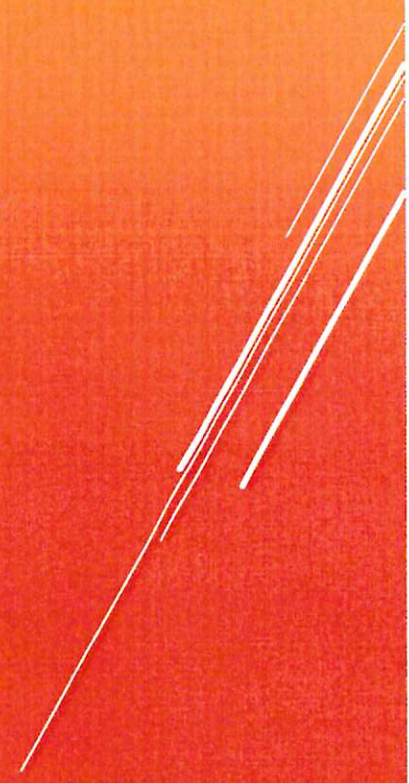
_____ Notice of Public Meeting

_____ Township coordination letters/notice (sample letter and mailing list is acceptable)

_____ Attendance list from public meeting (all attendees – not just commission members)

_____ Public Comments (if no comments are received, clearly indicate that in the plan
submittal) There were no submitted written comments or public
comments during the meeting

REVENUES AND PROGRAM



2023 - 2027 Fall River County

REVENUE SOURCES TABLE (Show amounts in thousands of dollars)

<u>Account Description</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Local Funds					
General Funds-property tax	255	255	255	255	255
Motor Vehicle Licenses	877	877	877	877	877
Wheel Tax	105	105	105	105	105
Annual STP Payout Funds	238	238	238	238	238
2019 HIP Funds					
Intergovernmental Funds					
Township Services					
State Funds					
PE - BIG (planning to apply for)		64			
PE - BIG (awarded by DOT)					
Preservation - BIG (planning to apply for)					
Preservation - BIG (awarded by DOT)					
Rehab/Repl - BIG (planning to apply for) *Design Phase, **Const. Phase				400	
Rehab/Repl - BIG (awarded by DOT)					
Other (Match on STP Projects, Pavement Marking Prj.)	* 2,840				
Federal Funds					
TAP					
ER/FEMA					
OTHER (STP, Bridge, Signing, Hazard Elimination, SIB Loans)					
TOTAL	4,315	1,539	1,475	1,875	1,475

Note:

- For State and Federal Funds, only enter the applicable amount (i.e. 80% of total project cost).
- Include both BIG funds awarded and BIG funds that will be applied for but not yet received.

* Igloo Bridges

FIVE YEAR PROGRAMMED PROJECT LISTING

Project Location	Project Description	Year	Proposed Five-Year Project Funding Information (in thousands of dollars)						
			Local Funding	Federal Funding	State Funding	Unfunded	Anticipated Grant	Total Funding	Total Project Cost
SD471 Provo to Igloo, Remove Bridges and Obliterate Old State Highway 298	Grading, Gravel Surfacing, Box Culvert, Obliteration of Bridges and Roadway	2024 - 2025	0		2,840				2,840
County Wide	Graveling	2024	400						400
County Rd 18S ~ 12 Miles	Asphalt Surface Treatment and Fog Seal	2025	480						480
County Rd 18B ~ 2.7 Miles	Asphalt Surface Treatment and Fog Seal	2025	108						108
County Rd 79 ~ 3.6 Miles	Asphalt Surface Treatment and Fog Seal	2025	144						144
County Rd 6291 East of Oral 3.8 Miles	Asphalt Surface Treatment and Fog Seal	2025	152						152
0.8 S & 0.2 E of Oelrichs	Structure 24-419-212 PE BIG Application	2025	13				64		77
County Wide	Graveling	2025	400						400
County Wide	Graveling	2026	400						400
0.8 S & 0.2 E of Oelrichs	Structure 24-419-212 Design/Construction BIG Application	2027	80				400		480
County Wide	Graveling	2027	400						400
County Wide	Graveling	2028	400						400

Local Funding Includes: Match on BIG funding, traditional BRO & BRP projects, TAP projects, etc., and some shortfalls/balances on misc. projects. Also STP Payout funds.

Federal Funding Includes: 100% of Signing & Delineation projects, and approx. 80% of STP, BRO, BRP, and TAP projects. Federal portion of ER/FEMA projects.

State Funding Includes: 80% of awarded BIG projects, approx. 60% of Pavement Marking projects, and approx. 20% match on STP projects.

