



**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, November 2, 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 – October 19, 2023
- Set Hearing for 2024 Liquor and Wine License renewals for November 16, 2023, at 9:30 am
- Pay increases as per Union Contract:
 - Rachel Hosterman, Sheriff Department Office Manager from \$18.50/hr to \$19.25/hr, effective 10/26/2023
 - Isnalawica Belt, Lead Deputy Sheriff from \$26.00/hr to \$26.75/hr, effective 11/3/2023
 - Sam Costa, Heavy Equipment Operator Highway Department from \$21.75/hr to \$23.00/hr plus \$25.00/month longevity effective 11/8/2023
- Hire approval for Cassidy March, Administrative Assistant, 4H Youth, \$16.00/hour, effective 11-6-23; possible action
- County assistance, death expense applications

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

9:05 Lyle Norton, Sheriff- Updates

9:10 Randy Seiler, Highway Superintendent

- Golden West Telecommunications-Permit to occupy highway right-of-way, GW Project Number: ID# 25903-T23407; possible action
- Golden West Telecommunications-Permit to occupy highway right-of-way, GW Project Number: ID# T23416-West side of Rathbun Rd; possible action
- Notice of resignation letter and Consulting Proposal from Crispeen Stover, Highway Office Manager; possible action
- Approach Permit for Mark Harned on WG Flats; possible action
- Updates

9:20 Andersen Engineers – Plats

- A plat of Lot 83 of Red Rock Ridge Subdivision, located in the NW1/4 of Section 15, T8S, R5E, BHM, Fall River County, South Dakota
- A plat of lot 37A and lot 37B of Sand Creek Reserve Subdivision, located in the E1/2 of Section 6, T9S, R8E, BHM, Fall River County, South Dakota, formerly Lot 37

9:25 Sue Ganje, Auditor -

- Agreement between Dakota State University and FR County - Security Assessment; possible action
- Sub-Recipient Agreement between FR County and SD Dept of Health – WIC Services; possible action

9:30 Dave Weishaupl-Building Superintendent-

10-26-23 Quote
Nelsons Oil and Gas
Mc Gas Propane
Hi-D-Way Oil & Gas

7,200 Gallons Propane
\$1.50/gallon
\$1.559/gallon
No Bid

- Quote from Golden West: 3 Yr SonicWall NSa 2700 3; possible action, \$5,680.26

9:35 Commissioners-

- Requested contribution of \$13,690.14 in support of the National Center for Public Lands from the Local Assistance and Tribal Consistency Fund money; possible action
- Discussion on proposed congressional law 'Right to Keep and Bear Arms Act'; possible action

9:45 Approve bills & break

9:50 Discussion regarding the intersection of US Hwy 18/385 and SD Hwy 79, commonly known as Maverick Junction or the Coffee Cup Travel Plaza); possible action

10:05 Dan Cullen-Veteran Service Officer-Present Quarterly Report; possible action

10:10 Michael Gouloff, Elevatus CEO, Doug Dukes, Sheriff (Ret.) Elevatus Project Executive of Justice and Dillon Redding, Elevatus Architectural Graduate - Introductions and questions on the Jail Feasibility Study

10:20 Public Comment

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 need 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.

The below Conference Call information is assigned for pre-arranged agenda items where the presenter is unavailable in person.

Conference Call information (if applicable): Call (848) 777-1212; Conference ID #37268689

FALL RIVER COUNTY UNAPPROVED MINUTES OF OCTOBER 19, 2023

The Fall River Board of County Commissioners met in regular session on October 19, 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 Russell, seconded by Allen, to approve the agenda as written.

Motion made by Russell, seconded by Allen, to approve the minutes of the County Commissioners for October 5, 2023.

Motion made by Russell, seconded by Greenough, to approve the Auditor's Account with the Treasurer for September 2023 as follows:

AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

TO THE HONORABLE BOARD OF FALL RIVER COUNTY COMMISSIONERS:

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 30th day of September 2023.

Total Amount of Deposit in First Interstate Bank, HS:	\$	1,886,691.64
Total Amount of Cash:	\$	2,396.07
Total Amount of Treasurer's Change Fund:	\$	900.00
Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:	\$	34,431.00
SAVINGS:		
#4) First Interstate Bank, HS:	\$	1,238,466.71
CERTIFICATES OF DEPOSIT:		
#8) Black Hills Federal Credit Union, HS:	\$	250,000.00
#14) Schwab Treasury:	\$	95,765.85
#15) First National Bank, Lead:	\$	321,631.87
#21) Schwab Treasury 2 Yr:	\$	269,573.13
#22) Schwab Treasury 2 Yr:	\$	978,304.69
#23) Schwab Treasury 2 Yr:	\$	980,468.75
#24) Schwab Treasury 2 Yr:	\$	2,056,609.38
#25) Schwab Treasury 3 Yr:	\$	1,929,375.00

#26) Schwab Treasury 4 Yr:	\$	1,012,462.97
#27) Schwab Treasury 2 Yr:	\$	976,303.13

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

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

RETURNED CHECKS:

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

TOTAL \$ 12,034,898.97

Dated This 30th Day of September 2023.

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

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

County Monies	\$	10,907,335.97
Held for other Entities	\$	810,095.33
Held in Trust	\$	317,467.67
TOTAL	\$	12,034,898.97

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

Motion made by Russell, seconded by Cope, to surplus a broken chair, asset tag #01959, from 24/7 Department to junk.

Motion made by Cope, seconded by Russell, to accept the petition for Woodland Rd Road District and set an Election for November 14, 2023, to begin at 5pm.

Motion made by Russell, seconded by Greenough, to approve the removal of deceased individuals with County liens, being the 3rd batch as follows:

RECEIPT NAME	BALANCE	RECEIPT NAME	BALANCE
Addison, Eddie	\$945.55	Evans, Anna Marie	\$640.77
Alexander, Jayme	\$2,360.53	Handy, Keaven	\$1,900.00

Alexander, Nova	\$251.70	Meyer, Mitch	\$479.20
Anderson, Michael Thomas	\$1,641.71	Moran, Robert Jr	\$5,181.16
Ashley, Tamera	\$995.81	Nelson, Steven	\$1,970.00
Brafford, Kathy	\$574.05	Pachowicz, Memory	\$250.00
Bromm JR, James	\$110.00	Taylor, Larry	\$2,510.29
Crosby, Gary	\$1,900.00	Vlasek, Timothy	\$1,900.00
Drapeaux, Luckie	\$123.50	Waddell, Jasper	\$1,900.00
Elmquist, Deanna	\$140.00	Williams, Byron	\$920.76
		Total	\$26,695.03

Motion made by Russell, seconded by Greenough, to make a motion to postpone until the next meeting, authorization for Lance Russell, State's Attorney, to proceed with the eviction action on Laura Sedlacek at the physical address of 406 6th Ave, Edgemont, SD with the legal description of N50' of Lots 1, 2 & 3, Block 9, Stewart's Addition to Edgemont, Fall River, South Dakota. The 3 Day Notice to Quit has been served by Law Enforcement. The Board wants to have Lance Russell, SA present to provide an explanation regarding this agenda item.

There were no County Assistance applications.

Lyle Norton, Sheriff, met with the Board with updates including the following jail count: 23 inmates, 15 male and 4 females with 1 additional male and 3 additional females being held in Pennington County. He gave a reminder to the Board that Elevatus would be here on November 2nd and 3rd, 2023 to talk with them individually regarding the feasibility study.

Frank Maynard, Emergency Manager, met with the Board. Motion made by Russell, seconded by Cope, to approve the purchase of a new desktop computer for Gary Baker, Assistant Emergency Manager, in the amount of approximately \$1,100.00 which he has in his budget, and it is LEPC eligible.

Maynard noted that he had provided maps indicating the proposed Ekert Well Repeater coverage area and the Oelrichs Water Tower Repeater coverage area in the Board's packets, as requested. The maps provided did not clearly show the coverage areas, and the Board asked for better maps. Maynard will reach out for better versions of the maps. Maynard then reported on fires and incidents.

Randy Seiler, Highway Superintendent, met with the Board to present fuel quotes and provide updates.

Motion made by Russell, seconded by Allen to accept the only bid for 8,000 gallons of #2 Diesel from Nelsons Oil & Gas for \$3.70/gallon. Vollan Oil and MG Oil did not provide a bid.

Seiler noted that he had been asked to consider an approach permit from an individual South of Smithwick on Smithwick Road. After further discussion, Russell indicated that they probably shouldn't allow any, due to a previous decision to disallow any more. Sue Ganje, Auditor, will look for the minutes/resolution that reflects that. The Highway Department will be bringing the trucks in to the shop to install the sanders to be ready for potential inclement weather. All the gravel has been hauled from the Solar Farm. The culvert was installed on 79C. They are blading and mowing now. Russell asked that something

be done for the Smithwick Road where it turns from pavement to gravel. Seiler stated that they will be putting some cold mix at the end of the pavement to fill the holes to fix the road.

Joe Falkenburg, Chairman, spoke regarding the eminent domain legislation. County Commissioners from other areas, along with Fall River County, voiced their disagreement regarding use of eminent domain by private entities such as the Carbon Capture Pipeline, or other private entity projects. Falkenburg pointed out that, by getting involved, it helped to keep this from happening.

The Supplement and Contingency Hearing occurred at 9:30 am. Ganje explained the needs and reasons for the supplements and transfers. Motion made by Russell, seconded by Allen, to approve Fall River County Resolution #2023-39 Supplemental Budget 2023, # 1 and Contingency Transfer 2023, #1.

