



**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, January 18, 2024**

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 minutes of the Fall River County Commissioners for December 28, 2023 and January 4, 2024
- Approve Auditor's Account with the Treasurer for December, 2023
- Hire approval for Morgan Erickson, Director of Equalization Administrative Assistant, effective 01/22/2024 at \$15.00/hr
- Abatement request for tax reduction program; parcel #200000080503202 for Ebon Adelona Trust in the amount of \$2,228.38, (received after the deadline but eligible)
- Approve Combined Election Agreement for 2024
- Approve pay increase (per Union Contract) for Amber Tschacher, Register of Deeds Administrative Assistant from \$15.50/hr to \$16.25/hr, effective 01/17/2024
- County assistance/death expense applications

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

9:10 Lyle Norton, Sheriff-

- Request approval for Idemia LiveScan Fingerprint Machine and Printer Maintenance & Support Agreement for 2024-2025 in the amount of \$2,415.00; possible action
- Hire approval for Shelley Harris, Uncertified Dispatcher, \$19.25/hr, effective 01/08/2024; possible action
- Submit quote from Stryker in the amount of \$161.15 each to replenish 8 Defibrillator lithium batteries for a total of \$1,289.20; possible action
- Updates; possible action

9:15 Frank Maynard, Emergency Manager-

- Approve and authorize Chairman to sign, LEMPG 1<sup>st</sup> Quarter Single Signature Form; possible action
- Submit 2024 list of Volunteers; possible action
- Present South Dakota Wildland Fire Assistance Fall River County Resolution 2024-04; request Chairman to sign; possible action
- 2024 Homeland Security Grant discussion; possible action
- Notification of SDPA Pipeline Training to be held on February 5, 2024 at 5:30 p.m. at the Catholic Church in Hot Springs; possible action
- Gary Baker to report about the required ICS 300 training that he attended; possible action

- Updates; possible action
- 9:20 Randy Seiler, Highway Superintendent-
- Present 2024 Annual Load Restrictions Fall River County Resolution #2024-05; request Chairman to sign; possible action
  - Approach Permit application from Donna Lee; possible action
  - Travel approval for Randy Seiler to attend the 2024 Short Course to be held in Deadwood at The Lodge March 19-21, 2024 at a cost of \$100.00 plus lodging; possible action
  - Updates; possible action
- 9:30 No Maintenance Road Hearing, NW area of the County; Resolutions; possible action
- 10:00 Approve bills & break
- 10:10 Configuration/reconstruction of current jail or proposed Justice Center discussions; possible action
- Judge Pfeifle, Presiding Judge-
    - Discussion regarding safety issues and measures that need to be addressed at the current location for Court Personnel in Fall River County or at a new potential Justice Center; possible action
  - Kent Hanson, Chief US Probation/Pretrial Officer (retired)-
    - Discussion regarding Federal offenders and Federal facilities
  - US Marshalls Service-
    - Justice Center discussion regarding the housing of Federal prisoners; possible action
  - Fall River County Sheriff's Department – overview and clarifications
  - Elevatus-
    - Justice Center information and analysis
  - General discussion
- 11:10 Public Comment
- 11:20 Erin McGlumphy, 4-H Youth Program Advisor-
- Present quarterly report; possible action
  - Update on programming opportunities; possible action
  - Request Cellular Hotspot and service; possible
- 11:25 Andersen Engineers-
- Request for approval of the following plats:
    - VHHP Tract and Ackerman Tract, located in the S1/2 of Government Lot 6 of Section 6, T7S, R6E, BHM, Fall River County, South Dakota; possible action
    - Tract NW, located in the SW1/4 NW1/4 of Section 23, and Tract TW, located in SE1/4 NE1/4 of section 22 and SW1/4 NW1/4 of section 23, all in T7S, R5E BHM, Fall River County, South Dakota, formerly Tract D SW1/4 NW1/4 (less Lot H1) and Tract D SE1/4 NE1/4 (less Lot H1); possible action
- 11:30 Joe Allen, Commissioner-
- Present proposal from the American Legion regarding possible donation of a small piece of land to place a Garrison American Flag on the hill by the Fall River County Museum; possible action
- 11:35 Melody Engebretson, Register of Deeds-
- Request for Amber Tschacher to be appointed Deputy Register of Deeds with increase of \$.35/hr; possible action
- 11:40 Lance Russell, State's Attorney-
- Request authorization to proceed with eviction action on Laura Sedlacek at the physical address of 406 6<sup>th</sup> Avenue, Edgemont, SD/legal description of the N50' of Lots 1, 2 & 3, Block 9, Stewart's

Addition to Edgemont, Fall River County, South Dakota, which is owned by Fall River County;  
possible action

- Resolution opposing Securities and Exchange Commission Natural Asset Companies Rule;  
possible action

11:45 Letter from KD Construction regarding DANR Proposed Mining Bond Requirement; possible action

11:50 Executive Session as per SDCL 1-25-2 (1) personnel, (3) legal

- Possible action

Adjourn

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

Fall River County fully subscribes to the Americans with Disabilities Act. If you desire to attend this public meeting and 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 DECEMBER 28, 2023**

The Fall River Board of County Commissioners met in regular session on December 28, 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 was called to order at 9:00 a.m.

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

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

Motion made by Russell, seconded by Allen, to approve the Oglala Lakota-Fall River County Contract-2024. With Greenough voting no, all others voting yes, motion carried.

Motion made by Allen, seconded by Russell, to approve and pay CP 2023-10 in the amount of \$900.00.

Commission held discussions regarding ideas for what they would like to see in a Justice Center. They would like to invite Elevatus to return to the January 18, 2024 Commission meeting so they can discuss concerns and questions.

The Supplement and Contingency Hearing took place at 9:30 a.m.

Motion made by Greenough, seconded by Allen, to approve Fall River County Resolution #2023-48 as follows:

**FALL RIVER COUNTY RESOLUTION #2023-48  
Supplemental Budget 2023, #4**

WHEREAS, SDCL 7-21-22 provides that the Board of County Commissioners may adopt a supplemental budget, and whereas, as due and legal notice has been given, the following Supplements to expenditures and revenues for December 28, 2023 be approved as follows: General Fund; Commissioners Other Projects 10100x4262111, \$264.42; St Attorney Salaries 10100x4110151, \$13,870.59; Court Appointed Attorney 10100x4260153, \$8,825.18; Court Ordered Evaluation 10100x4263153, \$2,500.00; GIS Salaries 10100x4110170, \$1,199.84; GIS Health Ins 10100x4120170, \$916.45; Information Technology 10100x4220171, \$2,500.00; Sheriff Salaries 10100x4110211, \$49,189.66; Sheriff Fica 10100x4120211, \$2,271.91; Sheriff Health Ins 10100x4150211, \$13,281.64; Jail Salaries 10100x4110212, \$21,033.44; Transfer Out for Abuse Fund 10100x4290911, \$3,325.00; Weed Grant Expense 10100x4341615, \$4,840.73; HWY Fund: Hwy Admin Salaries, 20100x4110310, \$5,613.04; Emergency Management Fund: Salaries 22600x4110222, \$2,187.81 Car Maintenance 22600x4272222, \$6,167.06; 24/7 Fund: Salaries 24800x4110211, \$2,235.54; Building Repair & Maintenance Fund: Repair & Maintenance 30100x4250161, \$402.97; Revenue General Fund: Federal PILT 10100r3330000, \$82,546.00; Juvenile Center Rebate 10100r3420225, \$36,116.25; Forfeitures 10100r3530000, \$5,000.00; Reimb Workman's Comp 10100r3660100, \$3,776.00; Credits & Overpayments 10100r3690300, \$1,806.70; Hwy Fund: Forest Reserve 20100r3320300, \$8,999.90; Surface Transportation 20100r3340200, \$8,650.82; 63.75% of 4% 20100r3350110, \$10,799.48; 54.5% 20100r3350250, \$33,572.81; Severance Tax 20100r3350800, \$5,875.16; Prorate 20100r3350900, \$7,052.30; Reimb Road Maintenance 20100r3430120, \$18,279.36; Hwy RAI Grant 29500r3359900, \$53,009.65; 911/Dispatch Fund: PSAP Settlement 20700r3650100,



\$35,822.50; Emergency Management Fund: Hazmat 22600r3350920, \$1,000.00; 24/7 Fund: State Grant 24800r3340100, \$10,000.00; Means of finance to be cash and cash received, and

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners to adopt the Supplemental Budget #4 for 2023.

Dated at Fall River County, South Dakota this 28<sup>th</sup> day of December 2023.

/S/ Joe Falkenburg

Joe Falkenburg  
Fall River County Board of Commissioners

ATTEST:

/S/ Sue Ganje  
Sue Ganje  
Fall River County Auditor's Office

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

GENERAL FUND		
AFLAC	AMERICAN FAMILY ASSU	\$689.34
BARRACUDA ASSET GROUP LLC	COUNTY ASSISTANCE/RE	\$900.00
BQ & ASSOCIATES,P.C.,LLO	GARNISHMENT	\$284.13
BOSTON MUTUAL LIFE INS CO	LIFE INSURANCE	\$32.76
CREDIT COLLECTION BUREAU	COLLECTIONS	\$1,119.25
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$2,759.28
DIV OF CHILD SUPPORT	CHILD SUPPORT	\$437.50
EFTPS	EFTPS PAYROLL TAXES	\$46,193.41
FOX LAW FIRM PLLC	QMHP/MI	\$182.88
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$600.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$29,327.50
KATTERHAGEN, MARK	QMHP/MI	\$21.00
LIUNA LABORERS LOCAL 620	UNION DUES	\$297.00
LARSON, VAL	QMHP/MI	\$21.00
MARTY'S TIRE & AUTO BODY	SERVICE	\$1,142.00
NEW YORK LIFE INSURANCE	NEW YORK LIFE INS	\$65.00
NORTON,TINA	CONTRACT NURSE INMAT	\$1,325.00
CHILD SUPPORT PAYMENT CNT	CHILD SUPPORT	\$655.00
RELIANCE STANDARD LIFE	VISION PLAN	\$348.20
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$24,140.12
SOFTWARE SERVICES INC	SOFTWARE SUPPORT	\$2,500.00
SD SUPPLEMENT RETIREMENT	SUPPLEMENTAL RETIREM	\$1,000.00
HASSACK, KAREN	WEED GRANT REIMBURSE	\$2,000.00
COMMISSION	DECEMBER SALARIES	\$4,350.00
AUDITOR	DECEMBER SALARIES	\$21,290.40
TREASURER	DECEMBER SALARIES	\$16,092.44
STATE'S ATTORNEY	DECEMBER SALARIES	\$17,370.10
MAINTENANCE	DECEMBER SALARIES	\$10,278.52

ASSESSOR	DECEMBER SALARIES	\$13,570.94
REGISTER OF DEEDS	DECEMBER SALARIES	\$12,799.64
VETERAN SERVICE OFFICE	DECEMBER SALARIES	\$4,540.03
GIS	DECEMBER SALARIES	\$4,536.82
SHERIFF	DECEMBER SALARIES	\$51,409.66
JAIL	DECEMBER SALARIES	\$34,400.27
CORONER	DECEMBER SALARIES	\$300.00
NURSE	DECEMBER SALARIES	\$2,534.25
EXTENSION	DECEMBER SALARIES	\$2,168.00
WEED & PEST	DECEMBER SALARIES	\$4,650.11
	<b>TOTAL FOR GENERAL FUND</b>	\$316,331.55
<b>COUNTY ROAD &amp; BRIDGE</b>		
AFLAC	AMERICAN FAMILY ASSU	\$365.50
BLACK HILLS ELECTRIC	UTILITY	\$10.83
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$663.80
FLOYD'S TRUCK CENTER	SERVICE/REPAIR	\$2,969.17
EFTPS	EFTPS PAYROLL TAXES	\$11,412.63
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$165.00
SIMON MATERIALS	MATERIAL/GRAVEL	\$89,270.13
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$7,237.00
LIUNA LABORERS LOCAL 620	UNION DUES	\$243.00
NELSONS OIL & GAS INC.	PROPANE	\$2,017.78
RELIANCE STANDARD LIFE	VISION PLAN	\$72.84
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$5,817.94
SEILER, RANDY	CELL PHONE REIMBURSE	\$75.00
SD SUPPLEMENT RETIREMENT	SUPPLEMENTAL RETIREM	\$40.00
STURDEVANT'S AUTO VALUE	PARTS	\$53.73
STOVER, CRISPEEN	CONTRACT TRAINING HO	\$172.50
CRBR ADMIN	DECEMBER SALARIES	\$9,862.47
CRBR ADM	DECEMBER SALARIES	\$38,620.27
	<b>TOTAL FOR COUNTY ROAD &amp; BRIDGE</b>	\$169,069.59
<b>911 SURCHARGE REIMB</b>		
AFLAC	AMERICAN FAMILY ASSU	\$67.21
CREDIT COLLECTION BUREAU	COLLECTIONS	\$302.86
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$332.44
EFTPS	EFTPS PAYROLL TAXES	\$6,602.93
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$60.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$2,661.00
LIUNA LABORERS LOCAL 620	UNION DUES	\$27.00
RELIANCE STANDARD LIFE	VISION PLAN	\$7.48
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$2,976.80
DISPATCH	DECEMBER SALARIES	\$26,120.51
	<b>TOTAL FOR 911 SURCHARGE REIMBURSEMENT FUND</b>	\$39,158.23

<b>EMERGENCY MGT</b>		
EFTPS	EFTPS PAYROLL TAXES	\$1,888.04
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$883.70
EMERGENCY MGT	DECEMBER SALARIES	\$7,364.22
	<b>TOTAL FOR EMERGENCY MGT FUND</b>	\$10,135.96
<b>24/7 SOBRIETY FUND</b>		
EFTPS	EFTPS PAYROLL TAXES	\$339.70
	<b>TOTAL FOR 24/7 SOBRIETY FUND</b>	\$339.70
	<b>TOTAL BILLS PAID BETWEEN 12/22 &amp; 12/29/2023</b>	\$535,035.03

Break was taken at 10:05 a.m. The meeting resumed at 10:12 a.m.

Joe Falkenburg, Commissioner provided discussion regarding a Court Security 80%/20% Grant. The program promotes defendants attending via closed circuit television. He would like to possibly form a Committee to see if this is an avenue that would work for Fall River County.