Anticipated Grant (BIG): 80% of total

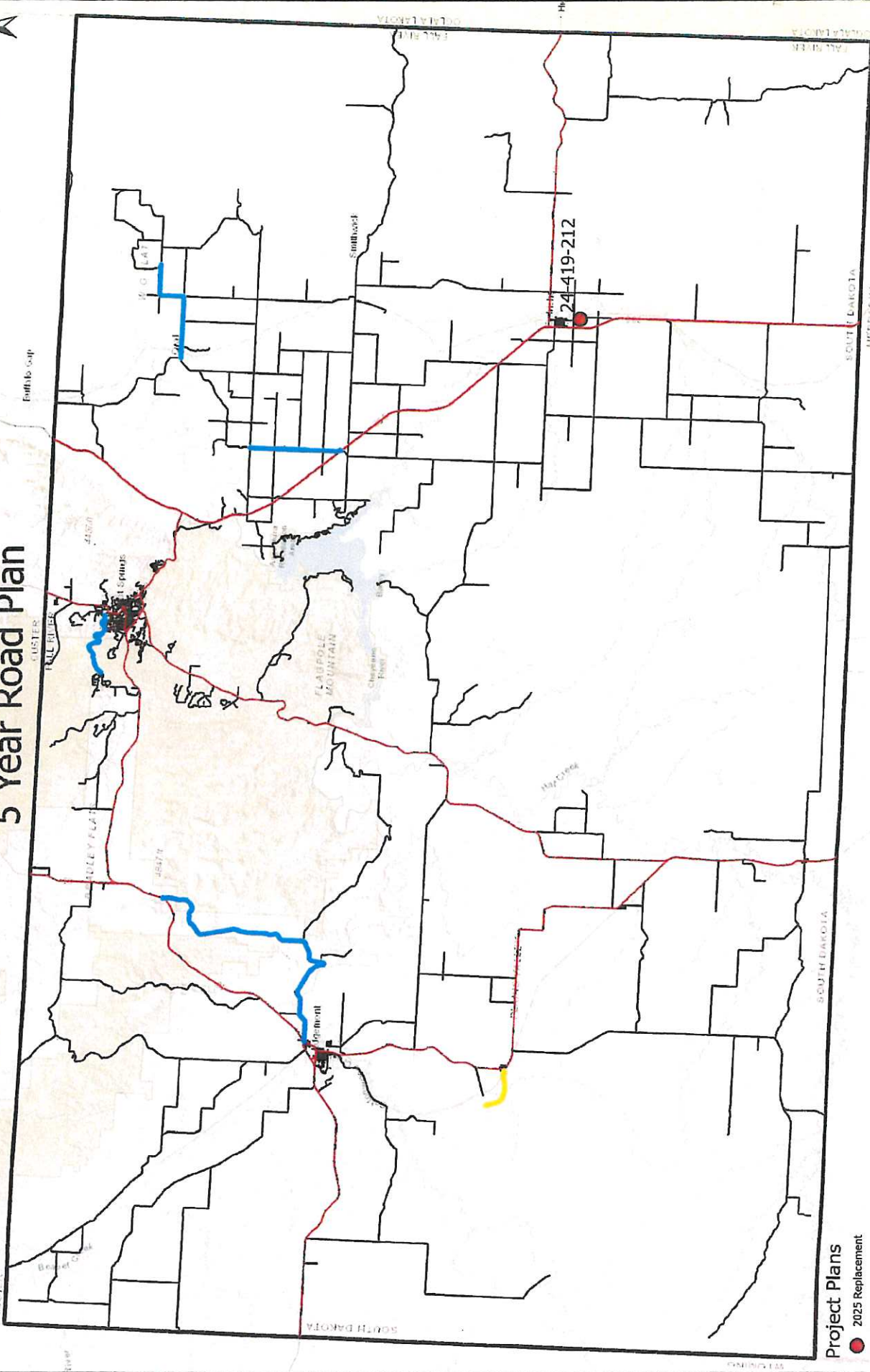
Status of Programmed Projects

Project Location	Project Description	Year	Status
4 E & 8 N of Edgemont	STIP Bridge Replacement for Structure 24-162-102 over Mickelson Trail	2023	Project Completed
SD471 Provo to Igloo, Remove Bridges and Obliterate Old State Highway 298	Grading, Gravel Surfacing, Box Culvert, Obliteration of Bridges and Roadway	2024-2025	Design Complete - SDDOT completed ROW Negotiations. SDDOT 2022 Cost Estimate is \$2.84 Million. Funding is 100% DOT. Project may be let in 2024
County Rd 18S ~ 12 Miles	Asphalt Surface Treatment and Fog Seal	2025	Future Project
County Rd 18B ~ 2.7 Miles	Asphalt Surface Treatment and Fog Seal	2025	Future Project
County Rd 79 ~ 3.6 Miles	Asphalt Surface Treatment and Fog Seal	2025	Future Project
County Rd 6291 East of Oral 3.8 Miles	Asphalt Surface Treatment and Fog Seal	2025	Future Project
0.8 S & 0.2 E of Oelrichs	Structure 24-419-212	2025	Anticipated BIG - PE application
0.8 S & 0.2 E of Oelrichs	Structure 24-419-212	2027	Anticipated BIG - Design and Construction Application
County Wide	Graveling	2024 - 2028	No Change

