

FALL RIVER COUNTY UNAPPROVED MINUTES OF SEPTEMBER 19, 2024

The Fall River Board of County Commissioners met in regular session on September 19, 2024. Present: Joe Allen, Les Cope, Joe Falkenburg, Heath Greenough, Deb Russell and Sue Ganje, Auditor.

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

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

Motion made by Russell, seconded by Allen, to approve the agenda with a change at 9:45 a.m. to read Supplement and Cash Transfers Hearing instead of Supplement and Contingency Hearing.

Motion made by Russell, seconded by Allen, to approve the Fall River County Commission Meeting minutes from September 5, 2024.

Motion made by Cope, seconded by Greenough, to approve the appointment of Alex Christie to the Board of Directors of the Cascade Rural Fire Protection District as per SDCL 34-31A-15.1 to serve out the remainder of the term.

Dave Weishaupl, Maintenance Supervisor, met with the Board to present a quote for a back-up to the cybersecurity system.

Motion made by Russell, seconded by Greenough, to approve the purchase of SonicWall NSa 2700 High Availability Unit in the amount of \$2,054.57 from Golden West Technologies.

Lyle Norton, Sheriff, met with the Board.

Motion made by Russell, seconded by Greenough, to approve the change in job classification for Katy Howard from Jailer at \$20.00/hr to Deputy Sheriff at \$24.00/hr, effective 09/21/2024

Motion made by Allen, seconded by Russell, to approve travel for Melissa Fleming, Dispatcher, to attend the Communications Training Officer (CTO) Workshop at LET in Pierre, November 19-21, 2024. The training includes meals and lodging.

Motion made by Allen, seconded by Russell, to approve travel for Lyle Norton, Sheriff, to attend the 2024 Sheriff's Association Fall Conference in Watertown October 1-3, 2024, at a cost of \$479.00 plus lodging and per diem.

Motion made by Allen, seconded by Russell, to move Dispatch to the South Annex in the area that is currently occupied by the Extension Services with the Extension Services moving into the area with the Community Health Nurse. The estimated cost to renovate the spaces is around \$5,200.00. Roll call was taken. With all voting yes, motion carried.

Norton then provided the jail census. There are 15 in house, 10 males and 4 females, 1 female in Pennington County and 1 female in Meade County for a total of 17 inmates. He also noted that there will be a Security Committee Meeting on September 23, 2024, in the Courtroom.

Lance Russell, State's Attorney, met with the Board to inform them of his intent to switch to the Zuercher system to integrate with all area law enforcement activity. This would allow his office to request documents through the system instead of having to request copies be submitted to his office. It will make the process easier for all. He will bring quote of costs at a future meeting.

Frank Maynard, Emergency Manager, met with the Board.

Motion made by Russell, seconded by Allen, to approve purchasing a Zetron Dispatch/Communications system at a cost of \$116,976.76 and do payment in full. Maynard will get back to the Board with the amount of installation.

Maynard reminded the Board that there will be a Flu Shot Clinic on September 26, 2024, from 4 p.m. to 7 p.m. at the Mueller Center. It is a cooperative effort by the SD Department of Health, Fall River Health Services and Emergency Management. There will also be a Tabletop Exercise for Emergency Management on September 25, 2024, at 9:00 a.m. at the South Annex Meeting Room.

Maynard then provided updates and reported on incidents.

Tony March, Highway Superintendent, met with the Board.

Motion made by Allen, seconded by Russell, to approve the application for Permit to Occupy County Highway Right-of-Way from Golden West Telecommunications located ½ mile west of the Howl Rd and Oak Tree Rd intersection.

Motion made by Greenough, seconded by Cope, to approve the application for Permit to Occupy County Highway Right-of-Way from Golden West Telecommunications located at an existing vault in the east ditch of Rocky Ford Rd to a point of intersection with the fence along the west ROW.

March advised the Board that the SD DOT told him that they could change the speed limit without a hearing. The Board thought having a hearing was a good idea.

Motion made by Greenough, seconded by Russell, to set a hearing for October 17, 2024, at 9:30 a.m. for the change of the speed limit from 50 mph to 35 mph on Smithwick Rd (County Highway 1) from Angostura Road to US Hwy 18/385.

March then presented updates for the Highway Department. He noted that they had just finished applying mag water to the area that the Board voted to apply to Smithwick Road at the last meeting. He reported that they had received the new pick-up, the new plow truck and the new mower. He then noted that he had learned that applying a mixture of up to 3% bentonite within the gravel that is used in the spring is recommended to last longer into the summer.

Sue Ganje, Auditor, met with the Board to review the new office software to replace the prior software system due to the retirement of the programmer and the prior software system becoming unavailable for future use.

Motion made by Cope, seconded by Allen, to move forward with the new software systems in the Auditor's Office.

Erin McGlumphy, 4H Advisor/Extension Supervisor, met with the Board to provide a quarterly

report and updates for her department.

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

Motion made by Russell, seconded by Allen, to approve the Supplement and Cash Transfers Resolution as follows:

**FALL RIVER COUNTY RESOLUTION #2024-66
Supplemental Budget 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 September 19, 2024 be approved as follows: General Fund: Jury Witness & Fees 10100X4223130, \$812.00; Rural Attorney Recruitment 10100X4220158, \$4,259.52; Airplane Expenses 10100X4290216, \$2,136.00; M & P 10100X4250163, \$5,972.00; Means of finance to be cash, and

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

Dated at Fall River County, South Dakota this 19th day of September 2024.

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

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

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 #2024-67 as follows:

FALL RIVER COUNTY RESOLUTION #2024-67

**A PLAT OF VETTERMAN TRACT WEST AND VETTERMAN TRACT
EAST OF BLACK HILLS FLYWAY SUBDIVISION, LOCATED IN THE NW1/4 OF
SECTION 8, T8S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA, Formerly Lot 7-I**

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 19th day of September, 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 #2024-68 as follows:

FALL RIVER COUNTY RESOLUTION #2024-68

GRANDVIEW TRACTS 1 AND 2, LOCATED IN THE NE1/4 OF SECTION 22, T7S, R5E, FALL RIVER COUNTY, SOUTH DAKOTA, formerly Tract Did Revised

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 19th day of September, 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 paying the bills as follows:

GENERAL FUND		
AUDRA HILL CONSULTING, INC	MI QMHP EVALUATION	\$1,455.24
A-Z SHREDDING INC	SHREDDING	\$102.18
BENSON, TERESA	COURT REPORTER	\$228.20
BLACK HILLS CHEMICAL	SUPPLY	\$346.42
BILBRUCK, TYLER	BLOOD DRAW	\$375.00
CENTURY BUSINESS LEASING	COPIER LEASE & USAGE	\$1,398.34
CHEYENNE SANITATION	SANITATION COLLECTION	\$379.50
CORRECT RX PHARMACY SERV.	INMATE PHARMACY	\$51.11
CULLIGAN SOFT WATER	RENTAL/SUPPLY	\$223.50
3X EJECTION LLC	EQUIPMENT	\$4,087.00
ELECTION SYSTEMS & SOFT	ELECTION SOFTWARE SYSTEM	\$730.21
EN-TECH LLC	FUMIGATION	\$125.00
EXECUTIVE MGMT FINANCE	BIT NETWORK FEES	\$71.25
FALL RIVER COUNTY HERALD	PUBLICATION	\$1,201.65

GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$18,724.87
GOLDEN WEST	INTERNET/PHONE	\$3,776.75
HOBART SALES & SERVICE	JAIL DISHWASHER	\$1,343.00
HOT SPRINGS ACE HARDWARE	SUPPLY	\$182.89
CITY OF HOT SPRINGS	CITY WATER BILL	\$829.11
HUSTEAD LAW OFFICE, P.C.	CAAF	\$638.40
LIGHTING MAINTENANCE CO.	SUPPLY	\$123.62
LYNNS DAKOTAMART	SUPPLY	\$25.98
LYNN'S DAK. MART PHARMACY	INMATE PHARMACY	\$266.06
MARCO	COPIER LEASE	\$172.80
MARTY'S TIRE & AUTO BODY	REPAIR/SERVICE	\$728.66
MASTEL, BRUCE	DATABASE SETUP & MON	\$35.00
MASTERCARD	COUNTY CREDIT CARD	\$2,790.61
MAVERICK TIRE & AUTO	REPAIR/MAINTENANCE	\$1,858.33
MCNEMAR, KIM	QMHP/MI	\$300.00
MEDICAL WASTE TRANSPORT	MEDICAL WASTE TRANSP	\$258.60
MICROFILM IMAGING SYSTEMS	SCANNING EQUIP LEASE	\$140.00
MIDWEST MENTAL HEALTH SD	QMHP/MI	\$375.00
MIDWEST RADAR & EQUIPMENT	SERVICE	\$246.00
QUADIENT FINANCE USA, INC	POSTAGE	\$771.71
NEWVISION SECURITY LLC	CONTRACT SERVICES	\$899.97
PENNINGTON COUNTY JAIL	INMATE HOUSING PENNINGTON	\$1,235.00
PENNINGTON COUNTY	QMHP/MI	\$58.00
CITY OF RAPID CITY	BLOOD ANALYSIS	\$640.00
SAFETY BENEFITS INC	SAFTEY BENEFITS REGISTRATION	\$75.00
SD DEPARTMENT OF HEALTH	BLOOD DRAW ANALYSIS	\$840.00
SD DEPT OF REVENUE	AUTO/MI STATE REMITT	\$592.71
SD OFFICE OF CHILD&FAMILY	PUBLIC HEALTH NURSE/	\$1,774.44
SD SHERIFF'S ASSOCIATION	SHERIFF/CORRECTIONS	\$190.00
SERVALL	RUGS AND MATS SERVICE	\$724.89
SIG SAUER INC.	EQUIP/ACCESSORIES	\$102.00
SOFTWARE SERVICES INC	SOFTWARE SERVICES	\$3,780.00
SOUTHERN HILLS LAW PLLC	CAAF	\$523.30
STEVENS AUTOMOTIVE	SERVICE	\$53.65
STEVENS, MIKAYLA	BLOOD DRAW	\$75.00
STURDEVANT'S AUTO VALUE	SUPPLY/PARTS	\$90.65
THOMSON REUTERS	SUBSCRIPTION	\$163.17
BASTIAN, TRACY	PILOT/SCOUTING	\$170.00
MILES, SASHA	BLOOD DRAW	\$75.00
MCCLUNG, TARI	JURY FEE	\$51.31
O'NEILL, LICIA	JURY FEE	\$52.62
STEVENS, DARLA	JURY FEES	\$51.31
SWENSON, DEBORAH	JURY FEES	\$51.31
THOMPSON, MARY	JURY FEES	\$51.31

TOMLINSON, RHONDA	JURY FEES	\$53.93
	TOTAL FOR GENERAL FUND	\$56,736.56
COUNTY ROAD & BRIDGE		
A & B WELDING SUPPLY CO.	SUPPLY	\$39.37
BOMGAARS	SUPPLY	\$344.11
BUTLER MACHINERY CO.	MAINTENACE/REPAIR	\$1,758.01
CHEYENNE SANITATION	SANITATION COLLECTION	\$79.00
CITY OF EDMONT	CITY OF EDMONT WATER	\$87.40
DAKOTA FLUID POWER INC	PARTS	\$172.50
FLOYD'S TRUCK CENTER	PARTS	\$71.43
FALL RIVER AUTO SUPPLY	SUPPLY	\$33.15
FALL RIVER COUNTY HERALD	PUBLICATION	\$69.97
FALL RIVER CTY TREASURER	EQUIPMENT	\$26.70
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$8.50
HILLS EDGE AUTO SALES	REPAIR/MAINTENANCE	\$114.95
CITY OF HOT SPRINGS	CITY WATER BILL	\$29.96
JUSTICE FIRE & SAFETY, INC	SERVICE	\$1,693.00
LAMB MOTOR COMPANY	EQUIPMENT/NEW VEHICLE	\$43,087.00
MASTERCARD	COUNTY CREDIT CARD	\$2,688.52
NEWMAN SIGNS INC.	SIGNAGE	\$144.72
RDO EQUIPMENT CO	SUPPLY	\$14.25
ROSANE CONSTRUCTION LLC	DUST CONTROL/SHEPS	\$27,614.25
SAFETY BENEFITS INC	SAFTEY BENEFITS REGISTRATION	\$75.00
SD PROPERTY MANAGEMENT	EQUIPMENT/MAINTENANCE	\$36,250.00
STURDEVANT'S AUTO VALUE	PARTS/SUPPLY	\$26.19
SUMMIT SIGNS & SUPPLY INC	SUPPLY	\$1,700.00
THE WELDING SHOP LLC	SUPPLY	\$101.10
	TOTAL FOR COUNTY ROAD & BRIDGE	\$116,229.08
911 SURCHARGE REIMBURSEMENT		
CENTURY BUSINESS LEASING	COPIER LEASE & USAGE	\$112.74
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$17.00
MASTERCARD	COUNTY CREDIT CARD	\$12.00
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	\$141.74
EMERGENCY MANAGEMENT		
COMPUTER REPAIR W/THERAPY	REPAIR/EQUIPMENT	\$379.99
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$17.00
MARCO	COPIER LEASE	\$86.40
MASTERCARD	COUNTY CREDIT CARD	\$318.00
MAYNARD, FRANK	REIMBURSEMENT	\$134.00
MUELLER CIVIC CENTER	FLU CLINIC	\$120.00
QUADIENT FINANCE USA, INC	POSTAGE	\$0.69
US GEOLOGICAL SURVEY	FLOOD CONTROL/ANALYS	\$4,685.00
BAKER, GARY	REIMBURSEMENT	\$134.00

