#### FALL RIVER COUNTY UNAPPROVED MINUTES OF OCTOBER 3, 2024

The Fall River Board of County Commissioners met in regular session on October 3, 2024. Present: Joe Allen, Les Cope, Joe Falkenburg, Heath Greenough, Deb Russell and Sue Ganje, Auditor.

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

The agenda was reviewed for conflicts; Greenough noted a conflict regarding the Smithwick Fire District Board appointments. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED. The full context of the meeting can be found on the County website under Commissioners at <a href="http://fallriver.sdcounties.org">http://fallriver.sdcounties.org</a>, or on Facebook, on the Fall River County's website.

Motion made by Russell, seconded by, Allen, to approve the agenda with the removal of the roofing project discussion and the addition of an application for an approach permit and an application to occupy County Right-of-Way.

Motion made by Russell, seconded by Allen, to approve the Fall River County Commission Meeting minutes from September 19, 2024.

Motion made by Allen, seconded by Russell, to approve the Auditor's Account with the Treasurer for August 2024 as follows:

551 201 27

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

Total Amount of Denosit in First Interstate Rank HS.

TO THE HONORABLE BOARD OF FALL RIVER COUNTY COMMISSIONERS: I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 31st day of August 2024.

Total Amount of Deposit in First Interstate Bank, HS:	\$	551,281.37
Total Amount of Cash:	\$	3,291.32
Total Amount of Treasurer's Change Fund:	\$	900.00
Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:	\$	33,494.24
<b>SAVINGS:</b> #4) First Interstate Bank, HS:	\$	2,202,553.15
CERTIFICATES OF DEPOSIT: #8) Black Hills Federal Credit Union, HS: #14) Schwab Treasury: #15) First National Bank, Lead:	\$ \$ \$	250,000.00 4,686,905.96 328,114.47
#25) Schwab Treasury 3 Yr:	\$	1,975,625.00

#26) Schwab Treasury 4 Yr: \$ 1,068,069.38 #27) Schwab Treasury 2 Yr: \$ 1,001,836.72

# 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	Stop payment	\$ 729.45

TOTAL \$ 12,103,762.07

Dated This 31st Day of August 2024.

/S/ Sue Ganje	/S/ Teresa Pullen
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Teresa Pullen, County

Sue Ganje, County Auditor of Treasurer of Fall River County

County Monies \$ 11,642,646.71 Held for other Entities \$ 231,687.24 Held in Trust \$ 229,428.12 **TOTAL \$ 12,103,762.07** 

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 Greenough, to set a Supplement and Contingency Hearing at 9:45 a.m. on October 17, 2024.

Motion made by Greenough, seconded by Allen, to set hearing for the 2025 Liquor and Wine License renewals for November 7, 2024 at 9:30 a.m.

Motion made by Russell, seconded by Allen, to approve the wage increase for Gary Baker, Assistant Emergency Manager, from \$16.00/hr to \$16.75/hr, effective upon completion of 2,080 hours of employment as per Union Contract.

Motion made by Allen, seconded by Russell, to approve the following anniversary wage increases: Isnalawica Belt, Chief Deputy Sheriff, from \$26.75/hr to \$27.50/hr, effective 11/03/2024; Samuel Costa,

Highway Department, from \$23.00/hr to \$23.75/hr, effective 11/08/2024; Rachel Hosterman, Sheriff's Office Administrative Assistant, from \$19.25/hr to \$20.00/hr, effective 10/26/2024. All, as per Union Contract.

Smithwick Fire District provided notice to the Board that Mike Kindred was resigning from their Board as Vice-President.

Motion made by Cope, seconded by Allen, to appoint Mandy Fleming from the Smithwick Fire District Board as Vice-President to serve out the remainder of the term. And, to appoint John Green to the Board to serve out the remainder of Fleming's term. Greenough abstained from voting.

Motion made by Russell, seconded by Allen, to deny County assistance/death expense of \$2,150.00 for CP 2024-06, payable to Chamberlain/McColley Funeral Home until more information can be obtained.

Rachel Hosterman, Sheriff's Office Administrative Assistant, met with the Board.

Motion made by Allen, seconded by Russell, to approve a new Century Business Products 60-month lease for a Kyocera Copier/Scanner/Fax for Jail/Sheriff's Office.

Hosterman then provided the jail census. There are 16 in house, 10 males and 6 females, with 1 female in Meade County for a total of 17 inmates.

Frank Maynard, Emergency Manager, met with the Board.

Motion made by Allen, seconded by Russell, to approve Fall River County Resolution #2024-69 as follows:

# FALL RIVER COUNTY RESOLUTION #2024-69 A RESOLUTION TO PROVIDE FOR TEMPORARY EMERGENCY REGULATION OF FIRE HAZARDS IN FALL RIVER COUNTY

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

NOW THEREFORE BE IT RESOLVED, that pursuant to SDCL 7-8-20 (18) the Fall River County Commission does hereby enact this resolution 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 Fall River County outside any municipality or land within the Black Hills Fire Protection District and is in effect when the fire index reaches the MODERATE, HIGH, VERY HIGH or EXTREME level as published on the Rapid City National Weather Service website. 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.

IT IS FURTHER RESOLVED, 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 resolution 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.

**BE IT FURTHER RESOLVED**, that the Fall River County Commission declares an emergency and this resolution shall be in effect immediately in order to protect the peace, health and safety of the citizens of Fall River County.

Dated this	3 <sup>rd</sup> day	of October,	2024.
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/S/ Joe Falkenburg
Joe Falkenburg
Chairman, Fall River Commission

ATTEST:

/S/ Sue Ganje

Sue Ganje, Auditor

Maynard then provided updates and reported on incidents.

Sue Ganje, Auditor, met with the Board to provide the acceptable uses for the Opioid monies that the County has received. This will be brought back to the next meeting for Commissioner input. Ganje then provided an update of the monies to be received by Fall River County for indigent defense (HB 1057) in the amount of \$36,191.33

Motion made by Allen, seconded by Russell, to approve Fall River County Resolution #2024-70 regarding travel rates, effective July 1, 2024 as follows:

#### **FALL RIVER COUNTY RESOLUTION #2024-70**

WHEREAS, Fall River County follows rates set by the State of South Dakota for mileage, meals and lodging; and

WHEREAS, new rates have been set as follows:

**Mileage:** \$0.655 per mile; \$0.295 per mile if a fleet vehicle is available but the full-time employee opts to use a private vehicle;

#### In-state meal rates of:

\$6.00 if the employee leaves before 5:31 a.m. and returns after 7:59 a.m.; \$14.00 if the employee leaves before 11:30 a.m. and returns after 12:59 p.m.; \$20.00 if the employee leaves before 5:31 p.m. and returns after 7:59 p.m.; \$40.00 Total

#### Out-of-state meal rates of:

\$10.00 if the employee leaves before 5:31 a.m. and returns after 7:59 a.m.; \$18.00 if the employee leaves before 11:30 a.m. and returns after 12:59 p.m.; \$28.00 if the employee leaves before 5:31 p.m. and returns after 7:59 p.m.; \$56.00 Total

#### Lodging In-state:

Up to \$169.00 plus tax a day from check-in

#### **Lodging Out-of-state:**

\$175.00 plus tax

NOW THEREFORE BE IT RESOLVED that the above rates are effective July 1, 2024.

Passed and approved this 3rd day of October, 2024.

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

ATTEST:

/S/ Sue Ganje

Sue Ganje

Fall River County Auditor

Motion made by Allen, seconded by Russell, to approve Fall River County Resolution #2024-71 regarding travel rates, effective October 1, 2024 as follows:

#### FALL RIVER COUNTY RESOLUTION #2024-71

WHEREAS, Fall River County follows rates set by the State of South Dakota for mileage, meals and lodging; and

WHEREAS, new rates have been set as follows:

**Mileage:** \$0.67 per mile; \$0.302 per mile if a fleet vehicle is available but the full-time employee opts to use a private vehicle;

#### In-state meal rates of:

\$6.00 if the employee leaves before 5:31 a.m. and returns after 7:59 a.m.; \$14.00 if the employee leaves before 11:30 a.m. and returns after 12:59 p.m.; \$20.00 if the employee leaves before 5:31 p.m. and returns after 7:59 p.m.; \$40.00 Total

#### Out-of-state meal rates of:

\$10.00 if the employee leaves before 5:31 a.m. and returns after 7:59 a.m.; \$18.00 if the employee leaves before 11:30 a.m. and returns after 12:59 p.m.; \$28.00 if the employee leaves before 5:31 p.m. and returns after 7:59 p.m.; \$56.00 Total

#### Lodging In-state:

Up to \$169.00 plus tax a day from check-in

#### **Lodging Out-of-state:**

\$175.00 plus tax

NOW THEREFORE BE IT RESOLVED that the above rates are effective October 1, 2024.

Passed and approved this 3rd day of October, 2024.

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

ATTEST:

/S/ Sue Ganje
Sue Ganje
Fall River County Auditor

Tony March, Highway Superintendent, met with the Board.

Motion made by Russell, seconded by Greenough, to approve the Application for Permit to Occupy County Highway Right-of-Way from Black Hills Energy from the N Angostura Rd, Twin Rock Bend Rd intersection to 20 feet west of intersection crossing 4 feet of County right-of-way coming off pole marked w/ ribbon.