MAPS

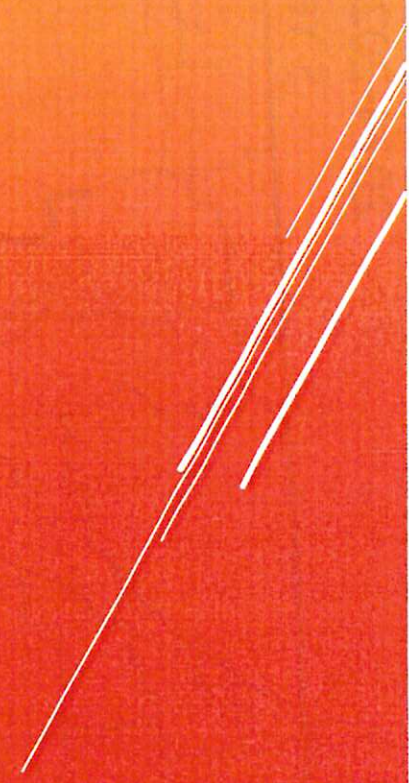


2024-2028 Fall River County 5 Year Road Plan

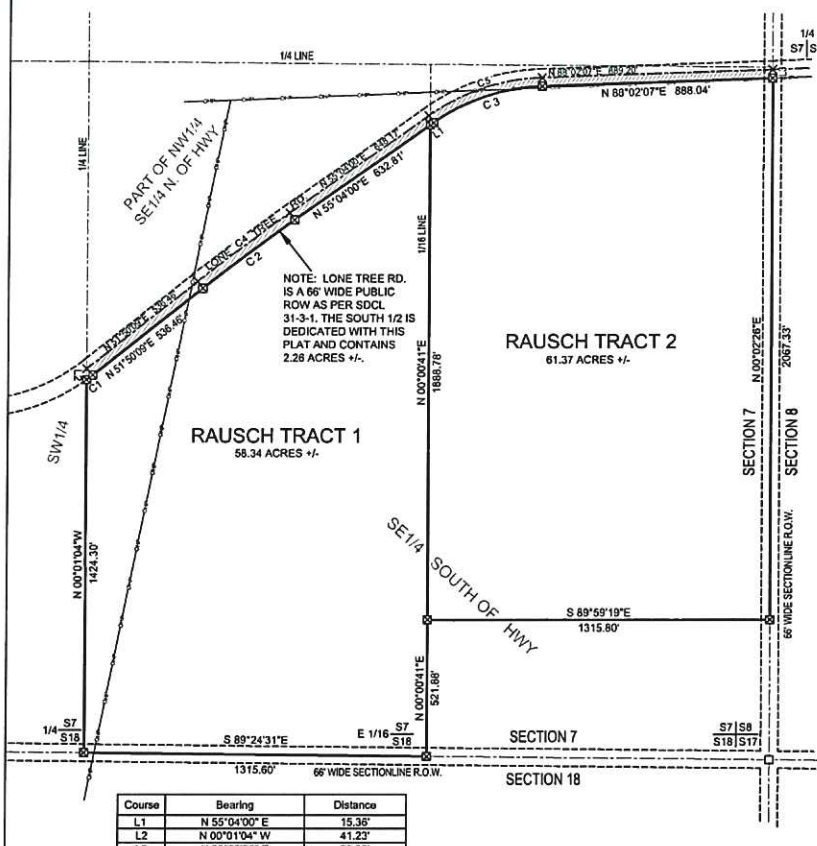


- Project Plans**
- 2025 Replacement
 - 2024 Grading
 - 2025 Chip Seal
 - Highways
 - Roads
 - ▭ Fall River County

PUBLIC INPUT



A PLAT OF
**RAUSCH TRACT 1 AND RAUSCH TRACT 2, LOCATED
 IN THE SE1/4 OF SECTION 7, T7S, R7E, BHM, FALL
 RIVER COUNTY, SOUTH DAKOTA**
 FORMERLY PART OF THE SE1/4 OF SECTION 7 LYING SOUTH OF THE COUNTY HIGHWAY



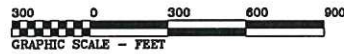
BASIS OF BEARING - GPS OBSERVATION taken S 89°42'12" E 2663.11' from the Corner common to Sections 7, 8, 18 & 17.
 OPUS STATIC SOLUTION NAD83(2011)
 LAT:
 LONG:

LEGEND

- ☒ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
- ☐ Found stone monument
- ✕ angle point not monumented
- 522.06' Slant lettering denotes record calls

Course	Bearing	Distance
L1	N 55°04'02" E	15.36'
L2	N 00°01'04" W	41.23'
L3	N 00°02'28" E	33.02'

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	749.16'	14.87'	29.73'	2°16'28"	7°38'53"	29.73'	N 52°58'22" E
C2	7774.66'	219.26'	438.40'	3°13'51"	0°44'13"	438.34'	N 53°27'05" E
C3	774.20'	229.10'	445.48'	32°58'07"	7°24'02"	439.36'	N 71°33'03" E
C4	7807.86'	220.18'	440.26'	3°13'51"	0°44'02"	440.20'	N 53°27'05" E
C5	807.20'	238.86'	464.47'	32°58'07"	7°05'53"	456.09'	N 71°33'03" E



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

John D. McBride, SDRLS No. 5906

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

Fall River County Treasurer

STATE OF _____ COUNTY OF _____
 Conger Ranch, a partnership, does hereby certify that it is the owner of the within described lands and that the within plat was made at its direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2023.

Lesia Conger(Partner) _____ Thomas D. Conger(Partner) _____

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF _____ COUNTY OF _____
 On this the ___ day of ___, 2023, before me, the undersigned officer, personally appeared Thomas D. Conger and Lesia Conger, who acknowledged themselves to be Partners of Conger Ranch, a partnership, and that they, as such representatives being authorized so to do, executed the foregoing Instrument for the purposes therein contained, by signing the name of the partnership by themselves as representatives.
 IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public _____ My commission expires _____

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

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

Chairperson, Fall River County Board of Commissioners

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

Fall River County Auditor

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

Director of Equalization of Fall River County

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

Fall River County Register of Deeds

Prepared by
ANDERSEN ENGINEERS
Land Surveyors

Drawn by DR/RW	Date 9/12/2023	P.O. Box 446 Edgemont, SD 57735 (605)662-5500
Approved by McB	Date 9/12/2023	anderseneengineers@gwlc.net
Scale 1"=300'	Sheet 1 of 1	File Name: SE_57_T7S_R7E

FALL RIVER COUNTY RESOLUTION #2023-

**A PLAT OF RAUSCH TRACT 1 AND RAUSCH TRACT 2,
LOCATED IN THE SE1/4 OF SECTION 7, T7S, R7E, BHM, FALL RIVER COUNTY,
SOUTH DAKOTA**

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

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

Dated this 21st day of September, 2023.

