



#22) Schwab Treasury 2 Yr:	\$	999,032.81
#23) Schwab Treasury 2 Yr:	\$	-
#24) Schwab Treasury 2 Yr:	\$	2,128,835.94
#25) Schwab Treasury 3 Yr:	\$	1,954,062.50
#26) Schwab Treasury 4 Yr:	\$	1,039,644.38
#27) Schwab Treasury 2 Yr:	\$	992,003.91

**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
Akeem, Stephani	\$	109.33

**TOTAL \$ 13,624,099.45**

Dated This 31st Day of May 2024.

/S/ Sue Ganje

Sue Ganje, County Auditor of  
of Fall River County

/S/ Teresa Pullen

Teresa Pullen, County  
Treasurer  
of Fall River County

County Monies	\$	11,988,246.63
Held for other Entities	\$	1,411,111.71
Held in Trust	\$	224,741.11
<b>TOTAL</b>	<b>\$</b>	<b>13,624,099.45</b>

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

Motion made by Russell, seconded by Allen, to appoint Deputy Sheriff Riley Christie and Officer Thomas McMillan from the HSPD as Deputy Coroners.

Motion made by Russell, seconded by Allen, to approve longevity pay increase for Brett Blessing, Highway Foreman, from \$75.00/month to \$100.00/month per Union Contract, effective 06/14/2024.

Motion made by Cope, seconded by Russell, to approve the pay increase for Cindy Burns, Auditor's Office Administrative Assistant, from \$15.50/hr to \$16.25/hr as per Union Contract, effective 07/05/2024.

Motion made by Allen, seconded by Russell, to approve COP 2024-2 for burial assistance in the amount of \$2,150.00 payable to Chamberlain/McColley's Funeral Home.

Lyle Norton, Sheriff, met with the Board. He updated the Board regarding the status of the jail meals. He reported that, with the new company (HSCG), the cost was going from \$6.84/meal to \$8.00/meal. Norton also provided the jail census. There are 17 males and 6 females, noting that 1 male was in Pennington County for a total of 24 inmates.

Frank Maynard, Emergency Manager, met with the Board to state that he was notified by the Corp of Engineers that they would be doing a draw down exercise for Cold Brook Reservoir where they will be releasing water for a period of time. He also informed the Board that there are 2 single engine air tanker seat planes staged outside of the Black Hills National Forest boundaries and Wildland Fire can be called in for fires. Maynard and Gary Baker, Assistant Emergency Manager, will be attending the 2024 Sturgis Rally meeting for preparedness. He is waiting to hear from FEMA regarding the Fall River/Oglala Sioux Tribe mitigation plan, stating that there is not a date or amount for reimbursement set yet. Lastly, he reported on drought conditions in Fall River County noting that we are trending to be abnormally dry moving forward. Commissioner Chairman Falkenburg asked that Maynard would prepare a drought resolution for the future.

Brett Blessing, Highway Foreman and acting Superintendent, met with the Board. He reported that, the grinding is finished on Old Hwy 79, however, there was some damage done by someone that the grinding company tried to smooth out. He also suggested that some Mag Water be applied to part of it. He informed them that there are roads that are designated as No Maintenance that have inhabited houses on them. Falkenburg asked that the Highway department ask individuals to come to the Board with their concerns.

Motion made by Allen, seconded by Russell, to apply Mag Water on the last 3/10ths of a mile of Old Hwy 79 in the area adjoining Hwy 18.

Motion made by Cope, seconded by Allen, to approve the permit to occupy County Highway Right-of-Way from Golden West Telecommunications from the intersection of Hwy 18 and Angostura Road to the intersection of Angostura Road and Bunny Drive.

Motion made by Russell, seconded by Allen, to approve the permit to occupy County Highway Right-of-Way from Golden West Telecommunications from the intersection of N Angostura Rd and Horse Camp Road to the intersection of N Angostura Road and Recreation Road.

Motion made by Russell, seconded by Allen, to approve the permit to occupy County Highway Right-of-Way from Black Hills Energy from west of driveway for 12795 Hot Brook Canyon Road that is marked with a stake wrapped with orange ribbon.

Sandy Swenson, Spring Senior Center, met with the Board to present the 2025 Budget request in the amount of \$5,000.00 (the same amount as last year) for the Board's consideration.

Jennifer Gray, Aspire, met with the Board via telephone to present a new 2025 Budget request. She noted that Aspire is asking for \$60.00 per month throughout the next fiscal year to support the individual from Fall River County that is utilizing services in a State Developmental Residential facility.

Andrea Powers, SHEDCO, met with the Board to present the 2025 Budget request in the amount of \$15,000.00 (an increase of \$5,000.00 over last year's amount) for the Board's consideration.

Kehala Two Bulls, Seventh Circuit CASA, met with the Board to present the 2025 Budget request in the amount of \$2,250 (the same amount as last year) for the Board's consideration.

Kelsey Trotter, Edgemont YMCA, met with the Board to present the 2025 Budget request in the amount of \$5,000.00 (an increase of \$2,000.00 over last year's amount) for the Board's consideration.

Barb Cline, Prairie Hills Transit, met with the Board via telephone to present the 2025 Budget request in the amount of \$25,000.00 (an increase of \$12,000.00 over last year's amount) for the Board's consideration.

Gail Bethel, Edgemont Public Library, met with the Board to present the 2025 Budget request in the amount of \$6,000.00 (an increase of \$2,000.00 over last year's amount) for the Board's consideration.

Uriah Luallin, Fall River County Museum, met with the Board to present the 2025 Budget request in the amount of \$6,000.00 (the same amount as last year) for the Board's consideration.

Mary Terrones, Hot Springs Public Library, met with the Board to present the 2025 Budget request in the amount of \$25,000.00 (the same amount as last year) for the Board's consideration.

Lisa Sagdalen, Hot Springs Boys and Girls Club, met with the Board to present the 2025 Budget request in the amount of \$10,000.00 (the same amount as last year) for the Boards consideration.

Andersen Engineers met with the Board.

Motion made by Allen, seconded by Russell, to accept Fall River County Resolution #2024-53 as follows:

**FALL RIVER COUNTY RESOLUTION #2024-53**

**A PLAT OF LOT 31 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 2nd day of July, 2024.

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

ATTEST:

/S/ Sue Ganje



Sue Ganje, Auditor

Joe Allen, Commissioner, presented his report regarding the proposed Jail/Justice Center. He reported that the Engineering Company that he had requested do a survey on the property east of the east parking lot will be here on July 18, 2024. The site has had an archeological survey done. He also reported that the County Highway Department had gotten the culvert installed for drainage and that the company doing the work on the highway will begin dumping fill dirt in the area.

Motion made by Russell, seconded by Allen, to pay the bills as follows:

<b>GENERAL FUND</b>		
AMAZON CAPITAL SERVICES	SUPPLY	\$3,114.10
ANGEL ARMOR, LLC	SUPPLY	\$988.00
BH REGIONAL EYE INSTITIUT	INMATE MEDICAL	\$144.20
CAMERON, GEORGE	COURT REPORTER	\$15.70
COLBATH & SPERLICH, PC	CAAF/MAG/JUV	\$3,976.70
CHAMBERLAIN MCCOLLEY'S	COUNTY BURIAL ASSIST	\$2,150.00
DIAMOND AUTOMOTIVE	REPAIR/MAINTENANCE	\$607.28
ENGBRETSON, ROBERT	24 PRIMARY ELECTION	\$30.38
ENGBRETSON, MELODY	24 PRIMARY ELECTION	\$65.50
ERICKSON, MORGAN	TRAVEL REIMBURSEMENT	\$48.00
FARRELL, JANE	24 PRIMARY ELECTION	\$517.50
FOX LAW FIRM, PLLC	MENTALL ILLNESS	\$90.75
GINSBACH, PATRICK M.	24 PRIMARY ELECTION	\$265.50
GOVERNMENT FORMS & SUPPLY	SUPPLY	\$268.00
SILVERNAIL, JULIE	24 PRIMARY ELECTION	\$158.63
HEIDEBRINK, LILY	TRAVEL REIMBURSEMENT	\$48.00
HILLS EDGE AUTO SALES	MAINTENANCE	\$1,176.72
HOT SPRINGS ACE HARDWARE	SUPPLY	\$111.09
CITY OF HOT SPRINGS	HANGER RENT JULY-DEC	\$1,350.00
HUSTEAD LAW OFFICE, P.C.	CAAF	\$1,878.30
JOHNSON, CAROL	COURT REPORTER	\$14.70
KATTERHAGEN, MARK	MENTAL ILLNESS	\$15.00
LARSON, VAL	MENTALL ILLNESS	\$15.00
LEWNO, LUCY	MENTAL ILLNESS	\$72.64
MARTY'S TIRE & AUTO BODY	SERVICE	\$3,130.00
MASSA DENTAL OFFICES PC	INMATE MEDICAL	\$170.00
MAVERICK TIRE & AUTO	REPAIR/MAINTENANCE	\$121.25
MONUMENT HEALTH	INMATE MEDICAL	\$99.30
MOTOROLA SOLUTIONS INC	EQUIPMENT	\$17,624.20
NORTON, TINA	CONTRACT NURSE INMAT	\$1,538.00
O'DAY, VALARIE	COURT REPORTER	\$1,166.20
OTIS ELEVATOR COMPANY	SERVICE CONTRACT	\$483.27
PENNINGTON COUNTY JAIL	INMATE MEDICAL	\$62.22
CITY OF RAPID CITY	BLOOD ANALYSIS	\$360.00
RUSSELL, DEBORAH	24 PRIMARY ELECTION	\$335.14
SCHAEFER, AUSTIN	CAA CONTRACT SERVICE	\$4,379.76

SDPAA	INSURANCE	\$86,878.68
SDAAO	2024 ASSESSOR SCHOOL	\$500.00
SERVALL	RUG SERVICE	\$432.91
SONNY'S SUPER FOODS	SUPPLY	\$46.73
SOUTHERN HILLS LAW PLLC	CAAF	\$3,626.24
STURGIS RESPONDER SUPPLY	SUPPLY	\$29.95
TWO BEAR, LYNN	24 PRIMARY ELECTION	\$65.50
VERIZON WIRELESS	CELL PHONE PLAN	\$874.53
WAXLER, MARY SUE	24 PRIMARY ELECTION	\$200.00
WEICHMANN, CYNTHIA	COURT REPORTER	\$32.85
LAVERN & SONJA WILCOX	CREDITS/OVERPAYMENT	\$56.57
OEHLERKING, KATHRYN	24 PRIMARY ELECTION	\$54.00
HOLLENBECK, MARY	24 PRIMARY ELECTION	\$175.00
CAMPBELL, JENNIFER	24 PRIMARY ELECTION	\$200.00
FLOCK, KATHRYN	24 PRIMARY ELECTION	\$252.00
RHOE, KELLI	24 PRIMARY ELECTION	\$54.00
TONSAGER, GAYLE	24 PRIMARY ELECTION	\$54.00
CRAWFORD, VAL	24 PRIMARY ELECTION	\$79.00
PENCE, DOROTHY J	24 PRIMARY ELECTION	\$54.00
MULLER, KAREN	24 PRIMARY ELECTION	\$72.25
BOWKER, ROBERTA	24 PRIMARY ELECTION	\$200.00
BURROWS, MARY	24 PRIMARY ELECTION	\$79.00
MEADOWS, OWEN	24 PRIMARY ELECTION	\$200.00
STEARNS, FLORA	24 PRIMARY ELECTION	\$72.25
FARRELL, JOYCE	24 PRIMARY ELECTION	\$87.75
VARICK, MARILYN	24 PRIMARY ELECTION	\$72.25
MESSINIO, JOSEPH	24 PRIMARY ELECTION	\$220.25
CORBETT, KATHLEEN	24 PRIMARY ELECTION	\$250.50
INMAN, LAURA	24 PRIMARY ELECTION	\$129.70
THEILMANN, LAURIE	24 PRIMARY ELECTION	\$94.50
ANDERSON, PAM J.	24 PRIMARY ELECTION	\$200.00
BAKER, GARY	24 PRIMARY ELECTION	\$225.00
BATCHELOR, LAURA ANN	24 PRIMARY ELECTION	\$225.00
SPELLANE, CHRISTA	24 PRIMARY ELECTION	\$200.00
BROWN, DEANNE	24 PRIMARY ELECTION	\$175.00
MILES, SASHA	BLOOD DRAW	\$150.00
BILBRUCK, WENDY	24 PRIMARY ELECTION	\$77.63
PORTER, PEGGY J	24 PRIMARY ELECTION	\$175.00
MARTIN, MIRIAM	24 PRIMARY ELECTION	\$300.40
ADELONA, EBUN	24 PRIMARY ELECTION	\$119.50
ENGELBRECHT, BARBARA	24 PRIMARY ELECTION	\$230.10
MCDANIEL, PRISCILLA	24 PRIMARY ELECTION	\$109.38
PENCE, JOHN	24 PRIMARY ELECTION	\$54.00
FOUST, GREGORY	24 PRIMARY ELECTION	\$65.50

BRADLEY-THOMPSON, BO	24 PRIMARY ELECTION	\$229.59
CARR, NANCY	24 PRIMARY ELECTION	\$108.08
DALTON, NANCY	24 PRIMARY ELECTION	\$200.00
HOLMES, GEORGIA M	24 PRIMARY ELECTION	\$200.00
SPEAECT, ANNA	24 PRIMARY ELECTION	\$227.00
MEISTER, JENNY	24 PRIMARY ELECTION	\$175.00
ADLER, KRISTINE	24 PRIMARY ELECTION	\$200.00
PETERSON, SARAH	24 PRIMARY ELECTION	\$200.00
ROWE, PATRICIA	24 PRIMARY ELECTION	\$65.50
ROSE, DENNIS	24 PRIMARY ELECTION	\$81.01
HARNED, DONNA	24 PRIMARY ELECTION	\$252.00
MOLITOR, ANNA	24 PRIMARY ELECTION	\$252.00
SHARP, BEN	24 PRIMARY ELECTION	\$398.80
MCKENZIE, TAMMIE	24 PRIMARY ELECTION	\$333.00
RUSSELL, PATRICK	24 PRIMARY ELECTION	\$254.00
WALKER, RAYMOND	24 PRIMARY ELECTION	\$94.50
HUBREGTSE, ROGER	24 PRIMARY ELECTION	\$119.50
ROGERS, RICHARD	24 PRIMARY ELECTION	\$119.50
BIRKHOLT, KAY	24 PRIMARY ELECTION	\$79.00
MULLER, JOSEPH	24 PRIMARY ELECTION	\$54.00
RITTERBUSH, NATHAN	24 PRIMARY ELECTION	\$47.25
SHAFFER, HEATHER	24 PRIMARY ELECTION	\$200.00
WINETEER, CYNTHIA	24 PRIMARY ELECTION	\$225.00
STRAUSER, GARRY	24 PRIMARY ELECTION	\$200.00
SWIFT, ARIANNA	24 PRIMARY ELECTION	\$200.00
NILSEN, DAVID T	24 PRIMARY ELECTION	\$200.00
WEISSER, KIMBERLY	24 PRIMARY ELECTION	\$200.00
COOK, BETHANY	24 PRIMARY ELECTION	\$200.00
HOTZ, MONIKA	24 PRIMARY ELECTION	\$175.00
TWISS, T'MARA	24 PRIMARY ELECTION	\$307.21
DAVIDSON, SUZANNE	24 PRIMARY ELECTION	\$220.25
HERRERA, LEONARD	24 PRIMARY ELECTION	\$258.75
BURDETTE, JOHN	24 PRIMARY ELECTION	\$245.25
FISCHER, DENNIS	24 PRIMARY ELECTION	\$50.63
PORTER, JUDY	24 PRIMARY ELECTION	\$200.00
CORBETT, SCOTT	24 PRIMARY ELECTION	\$92.50
HUMISTON, SUSAN	24 PRIMARY ELECTION	\$92.50
ANDERSEN, DON	24 PRIMARY ELECTION	\$92.50
STEVENS, LINDA	24 PRIMARY ELECTION	\$92.50
WHITE, DEB	24 PRIMARY ELECTION	\$92.50
JANIS, LINDALL	24 PRIMARY ELECTION	\$50.40
COMMISSION	WAGES & BENEFITS	\$5,564.50
AUDITOR	WAGES & BENEFITS	\$29,613.83

TREASURER	WAGES & BENEFITS	\$20,880.93
ST ATTY	WAGES & BENEFITS	\$21,554.43
MAINTENANCE	WAGES & BENEFITS	\$13,018.57
ASSESSOR	WAGES & BENEFITS	\$19,194.85
REG/DEEDS	WAGES & BENEFITS	\$16,056.37
VET'S	WAGES & BENEFITS	\$5,258.23
GIS	WAGES & BENEFITS	\$5,888.02
SHERIFF	WAGES & BENEFITS	\$66,242.40
JAIL	WAGES & BENEFITS	\$45,723.21
CORONER	WAGES & BENEFITS	\$1,151.50
EXTENSION	WAGES & BENEFITS	\$3,978.19
WEED	WAGES & BENEFITS	\$6,723.86
	<b>TOTAL FOR GENERAL FUND</b>	<b>\$411,975.56</b>
<b>COUNTY ROAD &amp; BRIDGE</b>		
A & B WELDING SUPPLY CO.	WELDING SUPPLIES/LEA	\$39.37
AMAZON CAPITAL SERVICES	SUPPLY	\$82.92
BLACK HILLS ELECTRIC	UTILITY	\$45.43
BOMGAARS	SUPPLY	\$44.16
BUTLER MACHINERY CO.	SUPPLIES/REPAIRS	\$522.37
FLOYD'S TRUCK CENTER	REPAIRS/PARTS	\$266.99
FALL RIVER AUTO SUPPLY	AUTO PARTS/REPAIR	\$633.83
FORWARD DISTRIBUTING	SUPPLIES/PARTS	\$56.15
GRIMM'S PUMP SERVICE INC	PARTS/SUPPLY	\$34,785.78
HOT SPRINGS ACE HARDWARE	SUPPLY	\$15.97
MG OIL	INVENTORY/SUPPLY	\$917.99
MCDANIEL	REPAIR/MAINTENANCE	\$3,537.83
RDO EQUIPMENT CO	REPAIR/PARTS	\$479.35
ROSANE CONSTRUCTION LLC	DUST CONTROL	\$20,783.84
SOUTHERN HILLS SEPTIC	#61224/SEPTIC PUMPIN	\$333.44
SAFETY-KLEEN SYSTEMS, INC	PARTS WASHER LEASE	\$248.94
SDPAA	INSURANCE	\$24,788.31
STURDEVANT'S AUTO VALUE	PARTS/SUPPLY	\$5.49
WHITMORE INC.	LOADER PAPER	\$193.92
LAVERN & SONJA WILCOX	CREDITS/OVERPAYMENT	\$10.21
CRBR ADMIN	WAGES & BENEFITS	\$5,130.98
CRBR HWY	WAGES & BENEFITS	\$56,313.62
	<b>TOTAL FOR COUNTY ROAD &amp; BRIDGE</b>	<b>\$149,236.89</b>
<b>911 SURCHARGE REIMB</b>		
POWERPHONE INC	SERVICE PLAN	\$116.08
SDPAA	INSURANCE	\$297.50
VERIZON WIRELESS	CELL PHONE PLAN	\$41.91
DISPATCH	WAGES & BENEFITS	\$36,629.86
	<b>TOTAL FOR 911 SURCHARAGE REIMBURSEMENT</b>	<b>\$37,085.35</b>

<b>FIRE PROTECTION FUND</b>		
SDPAA	INSURANCE	\$264.21
	<b>TOTAL FOR FIRE PROTECTION FUND</b>	<b>\$264.21</b>
<b>TOTAL FOR EMERGENCY MGT</b>		
MIDWEST CARD & ID LLC	EQUIPMENT/REPAIR	\$486.57
SDPAA	INSURANCE	\$1,635.48
VERIZON WIRELESS	CELL PHONE PLAN	\$125.73
F.R.EMERG.	WAGES & BENEFITS	\$8,352.82
	<b>TOTAL FOR EMERGENCY MGT FUND</b>	<b>\$10,600.60</b>
<b>24/7 SOBRIETY FUND</b>		
24/7	WAGES & BENEFITS	\$2,639.55
	<b>TOTAL FOR 24/7 SOBRIETY FUND</b>	<b>\$2,639.55</b>
	<b>TOTAL FOR BILLS PD BETWEEN 06/21 AND 07/02/2024</b>	<b>\$611,802.16</b>

Break was taken at 10:09 a.m. The meeting resumed at 10:15 a.m.

Chairman Falkenburg called for any public comment. Paul Nabholz, County resident, indicated that he wanted to speak but would prefer to wait until after the State's Attorney had spoken regarding updated election information.

Lance Russell, State's Attorney, met with the Board to provide updates and discuss the determination from the Deputy Secretary of State, Thomas Deadrick regarding election counting boards. He summarized that; the opinion of the Deputy SOS is that there can be multiple counting boards for larger precincts, as per SDCL 12-15-1.

Motion made by Cope, seconded by Allen, to allow the State's Attorney to advertise and hire 2 part-time summer intern positions at \$12.00/hr.

The second reading was held of Fall River County Ordinance #2024-01 as follows:

**FALL RIVER COUNTY ORDINANCE # 2024-01  
AN ORDINANCE TO PROVIDE FOR TEMPORARY EMERGENCY REGULATION  
OF FIRE HAZARDS IN PROVO TOWNSHIP, FALL RIVER COUNTY, SOUTH DAKOTA**

**WHEREAS**, the Fall River County Commission is charged with protecting the health and safety of the citizens of Fall River County including all property situated therein; and

**WHEREAS**, the Fall River County Commission has consulted with local fire officials, law enforcement and emergency management officials concerning the threat posed by wildfires; and

**WHEREAS**, the threat of wildfires in Fall River County is such so as to pose a significant danger to the health and safety of the citizens of Fall River County including property situated therein; and



**WHEREAS**, the Edgemont Fire Chief has provided photographic evidence of burning of trash at the former Black Hills Army Depot in Provo Township (Township 10 South, Range 2 East) and/or the adjacent Unorganized Township (Township 10 South, Range 1 East), Fall River County, South Dakota; and

**WHEREAS**, the Federal Government has previously identified a Chemical Burning Pit, and other Burning Grounds previously used by the Federal Government in said Townships, and although efforts have been made to reclaim said areas, the County Commission finds that burning during June, July, August and September in Provo Township (Township 10 South, Range 2 East) and the adjacent Unorganized Township (Township 10 South, Range 1 East) both in Fall River County, South Dakota, poses a significant danger to the health and safety of the citizens of Fall River County, and of Provo Township in particular; and

**WHEREAS**, the Fall River County Commission has deemed it necessary to enact certain temporary controls to reduce the threat posed to the citizens and property of Provo Township and of Fall River County by wildfires.

**NOW THEREFORE BE IT ORDAINED BY THE FALL RIVER COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:**

**SECTION 1:** That pursuant to SDCL 7-8-20 (18) the Fall River County Commission does hereby enact this ordinance to ensure public safety on an emergency basis, effective immediately and impose a ban on all open burning and fireworks except for petroleum fueled or charcoal briquette fueled grills used for preparing food. This burn ban applies to any individual in Provo Township (Township 10 South, Range 2 East) and the adjacent Unorganized Township (Township 10 South, Range 1 East), located in southwestern Fall River County, South Dakota, outside any municipality or land within the Black Hills Fire Protection District, and is in effect when the National Weather Service has declared the South Dakota Grassland Fire Danger Index to be in the **MODERATE, HIGH, VERY HIGH or EXTREME** level. Individuals will be allowed to use gas fueled or charcoal fired BBQ grills and will be allowed open burning when the fire index is at the **LOW** level. Campfires will **NOT** be allowed on private land or licensed commercial campgrounds. Campgrounds operated by the State of South Dakota or US Government must follow the established laws and regulations.

