



Auditor Office <aud@frcounty.org>

Rural Attorney Program - Austin Schaefer

1 message

aschaefer@husteadlaw.com <aschaefer@husteadlaw.com>

Tue, Jun 11, 2024 at 10:54 AM

To: Auditor Office <agenda@frcounty.org>, Austin Schaefer <amschaefer1@hotmail.com>

Good morning Sue,

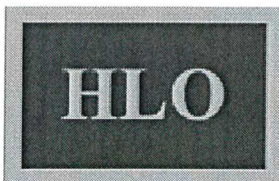
As discussed, attached is the Amendment to my Contract, which accounts for my active-duty military time (which suspended the Contract until June 30, 2024, for my first year of service). I have signed it, and the other 2 parties (UJS and State Bar of SD) will also sign this too. Please have the Authorized Agent sign as well, and email me back the signed copy.

The County's payment is for \$4,379.76, payable on June 30, 2024. Please put this on the June 20th Agenda for the County Commissioners.

Please let me know if you have any questions.

Best Regards,

Austin Schaefer



AUSTIN M. SCHAEFER, Esq.

ASSOCIATE ATTORNEY

Licensed in South Dakota | LL.M. in Taxation

Tel: (605) 745-5161 | Fax: (605) 745-3154

145 N Chicago St, Hot Springs, SD 57747

Hustead Law Office, P.C. | www.husteadlaw.com | aschaefer@husteadlaw.com

intended recipient, please contact the sender by email or call us at (605) 745-5161 and destroy all copies of the original message. IRS CIRCULAR 230 NOTICE: We hereby inform you that any advice contained herein (including in any attachment) (1) was not written or intended to be used, and cannot be used, by you or any taxpayer for the purpose of avoiding any penalties that may be imposed on you or any taxpayer and (2) may not be used or referred to by you or any other person in connection with prompting, marketing, or recommending to another person any transaction or matter addressed herein. Plain English: Taxpayers are ultimately responsible for their financial decisions. Invalid tax shelters, tax scams or frivolous tax positions cannot be made valid by a "too-good-to-be-true" attorney tax opinion letter is not a valid defense to violations of US tax laws. REPLIES FILTERED: Any incoming reply to this e-mail communication or other e-mail communication to us will be electronically filtered for "spam" and/or "viruses". That filtering process may result in such reply or other email communications to us being quarantined (i.e. potentially not received at our site at all) and/or delayed in reaching us. For that reason, we cannot guarantee that we will receive your reply or other e-mail communications to us and/or that we will receive the same in a timely manner. Accordingly, you should consider sending communications to us which are particularly important or time-sensitive by means other than email.

3 attachments



2024.06.11 Ltr to FR County Auditor - RARP Year 1 Completion.pdf
184K



Schaefer Austin Rural Attorney Contract FY23 - Fully Executed.pdf
464K



RURAL CONTRACT AMEND Austin Schaefer.pdf
92K

HUSTEAD LAW OFFICE

A Professional Law Corporation

ATTORNEYS AT LAW

William R. Hustead
Shareholder

Cole J. Romey*
Austin M. Schaefer†

June , 2024

Sent via email only

FALL RIVER COUNTY AUDITOR

Attn: Sue Gange
auditor@frcounty.org

RE: Rural Attorney Program Grant – Austin Schaefer

Dear Sue:

Please see below invoice for the anticipated successful completion of Year One, pursuant to paragraph 3(B) of the Contract, and the First Amendment to Contract.

\$4,379.76 payable to Austin M. Schaefer. SSN # xxx-xx-8527.

Please let me know if you need me to fill out an invoice form. Thank you for your support.

Cordially,

AUSTIN M. SCHAEFER
ASSOCIATE ATTORNEY

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

T: 605-279-2021 • F: 605-279-1080
418 Main St., Suite 111 • PO Box 424
Wall, SD 57790-0424

aschaefer@husteadlaw.com

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

**RURAL ATTORNEY RECRUITMENT PROGRAM
CONTRACT/LETTER OF AGREEMENT
FOR CONTRACTUAL SERVICES BETWEEN**

Austin M. Schaefer
441 N. River St.
Hot Springs, SD 57747
hereinafter referred to as
ATTORNEY

South Dakota Unified Judicial System
500 E. Capitol Avenue
Pierre, SD 57501
hereinafter to referred to as
UJS

State Bar of South Dakota
222 E. Capitol Avenue
Pierre, SD 57501
hereinafter referred to as
STATE BAR

Fall River County Commission
906 N. River St.
Hot Springs, SD 57747
hereinafter referred to as
COUNTY

The South Dakota Unified Judicial System, State Bar of South Dakota, County and Attorney hereby enter into a contract for participation in the South Dakota Rural Attorney Recruitment Program.

1. DEFINITIONS:

- A. **Eligible County** – a county having a population of 10,000 persons or less that the UJS has determined to be eligible for participation in the South Dakota Rural Attorney Recruitment Program. For purposes of this specific contract, the Eligible County is Fall River County.
- B. **Incentive Payment** – Participating attorneys within the program will receive an incentive payment, payable in five equal annual installments, each payment equal to 90% of one year's resident tuition and fees at the University of South Dakota School of Law, as determined on July 1, 2013. This amount is \$12,513.60.
- C. **Attorney** – an attorney licensed to practice law in the State of South Dakota or a lawyer who seeks to be licensed by the date specified below, who is determined to be eligible for participation in the South Dakota Rural Attorney Recruitment Program.

2. OBLIGATIONS OF THE ATTORNEY:

- A. The Attorney agrees to practice law in the Eligible County a minimum of 35 hours per week for a minimum of 49 weeks per year, for a period of 5 continuous years, with this obligation commencing **September 1, 2022**, and concluding **September 1, 2027**. Attorney is allowed 21 days of leave per service year, excluding federal and state holidays. This leave may not be accumulated from one year to the next. If the Attorney fails to comply with the terms herein, UJS, State Bar and County may withhold payments for nonperformance.
- B. The Attorney must reside within the County that he is providing services to under this contract.
- C. The Attorney attests to not having previously participated in this or any other state or federal scholarship, loan repayment, or tuition reimbursement program which obligates the Attorney to provide legal services within an underserved area.
- D. The Attorney must remain licensed as an attorney by the South Dakota Supreme Court throughout the period of this contract. The Attorney further agrees to provide a Certificate of Good Standing to the UJS, the State Bar, and the County, upon request.
- E. The Attorney attests to having never been disbarred, suspended, or publicly censured from the practice of law in any jurisdiction.
- F. The Attorney must procure and maintain professional malpractice insurance with a limit of not less than \$100,000 per incident. The Attorney further agrees to provide a properly executed Certificate of Insurance that clearly evidences the malpractice insurance required in this Contract. In the event of a substantial

Updated 7/12/2022

change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Attorney agrees to provide immediate notice to the UJS and provide a new Certificate of Insurance showing continuous coverage in the amounts required. The Attorney must furnish copies of insurance policies if requested by UJS. Loss of malpractice insurance will nullify this contract.

- G. The Attorney will give written notice to UJS, State Bar and County within 30 days after any of the following events: 1. Attorney's name and/or address changes; 2. Attorney intends to not fulfill his service obligation; or 3. Attorney ceases to practice law as an attorney.
- H. The Attorney will provide UJS with a quarterly accounting of all hours worked per week, receipt of all payments made by the County under the terms of this contract and any discipline complaints or lawsuits filed against him.
- I. The Attorney must abide by all state and federal laws. Minor traffic offenses will be evaluated case-by-case.
- J. **The Attorney agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Attorney to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.**
- K. The Attorney is an independent attorney and neither the Attorney nor any employee or agent thereof will hold themselves out as or claim to be an officer or employee of the UJS, the State Bar or the County and will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the UJS, the State Bar or the County, including, but not limited to, workers' compensation, health, life, malpractice insurance, unemployment insurance and retirement benefits. This contract may not be deemed a waiver of sovereign immunity or any other type of immunity by the State of South Dakota or any of its political subdivisions either in litigation against a party to this contract or any third party.
- L. The Attorney agrees to perform pro bono work through the State Bar of South Dakota's Access to Justice, Inc. (A2J) program, as a condition of this contract. The minimum amount of pro bono work required of Attorney is: **a case per year**. Upon confirmation of participation in the Rural Attorney Recruitment Program (RARP), the Attorney shall contact A2J to inform them of their participation in the program.