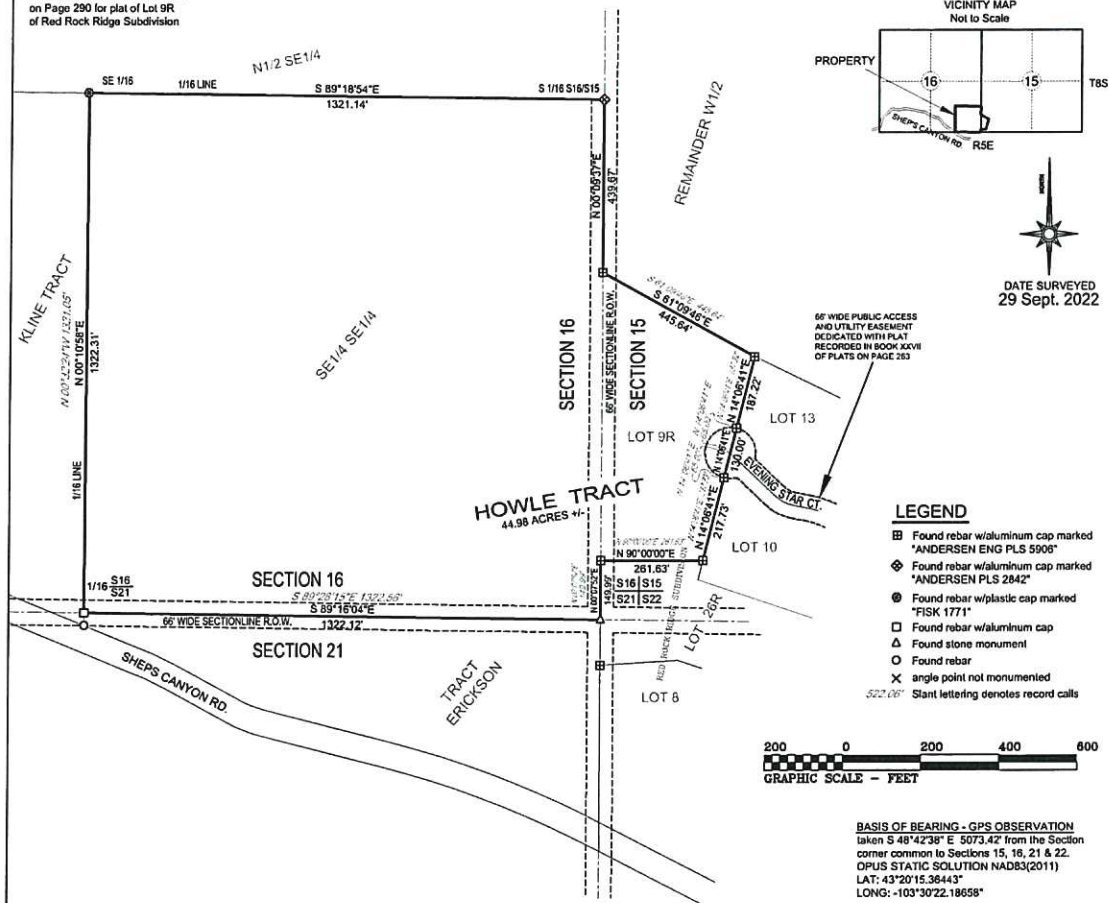
Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

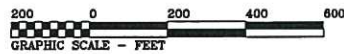
Sue Ganje, Auditor
Fall River County Auditor

A PLAT OF
**HOWLE TRACT, LOCATED IN THE SE1/4 SE1/4 OF SECTION 16,
 AND THE SW1/4 SW1/4 OF SECTION 15, ALL IN T8S, R5E, BHM,
 FALL RIVER COUNTY, SOUTH DAKOTA**
 FORMERLY LOT 9R OF RED ROCK RIDGE SUBDIVISION, AND THE SE1/4 SE1/4 OF SECTION 16

NOTE: See Book XXVII of Plats on Page 290 for plat of Lot 9R of Red Rock Ridge Subdivision



- LEGEND**
- ▣ Found rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
 - ◆ Found rebar w/aluminum cap marked "ANDERSEN PLS 2842"
 - Found rebar w/plastic cap marked "FISK 1771"
 - Found rebar w/aluminum cap
 - Found stone monument
 - Found rebar
 - × angle point not monumented
 - 522.06" Stant lettering denotes record calls



BASIS OF BEARING - GPS OBSERVATION
 taken S 48°42'38" E 5073.42' from the Section corner common to Sections 15, 16, 21 & 22.
 OPUS STATIC SOLUTION NAD83(2011)
 LAT: 43°20'15.38443"
 LONG: -103°30'22.18658"

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 ___, 2022.

 John D. McBride, SDRLS No. 5906

CERTIFICATE OF COUNTY TREASURER
 I, Fall River County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.
 Dated this ___ day of ___, 2022.

 Fall River County Treasurer

STATE OF _____, COUNTY OF _____
 L&S Real Estate Holdings, LLC, does hereby certify that it is the owners of the within described lands and that the within plat was made at its direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2022.

 Gary Howle, Manager of L&S Real Estate Holdings, LLC

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 ___, 2022.