**SECTION 2:** That this open burning ban will remain in effect until repealed by the Fall River County Commission. Pursuant to SDCL 7-18A-2 the penalty for violating this ordinance shall include a fine not to exceed two hundred dollars for each violation and/or imprisonment for a period not to exceed thirty days for each violation: or both such fine and imprisonment. Additionally, person(s) in violation of this burn ban may be responsible for any and all suppression costs pursuant to South Dakota Law.

**SECTION 3:** That the Fall River County Commission declares an emergency and this ordinance shall be in effect immediately in order to protect the peace, health and safety of the citizens of Fall River County.

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

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

ATTEST:

\_\_\_\_\_  
Sue Ganje, Fall River/Oglala Lakota County Auditor

Kelly Anderson, County resident, spoke regarding the ordinance. He assured the Board that, before they burn, they inform Fall River County Dispatch and the Edgemont Fire Chief. They also watch fire

conditions and don't burn when fire danger is high. He also stated that they will have a water tanker soon.

Motion made by Cope, seconded by Falkenburg, to adopt Fall River County Ordinance 2024-01. With Russell and Allen voting no, Cope and Falkenburg voting yes, motion died due to a tie vote.

Motion made by Cope, seconded by Russell, to table Ordinance #2024-01 until the next meeting and would like the Edgemont Fire Chief and concerned neighbors to attend to voice their concerns.

After a brief discussion by State's Attorney Russell, he informed the Board that their duties regarding approval of Orders of Incorporation for Road Districts states they "shall" approve the Order of Incorporation for Road Districts.

Motion made by Russell, seconded by Allen, to approve Fall River County Resolution #2024-54 as follows:

**FALL RIVER COUNTY RESOLUTION #2024-54**

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 2<sup>nd</sup> day of July, 2024

/S/ Joe Falkenburg  
Joe Falkenburg, Chairman  
Fall River County

Commissioner  
ATTEST:

/s/ Sue Ganje

Sue Ganje

Fall River County Auditor

Paul Nabholz spoke in favor of hand counting ballots for the General Election in November, 2024.

Motion made by Cope, seconded by Allen, to table determining what form of counting ballots will be used in the General Election until the next meeting to allow more research.

Lily Heidebrink, Director of Equalization, met with the Board.

Motion made by Russell, seconded by Allen, to approve travel for Morgan Erickson, Assessor in Training, to attend the USPAP Course, July 22 through 25, 2024 in Pierre.

Motion made by Allen, seconded by Cope, to approve travel for Morgan Erickson, Assessor in Training, to attend Equalization Basics Training, September 29 through October 4, 2024 in Pierre.

Cole Romey, Attorney, met with the Board to present a petition to partially replat and partially vacate a dedicated public highway and rededicate a public highway.

Motion made by Russell, seconded by Cope, to accept the petition and set a hearing for the August 1, 2024 Commissioner meeting at 9:30 a.m. for that 66' ft. wide road dedicated to the public known as "Tract Road" generally running in a northeast and southwest direction located between what would be formerly known as Tract Chapel No. 1 and Lot 2 of Tract Chapel No. 2 to the west and Tract "A" to the east, Located in the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) of Section Thirty-two (32), Township Seven (7) South, Range Six (6) East of the Black Hills Meridian; according to the Plat filed for record on December 20, 1962, at the Fall River County Register of Deeds in Book 8, Page 3;1 and the Plat filed for record on October 25, 1995, at the Fall River County Register of Deeds in Book 17, Page 56.

Motion made by Russell, seconded by Falkenburg, to go into executive session to discuss personnel as per SDCL 1-25-2 (1) at 10:48 a.m.

The Board came out of executive session at 11:17 a.m.

Motion made by Cope, seconded by Allen, to approve hiring Tony March as County Highway Superintendent at \$72,500.00 per year, effective July 3, 2024.

Commission Chairman Falkenburg declared the meeting adjourned at 11:18 a.m.

/s/ Joe Falkenburg

Joe Falkenburg, Chairman

Board of Fall River County Commissioners

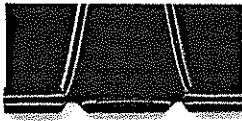
ATTEST:

/s/ Sue Ganje

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 30th day of June 2024.

<b>Total Amount of Deposit in First Interstate Bank, HS:</b>	\$	1,493,845.98
<b>Total Amount of Cash:</b>	\$	1,292.53
<b>Total Amount of Treasurer's Change Fund:</b>	\$	900.00
<b>Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:</b>	\$	7,429.14

**SAVINGS:**

#4) First Interstate Bank, HS:	\$	1,281,441.65
--------------------------------	----	--------------

**CERTIFICATES OF DEPOSIT:**

#8) Black Hills Federal Credit Union, HS:	\$	250,000.00
#14) Schwab Treasury:	\$	1,203,263.34
#15) First National Bank, Lead:	\$	328,114.47
#21) Schwab Treasury 2 Yr:	\$	277,174.69
#22) Schwab Treasury 2 Yr:	\$	1,001,231.25
#24) Schwab Treasury 2 Yr:	\$	2,136,898.44
#25) Schwab Treasury 3 Yr:	\$	1,957,812.50
#26) Schwab Treasury 4 Yr:	\$	1,045,684.69
#27) Schwab Treasury 2 Yr:	\$	994,065.63

**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
Suter, Debbie	\$	729.45

**TOTAL \$ 11,980,844.77**

Dated This 30th Day of June 2024.

  
Sue Ganje, County Auditor of  
of Fall River County

  
Teresa Pullen, County Treasurer  
of Fall River County

County Monies	\$	11,655,567.78
Held for other Entities	\$	133,572.13
Held in Trust	\$	191,704.86
<b>TOTAL</b>	<b>\$</b>	<b>11,980,844.77</b>

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

### 3.7. Veteran's Preference

In accordance with SDCL 3-3-1, 3-3-7, and 3-3-8, preference in employment, appointment, and promotion shall be given to honorably discharged veterans, the un-remarried spouse of a deceased veteran, and the spouses of disabled veterans, provided they possess the qualifications and capacity to perform the duties of the position. Any veteran who possesses said qualifications shall be granted an interview for the position. Veteran disabled due to a service connected cause shall be given preference over a non-disabled veteran. To gain veteran preference rights, the applicant must make known at the time of application by submitting a copy of a DD-214 form that he/she is an honorably discharged veteran. Veteran's preference is only afforded to those as defined in SDCL 33-17-1 and 33-17-2.

Preference in employment will be given to veterans who have served on active duty and have been honorably discharged from the armed forces of the United States during the following periods:

1. September 1, 1939 to December 31, 1946
2. June 25, 1950 to May 7, 1975
3. August 1990 through such time that the President of the United States declares the end of hostility.

### 3.8. Disqualification

An applicant is disqualified from employment by the county if he/she: (1) does not meet the minimum qualifications/eligibility for appointment; (2) knowingly has made a false statement on the application form or resume; or (3) has committed fraud during the selection process.

### 3.9. Selection and Employment of Relatives (Nepotism)

The county department head and/or applicable county advisory board shall take applications, conduct interviews, and make a recommendation for employment to the County Commission. When hiring a non-elected department head, the County Commission shall be responsible for the entire process. During the interview process the job description for the position must be reviewed with the applicant.

Selection to fill a job vacancy is to be made on the basis of knowledge, skills, education, experience, and ability to perform the duties of the specific position. Thus, to avoid circumstances of favoritism and discrimination, the employment of immediate family members within the same department or other areas where an immediate family member would hire, supervise, discipline or otherwise judge the performance of the above is prohibited. This selection and employment of relatives applies to regular full-time and permanent part-time employees.

Immediate family is defined as parents, stepparents, spouse, children, stepchildren, brothers, sisters, stepbrothers, stepsisters, brothers-in-law, sisters-in-law, grandparents or grandchildren.

Above is prohibited unless waived by the County Commission.

The logo features a stylized 'C' and 'S' intertwined, with the 'C' being a large, bold, black letter and the 'S' being a smaller, pink letter. The background of the logo is a light pink square.

# South Dakota Association of County Commissioners

Commission  
c/o Commission Chair

Dear \_\_\_\_\_ Commission,

Thank you, all, for your service to your community as a county commissioner. We wanted to take this opportunity to update you on the activities of the South Dakota Association of County Commissioners (“SDACC”) and ask for your input on future endeavors.

The SDACC has been quite busy over the past year, including, among other activities: planning and hosting workshops and the convention, district meetings, strategic planning regarding future SDACC services, representing counties on various boards and commissions, National Association of Counties (“NACo”) involvement, Western Interstate Region (“WIR”) involvement, the 2023 Legislative Study Committee on County Funding and Services, and advocating for counties related to the 2024 legislative session.

## **LEGISLATIVE ADVOCACY**

One of the primary activities of the SDACC is representing counties to state government. Although we work on this activity year-round by meeting with legislators, working with state agencies and other stakeholders, sitting on various boards, the efforts are largely focused on the legislative session.

With the 2024 session this included participation during the 2023 Study Committee on County Funding and Services (the “Summer Study”). Our lobbying team assisted committee leadership with scheduling speakers, gathering information, and presenting at every committee meeting. The Summer Study was a good investment of our time as it helped educate legislators on the challenges counties face and was instrumental in achieving passage of many pieces of legislation helpful to counties. Attached please find a list of our main achievements during the 2024 legislative session.

Currently we are preparing for the Legislative Study Committee on Property Tax Assessment Methodology. Meetings are scheduled for June 17<sup>th</sup>, August 13<sup>th</sup>, September 11<sup>th</sup>, and October 9<sup>th</sup>. Committee members and other information can be found at: <https://sdlegislature.gov/Interim/Committee/482/Detail>.

We are also working to determine our 2025 legislative session and longer-term priorities for legislative advocacy. If you have an idea you would like considered, please remember the resolution process as attached.

## **TRAININGS & WORKSHOPS**

The SDACC has hosted a variety of workshops since the end of the last convention along with attending district meetings across the state. The workshops and the annual convention are our ways to keep you aware of revisions to state law, programs available to counties, and to help develop those relationships that will help better achieve best practices. We hope you are able to join us during the upcoming SDACC Convention (agenda information will soon be available on the SDACC website ([www.sdcountycommissioners.org](http://www.sdcountycommissioners.org))).

**2024 South Dakota County Convention**

September 17-18, 2024

Rapid City Ramkota Hotel



The convention will have a variety of sessions designed to be helpful in completing your duties, including but not limited to: legislators discussions, roundtables, and presentations by Department of Transportation, Department of Revenue, Department of Emergency Management, Department of Public Safety, Attorney General's Office, a discussion on Artificial Intelligence by DSU President Griffiths, and others. In addition, the annual convention is when the SDACC establishes its legislative priorities, elects the SDACC officers, and conducts other important SDACC business. We hope you can join us!

#### **WEBINARS**

Beginning on July 1<sup>st</sup> at 11:00 CDT, the SDACC will host monthly webinars with guest speakers and SDACC staff to discuss matters important to you. We hope you will be able to join us.

#### **RESEARCH**

During the past year, and in conjunction with each legislative session, the SDACC is busy researching county issues as we work to answer questions from counties, state agencies, and the legislature. This year, the SDACC is beginning a new service of compiling county information into a helpful book of county facts for distribution to you, legislators, and state agencies. We are currently working on the book for distribution at the annual convention but anticipate it will include information on county finances, roads, population, and other. Please contact the office if there is information you would like included.

The SDACC is also assisting the South Dakota Association of County Highway Superintendents in updating their County Highway Superintendent Manual.

Separate from this new offering, we continue to conduct occasional surveys of counties on matters of importance that arise from time to time. However, such surveys are only as good as the quality of the data obtained. So that we may be successful in our advocacy efforts we ask for continued support from your counties in responding to the surveys.

#### **NATIONAL ASSOCIATION OF COUNTIES (NACo) PARTICIPATION**

The National Association of Counties (NACo) strengthens America's counties and unites county officials by advocating county priorities in federal policymaking, promoting exemplary county policies and practices, nurturing leadership skills and expand knowledge networks, optimizing county and taxpayer resources and cost savings, and enriching the public's understanding of county government. South Dakota benefits from 100% county membership to NACo. With their help, in FY2023, South Dakota counties received \$8,050,363 in Payment in Lieu of Taxes (PILT) dollars, and \$1.3 million in Secure Rural School (SRS) dollars. In depth county information and additional services they provide can be found on their website: <https://www.naco.org/>

#### **CONCLUSION**

As we write this, we have just concluded the 2024 primary election. Thank you for your involvement in the election process. Please also provide thanks to your auditors, poll workers, and others involved in the election process. We also thank all of the candidates at the county and legislative level. It is easy to stay home and not get involved. We applaud all those that choose to get involved.

Please do not hesitate to reach out to the SDACC office if we can be of assistance.

Thank you,



Gary Drewes, Pennington County Commissioner  
SDACC President

## **2024 Legislative Session Progress for Counties**

The following is a list of some of the legislative wins for counties during the 2024 Legislative Session. The list does not, but likely should, include: those areas where we assisted in defeating bad legislation; the beneficial portions of other bills where counties were able to limit negative impacts of legislation or provide additional assistance to counties; or, areas where we spent time learning about, and educating on, other issues such as the obligation recovery center and mental health holds.

- SB 187 – An Act to make an appropriation to establish a cybersecurity services initiative for counties and municipalities and to declare an emergency.
  - Allocated \$7,000,000 to establish a cybersecurity program for counties and cities.
- HB 1057 – An Act to create the Commission on Indigent Legal Services and Office of Indigent Legal Services, to make an appropriation for reimbursing county indigent legal services, and to declare an emergency.
  - The legislation will save counties approximately \$2,100,000 annually related to the costs of legal representation for direct appeals in criminal cases, habeas corpus appeals, and abuse or neglect of a child appeal cases. The SDACC will work with legislators to hopefully expand the services of this new office into other areas of indigent legal services leading to additional savings to counties in the future.
  - In addition, this also included a one-time allocation of \$3,000,000 to counties to assist with indigent defense costs. The distribution of this funding will mirror the current process as set out in SDCL §23A-40-20 and 26-8A-19. County auditors will receive a letter from the State Treasurer's Office in July on the process and requesting certified total expenditures for courtappointed attorneys, public defender offices, and representation of abused and neglected children from the prior fiscal year. We encourage timely responses so that the funding can be distributed.
  - The Commission has commenced its work and looks to hire a Chief Public Defender this summer.
- HB 1092 – An Act to revise provisions regarding the 911 emergency surcharge.
  - This legislation increases the monthly 911 emergency surcharge from \$1.25 to \$2.00. In fiscal year 2023, the \$1.25 monthly uniform 911 emergency surcharge led to \$12,470,839 in revenue. Changing the surcharge to \$2.00 per service user line, and assuming no increase in the number of service lines, I would generate \$19,952,342 in revenue, a \$7,481,503 difference. The revenue would be allocated as follows:
    - \$13,966,639 to counties (\$5,237,051 more);
    - \$1,556,283 to eligible public safety answering points as defined in SDCL 34-45-8.7 (\$583,557 more); and
    - \$4,429,420 to the 911 coordination fund (\$1,660,894 more).
- HB 1229 – An Act to add a county as able to be assigned responsibility for secondary highways on municipal boundaries.
  - Clarifies the process for determining the responsibility for roads between counties and cities.
- HB 1039 – An Act to provide for the payment of legal expenses originating from crime committed at a facility maintained by the Department of Corrections.
  - Provides that the Department of Corrections will now be responsible for legal expenses for criminal offenses committed by an inmate under confinement in a facility operated by the Department of Corrections. The costs are uncertain and unpredictable but were estimated at \$250,000.00 annually by the impacted counties.
- HB 1077 – An Act to provide for the disbursement of the catastrophic county poor relief fund to the participating counties in the event of the discontinuance of the fund.
  - Clarified if the catastrophic county poor relief fund is terminated that the funds are returned to the participating counties.

- HB 1194 – An Act to clarify provisions pertaining to tax increment finance districts.
  - Clarifying that counties have the same authorities as municipalities related to TIFs, including the ability to recoup administrative costs.
- SB 37 – An Act to revise provisions regarding repair and maintenance of mail routes.
  - Increases the reimbursement from townships to counties from \$200 per mile to \$2,500.
- SB 112 – An Act to establish a non-resident title fee.
  - Establishes a \$100 fee for any owner who chooses to title a motor vehicle, boat, off-road vehicle, or snowmobile in South Dakota, but who does not have a South Dakota-issued driver license or identification card, or a physical address in South Dakota. One-half of the fee is deposited into the county general fund the other one-half is deposited in the state motor vehicle fund.
- SB 199 – An Act to revise provisions pertaining to the consolidation or boundary changes of counties.
  - Clarifies the process for counties to consolidate.

Additional information on the foregoing legislation will be provided at the annual convention. We hope you can join us!

<u>County</u>	2020 census	2023 SDACC Dues \$500 Base & .15 cents on population	.15 to .22 Cent Base 500 to 750	Dollar Change
Aurora	2,747	\$ 912	\$ 1,354	\$ 442
Beadle	19,149	\$ 3,372	\$ 4,963	\$ 1,591
Bennett	3,381	\$ 1,007	\$ 1,494	\$ 487
Bon Homme	7,003	\$ 1,550	\$ 2,291	\$ 741
Brookings	34,375	\$ 5,656	\$ 8,313	\$ 2,657
Brown	38,301	\$ 6,245	\$ 9,176	\$ 2,931
Brule	5,247	\$ 1,287	\$ 1,904	\$ 617
Buffalo	1,948	\$ 792	\$ 1,179	\$ 387
Butte	10,243	\$ 2,036	\$ 3,003	\$ 967
Campbell	1,377	\$ 707	\$ 1,053	\$ 346
Charles Mix	9,373	\$ 1,906	\$ 2,812	\$ 906
Clark	3,837	\$ 1,076	\$ 1,594	\$ 518
Clay	14,967	\$ 2,745	\$ 4,043	\$ 1,298
Codington	28,325	\$ 4,749	\$ 6,982	\$ 2,233
Corson	3,902	\$ 1,085	\$ 1,608	\$ 523
Custer	8,318	\$ 1,748	\$ 2,580	\$ 832
Davison	19,956	\$ 3,493	\$ 5,140	\$ 1,647
Day	5,449	\$ 1,317	\$ 1,949	\$ 632
Deuel	4,295	\$ 1,144	\$ 1,695	\$ 551
Dewey	5,239	\$ 1,286	\$ 1,903	\$ 617
Douglas	2,835	\$ 925	\$ 1,374	\$ 449
Edmunds	3,986	\$ 1,098	\$ 1,627	\$ 529
Fall River	6,973	\$ 1,546	\$ 2,284	\$ 738
Faulk	2,125	\$ 819	\$ 1,218	\$ 399
Grant	7,556	\$ 1,633	\$ 2,412	\$ 779
Gregory	3,994	\$ 1,099	\$ 1,629	\$ 530
Haakon	1,872	\$ 781	\$ 1,162	\$ 381
Hamlin	6,164	\$ 1,425	\$ 2,106	\$ 681
Hand	3,145	\$ 972	\$ 1,442	\$ 470
Hanson	3,461	\$ 1,019	\$ 1,511	\$ 492
Harding	1,311	\$ 697	\$ 1,038	\$ 341
Hughes	17,765	\$ 3,165	\$ 4,658	\$ 1,493
Hutchinson	7,427	\$ 1,614	\$ 2,384	\$ 770
Hyde	1,262	\$ 689	\$ 1,028	\$ 339
Jackson	2,806	\$ 921	\$ 1,367	\$ 446
Jerauld	1,663	\$ 749	\$ 1,116	\$ 367
Jones	917	\$ 638	\$ 952	\$ 314
Kingsbury	5,187	\$ 1,278	\$ 1,891	\$ 613
Lake	11,059	\$ 2,159	\$ 3,183	\$ 1,024
Lawrence	25,768	\$ 4,365	\$ 6,419	\$ 2,054
Lincoln	65,161	\$ 10,274	\$ 15,085	\$ 4,811
Lyman	3,718	\$ 1,058	\$ 1,568	\$ 510
Marshall	4,306	\$ 1,146	\$ 1,697	\$ 551
McCook	5,682	\$ 1,352	\$ 2,000	\$ 648

<b>McPherson</b>	2,411	\$ 862	\$ 1,280	\$ 418	
<b>Meade</b>	29,852	\$ 4,978	\$ 7,317	\$ 2,339	
<b>Mellette</b>	1,918	\$ 788	\$ 1,172	\$ 384	
<b>Miner</b>	2,298	\$ 845	\$ 1,256	\$ 411	
<b>Minnehaha</b>	197,214	\$ 30,082	\$ 44,137	\$ 14,055	
<b>Moody</b>	6,336	\$ 1,450	\$ 2,144	\$ 694	
<b>Oglala Lakota</b>	13,672	\$ 2,551	\$ 3,758	\$ 1,207	
<b>Pennington</b>	109,222	\$ 16,883	\$ 24,779	\$ 7,896	
<b>Perkins</b>	2,835	\$ 925	\$ 1,374	\$ 449	
<b>Potter</b>	2,472	\$ 871	\$ 1,294	\$ 423	
<b>Roberts</b>	10,280	\$ 2,042	\$ 3,012	\$ 970	
<b>Sanborn</b>	2,330	\$ 850	\$ 1,263	\$ 413	
<b>Spink</b>	6,361	\$ 1,454	\$ 2,149	\$ 695	
<b>Stanley</b>	2,980	\$ 947	\$ 1,406	\$ 459	
<b>Sully</b>	1,446	\$ 717	\$ 1,068	\$ 351	
<b>Todd</b>	9,319	\$ 1,898	\$ 2,800	\$ 902	
<b>Tripp</b>	5,624	\$ 1,344	\$ 1,987	\$ 643	
<b>Turner</b>	8,673	\$ 1,801	\$ 2,658	\$ 857	
<b>Union</b>	16,811	\$ 3,022	\$ 4,448	\$ 1,426	
<b>Walworth</b>	5,315	\$ 1,297	\$ 1,919	\$ 622	
<b>Yankton</b>	23,310	\$ 3,997	\$ 5,878	\$ 1,881	
<b>Ziebach</b>	2,413	\$ 862	\$ 1,281	\$ 419	
	<b>886,667</b>	<b>\$ 166,001</b>	<b>\$ 244,567</b>	<b>\$ 78,566</b>	





Mt. View Lodge #161 AF&AM  
309 3<sup>rd</sup> Avenue  
P.O. Box 544  
Edgemont, SD 57735



DATE: June 25, 2024

TO: Lance Russell  
Fall River County States Attorney  
906 N. River St  
Hot Springs, SD 57747

*Fall River County States Attorney*

JUL 02 2024

**RECEIVED**

FROM: Jay L. Darrow  
Mt. View Lodge #161 – Secretary  
P.O. Box 544  
Edgemont SD, 57735

SUBJECT: Notification of Fundraising Event

This letter is to inform your office that the Edgemont Masonic Lodge #161 located at 309 3rd Avenue, Edgemont, SD is planning to conduct a raffle beginning as soon as possible. We would like to sell a total of 500 raffle tickets at \$10 each for two \$500 Master Card Gift Cards. Attached are samples of the raffle tickets for your review.