Public Comment was held. Don Olstad, County resident, met with the Board with questions regarding the proposed Justice Center suggestions. Paul Nabholz, County resident, also asked the Board questions regarding the proposed Justice Center.

At this time, the Commissioners recognized Julie Tomlinson who is leaving her employment with the County for her years of service and wished her well.

Joe Falkenburg, Chairman, declared the meeting adjourned at 10:34 a.m.

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

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



## **FALL RIVER COUNTY UNAPPROVED MINUTES OF JANUARY 4, 2024**

The Fall River Board of County Commissioners met in regular session on January 4, 2024. Present: Joe Allen, Les Cope, Joe Falkenburg, Heath Greenough, Deb Russell and Sue Ganje, Auditor.

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

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

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

The meeting was turned over to the Auditor, who asked for nominations for the Chairman of the Board. Nomination was made by Russell, seconded by Allen, for Falkenburg as Chairman. Second nomination was made by Cope, seconded by Greenough, for Greenough as Chairman.

Motion made by Greenough, seconded by Cope for the nominations to cease. An anonymous paper vote was done. With Greenough receiving 2 votes and Falkenburg receiving 3 votes, Falkenburg is the Chair for 2024. The meeting was turned back to the Chairman of the Board.

Nomination made by Allen, seconded by Falkenburg, for Russell as the Vice-Chair. Second nomination made by Greenough, seconded by Cope, for Cope as the Vice-Chair. Roll call was taken, with 4 votes for Russell and 1 vote for Cope, Russell is the Vice-Chair for 2024.

The Board reviewed the list of items to approve.

Motion made by Allen, seconded by Greenough, to approve the consent agenda First Grouping to include the following: to approve setting the meeting dates on the 1<sup>st</sup> and 3<sup>rd</sup> Thursday of each month; to appoint the Fall River County Herald-Star as the Official newspaper for 2024; to designate three feet of the bulletin board in the 1<sup>st</sup> floor of the Courthouse for legal matters and to also post Commission agendas on the ground, side and first floor doors of the courthouse; to set the depositories for the county as First Interstate Bank, First National Bank of Lead, Black Hills Federal Credit Union, Schwab Treasury; to set the prisoner care per day at \$95.00 and \$120.00, as per Sheriff's Office recommendation; to approve Monument Health as the health care facility for the jail, under the direct supervision of Dr. Avery Sides, as primary caregiver for inmates and the Fall River Healthcare Clinic under the supervision of Tina Norton, LPN as the secondary; to approve Tina Norton, LPN as Inmate Contract Nurse, \$1,250.00 per month; to set the ride-a-long fee for prisoner and mental health transports at \$40.00 per day to Rapid City and \$100.00 per day to Yankton and Sioux Falls and to set the Indigent burial rate at \$2,150.00.

Motion made by Greenough, seconded by Allen, to approve the consent agenda Second Grouping to include the following: to appoint Joe Allen and alternate Joe Falkenburg to the L.E.P.C. board; to appoint Joe Falkenburg and alternate Heath Greenough to the Weed board; to appoint Les Cope and alternate Deb Russell to the Custer/Fall River Regional Waste Management Board; to appoint Les Cope and alternate Deb Russell to the Black Hills Council of Local Governments Board (6<sup>th</sup> District of Local Governments); to appoint Heath Greenough and alternate Joe Falkenburg to the Resource, Conservation, and Development (R C & D) board; to appoint Joe Allen and alternate Les Cope to the Western SD Juvenile Services Center Board, to appoint Deb Russell and alternate Joe Falkenburg to the Prairie Hills Transit Board; to appoint Joe Falkenburg and alternate Heath Greenough to the 4-H/Extension Board; and to appoint Deb Russell and alternate Les Cope to the Black Hills Regional Multiple Use Coalition.

Motion made by Russell, seconded by Cope, to approve the consent agenda Third Grouping to include the following: to approve travel for the County Officials to attend meetings of the Black Hills Associations and to request office supervisors to obtain travel approval for all other meetings requiring more than same-day travel; to approve the following resolutions on State Bids, Election fees and mileage and the 2024 Elected Official salaries resolution for the Auditor, Register of Deeds, Sheriff, State's Attorney and Treasurer, to approve the following listing: Longevity schedule; 2024 Commission salaries, and the 2024 listing of employee wages, including per diem for the weed board at \$25.00 per meeting plus mileage:

**Longevity Pay**

Longevity pays after 2 years of continuous service \$25.00 per month equating to \$300.00 per year.

After 5 years of continuous service \$50.00 per month equating to \$600.00 per year.

After 10 years of continuous service \$75.00 per month equating to \$900.00 per year.

After 20 years of continuous service \$100.00 per month equating to \$1,200.00 per year.

<b>Wages for 2024</b>		<b>Eligible for Longevity</b>	<b>Oglala Lakota County</b>
<b>COMMISSIONERS</b>		<b>Salary</b>	
Allen, Joe	Commissioner	\$10,200.00	
Cope, Les	Commissioner	\$10,200.00	
Falkenburg, Joe	Commissioner	\$10,800.00	
Greenough, Heath	Commissioner	\$10,200.00	
Russell, Deborah	Commissioner	\$10,800.00	
<b>ELECTED OFFICIALS</b>		<b>Salary</b>	<b>Longevity</b>
Engebretson, Melody (Mel)	Register of Deeds	\$59,052.72	900.00/yr
Ganje, Sue	Auditor	\$64,391.04	1200.00/yr
Norton, Lyle	Sheriff	\$75,340.08	600.00/yr
Pullen, Teresa	Treasurer	\$52,480.08	600.00/yr
Russell, Lance	State's Attorney	\$77,037.48	
<b>APPOINTED OFFICIALS</b>		<b>Salary</b>	<b>OL Salary</b>
Cullen, Dan	Veteran's Service Officer	\$54,920.40	900.00/yr
Heidebrink, Lillian	Director of Equalization	\$46,760.04	300.00/yr
Martin, Stacey	GIS	\$54,581.88	900.00/yr
Maynard, Frank	Emergency Management	\$66,802.68	1200.00/yr
Seiler, Randy	Hwy Superintendent	\$75,050.64	1200.00/yr
Steinmetz, Nina	Weed Supervisor	\$55,941.36	900.00/yr
Weishaupl, David	Maintenance Supervisor	\$47,520.24	600.00/yr
<b>HOURLY</b>		<b>Hourly, or per call/mtg</b>	
Amthor, Cory	Hwy Department Emergency	\$21.75	
Baker, Gary	Management	\$16.75	
Belt, Isnalawica	Deputy Sheriff	\$26.75	300.00/yr
Bettleyoun, Arrow	Auditor's Office	\$15.50	
Birkland, LaVella	Register of Deeds Office	\$19.50	600.00/yr



Blessing, Brett	Hwy Department	\$27.00	900.00/yr
Blessing, Cody	Dispatcher	\$18.50	
Boche, Carol	State's Attorney Office	\$21.50	600.00/yr
Buchholz, Martin	Hwy Department	\$25.50	900.00/yr
Burns, Cynthia	Auditor's Office	\$15.50	
Christie, Riley	Deputy Sheriff	\$23.50	
Costa, Samuel	Hwy Department	\$23.00	300.00/yr
Dobbs, Charles	Deputy Sheriff	\$24.75	
Fleming, Malachiah	Jailer	\$21.50	300.00/yr
Fleming, Melissa	Dispatcher	\$26.50	900.00/yr
Hageman, Wayne	Weed Board	\$25.00/mtg	
Hansen, Bradley	Jailer	\$25.16	900.00/yr
Holmes, Chaela	Treasurer's Office	\$17.85	300.00/yr
Hosterman, Rachel	Sheriff's Office	\$19.25	300.00/yr
Hylle, Amanda	24/7	\$16.00	
Janis, Bobbie	Auditor's Office	\$23.62	900.00/yr
Kipp, Samuel	Treasurer's Office	\$15.85	
Logue, Vincent	Deputy Sheriff	\$28.00	900.00/yr
Luther, Brandon	Jailer	\$23.50	600.00/yr
Maciejewski, Anna	Hwy Department	\$20.50	600.00/yr
Maciejewski, Calvin	Hwy Department	\$25.91	1200.00/yr
Madsen, Toni	24/7	\$16.00	
March, Cassidy	Extension	\$16.00	
Martin, Brian	Hwy Department	\$21.75	
Mendez, Jose	Maintenance Office	\$21.20	900.00/yr
Miles, Jay	Hwy Department	\$23.75	300.00/yr
Mraz, Jennifer	Coroner	\$150.00/call	
Mraz, Jennifer	Dispatcher	\$25.00	600.00/yr
Novotny, Bob	Weed Board	\$25.00/mtg	
Oechsle, Kenneth	Weed & Pest	\$12.75	
Otteson, Anthony	Jailer	\$23.50	600.00/yr
Petersen, Brandon	Deputy Sheriff	\$24.50	
Petersen Dee, Tamra	Assessor's Office	\$18.25	300.00/yr
Pokorski, David	Jailer	\$23.50	600.00/yr
Porter, Chrissy	Nurse Office	\$16.50	
Quintana, Veronica	Dispatcher	\$22.50	300.00/yr
Raskiewicz, Casey	Hwy Department	\$24.25	600.00/yr
Reitz, Janell	Treasurer's Office	\$15.50	
Ries, Abbey	Weed & Pest	\$14.00	
Rough Surface, Hayley	Dispatcher	\$21.00	300.00/yr
Schiferl, Tanner	Deputy Sheriff	\$24.50	
Schmidt, Stacy	Auditor's Office	\$22.47	900.00/yr
Schubbel, Frederick	Hwy Department	\$25.50	600.00/yr
Sides, John	Weed Board	\$25.00/mtg	
Simunek, Trina	Dispatcher	\$25.00	600.00/yr
Timmins, Kathy	Treasurer's Office	\$19.50	600.00/yr
Tomlinson, Julie	Auditor's Office	\$20.14	600.00/yr
Tschacher, Amber	Register of Deeds	\$15.50	
Two Bear, Lynn	State's Attorney Office	\$20.75	300.00/yr
Weishaupl, Carlee	Assessor's Office	\$16.25	
Wells, Darla	24/7	\$16.00	
Wilson, Blaine	Deputy Sheriff	\$24.75	
Wood, Wesley	Maintenance Office	\$19.25	300.00/yr
Wyatt, Jerry	Weed & Pest	\$25.00/mtg	



Zimiga, Austin

Jailer

\$23.50

600.00/yr

Motion made by Allen, seconded by Cope, to approve the consent agenda Fourth grouping to include the following: to set the chairman of the mental health board’s fee of \$125.00 per hour; to not rehire any employee who is eligible for and has retirement funds withheld, for a period of 6 months, if that employee has resigned and withdrawn their SD Retirement Funds, unless specifically authorized by the Board; and to appoint Stacey Martin as PIO (Public Information Officer), with Melissa Fleming and Bobbie Janis as assistants.

Motion made by Russell, seconded by Greenough, to approve the December 21, 2023 Commission meeting minutes.

There were no County assistance/death expense applications.

Sheriff Lyle Norton, met with the Board to provide updates and the jail census of 4 male inmates in house. He also spoke regarding the proposed Justice Center and the importance he feels for the Board to act. There has been an ongoing discussion regarding updating/upgrading/replacing the jail since approximately 1997 with only minor things being fixed. He is concerned that he will lose deputies due to discussions within the department. The Commissioners each expressed their opinions and concerns regarding the proposed Justice Center.

Commissioner Joe Allen presented an updated drawing of a new facility to hold 72 total inmates, with an estimated cost of \$10,400,000.00. Joe Falkenburg requested that this plan be sent to Elevatus to take into consideration for when they return to the next meeting on January 18, 2024. He also noted that this is an additional option to discuss for a potential Justice Center/Jail.

Randy Seiler, Highway Superintendent, met with the Board to request a private road work hearing and provide updates.

Motion made by Russell, seconded by Allen, to set a private road work hearing on February 1, 2024 at 9:30 a.m.

The Commissioners recognized that Tuesday, January 9, 2024 is National Law Enforcement Day and noted their appreciation for all of our local law enforcement employees.

Lily Heidebrink, Director of Equalization, met with the Board to request hire approval.

Motion made by Greenough, seconded by Allen to approve hiring Martha Trees as an Administrative Assistant at \$15.00/hr, effective 01/02/2024.

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

<b>GENERAL FUND</b>		
AMAZON CAPITAL SERVICES	SUPPLY	\$1,195.99
BLACK HILLS ENERGY	UTILITY POWER ELECTR	\$3,403.44
CAMERON, GEORGE	COURT REPORTER	\$161.70
CENTURY BUSINESS LEASING	COPIER LEASE AND USA	\$209.63
HOT SPRINGS ACE HARDWARE	SUPPLY	\$168.13
HOSTERMAN, RACHEL	REIMBURSEMENT	\$17.10
CITY OF HOT SPRINGS	HANGAR RENT	\$1,350.00

HUSTEAD LAW OFFICE, P.C.	CAAF/MENTAL ILLNESS	\$1,779.12
LYNNS DAKOTAMART	SUPPLY	\$31.06
LYNN'S DAK. MART PHARMACY	INMATE PHARMACY	\$644.57
OTIS ELEVATOR COMPANY	SERVICE CONTRACT	\$483.27
RUSSELL, LANCE	MILEAGE	\$28.00
SERVALL	RUG SERVICE	\$388.15
SKINNER, MATTHEW L. PC	CAAF	\$768.35
SOUTHERN HILLS LAW PLLC	CAAF	\$1,043.34
VANGUARD APPRAISALS INC	WEBSITE LICENSE CO M	\$15,981.25
VERIZON WIRELESS	CELL PHONE PLAN	\$785.89
FEES, IRMA	BLOOD DRAW	\$225.00
	<b>TOTAL FOR GENERAL FUND</b>	<b>\$28,663.99</b>
<b>COUNTY ROAD &amp; BRIDGE</b>		
A & B WELDING SUPPLY CO.	WELDING SUPPLIES/LEA	\$36.30
BLACK HILLS ENERGY	UTILITY POWER ELECTR	\$645.66
BOMGAARS	SUPPLY	\$41.93
BUTLER MACHINERY CO.	SUPPLIES/REPAIRS	\$1,786.56
FLOYD'S TRUCK CENTER	REPAIRS/PARTS	\$803.77
FORWARD DISTRIBUTING	SUPPLIES/PARTS	\$71.85
HOT SPRINGS ACE HARDWARE	SUPPLY	\$70.12
MG OIL	INVENTORY/SUPPLY	\$957.00
MCDANIEL	SERVICE/REPAIR	\$7,474.66
NELSONS OIL & GAS INC.	FUEL	\$4.85
SAFETY-KLEEN SYSTEMS, INC	SUPPLIES	\$124.47
	<b>TOTAL FOR COUNTY ROAD &amp; BRIDGE</b>	<b>\$12,017.17</b>
<b>911 SURCHARGE REIMBURSEMENT</b>		
VERIZON WIRELESS	CELL PHONE PLAN	\$41.92
	<b>TOTAL FOR 911 SURCHARGE REIMBURSEMENT</b>	<b>\$41.92</b>
<b>EMERGENCY MANAGEMENT</b>		
VERIZON WIRELESS	CELL PHONE PLAN	\$125.76
	<b>TOTAL FOR EMERGENCY MANAGEMENT</b>	<b>\$125.76</b>
	<b>TOTAL FOR BILLS BETWEEN 12/30/2023 &amp; 01/04/2024</b>	<b>\$40,848.84</b>

Break was taken at 9:40 a.m. The meeting resumed at 9:50 a.m.