The Attorney may meet the yearly minimum pro bono requirement in one of two ways: 1) accept a case referral directly from A2J; or, 2) the Attorney may choose to funnel one of their own prospective pro bono client cases through the A2J program, so long as the client is eligible for legal assistance through A2J and the case falls within the A2J case-type guidelines. **NOTE: the same case may be counted in more than one contract year, so long as the Attorney is still providing pro bono representation on the same case during the following contract year.**

The A2J eligibility criteria include: 1) verification that a conflict check is cleared with both the Attorney and A2J, and 2) income/asset and case-type guidelines are met. If the Attorney would like to funnel one of their own prospective pro bono clients through A2J, they will need to contact the A2J coordinator directly. The A2J coordinator can assist the Attorney in gathering the information required to determine if their prospective client/case meets A2J eligibility criteria.

It is the attorney's responsibility to contact A2J periodically to determine if a case is available in their area and/or to determine if the Attorney's prospective pro bono client is eligible for legal assistance through A2J. Attorneys are encouraged to seek out prospective clients in their area as A2J receives a limited amount of rural attorney applications each year. To meet the minimum contract obligation of one pro bono case each year, it is the attorney's responsibility to either find an A2J eligible pro bono client/case or accept an A2J referral each year.

If the attorney refuses an A2J referral, A2J will notify the Rural Attorney Recruitment Program that the Attorney has refused an A2J referral.

Updated 7/12/2022

The A2J program assists low-income residents of South Dakota with various types of non-fee generating in-state civil legal matters. The most common types of cases accepted through A2J include:

- Family Law (Divorce, Custody, Child Support, Guardianship, Adoption, Protection Orders)
- Bankruptcy, Debtor/creditor matters, collections
- Wills/POA, other small estate matters
- Landlord/tenant and other housing issues
- Other types of civil legal matters

A2J pro bono legal assistance income caps are based upon gross household income information (*in most cases, the household includes all residents residing in the same house as the applicant*). The current A2J pro bono income caps are as follows:

- Veterans, Senior Citizens (60 years and older), or individuals with a disability/receiving monthly disability income: gross household income up to 200% of the current federal poverty guidelines.
- Victims of Domestic Violence, Sexual Assault, Stalking and/or Human Trafficking: gross household income up to 150% of the current federal poverty guidelines.
- Non-Priority applicant: gross household income up to 125% of the current federal poverty guidelines.

Access to Justice contact information:

Access to Justice
111 W. Capitol Ave. #1
Pierre, SD 57501
(855) 287-3510
Access.to.justice@sdbar.net
A2J Coordinator: Denise Langley

- M. The Attorney agrees to attend the "Nuts and Bolts" continuing legal education program, or equivalent programming put on by the State Bar of South Dakota, each year during the contract
- N. The Attorney agrees to participate in the Hagemann-Morris Mentorship Program.

3. OBLIGATIONS OF THE COUNTY:

- A. The County attests that it has 10,000 or less persons living within the county limits.
- B. The County agrees it is responsible for 35% of the total amount of the incentive payment, or \$4,379.76 per year for five years for a total contribution of \$21,898.80. The first payment of \$4,379.76 is due and payable on **September 1, 2023**, and on **September 1** of every year for four years thereafter, for a total of five annual payments. The County may prepay, to the Attorney, its portion of the incentive payment at any time during the five-year period. If, however, Attorney fails to comply with the terms herein, then County can withhold payment for nonperformance and may seek reimbursement for the amounts previously paid, consistent with the terms and conditions herein.
- C. The County will provide the UJS with written notice certifying the Attorney has been paid the County's financial obligation pursuant to this contract.
- D. The County agrees, after the initial assessment, to report to the UJS any substantial change in the:
Demographics of the county;
Age and number of current attorneys residing and practicing law within the county; and
Programs of economic development within the county.

The County agrees to actively participate in any subsequent review / assessment as determined necessary by the UJS to reflect any change in conditions within a county.

- E. The County agrees to hold harmless and indemnify the UJS, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the County to be responsible

for or defend against claims or damages arising solely from errors or omissions of the UJS, its officers, agents or employees.

4. OBLIGATIONS OF THE STATE BAR OF SOUTH DAKOTA:

- A. Once the County certifies payment to the Attorney, the State Bar will pay to the UJS 15% of the total amount of the incentive payment, payable in five equal annual payments of \$1,877.04 each. The UJS shall forward this amount to the Attorney, pursuant to the terms and conditions of this contract. The State Bar may prepay, to the UJS, its portion of the incentive payment at any time during the five-year period. The specific total amount the State Bar is obligated to pay for the Attorney's service is \$9,385.20. If, however, the Attorney fails to comply with the terms herein, then the State Bar can withhold payment for nonperformance and may seek reimbursement for the amounts previously paid, consistent with the terms and conditions herein.
- B. The State Bar will provide the UJS with written notice certifying that the County has paid its financial obligation pursuant to this contract.
- C. The State Bar agrees to hold harmless and indemnify the UJS, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the State Bar to be responsible for or defend against claims or damages arising solely from errors or omissions of the UJS, its officers, agents or employees.

5. OBLIGATIONS OF THE UNIFIED JUDICIAL SYSTEM (UJS):

- A. After the County and State Bar meet their financial obligations, as described above, the UJS agrees to pay the Attorney 50% of the total amount of the incentive payment, payable in five equal annual payments of \$6,256.80 each. The specific total amount the UJS is obligated to pay the Attorney is \$31,284.00. The UJS shall also forward to Attorney the amount due from the State Bar to Attorney under the terms of this contract. If, however, Attorney fails to comply with the terms herein, then the UJS can withhold payment for nonperformance and may seek reimbursement for the amounts previously paid, consistent with the terms and conditions herein.
- B. Incomplete performance by Attorney, as determined by the UJS, constitutes a material breach of this contract and excuses the UJS from any commitment to pay.

6. CANCELLATION, SUSPENSION AND WAIVER OF OBLIGATION:

- A. If Attorney dies prior to the completion of his service obligation, the obligation will be cancelled in its entirety. No liability will be transferred to the Attorney's heirs.
- B. The UJS requires the Attorney to fulfill this contract without excessive absences or significant interruptions in service. The Attorney is allowed 21 days of leave per service year, excluding federal and state holidays; however, there are some circumstances that occur which will prevent the Attorney from staying within this timeframe. In these cases, the UJS may, under certain circumstances, suspend (put "on hold") or waive (excuse) the obligated service or payment obligation.
 - 1. **Suspension.** A suspension of the service commitment may be granted if compliance with the commitment by the Attorney: (i) is temporarily impossible or (ii) would involve a temporary extreme hardship such that enforcement of the commitment would be unconscionable. Periods of approved suspension of service will extend the Attorney's service commitment end date. The major categories of suspension are set forth below.

a. Leave of Absence for Medical or Personal Reasons. A suspension may be granted for up to one year, if the Attorney provides independent medical documentation of a physical or mental health disability, or personal circumstances, including a terminal illness of an immediate family member, which results in the Attorney's temporary inability to perform the service obligation.

b. Maternity/Paternity/Adoption Leave. Before taking this leave, the Attorney must notify the UJS of pending maternity/paternity/adoption leave and provide appropriate documentation upon request. If eligible under the Family Medical Leave Act, maternity/paternity/adoption leave of 12 weeks or less will be automatically approved, if properly documented. If the Attorney's maternity/paternity/adoption leave will exceed 12 weeks during that service year, the Attorney must request a medical suspension, which may or may not be approved by the UJS.

c. Call to Active Duty in the Armed Forces. If the Attorney is also a military reservist and is called to active duty, the Attorney will be granted a suspension, for up to one year, beginning on the activation date described in the reservist's call to active duty order. In addition to the written request for a suspension, a copy of the order to active duty must be submitted to the UJS. The suspension will be extended if the applicable Armed Forces entity continues the period of active duty. The period of active military duty will not be credited toward the service obligation but will not be considered a breach of this contract.

- 2. Waiver.** A waiver permanently relieves the Attorney of all or part of the service commitment. A waiver may be granted only if the Attorney demonstrates that compliance with their commitment is permanently impossible or would involve an extreme hardship such that enforcement of the commitment would be unconscionable. A timely waiver request must be submitted to the UJS and include the reasons the waiver is sought and any necessary medical and financial documentation necessary to support the waiver.

7. CONTRACT EXTENSION:

If the Attorney is granted a suspension during a contract year, the Attorney must extend this contractual agreement for the length of time Attorney was absent, beyond any allowable absences pursuant to this contract.