	TOTAL FOR EMERGENCY MANAGEMENT	\$5,875.08
24/7 SOBRIETY FUND		
SD DEPARTMENT OF HEALTH	24/7 LABS	\$520.00
	TOTAL FOR 24/7 SOBRIETY FUND	\$520.00
COURTHOUSE BUILDING FUND		
CHRISTENSEN ELECTRIC, LLC	REPAIR/MAINTENANCE	\$1,486.14
RAPID FIRE PROTECTION INC	SPRINKLER INSPECTION	\$350.00
	TOTAL FOR COURTHOUSE BUILDING FUND	\$1,836.14
	TOTAL FOR BILLS PAID BETWEEN 09/06 AND 09/19/2024	\$181,196.86

Break was taken at 9:55 a.m. The meeting resumed at 10:04 a.m.

Joe Falkenburg, Commissioner, spoke during public comment regarding the Drought Resolution and stated that he had drafted a letter to Governor Noem, Senator Rounds, Senator Thune, Representative Johnson, the SD Department of Agriculture and the USDA to ask that more be done to help area ranchers. He then reported that the SD Supreme Court rejected the Carbon Pipeline's potential use of Eminent Domain as it is not a public entity. He then recommended to all County residents that they obtain the handout from the SD SOS regarding the various ballot measures so they can be well informed when voting. Deb Russell, Commissioner, reiterated that it is very important to be educated on what each measure is doing. Susan Henderson, County resident, then wanted it brought to the attention of the Commission that the Dispatch area was renovated 4 years ago and now it is being moved. She went on to inform the public that there will be a Republican Women's Meeting on Tuesday, September 24, 2024 at noon at the Winner's Circle meeting room with Trish Ladner, District 30 Representative, to speak. The grocery/consumption tax was discussed by Henderson and Commissioner Greenough. Greenough stated that he would like to see a federal consumption tax and eliminate income tax due to the amount of illegal immigrants. Lance Russell, State's Attorney, then spoke about a local resident that wanted to meet with him regarding property taxes. The resident offered to rent the Mueller Civic Center for a Property Tax forum, to which Russell thinks it would be advantageous to do. He would like to see the Assessor, Commissioners, any interested parties as well as himself attend. Melissa Fleming, Dispatcher, spoke expressing her appreciation to the Commissioners for allowing Dispatch to move to the South Annex. She believes that it will be a great morale booster.

The Commissioners then reviewed and discussed the 2025 Provisional Budget.

Motion made by Russell, seconded by Allen, to approve the 2025 Annual Budget with revisions as follows:

General Fund:

Elections from \$32,401 to \$33,560; Auditor from \$296,060 to \$329,550; Treasurer from \$340,119 to \$346,250; State's Attorney from \$275,254 to \$274,595; General Government Building from \$309,751 to \$311,825; Director of Equalization from \$317,228 to \$325,700; Register of Deeds from \$214,990 to \$216,925; Veteran's Service Officer from \$69,969 to \$69,970; Geographic Information System from \$84,642 to \$84,655; Total General Government from \$2,696,112 to \$2,748,728; Sheriff from \$1,084,624 to \$1,117,195; County Jail from \$934,674 to \$943,700; Total Public Safety from \$2,089,663 to \$2,131,260; Care of Aged from \$45,658 to \$19,550; Other from \$15,000 to \$14,000; Total Health & Welfare from \$146,863 to \$119,755;

County Extension from \$61,557 to \$64,265; Weed Control from \$155,683 to \$156,660; Total Conservation of Natural Resources from \$237,240 to \$240,925; Economic Development from \$18,615 to \$13,615; Total Urban & Economic Development from \$18,615 to \$13,615; 916 Transfers Out-Emergency Management from \$87,736 to \$88,090; Total Other Uses from \$242,936 to \$243,290; Total Expenditure Appropriations from \$5,449,229 to \$5,515,373; Total Appropriations from \$5,449,229 to \$5,515,373; Cash Balance Applied from \$64,740 to \$134,363; Subtotal from \$5,736,031 to \$5,805,654; Less 5% from (286,802) to (290,281); Net Means of Finance from \$5,449,229 to \$5,515,373; Total Appropriations from \$5,449,229 to \$5,515,373

County Road and Bridge Fund:

Highways, Roads & Bridges from \$2,806,846 to \$2,507,290; Total Expenditure Appropriations from \$2,806,846 to \$2,507,290; Total Appropriations from \$2,806,846 to \$2,507,290; Cash Balance Applied from \$808,584 to \$493,262; Subtotal from \$2,954,575 to \$2,639,253; Less 5% from (147,729) to (131,963); Net Means of Finance from \$2,806,846 to \$2,507,290; Total Appropriations from \$2,806,846 to \$2,507,290

911 Fund:

Communications Center (911) from \$379,439 to \$382,820; Total Expenditure Appropriations from \$379,439 to \$382,820; Total Appropriations from \$379,439 to \$382,820; Cash Applied from \$154,939 to \$175,820; Charges for Goods & Services from \$120,000 to \$102,500; Total Other Revenues from \$224,500 to \$207,000; Subtotal from \$379,439 to \$382,820; Net Means of Finance from \$379,439 to \$382,820; Total Appropriations from \$379,439 to \$382,820

Library Fund:

Public Library from \$31,000 to \$29,000; Total Cultural & Recreation from \$31,000 to \$29,000; Total Expenditure Appropriations from \$31,000 to \$29,000; Total Appropriations from \$31,000 to \$29,000; Cash Balance from \$23,512 to \$21,512; Subtotal from \$32,632 to \$30,632; Net Means of Finance from \$31,000 to \$29,000; Total Appropriations from \$31,000 to \$29,000

Emergency Management Fund:

Emergency & Disaster Services from \$132,736 to \$133,090; Total Public Safety from \$132,736 to \$133,090; Total Expenditure Appropriations from \$132,736 to \$133,090; Total Appropriations from \$132,736 to \$133,090; Other Financing Sources from \$87,736 to \$88,090; Total Other Revenues from \$132,736 to \$133,090; Subtotal from \$132,736 to \$133,090; Net Means of Finance from \$132,736 to \$133,090; Total Appropriations from \$132,736 to \$133,090

24/7 Fund:

General Government Building from \$34,130 to \$0.00; Total General Government from \$34,130 to \$0.00; Sheriff from \$0.00 to \$44,895; Total Public Safety from \$0.00 to \$44,895; Total Expenditure Appropriations from \$34,130 to \$44,895; Total Appropriations from \$34,130 to \$44,895; Cash Balance Applied from \$9,130 to \$19,895; Subtotal from \$34,130 to \$44,895; Net Means of Finance from \$34,130 to \$44,895; Total Appropriations from \$34,130 to \$44,895

**Appendix D4: Adopted Budget
Levies & Resolution**

ANNUAL BUDGET FOR FALL RIVER COUNTY, SD
For the Year January 1, 2025 to December 31, 2025
Tax Levy In

RESOLUTION

COUNTY TAX LEVIES	Dollars	\$'s/1,000
WITHIN LIMITED LEVY:		
* General County Purposes (10-12-9)	3,551,898.00	3.326
Library	9,120.00	0.013
LIMITED LEVY (10-12-21) - SUB TOTAL		
OUTSIDE LIMITED LEVY:	3,561,018.00	3.339
County Snow Removal Fund (34-5-2)		
County Road and Bridge (10-12-13)		
Courthouse, Jail, etc., Bldg. (7-25-1)	150,668.00	0.141
Bond Interest Sinking (7-24-18)		
Ag Building (7-27-1)		

**ADOPTION OF ANNUAL BUDGET
FOR FALL RIVER
County, South Dakota**

Whereas, (7-21-5 thru 13), SDCL provides that the Board of County Commissioners shall each year prepare a Provisional Budget of all contemplated expenditures and revenues of the County and all its institutions and agencies for such fiscal year and,
Whereas, the Board of County Commissioners did prepare a Provisional Budget and cause same to be published by law, and
Whereas, due and legal notice has been given to the meeting of the Board of County Commissioners for the consideration of such Provisional Budget and all changes, eliminations and additions have been made thereto.

**NOW THEREFORE BE IT
RESOLVED,** That such provisional budget as amended and all its purposes, schedules, appropriations, amounts, estimates and all matters therein set forth, **SHALL BE APPROVED AND ADOPTED AS THE ANNUAL BUDGET OF THE APPROPRIATION AND EXPENDITURES FOR FALL RIVER County, South Dakota** and all its institutions and agencies for calendar year beginning January 1, 2025 and ending December 31, 2025 and the same is hereby approved and adopted by the Board of County Commissioners of Fall River County, South Dakota, this 19th day of September, 2024.
The Annual Budget so adopted is available for public inspection during normal business hours at the office of the county auditor

UNLIMITED LEVY - SUB TOTAL	150,668.00	0.141
LIMITED AND UNLIMITED LEVY - SUB-TOTAL	3,711,686.00	3.480
OTHER SPECIAL LEVIES		
Secondary Road (Unorg. PT-76) (31-12-27)	341,503.00	0.675
Fire Protection (34-31-3)	1,315.00	0.140
TOTAL TAXES LEVIED BY COUNTY	4,054,504.00	4.295

Fall River, County, South Dakota.
The accompanying taxes are levied by Fall River County for the year January 1, 2025 through December 31, 2025.

BOARD OF COUNTY COMMISSIONERS OF Fall River County, South Dakota

/s/ Joe Falkenburg Chairman

/s/ Deborah Russell Commissioner

/s/ Joe Allen Commissioner

/s/ Les Cope Commissioner

/s/ Attest Sue Ganje County Auditor

* These Amounts include the 25% to be distributed to cities.

As of 09/19/2024 these levies are not approved by the Department of Revenue.

Roll call was taken. With Cope and Greenough voting no, all others voting yes, motion carried.

Joe Allen, Commissioner, stated that he had nothing to report regarding the proposed Jail/Justice Center except that he will talk to Jennifer Sietsema of the Black Hills Council of Local Governments regarding the summary that was emailed to Commissioner Russell.

Joe Falkenburg, Commissioner asked the Board to review the letter that he had drafted to Congress and Governor Noem, asking for drought relief assistance for area ranchers.

Motion made by Russell, seconded by Allen, to approve and sign the letter regarding the drought relief assistance.

Stacey Martin, GIS Coordinator, met with the Board to provide an explanation of the State Factor regarding property taxes.

Alan Schaefer and Hunter Martell from the SD Department of Legislative Audit, met with the Board to provide the 2022/2023 Entrance Conference.

Motion made by Allen, seconded by Russell, to approve the Legislative Audit for 2022 and 2023 at a rate of \$89.00/hr and authorize the Chairman to sign the engagement letter.

At this time, the Board took a brief recess.