Public Comment was held. Sue Ganje, Auditor introduced Arrow Bettelyoun, the new Elections Administrative Assistant for her office to the Board. Susan Henderson, County resident, spoke regarding the Crowe Dam and asked questions regarding the proposed Justice Center. Chief Deputy Sheriff Ish Belt spoke regarding the proposed Justice Center. Deputy Sheriff Riley Christie spoke regarding statistical law enforcement information for the area. Sydney Belt, County resident, spoke regarding the current infrastructure and her concerns.

Joe Falkenburg, Chairman, noted that we all want what will be best for everyone, then he declared the meeting adjourned at 10:11 a.m.

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

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



**AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER**

TO THE HONORABLE BOARD OF FALL RIVER COUNTY COMMISSIONERS:

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 31st day of December 2023.

<b>Total Amount of Deposit in First Interstate Bank, HS:</b>	\$	1,014,527.35
<b>Total Amount of Cash:</b>	\$	2,603.35
<b>Total Amount of Treasurer's Change Fund:</b>	\$	900.00
<b>Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:</b>	\$	7,807.09

**SAVINGS:**

#4) First Interstate Bank, HS:	\$	1,254,082.17
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**CERTIFICATES OF DEPOSIT:**

#8) Black Hills Federal Credit Union, HS:	\$	250,000.00
#14) Schwab Treasury:	\$	122,336.80
#15) First National Bank, Lead:	\$	324,874.62
#21) Schwab Treasury 2 Yr:	\$	272,700.63
#22) Schwab Treasury 2 Yr:	\$	988,511.72
#23) Schwab Treasury 2 Yr:	\$	988,750.00
#24) Schwab Treasury 2 Yr:	\$	2,088,187.50
#25) Schwab Treasury 3 Yr:	\$	1,958,125.00
#26) Schwab Treasury 4 Yr:	\$	1,040,710.31
#27) Schwab Treasury 2 Yr:	\$	990,100.78

**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
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**TOTAL \$ 11,305,178.33**

Dated This 31st Day of December 2023.

  
Sue Ganje, County Auditor of  
of Fall River County

  
Teresa Pullen, County Treasurer  
of Fall River County

County Monies	\$	10,927,621.46
Held for other Entities	\$	151,343.68
Held in Trust	\$	226,213.19
<b>TOTAL</b>	<b>\$</b>	<b>11,305,178.33</b>

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.

# Tax Bill #2023-9378



<b>Taxpayer:</b>	ADELONA, EBUN TRUST
<b>Legal:</b>	E1/2NE1/4SE1/4NW1/4, SEC 3, TWP 8, RG 5 (5.00 ACRES)
<b>Acres:</b>	0
<b>Property Address:</b>	1278 E CASCADE MTN RD
<b>Mailing Address:</b>	PO BOX 156 HOT SPRINGS SD 57747-0156
<b>Parcel Number:</b>	200000080503202
<b>Certificate Number:</b>	
<b>Second Owner name:</b>	ADELONA, EBUN TRUSTEE
<b>TOWNSHIP</b>	\$195.60
<b>COUNTY</b>	\$1,080.29
<b>COUNTY LIBRARY</b>	\$3.94
<b>H S AMBULANCE</b>	\$81.76
<b>HOT SPGS FD# 50</b>	\$83.33
<b>SCHOOL-OO</b>	\$2,246.64
<b>First Payment</b>	\$1,845.78
<b>Second Payment</b>	\$1,845.78
<b>Total</b>	\$3,691.56

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## Receipts

Tax Bill Has No Payment History

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## Abatements

Tax Bill Has No Abatements

4/23 F&T Value  
\$372,550

Requested Abatement  
\$2,228.38

Close

Value with Reduction  
\$147,820

$$\frac{147,820 \times 919 \times 10.7708}{1000} = 1463.18$$

$$3691.56 - 1463.18 = 2228.38$$



APPLICATION FOR ABATEMENT OR REFUND OF TAXES

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

STATE OF SOUTH DAKOTA

County of Fall River } ss.

Ebun Adelona

, being first duly sworn deposes

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



1. When an error has been made in any identifying entry or description of the property, in entering the valuation thereof or in the extension of the tax, to the injury of the complainant;



2. When improvements on any real property were considered or included in the valuation thereof, which did not exist thereon at the time fixed by law for making assessment;



3. When the complainant or the property is exempt from the tax;



4. When the complainant had no taxable interest in the property assessed against him at the time fixed by law for making the assessment;



5. When taxes have been erroneously paid or error made in noting payment or issuing receipt therefor;



6. When the same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax thereon for such year has been paid; provided that no tax shall be abated on any real property which has been sold for taxes, while a tax certificate is outstanding.

Late Applicant for tax Reduction Program  
Requesting abatement amount of \$2228.38

Ebun Adelona

1/10/23



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

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

Ebun Adelona  
P.O. Address PO Box 156  
Hof Springs, SD 57747

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires \_\_\_\_\_  
Notary Public \_\_\_\_\_

APPLICANT SHOULD USE THIS SPACE FOR FULL DESCRIPTION OF PROPERTY

DESCRIPTION OF PROPERTY	YEAR	VALUATION	STATE TAX	Consolidated Tax	Amt. of Abatement or Refund	
					Asked	Allowed
E 1/2 NE 1/4 SE 1/4 NW 1/4, Sec 3, Twp 8, Rg 5 (5.00 Acres)	2023	372 550		36 91.56	2228.38	

Approved - Disapproved by City or Township Board \_\_\_\_\_, 20\_\_\_\_  
Dated \_\_\_\_\_, 20\_\_\_\_  
Chairman City or Twp. Board. \_\_\_\_\_  
Approved by authority of Subdivision of SDCL-10-18-1.  
Dated \_\_\_\_\_, 20\_\_\_\_  
Chairman County Board. \_\_\_\_\_  
Rejected: \_\_\_\_\_  
Reasons: \_\_\_\_\_  
Dated \_\_\_\_\_, 20\_\_\_\_  
Chairman County Board. \_\_\_\_\_  
Applicant advised of action by notice dated \_\_\_\_\_, 20\_\_\_\_  
County Auditor.

ABATEMENT OR REFUND APPLICATION FOR \_\_\_\_\_  
of \_\_\_\_\_  
OFFICE OF COUNTY AUDITOR \_\_\_\_\_  
County \_\_\_\_\_  
Received and filed in my office on \_\_\_\_\_, 20\_\_\_\_.  
County Auditor. \_\_\_\_\_  
By \_\_\_\_\_ Deputy.

## COMBINED ELECTION AGREEMENT

This agreement is entered into between Fall River County, the City of Hot Springs, the Hot Springs School District 23-2, the Town of Oelrichs and the Oelrichs School District 23-3; all political subdivisions of the State of South Dakota, for the purpose of conducting a combined election provided under the provisions of SDCL 9-13-37, 13-7-10.3, 12-2-5 and 12-2-6 and allocating expenses of combined elections including elections to which the county is not typically involved.

**EFFECTIVE DATE:** This agreement shall become effective on the date that all parties have signed the agreement.

### **COMBINED ELECTIONS:**

**Cost Share:** Invoices will be issued by the County to each of the other parties upon completion of the election process after expenses have been divided appropriately.

- Each entity shall publish its own required notice of vacancy, other notices will be jointly published. The cost of jointly published notices shall be shared equally, except for the cost of publishing the sample ballot, where the cost shall be shared proportionately by ballot issue and/or candidate.
- Salaries and expenses of shared polling places will be shared proportionately by ballot issue and/or candidate by all the entities. The County is responsible for finding Poll Workers.
- The cost of materials (ballots, absentee envelopes, etc.) will be shared proportionately by ballot issue and/or candidate. Each entity will pay the cost of its individually used materials and supplies.
- Programming costs (ballots, Expressvotes, software, scanner, etc..) shall be shared proportionately by ballot issue and/or candidate.
- If any entity in the agreement is not required to have an election, the only cost to be paid by the entity/entities will be the Notice of Vacancy publication.

Fall River County will pay all costs associated with the election and the other parties agree to reimburse the County for each of their shares of the costs as determined in this agreement.

Proportionately is described as, the percentage of space used on the ballot for each entity's ballot issues and/or candidates and will be agreed upon by each entity for each election.

**Absentee/Early Voting:** Absentee ballots shall be available at the Fall River County Auditor's Office for voters who wish to vote absentee/early. Absentee board(s) will be hired by Fall River County and payment for the workers shall be shared equally between entities participating in the election.

**Election Night Counting Board:** If the City of Hot Springs, the Hot Springs School District 23-2, the Town of Oelrichs and/or the Oelrichs School District 23-3 place an item on a June Primary or November General Election ballot, those entities each agree, at no cost to the county, to provide a minimum of one (1) worker, if requested by the county, to assist in some capacity on election day.

**Canvassing the Vote:** Each entity shall canvass the votes of their election at the next designated meeting following the election. Poll books will be opened by the Fall River County canvassing board, canvassed, resealed and passed on to the next entity who will follow the same process until all entities have completed their canvassing process.

### **Other elections in which Fall River County is not a participant:**

**Cost Share:** Fall River County is not responsible for supplying other entities with supplies (absentee envelopes, etc.) needed to hold their own elections. However, if Fall River County provides supplies, in emergency situations, the County will be refunded the cost of the supplies that were used.

All costs incurred by Fall River County during election shall be invoiced back to the City/Schools/Town. Payments for said costs shall be remitted thirty (30) days after receipt of said invoice from Fall River County.



Equipment: Fall River County agrees to supply voting booths, secrecy sleeves and the required signage at no cost. The entity holding the election is responsible for setting a time and assisting with getting that equipment ready for Election Day and scheduling a time to assist in the return of said items. The entity is also responsible for transport and setup/teardown of the equipment. They are also responsible for the costs of replacing missing equipment and repairing any damage, other than mechanical failure. Other entities may choose to utilize the DS450 (automatic tabulating machine) at a cost of \$300.00 plus the cost of the County Election employees' salaries for their time to assist with the machine.

Election Support: Fall River Auditor's office staff will be present in the Auditor's office from 7:00 a.m. to 7:00 p.m. on Election Day to assist with registration issues and questions. The County will equally invoice each entity involved, the cost of the overtime pay incurred for the staff.

Other: At any time Fall River County, the City of Hot Springs, the Hot Springs School District 23-2, the Town of Oelrichs and/or the Oelrichs School District 23-3 may request to revisit this agreement to make any needed changes or updates.

**ATTEST:**

\_\_\_\_\_  
County Auditor, Fall River County  
Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman, Fall River County Commission

\_\_\_\_\_  
Finance Officer, City of Hot Springs  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Hot Springs

\_\_\_\_\_  
Business Manager, School District 23-2  
Date: \_\_\_\_\_

\_\_\_\_\_  
President, Hot Springs School District 23-2

\_\_\_\_\_  
Business Manager, School District 23-3  
Date: \_\_\_\_\_

\_\_\_\_\_  
President, Oelrichs School District 23-3

\_\_\_\_\_  
Finance Officer, Town of Oelrichs  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Town of Oelrichs

Equipment: Fall River County agrees to supply voting booths, secrecy sleeves and the required signage at no cost. The entity holding the election is responsible for setting a time and assisting with getting that equipment ready for Election Day and scheduling a time to assist in the return of said items. The entity is also responsible for transport and setup/teardown of the equipment. They are also responsible for the costs of replacing missing equipment and repairing any damage, other than mechanical failure. Other entities may choose to utilize the DS450 (automatic tabulating machine) at a cost of \$300.00 plus the cost of the County Election employees' salaries for their time to assist with the machine.

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Other: At any time Fall River County, the City of Hot Springs, the Hot Springs School District 23-2, the Town of Oelrichs and/or the Oelrichs School District 23-3 may request to revisit this agreement to make any needed changes or updates.

**ATTEST:**

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

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

*Misty Summers Walton*

Finance Officer, City of Hot Springs

Date: 1/2/24

\_\_\_\_\_  
Chairman, Fall River County Commission

*[Signature]*

Mayor, City of Hot Springs



\_\_\_\_\_  
Business Manager, School District 23-2

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

\_\_\_\_\_  
President, Hot Springs School District 23-2

\_\_\_\_\_  
Business Manager, School District 23-3

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

\_\_\_\_\_  
President, Oelrichs School District 23-3

\_\_\_\_\_  
Finance Officer, Town of Oelrichs

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

\_\_\_\_\_  
Mayor, Town of Oelrichs



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Other: At any time Fall River County, the City of Hot Springs, the Hot Springs School District 23-2, the Town of Oelrichs and/or the Oelrichs School District 23-3 may request to revisit this agreement to make any needed changes or updates.


