

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

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

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.sdcountries.org>, or on Facebook, on the Fall River County's website.

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

Motion made by Russell, seconded by Allen, to approve the meeting minutes from March 21, 2024.

Motion made by Cope, seconded by Allen, to set the 2024-2025 Malt Beverage & SD Farm Wine License renewals for May 2, 2024, at 9:30 a.m.

Motion made by Russell, seconded by Allen, to approve pay increases for Veronica Quintana, Dispatcher, from \$22.50/hr to \$23.25/hr, plus \$25.00/month longevity, effective 03/01/2024 and for Christina Porter, Health Nurse Administrative Assistant, from \$15.50/hr to \$16.25/hr, effective 04/03/2024.

There were no County Assistance applications.

Lyle Norton, Sheriff, met with the Board for various items. He wanted the public to know that he supports building a Justice Center because he wants to ensure a safe community. He then reported the jail census, 17 males and 4 females for a total of 21 in house with 2 females in Pennington County and 1 in Meade County.

Heath Greenough entered the meeting at 9:16 a.m.

There was no official action regarding the Elevatus continued service cost estimate in the amount of \$3,000.00 except for a brief discussion that occurred. The Chairman asked the board members to bring back thoughts on location, number of beds, etc. to the next meeting.

Motion made by Russell, seconded by Allen, to approve payment in lieu of vacation for Melissa Fleming, Lead Dispatcher in the amount of 102 hours, as per the Union Contract.

Motion made by Allen, seconded by Russell, to approve the purchase of rescue rope with an inflatable buoy for each Sheriff vehicle that will be reimbursed by the Forest Service as an expenditure that is within the parameters of the Contract with the County.

Joe Allen, Commissioner, met with the Board to provide his updates on the Justice Center/Jail plans that he has been working on with the Sheriff and Elevatus.

Sue Ganje, Auditor, met with the Board to present quotes and offer her recommendation for a new mailing machine lease; to present and review the 2023 Annual Report, 2023 PT-92 Report, and inform the Board that there will still be a Post-Election Audit, even though the Primary will be hand counted.

Motion made by Greenough, seconded by Russell, to approve a 60-month lease with Midwest Connect for a brand new IX7 Digital Mailing System with Dynamic Weighing and integrated 10 lb. scale

in the amount of \$306.63/month.

Lance Russell, State's Attorney, met with the Board.

Motion made by Allen, seconded by Cope, to approve payment in lieu of vacation for Carol Boche, Legal Assistant, in the amount of 97.25 hours, as per the Union Contract.

Brett Blessing, Highway Foreman, and acting Supervisor, met with the Board to present a work order from Brosz Engineering and 3 Permits to occupy County ROW from Golden West Telecommunications.

Motion made by Allen, seconded by Cope, to approve the work order from Brosz Engineering for the 2024 Bridge Re-inspection work in the amount of \$62,200.00. The County will be responsible for 20% totaling \$12,400.00.

Motion made by Russell, seconded by Greenough, to approve and authorize the Chairman to sign the Permit to Occupy County Highway Right-of-Way from Golden West Telecommunications located 1,100' S of driveway of 14447 WG Loop to 14447 WG Loop driveway.

Motion made by Russell, seconded by Allen, to approve and authorize the Chairman to sign both Permits to Occupy County Highway Right-of-Way from Golden West Telecommunication located in Hot Springs, Hot Springs NE, and Minnekahta NE and in Hot Springs, Angostura Reservoir, Buffalo Gap, Hot Springs, SE that were initially presented at the April 18, 2024 Commissioner Meeting.

Gary Baker, Assistant Emergency Manager, met with the Board to provide updates and incidents.

Shawn White, County Resident, met with the Board to request that Fall River County Resolution #2024-31, Limestone Road No Maintenance designation be reconsidered and put on the Minimum Maintenance map. No action was taken at this time.

Motion made by Greenough, seconded by Cope, to keep the designation of Limestone Road as No Maintenance. Roll call was taken. With all voting yes, motion carried.

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

<b>GENERAL FUND</b>		
BILBRUCK, TYLER	BLOOD DRAW	\$150.00
BLACK HILLS ENERGY	UTILITY POWER ELECTR	\$3,395.67
BOMGAARS	SUPPLY	\$11.96
CENTURY BUSINESS LEASING	COPIER LEASE AND USA	\$770.72
DIAMOND AUTOMOTIVE	REPAIR/MAINTENANCE	\$866.85
EN-TECH LLC	FUMIGATION	\$125.00
EXECUTIVE MGMT FINANCE	BIT NETWORK FEES	\$69.25
FALL RIVER HEALTH SERVICE	INMATE MEDICAL	\$7,078.82
FALL RIVER COUNTY HERALD	PUBLICATION	\$738.53
FARMAKES, JASMIN	TRAVEL REIMBURSEMENT	\$120.00
GLASS PRO +	REPAIR/MAINTENANCE	\$428.28
HOT SPRINGS ACE HARDWARE	SUPPLY	\$221.62
HOT SPRINGS AMBULANCE	INMATE MEDICAL / AMB	\$981.27

HUSTEAD LAW OFFICE, P.C.	CAAF	\$755.74
LYNN'S DAK. MART PHARMACY	INMATE PHARMACY	\$28.40
MARCO	COPIER LEASE S. ANNEX	\$163.14
MAVERICK TIRE & AUTO	REPAIR/MAINTNANCE	\$670.47
MCGLUMPHY, ERIN	TRAVEL REIMBURSEMENT	\$142.00
MICROFILM IMAGING SYSTEMS	SCANNING LEASE EQUIP	\$50.00
MONUMENT HEALTH	INMATE MEDICAL/BLOOD	\$132.00
NELSONS OIL & GAS INC.	FUEL	\$583.38
NORTON, TINA	CONTRACT NURSE INMAT	\$1,250.00
O'DAY, VALARIE	COURT REPORTER	\$641.90
OECHSLE, KEN	REIMBURSEMENT/SUPPLY	\$26.54
OLSON'S PEST TECHNICIANS	PEST CONTROL	\$350.00
ONSITE FIRST AID, LLC	FIRST AID SUPPLIES	\$265.76
OTIS ELEVATOR COMPANY	SERVICE CONTRACT	\$483.27
RADIOLOGY ASSOCIATES	INMATE MEDICAL	\$1,070.32
RAPID CITY EMERG SERVICES	INMATE MEDICAL	\$191.48
CITY OF RAPID CITY	BLOOD ANALYSIS	\$80.00
REGISTER OF DEEDS	POSTAGE REIMBURSEMEN	\$5.00
SD DEPARTMENT OF HEALTH	BLOOD DRAW ANALYSIS	\$3,450.00
SD OFFICE OF CHILD&FAMILY	PUBLIC HEALTH NURSE	\$3,548.88
SERVALL	RUG SERVICE	\$426.22
SOUTHERN HILLS LAW PLLC	CAAF	\$311.16
THE LITTLE PRINT SHOP	SUPPLY	\$1,500.00
VERIZON WIRELESS	CELL PHONE PLAN	\$826.03
WEICHMANN, CYNTHIA	COURT REPORTER	\$68.60
WESTERN MAILERS	SUPPLY	\$488.68
FEES, IRMA	BLOOD DRAW	\$300.00
COMMISSION	WAGES & BENEFITS	\$5,492.24
AUDITOR	WAGES & BENEFITS	\$26,254.47
TREASURER	WAGES & BENEFITS	\$22,579.96
ST ATTY	WAGES & BENEFITS	\$21,901.37
MAINTENANC	WAGES & BENEFITS	\$16,189.25
ASSESSOR	WAGES & BENEFITS	\$23,419.88
REG/DEEDS	WAGES & BENEFITS	\$15,362.22
VET'S	WAGES & BENEFITS	\$5,258.25
GIS	WAGES & BENEFITS	\$5,888.02
SHERIFF	WAGES & BENEFITS	\$56,474.66
JAIL	WAGES & BENEFITS	\$39,986.52
CORONER	WAGES & BENEFITS	\$565.97
NURSE	WAGES & BENEFITS	\$3,592.87
EXTENSION	WAGES & BENEFITS	\$3,652.54
WEED	WAGES & BENEFITS	\$6,340.76
	<b>TOTAL FOR GENERAL FUND</b>	<b>\$285,725.92</b>
<b>COUNTY ROAD &amp; BRIDGE</b>		

A & B WELDING SUPPLY CO.	WELDING SUPPLIES/LEASE	\$36.83
BLACK HILLS ELECTRIC	UTILITY	\$85.48
BLACK HILLS ENERGY	UTILITY POWER ELECTR	\$631.62
BOMGAARS	SUPPLY	\$459.90
BUTLER MACHINERY CO.	SUPPLIES/REPAIRS	\$1,398.25
FLOYD'S TRUCK CENTER	REPAIRS/PARTS	\$4,665.05
EDGEMONT, CITY OF	HWY DEPT WATER	\$87.40
FALL RIVER HEALTH	PRE-EMPLOYMENT PHYSI	\$53.00
FALL RIVER COUNTY HERALD	PUBLICATION	\$216.50
SIMON MATERIALS	GRAVEL	\$106,594.86
NEWMAN SIGNS INC.	SIGNAGE	\$162.04
RAPID DELIVERY	DELIVERY	\$22.43
SAFETY-KLEEN SYSTEMS, INC	PARTS WASHER LEASE	\$151.47
SD RETIREMENT SYSTEM	SPECIAL PAY PLAN SDR	\$45.00
SEILER, RANDY	REIMBURSEMENT	\$123.00
STURDEVANT'S AUTO VALUE	PARTS/SUPPLY	\$630.63
CRBR ADMIN	WAGES & BENEFITS	\$47,303.84
CRBR ADM	WAGES & BENEFITS	\$48,834.34
	<b>TOTAL FOR COUNTY ROAD &amp; BRIDGE</b>	<b>\$211,501.64</b>
<b>911 SURCHARGE REIMBURSEMENT</b>		
CENTURY BUSINESS LEASING	COPIER LEASE AND USA	\$125.11
ONSITE FIRST AID, LLC	FIRST AID SUPPLIES	\$65.64
SIMUNEK, TRINA	UNIFORM ALLOWANCE	\$104.98
VERIZON WIRELESS	CELL PHONE PLAN	\$41.93
DISPATCH	WAGES & BENEFITS	\$33,034.76
	<b>TOTAL FOR 911 SURCHARGE REIMBURSEMENT</b>	<b>\$33,372.42</b>
<b>EMERGENCY MGT</b>		
BLACK HILLS POWERSPORTS	EQUIPMENT/REPAIR	\$62.00
MARCO	COPIER LEASE S. ANNEX	\$81.56
VERIZON WIRELESS	CELL PHONE PLAN	\$125.79
F.R. EMERG.	WAGES & BENEFITS	\$8,640.70
	<b>TOTAL FOR EMERGENCY MGT</b>	<b>\$8,910.05</b>
<b>24/7 SOBRIETY FUND</b>		
DRUG TESTS IN BULK	SUPPLY 24/7 PROGRAM	\$1,350.00
24/7	WAGES & BENEFITS	\$2,914.54
	<b>TOTAL FOR 24/7 SOBRIETY FUND</b>	<b>\$4,264.54</b>
	<b>TOTAL BILLS PD BETWEEN 03/22 &amp; 04/04/2024</b>	<b>\$543,774.57</b>

Break was taken at 10:04 a.m. The meeting resumed at 10:11 a.m.

Lily Heidebrink, Director of Equalization, met with the Board to present abatements.



Motion made by Allen, seconded by Russell, to approve the transfer of Joseph Gorackowski from Administrative Assistant to Assessor in training with a wage increase from \$15.00/hr to \$15.50/hr.

Motion made by Cope, seconded by Greenough, to approve the following abatements:

Timothy Shawn & Lori Lynn Allen, parcel #17000-00802-103-00, legal description of NE1/4SW1/4, SE1/4, Section 10S, Twp 8E, Rng 2, BHM, in the amount of \$3,623.32, Re: Should have been Owner Occupied;

Richard C & Peggy Kaan, parcel #65259-00000-007-00, legal description of Tract 7 of Silver Spur Ranchettes, Section 8, Twp 8S, Rng 5E, BHM, in the amount of \$104.43, Re: Should have been Owner Occupied;

Tim & Jade Puck, parcel #85000-02020-000-10, Building on leased site: 2020 14X36 Cabin, in the amount of \$431.19;

Kenneth Sifford, 2022 pay 2023, parcel #65075-00000-008-50, legal description of S1/2 Lot 8, less Lot H-1 in Section 20, Twp 8S, Rng 5E, BHM, in the amount of \$216.47, Re: Cabin was removed from County in May of 2022;

Kenneth Sifford, 2023 pay 2024, parcel #65075-00000-008-50, legal description of S1/2 Lot 8, less Lot H-1 in Section 20, Twp 8S, Rng 5E, BHM, in the amount of \$288.59, Re: Should have been Owner Occupied;

Kenneth & Kelly Sifford, 2022 pay 2023, parcel #65075-00000-008-00, legal description of N1/2 Lot 8, less Lot H-1 in Section 20, Twp 8S, Rng 5E, BHM, in the amount of \$216.77, Re: Should have been Owner Occupied;

Kenneth & Kelly Sifford, 2023 pay 2024, parcel #65075-00000-008-00, legal description of N1/2 Lot 8, less Lot H-1 in Section 20, Twp 8S, Rng 5E, BHM, in the amount of \$288.73, Re: Should have been Owner Occupied;

Kenneth & Kelly Sifford, 2022 pay 2023, parcel #65075-00000-019-00, legal description of Lot East less Lot H-1 in Section 20, T8S, Rng 5E, BHM, in the amount of \$707.06, Re: Should have been Owner Occupied;

Kenneth & Kelly Sifford, 2023, pay 2024, parcel #65075-00000-019-00, legal description of Lot East less Lot H-1 in Section 20, T8S, Rng 5E, BHM, in the amount of \$1,705.12, Re: Should have been Owner Occupied.

Julie Frye-Mueller, District 30 Senator, provided a report to the Board. She gave an update regarding State Legislative actions during the 2024 Session including the statuses of SB201, HB1140 and HB 1199. She also spoke about the legislation that she will be bringing next Session, which is a \$.25 receipt tax that, she believes, would eliminate property taxes.

Public comment was heard at this time. Kent Hanson, County resident and Court Bailiff, wanted to commend Sheriff Norton for working with everyone, including the community, in trying to find a solution for a potential Justice Center plan. John Beard, County resident, spoke regarding his opinion on the potential Justice Center, saying that he believes that it is getting too political. Kim Allen, County resident, wanted to invite the Board to the Ballot Hand Count Training that was forthcoming. She also spoke about various other election items. Don Olstad, County resident, gave his opinion on building the potential Justice Center. Julie Frye-Mueller asked people to check their voter registrations to make sure they are registered due to issues when registered to vote at the Driver's License location. Rachel Hosterman, Sheriff Office Manager, wanted to thank everyone for working together for a plan for the potential Justice Center.

Motion made by Russell, seconded by Cope, to go into executive session as per SDCL 1-25-2 (1) personnel at 10:58 a.m.

The Board was declared out of executive session at 11:03 a.m.

The Board discussed No Maintenance road vs. Minimum Maintenance road designations.

Commission Chairman Falkenburg declared the meeting adjourned at 11:12 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 March 2024.

**Total Amount of Deposit in First Interstate Bank, HS:** \$ 982,994.18

**Total Amount of Cash:** \$ 5,412.05

**Total Amount of Treasurer's Change Fund:** \$ 900.00

**Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:** \$ 44,142.62

**SAVINGS:**

#4) First Interstate Bank, HS: \$ 1,278,013.73

**CERTIFICATES OF DEPOSIT:**

#8) Black Hills Federal Credit Union, HS: \$ 250,000.00

#14) Schwab Treasury: \$ 176,404.28

#15) First National Bank, Lead: \$ 324,874.62

#21) Schwab Treasury 2 Yr: \$ 274,742.19

#22) Schwab Treasury 2 Yr: \$ 993,947.81

#23) Schwab Treasury 2 Yr: \$ 995,312.50

#24) Schwab Treasury 2 Yr: \$ 2,110,695.31

#25) Schwab Treasury 3 Yr: \$ 1,954,062.50

#26) Schwab Treasury 4 Yr: \$ 1,039,289.06

#27) Schwab Treasury 2 Yr: \$ 990,417.97

**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

**TOTAL \$ 11,422,169.83**

Dated This 31st Day of March 2024.

Sue Ganje, County Auditor of  
of Fall River County

Teresa Pullen, County Treasurer  
of Fall River County

County Monies \$ 10,694,164.03

Held for other Entities \$ 550,819.93

Held in Trust \$ 177,185.87

**TOTAL \$ 11,422,169.83**

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.



*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: April 18, 2024

Subj: Commission Update

1. LEMPG Single Signature Form: I am requesting approval to have the Chairman sign the 2<sup>nd</sup> Quarter Local Emergency Management Program Grant form.
2. Oglala Lakota County/Oglala Sioux Tribe Mitigation Plan: The Planning Meeting is today, at the Prairie Winds Casino, starting at 9am. Gary Baker and Stacey Martin are at the meeting, and I will be going as soon as I am done here. This meeting is the first meeting to begin the planning process for the development of the plan.
3. Crisis Track Training: The training will be held in Rapid City on May 23, 2024. Gary Baker and Anna Maciejewski will be attending.
4. NWS Weather Spotter Training: The training was conducted on April 9<sup>th</sup>, 2024 at the South Annex. Twenty (20) community members and responders attended.
5. Fires & Incidents:
  - a. 3/223/2024: One Vehicle Accident: 209 N. 16<sup>th</sup> St., Hot Springs: Hot Springs Police, Hot Springs Ambulance, and Hot Springs Fire.
  - b. 4/9/2024: Smoke Alarm: Evans Apartments: Hot Springs Fire, Hot Springs Police and Hot Springs Ambulance
  - c. 4/13/2024: Grass/Timber Fire: 12339 US Hwy 18: Minnekahta Fire, SD WFS, Hot Springs Fire and Fall River Sheriff.

Franklin W. Maynard, CEM, CFM

Emergency Manager

Fall River County

906 N. River Street

Hot Springs, SD 57747



FS Agreement No. 24-LE-11020700-010

Cooperator Agreement No. \_\_\_\_\_

**COOPERATIVE LAW ENFORCEMENT AGREEMENT**  
**Between The**  
**COUNTY OF FALL RIVER**  
**And The**  
**USDA, FOREST SERVICE**  
**NEBRASKA NATIONAL FORESTS AND GRASSLANDS**  
**And**  
**BLACK HILLS NATIONAL FOREST**

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the County of Fall River, hereinafter referred to as "the Cooperator," and the United States Department of Agriculture (USDA), Forest Service, Nebraska National Forests and Grasslands and Black Hills National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and the Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Cooperative Law Enforcement within Fall River County

**I. PURPOSE:**

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

**II. THE COOPERATOR SHALL:**

- A. Perform in accordance with the approved and hereby incorporated Financial and Operating Plan (Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of the Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.



- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Operating Plan.
- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Operating Plan. Billing frequency will be as specified in the Operating Plan. See related Provisions III-B, IV-I, and IV-P.
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) the cooperator shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires



annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).

### III. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Operating Plan attached as Exhibit A.
- B. Reimburse the Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Operating Plan, less any previous U.S. Forest Service payments. See related Provisions II-H and IV-I. The invoice should be forwarded as follows:

**Submit original invoice(s) for payment**

**to:**

USDA, Forest Service  
Budget & Finance - Grants &  
Agreements 4000 Masthead St, NE  
Albuquerque, NM 87109  
FAX: 877-687-4894  
E-Mail: [sm.fs.asc\\_ga@usda.gov](mailto:sm.fs.asc_ga@usda.gov)

**Send copy to:**

Jeff Summers  
Patrol Captain  
1019 N. 5<sup>th</sup> Street  
Custer, SD 57730  
Cell: 605-673-1816  
E-Mail: [Jeffery.summers@usda.gov](mailto:Jeffery.summers@usda.gov)

### IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Lyle Norton Sheriff, Fall River County 906 N. River Street Hot Springs, SD 57747 Telephone: 605-745-4444 FAX: 605-745-7591 Email: <a href="mailto:so@frcounty.org">so@frcounty.org</a>	Vince Logue Deputy Sheriff, Fall River County 906 N. River Street Hot Springs, SD 57747 Telephone: 605-745-4444 FAX: 605-745-7591 Email: <a href="mailto:deputy.logue@frcounty.org">deputy.logue@frcounty.org</a> 2nd Email: <a href="mailto:vjlogue@outlook.com">vjlogue@outlook.com</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Jeff Summers Patrol Captain 1019 N 5 <sup>th</sup> Street Custer, SD 57730 Telephone: 605-673-1816 Email: <a href="mailto:jeffery.summers@usda.gov">jeffery.summers@usda.gov</a>	Daniel Scott Grants Management Specialist 1617 Cole Blvd. Building 17 Lakewood, CO 80401 Telephone: 307-395-0360 Email: <a href="mailto:daniel.scott2@usda.gov">daniel.scott2@usda.gov</a>

<b>U.S. Forest Service Field Contact</b>	<b>U.S. Forest Service Payment Approver Contact</b>
Eric Nelson Law Enforcement Officer 1019 N. 5th Street Custer, SD 57730 Telephone: 605-673-1666 Email: <a href="mailto:eric.nelson@usda.gov">eric.nelson@usda.gov</a>	Mary Willems 1019 N 5 <sup>th</sup> Street Custer, SD 57730 Telephone: 605-673-9281 Email: <a href="mailto:maryann.willems@usda.gov">maryann.willems@usda.gov</a>

- C. An Operating Plan will be negotiated on a calendar year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.
- D. This agreement has no effect upon the Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- E. Any Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Operating Plan shall at a minimum contain:





1. Specific language stating that the Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
  2. Specific beginning and ending dates.
  3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
  4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
  5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.
  6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*
  7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
  8. A review and signature of a U.S. Forest Service Agreements Coordinator.
- F. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement.
- G. The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- I. The Cooperator's reimbursable expenses must be: listed in an approved Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.
- J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.