Motion made by Russell, seconded by Greenough, to approve the Application for Road Approach Permit from Scott White on the west side of Black Tail Road (CR #1F) approximately ½ mile north of US Hwy 18 to serve a residence.

March then presented updates for the Highway Department. They have discontinued use of mowers and blades since the fire danger is so high. They are working on the installation of a culvert for the road that goes into the Angostura Dam area. He reported that the State of SD provided a counter for use on County roads to record the count and the speed of travel. The Highway Department has been placing them on various County roads to get average numbers. Falkenburg asked that, once the data is compiled, that March report back to the Board with numbers. March informed the Board of a "Low Boy" trailer that he will be bringing back quotes for at the next meeting. It is a semi-trailer that can haul the blades and loaders so they don't have to be driven to a sight. He also discussed a cultivator to purchase that he will be checking on to eliminate the large clumps of grass from the edges of the road being in the road.

The time being 9:30, the Fall River County Master Transportation 2025-2029 Five Year Highway and Bridge Improvement Plan hearing was held as advertised. Comments from the public included the bridge south of Oelrichs on Hwy 79, Brosz Engineering will be taking a look at it; a discussion regarding property taxes and the desire by area residents in the Shep's Canyon area to have more done for dust control.

Motion made by Greenough, seconded by Cope, to approve the Fall River County Master Transportation 2025-2029 Five Year Highway and Bridge Improvement Plan and authorize the Chairman to sign.

The time being 9:45, the Supplement and Contingency Transfers hearing took place.

Motion made by Russell, seconded by Greenough, to approve the Supplement and Contingency Resolution as follows:

FALL RIVER COUNTY RESOLUTION #2024-72 Supplemental Budget 2024, #2 Contingency Transfer 2024, #1 WHEREAS, SDCL 7-21-22 provides that the Board of County Commissioners may adopt a supplemental budget, and whereas, as due and legal notice has been given, the following Supplements to expenditures for October 03, 2024 be approved as follows: General Fund Sheriff Software 10100X4220219, \$20,937.36; Intergovernmental Expense (PILT) 10100X4260750, \$44,512.12; Pymt to Local Ed (PILT) 10100X4260850, \$90,800.40; Pymt to Local Ed (Bankhead Jones) 20100X4260850, \$6,384.82 Means of finance to be cash, and

WHEREAS, SDCL 7-21-32.2 provides that the Board of County Commissioners may adopt a transfer appropriation from the contingency budget to other appropriations, which are insufficient, a contingency transfer shall be approved and adopted to the following Departments: Court Reporter 10100X422130, \$1,490.00; Airplane Expense 10100X4290216, \$170.00; Victims Assistance 10100X4291434; Mental Illness 10100X4221445, \$1,635.00

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners to adopt the Supplemental Budget #2 and Contingency Transfer #1 for 2024.

Dated at Fall River County, South Dakota this 3<sup>rd</sup> day of October 2024.

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

ATTEST:
/S/ Sue Ganje
Sue Ganje
Fall River County Auditor's Office
With Cope voting no, all others voting yes, motion carried.

Joe Allen, Commissioner provided updates regarding the proposed Jail/Justice Center. He met with Jennifer Sietsema of the Black Hills Council of Local Government. He reported that she advised that the County would need to follow the advice or endorsement of whomever the City of Hot Springs uses for a flood plan.

Andersen Engineers met with the Board to present plats for their consideration.

Motion made by Russell, seconded by Allen, to approve Fall River County Resolution #2024-73 as follows:

#### FALL RIVER COUNTY RESOLUTION #2024-73

RUHOFF TRACT 1 AND RUHOFF TRACT 2, LOCATED IN THE E1/2SE1/4NE1/4 OF SECTION 8, T8S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA, formerly Alabaugh Acres Tract

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 3 <sup>rd</sup> day of October, 2024	Dated	this 3 <sup>r</sup>	<sup>i</sup> dav	of	October.	2024
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/S/ Joe Falkenburg
Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

/S/ Sue Ganje

Sue Ganje, Auditor

Fall River County Auditor

Motion made by Russell, seconded by Allen, to approve Fall River County Resolution #2024-74 as follows:

#### **FALL RIVER COUNTY RESOLUTION #2024-74**

### A PLAT OF CAIN TRACT, LOCATED IN THE NW1/4 SE1/4 SW1/4, SECTION 11, T7S, R4E, 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 3<sup>rd</sup> day of October, 2024.

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

ATTEST:

/S/ Sue Ganje

Sue Ganje, Auditor

Fall River County Auditor

Motion made by Allen, seconded by Russell, to approve Fall River County Resolution #2024-75 as follows:

#### **FALL RIVER COUNTY RESOLUTION #2024-75**

# A PLAT OF OLSTAD TRACT NORTH AND OLSTAD TRACT SOUTH, LOCATED IN THE SE1/4 NE1/4 OF SECTION 24, T7S, 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 3<sup>rd</sup> day of October, 2024.

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

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

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

GENERAL FUND	Anen, to approve	
A & B WELDING SUPPLY CO.	WELDING SUPPLIES/LEASE	\$108.52
AMAZON CAPITAL SERVICES	SUPPLY	\$776.63
APPLIED CONCEPTS INC	EQUIPMENT	\$84.55
BLACK HILLS CHEMICAL	SUPPLY	\$350.52
BLACK HILLS ENERGY	UTILITIES/ELECTRIC	\$4,372.19
COLBATH & SPERLICH, PC	CAAF/MAG/JUV	\$5,402.83
ELECTION SYSTEMS & SOFT	ELECTION SYSTEM SOFT	\$3,426.02
EN-TECH LLC	FUMIGATION	\$125.00
GALLS	SHERIFF SUPPLY	\$23.89
HEALTHCARE SERVICES INC	INMATE MEALS	\$19,536.00
HEIDEBRINK, LILY	TRAVEL REIMBURSEMENT	\$200.00
HOT SPRINGS ACE HARDWARE	SUPPLY	\$218.91
HUSTEAD LAW OFFICE, P.C.	CAAF	\$3,473.03
LIGHTING MAINTENANCE CO.	SUPPLY	\$219.12
MASSA DENTAL OFFICES PC	INMATE MEDICAL	\$35.00
MAVERICK TIRE & AUTO	REPAIR/MAINTENACE	\$43.27
MCGLUMPHY, ERIN	REIMBURSEMENT	\$1,701.63
MCLEODS OFFICE SUPPLY CO.	SUPPLY	\$68.66
MEADE COUNTY AUDITOR	INMATE HOUSING	\$3,325.00
MONUMENT HEALTH	AUTOPSY/MORGUE	\$500.00
NORTON, TINA	CONTRACT NURSE INMATE	\$1,325.00
OTIS ELEVATOR COMPANY	SERVICE	\$578.27
PENNINGTON COUNTY JAIL	TRANSPORTATION	\$542.00
DEPT OF AG & NATURAL RES.	PRAIRIE DOG CONTROL	\$6,400.00
SD SHERIFF'S ASSOCIATION	24 FALL SHERIFF CONF	\$135.00
SERVALL	RUG SERVICE	\$458.58
SOUTHERN HILLS LAW PLLC	CAAF	\$3,415.65
STEVENS, MIKAYLA	BLOOD DRAW	\$75.00
VERIZON WIRELESS	CELL PHONE PLAN	\$836.30

FEES, IRMA	BLOOD DRAW	\$75.00
COMMISSION	WAGES & BENEFITS	\$5,637.99
AUDITOR	WAGES & BENEFITS	\$27,713.98
TREASURER	WAGES & BENEFITS	\$21,586.30
ST ATTY	WAGES & BENEFITS	\$22,088.44
MAINTENANC	WAGES & BENEFITS	\$13,283.02
ASSESSOR	WAGES & BENEFITS	\$22,360.64
REG/DEEDS	WAGES & BENEFITS	\$15,952.62
VET'S	WAGES & BENEFITS	\$5,286.66
GIS	WAGES & BENEFITS	\$5,888.01
SHERIFF	WAGES & BENEFITS	\$66,726.41
JAIL	WAGES & BENEFITS	\$50,698.62
CORONER	WAGES & BENEFITS	\$526.34
EXTENSION	WAGES & BENEFITS	\$3,269.21
WEED	WAGES & BENEFITS	\$7,424.59
WLED.	TOTAL FOR GENERAL FUND	\$326,274.40
COUNTY ROAD & BRIDGE FUND	TOTAL FOR GENERAL FORD	ψ520,274.40
A & B WELDING SUPPLY CO.	WELDING SUPPLIES/LEASE	\$90.40
AMAZON CAPITAL SERVICES	SUPPLY	\$77.78
BLACK HILLS ELECTRIC	UTILITIES SMITHWICK	\$40.15
BLACK HILLS ELECTRIC  BLACK HILLS ENERGY	UTILITIES/ELECTRIC	\$315.77
BOMGAARS	SUPPLY	***
BUTLER MACHINERY CO.		\$202.73
Supplied Court Court of the Cou	SUPPLIES/REPAIRS	\$290.23
FORWARD DISTRIBUTING	SUPPLIES/PARTS	\$37.05
FALL RIVER CTY TREASURER	EQUIPMENT	\$26.70
HOT SPRINGS ACE HARDWARE	SUPPLY	\$51.79
CITY OF HOT SPRINGS	WATER HWY71A/OLD79	\$1,002.55
MARTY'S TIRE & AUTO BODY	SERVICE	\$1,100.00
MAVERICK TIRE & AUTO	REPAIR/MAINTENACE	\$224.51
MENARDS	SUPPLY	\$224.04
NEWMAN SIGNS INC.	SIGNAGE	\$2,597.96
RAPID DELIVERY	REPAIR/MAINTENANCE	\$15.20
SAFETY-KLEEN SYSTEMS, INC	PARTS WASHER LEASE	\$432.79
STURDEVANT'S AUTO VALUE	PARTS/SUPPLY	\$118.39
VERIZON WIRELESS	CELL PHONE PLAN	\$42.72
CRBR ADMIN	WAGES & BENEFITS	\$12,312.02
CRBR HWY	WAGES & BENEFITS	\$51,895.87
	TOTAL FOR COUNTY ROAD & BRIDGE FUND	\$71,098.65
24/7 SOBRIETY FUND		
24/7	WAGES & BENEFITS	\$2,432.85
	TOTAL FOR 24/7 SOBRIETY FUND	\$2,432.85
911 SURCHARGE REIMBURSEMENT		
VERIZON WIRELESS	CELL PHONE PLAN	\$42.72