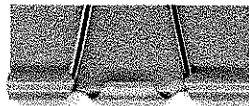
Motion made by Russell, seconded by Allen, to enter into Executive Session as per SDCL 1-25-2 (1) personnel and SDCL 1-25-2 (3) legal at 11:14 a.m.

Falkenburg declared the Board out of Executive Session and the meeting adjourned at 11:31 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 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

SAVINGS:

#4) First Interstate Bank, HS:	\$	2,202,553.15
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CERTIFICATES OF DEPOSIT:

#8) Black Hills Federal Credit Union, HS:	\$	250,000.00
#14) Schwab Treasury:	\$	4,686,905.96
#15) First National Bank, Lead:	\$	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:

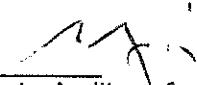
Register of Deeds Change Fund:	\$	500.00
Highway Petty Cash:	\$	20.00
Election Petty Cash:	\$	15.00

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 
Sue Ganje, County Auditor of
of Fall River County

/S/ Teresa Pullen 
Teresa Pullen, County 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.

September 30, 2024

Fall River County Commissioners
Fall River Courthouse
Hot Springs, SD 57747

The Smithwick Fire District requests your approval of our tentative appointment of a new member to the fire district board. Mike Kindred, Vice President, submitted his resignation from the board effective September 25, 2024. In our budget meeting on September 26th, the board appointed Mandy Fleming, board member, to complete the unexpired term of Mike's appointment. The Board has recommended that John Green, a resident of the Smithwick Fire District, be appointed as a board member to fill the vacancy created by Mandy's appointment to the Vice President position. Thank you for your consideration.



DALE MOLITOR, President
Smithwick Fire District

Fall River County Sheriff

Make	Model	Description
Kyocera	TASKalfa MA4500ci	47 PPM Color Desktop MFP, Print/Copy/Color Scan/Fax, Dual Scan Document Processor, Standard Duplex

Included Features

- > 100 Sheet Dual Scan Doc. Processor
- > Scans up to 120 Images Per Min.
- > 7" Color Touch Screen
- > Fax
- > 2 x 550 Sheet Paper Drawer
- > 100 Sheet Multi-Purpose Tray
- > Optional Wi-Fi Connectivity

Leasing Options

Lease Term	Lease Payment
60	\$86.89

Maintenance Agreement

100% Inclusive except for Paper- covers all Parts, Labor, Mileage, Drums, and **TONER**. All images are billed on exact usage at the following rates:

- All B&W Prints billed at: \$0.0135
- All Tier 1 Color Prints at: \$0.045 (Tier 1 is 0-4.0% Color Fill)
- All Tier 2 Color Prints at: \$0.065 (Tier 2 is 4.01%-7% Color Fill)
- All Tier 3 Color Prints at: \$0.09 (Tier 3 is 7.01%-Up% Color Fill)



Current and proposed cost

D	C	D	E	F
Volume	Current 307CI	Current 307CI	MA 4500ci	MA4500ci Cost
2709	\$0.0195	\$52.83	\$0.0135	\$36.57
1930	\$0.0800	\$154.40	\$0.0450	\$86.85
27	\$0.1000	\$2.70	\$0.0650	\$1.76
37	\$0.1300	\$4.81	\$0.0900	\$3.33
	Maintenance Totals	\$214.74		\$128.51
	Lease	\$89.00		\$86.89
	Total Expenses	\$303.74		\$215.40





*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 3, 2024

Subj: Commission Update

1. **County Burn Ban:** I am recommending the Commission pass the county burn ban resolution due to the extreme dry conditions and the potential control burns by the US Forest Service Resource Management Plan. (attached)
2. **Fires & Incidents:**
 - a. 9/17/2024: Fire Call (Structure): Juniper Rd., Hot Springs: Hot Springs Fire, Minnekahta Fire, Oral Fire, SD WFS, Hot Springs Police, Hot Springs Ambulance and Fall River Sheriff.
 - b. 9/19/2024: Sig. 1 Accident: 108 S. 23rd St., Hot Springs: Hot Springs Police, Hot Springs Ambulance, Hot Springs Fire and Fall River Sheriff.
 - c. 9/24/2024: Car Fire: 1271 S. 6th St., Hot Springs: Hot Springs Fire, Hot Springs Police and Fall River Sheriff.
 - d. Numerous smoke calls throughout the county, all unfounded.


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

FALL RIVER COUNTY RESOLUTION #2024-_____
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 3rd day of October, 2024.

ATTEST:

Sue Ganje, Auditor

Joe Falkenburg
Chairman, Fall River Commission



Exhibit A

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including FDA-approved Medication-Assisted Treatment (MAT).
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs ("OTPs") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD and family members and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("DATA 2000") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication– Assisted Treatment.

**B. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(INTERVENTION)**

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients

on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

C. SUPPORT PEOPLE IN TREATMENT AND RECOVERY AND REDUCE STIGMA

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a) Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("PAARI");
 - b) Active outreach strategies such as the Drug Abuse Response Team ("DART") model;
 - c) "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d) Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("LEAD") model;
 - e) Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 - f) Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions ("CTI"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF WOMEN WHO ARE OR MAY BECOME PREGNANT

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and childcare services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE PROPER PRESCRIBING OF OPIOIDS

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:
 - a) Increase the number of prescribers using PDMPs;
 - b) Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 - c) Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("SAMHSA").

7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("ADAM") system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



HB1057 - indigent defense allocation by county

1 message

Kristie Jacobsen <kris@sdcountycommissioners.org>

Fri, Sep 20, 2024 at 12:14 PM

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 <panderson@lincolncountysd.org>, Rhea 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 afternoon,

Here is how the \$3 Million additional funds were allocated by county for indigent defense: (HB1057)

County	Court-Appointed Attorney & Public Defender Offices Gross Expenditures	Abused & Neglected Children's Gross Expenditures	Total Gross Expenditures	Total Funds Allocated
Aurora	\$ 19,157.32	\$ 7,690.25	\$ 26,847.57	\$ 3,179.76
Beadle	\$ 45,101.43	\$ 15,076.40	\$ 60,177.83	\$ 7,127.32
Bennett	\$ 134,805.85	\$ 5,590.11	\$ 140,395.96	\$ 16,628.17
Bon Homme	\$ 113,582.48	\$ 4,305.13	\$ 117,887.61	\$ 13,962.33
Brookings	\$ 530,822.09	\$ 37,375.10	\$ 568,197.19	\$ 67,295.93
Brown	\$ 791,575.76	\$ 27,215.14	\$ 818,790.90	\$ 96,975.66
Brule	\$ 144,855.41	\$ 27,781.16	\$ 172,636.57	\$ 20,446.67
Buffalo	\$ 21,059.53	\$ 0	\$ 21,059.53	\$ 2,494.24
Butte	\$ 242,968.83	\$ 14,639.97	\$ 257,608.80	\$ 30,510.58
Campbell	\$ 19,285.44	\$ 0	\$ 19,285.44	\$ 2,284.12
Charles Mix	\$ 310,128.69	\$ 48,761.63	\$ 358,890.32	\$ 42,506.12
Clark	\$ 31,487.44	\$ 0	\$ 31,487.44	\$ 3,729.30
Clay	\$ 182,086.52	\$ 4,029.00	\$ 186,115.52	\$ 22,049.08
Codington	\$ 1,120,073.00	\$ 0	\$ 1,120,073.00	\$ 132,658.80
Corson	\$ 46,743.12	\$ 518.94	\$ 47,262.06	\$ 5,597.61
Custer	\$ 107,208.55	\$ 5,684.40	\$ 112,892.95	\$ 13,370.77
Davidson	\$ 504,297.13	\$ 7,868.47	\$ 512,165.60	\$ 60,659.68
Day	\$ 98,661.45	\$ 500.00	\$ 99,161.45	\$ 11,744.45
Deuel	\$ 21,167.34	\$ 0	\$ 21,167.34	\$ 2,507.01
Dewey	\$ 8,100.28	\$ 0	\$ 8,100.28	\$ 959.38
Douglas	\$ 16,839.90	\$ 0	\$ 16,839.90	\$ 1,994.48
Edmunds	\$ 14,262.89	\$ 0	\$ 14,262.89	\$ 1,689.26
Fall River	\$ 284,010.07	\$ 21,562.81	\$ 305,572.88	\$ 36,191.33
Faulk	\$ 8,968.20	\$ 0	\$ 8,968.20	\$ 1,062.17
Grant	\$ 85,948.39	\$ 7,586.15	\$ 93,534.54	\$ 8,709.26
Gregory	\$ 77,286.73	\$ 0	\$ 77,286.73	\$ 8,561.47
Haakon	\$ 22,609.73	\$ 0	\$ 22,609.73	\$ 2,677.84
Hamlin	\$ 48,668.43	\$ 0	\$ 48,668.43	\$ 5,764.17
Hand	\$ 17,362.10	\$ 849.40	\$ 18,211.50	\$ 2,156.93
Hanson	\$ 60,133.00	\$ 0	\$ 60,133.00	\$ 7,122.01
Harding	\$ 2,623.07	\$ 0	\$ 2,623.07	\$ 310.67
Hughes	\$ 819,428.92	\$ 0	\$ 819,428.92	\$ 97,051.22
Hutchinson	\$ 45,722.96	\$ 256.80	\$ 45,979.76	\$ 5,445.73
Hyde	\$ 6,475.05	\$ 0	\$ 6,475.05	\$ 766.89
Jackson	\$ 80,998.38	\$ 4,843.53	\$ 85,841.91	\$ 10,166.91
Jerauld	\$ 14,012.38	\$ 1,719.26	\$ 15,731.64	\$ 1,863.22
Jones	\$ 36,610.08	\$ 0	\$ 36,610.08	\$ 4,336.01
Kingsbury	\$ 13,298.07	\$ 0	\$ 13,298.07	\$ 1,574.99
Lake	\$ 263,670.06	\$ 18,731.08	\$ 282,401.14	\$ 33,446.92
Lawrence	\$ 581,484.85	\$ 44,412.29	\$ 625,897.14	\$ 74,129.78
Lincoln	\$ 1,476,865.58	\$ 53,118.80	\$ 1,529,984.38	\$ 181,207.73
Lyman	\$ 79,288.36	\$ 0	\$ 79,288.36	\$ 9,390.73
Marshall	\$ 36,227.25	\$ 392.90	\$ 36,620.15	\$ 4,337.20
McCook	\$ 185,792.64	\$ 15,592.66	\$ 201,385.30	\$ 23,851.60
McPherson	\$ 13,224.28	\$ 0	\$ 13,224.28	\$ 1,566.25
Meade	\$ 525,339.76	\$ 20,288.11	\$ 545,627.87	\$ 64,622.88
Mellette	\$ 73,588.43	\$ 0	\$ 73,588.43	\$ 8,715.64
Miner	\$ 16,846.80	\$ 833.50	\$ 17,680.30	\$ 2,094.01
Minnehaha	\$ 7,237,860.72	\$ 483,683.74	\$ 7,721,544.46	\$ 914,521.47
Moody	\$ 174,044.89	\$ 11,472.31	\$ 185,517.20	\$ 21,972.22
Oglala Lakota	\$ 3,145.84	\$ 0	\$ 3,145.84	\$ 372.59
Pennington	\$ 5,467,690.65	\$ 461,334.00	\$ 5,929,084.65	\$ 702,226.77
Perkins	\$ 24,319.99	\$ 651.10	\$ 24,971.09	\$ 2,957.52
Potter	\$ 17,641.57	\$ 0	\$ 17,641.57	\$ 2,089.43
Roberts	\$ 489,563.01	\$ 0	\$ 489,563.01	\$ 54,429.56
Sanborn	\$ 19,851.55	\$ 0	\$ 19,851.55	\$ 2,351.17
Spink	\$ 83,600.25	\$ 12,222.77	\$ 95,823.02	\$ 11,349.05
Stanley	\$ 99,657.08	\$ 0	\$ 99,657.08	\$ 11,807.56

Sully	\$ 10,772.63	\$ 6,800.51	\$ 17,573.14	\$ 2,081.32
Todd	\$ 4,281.19	\$0	\$ 4,281.19	\$ 507.05
Tripp	\$ 53,603.97	\$ 1,346.79	\$ 54,950.76	\$ 6,508.24
Turner	\$ 125,783.02	\$0	\$ 125,783.02	\$ 14,897.44
Union	\$ 250,293.26	\$0	\$ 250,293.26	\$ 29,644.14
Walworth	\$ 83,211.81	\$ 22,897.42	\$ 106,109.23	\$ 12,567.33
Yankton	\$ 410,137.06	\$ 20,109.19	\$ 430,246.25	\$ 50,957.35
Ziebach	\$ 10,777.88	\$0	\$ 10,777.88	\$ 1,276.51
Totals	\$23,911,985.39	\$1,417,800.82	\$25,329,786.21	\$3,000,000.00

Have a great weekend,

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



2024 South Dakota Legislature

House Bill 1057

ENROLLED

AN ACT

ENTITLED 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.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. That a NEW SECTION be added to title 23A:

The terms used in this chapter mean:

- (1) "Attorney," a person licensed to practice law in this state as provided in chapter 16-16, with active membership and in good standing of the State Bar of South Dakota;
- (2) "Chief defender," the attorney appointed by the commission to head the Office of Indigent Legal Services;
- (3) "Commission," the Commission of Indigent Legal Services;
- (4) "Effective assistance of counsel," legal defense services in a criminal case that comply with the standards required by state and federal law;
- (5) "Indigent," a person who does not have sufficient money, credit, or property to employ an attorney and pay for the necessary expenses of representation;
- (6) "Indigent representation services," legal defense services provided by an attorney to an indigent person where there is a right to counsel under state or federal law;
- (7) "Office of Indigent Legal Services," or "office," a state government entity that provides direct indigent representation services and implements the objectives of the commission;
- (8) "Private appointed attorney," an attorney who is not employed by the government and who provides indigent representation services; and
- (9) "Public defender," an attorney employed by the government who provides indigent representation services.