Jerry Stearns, Provo Area Water System, met with the Board to request board concurrence on the proposed increase of water rates.

Motion made by Greenough, seconded by Russell, to approve the new Provo Area Water System water rates as follows: the meter rate is currently \$35.00/month and will raise to \$45.00/month for ag land users and is currently \$30.00/month and will raise to \$40.00/month for residential customers in Igloo and Provo and will include the first 2,000 gallons of water; the current water usage rate is \$2.50/1,000 gallons and will raise to \$3.50/1,000 gallons for ag land users and is \$4.00/1,000 gallons for residential after the first 2,000 gallons.

Shirley Schumacher, local Oral area resident, met with the Board in Peggy Sanders' absence regarding the issues with a few of the residents in Oral to include, but not limited to the lack of septic systems in a flood plain, overcrowding of vehicles, lack of trash services, etc. Deb Russell, Vice-Chairwoman, advised that she had spoken with Lance Russell, State's Attorney. He is working with the State of South Dakota on this matter and will pursue legal action at the appropriate time.

John McBride and Dustin Ross, Andersen Engineers, met with the Board. For the commissioners information, they presented the SD Codified laws that govern platting of lots and land, noting that not approving a plat may result in a lawsuit.

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

FALL RIVER COUNTY RESOLUTION #2023-40

**GWTC TRACT 1, LOCATED IN THE SE1/4NE1/4SW1/4 OF SECTION 16, 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 19th day of October, 2023.

/S/ Joe Falkenburg

Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

/S/ Sue Ganje
Sue Ganje, Auditor
Fall River County Auditor
Roll call was taken, with all voting yes, motion carried.

Motion made by Russell, seconded by Allen, to approve the following plat:
FALL RIVER COUNTY RESOLUTION #2023-41

**OUTLOT E NORTH AND OUTLOT E SOUTH, LOCATED IN THE SW1/4 OF SECTION 12,
T7S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA
Formerly Outlot 3 of Tract M, less lot H-3**

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 19th day of October, 2023.

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

ATTEST:

/S/ Sue Ganje
Sue Ganje, Auditor
Fall River County Auditor
Roll Call was taken, with all voting yes, motion carried.

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

GENERAL FUND		
CURA HOSPITALITY	INMATE MEALS	\$17,310.47
A-Z SHREDDING INC	SHREDDING	\$56.85
BLACK HILLS CHEMICAL	SUPPLY	\$74.26
BILBRUCK, TYLER	BLOOD DRAW TECH	\$225.00
CENTURY BUSINESS LEASING	COPIER LEASE & USAGE	\$321.01
CHEYENNE SANITATION	SANITATION COLLECTION	\$376.73
COLBATH & SPERLICH, PC	CAAF	\$27,825.59
CULLIGAN SOFT WATER	RENTAL/SUPPLY	\$223.50

FALL RIVER HEALTH	VICTIM FORENSIC	\$842.77
FALL RIVER HEALTH SERVICE	INMATE MEDICAL	\$2,836.40
FALL RIVER COUNTY HERALD	PUBLICATION	\$275.22
GALLS	CLOTHING ALLOWANCE	\$133.97
GOLDEN WEST	PHONE BILL/LONG DIST	\$2,182.78
CITY OF HOT SPRINGS	CITY WATER BILL	\$709.43
HUSTEAD LAW OFFICE, P.C.	CAAF & QMHP/MI	\$5,165.39
LYNNS DAKOTAMART	SUPPLY	\$117.62
LYNN'S DAK. MART PHARMACY	INMATE PHARMACY	\$482.87
MARTY'S TIRE & AUTO BODY	REPAIR/SERVICE	\$155.00
MASSA DENTAL OFFICES PC	INMATE DENTAL	\$166.00
MASTEL, BRUCE	DATABASE SETUP & MON	\$35.00
MASTERCARD	COUNTY CREDIT CARD	\$2,685.07
MAVERICK TIRE & AUTO	SERIVCE	\$47.26
MEDICAL WASTE TRANSPORT	MEDICAL WASTE REMOVAL	\$189.30
MICROFILM IMAGING SYSTEMS	SCANNING EQUIP LEASE	\$140.00
MONUMENT HEALTH	INMATE MEDICAL	\$197.36
MONUMENT HEALTH SERVICES	MORGUE FEE	\$461.00
QUADIENT FINANCE USA, INC	POSTAGE	\$874.95
NICHOLAS TOWING	IMPOUNDED	\$329.50
ONSITE FIRST AID, LLC	FIRST AID/AED	\$331.75
PENNINGTON COUNTY JAIL	INMATE HOUSING PENNI	\$3,705.00
PENNINGTON COUNTY JAIL	TRANSPORT	\$1,123.16
QUALITY INN PIERRE	HOTEL/GRANT WRITING	\$150.00
CITY OF RAPID CITY	BLOOD ANALYSIS	\$640.00
SDACC	CATASTROPHIC LEGAL P	\$1,122.00
SD DEPARTMENT OF HEALTH	BLOOD DRAW ANALYSIS	\$1,330.00
SD DEPT OF REVENUE	AUTO/MI STATE REMITT	\$2,367.96
SERVALL	RUGS AND MATS SERVIC	\$566.79
SIG SAUER INC.	FIREARM	\$1,031.82
SOFTWARE SERVICES INC	SOFTWARE SERVICES	\$1,408.00
SONNY'S SUPER FOODS	INMATE SUPPLY	\$40.78
SOUTHERN HILLS LAW PLLC	CAAF	\$5,094.27
THOMSON REUTERS	SUBSCRIPTION	\$155.00
WYNDHAM GRAND PITTSBURGH	NATIONAL 4H CONFEREN	\$323.19
HENRY, VALERIE	WITNESS FEE & MILEAG	\$21.53
LIVESAY, CHRISTIAN SNOW	WITNESS FEE & MILEAG	\$14.08
MESTON, TIMOTHY	WITNESS FEE & MILEAG	\$22.04
MULLINS, JOSH	WITNESS FEE & MILEAG	\$50.60
VAN EATON, WYATT	WITNESS FEE	\$20.00
WASSERBERGER, WADE	WITNESS FEE & MILEAG	\$50.60
GRAVES, JAXSON	WITNESS FEE & MILEAG	\$34.28
DURROH, AALIYAH	WITNESS FEE & MILEAG	\$85.28
	TOTAL FOR GENERAL FUND	\$84,128.43
COUNTY ROAD & BRIDGE		

CHEYENNE SANITATION	SANITATION COLLECTIO	\$79.00
CITY OF EDGEMONT	CITY OF EDGEMONT WAT	\$87.40
FALL RIVER COUNTY HERALD	PUBLICATION	\$121.54
GOLDEN WEST	PHONE BILL/LONG DIST	\$265.14
CITY OF HOT SPRINGS	CITY WATER BILL	\$49.58
MASTERCARD	COUNTY CREDIT CARD	\$45.74
QUALITY INN PIERRE	HOTEL/GRANT WRITING	\$150.00
	TOTAL FOR COUNTY ROAD & BRIDGE	\$798.40
911 SURCHARGE REIMB		
GOLDEN WEST	PHONE BILL/LONG DIST	\$849.65
MASTERCARD	COUNTY CREDIT CARD	\$502.63
SIMUNEK, TRINA	CLOTHING ALLOWANCE	\$109.77
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	\$1,462.05
EMERGENCY MGT		
GOLDEN WEST	PHONE BILL/LONG DIST	\$164.13
MASTERCARD	COUNTY CREDIT CARD	\$18.00
QUADIENT FINANCE USA, INC	POSTAGE	\$0.63
RUSHMORE COMMUNICATIONS	SERVICE	\$1,567.90
SD FEDERAL PROPERTY AG	CHAIRS FOR S.ANNEX M	\$120.00
	TOTAL FOR EMERGENCY MGT	\$1,870.66
24/7 SOBRIETY FUND		
DRUG TESTS IN BULK	SUPPLY	\$1,371.55
	TOTAL FOR 24/7 SOBRIETY FUND	\$1,371.55
M & P RELIEF		
MICROFILM IMAGING SYSTEMS	SCANNING EQUIP LEASE	\$75.00
	TOTAL FOR M & P RELIEF	\$75.00
COURTHOUSE BUILDING FUND		
SPOT WRANGLERS	INSTALLMENT NEW FLOOR	\$3,300.00
TEM-TECH	NEW BOILER FOR CH	\$82,000.00
WILSON ELECTRIC	ELECTRICAL SERVICE	\$800.02
	TOTAL FOR COURTHOUSE BUILDING FUND	\$86,100.02
	TOTAL FOR BILLS PAID BETWEEN 10/6 & 10/19/2023	\$175,806.11

Break was taken at 9:45 am. The meeting resumed at 9:55 am.

Public comment was heard from Timi Burdette, Oelrichs Town Board President, to address the Board's concerns on a property with an abundance of junk, and of the RV park that is no longer being used for short term RV camping as intended, but for more permanent RV parking. The Board advised Timi Burdette to work with their Town attorney. Highway Superintendent Seiler came back during public

comment to inform the Board that he had spoken with Rich Zacher, SDDOT Area Engineer, who noted that the construction will not get to the Courthouse until next year, but there will be access to the courthouse. The handicapped parking space directly in front of the Courthouse. Seiler also noted that he spoke with Diane Newham regarding the Igloo area roads and that the State had not gotten a signed easement yet, so there is no new information at this time.