8. QUARTERLY ASSESSMENTS:

The UJS verifies every 3 months that Attorney is meeting program requirements and fulfilling his service obligation. The In-Service Verification (ISV) is completed by both the Attorney and the UJS. By completing and signing the verification, the Attorney is certifying the Attorney's compliance or noncompliance with the applicable requirements during that 3-month period. The verification will also record the total number of days during the 3-month period that the attorney fell below the minimum service requirement of 35 hours per week.

Attorneys who fail to complete and submit their quarterly ISV on time may be determined by the UJS to have failed to comply with the terms of this contract and be subject to withheld payment for non-performance.

9. FUNDING TERMINATION:

This contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature or the Executive Branch for this purpose. This contract will be terminated for cause by UJS if the Legislature or Executive Branch fails to appropriate funds, terminates funding or does not grant expenditure authority. Funding termination is not a default by UJS nor does it give rise to a claim against UJS.

10. FEDERAL AND STATE LAWS:

The Attorney and the County agree that they will comply with all federal and state laws, rules and regulations as they may apply to the provision of services pursuant to this contract.

11. RETENTION AND INSPECTION OF RECORDS:

The parties agree to maintain or supervise the maintenance of all records that are pertinent to this contract for a period of 3 years following the final payment against the contract. If such records are under pending audit, the parties agree to hold such records for a longer period upon notification from any party. The parties, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this contract.

12. AMENDMENT PROVISIONS:

This contract may not be amended except in writing, which writing shall be expressly identified as an amendment to this contract and be signed by an authorized representative of each of the parties hereto.

13. ASSIGNMENT AND SUBCONTRACT PROVISIONS:

This contract may not be assigned or otherwise transferred without the express prior written consent of the UJS. The Attorney may not use subcontractors to perform the services described herein without the express prior written consent of the UJS, the State Bar, and the County. The Attorney's efforts to assign, transfer, or subcontract this contract, or any portion thereof, without the express written consent from the UJS, the State Bar and the County constitutes a material breach of contract. In the event such consent to the subcontract is obtained, the Attorney will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this contract, including the provision to indemnify the UJS, the State Bar and the County. The Attorney will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits, and requirements, and will adopt such review and inspection procedures as are necessary to assure such compliance.

14. SUPERCESSION:

All other prior agreements, discussions, communications and representations concerning the subject matter of this contract are superseded by the terms of this contract, and except as specifically provided herein, this contract constitutes the entire agreement of the parties with respect to the subject matter hereof.

15. SEVERABILITY:

In the event that any provision of this contract is held unenforceable or invalid by any court or competent jurisdiction, such holding may not invalidate or render unenforceable any other provision hereof.

16. NOTICE:

Any notice or other communication required under this contract must be in writing. Notices must be given by and to the designated contact person listed below or such authorized designees as any party may from time to time designate in writing. Notices or communications to or between any of the parties are deemed to have been delivered 3 days after mailing by First Class US Mail service, provided that notices of default or termination must be sent by registered or certified mail. Any notices or communications personally delivered to another party are deemed to have been delivered when received by such party.

17. CHOICE OF LAW:

The terms and conditions of this contract are subject to and will be construed under the laws of the State of South Dakota. The parties further agree that any dispute arising from the terms and conditions of this contract that cannot be resolved by mutual agreement will be tried in the Sixth Judicial Circuit Court, Hughes County, South Dakota.

18. FORCE MAJEURE:

The parties agree that none of them are liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, if such delay or failure is caused by "force majeure." As used in this contract, "force majeure" means acts of God, acts of the public enemy, acts of the State and any governmental entity in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather.

19. EXECUTED COPIES:

This contract may be executed in one or more counterparts, each of which will be deemed to be an original copy of this contract and all of which, when taken together, will be deemed to constitute one and the same contract. The facsimile, email or other electronically delivered signatures of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals. A fully executed

Updated 7/12/2022

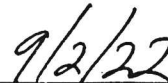
copy of this contract will be retained by the UJS. A second fully executed copy will be provided to the Attorney. The County and the State Bar shall receive photocopies of the fully executed contract.

This contract is not effective until it is fully executed by all parties.

In witness hereto the parties signify their agreement by signatures affixed below:



UJS – State Court Administrator Greg Sattizahn



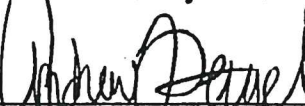
Date



Fall River County – Authorized Agent



Date



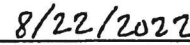
State Bar of South Dakota – Authorized Agent



Date



Austin Schaefer, Attorney



Date

--Contact information of contact person in UJS who can provide additional information regarding this contract.

Justin Goetz

(605) 773-3474

Justin.Goetz@ujs.state.sd.us

B49 500 E. Capitol Avenue
Pierre, SD 57501

Name

Phone

Email

Address

**FIRST AMENDMENT TO
RURAL ATTORNEY RECRUITMENT PROGRAM
CONTRACT/LETTER OF AGREEMENT
FOR CONTRACTUAL SERVICES**

FIRST AMENDMENT made and entered into among Austin Schaefer, 145 N Chicago St., Hot Springs, SD 57747 (the “Attorney” hereinafter), the State Bar of South Dakota, 222 E. Capitol Avenue, Pierre, SD 57501 (the “State Bar” hereinafter), the Fall River County Commission, 906 N. River St., Hot Springs, SD 57747 (the “County” hereinafter), and the South Dakota Unified Judicial System, 500 E. Capitol Avenue, Pierre SD 57501 (“UJS” hereinafter), collectively the “Parties.”

WHEREAS, on or about September 2, 2022, the Parties entered into a contract (the “Contract” hereinafter) for participation in the South Dakota Rural Attorney Recruitment Program; and

WHEREAS, Paragraph 12 of the Contract provides in relevant part that “[t]his contract may not be amended except in writing, which writing shall be expressly identified as an amendment to this contract and be signed by an authorized representative of each of the parties hereto”; and

WHEREAS the parties deem it necessary to enter into this Amendment to extend the term of the Contract term; and

WHEREAS Attorney was granted a suspension due to a call to active duty. Attorney resumed this Contract on October 1, 2023, and June 30, 2024, will mark Attorney’s end of service for year one.

WHEREAS all parties agree that this Contract is now extended to complete the contracted five years of service.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties agree as follows:

Attorney agrees to practice law pursuant to the provisions in Paragraph 2, for a period of 4 continuous years, commencing July 1, 2024, and concluding June 30, 2028.

The County agrees to the provisions in Paragraph 3 and agrees it is responsible for five annual payments of \$4,379.76 due and payable on June 30, 2024, and on June 30th of every year for four years thereafter, concluding June 30, 2028.

This Amendment is expressly identified as a part of the Contract.

That except as specifically amended hereby, the terms and conditions of the Contract shall continue in full force and effect according to the tenor thereof.

IN WITNESS WHEREOF, the parties signify their agreement effective the date first written by the signatures affixed below.

UJS - State Court Administrator Greg Sattizahn

Date

Fall River County - Authorized Agent

Date

State Bar of South Dakota - Authorized Agent

Date

Austin Schaefer

6/11/2024

Austin Schaefer

Date

FALL RIVER COUNTY RESOLUTION #2024-53

**ORDER FOR ORGANIZATION AND INCORPORATION
OF THE CLEARWATER LAKE ESTATES SUBDIVISION ROAD DISTRICT
FALL RIVER COUNTY, SOUTH DAKOTA**

WHEREAS, all voting property owners that are within the proposed district have agreed to and petitioned for the organization of the Clearwater Lake Subdivision Road District, and

WHEREAS, an Election was held on June 12, 2024 asking the voters to accept or reject the formation of the Clearwater Lake Estates Subdivision Road District, with 7 voters accepting and 0 voter rejecting the formation of the Clearwater Lake Estates Sub Road District, and

NOW, THEREFORE, BE IT ORDERED, that the Fall River County Commissioners shall declare the Clearwater Lake Estates Subdivision Road District to be organized and established as a governmental subdivision of the State of South Dakota and a public body, corporate and political, effective as of today's date, with taxing authority for the 2024 tax year payable in 2025 and after, and

BE IT FURTHER ORDERED, that the Clearwater Lake Estates Subdivision Road District be described as follows:

Lots 2A, 2B, 3A, 3B, 4A, 4B, 8A, 8B, 8C, 9A, 9B, 10A, 10B, 10C, 11A, 11B, 11C, 12A, 12B, 13A, 13B, 14A, 14B, 16A, 16B, 17A, 17B, 18A, 18B, 19, 20A Revised, 20B Revised, 21A, 21B, 22A, 22B, and a private access and utility easement of Clear Water Lake Estates, located in the N ½ of section 16 T8S, R6E,BHM, Fall River County, South Dakota Formerly Lots 2, 3, 4, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 20, 21, and 22, of Clearwater Lake Estates.