Section 2. That a NEW SECTION be added to title 23A:

There is hereby created the Commission on Indigent Legal Services. The commission shall oversee indigent representation services in South Dakota to ensure the effective assistance of counsel where there is a right to counsel under state or federal law.

Section 3. That a NEW SECTION be added to title 23A:

The Commission on Indigent Legal Services consists of nine members appointed as follows:

- (1) Three members, not less than two of which are attorneys licensed in South Dakota, appointed by the Governor, that have significant experience in criminal proceedings or a demonstrated commitment to indigent defense, one initially appointed for a term of four years, one initially appointed for a term of three years, and one initially appointed for a term of two years;
- (2) Three members, not less than two of which are attorneys licensed in South Dakota, appointed by the chief justice of the Supreme Court, that have experience in criminal proceedings or a demonstrated commitment to indigent defense, one initially appointed for a term of four years, one initially appointed for a term of three years, and one initially appointed for a term of two years;
- (3) One member appointed by the president pro tempore of the Senate, initially appointed for a term of three years;
- (4) One member appointed by the speaker of the House of Representatives, initially appointed for a term of three years; and
- (5) One member appointed by the executive director of the South Dakota Association of County Commissioners, initially appointed for a term of two years.

Thereafter, each appointment shall serve for a term of four years. Members may be reappointed for successive four-year terms, but may not serve for more than twelve years.

The commission shall organize and elect a chairperson at its first meeting. The commission shall hold meetings at the call of the chairperson, or at the request of a majority of its members. No current law enforcement official or prosecutor may serve as a member of the commission. Only one actively serving judge, one private appointed attorney, and one public defender may serve on the commission, and these members may not serve as the chairperson.

Section 4. That a NEW SECTION be added to title 23A:

The commission may remove a member for good cause by a two-thirds vote of the commission. The appointing authority that made the initial appointment shall appoint a member to fill the vacancy for the length of the unexpired term.

Section 5. That a NEW SECTION be added to title 23A:

No commission member may receive compensation for services on the commission. A member shall receive per diem as provided by § 4-7-10.4 and travel expenses for attending commission meetings.

Section 6. That a NEW SECTION be added to title 23A:

The commission shall oversee indigent representation services to ensure effective assistance of counsel in the state court system where there is a right to counsel under state or federal law. The commission shall:

- (1) Appoint a chief defender to head the Office of Indigent Legal Services, as provided in section 9 of this Act;
- (2) Explore mechanisms for the state to ensure adequate funding for indigent representation services statewide, including state and local governments sharing the cost of such services;
- (3) Advocate for resources and policies necessary to ensure effective indigent representation services statewide; and
- (4) Promulgate rules pursuant to chapter 1-26 to:
 - (a) Establish minimum training standards, maximum caseloads allowed, and procedures to reassign conflict cases;
 - (b) Monitor, evaluate, and enforce compliance with the standards established in subsection (4)(a);
 - (c) Establish hourly rates and travel reimbursement rates for attorneys appointed or contracted by the Office of Indigent Legal Services that are comparable to those paid to other attorneys for similar case types;
 - (d) Provide auditing and monitoring of billings for private appointed attorneys and vendor compensation to standardize compensation rates established in subsection (4)(c); and
 - (e) Provide for the collection of data from state and local systems to inform the oversight duties of the commission.

Section 7. That a NEW SECTION be added to title 23A:

There is hereby created the Office of Indigent Legal Services. The office shall provide indigent representation services and shall oversee indigent representation services in the state courts to ensure the effective assistance of counsel where there is a right to counsel under state or federal law.

Section 8. That a NEW SECTION be added to title 23A:

The Office of Indigent Legal Services shall provide statewide indigent representation services in direct appeals in criminal cases, habeas corpus appeals, and abuse or neglect of a child appeal cases. The office may expand its scope of indigent representation services to include additional case types as approved by the commission. The office shall determine the method of delivering indigent representation services by utilizing public defenders, private appointed attorneys, or a combination of both. The office may contract with private appointed attorneys to deliver indigent representation and shall provide oversight and review of any contracted attorneys.

Section 9. That a NEW SECTION be added to title 23A:

The commission shall appoint a chief defender by a majority vote. The chief defender shall head and maintain the Office of Indigent Legal Services. The chief defender shall serve for a term of four years. The commission may reappoint the chief defender to successive terms of four years. There are no term limits. The commission may remove the chief defender during an unexpired term by a two-thirds vote of the commission.

Section 10. That a NEW SECTION be added to title 23A:

The chief defender must be an attorney with the following qualifications:

- (1) Experience in indigent representation services in criminal cases;
- (2) Commitment to ensuring effective assistance of counsel to all the indigent people of the state; and
- (3) Demonstrated experience or potential in management, budget, and the state legislative process.

The chief defender may not engage in the private practice of law.

Section 11. That a NEW SECTION be added to title 23A:

The chief defender may:

- (1) Hire or contract for attorney, professional, technical, and support personnel;

- (2) Establish an administrative office within the Office of Indigent Legal Services;
- (3) Exercise supervisory authority over all employees of the office;
- (4) Assist the commission in the development of standards related to indigent representation services;
- (5) Monitor, evaluate, and enforce compliance with standards adopted by the commission;
- (6) Develop strategic plans, and conduct research and studies, to inform the objectives of the commission;
- (7) Develop strategic plans to expand the office's scope of providing indigent representation to include additional case types;
- (8) Establish branch public defender offices;
- (9) Provide training and support to indigent defense attorneys statewide; and
- (10) Perform other duties as may be prescribed by the commission.

Section 12. That a NEW SECTION be added to title 23A:

The Commission on Indigent Legal Services and Office of Indigent Legal Services is attached to the Unified Judicial System for budgetary purposes only.

Section 13. That a NEW SECTION be added to title 23A:

The Commission on Indigent Legal Services is subject to chapter 1-26. The commission shall serve a copy of a proposed rule and any publication described in § 1-26-6.6 upon the chair of the commission to which it is attached for the chair's written approval to proceed. After receiving the written approval of the chair, the commission shall serve the director of the Legislative Research Council and the commissioner of the Bureau of Finance and Management as required pursuant to subdivision 1-26-4(2).

Section 14. That a NEW SECTION be added to title 23A:

The Office of Indigent Legal Services may enter into joint powers agreements pursuant to chapter 1-24 with state agencies for administrative support, accounting, payroll, and personnel services.

Section 15. There is hereby appropriated from the general fund the sum of \$3,000,000 to the Commission on Indigent Legal Services to reimburse the cost of indigent legal services to counties.

Section 16. The Commission on Indigent Legal Services shall distribute the moneys described in section 15 of this Act to the counties based on the following formula. The commission shall, within sixty days of the end of the fiscal year, determine and verify from receipts and expenditure records the total expenditures by all counties for court appointed attorneys and public defender offices. The commission shall then establish a percentage ratio of the total expenditures by counties for court appointed attorneys and public defender offices. The commission shall apply that percentage ratio to each county's gross expenditure for court appointed attorneys and public defender offices to determine its respective payment.

Section 17. The chief defender of the Office of Indigent Legal Services shall approve vouchers and the state auditor shall draw warrants to pay expenditures authorized by this Act.

Section 18. Any amounts appropriated in this Act not lawfully expended or obligated shall revert in accordance with the procedures prescribed in chapter 4-8.

Section 19. Whereas, this Act is necessary for the support of the state government and its existing public institutions, an emergency is hereby declared to exist, and this Act shall be in full force and effect from and after its passage and approval.

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.

I certify that the attached Act originated in the:

Received at this Executive Office this ____ day of _____,

House as Bill No. 1057

2024 at _____ M.

Chief Clerk

By _____
for the Governor

Speaker of the House

The attached Act is hereby approved this ____ day of _____, A.D., 2024

Attest:

Chief Clerk

Governor

STATE OF SOUTH DAKOTA,

ss.

Office of the Secretary of State

President of the Senate

Attest:

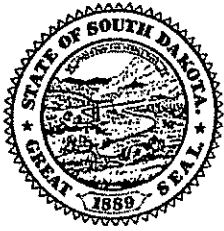
Filed _____, 2024
at _____ o'clock __ M.

Secretary of the Senate

Secretary of State

House Bill No. 1057
File No. _____
Chapter No. _____

By _____
Asst. Secretary of State



**DEPARTMENT OF EXECUTIVE MANAGEMENT
BUREAU OF FINANCE AND MANAGEMENT**

500 East Capitol Ave. • Pierre, South Dakota 57501-5007 • Voice: (605) 773-3411 • Fax: (605) 773-4711

M E M O R A N D U M

TO: Department Secretaries; Bureau Commissioners; Legislative, Judicial, and Constitutional Officers; Institution Superintendents; and University Presidents

FROM: Morgan Gruebele, Chief Budget Analyst
Bureau of Finance and Management

SUBJECT: Travel Reimbursement Rates for FY2025

DATE: April 16, 2024

Due to the passage of HB 1060 during the 2024 Legislative Session, various travel reimbursement rates will increase on July 1, 2024, including the mileage reimbursement rate, in-state lodging reimbursement rate, and Highway Patrol daily meal allowance rate. By streamlining these rates with federal standards, the state's travel reimbursement rates will be more reflective of the actual costs of travel. Each October 1, the mileage rate and in-state lodging reimbursement rate will update to align with the rates set by the federal government.

A. MILEAGE REIMBURSEMENT

Effective July 1, 2024, the mileage reimbursement rate will increase to be consistent with the mileage reimbursement rate for business set by the Internal Revenue Service (IRS), or \$0.655 per mile. If a state employee elects to use a personal vehicle for state business but an Office of Fleet and Travel Management pool vehicle is available, the mileage reimbursement rate will be set at 45% of the rate set by the IRS, or \$0.295 per mile.

B. IN-STATE LODGING

Effective July 1, 2024, the maximum in-state lodging reimbursement rate will increase to be consistent with the actual cost of in-state lodging, not to exceed the rate set by the General Service Administration (GSA). The standard rate of \$107 per night will apply to travel in all counties in South Dakota, except for those specifically listed by the GSA. The lodging reimbursement rate for out-of-state and out-of-country travel will not change from the current rate of \$175 per night, with an additional \$100 available with excess lodging approval.