The drawing will occur at two separate Edgemont High School activities, one early January 2025, and the other in early February 2025. Proceeds will go toward approved Masonic scholarships and charities. This fund raiser has become a tradition, and our community has rallied around us to help fund our High School seniors and the Grand Lodge "Child Identification Program."

If you have any questions, please contact Jay Darrow at (307) 941-0525 or darrow126@yahoo.com.

Thank you,

Jay Darrow  
Mt. View Lodge #161, Secretary  
Lodge Seal

CC: Grand Lodge AF & AM of South Dakota  
South Dakota Secretary of State



**Mt. View Lodge #161 AF&AM**  
309 3<sup>rd</sup> Avenue  
P.O. Box 544  
Edgemont, SD 57735

DATE: June 25, 2024

TO: Monae Johnson  
South Dakota Secretary of State  
500 E Capitol Ave, Ste 204  
Pierre, SD 57501-5070

FROM: Jay L. Darrow  
Mt. View Lodge #161 – Secretary  
P.O. Box 544  
Edgemont SD, 57735

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If you have any questions, please contact Jay Darrow at (307) 941-0525 or [darrow126@yahoo.com](mailto:darrow126@yahoo.com).

Thank you,

Jay Darrow  
Mt. View Lodge #161, Secretary  
Lodge Seal

CC: Grand Lodge AF & AM of South Dakota  
Fall River County States Attorney



GRAND LODGE OF THE STATE OF  
SOUTH DAKOTA



DATE: 7/25/24

**Section 4.14: Special Dispensations Applied for by Lodge**

All applications to the Grand Master for dispensations for any purpose shall emanate from a Lodge at a Stated Meeting, and be concurred in by a majority vote of the members present at such Communication; and such application shall set forth fully and clearly the emergency, under the Seal of the Lodge, and be signed by the Master and Secretary.

**Section 4.15: In Case of Special Emergency**

In case of special emergency, where the provisions of the preceding section cannot be complied with, application for a dispensation may emanate from the Master. Section 4.16: Dispensation to Be Noted on Records Every dispensation shall be noted in the records of the Lodge, and prompt report made to the Grand Master of the action taken by authority thereof.

**Section 5.01: Lotteries**

Permitted: It shall be permissible for a Lodge to hold a lottery (raffle) under the following conditions. That all raffles comply with the South Dakota Judicial Code Section 22:25-24. See Special Dispensation form in the Appendix.

Definition: The term "lottery" shall be construed as a "raffle." Raffle defined: a method of raising funds for a charitable purpose by the sale of tickets or chances from which the winning ticket or tickets will be selected and the pre-determined prize or prizes awarded to the holder or holders of the winning ticket or tickets.

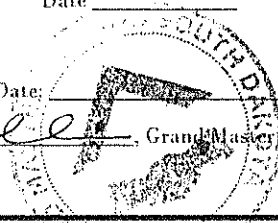
1. That a raffle will be for the purpose of raising funds for only approved Masonic Charities or for the purposes of improving the Mason/Lodge-owned building in which a Lodge shall regularly meet
2. That no individual Mason will benefit or make a profit from any raffle.
3. Lodge not to lose money: if any raffle fails to raise the necessary funds to cover the expense of the raffle, the members of the Lodge shall, from personal funds, pay that portion not covered by the sale of raffle tickets.
4. The motion to hold a raffle must be seconded and passed by a 2/3 majority of the members present.
5. The Lodge must then submit a Special Dispensation form (see Appendix) to the Grand Master for approval.
6. Prohibitions: Any form of "chance enterprise" other than a raffle as herein defined, shall be strictly prohibited. No Lodge and /or no Mason shall give or attempt to give the aid or countenance of Masonry, in organized or individual form, to any other form of chance enterprise (Amended 2018).

Mt. View \_\_\_\_\_ Lodge # 161 respectfully requests dispensation to conduct a raffle for:

Masonic Charity noted on attached letter  Building Improvement \_\_\_\_\_  
Raffle Start Date: 7/26/24 Raffle Details/Chances: \_\_\_\_\_

Ralph McDade \_\_\_\_\_, WM Date 7/25/24  
Jay Darrow \_\_\_\_\_, Sec. Date 7/25/24

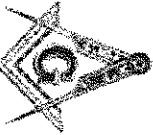
Approved Date: June 20, 2024 Disapproved Date: \_\_\_\_\_  
[Signature] Grand Master



LODGE SECRETARY USE  
Submit this Raffle Dispensation to the Grand Lodge Office at least 30 days prior to the start of the raffle.

Master Card	No. <i>Sample</i>
Name: _____	
Address: _____ _____ _____	
Phone: _____	
Email: _____	
Edgemont, SD-Mt View Lodge	



MT. VIEW MASONIC LODGE

**\$500.00 Master Card**

Two Chances to win!

\$10.00 per Ticket-Only 500 Tickets Sold=Excellent Odds

*Drawings January 4, 2025 and February 7, 2025*

At a Edgemont High School Activity

All proceeds to go to Local Scholarships and Charities

*Two Drawings-Five Hundred Dollar Master Card*

Need not be Present to Win

No. *Sample*

This sample have the ticket number on top of stub and on the bottom of buyer's ticket will be in black ink.

---

**RE: FW: Question on vehicle ins**

1 message

---

**Lynn Bren** <lbren.sdpaa@sdmunicipalleague.org>  
To: Stacy Schmidt <bookkeeping@frcounty.org>  
Cc: Kristina Peterson <kpeterson.sdpaa@sdmunicipalleague.org>

Mon, Jul 15, 2024 at 3:56 PM

It's not required. If you'd like to cover your bases you can, but if there is a claim, the claims folks will just need someone to confirm that she is a permissive user.

Lynn Bren, AIC SCLA  
SDPAA Executive Director  
Cell: 605.254.6542  
Office: 800.658.3633 or 605.224.8654 (Option 2)

**From:** Stacy Schmidt <bookkeeping@frcounty.org>  
**Sent:** Monday, July 15, 2024 4:54 PM  
**To:** Lynn Bren <lbren.sdpaa@sdmunicipalleague.org>  
**Cc:** Kristina Peterson <kpeterson.sdpaa@sdmunicipalleague.org>  
**Subject:** Re: FW: Question on vehicle ins

Hi Lynn, Sue was wondering if the Commissioners elect to let her use one of our vehicles do we need to get it put in the minutes?

Thanks,

**Stacy Schmidt**

**Deputy Auditor/Bookkeeper**

**Fall River County**

**906 N River St**

**Hot Springs, SD 57747**

**605-745-5130**

**bookkeeping@frcounty.org**

On Mon, Jul 15, 2024 at 2:05 PM Lynn Bren <lbren.sdpaa@sdmunicipalleague.org> wrote:

Good Afternoon Stacy!

First and foremost, we recommend that Members always follow their internal personnel policies. If there is a policy regarding vehicle usage which would prohibit your 4H Advisor from operating the vehicle, then we would recommend that she not be allowed to do the same.

If you do not have a policy to address this, then we recommend that only county employees be allowed to use county vehicles, as in theory, we would assume you've already properly vetted those folks to ensure that they are properly licensed and trained for the same.

If the County does elect to give your Advisor permission to use a County vehicle, please do know that the auto liability coverage would extend to the driver and County, as both would be considered covered parties under the AUTO LIABILITY coverage. Auto liability follows the owner of the vehicle primarily (here the County's coverage is primary).

Please let us know if you have any additional questions,

Be Safe!

Lynn Bren, AIC SCLA  
SDPAA Executive Director  
Cell: 605.254.6542  
Office: 800.658.3633 or 605.224.8654 (Option 2)

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**From:** Stacy Schmidt <[bookkeeping@frcounty.org](mailto:bookkeeping@frcounty.org)>  
**Date:** Monday, July 15, 2024 at 11:04 AM  
**To:** K Peterson <[kpeterson.sdpaa@sdmunicipalleague.org](mailto:kpeterson.sdpaa@sdmunicipalleague.org)>  
**Subject:** Question on vehicle ins

Kristina, is it allowable to let our 4-H gal drive one of our county vehicles since she technically does not work for us but gets paid through the State? Do we need commissioner approval or do we need to get her put on our Ins?

Thank you,

**Stacy Schmidt**

**Deputy Auditor/Bookkeeper**

**Fall River County**

**906 N River St**

**Hot Springs, SD 57747**

**605-745-5130**

[bookkeeping@frcounty.org](mailto:bookkeeping@frcounty.org)

FMMASTS1  
M

Fixed Assets Master  
Asset Description Detail

Mode: UPDATE  
File: F.FXMAST

Asset# . . . . . : 02179

Description . . . . . 27" BENQ GL2760 SERIES LED  
Description line 2 . . . BACKLIGHT MONITOR  
Description line 3 . . . \_\_\_\_\_  
Serial# . . . . . SPNDZGYPW34  
Comment . . . . . \_\_\_\_\_  
Comment line 2 . . . . . \_\_\_\_\_  
New or Used . . . . . N  
Condition . . . . . N  
Life of Asset in Years . . . \_\_\_\_\_  
Department . . . . . 111  
Location . . . . . JUNKED  
User . . . . . COMM  
User Defined Group . . . \_\_\_\_\_  
User Defined Type . . . . . \_\_\_\_\_

Help=User Guide help for field    F3=Exit    F24=More keys

FMMASTS1  
M

Fixed Assets Master  
Asset Description Detail

Mode: UPDATE  
File: F.FXMAST

Asset# . . . . . : 02559

Description . . . . . HEMECRAFT 100 CUP COFFEE URN  
Description line 2 . . . . . \_\_\_\_\_  
Description line 3 . . . . . \_\_\_\_\_  
Serial# . . . . . \_\_\_\_\_  
Comment . . . . . \_\_\_\_\_  
Comment line 2 . . . . . \_\_\_\_\_  
New or Used . . . . . N  
Condition . . . . . N  
Life of Asset in Years . . . . . \_\_\_\_\_  
Department . . . . . 212  
Location . . . . . JUNKED  
User . . . . . JAIL  
User Defined Group . . . . . \_\_\_\_\_  
User Defined Type . . . . . \_\_\_\_\_

Help=User Guide help for field    F3=Exit    F24=More keys



ACCOUNT DESCRIPTION	GL#	21 ACTUAL	22 ACTUAL	23 ACTUAL	3-YEAR AVERAGE	24 BUDGET	24 YTD ACTUAL	%	25 REQUESTED	25 APPROVED
4110.161 GOV BUILDING SALARIES	10100X4110161	133,759.09	123,250.63	132,156.84	129,722.19	136,354.00	51,222.46	38		
4120.161 GOVERN BUILD SOC SEC	10100X4120161	9,806.85	9,346.83	10,027.68	9,727.12	10,431.00	3,890.74	37		
4130.161 BLDG RETIREMENT	10100X4130161	7,469.59	7,395.06	7,929.45	7,598.03	8,181.00	2,797.67	34		
4140.161 WORKMAN'S COMP	10100X4140161	3,322.44	3,290.16	3,774.25	3,462.28	4,800.00	.00			
4150.161 BLDG GROUP INS	10100X4150161	14,829.00	12,296.00	13,453.36	13,526.12	21,024.00	4,158.00	20		
4160.161 UNEMPLOYMENT	10100X4160161	.00	.00	.00	.00	.00	.00			
4180.161 BLDG DENTAL INS	10100X4180161	1,310.40	1,315.86	1,385.26	1,337.17	1,440.00	480.00	33		
ACCOUNT TYPE TOTALS	41	170,497.37	156,894.54	168,726.84	165,372.92	182,230.00	62,548.87	34		
4210.161 INSURANCE	10100X4210161	13,234.87	13,538.67	22,632.05	16,468.53	11,100.00	.00			
4220.161 CONTRACT SERVICES	10100X4220161	20,154.49	15,836.01	14,017.49	16,669.33	18,000.00	5,268.39	29		
4230.161 CLEAN UP CRTHSE	10100X4230161	.00	.00	.00	.00	.00	73.00			
4240.161 ROCK/JAIL EXPENSES	10100X4240161	.00	.00	.00	.00	.00	.00			
4250.161 BLDG REPAIRS	10100X4250161	677.43	65.70	.00	247.71	1,000.00	125.03	13		
4251.161 TUCKPOINTING	10100X4251161	.00	.00	.00	.00	.00	.00			
4260.161 BLDG SUPPLIES	10100X4260161	17,700.92	15,629.79	14,641.11	15,990.61	22,000.00	7,024.83	32		
4261.161 JAIL SUPPLIES	10100X4261161	.00	.00	.00	.00	.00	.00			

*Handwritten signature*

ACCOUNT DESCRIPTION	GL#	21 ACTUAL	22 ACTUAL	23 ACTUAL	3-YEAR AVERAGE	AS OF JUNE 24 BUDGET	24 YTD ACTUAL	25 REQUESTED	25 APPROVED
4262.161 PROPANE TANK EXPENSES	10100X4262161	.00	507.78	.00	169.26	.00	.00		
4270.161 BLDG TRAVEL	10100X4270161	498.18	250.53	75.00	274.57	1,000.00	.00		
VEHICLE MAINTENANCE	10100X4271161	6,337.86	30.49	3,070.48	3,146.28	6,200.00	.00		
4280.161 BLDG UTILITIES	10100X4280161	77,406.58	82,842.38	76,799.58	79,016.18	70,800.00	32,670.98	46	
4281.161 JAIL UTILITIES	10100X4281161	.00	.00	.00	.00	.00	.00		
4293.161 UNIFORM ALLOWANCE	10100X4293161	197.00	.00	223.95	140.32	500.00	79.99	16	
ACCOUNT TYPE TOTALS	42	136,207.33	128,701.35	131,459.66	132,122.78	130,600.00	45,242.22	35	
4300.161 CAPITOL ASSET	10100X4300161	.00	.00	.00	.00	.00	.00		
4340.161 EQUIPMENT	10100X4340161	363.74	51.50	173.24	196.16	3,500.00	1,735.00	50	
ACCOUNT TYPE TOTALS	43	363.74	51.50	173.24	196.16	3,500.00	1,735.00	50	
FUND TOTALS	10100	307,068.44	285,647.39	300,359.74	297,691.86	316,330.00	109,526.09	35	
DEPT TOTALS	161	307,068.44	285,647.39	300,359.74	297,691.86	316,330.00	109,526.09	35	

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

COURTHOUSE BUILDING FUND

ACCOUNT DESCRIPTION GL#

ACCOUNT DESCRIPTION	GL#	3+ YEAR BUDGET WORKSHEET			COURTHOUSE BUILDING FUND			AS OF JUNE		24 YTD ACTUAL	25 REQUESTED	25 APPROVED
		21 ACTUAL	22 ACTUAL	23 ACTUAL	3-YEAR AVERAGE	24 BUDGET	24	25				
4250.161 BDLG REPAIR & MAINT	30100X4250161	5,645.56	50,466.48	111,902.33	56,004.79	75,000.00	18,815.88	25				
ACCOUNT TYPE TOTALS	42	5,645.56	50,466.48	111,902.33	56,004.79	75,000.00	18,815.88	25				
4320.161 BUILDING PROJECT	30100X4320161	.00	.00	.00	.00	.00	.00					
ACCOUNT TYPE TOTALS	43	.00	.00	.00	.00	.00	.00					
FUND TOTALS	30100	5,645.56	50,466.48	111,902.33	56,004.79	75,000.00	18,815.88	25				
DEPT TOTALS	161	5,645.56	50,466.48	111,902.33	56,004.79	75,000.00	18,815.88	25				

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

Black = Decrease  
 Blue = No Change  
 Red = Increase

6/10/24	FALL RIVER COUNTY	ACCOUNT DESCRIPTION	GL#	3+ YEAR BUDGET WORKSHEET			SHERIFF'S OFFICE (FR)		AS OF JUNE		24 YTD ACTUAL	24	LFBUDW	25 REQUESTED	25 APPROVED	PAGE	34
				21 ACTUAL	22 ACTUAL	23 ACTUAL	3-YEAR AVERAGE	24 BUDGET	24								
4110.211	SHERIFFS SALARIES	10100X4110211		478,762.67	446,777.38	539,635.35	488,391.80	594,120.00	249,915.93	42							
4120.211	SHERIFFS SOC SEC	10100X4120211		35,995.83	33,258.70	39,161.44	36,138.66	45,450.00	18,304.82	40							
4130.211	SHERIFFS RETIREMENT	10100X4130211		31,608.45	28,754.41	41,667.21	34,010.02	46,665.00	19,308.45	41							
4140.211	WORKMAN'S COMP	10100X4140211		8,367.30	6,458.38	7,215.30	7,346.99	10,400.00	.00								
4150.211	SHERIFF HEALTH INS	10100X4150211		38,646.39	41,638.00	53,684.64	44,656.34	56,064.00	25,542.00	46							
	REIMBURSEMENT BLUE CROSS	10100X4151211		.00	.00	.00	.00	.00	.00								
4160.211	UNEMPLOYMENT	10100X4160211		2,070.00	.00	.00	690.00	.00	.00								
4180.211	SHERIFF DENT INS	10100X4180211		3,421.60	3,254.16	3,681.14	3,452.30	4,320.00	1,720.00	40							
	ACCOUNT TYPE TOTALS	41		598,872.24	560,141.03	685,045.08	614,686.12	757,019.00	314,791.20	42							
4210.211	INSURANCE	10100X4210211		15,516.41	14,284.06	16,513.82	15,438.10	15,000.00	.00								
4220.211	LAB	10100X4220211		.00	.00	.00	.00	.00	68.00								
4221.211	INVESTIGATIONS	10100X4221211		1,099.79	1,411.80	514.50	1,008.70	1,500.00	.00				1,500.00				
4224.211	MEDICAL - IN HOUSE	10100X4224211		.00	.00	695.00	231.67	.00	65.00				500.00				
4241.211	POSTAGE LEASE	10100X4241211		.00	.00	.00	.00	.00	.00								
4250.211	REPAIR & MAINT	10100X4250211		.00	3,344.96	.00	1,114.99	8,000.00	991.97	12			4,500.00				
4251.211	SD AG GRANT	10100X4251211		.00	.00	4,055.28	1,351.76	.00	465.62								

6/10/24	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET	SHERIFF'S OFFICE (FR)	AS OF JUNE	24	LPBUDN	PAGE	35	
ACCOUNT DESCRIPTION	GL#	21 ACTUAL	22 ACTUAL	23 ACTUAL	3-YEAR AVERAGE	24 BUDGET	24 YTD ACTUAL	25 REQUESTED	25 APPROVED
4260.211 SHERIFFS SUPPLY	10100X4260211	36,272.59	11,172.36	12,939.30	20,128.00	25,000.00	4,196.25	17	25,000.00
4261.211 GRANTS	10100X4261211	.00	.00	.00	.00	.00	.00		
4262.211 SHOOTING RANGE GRANT	10100X4262211	.00	.00	.00	.00	.00	.00		
4263.211 4-COUNTY HIGHWAY GRAN	10100X4263211	.00	891.19	.00	297.06	.00	.00		
4264.211 '12 HWY SAFETY GRANT	10100X4264211	.00	.00	.00	.00	.00	.00		
4265.211 POSTAGE SUPPLY	10100X4265211	612.21	1,048.58	523.98	728.26	1,500.00	183.87	12	1,500.00
4266.211 DONATIONS	10100X4266211	234.68	.00	.00	78.23	.00	177.05		
4267.211 POSTAGE - EVIDENCE	10100X4267211	.00	.00	518.83	172.94	500.00	338.10	68	1,000.00
4270.211 SHERIFFS MEALS & MILE	10100X4270211	193.61	3,956.92	2,558.12	2,236.22	1,500.00	376.00	25	1,500.00
4272.211 SHERIFFS CAR MAINTENA	10100X4272211	47,193.21	67,623.56	81,919.31	65,578.69	50,000.00	28,755.96	58	60,000.00
4274.211 HOMELAND SEC GRANT	10100X4274211	.00	.00	.00	.00	.00	.00		
4280.211 SHERIFF PHONE	10100X4280211	5,919.74	9,121.28	9,160.19	8,067.07	15,000.00	5,171.56	34	10,000.00
4281.211 SHERIFF PHONE/911	10100X4281211	.00	.00	.00	.00	.00	.00		
4282.211 SHERIFF CELLPHONES	10100X4282211	4,395.04	3,475.78	6,098.49	4,656.44	4,500.00	3,680.15	82	6,500.00
4291.211 TRAINING	10100X4291211	350.00	1,940.71	4,173.22	2,154.64	6,000.00	115.00	2	6,000.00
4293.211 SHERIFFS UNIFORM ALLO	10100X4293211	3,319.80	3,044.79	1,236.22	2,533.60	5,000.00	4,741.95	95	5,000.00

ACCOUNT DESCRIPTION	GL#	21 ACTUAL	22 ACTUAL	23 ACTUAL	3-YEAR AVERAGE	24 BUDGET	24 YTD ACTUAL	%	25 REQUESTED	25 APPROVED
4294.211 SHERIFFS TASK FORCE	10100X4294211	.00	.00	.00	.00	.00	.00			
4295.211 CANINE EXPENSE	10100X4295211	.00	.00	.00	.00	.00	.00			
4296.211 ANIMAL CARE	10100X4296211	.00	4,433.48	.00	1,477.83	5,000.00	.00		5,000.00	
ACCOUNT TYPE TOTALS	42	115,107.08	125,749.47	140,906.26	127,254.27	138,500.00	49,326.48	36		
4300.211 CAPITAL ASSETS	10100X4300211	.00	.00	.00	.00	.00	.00			
4340.211 RESERVES EQUIP	10100X4340211	18,560.75	2,841.25	1,038.50	7,480.17	.00	932.50	?		
4341.211 SHERIFF EQUIPMENT-CAR	10100X4341211	12,549.04	28,155.17	29,444.13	23,382.78	60,000.00	53.40		45,000.00	
4342.2211 DISPATCH EQUIPMENT	10100X4342211	.00	.00	.00	.00	.00	.00			
4346.211 DEPUTY ACCESSORIES	10100X4346211	.00	.00	34,116.32	11,372.11	.00	640.93		29,100.00 (Aron)	
4360.211 SHERIFF CAR	10100X4360211	.00	70,810.00	38,714.00	36,508.00	100,000.00	87,272.00	87	100,000.00	
ACCOUNT TYPE TOTALS	43	31,109.79	101,806.42	103,312.95	78,743.05	160,000.00	88,898.83	56		
FUND TOTALS	10100	745,089.11	787,696.92	929,264.29	820,683.44	1,055,519.00	453,016.51	43		
DEPT TOTALS	211	745,089.11	787,696.92	929,264.29	820,683.44	1,055,519.00	453,016.51	43		