	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	\$42.72
EMERGENCY MGT		
AMAZON CAPITAL SERVICES	SUPPLY	\$103.10
HOT SPRINGS ACE HARDWARE	SUPPLY	\$6.46
VERIZON WIRELESS	CELL PHONE PLAN	\$128.16
DISPATCH	WAGES & BENEFITS	\$36,007.20
F.R. EMERG.	WAGES & BENEFITS	\$8,778.98
	TOTAL FOR EMERGENCY MGT	\$45,023.90
	TOTAL FOR BILLS PAID BETWEEN 09/20 AND 10/03/2024	\$444,872.52

Break was taken at 10:15 a.m. The meeting resumed at 10:21 a.m.

The County Assistance/Death Expense application was revisited at this time as more information had been obtained.

Motion made by Russell, seconded by Allen, to approve County assistance/death expense of \$2,150.00 for CP 2024-06, payable to Chamberlain/McColley Funeral Home. With Cope and Greenough voting no, all others voting yes, motion carried.

Joe Falkenburg, Commissioner, then asked for Public Comment. Rachel Hosterman, Sheriff's Department Administrative Assistant, wanted to reiterate Greenough's statement saying that building a new Jail/Justice Center (A Critical Access facility) across the street from the Courthouse would be putting staff and inmates in danger due to potential for future flooding.

Teresa Pullen, Treasurer, met with the Board

Motion made by Russell, seconded by Allen, to rescind Fall River County Resolution #2007-33 as follows:

## FALL RIVER COUNTY RESOLUTION #2007-33 Resolution Reinstating Sale of Tax Certificates.

WHEREAS, since 1897 the State of South Dakota has authorized counties to sell tax certificates on unpaid delinquent property taxes, and

WHEREAS, the Legislature in 2006 adopted a law prohibiting such sale after July 1, 2006, and

WHEREAS, the Legislature in 2007 decided that it should be up to the individual counties to decide whether or not they will sell tax certificates; and

WHEREAS, the ability to sell tax certificates will allow Fall River County more flexibility in its collection of delinquent property taxes;

NOW, THEREFORE, BE IT RESOLVED, that the Fall River County Commission in accordance with SDCL 10-23-28.1 hereby waives the provisions of said Section 10-23-28.1 that prohibits the sale of tax certificates.

Passed and approved this 3<sup>rd</sup> Day of July, 2007.

/S/ Michael P. Ortner
Michael P. Ortner, Chairman
Board of County Commissioners
Fall River County

ATTEST:

\_/S/ Sue Ganje

Sue Ganje, County Auditor

Fall River County

Motion made by Allen, seconded by Russell, to rescind Fall River County Resolution 2016-11A as follows:

#### **RESOLUTION 2016-11A**

FOR THE ESTABLISHMENT OF AN ADMINISTRATIVE FEE FOR CERTAIN TITLE SERVICES

WHEREAS, by motion of the Fall River County Commission, effective June 1, 2016, the Fall River County Commissioners establish an administrative fee of \$25.00 for certain title transfers that are processed in the Fall River County Treasurer's Office; and

WHEREAS, the fee was set for individuals or businesses permanently or temporarily residing outside the State of South Dakota or who only have a personal mailbox address in South Dakota and who have decided to utilize South Dakota as their state of choice for vehicle titling and registration; and

WHEREAS, the Fall River County Treasurer does not charge the fee to active military providing military ID's or to residents of Fall River County.

NOW THEREFORE BE IT RESOLVED, that the Fall River County Treasurer's Office charge the \$25.00 administration fee effective June 1, 2016.

Dated this 9th day of June, 2016.

/S/ Joe Falkenburg
Joe Falkenburg, Vice-Chairman
Fall River County Commissioners

ATTEST:

/S/ Sue Ganje

Sue Ganje, Fall River County Auditor

Motion made by Allen, seconded by Russell, to rescind Fall River County Resolution #2014-36 as follows:

### FALL RIVER COUNTY RESOLUTION #2014-36 A RESOLUTION ADOPTING THE AUTHORITY TO PUBLISH ALL DELINQUENT TAXES

WHEREAS, the Fall River County Treasurer is charged with the responsibility to collect real estate and mobile home taxes, and when any such taxes become delinquent, a tax certificate is issued, and

WHEREAS, Fall River County Resolution #2007-33, dated July 3, 2007, in accordance with S.D.C.L. 10-23-28.1, waived the provisions of said section 10-23-28.1 that prohibited the sale of tax certificates, and

WHEREAS, S.D.C.L. 10-22-2 requires the annual publication of the list of delinquent taxpayers, and

WHEREAS, the determination has been made by the County that not all delinquent taxes have a valid certificate number. This certificate number is needed for the sale of delinquent taxes to a third party, or, enables the County Treasurer to start the proceedings to procure a tax deed on the real property, and

WHEREAS, Fall River County, by motion on October 2, 2014, approved a two-year moratorium on selling tax sale certificates to third parties for taxes payable in 2014 and 2015, and

WHEREAS, S.D.C.L. 10-23-2.3 allows for the publication of information on delinquent taxes, including the name, address, amount of taxes, penalties and interest, and the years that taxes were due, now

THEREFORE BE IT RESOLVED, that the Fall River County Board of Commissioners, in accordance with S.D.C.L. 10-23-2.3, authorizes the publication of all delinquent taxes, to be published each year that a tax certificate is outstanding until such time that a tax deed is issued, or a moratorium on the sale of tax certificates no longer exists.

Dated this 4th day of December, 2014

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

ATTEST:

/S/ Sue Ganje

Sue Ganje, Fall River County Auditor

Pullen then informed the Board that 2 full-time employees had quit in the last 2 weeks. She will need to fill these positions.

Motion made by Russell, seconded by Allen, to approve advertising for 2 full-time positions in the Treasurer's Office.

Pullen went on to let the Board know that she would like to hire a part-time position to be paid out of Fall River County. After some discussion, it was decided that she would put it on the next agenda.

Motion made by Russell, seconded by Greenough, to enter into Executive Session as per SDCL 1-25-2 (1) personnel and SDCL 1-25-2 (3) legal at 10:41 a.m.

Falkenburg declared the Board out of Executive Session and the meeting adjourned at 11:06 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 September 2024.

Total Amount of Deposit in First Interstate Bank, HS:	\$	853,781.21
Total Amount of Cash:	\$	3,086.32
Total Amount of Treasurer's Change Fund:	\$	900.00
Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:	\$	37,247.64
SAVINGS: #4) First Interstate Bank, HS:	\$	2,207,518.64
CERTIFICATES OF DEPOSIT: #8) Black Hills Federal Credit Union, HS: #14) Schwab Treasury: #15) First National Bank, Lead: #25) Schwab Treasury 3 Yr: #26) Schwab Treasury 4 Yr: #27) Schwab Treasury 2 Yr:  Itemized list of all items, checks and drafts that have been in the Treasurer's possession over three days:	\$ \$ \$ \$ \$ \$	250,000.00 4,692,952.51 328,114.47 1,983,750.00 1,076,241.56 1,005,484.38
Register of Deeds Change Fund: Highway Petty Cash: Election Petty Cash:  RETURNED CHECKS: Hannah Thomas Suter, Debbie Stop payment	\$ \$ \$ \$ \$	500.00 20.00 15.00 426.01 729.45
TOTAL	\$	12,440,767.19

Dated This 30th Day of September 2024.

/S/ Sue Ganje /S/ Teresa Pullen

Sue Ganje, County Auditor of Teresa Pullen, County Treasurer

of Fall River County of Fall River County

County Monies \$ 11,388,725.92 Held for other Entities \$ 872,421.49 Held in Trust \$ 179,619.78 TOTAL \$ 12,440,767.19

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.



#### HOT SPRINGS VOLUNTEER FIRE DEPARTMENT

(605) 745-4333 202 NORTH GARDEN STREET HOT SPRINGS, SOUTH DAKOTA 57747

October 11, 2024

To Whom it may concern:

Pursuant to SDCL 22-25-24 & 25 local raffles need to provide a notice to the city and county governments where the raffle is being held.