Primary Destination	County	Maximum Lodging Rate
Standard Rate	Applies for all locations without specified rates	\$107
Deadwood/Spearfish	Lawrence	October – May: \$107 June – September: \$157
Hot Springs	Fall River/Custer	October – May: \$107 June – September: \$152
Rapid City	Pennington	October – May: \$107 June – August: \$169 September: \$107

Travel Reimbursement Rates

Effective July 1, 2024

Mileage Reimbursement

SDCL 3-9

Type	Rate	Comments
High Mileage	\$0.655/mile	Personal vehicle is used AND state motor pool vehicle is not available.
Low Mileage	\$0.295/mile	Personal vehicle is used AND state motor pool vehicle is available.
Special Needs Mileage	\$0.85/mile	Large personal vehicle is used (ex. Van, truck, SUV).
Special Needs Mileage	\$0.655/mile	Personal vehicle is used.

In-State Travel Reimbursement

In-State Lodging

SDCL 3-9-2

Primary Destination	County	Maximum Lodging Rate + Taxes and Mandatory Fees
Standard Rate	Applies for all locations without specified rate	\$107
Deadwood/Spearfish	Lawrence	October – May: \$107; June – September: \$157
Hot Springs	Fall River/Custer	October – May: \$107; June – September: \$152
Rapid City	Pennington	October – May: \$107; June – August: \$169; September: \$107

In-State Meals

ARSD 05:01:02:14

Meal	Amount	Leave Before	Arrive After
Breakfast	\$6	5:31 AM	7:59 AM
Lunch	\$14	11:31 AM	12:59 PM
Dinner	\$20	5:31 PM	7:59 PM
Daily Maximum	\$40		

Out-of-State Travel Reimbursement

ARSD 05:01:02:11

Lodging	\$175 + tax	Additional \$100 available with excess lodging approval.
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Meal	Amount	Leave Before	Arrive After
Breakfast	\$10	5:31 AM	7:59 AM
Lunch	\$18	11:31 AM	12:59 PM
Dinner	\$28	5:31 PM	7:59 PM
Daily Maximum	\$56		

Out-of-Country Travel Reimbursement

ARSD 05:01:02:10.01

Lodging	\$175 + tax	Additional \$100 available with excess lodging approval.
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Meal	Amount	Leave Before	Arrive After
Breakfast	\$10	5:31 AM	7:59 AM
Lunch	\$21	11:31 AM	12:59 PM
Dinner	\$29	5:31 PM	7:59 PM
Daily Maximum	\$60		

FALL RIVER COUNTY RESOLUTION #2024-_____

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

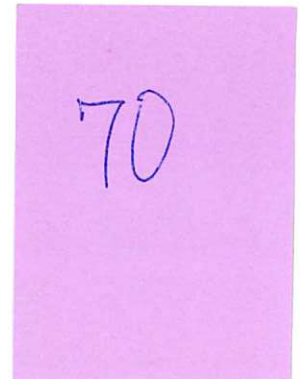
NOW THEREFORE BE IT RESOLVED that the above rates are effective July 1, 2024.

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

Joe Falkenburg, Chair
Fall River Board of County Commissioners

ATTEST:

Sue Ganje
Fall River County Auditor





DEPARTMENT OF EXECUTIVE MANAGEMENT BUREAU OF FINANCE AND MANAGEMENT

500 East Capitol Ave. • Pierre, South Dakota 57501-5007 • Voice: (605) 773-3411 • Fax: (605) 773-4711

MEMORANDUM

TO: Department Secretaries; Bureau Commissioners; Legislative, Judicial, and Constitutional Officers; Institution Superintendents; and University Presidents

FROM: Morgan Gruebele, Chief Budget Analyst
Bureau of Finance and Management

SUBJECT: Travel Reimbursement Rates for FY2025 – Effective October 1, 2024

DATE: September 20, 2024

As outlined in [HB 1060](#) during the 2024 Legislative Session, the mileage rate and the in-state lodging reimbursement rate will be updated to align with the rates set by the federal government.

A. MILEAGE REIMBURSEMENT

Effective October 1, 2024, the mileage reimbursement rate will increase to be consistent with the mileage reimbursement rate for business set by the Internal Revenue Service (IRS), or \$0.67 per mile. If a state employee elects to use a personal vehicle for state business but an Office of Fleet and Travel Management pool vehicle is available, the mileage reimbursement rate will be set at 45% of the rate set by the IRS, or \$0.302 per mile.

B. IN-STATE LODGING

Effective October 1, 2024, the maximum in-state lodging reimbursement rate will increase to be consistent with the actual cost of in-state lodging, not to exceed the rate set by the [General Service Administration \(GSA\)](#). The standard rate of \$110 per night will apply to travel in all counties in South Dakota, except for those specifically listed by the GSA. The lodging reimbursement rate for out-of-state and out-of-country travel will not change from the current rate of \$175 per night, with an additional \$100 available with excess lodging approval.

Primary Destination	County	Maximum Lodging Rate
Standard Rate	Applies for all locations without specified rates	\$110
Deadwood/Spearfish	Lawrence	October: \$140 November – April: \$110 May – September: \$140
Hot Springs	Fall River/Custer	October – May: \$110 June – September: \$161
Rapid City	Pennington	October – May: \$110 June – August: \$158 September: \$110

If you have any questions regarding how these changes will impact your agency, please contact your assigned budget analyst.

Morgan Gruebele, BFM Chief Budget Analyst
cc: University Business Managers, Fiscal Officers

Travel Reimbursement Rates

Effective October 1, 2024

Mileage Reimbursement

SDCL 3-9

Type	Rate	Comments
High Mileage	\$0.67/mile	Personal vehicle is used AND state motor pool vehicle is not available.
Low Mileage	\$0.302/mile	Personal vehicle is used AND state motor pool vehicle is available.
Special Needs Mileage	\$0.871/mile	Large personal vehicle is used (ex. Van, truck, SUV).
Special Needs Mileage	\$0.67/mile	Personal vehicle is used.

In-State Travel Reimbursement

In-State Lodging

SDCL 3-9-2

Primary Destination	County	Maximum Lodging Rate + Taxes and Mandatory Fees
Standard Rate	Applies for all locations without specified rate	\$110
Deadwood/Spearfish	Lawrence	October: \$140; November – April: \$110; May – September: \$140
Hot Springs	Fall River/Custer	October – May: \$110; June – September: \$161
Rapid City	Pennington	October – May: \$110; June – August: \$158; September: \$110

In-State Meals

ARSD 05:01:02:14

Meal	Amount	Leave Before	Arrive After
Breakfast	\$6	5:31 AM	7:59 AM
Lunch	\$14	11:31 AM	12:59 PM
Dinner	\$20	5:31 PM	7:59 PM
Daily Maximum	\$40		

Out-of-State Travel Reimbursement

ARSD 05:01:02:11

Lodging	\$175 + tax	Additional \$100 available with excess lodging approval.
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Meal	Amount	Leave Before	Arrive After
Breakfast	\$10	5:31 AM	7:59 AM
Lunch	\$18	11:31 AM	12:59 PM
Dinner	\$28	5:31 PM	7:59 PM
Daily Maximum	\$56		

Out-of-Country Travel Reimbursement

ARSD 05:01:02:10.01

Lodging	\$175 + tax	Additional \$100 available with excess lodging approval.
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Meal	Amount	Leave Before	Arrive After
Breakfast	\$10	5:31 AM	7:59 AM
Lunch	\$21	11:31 AM	12:59 PM
Dinner	\$29	5:31 PM	7:59 PM
Daily Maximum	\$60		

FALL RIVER COUNTY RESOLUTION #2024-_____

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.

Joe Falkenburg, Chair
Fall River Board of County Commissioners

ATTEST:

Sue Ganje
Fall River County Auditor





2507 E Saint Patrick St
Rapid City, Sd 57702

Project name & Location
Fall River County Multi Roof Replacement
Hot Springs, SD 57747

MASTER CONTRACT AGREEMENT

AGREEMENT made as of the **12/1/23**

BETWEEN the Owner:

Fall River County
Hot Springs, SD 57747

AND the Contractor:

Black Hills Exteriors LLC
2507 E. Saint Patrick St
Rapid City, SD 57703
Phone (605)716-7663

The Owner and Contractor agree as follows.

MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

This Master Agreement shall be effective for one year after the date first written above ("Date of this Master Agreement").

This Master Agreement shall apply to all Work agreed to by the parties within the term of this Master Agreement until completion of the Work.

This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Work under this Master Agreement are completed or terminated.

The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Sue Ganje
County Auditor
Fall River County / Oglala Lakota County
P. 605.745.5130

The Contractor identifies the following representative authorized to act on the Contractor's behalf with respect to this Master Agreement:

Black Hills Exteriors LLC
2507 E. Saint Patrick St
Rapid City, SD 57703
Phone (605)716-7663

CONTRACT SUM

The owner shall pay the contractor the Contract sum amounts in current funds for the contractor's performance of Exhibit "A". The Total contract sum to be paid shall be: Insurance proceeds including insurance deductible.

Prices include all Labor, Equipment, Fuel, Materials Subcontractor's insurance, supervision, fees and taxes to complete the work. Work will meet all current city, County, and State codes. Standard construction practices and manufacturer specifications for all material installed. Upon completion of all work, all systems will be complete working systems.

Costs of any Permits will be paid by the insurance company upon final invoice and receipt per your policy. They will give this in addition to the costs they have already approved to date. Permit Costs will be added to Contractors final invoice as a cost incurred to perform the work herein.

PAYMENT TERMS

Subject to the provisions of this contract, including without limitation, the rights of owner to withhold payment per retainage agreement only, the owner shall pay the contractor as follows:

Contractor shall submit for payment to owner via invoice on a percentage basis. Invoices will be delivered no later than the 20th of any given month and will be paid by owner on a Net 15 term. Progress Payments will be made per schedule set forth herein:

Progress payment to be submitted monthly based on approved schedule of values

Retainage

For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows: Retainage can be withheld in the amount of 10% of the total of the final progress invoice per payment schedule herein.

Taxes

The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded for an individual Contract, whether or not yet effective or merely scheduled to go into effect.

Permits, Fees, Notices, and Compliance with Laws

The Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work that are customarily secured after execution of a Contract and legally required at the time bids are received or negotiations concluded.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such work and shall bear the costs attributable to correction.

Default in payment

Should default be made in payment of this agreement for more than fifteen days, a late charge equal to five percent of the amount due plus interest from the date thereof at a rate of one and one-half (1 1/2) percent per month (18% per annum) or such maximum amount allowed by law, and if placed in the hands of an attorney for collection, all allowable attorney fees and legal and filing fees shall be paid by the owner/agent.

If material has to be reordered or restocked because of a cancellation or change by the owner/agent there will be a reordering or restocking fee equal to fifteen percent (15%) of the material cost.

All additional direct costs, overhead and profit approved and paid to the owner/agent by the insurance provider on a supplemental request directly related to the work in this agreement, shall be included in the agreed amount with insurance provider and are due to the contractor in accordance with the payment schedule set forth herein.

CHANGE ORDERS

Any alteration or deviation from contract specifications will require the execution of a change order. It is agreed that all terms and conditions of this agreement shall apply equally to additional work added to this agreement in the form of a change order. No repair work or alterations shall be done, except as specified and expressly agreed to by company and owner in writing. Work required under a change order will not begin until full payment of the change order is made by owner. Further, if company encounters any unforeseen conditions during the course of the work, it shall promptly notify owner and changes in the work, if any, shall be made by written change order.

Any code upgrades that are a result of this project will result in a "change order" and any price increases that become part of the company's construction liability are accepted to be added to the total agreement amount.

Any upgrade(s) or additional work requested by owner/agent that is not part of original contract amount will be owner/agent's financial responsibility and will become part of this agreement.

FINAL COMPLETION AND FINAL PAYMENT

Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final progress invoices for Payment, the Owner will promptly make any necessary inspections and, when the Owner finds the Work acceptable the Contract fully performed, the Owner will promptly issue a final Certificate for Payment stating that to the best of the Owners knowledge, information and belief, and on the basis of the Owners on-site visits and inspections, the Work has been to your satisfaction and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable.

Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of the Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment

PROJECT TIMING

Company agrees to diligently endeavor to complete the work promptly. However, owner acknowledges that any date is only estimate and is subject to change due to many factors

including, but not limited to: (i) changes in the work requested by owner; (ii) delays in receiving materials specified; (iii) delays resulting from acts of god or adverse weather conditions; (iv) delays caused by shortages of labor, materials or equipment; and (v) other causes reasonably beyond company's control. Owner agrees that the schedule for completing the improvements represents company's good faith estimate and company will not be liable to owner for delays in completion of the work under this agreement.

Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

The date of Substantial Completion is the date certified by the Contractor in accordance with this Section.

If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Owner determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Contractor may determine.

SCHEDULE (Weather Contingent)

The Contractor shall perform the Work the best of their ability in general accordance with the schedule submitted to the Owner in this agreement. Estimated completion is currently 1/1/25, but may be adjusted based upon agreed supplementation with insurance company. Final Schedule will be amended once supplementation is completed and final scope of work is established.

(Table will be updated 30 days prior to commencement and amended to this contract)

	Building	Commencement	Substantial Completion
	Fall River County Courthouse	TBD	TBD
	Fall River County Old Museum	TBD	TBD
	Fall River County Weed and Pest	TBD	TBD
	Fall River County South Annex	TBD	TBD
	Fall River County DOE	TBD	TBD
	Fall River County Storage Units	TBD	TBD
	Fall River County Jail/ Sheriffs office	TBD	TBD

SUBSTANTIAL COMPLETION

Date of substantial completion is defined as the date when company notifies owner that the project is complete and submits final invoice. If owner deems and company agrees there is work yet to be done, or work that is insufficient or unsatisfactory, this work will be itemized in a "punch list." Owner may withhold up to 10% of original contract total from final invoice payment in good faith of punch list being completed. Owner will pay this retained amount to contractor within 7 days of completion of punch list items by company. Creation of a punch list does not void or change the due date of the final payment.

WARRANTY

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

- a. Special Provision for Roofing warranty: The Contractors limited workmanship warranty on roof replacement is incorporated herein. The company is not responsible for ice dams (thawing and refreezing of ice, water or snow) or any other damage on or below the roof line due to leaks by excessive snow or wind-driven rain, ice or hail during the period of the warranty. Excessive winds is 50 or greater mph. The warranty is transferrable.

ADVERTISING

Owner grants company the right to display advertising signs on the property from the date of contracting through thirty (30) days following completion of work. Owner further gives company permission to take pictures or video of premises before and after completion of the project for use in company advertising. Owner grants to company the right to use any correspondence directed to company concerning the work in company's advertising promotion.

OWNER RESPONSIBILITIES

Unless otherwise specified, company's price is based upon owner's representation that there are no conditions preventing company from proceeding with the usual installation procedures for the materials required under this agreement. Owner represents that personal effects, personal property and plants will be relocated or trimmed prior to the beginning of work so that company has free access to free portions of the premises where work is to be done. Owner authorizes company to use owner's electricity for work to be completed under this agreement. Owner further understands that as a precautionary measure all pictures and wall accessories that are not securely fastened should be removed until all work has been completed. Owner

shall carry premises liability insurance. If necessary for the work, owner shall secure permission to work on or over adjoining property at no cost to company. Owner agrees to be responsible and to hold company harmless and accept any risks resulting from access through adjacent properties. Owner grants company and its employees the right to perform contracted services during daylight hours from Monday through Saturday between 7:00 a.m. (for mobilization) and then 8:00 a.m. To 6:00 p.m. For construction work, unless otherwise specified by owner.

Information and services required of the owner

Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section, the Contract Time shall be extended appropriately.

The Owner shall furnish all necessary surveys and a legal description of sites referenced in the work if needed.

The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relate to the safe performance of the Work.

Owner's right to stop the work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

Owner's right to carry out the work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a Twenty-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval to withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim against the owner.

GENERAL CONDITIONS SET FORTH BY OWNER

Subcontractor will communicate with the site team and owner's representatives on a daily basis.

Work schedule and hours to be coordinated with on site manager. Work may be performed between the hours of 7 AM and 6 PM. Mobilization may begin at 6 Am. No work on Sundays.

Clean up and dispose of all debris created from this scope of work on a daily basis

PLEASE FEEL FREE TO ADD COMMENT HERE TO BE INCLUDED (to be reviewed before accepted)

This exhibit is made a part of the subcontractor's contract agreement.

CONTRACTOR RESPONSIBILITIES

Review of Contract Documents and Field Conditions by Contractor

Execution of Work by the Contractor represents that the Contractor has visited the relevant site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the owner if any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the owner may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner of any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner/Agent may require.

Supervision and Construction Procedures

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under a Contract, unless the Contract Documents give other specific instructions concerning these matters.

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work.

Labor and Materials

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Owner and in accordance with a Modification.

Subcontractors

A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at a Project site.

Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after execution of this contract, shall notify the Owner of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

Contractor intends to use the following subcontractors (but is not limited to)

SUB-CONTRACTOR	TRADE
AR Roofing Experts LLC	Asphalt Roofing
J&L Construction	Gutters
INA Pimpans	Flat Roofing
Action Mechanical	HVAC

Subcontractor list will be provided before commencement of onsite work.

Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner.

All work done by hired subcontractors that results in failure of product because of installation or workmanship will be handled legally by the sub-contractors liability insurance and not the company's liability insurance

PROTECTION OF PERSONS AND PROPERTY

Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of a Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 Employees on the Work and other persons who may be affected thereby;
- .2 The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules, and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Section, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

Hazardous Materials

The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

INSURANCE AND BONDS

Contractor's Insurance

The Contractor shall purchase and maintain insurance coverage required in this section and as otherwise required for a specific project as set forth in the work being completed.

The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section.

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence, and TWO MILLION DOLLARS (\$2,000,000), general aggregate, and TWO MILLION DOLLARS (\$2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 Damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 Personal and advertising injury;
- .3 Damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 Bodily injury or property damage arising out of completed operations; and
- .5 The Contractor's indemnity obligations under this Section.

Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under this Section, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

Workers' Compensation at statutory limits.

Employers' Liability with policy limits not less than ONE MILLION DOLLARS (\$1,000,000) each accident, and ONE MILLION DOLLARS (\$1,000,000) each employee.

If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, as set forth in the Work.

The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

SPECIAL TERMS AND CONDITIONS SET FORTH BY CONTRACTOR

1. The Contractor shall have no responsibility for damages from rain, fire, tornado, windstorm, or other perils, as is normally contemplated to be covered by homeowner's insurance or business risk insurance, or unless a specific written agreement be made prior to commencement of the work.
2. Replacement of deteriorated decking, fascia boards, studs, insulation, roof jacks, ventilators, flashing or other materials, unless otherwise stated in this agreement, are not included and will be charged as an extra on a time and material basis.
3. If roofing and/or sheet metal work is involved, it is understood and agreed that the Contractor standard roof guarantee (see attached exhibit A) shall be acceptable and that all terms and provisions therein shall prevail. Unless otherwise specifically agreed to in writing prior to the commencement of the work.
4. During the duration of the work, the owner/agent's insurance will be responsible for any interior damage if the company has taken appropriate action to protect the roof during the repair/replacement of the roof.
5. If there are any solar panels on the roof, the company will not be responsible for damage during the repair, so owner/agent agrees to have solar panel Company take the appropriate action to protect it if necessary.
6. The contractor is not responsible for any pre-existing construction deficiencies that manifest themselves during the construction process, i.e. Nail pops, wood-rot, decking deflection, etc. If a construction problem is pointed out prior to construction and company is notified in writing, company will try to assist owner/agent to correct the problem(s) and will be charged as an extra on a time and material basis.
7. The company will not be responsible for the scratching or denting of gutters, oil droplets in driveways, fractures in concrete or damage to plants or shrubbery.
8. Contractor accepts no liability to indemnify or hold owner/agent harmless for damages to persons or property. Expect those that are the direct result of company's negligent error or omission on which occur during performance of the company's work. Company disclaims any and all liability for damages to persons or property resulting from mold growth within any part of the building envelope due to moisture entering the building envelope prior to company's completion of installation of the roof systems/membrane, siding, windows, and gutter systems or as the result of damage to or penetration of the installed roof systems/membrane, siding, window and gutter systems by others. Owner/agent understands and agrees that company shall have no responsibility at any time after completion of the work for damages of any kind to persons or property located below the installed roof systems/membrane, siding, window and gutter systems, whether or not such damages result from (a) leaks or weather oriented sources or (b) mold growth
9. The company's monetary damage liability for any claim of property damage arising out of the company's performance or non-performance of this agreement shall not exceed the total agreement amount written on this contract.
10. Any representations, statements, or other communications, not written on this agreement are agreed to be immaterial, and not relied on by either party, and do not survive the execution of this agreement.

WAIVER OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) any Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Master Agreement or other property insurance applicable to the Project where the loss occurred, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

If during a Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section for damages caused by fire or other causes of loss covered by this separate property insurance.

A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

TERMINATION OF A CONTRACT

A Contract may be terminated in accordance with these conditions. Termination of this Contract under shall not be deemed a termination of any other Contract created pursuant to this Master Agreement.

Termination by the Contractor

If the Owner fails to make payment as provided in the payment section for a period of 45 days through no fault of the Contractor, the Contractor may, upon seven additional days' notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

Termination by the Owner for Cause

The Owner may terminate a Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 fails to abide by any of the following without correction in a reasonable time frame: disregards applicable laws, statutes, ordinances, codes; or
- .4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.

When any of the reasons described herein exists, the Owner, upon certification that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate a Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

When the Owner terminates a Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and any expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by a 3rd party representative, upon application, and this obligation for payment shall survive termination of the Contract.

Termination by the Owner for Convenience

The Owner may, at any time, terminate a Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

If this agreement is cancelled by the owner, owner shall pay to the contractor twenty-five percent (25%) of the total agreement amount as liquidated damages, not as a penalty, and the company agrees to accept such as a reasonable and just compensation for said cancellation. The parties acknowledge and agree that damages the company might reasonably anticipate in the event of a breach of this agreement by the owner/agent(s) will be difficult to ascertain and the amount stipulated herein is a reasonable estimate of such damages.

CLAIMS AND DISPUTES

Claims, disputes, and other matters in question arising out of or relating to a Contract executed pursuant to this Master Agreement, will be subject to mediation as a condition precedent to binding dispute resolution.

Notice of Claims

Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in this section, shall be initiated by notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Master Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section.

If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Master Agreement. Demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall

be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to any Contracts formed pursuant to this Master Agreement. This mutual waiver includes

- .1 Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with this agreement. Nothing contained in this Section shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

CERTIFICATION

This Master Agreement represents the entire and integrated Master Agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both Owner and Contractor.

I certify that I am the owner or an authorized representative of the property subject to the above repairs and that I have the authority to enter into this agreement on behalf of said property.

This Master Agreement entered into as of the day and year first written above.

SCOPE OF WORK

The exact scope of work per building will be determined once clarification from the owner's insurance is completed and will be amended to this contract. The buildings involved in this contract are as follows.

Fall River County Courthouse - RCV \$50,369.59+ Agreed upon Supplement by insurance company and Black Hills Exteriors.

Fall River County Old Museum - RCV \$69,920.52+ Agreed upon Supplement by insurance company and Black Hills Exteriors.

Fall River County Weed & Pest - RCV \$9,292.24+ Agreed upon Supplement by insurance company and Black Hills Exteriors.

Fall River County South Annex - RCV \$65,912.92+ Agreed upon Supplement by insurance company and Black Hills Exteriors.

Fall River County DOE - RCV \$17,159.18+ Agreed upon Supplement by insurance company and Black Hills Exteriors.

Fall River County Storage Unit - RCV \$29,523.43+ Agreed upon Supplement by insurance company and Black Hills Exteriors.

Fall River County Sheriff Office / Jail - RCV (Roof not currently covered) HVAC \$6,058.09 + Agreed upon Supplement by insurance company and Black Hills Exteriors.

AUTHORIZATION

Owner authorizes Contractor to negotiate with the owner's insurance carrier for all property insurance damages and to perform the repairs at the exact prices determined by the insurance carrier and Black Hills Exteriors.

The owner or authorized signee gives authorization to the owner's insurance company to discuss the claim with the contractor and to release insurance adjustment documents and information to the contractor.