- K. Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.
- L. When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Operating Plan unless approved by all parties in the agreement and shown in the Operating Plan.
- M. When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; the Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. The Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed the Cooperator for and/or transferred to the Cooperator under the AD-107 process or equivalent.
- N. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by the Cooperator using any Federal funding. Upon expiration of this agreement the Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.
- O. When no equipment or supplies are approved for purchase under an Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of the Cooperator's purchase of equipment or supplies.
- P. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Operating Plans and are then eligible for



reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.

- Q. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to the Cooperator in excess of the amount to which the Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements.
2. Withholding advance payments otherwise due to the Cooperator.
3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.

- R. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- S. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.

- T. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality



agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

- U. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- V. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- W. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- X. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through December 31, 2028.
- Y. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.





---

LYLE NORTON, Sheriff  
Fall River County Sheriff's Office

Date

---

JACK ISAACS, Forest Supervisor  
U.S. Forest Service, Nebraska National Forests and  
Grasslands

Date

---

SHAWN M. COCHRAN, Forest Supervisor  
U.S. Forest Service, Black Hills National Forest

Date

---

JOE FALKENBURG, Chair  
Fall River County Commissioner

Date

---

NICK WALTERS, Special Agent in Charge,  
Region 2, Law Enforcement & Investigations  
U.S. Forest Service

Date

The authority and format of this agreement have been reviewed and approved for signature.

**LINDSEY BURKETT** Digitally signed by LINDSEY BURKETT  
Date: 2024.04.10 20:15:37 -06'00'

---

LINDSEY BURKETT  
U.S. Forest Service Grants Management Specialist

Date

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

FS Agreement No. 24-LE-11020700-010

Cooperator Agreement No. \_\_\_\_\_

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL PLAN**  
**Between The**  
**COUNTY OF FALL RIVER**  
**And the**  
**USDA, FOREST SERVICE**  
**NEBRASKA NATIONAL FORESTS AND GRASSLANDS**  
**And**  
**BLACK HILLS NATIONAL FOREST**

**2024 OPERATING AND FINANCIAL PLAN**

This Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the County of Fall River, hereinafter referred to as "Cooperator," and the United States Department of Agriculture (USDA), Forest Service, Nebraska National Forests and Grasslands and Black Hills National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #24-LE-11020700-010. This Operating and Financial Plan is made and agreed to as of the last signature date on the Cooperative Law Enforcement Agreement and is in effect through December 31, 2028, unless modified during the annual review.

Previous Year Carry-over: \$0.00

Current Calendar Year Obligation: \$7,200.00

**CY2024 Total Annual Operating Plan: \$7,200.00****I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Lyle Norton Sheriff, Fall River County 906 N. River Street Hot Springs, SD 57747 Telephone: 605-745-4444 FAX: 605-745-7591 Email: <a href="mailto:so@frcounty.org">so@frcounty.org</a>	Vince Logue Deputy Sheriff, Fall River County 906 N. River Street Hot Springs, SD 57747 Telephone: 605-745-4444 FAX: 605-745-7591 Email: <a href="mailto:deputy.logue@frcounty.org">deputy.logue@frcounty.org</a> 2nd Email: <a href="mailto:vjlogue@outlook.com">vjlogue@outlook.com</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Jeff Summers Patrol Captain 1019 N 5 <sup>th</sup> Street Custer, SD 57730 Telephone: 605-673-1816 Email: <a href="mailto:Jeffery.summers@usda.gov">Jeffery.summers@usda.gov</a>	Daniel Scott Grants Management Specialist 1617 Cole Blvd. Building 17 Lakewood, CO 80401 Telephone: 307-395-0360 Email: <a href="mailto:daniel.scott2@usda.gov">daniel.scott2@usda.gov</a>
<b>U.S. Forest Service Field Contact</b>	<b>U.S. Forest Service Payment Approver Contact</b>
Eric Nelson Law Enforcement Officer 1019 N. 5th Street Custer, SD 57730 Telephone: 605-673-1666 Email: <a href="mailto:eric.nelson@usda.gov">eric.nelson@usda.gov</a>	Mary Willems 1019 N 5 <sup>th</sup> Street Custer, SD 57730 Telephone: 605-673-9281 Email: <a href="mailto:maryann.willems@usda.gov">maryann.willems@usda.gov</a>

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

\$ .67/mile patrolled  
Wages at the prevailing rate of \$32.00/hour.

**II. PATROL ACTIVITIES:**

- A. Patrols may start after this modification is signed by all parties and run through December 31, 2024, time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Nebraska National Forest

To make not less than six (6) vehicular patrols to western Fall River Country during the antelope season. These patrols are figured based on 150 miles and 6 man-hours per patrol. Trip logs will be furnished to the Forest Service.

To make not less than two (2) vehicular patrols to western Fall River County the opening weekend of deer season. These patrols are figured based on 150 miles and 6 man-hours per patrol. Trip logs will be furnished to the Forest Service.

**Total reimbursement for Nebraska National Forests and Grasslands shall not exceed the amount of: \$2,021.00**



**2. Black Hills National Forest**

To make vehicular patrols to the Keith Memorial Park and Cascade Falls. Patrols to begin May and continue through September. Patrols will be conducted based on the agreed upon hourly rate and mileage in Section I-B above. Expenditures will not exceed the amount specified below. This will cover approximately 40 patrols. Patrols will be scheduled with varying hours.

**Total reimbursement for Black Hills National Forest shall not exceed the amount of: \$2,021.00**

3. Cooperator personnel assigned to the Patrol Activities above will record names, addresses, and acts of persons involved in possible violation of Federal regulations and turn information over to the U.S. Forest Service law enforcement. If court appearances are necessary, Cooperator personnel will appear as witnesses.
4. Cooperator personnel assigned to the Patrol Activities above will be regular employees of the Fall River County Sheriff's Department. All patrols will be with an official vehicle equipped with Sheriff's Department decals and law enforcement lights.

B. Patrol U.S. Forest Service roads, campgrounds, developed sites, or dispersed areas.

Total reimbursement for this category shall not exceed the amount of: \$4,042.00.

**III. EQUIPMENT:**

*See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.*

ITEM	QTY	PRICE	TOTAL
Throw Bag with 75' Rope	7	\$66.00	\$462.00
Throw Device & Inflatable Water Rescue Tube w/100' Rope	7	\$378.00	\$2,646.00
Freight			\$50.00

Total reimbursement for this category shall not exceed the amount of: \$3,158.00

**Forest Service share is \$3,158.00. Anything over this amount will be the responsibility of the Cooperator.**

**IV. SPECIAL ENFORCEMENT SITUATIONS:**

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated



representative listed in Item I-A of this Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.

1. **Drug Enforcement:** This will be handled on a case-by-case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all their activities with the designated officer in charge of the incident.
2. **Fire Emergency:** During emergency fire suppression situations and upon request by the U.S. Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.
3. **Group Gatherings:** This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

#### **V. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- A. Itemized billing for reimbursement for Items listed under II-A, and III. will be invoiced annually to:

Invoice must be sent by one of three methods (email is preferred):

EMAIL: [SM.FS.ASC\\_GA@USDA.GOV](mailto:SM.FS.ASC_GA@USDA.GOV)

FAX: 877-687-4894

POSTAL: USDA Forest Service

Albuquerque Service Center  
Payments – Grants & Agreements  
4000 Masthead St, NE  
Albuquerque, NM 87109



- B. Certification that services have been performed (Form FS-5300-5 and Daily Activity Log) (Refer to Clause II-F. of the Cooperative Law Enforcement Agreement #24-LE-11020300-010) will be completed monthly and mailed to:

Jeff Summers, Patrol Captain  
1019 N 5<sup>th</sup> Street  
Custer, SD 57730  
Cell: (605) 673-1816  
Email: [jeffery.summers@usda.gov](mailto:jeffery.summers@usda.gov)

- C. The following is a breakdown of the total estimated costs associated with this Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$4,042.00	56%
Equipment	\$3,158.00	44%
<b>Total</b>	<b>\$7,200.00</b>	<b>100%</b>

- D. Any remaining funding in this Operating Plan may be carried forward to the next calendar year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*





USDA  
Forest Service

**LAW ENFORCEMENT ACTIVITY  
REPORT**  
(Ref. FSM 5300)

Agreement Number

Initial ☐ Follow Up ☐

1. Cooperator (Department Name):				2. National Forest:					
3. Record (1)		4. Action Code (2) (FS Use Only) U-Update		5. Unit Identification (3-11)			6. Date (12-5)		
				Region	Forest	State	County	Month	Year
7. Patrol Units (16-18)		8. Search and Rescue Missions			9. Property Stolen (25-30)				
		Hours (19-22)			No. (23-24)		Dollars		
10. Property Recovered (31-36)				11. Controlled Substances Seized (37-45)					
Dollars				Dollars (Street Value)					
12. Record (1)				13. Number of Crimes Occurring on National Forest System Lands					
13a. Item # (16-17)	13b. Type of Crime			13c. Coop Agreement Reimbursed Activity (18-20)			13d. Non-Coop Agreement Activities (21-23)		

**PART I - FBI UNIFORM CRIME REPORTING**

01	Criminal Homicide		
02	Forcible Rape		
03	Robbery		
04	Aggravated Assault		
05	Burglary - Breaking or Entering		
06	Larceny - Theft (Except Motor Vehicle)		
07	Motor Vehicle - Theft		
08	Arson		

**PART II - FBI UNIFORM CRIME REPORTING**

09	Other Assaults (simple)		
10	Stolen Property by Buying, Receiving, Possessing		
11	Vandalism		
12	Weapons - Carry, Possessing		
13	Narcotic Drug Law		
14	Driving Under the Influence		
15	Liquor Laws		
16	Drunkenness		
17	Disorderly Conduct		
18	All Other Offenses		

**PART III - COOPERATOR ASSISTS**

19	Assists to Forest Service Officers		
20	Assists to Public		

Remarks:

**NOTE:** This document is for OFFICIAL USE ONLY. It and its contents are not to be distributed outside your agency, nor duplicated, without prior approval of the USDA, Forest Service, Law Enforcement and Investigations.

## DAILY ACTIVITY REPORT

Officer Name:	Date(s):	Mileage - Ending: _____
Remarks/Notes:		Beginning: _____
		Total: _____
		Vehicle #: _____

[illegible]



**FAXED BID: 6057454188**

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

**DATE: 04/04/2024**

**\* Awarded**

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

**BID FOR: Approx. 8,000 Gallons GASOLINE**

**AMOUNT OF BID: 2.999**  
(This bid includes all appropriate taxes and fees)

**Signed By:** Archie Nelson

Nelson's Oil & Gas Inc.

**Note: all faxed bids must be received in the Fall River County Highway Dept. office at the above number before 10:00A.M. to be considered, unless otherwise stated by the caller for bids.**

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

**Thank You**

**EMAIL BID: TODDIBIS@VOLLANOIL.COM**

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

**DATE: 04/04/2024**

**FROM: VOLLAN OIL PHONE: 605-529-5458**

**BID FOR: Approx. 8,000 Gallons GASOLINE**

**AMOUNT OF BID:** 3.0420  
(This bid includes all appropriate taxes and fees)

**Signed By:** Bruce Voller

**Note: all faxed bids must be received in the Fall River County Highway Dept. office at the above number before 10 A.M. to be considered, unless otherwise stated by the caller for bids.**

**If declining to bid please write the words; "Decline today's bid." On the line designated for the Bid Amount.**

**Thank You**

**FAX: 605-341-1899**  
**EMAIL: MKulish@mgoil.com**

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

**DATE: 04/04/2024**

**FROM: MG OIL PHONE: 605-343-5984**

**BID FOR: Approx. 8,000 Gallons GASOLINE**

**AMOUNT OF BID:**  
(This bid includes all appropriate taxes and fees)

**Signed By:**           **No bid.**          

**Note: all bids must be received in the Fall River County Highway Dept. office at the above number or email before 10A.M. to be considered, unless otherwise stated by the caller for bids.**

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

**Thank You**

FAXED BID: 605-745-4188  
EMAILED BID:

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

DATE: 04/09/2024

**\* Awarded \***

FROM: NELSON'S PHONE: 605-745-4189

BID: PROPANE 1000G (WEST) TANK HOT SPRINGS SHOP - 2%  
PROPANE 1000G (EAST) TANK HOT SPRINGS SHOP - 25%

AMOUNT OF BID: \$1.60 / gal  
(This bid includes all appropriate taxes and fees)

Signed By:

Andrew Nelson

Nelson's Oil & Gas

Note: all faxed bids must be received in the Fall River County Highway Dept. office at the above number before 10:00 A.M. to be considered, unless otherwise stated by the caller for bids.

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

Thank You

**FAXED BID:**

**EMAILED BID: [HIDWAY@GWTC.NET](mailto:HIDWAY@GWTC.NET)**

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

**DATE: 04/09/2024**

**FROM: HI-D-WAY PHONE: 605-662-5000**

**BID: PROPANE 1000G (WEST) TANK HOT SPRINGS SHOP - 2%  
PROPANE 1000G (EAST) TANK HOT SPRINGS SHOP - 25%**

**AMOUNT OF BID:** 1.79  
(This bid includes all appropriate taxes and fees)

**Signed By:** 

**Note: all faxed bids must be received in the Fall River County Highway Dept. office at the above number before 10:00 A.M. to be considered, unless otherwise stated by the caller for bids.**

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

**Thank You**

**FAXED BID: 605-745-7768**

**EMAILED BID:**

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

**DATE: 04/09/2024**

**FROM: DAKOTA PROPANE**

**PHONE: 605-745-5959**

**BID: PROPANE 1000G (WEST) TANK HOT SPRINGS SHOP – 2%**  
**PROPANE 1000G (EAST) TANK HOT SPRINGS SHOP – 25%**

**AMOUNT OF BID:** No bid  
(This bid includes all appropriate taxes and fees)

**Signed By:** \_\_\_\_\_

**Note: all faxed bids must be received in the Fall River County Highway Dept. office at the above number before 10:00 A.M. to be considered, unless otherwise stated by the caller for bids.**

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

**Thank You**



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

On this date 4-11-24, the Applicant hereby applies to the Fall River County Highway Department for permission to construct an approach road connection to the NORTH side of (road name) ARBYL RD (road #) 18 approximately at JUST WEST OF HWY 385. The road approach will serve a RESIDENCE and will be (residence, church, business, etc.)

constructed between APRIL 2024 and DECEMBER 2024 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: DENNIS JANSSEN Address: \_\_\_\_\_

Phone #: 605 810 0288 Signed: Dennis Janssen  
(Property Owner)

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

Permit #: \_\_\_\_\_  
MO/DY/YR

PRELIMINARY INSPECTION: Date 4-8-24 By: Brett Blasing

Culvert Diameter 18" Culvert Length 30'

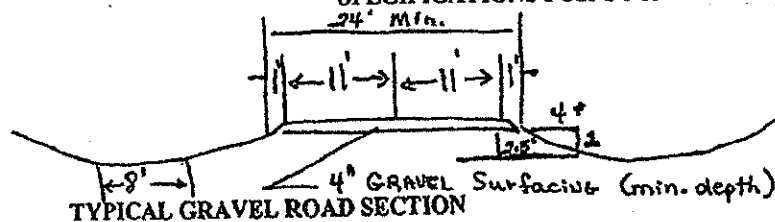
The crown of the presently traveled surface, including shoulder, to be continued at a distance of 20 feet from the nearest edge of the traveled surface of the road-shoulder facing the property.

Remarks: Grass has to be kept mowed to the west approx 50 yards of ditch

PERMIT: ✓ APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_

Brett Blasing  
Superintendent/Foreman Date: 4-15-24

**FALL RIVER COUNTY HIGHWAY DEPARTMENT  
SPECIFICATIONS FOR COUNTY ROADS AND APPROACHES**

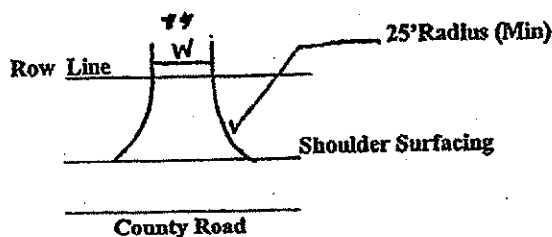


\* Maximum slope is 4 to 1 (current Standard of the South Dakota DOT)  
Steeper slopes are subject to the Approval of Fall River County

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

The following are standards which shall be met:

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



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

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

APPROVED BY: \_\_\_\_\_  
(Chairman ) FALL RIVER COUNTY COMMISSIONERS

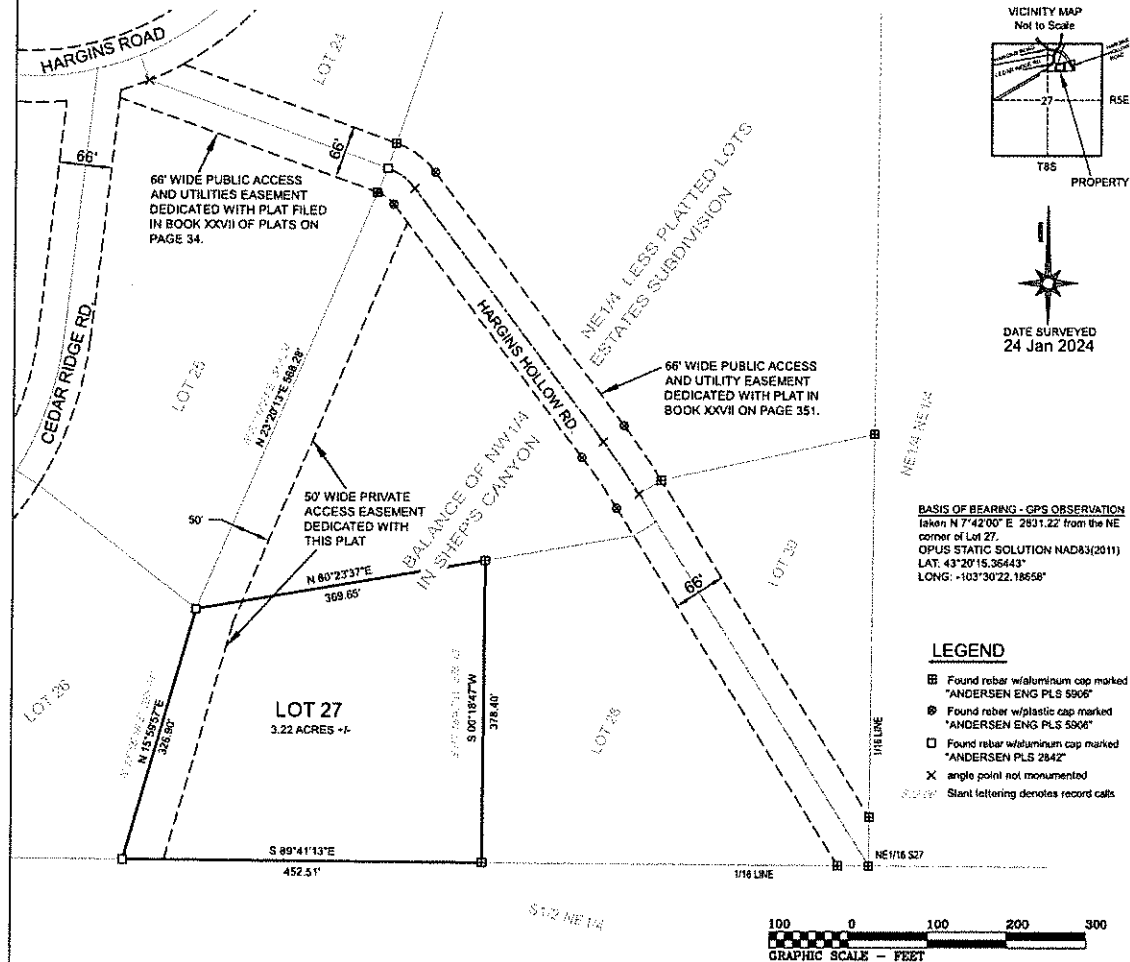
DATE

RECOMMENDED BY: \_\_\_\_\_  
FALL RIVER COUNTY HIGHWAY SUPERINTENDENT

DATE

A PLAT OF

# LOT 27 OF SHEP'S CANYON ESTATES SUBDIVISION, LOCATED IN THE NW 1/4 NE1/4 OF SECTION 27, T8S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA

**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 \_\_\_\_, 2024.

John D. McBride, SDRLS No. 5906

**CERTIFICATE OF HIGHWAY AUTHORITY**

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

Highway Authority \_\_\_\_\_ Date: \_\_\_\_\_

**CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION**

I, Director of Equalization of Fall River County, do hereby certify that my office has been furnished with a true copy of the within plat.  
Dated this \_\_\_\_ day of \_\_\_\_, 2024.

Director of Equalization of Fall River County

**STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_**

The John W. Stanley Trust, does hereby certify that it is the owner of the within described lands and that the within plat was made at its direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.

Dated this \_\_\_\_ day of \_\_\_\_, 2024.

John W. Stanley (TRUSTEE)

**ACKNOWLEDGMENT OF OWNERSHIP**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_, 2024, before me, the undersigned officer, personally appeared John W. Stanley, Trustee of The John W. Stanley Trust, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

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

Notary Public

My commission expires \_\_\_\_\_

**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 \_\_\_\_, 2024.

Fall River County Treasurer

**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 \_\_\_\_, 2024.

Fall River County Auditor

Drawn by DR/RW	Date 2/22/2024
Approved by McB	Date 3/13/2024
Scale 1"=100'	Sheet 1 of 1
P.O. Box 446 Edgemont, SD 57735 (605)-662-5500 andersenengineers@grwinc.net File Name: L27 SHEPS CANYON 2024	

OFFICE OF THE REGISTER OF DEEDS  
Filed for record this \_\_\_\_ day of \_\_\_\_, 2024, at \_\_\_\_ o'clock \_\_\_\_ M., and recorded in Book \_\_\_\_ of Plats on page \_\_\_\_.