Lily Heidebrink, Director of Equalization, met with Board to provide updates. Sam Kipp has completed and passed his Use/Pap, his 5 Self-study workbooks and his Basics school. He is planning to take the Certified Appraiser/Assessor examination the beginning of November. After that he will be a Certified Assessor. She also provided a verbal report on her recent training, which included how to use sales ratios and statistics to better analyze the annual sales data that is used to calculate property values. She learned how other counties do their sales verifications to determine if they are good sales or not.

Lastly, Heidebrink spoke to the Board that she will advertise for a data entry Administrative Assistant instead of a Certified Assessor due to the small number of applicants that have applied for the Assessor job. Then, if interested, they could train to become an Assessor. The Board said that they would support that approach.

Motion made by Russell, seconded by Allen, to go into executive session at 10:09 am to discuss personnel as per SDCL 1-25-2 (1).

The Board came out of executive session at 10:50 am.

No action was taken on hire approval for an Administrative Assistant for the Extension Department.

Motion made by Allen, seconded by Russell, to adjourn at 10:51 am.

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

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

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

TO: THE BOARD OF COUNTY COMMISSIONERS

DATE: 10/26/2023

FALL RIVER COUNTY,
HOT SPRINGS, SOUTH DAKOTA

GW PROJECT NUMBER: 25903 - T23407

Application is hereby made by Golden West Telecommunications, South Dakota for permit to occupy highway right-of-way located from: An existing vault near 11450 Plains Creek Rd

To: the driveway to 11466 Plains Creek Rd

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

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

The following information is pertinent to the proposed installation:

1. Intended usage or rating: to provide service to the residence at 11466 Plains Creek Rd
2. Pipe size, cable size and type: Cable: BFO 6; Duct: Sch 40 PVC
3. Outside diameter: Cable: 0.48" O.D.; Duct: 1.660" O.D.
4. Maximum pressure at which pipeline will be operated: N/A
5. Size and Type of metal casing: N/A
6. Minimum depth of cable or pipeline: 36"
7. Casing will be installed by minimum size boring and will extend from toe of in-slope to toe of in-slope.
8. This installation will comply with the most recently adopted ASA, Code for Gas Transmission and Distribution Pipe systems or the National Safety Code. Marker sign(s) will be installed where appropriate.

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

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

APPROVED _____ 20__

SUBMITTED 26-Oct _____ 20__ 23

County Chairman

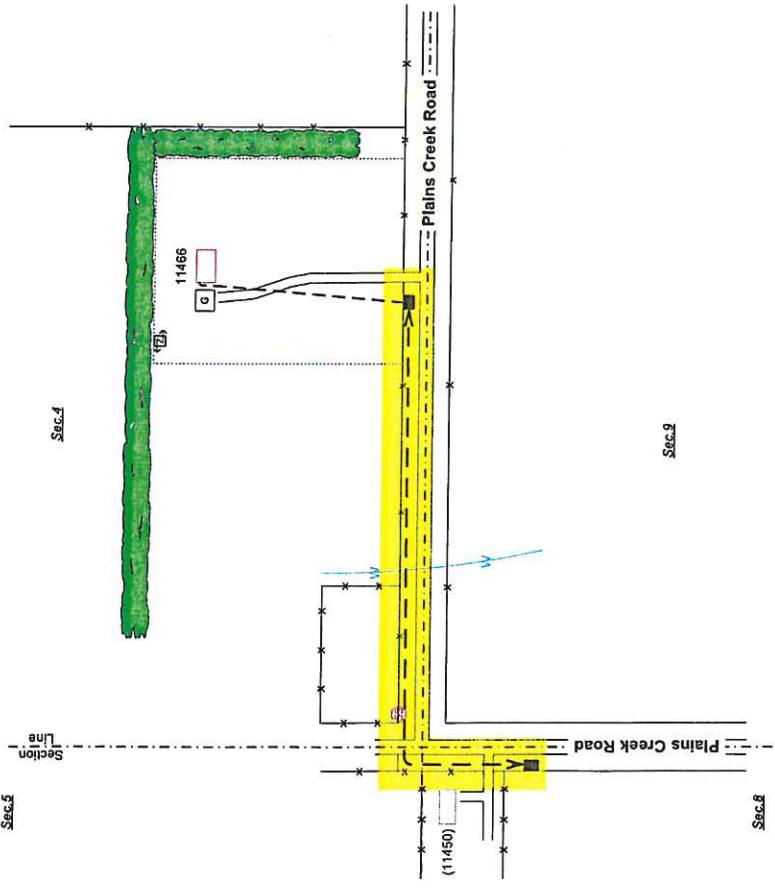
Golden West Telecommunications

County Auditor

By Mickie Abell Mickie Abell

Right-of-Way Specialist

Title



CONFIDENTIAL

Proposed Cable Route



State: South Dakota
 County: Custer
 Twp: 10S
 Range: 3E

As Staked

Staked By:	IS	Date:	10-17-23
Revised By: <td>MS</td> <td>Date:</td> <td>10-18-23</td>	MS	Date:	10-18-23
Revised By:		Date:	
Revised By:		Date:	
Revised By:		Date:	
As Staked By:		Date:	

Golden West Telecommunications
 Name: Fall River Co Hwy
 W/O: Edgemont 733407
 Etc: Edgemont
 Route: Plains Creek Rd
 ROW: Public and Private

Drawing Not To Scale
 Sheet 1 of 1

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

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

TO: THE BOARD OF COUNTY COMMISSIONERS

DATE: 10/30/23 FALL RIVER COUNTY, Hot Springs, SOUTH DAKOTA

Application is hereby made by Golden West Telecommunications, South Dakota for permit to occupy highway right-of-way located from: West side of Rathbun Rd and SD Highway 71 intersection.
To: Eastside of Rathbun Rd to fence line of 27518 Cascade RD.

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

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

The following information is pertinent to the proposed installation:

1. Intended usage or rating: Fiber Optic Telephone and Cable TV Service
2. Pipe size, cable size and type: 1.25" and 1" HDPE Duct with Fiber Optic cable within
3. Outside diameter: 1.5" & 1.25" OD respectively
4. Maximum pressure at which pipeline will be operated: N/A
5. Size and Type of metal casing: N/A
6. Minimum depth of cable or pipeline: 32"
7. Casing will be installed by minimum size boring and will extend from toe of in-slope to toe of in-slope.
8. This Installation will comply with the most recently adopted ASA, Code for Gas Transmission and Distribution Pipe systems or the National Safety Code. Marker sign(s) will be installed where appropriate.

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

Future adjustments and maintenance will be in accordance with State and Federal Laws and Regulations and will be performed at no cost to the County or the Federal Government.

APPROVED _____ 20_____

SUBMITTED October 30, _____ 2023

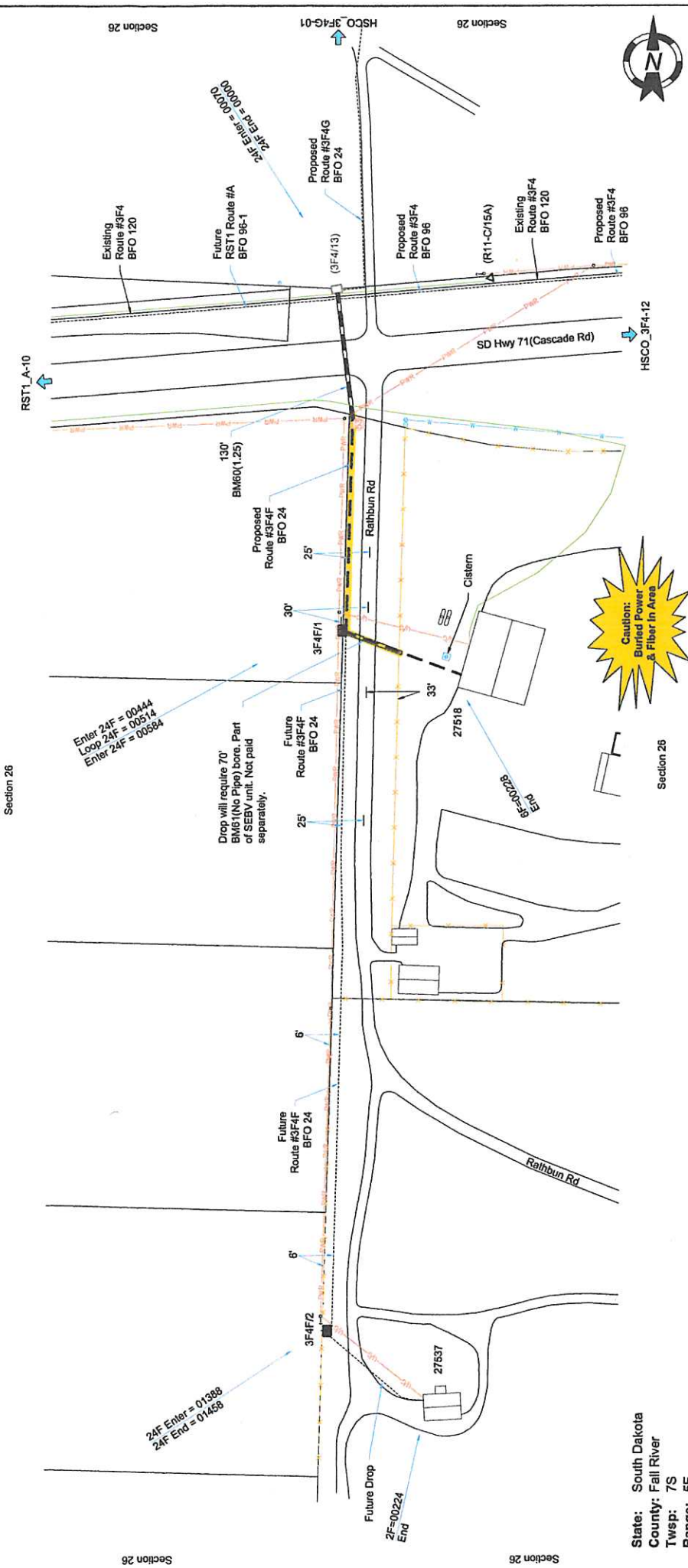
County Chairman

Travis Velk

County Auditor

By Travis Velk

Field Engineer
Title



As Staked
Golden West
Telecommunications
 Name: HSCO_3F4-01
 WO: Hot Springs T23416
 Erch: Hot Springs
 Section: 28 Route: 3E4F
 ROW:

Staked By:	R/J	Date:
Revised By:		Date:
Revised By:		Date:
Revised By:		Date:
Plowed By:		Date:
As Built By:		Date:

From	To	PType	Units	Feet	BM	HBFO	HO	NID	Remarks
(3F4/13)	3F4F1	BHF(25x28x30)T	BFO 24	384	2(5/8)B	1	(2-24)(8F)	1	4
	3F4F1		BFO 241	130	53	1			
	3F4F1			55	55	1			
	3F4F1			60(1.25)	130				
3F4F1	27518 Cascade Rd		SEO 8(1)-300	1	61(1.25)	70			(ONT)
	27518 Cascade Rd		SEBV(1)(1.25)	142	83	1			

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

Scale: 1" = 100'
 Sheet 1 of 1

Section 26

Section 26

Enter 24F = 00444
 Loop 24F = 00514
 Exit 24F = 00584

24F Enter = 01388
 24F End = 01458

Drop will require 70'
 BMB (No Pipe) bore. Part
 of SEBV unit. Not paid
 separately.

Caution:
 Buried Power
 & Fiber in Area

State: South Dakota
 County: Fall River
 Twp: 7S
 Range: 5E

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

On this date 10/27/23, the Applicant hereby applies to the Fall River County Highway Department for permission to construct an approach road connection to the West side of (road name) WG Flats Loop (road #) 2B1 approximately at 14465 WG Flats. The road approach will serve a Residence and will be (residence, church, business, etc.) constructed between 11/3/23 and 11/17/23 at (beginning date) (completion date)

applicant's expense.

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

Name: Mark Harned Address: 14426 Oral Loop, Oral, S.D. 57166
Phone #: 618-676-7643 Signed: Mark Harned
(Property Owner)

TO BE COMPLETED BY FALL RIVER COUNTY HIGHWAY DEPARTMENT

Permit # : _____
MO/DY/YR

PRELIMINARY INSPECTION: Date _____ By: _____

Culvert Diameter _____ Culvert Length _____

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

Remarks: _____

PERMIT: _____ APPROVED _____ DENIED _____

Date: _____
Superintendent/Foreman



Crissy Stover
Fall River County Hwy Dept.
Office Manager

TO: Fall River County Hwy Department-Randy Seiler Hwy Supt.
ATTN:FALL RIVER COUNTY COMMISSIONERS

RE: Resignation
Proposal: Consultant Work & Fee's

Good morning,

I have given my two weeks' notice as of 10/19/2023, my last day will be 11/2/2023. I have accepted an offer at the V.A. It has been a pleasure working with Fall River County. I am grateful for the opportunity to have worked with you. Out of respect to the County I would like to make sure that the County will not be adversely affected by my transition leaving. So, I have agreed to stay on as a Consultant for Fall River County for the Hwy Dept. if/when I am needed weekly for my services:

Processing Timecards

Accounts Payable

Email Inquires

Training in DWARE & CRISIS TRACK/DATA MANAGEMENT SOFTWARE for FEMA Claims-(Highway Department and Emergency Management have been working close together to input information and data into CRISIS TRACK so Fall River County can identify disaster cost and complete FEMA paperwork for faster disaster assistance) Training has been thru the SD Dept. of Transportation & Emergency Management.

I would also be available to help the GRANT WRITING group when a need should arise.

My flat rate would be at \$30/hr. weekly not exceeding 15/hrs to include:

Training New Employee

CRISIS TRACK information & Data Input

Thank You,
Crispeen Stover

RECEIVED
OCT 26 2023

BY:



November 2nd Pay Raises

1 message

Julie Tomlinson <payroll@frcounty.org>

Thu, Oct 19, 2023 at 10:52 AM

To: Auditor Office <agenda@frcounty.org>, Sue Ganje <Sue.Ganje@state.sd.us>

Bobbie,

Rachel Hosterman 10/26/23 from \$18.50 to \$19.25 as per union contract.

Isnalawica Belt 11/3/23 from \$26.00 to \$26.75.

Sam Costa 11/8/23 from \$21.75 to \$23.00 plus \$25 Longevity.

These need to be on the next agenda, please.

Thank you,

Julie Tomlinson

Fall River & Oglala Lakota County
Auditor's Office

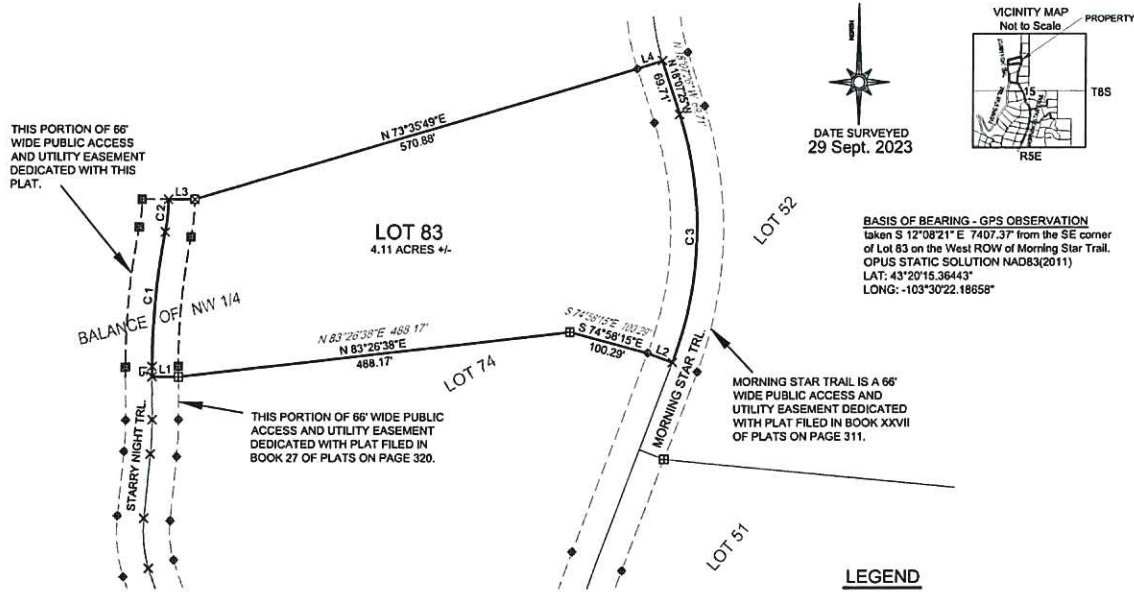
Payroll/Accounts Payable

906 N. River Street

Hot Springs, SD 57747

(605) 745-5130

LOT 83 OF RED ROCK RIDGE SUBDIVISION, LOCATED IN THE NW1/4 OF SECTION 15, T8S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA



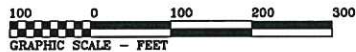
BASIS OF BEARING - GPS OBSERVATION
taken S 12°08'21" E 7407.37' from the SE corner
of Lot 83 on the West ROW of Morning Star Trail.
OPUS STATIC SOLUTION NAD83(2011)
LAT: 43°29'15.36443"
LONG: -103°30'22.16558"

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	824.82'	83.69'	166.80'	11°35'12"	6°56'47"	166.52'	N 05°12'36" E
C2	209.09'	20.29'	40.46'	11°05'08"	27°24'09"	40.39'	N 05°27'38" E
C3	459.90'	161.99'	311.50'	38°48'24"	12°27'29"	305.58'	N 01°16'48" E
C3	459.90'	161.99'	311.50'	38°48'24"	12°27'29"	305.58'	N 01°16'48" E

Course	Bearing	Distance
L1	N 89°56'01" E	33.00'
L1	N 89°32'55" E	33.00'
L2	S 69°19'04" E	33.00'
L2	S 69°19'04" E	33.00'
L3	S 89°54'27" E	33.00'
L4	N 71°52'37" E	33.00'
L5	N 00°35'00" W	12.40'

LEGEND

- Set rebar w/plastic cap marked "ANDERSEN ENG PLS 5906"
 - ◆ Found rebar w/plastic cap marked "ANDERSEN ENG PLS 5906"
 - ⊠ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
 - ⊡ Found rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
 - △ Found stone monument
 - × Angle point not monumented
- 322.06'* Slant lettering denotes record calls



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

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: _____

STATE OF SOUTH DAKOTA, COUNTY OF FALL RIVER

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

Steven L. Simunek (President)

**ACKNOWLEDGMENT OF OWNERSHIP
STATE OF SOUTH DAKOTA, COUNTY OF FALL RIVER**

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

Notary Public _____
My commission expires _____

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 ___.