**ATTEST:**

\_\_\_\_\_  
County Auditor, Fall River County  
Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman, Fall River County Commission

\_\_\_\_\_  
Finance Officer, City of Hot Springs  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Hot Springs

  
\_\_\_\_\_  
Business Manager, School District 23-2  
Date: 01-08-2024

  
\_\_\_\_\_  
President, Hot Springs School District 23-2

\_\_\_\_\_  
Business Manager, School District 23-3  
Date: \_\_\_\_\_

\_\_\_\_\_  
President, Oelrichs School District 23-3

\_\_\_\_\_  
Finance Officer, Town of Oelrichs  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Town of Oelrichs

Equipment: Fall River County agrees to supply voting booths, secrecy sleeves and the required signage at no cost. The entity holding the election is responsible for setting a time and assisting with getting that equipment ready for Election Day and scheduling a time to assist in the return of said items. The entity is also responsible for transport and setup/teardown of the equipment. They are also responsible for the costs of replacing missing equipment and repairing any damage, other than mechanical failure. Other entities may choose to utilize the DS450 (automatic tabulating machine) at a cost of \$300.00 plus the cost of the County Election employees' salaries for their time to assist with the machine.

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Other: At any time Fall River County, the City of Hot Springs, the Hot Springs School District 23-2, the Town of Oelrichs and/or the Oelrichs School District 23-3 may request to revisit this agreement to make any needed changes or updates.

**ATTEST:**

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

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

\_\_\_\_\_  
Chairman, Fall River County Commission

\_\_\_\_\_  
Finance Officer, City of Hot Springs

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

\_\_\_\_\_  
Mayor, City of Hot Springs

\_\_\_\_\_  
Business Manager, School District 23-2

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

\_\_\_\_\_  
President, Hot Springs School District 23-2

*Valerie Sword*

\_\_\_\_\_  
Business Manager, School District 23-3

Date: 1-8-2024

*Paul Deimke*

\_\_\_\_\_  
President, Oelrichs School District 23-3

\_\_\_\_\_  
Finance Officer, Town of Oelrichs

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

\_\_\_\_\_  
Mayor, Town of Oelrichs



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Other: At any time Fall River County, the City of Hot Springs, the Hot Springs School District 23-2, the Town of Oelrichs and/or the Oelrichs School District 23-3 may request to revisit this agreement to make any needed changes or updates.

ATTEST:

\_\_\_\_\_  
County Auditor, Fall River County  
Date:

\_\_\_\_\_  
President, Hot Springs School District  
23-2

\_\_\_\_\_  
Finance Officer, City of Hot Springs  
Date:

\_\_\_\_\_  
President, Oelrichs School District 23-3  
*Jinika Burdette* 1/9/24  
Mayor, Town of Oelrichs

\_\_\_\_\_  
Business Manager, School District  
23-2 Date:

\_\_\_\_\_  
Business Manager, School District  
23-3 Date:  
*Glenn White*

\_\_\_\_\_  
Finance Officer, Town of Oelrichs  
Date: *1/9/24*

\_\_\_\_\_  
Chairman, Fall River County  
Commission

\_\_\_\_\_  
Mayor, City of Hot Springs



14 Crosby Dr., 2nd Flr.,  
Bedford, MA 01730  
Tel: (978) 215-2400  
Fax: (952) 945-3339

January 5, 2024

Lyle Norton  
Fall River County Sheriff's Office  
906 North River  
Hot Springs, SD 57747  
So@frcounty.org  
(605) 745-7591

**RE: Maintenance and Support Agreement # 004017-001**

By means of this letter, IDEMIA Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **Fall River County Sheriff's Office** Maintenance and Support Agreement for the period **February 7, 2024, through February 6, 2025**, per the Terms and Conditions below.

Please indicate acceptance of this agreement by signing in the acceptance block below and returning it to my attention via Email at [helen.bakkers@us.idemia.com](mailto:helen.bakkers@us.idemia.com) at your soonest convenience.

If you have any questions or need further clarification, please contact me at (714) 575-2989 or e-mail [helen.bakkers@us.idemia.com](mailto:helen.bakkers@us.idemia.com). Thank you in advance.

Thank you,

*Helen Bakkers*

Helen Bakkers  
Maintenance Agreement Specialist  
IDEMIA Identity & Security USA LLC

**Accepted by:**

**IDEMIA IDENTITY & SECURITY USA LLC**

**FALL RIVER COUNTY SHERIFF'S OFFICE**

Signed by: 

Signed by: \_\_\_\_\_

Printed Name: Casey Mayfield

Printed Name: \_\_\_\_\_

Title: Sr. Vice President

Title: \_\_\_\_\_

Date: January 5, 2024

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

**Please note this is not an invoice. An invoice will be provided after receipt of the signed document or purchase order.**



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**Exhibit A: Description of Covered Products**

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**MAINTENANCE AND SUPPORT AGREEMENT NO.** SA # 004017-001

**CUSTOMER:** Fall River County Sheriff's Office

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The following table lists the Products under maintenance coverage:

SA004017-002 2/7/24 – 2/6/25 \$233.00

Product	Description	Node	Qty
Printer	Lexmark MS823dn	SDPR024	1

SA004017-001 3/22/24 - 2/6/25 \$2,182.00

Product	Description	Node	Qty
TPE-5	LiveScan System Cabinet Tenprint/Palmprint	SDDCTPE024	1

## Exhibit B: Maintenance and Support Agreement - Number SA # 004017-001

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. **Services Provided.** The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

Severity Level	Definition	Response Time	Target Resolution Time
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 **Reporting a Problem.** Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 **Seller Response.** Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 **Error Correction Status Report.** Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. **Customer Responsibility.**

2.1 Customer is responsible for running any installed anti-virus software.

2.2 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. **Seller Responsibility.**

3.1 **Anti-virus software.** At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 **Customer Notifications.** Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 **Account Reviews.** Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 **Remote Installation.** At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 **Software Release Compatibility.** At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases.



3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

*(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)*

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

## Exhibit C: Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # 004017-001 Date January 5, 2024

New Term Effective Start February 7, 2024 End February 6, 2025

For support on covered products, please contact Technical Help Desk at (800) 734-6241  
or email at: AnaheimCSCenter@us.idemia.com

### STANDARD SUPPORT

**Advantage – Software Support**

- ◆ Telephone Response: 2 Hour      ◆ Standard Releases & Updates      ◆ Supplemental Releases & Updates
- ◆ Remote Dial-In Analysis      ◆ Automatic Call Escalation      ◆ 8 a.m. – 5 p.m. Monday to Friday PPM
- ◆ Unlimited Telephone Support

**On-Site Hardware Support**

- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM      ◆ Defective Parts Replacement      ◆ Hardware Service Reporting
- ◆ Next Day PPM On-site Response      ◆ Escalation Support      ◆ Product Repair
- ◆ Hardware Vendor Liaison      ◆ Hardware Customer Alert Bulletins      ◆ Equipment Inventory Detail Management

**Parts Support**

- ◆ Parts Ordered & Shipped Next Business Day      ◆ Parts Customer Alert Bulletins
- \* If customer is providing their own on-site hardware support, the following applies:
  - Customer Orders & Replaces Parts      ➢ Telephone Technical Support for Parts Replacement Available

### ADDITIONAL OPTIONS

**Users Conference Attendance** (\$4,926.00 per Attendee)    Year: 2024    Number Attendees Requested 0

**Included in Registration Fee:**

- Conference Registration
- Attendee package upon arrival
- All sessions and training listed on the agenda
- Social events listed on the agenda
- Meals and breaks listed on the agenda
- Hotel room from Monday arrival through Friday morning checkout
- Round trip air travel
- Ground transportation between the conference airport and the conference hotel

**Not included in Registration Fee:**

- Transportation fee to/from your home town airport
- Airport parking fees in your home town
- Meals during your travel
- Meals outside those included in the conference
- Airline baggage fees
- In-room expenses such as pay-per-view, mini-bar, room service, and any other hotel incidentals
- Extra days before or after the conference

\$ 0

**GRAND TOTAL      \$ 2,415.00**

\*Exclusive of taxes if applicable

**PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)**



# Maintenance and Support Agreement - Number SA # 004017-001

## Terms & Conditions

IDEMIA Identity & Security USA LLC, ("IDEMIA" or "Seller") having a principal place of business at 14 Crosby Dr., 2nd Flr., Bedford, MA 01730, and Fall River County Sheriff's Office ("Customer"), having a place of business at 906 North River, Hot Springs, SD 57747, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the maintenance and support services as described below and in the attached exhibits. Seller and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows.

### Section 1. EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit-A "Description of Covered Products"

Exhibit-B "Support Plan"

Exhibit-C "Support Plan Options and Pricing Worksheet"

### Section 2. DEFINITIONS

"Equipment" means the physical hardware purchased by Customer from Seller pursuant to a separate System Agreement, Products Agreement, or other form of agreement.

"IDEMIA" means IDEMIA Identity & Security USA LLC.

"IDEMIA Software" means Software that IDEMIA or Seller owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

"Non-IDEMIA Software" means Software that a party other than IDEMIA or Seller owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Patch" means a specific change to the Software that does not require a Release.

"Principal Period of Maintenance" or "PPM" means the specified days, and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by Customer is indicated in the Support Plan Options and Pricing Worksheet.

"Products" means the Equipment (if applicable as indicated in the Description of Covered Products) and Software provided by Seller.

"Releases" means an Update or Upgrade to the IDEMIA Software and are characterized as "Supplemental Releases," "Standard Releases," or "Product Releases." A "Supplemental Release" is defined as a minor release of IDEMIA Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the IDEMIA Software. Depending on Customer's specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "1.2.3". A "Standard Release" is defined as a major release of IDEMIA Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: "1.2.3". A "Product Release" is defined as a major

release of IDEMIA Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1.2.3". If a question arises as to whether a Product offering is a Standard Release or a Product Release, IDEMIA's opinion will prevail, provided that IDEMIA treats the Product offering as a new Product or feature for its end user customers generally.

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Support Plan and provided under this Agreement.

"Software" means the IDEMIA Software and Non-IDEMIA Software that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established IDEMIA holidays.

"Standard Business Hour" means a sixty (60) minute period of time within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Support Plan Options and Pricing Worksheet.

"System" means the Products and services provided by Seller as a system as more fully described in the Technical and Implementation Documents attached as exhibits to a System Agreement between Customer and Seller (or IDEMIA).

"Technical Support Services" means the remote telephonic support provided by Seller on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist Customer in ascertaining the nature of a problem being experienced by the Customer, minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and assistance or advice on installation of Releases provided under this Agreement.

"Update" means a Supplemental Release or a Standard Release.

"Upgrade" means a Product Release.

### Section 3. SCOPE AND TERM OF SERVICES

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Seller will provide to Customer the Services in accordance with Customer's selections as indicated in the Support Plan Options and Pricing Worksheet, and such Services will apply only to the Products described in the Description of Covered Products.

3.2. Unless the Support Plan Options and Pricing Worksheet expressly provides to the contrary, the term of this Agreement is one (1) year, beginning on the Start Date. This annual maintenance and support period will automatically renew upon the anniversary date for successive one (1) year periods unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or this Agreement is terminated for default by a party.

3.3. This Agreement covers all copies of the specified Software listed in the Description of Covered Products that are licensed by Seller to Customer. If the price for Services is based



upon a per unit fee, such price will be calculated on the total number of units of the Software that are licensed to Customer as of the beginning of the annual maintenance and support period. If, during an annual maintenance and support period, Customer acquires additional units of the Software that is covered by this Agreement, the price for maintenance and support services for those additional units will be calculated and added to the total price either (1) if and when the annual maintenance and support period is renewed or (2) immediately when Customer acquires the additional units, as IDEMIA determines. Seller may adjust the price of the maintenance and support services effective as of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the annual maintenance and support period. If Customer notifies Seller of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Seller's consent provided (a) Customer pays to Seller the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Seller performs Services at the location of installed Products, Customer agrees to provide to Seller, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Seller to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Support Plan Options and Pricing Worksheet.

3.6. Seller will provide to Customer Technical Support Services and Releases as follows:

3.6.1. Seller will provide unlimited Technical Support Services and correction of Residual Errors during the PPM in accordance with the exhibits. The level of Technical Support depends upon the Customer's selection as indicated in the Support Plan Options and Pricing Worksheet. Any Technical Support Services that are performed by Seller outside the contracted PPM and any Residual Error corrections that are outside the scope shall be billed at the then current hourly rates. Technical Support Services will be to investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product and will not be used in lieu of training on the covered Products.

3.6.2. Unless otherwise stated in paragraph 3.6.3 or if the Support Plan Options and Pricing Worksheet expressly provides to the contrary, Seller will provide to Customer without additional license fees an available Supplemental or Standard Release after receipt of a request from Customer, but Customer must pay for any installation or other services and any necessary Equipment or third party software provided by Seller in connection with such Supplemental or Standard Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3. Seller will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Seller in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4. Seller does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at Customer's request on a time and materials basis at Seller's then current rates for professional services.

3.6.5. Seller's responsibilities under this Agreement to provide Technical Support Services shall be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases."). Notwithstanding the preceding sentence, Seller will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer shall install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).

3.7. The maintenance and support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Seller shall not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Seller's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Seller or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Seller.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Description of Covered Products.

3.7.14. Support of any interface(s) beyond Seller-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:



3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Seller's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Seller's Customer Support organization for reporting and verifying problems, and performing System backup. At least one member of the System Administrators group should have completed Seller's End-User training and System Administrator training (if available). The combined skills of this System Administrators group should include proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator shall follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Seller. Customer shall assist Seller in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Seller's Customer Support Center by telephone, but the System Administrator must follow up with Seller's Customer Support as soon as practical thereafter.

3.9. In performing repairs under this Agreement, Seller may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Seller shall become Seller's property.

3.10. Customer shall permit and cooperate with Seller so that Seller may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that price has been understated, Seller may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees). Seller will limit the number of audits to no more than one (1) per year except Seller may conduct quarterly audits if a prior audit indicated the price had been understated.

3.11. If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Seller will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12. Customer shall agree not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of the Seller.

#### **Section 4. RIGHT TO SUBCONTRACT AND ASSIGN**

Seller may assign its rights and obligations under this Agreement and may subcontract any portion of Seller's performance called for by this Agreement.

#### **Section 5. PRICING, PAYMENT AND TERMS**

5.1. Prices in United States dollars are shown in the Support Plan Options and Pricing Worksheet. Unless this exhibit expressly provides to the contrary, the price is payable annually in advance. Seller will provide to Customer an invoice, and Customer will make payments to Seller within twenty (20) days after the date of each invoice. During the term of this Agreement,

Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.

5.2. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.3. If Customer requests, Seller may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.4. Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Seller. If such charges are imposed upon Seller, Customer shall reimburse Seller upon receipt of proper documentation of such assessments.