 Director of Equalization of Fall River County

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF _____, COUNTY OF _____
 On this ___ day of ___, 2022, before me, the undersigned officer, personally appeared Gary Howle, who acknowledged himself to be the Manager of L&S Real Estate Holdings, LLC, a Limited Liability Company, and that he, as such Manager being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as member.
 IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public
 My commission expires _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
 Whereas, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore,
BE IT RESOLVED that said plat is hereby approved in all respects.
 Dated this ___ day of ___, 2022.

 Chairperson, Fall River County Board of Commissioners

CERTIFICATE OF COUNTY AUDITOR
 I, Fall River County Auditor, do hereby certify that the above instrument is a true and correct copy of the resolution adopted by the Board of County Commissioners of Fall River County, South Dakota, at a meeting held on the ___ day of ___, 2022.

 Fall River County Auditor

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: _____

OFFICE OF THE REGISTER OF DEEDS
 Filed for record this ___ day of ___, 2022, at ___ o'clock ___ M, and recorded in Book ___ of Plats on page _____

Fall River County Register of Deeds

Presented by
ANDERSEN ENGINEERS
Land Surveyors

Drawn by RW	Date 11/29/2022	P.O. Box 446 Edgemont, SD 57735
Approved by McB	Date 12/5/2022	(605)-662-5500 andersenengineers@gwtc.net
Scale 1"=200'	Sheet 1 of 1	File Name: TR_ERICKSON

FALL RIVER COUNTY RESOLUTION #2023-

**A PLAT OF HOWLE TRACT,
LOCATED IN THE SE1/4SE1/4 OF SECTION 16 AND SW1/4SW1/4 SECTION 15, ALL IN
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.

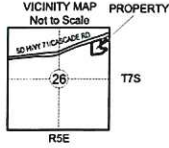
Dated this 21st day of September, 2023.

Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

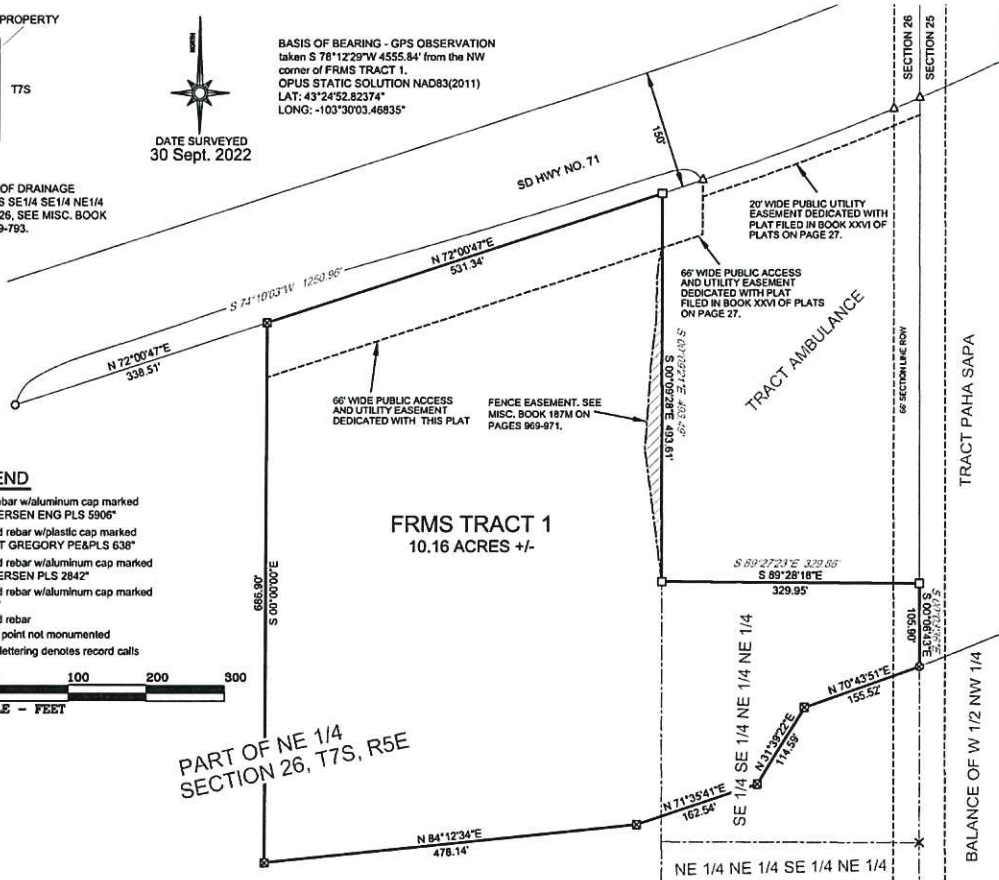
Sue Ganje, Auditor
Fall River County Auditor

A PLAT OF
FRMS TRACT 1, LOCATED IN THE NE 1/4 OF SECTION 26, T7S, R5E,
BHM, FALL RIVER COUNTY, SOUTH DAKOTA



BASIS OF BEARING - GPS OBSERVATION
 taken S 78°12'29"W 4555.84' from the NW
 corner of FRMS TRACT 1,
 OPUS STATIC SOLUTION NAD83(2011)
 LAT: 43°24'52.82374"
 LONG: -103°30'03.46935"

NOTE: FOR GRANT OF DRAINAGE
 EASEMENT ACROSS SE 1/4 SE 1/4 NE 1/4
 NE 1/4 OF SECTION 26, SEE MISC. BOOK
 185M ON PAGES 789-793.