Fall River County Register of Deeds

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

**A PLAT OF LOT 27 OF SHEP'S CANYON ESTATES SUBDIVISION, LOCATED IN  
THE NW 1/4 NE1/4 OF SECTION 27, T8S, R5E, BHM, FALL RIVER COUNTY, SOUTH  
DAKOTA**

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

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

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

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

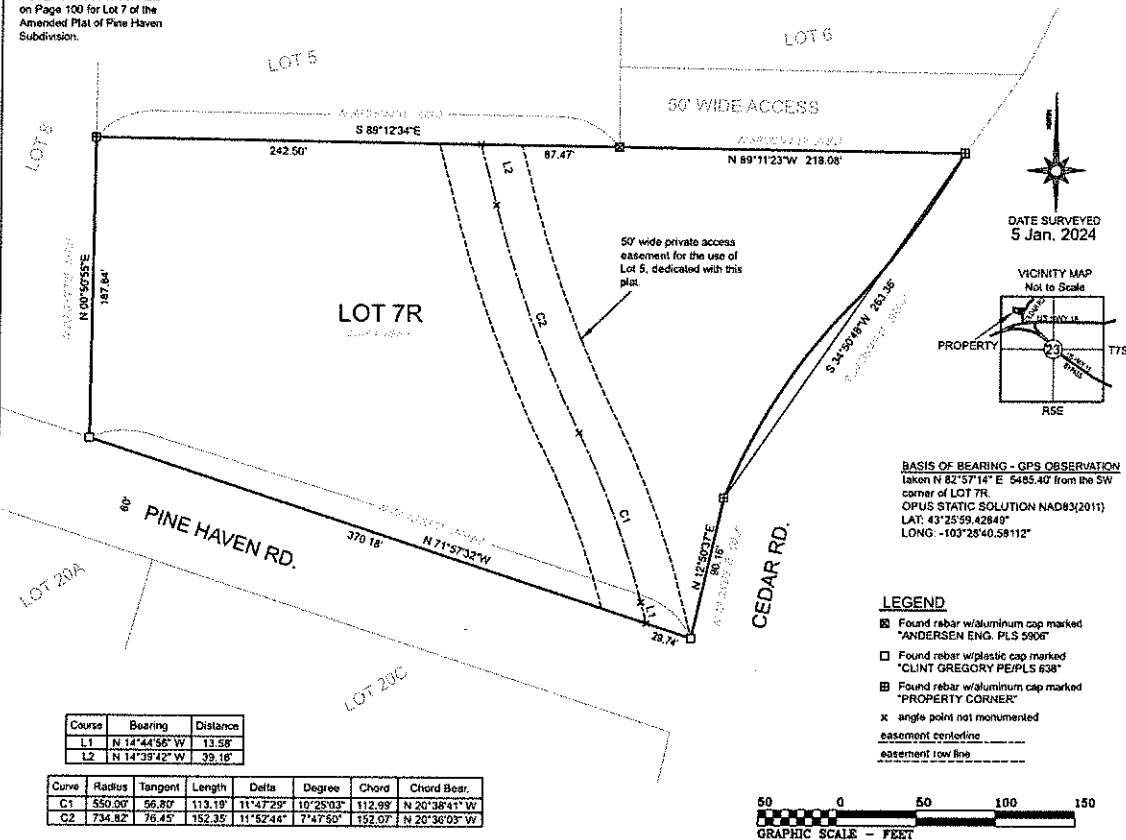
ATTEST:

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

# LOT 7R AND A 50' WIDE PRIVATE ACCESS EASEMENT, OF PINE HAVEN SUBDIVISION, LOCATED IN THE NW1/4 NW1/4 OF SECTION 23, T7S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA

FORMERLY LOT 7 OF PINE HAVEN SUBDIVISION.

NOTE: See Book IX of Plats on Page 100 for Lot 7 of the Amended Plat of Pine Haven Subdivision.



## 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 \_\_\_\_ 2024.

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 \_\_\_\_ 2024.

Fall River County Treasurer

## 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 \_\_\_\_ 2024.

Director of Equalization of Fall River County

## STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

We, Russell E. Wyatt and Betty L. Wyatt, 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 \_\_\_\_ 2024.

Russell E. Wyatt

Betty L. Wyatt

## ACKNOWLEDGMENT OF OWNERSHIP

### STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_ 2024, before me, a Notary Public, personally appeared Russell E. Wyatt and Betty L. Wyatt, 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 \_\_\_\_ 2024.

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 \_\_\_\_ 2024.

Fall River County Auditor

## CERTIFICATE OF HIGHWAY AUTHORITY

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

Highway Authority

## OFFICE OF THE REGISTER OF DEEDS

Filed for record this \_\_\_\_ day of \_\_\_\_ 2024, at \_\_\_\_ o'clock \_\_\_\_ M, and recorded in Book \_\_\_\_ of Plats on page \_\_\_\_.

Fall River County Register of Deeds

Drawn by RW	Date 1/11/2024	P.O. Box 446 Edgemont, SD 57735 (605)-682-5500 andersenengineers@gmail.com
Approved by McB	Date 3/13/2024	
Scale 1"=50'	Sheet 1 of 1	File Name L7_PINE_HAVEN_2024

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

**A PLAT OF LOT 7R AND A 50' WIDE PRIVATE ACCESS EASEMENT, OF PINE HAVEN SUBDIVISION, LOCATED IN THE NW1/4 NW1/4 OF SECTION 23, T7S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA FORMERLY LOT 7 OF PINE HAVEN SUBDIVISION**

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

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

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

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

ATTEST:

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



[EXT] Chrissy Porter

McGlumphy, Erin <Erin.McGlumphy@sdstate.edu>

Fri 4/12/2024 3:19 PM

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

Good afternoon,

Cassidy's last day is April 19<sup>th</sup>. Chrissy Porter will be moving to my office. I spoke with Joe last week and Jackie is good with her moving over since she isn't sure if Chrissy will have a job next month. I've told Jackie is she needs her to answer phones or work a couple hours a week at the office, I have no problem with that. Also, two other things with this move, can I move Chrissy up to the \$16 an hour? Also, I would like to see if Cassidy can come in and help train some afternoons and to be able to help when we get closer to Achievement Days. I have asked Bobbie to put me on the agenda next week for a 4-H/Extension update and personal changes.

Thanks,

*Chrissy just had her 1yr anniversary where  
She went to \$16.25/hr.*

*In the spirit of 4-H,*

*Erin*

bcc:



**SOUTH DAKOTA  
STATE UNIVERSITY**

**Erin McGlumphy**

*4H Youth Program Advisor – Fall River County*

**SDSU Extension | South Dakota 4-H**

Fall River County South Annex

709 Jensen Hwy, Suite B

Hot Springs, SD 57747

P: (605) 745-5133

[extension.sdstate.edu](mailto:extension.sdstate.edu)

*Prepared By:*  
Hustead Law Office, P.C.  
145 N. Chicago St.  
Hot Springs, SD 57747  
605-745-5161

## **FALL RIVER COUNTY RESOLUTION NO. 2024- 43 AMENDED**

### **RESOLUTION VACATING:**

The 40' wide public access and utility easement dedicated with Plat filed in Book XXIV of Plats on Page 64 to be vacated on Lot 7 of Tract 7 of the South Shore Yacht Club Estates Subdivision located in the North Half of the Southeast Quarter (N1/2SE1/4) of Section Seven (7), Township Nine (9) South, Range Six (6) East of the Black Hills Meridian; dividing Lot 7 of Tract 7 and Lot 2 of Tract 6 to the west; and dividing Lot 7 of Tract 7 and Garton Tract of Tract 7 to the north of Section Seven (7), Township Nine (9) South, Range Six (6) East of the Black Hills Meridian; running 40 feet wide along the western boundary of Lot 7 of Tract 7 of Section Seven (7), Township Nine (9) South, Range Six (6) East of the Black Hills Meridian, excluding Cool Breeze Road;

And as shown in the survey as attached hereto as Exhibit A.

WHEREAS, Revco, LLC, a Nebraska Limited Liability Company, whose post office address 218 Main Street, Chadron, Nebraska 69337, Amanda Vogl and Korey Vogl, whose post office address is 3581 Highway 20, Crawford, NE 69339, and Terry Garton and Juli Garton, whose post office address is 13126 Cool Breeze Road, Hot Springs, SD 57747, all having heretofore presented to the Fall River County Commissioners, State of South Dakota, a Petition for vacation of the following:

The 40' wide public access and utility easement dedicated with Plat filed in Book XXIV of Plats on Page 64 to be vacated on Lot 7 of Tract 7 of the South Shore Yacht Club Estates Subdivision located in the North Half of the Southeast Quarter (N1/2SE1/4) of Section Seven (7), Township Nine (9) South, Range Six (6) East of the Black Hills Meridian; dividing Lot 7 of Tract 7 and Lot 2 of Tract 6 to the west; and dividing Lot 7 of Tract 7 and Garton Tract of Tract 7 to the north of Section Seven (7), Township Nine (9) South, Range Six (6) East of the Black Hills Meridian; running 40 feet wide along the western boundary of Lot 7 of Tract 7 of Section Seven (7), Township Nine (9) South, Range Six (6) East of the Black Hills Meridian,

Which Petition, made by the Owners of all the property abutting both sides of the said that portions of the public road to be vacated, sets out that none of the public road described above has been used or traveled as a street, driveway, or highway at any time and

WHEREAS Revco, LLC and Amanda Vogl and Korey Vogl have granted a private access and utility easement according to Exhibit A, but is recorded as a separate easement in the Fall River County Register of Deeds on Book 192M, Page 644.

WHEREAS, the Fall River County Commissioners did on June 15, 2023, reviewed and directed that said Petition be considered, at 10:25 o'clock a.m. deeming it expedient that said matter should be proceeded with and ordered said Petition filed with the Auditor of said County, and fixed a time for hearing the Petition at the regular meeting of the Fall River County Commissioners on Thursday, March 7, 2024 at 9:30 o'clock a.m. and directed that notice of said hearing be published once a week for two successive weeks in *Fall River County Herald Star*, the official newspaper of said County; and

WHEREAS, due and legal notice of the hearing on said Petition has been given and the Fall River County Commissioners has carefully investigated and considered the matter,

BE IT RESOLVED by the Fall River County Commissioners of Hot Springs, South Dakota, that the vacation of the public road described as follows:

The 40' wide public access and utility easement dedicated with Plat filed in Book XXIV of Plats on Page 64 to be vacated on Lot 7 of Tract 7 of the South Shore Yacht Club Estates Subdivision located in the North Half of the Southeast Quarter (N1/2SE1/4) of Section Seven (7), Township Nine (9) South, Range Six (6) East of the Black Hills Meridian; dividing Lot 7 of Tract 7 and Lot 2 of Tract 6 to the west; and dividing Lot 7 of Tract 7 and Garton Tract of Tract 7 to the north of Section Seven (7), Township Nine (9) South, Range Six (6) East of the Black Hills Meridian; running 40 feet wide along the western boundary of Lot 7 of Tract 7 of Section Seven (7), Township Nine (9) South, Range Six (6) East of the Black Hills Meridian.

Be, and the same hereby is Vacated, Reserving, however, Any Easements and Rights of Way presently existing in said street for Public Utility.

Such vacation to take effect on the 20<sup>th</sup> day after publication of this Resolution unless suspended by the operation of Referendum.

Dated at Hot Springs, Fall River County, South Dakota this \_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

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

ATTEST:

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

STATE OF SOUTH DAKOTA       )  
  )SS  
COUNTY OF FALL RIVER       )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2024 before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the County of Fall River, South Dakota, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public - South Dakota

My Commission Expires:

(SEAL)

Prepared by:  
Robert J. Galbraith  
Nooney & Solay, LLP  
P.O. Box 8030  
Rapid City, SD 57709  
(605) 721-5846



Filed for Record - Fall River County SD  
Filed On 12/01/2022 2:30 PM 16 pg  
Document# A65396  
Book 192M Page 292 Fee \$30.00  
Melody Engebretson, Register of Deeds  
By ME RESTRICT

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
AND  
ACCESS EASEMENT AND SHARED ROAD MAINTENANCE AGREEMENT**

Long Land Company, LLC (hereinafter referred to as "Declarant"), being the owner of all of the real property described below does hereby declares that the real property described below shall be held, sold, and conveyed subject to the following covenants, conditions, easement, and restrictions, which shall run with the real property described below and be binding upon all parties having any right, title, and interest in the real property described below or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

The real property to which this Declaration of Covenants, Conditions, and Restrictions and Access Easement and Shared Road Maintenance Agreement (this "Declaration") pertains is located in Fall River County, South Dakota and is legally described as follows:

SW  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 27, Township 8 South, Range 6 East, of the Black Hills Meridian, Fall River County, South Dakota,

SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 28, Township 8 South, Range 6 East, of the Black Hills Meridian, Fall River County, South Dakota,

NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  and E  $\frac{1}{2}$  SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  and N  $\frac{1}{2}$  NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 33, Township 8 South, Range 6 East, of the Black Hills Meridian, Fall River County, South Dakota,

W  $\frac{1}{2}$  W  $\frac{1}{2}$  LESS W  $\frac{1}{2}$  W  $\frac{1}{2}$  NW  $\frac{1}{4}$  SW  $\frac{1}{4}$  AND LESS NW  $\frac{1}{4}$  SW  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 34, Township 8 South, Range 6 East, of the Black Hills Meridian, Fall River County, South Dakota

**ARTICLE ONE  
DEFINITIONS**

Unless the context otherwise specifies or requires, each term defined in this Article One shall, for all purposes of this Declaration, have the meaning herein specified.



- A. **Covenants.** The term "Covenants" shall mean the covenants, conditions, and restrictions set forth in this Declaration, as it may be from time to time amended or supplemented.
- B. **Declarant.** The term "Declarant" shall have the meaning ascribed to it in the preamble.
- C. **Declaration.** The term "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions and Access Easement and Shared Road Maintenance Agreement.
- D. **Development.** The term "Development" shall mean the property legally described above.
- E. **Dwelling.** The term "Dwelling" shall mean the residence constructed or placed upon a Lot.
- F. **Improvements.** The term "Improvements" shall mean Dwellings, buildings, outbuildings, underground installations, roads, driveways, fences, stairs, decks, planted trees and shrubs, signs, and all other structures or landscaping improvements of every type and kind.
- G. **Lot.** The term "Lot" shall mean one designated and numbered plot of land.
- H. **Owner.** The term "Owner" shall mean the recorded, legal or beneficial owners, whether one or more persons or entities, of the fee simple title of any Lot which is part of or located within the Development.
- I. **Parcel.** The term "Parcel" shall mean any one of the four parcels identified below, all of which, taken together, make up the Development:

Parcel 1

SW ¼ SW ¼ of Section 27, Township 8 South, Range 6 East, of the Black Hills Meridian, Fall River County, South Dakota, and

SE ¼ SE ¼ of Section 28, Township 8 South, Range 6 East, of the Black Hills Meridian, Fall River County, South Dakota.

Parcel 2

NE ¼ NE ¼ of Section 33, Township 8 South, Range 6 East, of the Black Hills Meridian, Fall River County, South Dakota, and

NW ¼ NW ¼ of Section 34, Township 8 South, Range 6 East, of the Black Hills Meridian, Fall River County, South Dakota.

Parcel 3

SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 34, Township 8 South, Range 6 East, of the Black Hills Meridian, Fall River County, South Dakota, and

E  $\frac{1}{2}$  SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  and N  $\frac{1}{2}$  NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 33, Township 8 South, Range 6 East, of the Black Hills Meridian, Fall River County, South Dakota.

Parcel 4

W  $\frac{1}{2}$  SW  $\frac{1}{4}$  LESS W  $\frac{1}{2}$  W  $\frac{1}{2}$  NW  $\frac{1}{4}$  SW  $\frac{1}{4}$  AND LESS NW  $\frac{1}{4}$  SW  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 34, Township 8 South, Range 6 East, of the Black Hills Meridian, Fall River County, South Dakota.

- J. **Property.** The term "Property" shall mean all of the land within the Development.

**ARTICLE TWO  
PURPOSE OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The Covenants contained herein are made and imposed upon the Property of the Development for the benefit of all of the Owners, with the intent of ensuring that minimum standards are complied with in connection with the development of the Lots so as to preserve the value of each Owner's Lot.

**ARTICLE THREE  
CONVENANTS, CONDITIONS AND RESTRICTIONS**

1. Should any owner choose to develop a parcel into individual lots, the minimum lot size shall be 2 acres. Only single-family units shall be erected, altered, placed or permitted to remain on any lot or Tract, hereinafter referred to as Lot or Lots. No more than one residence shall be constructed on any Lot and the construction of any residence shall be completed within one (1) year from the date of commencement thereof. No Lot may be further subdivided into smaller than 2 acre lots.
2. No residence or other improvement, or any component thereof, shall be used for any use prohibited either by the zoning regulations of Fall River County, South Dakota, or by any other applicable law, rule, or regulation of any governmental authority. This provision shall require that the property herein satisfy the sanitary standards in Fall River County, South Dakota, at the time any construction or improvements are placed upon said property.
3. For all construction within 150 feet of the eastern border of the Development (which follows the line between the W  $\frac{1}{2}$  W  $\frac{1}{2}$  and the E  $\frac{1}{2}$  W  $\frac{1}{2}$  of Sections 27 and 34), all residences erected shall contain not less than 1300 square feet on the main floor

exclusive of garage area. Construction shall be no more than two stories in height above the basement. No building shall detract from the natural beauty of the area.

4. For all construction that is not within 150 feet of the eastern border of the Development, all residences erected shall contain not less than 1300 square feet on the main floor exclusive of garage area. No residence or other building shall be more than one story in height above the basement and any residence or building shall not have a maximum peak height which exceeds twenty-one (21) feet. No building shall detract from the natural beauty of the area.
5. No building or residence shall be located on any Lot nearer than twenty-five feet (25') from the Lot line.
6. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel, or earth.
7. No structure, building, or other material which may damage or interfere with an easement for the installation or maintenance of utilities or which may change, obstruct, or retard direction or flow of any drainage channel.
8. No residence or other improvements which are located upon the property shall be permitted to fall into disrepair and all such residences and other improvements shall be maintained in good condition.
9. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No hunting is allowed or permitted.
10. No structure of a temporary character: shack, garage, barn or other building shall be erected for the purpose of or used on any Lot for a residence at any time, either temporary or permanent, except that one camper or RV may be utilized during construction of a residence, which period shall not exceed one year.
11. No campers, RVs, or camping shall be permitted in the Development, except as is permitted for temporary use during construction as provided for in these Declarations.
12. Each parcel must establish their own HOA prior to platting any lots, subject to two exceptions:
  - a. A one-time plat of the Long Tract and Earl Tract shall be permitted without the establishment of an HOA and is expected to be completed prior to December 31, 2022. The Long Tract and Earl Tract will be distributed to members of the Declarant along with Parcels 3 and 4. The establishment of an HOA shall not be required for the platting of or distribution of the Long Tract and Earl Tract to the members of the Declarant. Should the members of the Declarant decide to further transfer or sell either the Long Tract or Earl Tract,

or any Lots within their Parcel(s), an HOA must be established for all property held by that member prior to any transfer or sale (such that there is an established HOA for all property in the Development prior to any property being transferred to or used by any person, trust, or entity other than the Declarant of the members of the Declarant).

- b. A one-time plat of two Lots from Parcel 1 shall be permitted without the establishment of an HOA, and shall be the sole responsibility of the Brenda F. Long-Chafin Trust, a member of the Declarant as a part of the distribution of Parcel 1 (these Lots are eventually intended for the benefit of the remainder beneficiaries of the Brenda F. Long-Chafin Trust). The two Lots shall be held only by the Brenda F. Long-Chafin Trust until such time as an HOA is established. An HOA shall be established by the Brenda F. Long-Chafin Trust and cover all land in Parcel 1, including the two Lots identified in this exception and the balance of Parcel 1 prior to any further platting, use, lease, transfer, or sale of any Lots or property from Parcel 1 by any person, trust, or entity other than the Brenda F. Long-Chafin Trust (such that there is an established HOA for all property in the Development prior to any property being transferred to or used by any person, trust, or entity other than the Declarant of the members of the Declarant).

- 13. Prior to platting of any Lots, a yearly assessment will be levied to each Parcel exclusively for the purpose of promoting the recreation, health, safety and welfare of the Development, and in particular but not limited to the improvements and maintenance of the roads and enjoyment and the maintenance and repair for them. After any Parcel is platted into one or more Lots, and an HOA is established pursuant to Section 11 above, the yearly assessment will be levied to that Parcel's HOA for the same purposes. If the HOA has not been established or if the HOA does not have the requisite funds, the remaining Owners, Parcels, or HOAs shall be entitled to contribution from any Owners, Parcels, HOAs, or Lots who have not contributed and, if necessary, shall have a cause of action against such Owners, Parcels, HOAs, or Lots. If it is necessary to bring an action to enforce the payment of expenses for under this paragraph, and particularly for the maintenance of the roads, the party being required to commence such action shall be entitled to its reasonable costs and expenses of such enforcement, including attorney's fees.