Hot Springs Volunteer Fire Department would like to submit a raffle notice to the city of Hot Springs and Fall River County, South Dakota to raise funds for the Hot Springs Volunteer Fire Department. The raffle will be conducted in the form of a rubber duck race, held on December 6<sup>th</sup>, 2024.

Organization Name and address:	Hot Springs Volunteer Fire Department/202 North Garden Street Hot Springs South Dakota 57747
Contact Name, number, and email Address:	Seth Stevens/6058900932/ hsvfdinc@gwtc.net
Date of event:	December 6 <sup>th</sup> 2024
Location of event:	Race will be conducted between the Minnekahta bridge and Centennial Park. Winner announced at the Hot Springs Fire Hall address provided above.
Cost of Duck:	\$100 each
Prize value:	The Prize is 10% of the money taken in by the duck sales. The other 90% will be retained by the Hot Springs Volunteer Fire Department.
Proceeds used for:	Hot Springs Volunteer Fire Department.

Respectfully Submitted,

Seth T. Stevens

**Hot Springs Chief Four** 



# 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: October 17, 2024

Subj: Commission Update

- <u>LEMPG Single Signature Form:</u> Request approval to have the Chairman sign the 2024 4<sup>th</sup> Qtr. Single Signature form.
- 2. <u>HPM Grant:</u> SD OEM notified us that we still have \$3,000 from the 2023 grant left to spend. It can be used for training or equipment.
- 3. <u>LEMPG Reimbursement:</u> The 2024 Local Emergency Management Performance Grant (LEMPG) first thru third quarter reimbursement of \$38,491.48 has been issued for Fall River County. The fourth quarter amount will be issued in late November. (attachment)

#### 4. Fires & Incidents:

a. 10/7/2024: Smoke Call: Battle Mtn., Hot Springs: Hot Springs Fire, SD WFS.

b. 10/7/2024: Grass Fire: Provo Area: Edgemont Fire, SD WFS, and Fall River Sheriff.

Franklin W. Maynard, CEM, CFM

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

#### STATE OF SOUTH DAKOTA DEPARTMENT OF PUBLIC SAFETY - OFFICE OF EMERGENCY MANAGEMENT LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT

### **Quarterly Report Single Signature Sheet** Fall River County Quarter Quarterly Report I certify that I have reviewed the work plan and documentation as reported in this quarterly activity report and have found it to comply with the goals, objectives and requirements as identified in the Local Emergency Management Performance Grant. I further certify that the hours of the Emergency Management staff indicated on their respective time sheets are true and correct and in accordance with policy and necessary signatures are in place and complete. County Commission Chairperson Date 85-21 In submitting this claim, the claimant represents that justification to support this claim is contained in the approved jurisdictions work plan. I certify that all hours recorded on included time sheets are accurate and were worked in performance of emergency management activities. I further certify that all claims listed on this grant reimbursement request have been paid without use of federal funds, and I allow the submitted costs to be used to match the state EMPG grant. Salary & Benefits I certify all claims have been paid and proof of such payment is on file in the office of the County Auditor. I also certify that the emergency manager(s) has/have worked the required hours per the Schedule of Required Hours for the months that this report is produced for. These claims represent the COUNTY SHARE of emergency management salary and benefits only. 10/10/24 Date

Failure of the county/district to accomplish the objective and work requirement set forth in the LEMPG Agreement, submit the required paperwork and documentation, and forward this report within established guidelines without adequate justification and acceptance by the State, will subject the county to the withholding of funds, from whatever source, provided under this agreement.

County Auditor

# em@frcounty.org

Miller, Allan <Allan.Miller@state.sd.us> From: Sent:

Thursday, October 10, 2024 12:40 PM

em@frcounty.org

Petersen, Brandy

2024 LEMPG Reimbursement

**Subject:** 

<u>ن</u>

Under the 2024 Local Emergency Management Performance Grant, a reimbursement request has been submitted to the State Auditor for your county in the amount of \$38,491.48 covering the first three quarters. Please allow 30 days for processing. If you have any questions regarding this payment, please contact your Regional

Coordinator.

Thanks, Allan

Allan Miller, MEP

South Dakota Dept. of Public Safety | Office of Emergency Management Response Branch Chief

1ffice: 605.995.8990

Email: allan.miller@state.sd.us

Fallow DEM on

Click here for a two question customer experience survey.

Confidentiality Notice: The information contained in this email is confidential or privileged material and is intended only for use by the individual or entity to which it was addressed. Use or distribution of information contained in this email by any other individual or entity not intended to receive this is strictly prohibited.

### Fall River County VSO 2024 3rd Quarter report

- Attended SDDVA Annual Conference 3-5 September in Sioux Falls.
- 2. Met with and explained filing of claims, additional benefits, and answered other pertinent questions to more than 80 veterans in County office.
- 3. Filed for Burial Benefits and Grave Memorials for five veterans.
- 4. Assisted several Veterans in filing for their military records from the National Personnel Records Center to provide evidence in filing claims.
- Filed 162 disability and/or pension claims with the South Dakota State of Veterans Affairs.
- 6. Over \$587,617 of disability or pension awards this quarter (Monthly breakdown)

Total Monthly Awards For Periods JUL 01 2024 - SEP 30 2024

For month July 2024	Number of awards 32	<b>Total Amount</b> \$ 57,664.29
August 2024	23	\$ 36,478.53
September 2024	38	\$ 76,286.73
Retroactive Amounts 01 JUL - 30 SEP 2024		\$417,189.08

Deals

Shop Prime deals now Lists

Try Business Prime

Computers

Laptops

Desktops

Monitors

**Tablets** 

Computer Accessories

PC Components

PC Gaming

Big deals on pre-loved laptops

Shop Amazon Renewed

Electronics > Computers & Accessories > Computers & Tablets > Desktops > Towers



Roll over image to zoom in

Jell OptiPlex 7010 7000 Tower usiness Desktop Computer, 13th ien Intel 14-Core i5-13500 (Beat 7-12700), 32GB DDR4 RAM, 1TB 'Cle SSD, DVDRW, WiFi Adapter, thernet, Keyboard & Mouse, Vindows 11 Pro

sit the Dell Store

447 ratings | Search this page

Typical price: \$849.00 Details **Isiness Price** \$815.00 **FREE Returns** 

You Save: \$34.00 (4%)

Prefer to be invoiced for your order? Choose Pay by Invoice as your payment method at checkout.



Buying multiple items? Go to multi-select

Size: 32GB DDR4 RAM, 1TB PCIe SSD

4GB DDR4 RAM, 512GB PCIe SSD

16GB DDR4 RAM, 512GB PCIe SSD \$770.00

SSD \$815.00

64GB DDR4 RAM, 1TB PCIe

32GB DDR4 RAM, 1TB PCIe

SSD \$915.00

64GB DDR4 RAM, 2TB PCIe

SSD \$995.00

Brand Dell

Operating Windows 11 Pro

System

**CPU Model** Intel Core i5 2.5 GHz

**CPU Speed** Cache Size 24 MB \$815.00

**FREE Returns** 

FREE delivery October 11 - 16. Details

Deliver to Fall - Hot Springs

In Stock

Qty: 1

Buying in bulk?

Add to Cart

**Buy Now** 

Secure transaction

Ships from and sold by NYpro Distribution.

Seller Credentials: 889 certification

Return policy:

30-day refund/replacement

Add a Protection Plan:

- 2 Year B2B Desktop Computer Protection Plan for \$76.99
- 3 Year B2B Desktop Computer Protection Plan for \$98.99
- 4 Year B2B Desktop Computer Protection Plan for \$115.99

Add to List



# New 2024 PITTS Lowboy Trailer LB51-33CSHYD For Sale

Stock # LB51-33CSHYD

\$46,500

#### LMI, LLC

#### **Popularity Stats**

- Seen 2 times (last 30 days)
- Be the first user to .
- The price has not decreased recently

#### Description

Stock # LB51-33CSHYD

2024 PITTS, LB51-33CSHYD Semi-Trailers - Lowboy Trailers, LB51-33CSHYD, 51 Ton Contractor Special Neck, 33" Loaded Deck Height, Self Contained Hydraulic Ramps, 30' Flat Deck, 8'6" Upper Deck, 4' Beavertail, Apitong Wood Floor, 17.5 Tires Same spec with Spring Ramps call for pricing 35 Ton Trailer also available Prices are plus FET LMI is your go to source for semi-truck trailers located in Waverly, Tennessee! We have been family owned and operated since 1980. We are North America's largest stocking dealer of lowboy trailers. We are proud to be ranked #1 in New Trailer Sales for Pitts Trailers since 2009, Dorsey's Top Dealer since 2015, Jet's largest detach dealer, and Landoll's Top 3 Dealer since 2019. Our inventory also includes new and used forestry, scrap, and material handling equipment and trailers, and we re proud to be an authorized dealer for Barko, Robotec, CSI, and Demco. We also carry parts for the equipment lines we carry. Give us a call today and we will get your parts shipped out quickly. Need your purchase moved? We have a network of over the road trucks to get your trailer to you ASAP! Need your purchase financed? We offer financing options to fit your needs. We accept and welcome used trade-in trailers, as well as purchase used trailers. Our location stocks and install on-demand the following: toolboxes, ramp kits, chains, binders, straps, bungees, bulkheads, headache racks, tarps, sliding tarp systems, aluminum wheels, new and used tires, everything you would need for your flatbed, drop deck or lowboy. Check out our inventory online. If you don't find what you're looking for, contact us and we'll help you track it down. We look forward to serving you!, Spring Suspension, Steel Composition, Apitong Floor, , L x W x H: 49 x 102 x

Message from LMI, LLC

We are located in Waverly TN, feel free to check us out and explore our wide variety of inventory!