Dated this 20th day of June, 2024

Joe Falkenburg, Chairman
Fall River County Commissioner

ATTEST:

Sue Ganje
Fall River County Auditor



Auditor Office <aud@frcounty.org>

Commissioner Meeting Agenda Item for 6/20/24

1 message

Rachel Hosterman <so@frcounty.org>
To: Bobbie Janis <agenda@frcounty.org>

Tue, Jun 4, 2024 at 2:31 PM

Hi, Bobbie -

Can you add the following agenda item for Sheriff Norton to discuss at the **June 20, 2024** Commissioners Meeting?
Thank you!

1) Request approval to sign up for PowerPhone Total Response Annual Plan and Licensing effective July 31, 2024 at a cost of \$1692.70. (pricing plan attached)

Thank you!

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



PowerPhone Plan 2024.pdf

565K



PowerPhone
PO Box 911

Madison, CT 06443
United States

Scott Belanger
sbelanger@powerphone.com

20231003-112348838

Fall River County Communications, SD - SLT & Software
Maintenance Plans

Prepared for

**Fall River County
Communications**
906 N River St
Hot Springs, SD 57747
United States

Issued
October 3, 2023
Expires
July 31, 2024

Melissa Fleming
Dispatch Supervisor
dispatch.fleming@frcounty.org
(605)745-5155

Products & Services

Products & Services	SKU	Billing Frequency	Quantity	Unit price	Price
Annual Plan: Site Licensed Training SLT Service Plan - Prorated 7/31/24 thru 9/01/24	TRATL		1	\$116.08	\$116.08

Products & Services	SKU	Billing Frequency	Quantity	Unit price	Price
Payment due: July 31, 2024					
Annual Plan: Site Licensed Training Renewal SLT Service Plan - September 1st to September 1st yearly Payment starts: September 1, 2024	TRATLR	Annually	1	\$1,393.00 / year	\$1,393.00 / year
Annual Plan: Total Response Software TRSA Software Maintenance Plan - September 1st to September 1st yearly Payment starts: September 1, 2024	TRASWP	Annually	1	\$299.70 / year	\$299.70 / year
Due now					\$0.00

Terms and Conditions

Download

Fall River County Sheriff's Office

Sheriff Lyle A. Norton

906 N. River Street, Hot Springs, SD 57747

Phone: (605)745-4444

Fax: (605)745-7591

Email: so@frcounty.org



Fall River County Commissioners,

Last year, you granted a proposal that allowed my office to purchase new equipment. We also added a seventh Deputy. Something that was not considered when we made those changes was the need for some additional equipment. For instance, we do not have enough tasers and patrol rifles, as well as a few other items, for our current staff. Another thing we did not consider is having an extra set of equipment in the event something gets damaged, broken or must be taken as part of an investigation. For example, if we were to have a Deputy involved in an officer involved shooting, his or her firearm would be taken as part of that investigation. We need to have temporary replacement equipment for that Deputy. Included with this letter will be a list and estimated costs for the items I feel we need to have, not only to get my current staff fully equipped, but to also be prepared for these other scenarios.

I had mentioned to you in the May 2nd Commissioner meeting that I was going to reach out to SonTech about setting up a vehicle for us, as we were nearing a crisis situation. I did reach out to them, and I cannot justify the amount of money they want, (\$28,000) to set up a new car. We had talked about using the insurance money from the wrecked Durango to supplement those costs. What I am proposing now is that we use that insurance money to get us up to speed on these equipment items that were not budgeted for, but are needed. Thank you for your consideration in this matter, and I would be happy to answer any questions you may have.

Sheriff Lyle Norton

Fall River County Sheriff's Office

Sheriff Lyle A. Norton

906 N. River Street, Hot Springs, SD 57747

Phone: (605)745-4444

Fax: (605)745-7591

Email: so@frcounty.org



<u>Equipment requested</u>	<u>Quantity</u>	<u>Unit price</u>	<u>Total Price</u>
Patrol rifle	2	2,390.50	4,781.00
Patrol handgun	2	1,031.82	2,063.64
Training handgun	1	626.36	626.36
Replacement parts & wear items	14	1,684.18	1,684.18
Taser 7	2	6,202.00	6,202.00
			\$15,357.18



PUBLIC SAFETY SALES
72 PEASE BOULEVARD
NEWINGTON, NH 03801
TEL: 603-610-3000
FAX: 603-610-3003

Bill To Name FALL RIVER COUNTY SHERIFF
Bill To 906 N River St
Hot Springs, SD 57747
US
Contact Name Isnalawica Belt
Phone (605) 745-4444
Fax (605) 745-7591
Email deputy.belt@frcounty.org

Created Date 5/22/2024
Expiration Date 8/13/2024
Quote Name 2024-DHEBERT-57747-00017234

Quote Lines

Quantity	Product #	Product Description	Agency Price	Total Price
✓ 2.00	1301575-00-R	SPRING, TRIGGER BAR - NO FINISH	USD 5.25	USD 10.50
✓ 2.00	1301618-R	ASSY, STRIKER GROUP- CORROSION RESISTANT	USD 51.00	USD 102.00
✓ 4.00	GRIP-MODX-F-943-LG-BLK	GRIP MODULE ASSY, P320 X-SERIES, 9/40/357, FULL, LARGE, BLK	USD 65.50	USD 262.00
✓ 4.00	GRIP-MODX-F-943-SM-BLK	GRIP MODULE ASSY, P320 X-SERIES, 9/40/357, FULL, SMALL, BLK	USD 65.50	USD 262.00
✓ 2.00	RSA-320F-9	RECOIL SPRING ASSEMBLY, P320, 9MM, FULL SIZE	USD 36.00	USD 72.00
✓ 2.00	SLX556C	SUPPRESSOR, SLXC, 5.56MM, INC, DIRECT THREAD, COMPACT	USD 945.00	USD 1,890.00
✓ 2.00	SOR44101	ROMEO4T-PRO RED DOT SIGHT, BALLISTIC CIRCLE DOT, 0.5 MOA ADJ, CR2032, HEX BOLT MOUNT, SPACER, BLACK	USD 431.99	USD 863.98
✓ 16.00	7402586-R	LENS PEN, ROMEO	USD 10.99	USD 175.84
✓ 16.00	7402571-R	FIX-IT-STICKS TOOL, ROMEO	USD 49.99	USD 799.84
✓ 1.00	W320CA-9-UTM-BLUE-RX	P320 9MM, NLTA, MMR, 3.9IN, X-SERIES, BLUE, STRIKER, BXR3, BLUE MOD POLY GRIP, (2) 17RD STEEL MAG, RAIL	USD 626.36	USD 626.36
✓ 2.00	W320F-9-BXR3-PRO-RX2	P320, 9MM, 4.7, PRO, BLK, STRIKER, X-RAY 3 SUPP SIGHTS, MOD POLY X GRIP, (3) 17RD STEEL MAG, ROMEO2, RAIL	USD 1,031.82	USD 4,127.28
✓ 2.00	WRM400-556N-11B-PRO-SBR	SIGM400, 5.56 NATO, SBR, 11.5IN, PRO, BLK, SEMI, FOLD SIGHTS, TELE STOCK, AL MLOK HG, (1) 30RD MAG	USD 1,013.51	USD 2,027.02

The prices herein quoted include applicable sales and federal firearms and ammunition excise taxes (if applicable), and are exclusive of any other applicable taxes (including without limitation value added, import, or export taxes) of any nature imposed in connection with the sale or purchase of the goods. All such taxes shall be paid by customer. All amounts are subject to change in accordance with current state and local tax law and the time of purchase.