After the platting of any Lots on a Parcel, there shall be a board which is comprised of the Owner of each Parcel (if that Parcel is unplatted) or the President of the HOA (if that Parcel is platted) which shall be responsible for setting the yearly assessment or other fees related to the maintenance of the Development. The Board shall collect all fees from the Owner of each Parcel (if that Parcel is unplatted) or the President of the HOA (if that Parcel is platted) and apply those fees towards the maintenance of the Development.

14. No unsightliness shall be permitted on any of the Lots and said premises shall not be used or maintained as a dumping ground or storage area for old automobiles, rubbish or trash, and, in order to maintain the natural beauty of the area.

ALL RESIDENTS AND OWNERS SHALL COMPLY STRICTLY WITH THE  
FOLLOWING PROVISIONS:

- a. All garbage and similar waste shall be kept in sanitary containers and such containers and other equipment for disposal of garbage shall be kept in a clean, sanitary and fire safe condition. No outside fires or outside burning shall be conducted without any required permits.
  - b. No outdoor toilets shall be erected or maintained thereon and the Owners of the premises on which a residence is constructed shall maintain a septic tank or equivalent equipment for the sanitary disposal of sewage which shall be in compliance and conformity with the minimum requirements of the County of Fall River and the State of South Dakota.
  - c. No motor vehicles, including cars, buses, tractors, trailers, and all parts thereof, that are not in normal running condition and in average use shall be kept on any of the within described real property except within an enclosed structure; it being specifically understood that this covenant is to prohibit and forbid the keeping of any wrecked motor vehicles not in normal public use and operations and any other like parts or debris upon the within described property. Any unlicensed or non-running vehicles must be garaged.
  - d. Any unsightly equipment and material including garden and maintenance machinery and equipment, garbage cans and sanitary containers, lumber and construction materials and any other like equipment and materials shall be kept at all times, except when in use, in an enclosed structure which shall be properly painted and maintained in good condition. Refuse, garbage and trash shall be kept at all times in a sanitary container and such container shall be kept within an enclosed structure or appropriately screened. No lumber, grass, shrubs, tree clippings, plant waste, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any of the within described property, except in a properly kept compost area.
15. No commercial, rental, or retail activity of any kind shall be permitted on any property including any short term rentals or vacation rentals such as AirBnb, VRBO, or similar companies or temporary rental arrangements. No trailer courts, trailer pads, or campgrounds are permitted.
16. If a home is constructed on a Lot, it shall be built of new materials on a permanent foundation. If an existing home is moved onto a Lot, it shall have been constructed in 2010 or later and shall be placed on a permanent foundation. No single wide mobile homes are permitted. Modular homes are permitted. No metal siding is allowed.

Metal roofs are allowed. Up to a three-car attached garage plus one detached garage is allowed, but shall be subject to all of the same conditions of construction, height, or appearance as a residence. Any detached garage shall not have living quarters and will not exceed the square feet of the main floor of the residence in its size.

17. All outbuildings shall be constructed of new materials. Exterior materials must match existing structures.
18. Fencing will be permitted on any Parcel or Lot. Any metal fencing shall be either chain link or wrought iron fencing only. Wood fencing is also permitted. All fencing shall be maintained and built in a workmanlike manner so as to not detract from the aesthetics of the Development.
19. Lot owners shall arrange and pay for their installation of utility services which shall be underground meeting State of South Dakota standards.
20. All pets shall be of domestic nature, such as dogs and cats, and no more than three pets shall be allowed per Lot. No poultry, livestock or equine of any kind will be allowed. Dogs must be kept on a leash or confined within the Owner's property. All pets shall be kept under care and control so as to not be a nuisance to the neighboring Lots.

#### **ARTICLE FOUR DURATION OF COVENANTS AND RESTRICTIONS, RUN WITH LAND**

The benefits and burdens of these Covenants shall run with the land and shall bind and inure to the benefit of, the Owners and their successors and assigns. This Declaration shall continue in effect for a period of 20 years from the date this Declaration is recorded with the Fall River County Register of Deeds, after which time the Covenants shall be automatically extended for successive periods of ten (10) years.

#### **ARTICLE FIVE AMENDMENT OF COVENANTS AND RESTRICTIONS**

These Covenants may be amended only by unanimous agreement of all of the Owners. Any such amendment must be in writing, signed by all of the Owners, and recorded with the Fall River County Register of Deeds.

#### **ARTICLE SIX ACCESS EASEMENT AND SHARED ROAD MAINTENANCE**

**Section 1. Grant of Easement.** Each of the Owners hereby grants to the other Owners a non-exclusive, perpetual easement as identified on Exhibit A attached hereto. The easement herein granted shall be binding upon all Owners and their heirs, successors, and assigns for the benefit of each Owner and their heirs, successor, and assigns.

**Section 2. Private Access.** The easement granted in Section 1 above shall be for the private rights and use of the Owners and their respective guests and invitees to their Lot only. This easement shall not be construed to and specially does not provide any right of public access or any right of use beyond the use permitted to the Owners and real property identified in this Declaration. Any use allowed or granted outside the terms and conditions of this Declaration shall be an express violation of this Declaration. Any Owner shall have the right to commence legal action to enforce the rights or restrictions granted herein. If any Owner has allowed access or use outside the terms of this Declaration, that Owner shall be liable in damages to the other Owner or Owners who are required to enforce these terms.

**Section 3. Roadway.** As of the date of this Declaration, there exists a roadway traversing the Development as identified in Exhibit A. Upon mutual agreement of the Owners, this roadway may be modified or improved from time to time.

**Section 4. Maintenance.** Each of the Owners shall share equally in the cost of the maintenance and upkeep of the roadway. Specifically, this is intended to mean that each Owner, whether as an Owner of a Parcel or Lot, shall share equally with the other Owners. The calculation shall be as follows:

*Example 1*

Total Lots 15

Total Parcels (unplatted) 2

Total Owners 17

Each Owner (directly or through the HOA) is responsible to pay 1/17 of the maintenance costs or yearly assessment.

*Example 2*

Total Lots 40

Total Parcels (unplatted) 0

Total Owners 40

Each Owner (through the HOA) is responsible to pay 1/40 of the maintenance costs or yearly assessment.

Any HOA shall have the power and obligation to collect from its respective Owners to satisfy the payments identified herein. The Owners shall work together as reasonably necessary in connection with the performance of the upkeep and maintenance of the roadway so as to ensure that it is in a safe and passable condition at all times. Each Owner agrees to reimburse the other Owners promptly when requested for such Owner's pro-rata share of the maintenance expenses relating to the roadway. Notwithstanding the preceding, no Owner shall incur more than \$500 in connection with road maintenance expenses without receiving the prior written consent of the other Owners.

**Section 5. Hold Harmless.** Each of the Owners shall indemnify and hold the other Owners harmless from any and all claims, injuries, damages, or losses, including but not limited to



reasonable attorneys' fees arising out of or in connection with Such Owner's use of the roadway by such Owner or such Owner's agents, licensees, employees, and invitees.

## **ARTICLE TEN MISCELLANEOUS**

**Section 1. Severability.** Invalidity of any of the provisions of this declaration by judgment or court order or decree shall in no way affect any of the other provisions which shall remain in full force and effect.

**Section 2. Enforcement.** If any owner shall violate or threaten to violate any of the provisions of this Declaration and/or the Covenants and other agreements contained herein, any Owner or the Declarant may enforce this Declaration and the Covenants and other agreements contained herein and may institute proceedings at law or in equity to enforce the provisions of this Declaration to restrain the violator or threatened violator for such violation. If the enforcing party shall be successful in such proceedings, the violating Owner shall be liable to the enforcing party in such action for all attorneys' fees, costs, and expenses incurred.

[SIGNATURE PAGE TO FOLLOW]

Dated this 30<sup>th</sup> day of November 2022.

DECLARANT:

LONG LAND COMPANY, LLC

By: Vicky Smith - manager  
Vicky Smith, Manager

STATE OF SOUTH DAKOTA )  
 ) ss.  
COUNTY OF fall River )

On this 30 day of November, 2022, before me, the undersigned, personally appeared Vicky Smith, who acknowledged herself to be the Manager of Long Land Company, LLC, and that she, as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Long Land Company, LLC as such Manager.

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

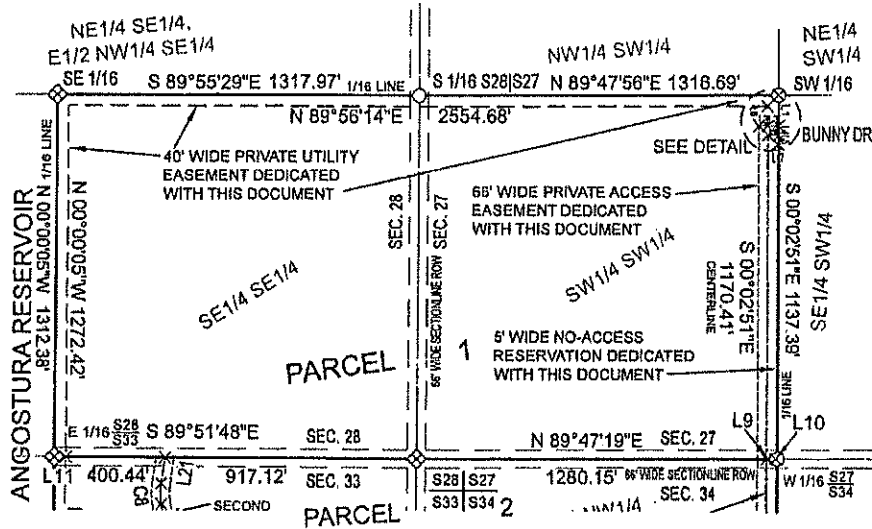


Richard J. Hayde  
Notary Public, State of South Dakota  
My Commission Expires: \_\_\_\_\_

My Commission Expires  
April 5, 2024

# EXHIBIT "A"

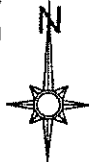
A SURVEY SHOWING A 40' WIDE PRIVATE UTILITY EASEMENT, AND A 66' WIDE PRIVATE ACCESS EASEMENT, AND A 5' WIDE NO-ACCESS RESERVE, ALL LOCATED IN THE SE1/4 SE1/4 OF SECTION 28, AND SW1/4 SW1/4 OF SECTION 27 (A.K.A. PARCEL 1), T9S, R7E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA



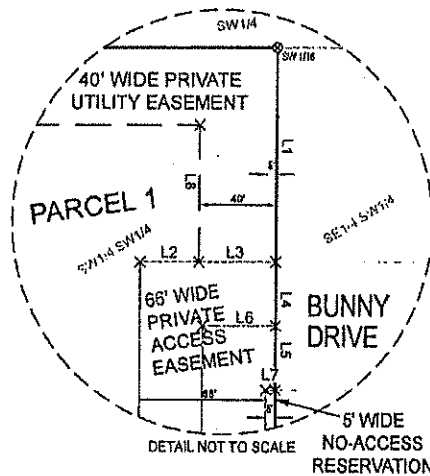
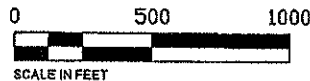
Course	Bearing	Distance
L1	S 00°02'51" E	110.46'
L2	N 89°47'56" E	31.00'
L3	N 89°49'39" E	40.00'
L4	S 00°00'36" E	32.98'
L5	S 00°05'05" E	33.02'
L6	N 89°47'56" E	37.98'
L7	S 89°57'35" E	5.00'
L8	N 00°02'51" W	70.44'
L9	N 89°48'07" E	33.00'
L10	N 89°48'07" E	5.00'
L11	S 89°51'48" E	40.00'

## LEGEND

- ☒ Found rebar w/aluminum cap marked "ANDERSEN ENG. PLS 5906"
- ◆ Found standard BLM brass cap monument
- ⊗ Found rebar w/aluminum cap marked "FISK 1771"
- ⊞ Found rebar w/aluminum cap marked "DEAN SCOTT LS 4897"
- Found axle
- Found rebar
- △ Found iron rod
- × angle point not monumented
- easement centerline
- - - easement row line



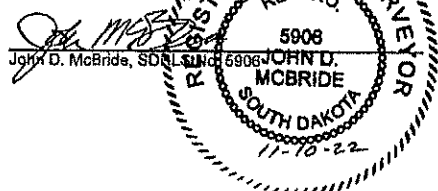
14 April 2022



BASIS OF BEARING - GPS OBSERVATION  
taken S 10°08'49" W 1329.67' from the W1/16  
corner common to Sections 27 & 34.

## CERTIFICATION OF SURVEYOR

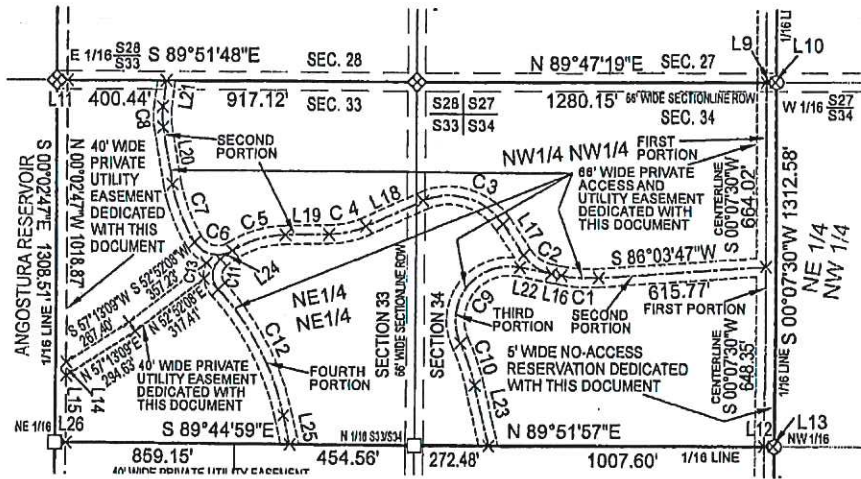
I, John D. McBride, SDRLS. No 5906, do hereby certify that this drawing represents a survey made by me or under my direct personal supervision in accordance with the laws of the State of South Dakota and accepted as my true and correct, and that the same is, to the best of my knowledge and belief, true and correct.



Prepared by <b>ANDERSEN ENGINEERS</b> <i>Land Surveyors</i>	
Drawn by DR/RW/	Date 10/4/2022
Approved by Mcb	Date 10/4/2022
Scale 1"=500'	Sheet 1 of 9
P.O. Box 448 Edgemont, SD 57735 (605) 682-5600 andersenengineers@wtc.net File Name: S34_T85_R4E_2022	

# EXHIBIT "A"

A SURVEY SHOWING 40' WIDE PRIVATE UTILITY EASEMENTS, 66' WIDE PRIVATE ACCESS EASEMENTS, AND A 5' WIDE NO-ACCESS RESERVATION, ALL LOCATED IN SECTIONS 26, 27, 33 AND 34, T8S, R6E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA



Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	624.51'	68.15'	135.54'	14°48'20"	10°55'25"	135.16'	N 88°32'03" W
C2	158.82'	65.39'	124.08'	44°44'04"	36°03'15"	120.95'	N 56°45'51" W
C3	236.23'	197.15'	328.58'	79°41'45"	24°16'17"	302.72'	N 74°14'42" W
C4	342.53'	68.87'	137.85'	23°03'34"	16°43'39"	138.83'	S 77°26'13" W
C5	379.48'	105.06'	204.98'	30°50'55"	16°05'55"	202.49'	S 73°28'32" W
C6	100.00'	98.55'	155.62'	89°09'53"	67°17'45"	140.39'	N 77°23'58" W
C7	566.87'	114.90'	226.72'	22°54'57"	10°06'27"	225.22'	N 21°21'33" W
C8	242.24'	37.61'	75.02'	17°44'41"	23°38'11"	74.72'	N 01°01'45" W
C9	195.58'	386.74'	430.85'	126°13'57"	29°17'55"	348.85'	S 37°45'08" W
C10	754.80'	79.94'	159.28'	12°05'27"	7°35'27"	158.99'	S 19°10'07" E
C11	76.00'	78.61'	121.33'	92°41'34"	76°23'40"	108.53'	S 03°40'30" W
C12	1016.83'	265.93'	520.21'	29°18'48"	5°38'05"	514.56'	S 28°00'54" E
C13	108.00'	29.84'	58.23'	30°53'29"	63°03'06"	67.53'	N 08°48'53" E

Course	Bearing	Distance
L9	N 89°48'07" E	33.00'
L10	N 89°48'07" E	5.00'
L11	S 88°51'48" E	40.00'
L12	S 89°51'00" E	33.00'
L13	N 89°51'57" E	5.00'
L14	S 00°02'47" E	47.56'
L15	N 00°02'47" W	242.18'
L16	N 79°07'53" W	37.04'
L17	N 34°23'49" W	135.03'
L18	S 65°54'26" W	230.78'
L19	S 88°58'00" W	169.87'
L20	N 09°54'05" W	207.44'
L21	N 07°50'38" E	94.87'
L22	N 79°07'53" W	116.38'
L23	S 13°16'23" E	225.86'
L24	S 54°01'11" W	62.92'
L25	S 13°21'31" E	107.13'
L26	S 89°44'59" E	40.00'

## LEGEND

- ⊗ Found rebar w/aluminum cap marked "ANDERSEN ENG. PLS 5906"
- ⊕ Found standard BLM brass cap monument
- ⊗ Found rebar w/aluminum cap marked "FISK 1771"
- ⊕ Found rebar w/aluminum cap marked "DEAN SCOTT LS 4897"
- Found axle
- Found rebar
- △ Found iron rod
- × angle point not monumented
- easement centerline
- - - easement row line



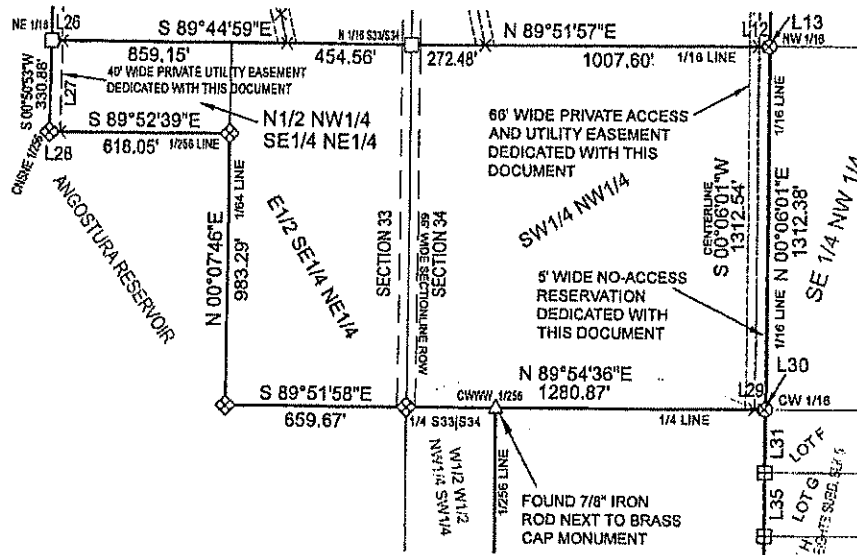
29 Aug. 2022



Prepared by <b>ANDERSEN ENGINEERS</b> Land Surveyors		
Drawn by CR/RW	Date 10/4/2022	P.O. Box 446 Edgemont, SD 57735 (605) 862-5600 andersenengineers@gmail.com
Approved by McB	Date 10/7/2022	
Scale 1"=500'	Sheet 2 of 6	File Name: S34_T8S_R6E_2022

# EXHIBIT "A"

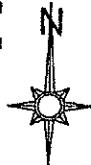
A SURVEY SHOWING 40' WIDE PRIVATE UTILITY EASEMENTS, 66' WIDE PRIVATE ACCESS EASEMENTS, AND A 5' WIDE NO-ACCESS RESERVATION, ALL LOCATED IN SECTIONS 26, 27, 33 AND 34, T8S, R6E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA



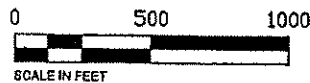
Course	Bearing	Distance
L12	N 89°51'57" E	66.00'
L13	N 89°51'57" E	6.00'
L26	S 89°44'59" E	40.00'
L27	N 00°50'53" E	330.88'
L28	S 89°46'33" E	40.01'
L29	N 89°52'16" E	33.00'
L30	N 89°52'16" E	5.00'

## LEGEND

- Found rebar w/aluminum cap marked "ANDERSEN ENG. PLS 6906"
- Found standard BLM brass cap monument
- Found rebar w/aluminum cap marked "FISK 1771"
- Found rebar w/aluminum cap marked "DEAN SCOTT LS 4897"
- Found axle
- Found rebar
- Found iron rod
- angle point not monumented
- easement centerline
- easement row line