LEGEND

- ☐ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
- ⊙ Found rebar w/plastic cap marked "CLINT GREGORY PE&PLS 638"
- ☐ Found rebar w/aluminum cap marked "ANDERSEN PLS 2842"
- △ Found rebar w/aluminum cap marked "DOT"
- Found rebar
- × angle point not monumented
- 322.06' Slant lettering denotes record calls



PART OF NE 1/4
 SECTION 26, T7S, R5E

CERTIFICATE OF SURVEYOR

I, Dustin M. Ross, Registered Land Surveyor No. 13405 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.

Dustin M. Ross, SDRLS No. 13405

STATE OF _____ COUNTY OF _____

The Paha Sapa Foundation, does hereby certify that it is the owner of the within described lands and that the within plat was made at its direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2023.

(TRUSTEE)

ACKNOWLEDGMENT OF OWNERSHIP

STATE OF _____ COUNTY OF _____
 On this the ___ day of ___, 2023, before me, the undersigned officer, personally appeared _____, Trustee of Paha Sapa Foundation, 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 _____

STATE OF _____ COUNTY OF _____

Fall River Health Services, does hereby certify that it is the owners of the within described lands and that the within plat was made at its direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2023.

Fall River Health Services

ACKNOWLEDGMENT OF OWNERSHIP

STATE OF _____ COUNTY OF _____
 On this the ___ day of ___, 2023, before me, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the President of Fall River Health Services, a corporation, and that he/she, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as President.
 IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

My commission expires _____

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION

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

Director of Equalization of Fall River County

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

CERTIFICATE OF COUNTY TREASURER

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

Fall River County Treasurer

APPROVAL OF ACCESS BY ROAD AUTHORITY

The location of the existing access to the Highway or Street as shown herein is hereby approved. This access approval does not replace the need for any permits required by law, including Administrative Rule of South Dakota 70:09:0102.
 Dated this ___ Day of ___, 2023

SDDOT Authority

RESOLUTION OF THE CITY COUNCIL

Whereas there has been presented to the City Council of Hot Springs, South Dakota, the within plat of the above described lands, and it appearing to the Council that said plat conforms to the existing plats of said City, that the streets set forth therein conforms to the system of streets of the municipality, that all provisions of the subdivision regulations have been complied with, that all taxes and special assessments upon the tract have been fully paid, and that said plat and the survey thereof have been executed according to law, now therefore, BE IT RESOLVED, that said plat is hereby approved in all respects.
 Dated at Hot Springs, South Dakota this ___ day of ___, 2023.

Mayor

CERTIFICATE OF CITY FINANCE OFFICER

I, Finance Officer of the City of Hot Springs, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the City Council of Hot Springs, South Dakota at a meeting held on the ___ day of ___, 2023.

Hot Springs City Finance Officer

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS

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

Chairperson, Fall River County Board of Commissioners

CERTIFICATE OF COUNTY AUDITOR

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

Fall River County Auditor

Prepared by
ANDERSEN ENGINEERS
Land Surveyors

Drawn by DR	Date 10/3/2022	P.O. Box 446 Edgemont, SD 57735 (605)-662-5500
Approved by McB	Date 10/3/2022	andersenengineers@gwic.net
Scale 1"=100'	Sheet 1 of 1	File Name: FRMS_PLAT_2022

FALL RIVER COUNTY RESOLUTION #2023-

**A PLAT OF FRMS TRACT 1,
LOCATED IN THE NE1/4 OF SECTION 26, ALL IN T7S, R5E, BHM, FALL RIVER
COUNTY, SOUTH DAKOTA**

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

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

Dated this 21st day of September, 2023.

Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

Sue Ganje, Auditor
Fall River County Auditor

A PLAT OF
**SLBJN TRACT 1 AND SLBJN TRACT 2, LOCATED IN SECTION 20,
 T8S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA**
 FORMERLY LOT 3R AND LOT 4R

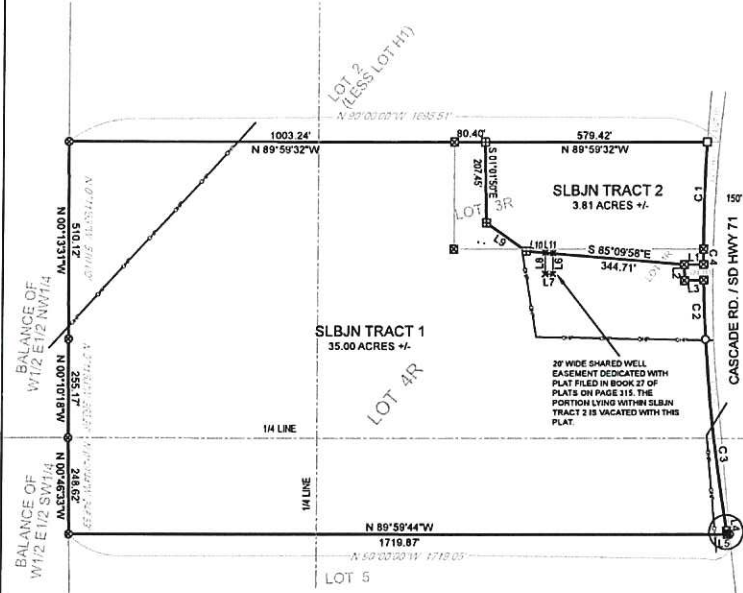
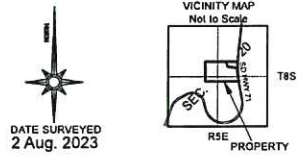
NOTE: See Book 27 of Plats on Page 315 for plat of Lots 3R and 4R of Section 20.

NOTE: See Book XV of Plats on Page 85 for plat of Lots 3 & 4 of Section 20.