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

ACCOUNT DESCRIPTION	GL#	3+ YEAR BUDGET WORKSHEET			SHERIFF'S OFFICE (FR)			AS OF JUNE 24		24 YTD ACTUAL	25 REQUESTED	25 APPROVED
		21 ACTUAL	22 ACTUAL	23 ACTUAL	3-YEAR AVERAGE	24 BUDGET	24 ACTUAL	8				
4110.211 24/7 SALARY	24800X4110211	25,998.75	22,010.00	27,006.72	25,005.16	20,000.00	13,472.25	67				
4120.211 24/7 SOC SEC	24800X4120211	2,002.38	1,683.75	2,066.02	1,917.38	1,530.00	1,030.64	67				
4130.211 24/7 RETIREMENT	24800X4130211	114.63	.00	.00	38.21	.00	125.16					
4140.211 24/7 WORKMANS COMP	24800X4140211	116.46	210.96	114.85	147.42	100.00	.00					
ACCOUNT TYPE TOTALS	41	28,232.22	23,904.71	29,187.59	27,108.17	21,630.00	14,628.05	68				
4260.211 24/7 SOBRIETY EXP	24800X4260211	7,258.19	7,666.70	8,067.95	7,664.28	10,000.00	1,649.11	16		10,000.00		
4261.211 24/7 SUPPLY	24800X4261211	.00	.00	.00	.00	.00	.00					
4262.211 LAB EXPENSES	24800X4262211	1,430.00	936.00	610.00	992.00	4,000.00	150.00	4		2,500.00		
4264.211 '12 HWY SAFETY GRANT	24800X4264211	.00	.00	.00	.00	.00	.00					
ACCOUNT TYPE TOTALS	42	8,688.19	8,602.70	8,677.95	8,656.28	14,000.00	1,799.11	13				
4340.211 24/7 EQUIPMENT	24800X4340211	.00	.00	.00	.00	.00	.00					
ACCOUNT TYPE TOTALS	43	.00	.00	.00	.00	.00	.00					
FUND TOTALS	24800	36,920.41	32,507.41	37,865.54	35,764.45	35,630.00	16,427.16	46				
DEPT TOTALS	211	36,920.41	32,507.41	37,865.54	35,764.45	35,630.00	16,427.16	46				

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

6/10/24	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET	COUNTY JAIL (FR)	AS OF JUNE	24	24	25	PAGE	39
ACCOUNT DESCRIPTION	GL#	21 ACTUAL	22 ACTUAL	23 ACTUAL	3-YEAR AVERAGE	24 BUDGET	24 YTD ACTUAL	LPBUD#	25 APPROVED
									25 REQUESTED
									%
4110.212 JAIL SALARIES	10100X4110212	355,446.74	359,622.05	401,379.17	372,149.32	413,163.00	169,453.81		41
4120.212 JAIL SOC SEC	10100X4120212	25,989.00	26,218.62	29,033.67	27,080.43	31,607.00	12,297.00		39
4130.212 JAIL RETIREMENT	10100X4130212	21,196.49	21,577.18	24,082.67	22,285.45	24,790.00	10,167.18		41
4140.212 WORKMAN'S COMP	10100X4140212	7,287.42	6,388.06	8,373.19	7,349.56	7,700.00	.00		
4150.212 JAIL HEALTH INS	10100X4150212	28,844.00	37,910.00	46,970.00	37,908.00	49,056.00	19,602.00		40
4160.212 UNEMPLOYMENT	10100X4160212	.00	.00	.00	.00	.00	.00		
4180.212 JAIL DENT INS	10100X4180212	2,766.40	2,924.74	3,222.94	2,971.36	3,360.00	1,320.00		39
4190.212 TRANSPORT SAL & EXP	10100X4190212	.00	.00	.00	.00	.00	.00		
ACCOUNT TYPE TOTALS	41	441,530.05	454,640.65	513,061.64	469,744.11	529,676.00	212,839.99		40
4210.212 INS ON JAIL BUILDING	10100X4210212	1,295.71	1,322.69	1,954.86	1,524.42	1,500.00	.00		
4211.212 INS DEDUCTIBLE	10100X4211212	.00	.00	.00	.00	.00	.00		
4220.212 JAIL CONTRACT SERVICE	10100X4220212	4,708.05	4,993.66	5,252.29	4,984.67	6,000.00	1,832.60		31
4221.212 LAWSUIT	10100X4221212	.00	.00	.00	.00	.00	.00		
4222.212 JAIL CONSULTING FEES	10100X4222212	.00	.00	.00	.00	.00	.00		
4223.212 NURSE CONTRACT	10100X4223212	15,195.00	15,190.00	15,196.00	15,193.67	15,000.00	6,250.00		42
4224.212 MEDICAL - IN HOUSE	10100X4224212	.00	.00	.00	.00	.00	.00		

*6,000.00*

*18,000.00*





6/10/24	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET	COUNTY JAIL (FR)	AS OF JUNE	24	24	LPBUD#	PAGE	41
ACCOUNT DESCRIPTION	GL#	21 ACTUAL	22 ACTUAL	23 ACTUAL	3-YEAR AVERAGE	24 BUDGET	24 YTD ACTUAL	25 REQUESTED	25 APPROVED
4340.212 TRANSPORT EQUIP	10100X4340212	.00	.00	.00	.00	.00	.00		
4351.212 JAIL EQUIPMENT	10100X4351212	6,254.75	238.00	7,353.58	4,615.44	7,000.00	2,709.00		
ACCOUNT TYPE TOTALS	43	6,254.75	238.00	7,353.58	4,615.44	7,000.00	2,709.00		
FUND TOTALS	10100	830,445.84	823,606.49	892,127.16	848,726.50	956,176.00	393,083.99		
DEPT TOTALS	212	830,445.84	823,606.49	892,127.16	848,726.50	956,176.00	393,083.99		

*3,000.00*

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

6/10/24	FALL RIVER COUNTY	GL#	3+ YEAR BUDGET WORKSHEET			DISPATCH CENTER	AS OF JUNE		24	LPBUDW	PAGE	55
ACCOUNT DESCRIPTION			21 ACTUAL	22 ACTUAL	23 ACTUAL	3-YEAR AVERAGE	24 BUDGET	24 YTD ACTUAL	%	25 REQUESTED		25 APPROVED
4110.225 DISPATCH SALARY	20700X4110225		304,429.43	285,536.63	301,089.09	297,018.38	351,062.00	138,677.78	40			
4120.225 DISPATCH FICA	20700X4120225		22,783.19	21,605.12	22,516.14	22,301.48	26,856.00	10,382.97	39			
4130.225 DISPATCH RETIREMENT	20700X4130225		18,049.92	17,008.77	17,770.48	17,609.72	21,064.00	8,024.14	38			
4140.225 DISPATCH WORKMAN'S CO	20700X4140225		271.74	492.24	267.98	343.99	500.00	.00				
4150.225 DISPATCH INSURANCE	20700X4150225		29,599.00	31,582.00	26,840.00	29,340.33	42,048.00	14,256.00	34			
4180.225 DISPATCH DENTAL	20700X4180225		2,620.80	2,446.08	1,841.68	2,302.85	2,880.00	920.00	32			
ACCOUNT TYPE TOTALS	41		377,754.08	358,670.84	370,325.37	368,916.76	444,410.00	172,260.89	39			
4210.225 DISPATCH INSURANCE	20700X4210225		220.50	227.42	188.13	212.02	250.00	.00				
4224.225 MEDICAL -IN HOUSE	20700X4224225		.00	.00	237.00	79.00	.00	409.00				
4250.225 REPAIR & MAINT	20700X4250225		.00	.00	.00	.00	6,500.00	.00				
4260.225 DISPATCH SUPPLY	20700X4260225		1,533.30	1,905.16	1,994.55	1,811.00	5,000.00	1,290.56	26			
4280.225 DISPATCH PHONE	20700X4280225		570.19	533.05	644.74	582.66	1,500.00	324.09	22			
4290.225 911 SURCHARGE	20700X4290225		10,939.63	9,221.34	9,560.31	9,907.09	20,000.00	3,744.38	19			
4291.225 DISPATCH UNIFORM	20700X4291225		1,211.64	1,354.53	992.87	1,186.35	2,000.00	.00				
4292.225 DISPATCH TRAINING	20700X4292225		517.58	1,415.60	1,159.63	1,030.94	2,500.00	761.98	30			
4293.225 PSAP SETTLEMENT	20700X4293225		.00	.00	.00	.00	.00	.00				

6,500.00  
4,000.00  
1,000.00  
15,000.00  
3,400.00  
2,000.00

ACCOUNT DESCRIPTION	GL#	3+ YEAR BUDGET WORKSHEET			DISPATCH CENTER		AS OF JUNE		24 YTD ACTUAL	L PBUDW	25 REQUESTED	25 APPROVED
		21 ACTUAL	22 ACTUAL	23 ACTUAL	3-YEAR AVERAGE	24 BUDGET	24 YTD ACTUAL					
4294.225 PUBLIC SAFETY STATE G 20700X4294225		6,600.00	16,818.48	.00	7,806.16	.00	.00					
ACCOUNT TYPE TOTALS	42	21,592.84	31,475.58	14,777.23	22,615.22	37,750.00	6,530.01	17				
4340.225 DISPATCH EQUIPMENT 20700X4340225		8,733.12	297.50	42,434.49	17,155.04	10,000.00	3,743.75	37		10,000.00		
ACCOUNT TYPE TOTALS	43	8,733.12	297.50	42,434.49	17,155.04	10,000.00	3,743.75	37				
FUND TOTALS	20700	408,080.04	390,443.92	427,537.09	408,687.02	492,160.00	182,534.65	37				
DEPT TOTALS	225	408,080.04	390,443.92	427,537.09	408,687.02	492,160.00	182,534.65	37				

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

My portion of the total budget requested for 2025, All ~~departments~~ departments combined, is \$21,500 (less) than requested for 2024

## DINING SERVICE AGREEMENT

THIS AGREEMENT ("Agreement"), made this 1st day of July, 2024 (the "Effective Date") by and between Healthcare Services Group, Inc. ("HCSG") a Pennsylvania corporation with offices at 3220 Tillman Drive, Suite 300, Bensalem, PA 19020, and Fall River County Jail ("Client" located at 906 N River St, Hot Springs, SD 57747 ("Facility").

The parties hereto, intending to be legally bound, agree as follows:

1. **SCOPE OF WORK.** Commencing on July 1, 2024 (the "Start Date"), HCSG will provide the services identified on Exhibit A hereto (the "Services") in accordance with the terms and conditions of this Agreement.

2. **PRICING AND PAYMENT TERMS.**

2.1 **Service Fee.** As consideration for the Services identified on Exhibit A, Client shall pay HCSG an annual fee based on a 365-day year (the "Service Fee"), payable in monthly installments (the "Monthly Service Fee")<sup>1</sup>. The Monthly Service Fee shall be calculated based on an \$8.00 price per meal.

2.2 **Payment Terms.** Payment is due for Services rendered not later than the last business day of the month in which such Services are rendered (the "Payment Due Date"). In the event the Payment Due Date falls on a non-business day, payment shall be due on the immediately preceding business day. Client agrees to pay a late charge of one and one half percent (1½%) per month, compounded monthly, for all amounts not paid timely. All payments shall be made via wire transfer according to the following instructions:

Bank: PNC Bank NA  
Bank Address: Philadelphia, PA  
ABA Number: 031-0000-53  
Account: 84-0072-9868  
Name: Healthcare Services Group, Inc.

2.3 **Additional Services.** To the extent Client requests, and HCSG agrees to provide, goods or services not included in the Services and HCSG does provide such additional goods and services, HCSG shall submit an invoice to the Client reflecting the fee for such additional goods and services. Payment on such supplemental invoices or "Re-Bills" shall be due and payable 14 days after receipt by the Client.

2.4 **Annual Increase.** The Service Fee for each year shall automatically increase

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<sup>1</sup> Invoices for Services rendered in February of a Leap Year shall include the Monthly Service Fee plus an amount equal to 1/365th of the Service Fee.

annually by an amount equal five percent (5%) of the Service Fee for the prior year ("Annual Increase"). Such Annual Increase shall be reflected each year beginning with the invoice for the week in which the anniversary of the Start Date occurs.

**2.5 Pass Through Amounts.**

(a) In addition to the Service Fee, HCSG shall automatically pass through to Client any employment-related costs and increases imposed by federal, state or local governmental authorities, or any applicable union contract ("Pass Through Amounts"). Pass Through Amounts shall include, but shall not be limited to, costs related to the following: (i) a change to existing or new federal, state or local payroll taxes (including changes to any payroll based taxes or withholdings such as FICA, SUI, and/or FUTA); (ii) a change related to unionization of relevant department employees (whether an initial collective bargaining agreement, amendments to an existing collective bargaining agreement, wage-reopeners or the negotiation of a subsequent, successor collective bargaining agreement); (iii) an increase in the minimum wage rate, minimum salary level for exempt employees, the enactment of any "living wage" laws, or any other wage or salary increase imposed by any governmental entity; and/or (iv) new or additional fees, taxes, assessments or other charges or costs incurred by HCSG arising out of changes to existing or new federal, state or local legislation or legal requirements related to employee medical insurance or other employee benefits.

(b) It is understood between the parties that, in the event of a mandated minimum wage or salary increase that affects some HCSG employees, the wages of all HCSG employees will be increased by the same percentage as the increase to the minimum wage and that all such increases shall constitute Pass Through Amounts. In the event the Service Fee is increased to account for the change in such costs, such increase shall be effective from the date such changes impose additional costs on HCSG.

(c) HCSG will adjust the raw bulk food component (the "Foodstuffs") of the Service Fee on a quarterly basis to recognize any percentage adjustment in the Consumer Price Index, Food at Home (the "CPI").

**2.6 HCSG Reliance Upon Client Information.** Client acknowledges that the Service Fee has been calculated in reliance upon information provided by or on behalf of Client. If after sixty (60) days from the Start Date, HCSG determines that such information or HCSG's assumptions were inaccurate or inconclusive, HCSG shall have the right to adjust the Service Fee accordingly and, if Client objects to such adjustment, HCSG may terminate the agreement on thirty (30) days' written notice to Client.

**2.7 Purchasing.** In connection with the provision of Services, HCSG may purchase

inventory (including food), equipment and services from various vendors selected by HCSG in its sole discretion. HCSG will determine the specifications and quantities of such goods and services and may utilize its national account vendors or other vendors, some of which may be different than the Client's current vendors. The parties recognize that any purchasing incentives arising from HCSG's arrangements with such vendors shall inure to HCSG's sole benefit.

2.8 **Taxes.** The Service Fee does not include local, state, or federal sales, use, value-added, or other taxes or tariffs. Client shall pay all such taxes or tariffs as may be imposed upon HCSG or Client, except income taxes imposed on HCSG. Invoices submitted by HCSG to Client shall include any such taxes and tariffs that HCSG is required to pay on Client's behalf.

2.9 **Failure to Pay.** Client acknowledges that its failure to timely pay any amounts due hereunder, or any portion thereof, shall be a material breach of this Agreement for which HCSG may, in addition to pursuing all other remedies, immediately terminate this Agreement and/or cease providing Services. Client shall reimburse HCSG for all fees, costs and expenses incurred by HCSG (including reasonable attorneys' and other professionals' fees, costs and expenses, expert witness fees and the fees of any collection agency retained by HCSG) in exercising any of its rights under this Agreement or applicable law, whether before or after commencement of suit by HCSG and whether before or after commencement of bankruptcy or other insolvency related proceedings by the Client. The provision for any late charge herein shall not be construed to permit Client to make any payment after its due date, obligate HCSG to accept any overdue payment or affect HCSG's rights and remedies upon the occurrence of a breach of this Agreement.

2.10 **Reimbursed Funds.** The parties acknowledge that Client may seek reimbursement of costs and expenses related to the Services from state and federal government agencies. Client agrees to hold in trust for HCSG funds received from such agencies as reimbursement for the Services until such time as the Client's obligations to HCSG hereunder have been paid in full. Notwithstanding the foregoing, delay or absence of any reimbursement does not relieve Client of its obligation to make all payments due hereunder in accordance with the terms of this Agreement.

2.11 **Catastrophe.** HCSG shall not be liable for failure to perform its obligations under this Agreement when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strike, vandalism, war, riot, sabotage, weather and energy-related closing, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Services, or like causes beyond the reasonable control of either party, or for real or personal property destroyed or damaged due to such causes.

### 3. **TERM AND TERMINATION.**

#### 3.1 **Term.**



(a) Subject to subsection (b) below, the term of this Agreement shall be one (1) year commencing on the Start Date hereof, unless terminated earlier in accordance with the terms of this Agreement (together with any Renewal Term, the “Term”). This Agreement will renew automatically for subsequent one (1) year terms (each a “Renewal Term”) unless a party provides written notice of non-renewal at least ninety (90) days prior to expiration of the applicable Term.

(b) If HCSG continues to provide Services beyond the Term, Client shall be liable for such Services on a daily basis in an amount equal to 1/365<sup>th</sup> of the Service Fee plus amounts due for Re-Bills.

#### 4.2 Termination.

(a) By Client.

(i) Client may not terminate this Agreement within the first one hundred twenty (120) days following the Start Date.

(ii) Thereafter, if Client believes that HCSG has failed to perform or observe any material duty, obligation, or covenant contained in this Agreement (an “HCSG Default”) and Client desires to terminate this Agreement due to such HCSG Default, Client shall provide written notice to HCSG describing the HCSG Default in detail and stating Client’s intent to terminate this Agreement (the “HCSG Default Notice”). HCSG shall then have thirty (30) days (the “Cure Period”) from its receipt of the HCSG Default Notice to resolve the issues set forth in the HCSG Default Notice and cure the default to Client’s satisfaction. If HCSG fails to resolve the issues set forth in the HCSG Default Notice to Client’s satisfaction by the end of the Cure Period, Client shall provide written notice to HCSG that it intends to terminate this Agreement and such termination shall be deemed effective on the date that is ninety (90) days from the date of the HCSG Default Notice, unless otherwise mutually agreed to by the parties.

(iii) No termination by Client shall be effective unless all amounts then due and owing to HCSG up to and including the date of the HCSG Default Notice have been paid, with such amounts to include but not be limited to unpaid Start-Up Costs, Service Fees and Re-Bills. If payment for all amounts due and owing to HCSG as of the date of the HCSG Default Notice is not received on the date such notice is received by HCSG, HCSG shall have the right to terminate this Agreement immediately. All other amounts due to HCSG shall be due and payable on the effective date of such termination.

(b) By HCSG. HCSG may immediately terminate this Agreement in the event that:

(i) Client fails to timely pay any sums due hereunder. The parties acknowledge that time is of the essence with respect to all payments due hereunder;

(ii) Termination of services at the Michael J. Fitzmaurice State Veteran Home.

(iii) Client fails to perform or observe any duty, obligation or covenant contained in this Agreement other than those set forth in subparagraph (b) (i) above and such failure continues for thirty (30) days after written notice thereof is sent to Client in the manner specified in this Agreement; or

(iv) (A) upon the insolvency of the Client; (B) upon the filing of a voluntary or involuntary petition under federal bankruptcy laws by or against the Client; (C) upon Client entering into an agreement with creditors for the liquidation of assets; (D) upon the appointment of a receiver or trustee to take charge of all assets of the Client; (E) upon the loss of license(s), permit(s) or accreditation(s) necessary to conduct the Client's businesses or to perform under this Agreement; (F) upon the loss or destruction of the Client's operations to such an extent that the Client can no longer carry out its business; or (G) upon HCSG's determination, in its commercially reasonable discretion, at any time, that its continued performance under this Agreement would be impractical or economically unfeasible.

#### **4. BANKRUPTCY RELATED MATTERS.**

4.1 In the event, during the Term hereof, the Client files a petition for relief under the United States Bankruptcy Code or is the subject of an involuntary petition for relief as to which an order for relief is entered (each a "Bankruptcy Event"), and in light of the fact that the nature of the Services are payroll and payroll-related, Client shall, within two (2) days of the occurrence of a Bankruptcy Event, file a motion (the "Critical Vendor Motion") to have HCSG deemed a "critical vendor" such that any prepetition amounts due and owing to HCSG shall be paid in full immediately upon entry of the order (the "Critical Vendor Order") granting the Critical Vendor Motion.

4.2 If any Bankruptcy Event occurs: (a) if, from and after the date which is five (5) days after the occurrence of the Bankruptcy Event, a cash collateral order, financing order and/or other order acceptable to HCSG is not in force that allows for the payment by Client of all amounts billed or to be billed by HCSG hereunder on account of post-petition Services (the "Applicable Charges"), (b) if within two (2) days of the Bankruptcy Event the Client has not filed the Critical

Vendor Motion or if within thirty (30) days of the Bankruptcy Event the bankruptcy court has not entered the Critical Vendor Order, (c) if within ten (10) days of the occurrence of the Bankruptcy Event an order approving a stipulation between HCSG and the Client, in form and content acceptable to HCSG, is not entered by the bankruptcy court which (i) allows for modification of this Agreement to provide for payment of Applicable Charges weekly in advance, and (ii) provides HCSG with immediate relief from the automatic stay in the event any payments on account of the Applicable Charges are not paid as and when due, or (d) if within sixty (60) days of the occurrence of the Bankruptcy Event, this Agreement is not assumed (including the cure of any monetary defaults), then, in each case, cause will exist to grant HCSG relief from the automatic stay to the extent necessary to terminate this Agreement and to deem this Agreement rejected.

5. **COMPLIANCE WITH LAWS.** HCSG shall make commercially reasonable efforts to comply with all applicable federal, state and local laws and regulations (including minimum wage requirements) regarding employment, compensation, benefits and payment of its employees. HCSG will pay FICA, FUTA, worker's compensation, and all applicable payroll and other taxes for its employees. Client shall comply with all laws applicable to its operation of the Facility.

6. **EQUAL OPPORTUNITY EMPLOYER.**

6.1 **No Discrimination.** Neither party shall discriminate because of race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, or veteran status, or any other basis protected by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning the Services employees. The staffing, promotion, placement or assignment of employees who work on this account must be done without any preference or limitation based on race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, veteran status, or any other basis protected by applicable law. This obligation applies to the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning HCSG's employees. Under no circumstances will HCSG permit a request or suggestion by a Client to place a particular employee in a Facility to override its non-discrimination policy or remove a particular employee from a Facility if HCSG believes such request may be considered violative of this section.

6.2 **Compliance With Equal Opportunity Laws.** HCSG affirms that it is an equal opportunity employer, is legally responsible for all of its employment decisions affecting its own employees, and shall comply with all applicable federal, state and local laws and regulations, including, but not limited to the Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

## 8. MISCELLANEOUS.

8.1 **Notice.** All notices, consents or other communications which either party is required to give to the other under this Agreement shall be in writing and shall be given by personal delivery or by deposit, postage prepaid, in the United States mail, certified or registered mail, return receipt requested, addressed to the parties at their respective address as set forth in the introductory paragraph hereto, and if to HCSG with a copy to: Healthcare Services Group, Inc., Legal Department, 3220 Tillman Drive, Suite 300, Bensalem, PA 19020. Any notice sent in compliance with this provision shall be deemed to have been given upon the earlier of receipt or five (5) days after mail deposit, except that notice of change of address shall not be deemed effective until actually received by the intended recipient.

8.2 **Cooperation with HHS.** HCSG shall, until four years after the expiration of the Term, upon written request, make available to the Secretary of the Department of Health and Human Services ("HHS"), or the Secretary's duly authorized representative, or upon request to the Controller General or the Controller General's duly authorized representatives, this Agreement and such books, documents and records pertaining to Services provided during such contract year that are necessary to certify the nature and extent of costs under this Agreement. The availability of HCSG's books, documents and records shall be subject at all times to such criteria and procedures for seeking or obtaining access as may be promulgated by the Secretary of HHS in regulations and other applicable laws. HCSG's disclosure under this paragraph shall not be construed as a waiver of any legal rights to which HCSG or the Client may be entitled. Each party will notify the other within ten days of receipt of a request for access. If pursuant to this Agreement, any of HCSG's duties and obligations are to be carried out by any individual or entity under a contract with HCSG with a value of \$10,000 or more over a twelve month period, and that subcontractor is to a significant extent, associated or affiliated with, owns, or is owned by or has control of or is controlled by HCSG, each such subcontractor shall itself be subject to the access requirements and HCSG shall require such subcontractor to meet the access requirements. Client also agrees to provide access to key personnel necessary to defend any claims asserted against HCSG by a third party arising from the provision of services hereunder.