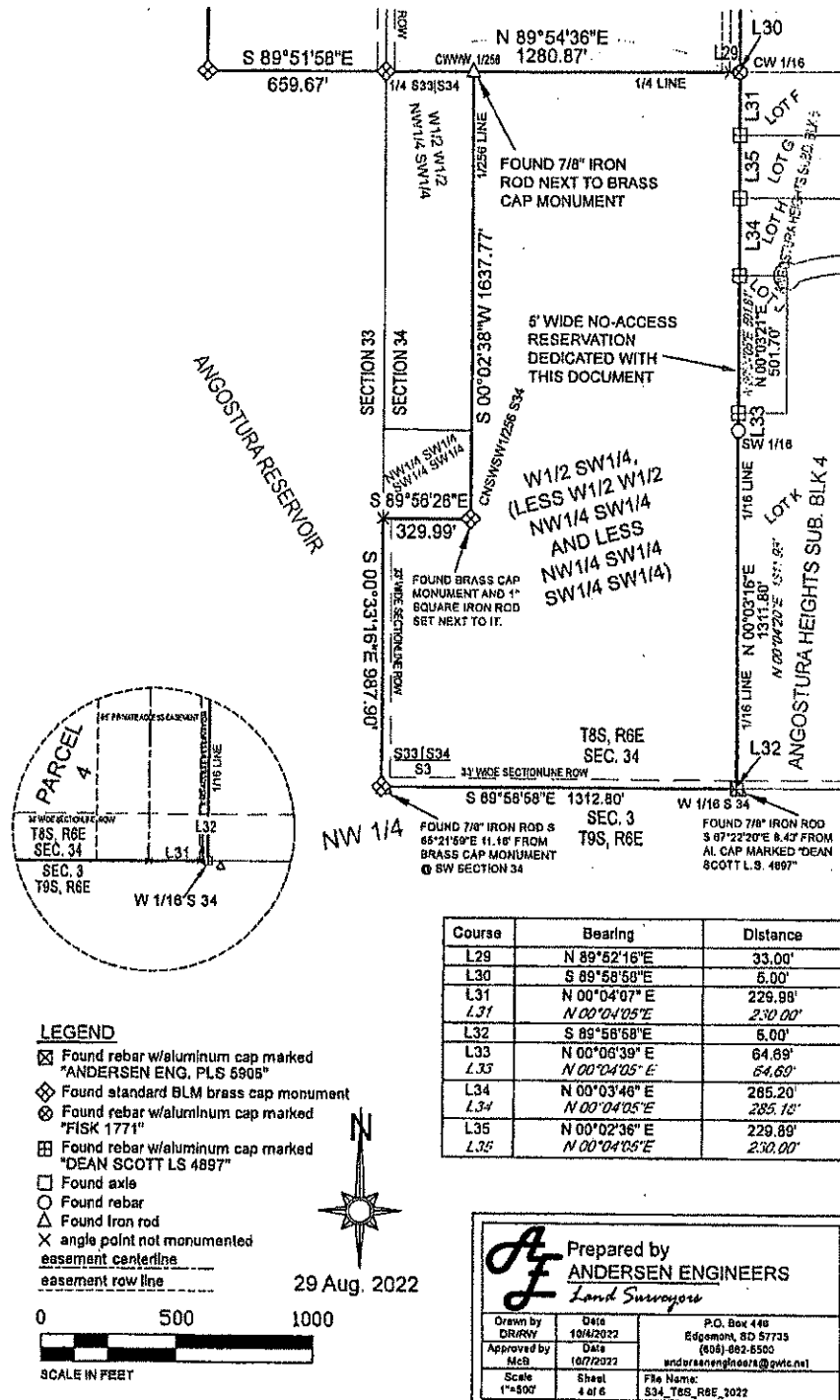
29 Aug. 2022



SCALE IN FEET

Prepared by <b>ANDERSEN ENGINEERS</b> <i>Land Surveyors</i>		
Drawn by DR/RW	Date 10/4/2022	P.O. Box 446 Edgemont, SD 57735 (605) 692-6500 andersonengineers@puta.net
Approved by MCR	Date 10/7/2022	
Scale 1"=500'	Sheet 3 of 5	File Name: S34_T8S_R6E_2022

A SURVEY SHOWING 40' WIDE PRIVATE UTILITY EASEMENTS, 66' WIDE PRIVATE ACCESS EASEMENTS, AND A 5' WIDE NO-ACCESS RESERVATION, ALL LOCATED IN SECTIONS 26, 27, 33 AND 34, T8S, R6E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA



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A SURVEY SHOWING 40' WIDE PRIVATE UTILITY EASEMENTS, 66' WIDE PRIVATE ACCESS EASEMENTS, AND A 5' WIDE NO-ACCESS RESERVATION, ALL LOCATED IN SECTIONS 26, 27, 33 AND 34, T8S, R6E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA

## ACCESS AND UTILITY EASEMENT DESCRIPTION

A STRIP OF LAND 66.00' WIDE SITUATED IN THE SW1/4 SW1/4 OF SECTION 27, THE NE1/4 NE 1/4 OF SECTION 33, THE NW1/4 NW1/4 AND SW1/4 NW1/4 OF SECTION 34, ALL IN T8S, R6E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### First portion

Commencing at the SW 1/16 corner of Section 27, said point being marked by an plastic capped rebar marked "FISK 1771"; Thence S 00°02'51" E a distance of 70.44' along the 1/16 line to the intersection with the North ROW line of Bunny Drive, said point being the North ROW line of this easement; Thence S 00°02'51" E a distance of 33.00' along the 1/16 line to a point of intersection with the centerline of an existing roadway (Bunny Dr), said point also being the point of beginning of this easement; Thence S 89°47'56"W a distance of 37.98' to a point; Thence S 00°02'51" E a distance of 1170.41' to the point of intersection with the Sectionline common to Sections 27 & 34; Thence S 00°07'30"W a distance of 664.02' to the point of intersection with the 1/16 line; Thence S 00°06'01"W a distance of 1312.54' to the point of intersection with the E/W Center 1/4 Line of Section 34, said point being the point of termination of the First portion of this easement.

### Second portion

Beginning at the intersection of the centerline of the First portion and the centerline of the Second portion located in the NW1/4 NW1/4 of Section 34; Thence S 86°03'47"W a distance of 815.77' to a point of curvature; Thence Westerly along a 524.61' radius curve to the right an arc length of 135.54', said curve having a chord bearing of N 86°32'03" W and a chord length of 135.16' to a point of tangency; Thence N 79°07'53" W a distance of 37.04' to a point of curvature, said point also being the point of intersection with the Third portion of this easement; Thence Northwesterly along a 158.92' radius curve to the right an arc length of 124.08', said curve having a chord bearing of N 56°45'51" W and a chord length of 120.95' to a point of tangency; Thence N 34°23'49" W a distance of 135.03' to a point of curvature; Thence Westerly along a 238.23' radius curve to the left an arc length of 328.58', said curve having a chord bearing of N 74°14'42" W and a chord length of 302.72' to a point of tangency; Thence S 65°54'26" W a distance of 230.78' to a point of curvature; Thence Westerly along a 342.53' radius curve to the right an arc length of 137.85', said curve having a chord bearing of S 77°28'13" W and a chord length of 136.93' to a point of tangency; Thence S 68°68'00" W a distance of 159.87' to a point of curvature; Thence Westerly along a 379.48' radius curve to the left an arc length of 204.98', said curve having a chord bearing of S 73°29'32" W and a chord length of 202.49' to a point of tangency, said point being the point of intersection with the Fourth portion of this easement; Thence Westerly along a 100.00' radius curve to the right an arc length of 155.62', said curve having a chord bearing of N 77°23'58" W and a chord length of 140.39' to a point of curvature; Thence Northerly along a 565.87' radius curve to the right an arc length of 226.72', said curve having a chord bearing of N 21°21'33" W and a chord length of 225.22' to a point of tangency; Thence N 09°54'05" W a distance of 207.44' to a point of curvature; Thence Northerly along a 242.24' radius curve to the right an arc length of 75.02', said curve having a chord bearing of N 01°01'45" W and a chord length of 74.72' to a point of tangency; Thence N 07°50'36" E a distance of 94.87' to a point of intersection with the Section line common to Sections 28 and 33, said point being the point of termination of the Second portion of this easement.


### Third portion

Beginning at the intersection of the centerline of the Second portion and the centerline of the Third portion located in the NW1/4 NW1/4 of Section 34 between L16 and L22; Thence N 79°07'53"W a distance of 116.38' to a point of curvature; Thence Southwesterly along a 195.55' radius curve to the left an arc length of 430.85', said curve having a chord bearing of S 37°45'08" W and a chord length of 348.85' to a point of curvature; Thence Southerly along a 754.80' radius curve to the right an arc length of 189.28', said curve having a chord bearing of S 19°19'07" E and a chord length of 158.99' to a point of tangency; Thence S 13°18'23" E a distance of 225.86' to a point of intersection with the 1/16 line, said point being the point of termination of the Third portion of this easement.

### Fourth portion

Beginning at the intersection of the centerline of the Second portion and the centerline of the Fourth portion located in the NE1/4 NE1/4 of Section 33 between C5 and L24; Thence S 54°01'11"W a distance of 52.92' to a point of curvature; Thence Southerly along a 75.00' radius curve to the left an arc length of 121.33', said curve having a chord bearing of S 03°40'30" W and a chord length of 108.53' to a point of curvature; Thence Southerly along a 1016.83' radius curve to the right an arc length of 520.21', said curve having a chord bearing of S 28°00'54" E and an arc length of 614.56' to a point of tangency; Thence S 13°21'31" E a distance of 107.13' to a point of intersection with the 1/16 line, said point being point of termination of the Fourth portion of this easement.

Said easement is 66' wide (33' on each side of centerline), 8436.50' in length and contains 12.47 acres, more or less. The easement lines shall be lengthened or shortened as required to conform to existing ROW and/or property lines.

			Prepared by <b>ANDERSEN ENGINEERS</b> <i>Land Surveyors</i>		
Drawn by DR/RW	Date 10/4/2022	P.O. Box 448 Edgemont, SD 57735 (605) 682-5500 andersenengineers@pwtc.net			
Approved by McB	Date 10/7/2022				
Scale 1"=500'	Sheet 6 of 6	File Name: 834_T8S_R6E_2022			

# EXHIBIT "A"

A SURVEY SHOWING 40' WIDE PRIVATE UTILITY EASEMENTS, 66' WIDE PRIVATE ACCESS EASEMENTS, AND A 5' WIDE NO-ACCESS RESERVATION, ALL LOCATED IN SECTIONS 26, 27, 33 AND 34, T8S, R6E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA

## UTILITY EASEMENT DESCRIPTION


A STRIP OF LAND 40.00' WIDE SITUATED IN THE SW1/4 SW1/4 OF SECTION 27, THE SE1/4 SE 1/4 OF SECTION 28, THE NE1/4 NE1/4 AND N1/2 NW1/4 SE1/4 NE1/4 OF SECTION 33, ALL IN T8S, R6E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
Commencing at the SW 1/16 corner of Section 27, said point being marked by a plastic capped rebar marked "FISK 1771", said point being the point of beginning of this easement; Thence S 89°47'56" W a distance of 5.00' to the West edge of a 5' wide No-Access Reservation; Thence S 89°47'56" W a distance of 1311.69' along the 1/16 Line to the S 1/16 corner common to Sections 27 and 28, said point being marked by a rebar; Thence N 89°55'29" W a distance of 1317.97' along the 1/16 Line to the SE 1/16 corner of Section 28, said point being marked by a standard BLM brass cap monument; Thence S 00°00'06" E a distance of 1312.38' along the 1/16 Line to the E 1/16 corner common to Sections 28 and 33, said point being marked by a standard BLM brass cap monument; Thence S 00°02'47" E a distance of 1308.51' along the 1/16 Line to the NE 1/16 corner of Section 33, said point being marked by an axle; Thence S 00°50'53" W a distance of 330.88' to the CNSNE 1/256 corner of section 33, said point being marked by a standard BLM brass cap monument; Thence S 89°46'33" E a distance of 40.01' along the 1/256 Line to a point; Thence N 00°50'53" E a distance of 330.85' to a point of intersection with the 1/16 Line; Thence N 00°02'47" W a distance of 242.16' to a point; Thence N 57°13'09" E a distance of 294.63' to a point; Thence N 62°52'08" E a distance of 317.41' to a point of intersection with the West ROW of the 66' wide Private Access and Utility Easement located in the NE1/4 NE1/4 of Section 33; Thence Northerly along the West ROW of the 66' wide Private Access and Utility Easement a curve to the right along a 108.00' radius with an arc length of 58.23, said curve having a chord bearing of N 08°48'53" E and a chord length of 57.53' to a point; Thence S 52°52'08" W a distance of 357.23' to a point; Thence S 57°13'09" W a distance of 267.40' to a point; Thence N 00°02'47" W a distance of 1018.87' to the point of intersection with the Sectionline common to Sections 33 and 28; Thence N 00°00'05" W a distance of 1272.42' to a point; Thence S 89°55'29" E a distance of 1278.01' to a point; Thence N 89°47'56" E a distance of 1276.68' to a point; Thence S 00°02'51" E a distance of 70.44' to a point of intersection with the 66' wide Private Access and Utility Easement; Thence N 89°47'56" E a distance of 35.00' to a point of intersection with the 5' wide No-Access Reservation; Thence N 89°47'56" E a distance of 5.00' to the point of intersection with the 1/16 Line; Thence N 00°02'51" W a distance of 110.46' to the point of beginning.

Said easement is 40' wide, and contains 5.72 acres, more or less. The easement lines shall be lengthened or shortened as required to conform to existing ROW and/or property lines.

## NO-ACCESS RESERVATION DESCRIPTION

A 5' WIDE NO-ACCESS RESERVATION LOCATED IN PARCELS 1, 2, 3, & 4  
Being the East 5' of the SW1/4 SW1/4 of Section 27 lying South of Bunny Drive, the East 5' of the NW1/4 NW1/4, SW1/4 NW1/4 and W1/2 SW1/4 of Section 34, less the 66' wide Private Access Easement along the East edge of the SW1/4 SW1/4 of Section 27.

Said Reservation is 5' wide, and contains 0.74 acres, more or less. The reservation lines shall be lengthened or shortened as required to conform to existing ROW and/or property lines.

		Prepared by <b>ANDERSEN ENGINEERS</b> <i>Land Surveyors</i>	
Drawn by DNR/V	Date 10/4/2022	P.O. Box 446 Edgemont, SD 57735 (605) 467-5500 andersenengineers@gmail.com	
Approved by McB	Date 10/7/2022		
Scale 1"=500'	Sheet 6 of 6	File Name: S34_T8S_R6E_2022	



Re: [EXT] Davis - Aerial for Section Line ROW Vacation

Casey Davis <seniordavis12@gmail.com>

Thu 3/21/2024 3:22 PM

To: Janelle Finck <janelle@adesinc.com>

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

 1 attachments (916 KB)

Long Land Company COVENANTS 192 Misc 292.pdf;

Here are the Long Covenants that address the cattle issue brought up by one of the commissioners this morning. Page 7 number 20 addresses this issue. This restricts my development from cattle and the sisters' land to the south as well. The Neighbors to the North and East would not be affected as the land to the west is state park and the land to the south does not allow cattle to be grazed on it.

On Thu, Mar 21, 2024 at 3:06 PM Janelle Finck <janelle@adesinc.com> wrote:

Sue:

Can you please distribute the attached aerial to the Commissioners per their request.

I believe that we will also work on getting you the covenants from the Long sisters (to the south) which precludes having cattle on their property.

Let me know if you have any questions and/or if you think we need any additional information for the next meeting.

As always – thank you for your assistance and have an exceptional rest of your day.

Janelle L. Finck

Survey Department Manager



18 E Kansas City Street – Suite 3 • Rapid City, SD 57701

**E-MAIL** [janelle@adesinc.com](mailto:janelle@adesinc.com)

**OFFICE** 605.791.5866

**WEB** [www.adesinc.com](http://www.adesinc.com)

**We've rebranded! Please note my new email address.**

**RE: Don Fish**

Quentin L. Riggins <qriggins@gpna.com>

Tue 8/8/2023 9:15 AM

To: Jane Farrell <janefarrelllaw@gmail.com>

Cc: Erin Sanders <esanders@gpna.com>

We are in a bit of a holding pattern at the moment. The property owned by your client that my engineer says is the best point of access is located in the City while my clients property is in the County. I'm trying to navigate how we get from A to B. I'll re evaluate the Dirome Trust crossing though in light of your email. I had been told you clients owned both parcels.

Quentin

**From:** Jane Farrell <janefarrelllaw@gmail.com>

**Sent:** Tuesday, August 8, 2023 7:44 AM

**To:** Quentin L. Riggins <qriggins@gpna.com>

**Subject:** Don Fish

Dear Quentin, My client, Joe Kennedy, was out of town and just received your letter dated July 27. The letter is addressed to the County Auditor, but is requesting the City for a time to visit. Was any action taken by either the county or the city? The letter is also cc to the Dirome Land Trust with Mr. Kennedy as the contact. He is not involved with that parcel. It appears that the best avenue is across the Dirome Trust land and not the Kennedy land. The copy I received is not clear. The Kennedy family is opposed to any road across their land as their are other viable options Thank you, Jane

Jane M. Farrell

Farrell Law Firm, P.L.L.C.

PO Box 997

441 N. River St.

Hot Springs, SD 57747

(605) 745-5263

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This email has been scanned for spam and viruses. Click [here](#) to report this email as spam.





GUNDERSON | PALMER | NELSON | ASHMORE LLP

506 Sixth Street  
Post Office Box 8045  
Rapid City, South Dakota 57709  
Main: (605) 342-1078  
Fax: (605) 342-9503

[www.gpna.com](http://www.gpna.com)

March 27, 2024

Quentin L. Riggins  
Email: [qriggins@gpna.com](mailto:qriggins@gpna.com)  
Direct Dial: (605) 719-3436

Via Email ([Sue.Ganje@state.sd.us](mailto:Sue.Ganje@state.sd.us))

Sue Ganje  
906 N River Street  
Hot Springs, SD 57747

Re: Access Easement  
GPNA File No. 16181.0002

Dear Ms. Ganje:

I am writing to advise that I would like to participate in the upcoming Fall River Commission hearing on April 18, 2024. I will provide a Notice of Hearing and a Resolution the first week of April. Thank you.

Sincerely,

*/s/ Quentin L. Riggins*

Quentin L. Riggins

QLR:lf

Offices in Rapid City and Pierre, South Dakota

Attorneys licensed to practice in South Dakota, North Dakota, Nebraska, Wyoming, and Montana

**APPLICATION TO THE FALL RIVER COMMISSIONERS TO ESTABLISH A RIGHT  
OF WAY TO AN ISOLATED TRACT PURSUANT TO  
SDCL § 31-22-1**

1. The isolated tract in question consists of several acres of land owned by Don Fish which is not touched by a passable public highway nor adjoining a section line that has not been vacated. See SDCL § 31-22-1.
2. The legal description of the parcel the parcel that will most be affected by an establishment of a right-of-way is owned by the Dirome Land Trust.
3. This application is made pursuant to SDCL § 31-22-2.
4. The applicant is:  
  
Donald Fish  
14214 Hay Canyon Rd.  
Oral, SD 57766
5. The owners of the surrounding land affected by the desired right-of-way are:  
  
Dirome Land Trust  
c/o Attorney Jane Farrell  
Farrell Law Firm, P.L.L.C.  
PO Box 997  
Hot Springs, SD 57747
6. Don Fish has owned several acres of property within the zoning jurisdiction of the City of Hot Springs for several years. This property is zoned agricultural. In 2021, Mr. Fish made the decision to sell a portion of this property. While in the process of marketing it for sale it came to Fish's attention that a large tract of land cannot be accessed.

In the spring of 2021 a site visit was conducted to determine whether any routes existed which could provide Mr. Fish with access. The terrain in the area is extremely steep which limits the points of access available. In December of 2022 TerraSite Design, Inc. and Shane Matt were hired to view the property and determine where a viable access point could be located. Following completion of its work TerraSite was able to determine where one of the few points of access could be located given the terrain. Fish now seeks an easement over this route located outside the City of Hot Springs in Fall River County's jurisdiction pursuant to SDCL§ 31-22-2.

7. Attached are copies of the proposed easement area drafted by Fish's engineer, Shane Matt as Exhibit A. As evident from Mr. Matts proposed easement area, there are limited options available for access to Mr. Fish's property. Mr. Matt is willing to travel with Commissioners to the Fish property so he can explain the options available and why Exhibit A represents the best option for access.

Dated this 27th day of March, 2024.