5.5. Price Protection. On the Effective Date of each year during the Term, either Party may notify the other in writing of any desired change in the price of any of the Products as a result of an increase or decrease in IDEMIA's actual costs in the maintenance and support of the Products. After a Party has received such notice, if such Party does not accept any or all of such price changes, IDEMIA and Customer shall negotiate in good faith for a period not to exceed ten (10) days. In the absence of agreement regarding any proposed price changes, the prices shall remain unchanged pending resolution pursuant to the executive escalation. Any mutually agreed-upon change in the price for the Products will be documented in writing signed by Customer and IDEMIA and will be implemented on the date agreed by the Parties.

5.6. Inflation Adjustment. The Price Per Service/Other Basis identified above shall be adjusted for inflation on an annual basis during the term of this Agreement based upon the Consumer Price Index (CPI) published for the appropriate Product/Service as of the Effective Date of the parties' Agreement.

#### **Section 6. LIMITATION OF LIABILITY**

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Seller's (including any of its affiliated companies) total liability arising from this Agreement will be limited to the direct damages recoverable under law, but not to exceed the price of the maintenance and support services being provided for one (1) year under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT SELLER (INCLUDING ANY OF ITS AFFILIATED COMPANIES) WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SYSTEM, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT.** This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

#### **Section 7. DEFAULT/TERMINATION**

7.1. If IDEMIA breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance), Customer may consider IDEMIA to be in default. If Customer asserts a default, it will give IDEMIA written and detailed notice of the default. IDEMIA will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If IDEMIA



provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.

7.2. If Customer breaches a material obligation under this Agreement (unless IDEMIA or a Force Majeure causes such failure of performance); if Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law, IDEMIA may consider Customer to be in default. If IDEMIA asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to IDEMIA. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of IDEMIA's approval of the plan.

7.3. If a defaulting party fails to cure the default as provided above in Sections 7.1 or 7.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Section 6 above.

7.4. Upon the expiration or earlier termination of this Agreement, Customer and Seller shall immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of this Agreement. Confidential Information shall include: (a) proprietary materials and information regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by Seller to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Seller in connection with this Agreement that is required by law to be held confidential.

7.5. IDEMIA develops, manufactures, licenses and offers high technology products and services. In the ordinary course of its product development life cycle, IDEMIA will declare certain products as obsolete and end-of-life ("EOL"). In the event that IDEMIA determines that a product is EOL, IDEMIA shall endeavor to provide its customer with at least twelve (12) months advanced notice of the EOL date. Such notice shall include the planned last purchase order date and last shipment date for the EOL product. At the time that IDEMIA provides its customers with such EOL notice, IDEMIA shall further endeavor to provide its customer with notice of IDEMIA's intent to offer a next version of the product, or a new or substitute product or service with the same or similar functionality to the EOL product. IDEMIA's product EOL notice shall also include the planned period for any continued technical support of the EOL product. During any continued technical support period, IDEMIA will continue to use commercially reasonable efforts to repair the EOL product based on availability of parts and availability of trained technical support, however, IDEMIA does not warrant performance of the EOL product and IDEMIA will not prepare any further updates or maintenance fixes for the EOL product.

**Section 8. GENERAL TERMS AND CONDITIONS**

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and shall be effective upon receipt.

Customer: Fall River County Sheriff's Office

Attn: Lyle Norton

906 North River

Hot Springs, SD 57747

Phone: (605) 745-7591

Seller: IDEMIA Identity & Security USA LLC

Attn: Maintenance Agreements

14 Crosby Dr., 2nd Flr.

Bedford, MA 01730

Phone: (978)215-2400 Fax: (952)945-3339

8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

8.3. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

8.4. Customer may not assign any of its rights under this Agreement without IDEMIA's prior written consent.

8.5. This Agreement, including the exhibits, constitutes the entire agreement of the parties regarding the covered maintenance and support services and supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the services performed. Neither this Agreement nor the Exhibits may not be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements, or other writings (even if attached to this Agreement).

8.6. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Products are shipped if Licensee is a sovereign government entity or the laws of the State of Delaware if Licensee is not a sovereign government entity.

**Section 9. CERTIFICATION DISCLAIMER**

Seller specifically disclaims all certifications regarding the manner in which Seller conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Seller.

**Section 10. COMPLIANCE WITH APPLICABLE LAWS**

The Parties shall at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, shall obtain any approval or permit required in the performance of its obligations. Neither Seller nor any of its employees is an agent or representative of Customer.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed as of the day and year first written above.







Rachel Hosterman &lt;rachel.h@frcounty.org&gt;

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**Re: AED Battery Quote**

1 message

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**Joel Aulner** <joel.onsitefirstaid@gmail.com>  
To: Rachel Hosterman <so@frcounty.org>

Tue, Jan 9, 2024 at 5:43 PM

Rachel

The batteries have an updated part number of 11141-000165 and they would be \$328 each if you get 8.

The pads are \$188.95 each if you get 8.

Please let me know asap since my vendor may raise their pricing soon they tell me.

Thank you!

Joel Aulner

On-Site First Aid &amp; Safety

605-391-4338

On Jan 8, 2024, at 4:03 PM, Rachel Hosterman <so@frcounty.org> wrote:

Hi, Joel -

Thanks for your time on the phone earlier today. As discussed, we'd like a quote on quantity eight (8) LifePak CR2 Defibrillator lithium batteries and replacement pads. (The battery I checked has Ref #11141-000163 and PN 3314533-004.)

Please let me know if you have any questions and I appreciate your help with a quote!

Rachel Hosterman  
Administrative Assistant  
Fall River County Sheriff's Office  
906 N River Street  
Hot Springs SD 57747  
Office (605)745-4444  
so@frcounty.org





**Quick Quote 1/12/2024 7:05 PM**

Quote Number: 10849672  
Version: 1  
Prepared For: FALL RIVER COUNTY SHERIFF  
Attn:

Rep: Joe Schmitz  
Email: joseph.m.schmitz@stryker.com  
Phone Number: (605) 310-8808

GPO: CUSTOMER CONTRACT

Quote Date: 01/12/2024  
Expiration Date: 02/11/2024  
Contract Start: 01/12/2024  
Contract End: 01/11/2025

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	FALL RIVER COUNTY SHERIFF	Name:	FALL RIVER COUNTY SHERIFF	Name:	FALL RIVER COUNTY SHERIFF
Account #:	20137251	Account #:	20137251	Account #:	20137251
Address:	906 N RIVER ST HOT SPRINGS South Dakota 57747-1309	Address:	906 N RIVER ST HOT SPRINGS South Dakota 57747-1309	Address:	906 N RIVER ST HOT SPRINGS South Dakota 57747-1309

**Data Solutions:**

#	Product	Description	Qty	Sell Price	Total
1.0	99428-000383	Supply Replenishment, LPCR2 - one time replenishment, can only be purchased with purchase of LIFELINKcentral packages above	8	\$161.15	\$1,289.20
Data Solutions Total:					\$1,289.20

**Price Totals:**

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$0.00
<b>Grand Total:</b>	<b>\$1,289.20</b>

Prices: In effect for 30 days

Terms: Net 30 Days

*Donated from MS Ams*  
*2019*  
**RECEIVED JAN 16 2024**



## Quick Quote 1/12/2024 7:05 PM

Quote Number: 10849672

Version: 1

Prepared For: FALL RIVER COUNTY SHERIFF

Attn:

Rep: Joe Schmitz

Email: joseph.m.schmitz@stryker.com

Phone Number: (605) 310-8808

GPO: CUSTOMER CONTRACT

Quote Date: 01/12/2024

Expiration Date: 02/11/2024

Contract Start: 01/12/2024

Contract End: 01/11/2025

### Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).



*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: January 18, 2024

Subj: Commission Update

1. **LEMPG 1<sup>st</sup> Quarter Single Signature Form**: I am requesting approval to have the Chairman sign the form. All items required are completed.
2. **2024 List of Volunteers**: Attached is the listing of the volunteers for Emergency Management.
3. **SD WFS Resource Ordering**: Attached is the Resolution 2024-4 designating individuals authorized to order state resources due to an emergency. Request approval to have the Chairman sign the Resolution.
4. **2024 Homeland Security Grant (HLS)**: The grant application period is open until February 15, 2024.
5. **SDPA Pipeline Training**: The annual SDPA training is scheduled for February 5, 2023, starting at 5:30p at the Catholic Church in Hot Springs.
6. **ICS 300**: Gary Baker attended the required ICS course in Rapid City on January 8<sup>th</sup>-10<sup>th</sup>.
7. **Fires & Incidents**:
  - a. **12/26/2023**: Hay Bale Fire: 30068 Hat Creek Rd.: Ardmore Fire.
  - b. **1/2/2024**: Smoke Call: False Alarm, Homeowner had a burn permit.
  - c. **1/02/2024**: Grass Fire: Semi lost tire and sparks started road ditch on fire: Minnekahta Fire and Fall River Sheriff.
  - d. **1/8/2024**: Vehicle Fire: Hwy 18 & 385 intersection by Forney's: Oelrichs Fire and Fall River Sheriff.
  - e. **1/8/2024**: Propane Leak: 717 S. Chicago: Hot Springs Fire and Hot Springs Police.
  - f. **1/9/2024**: Smoke Report: 1201 Hwy. 18: Hot Springs Fire: False Alarm.

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

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





*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: January 18, 2024**

**Subj: Volunteers**

**Emergency Management**

1. The following is a list of known volunteers that may be utilized during events within Fall River County:  
Tracy Bastian  
Kevin Fees  
Les Madsen  
Phil Knapp  
Ed Jensen  
Lyle Jensen  
Tim Hammel  
Hot Springs Radio Club Members  
Marc Lamphere  
Jan Speirs  
Sally Park Hageman  
Loren Seegrist  
Bob Beninati  
Willard Rome  
Richard Ball
2. The list is not inclusive, and may be expanded during an actual event. If additional individuals are needed, a sign in sheet will be provided to allow coverage under the county workers comp insurance.

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

**Fall River County**  
**RESOLUTION #2024-04**

WHEREAS, the South Dakota Wildland Fire Coordinator is authorized to assist in fighting range fires through the State; and

WHEREAS, a county must formally request his assistance pursuant to SDCL 41-20A-11; and

WHEREAS, because there is insufficient time to hold a meeting and adopt a resolution during a fire, Fall River County can designate a person (s) with authority to request assistance under this law;

NOW THEREFORE BE IT RESOLVED, that the Fall River County Commissioners hereby designate the following person (s) with the authority to request assistance from the State Wildland Fire Coordinator in fighting range fires:

Franklin W. Maynard  
EMERGENCY MANAGEMENT DIRECTOR  
605 890-7245 (CELL) or 605 745-7562 (OFFICE)

Lyle Norton  
FALL RIVER COUNTY SHERIFF  
605 890-1931 (CELL) or 605 745-4444 (OFFICE)

Joe Falkenberg  
COMMISSIONER  
307 259-2583 (CELL) or 605 459-2608 (HOME)

Deb Russell  
COMMISSIONER  
605 890-9796 (CELL) or 605 424-2135 (HOME)

Joe Allen  
COMMISSIONER  
605 745-1890 (HOME)

Heath Greenough  
COMMISSIONER  
605 890-9488 (CELL)

Les Cope  
COMMISSIONER  
605 441-4960 (CELL) or 605 535-6910 (HOME)

Dated this 18<sup>th</sup> day of January, 2024

---

Joe Falkenburg, Chairman  
Fall River Board of County Commissioners

ATTEST:

---

Sue Ganje  
Fall River County Auditor's Office

**FALL RIVER COUNTY RESOLUTION #2024-05**

**WHEREAS**, the Fall River County Board of Commissioners did adopt the following 2024 ANNUAL LOAD RESTRICTIONS:

Fall River County will impose load limits as follows in coordination with the State Highway's Annual Load Restrictions:

All oil roads will be posted at 7 ton and 40 mph, with the exception of County Road 6N aka as Look Out Road to be posted at 10 ton. These are seasonal Spring Load Limits and the restrictions will take effect when the signs are in place.

**NOW THEREFORE BE IT RESOLVED**, this resolution was approved and passed on this 18<sup>th</sup> day of January, 2024.

ATTEST:

\_\_\_\_\_  
Joe Falkenburg, Chairman  
Fall River County Board of Commissioners

\_\_\_\_\_  
Sue Ganje, Fall River County Auditor



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

On this date Jan. 2024, the Applicant hereby applies to the Fall River County Highway Department for permission to construct an approach road connection to the South side of (road name) Smithwick Rd. (road #) 1 approximately at 50 yards east of bridge. The road approach will serve a residence and will be (residence, church, business, etc.) constructed between April and August at (beginning date) (completion date) at

applicant's expense.

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

Name: Mona E. Lee Address: P.O. Box 24

Phone #: 605-891-1596 Signed: Mona E. Lee  
(Property Owner)

---

**TO BE COMPLETED BY FALL RIVER COUNTY HIGHWAY DEPARTMENT**

Permit #: 1-9-24  
MO/DY/YR

PRELIMINARY INSPECTION: Date 1-9-24 By: Randy Seiter

Culvert Diameter 6 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.