Subtotal	USD 11,218.82
Total Trade In Value	USD 0.00
Estimated Tax Amount	USD 0.00
Quote Total	USD 11,218.82



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-582856-45442.727RP
Issued: 05/02/2024
Quote Expiration: 06/28/2024
Estimated Contract Start Date: 11/01/2024
Account Number: 505454
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Fall River County Sheriff's Office 906 N RIVER ST HOT SPRINGS, SD 57747-1309 USA	Fall River County Sheriff's Office - SD 906 N RIVER ST HOT SPRINGS SD 57747-1309 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Riley Pladson Phone: Email: rpladson@axon.com Fax:	Lyle Norton Phone: (605) 745-4444 Email: sheriff.norton@frcounty.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$6,202.00
ESTIMATED TOTAL W/ TAX	\$6,202.00

Discount Summary

Average Savings Per Year	\$593.76
TOTAL SAVINGS	\$2,968.80

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	\$6,202.00	\$0.00	\$6,202.00
Total	\$6,202.00	\$0.00	\$6,202.00

Quote Unbundled Price: \$9,170.50
 Quote List Price: \$6,202.00
 Quote Subtotal: \$6,202.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
17Basic	TASER 7 Basic Bundle	2	60	\$73.74	\$49.00	\$49.00	\$5,880.00	\$0.00	\$5,880.00
A la Carte Hardware									
22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	4			\$40.25	\$40.25	\$161.00	\$0.00	\$161.00
22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	4			\$40.25	\$40.25	\$161.00	\$0.00	\$161.00
Total							\$6,202.00	\$0.00	\$6,202.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 7 Basic Bundle	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	2	1	10/01/2024
TASER 7 Basic Bundle	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	10/01/2024
TASER 7 Basic Bundle	20160	AXON TASER 7 - HOLSTER - SAFARILAND RH+CARD CARRIER	2	1	10/01/2024
TASER 7 Basic Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/01/2024
TASER 7 Basic Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/01/2024
TASER 7 Basic Bundle	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	10/01/2024
TASER 7 Basic Bundle	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	10/01/2024
TASER 7 Basic Bundle	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 7.5 IN	1	1	10/01/2024
A la Carte	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	4	1	10/01/2024
A la Carte	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	4	1	10/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Basic Bundle	20248	AXON TASER - EVIDENCE.COM LICENSE	2	11/01/2024	10/31/2029
TASER 7 Basic Bundle	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/01/2024	10/31/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Basic Bundle	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	2	10/01/2025	10/31/2029
TASER 7 Basic Bundle	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	2	10/01/2025	10/31/2029
TASER 7 Basic Bundle	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	10/01/2025	10/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	906 N RIVER ST	HOT SPRINGS	SD	57747-1309	USA

Payment Details

Oct 2024					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Upfront Payment	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	4	\$161.00	\$161.00
Upfront Payment	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	4	\$161.00	\$161.00
Upfront Payment	T7Basic	TASER 7 Basic Bundle	2	\$5,880.00	\$5,880.00
Total				\$6,202.00	\$6,202.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

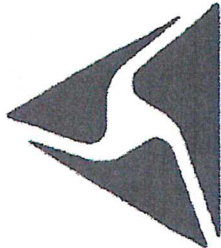
Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

5/30/2024





Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-549042-45446.912RP

ISSUED: 06/06/2024

Quote Expiration: 06/28/2024

Estimated Contract Start Date: 11/01/2024

Account Number: 505454

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Fall River County Sheriff's Office 906 N RIVER ST HOT SPRINGS, SD 57747-1309 USA	Fall River County Sheriff's Office - SD 906 N RIVER ST HOT SPRINGS SD 57747-1309 USA Email:	Riley Pladson Phone: Email: rpladson@axon.com Fax:	Isralavica Belt Phone: (605) 745-4444 Email: deputy.belt@frcounty.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$37,295.37
ESTIMATED TOTAL W/ TAX	\$37,295.37

Discount Summary

Average Savings Per Year	\$3,032.05
TOTAL SAVINGS	\$15,160.23

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	\$6,099.21	\$0.00	\$6,099.21
Oct 2025	\$7,799.04	\$0.00	\$7,799.04
Oct 2026	\$7,799.04	\$0.00	\$7,799.04
Oct 2027	\$7,799.04	\$0.00	\$7,799.04
Oct 2028	\$7,799.04	\$0.00	\$7,799.04
Total	\$37,295.37	\$0.00	\$37,295.37

Quote Unbundled Price: \$52,455.60
 Quote List Price: \$41,497.20
 Quote Subtotal: \$37,295.37

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100563	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$1,771.43)	(\$1,771.43)	\$0.00	(\$1,771.43)
100562	TRANSFER CREDIT - GOODS	1			\$1.00	\$71.60	\$71.60	\$0.00	\$71.60
C00010	BUNDLE - TASER 10 CERTIFICATION	8	60	\$104.07	\$81.24	\$81.24	\$38,995.20	\$0.00	\$38,995.20
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$37,295.37	\$0.00	\$37,295.37

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	8	2	1001/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	8	1	1001/2024
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	1001/2024
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	1001/2024
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	8	1	1001/2024
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	160	1	1001/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	50	1	1001/2024
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	80	1	1001/2024
BUNDLE - TASER 10 CERTIFICATION	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	8	1	1001/2024
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	1001/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	8	1	1001/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	1001/2024
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	1001/2024
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	1001/2024
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	1001/2024
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	1001/2024
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	1001/2024
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	30	1	1001/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	70	1	1001/2025
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	20	1	1001/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	60	1	1001/2026
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	30	1	1001/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	70	1	1001/2027
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	20	1	1001/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	60	1	1001/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	8	11/01/2024	1001/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	8	11/01/2024	1001/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/01/2024	1001/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	8
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	8	10/01/2025	10/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	8	10/01/2025	10/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	2	10/01/2025	10/31/2029
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	10/01/2025	10/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	906 N RIVER ST	HOT SPRINGS	SD	5747-1309	USA
2	906 N RIVER ST	HOT SPRINGS	SD	5747-1309	USA

Payment Details

Oct 2024					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	8	\$7,799.04	\$0.00
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	\$71.60	\$0.00
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$1,771.43)	\$0.00
Total				\$6,099.21	\$0.00

Nov 2024					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
PSO	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00
Total				\$0.00	\$0.00

Oct 2025					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	8	\$7,799.04	\$0.00
Total				\$7,799.04	\$0.00

Oct 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	8	\$7,799.04	\$0.00
Total				\$7,799.04	\$0.00

Oct 2027					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	8	\$7,799.04	\$0.00
Total				\$7,799.04	\$0.00

Oct 2028					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	8	\$7,799.04	\$0.00
Total				\$7,799.04	\$0.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s): 42877

Q-304343

Agency is terminating those contracts effective 11/1/2024 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer credit \$1,699.84

Signature

Date Signed

6/3/2024





*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: June 20, 2024

Subj: Commission Update

1. Fall River Hazard Mitigation Plan: The project application has been approved by the SD Hazard Mitigation Team and has been forwarded to FEMA for review and funding approval.
2. Angustura Dam: The internal alert for Angustura was cancelled on June 13th, 2024. The elevation was 3185.5 with inflows at approximately 20 cfs.
3. DR4155 Winter Storm Atlas: The SD Office of Emergency Management is closing out the declared disaster, and realized Fall River County is due a payment dating back to 3/4/2014 of \$6,813.82. A check from the State will be forthcoming.
4. HMP, LEOP and HAZ MAT Plan Update: Per the LEMPG, Emergency Management is required to brief the governing body on the status of the county plans.
5. Fires & Incidents:
 - a. 6/12/2024: Vehicle Accident, W Ardmore Rd and Duck Creek Rd: Edgemont Ambulance and Fall River Sheriff.
 - b. 6/13/2024:: Sig. 1, Maverick Jct: Hot Springs Fire Dept., Fall River Sheriff, SD Highway Patrol and Hot Springs Ambulance.
 - c. 6/13/2024: Grass Fire: 11799 Indian Canyon Rd: Edgemont Fire Dept., Hot Springs Fire Dept., and SD WFS.
 - d. 6/13/2024: Grass Fire: 2 miles west of Oelrichs: Oelrichs Fire Dept.
 - e. 6/14/2024: Vehicle Accident: Hwy 18 Bypass: Hot Springs Fire Dept, Hot Springs Police, and Hot Springs Ambulance.
 - f. 6/15/2024: Grass Fire: Hwy 18, mm 3: Edgemont Fire.
 - g. 6/15/2024: Forest/grass fire: 12676 Hot Brook Canyon Rd.: Hot Springs Fire, SD WFS, Hot Springs Police and Fall River Sheriff.
 - h. 6/16/2024: Power Pole/Tree Issue: 2210 Wilson: Hot Springs Fire, Hot Springs Police and Black Hills Energy.