8.3 **Non-Solicitation of Managers.** Each party recognizes and acknowledges that the other party's management personnel (e.g., account, area, key, district, regional, and divisional managers and supervisors, and directors of operations, vice presidents, consultants, dietitians, etc.) ("Management Personnel") are essential to such party's respective business and that such persons are familiar with such party's confidential and proprietary information (including without limitation such party's operating and organizational procedures). As such, each party agrees, during the Term of this Agreement and for a period of one (1) year after a proper termination of this Agreement, to not hire, solicit for hire, permit the hiring of directly or indirectly (e.g. through an affiliated or subcontracted entity) Management Personnel: (i) still employed by the other; or (ii) who had been employed by the other at any time within one (1) year before or after the termination of this Agreement. Each party acknowledges that a breach of the obligations set forth in this

paragraph would irreparably harm the other's business and leaves the other without an adequate remedy at law, and that the harmed party would be entitled to injunctive relief in addition to all other remedies available at law or in equity to enforce the terms of this paragraph. This paragraph is subject to all applicable federal and state laws and shall survive the termination of this Agreement.

8.4 **Choice of Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Client consents to exclusive jurisdiction and venue in the Court of Common Pleas of Bucks County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania.

8.5 **Binding Upon Successors.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, personal representatives and assigns. This Agreement may not be assigned (i) by Client without the written consent of HCSG; and (ii) by HCSG without the written consent of Client, except to an HCSG wholly-owned or substantially-related entity.

8.6 **Authority.** The individuals executing this Agreement on behalf of their respective entities represent that they are authorized to sign this Agreement on behalf of such entity and that the other party is relying on such representation.

8.7 **Agreement Supersedes.** This Agreement supersedes any and all other agreements related to the Services provided for herein, either oral or written between the parties hereto with respect to the engagement of HCSG by the Client and contains all the covenants and agreements between the parties with respect to its subject matter. This Agreement shall not impact or modify any other agreements between the parties with respect to the payment of any existing debts or obligations owed by the Client to HCSG.

8.8 **Indemnification.** Each party shall indemnify and hold the other harmless from and against all claims, liability, loss and expenses, including reasonable costs, and collection expenses, which may arise because of the adjudicated sole gross negligence or sole gross misconduct of the indemnifying party in the performance of its obligations under this Agreement. Client shall also indemnify and defend HCSG for any and all claims, liability, loss and expenses, including reasonable costs, and attorney's fees, which may arise from any conduct of Client's vendors, independent contractors or third party agents. Notwithstanding the foregoing, with respect to property damage, for which the parties maintain a system of coverage of their respective property, each party hereto waives its rights of subrogation, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment improvements and other property resulting from fire, explosion or other cause typically covered in standard broad form property insurance policies. Further, neither party shall be liable to the other for any special losses, or consequential, incidental, indirect, punitive, or exemplary damages.

8.9 **Insurance.**

(a) The parties at their own cost and expense, but for the mutual benefit of each other, shall carry a comprehensive commercial general liability or product liability policy covering all operations by or on behalf of the other for bodily injury liability and property damage liability for coverage for: premise and operations; products completed operations; contractual liability insuring the obligations assumed by subcontractor to this agreement; broad form property damage (including completed operations); explosion, collapses and underground hazards; and personal injury liability.

(b) The comprehensive commercial general liability or product liability policy shall be for no less than \$2,000,000 in the aggregate for completed operations and ongoing operations, and \$1,000,000 per occurrence.

(c) To the extent any vehicles are used for any purpose related to this Agreement, the parties shall carry Commercial Auto Coverage for no less than a total of \$1,000,000 in the aggregate for personal injury and property damage.

(d) Workmen's Compensation Insurance as required by law.

(e) All insurance provided for hereunder shall be effectuated under enforceable policies issued by insurers of recognized responsibility licensed to do business in the state in which the services are rendered.

(f) The parties agree that they will be given 30 days prior written notice of any cancellation or material reduction of insurance under said policies at least 30 days prior to the expiration date of any policy required hereunder, the renewal or replacement policy for such insurance (or certificates thereof) shall be delivered to the other party.

(g) This insurance section shall take precedence over any of the other provisions in this Agreement. The parties agree that their respective insurance policies and programs shall be the primary insurance policy ahead of any additional insured policies and the indemnity obligations of HCSG and Client set forth in Section 8.8. Nothing in this Agreement should be construed to require satisfaction of a Self-Insured Retention, if applicable. The parties agree to waive subrogation to the extent any insurance may cover the loss.

8.10 **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which together shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement. Either party may execute and deliver this Agreement by signing the same and sending a copy thereof to the other by facsimile or other electronic transmission. Such facsimile or other electronic document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature.

8.11 **Protected Health Information.** If HCSG or any of its officers, employees,

agents or contractors receive any individually identifiable health information of any patients of the Client ("Protected Health Information" or "PHI") pursuant to its Services hereby provided, or creates or receives any PHI on behalf of the Client, then HCSG shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and the regulations promulgated thereunder to the extent that HCSG is a "business associate" of the Client as that term is defined in HIPAA and/or HITECH.

8.12 **Proprietary Information.** During the Term of this Agreement, the Client acknowledges that it may acquire, be exposed or obtain access to information considered confidential, including but not limited to strategies, operations, or trade secrets of HCSG ("Proprietary Information"). All Proprietary Information is confidential to HCSG and at all times will be HCSG's sole and exclusive property. In the event the Client receives, obtains access or otherwise is exposed to any Proprietary Information, Client will, and shall cause its officers, employees and agents to: (i) hold the Proprietary Information in trust and in strictest confidence; (ii) not produce, use, copy, distribute or otherwise disseminate the Proprietary Information except to the extent necessary to aid HCSG in performing the Services; and (iii) otherwise protect the Proprietary Information from disclosure. Upon request by HCSG, and in any event upon termination of this Agreement, the Client shall return all property belonging to HCSG that is in that party's custody, control or possession, including all materials containing Proprietary Information.

8.13 **Disclosure.** Disclosure of Proprietary Information by the Client will not be made to anyone except as necessary for performance of HCSG's Services on a specific need to know basis to those who have agreed to hold the Proprietary Information in trust and strictest confidence in accordance with the terms of this section. The Client will take reasonable precautions to prevent disclosure of Proprietary Information to anyone without a need to know such Information.

*-SIGNATURES ON FOLLOWING PAGE-*



IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement as of the Effective Date.

Fall River County Jail

Healthcare Services Group, Inc.

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

## EXHIBIT A

### DINING SERVICES

This Exhibit is an integral part of the Agreement and is incorporated by reference therein. The Services are limited to those described in this Exhibit A.

HCSG will provide the following as consideration for the Service Fee:

- HCSG Management and Labor Responsibilities (as defined below)
- HCSG Operational Responsibilities (as defined below)
- Foodstuffs and supplies required to serve the menu and provide H.S. Snacks and Therapeutic Snacks from our Basic Snack Offering (as defined below)
- Employee and Visitor Meals (as defined below)
- Menus, Diet Manual and nutrition management system
- Warewashing and sanitizing chemicals
- Office supplies
- Computer, time clock and related costs (hardware and software)
- Serviceware replacements (as defined below)

A sample menu for the food services to be provided at the Facility is attached hereto as Exhibit A-1 ("Sample Menu"). HCSG will provide the Client with semi-annual menus (Spring/Summer and Fall/Winter) that are influenced by region and meet regulatory guidelines. The parties acknowledge that the sample menu was an integral part of determining the Service Fee and any mutually agreed upon changes thereto may result in a change to the Service Fee.

### HCSG MANAGEMENT AND LABOR RESPONSIBILITIES

With respect to management and labor for dining service HCSG shall provide:

- Full-time Account Manager to manage personnel and supervise the Services
- District Manager to oversee operations and provide support
- Personnel required to perform the preparation and delivery of food, as deemed necessary by HCSG.
- All applicable staffing related costs, including:
  - Salaries/wages
  - Payroll taxes
  - Fringe benefits
  - Company uniforms
- Background checks for HCSG employees, at its cost, in compliance with applicable federal and state law
- Education and certification for HCSG employees, at its cost, as required by, and in compliance with applicable federal and state law

### HCSG OPERATIONAL RESPONSIBILITIES

For full service dining service HCSG shall provide:

- Food Preparation Services
  - “Food Preparation Services” is defined as preparing foodstuffs, for regular or therapeutic diets, to be served by the Client to the Facility residents/patients on the premises of each Facility.
  - For purposes of this Agreement, “Food Preparation Services” to be performed by HCSG include:
    - Menu and recipe construction, following the HCSG Diet Manual, and in compliance with regulatory guidelines;
    - Procuring, handling, inventorying, and storing food and related supplies on hand;
    - Cooking, staging and/or transporting meals;
    - Cleaning dishes and utensils used in the preparation of the food; and
    - Cleaning and sanitizing kitchen equipment at each Facility.
  
- Procurement and purchasing of all Foodstuffs to be served by the Client to the Facility residents/patients:
  - “Foodstuffs” is defined as follows:
    - Foods served at three regular meals per day, of a general type and quality as set forth in the Sample Menu;
    - House Shakes and Frozen Nutritional Treats; and
    - Therapeutic Snacks, Non-Therapeutic Snacks, and H.S. Snacks, up to a cap of \$.25 PPD, as specifically set forth below in the section titled “Snack Program”.
  
- HCSG, at its discretion and cost, shall maintain the china, silverware, and glassware (collectively, “Servicewares”) at 1.5X PAR, and will procure comparable replacement items.
  - The value of and HCSG’s ability to utilize the existing Servicewares at the Facility was a consideration in determining the Service Fee described herein, provided that all such Servicewares located at the Facility shall remain Client property at all times and upon termination of this Agreement.

#### EMPLOYEE AND VISITOR MEALS

HCSG will make available Employee and Visitor Meals to follow the daily menu provided and served to residents/patients, at a cost of \$5.00, plus sales tax if applicable. HCSG will track the Employee and Visitor Meals served, review the count at Client’s reasonable request, and Re-bill the associated cost to Client as described in Section 3.3 of this Agreement.

#### EQUIPMENT & FACILITIES

The Client shall make available to HCSG throughout the Term, suitable dietary service facilities, fully equipped and ready to operate, together with such fuel, refrigeration, and utilities, as may be reasonably required for HCSG’s efficient performance of the Services. The dietary service facilities shall include appropriate office space and the use of the following office equipment including, but not limited to: desks, chairs, tables, calculators, computers, locking filing cabinets

and safe, for the use of HCSG in the performance of the Services. HCSG shall have full access to such dietary service facilities at all times.

During the Term, Client shall ensure that HCSG has full access to the Facility in order to perform the Services. Further, during the Term, Client will provide at its cost the necessary utilities, including but not limited to electricity and water, and reasonable access to the Facility's telecommunications, computer, internet, e-mail, voice mail and similar systems, as necessary or desired for HCSG to perform the Services.

The Client shall furnish building and equipment maintenance services for the dietary service facilities, shall promptly make at its sole cost all equipment repairs and replacements, all small equipment replacements, and shall be responsible for compliance with all federal, state and local safety and health laws and regulations with respect to the dietary service facilities. If such repairs and/or replacements are not timely made in HCSG's reasonable discretion, HCSG shall have the right, but not the obligation, to make any such repairs and/or replacements and invoice Client in accordance with Section 3.3 of this Agreement.

### CLEANING RESPONSIBILITIES

HCSG's Responsibilities: HCSG shall be responsible for routine cleaning in the food preparation and service areas, including dietary service equipment, kitchen floors, and the grease filters.

Client's Responsibilities: All other cleaning responsibilities not expressly identified as the responsibility of HCSG shall be the responsibility of the Client including but not limited to regular cleaning service for all food prep and service area walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors. The Client will also be responsible for, among other things, routine cleaning of grease traps, hood cleaning, duct work plenum chambers, roof fans, and all food prep and service areas that are not readily and conveniently accessible such as under and behind appliances and equipment. In addition, the Client shall be responsible for trash and garbage removal and extermination services.

### SNACK PROGRAM

Snacks are defined as supplemental Foodstuffs that are not part of the Food Preparation Services associated with the three regular meals per day. As part of the Service Fee, HCSG will provide H.S. Snacks, Therapeutic Snacks, and Non-Therapeutic Snacks, each as described below, up to a cap of \$.25 PPD. Any Snacks provided above this cap shall be at Client's sole cost and expense, and HCSG shall be entitled to rebill the Client as described above in Section 3.3 of this Agreement.

- H.S. Snack – 42 CFR 483.60(f) requires that snacks be made available, and this requirement has been interpreted to include bedtime snacks. The H.S. Snack program consists of the following foodstuffs:
  - Beverages
    - 4 ounce milk (cow or non-dairy equivalent)
    - 8 ounce Lactose free milk

- 4 ounce assorted juice cups
  - 4 ounce nectar and honey thickened juice cups
  - 8 ounce nectar and honey thickened milk
- Pudding and Applesauce
  - 4 ounce vanilla pudding cup (regular and/or sugar-free)
  - 4 ounce chocolate pudding cup (regular and/or sugar-free)
  - 4 ounce applesauce cup
- Cookies and Crackers
  - Individually wrapped assorted cookies (regular and sugar-free options).  
Examples:
    - Sugar cookie
    - Chocolate chip cookie
    - Oatmeal raisin
  - Individually wrapped saltine crackers
  - Individually wrapped graham crackers
  - Individually wrapped peanut butter crackers
- Therapeutic and Non-Therapeutic Snacks (commonly delivered at 10am and 2pm)
  - Therapeutic Snack – food items provided between meals as a strategic intervention for meeting nutrition care goals.
  - Non-Therapeutic Snack – food items provided that are not part of a strategic intervention for meeting nutrition care goals, including:
    - food items provided between meals as requested by the Resident
    - food items delivered as part of a facility specific snack program (e.g. bulk snack cart)

**EXHIBIT B**

**START-UP COSTS**

Description	Amount

ACCOUNT DESCRIPTION	GL#	21 ACTUAL	22 ACTUAL	EMERGENCY MGT (FR)	AS OF JUNE 24 BUDGET	24 YTD ACTUAL	LPBUDW	25 REQUESTED	25 APPROVED
1110.222 EMER MGT SALARY	22600X4110222	67,682.64	65,180.64	85,035.64	78,103.00	37,746.45			
1120.222 EMER MGT SOC SEC	22600X4120222	5,177.72	4,986.33	6,505.22	5,975.00	2,887.60			
1121.222 SOC SEC MEDICARE	22600X4121222	.00	.00	.00	.00	.00			
1130.222 EMER MGT RETIREMENT	22600X4130222	4,060.92	3,902.52	4,514.04	4,686.00	2,264.77			
1140.222 WORKMAN'S COMP	22600X4140222	1,298.52	1,100.00	1,013.05	1,360.00	.00			
1150.222 B/C INS	22600X4150222	.00	.00	.00	7,008.00	.00			
1160.222 UNEMPLOYMENT	22600X4160222	.00	.00	.00	.00	.00			
1180.222 EM DENTAL INS	22600X4180222	.00	.00	.00	480.00	.00			
ACCOUNT TYPE TOTALS	41	78,219.80	75,169.49	97,067.95	97,612.00	42,898.82			
270.222 INSURANCE	22600X4210222	1,433.78	1,411.93	1,339.74	2,000.00	.00		2,000	
230.222 EMER MGT PRINTING	22600X4230222	.00	.00	.00	500.00	.00		500	
241.222 POSTAGE LEASE	22600X4241222	.00	.00	.00	100.00	.00		100	
260.222 EMER MGT SUPPLIES/REN	22600X4260222	2,627.88	2,006.91	4,974.57	3,000.00	1,153.74		3,000	
261.222 DOJ GRANTS	22600X4261222	.00	.00	.00	.00	.00			
262.222 FUEL REDUCTION EXP	22600X4262222	.00	.00	.00	.00	.00			
265.222 POSTAGE SUPPLY	22600X4265222	4.15	9.69	14.32	50.00	1.26		50	



ACCOUNT DESCRIPTION	GL#	EMERGENCY MGT (FR)			AS OF JUNE		24 YTD ACTUAL	LFBUDW	25 REQUESTED	25 APPROVED
		21 ACTUAL	22 ACTUAL	23 ACTUAL	3-YEAR AVERAGE	24 BUDGET				
4267.222 CWPP	22600X4267222	.00	.00	.00	.00	.00	.00			
4268.222 POINT OF DISPENSING (	22600X4268222	.00	.00	.00	.00	.00	.00			
4270.222 EMER MGT TRAVEL	22600X4270222	1,009.17	1,203.66	4,637.55	2,283.46	5,000.00	669.89	13	5000	
4271.222 CODE RED	22600X4271222	2,982.00	3,131.10	3,287.66	3,133.59	4,000.00	3,452.04	86	4000	
4272.222 CAR MAINTENANCE	22600X4272222	1,157.26	1,280.75	13,065.22	5,167.74	5,000.00	1,374.98	27	4000	
4274.222 HOMELAND SECURITY GRA	22600X4274222	.00	.00	.00	.00	.00	.00			
4275.222 PDM GRANT	22600X4275222	.00	.00	.00	.00	.00	.00			
4280.222 EMER MGT PHONE	22600X4280222	2,838.28	2,881.73	3,644.51	3,121.51	3,000.00	1,679.84	56	3000	
4290.222 FLOOD CONTROL	22600X4290222	4,435.00	4,480.00	4,525.00	4,480.00	.00	.00			
423.222 EM CLOTHING	22600X4293222	212.38	162.92	211.17	195.49	750.00	.00		750.00	
4294.222 CD SEARCH & RESCUE	22600X4294222	.00	.00	.00	.00	.00	.00			
4295.222 LEPC EXP	22600X4295222	.00	.00	.00	.00	.00	.00		1000	
4296.222 GRANT EXPENSES	22600X4296222	.00	.00	.00	.00	.00	.00			
4297.222 HOMELAND SECURITY GRA	22600X4297222	19,567.70	26,947.42	26,947.42	24,487.51	.00	.00			
ACCOUNT TYPE TOTALS	42	36,267.60	43,516.11	62,647.16	47,476.96	23,400.00	8,331.75	36		
1300.222 HAZMAT	22600X4300222	280.00	5,360.00	1,010.88	2,216.96	2,000.00	.00		2000	

ACCOUNT DESCRIPTION	GL#	3+ YEAR BUDGET WORKSHEET			EMERGENCY MGT (FR)	AS OF JUNE		24 YTD ACTUAL	25 REQUESTED	25 APPROVED
		21 ACTUAL	22 ACTUAL	23 ACTUAL		24 BUDGET	%			
4340.222 EQUIPMENT	22600X4340222	6,024.67	1,465.76	6,908.56	4,799.66	5,000.00	1,833.70	37	5000	
4341.222 CAP ASSET (OVER 5000)	22600X4341222	.00	.00	.00	.00	.00	.00			
4344.222 RADIO EQUIP	22600X4344222	2,726.55	801.99	1,567.90	1,698.81	1,977.00	.00		2000	
ACCOUNT TYPE TOTALS	43	9,031.22	7,627.75	9,487.34	8,715.44	8,977.00	1,833.70	20		
FUND TOTALS	22600	123,518.62	126,313.35	169,202.45	139,678.14	129,989.00	53,064.27	41		
DEPT TOTALS	222	123,518.62	126,313.35	169,202.45	139,678.14	129,989.00	53,064.27	41		

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

ACCOUNT DESCRIPTION	GL#	21 ACTUAL	22 ACTUAL	23 ACTUAL	3-YEAR AVERAGE	24 BUDGET	24 YTD ACTUAL	25 REQUESTED	25 APPROVED
4290.216 AIRPLANE EXPENSES	10100X4290216	10,093.37	3,657.24	5,979.08	6,576.56	5,500.00	1,350.00	25	5500
ACCOUNT TYPE TOTALS	42	10,093.37	3,657.24	5,979.08	6,576.56	5,500.00	1,350.00	25	
FUND TOTALS	10100	10,093.37	3,657.24	5,979.08	6,576.56	5,500.00	1,350.00	25	
DEPT TOTALS	216	10,093.37	3,657.24	5,979.08	6,576.56	5,500.00	1,350.00	25	

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

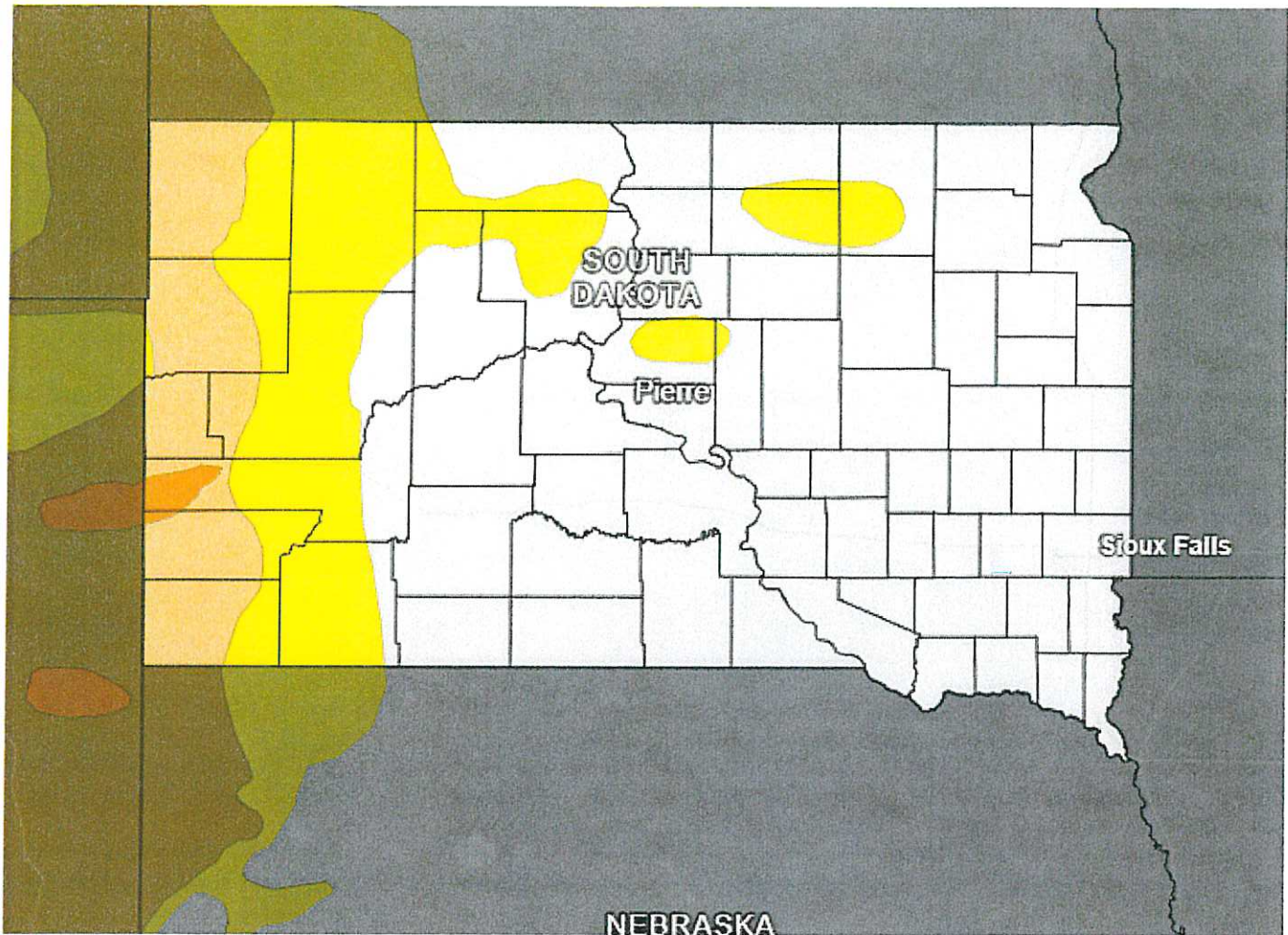
ACCOUNT DESCRIPTION	GL#	3+ YEAR BUDGET WORKSHEET			SEARCH & RESCUE (FR)		AS OF JUNE		24 YTD ACTUAL	25 REQUESTED	25 APPROVED
		21 ACTUAL	22 ACTUAL	23 ACTUAL	3-YEAR AVERAGE	24 BUDGET	\$				
4140.224 S&R WORK COMP	10100X4140224	168.40	148.80	163.36	160.19	300.00		.00		300	
ACCOUNT TYPE TOTALS	41	168.40	148.80	163.36	160.19	300.00		.00			
4210.224 INSURANCE	10100X4210224	.00	.00	.00	.00	.00		.00			
4260.224 SEARCH & RESCUE	10100X4260224	464.15	2,727.31	738.94	1,310.13	1,000.00		.00		1,000	
ACCOUNT TYPE TOTALS	42	464.15	2,727.31	738.94	1,310.13	1,000.00		.00			
FUND TOTALS	10100	632.55	2,876.11	902.30	1,470.32	1,300.00		.00			
DEPT TOTALS	224	632.55	2,876.11	902.30	1,470.32	1,300.00		.00			