C. Enger

DATE 12/15/2023

[Signature]

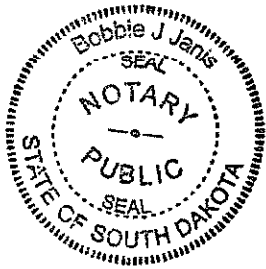
DATE 12-14-23

Black Hills Exteriors

Fall River County

Chad Enger, Co-President and CEO

Sue Ganje, County Auditor



State of South Dakota County of Fall River

Subscribed and sworn to (or affirmed) before me on this 14th day of December, 2023

by Sue Ganje

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Bobbie J Janis

Notary Public Signature

My Commission Expires:
May 18, 2027



Exhibit A

Black Hills Exterior
2507 E. Saint Patrick Street
Rapid City, SD 57703
605.219.0530
www.BHExteriors.com

12/01/2023

Fall River County
Hot Springs, SD 57747

Subject: Black Hills Exteriors Standard Roof Guarantee

We are pleased to provide you with our standard roof guarantee for the roofing project completed at [Property Address]. At [Contractor Name], we take pride in our workmanship and stand behind the quality of our roofing installations. This guarantee is a testament to our commitment to customer satisfaction and the durability of our roofing systems.

1. Scope of Guarantee:

- a. This guarantee covers the roofing installation completed by Black Hills Exteriors at
 - 906 N River St, Hot Springs, SD 57747
 - 27518 Cascade Rd, Hot Springs, SD 57747
 - 1029 N River St, Hot Springs, SD 57747
 - 300 N Chicago St, Hot Springs, SD 57747
 - 709 Jensen Hwy, Hot Springs, SD 57747
 - 124 Galveston Cir, Hot Springs, SD 57747
- b. The guarantee is valid for a period of one year from the date of completion unless otherwise specified in writing.

One (1) Year Guarantee Period commences (Date of Completion)

2. Coverage:

- a. workmanship related issues that may arise during the guarantee period.
- b. The guarantee does not cover damage caused by acts of nature, accidents, improper

maintenance, or any modifications or repairs made by parties other than Black Hills Exteriors.

3. Contractor's Obligations:

a. In the event of any defects covered by this guarantee, Black Hills Exteriors will, at its sole discretion, repair or replace the affected roofing components.

b. Black Hills Exteriors will make reasonable efforts to address any reported issues within a reasonable timeframe.

4. Client's Obligations:

a. The client must promptly notify Black Hills Exteriors in writing of any defects covered by this guarantee.

b. The client must provide Black Hills Exteriors with reasonable access to the property to inspect and address any reported issues.

5. Limitations:

a. This guarantee is non-transferable and applies only to the original client and property.

b. Black Hills Exteriors shall not be liable for any indirect, consequential, or incidental damages arising from the use or inability to use the roofing system. To include manufacture defects not covered by the manufacturer's warranty.

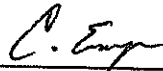
6. Governing Law and Jurisdiction:

This guarantee shall be governed by and construed in accordance with the laws of South Dakota. Any disputes arising out of or in connection with this guarantee shall be resolved through mediation or arbitration in Rapid City, SD.

Please keep this guarantee in a safe place, as it will be required for any future claims. If you have any questions or concerns regarding this guarantee, please do not hesitate to contact us.

Thank you for choosing Black Hills for your roofing needs. We appreciate your business and look forward to serving you in the future.

Sincerely,



Black Hills Exteriors

Chad Enger, CEO



2507 E Saint Patrick St
Rapid City, Sd 57702

Project name & Location

Fall River County Multi Roof Replacement
Hot Springs, SD 57747

MASTER CONTRACT AGREEMENT

AGREEMENT made as of the 12/1/23

BETWEEN the Owner:

Fall River County
Hot Springs, SD 57747

AND the Contractor:

Black Hills Exteriors LLC
2507 E. Saint Patrick St
Rapid City, SD 57703
Phone (605)716-7663

The Owner and Contractor agree as follows.

MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

This Master Agreement shall be effective for one year after the date first written above ("Date of this Master Agreement").

This Master Agreement shall apply to all Work agreed to by the parties within the term of this Master Agreement until completion of the Work.

This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Work under this Master Agreement are completed or terminated.

The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Sue Ganje
County Auditor
Fall River County / Oglala Lakota County
P. 605.745.5130

The Contractor identifies the following representative authorized to act on the Contractor's behalf with respect to this Master Agreement:

Black Hills Exteriors LLC
2507 E. Saint Patrick St
Rapid City, SD 57703
Phone (605)716-7663

CONTRACT SUM

The owner shall pay the contractor the Contract sum amounts in current funds for the contractor's performance of Exhibit "A". The Total contract sum to be paid shall be: Insurance proceeds including insurance deductible.

Prices include all Labor, Equipment, Fuel, Materials Subcontractor's insurance, supervision, fees and taxes to complete the work. Work will meet all current city, County, and State codes. Standard construction practices and manufacturer specifications for all material installed. Upon completion of all work, all systems will be complete working systems.

Costs of any Permits will be paid by the insurance company upon final invoice and receipt per your policy. They will give this in addition to the costs they have already approved to date. Permit Costs will be added to Contractors final invoice as a cost incurred to perform the work herein.

PAYMENT TERMS

Subject to the provisions of this contract, including without limitation, the rights of owner to withhold payment per retainage agreement only, the owner shall pay the contractor as follows:

Contractor shall submit for payment to owner via invoice on a percentage basis. Invoices will be delivered no later than the 20th of any given month and will be paid by owner on a Net 15 term. Progress Payments will be made per schedule set forth herein:

Progress payment to be submitted monthly based on approved schedule of values

Retainage

For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows: Retainage can be withheld in the amount of 10% of the total of the final progress invoice per payment schedule herein.

Taxes

The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded for an individual Contract, whether or not yet effective or merely scheduled to go into effect.

Permits, Fees, Notices, and Compliance with Laws

The Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work that are customarily secured after execution of a Contract and legally required at the time bids are received or negotiations concluded.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such work and shall bear the costs attributable to correction.

Default in payment

Should default be made in payment of this agreement for more than fifteen days, a late charge equal to five percent of the amount due plus interest from the date thereof at a rate of one and one-half (1 1/2) percent per month (18% per annum) or such maximum amount allowed by law, and if placed in the hands of an attorney for collection, all allowable attorney fees and legal and filing fees shall be paid by the owner/agent.

If material has to be reordered or restocked because of a cancellation or change by the owner/agent there will be a reordering or restocking fee equal to fifteen percent (15%) of the material cost.

All additional direct costs, overhead and profit approved and paid to the owner/agent by the insurance provider on a supplemental request directly related to the work in this agreement, shall be included in the agreed amount with insurance provider and are due to the contractor in accordance with the payment schedule set forth herein.

CHANGE ORDERS

Any alteration or deviation from contract specifications will require the execution of a change order. It is agreed that all terms and conditions of this agreement shall apply equally to additional work added to this agreement in the form of a change order. No repair work or alterations shall be done, except as specified and expressly agreed to by company and owner in writing. Work required under a change order will not begin until full payment of the change order is made by owner. Further, if company encounters any unforeseen conditions during the course of the work, it shall promptly notify owner and changes in the work, if any, shall be made by written change order.

Any code upgrades that are a result of this project will result in a "change order" and any price increases that become part of the company's construction liability are accepted to be added to the total agreement amount.

Any upgrade(s) or additional work requested by owner/agent that is not part of original contract amount will be owner/agent's financial responsibility and will become part of this agreement.

FINAL COMPLETION AND FINAL PAYMENT

Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final progress invoices for Payment, the Owner will promptly make any necessary inspections and, when the Owner finds the Work acceptable the Contract fully performed, the Owner will promptly issue a final Certificate for Payment stating that to the best of the Owners knowledge, information and belief, and on the basis of the Owners on-site visits and inspections, the Work has been to your satisfaction and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable.

Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of the Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment

PROJECT TIMING

Company agrees to diligently endeavor to complete the work promptly. However, owner acknowledges that any date is only estimate and is subject to change due to many factors

including, but not limited to: (i) changes in the work requested by owner; (ii) delays in receiving materials specified; (iii) delays resulting from acts of god or adverse weather conditions; (iv) delays caused by shortages of labor, materials or equipment; and (v) other causes reasonably beyond company's control. Owner agrees that the schedule for completing the improvements represents company's good faith estimate and company will not be liable to owner for delays in completion of the work under this agreement.

Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

The date of Substantial Completion is the date certified by the Contractor in accordance with this Section.

If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Owner determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Contractor may determine.

SCHEDULE (Weather Contingent)

The Contractor shall perform the Work the best of their ability in general accordance with the schedule submitted to the Owner in this agreement. Estimated completion is currently 1/1/25, but may be adjusted based upon agreed supplementation with insurance company. Final Schedule will be amended once supplementation is completed and final scope of work is established.

(Table will be updated 30 days prior to commencement and amended to this contract)

Building	Commencement	Substantial Completion
Fall River County Courthouse	TBD	TBD
Fall River County Old Museum	TBD	TBD
Fall River County Weed and Pest	TBD	TBD
Fall River County South Annex	TBD	TBD
Fall River County DOE	TBD	TBD
Fall River County Storage Units	TBD	TBD
Fall River County Jail/ Sheriffs office	TBD	TBD

SUBSTANTIAL COMPLETION

Date of substantial completion is defined as the date when company notifies owner that the project is complete and submits final invoice. If owner deems and company agrees there is work yet to be done, or work that is insufficient or unsatisfactory, this work will be itemized in a "punch list." Owner may withhold up to 10% of original contract total from final invoice payment in good faith of punch list being completed. Owner will pay this retained amount to contractor within 7 days of completion of punch list items by company. Creation of a punch list does not void or change the due date of the final payment.

WARRANTY

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

a. Special Provision for Roofing warranty: The Contractors limited workmanship warranty on roof replacement is incorporated herein. The company is not responsible for ice dams (thawing and refreezing of ice, water or snow) or any other damage on or below the roof line due to leaks by excessive snow or wind-driven rain, ice or hail during the period of the warranty. Excessive winds is 50 or greater mph. The warranty is transferrable.

ADVERTISING

Owner grants company the right to display advertising signs on the property from the date of contracting through thirty (30) days following completion of work. Owner further gives company permission to take pictures or video of premises before and after completion of the project for use in company advertising. Owner grants to company the right to use any correspondence directed to company concerning the work in company's advertising promotion.

OWNER RESPONSIBILITIES

Unless otherwise specified, company's price is based upon owner's representation that there are no conditions preventing company from proceeding with the usual installation procedures for the materials required under this agreement. Owner represents that personal effects, personal property and plants will be relocated or trimmed prior to the beginning of work so that company has free access to free portions of the premises where work is to be done. Owner authorizes company to use owner's electricity for work to be completed under this agreement. Owner further understands that as a precautionary measure all pictures and wall accessories that are not securely fastened should be removed until all work has been completed. Owner

shall carry premises liability insurance. If necessary for the work, owner shall secure permission to work on or over adjoining property at no cost to company. Owner agrees to be responsible and to hold company harmless and accept any risks resulting from access through adjacent properties. Owner grants company and its employees the right to perform contracted services during daylight hours from Monday through Saturday between 7:00 a.m. (for mobilization) and then 8:00 a.m. To 6:00 p.m. For construction work, unless otherwise specified by owner.

Information and services required of the owner

Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section, the Contract Time shall be extended appropriately.

The Owner shall furnish all necessary surveys and a legal description of sites referenced in the work if needed.

The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relate to the safe performance of the Work.

Owner's right to stop the work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

Owner's right to carry out the work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a Twenty-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval to withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim against the owner.

GENERAL CONDITIONS SET FORTH BY OWNER

Subcontractor will communicate with the site team and owner's representatives on a daily basis.

Work schedule and hours to be coordinated with on site manager. Work may be performed between the hours of 7 AM and 6 PM. Mobilization may begin at 6 Am. No work on Sundays.

Clean up and dispose of all debris created from this scope of work on a daily basis

PLEASE FEEL FREE TO ADD COMMENT HERE TO BE INCLUDED (to be reviewed before accepted)

This exhibit is made a part of the subcontractor's contract agreement.

CONTRACTOR RESPONSIBILITIES

Review of Contract Documents and Field Conditions by Contractor

Execution of Work by the Contractor represents that the Contractor has visited the relevant site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the owner if any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the owner may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner of any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner/Agent may require.