*Franklin W. Maynard, CEM, CFM
Emergency Manager*

*Fall River County
906 N. River Street
Hot Springs, SD 57747*

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

On this date June 10, 2024, the Applicant hereby applies to the Fall River County Highway Department for permission to construct an approach road connection to the West side of (road name) W G Flat Loop (road #) _____ approximately at Oral Loop. The road approach will serve a residence and will be (residence, church, business, etc.) constructed between June 25th and July 10th at applicant's expense. (beginning date) (completion date)

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

Name: Mark Harned Address: 14426 Oral Loop

Phone #: 618-676-7643
618-508-3633

Signed: Mark Harned
(Property Owner)

TO BE COMPLETED BY FALL RIVER COUNTY HIGHWAY DEPARTMENT

Permit #: 6-13-24
MO/DY/YR

PRELIMINARY INSPECTION: Date 6-13-24 By: Brett Blasing

Culvert Diameter NONE Culvert Length NONE

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.

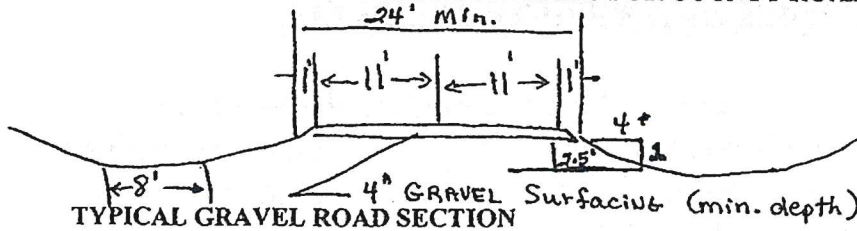
Remarks: Have to fill approach with gravel to road shoulder water drains both ways
16' approach

PERMIT: ✓ APPROVED _____ DENIED _____

Brett Blasing
Superintendent/Foreman

Date: 6-13-24

FALL RIVER COUNTY HIGHWAY DEPARTMENT SPECIFICATIONS FOR COUNTY ROADS AND APPROACHES

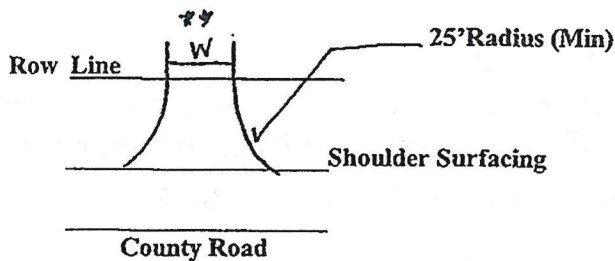


* Maximum slope is 4 to 1 (current Standard of the South Dakota DOT Steeper slopes are subject to the Approval of Fall River County

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'

TYPICAL APPROACH DETAIL

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

APPROVED By:

(Chairman) FALL RIVER COUNTY COMMISSIONERS

DATE

RECOMMENDED BY:

Burt Blasing
FALL RIVER COUNTY HIGHWAY SUPERINTENDENT

6-13-24

DATE

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

On this date 6/17/24, the Applicant hereby applies to the Fall River County Highway Department for permission to construct an approach road connection to the EAST side of (road name) OLD Hwy 79 (road #) 79 approximately at Parcel # 30000-00907-302-00.

The road approach will serve a RESIDENCE and will be (residence, church, business, etc.)

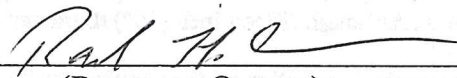
constructed between 6/17/24 and 8/17/24 at (beginning date) (completion date)

applicant's expense.

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

Name: RONALD M. OWENS Address: 7355 W 131ST S. Sapara DK 74066

Phone #: 360-513-6238

Signed: 
(Property Owner)

TO BE COMPLETED BY FALL RIVER COUNTY HIGHWAY DEPARTMENT

Permit #: 6-17-24 #2
MO/DY/YR

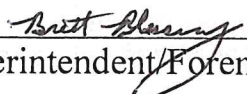
PRELIMINARY INSPECTION: Date 6-17-24 By: Brett Blasing

Culvert Diameter none Culvert Length none

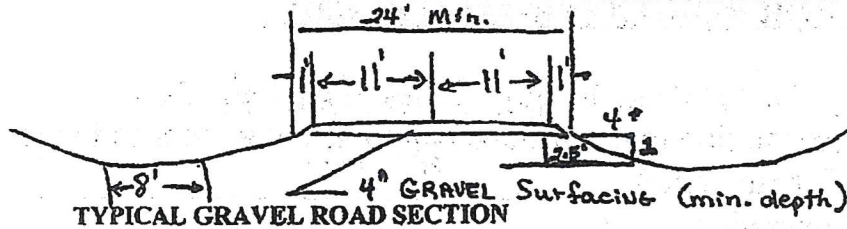
The crown of the presently traveled surface, including shoulder, to be continued at a distance of 20 feet from the nearest edge of the traveled surface of the road-shoulder facing the property.

Remarks: water drains to the east may need culvert in future owner understand's

PERMIT: ☒ APPROVED ☐ DENIED

 Date: 6-17-24
Superintendent/Foreman

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

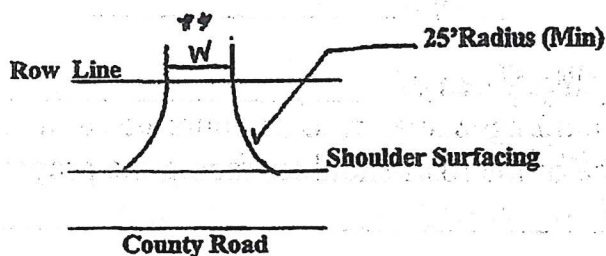


* Maximum slope is 4 to 1 (current Standard of the South Dakota DOT Steeper slopes are subject to the Approval of Fall River County

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

The following are standards which shall be met:

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



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

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

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

RECOMMENDED BY: Bret Branson 6-17-24
FALL RIVER COUNTY HIGHWAY SUPERINTENDENT DATE

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

On this date 6/17/24, the Applicant hereby applies to the Fall River County Highway Department for permission to construct an approach road connection to the EAST side of (road name) OLD HWY 79 (road #) 79 approximately at Parcel # 3000-00907-913.00 * see below
The road approach will serve a RESIDENCE and will be (residence, church, business, etc.)
constructed between 6/17/24 and 8/17/24 at (beginning date) (completion date)

applicant's expense.

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

Name: RONALD M. DWENS Address: 7355 W 131st ST. S. SAUVIE DR. 74066

Phone #: 360-513-6238

Signed: [Signature]
(Property Owner)

TO BE COMPLETED BY FALL RIVER COUNTY HIGHWAY DEPARTMENT

Permit #: 6-17-24 # 7
MO/DY/YR

PRELIMINARY INSPECTION: Date 6-17-24 By: [Signature]

Culvert Diameter none Culvert Length none

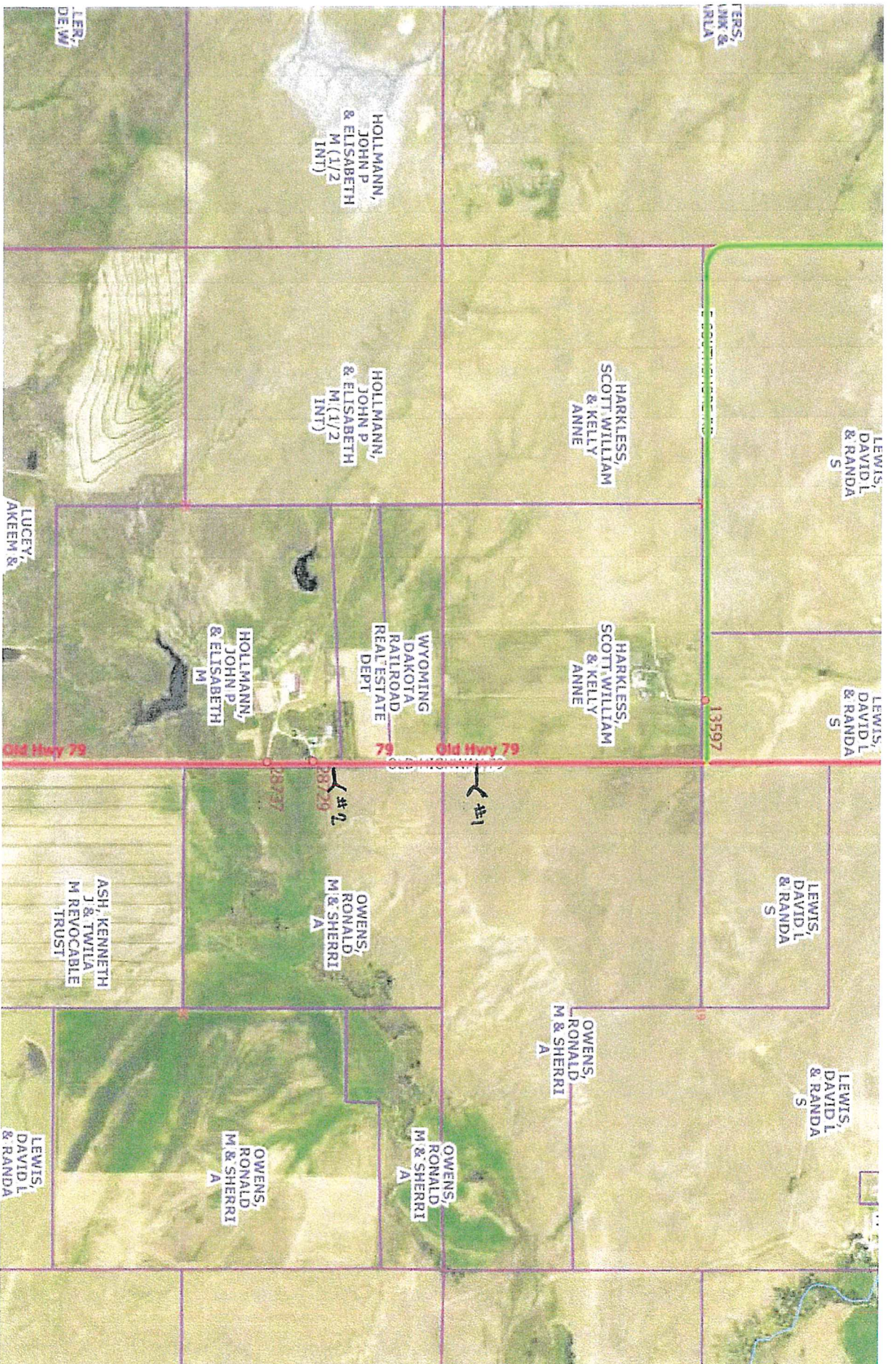
The crown of the presently traveled surface, including shoulder, to be continued at a distance of 20 feet from the nearest edge of the traveled surface of the road-shoulder facing the property.