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

ACCOUNT DESCRIPTION	GL#	21 ACTUAL	22 ACTUAL	EMERGENCY MGT (FR) 23 ACTUAL	3-YEAR AVERAGE	AS OF JUNE 24 BUDGET	24 YTD ACTUAL	25 REQUESTED	25 APPROVED
4260.222 LEPC EXPENSE	234004260222	920.00	480.00	1,409.99	936.66	.00	.00		
ACCOUNT TYPE TOTALS	42	920.00	480.00	1,409.99	936.66	.00	.00		1000
FUND TOTALS	23400	920.00	480.00	1,409.99	936.66	.00	.00		
DEPT TOTALS	222	920.00	480.00	1,409.99	936.66	.00	.00		

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

# U.S. Drought Monitor



## Drought & Dryness Categories

	% of SD
 D0 – Abnormally Dry	18.6%
 D1 – Moderate Drought	9.3%
 D2 – Severe Drought	0.5%
 D3 – Extreme Drought	0.0%
 D4 – Exceptional Drought	0.0%
 Total Area in Drought (D1–D4)	9.8%

Source(s): NDMC, NOAA, USDA

Data Valid: 07/09/24

**Drought.gov**

# Estimated Rainfall Report

2024 Crop Year

**Grid 28007**

Interval	Index	Actual Rainfall (IN.)	Normal Rainfall (IN.)	Payment Factor 70 %	Payment Factor 75 %	Payment Factor 80 %	Payment Factor 85 %	Payment Factor 90 %
JAN-FEB	1.230000	1.0775	0.8760					
FEB-MAR	0.907000	1.3207	1.4561					
MAR-APR	1.010784 <sup>1</sup>	2.8387	2.8084					
APR-MAY	0.878081 <sup>1</sup>	4.3286	4.9297					
MAY-JUN	<u>0.381180<sup>1</sup></u>	2.2858	5.9967	0.4555	0.4918	0.5235	0.5516	0.0244
JUN-JUL	<u>0.147114<sup>12</sup></u>	0.7814	5.3113					0.5765
JUL-AUG	0.115309 <sup>12</sup>	0.4616	4.0035					
AUG-SEP			2.9657					
SEP-OCT			2.4283					
OCT-NOV			1.5790					
NOV-DEC			0.9207					
DEC-JAN			0.7995					
<b>Total</b>		<b>13.0943</b>	<b>34.0749</b>					
<b>Average Annual</b>		<b>6.6636</b>	<b>17.0336</b>					

<sup>1</sup> Reflects preliminary estimates and not final indexes as announced by RMA

<sup>2</sup> Rainfall data is not complete

Disclaimer: The figures reflected on this report are estimates only. Final indemnity payments may differ from these estimates and are subject to the terms and conditions of the applicable insurance policy.

Rainfall information as of 07/16/2024 08:07 AM CDT

*Maverick Junction East*



# Estimated Rainfall Report

2024 Crop Year

## Grid 27705

Interval	Index	Actual Rainfall (IN.)	Normal Rainfall (IN.)	Payment Factor 70 %	Payment Factor 75 %	Payment Factor 80 %	Payment Factor 85 %	Payment Factor 90 %
JAN-FEB	0.823000	0.6862	0.8338			0.0318	0.0856	
FEB-MAR	0.629000	0.8686	1.3809	0.1014	0.1610	0.2138	0.2600	0.3011
MAR-APR	0.620403 <sup>1</sup>	1.7006	2.7412	0.1137	0.1728	0.2245	0.2701	0.3107
APR-MAY	0.925157 <sup>1</sup>	4.2479	4.5915					
MAY-JUN	0.670485 <sup>1</sup>	3.5976	5.3657	0.0422	0.1060	0.1619	0.2112	0.2550
JUN-JUL	<u>0.358524<sup>12</sup></u>	1.6949	4.7273					
JUL-AUG	0.246607 <sup>12</sup>	0.8892	3.6057					
AUG-SEP			2.7570					
SEP-OCT			2.3559					
OCT-NOV			1.5679					
NOV-DEC			0.8959					
DEC-JAN			0.7794					
<b>Total</b>		<b>13.6850</b>	<b>31.6022</b>					
<b>Average Annual</b>		<b>6.8736</b>	<b>15.7982</b>					

<sup>1</sup> Reflects preliminary estimates and not final indexes as announced by RMA  
<sup>2</sup> Rainfall data is not complete

Disclaimer: The figures reflected on this report are estimates only. Final indemnity payments may differ from these estimates and are subject to the terms and conditions of the applicable insurance policy.

Rainfall information as of 07/16/2024 09:07 AM CDT

*South of Edgmont*

# Estimated Rainfall Report

2024 Crop Year

Grid 27708

Interval	Index	Actual Rainfall (IN.)	Normal Rainfall (IN.)	Payment Factor 70 %	Payment Factor 75 %	Payment Factor 80 %	Payment Factor 85 %	Payment Factor 90 %
JAN-FEB	0.948000	0.8132	0.8578					
FEB-MAR	0.698000	1.0227	1.4652	0.0029	0.0690	0.1275	0.1788	0.2244
MAR-APR	0.996143 <sup>1</sup>	2.8475	2.8586					
APR-MAY	0.812740 <sup>1</sup>	3.9601	4.8726				0.0438	0.0970
MAY-JUN	0.325377 <sup>1</sup>	1.9034	5.8499	0.5352	0.5662	0.5933	0.6172	0.6385
JUN-JUL	<u>0.224894<sup>1,2</sup></u>	1.1082	4.9276					
JUL-AUG	0.189161 <sup>1,2</sup>	0.6763	3.5755					
AUG-SEP			2.8124					
SEP-OCT			2.3935					
OCT-NOV			1.5902					
NOV-DEC			0.9094					
DEC-JAN			0.7861					
<b>Total</b>		<b>12.3314</b>	<b>32.8988</b>					
<b>Average Annual</b>		<b>6.2404</b>	<b>16.4447</b>					

Rainfall information as of 07/16/2024 09:07 AM CDT

<sup>1</sup> Reflects preliminary estimates and not final indexes as announced by RMA  
<sup>2</sup> Rainfall data is not complete

Disclaimer: The figures reflected on this report are estimates only. Final indemnity payments may differ from these estimates and are subject to the terms and conditions of the applicable insurance policy.

*Ernst & Oelrichs*

# Estimated Rainfall Report

2024 Crop Year

**Grid 28006**

Interval	Index	Actual Rainfall (IN.)	Normal Rainfall (IN.)	Payment Factor 70 %	Payment Factor 75 %	Payment Factor 80 %	Payment Factor 85 %	Payment Factor 90 %
JAN-FEB	1.101000	0.9333	0.8477					
FEB-MAR	0.786000	1.1125	1.4154			0.0175	0.0753	0.1267
MAR-APR	0.596171 <sup>1</sup>	1.6471	2.7627	0.1483	0.2051	0.2548	0.2986	0.3376
APR-MAY	1.092793 <sup>1</sup>	5.1141	4.6799					
MAY-JUN	0.753375 <sup>1</sup>	4.2290	5.6135					
JUN-JUL	0.161744 <sup>12</sup>	0.8216	5.0797					
JUL-AUG	<u>0.103272<sup>12</sup></u>	0.3974	3.8483			0.0583	0.1137	0.1629
AUG-SEP			2.8709					
SEP-OCT			2.4174					
OCT-NOV			1.5751					
NOV-DEC			0.9180					
DEC-JAN			0.7924					
<b>Total</b>		<b>14.2550</b>	<b>32.8210</b>					
<b>Average Annual</b>		<b>7.2068</b>	<b>16.4076</b>					

<sup>1</sup> Reflects preliminary estimates and not final indexes as announced by RMA  
<sup>2</sup> Rainfall data is not complete

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Rainfall information as of 07/16/2024 09:07 AM CDT

*North of Edgemoor  
 starting at Indian  
 Canyon Road & North*

**FALL RIVER COUNTY RESOLUTION # 2024-**  
**EMERGENCY DROUGHT DISASTER RESOLUTION**

WHEREAS, the vast majority of Fall River County has failed to receive adequate precipitation for the preceding twelve month period, and

WHEREAS, the lack of precipitation over the past years has created a catastrophic state of drought, and

WHEREAS, the drought conditions have had an enormous effect on the production capabilities of the agricultural industry, which in turn severely affects the entire local economy, and

WHEREAS, the lack of consistent precipitation has resulted in the lack of rain water runoff and therefore caused livestock ponds, dams, wells and natural water holes to dry up, and

WHEREAS, the grass, what there is of it, in the pastures in the county is bone dry, and quickly allows the start and spread of wild fires thus making containment almost impossible, and

WHEREAS, the local volunteer fire departments have almost depleted their resources in quelling wild fires, and

WHEREAS, the lack of dependable precipitation has resulted in record low subsoil moisture and has caused the water table to drop significantly,

NOW THEREFORE BE IT RESOLVED, that the Fall River County Commissioners declare that current drought conditions have created a natural disaster within Fall River County, and

BE IT FURTHER RESOLVED, that both farmers/ranchers and local businesses may be eligible for disaster aid grants and/or low interest Economic Injury Disaster loans from the Farm Services Agency and Small Business Administration Agency retroactive to January 1, 2024, and

BE IT FURTHER RESOLVED that the Board of County Commissioners for and on behalf of the citizens of Fall River County, request that the Governor of the State of South Dakota petition the Secretary of Agriculture to declare Fall River County a drought disaster area, and



BE IT FURTHER RESOLVED that an Emergency exists in Fall River County and this Resolution shall be in effect from and after its publication and this action is necessary for the preservation of the public peace, health and safety.

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

\_\_\_\_\_  
Joe Falkenburg, Chairman

Fall River County Board of Commissioners

ATTEST:

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





*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: July 18, 2024

Subj: Commission Update

1. **LEMPG Single Signature Form**: Request approval to have the Chairman sign the 3<sup>rd</sup> Qtr. Single Signature Form.
2. **SDEMA Conference**: Request travel approval for Gary Baker and Frank Maynard to attend the annual SDEMA Training Conference in Chamberlain on September 9-12, 2024.
3. **Drought Resolution**: Request approval to have the Chairman sign the Fall River Drought Resolution. This resolution will be forwarded to USDA Farm Services.
4. **Fires & Incidents:**
  - a. **7/1/2024: Smoke Call: West and north of Minnekahta Junction Unfounded: Edgemont Fire.**
  - b. **7/1/2024: Fire, River Road (2 Fires): Edgemont Fire.**
  - c. **7/1/2024: Hay Bale Fire: Hwy 385, south of Oelrichs: Oelrichs Fire.**
  - d. **7/1/2024: Timber/grass Fire: Hwy 79 mm 32: Oral Fire, SD WFS and Hot Springs Fire.**
  - e. **7/3/2024: Grass Fire: Shady Rd & Sage Rd: Oral Fire.**
  - f. **7/4/2024: Grass Fire: 27555 Denise Dr.: Hot Springs Fire and SD WFS.**
  - g. **7/5/2024: Hay/frass fire: Hwy 18 & 89 Jct.: Minnekahta Fire, Hot Springs Fire and SD WFS.**
  - h. **7/5/2024: Hay Baler & Hay Fire: 3 North of Oelrichs: Oelrichs Fire, Oral Fire, Angustura Fire, Smithwick Fire, SD WFS and USFS Fre.**
  - i. **7/10/2024: Grass Fire (Custer County): Mutual Aid by Hot Springs Fire.**
  - j. **7/10/2024: Grass Fire: Hwy 79 mm 28: Hot Springs Fire.**
  - k. **7/12/2024: Grass & Brush Fire: 27946 Lariat Circle: SD WFS, Minnekahta Fire, Hot Springs Fire, and Cascade Fire.**
  - l. **7/12/2024: Tree Fire: Fiddle Creek: Edgemont Fire.**

*Franklin W. Maynard*  
*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 7/1/2024, 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) Argyle (road #) \_\_\_\_\_ approximately at \_\_\_\_\_.  
The road approach will serve a Residence and will be (residence, church, business, etc.)  
constructed between 7/2/2024 and 7/12/2024 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: Keogh Rash Address: Argyle Rd Lot #2  
Phone #: 808-896-6696 Signed: Keogh Rash  
(Property Owner)

TO BE COMPLETED BY FALL RIVER COUNTY HIGHWAY DEPARTMENT

Permit #: 7-1-24  
MO/DY/YR

PRELIMINARY INSPECTION: Date 7-1-24 By: Brett Blasing

Culvert Diameter 15" 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.

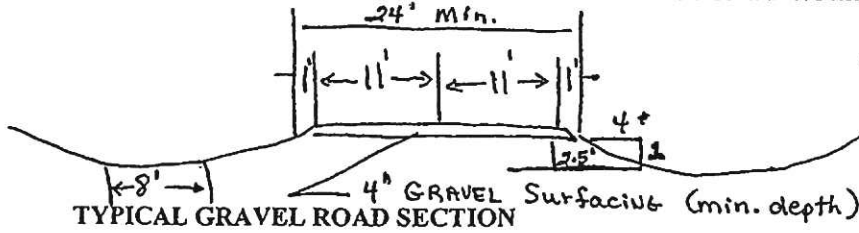
Remarks: North Side of Road

PERMIT:  APPROVED  DENIED

Brett Blasing Date: 7-1-24  
Superintendent/Foreman



FALL RIVER COUNTY HIGHWAY DEPARTMENT  
 SPECIFICATIONS FOR COUNTY ROADS AND APPROACHES

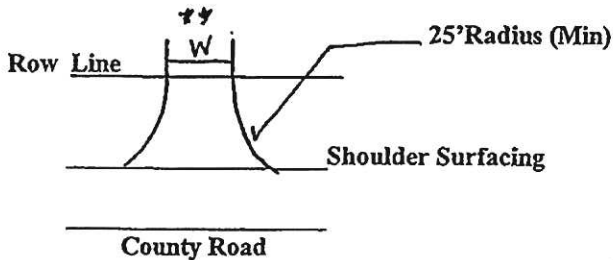


\* Maximum slope is 4 to 1 (current Standard of the South Dakota DOT Steeper slopes are subject to the Approval of Fall River County

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

The following are standards which shall be met:

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



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

Maximum W - 50'

TYPICAL APPROACH DETAIL

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

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

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







# My Shopping Cart (2)

2 Items

Secure Form

Shipment 1 (2) - Allow approx. 2-5 business days for delivery.



## Via Two Drawer Lateral Storage File with Hutch

Hudson Elm/Soft Black

Item #: 30896

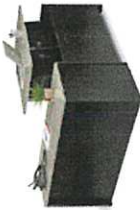


Ships Today!

- 1 + [Edit](#)

**\$929.00**

## Via Adjustable Height L-Shaped Desk with Reversible



### Return

Hudson Elm/Soft Black

Item #: 14535



Ships Today!

- 1 + [Edit](#)

**\$959.00**

We try to group items in the fewest shipments as possible. This can affect expected arrival dates for items previously added to your cart.

## Order Summary (2 Items)

Subtotal:	\$1,888.00
Shipping & Handling:	\$309.40
Tax:	TBD
<b>Estimated Total:</b>	<b>\$2,197.40</b>

[PayPal](#) As low as \$118.37/mo. [Learn more](#)

Have a Promo Code?

**Checkout**

100% Secure Payment





**Mag Chloride**

2 messages

**Highway Department** <hwy@frcounty.org>  
To: jnrosane@hotmail.com

Thu, Jul 11, 2024 at 1:19 PM

Hi Jason,

Brett wanted me to reach out and see roughly how much it would cost to do Mag Chloride on about 6 miles of road that has never been done before. He said it would have to be the full shot.

Thanks!

--  
**ANNA MACIEJEWSKI - OFFICE MGR**  
**FALL RIVER COUNTY HWY DEPT**  
**605-745-5137**

*traffic counted  
June 19<sup>th</sup> 7:00 AM 7 AM  
213 vehicles*

**Jason Rosane** <jnrosane@hotmail.com>  
To: Highway Department <hwy@frcounty.org>

Fri, Jul 12, 2024 at 10:13 PM

Full application on 6 miles would be \$40,835.52.

*6805.92 per mile*

**From:** Highway Department <hwy@frcounty.org>  
**Sent:** Thursday, July 11, 2024 1:19 PM  
**To:** jnrosane@hotmail.com <jnrosane@hotmail.com>  
**Subject:** Mag Chloride

[Quoted text hidden]

ACCOUNT DESCRIPTION	GL#	21 ACTUAL	22 ACTUAL	23 ACTUAL	3-YEAR AVERAGE	24 BUDGET	24 YTD ACTUAL	25 REQUESTED	25 APPROVED
L.524 FAIR/4H ACHIEVEMENT	10100X4291524	.00	2,900.00	3,000.00	1,966.67	3,000.00	.00		
ACCOUNT TYPE TOTALS	42	.00	2,900.00	3,000.00	1,966.67	3,000.00	.00		
FUND TOTALS	10100	.00	2,900.00	3,000.00	1,966.67	3,000.00	.00		
DEPT TOTALS	524	.00	2,900.00	3,000.00	1,966.67	3,000.00	.00		
FINAL TOTALS		.00	2,900.00	3,000.00	1,966.67	3,000.00	.00		

*3,000*

\* BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

Prepared by:  
Michael P. Ortner  
P.O. Box 629  
Hot Springs, SD 57747-0629  
(605) 745-6415

PETITION BY OWNERS TO VACATE PLAT

A. Waymon Williams and Ollie Bea Williams, husband and wife, hereby Petition Fall River County to vacate the recorded plat hereinafter described, as said persons own all of said platted property being vacated. Pursuant to SDCL 11-3-21.1, the owners submit the following:

1. The Names and addresses of the record owners of the hereinafter described platted property proposed to be vacated are A. Waymon Williams and Ollie Bea Williams, husband and wife, of 12786 Hot Brook Canyon Road, Hot Springs, South Dakota 57747.

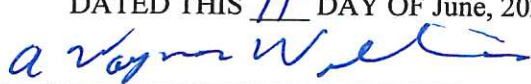
2. The description of the plat of Canyon Springs Estates is Lots 1 through 7, Homesite Tract and Nature Tract in the E1/2NE1/4NE1/4 of Section 15 and the SE1/4SE1/4SE1/4 of Section 10, all located in Township 7 South, Range 5 East of the Black Hills Meridian, Fall River County, South Dakota as recorded in the plat thereof in Book 23 of Plats, page 63 in the office of the Register of Deeds.

3. The names and addresses of the legal voters residing upon the plat proposed to be vacated is: A. Waymon Williams and Ollie Bea Williams.

4. Character and use of the plat: The platted property is located near county road 18B also know as Hot Brook Road which has existed since before 1957 and was not created by this Plat and the land provides for residential sites.

5. The entire plat is proposed to be vacated with the exception of the County Road.

DATED THIS 19<sup>th</sup> DAY OF June, 2024.



A., Waymon Williams



Ollie Bea Williams



**NOTICE OF PUBLIC HEARING ON  
VACATION OF PLAT**

NOTICE is hereby given that the Fall River County Commission has received a Petition under the provisions of SDCL 11-3-21.1 for vacation of a Plat. The Commission will hold a public hearing on said Petition at the County Courthouse, 906 North River Street, Hot Springs, South Dakota, on Thursday, July 18, 2024, at 9:30 a.m. in the Commissioners Room (the 2<sup>nd</sup> floor Courtroom) for the purpose of receiving public testimony about the action proposed in the Petition. The legal description of the location of the Plat and the action proposed in the Petition is as follows:

The legal description of the affected real property is **Canyon Springs Estates, Lots 1 through 7, Homesite Tract and Nature Tract in the E1/2NE1/4NE1/4 of Section 15 and the SE1/4SE1/4SE1/4 of Section 10, all located in Township 7 South, Range 5 East of the Black Hills Meridian, Fall River County, South Dakota as recorded in the plat thereof in Book 23 of Plats, page 63 in the office of the Register of Deeds.**

Petitioners, A. Waymon Williams and Ollie Bea Williams have requested the Fall River County Commissioners to vacate the above-described real property described as Canyon Springs Estates but to not vacate said plat as to County Road 18B also known as Hot Brook Road since before 1957.

For persons unable to attend the public hearing, information, opinions and arguments may be presented by filing them at the office of the Fall River County Auditor by 5:00 p.m. on July 8, 2024. The Board shall by resolution, determine whether the public interest will be better served by such proposed vacating of the above referred to Plat.

*Stacy Schmidt*

~~Sue Ganje~~ STACY SCHMIDT Deputy

County Auditor

Fall River County

June 20, 2024



Fall River County Resolution #2024-\_\_\_\_\_

Resolution and Order Partially Vacating Plat of Canyon Springs Estates in Fall River County, South Dakota.

Whereas, A. Waymon Williams and Ollie Bea Williams, husband and wife, have heretofore presented to the Fall River County Commission, pursuant to SDCL 11-3-21.1, a petition for vacation of a Plat described as follows:

**Canyon Springs Estates, Lots 1 through 7, Homesite Tract and Nature Tract in the E1/2NE1/4NE1/4 of Section 15 and the SE1/4SE1/4SE1/4 of Section 10, all located in Township 7 South, Range 5 East of the Black Hills Meridian, Fall River County, South Dakota as recorded in the plat thereof in Book 23 of Plats, page 63 in the office of the Register of Deeds.**

Which petition was made by the Owners of all the property of the Plat proposed to be vacated sets out that A. Waymon Williams and Ollie Bea Williams have requested the Fall River County Commissioners to vacate the Plat to the above described real property described as Canyon Springs Estates.