Prepared by
ANDERSEN ENGINEERS
Land Surveyors

Drawn by RW	Date 10/3/2023	P.O. Box 446 Edgemont, SD 57735 (605)-662-5500
Approved by McB	Date 10/4/2023	andersenengineers@gwic.net
Scale 1"=100'	Sheet 1 of 1	File Name: 1A3 RED ROCK RIDGE

FALL RIVER COUNTY RESOLUTION #2023-_____

LOT 83 OF RED ROCK RIDGE SUBDIVISION, LOCATED IN THE NW1/4 OF SECTION 15, 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 2nd day of November, 2023.

Joe Falkenburg, Chairman
Fall River County Board of Commissioners

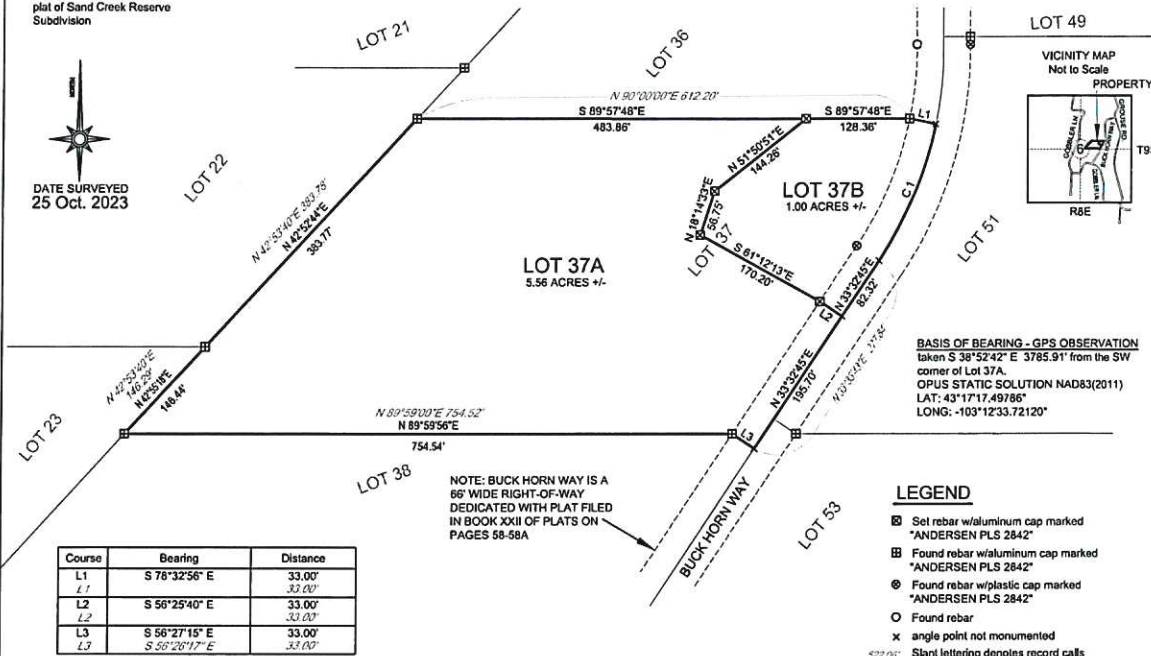
ATTEST:

Sue Ganje, Auditor
Fall River County Auditor

LOT 37A AND LOT 37B OF SAND CREEK RESERVE SUBDIVISION, LOCATED IN THE E1/2 OF SECTION 6, T9S, R8E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA

FORMERLY LOT 37

NOTE: See Book XXII of Plats on Pages 58-58A for plat of Sand Creek Reserve Subdivision



Course	Bearing	Distance
L1	S 76°32'56" E	33.00'
L1	S 32°00'00" E	33.00'
L2	S 56°25'40" E	33.00'
L2	S 33°00'00" E	33.00'
L3	S 56°27'15" E	33.00'
L3	S 56°26'17" E	33.00'

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	472.86'	92.70'	183.07'	22°10'57"	12°07'01"	181.93'	S 22°32'32" W
C1	474.25'	92.81'	183.39'	22°07'19"	12°04'07"	182.17'	S 22°30'04" W



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.

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.

Fall River County Treasurer

STATE OF _____ COUNTY OF _____

We, Thomas A. Spencer and Linda J. Spencer, do hereby certify that we are the owners of the within described lands and that the within plat was made at our direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.

Thomas A. Spencer

Linda J. Spencer

ACKNOWLEDGMENT OF OWNERSHIP

On this ___ day of ___, 2023, before me, a Notary Public, personally appeared Thomas A. Spencer and Linda J. Spencer, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.

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.

Director of Equalization of Fall River County

CERTIFICATE OF HIGHWAY AUTHORITY

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

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.

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

OFFICE OF THE REGISTER OF DEEDS

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

Fall River County Register of Deeds

Prepared by
ANDERSEN ENGINEERS
Land Surveyors

Drawn by RW	Date 10/26/2023	P.O. Box 446 Edgemont, SD 57735 (605)-662-5500 andersenengineers@gwic.net
Approved by McB	Date 10/27/2023	
Scale 1"=100'	Sheet 1 of 1	File Name: 137 SAND CREEK 2023

FALL RIVER COUNTY RESOLUTION #2023-_____

**LOT 34A AND LOT 37B OF SAND CREEK RESERVE SUBDIVISION, LOCATED IN
E1/2 OF SECTION 6, T9S, R8E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA,
FORMERLY LOT 37**

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 2nd day of November, 2023.

Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

Sue Ganje, Auditor
Fall River County Auditor



Security Assessment Agreement

This Agreement is made and entered into by and between Dakota State University, Madison, South Dakota (“DSU”) and Fall River County (“FALL RIVER COUNTY”), a political subdivision of the State of South Dakota, on this 23rd day of October 2023.

WHEREAS, DSU operates Madison Cyber Labs (“MadLabs”) which encompasses a variety of educational, research and development items related to cyber activity including identifying security flaws, along with analyzing and detecting cyber threats; and

WHEREAS, Project Boundary Fence is part of MadLabs at DSU; and

WHEREAS, Project Boundary Fence, a free resource for South Dakota county and city governments, seeks to assist county and city governments in securing networks from cyber attacks through external penetration testing on outward facing technology infrastructures; and

WHEREAS, Project Boundary Fence performs cybersecurity assessments in order to identify network vulnerabilities while also validating current security defenses; and

WHEREAS, FALL RIVER COUNTY seeks assistance from DSU in order for DSU, via Project Boundary Fence, to conduct a cybersecurity assessment of FALL RIVER COUNTY systems, networks and facilities (“System”) in order to determine whether potential weaknesses exist in said Systems; and

WHEREAS, in order to conduct a cybersecurity assessment of FALL RIVER COUNTY Systems, DSU, via Project Boundary Fence, may seek to bypass security mechanisms in order to attempt to gain access to FALL RIVER COUNTY Systems; and

WHEREAS, DSU, via Project Boundary Fence, is willing to assist FALL RIVER COUNTY in the performance of a cybersecurity assessment.

NOW THEREFORE, in consideration of and pursuant to the terms and conditions set forth herein, DSU hereby enters into this Agreement with FALL RIVER COUNTY, in order for DSU, via Project Boundary Fence, to conduct a cybersecurity assessment of FALL RIVER COUNTY System; and the parties agree to the following:

1. Project Boundary Fence will perform a cybersecurity assessment of FALL RIVER COUNTY System, which assessment will be completed in conformance with industry standards and best practices. Project Boundary Fence agrees to advise FALL RIVER COUNTY of any potential weaknesses with the FALL RIVER COUNTY System based upon the results of the cybersecurity assessment.
2. During the term of this Agreement, the FALL RIVER COUNTY grants to the below-listed members of DSU’s Project Boundary Fence cybersecurity assessment team permission to assess information security for the FALL RIVER COUNTY, including permission to attempt to bypass security mechanisms and gain access to protected systems or resources of the FALL RIVER COUNTY, utilizing social engineering methods with FALL RIVER COUNTY employees in order to induce said employees to disclose information, and engaging in other activities in order to assess whether FALL RIVER COUNTY System is vulnerable to security breaches.

The individuals with Project Boundary Fence, to whom permission is granted to complete the cybersecurity assessment, include the following:

- Tyler Flaagan, Assistant Professor of Computer & Cyber Science
- Aaron Baker, Penetration Tester
- DSU Student Employees for Project Boundary Fence

Should other members of Project Boundary Fence at DSU provide services under this agreement, DSU will provide written notice to FALL RIVER COUNTY of such individual. Any questions about the assessment provided pursuant to this Agreement, the cybersecurity assessment team, or the permission they have been granted may be directed to:

Sue Ganje
FALL RIVER COUNTY
906 N. River St
Hot Springs, SD 57747
605-745-5130

Additionally, the FALL RIVER COUNTY will provide DSU, via Project Boundary Fence, with a phone number where an authorized employee can be reached 24 hours per day during the term of this Agreement, to be used in the event DSU or Project Boundary Fence, is ever questioned by law enforcement regarding its access to, or attempts to access, the FALL RIVER COUNTY information.

Project Boundary Fence will perform the assessment in conformance with industry standards and best practices. DSU, via Project Boundary Fence, will advise FALL RIVER COUNTY of any potential weaknesses in and/or concerns with the System based upon the results of the assessment.