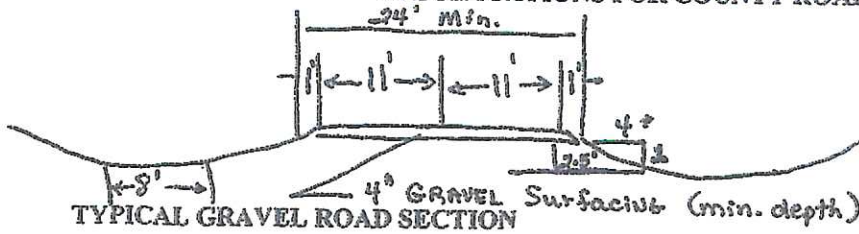
Remarks: \_\_\_\_\_

---

PERMIT:  APPROVED  DENIED

Randy Seiter Date: 1-9-24  
Superintendent/Foreman

FALL RIVER COUNTY HIGHWAY DEPARTMENT  
SPECIFICATIONS FOR COUNTY ROADS AND APPROACHES

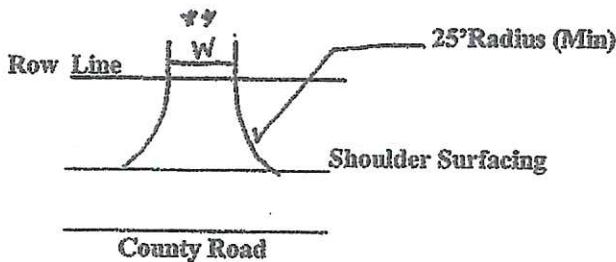


\* Maximum slope is 4 to 1 (current Standard of the South Dakota DOT Steeper slopes are subject to the Approval of Fall River County

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

The following are standards which shall be met:

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



W Is Surface Width at Right-Of-Way line  
W - 16' Min. for Single Residences  
W - 20' Min for Multiple Residences  
W - 28' Min. for Commercial  
Maximum W - 50'

TYPICAL APPROACH DETAIL

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

APPROVED BY:

(Chairman) FALL RIVER COUNTY COMMISSIONERS

DATE

RECOMMENDED BY:

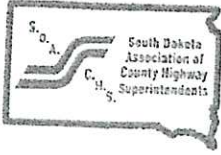
*Randy Saito*

FALL RIVER COUNTY HIGHWAY SUPERINTENDENT

1-9-24

DATE





**2024 SHORT COURSE REGISTRATION FORM  
THE LODGE AT DEADWOOD - MARCH 19-21, 2023**

EARLY REGISTRATION  
DEADLINE IS POSTMARKED BY MARCH 8, 2023

**CONTACT INFORMATION**

BUSINESS/COUNTY NAME Randy Seiler PHONE Hot Springs SD 57447  
 PRIMARY CONTACT Fall River EMAIL \_\_\_\_\_  
 ADDRESS 605-745-5137 CITY/STATE/ZIP P.O. Box 939

**REGISTRATION** 606

REGISTRATION TYPE	QUANTITY	PAID BY 3/10/2023	PAID AFTER 3/10/2023	TOTAL
COUNTY / GOVERNMENT ATTENDEE REGISTRATION		\$100 each	\$150 each	100.
8-FT VENDOR BOOTH (INCLUDES ONE FREE REGISTRATION)		\$400 each	\$500 each	
ADDITIONAL VENDOR / CONSULTANT / CONTRACTOR REGISTRATION (Booth required)		\$150 each	\$200 each	
SPOUSE / SIGNIFICANT OTHER		\$20 each	\$50 each	

Attendance at conference functions requires registration. Registrants will be issued name badges, which are required for admittance to all functions.

**NAMES FOR CONFERENCE BADGES**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

**SPONSORSHIP LEVELS**

Diamond - \$5000   
  Platinum - \$2500   
  Gold - \$1000   
  Silver - \$500  
 Optional Designation of Sponsorship  GENERAL   
  MEALS   
  BREAK   
  KEYNOTE

**PAYMENT TYPE**

Credit Card   
  Check - Make payable to SDACHS   
  Purchase Order No. \_\_\_\_\_

5527-4761-1094-0405    2-27    325  
 Credit Card Number    Exp. Date    Security Code  
Randy Seiler    Randy Seiler    605-745-5137  
 Name on Card    Signature    Phone Number  
P.O. Box 939    Hot Springs    57447  
 Address    City, State    Billing Zip Code

\* A 3.6% convenience fee will be assessed to each credit card transaction.

Mail Completed Registration Form & payment to:  
 SDACHS, Brian Gustad, Secretary/Treasurer  
 422 Western Ave, Brookings, SD 57006

Registration forms with credit card or purchase order payment method may be emailed to:  
[bgustad@brookingscountysd.gov](mailto:bgustad@brookingscountysd.gov)

FALL RIVER COUNTY COMMISSION RESOLUTION #2024-\_\_\_\_

WHEREAS, SDCL 31-12-48 allows the Fall River County Board of Commissioners to designate secondary highways as no maintenance after conducting a hearing noticed by publication pursuant to SDCL 31-12-48; and

WHEREAS, the Board of Commissioners finds that the notice required by SDCL 31-12-48 has been completed by publication in the Fall River County Herald Star; and

WHEREAS, the Board of Commissioners has determined that the following secondary highway is used less than occasionally or intermittently for passenger and commercial travel pursuant to SDCL 31-12-46; and

NOW, THEREFORE, BE IT RESOLVED BY THE FALL RIVER COUNTY COMMISSION, that the unnamed secondary highway on the section line between sections four (4) and five (5) in Township Eight (8) South, Range One (1) East of the Black Hills Meridian starting at the intersection from Moss Agate Road north for a distance of one mile to the Township Boundary is designated no maintenance.

BE IT FURTHER RESOLVED BY THE FALL RIVER COUNTY COMMISSION, that the Fall River County Highway Superintendent shall post signs required by SDCL 31-12-49 as soon as practicable on said highway.

BE IT FURTHER RESOLVED BY THE FALL RIVER COUNTY COMMISSION, that the United States Forest Service is hereby respectfully requested to add said unnamed road to the Buffalo Gap National Grassland Travel Management Map, as SDCL 31-12-50 requires that said unnamed highway shall remain open to public access.

Moved, passed and adopted this 18<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Joe Falkenburg, Chairman  
Fall River County Commissioners

ATTEST:

\_\_\_\_\_  
Sue Ganje, Auditor  
Fall River County





FALL RIVER COUNTY COMMISSION RESOLUTION #2024-\_\_\_\_\_

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WHEREAS, the Board of Commissioners finds that the notice required by SDCL 31-12-48 has been completed by publication in the Fall River County Herald Star; and

WHEREAS, the Board of Commissioners has determined that the following secondary highway is used less than occasionally or intermittently for passenger and commercial travel pursuant to SDCL 31-12-46; and

NOW, THEREFORE, BE IT RESOLVED BY THE FALL RIVER COUNTY COMMISSION, that a portion of Rocky Ford Road (County Road 11S) in Township Nine (9) South, Range Five (5) East and Township Nine (9) South, Range Four (4) East of the Black Hills Meridian starting at the intersection of Highland Road then meandering south and west across the Cheyenne River for an approximate distance of two and one-half (2 ½) miles, then south on the section line between Section Eleven (11) and Section Twelve (12) for an approximate distance of three-quarters (¾) of a mile, then west for approximately three-eighths (¾) of a mile on the section line between Section Eleven (11) and Section Fourteen (14) in said Township and Range is designated no maintenance.

BE IT FURTHER RESOLVED BY THE FALL RIVER COUNTY COMMISSION, that the Fall River County Highway Superintendent shall post signs required by SDCL 31-12-49 as soon as practicable on said highway.

Moved, passed and adopted this 18<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Joe Falkenburg, Chairman  
Fall River County Commissioners

ATTEST:

\_\_\_\_\_  
Sue Ganje, Auditor  
Fall River County



FALL RIVER COUNTY COMMISSION RESOLUTION #2024-\_\_\_\_\_

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WHEREAS, the Board of Commissioners finds that the notice required by SDCL 31-12-48 has been completed by publication in the Fall River County Herald Star; and

WHEREAS, the Board of Commissioners has determined that the following secondary highway is used less than occasionally or intermittently for passenger and commercial travel pursuant to SDCL 31-12-46; and

NOW, THEREFORE, BE IT RESOLVED BY THE FALL RIVER COUNTY COMMISSION, that a portion of Highland Road (County Road 71B) in Township Eight (8) South, Range Four (4) East of the Black Hills Meridian starting at where Highland Road leaves the section line in Section thirty-six (36) continuing northwest for a distance of one-half ( $\frac{1}{2}$ ) miles to the section line between Section thirty-five (35) and thirty-six (36) in said Township and Range is designated no maintenance.

BE IT FURTHER RESOLVED BY THE FALL RIVER COUNTY COMMISSION, that the Fall River County Highway Superintendent shall post signs required by SDCL 31-12-49 as soon as practicable on said highway.

Moved, passed and adopted this 18<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Joe Falkenburg, Chairman  
Fall River County Commissioners

ATTEST:

\_\_\_\_\_  
Sue Ganje, Auditor  
Fall River County





FALL RIVER COUNTY COMMISSION RESOLUTION #2024-\_\_\_\_\_

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WHEREAS, the Board of Commissioners finds that the notice required by SDCL 31-12-48 has been completed by publication in the Fall River County Herald Star; and

WHEREAS, the Board of Commissioners has determined that the following secondary highway is used less than occasionally or intermittently for passenger and commercial travel pursuant to SDCL 31-12-46; and

NOW, THEREFORE, BE IT RESOLVED BY THE FALL RIVER COUNTY COMMISSION, that Tall Grass Road in Township Nine (9) South, Range Three (3) East of the Black Hills Meridian starting at the intersection with Plumb Creek Road (County Road 6S) east for a distance of one (1) mile along the section line between Section twenty-seven (27) and Section thirty-four (34) to the end of the road in said Township and Range is designated no maintenance.

BE IT FURTHER RESOLVED BY THE FALL RIVER COUNTY COMMISSION, that the Fall River County Highway Superintendent shall post signs required by SDCL 31-12-49 as soon as practicable on said highway.

Moved, passed and adopted this 18<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Joe Falkenburg, Chairman  
Fall River County Commissioners

ATTEST:

\_\_\_\_\_  
Sue Ganje, Auditor  
Fall River County



FALL RIVER COUNTY COMMISSION RESOLUTION #2024-\_\_\_\_

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WHEREAS, the Board of Commissioners has determined that the following secondary highway is used less than occasionally or intermittently for passenger and commercial travel pursuant to SDCL 31-12-46; and

NOW, THEREFORE, BE IT RESOLVED BY THE FALL RIVER COUNTY COMMISSION, that Tall Grass Road in Township Nine (9) South, Range Three (3) East of the Black Hills Meridian starting at the intersection with Plumb Creek Road (County Road 6S) west for a distance of one-half (½) mile along the section line between Section Twenty-Eight (28) and Section thirty-three (33) to the end of the road in said Township and Range is designated no maintenance.

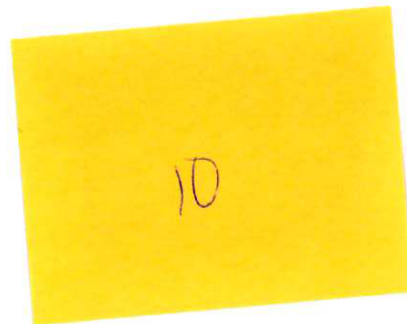
BE IT FURTHER RESOLVED BY THE FALL RIVER COUNTY COMMISSION, that the Fall River County Highway Superintendent shall post signs required by SDCL 31-12-49 as soon as practicable on said highway.

Moved, passed and adopted this 18<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Joe Falkenburg, Chairman  
Fall River County Commissioners

ATTEST:

\_\_\_\_\_  
Sue Ganje, Auditor  
Fall River County



FALL RIVER COUNTY COMMISSION RESOLUTION #2024-\_\_\_\_\_

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WHEREAS, the Board of Commissioners finds that the notice required by SDCL 31-12-48 has been completed by publication in the Fall River County Herald Star; and

WHEREAS, the Board of Commissioners has determined that the following secondary highway is used less than occasionally or intermittently for passenger and commercial travel pursuant to SDCL 31-12-46; and

NOW, THEREFORE, BE IT RESOLVED BY THE FALL RIVER COUNTY COMMISSION, that Wild Sage Road in Township Seven (7) South, Range Three (3) East of the Black Hills Meridian starting at the intersection with South Dakota Highway 89 west for a distance of one-half (½) mile along the section line between Section thirteen (13) and Section twenty-four (24) to the end of the road in said Township and Range is designated no maintenance.

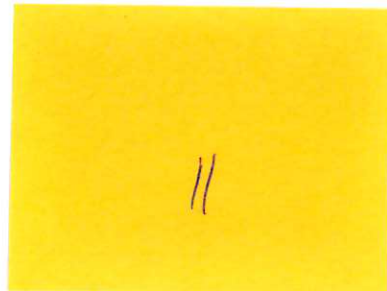
BE IT FURTHER RESOLVED BY THE FALL RIVER COUNTY COMMISSION, that the Fall River County Highway Superintendent shall post signs required by SDCL 31-12-49 as soon as practicable on said highway.

Moved, passed and adopted this 18<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Joe Falkenburg, Chairman  
Fall River County Commissioners

ATTEST:

\_\_\_\_\_  
Sue Ganje, Auditor  
Fall River County





FALL RIVER COUNTY COMMISSION RESOLUTION #2024-\_\_\_\_\_

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WHEREAS, the Board of Commissioners finds that the notice required by SDCL 31-12-48 has been completed by publication in the Fall River County Herald Star; and

WHEREAS, the Board of Commissioners has determined that the following secondary highway is used less than occasionally or intermittently for passenger and commercial travel pursuant to SDCL 31-12-46; and

NOW, THEREFORE, BE IT RESOLVED BY THE FALL RIVER COUNTY COMMISSION, that the a portion of Moss Agate Road (County Road 9A) in Township Eight (8) South, Range One (1) East of the Black Hills Meridian starting at the Wyoming Border east for a distance of four and one-half (4 ½) miles to the center of Section 11 in said Township and Range is designated no maintenance.

BE IT FURTHER RESOLVED BY THE FALL RIVER COUNTY COMMISSION, that the Fall River County Highway Superintendent shall post signs required by SDCL 31-12-49 as soon as practicable on said highway.

Moved, passed and adopted this 18<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Joe Falkenburg, Chairman  
Fall River County Commissioners

ATTEST:

\_\_\_\_\_  
Sue Ganje, Auditor  
Fall River County

12

FALL RIVER COUNTY COMMISSION RESOLUTION #2024-\_\_\_\_\_

WHEREAS, SDCL 31-12-48 allows the Fall River County Board of Commissioners to designate secondary highways as no maintenance after conducting a hearing noticed by publication pursuant to SDCL 31-12-48; and

WHEREAS, the Board of Commissioners finds that the notice required by SDCL 31-12-48 has been completed by publication in the Fall River County Herald Star; and

WHEREAS, the Board of Commissioners has determined that the following secondary highway is used less than occasionally or intermittently for passenger and commercial travel pursuant to SDCL 31-12-46; and

NOW, THEREFORE, BE IT RESOLVED BY THE FALL RIVER COUNTY COMMISSION, that the portion of Coal Creek Road (County Road 8S) in Township Nine (9) South, Range Two (2) East of the Black Hills Meridian starting at the northeast corner of the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of Section Twenty-One (21) south for a distance of one and a quarter (1 1/4) miles and then west for a distance of one-half (1/2) mile to the end of the road in said Township and Range is designated no maintenance.