NOTE: See Book XVIII of Plats on Page 3 for plat of Lot H1 in Lot 3

NOTE: See Book XVIII of Plats on Page 2 for plat of Lot H1 in Lot 4

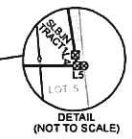
NOTE: See Misc. Book 129 on page 42 for a Right-Of-Way Easement across Lot 3.



BASIS OF BEARING - GPS OBSERVATION
 taken S 44°30'45"E 195.17' from the SE corner of SLBJN TRACT 1.
 OPUS STATIC SOLUTION NAD83(2011)
 LAT: 43°20'19.34401"
 LONG: -103°32'44.38943"



- LEGEND**
- Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
 - Found rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
 - Found rebar w/plastic cap marked "CLINT GREGORY PE/PLS 838"
 - Found rebar w/aluminum cap marked "HJS ENG LS 4133"
 - Found rebar
 - × Angle point not monumented
 - SLJ 100' Slant lettering denotes record calls
 - Overhead power line



Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	4658.66'	138.19'	276.31'	3°23'54"	1°13'48"	276.27'	S 01°38'51" W
C2	4658.66'	76.87'	153.73'	1°53'26"	1°13'48"	153.72'	S 01°59'07" E
C3	4661.16'	249.26'	498.04'	6°07'19"	1°13'45"	497.81'	S 06°37'03" E
C4	4658.66'	19.86'	39.71'	0°29'18"	1°13'48"	39.71'	S 00°17'50" E

Course	Bearing	Distance
L1	N 89°31'42" E	50.00'
L2	N 00°47'26" W	41.10'
L3	S 85°09'58" E	49.96'
L4	S 09°40'43" E	9.32'
L5	S 89°59'44" E	5.86'
L6	S 00°00'00" E	53.56'
L7	N 90°00'00" W	20.00'
L8	N 00°00'00" E	55.26'
L9	S 54°44'50" E	128.20'
L10	S 85°09'58" E	49.96'
L11	S 85°09'58" E	20.07'

CERTIFICATE OF SURVEYOR
 I, Dustin M. Ross, Registered Land Surveyor No. 13405 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.

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.

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

APPROVAL OF ACCESS BY ROAD AUTHORITY
 The location of the existing access to the Highway or Street as shown herein is hereby approved. This access approval does not replace the need for any permits required by law, including Administrative Rule of South Dakota 70:09:01.02.
 Dated this ___ day of ___, 2023.

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF _____, COUNTY OF _____
 On this ___ day of ___, 2023, before me, the undersigned officer, personally appeared Susan McPhail Pang, Trustee of The SLBJN 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.

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.

Notary Public
 My commission expires _____

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.

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.

Fall River County Auditor

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, Professional Engineering, & Environmental Consultants

Drawn by DRJRW	Date 9/14/2023	P.O. Box 446 Edgemont, SD 57735 (605)-662-5500
Approved by McB	Date 9/14/2023	andersenengineers@pvtc.net
Scale 1"=200'	Sheet 1 of 1	File Name: L3_S20_T8S_R5E

FALL RIVER COUNTY RESOLUTION #2023-

**A PLAT OF SLBJN TRACT 1 AND SLBJN TRACT 2,
LOCATED IN SECTION 20, ALL IN T8S, R5E, BHM, FALL RIVER COUNTY, SOUTH
DAKOTA, FORMERLY LOT 3R AND LOT 4R**

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 21st day of September, 2023.

Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

Sue Ganje, Auditor
Fall River County Auditor



Auditor Office <aud@frcounty.org>

Hey , could you put me on the agenda to discuss potential demolition of the Oxnard? I think the second meeting of Sept is the 21st. That would work.

1 message

Andrea Powers <edshedco@gmail.com>
To: **Bobbie Janis** <election@frcounty.org>

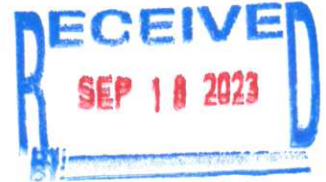
Tue, Aug 22, 2023 at 1:49 PM



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

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

September 11, 2023



Charles Weinreis
Hat Creek Ranch
12284 Horse Creek Loop
Edgemont, SD 57735

RE: Hat Creek Ranch Manure Management System
Certificate of Compliance and Permit Coverage

Dear Mr. Weinreis:

As you are aware, the department issues a Certificate of Compliance for manure management systems that have had plans and specifications approved and are constructed as designed. We have received a Notice of Completion for Phase 1 of your feedlot and are issuing you a Certificate of Compliance. Phase 1 includes the south component of the manure management system which includes a sediment basin, holding pond 1, and 51.4 acres of drainage area.

The Certificate of Compliance is for a 6,000 beef cattle operation with 51.4 acres of drainage area. The certificate shall remain in place until such time you change or expand your operation. Should you decide to change or expand your operation, you need to obtain approval of plans and specifications for any alterations or modifications to your manure management system. The plans and specifications have to be approved by this department prior to construction. Failure to do so will invalidate this certificate.

Also, you have completed the requirements to obtain state permit coverage for Phase 1 of your feedlot under the 2017 *General Water Pollution Control Permit for Concentrated Animal Feeding Operations* (general permit), **permit number SDG-100602**. I am granting coverage for Phase 1 of your feedlot under this permit. I have enclosed a copy of the permit. Please refer to this permit number in any future permit correspondence. You are required to operate in compliance with the terms and conditions of this permit.

Buffer zones are required around land application areas. Please review the buffer zone requirements on the land application maps included with the nutrient management plan in Appendix D of the enclosed permit prior to land applying manure.