WHEREAS, the Fall River County Commission at a meeting of said Commission held June 20, 2024, deemed it expedient that said matter should be proceeded with, ordered said petition filed with the Auditor of said County, fixed a time for hearing on the petition at the regular meeting of the Commission on Thursday, July 18, 2024, at 9:30 a.m. and directed that notice of said hearing be published once at least 10 days prior to the hearing in the official newspaper of said County; and

WHEREAS, due and legal notice of the hearing on said petition has been given and the Commission has investigated and considered the matter and it being established that the public interest will be better served by such proposed vacation of the requested Plat and the plat property proposed to be vacated has only been used for residential purposes and the only public highway located on any of the Plat proposed to be vacated is County Highway 18B, also known as Hot Brook Road which has existed since prior to 1957 and is not dependent on this Plat for its continued existence.

WHEREAS, due to the petition being accepted by the Fall River County Board of Commissioners and the hearing date set, a portion of the property within the plat was

deeded away to a new owner after the petition was submitted, the area that A. Waymon Williams and Ollie Bea Williams currently own and wish to vacate is only Nature Tract of the published property description.

BE IT RESOLVED AND ORDERED by the Fall River County Commission, that the Plat described as follows is hereby partially vacated:

**Canyon Springs Estates, Nature Tract in the E1/2NE1/4NE1/4 of Section 15 located in Township 7 South, Range 5 East of the Black Hills Meridian, Fall River County, South Dakota as recorded in the plat thereof in Book 23 of Plats, page 63 in the office of the Register of Deeds.**

Such vacation to take effect after the 20<sup>th</sup> day after the publication of this Resolution.

Dated at Hot Springs, Fall River County, South Dakota, this 18th day of July, 2024.

APPROVED:

\_\_\_\_\_  
Joe Falkenburg, CHAIRMAN  
FALL RIVER COUNTY COMMISSION

\_\_\_\_\_  
Sue Ganje, County Auditor

56



persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

---

Michael P. Ortner  
NOTARY PUBLIC - SOUTH DAKOTA  
(SEAL)  
My commission expires: 06-15-2027

**NOTICE OF PUBLIC HEARING  
ON PARTIAL VACATION OF PLAT**

NOTICE is hereby given that the Board of County Commissioners has received a petition under the provisions of SDCL 31-3-21.1 for partial vacation of a plat. The Commission will hold a public hearing on said petition at the County Courthouse, 906 North River Street, Hot Springs, South Dakota, on Thursday, August 15, 2004, at 9:30 a.m. in the Commissioners room for the purpose of receiving public testimony about the action proposed in the petition. The legal description of the location of the Plat and the action proposed in the petition is as follows:

The legal description of the affected real property is Lots 1 through 7 and Homesite Tract in the E1/2NE1/4NE1/4 of Section 15 and the SE1/4SE1/4SE1/4 of Section 10, all located in Canyon Springs Estates, Township 7 South, Range 5 East, BHM, Fall River County, South Dakota as recorded in the plat thereof in Book 23 of Plats, page 63 in the office of the Register of Deeds.

Petitioners, Joe A. Falkenburg and Lillian Witte have requested the Fall River County Commission to vacate the above-described real property described as Canyon Springs Estates but to not vacate said plat as to County Road 11B also known as Hot Brook Road since before 1957, also referred to on said Plat as Lot H1.

For persons unable to attend the public hearing, information, opinions and arguments may be presented by filing them at the office of the Fall River County Auditor by 5:00 p.m. on August 14, 2004. The Board shall, by resolution, determine whether the public interest will be better served by such proposed vacating of the above-referred to Plat.

---

Sue Ganje  
County Auditor  
Fall River County  
July \_\_\_\_, 2024



4/09/24	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET	CARE OF AGED	AS OF APRIL	24	24 YTD	24	25	25	PAGE
ACCOUNT DESCRIPTION	GL#	21 ACTUAL	22 ACTUAL	23 ACTUAL	3-YEAR AVERAGE	BUDGET	ACTUAL	REQUESTED	APPROVED	1
4260.433 PUBLIC TRANSPORTATION	10100X4260433	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	.00			
4261.433 EDGEHONT ELDERLY MEAL	10100X4261433	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	.00	2750.00		
4262.433 HOT SPRINGS ELDERLY M	10100X4262433	2,800.00	.00	3,800.00	2,200.00	3,800.00	.00			
ACCOUNT TYPE TOTALS	42	18,300.00	15,500.00	19,300.00	17,700.00	19,300.00	.00			
FUND TOTALS	10100	18,300.00	15,500.00	19,300.00	17,700.00	19,300.00	.00			
DEPT TOTALS	433	18,300.00	15,500.00	19,300.00	17,700.00	19,300.00	.00			
FINAL TOTALS		18,300.00	15,500.00	19,300.00	17,700.00	19,300.00	.00			

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

Edgement Elderly Meals is requesting a 10% increase.

Thank you very much.

Don - Meals site Rep







ACCOUNT DESCRIPTION GL# 21 ACTUAL 22 ACTUAL 23 ACTUAL 3-YEAR AVERAGE 24 BUDGET 24 YTD ACTUAL 25 REQUESTED 25 APPROVED

4291.524 FAIR/4H ACHIEVEMENT 10100X4291524 .00 2,900.00 3,000.00 1,966.67 3,000.00 .00 *3,000*

ACCOUNT TYPE TOTALS 42 .00 2,900.00 3,000.00 1,966.67 3,000.00 .00

FUND TOTALS 10100 .00 2,900.00 3,000.00 1,966.67 3,000.00 .00

DEPT TOTALS 524 .00 2,900.00 3,000.00 1,966.67 3,000.00 .00

FINAL TOTALS .00 2,900.00 3,000.00 1,966.67 3,000.00 .00

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

4/09/24	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET	SENIOR CITIZENS (FR)EDGE	AS OF APRIL	24	24 YTD	25	25	PAGE 1
ACCOUNT DESCRIPTION	GL#	21 ACTUAL	22 ACTUAL	23 ACTUAL	24 BUDGET	ACTUAL	REQUESTED	APPROVED	
4280.525 EDG SEN CITIZ EXPENSE 10100X4280525		3,000.00	3,000.00	3,100.00	3,100.00	.00			
ACCOUNT TYPE TOTALS	42	3,000.00	3,000.00	3,100.00	3,100.00	.00			3,500.00
FUND TOTALS	10100	3,000.00	3,000.00	3,100.00	3,100.00	.00			
DEPT TOTALS	525	3,000.00	3,000.00	3,100.00	3,100.00	.00			
FINAL TOTALS		3,000.00	3,000.00	3,100.00	3,100.00	.00			

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

*Edgemont Sr Center requesting an additional \$400.00 because of expenses increasing.*

Edgmont

2023

Edgmont Senior Citizens Center Budget	2023												Totals			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
<b>Income</b>																
Coffee Fund	\$ 1,475.00	\$ 173.00	\$ 160.44	\$ 135.14	\$ -	\$ 254.00	\$ -	\$ 187.25	\$ -	\$ 113.00	\$ 130.00	\$ 86.00	\$ -	\$ 242.84	\$ -	\$ 1,481.67
Copies	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24.00	\$ -	\$ 24.00
Dividend-GWTC	\$ 315.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ -	\$ -	\$ -	\$ -	\$ 279.29
Donations	\$ 5,000.00	\$ -	\$ 100.00	\$ 28.00	\$ -	\$ 568.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 5,528.00	\$ -	\$ 200.00	\$ -	\$ 8,424.00
Dues (40 members)	\$ 1,440.00	\$ 2,116.00	\$ 324.00	\$ 72.00	\$ 108.00	\$ 72.00	\$ -	\$ -	\$ -	\$ -	\$ 75.00	\$ 72.00	\$ -	\$ 798.00	\$ -	\$ 2,889.00
City of Edgmont	\$ 3,000.00			\$ 3,000.00												\$ 3,000.00
Fall River County	\$ 3,200.00			\$ 3,100.00												\$ 3,100.00
Fundraiser - Other	\$ 1,500.00		\$ -	\$ 25.00		\$ 412.75	\$ 805.00	\$ 354.00	\$ 20.00	\$ 550.00				\$ 357.00	\$ -	\$ 2,473.75
Memorials	\$ 600.00															\$ -
Rent:WSDSS	\$ 4,200.00	\$ -	\$ -	\$ 1,400.00	\$ 350.00	\$ -	\$ 700.00	\$ -	\$ 350.00	\$ 100.00				\$ 1,050.00	\$ -	\$ 3,850.00
Rent:Cards	\$ 240.00	\$ 20.00														\$ 260.00
Rent:Ceramics	\$ 600.00		\$ 400.00													\$ 1,000.00
Rent:Church Org	\$ 300.00	\$ 300.00	\$ -	\$ 200.00	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400.00
Rent:Other	\$ 310.00	\$ -	\$ -	\$ -	\$ 95.00	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650.00
Rent:Quilters	\$ 100.00	\$ -	\$ 164.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 164.00
Rent:Unions	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ 800.00
Fundraiser - 50 <sup>th</sup>	\$ 10,998.02	\$ -	\$ -	\$ 675.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 675.00
Grant-Fed	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,998.02	\$ -	\$ -	\$ -	\$ 10,998.02
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 34,178.02	\$ 1,625.00	\$ 660.44	\$ 1,562.14	\$ 7,797.00	\$ 957.00	\$ 1,052.75	\$ 1,692.25	\$ 454.00	\$ 762.29	\$ 2,605.00	\$ 15,684.02	\$ 2,671.84	\$ 39,523.73	\$ -	\$ -

Edgemont 2023

Edgemont Senior Citizens Center	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
Expenses													
Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Anniversary 50th	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ 30.00	\$ 40.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140.00
Box rent, Safe Deposit	\$ 10.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cleaning	\$ 3,120.00	\$ 240.00	\$ 240.00	\$ 240.00	\$ 240.00	\$ 300.00	\$ 240.00	\$ 240.00	\$ 240.00	\$ 300.00	\$ 420.00	\$ 180.00	\$ 3,120.00
Coffee	\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Computer supplies	\$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34.00
Contract Labor	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electricity BH Power	\$ 3,048.00	\$ 254.00	\$ 254.00	\$ 254.00	\$ 254.00	\$ 254.00	\$ 254.00	\$ 254.00	\$ 254.00	\$ 240.74	\$ 252.00	\$ 252.00	\$ 3,028.74
Expenses Reimburse Grant	\$ 25.00	\$ -	\$ -	\$ 25.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,934.51
Dues, Chamber of Comm	\$ 35.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25.00
Fees: State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Groceries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53.74	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance Building liability	\$ 4,200.00	\$ 356.97	\$ 356.97	\$ 356.97	\$ -	\$ 1,063.81	\$ 403.23	\$ 403.23	\$ 403.23	\$ 403.23	\$ 403.22	\$ 403.22	\$ 4,911.04
Maintenance	\$ 1,500.00	\$ 180.10	\$ 26.59	\$ 41.49	\$ -	\$ 63.86	\$ 125.64	\$ -	\$ -	\$ 737.50	\$ 1,056.49	\$ -	\$ 2,231.67
News Paper	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40.00	\$ -	\$ -	\$ -	\$ -
PO Box Rent	\$ 90.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 63.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 94.00
Propane Tanners	\$ 6,500.00	\$ -	\$ 179.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies and Materials	\$ 240.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70.36	\$ -	\$ 783.01	\$ -	\$ -	\$ 9,615.81
TeleCom	\$ 1,500.00	\$ 119.71	\$ 120.52	\$ 124.12	\$ 119.93	\$ 121.87	\$ 119.64	\$ 120.10	\$ 120.28	\$ 263.67	\$ 230.96	\$ -	\$ 564.99
Trash Sander Sanitation	\$ 987.00	\$ 82.19	\$ 82.19	\$ 82.19	\$ 89.18	\$ 89.18	\$ 88.92	\$ 88.92	\$ 88.92	\$ 88.92	\$ 88.92	\$ 88.92	\$ 1,447.70
Water: City of Edgemont	\$ 1,050.00	\$ 87.48	\$ 87.49	\$ 87.49	\$ 87.49	\$ -	\$ 174.98	\$ 87.48	\$ 87.48	\$ 99.61	\$ 99.33	\$ 87.48	\$ 1,047.63
Yard Work	\$ 380.00	\$ -	\$ -	\$ -	\$ -	\$ 75.00	\$ 165.00	\$ -	\$ -	\$ 60.00	\$ 570.00	\$ -	\$ 1,075.25
Business Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38.92	\$ -	\$ 370.00
Sub-total Expenses	\$ 25,498.00	\$ 1,340.45	\$ 1,346.96	\$ 1,207.79	\$ 2,255.10	\$ 1,504.86	\$ 1,991.46	\$ 1,775.77	\$ 8,233.73	\$ 3,036.96	\$ 2,428.32	\$ 13,067.74	\$ 39,793.00
Total Income	\$ 34,178.02	\$ 1,625.00	\$ 660.44	\$ 1,562.14	\$ 7,797.00	\$ 957.00	\$ 1,052.75	\$ 1,692.25	\$ 454.00	\$ 762.29	\$ 2,605.00	\$ 16,684.02	\$ 2,671.84
Total Expenses	\$ 25,498.00	\$ 1,340.45	\$ 1,346.96	\$ 1,207.79	\$ 2,255.10	\$ 1,504.86	\$ 1,991.46	\$ 1,775.77	\$ 8,233.73	\$ 3,036.96	\$ 2,428.32	\$ 13,067.74	\$ 39,793.00
Profit (Loss)	\$ 8,680.02	\$ 284.55	\$ 315.48	\$ 354.35	\$ 5,541.90	\$ (547.86)	\$ (938.71)	\$ (83.52)	\$ (7,779.73)	\$ (2,274.67)	\$ 1,001.14	\$ 14,255.70	\$ (10,395.90)

(286.27)







ACCOUNT DESCRIPTION GL# 21 ACTUAL 22 ACTUAL 23 ACTUAL 3-YEAR AVERAGE 24 BUDGET 24 YTD ACTUAL % 25 REQUESTED 25 APPROVED

*3,000*

4291.524 FAIR/4H ACHIEVEMENT	10100X4291524	.00	2,900.00	3,000.00	1,966.67	3,000.00	.00	
ACCOUNT TYPE TOTALS	42	.00	2,900.00	3,000.00	1,966.67	3,000.00	.00	
FUND TOTALS	10100	.00	2,900.00	3,000.00	1,966.67	3,000.00	.00	
DEPT TOTALS	524	.00	2,900.00	3,000.00	1,966.67	3,000.00	.00	
FINAL TOTALS		.00	2,900.00	3,000.00	1,966.67	3,000.00	.00	

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

12/24	FALL RIVER COUNTY	GLA	3+ YEAR BUDGET WORKSHEET			COMMUNITY HEALTH NURSES			AS OF JUNE		LPHS:DA	PAGE 1
			21 ACTUAL	22 ACTUAL	23 ACTUAL	3-YEAR AVERAGE	24 BUDGET	24 YTD ACTUAL	25 REQUESTED	25 APPROVAL		
10.421	COUNTY NURSE SALARIES	10100K4110421	52,502.49	46,256.35	29,082.98	47,613.94	32,760.00	10,705.04				
10.421	CO NURSE SEC SEC	10100K4120421	3,975.31	3,125.83	2,209.93	3,103.69	2,506.00	816.65				
10.421	CO NURSE RETIREMENT	10100K4130421	3,145.29	2,577.82	1,744.99	2,557.37	1,966.00	642.31				
10.421	WOLKMAN'S COMP	10100K4140421	30.82	70.32	38.28	49.14	90.00	.00				
10.421	NURSE HEALTH INS	10100K4150421	4,343.00	4,758.00	6,154.00	5,282.33	7,008.00	2,970.00				
	INVESTMENT BLUE CROSS	10100K4151421	.00	.00	.00	.00	.00	.00				
10.421	UNEMPLOYMENT	10100K4160421	.00	.00	.00	.00	.00	.00				
10.421	NURSE DENTAL INS	10100K4180421	436.80	365.82	422.28	408.27	468.00	266.00				
	ACCOUNT TYPE TOTALS	41	65,945.71	57,046.19	39,652.38	53,911.74	44,810.00	15,334.00				
10.421	NURSES INS	10100K4210421	491.31	539.82	425.35	465.49	425.00	.00				
10.421	NURSE RENT	10100K4240421	.00	.00	.00	.00	.00	.00				
10.421	NURSE REPAIRS & MAINT	10100K4250421	.00	.00	.00	.00	.00	.00				
10.421	NURSE SUPPLIES	10100K4260421	102.49	191.02	167.17	151.56	400.00	.00				400.00
	VEL & TRAINING	10100K4270421	.00	45.67	.00	15.22	200.00	.00				200.00
10.421	NURSE UTILITIES	10100K4280421	.00	.00	.00	.00	.00	.00				
10.421	NURSE STATE PAYMENT	10100K4290421	6,539.00	.00	7,097.76	4,545.59	6,180.00	5,323.32				
	ACCOUNT TYPE TOTALS	42	7,132.80	776.51	7,690.28	5,195.86	7,205.00	5,323.32				7098
	FUND TOTALS	10100	72,178.51	57,822.65	47,342.66	59,114.61	52,015.00	20,657.32				

COUNTY TRAVEL REQUEST FORM

NAME(s): Dan Cullen VSO

CONFERENCE/WORKSHOP: 2024 SDDVA Annual workshop / training

DESTINATION: Sheraton Sioux Falls Confirmation#

DATE: 03-05 SEP 2024

CONFERENCE FEE: \$50 County paid

LODGING: \$107 x 3 = \$321.00

MEALS:	MON 04	L&D	\$34	Travel Day
	TUE 05	B,L&D	\$40	
	WED 06	B,L&D	\$40	
	THUR 07	B,L&D	\$40	

Total = \$154.00

TRAVEL MILEAGE: 796 miles x \$.295 = \$234.82 (personal vehicle)

TOTAL COUNTY EXPENSE: \$760

BENEFIT TO ATTEND: Learn about new procedures, updated VA policies, and annual certification

# Fall River County VSO 2024 2nd Quarter report

1. Attended VSO Congressional Forum April 4 at the Fort Meade VAMC.
2. Attended SDDVA mini conference April 23 at the Pennington County Care Center
3. Explained filing of claims, additional benefits, and answered questions to more than 70 veterans.
4. Filed for Burial Benefits and Headstones for four veterans.
5. Filed more than 180 disability and/or pension claims with the South Dakota State of Veterans Affairs.
6. Over \$330,000 of disability or pension awards this quarter (Monthly breakdown)

## Total Monthly Awards For Periods APR 01 2024 – JUN 30 2024

<b>For month</b>	<b>Number of awards</b>	<b>Total Amount</b>
April, 2024	18	\$35,938.93
May, 2024	25	\$50,808.08
June, 2024	12	\$31,402.60
Retroactive Amount 01 APR – 30 JUN 2024		\$212,223.64

**VETERANS SERVICE OFFICE 2025 BUDGET REQUEST**

ACCOUNT	2024	2025		REASON FOR CHANGE
	BUDGET	BUDGET REQUESTED	BUDGET REQUESTED	
4110.165 SALARIES	55,820.00	57,794.60	\$1,974.60	3% raise or standard + \$25 monthly Longevity
4341.165 POSTAGE	75.00	75.00	0	NO CHANGE NEEDED
4260.165 SUPPLY	1,000.00	1,000.00	0	NO CHANGE NEEDED
4270.165 TRAVEL	1,000.00	1,000.00	0	NO CHANGE NEEDED
4280.165 PHONE	1500.00	1,500.00	0	GWTC Contract
4340.165 EQUIPMENT	500.00	500.00	0	NO CHANGE NEEDED

GL#	ACCOUNT DESCRIPTION	21 ACTUAL	22 ACTUAL	23 ACTUAL	3-YEAR AVERAGE	24 BUDGET	24 YTD ACTUAL	%	IPBDW
10100X4110615	4110.615 WEED SALARIES	66,120.20	57,818.40	62,052.86	61,997.15	78,202.00	24,608.28	31	
10100X4120615	4120.615 WEED SOC SEC	4,705.72	4,077.64	4,407.56	4,396.97	5,982.00	1,732.44	29	
10100X4130615	4130.615 WEED RETIREMENT	3,232.92	3,116.52	3,348.12	3,232.52	4,106.00	1,421.05	35	
10100X4140615	4140.615 WORKMAN'S COMP	2,667.88	2,410.80	2,550.75	2,543.14	4,000.00	.00		
10100X4150615	4150.615 WEED HEALTH INS	4,943.00	5,682.00	6,710.00	5,778.33	7,008.00	2,970.00	42	
10100X4151615	4151.615 REIMB BC/BS	.00	.00	.00	.00	.00	.00		
10100X4160615	4160.615 UNEMPLOYMENT	.00	.00	.00	.00	.00	.00		
10100X4180615	4180.615 WEED DENTAL INS	436.80	438.62	460.42	445.28	480.00	200.00	42	
41	ACCOUNT TYPE TOTALS	82,106.52	73,543.98	79,529.71	78,393.40	99,778.00	30,931.77	31	
10100X4210615	4210.615 WEED INSURANCE	2,515.21	2,346.48	2,151.98	2,337.89	2,150.00	.00		
10100X4220615	4220.615 PRAIRIE DOG CONTROL	5,187.90	12,467.90	13,883.00	10,512.93	2,000.00	1,551.80	78	
10100X4221615	4221.615 R-O-W SPRAYING	14,551.88	5,719.00	11,166.99	10,479.29	14,000.00	.00		
10100X4230615	4230.615 WEED PUBLISHING	469.46	293.73	258.98	340.72	750.00	124.34	17	
10100X4241615	4241.615 POSTAGE LEASE	.00	.00	.00	.00	200.00	.00		
10100X4250615	4250.615 WEED REPAIRS	2,678.35	1,470.92	4,576.43	2,908.57	4,000.00	842.37	21	
10100X4260615	4260.615 WEED SUPPLIES	19,055.67	20,809.70	19,843.73	19,903.03	25,000.00	9,151.33	37	

*Good News!*

*to go!*

ACCOUNT DESCRIPTION	GL#	21 ACTUAL	22 ACTUAL	23 ACTUAL	3-YEAR AVERAGE	AS OF JUNE 24 BUDGET	24 YTD ACTUAL	25 REQUESTED	25 APPROVED
BEAVER CREEK GRANT	10100X4261615	.00	.00	.00	.00	.00	.00		
4262.615 HAT CREEK GRANT	10100X4262615	.00	.00	.00	.00	.00	.00		
4263.615 COOPERATIVE GRANT	10100X4263615	.00	.00	.00	.00	.00	.00		
4265.615 POSTAGE SUPPLY	10100X4265615	76.10	175.17	159.70	136.99	.00	100.43		
4266.615 MOSQUITO SUPPLIES	10100X4266615	992.10	483.33	1,959.13	1,144.85	.00	54.03		
4270.615 WEED TRAVEL	10100X4270615	451.70	1,767.46	1,544.56	1,254.57	1,750.00	417.96	24	
4271.615 WEED BOARD PER DIEM	10100X4271615	.00	.00	.00	.00	.00	.00		
4272.615 MOSQUITO TRAVEL	10100X4272615	.00	.00	.00	.00	.00	.00		
4280.615 WEED TELEPHONE	10100X4280615	1,595.01	1,543.16	1,630.88	1,589.68	1,700.00	804.67	47	
ACCOUNT TYPE TOTALS	42	47,573.38	47,076.85	57,175.38	50,608.54	51,550.00	13,046.93	25	
4300.615 CAPITAL ASSETS	10100X4300615	.00	.00	.00	.00	.00	.00		
4340.615 EQUIPMENT	10100X4340615	582.96	.00	.00	194.32	1,000.00	366.69	37	
4341.615 WEED GRANT EXPENSES	10100X4341615	.00	24,346.60	57,053.15	27,133.25	.00	.00		
ACCOUNT TYPE TOTALS	43	582.96	24,346.60	57,053.15	27,327.57	1,000.00	366.69	37	
FUND TOTALS	10100	130,262.86	144,967.43	193,758.24	156,329.51	152,328.00	44,345.39	29	
DEPT TOTALS	615	130,262.86	144,967.43	193,758.24	156,329.51	152,328.00	44,345.39	29	

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS



ACCOUNT DESCRIPTION	GL#	21 ACTUAL	22 ACTUAL	23 ACTUAL	3-YEAR AVERAGE	24 BUDGET	24 YTD ACTUAL	25 REQUESTED	25 APPROVED
60.434 SPOUSE ABUSE PAYMENT	22900X4290434	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	100	
91.434 VICTIM - FORENSIC MED	22900X4291434	.00	.00	.00	.00	.00	.00		
ACCOUNT TYPE TOTALS	42	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	100	
FUND TOTALS	22900	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	100	
DEPT TOTALS	434	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	100	

*\$ 7,000.00*

\* BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS



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## Re: GoRail re: Rail Crossing Elimination Notice of Funding Opportunity

1 message

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**Joe Falkenburg** <joefalkenburg@hotmail.com>  
To: Auditor Office <commissioners@frcounty.org>

Wed, Jul 10, 2024 at 2:39 PM

Sue  
Please put this on the agenda with possible action  
Thanks  
Joe

Get [Outlook for iOS](#)

---

**From:** Auditor Office <commissioners@frcounty.org>  
**Sent:** Wednesday, July 10, 2024 2:31:20 PM  
**To:** Joe Falkenburg <joefalkenburg@hotmail.com>  
**Subject:** Fwd: GoRail re: Rail Crossing Elimination Notice of Funding Opportunity

----- Forwarded message -----

**From:** **Brett Sebastian** <bsebastian@gorail.quorumoutbox.com>  
**Date:** Wed, Jul 10, 2024 at 2:17 PM  
**Subject:** GoRail re: Rail Crossing Elimination Notice of Funding Opportunity  
**To:** Joe Falkenburg <commissioners@frcounty.org>

Good Afternoon Board Chairman Falkenburg,

GoRail is very excited to announce the Notice of Funding Opportunity (NOFO) for the Railroad Crossing Elimination Program (RCE) was published today in the Federal Register and can be viewed here.