3. The Parties acknowledge that as consideration for the cybersecurity assessment, DSU may receive outside funding. DSU will not separately charge the FALL RIVER COUNTY for its cybersecurity assessment.

4. For purposes of the cybersecurity assessment, and so that DSU, via Project Boundary Fence, may provide recommendations to the FALL RIVER COUNTY, the FALL RIVER COUNTY will provide to Project Boundary Fence or allow Project Boundary Fence access to certain Confidential Information of the FALL RIVER COUNTY, as defined below, and which Confidential Information the Parties recognize to be the property of the FALL RIVER COUNTY, and confidential and not discoverable as provided in State law and the transmission of which is granted in consideration of DSU's acceptance to sign this Agreement. Accordingly, the parties agree as follows:

A. **DEFINITION OF CONFIDENTIAL INFORMATION.** For the purposes hereof, "Confidential Information" means data and information relating to the official business of the FALL RIVER COUNTY or an affiliate of the FALL RIVER COUNTY which is or has been disclosed to DSU or of which DSU became aware as a consequence of or through its relationship to the FALL RIVER COUNTY or its affiliate and which has value to the FALL RIVER COUNTY or its affiliate and is not generally known to the public or required by law to be disclosed to the public. Such Confidential Information shall also include, but not be limited to:



- Tyler Flaagan, Assistant Professor of Computer & Cyber Science
- Aaron Baker, Penetration Tester
- DSU Student Employees for Project Boundary Fence

Should other members of Project Boundary Fence at DSU provide services under this agreement, DSU will provide written notice to FALL RIVER COUNTY of such individual. Any questions about the assessment provided pursuant to this Agreement, the cybersecurity assessment team, or the permission they have been granted may be directed to:

Sue Ganje
FALL RIVER COUNTY
906 N. River St
Hot Springs, SD 57747
605-745-5130

Additionally, the FALL RIVER COUNTY will provide DSU, via Project Boundary Fence, with a phone number where an authorized employee can be reached 24 hours per day during the term of this Agreement, to be used in the event DSU or Project Boundary Fence, is ever questioned by law enforcement regarding its access to, or attempts to access, the FALL RIVER COUNTY information.

Project Boundary Fence will perform the assessment in conformance with industry standards and best practices. DSU, via Project Boundary Fence, will advise FALL RIVER COUNTY of any potential weaknesses in and/or concerns with the System based upon the results of the assessment.

3. The Parties acknowledge that as consideration for the cybersecurity assessment, DSU may receive outside funding. DSU will not separately charge the FALL RIVER COUNTY for its cybersecurity assessment.
4. For purposes of the cybersecurity assessment, and so that DSU, via Project Boundary Fence, may provide recommendations to the FALL RIVER COUNTY, the FALL RIVER COUNTY will provide to Project Boundary Fence or allow Project Boundary Fence access to certain Confidential Information of the FALL RIVER COUNTY, as defined below, and which Confidential Information the Parties recognize to be the property of the FALL RIVER COUNTY, and confidential and not discoverable as provided in State law and the transmission of which is granted in consideration of DSU's acceptance to sign this Agreement. Accordingly, the parties agree as follows:
 - A. DEFINITION OF CONFIDENTIAL INFORMATION. For the purposes hereof, "Confidential Information" means data and information relating to the official business of the FALL RIVER COUNTY or an affiliate of the FALL RIVER COUNTY which is or has been disclosed to DSU or of which DSU became aware as a consequence of or through its relationship to the FALL RIVER COUNTY or its affiliate and which has value to the FALL RIVER COUNTY or its affiliate and is not generally known to the public or required by law to be disclosed to the public. Such Confidential Information shall also include, but not be limited to:



DAKOTA STATE

DigForCE / MADLABS

- (1) any third party Confidential Information that the FALL RIVER COUNTY and/or any supplying party has a duty to maintain as confidential and has so informed DSU; and
 - (2) any other valuable information designated by the FALL RIVER COUNTY and/or supply party as Confidential Information expressly or by circumstances in which it is provided (e.g., non-public party information provided by the FALL RIVER COUNTY and related to services performed by DSU).
- B. **COVERED PARTIES.** For purposes hereof, the following terms shall have the meanings set forth below:
- (1) “FALL RIVER COUNTY” shall mean the party that delivers its Confidential Information to DSU.
 - (2) “DSU” shall mean the party that receives Confidential Information from the FALL RIVER COUNTY.
 - (3) “Representatives” shall mean any directors, officers, employees, affiliates, representatives, agents, students, independent contractors or advisors of either party.
 - (4) DSU shall be solely responsible for all actions and obligations of its Representatives.
- C. **EXCLUSIONS.** However, Confidential Information does not include information that: (a) is now or subsequently becomes generally available to the public through no fault or breach on the part of DSU; (b) DSU can demonstrate to have had rightfully in its possession prior to disclosure to DSU by or on behalf of the FALL RIVER COUNTY; (c) DSU can demonstrate was independently developed by the DSU without the use of any Confidential Information; or (d) DSU rightfully obtains from a third party who has the right to transfer or disclose it.
- D. **NON-DISCLOSURE AND NON-USE OF CONFIDENTIAL INFORMATION.** DSU will not, and will not permit its Representatives to disclose, publish or disseminate Confidential Information to anyone other than its employees and agents on a need-to-know basis, for purposes of providing the Services as required by this Agreement, and agrees to take every precaution to prevent any unauthorized use, disclosure, publication or dissemination of Confidential Information, other than the sole purpose stated above in this Agreement. Although DSU may have access to Confidential Information beyond what is necessary for DSU to perform its quality assurance activities, DSU agrees and acknowledges that it will limit its use of such information to only that which is necessary. Any use or transmission of all or any part of the Confidential Information, except as otherwise expressly provided herein, shall be deemed to be a default under this Agreement.
- E. **AUTHORIZED ACCESS.** DSU will notify the FALL RIVER COUNTY of any individual who will seek access to Confidential Information to assist in performing the Services. No individual shall be provided or allowed access to Confidential Information until prior notice has been provided to, and approval received from, the FALL RIVER COUNTY.
- F. **LEGAL PROCESS AND PRODUCTION.** In the event that DSU or anyone to whom DSU transmits the Confidential Information becomes legally compelled to disclose any of the Confidential Information, DSU will provide the FALL RIVER COUNTY with prompt notice so that the FALL RIVER COUNTY may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that

such protective order or other remedy is not obtained, or that the FALL RIVER COUNTY waives compliance with the provisions of this Agreement, DSU will furnish only that portion of the Confidential Information which is legally required.

5. This Agreement shall terminate on End date for contract, provided, however, that the confidentiality obligations set forth herein will remain in full force and effect for so long as DSU is in possession of any Confidential Information of the FALL RIVER COUNTY in any form.
6. Either party may, by written notice to the other, terminate this Agreement in whole or in part at any time.

7. The parties acknowledge that they are entering into this Agreement freely and voluntarily, that they have the opportunity to be represented and advised by counsel in the negotiations resulting in this Agreement, that they have ascertained and weighed all the facts and circumstances likely to influence their judgment, that they have given due consideration to the provisions contained herein, and that they thoroughly understand and consent to all provisions herein.

8. The validity, performance, and enforcement of this Agreement are governed by the laws of the state of South Dakota. Should any section or provision of this Agreement be declared by the courts to be invalid, the same will not affect the validity of the Agreement as a whole or any part thereof, other than the part declared to be invalid.

9. This instrument contains the entire Agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing, signed by both parties and endorsed hereon.

10. DSU hereby assigns to the FALL RIVER COUNTY all right, title, and interest in and to all reports, schedules, models, budgets, and other documents, and all information contained therein, prepared and assembled by DSU in connection with this Agreement.

11. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees, and successors of the respective parties.

12. The parties agree that electronic transmission via facsimile or email to the other party of a copy of this Agreement bearing such parties' signature shall suffice to bind the party transmitting same to this Agreement in the same manner as if an original signature had been delivered. Without limitation of the foregoing, each party who electronically transmits an executed copy of this Agreement via facsimile or email bearing its signature covenants to deliver the original thereof to the other party as soon as possible thereafter.



such protective order or other remedy is not obtained, or that the FALL RIVER COUNTY waives compliance with the provisions of this Agreement, DSU will furnish only that portion of the Confidential Information which is legally required.