BE IT FURTHER RESOLVED BY THE FALL RIVER COUNTY COMMISSION, that the Fall River County Highway Superintendent shall post signs required by SDCL 31-12-49 as soon as practicable on said highway.

Moved, passed and adopted this 18<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Joe Falkenburg, Chairman  
Fall River County Commissioners

ATTEST:

\_\_\_\_\_  
Sue Ganje, Auditor  
Fall River County



FALL RIVER COUNTY COMMISSION RESOLUTION #2024-\_\_\_\_\_

WHEREAS, SDCL 31-12-48 allows the Fall River County Board of Commissioners to designate secondary highways as no maintenance after conducting a hearing noticed by publication pursuant to SDCL 31-12-48; and

WHEREAS, the Board of Commissioners finds that the notice required by SDCL 31-12-48 has been completed by publication in the Fall River County Herald Star; and

WHEREAS, the Board of Commissioners has determined that the following secondary highway is used less than occasionally or intermittently for passenger and commercial travel pursuant to SDCL 31-12-46; and

NOW, THEREFORE, BE IT RESOLVED BY THE FALL RIVER COUNTY COMMISSION, that the unnamed road on the section line between sections twenty-three (23) and twenty-six (26) in Township Eight (8) South, Range Two (2) East of the Black Hills Meridian starting at the intersection from Dewey Road (County Highway 6463) west for a distance of one-half (1/2) mile to the end of the road is designated no maintenance.

BE IT FURTHER RESOLVED BY THE FALL RIVER COUNTY COMMISSION, that the Fall River County Highway Superintendent shall post signs required by SDCL 31-12-49 as soon as practicable on said highway.

Moved, passed and adopted this 18<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Joe Falkenburg, Chairman  
Fall River County Commissioners

ATTEST:

\_\_\_\_\_  
Sue Ganje, Auditor  
Fall River County







## 4-H Update

January 18, 2024

- Fiber to Fleece workshop
  - 6 classes where youth learn how to take raw wool through the process to a finished yarn project.
- Beginning stages of Youth Livestock Literacy Events.
- Working on schedule to attend at least 2 club's meetings each month.
- Shooting Sports
  - Starts 1/28/24 at the Tays building.
  - Youth 8-18 can participate in air rifle, bb gun, air pistol and archery.
  - Open to all community youth. Non 4-H youth can pay the insurance fee of \$1.50 and enroll as an independent member.
- In December, I participated in Bison Interest Days
  - Did a lava lamp workshop with 23 elementary students.
  - The workshop's topic was an introduction to density.
  - I look forward to holding another workshop this semester.
- Continuing to work with Oelrichs after school program.
- Looking for grants to purchase Ozobots, they run \$2050.00 for the basic kit
  - These robots teach youth some basic programming in two different ways:
    - Screen free using color code markers to program the ozobot to preform tasks
    - Online with Ozobot Blockly visual programming or through Python
- Keep trying to contact admin at the Boy's and Girl's club to help with programming.
- Working on putting together an Advisory committee and hope to have our first meeting in March.



FALL RIVER COUNTY RESOLUTION #2024-\_\_

VHHP TRACT AND ACKERMAN TRACT, LOCATED IN THE S1/2 OF  
GOVERNMENT LOT 6 OF SECTION 6, T7S, R6E, 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 18<sup>th</sup> day of January, 2024.

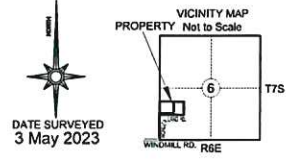
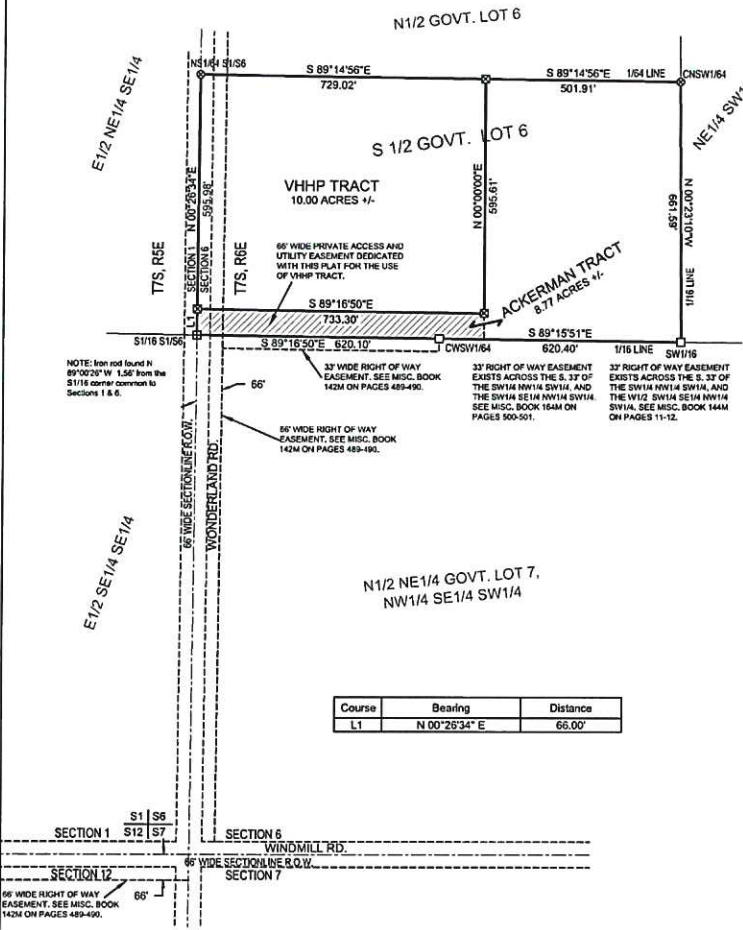
\_\_\_\_\_  
Joe Falkenburg, Chairman  
Fall River County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Sue Ganje, Auditor  
Fall River County Auditor



A PLAT OF  
**VHHP TRACT AND ACKERMAN TRACT, LOCATED IN THE S1/2 OF  
 GOVERNMENT LOT 6 OF SECTION 6, T7S, R6E, BHM, FALL  
 RIVER COUNTY, SOUTH DAKOTA**

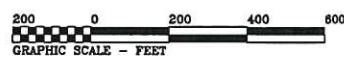


DATE SURVEYED  
 3 May 2023

**BASIS OF BEARING - GPS OBSERVATION**  
 taken S 42°36'42\" W 1769.66' from the  
 SW1/16 corner.  
 OPUS STATIC SOLUTION NAD83(2011)  
 LAT: 43°27'47.25482\"  
 LONG: -103°27'40.08910\"

**LEGEND**

- ☒ Set rebar w/aluminum cap marked  
 \*ANDERSEN ENG PLS 5905\*
- ☉ Found rebar w/aluminum cap marked  
 \*BRYANT LS 2196\*
- ☒ Found rebar w/plastic cap marked  
 \*JERRY WENDLAND LS 4224\*
- ☐ Found rebar w/plastic cap marked  
 \*WENDLAND LS 4224\*
- ✕ angle point not monumented
- 522.06'* Slant lettering denotes record calls



Course	Bearing	Distance
L1	N 00°26'34\" E	66.00'

**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

**APPROVAL OF ACCESS BY ROAD AUTHORITY**  
 The location of the existing access to the Highway or Street as shown herein is hereby approved. This access approval does not replace the need for any permits required by law, including Administrative Rule of South Dakota 70:09:01:02.  
 Dated this \_\_\_ Day of \_\_\_, 2023

\_\_\_\_\_  
 SDDOT Authority

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
 We, Donald L. Ackerman and Mary Ann Ackerman, do hereby certify that we are the owners of the within described lands and that the within plat was made at our direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.  
 Dated this \_\_\_ day of \_\_\_, 2023.

\_\_\_\_\_  
 Donald L. Ackerman

\_\_\_\_\_  
 Mary Ann Ackerman

**ACKNOWLEDGMENT OF OWNERSHIP**  
 STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
 On this \_\_\_ day of \_\_\_, 2023, before me, a Notary Public, personally appeared Donald L. Ackerman and Mary Ann Ackerman, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.  
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public  
 My commission expires \_\_\_\_\_

**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 5/8/2023	P.O. Box 446 Edgemont, SD 57735 (605)-662-5500
Approved by McB	Date 7/5/2023	andersenengineers@gwcc.net
Scale 1"=200'	Sheet 1 of 1	File Name: S6_T7S_R6E_2023



FALL RIVER COUNTY RESOLUTION #2024-\_\_

**TRACT NW, LOCATED IN THE SW1/4NW1/4 OF SECTION 23, AND TRACT TW,  
LOCATED IN SE1/4NE1/4 OF SECTION 22 AND SW1/4NW1/4 OF SECTION 23, ALL  
IN T7S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA  
FORMERLY TRACT D SW1/4NW1/4 (LESS LOT H1) AND TRACT D SE1/4NE1/4  
(LESS LOT H1)**

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,

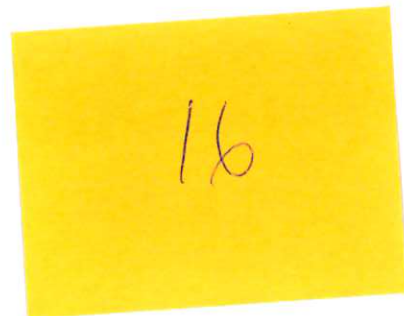
BE IT RESOLVED that said plat is hereby approved in all respects.

Dated this 18<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Joe Falkenburg, Chairman  
Fall River County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Sue Ganje, Auditor  
Fall River County Auditor



A PLAT OF

TRACT NW, LOCATED IN THE SW1/4 NW1/4 OF SECTION 23, AND TRACT TW, LOCATED IN SE1/4 NE1/4 OF SECTION 22 AND SW1/4 NW1/4 OF SECTION 23, ALL IN T7S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA FORMERLY TRACT D SW1/4 NW1/4 (LESS LOT H1) AND TRACT D SE1/4 NE1/4 (LESS LOT H1)

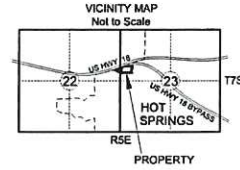
NOTE: See Book VIII of Plats on page 62 for plat of Tract "D" in Sec. 22 and Tract "D" in Sec. 23.

NOTE: See Book XIV of Plats on page 82 for plat of Lot H1 - Tract D in Section 22.

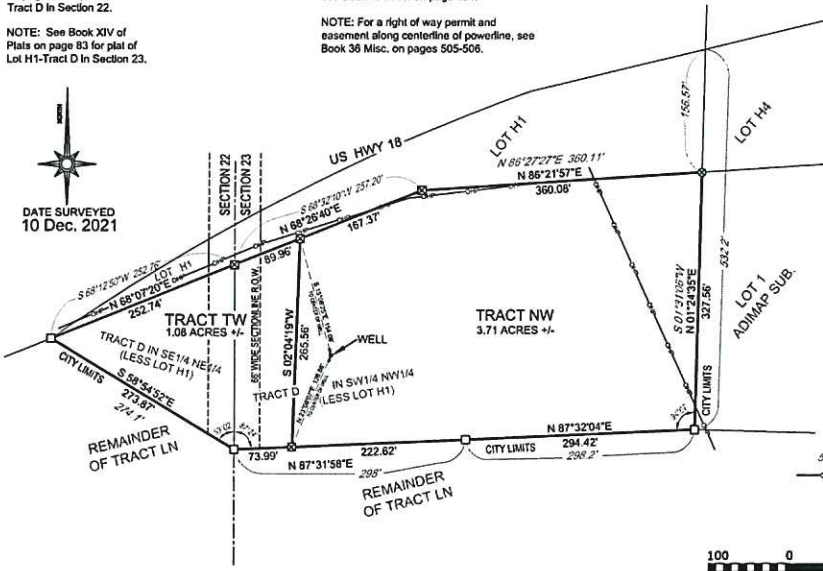
NOTE: See Book XIV of Plats on page 83 for plat of Lot H1-Tract D in Section 23.

NOTE: For a transmission right of way permit and easement along centerline of power line, see Book 47 Misc. on page 151.

NOTE: For a right of way permit and easement along centerline of powerline, see Book 36 Misc. on pages 505-506.



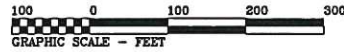
DATE SURVEYED 10 Dec, 2021



BASIS OF BEARING - GPS OBSERVATION taken S 02°01'28"W 1273.85' from the SE corner of Tract NW.

LEGEND

- Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
Found rebar w/plastic cap marked "CLINT GREGORY PE/PLS 638"
Found iron pipe
angle point not monumented
Slant lettering denotes record calls
Overhead Power Line



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.

Dustin M. Ross, SDRLS No. 13405

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 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

The Dorelle May Wynia Estate, 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.

Gaye Matke, Co-Personal Representative

ACKNOWLEDGMENT OF OWNERSHIP

STATE OF COUNTY OF On this the day of 2023, before me, the undersigned officer, personally appeared Gaye Matke, Co-Personal Representative of the Dorelle May Wynia Estate, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

Notary Public My commission expires

STATE OF COUNTY OF

The Dorelle May Wynia Estate, 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.

Todd Wynia, Co-Personal Representative

ACKNOWLEDGMENT OF OWNERSHIP

STATE OF COUNTY OF On this the day of 2023, before me, the undersigned officer, personally appeared Todd Wynia, Co-Personal Representative of the Dorelle May Wynia Estate, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

Notary Public My commission expires

APPROVAL OF ACCESS BY ROAD AUTHORITY

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

SDDOT Authority

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

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.

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.

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, Professional Engineering, & Environmental Consultants. Includes drawing and approval dates, scale, and file name.



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## Fwd: DANR Proposed Mining Bond Requirement

1 message

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**kdconst@gwtc.net** <kdconst@gwtc.net>

Thu, Jan 4, 2024 at 11:16 AM

To: commissioners@frcounty.org

Fall River Commissioners,

Please see the attached:

1. DANR Letter - Legislation
2. DANR Proposed Letter

V/R,

Kelly Simunek, President

KD Contractors, Inc.