LMI, LLC

**Detailed Specifications** 

Condition:

New

Year:

2024

Make:

PITTS

Model:

LB51-33CSHYD

Class:

TRAILER

Category:

**Lowboy Trailer** 

Location:

Waverly, TN

Suspension:

Spring

Stock

Number:

LB51-33CSHYD

VIN:

LB51-33CSHYD

Trailer

Length:

49

Trailer Width:

102

**Front Tire** 

Size:

235/17.5

**Rear Tire** 

Size:

235/17.5

#### See more Trucks from this dealer Q

\$46,500

\$46,500

\$54,500

\$46,500

\$46,500

\$40

2024 PITTS LB51-33CS-HYD RA.. LMI, LLC 986 mi aw

2024 PITTS LB51-33CSH Lowboy... LMI, LLC 986 mi away

2024 PITTS LB51-22DC Lowboy ... LMI, LLC 986 mi away

2024 PITTS LB51-33CS-H Lowbo.. LMI, LLC 986 mi awa

2024 PITTS LB51-33CS HYD Low... LMI, LLC 986 mi away

202-LMI,

#### LMI, LLC

We are located in Waverly TN, feel free to check us out and explore our wide variety of inventory!

Call 1-888-594-7970

Commercial Truck Trader Discialmer: The information provided for each listing is supplied by the seller and/or other third parties, CommercialTruckTrader.com is not responsible for the accuracy of the information. Please refer to the Commercial Truck Trader Terms of Use for further information.





**Quote No:** 

101424C

**Customer:** 

Tony

Date:

Oct 14 2024

Terms: Est. Completion: Cash In Stock

Ship To:

57747

\* Freight charge subject to change at time

of delivery \*

Company:

LMI TENNESSEE LLC (LM4298)

5492 HWY 70 WEST WAVERLY,

TN 37185

Attn. Chris Christman

931-296-9944

#### LB51-33CS | Fixed Neck Trailer

Fixed Neck 51 Ton Capacity with 33" Loaded Deck Height, Sloped Ramp

base price: \$55,429.00 | weight: 17,000 lbs | length: 49' 0"

Status: Published

Gooseneck	Fixed Neck To Deck Connection, Full Width Wood Filled Top Deck, Full Width 21deg Steel Smooth Plate, Wood Filled Between Main Beams With Loading Slope And Traction Bars, 84 Swing Radius, Landing Gear - Two Speed - 50,000 Lbs. Toolbox In Front Of Neck			
Feature	Description	Price	Weight (lbs)	Length (in)
Gooseneck Transition	Full Width 21 Deg Steel Smooth Plate With Traction Bars	STD	0.00	0.00
King Pin Height	48"	STD	0.00	0.00
King Pin Setting	18"	STD	0.00	0.00
Swing Clearance	84	STD	0.00	0.00
King Pin Plate	5/16 Plate	STD	0.00	0.00
Landing Gear	Two Speed - 50,000 Lbs.	STD	0.00	0.00

Main Deck	Main Longitudinal Members 18" Fabricated With Positiv Deck Design 8" I-Beam Crossmembers 1 1/2" Nominal A With Beavertail And Ramp Off The Rear.			
Feature	Description	Price	Weight (lbs)	Length (in)
Loaded Deck Height	33" (Ground Clearance 17")	STD	0.00	0.00
Deck Length	30'	STD	0.00	0.00
Main Deck Flooring	Covered 1 1/2" Nominal Apitong	STD	0.00	0.00
Deck Width	8'6" Wide	STD	0.00	0.00
Widening Brackets	None	STD	0.00	0.00
Dovetail	4' Steel With Traction Bars	STD	0.00	0.00
Rear Loading Ramps	Hydraulic 96" X 36" Wood Filled (Self-Contained Electric Over Hydraulic Pump. Requires A Dedicated Two Pole 2 Gauge Cable From The Truck)	\$4,875.00	975.00	0.00

Axles	(3) Heavy-Duty Axles 22,500 Lbs. Nominal Capacity Per Axle (GAWR Determined By Suspension Type, Brakes, Tires And Other Components), Tapered Spindle Axles, Hub-Piloted 8-Long Stud Mount, Outboard Cast Drums, Auto Slack Adjuster.			-Piloted
Feature	Description	Price	Weight (lbs)	Length (in)
Axle Spacing	49"	STD	0.00	0.00

I, 2:47 PM	PQS   Pitts Quoting System			
Suspension	Heavy Duty Mechanical Steel Leaf Spring	STD	0.00	0.00
Brakes	12 1/4" X 7 1/2", Heavy-Duty Brake Drums, Outboard Mount, Automatic Slack Adjusters, Type 30/30 Parking Brakes On (2) Axles	STD	0.00	0.00
Tires	235/75R 17.5 H-Ply Tires	STD	0.00	0.00
Wheels	(12) Steel Disc Wheels 6.75 X 17.5	STD	0.00	0,00
Wheel Wells	Covered W/ Steel Plate & Traction Bars	STD	0.00	0.00
Electrical	Fully Sealed Wiring Harness With LED Lights, Marker Lights And Mid-Turn Signals, (3) Oval Stop, Tail And Turn Lights Per Side On Rear	STD	0.00	0.00
Strobe	No Amber Strobes	STD	0.00	0.00
Protective Coating				
Feature	Description	Price	Weight (lbs)	Length (in)
Metal Prep	White Blasted And Cleaned Prior To Painting	STD	0.00	0.00
Primer	PPG 2-Part Primer	STD	0.00	0.00
Paint	2-Part PPG Black Acrylic Urethane	STD	0.00	0.00
Miscellaneous				
Feature	Description	Price	Weight (lbs)	Length (in)
Load Securement	16 Bent D' Rings	STD	0.00	0.00
Totals				
		Price	Weight (lbs)	Length (in)
	Subtotal:	\$60,304.00	17,975 lbs	49' 0"
	Discount:	\$-13,804.00		
	Trailer Total:	\$46,500.00		
	Fet:	Exempt		
	Sales Tax:	Out State \$3,400.00		
	Freight: Quantity:	\$3,400.00		
	Grand Total:	\$49,900.00		

Purchaser's confirmation (		D∩#-	Data: / /
Purchaser's confirmation (	Stubature).	P()#:	Date: / /

Weights supplied are ±3%. All specifications are subject to change without prior notification. All dimensions and weights are approximate. Axle placement and legal load ratings are dependent upon federal, state, and local regulations, GVWR, and tire ratings. Copyright © 2023 Pitts Enterprises, Inc. (published).

All rights reserved.

1/4/24,

# South Dakota Association of Towns and Townships Along with South Dakota Local Transportation Assistance Program Invites you to:

### The Road Show, Conference and Annual Meeting

Dat Wh					
	The first morning is dedicated to SDLTAP providing guidance on:				
	*gravel quality and maintenance * emergency & soft spot repairs *shoulder pulling *culvert maintenance & construction *permitting				
	Other Presentations: (subject to change) What to Know About US Fish & Wildlife Easements Rural Access Infrastructure Fund (RAIF) Annexation Use & Process Rural Economic Development				
	The 2nd Day topics include: (subject to change)  * Township Officer Roles & Procedures				
۰	******* <mark>Registrations Due by November 10th ****SDATAT office: 605-353-1439</mark> ******* 8:30 am Registration Road Show begins at 9:00 am				
SDAT	AT ANNUAL MEETING REGISTRATION FORM SDATAT PO Box 903 Huron SD 57350				
Thur	sday Dec. 5th & Friday Dec. 6th, 2024 Email: SDATAT @sdtownships.com				
Name_ Addres					
Email_	X the meals you should be served.				
	0 late fee after November 10th, 2024  Amount Included:				
00	Day 1 @ Lunch - \$30 Full Registration (Day 1 & Day 2) - \$110  Day 1 & Evening Banquet - \$70 Day 1 Lunch Day 1 Evening Banquet  Day 2 Breakfast Day 2 Lunch				
0	Day 2 Only \$40				
	O Breakfast O Lunch				

**FAXED BID: 6057454188** 

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

DATE: 10/01/2024

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

BID FOR:Approx. 8,000 Gallons DYED #2 DSL

AMOUNT OF BID: 2.69/galler
(This bid includes all appropriate taxes and fees)

# \* Awarded \*

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

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

Thank You

FAX: 605-341-1899

EMAIL: MKulish@mgoil.com

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

DATE: 10/01/2024

FROM: MG OIL

PHONE: 605-343-5984

BID FOR:Approx. 8,000 Gallons DYED #2 DSL

AMOUNT OF BID: NO bid

(This bid includes all appropriate taxes and fees)

Signed B	v:	
	V T	 

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

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

Thank You

EMAIL BID: BRUCE@VOLLANOIL.COM

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

DATE: 10/01/2024

FROM: VOLLAN OIL PHONE: 605-529-5458

BID FOR:Approx. 8,000 Gallons DYED #2 DSL

AMOUNT OF BID:	No bid		
	(This bid includes	s all appropriate	taxes and fees)
Signed By:			
Signed by.			