5. This Agreement shall terminate on End date for contract, provided, however, that the confidentiality obligations set forth herein will remain in full force and effect for so long as DSU is in possession of any Confidential Information of the FALL RIVER COUNTY in any form.
6. Either party may, by written notice to the other, terminate this Agreement in whole or in part at any time.
7. The parties acknowledge that they are entering into this Agreement freely and voluntarily, that they have the opportunity to be represented and advised by counsel in the negotiations resulting in this Agreement, that they have ascertained and weighed all the facts and circumstances likely to influence their judgment, that they have given due consideration to the provisions contained herein, and that they thoroughly understand and consent to all provisions herein.
8. The validity, performance, and enforcement of this Agreement are governed by the laws of the state of South Dakota. Should any section or provision of this Agreement be declared by the courts to be invalid, the same will not affect the validity of the Agreement as a whole or any part thereof, other than the part declared to be invalid.
9. This instrument contains the entire Agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing, signed by both parties and endorsed hereon.
10. DSU hereby assigns to the FALL RIVER COUNTY all right, title, and interest in and to all reports, schedules, models, budgets, and other documents, and all information contained therein, prepared and assembled by DSU in connection with this Agreement.
11. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees, and successors of the respective parties.
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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

FALL RIVER COUNTY

**DAKOTA STATE UNIVERSITY/
Department**

Name: Sue Ganje Date

Name: Date

Fall River County Auditor
Title

Title

**DAKOTA STATE UNIVERSITY/
Director of DigForCE Lab** _____

**DAKOTA STATE UNIVERSITY/
VP for Business & Admin Services** _____

**DAKOTA STATE UNIVERSITY/
Authorized Official**

Name: Date

Title

6/1/23 - 5/31/24
'22-'23 Amt - \$7564.00
'23-'24 Amt - \$8170.00

2 4 S C 0 9 - - - -

STATE OF SOUTH DAKOTA
DEPARTMENT OF HEALTH
DIVISION OF FAMILY AND COMMUNITY HEALTH
Sub-Recipient Agreement
Between

Fall River County
c/o County Auditor
906 N River Street
Hot Springs, SD 57747
Referred to as "Sub-recipient"

South Dakota Department of Health
Division of Family and Community Health
Office of Child and Family Services
600 East Capitol Avenue
Pierre, SD 57501-2536
(605) 773-3361
Referred to as "State"

The State and Sub-Recipient hereby enter into this agreement (the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION

Information for the Federal Award Identification, as described in 2 CFR 200.331 is inserted below. In the event of a change in the award of funding source, the information inserted below may change. Sub-Recipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

1.1 Subrecipient Information:

- a. Sub-recipient's name, City, State, and Zip +4 (which must match the name associated with its DUNS number): Fall River County, Hot Springs, SD 57747
- b. Sub-Recipient's unique entity identifier: HN27D6J7JQ87
- c. Federal Award Identification Number (FAIN): 233SD708W1003
- d. Federal Award Date: October 1, 2022 to September 30, 2023
- e. Sub-award Period of Performance: 6/1/2023-9/30/2023
- f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance: \$2,521.33
- g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance: \$0.00
- h. Total Amount of Federal Award to the Sub-recipient for this period of performance: \$2,521.33
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: This agreement is made for the purpose of providing intake and administrative services for the Women, Infants and Children (WIC) Program in Fall River County. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through Local Agencies at no cost to eligible persons.
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: USDA Food and Nutrition Service, South Dakota Department of Health, and Rhonda Buntrock and contact information Rhonda.Buntrock@state.sd.us.

- k. CFDA No(s) and Name(s): 10.557 Special Supplemental Nutrition Program for Women Infants and Children
- l. Is the grant award for research and development (R&D)? YES ___ NO X
- m. Department of Health Indirect Cost Rate for federal award: 07/01/2023 to 06/30/2024 = 7.3%

1.2

- a. Sub-recipient's name, City, State, and Zip +4 (which must match the name associated with its DUNS number): Fall River County, Hot Springs, SD 57747
- b. Sub-Recipient's unique entity identifier: HN27D6J7JQ87
- c. Federal Award Identification Number (FAIN): 243SD708W1003
- d. Federal Award Date: October 1, 2023 to September 30, 2024
- e. Sub-award Period of Performance: 10/1/2023 - 5/31/2024
- f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance: \$5,042.67
- g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance: \$0.00
- h. Total Amount of Federal Award to the Sub-recipient for this period of performance: \$5,042.67
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: This agreement is made for the purpose of providing intake and administrative services for the Women, Infants and Children (WIC) Program in Fall River County. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through Local Agencies at no cost to eligible persons.
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: USDA Food and Nutrition Service, South Dakota Department of Health, and Rhonda Buntrock and contact information Rhonda.Buntrock@state.sd.us.
- k. CFDA No(s) and Name(s): 10.557 Special Supplemental Nutrition Program for Women Infants and Children
- l. Is the grant award for research and development (R&D)? YES ___ NO X
- m. Department of Health Indirect Cost Rate for federal award: 7/01/2023 to 06/30/2024 = 7.3%

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective on June 1, 2023 and will end on May 31, 2024, unless sooner terminated pursuant to the terms hereof.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

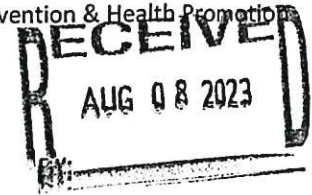
- a. Sub-recipient is not a full or part-time employee of State or any agency of the state of South Dakota.
- b. Sub-recipient, as an independent contractor, is solely responsible for the withholding and payment of applicable income and Social Security taxes due and owing from money received under this contract.
- c. Sub-recipient may use the following equipment, supplies or facilities owned by the state of South Dakota.
 - i. The Sub-recipient will use a state owned, personal computer and, if the Sub-Recipient is able to demonstrate to the State's satisfaction that general office equipment and general office supplies are not available, the State will provide such office equipment and supplies, including but not limited to, a desk, chair, filing cabinet and general office supplies. No State facilities will be used by the Sub-Recipient in fulfillment of this contract.



FYI

DIVISION OF FAMILY & COMMUNITY HEALTH

Child & Family Services | Disease Prevention & Health Promotion



August 3, 2023

Dear Commissioners,

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

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

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

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

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

Kind regards,

Katelyn Strasser, Office of Child and Family Services Administrator
Rhonda Buntrock, WIC Director
Joel Arriolacolmenares, Community Health Services Director

FALL RIVER COUNTY COURTHOUSE

906 N. RIVER ST

HOT SPRINGS, SD 57747

PHONE: (605)745-5130, FAX (605)745-6835

BID: 7200 gallons of propane, request for Bid, to be delivered on _____

Specifications: Propane is to be HD-5 grade, 90% or greater propane, preferably 95%

Propane, with other gases as per ASTM D-1835

DATE 10/26/2023

FROM: NELSON'S OIL & GAS

PHONE1(605)745-4189

BID FOR: 7200 gallons of propane, delivered to the County Courthouse.

AMOUNT OF BID (Including all applicable taxes and fees): \$1.50/gallon

AUTHORIZED SIGNATURE: Andrew Nelson

DATE SIGNED: 10/26/23

NOTE: All bids must be received in the Fall River County Auditor's Office at the above address (faxed or hand delivered), before 9:00 am DATE 10/30/2023 to be considered, unless otherwise stated by the caller for bids.

If declining to bid please fax/return this form with the words: "decline today's bid" on the Line designated for the Bid Amount.

Thank You

Dave Weishaupl, Maintenance Supervisor

FALL RIVER COUNTY COURTHOUSE

906 N. RIVER ST.

HOT SPRINGS, SD 57747

PHONE: (605)745-5130, FAX: (605)745-6835

BID: 7200 gallons of propane, request for Bid, to be delivered on _____

Specifications: Propane is to be HD-5 grade, 90% or greater propane, preferably 95%

Propane with other gases as per ASTM D-1835

DATE 10/26/2023

FROM: Mc Gas Propane

PHONE# 1(605)745-5959

BID FOR: 7200 gallons of propane, delivered to the County Courthouse

AMOUNT OF BID (including all applicable taxes and fees): 1.559 p/gallon

AUTHORIZED SIGNATURE: 

DATE SIGNED: 10-27-23

NOTE: All bids must be received in the Fall River County Auditor's Office at the above address (faxed or hand delivered), before 9:00 am DATE 10/30/2023 to be considered, unless otherwise stated by the caller for bids.

If declining to bid, please fax/return this form with the words: "decline today's bid" on the line designated for the Bid Amount.

Thank You

Dave Weishaupl, Maintenance Supervisor



2727 N Plaza Dr.
Rapid City, SD 57702

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

Quote
No.: **70652**
Date: **10/27/2023**

Fire wall

Prepared for:

Dave Weishaupl (605) 891-1151
Fall River County Auditor
906 N River Street
Hot Springs, SD 57747 USA

Account No.: 1889
Phone: (605) 745-5145
Fax: (605) 745-3530

Qty	Description	UOM	Sell	Total
1	SonicWall NSa 2700 3 and Free Promotion - includes Essential Protection Security Suite for 3yrs Configuration for this firewall is included as part of the customers management agreement. On site installation will be an additional fee.	EA	\$5,680.26	\$5,680.26

Your Price: _____ \$5,680.26
 Total: _____ \$5,680.26

Prices are valid for 30 days from quote date.

Prepared by: Spar Stormo, sparstormo@goldenwest.com

Date: 10/27/2023

Accepted by: _____ Date: _____

Disclaimer

Unless otherwise specified, all labor is charged on a time and materials basis. Any additional service charge or travel will apply.
Any quoted cable runs assume that there is an available cable pathway; if not, additional charges may apply.
Applicable taxes and/or shipping charges may be added to the invoice.
Terms: A 30% down payment may be required for sales of \$10,000 or more, with the balance due 15 days from the invoice date.
Large, long-term projects are subject to progress billing.

[EXT] Invoice - National Center for Public Lands Counties

Kade Haley <kade@sdcountycommissioners.org>

Fri 9/29/2023 1:45 PM

To:Ganje, Sue <Sue.Ganje@state.sd.us>

 3 attachments (3 MB)

Center for Public Lands Counties Packet.pdf; Fall River County, South Dakota.pdf; Oglala Lakota County, South Dakota.pdf;

Greetings County Auditors and Commissioners!

On behalf of the SDACC Board of Directors, we are writing to urge your support for the National Association of Counties (NACo) initiative to establish the National Center for Public Land Counties. Support of this program was passed unanimously by the SDACC Board of Directors on August 10th, 2023. As stewards of your county's interests, it is crucial that we recognize the significant role NACo plays on behalf of counties at the national level and the potential benefits of this new center.