GUNDERSON, PALMER, NELSON  
& ASHMORE, LLP

By: /s/ Quentin L. Riggins  
Quentin L. Riggins  
Attorney for Applicant  
506 Sixth Street  
P.O. Box 8045  
Rapid City, SD 57709  
Telephone: (605) 342-1078  
Telefax: (605) 342-9503  
E-mail: qriggins@gpna.com

# DONALD FISH PROPERTY ACCESS ASSESSMENT

HOT SPRINGS, SD

PROJECT NO. 22-173



**TerraSite  
Design**

Call to plan your TerraSite Design project  
1800 Development Ave  
Rapid City, SD 57702  
605.791.1790

PRELIMINARY  
NOT FOR CONSTRUCTION

SCHEMATIC DESIGN

DONALD FISH  
PROPERTY ACCESS  
ASSESSMENT

HOT SPRINGS, SD

1/1/2021

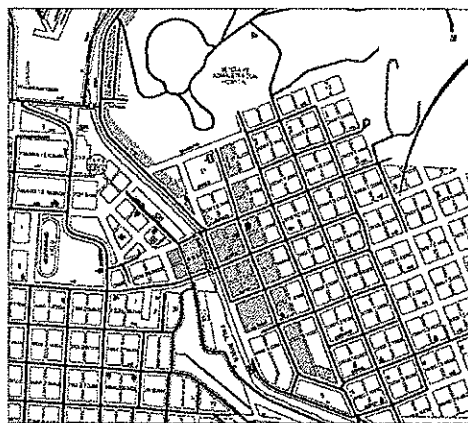
Project Number 22-173

Date 12/2/2020

COVER SHEET

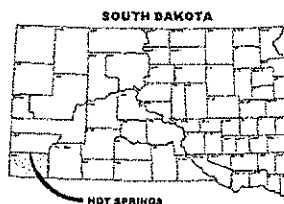
**C1.01**

INDEX OF SHEETS	
SHEET NUMBER	SHEET TITLE
C1.01	COVER SHEET
C1.02	SITE PLAN
C2.01	OPTION 1 PLAN AND PROFILE
C2.02	OPTION 2 PLAN AND PROFILE
C3.01	DETAILS



PROJECT LOCATION MAP

PROJECT  
LOCATION



HOT SPRINGS

ONE CALL  
BEFORE DIGGING  
1-800-4-A-DIG

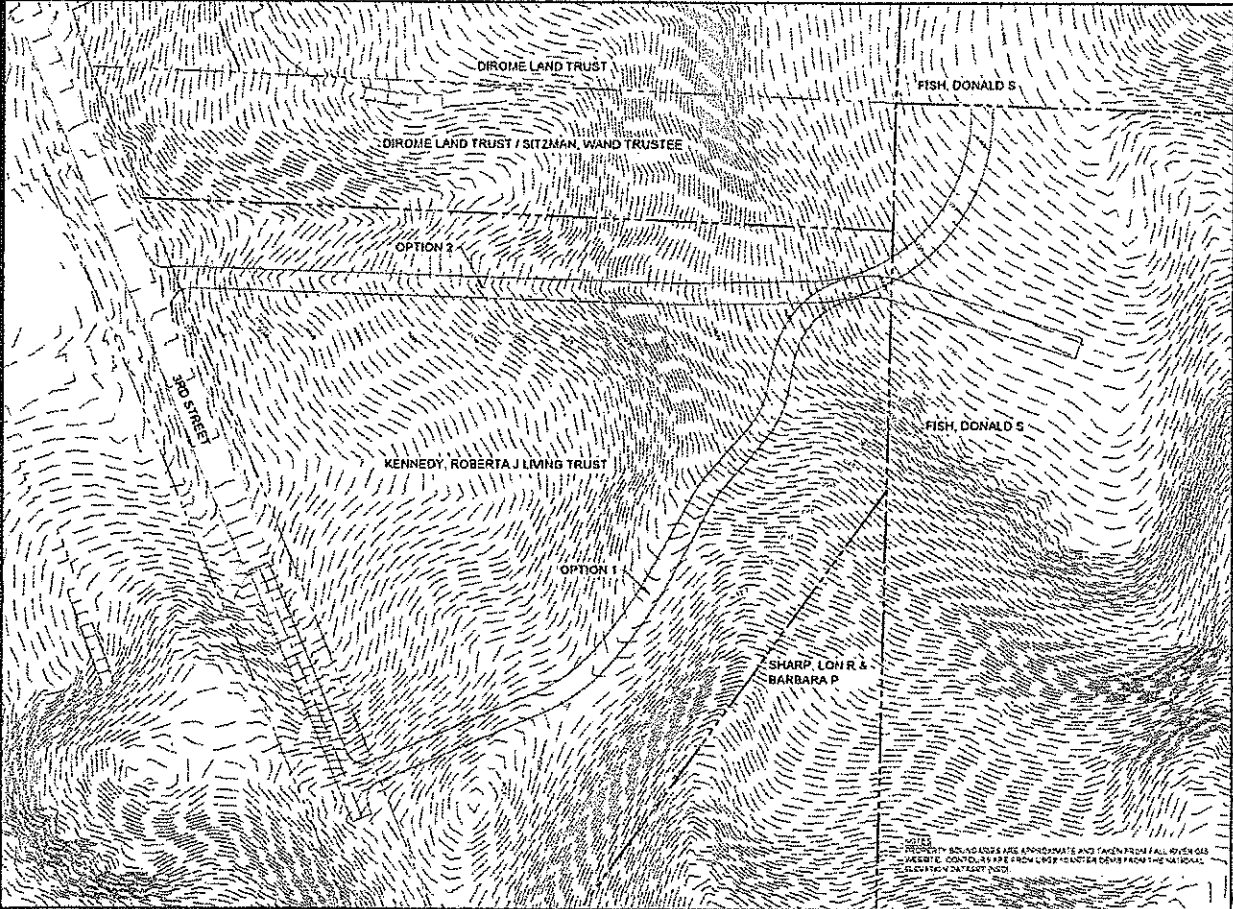
EXHIBIT

**A**

tabbler



C:\Projects\113 Donald Fish Property Access Assessment\Drawings\113 STEPS\113 SITE PLAN.dwg JN 1/20/2011 1:52:55 PM



**TerraSite Design**  
Civil Engineering / Landscape Architecture / Planning  
16305 Shadeland Ave.  
Piquette City, OH 45376  
937.791.1700

**PRELIMINARY**  
**NOT FOR CONSTRUCTION**

N  
0 10 20  
FOOT SCALE: 1"=30'  
VERTICAL: 1"=10'

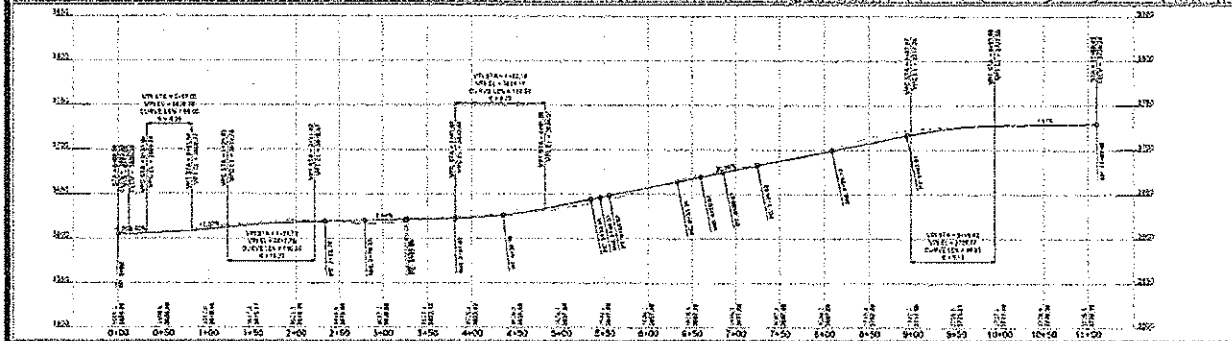
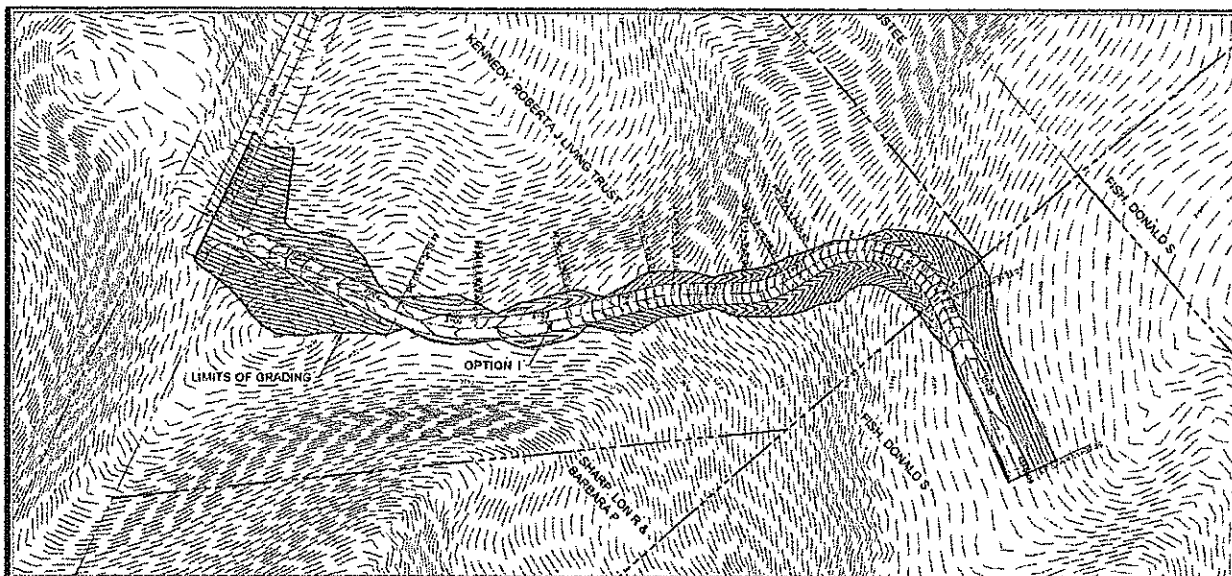
SCHEMATIC DESIGN


DONALD FISH  
PROPERTY ACCESS  
ASSESSMENT

1401 SPRING ST.  
CHAMBERLAIN, OH 43004

Project Number: 113-113  
Date: 1/20/2011

**SITE PLAN**  
**C1.02**






**TerraSite  
Design**

Civil Engineering / Landscape Architecture / Planning  
14300 Dandelion Ave  
Dallas, TX 75244  
972.797.4738  
www.terrasitedesign.com

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**PRELIMINARY  
NOT FOR CONSTRUCTION**

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SCHEMATIC DESIGN

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**DONALD FISH  
PROPERTY ACCESS  
ASSESSMENT**

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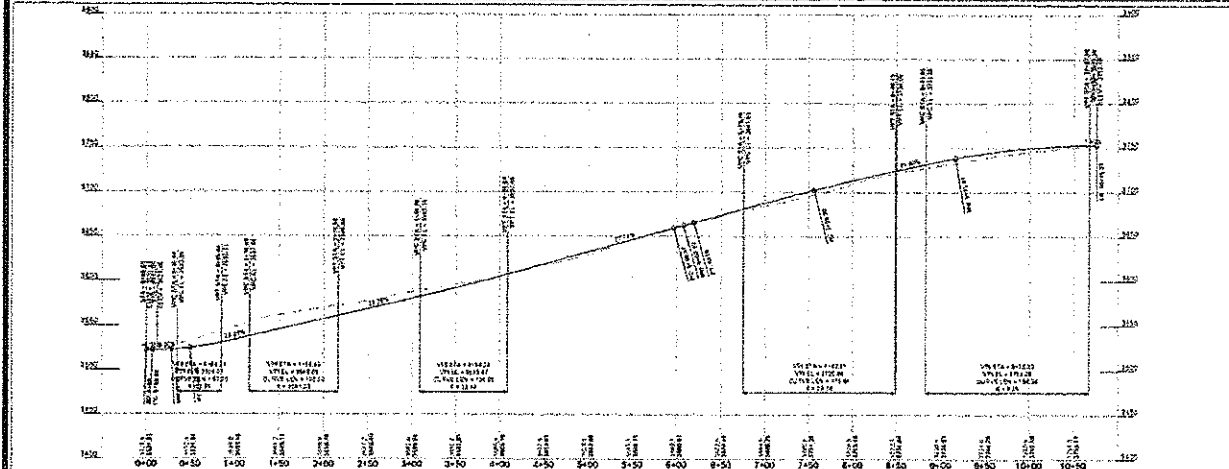
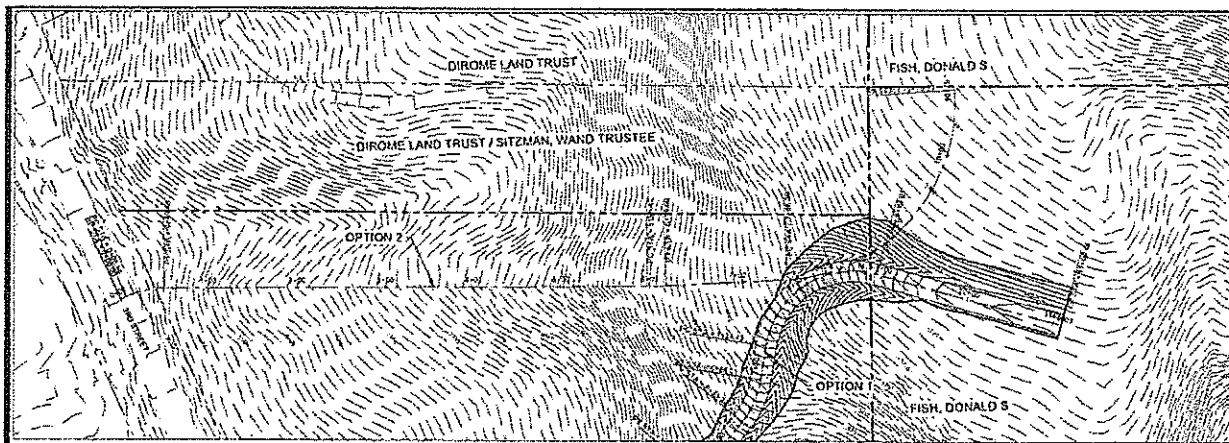
NOT SPRING 2012

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Field Notes: 2/5/12  
Date: 12/20/11

---

**OPTION 1 PLAN AND PROFILE  
C2.01**



2nd Engineering | Land Use Architecture | Planning

1400 Highland Ave  
Rapid City, SD 57702  
605.370.1796

PRELIMINARY  
NOT FOR CONSTRUCTION



SCHEMATIC DESIGN

DONALD FISH  
PROPERTY ACCESS  
ASSESSMENT

NOT SPRINGS, SD

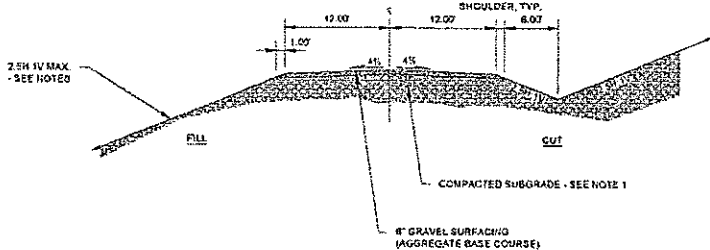
Project Number: 22-718

Date: 12/1/2022

OPTION 2 PLAN AND PROFILE

C2.02

1/2" = 1' (PLAN), 1" = 10' (PROFILE)



1 GRAVEL ROAD TYPICAL SECTION  
C3.01

#### NOTES

1. SUBGRADE TO BE SCARIFIED TO A DEPTH OF 12" MOISTURE CONDITIONED TO NEAR OPTIMUM AND RECOMPACTED TO AT LEAST 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY AASHTO T-99 (MODIFIED PROCTOR TEST) AND AS RECOMMENDED BY GEOTECHNICAL ENGINEER.
2. CROSS SLOPES SHOWN ARE THE MAXIMUM ALLOWABLE WITHOUT RECOMMENDATIONS FROM A PROFESSIONAL GEOTECHNICAL ENGINEER WITH REGARD TO LOCAL AND GLOBAL STABILITY. GEOTECHNICAL RECOMMENDATIONS SHALL BE ACCOMPLISHED THROUGH BORINGS AND/OR VISUAL ANALYSIS AND SAMPLING DURING CONSTRUCTION. THESE MODIFICATIONS FOR STEEPER SLOPES MAY MAKE PRIVATE ACCESS DRIVES MORE DIFFICULT TO CONSTRUCT AND ALSO VEGETATION MORE DIFFICULT TO ESTABLISH AND SHOULD BE WEIGHED IN THE DECISION. ANY CHANGES IN CROSS SLOPES SHOWN MAY HAVE A SIGNIFICANT IMPACT ON CUT/FILL QUANTITIES, WHICH MAY WARRANT MODIFICATIONS OF THE ROAD PROFILE. MODIFICATIONS TO THE ROAD PROFILE ARE ACCEPTABLE AS LONG AS NO SLOPES ARE CONSTRUCTED GREATER THAN 14%.



2nd Engineering 11000 1st Avenue 2nd Floor  
1000 1st Avenue 2nd Floor  
1000 1st Avenue 2nd Floor

PRELIMINARY  
NOT FOR CONSTRUCTION

SCHEMATIC DESIGN

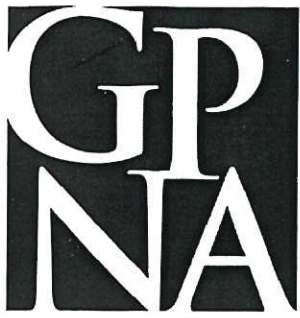
DONALD FISH  
PROPERTY ACCESS  
ASSESSMENT

NOT SPRUNG, E.D.

11/20/22

Project Number 22-1175  
Date 11/20/22

DETAILS  
C3.01



506 Sixth Street  
Post Office Box 8045  
Rapid City, South Dakota 57709  
Main: (605) 342-1078  
Fax: (605) 342-9503

[www.gpna.com](http://www.gpna.com)

July 27, 2023

Quentin L. Riggins  
Email: [qriggins@gpna.com](mailto:qriggins@gpna.com)  
Direct Dial: (605) 719-3436

Sue Ganje  
906 N River Street  
Hot Springs, SD 57747

Re: Access Easement  
GPNA File No. 16181.0002

Dear Ms. Ganje:

Pursuant to SDCL 31-22, easements may be condemned in order to provide access isolated tracts of land. Prior to providing you with the attached petition, I did reach out to Dirome Land Trust by and through the trustee in effort to determine whether we could come to an agreement as to an easement over the trust property. This discussion occurred after my client's expert, Terrasite Inc., determined that the easement area, included in Exhibit A represented the only viable option for access to Mr. Fish's property. Pursuant to SDCL 20-31-22-1, Mr. Fish meets the criteria established by statute is entitled to an easement to reach his property because the area is inaccessible by motor vehicle due to natural barriers from all other land owned by Mr. Fish. I would ask the City to consider the attached petition and establish a site visit as required by SDCL 31-22-3. The site visit shall be for the purposes of laying a right-of-way and appraising the damages to the owner of the surrounding land. I would ask that this site visit be set at the City's meeting of next Thursday. Thank you in advance for your consideration.

Sincerely,

A handwritten signature in blue ink that reads 'Quentin L. Riggins'.

Quentin L. Riggins

QLR:mck  
Encl.

cc: Dirome Land Trust  
c/o Joe Kennedy  
2940 Mt. Vernon Hickory Mt. Rd.  
Siler City, NC 27344-6614

Shane Matt  
[shane.matt@terrasitedesign.com](mailto:shane.matt@terrasitedesign.com)



## CHAPTER 31-22

### CONDEMNATION OF EASEMENTS FOR ISOLATED TRACTS

- [31-22-1](#) Right to access from isolated tract to highway.
  - [31-22-2](#) Inability to agree with servient landowner--Application to board of county commissioners--Contents of application--Notice to servient landowner--Contents of notice--Service of notice.
  - [31-22-3](#) Visit to land--Width of right-of-way--Convenience of parties--Use of section line or governmental fractional subdivision.
  - [31-22-4](#) Assessment of damages--Report to county auditor--Destruction of records.
  - [31-22-5](#) Appeal by servient landowner--Trial de novo--Procedure for appeal--Costs.
  - [31-22-6](#) Right to easement complete upon payment of damages or refusal thereof--Payment of costs of proceedings--Fees and mileage of county commissioners.
  - [31-22-7](#) Responsibility for erecting fence--Easement separating farms--Easement through one farm--Gates--Law of partition fences applicable.
  - [31-22-8](#) Maintenance of right-of-way by dominant landowner.
- 

#### **[31-22-1](#). Right to access from isolated tract to highway.**

Every owner of an isolated tract of land containing at least ten acres not touched by a passable public highway or smaller tract of land containing at least five acres used or intended to be used in good faith in whole or in part for residential purposes is entitled to an easement or right-of-way across adjacent lands to reach a public highway, which easement or right-of-way may be secured as provided in this chapter. An isolated tract is further defined as an area which is either inaccessible by motor vehicle because of natural barriers from all other land owned by the owner of the isolated tract or is such an area which is not touched by a passable public highway, which is in use or reasonably usable for motor vehicles. A tract of land adjoining a section line right-of-way for at least sixty-six feet is not an isolated tract if a passable road can be built within the adjoining section line to connect to a passable public highway.

**Source:** SL 1935, ch 179, § 1; SDC 1939, § 28.0801; SL 1955, ch 101; SL 1970, ch 161; SL 2004, ch 198, § 1.

---

#### **[31-22-2](#). Inability to agree with servient landowner--Application to board of county commissioners--Contents of application--Notice to servient landowner--Contents of notice--Service of notice.**

If the owner of such an isolated tract is unable to agree with the owner of surrounding lands for purchase of a right-of-way from such isolated tract of land to a public highway, he may apply to the board of county commissioners for relief, making his application in writing and describing the isolated tract and the surrounding land over which a right-of-way is desired. The county commissioners shall thereupon cause to be served upon the owner or owners of such surrounding land a notice in writing of a time when such board will visit such land and lay out one right-of-way across such surrounding land, and assess the damages therefor, which notice shall be served at least five days prior to the date set for such visit and appraisal.

**Source:** SL 1935, ch 179, § 2; SDC 1939, § 28.0802.

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#### **[31-22-3](#). Visit to land--Width of right-of-way--Convenience of parties--Use of section line or governmental fractional subdivision.**

Upon the day set for such visit to such land for the purpose of laying out such right-of-way and appraising the damages to the owner of the surrounding land therefor, the county commissioners shall proceed to



the place named, shall lay out a right-of-way not less than twenty-five nor more than sixty-five feet in width from such isolated tract of land across surrounding lands to a public highway, and in so doing shall consider the convenience of the parties. Wherever it is practicable to do so, such board shall lay such right-of-way along a section line or the line of a government fractional subdivision of a section.

**Source:** SL 1935, ch 179, § 3; SDC 1939, § 28.0803; SL 1977, ch 243.

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**31-22-4. Assessment of damages--Report to county auditor--Destruction of records.**

The county commissioners shall assess and determine the damage which the right-of-way is to the owner of the land across which it is laid, and they shall file with the county auditor a full report of all their proceedings in the premises, and the county auditor shall record the same in his record of highways. However, the county auditor may destroy any record which the records destruction board, acting pursuant to § [1-27-19](#), declares to have no further administrative, legal, fiscal, research, or historical value.

**Source:** SL 1935, ch 179, § 3; SDC 1939, § 28.0803; SL 1981, ch 45, § 21.

---

**31-22-5. Appeal by servient landowner--Trial de novo--Procedure for appeal--Costs.**

The owner of the land over which such right-of-way is laid may appeal from the decision and assessment of damages by such county commissioners to the circuit court for the county where such land or some part thereof is located, and upon such appeal the trial shall be de novo. Such appeal shall be taken within the time and in the manner as other appeals from the board of county commissioners, but the appellant shall not recover costs upon such appeals unless he is awarded judgment for a greater sum than the sum awarded by such board of county commissioners.