Remarks: drain's both ways no culvert needed

PERMIT: ✓ APPROVED DENIED

[Signature] Date: 6-17-24
Superintendent/Foreman

correct's legal Desc
30000-00907-19300
86



Cat 150 AWD quote

1 message

Phil Melmer <PhilMelmer@butlermachinery.com>

Fri, May 24, 2024 at 10:59 AM

To: CRISSY STOVER <HWY@frcounty.org>

Brett; Anna,

Find the quote for a new Cat 150 AWD. This is setup similar to the last 150 motor grader you got. This has the Base +5 hydraulics meaning we have 2 hydraulic functions to the front of the machine(1 for lift group/1 for Capital I attachment). We have figured in the price to swap the ripper, blade extension, and front lift group from your trade to the new machine. I've also included a 9 year warranty with 9 years of warranty mileage. It'd be about \$20K less to go with the 7 year warranty.

Give me a shout with any questions.

Thanks, Phil

Phil Melmer | Butler Machinery Company | Customer Account Manager - Construction

3601 Deadwood Ave N | Rapid City, SD 57702 | P 605-399-4023 | C 605-209-4671

Our Mission | To build long-term relationships, founded on trust, creating mutual growth and success.

Butler Values | Our Team • Customer Driven • Integrity • Accountability • Excellence • Safety



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**SA292203R2S1.pdf**

30K



SALES AGREEMENT

DATE Feb 14, 2024

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

PURCHASER		FALL RIVER COUNTY	
STREET ADDRESS		PO BOX 939	
CITY/STATE		HOT SPRINGS, SD	
POSTAL CODE		57747-1398	
PHONE NO.		605-745-5130	
CUSTOMER CONTACT:		EQUIPMENT RANDY SEILER - PHONE NO. 605-745-5137	
PRODUCT SUPPORT		RANDY SEILER - PHONE NO. 605-745-5137	
INDUSTRY CODE:		GOVT. - COUNTY (940)	
PRINCIPAL WORK CODE			
CUSTOMER NUMBER		C28613	
Sales Tax Exemption # (if applicable)		466000197	
CUSTOMER PO NUMBER			
PAYMENT TERMS:		(All terms and payments are subject to Finance Company - OAC approval)	
NET PAYMENT ON INVOICE		<input type="checkbox"/> CASH <input type="checkbox"/> FINANCIAL SERVICES <input type="checkbox"/> CONTRACT <input type="checkbox"/> LEASE	
CASH WITH ORDER		BALANCE TO FINANCE	
CONTRACT INTEREST RATE		0	
PAYMENT PERIOD		PAYMENT AMOUNT 0.00	
NUMBER OF PAYMENTS		OPTIONAL BUY-OUT \$0.00	
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR		MODEL: 150JOY-BR	
YEAR: 2024		STOCK NUMBER: TBA	
SERIAL NUMBER: TBA		APPROX HOURS: TBA	
NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>			
150 15A AWD MOTOR GRADER		PRODUCT LINK, CELLULAR PLE742	
GLOBAL ARRANGEMENT, LOW AMBIENT		JOYSTICK CONTROLS, BASIC	
MOLDBOARD, 14' PLUS		FAN, STANDARD, AWD	
COLD WEATHER PLUS PACKAGE AWD		ARTICULATION GUARD	
LINES, STANDARD W/O ACCUMULATOR		COOLANT, 60/40, -51C (-60F)	
PRECLEANER, SY-KLONE		FUEL ANTIFREEZE, -25C (-13F)	
DRAIN, GRAVITY, ENGINE OIL		MOUNT, SNOW WING, FRAME RDY LED	
STARTER, ELEC, EXTREME DUTY		LIGHTS, WORKING, PLUS, LED	
LIGHTS, ARM, FOLD DOWN		LIGHTS, LED STROBE BEACON	
LIGHTS, ROADING, LED		LIGHTS, SERVICE, INTERNAL	
CAB, PLUS (STANDARD GLASS)		SNOW ARRANGEMENT	
CAB, PLUS (INTERIOR)		HEADLIGHTS, FRONT, HIGH, LED	
CAMERA, REAR VISION			
MIRRORS, OUTSIDE HEATED 24V			
GUARD, TRANSMISSION			
FENDERS, FRONT, AWD			
FENDERS, REAR			
HEATER, ENGINE COOLANT, 120V			
CIRCLE SAVER			
LIFT GROUP, FRONT MOUNTING			
LINES, RIPPER, ADDITIONAL			
BASE + 5 (WM, WT, DAL, FL, RIP)			
TIRES, 17.5R25 MX XSNO+ * G2 MP			
Service Mileage - 9 years			
TRADE-IN EQUIPMENT			
MODEL: 140M - CATERPILLAR(AA)		YEAR: 2016	
SN: 0N9J00365		Expected SMU: 7503	
VALUE: \$155,000		PAYOUT TO: AMOUNT: PAID BY:	
MODEL: YEAR: SN: Expected SMU:			
VALUE: PAYOUT TO: AMOUNT: PAID BY:			
MODEL: YEAR: SN: Expected SMU:			
VALUE: PAYOUT TO: AMOUNT: PAID BY:			
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY PURCHASER AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			
SELL PRICE		\$448,117.39	
EXT WARRANTY		Included	
CSA		Included	
LESS TRADE ALLOWANCE		(\$155,000.00)	
NET TRADE DIFFERENCE		\$293,117.39	
BALANCE DUE		\$293,117.39	
DISCLAIMER OF WARRANTIES			
PURCHASER ACKNOWLEDGES THAT (A) SELLER IS NOT THE MANUFACTURER OF THE EQUIPMENT; (B) IF THE EQUIPMENT INCLUDES A MANUFACTURER'S WARRANTY, THE TERMS OF SUCH MANUFACTURER'S WARRANTY WILL BE SUBJECT TO ALL CONDITIONS AND EXCLUSIONS SET FORTH THEREIN.			
UNLESS EXPRESSLY SET FORTH BELOW OR IN A SEPARATE WRITTEN AGREEMENT EXECUTED BY SELLER, PURCHASER AGREES AND ACKNOWLEDGES THAT SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE EQUIPMENT DESCRIBED IN THIS SALES AGREEMENT.			
<input checked="" type="checkbox"/> MANUFACTURER'S WARRANTY		<input type="checkbox"/> USED EQUIPMENT	
INITIAL		INITIAL	
Purchaser acknowledges that it has received a copy of the Manufacturer's Warranty and has read and understands said warranty.			
12 Months Standard Warranty including 12 Months Mileage.			
150-108 MO/9000 HR PREMIER			
CSA: NEW Cat Customer Value Agreement - National Offer 3 Years 3,000 Hours SOS and Filters			
NOTES: Caterpillar Sourcewell Contract #011723-CAT / Fall River County Sourcewell Account # 3470			