Cell: 605 890-3090

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### 2 attachments

 **DANR Letter--Legislation 45-6.pdf**  
78K

 **DANR Proposed Mining Bond Requiriement.pdf**  
102K

*Adel 5 m/s  
PA  
Comm*



KD Contractors, Inc.  
P.O. Box 870  
Hot Springs, SD 57747

January 3, 2024

Honorable Representatives, Commissioners and DANR,

I am writing to address a recent letter from DANR to address proposed changes to SDCL chapter 45-6 Sand, gravel, and Construction Aggregate Mining. The following are my thoughts and observations from my experiences and exposure to this industry dating back to 1981. Mr. Mike Lees and I spoke on the phone and had what I believe was a productive conversation about solutions to the perceived problem. I am offering my thoughts to help reach a workable solution that benefits all South Dakotans.

First, I will address risk to the State of SD (State).

Within the assessment of risk to the State, current policy/law includes all acres occupied or disturbed from past and current mining operations. This includes all current and past stockpile areas many of which are used as parking lots or turnaround areas for haul trucks. These areas typically consist of nothing more than four to six inches of remaining gravel from past production. When asked, the vast majority of landowners and operators do not believe this area should be included in the bond required area. Most landowners will happily allow operators to leave the product for landowners benefit whether used as an agricultural production storage area or for their retrieval at their convenience for use around their property. Currently a bond will not be released when a small pile remains despite the owner's concurrence causing the operator to be forced to carry a bond until it is gone and released.

Further, in ledge rock or limestone mining areas in and around my area of the Black hills, rock is typically drilled and blasted resulting in a sheer cliff. At the end of mining for a particular company, it is required that the remaining shear walls be sloped back to a given angle. This is understandable when a mine is exhausted, but when it is simply a change of operator or changing to an owner operator mine the landowner does not want their mine reclaimed as this would inhibit further operations. This requirement jeopardizes what may well represent decades of revenue for a family-owned farm/ranch. Not to mention that most if not all high wall mines have a protective berm or dikes to prevent accidentally driving off the face of the sheer cliff. This is something that does not exist on naturally occurring cliffs in the state.

Properly built mines have addressed erosion control as required so this too presents extremely limited risk to the State. It may be worthy to look at how much money has been historically spent by the State for small mine cleanup or reclamation. These sites do not present the same risk or considerations as an industrial or chemical site that requires a potential superfund provision.

Potential affects of increased bonding levels:

Some current operators and owners will not be able to meet the new proposed bond per acre. Many small operators will not be able to secure a statewide bond. This will force the closure of many small mines statewide and create more centralized production locations. While large companies and multinational corporations favor this style of production because of its efficiency, it will ultimately increase costs through longer hauling distances and reduced competition.

Benefits to the State by helping preserve small operators and mines:

It is important to remind ourselves of the many benefits of having gravel and rock products nearby for our usage. The United States Geological Survey estimates that each person in the United States utilizes more than ten (10) tons of aggregate annually.

Decreased hauling reduces direct cost to consumers including City, Township, County, State and Federal governments. Not just private purchasers. Reduced haul distances also reduce carbon footprint and CO2 emissions.

Quarry operators frequently improve access to roads or pay to improve through haul agreements. Some roads are private but allow public access and improve ingress/egress for the adjacent residence. On occasion, this may include timely snow removal done far sooner than governmental snowplows are able to provide.

Many of these mine sites maintain water supplies for dust control and production uses. In turn, water is available for forest and wildland fire fighting.

Many operators provide 24-hour access to materials in the event of flooding and other natural disasters allowing for more timely response,

Ideas for Solutions:

In an effort to find a balanced solution, we should consider all of the facts. There have been bad actors within the state who have abandoned their responsibilities only to start anew under a new company name and do the same things again. The State should not penalize those who have followed the law and accumulated a history of good performance.

Understandably the current rate is too low to cover the cost per acre should it become necessary to do so. However, proposed bonding levels will force many operators and landowners out of business. Cash bonds reduce available working capital especially during high interest rates and economically challenging times. Bonding companies are unlikely and most certainly disinclined to write renewable bonds that must continue in near perpetuity. Of the bonding agents I spoke with, most stated small companies would not be able to secure a statewide bond. Short of some sort of self-bonding mechanism, the liabilities will not be worth the risk.

Producers in good standing should have or be allowed to grandfather in current existing acres that are under bond at existing bonding levels. This would dramatically reduce the proposed hardship.

Develop a system that recognizes bad actors from receiving future permits and gives credit to those who do demonstrate adherence to the requirements and law.

Develop a tiered system that increases bonding with substantially risky areas and open acres. Remember, many small mines exist to service township and county government needs. With that said, if county governments are allowed to circumvent bonding, then so too should landowners be allowed. Government uses of unlimited resources should not be allowed unfair advantage when competing with

private businesses where competitive bid is required. We are all taxpayers, so let's have a level playing field.

Remove acres from bonding (with owner agreement) where stockpiles are placed. Recognize that little to no liability exists within a stockpile area in a mine.

Propose a fee that is affordable yet compelling to operators and landowners. In our current environment of inflation and high interest rates, most operators will deal with a reasonable increase but not a 750 to 2,500 % jump.

Let us not damage or kill small business in South Dakota. When we harm small companies, we hurt mostly locally owned business that employ local people...our friends and neighbors.

Respectfully Submitted,

Kelly Simunek, President  
Cell: 605 890-3090





**DEPARTMENT of AGRICULTURE  
and NATURAL RESOURCES**

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

December 19, 2023

**Subject:** Proposed Changes to Construction Aggregate Surety and Limestone Mining Requirements

Dear licensed mine operator:

DANR is supporting 2024 legislation amending South Dakota Codified Law (SDCL) *Chapter 45-6, Sand, Gravel, and Construction Aggregate Mining*. The proposed changes affect construction aggregate mining surety requirements, and what types of material may be mined under a mine license.

The most significant proposed change is increasing the amount of surety required for construction aggregate mine operators under § 45-6-71 from \$500 per acre to \$3,850 per acre, and increasing the statewide blanket surety requirement from \$20,000 to \$500,000. Existing surety amounts were established in 1983, and are insufficient to cover current reclamation costs. The proposed increases are designed to ensure landowners or the state are not held liable for reclamation costs if an operator is unable to perform the required reclamation. Other proposed changes related to surety include expanding the types of financial assurance an operator may post, and making provision for a voluntary joint powers agreement with any county that requires construction aggregate surety.

The other major proposed change involves amending SDCL § 45-6-65 so all limestone mining is covered under the streamlined mine license process. Under the current law, operators mining the same limestone from the same pit are required to go through two divergent regulatory processes depending upon the rock's intended use, creating an unfair regulatory framework for operations producing lime for agricultural use. Since the potential environmental impact and overall scope of reclamation liability is the same regardless of the limestone's intended use, SDCL 45-6-65 needs to be changed so all limestone mining is covered under the streamlined mine license process.

The proposed surety increase will financially impact operators. In order to soften negative impacts, we plan to implement any bond increase for existing mine sites over a two year period. Operators would be able to use this period to reclaim unneeded acres, thereby reducing the amount of additional surety required. The department plans on having all licensed mine sites subject to the increased surety in compliance by July 1, 2026.

Please feel free to contact me at 605.773.4201 or at [michael.lees@state.sd.us](mailto:michael.lees@state.sd.us) if you have any questions regarding the proposed changes.

Sincerely,

Mike Lees  
Minerals, Mining, and Superfund Program Administrator



rule in September 2023, with an unusually short 21-day public comment period. However, on Dec. 28, 2023, the Securities and Exchange Commission published a notice in the Federal Register reopening comments on the NAC proposed rule. The new comment deadline is January 18. Comments can be submitted at to the SEC website

creation of our federal land programs," they wrote. "We are also alarmed by the SEC's allowance under the proposed rule of foreign investment in these uniquely U.S. assets. At a time in which we are actively working to deter our adversaries, we should not be open our federal lands up to investment from the same adversaries."

the amount of lands placed in permanent conservation. Those easements could then be purchased and included in an NAC portfolio. Such an arrangement would provide multiple avenues for adversarial outside interests to end grazing on federal lands and conservation easements, as well as prohibiting oil and gas exploration

counties rely on to support local essential services. "Conservation easements make the counties more beholden to Federal and State Dollars," Byfield said. More information about Natural Asset Companies is available at <https://americanstewards.us/natural-asset-companies/>.

## Budd-Falen: Is the Stock Market Trading on America's Demise?

# GUEST OPINION

I admit I do not know a lot about the stock market (lawyers don't do math, or at least this one doesn't) but I do understand that the point of the stock market is to bring investors and companies together, allowing the investors to provide financial backing for companies that investors believe are on solid financial footing. Investors then hope to receive a dividend or return on their investment. The first U.S. stock market was created in 1792. In 1817, that market was renamed the New York Stock Exchange (NYSE). After the crash of the stock market in 1929, Congress created the Securities and Exchange Commission (SEC) to ensure transparency, fair prices for trading and a high degree of liquidity for traders. The SEC is a federal agency that works independently and without political pressure.

Unfortunately, that mission is about to change. On Sept. 29, 2023, the SEC announced a proposed

rule that looks to be politically motivated, does not protect investors because they never get a monetary return on their investments and harms the American economy rather than supporting it.

The proposed rule allows for the formation of private companies (called Natural Asset Companies (NACs)) to acquire private lands and eliminate most all economic use of those lands. While I believe in the Constitutional protection for the use of private property, I am sure the founding fathers did not envision a federal agency to allow foreign governments (including those whose interests are completely averse to America) to acquire and eliminate use of private and public lands, while being funded through the NYSE.

This crazy trading scheme is based on several faulty premises. First, the ownership and use of private property is governed by state law, not federal law. As stated above, the SEC proposed rule specifically allows foreign ownership in NACs. According to research by the National Ag Law Center, in 2023 alone, 12 states passed laws restricting foreign ownership or investment in private lands located within their

states. This is added to the 12 states that already have state laws limiting foreign ownership of private land within those states. Henry Kissinger famously said, "Who controls the food supply controls the people; who controls the energy can control whole continents, who controls money can control the world." Do we really want countries that hate America owning and controlling American agricultural land, energy production, timber assets and American minerals?

Second, the SEC equates "no use" to the conservation and sustainability of natural resources. This is a completely false premise. Often human management is what sensitive environments need to keep them healthy. Not allowing human management to be part of "conservation" will be both detrimental to the environment, and to the natural resource industries that are essential to local economies. The SEC proposed rule notes that destruction of federal lands can be caused by wildfire and climate change. However, the elimination of well managed livestock grazing and timber production by NACs will increase these destructive harms, not eliminate them.

Both livestock grazing and the berthing of timber reduce the risk of wildfires by reducing the fuel load needed for those fires. According to a June 22, 2022 article in Rangelands Magazine, "Moderate grazing decreases wildfire probability by decreasing fuel amount, continuity, and height and increasing fuel moisture content. Grazing through its modification of fuels, can improve fire suppression efforts by decreasing flame lengths, rate of fire spread, and fire severity."

Also concerning is the SEC's statement that NACs are required to manage their acquisitions for "ecological and socially equitable goals," is displacing a 5th generation rancher in rural America truly an ecological or socially equitable goal? It is certainly not for the rural communities, rural counties and the citizens who live in these areas.

It is frightening that a federal agency who is supposed to be independent would feel the political pressure to implement a rule on climate change. Comments are due to the SEC by January 18, 2024. This proposed rule is not what the founding fathers would have envisioned.



FALL RIVER COUNTY COMMISSION RESOLUTION NUMBER \_\_\_\_\_

WHEREAS, on October 4, 2023, the U.S. Securities and Exchange Commission (“SEC”) published in the Federal Register a public notice entitled: “Self-Regulatory Organizations; New York Stock Exchange LLC; Notice of Filing of Proposed Rule Change to Amend the NYSE Listed Company Manual To Adopt Listing Standards for Natural Asset Companies” (NAC)(Proposed Rule); and

WHEREAS, The proposed rule allows for federal lands, including national parks and other publicly owned lands, to be included in private investment portfolios;

WHEREAS, The proposed rule appears to allow NACs to have management authority over assets held in the portfolio, including our public lands; and

WHEREAS, The proposed rule appears to create a new incentive for non-government corporate control over our publicly shared lands; and

WHEREAS, The proposed rule will likely facilitate a preservationist-only approach to federal land management instead of an “all-of-the-above” working lands approach as intended by the creation of our federal land laws and programs; and

WHEREAS, The proposed rule appears to allow foreign investment in these uniquely U.S. assets, creating national security threats; and

WHEREAS, The proposed rule prioritizes conservation over the multiple-use approach on our federal lands in tandem with financial incentives for corporate management; and

WHEREAS, The proposed rule is most likely intended to serve as the funding mechanism for the BLM’s recent proposed rule: “Conservation and Landscape Health” that authorizes the granting of “conservation leases” for public land; and

WHEREAS, The BLM rule states that “once the BLM has issued a conservation lease, the BLM shall not authorize any other uses of the leased lands that are inconsistent with the authorized conservation use” thereby prohibiting productive economic uses like grazing, logging or mining; and

WHEREAS, The BLM rule restrictions on productive economic uses are contrary to FLPMA’s multiple use and sustained yield provisions; and

WHEREAS, The proposed rule provides a device that entities can facilitate the funding to pay for leases that have little or no economic value; and

WHEREAS, The proposed rule is designed to implement BLM’s violation of its Organic Act, the Federal Land Policy and Management Act (FLPMA); and

WHEREAS, The SEC was created to regulate markets by preventing fraudulent and manipulative practices, just like this ponzi scheme, in order to prevent stock market crashes.

NOW, THEREFORE, BE IT RESOLVED BY THE FALL RIVER COUNTY COMMISSION, that the proposed rule should not be adopted as it is extremely dangerous and violates federal law.



BE IT FURTHER RESOLVED BY THE FALL RIVER COUNTY COMMISSION, that the SEC review the Securities Exchange Act of 1934, as an "agency must point to clear congressional authorization for the power it claims." West Virginia v. EPA, 142 S. Ct. 2587, 2609 (2022).

Moved, passed and adopted this \_\_\_\_ day of January, 2024.

\_\_\_\_\_  
Joe Falkenburg, Chairman  
Fall River County Commissioners

ATTEST:

\_\_\_\_\_  
Sue Ganje, Auditor  
Fall River County

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