We strongly encourage you to consider your support for the National Center for Public Land Counties. This one-time investment in our future will pay dividends for years to come by safeguarding our interests, promoting responsible land management, and fostering collaboration among counties nationwide.

This one-time payment represents only 1% of the total LACTF dollars your county received. Thanks to NACo's unwavering efforts at the national level, these funds were sent directly to counties instead of the state, allowing you to maintain local control and assure their effective use.

Attached to this email is the invoice itself, as well as detailed information regarding the Center.

Thank you for your attention to this matter, and we look forward to your positive response. If you have any questions or need further information, please do not hesitate to contact the office.

Best,

Kade Haley

Deputy Director
South Dakota Association of County Commissioners
South Dakota Association of County Officials
211 E Prospect Ave
Pierre, SD 57501
(605) 224-4554

Fall River County, South Dakota

TO: South Dakota Association of County Commissioners
211 E Prospect Ave
Pierre, SD 57501

National Center for Public Lands Counties (The Center) Request

FORMULA: Total LACTF Dollars received = \$1,369,014.42

TOTAL x .01 = \$ 13,690.14

TOTAL NATIONAL CENTER FOR PUBLIC LANDS contribution = \$ 13,690.14

=====

To: South Dakota Association of County Commissioners

From: Fall River County

Amount of Claim - - - \$ 13,690.14

Audited and Allowed _____, 20 _____

_____, Chairperson

State of South Dakota)

ss.

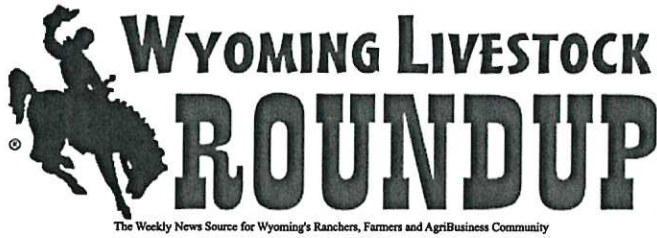
County of Fall River

The South Dakota Association of County Commissioners (SDACC) certifies this to be a just and true claim for payment which conforms to authority granted by law.

TOTAL CONTRIBUTION: \$13,690.14

Total Dues Submitted: _____

This office will submit your payment to NACo on your behalf.



LUMMIS LEADS EFFORT IN INTRODUCING THE PROTECTING THE RIGHT TO KEEP AND BEAR ARMS ACT

October 6th, 2023

U.S. Sen. Cynthia Lummis (R-WY) joined Sen. Mike Braun (R-IN) and 19 of her colleagues in introducing the Protecting the Right to Keep and Bear Arms Act, which would prevent the President and the Secretary of Health and Human Services from declaring a public health emergency to impose gun control.

The bill would serve as a firewall to protect the Second Amendment rights of people in Wyoming from the anti-gun activists in the Biden administration.

Earlier this month, the governor of New Mexico instituted a public health emergency for the purposes of suspending the Second Amendment-protected carrying of firearms.

This week, President Biden announced an Office of Gun Violence Prevention which is set to be led by multiple left-wing activists who have previously worked for pro-gun control groups, including the Community Justice Action Fund, an organization dedicated to declaring a national gun violence public health emergency as one of its three policy planks.

The Protecting the Right to Protect and Bear Arms Act prohibits the President or their designee, from declaring an emergency pursuant to the National Emergencies Act or major disaster pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act in order to impose gun control.

The act also prevents the Secretary of Health and Human Services from declaring public health emergency pursuant to the Public Health Service Act for the purpose of imposing gun control and prevents any government official from prohibiting the manufacture, sale or transfer of a firearm or ammunition during a disaster or emergency.

Recent Posts

- [KSU expert outlines what to do with fallen leaves and pumpkin seeds this season](#)
- [Extension Education: Food Preservation Tips Offered](#)
- [Postcard from the Past: A Monster Grey Wolf](#)
- [CAB Market Insider](#)
- [It's The Pitts: In a Perfect World](#)



RE: Maverick Junction intersection, Fall River County

1 message

Zacher, Rich <Rich.Zacher@state.sd.us>

Tue, Oct 24, 2023 at 3:04 PM

To: "foster@gwtc.net" <foster@gwtc.net>, "Frye-Mueller, Julie" <Julie.FryeMueller@sdlegislature.gov>, "Ladner, Trish" <Trish.Ladner@sdlegislature.gov>, "dennis.krull@sdlegislature.gov" <dennis.krull@sdlegislature.gov>, "frchwydept@gwtc.net" <frchwydept@gwtc.net>, "Seaman, Todd (DOT)" <Todd.Seaman@state.sd.us>, "Carlson, Mike" <Mike.Carlson@state.sd.us>

Cc: "news.frcherald@gmail.com" <news.frcherald@gmail.com>, "auditor@frcounty.org" <auditor@frcounty.org>

Barb/Carol

Thanks for your inquiry about the intersection of U.S. Highway 18 and S.D. Highway 79, east of Hot Springs, commonly known as Maverick Junction.

The SDDOT conducts regular reviews of our highways and intersections to ensure that we stay acquainted with highway safety and traffic volume concerns at those locations. Occasionally we will conduct a more focused review, called a safety audit, at specific locations. Conducting a safety audit means that we assemble a team of highway and safety professionals to review crash history, highway and intersection design, road conditions, and safety. As part of that audit, recommendations are made. The recommendations can vary from doing nothing to full reconstruction of the intersection, and everything in between. As a result of this inquiry, we will conduct a Safety Audit for this intersection in the coming months. To-date, we have stayed apprised of crash concerns there and have made improvements at the intersection to address some of them. A recent improvement is covered in a bit more detail below.

Of the crashes at this location, we have already taken steps to eliminate the most prevalent crash type, accounting for almost one-quarter of the crashes in the last 10 years. Those crashes would occur when southbound motorists were slowing to turn right during slick conditions, and would then slide through their turn, crashing into eastbound motorists waiting to enter the intersection. To address those crashes, we installed a high friction surface, consisting of epoxy covered with fine rock on the road surface. The additional friction created by this surface greatly reduces the chance of motorists sliding as they slow to turn. Since making that improvement five years ago, that type of crash has been eliminated. The dark pavement on the image below is the location of the high friction surface treatment.

From: foster@gwtc.net <foster@gwtc.net>
Sent: Thursday, October 19, 2023 8:11 AM
To: Frye-Mueller, Julie <Julie.FryeMueller@sdlegislature.gov>; Ladner, Trish <Trish.Ladner@sdlegislature.gov>; dennis.krull@sdlegislature.gov; frchwydept@gwtc.net; Seaman, Todd (DOT) <Todd.Seaman@state.sd.us>; Carlson, Mike <Mike.Carlson@state.sd.us>; Zacher, Rich <Rich.Zacher@state.sd.us>
Cc: news.frcherald@gmail.com; auditor@frcounty.org
Subject: [EXT] Maverick Junction intersection, Fall River County
Importance: High

October 19, 2023

SD DOT

PO Box 1970

Rapid City, SD 57709-1970

We are writing to bring your attention to the Maverick Junction intersection: Hwys 79 and 385/18. State statistics show that there have been 39 crashes in a ten year period. Because of the speed are vehicles going north and south, accidents here can be deadly. Even without an accident occurring, citizens of Fall River believe the intersection to be difficult to navigate safely. Specifically, it is dangerous to enter north or south from Hot Springs/Fall River Road. Entry to go North and South has view blocked with oncoming traffic. It becomes a blind entry.

We met recently and several suggestions have been made. Please see attached map.

- Peel off/exit lane with turning ramp on the NW (traveling from Rapid City to Hot Springs)
- and separate entry/merge lane for the SW corners (traveling from Hot Springs toward Nebraska).
- Lower grade on these lanes so that cars trying to enter N & S can actually see the traffic coming.
- Separate them from the main highway.
- Start the turn lane southbound at the top of the hill on 79 to turn into Hot Springs.

- Close the Coffee Cup entrance at the intersection.
- Traffic will enter Coffee Cup by means of the north or south entrances to the service road.
- Fix the service road and widen entries to allow access. Pave, widen, ramp.

- Lower speed at intersection to 45mph.

We would appreciate your consideration in making this intersection safe for all traveling. It is a large intersection and it takes a great deal of time to get clear and up to speed. It also is nearly impossible for fast moving vehicles to slow and avoid an accident when someone cuts out in front of them. This is even more pronounced with motor homes and semi trucks.

Please let us know what thoughts, ideas, and solutions you have.

Thank you,

Fall River County VSO 2023 3rd Quarter report

1. Attended VSO Congressional forum 06 July at Fort Meade VA
2. Attended SDDVA Annual Conference 5-7 September in Sioux Falls.
3. Met with and explained filing of claims and additional benefits to more than 60 veterans in County office.
4. Assisted several Veterans in filing for their military records from the National Personnel Records Center to provide evidence in filing claims.
5. Filed 162 disability and/or pension claims with the South Dakota State of Veterans Affairs.
6. Over \$421,381 of disability or pension awards this quarter (Monthly breakdown)

Total Monthly Awards For Periods JUL 01 2023 – SEP 30 2023

For month	Number of awards	Total Amount
July 2023	32	\$ 134,773.94
August 2023	23	\$ 134,465.91
September 2023	31	\$ 152,143.81