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

Accepted by BUTLER MACHINERY COMPANY / NCRL LLC at Fargo, ND		PURCHASER	
BY	DATE	APPROVED AND ACCEPTED ON	
	Authorized Signature	FALL RIVER COUNTY	PURCHASER
TITLE		BY	SIGNATURE
SALESMAN	Meimer, Phil	TITLE	BUYER
BUTLER MACHINERY COMPANY / NCRL LLC			

HOT SPRINGS, SOUTH DAKOTA 57747
FALL RIVER COUNTY, SOUTH DAKOTA

Name of Claimant: Fall River County Highway Department
P.O. Box 939
Hot Springs, S.D. 57747

Date: 06/11/2024
SHERIFF'S DEPARTMENT:
FROM DATE: 06/01/2024
THROUGH DATE: 06/30/2024
JAIL PARKING LOT (TREE REMOVAL/CULVERT) 6/10/2024
LABOR COST- \$1021.56
EQUIPMENT COST- \$603.00
MATERIAL COST- \$1702.80
TOTAL: \$3327.36

FROMDATE : 06/10/2024

FALL RIVER COUNTY HIGHWAY DEPT

CREATE DATE: 06/11/2024

TODATE : 06/10/2024

LABOR JOURNAL FOR PROJECTS

PAGE: 1 OF 1

EMPLOYEE	DTE	TRACER	CODE	INVTN	HOURS	RATE	AMOUNT	FND	OBJ	AUD	FUNCTION	PROJECT
AMTHOR ,CORY	06/10/2024	L20241620101	27C28		4.00	21.75	87	311	116	411	Repair/Repl culvrt	CH JAIL PARKING LOT
	06/10/2024	L20241620102	27C28		4.75	21.75	103.3125	311	116	411	Trees/shrbs remv/plt	CH JAIL PARKING LOT
			TOTALS ==>		8.75		190.31					
BLESSING ,BRETT F.	06/10/2024	L20241620103	27C13		4.00	27.00	108	311	116	411	Repair/Repl culvrt	CH JAIL PARKING LOT
	06/10/2024	L20241620104	27C13		4.75	27.00	128.25	311	116	411	Trees/shrbs remv/plt	CH JAIL PARKING LOT
			TOTALS ==>		8.75		236.25					
COSTA ,SAMUEL	06/10/2024	L20241620109	27C26		4.00	23.00	92	311	116	411	Repair/Repl culvrt	CH JAIL PARKING LOT
	06/10/2024	L20241620110	27C26		4.75	23.00	109.25	311	116	411	Trees/shrbs remv/plt	CH JAIL PARKING LOT
			TOTALS ==>		8.75		201.25					
HARRIS ,BRUCE	06/10/2024	L20241620111	27C29		4.75	22.00	104.5	311	116	411	Trees/shrbs remv/plt	CH JAIL PARKING LOT
	06/10/2024	L20241620112	27C29		4.00	22.00	88	311	116	411	Repair/Repl culvrt	CH JAIL PARKING LOT
			TOTALS ==>		8.75		192.50					
MILES ,JAY	06/10/2024	L20241620113	27C25		4.00	23.00	92	311	116	411	Repair/Repl culvrt	CH JAIL PARKING LOT
	06/10/2024	L20241620114	27C25		4.75	23.00	109.25	311	116	411	Trees/shrbs remv/plt	CH JAIL PARKING LOT
			TOTALS ==>		8.75		201.25					
			GRAND TOTALS ==>		43.75		1,021.56					

FROMDATE : 06/10/2024

FALL RIVER COUNTY HIGHWAY DEPT

CREATE DATE: 06/11/2024

TODATE : 06/10/2024

EQUIPMENT JOURNAL BY OBJECT

PAGE: 1 OF 1

OBJECT CODES	DTE	TRACER	CODE	INVTN	HOURS	RATE	AMOUNT	FND	OBJ	AUD	FUNCTION	PROJECT
0319 Equipment rental PU	06/10/2024	C20241620108	0319		1.00	25.00	25	702	611	424	Repair/Repl culvrt	CH JAIL PARKING LOT
			TOTALS	====>	1.00		25.00					
0320 Equipment rental PU	06/10/2024	C20241620114	0320		0.50	25.00	12.5	702	611	424	Move Equipment	CH JAIL PARKING LOT
			TOTALS	====>	0.50		12.50					
0321 Equipment rental PU	06/10/2024	C20241620101	0321		0.50	25.00	12.5	702	611	424	Repair/Repl culvrt	CH JAIL PARKING LOT
			TOTALS	====>	0.50		12.50					
0513 TRUCK RENTAL RATE	06/10/2024	C20241620111	0513		3.00	65.00	195	702	612	424	Trees/shrbs remv/plt	CH JAIL PARKING LOT
			TOTALS	====>	3.00		195.00					
1601 TRACTOR RENTAL RATE	06/10/2024	C20241620113	1601		4.75	30.00	142.5	702	613	424	Trees/shrbs remv/plt	CH JAIL PARKING LOT
			TOTALS	====>	4.75		142.50					
2116 All Other Co Equip	06/10/2024	C20241620112	2116		1.00	9.00	9	702	621	424	Trees/shrbs remv/plt	CH JAIL PARKING LOT
			TOTALS	====>	1.00		9.00					
2119 All Other Co Equip	06/10/2024	C20241620110	2119		1.00	9.00	9	702	621	424	Trees/shrbs remv/plt	CH JAIL PARKING LOT
			TOTALS	====>	1.00		9.00					
2502 LOADER RENTAL RATE	06/10/2024	C20241620102	2502		2.50	75.00	187.5	702	614	424	Trees/shrbs remv/plt	CH JAIL PARKING LOT
			TOTALS	====>	2.50		187.50					
3514 TRAILER RENTAL RATE	06/10/2024	C20241620109	3514		1.00	10.00	10	702	618	424	Repair/Repl culvrt	CH JAIL PARKING LOT
			TOTALS	====>	1.00		10.00					
			GRAND TOTALS	====>	15.25		603.00					

FROMDATE : 06/10/2024
TODATE : 06/10/2024

FALL RIVER COUNTY HIGHWAY DEPT
MATERIAL JOURNAL BY OBJECT

CREATE DATE: 06/11/2024
PAGE: 1 OF 1

OBJECT CODES	DTE	TRACER	CODE	INVTN	HOURS	RATE	AMOUNT	FND	OBJ	AUD	FUNCTION	PROJECT
381 Culverts	06/10/2024	M20241620101		15" PIPE	80.00	19.80	1584	701	381	426	Culverts	CH JAIL PARKING LOT
	06/10/2024	M20241620102		15" BAND	3.00	39.60	118.8	701	381	426	Culverts	CH JAIL PARKING LOT
TOTALS ==>>					83.00		1,702.80					
GRAND TOTALS ==>>					83.00		1,702.80					

* 80 ft - 15" culvert pipe
* 3 - 15" culvert bands

Primary Election - June 4, 2024

Fall River County

Precinct Name	County Commissioner At Large - RECOUNT						
	Republican						
	John Staben	Jeannine M Lecy	Trudy Valenzuela	Les Cope	Joe Allen	Heath Greenough	Sandra Wahlert
BEA	45	17	8	44	46	38	37
CAS	26	23	11	17	32	12	35
EDA	89	34	12	133	82	77	67
HS 1	62	49	29	46	72	53	72
HS 2	58	46	30	55	76	46	68
HS 3	53	30	17	52	59	45	53
HS 4	58	36	19	54	60	42	48
JAC	155	111	63	161	186	135	164
Oelrichs Area	40	14	7	82	28	84	43
Total	586	360	196	644	641	532	587

Recount

Primary Election - June 4, 2024
Fall River County

Precinct Name	County Commissioner At Large						
	Republican						
	John Staben	Jeannine M Lecy	Trudy Valenzuela	Les Cope	Joe Allen	Heath Greenough	Sandra Wahlert
BEA	45	17	8	43	46	38	37
CAS	26	23	11	17	32	12	35
EDA	89	35	13	132	81	77	68
HS 1	62	49	29	46	72	53	72
HS 2	58	46	30	55	76	46	68
HS 3	53	30	17	52	59	45	53
HS 4	58	37	19	54	60	42	48
JAC	157	112	63	162	187	137	164
Oelrichs Area	40	14	7	82	28	84	44
Total	588	363	197	643	641	534	589

Election Night