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

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

Thank You



Quote

No.:

72127

Date:

10/8/2024

#### 2727 N Plaza Dr. Rapid City, SD 57702

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

Prepared for:

Dave Weishaupl

Fall River County Auditor

906 N River Street

Hot Springs, SD 57747 USA

Account No.: 1889

Phone: (605) 745-5145

Fax: (605) 745-3530

Qty	Description	иом	Sell	Total
1	Ruckus R650 dual-band 802.11ax Wireless AP w/ Multi-Gig Ethernet backhaul, 4x4:4 + 2x2:2 streams, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support	EA	\$1,100.36	\$1,100.36
1	Project Installation & Configuration	EA	\$2,484.00	\$2,484.00

	WI-FI/WTERNET FOR THE SOUTH	ANNEF
FOR	FOR THE NEW 4-H SIDE	

<b>Date:</b> 10/8/2024	
Total: \$3,584	1.36
Your Price: \$3,584	1.36
	Total: \$3,584

#### Disclaimer

Unless otherwise specified, all labor is charged on a time and materials basis. Any additional service charge or travel will apply. Any quoted cable runs assume that there is an available cable pathway; if not, additional charges may apply. Applicable taxes and/or shipping charges may be added to the invoice.

Terms: A 30% down payment may be required for sales of \$10,000 or more, with the balance due 15 days from the invoice date. Large, long-term projects are subject to progress billing.





#### Rapid Fire Protection

1530 Samco Road Rapid City SD 57702 (605) 348-2342 www.rapidfireinc.com

Quote No.

2027220

Type

Inspection Repair

Prepared By Created On

Ryan Grant 08/19/2024

**Quote For** 

From

Fall River Courthouse |

695

Fall River Courthouse 906 N River Hot Springs SD 57747

6058900372

#### **Description of Work**

During the inspection and testing, there were some areas of concern. Listed below is a summary of the deficient items, any recommendations/notes and a price to correct/replace the items.

Damaged and or corroded sprinkler heads need to be replaced

#### SCOPE:

1. All new pendant heads are to be chrome, semi-recessed type / concealed type with white cover plate. All new pendant heads located in acoustical ceilings will be located in the center of the tile. All new areas without ceilings will have exposed brass upright heads.

#### Clarifications:

- 1. Our proposal includes all city permit and review fees, but does not include any taxes.
- 2. Our proposal assumes existing sprinkler system components are in good order and to code. Any leaks or faults found on the existing system can be fixed at an additional cost to this proposal.
- 3. Price is subject to AHJ and/or engineer approval and may vary with any additional AHJ and/or Engineer requirements.
- 4.This price is based on material prices as of the date of this proposal. Due to the uncertainty of all fire protection products, including steel pipe, this price shall be adjusted at time of purchase and fabrication. Once the material is delivered to the jobsite, Rapid Fire Protection Inc. shall submit a change request outlining the prices used in the bid and the prices in effect the date of the delivery. As such, upon receipt of same, the contractor shall increase Rapid Fire Protections contract consideration accordingly.
- 5. NFPA 25, Chapter 13. Section 4.5.3.2\*, "Auxiliary drains in dry pipe sprinkler systems shall be drained after each operation of the system, before the onset of freezing weather conditions, and thereafter as needed." - This service is not included as part of our contract and is the owner's responsibility to perform regularly. Failure to perform this maintenance may result in system freezing and water damage.

#### **Exclusions:**

- 1. This proposal does not contain provisions to comply with the Davis Bacon Act or Buy American Act.
- 2. Our proposal includes normal business hours, it does not include work to be done during after hours or overtime work.
- 3. Our proposal excludes any temporary coverage and fire watch; fire watch to be by owner if required.
- 4. Our proposal does not include cutting, patching, painting of any surfaces, or any removal and re-installation of existing ceiling tile and grid as needed for our system installation.
- 5. Our proposal does not include any electrical work, fire alarm system panels, detectors or wiring of any kind. We will provide all switches that are needed to complete the fire sprinkler system; however, their complete installation will require an electrician to hook them to the new or existing alarm system.
- 6. Our proposal does not include any work associated with the existing underground service entrance into the building nor any of the existing system components including the riser valves. FDC branch and main nining ato that is not specifically under

our scope.

7. Our proposal does not include a fully vaccinated labor force. If required, this may impact our ability to complete the project. Rapid Fire Protection reserves the right to terminate our contract at no cost if unable to comply due to labor availability or charge for additional costs associated with meeting the vaccination mandates due to labor supplementation from other offices.

#### Conditions of Bid

- 1. DEFINITIONS:
- a. Rapid Fire Protection, Inc. is referred to as RFP.
- b. You means to the recipient of this bid.
- c. Parties means to You and RFP.
- d. Work means to the work set forth in the Bid Proposal.
- e. Project means to the project in which the Work is to be performed.
- f. Conditions of Bid means this document.
- 2. WORK: The Work shall be performed by RFP as set forth in the Bid Proposal, which is attached hereto. The Bid Proposal includes the Conditions of Bid. The Bid Proposal and Conditions of Bid shall become a part of any agreement between the Parties. If there are inconsistencies between the terms of this document and any other document which becomes a part of the agreement between the parties, then the Bid Proposal and Bid Conditions shall govern.
- 3. PAYMENT TERMS: RFP shall submit an invoice for payment monthly. You shall have thirty (30) days upon receipt of the invoice to pay RFP for Work satisfactorily performed, or to notify Subcontractor in writing of a bona fide dispute, asserted in good faith, as to one or more of the invoiced items. You shall specify the reason for any amount withheld and provide an itemization as to the amount withheld. The undisputed amount will be paid without delay. Retainage shall be Zero Percent (0%).
- 4. TIME: Time is of the essence with regard to the Work. You shall notify RFP of any scheduling delays that will impact the work of RFP. RFP shall be entitled to equitable adjustment if its work is delayed through no fault of its own.
- 5. LIMITATION OF LIABILITY: RFPs total liability whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products or services sold hereunder. RFP agrees, in its sole discretion, either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will RFP be liable for any hindrances, interferences, disruptions, or delays, loss of use, loss of time, inconvenience, commercial loss, loss of profits, or savings, or other incidental, special, or consequential damages to the full extent such may be disclaimed by law. The Parties waive all rights against each other and their Subcontractors, agents, and employees for damages to the extent covered by property insurance. If you are responsible to obtain insurance for the Project, then the insurance You obtain for the Project shall include a waiver of subrogation in favor of the RFP and all other project contractors and subcontractors.
- 6. DISPUTE: The Parties choose binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. EACH PARTY WAIVES THEIR RIGHT TO BE HEARD IN A COURT OF LAW, with or without a jury. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. An award entered in an arbitration proceeding shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction. It is mutually agreed that this agreement shall be governed by the laws of South Dakota, both as to interpretation and performance, without reference to the rules thereof relating to conflicts of law. All arbitrations and all lawsuits arising from or related to this agreement must be instituted and held in Pennington County, South Dakota, which shall be the exclusive jurisdiction, and each party waives the right to change of venue.
- 7. AUTHORITY: Each of the undersigned individuals signs on behalf of and represents and warrants that he or she has the authority and authorization to sign on behalf of the entity identified immediately above his or her signature.

#### Services to be completed

[Sprinkler] Building Interior - Fall River Courthouse

Replace sprinkler

Estimated Completion: 09/18/2024 to 10/18/2024

GRAND TOTAL

\$567.00

#### **Terms and Conditions**

#### LIMITATION OF LIABILITY

Rapid Fire Protection Inc., referred to as RFP from here on, makes no warranties, expressed or implied, including, without limitation, warranties of merchantability and/or fitness for a particular purpose. No promise not contained herein or affirmation of fact made by an employee. agent or





#### From Rapid Fire Protection

1530 Samco Road Rapid City SD 57702 (605) 348-2342 www.rapidfireinc.com

Quote No.	2027219	Quote For	Fall River Courthouse
Туре	Inspection		695
Prepared By	James Dyk		Fall River Courthouse
Created On	08/19/2024		906 N River
- 37			Hot Springs SD 57747
			6058900372

#### **Description of Work**

The 3-year full trip on the dry system(s) is past due. This inspection is required per the 2020 edition of NFPA 25 13.4.5.2.2.2

. This inspection must be performed during the Spring/Summer months to avoid any type of freeze ups.

SCOPE: 1\. Our proposal is based off the most recent fire sprinkler system inspection\. 2\. Our inspection includes the following per NFPA\-25 requirements: a. Inspect your fire sprinkler system and system functions as outlined in the NFPA25 for a 3-year full trip. a. Advise and alert you to the condition of your system. b. File N.F.P.A. Inspection Reports with you and the local authority having jurisdiction.