This is a combined NOFO for FY23 and FY24 and provides a total of \$1.15 billion in funding. Just over \$38 million is set aside for planning projects, and the Federal Railroad Administration (FRA) indicates they are specifically focused on planning projects seeking to advance one or more grade separations. In addition, \$229 million is set aside for projects in rural or tribal lands, and \$11 million of that is for counties with fewer than 20 residents per square miles.

Applications are due September 23, 2024.

You can also learn more about the RCE program at the GoRail Rail [Grant Hub](#). This tool helps to identify eligible projects, eligible applicants, and outlines in detail the 26 grant application requirements.

GoRail recently hosted a webinar on RCE for local and state officials. Over 500 attendees heard from the Federal Railroad Administration on the program, including application best practices. We also featured a case study of a successful grant in the Village of Franklin Park, Illinois; including local and county perspective and insight from the project's host railroad on working with railroads on grant projects. You can view a recording of the webinar [here](#).

Please let me know any additional questions and good luck with your project.

Sincerely,

Brett Sebastian

South Dakota State Director, GoRail

[Unsubscribe](#)



LEARN

## Webinar: “Crossing to Success: Navigating the Rail Crossing Elimination Program

Recording Available

GoRail hosted a webinar for local and state officials focused on the Rail Crossing Elimination (RCE) grant, a federal program available to states and communities for improving the safety and mobility of people and goods. Now approaching its second application period at the end of May, the program in its inaugural year delivered \$570 million in grants to eliminate nearly 400 rail crossings in 32 states.

Attendees heard from the Federal Railroad Administration on the program, including best practices for applicants. We also featured a case study of a successful grant in the Village of Franklin Park, Illinois; including local and county perspective and insight from the project’s partner railroad CPKC on working with railroads on grant projects.

**Jennifer Stewart**, Sponsor Outreach Specialist, Regional Outreach and Project Delivery, Office of Railroad Development, Federal Railroad Administration

**Santiago Cruz-Roveda**, Regional Outreach – Supervisor Project Sponsor Outreach, Office of Regional Outreach & Project Delivery, Federal Railroad Administration

**Nicholas A. Walny**, Director of Community Development and Zoning, Village of Franklin Park, Illinois

**Jill Kramer**, Senior Transportation and Environmental Planner, Jacobs Engineering

**Jesse Elam**, Director of Strategic Planning and Policy, Cook County Department of Transportation and Highways

**Larry Lloyd**, Senior Director of US Government Affairs at Canadian Pacific Kansas City Railway

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Crossing Elimination  
Program NOFO  
Announced

Success: Navigating the  
Rail Crossing Elimination  
Program

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[VIEW THE RECORDING](#)





## Prioritization and Considerations

### Grade Crossing Elimination Program

Railroad Approval - The Secretary shall require applicants to obtain the necessary approvals from any impacted rail carriers or real property owners before proceeding with the construction of a project funded by a grant. This requirement, however, shall not apply to planning projects if the applicant agrees to work collaboratively with rail carriers and right-of-way owners.

Primary Evaluation - In awarding grants, the Secretary shall evaluate the extent to which proposed projects would—

- (A) improve safety at highway-rail or pathway-rail grade crossings;
- (B) grade separate, eliminate, or close highway-rail or pathway-rail grade crossings;
- (C) improve the mobility of people and goods;
- (D) reduce emissions, protect the environment, and provide community benefits, including noise reduction;
- (E) improve access to emergency services;
- (F) provide economic benefits; and
- (G) improve access to communities separated by rail crossings.

Additional Considerations - In awarding grants, the Secretary shall consider—

- (A) the degree to which the proposed project will use—(i) innovative technologies; (ii) innovative design and construction techniques; or (iii) construction materials that reduce greenhouse gas emissions;
- (B) the applicant's planned use of contracting incentives to employ local labor, to the extent permissible under Federal law;
- (C) whether the proposed project will improve the mobility of—(i) multiple modes of transportation, including ingress and egress from freight facilities; or (ii) users of nonvehicular modes of transportation, such as pedestrians, bicyclists, and public transportation;
- (D) whether the proposed project is identified in—(i) the freight investment plan component of a State freight plan, as required under section 70202(b)(9); (ii) a State rail plan prepared in accordance with chapter 227; or (iii) a State highway-rail grade crossing action plan, as required under section 11401(b) of the Passenger Rail Reform and Investment Act of 2015 (title XI of Public Law 114-94); and
- (E) the level of financial support provided by impacted rail carriers.

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CROSSING ELIMINATION  
Program NOFO  
Announced

SUCCESS: NAVIGATING THE  
Rail Crossing Elimination  
Program

## Prioritization and Considerations

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## Eligible Projects

### Grade Crossing Elimination Program

The Secretary may award a grant for a highway-rail or pathway-rail grade crossing improvement project (including acquiring real property interests) involving—

- (1) grade separation or closure, including through the use of a bridge, embankment, tunnel, or combination thereof;
- (2) track relocation;
- (3) the improvement or installation of protective devices, signals, signs, or other measures to improve safety, provided that such activities are related to a separation or relocation project described in paragraph (1) or (2);
- (4) other means to improve the safety and mobility of people and goods at highway-rail grade crossings (including technological solutions);
- (5) a group of related projects described in paragraphs (1) through (4) that would collectively improve the mobility of people and goods; or
- (6) the planning, environmental review, and design of an eligible project described in paragraphs (1) through (5).

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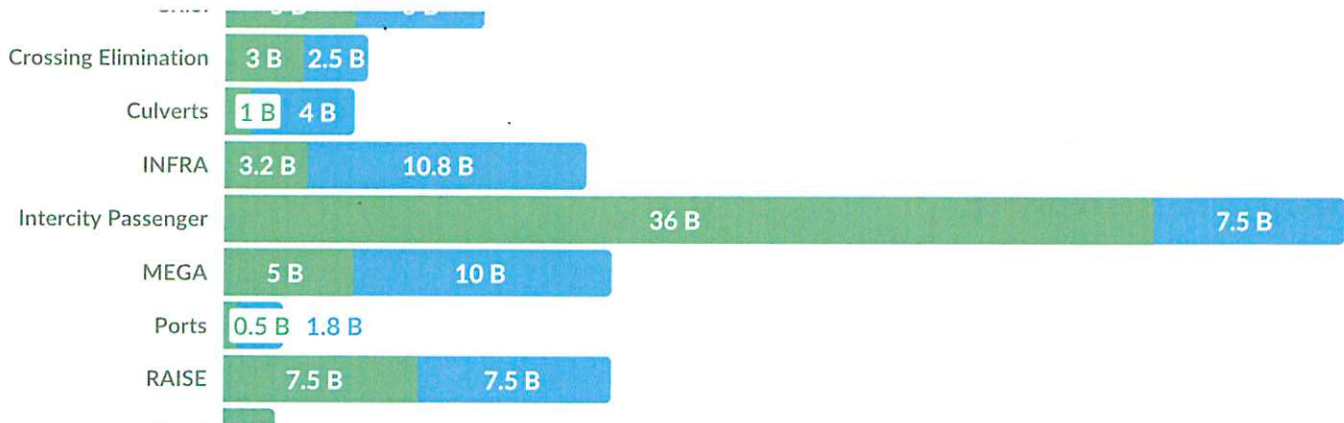
Webinar: "Navigating the  
U.S. DOT Grant Process"

## Eligible Projects

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## Consolidated Rail Infrastructure and Safety Improvements (CRISI)

PROGRAM TOTAL: \$10 BILLION

**Statutory Authority:** 49 U.S.C. 22907

**Type of Grant:** Discretionary

**Managing Agency:** Federal Railroad Administration

**Selection Status:** FY22 Selections [Announced](#) 9/25/23

**Application Status:** FY23-24 NOFO [Announced](#) 3/29/24; Deadline 5/28/24



- + Funding Set-Asides
- + Prioritization and Considerations
- + Additional Notes
- + Federal Share
- + Use of Non-Federal Funding



## Eligible Projects

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- + Federal Share
- + Use of Non-Federal Funding

# 03.

## National Culvert Removal, Replacement, & Restoration Grant\*

PROGRAM TOTAL: \$5 BILLION





- + Eligible Grantees
- + Eligible Projects
- + Funding Levels
- + Minimum and Maximum Grant Award
- + Funding Set-Asides
- + Prioritization and Considerations
- + Additional Notes
- + Eligible Projects

## Eligible Projects

### Grade Crossing Elimination Program

The Secretary may award a grant for a highway-rail or pathway-rail grade crossing improvement project (including acquiring real property interests) involving—

- (1) grade separation or closure, including through the use of a bridge, embankment, tunnel, or combination thereof;
- (2) track relocation;
- (3) the improvement or installation of protective devices, signals, signs, or other measures to improve safety, provided that such activities are related to a separation or relocation project described in paragraph (1) or (2);
- (4) other means to improve the safety and mobility of people and goods at highway-rail grade crossings (including technological solutions);
- (5) a group of related projects described in paragraphs (1) through (4) that would collectively improve the mobility of people and goods; or
- (6) the planning, environmental review, and design of an eligible project described in paragraphs (1) through (5).



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## Biden-Harris Administration Makes More than \$1.1 Billion Available to Strengthen Safety at Rail Crossings and Reduce Blocked Crossings

Tuesday, July 9, 2024

*Created by President Biden's Bipartisan Infrastructure Law, the Railroad Crossing Elimination Grant Program continues to address safety and connectivity in local communities across the country*

WASHINGTON, D.C. – The U.S. Department of Transportation's Federal Railroad Administration (FRA) today issued a Notice of Funding Opportunity (NOFO) that makes available over \$1.1 billion in Railroad Crossing Elimination (RCE) Grant Program funding. As the only competitive discretionary grant program dedicated to improving railroad crossings' safety and efficiency, the RCE Program invests in projects that construct grade separations, upgrade safety devices at crossings, or close at-grade crossings where roads and train tracks intersect. Addressing collisions and blockages at grade crossings has been a top priority for FRA – especially as growing train lengths lead to more frequent and longer blocked crossings – and the funding announced today will improve safety and access to communities separated by rail crossings.

"This program demonstrates how President Biden's infrastructure package is directly benefiting communities across America, serving to keep citizens safe and improve their quality of life," said **U.S. Transportation Secretary Pete Buttigieg**. "By making grade crossings safer or eliminating them altogether, we are acting to ensure Americans spend less time stuck in lengthy delays, can get around their neighborhoods more easily and safely, and can avoid the needless tragedies that result from collisions with trains."

Project applications will be evaluated based on factors such as whether they improve safety, increase community connectivity, enhance access to emergency services, improve the mobility of goods, strengthen supply chains, and reduce noise. At least 20 percent of RCE Program funding (around \$230 million this round) will also be set aside for projects located in rural communities or on Tribal lands, and around \$38 million will be available to fund planning projects.

"Thanks to President Biden's Bipartisan Infrastructure Law, FRA is equipped with unprecedented levels of resources to tackle long-standing issues of grade crossing collisions and blocked crossings, which create safety risks for numerous communities around the country," said **FRA Administrator Amit Bose**. "Railroads play a vital role in our nation's transportation network by moving people and goods in a sustainable and efficient way, and the funding announced today will help ensure that railroad operations are compatible with safety and mobility in the communities through which trains move."

Last year, FRA announced over 63 RCE Program grants for major projects, such as the construction of a sealed rail corridor in Houston, Texas, as well as overpasses, underpasses, and rail bridges in Pelham, Alabama; Hammond, Indiana; and Washougal, Washington. FRA has also already made available billions more in grant funding this year through the Federal-State Partnership for Intercity Passenger Rail Program and the Consolidated Rail Infrastructure and Safety Improvements Program, both of which will improve safety and efficiency on the nation's rail network.

The NOFO is on public inspection in today's *Federal Register* [here](#). Applications for funding are due 75 days after the publication date.

More information about the RCE Program and the NOFO can be found on FRA's website [here](#).

###



U.S. DEPARTMENT OF TRANSPORTATION

Federal Railroad Administration

15-118 (Rev. 07/2015) (FRA-118)

Ms. Linda K. Miller

6000 - 004

Success to Total Upkeep



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**FALL RIVER COUNTY ORDINANCE # 2024-\_\_\_\_\_**  
**AN ORDINANCE TO PROVIDE FOR TEMPORARY EMERGENCY REGULATION**  
**OF FIRE HAZARDS IN PROVO TOWNSHIP, FALL RIVER COUNTY, SOUTH**  
**DAKOTA**

**WHEREAS**, the Fall River County Commission is charged with protecting the health and safety of the citizens of Fall River County including all property situated therein; and

**WHEREAS**, the Fall River County Commission has consulted with local fire officials, law enforcement and emergency management officials concerning the threat posed by wildfires; and

**WHEREAS**, the threat of wildfires in Fall River County is such so as to pose a significant danger to the health and safety of the citizens of Fall River County including property situated therein; and

**WHEREAS**, the Edgemont Fire Chief has provided photographic evidence of burning of trash at the former Black Hills Army Depot in Provo Township (Township 10 South, Range 2 East) and/or the adjacent Unorganized Township (Township 10 South, Range 1 East), Fall River County, South Dakota; and

**WHEREAS**, the Federal Government has previously identified a Chemical Burning Pit, and other Burning Grounds previously used by the Federal Government in said Townships, and although efforts have been made to reclaim said areas, the County Commission finds that burning during June, July, August and September in Provo Township (Township 10 South, Range 2 East) and the adjacent Unorganized Township (Township 10 South, Range 1 East) both in Fall River County, South Dakota, poses a significant danger to the health and safety of the citizens of Fall River County, and of Provo Township in particular; and

**WHEREAS**, the Fall River County Commission has deemed it necessary to enact certain temporary controls to reduce the threat posed to the citizens and property of Provo Township and of Fall River County by wildfires.

**NOW THEREFORE BE IT ORDAINED BY THE FALL RIVER COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:**

**SECTION 1:** That pursuant to SDCL 7-8-20 (18) the Fall River County Commission does hereby enact this ordinance to ensure public safety on an emergency basis, effective immediately and impose a ban on all open burning and fireworks except for petroleum fueled or charcoal briquette fueled grills used for preparing food. This burn ban applies to any individual in Provo Township (Township 10 South, Range 2 East) and the adjacent Unorganized Township (Township 10 South, Range 1 East), located in southwestern Fall River County, South Dakota, outside any municipality or land within the Black Hills Fire Protection District, and is in effect when the National Weather Service has declared the South Dakota Grassland Fire Danger Index to be in the **MODERATE, HIGH, VERY HIGH or EXTREME** level. Individuals will be allowed to use gas fueled or charcoal fired BBQ grills and will be allowed open burning when the fire index is at the **LOW** level. Campfires will **NOT** be allowed on private land or licensed

commercial campgrounds. Campgrounds operated by the State of South Dakota or US Government must follow the established laws and regulations.

**SECTION 2:** That this open burning ban will remain in effect until repealed by the Fall River County Commission. Pursuant to SDCL 7-18A-2 the penalty for violating this ordinance shall include a fine not to exceed two hundred dollars for each violation and/or imprisonment for a period not to exceed thirty days for each violation: or both such fine and imprisonment. Additionally, person(s) in violation of this burn ban may be responsible for any and all suppression costs pursuant to South Dakota Law.

**SECTION 3:** That the Fall River County Commission declares an emergency and this ordinance shall be in effect immediately in order to protect the peace, health and safety of the citizens of Fall River County.

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

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Joe Falkenburg  
Chairman, Fall River Commission

ATTEST:

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Sue Ganje, Fall River/Oglala Lakota County Auditor

FYI

## SDACC Elections

Members of the South Dakota Association of County Commissioners are reminded that now is the time to consider and discuss Association elections to be held during the 2024 Convention at the Ramkota Hotel - Rapid City on September 17-18.

Elections to be held for SDACC include:

- **2<sup>nd</sup> Vice President** – West River Candidate  
(2 years East River 2025 & 2026, 1 year West River 2024,)
- **1<sup>st</sup> Vice President** - (Connie Hohn, currently 2<sup>nd</sup> Vice President)
- **President** - (Dan Klimisch, currently 1<sup>st</sup> Vice President)
- **Treasurer** – (Elected annually, currently Chad Preszler, Edmunds County Commissioner)

Nominations will also be received from the floor during convention.

Anyone interested in serving as an SDACC officer should contact a member of the SDACC Nominating Committee listed below:

Bill Floyd – Sully County – (605) 264-5475 – [bspporter66@gmail.com](mailto:bspporter66@gmail.com)

Duane Sutton – Brown County – (605) 216-0804 –

[duane.sutton@browncounty.sd.gov](mailto:duane.sutton@browncounty.sd.gov)

Lynn Deibert – Campbell County – (605) 413-3279 – [ldvd@valleytel.net](mailto:ldvd@valleytel.net)

Thank you!

## [EXT] ORC/County Discussion Meeting Follow-Up

Kristie Jacobsen <kris@sdcountycommissioners.org>

Wed 7/3/2024 2:17 PM

Cc:Kade Haley <kade@sdcountycommissioners.org>

📎 1 attachments (11 KB)

County Data Collection v1.xlsx;

*This email is being sent to all Auditors and Commission assistants.*

Good afternoon,

Over the past few years, there has been discussion regarding counties being able to participate in the state's Obligation Recovery Center (ORC) program. Representative Weisgram (Dist 24) and various others held a meeting with Reliant Capitol Solutions, the company involved in the state collection program a few weeks ago. This does require some legislative changes among other things.

In order to see if this is a viable option for counties, Reliant is requesting the below information. If your county is NOT interested in partnering in the ORC program should it become available, simply respond as such and return the survey. For those counties interested, there is also a spreadsheet attached to give them a better understanding of the debt your county is dealing with.

1. What County are you responding on behalf of?
2. Is your County interested in using the Obligation Recovery Center (ORC) to assist with the collection of bad debts?
3. Do you currently contract for debt collection?
  - a. If yes, with what entity?
  - b. Can you share what the terms of your arrangement with your debt collection entity is?
4. Are there any county specific business rules/statutes that could affect debt collection?
  - a. Do any debts have judgments?
5. Are you able to provide the following data electronically for all debts you wish to refer?
  - a. Responsible Party Name
  - b. Your Case Number/Identifier for the Debt
  - c. Nature of Debt/Type of Debt
  - d. Date Debt Incurred
  - e. Date of Default
  - f. Referred Debt Amount
    - i. Principal
    - ii. Interest
    - iii. Fees
  - g. Last known address
  - h. Last known phone number(s)
5. Will you be able to track which debts are assigned to the ORC, and if you accept direct payments for accounts assigned to the ORC, account for the additional fees which will be payable to ORC?
6. Are you able to assign a point person to manage the relationship between your county and the ORC?

Thank you for your time and efforts on this project.

**Kris Jacobsen**

Executive Director

South Dakota Association of County Commissioners  
South Dakota Association of County Officials  
211 E Prospect Avenue  
Pierre, SD 57501  
Cell: (605) 295-0713

# Counties



## Go For The

**2024 County Convention**  
**September 17-18, 2024**  
**Rapid City Ramkota Hotel**

**From:** Megan Howard <[mhoward@reliant-cap.com](mailto:mhoward@reliant-cap.com)>  
**Sent:** Monday, June 17, 2024 3:44 PM  
**To:** [Mike.Weisgram@sdlegislature.gov](mailto:Mike.Weisgram@sdlegislature.gov); [roger@demjen.com](mailto:roger@demjen.com); Kristie Jacobsen <[kris@sdcountycommissioners.org](mailto:kris@sdcountycommissioners.org)>; [gary.drewes@gmail.com](mailto:gary.drewes@gmail.com)  
**Cc:** Williams, Rachel <[Rachel.Williams@state.sd.us](mailto:Rachel.Williams@state.sd.us)>; Kettwig, Jason <[Jason.Kettwig@state.sd.us](mailto:Jason.Kettwig@state.sd.us)>; Seeley, Darin <[Darin.Seeley@state.sd.us](mailto:Darin.Seeley@state.sd.us)>; Stan Farmer <[stanfarmer@govperform.biz](mailto:stanfarmer@govperform.biz)>; Margie Brickner <[mbrickner@reliant-cap.com](mailto:mbrickner@reliant-cap.com)>  
**Subject:** ORC/County Discussion Meeting Follow-Up

Good afternoon Representative Weisgram, Roger, Kris and Gary,

As a follow-up to our previous discussion, my colleagues and I have compiled a preliminary list of survey questions and created a spreadsheet for counties to provide portfolio-specific data. We feel this survey, along with the requested data will help us better understand the types of debt to be collected, as well as the aging and potential volume.

I have incorporated feedback from Steven Kohler and am now forwarding along for the group's input at his request. We look forward to your feedback.

Sincerely,

***Upcoming Vacation***

*6/24 – 6/28*

**Megan Howard**

*Director of Administrative Services*

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