**Source:** SL 1935, ch 179, § 6; SDC 1939, § 28.0807.

---

**31-22-6. Right to easement complete upon payment of damages or refusal thereof--Payment of costs of proceedings--Fees and mileage of county commissioners.**

Upon payment of the sum assessed to the owner of the land over which such right-of-way is laid or upon his refusal to accept the same upon the deposit of such sum with the clerk of courts of the county in which such lands are located, the right of the owner of such isolated tract to the free use of said right-of-way shall be complete; provided the owner of such isolated tract shall have paid all of the costs of the proceedings in laying out and assessing the damages of said right-of-way, and the commissioners shall each be entitled to a fee of three dollars per day and five cents for each mile necessarily traveled in going to and returning from the lands where such right-of-way is located.

**Source:** SL 1935, ch 179, § 4; SDC 1939, § 28.0804.

---

**31-22-7. Responsibility for erecting fence--Easement separating farms--Easement through one farm--Gates--Law of partition fences applicable.**

If the right-of-way be laid along the line separating two farms, then the owner of the isolated tract for which such right-of-way was laid shall erect and maintain one-half of the fence along both sides of such right-of-way, but if it be laid through a farm and not along the border thereof, no fence will be deemed necessary unless requested by the owner of land through which such road passes, in which cases the owner of the isolated tract shall erect and maintain the fence along both sides of such right-of-way and shall locate at a point to be described by the owner of the land gates at least sixteen feet wide in each of such fences. But if no fence is requested the owner of such isolated land shall construct, maintain, and keep closed substantial and suitable gates in all fences which such roadway may cross. The laws of this state pertaining to the erection and

maintenance of partition fences shall apply to the fencing of such right-of-way wherever not in conflict with this section.

**Source:** SL 1935, ch 179, § 5; SDC 1939, § 28.0805.

---

**31-22-8. Maintenance of right-of-way by dominant landowner.**

Whenever such right-of-way has been laid out as provided by this chapter, the owner of such isolated tract of land shall keep and maintain such right-of-way at his or her own expense.

**Source:** SL 1935, ch 179, § 7; SDC 1939, § 28.0806.







**PROJECT NO. 22-173**

## PROJECT LOCATION



**TerraSite**  
Design

Civil Engineering | Landscape Architecture | Planning

1635 Dreadwood Ave  
Rapid City, SD 57702  
(605) 791-1736

PRELIMINARY  
NOT FOR CONSTRUCTION

## SCHEMATIC DESIGN

DONALD FISH  
PROPERTY ACCESS  
ASSESSMENT

HOT SPRINGS, SD

REVISIONS

Project Number: 22-173

Date: 12/2/2022

COVER SHEET

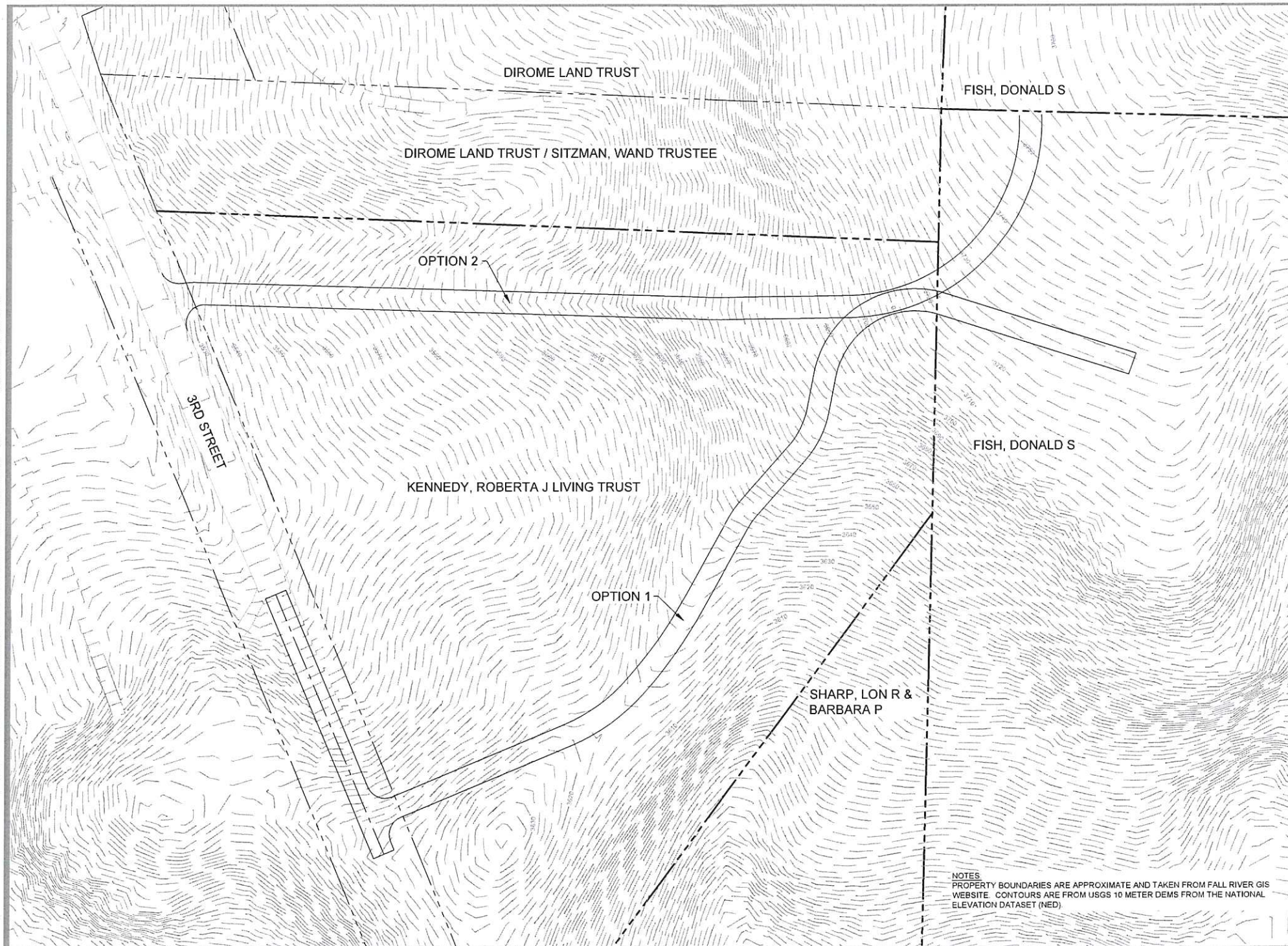
**C1.01**

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NOTES  
PROPERTY BOUNDARIES ARE APPROXIMATE AND TAKEN FROM FALL RIVER GIS  
WEBSITE. CONTOURS ARE FROM USGS 10 METER DEMS FROM THE NATIONAL  
ELEVATION DATASET (NED)

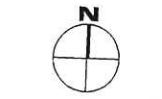


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Civil Engineering | Landscape Architecture | Planning

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Rapid City, SD 57702  
(605) 791-1736

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NOT FOR CONSTRUCTION



HORIZ. SCALE 1" = 50'  
FOR 22"x34" SHEET

SCHEMATIC DESIGN

DONALD FISH  
PROPERTY ACCESS  
ASSESSMENT

HOT SPRINGS, SD

REVISIONS

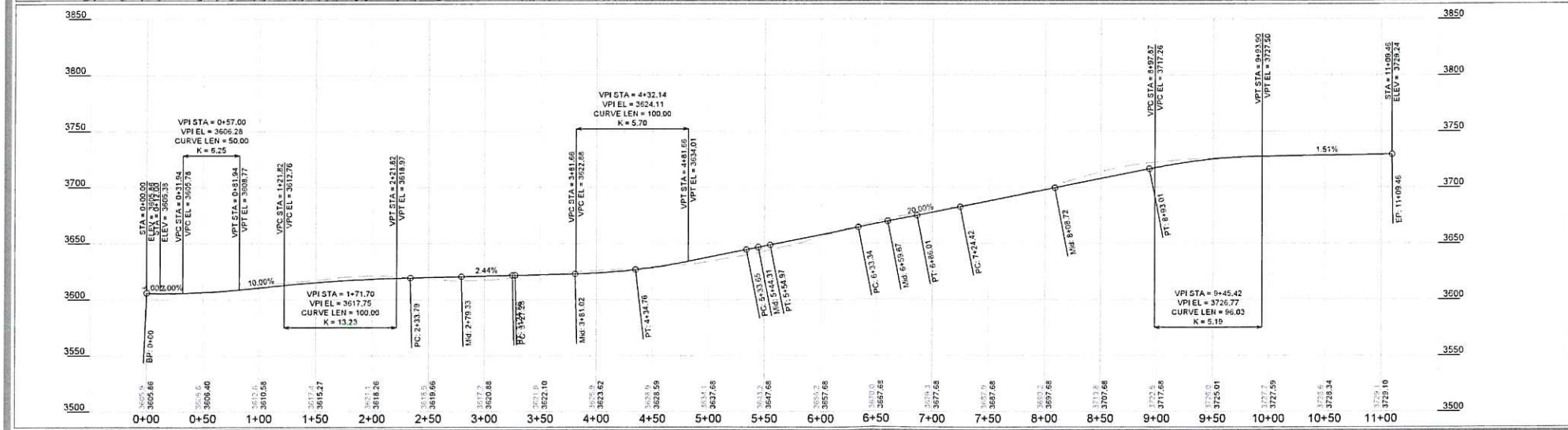
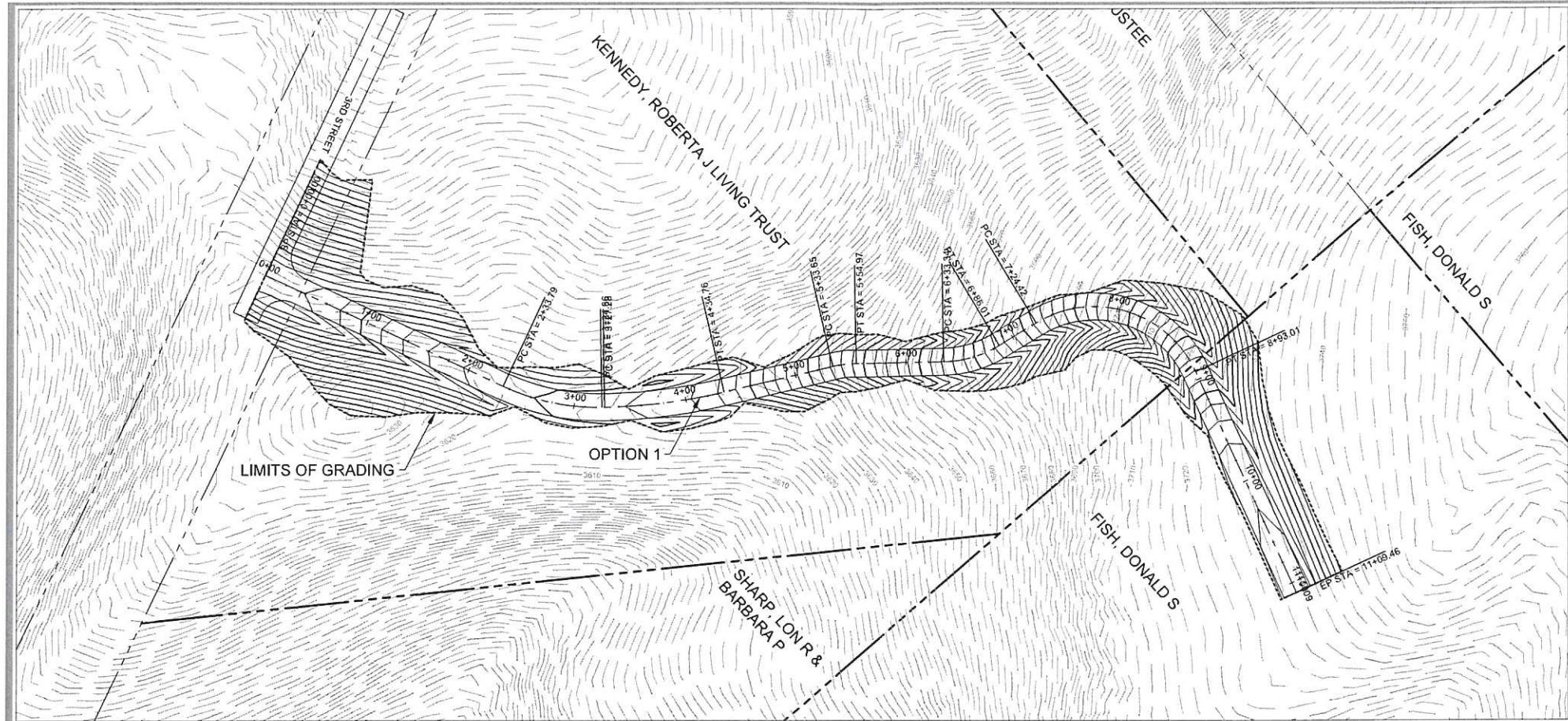
Project Number: 22-173

Date: 12/2/2022

SITE PLAN  
**C1.02**

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HORIZ. SCALE: 1" = 50'  
VERT. SCALE: 1" = 50'  
FOR 22"x34" SHEET

SCHEMATIC DESIGN

DONALD FISH  
PROPERTY ACCESS  
ASSESSMENT

HOT SPRINGS, SD

REVISIONS:

Project Number: 22-173

Date: 12/2/2022

OPTION 1 PLAN AND PROFILE

**C2.01**





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HORIZ. SCALE: 1" = 50'  
VERT. SCALE: 1" = 50'  
FOR 22"x34" SHEET

SCHEMATIC DESIGN

## DONALD FISH PROPERTY ACCESS ASSESSMENT

HOT SPRINGS, SD

REVISIONS

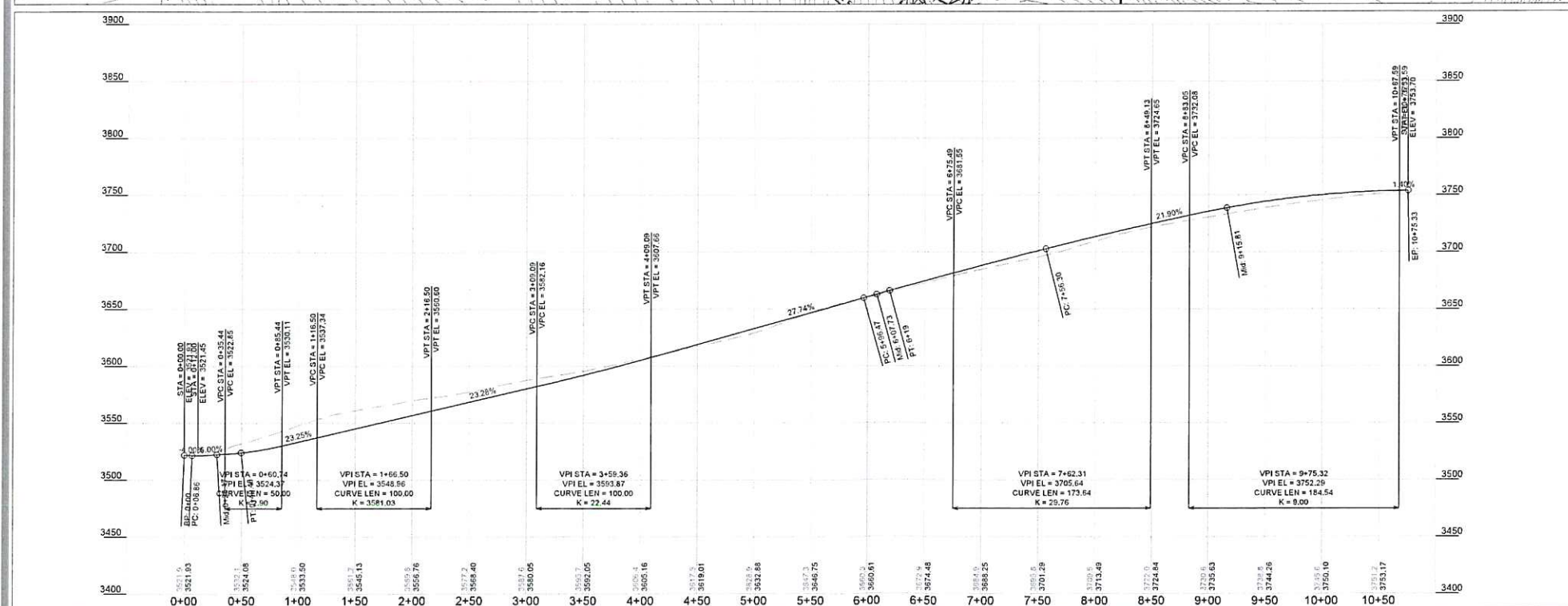
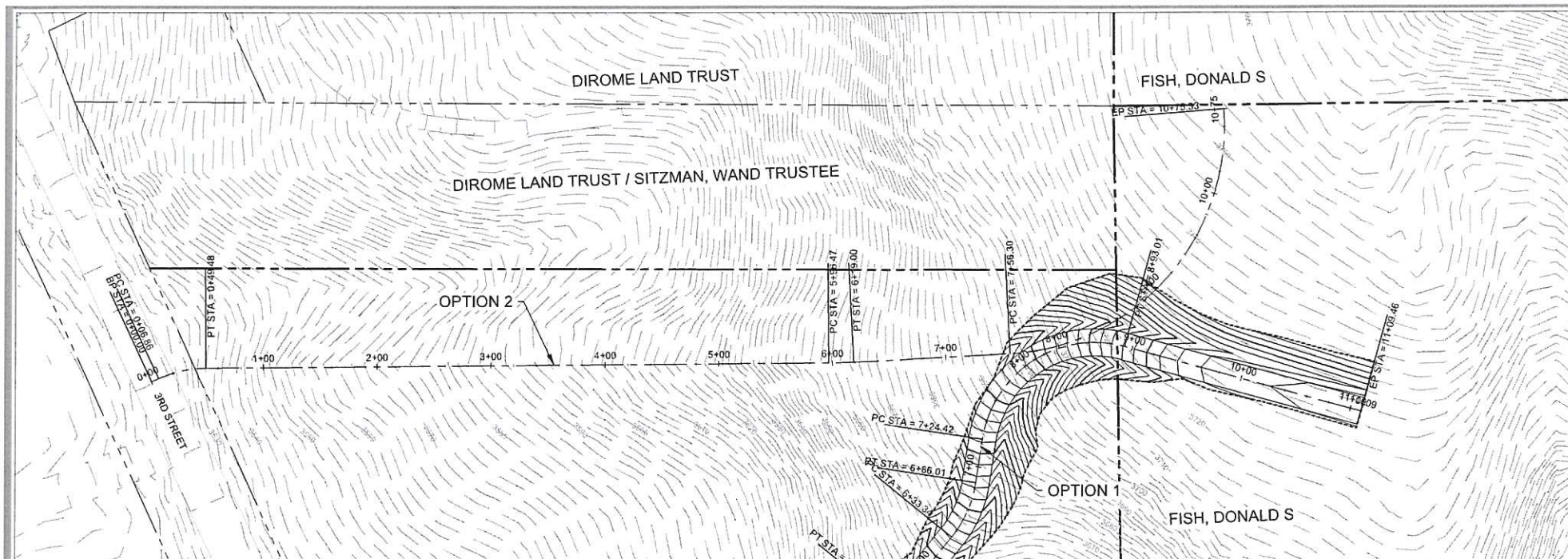
Project Number: 22-173

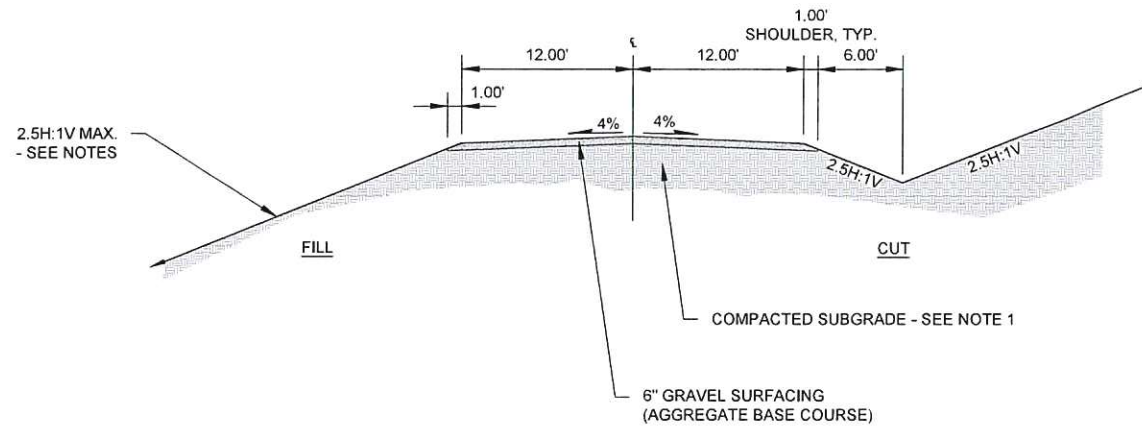
Date: 12/2/2022

OPTION 2 PLAN AND PROFILE

# C2.02

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1 GRAVEL ROAD TYPICAL SECTION  
C3.01 1"=10'

#### NOTES:

1. SUBGRADE TO BE SCARIFIED TO A DEPTH OF 12", MOISTURE CONDITIONED TO NEAR OPTIMUM AND RECOMPACTED TO AT LEAST 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY AASHTO T-180 (MODIFIED PROCTOR TEST) AND AS RECOMMENDED BY GEOTECHNICAL ENGINEER.
2. CROSS SLOPES SHOWN ARE THE MAXIMUM ALLOWABLE WITHOUT RECOMMENDATIONS FROM A PROFESSIONAL GEOTECHNICAL ENGINEER WITH REGARDS TO LOCAL AND GLOBAL STABILITY. GEOTECHNICAL RECOMMENDATIONS SHALL BE ACCOMPLISHED THROUGH BORINGS AND/OR VISUAL ANALYSIS AND SAMPLING DURING CONSTRUCTION. THESE MODIFICATIONS FOR STEEPER SLOPES MAY MAKE PRIVATE ACCESS DRIVES MORE DIFFICULT TO CONSTRUCT AND ALSO VEGETATION MORE DIFFICULT TO ESTABLISH AND SHOULD BE WEIGHED IN THE DECISION. ANY CHANGES IN CROSS SLOPES SHOWN MAY HAVE A SIGNIFICANT IMPACT ON CUT/FILL QUANTITIES, WHICH MAY WARRANT MODIFICATIONS OF THE ROAD PROFILE. MODIFICATIONS TO THE ROAD PROFILE ARE ACCEPTABLE AS LONG AS NO SLOPES ARE CONSTRUCTED GREATER THAN 14%.