#### Clarifications:

- 1. Our proposal does not include taxes.
- 2. Owner is responsible to maintain the system to NFPA requirements.
- 3. Fire hose cabinets will be visually inspected. Any valves or hoses that do not pass will be quoted for testing or replacement. Hoses over 10 years of age will be removed (if applicable).
- 4. If impairments are found that require extensive disassembling or flushing of the sprinkler piping, then this will be considered new work which falls outside the scope of this inspection and will be quoted separately and scheduled for completion at another time.
- 5. Price is subject to AHJ and/or engineer approval and may vary with any additional AHJ and/or Engineer requirements.
- 6. We guarantee our pricing for 30 days. After this time period we may withdraw this bid for any reason.
- 7. Our proposal does not include a fully vaccinated labor force. If required, this may impact our ability to complete the project. Rapid Fire Protection reserves the right to terminate our contract at no cost if unable to comply due to labor availability or charge for additional costs associated with meeting the vaccination mandates due to labor supplementation from other offices.
- 8. NFPA 25, Chapter 13. Section 4.5.3.2\*, "Auxiliary drains in dry pipe sprinkler systems shall be drained after each operation of the system, before the onset of freezing weather conditions, and thereafter as needed." This service is not included as part of our contract and is the owner's responsibility to perform regularly. Failure to perform this maintenance may result in system freezing and water damage.

#### Exclusions:

- 1. Our proposal does not include any night or overtime work.
- 2. Our proposal does not include a lift if applicable; owner must provide or there will be an additional charge.
- 3. Our proposal excludes underground supply lines and fire hydrant testing.
- 4. Our proposal does not include any work involving external water storage tanks (if applicable).
- 5. Our proposal does not include draining of auxiliary drains, drum drip, or low point drains.

#### Services to be completed

[Sprinkler] Dry Sprinkler - Engineering office Tyco DN80

The system is due for a three year full trip - repair

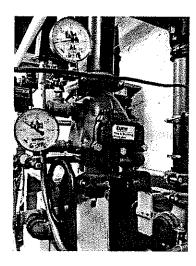
#### **Terms and Conditions**

#### LIMITATION OF LIABILITY

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Approved by Dave W. on 9/13/2024 08:33am with Purchase Order number county2024 from IP address 64.251.167.53

#### **Photo**







#### Rapid Fire Protection

From

1530 Samco Road Rapid City SD 57702 (605) 348-2342 www.rapidfireinc.com

Quote No.	2027218	Quote For	Fall River Courthouse
Type	Inspection		695
Prepared By	James Dyk		Fall River Courthouse
Created On	08/19/2024		906 N River
,			Hot Springs SD 57747
			6058900372

#### **Description of Work**

The 5-year internal inspection is past due. This inspection is required to check for obstructions in the sprinkler piping that could cause the system to fail in the event of a fire. This inspection is required per the 2020 edition of NFPA 25 section 14.2.1.1.

#### SCOPE:

- 1. Our proposal is based off the most recent fire sprinkler system inspection.
- 2. Our inspection includes the following per NFPA-25 requirements:
- a. Inspect your fire sprinkler system and system functions as outlined in the NFPA25 for a 5-year obstruction test.
- b. Internal investigation of obstructions in these portions of the system:
- i. System valve
- ii. Riser
- iii. Cross main
- iv. Branch line
- c. Internal investigation of obstructions of dry valve and wet alarm valve(s).
- d. Internal investigation of obstructions of all check valves and strainers(s).
- e. Replace expired system pressure gauge(s)
- f. Flow Main drain
- g. Advise and alert you to the condition of your system.
- h. File N.F.P.A. Inspection Reports with you and the local authority having jurisdiction.

#### Clarifications:

- 1. Our proposal does not include taxes.
- 2. Owner is responsible to maintain the system to NFPA requirements.
- 3. Fire hose cabinets will be visually inspected. Any valves or hoses that do not pass will be quoted for testing or replacement. Hoses over 10 years of age will be removed (if applicable).
- 4. If impairments are found that require extensive disassembling or flushing of the sprinkler piping, then this will be considered new work which falls outside the scope of this inspection and will be quoted separately and scheduled for completion at another time.
- 5. Price is subject to AHJ and/or engineer approval and may vary with any additional AHJ and/or Engineer requirements.
- 6. We guarantee our pricing for 30 days. After this time period we may withdraw this bid for any reason.
- 7. Our proposal does not include a fully vaccinated labor force. If required, this may impact our ability to complete the project. Rapid Fire Protection reserves the right to terminate our contract at no cost if unable to comply due to labor availability or charge for additional costs associated with meeting the vaccination mandates due to labor supplementation from other offices.
- 8. NFPA 25, Chapter 13. Section 4.5.3.2\*, "Auxiliary drains in dry pipe sprinkler systems shall be drained after each operation of the system, before the onset of freezing weather conditions, and thereafter as needed." This service is not included as part of our contract and is the owner's responsibility to perform regularly. Failure to perform this maintenance may result in system freezing and water damage.

#### Exclusions:

- 1. Our proposal does not include any night or overtime work.
- 2. Our proposal does not include a lift if applicable; owner must provide or there will be an additional charge.
- 3. Our proposal excludes underground supply lines and fire hydrant testing.
- 4. Our proposal does not include any work involving external water storage tanks (if applicable).

#### Services to be completed

[Sprinkler] Wet Sprinkler - Engineering office 3" riser manifold (Central-MOD13) 3" DCBF (Ames-2000SS) with a 3" riser

The wet system is due for a five year internal inspection - repair

Estimated Completion: 09/18/2024 to 11/30/2024

[Sprinkler] Dry Sprinkler - Engineering office Tyco DN80

The system is due for a five year internal inspection - repair

Estimated Completion: 09/18/2024 to 11/30/2024

**GRAND TOTAL** 

\$1,450.00

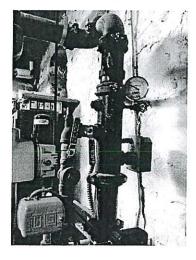
#### **Terms and Conditions**

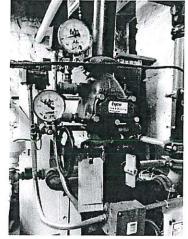
#### LIMITATION OF LIABILITY

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Approved by Dave W. on 9/13/2024 08:35am with Purchase Order number county2024!! from IP address 64.251.167.53

#### **Photos**











#### Approve Request Changes

Rapid Fire Protection 1530 Samco Road

From Rapid City, SD 57702

(605) 348-2342

www.rapidfireinc.com

Quote No. 2027825
Type Repair
Prepared By Brian Hill
Created On 09/17/2024
Valid Until 10/31/2024

Fall River Courthouse | 695

Quote For

906 N River

Hot Springs, SD 57747

Fall River Courthouse

#### **Description of Work**

#### Scope:

Replace Faraday 4000 with new Potter panel. Repalce all devices with new like for like in existing locations, utilizing existing wiring throughout.

Program and test system.

#### **Exclusions:**

- 1. This proposal does not contain provisions to comply with the Davis Bacon Act or Buy American Act.
- 2. Our proposal excludes work to be done during afterhours or overtime work.
- 3. Our proposal excludes any temporary coverage and fire watch; fire watch to be by others if required.
- Our proposal excludes all 120VAC (high voltage) work.
- 5. Our proposal excludes cutting, patching, painting of any surfaces.
- 6. Our proposal excludes fire caulking.
- 7. Our proposal excludes any HVAC work.
- 8. Our proposal excludes Taxes.
- 9. Our proposal excludes any additional work required by AHJ and/or Engineer requirements that are outside of this scope of work.

#### Conditions of Bid

- 1. DEFINITIONS:
- a. Rapid Fire Protection, Inc. is referred to as RFP.
- b. You means to the recipient of this bid.
- c. Parties means to You and RFP.

9/18/24, 7:12 AM View: Quoteview: ServiceTrade

- d, Work means to the work set forth in the Bid Proposal.
- e. Project means to the project in which the Work is to be performed.
- f. Conditions of Bid means this document.
- 2. WORK: The Work shall be performed by RFP as set forth in the Bid Proposal, which is attached hereto. The Bid Proposal includes the Conditions of Bid. The Bid Proposal and Conditions of Bid shall become a part of any agreement between the Parties. If there are inconsistencies between the terms of this document and any other document which becomes a part of the agreement between the parties, then the Bid Proposal and Bid Conditions shall govern.
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- 4. TIME: Time is of the essence with regard to the Work. You shall notify RFP of any scheduling delays that will impact the work of RFP. RFP shall be entitled to equitable adjustment if its work is delayed through no fault of its own.
- 5. LIMITATION OF LIABILITY: RFPs total liability whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products or services sold hereunder. RFP agrees, in its sole discretion, either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will RFP be liable for any hindrances, interferences, disruptions, or delays, loss of use, loss of time, inconvenience, commercial loss, loss of profits, or savings, or other incidental, special, or consequential damages to the full extent such may be disclaimed by law. The Parties waive all rights against each other and their Subcontractors, agents, and employees for damages to the extent covered by property insurance. If you are responsible to obtain insurance for the Project, then the insurance You obtain for the Project shall include a waiver of subrogation in favor of the RFP and all other project contractors and subcontractors.
- 6. DISPUTE: The Parties choose binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. EACH PARTY WAIVES THEIR RIGHT TO BE HEARD IN A COURT OF LAW, with or without a jury. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. An award entered in an arbitration proceeding shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction. It is mutually agreed that this agreement shall be governed by the laws of South Dakota, both as to interpretation and performance, without reference to the rules thereof relating to conflicts of law. All arbitrations and all lawsuits arising from or related to this agreement must be instituted and held in Pennington County, South Dakota, which shall be the exclusive jurisdiction, and each party waives the right to change of venue.
- 7. AUTHORITY: Each of the undersigned individuals signs on behalf of and represents and warrants that he or she has the authority and authorization to sign on behalf of the entity identified immediately above his or her signature.