Your permit and Certificate of Compliance are in the producer handbook I am sending you. The producer handbook was developed to assist you in meeting the requirements of the general permit.

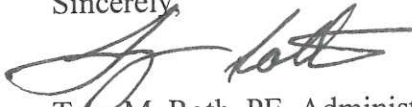
Charles Weinreis
Hat Creek Ranch
September 11, 2023
Page 2 of 2

Using this book will help you manage the documents and paperwork that you will need to complete and retain while operating your animal feeding operation. The book contains forms that you can use to comply with the permit's requirements and is organized to give you a place to put other required information like soil and manure testing lab report forms. You are required to keep all records for a minimum of five years. It is not mandatory that you use this handbook; however, it will assist you in organizing and maintaining the records that you are required to by the general permit.

The attached field list is an updated listing of the fields that are currently approved for manure or wastewater application. The attached map shows the location of each field. Please review this information and notify the department if any of the information is incorrect. If the enclosed field list and map are correct, please place them in your NMP.

We would like to thank you for your cooperation in ensuring protection of our natural resources. The department encourages you to remain in compliance by properly operating and maintaining your system.

Sincerely,



Troy M. Roth, PE, Administrator
Livestock Services Program
Phone: (605) 773-4647

cc: Steve Westerbuhr, PE, Settje Agri-Services (email)
Fall River County Commissioners



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

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

September 11, 2023

Charles Weinreis
Hat Creek Ranch
12284 Horse Creek Loop
Edgemont, SD 57735

RE: Hat Creek Ranch - State General Permit Application
As-built Plans and Specifications Review

Dear Mr. Weinreis:

The Department of Agriculture and Natural Resources (DANR) received an electronic copy of the as-built plans, specifications, storage capacity calculations, permeability tests results, and Notice of Completion for Phase 1 of your approved manure management system on May 30, 2023, August 15, 2023, and September 5, 2023. The manure management system is located in the North ½ of Section 27, Township 10 South, Range 4 East in Fall River County, South Dakota.

On May 23, 2022, the department approved the plans and specifications for a new open lot feeding a maximum of 9,000 beef cattle. Your approved manure management system consists of gravity piping, underground irrigation piping, diversion dikes or channels, two sediment basins, two holding ponds, and 79.5 acres of drainage area. Both approved sediment basins meet the requirements of the general permit and each basin has at least 180 days of solid storage capacity. The approved holding ponds meet the requirements of the general permit and are designed with at least 365 days of combined liquid storage capacity. Phase 1 includes the south component of the manure management system feeding a maximum of 6,000 beef cattle and a sediment basin, holding pond 1, and 51.4 acres of drainage area.

The as-built changes consist of the following:

- As-built plan sheets showing the constructed portions and drainage area for Phase 1;
- Signed and sealed soil boring logs and a signed and sealed plan sheet C-5 showing the location of the soil borings as required by the department's May 23, 2023, approval letter;
- As-built details for the splash chute, pond level markers, and the riser for the inlet pipe to holding pond 1; and
- As-built capacity calculations and SPAW model with additional concrete area to account for a processing building located near the southwest corner of the feedlot.

We have reviewed and hereby approve the as-built plans and permeability test results for your project.

An electronic copy of the as-builts plans will be made available to you for your use. If you are unable to access the files, please contact the department.

One copy of the as-built plans and storage capacity calculations are being kept for our files. Please replace the appropriate pages in your plans and specifications booklet with the revised pages enclosed with this letter and add any additional pages enclosed with this letter into your plans and specifications booklet.

If you plan to increase your maximum number of animals or make any modifications to your manure management system, you must obtain department approval prior to increasing your animal numbers or beginning any new construction. If you plan to make any modifications to your nutrient management plan that include a change in manure application method, the addition of land application fields, or a change in crop rotation, you must obtain department approval prior to making the change.

The remaining portions of the feedlot and the underground irrigation pipeline need to be completed by October 6, 2025, or approval of those components may be terminated.

Upon completion of future phases of construction, a Notice of Completion must be returned to the department. **You cannot confine beef cattle within your Phase 2 open lots, use the Phase 2 components to storage manure or process wastewater, or use the underground irrigation pipeline until an amended Certificate of Compliance is issued and updated coverage is granted under the 2017 state general permit for any remaining components of your approved manure management system. The department will issue an amended Certificate of Compliance and grant updated coverage under the 2017 state general permit for the remaining components after a Notice of Completion has been received and a satisfactory construction inspection has been conducted.**

Continued compliance is dependent upon you performing proper operation and maintenance activities. You will be liable for any noncompliance with applicable South Dakota environmental laws or regulations.

Our review covers works of sanitary significance and does not cover items such as quality of material, structural soundness, or electrical and mechanical design features. Approval of the plans and specifications does not in any way release the applicant from the responsibility that the project will be an operable facility when construction is completed.

You are responsible for contacting the local planning and zoning office in the county where manure application will take place to determine if there are any local ordinances or requirements with which you need to comply. It is up to local government to enforce their local ordinances.

Charles Weinreis
Hat Creek Ranch
September 11, 2023
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If you have any questions regarding the content of this letter, please feel free to contact Abraham Waldner, Livestock Services Program at (605) 773-4647. Thank you for your cooperation.

Sincerely,



Neal J. Konda, PE, Natural Resources Engineer
Livestock Services Program
Phone: (605) 773-4647

cc: Steve Westerbuhr, PE, Settje Agri-Services (email)
Fall River County Commissioners

Enclosures: Construction Schedule Postcard
Notice of Completion Form