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SCHEMATIC DESIGN

DONALD FISH  
PROPERTY ACCESS  
ASSESSMENT

HOT SPRINGS, SD

REVISIONS:

Project Number: 22-173

Date: 12/2/2022

DETAILS  
**C3.01**

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FALL RIVER COUNTY COMMISSION RESOLUTION #2024- 11

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 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 ( $\frac{1}{2}$ ) 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



*Not on County map.  
On the State map -  
Current online  
as Sec Rd*

# Fall River County VSO 2024 1st Quarter report

1. There were several state bills that passed this year that are beneficial to veterans. HB 1008 allows out of state veterans eligibility at the State Veterans Home. HB 1067 designated a Medal of Honor Recognition Day (March 25). HB 1082 Increased Property tax exemption for certain veterans and with a disability and surviving spouses.
2. Explained filing of claims, additional benefits, and answered questions to more than 60 veterans.
3. Filed for Burial Benefits and Headstones for six veterans.
4. Filed 157 disability and/or pension claims with the South Dakota State of Veterans Affairs.
5. Over \$161,000 of disability or pension awards this quarter (Monthly breakdown)

## Total Monthly Awards For Periods JAN 01 2024 – MAR 31 2024

For month	Number of awards	Total Amount
January, 2024	47	\$104,154.82
February, 2024	13	\$25,311.01
March, 2024	14	\$31,813.73





2727 N Plaza Dr.  
Rapid City, SD 57702

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

## Quote

No.: **71327**

Date: **3/15/2024**

### Prepared for:

Dave Weishaupl  
Fall River County Auditor  
906 N River Street  
Hot Springs, SD 57747 USA

Account No.: 1889

Phone: (605) 745-5145

Fax: (605) 745-3530

Qty	Description	UOM	Sell	Total
1	Ruckus ICX 7150-C10ZP - L3 - 2x 100/1000/2.5G/5G/10GBase-T (PoH) + 2x 100/1000/2.5G (PoH) + 6x 100/1000/2.5G (PoE+) + 2x 10GB SFP+ -	EA	\$1,756.69	\$1,756.69
1	Ruckus ICX7150 Switch, 24x 10/100/1000 PoE+ ports, 2x 1GbE uplink-ports, 4x 10G SFP+ uplink-ports, 370W PoE budget, L3 features	EA	\$1,449.03	\$1,449.03
1	Ruckus ICX 7150-48PF - Switch - L3 - managed - 48 x 10/100/1000 (PoE+) + 2 x 10/100/1000 (uplink) + 4 x 1GB/ 10GB SFP+ (uplink)	EA	\$2,491.13	\$2,491.13
3	Ruckus WatchDog Remote Support, ICX7150-24p,48p & C12P - 5 years	EA	\$437.47	\$1,312.41
120	Slim Patch Cable 7ft Cat6A - Blue	EA	\$3.75	\$449.88
1	Project Installation & Configuration	EA	\$4,750.00	\$4,750.00

Your Price: **\$12,209.14**

Total: **\$12,209.14**

Prices are valid for 30 days from quote date.

Prepared by: Chris Bernard, chrisbernard@goldenwest.com

Date: 3/15/2024

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

### Disclaimer

Unless otherwise specified, all labor is charged on a time and materials basis. Any additional service charge or travel will apply.

Any quoted cable runs assume that there is an available cable pathway; if not, additional charges may apply.

Applicable taxes and/or shipping charges may be added to the invoice.

Terms: A 30% down payment may be required for sales of \$10,000 or more, with the balance due 15 days from the invoice date.

Large, long-term projects are subject to progress billing.

# United States Senate

WASHINGTON, DC 20510

COMMITTEES:  
ARMED SERVICES  
BANKING, HOUSING, AND  
URBAN AFFAIRS  
SELECT COMMITTEE ON  
INTELLIGENCE  
VETERANS' AFFAIRS  
INDIAN AFFAIRS

April 3, 2024



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

Dear Joe,

Thank you for contacting Senator Rounds about the Protecting the Right To Keep and Bear Arms Act of 2023, S. 2911. The senator appreciates your concerns and values your input on this.

S. 2911 was introduced into the Senate by Senator Mike Braun (R-IN) along with Senator Rounds and 18 of their colleagues on September 21, 2023. There are currently 22 cosponsors of this legislation. It is currently pending before the Senate Committee on Homeland Security and Governmental Affairs. Senator Rounds does not serve on this committee, but should this bill come under consideration by the full Senate, he will support it.

As you know, this legislation prevents the President (or a designee) from declaring an emergency under the National Emergencies Act or a major disaster under the Stafford Disaster Relief and Emergency Assistance Act, for the purposes of imposing gun control. The bill also prevents the Secretary of HHS from declaring a public health emergency under the Public Health Service Act, for the purposes of imposing gun control. Lastly, the bill prevents any federal government official from prohibiting the manufacture, sale or transfer of a firearm or ammunition during a disaster or emergency.

In South Dakota, we greatly value our right to bear arms. We recognize that ownership and operation of firearms are constitutional rights protected by the Second Amendment. Senator Rounds believes that we must always remain vigilant against proposed regulations aimed to restrict individual, law-abiding citizens from owning and using firearms.

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

Sincerely,

Drew  
Office of Senator Mike Rounds

FYI

[https://www.wenatcheeworld.com/news/northwest/inflation-has-turned-washington-state-s-property-tax-cap-into-a-county-budget-killer/article\\_76ff422e-f2e5-11ee-8740-239f79d600c2.html](https://www.wenatcheeworld.com/news/northwest/inflation-has-turned-washington-state-s-property-tax-cap-into-a-county-budget-killer/article_76ff422e-f2e5-11ee-8740-239f79d600c2.html)

## Inflation has turned Washington state's property tax cap into a county budget-killer

Frustrated county officials say state leaders have shunted the state's financial burden onto local governments

By Daniel Walters

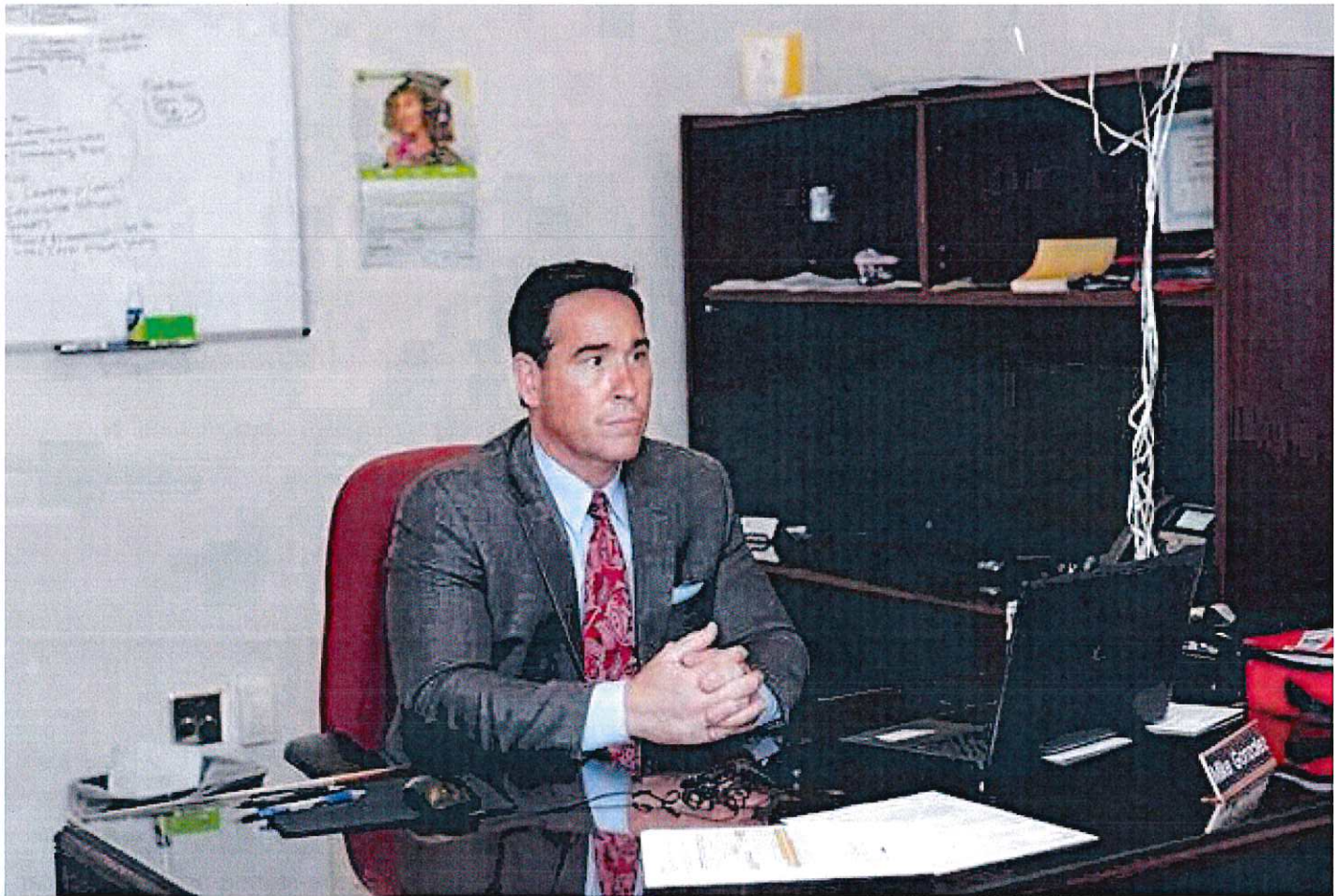
InvestigateWest  
Apr 4, 2024  
For two decades, Franklin County — an agricultural community of about 100,000 in south-central Washington — has been the fastest-growing county in the state.

But lately, county leaders have been scrambling to pay their bills. They spent \$700,000 in limited federal COVID relief dollars last year simply to try to keep the local judicial system afloat. They'd pulled money from dwindled reserves, raided the road levy fund and put off construction, all to make the budget balance one more year.

And this year? They'll need to cut another 15% from the general fund.



"We're out of cash. We don't have any money left," said Franklin County Administrator Mike Gonzalez. "That part is a part that keeps me up at night. You're like, 'Holy cow, if we really got into a pickle, how are we going to pay for all this?'"



Franklin County Administrator Mike Gonzalez says the rapidly rising cost of fuel, health insurance, and public defense has quickly outstripped the county's tax revenue.

InvestigateWest/Jaime Kincaid

A strategic financial report pegged the problem as deep and structural: "County revenues are simply not growing fast enough to keep up with expenses."

"If we cannot figure out a way to pay for these costs," Gonzalez said, "we're going to be letting criminals out on the street, we are not going to be able to hire corrections officers to staff jails, prosecuting attorneys are going to be nonexistent."

Counties across Washington, of all sizes, are on the same kind of financial precipice. Many county officials blame the handcuffs that the Legislature has put on property taxes, their most crucial revenue source.

No matter how fast property values increase, state law only lets most local governments increase their property tax revenue from existing properties by 1% without voter-approved ballot measures. Washington's cap on property taxes is among the strictest in the country.

That restriction has dogged county budgets for decades, but in this moment — as inflation has soared — it's hammering them harder than ever. The Washington State Auditor's Office has identified "concerning" or "cautionary" issues with the budgets of 29 of Washington's 39 counties, and in more than 200 cities or towns.

During last year's State of the County speech, King County Executive Dow Constantine warned that, because of the property tax cap, they stood to lose health clinics, domestic violence victim resources and even "funding our elections staff needs to protect our democracy."

"They've been holding things together with chewing gum and baling wire for the last few decades," state Sen. Jamie Pedersen, D-Seattle, said of local county governments. "The ways that they learned to do that just stopped working in a high-inflation environment."

Yet the state, county leaders say, not only hasn't been able to pass legislation to fix the problem, it's made things worse by heaping on new responsibilities with little extra aid.

"The financial system is collapsing, and we in the counties have been left to hold the bag," Gonzalez said. "We're collapsing and the state is not doing anything about it but waiting and watching the system implode."

## The Booming Bust

Washington state's property tax cap began, as so many headaches for government budget wonks have, with a voter initiative championed by anti-tax activist Tim Eyman.

In 2000, voters passed an Eyman-backed initiative that lowered the cap on property tax revenue increases — then at a maximum of 6% — to 2%. When a coalition of cities and counties filed a lawsuit to overturn that initiative, Eyman decided to play hardball.

"The following year, we said, 'OK, you dirty dogs. You keep suing us every time we vote for something? You don't like 2%? How about 1%? We're gonna cross out the number 2 and replace it with 1,'" Eyman said.

Even including the passage of local levies and a spate of recent new construction, property tax revenue has lagged far behind the growth in property values.

InvestigateWest/Daniel Walters

Eyman's Initiative 747 passed easily. And by 2007, when a lawsuit threw out the 1% cap as well, the cap had become so embedded within voter expectations that the Democratic governor held a special session of the Legislature to immediately reimpose it.

While some states, like Oregon, have property caps limiting increases in individual tax bills, Washington's cap limits the total revenue the government brings in. All assessments of existing property do is determine how that cost is divided among property taxpayers — how the pie is split up. If your property increases in value faster than your neighbors', you pay for a bigger slice. But the only way the whole pie can grow faster than 1% a year is through voter-approved levies or new construction, which isn't limited by the cap.

Derek Young, a former Pierce County councilmember, compares the structure to an anaconda wrapped around the ribcage of local governments. Suffocation happens slowly.

“Each time you take a breath, it squeezes a little more in,” Young said. “Over time, eventually, you’ve got no more room to breathe.”

But now, counties — which rely almost entirely on property and sales tax — can feel their ribs begin to crack. Property values have increased one-and-a-half times faster than tax revenues have since the initiative passed.

In 2001, the average taxpayer was paying nearly \$1,300 in property taxes for every \$100,000 of property value. Today, they’re paying an average of only \$850 per \$100,000.

Local governments have faced financial challenges before, particularly with the collapse of sales tax revenue during the recession in the wake of the 2008 housing crash. Yet today’s economic climate is nearly the opposite: Housing prices have soared, retail sales have spiked, unemployment is low and the slew of job openings have pushed up wages sharply.

Many local governments initially got a boost to their budgets through federal aid and increased sales tax revenue. Cities, like Seattle, proudly launched a flurry of new spending with that temporary extra revenue, only to find themselves staring into a budget-deficit abyss when the money ran out.

The nation was hit with the biggest burst of inflation since 1981. Retirements from COVID had created a labor shortage. Local governments across the state found themselves in bidding wars, trying to hire police, corrections officers and public defenders away from one another and driving up costs.

Housing values spiked too — increasing rent, increasing homelessness, and increasing how much local governments had to shell out to fund new clinics and shelters.

Pierce County watched its two-year jail costs increase by almost \$20 million. Tiny Wahkiakum County, northwest of Vancouver, saw the cost of its auto, facilities and liability insurance nearly double. In Franklin County, fuel costs — pushed even higher by the state’s new carbon penalties — hit the county’s public works budget.

Counties had to start cutting. Pierce eliminated nine vacant corrections officer positions. Thurston ended supervised probation in District Court. King cut the county sheriff’s department’s overtime.

The property tax cap is a big reason why Washington state has had the lowest number of police officers for its population in the nation for over a decade, said Young.

"We already 'defunded police,'" Young recalled joking with the Legislature. "You did that for us."

Yet as counties have struggled to keep their budgets above water, local leaders have been increasingly frustrated that the state has pushed so much of the burden of providing services on to local governments.

By 2012, so much of the responsibility for funding schools had been shifted to local school districts to pass levies that the state Supreme Court ruled legislators had violated the state constitution's "paramount duty" to fund education, eventually fining the Legislature \$100,000 a day until they fixed it.

So in 2017, the state simply suspended the 1% limit from the property taxes dedicated to statewide school funding for the next four years. But counties and cities don't have that option, at least not without a ballot measure.

Voters legalized marijuana more than a decade ago, but the state only gave local governments a trickle of the marijuana tax revenue collected. Meanwhile, for state-mandated areas like public defense, the cost for counties keeps increasing, while the state contribution has remained flat.

A year ago, Gonzalez said, Franklin County was paying entry-level public defender attorneys \$85,000. Today, they're offering \$116,500. A 1% hike in property tax revenues in Franklin County, Gonzalez said, barely pays the salary of one.

"We don't have a single system of social services in the state. We have 39," Young said. "What do we do for people like in Pierce County, where they're struggling to raise enough revenue to provide just basic services?"



Franklin County Sheriff's Office Commander Marcus Conner speaks with County Administrator Mike Gonzalez. Washington state has had the lowest level of law enforcement for years, but some counties have been cutting additional unfilled positions.

InvestigateWest/Jaime Kincaid

## A Modest Proposal

Over the last two decades, plenty of Washington state legislators have tried, and failed, to reform the property tax cap. But a high-inflation environment is a particularly perilous time to propose such a bill.

Surrounding states with looser property cap restrictions, like Idaho, Wyoming and Montana, have been scrambling to find ways to reduce taxes to placate furious voters over their rising property taxes.

Nevertheless, Sen. Pedersen took his best shot. His bill this year would have given counties the option of increasing property taxes cap by up to 3% a year.

Despite their lock on the Legislature in Washington state, Democrats were quickly put on the defensive.

Senate Republicans were merciless: They pumped out social media featuring a steady stream of #StopTheGreed hashtags, a video featuring a drawing of a man labeled “government” fist pumping next to a cash-register ringing “ch-ching,” and warnings that the Democrats wanted to “TRIPLE, TRIPLE, TRIPLE” the maximum growth rate of your property taxes.

Republicans pointed to the overall growth of revenue in areas like King County in the last decade — faster than inflation, they said — to argue that budget complaints are overblown.

They held a press conference decrying the proposal as the worst bill of the session, accusing Democrats of being “tone deaf” to the suffering of families, arguing that lifting the cap would inflame the housing shortage and cause rent to increase. In their eyes, the cap helped stop the government from getting too big too fast.

“It should be hard for local government to budget. It should be,” said Sen. Drew MacEwen, R-Shelton. “And I think that’s lost on this Legislature.”

Another politician at the press conference incorrectly claimed that Democrats would raise your property taxes by “300%.” Online, commenters worried that, for example, their \$9,000 tax bill was poised to leap to \$27,000.

That, as Eyman readily acknowledges, wasn’t true. Yet more than 8,000 people signed up to testify that they were opposed to Pedersen’s bill.

Democrats began to balk. Sen. Emily Randall, D-Bremerton, who had been narrowly reelected in 2022 and is now running for Congress, pulled her support as a co-sponsor from Pedersen’s bill, citing opposition from her constituents.

Even if the bill managed to pass, there was no guarantee it would stick. On social media, Rep. Jim Walsh, R-Aberdeen, had already started filling out the referendum paperwork to let voters repeal the bill. The bill was left to die.

With multiple other voter initiatives threatening to imperil the state’s own new sources of revenue — like the capital gains tax — Democrats were cautious.

"A conversation about property taxes that people don't really understand in this particular year would likely be an unwelcome distraction," Pedersen said.

## What Now?

Eyman always has a simple counter to all the local government complaints that they're "starving": Simply pass a local levy.

"'Oh, we desperately need more money?' OK, make your case to the people who are going to pay it that you need more money," Eyman said. "That's always been there, and that's always undercut every argument they've ever made."

King County, where three-quarters of voters picked Biden, readily passes taxes, including plenty of levies aiding parks, veterans services and mental health. Include them in the calculation, and the county's overall spending has largely kept up with inflation. But until new legislation passed this year, state law had banned King County — and only King County — from using levy funding to pay for services in their general fund.

In more conservative areas like Stevens County, where 70% of the voters voted for Trump, however, the problem is more political.

"If I go to the voters and try and convince them that that money is for paying for the assessor, and the treasurers and recording and elections, it's not going to pass in my area," Stevens County Commissioner Wes McCart told the Legislature. "At what point do I stop providing services?"

Just one more mandate from the state, some officials worry, could push some counties over the edge. With the Washington State Bar Association proposing case-load standards that could potentially double or triple costs on counties, Gonzalez warned in a recent press release, "this could be what bankrupts smaller counties like ours."

But Franklin County commissioners haven't seemed interested in proposing a new property tax levy, Gonzalez said. They haven't been interested in raising the property cap either.

"I appreciate that our area commissioners are living within the means provided by the taxpayers, even if it makes budgeting more challenging," Sen. Perry Dozier, R-Waitsburg, wrote in a post last month. "Putting this bill down was the right move, although if the majority respected the will of the voters it never would have been introduced in the first place."

*InvestigateWest (invw.org) is an independent news nonprofit dedicated to investigative journalism in the Pacific Northwest. A Report for America corps member, Daniel Walters covers democracy and extremism across the region. He can be reached at [daniel@invw.org](mailto:daniel@invw.org).*