	Services to be completed
Location - Building	
Provide Customer with	quote to replace Fire Alarm panel in Courthouse.
GRAND TOTAL	\$10.995.00

#### **Terms and Conditions**

#### LIMITATION OF LIABILITY

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#### Approve QuoteClose

Please confirm that you approve this quote. Rapid Fire Protection will be notified that you have authorized th
--

Please make sure your name and email address are correct:

Dave W. Dave.w@frcounty.org

Enter your purchase order number, if you have one:

Conditions. Approve Quote

#### Request Changes to Quote Close

Enter any parts, services, or labor on this quote that you would like the vendor to change.

Enter any changes on this quote Request Changes

SERVICE TRADE

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#### Approve Request Changes

Rapid Fire Protection

1530 Samco Road

From Rapid City, SD 57702

(605) 348-2342

www.rapidfireinc.com

Quote No.	2027786
Type	Repair
Prepared By	Brian Hill
Created On	09/16/2024
Valid Until	10/31/2024

Fall River Courthouse | 695

**Quote For** 

Fall River Courthouse

906 N River

Hot Springs, SD 57747

#### **Description of Work**

#### Scope:

Replace Existing Kidde FX-5 with new Potter addresable panel. Replace Smoke & Heat Detectors, Replace existing Notification devices. Utilize existing pull stations and monitor with new panel.

All Smoke detectors are currently older Ionization type and Ionization smoke detectors are known for being sensitive and can be triggered by things like steam from a shower or cooking smoke. They can also be affected by dust, insects, and moisture. The upgrade to addresable will be more reliable Photelectric detectors.

Program and test system.

#### **Exclusions:**

- 1. This proposal does not contain provisions to comply with the Davis Bacon Act or Buy American Act.
- 2. Our proposal excludes work to be done during afterhours or overtime work.
- 3. Our proposal excludes any temporary coverage and fire watch; fire watch to be by others if required.
- 4. Our proposal excludes all 120VAC (high voltage) work.
- 5. Our proposal excludes cutting, patching, painting of any surfaces.
- 6. Our proposal excludes fire caulking.
- 7. Our proposal excludes any HVAC work.
- 8. Our proposal excludes Taxes.
- 9. Our proposal excludes any additional work required by AHJ and/or Engineer requirements that are outside of this scope of work.

#### Conditions of Bid

- 1. DEFINITIONS:
- a. Rapid Fire Protection, Inc. is referred to as RFP.

View: Quoteview: ServiceTrade

- b. You means to the recipient of this bid.
- c. Parties means to You and RFP.
- d. Work means to the work set forth in the Bid Proposal.
- e. Project means to the project in which the Work is to be performed.
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- 6. DISPUTE: The Parties choose binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. EACH PARTY WAIVES THEIR RIGHT TO BE HEARD IN A COURT OF LAW, with or without a jury. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. An award entered in an arbitration proceeding shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction. It is mutually agreed that this agreement shall be governed by the laws of South Dakota, both as to interpretation and performance, without reference to the rules thereof relating to conflicts of law. All arbitrations and all lawsuits arising from or related to this agreement must be instituted and held in Pennington County, South Dakota, which shall be the exclusive jurisdiction, and each party waives the right to change of venue.
- 7. AUTHORITY: Each of the undersigned individuals signs on behalf of and represents and warrants that he or she has the authority and authorization to sign on behalf of the entity identified immediately above his or her signature.

#### Services to be completed

Alarm System -	Kiddie FX-5	County Jail
----------------	-------------	-------------

Replace smoke detectors and heat detectors or entire system.

Code	Parts, Labor, and Items	Quantity	<b>Unit Price</b>	Total
Alarm Technician	Alarm Labor	40	\$125.00	\$5,000.00
Truck & Tool	Truck & Tool	2	\$85.00	\$170.00
IPA- 60	Potter 60 Point Addressable Fire, Releasing Panel	1	\$1,085.00	\$1,085.00
UD-2000	DACT For PFC-6000/Pplus/IPA Series	1	\$132.00	\$132.00
PAD300-6DB Base	6" DETECTOR BASE	20	\$14.00	\$280.00
PAD300-HD	PAD300 HEAT DETECTOR	5	\$72.00	\$360.00
PAD300-PD	PAD300 PHOTO DETECTOR	14	\$84.00	\$1,176.00
PAD100-ZM	PAD 100 Zone Module	1	\$140.00	\$140.00
HS-24WR	Potter Wall Selectable Horn/Strobe, Red	4	\$78.00	\$312.00
	RACO 4" Galvanized Steel Square Electrical Box	5	\$10.00	\$50.00
	Misc Parts	1	\$222.00	\$222.00
GRAND TOTAL	\$8,927.00			

#### **Terms and Conditions**

#### LIMITATION OF LIABILITY

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#### Approve QuoteClose

Please confirm that you approve this quote. Rapid Fire Protection will be notified that you have authorized them to perform this work.

Please make sure your name and email address are correct:

Dave

W.

Dave.w@frcounty.org

View : Quoteview : ServiceTrade

Enter your purchase order number, if you have one:

☐ Checking this confirms that you have read and accepted the Quote Terms and

Conditions. Approve Quote

### Request Changes to Quote Close

Enter any parts, services, or labor on this quote that you would like the vendor to change.

Enter any changes on this quote

Request Changes

SERVICE TRADE

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#### FALL RIVER COUNTY RESOLUTION #2024-

WHEREAS, The Fall River Board of County Commissioners has received concerns and complaints about the speed limit on County Road #1, Smithwick Road between Angostura Road to US Hwy 18/385, and

WHEREAS, a public hearing was held on October 17, 2024, to receive input from area residents, and

WHEREAS, at the public hearing it was decided that the speed limit on County Road #1, Smithwick Road from Angostura Road to US Hwy 18/385, should be set at 35 miles per hour on this section of the road;

NOW THEREFORE, BE IT RESOLVED, that the Fall River Board of County Commissioners reduce to 35 mile per hour speed limit on County Road #1, Smithwick Road, from the intersection of Angostura Road to the intersection of US Hwy 18/385, and

BE IT FURTHER RESOLVED, that the County Highway Superintendent install a 35 mile per hour sign at each intersection, and a copy of this Resolution be given to law enforcement.

Dated this 17th day of October, 2024.

Joe Falkenburg, Chairman Board of County Commissioners Fall River County

ATTEST:

Sue Ganje, County Auditor Fall River County

#### FALL RIVER COUNTY RESOLUTION #2024-

# A PLAT OF LOT N REVISED AND LOT M REVISED OF CASCADE MOUNTAIN RANCHES, LOCATED IN THE W1/2 SW1/4 OF SECTION 33, T7S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA, FORMERLY LOT N AND LOT M

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 17th day of October, 2024.

Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

Sue Ganje, Auditor Fall River County Auditor

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

# A PLAT OF PALO TRACTS 1 AND 2, LOCATED IN THE NW1/4 SW1/4 OF SECTION 1, T7S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA, formerly Sundance Tract 1

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 17th day of October, 2024.

Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

Sue Ganje, Auditor Fall River County Auditor





#### FW: Governor's Holiday email

1 message

Kristie Jacobsen <kris@sdcountycommissioners.org>

Tue, Oct 15, 2024 at 8:54 AM

To: "Aaron Eberle (auditor.assistant@frcounty.org)" <auditor.assistant@frcounty.org>, Allison Tunheim-Brown County <Allison.Tunheim@browncounty.sd.gov>, Bruce Outka <boutka@lawrence.sd.us>, Gary Vetter <gary@co.yankton.sd.us>, Grant Commission Asst <karen.layher@grantcountysd.us>, Holli Hennies <hollih@co.pennington.sd.us>, Hughes County Manager <Lori.Jacobson@co.hughes.sd.us>, "Jarchow, Meredith" <mjarchow@minnehahacounty.gov>, Joan Martin-Pennington County <joan.martin@pennco.org>, Moody Commission Asst <martys@moodycounty.net>, Paul Anderson-Lincoln County <pared crane <rcrane@meadecounty.org>, Stacy Steffensen <ssteffensen@brookingscountysd.gov>, Steve Rasmussen-Lincoln County <srasmussen@lincolncountysd.org>, "Sue Ganje - Fall River & Oglala Lakota Counties (sue.ganje@state.sd.us)" <sue.ganje@state.sd.us>, Tom Greco <tgreco@minnehahacounty.gov>, Traci Humphrey--Lincoln County <thumphrey@lincolncountysd.org>

#### Good morning,

A Holiday email from the Governor.

#### 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

From: Governor of South Dakota < GovernorNoem@state.sd.us>

Sent: Tuesday, October 15, 2024 9:30 AM

Subject: Thank you

#### Dear Team,

Your service to the people of South Dakota is a gift to our state. I want to show my appreciation in any way that I can. I am so grateful for all of your hard work and dedication.

I have directed the Bureau of Human Resources and Administration (BHRA) to grant administrative leave for Friday, November 29, 2024. Additionally, I have directed

BHRA to grant administrative leave for Monday, December 23 and Tuesday, December 24, 2024. I pray you can use this time to spend with the people you love.

Bryon and I are thankful for your commitment to South Dakota. God bless you!

**Governor Noem**