Supervision and Construction Procedures

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under a Contract, unless the Contract Documents give other specific instructions concerning these matters.

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work.

Labor and Materials

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Owner and in accordance with a Modification.

Subcontractors

A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at a Project site.

Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after execution of this contract, shall notify the Owner of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

Contractor intends to use the following subcontractors (but is not limited to)

SUB-CONTRACTOR	TRADE
AR Roofing Experts LLC	Asphalt Roofing
J&L Construction	Gutters
INA Pimpans	Flat Roofing
Action Mechanical	HVAC

Subcontractor list will be provided before commencement of onsite work.

Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner.

All work done by hired subcontractors that results in failure of product because of installation or workmanship will be handled legally by the sub-contractors liability insurance and not the company's liability insurance

PROTECTION OF PERSONS AND PROPERTY

Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of a Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 Employees on the Work and other persons who may be affected thereby;
- .2 The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules, and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Section, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

Hazardous Materials

The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

INSURANCE AND BONDS

Contractor's Insurance

The Contractor shall purchase and maintain insurance coverage required in this section and as otherwise required for a specific project as set forth in the work being completed.

The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section.

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence, and TWO MILLION DOLLARS (\$2,000,000), general aggregate, and TWO MILLION DOLLARS (\$2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 Damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 Personal and advertising injury;
- .3 Damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 Bodily injury or property damage arising out of completed operations; and
- .5 The Contractor's indemnity obligations under this Section.

Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under this Section, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

Workers' Compensation at statutory limits.

Employers' Liability with policy limits not less than ONE MILLION DOLLARS (\$1,000,000) each accident, and ONE MILLION DOLLARS (\$1,000,000) each employee.

If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, as set forth in the Work.

The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

SPECIAL TERMS AND CONDITIONS SET FORTH BY CONTRACTOR

1. The Contractor shall have no responsibility for damages from rain, fire, tornado, windstorm, or other perils, as is normally contemplated to be covered by homeowner's insurance or business risk insurance, or unless a specific written agreement be made prior to commencement of the work.
2. Replacement of deteriorated decking, fascia boards, studs, insulation, roof jacks, ventilators, flashing or other materials, unless otherwise stated in this agreement, are not included and will be charged as an extra on a time and material basis.
3. If roofing and/or sheet metal work is involved, it is understood and agreed that the Contractor standard roof guarantee (see attached exhibit A) shall be acceptable and that all terms and provisions therein shall prevail. Unless otherwise specifically agreed to in writing prior to the commencement of the work.
4. During the duration of the work, the owner/agent's insurance will be responsible for any interior damage if the company has taken appropriate action to protect the roof during the repair/replacement of the roof.
5. If there are any solar panels on the roof, the company will not be responsible for damage during the repair, so owner/agent agrees to have solar panel Company take the appropriate action to protect it if necessary.
6. The contractor is not responsible for any pre-existing construction deficiencies that manifest themselves during the construction process, i.e. Nail pops, wood-rot, decking deflection, etc. If a construction problem is pointed out prior to construction and company is notified in writing, company will try to assist owner/agent to correct the problem(s) and will be charged as an extra on a time and material basis.
7. The company will not be responsible for the scratching or denting of gutters, oil droplets in driveways, fractures in concrete or damage to plants or shrubbery.
8. Contractor accepts no liability to indemnify or hold owner/agent harmless for damages to persons or property. Expect those that are the direct result of company's negligent error or omission on which occur during performance of the company's work. Company disclaims any and all liability for damages to persons or property resulting from mold growth within any part of the building envelope due to moisture entering the building envelope prior to company's completion of installation of the roof systems/membrane, siding, windows, and gutter systems or as the result of damage to or penetration of the installed roof systems/membrane, siding, window and gutter systems by others. Owner/agent understands and agrees that company shall have no responsibility at any time after completion of the work for damages of any kind to persons or property located below the installed roof systems/membrane, siding, window and gutter systems, whether or not such damages result from (a) leaks or weather oriented sources or (b) mold growth
9. The company's monetary damage liability for any claim of property damage arising out of the company's performance or non-performance of this agreement shall not exceed the total agreement amount written on this contract.
10. Any representations, statements, or other communications, not written on this agreement are agreed to be immaterial, and not relied on by either party, and do not survive the execution of this agreement.

WAIVER OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) any Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Master Agreement or other property insurance applicable to the Project where the loss occurred, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

If during a Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section for damages caused by fire or other causes of loss covered by this separate property insurance.

A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

TERMINATION OF A CONTRACT

A Contract may be terminated in accordance with these conditions. Termination of this Contract under shall not be deemed a termination of any other Contract created pursuant to this Master Agreement.

Termination by the Contractor

If the Owner fails to make payment as provided in the payment section for a period of 45 days through no fault of the Contractor, the Contractor may, upon seven additional days' notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

Termination by the Owner for Cause

The Owner may terminate a Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 fails to abide by any of the following without correction in a reasonable time frame: disregards applicable laws, statutes, ordinances, codes; or
- .4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.

When any of the reasons described herein exists, the Owner, upon certification that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate a Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

When the Owner terminates a Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and any expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by a 3rd party representative, upon application, and this obligation for payment shall survive termination of the Contract.

Termination by the Owner for Convenience

The Owner may, at any time, terminate a Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

If this agreement is cancelled by the owner, owner shall pay to the contractor twenty-five percent (25%) of the total agreement amount as liquidated damages, not as a penalty, and the company agrees to accept such as a reasonable and just compensation for said cancellation. The parties acknowledge and agree that damages the company might reasonably anticipate in the event of a breach of this agreement by the owner/agent(s) will be difficult to ascertain and the amount stipulated herein is a reasonable estimate of such damages.

CLAIMS AND DISPUTES

Claims, disputes, and other matters in question arising out of or relating to a Contract executed pursuant to this Master Agreement, will be subject to mediation as a condition precedent to binding dispute resolution.

Notice of Claims

Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in this section, shall be initiated by notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Master Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section.

If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Master Agreement. Demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall

be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to any Contracts formed pursuant to this Master Agreement. This mutual waiver includes

- .1 Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with this agreement. Nothing contained in this Section shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

CERTIFICATION

This Master Agreement represents the entire and integrated Master Agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both Owner and Contractor.

I certify that I am the owner or an authorized representative of the property subject to the above repairs and that I have the authority to enter into this agreement on behalf of said property.

This Master Agreement entered into as of the day and year first written above.

SCOPE OF WORK

The exact scope of work per building will be determined once clarification from the owner's insurance is completed and will be amended to this contract. The buildings involved in this contract are as follows.

Fall River County Courthouse - RCV \$50,369.59+ Agreed upon Supplement by insurance company and Black Hills Exteriors.

Fall River County Old Museum - RCV \$69,920.52+ Agreed upon Supplement by insurance company and Black Hills Exteriors.

Fall River County Weed & Pest - RCV \$9,292.24+ Agreed upon Supplement by insurance company and Black Hills Exteriors.

Fall River County South Annex - RCV \$65,912.92+ Agreed upon Supplement by insurance company and Black Hills Exteriors.

Fall River County DOE - RCV \$17,159.18+ Agreed upon Supplement by insurance company and Black Hills Exteriors.

Fall River County Storage Unit - RCV \$29,523.43+ Agreed upon Supplement by insurance company and Black Hills Exteriors.

Fall River County Sheriff Office / Jail - RCV (Roof not currently covered) HVAC \$6,058.09 + Agreed upon Supplement by insurance company and Black Hills Exteriors.

AUTHORIZATION

Owner authorizes Contractor to negotiate with the owner's insurance carrier for all property insurance damages and to perform the repairs at the exact prices determined by the insurance carrier and Black Hills Exteriors.

The owner or authorized signee gives authorization to the owner's insurance company to discuss the claim with the contractor and to release insurance adjustment documents and information to the contractor.

C. Enger

DATE *12/15/2023*

[Signature]

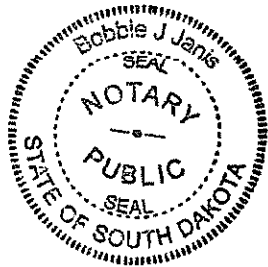
DATE *12-14-23*

Black Hills Exteriors

Fall River County

Chad Enger, Co-President and CEO

Sue Ganje, County Auditor



State of South Dakota County of Fall River
Subscribed and sworn to (or affirmed) before me
on this 14th day of December, 2023
by Sue Ganje

proved to me on the basis of satisfactory evidence to be
the person(s) who appeared before me.

Bobbie J. Janis
Notary Public Signature

My Commission Expires:
May 18, 2027



Exhibit A

Black Hills Exterior
2507 E. Saint Patrick Street
Rapid City, SD 57703
605.219.0530
www.BHExteriors.com

12/01/2023

Fall River County
Hot Springs, SD 57747

Subject: Black Hills Exteriors Standard Roof Guarantee

We are pleased to provide you with our standard roof guarantee for the roofing project completed at [Property Address]. At [Contractor Name], we take pride in our workmanship and stand behind the quality of our roofing installations. This guarantee is a testament to our commitment to customer satisfaction and the durability of our roofing systems.

1. Scope of Guarantee:

- a. This guarantee covers the roofing installation completed by Black Hills Exteriors at
 - 906 N River St, Hot Springs, SD 57747
 - 27518 Cascade Rd, Hot Springs, SD 57747
 - 1029 N River St, Hot Springs, SD 57747
 - 300 N Chicago St, Hot Springs, SD 57747
 - 709 Jensen Hwy, Hot Springs, SD 57747
 - 124 Galveston Cir, Hot Springs, SD 57747
- b. The guarantee is valid for a period of one year from the date of completion unless otherwise specified in writing.

One (1) Year Guarantee Period commences (Date of Completion)

2. Coverage:

- a. workmanship related issues that may arise during the guarantee period.
- b. The guarantee does not cover damage caused by acts of nature, accidents, improper

maintenance, or any modifications or repairs made by parties other than Black Hills Exteriors.

3. Contractor's Obligations:

- a. In the event of any defects covered by this guarantee, Black Hills Exteriors will, at its sole discretion, repair or replace the affected roofing components.
- b. Black Hills Exteriors will make reasonable efforts to address any reported issues within a reasonable timeframe.

4. Client's Obligations:

- a. The client must promptly notify Black Hills Exteriors in writing of any defects covered by this guarantee.
- b. The client must provide Black Hills Exteriors with reasonable access to the property to inspect and address any reported issues.

5. Limitations:

- a. This guarantee is non-transferable and applies only to the original client and property.
- b. Black Hills Exteriors shall not be liable for any indirect, consequential, or incidental damages arising from the use or inability to use the roofing system. To include manufacture defects not covered by the manufacturer's warranty.

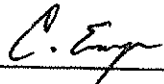
6. Governing Law and Jurisdiction:

This guarantee shall be governed by and construed in accordance with the laws of South Dakota. Any disputes arising out of or in connection with this guarantee shall be resolved through mediation or arbitration in Rapid City, SD.

Please keep this guarantee in a safe place, as it will be required for any future claims. If you have any questions or concerns regarding this guarantee, please do not hesitate to contact us.

Thank you for choosing Black Hills for your roofing needs. We appreciate your business and look forward to serving you in the future.

Sincerely,



Black Hills Exteriors

Chad Enger, CEO

**FALL RIVER COUNTY RESOLUTION #2024-
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 September 19, 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 10100X4222130, \$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 3rd day of October 2024.

ATTEST:

Joe Falkenburg
Fall River County Board of Commissioners

Sue Ganje
Fall River County Auditor's Office



FALL RIVER SUPPLEMENT HEARING #2

10/3/2024

Expenditures

DATE	AMOUNT	EXPENSES TO SUPPLEMENT	ACCOUNT	GRANT Y-N	Description
10/3/2024	\$ 20,937.36	Sheriff software	10100X4220219	N	
10/3/2024	\$ 44,512.12	Intergovernmental Expense	10100X4260750	Y	PILT
10/3/2024	\$ 90,800.40	Pymt to local Ed	10100X4260850	Y	PILT
10/3/2024	\$ 6,384.82	Pymt to local Ed	20100X4260850	Y	Bankhead Jones
TOTAL	\$ 162,634.70				

Contingency Transfer #1

10/3/2024	\$ 1,490.00	Court Reporters	10100X4222130	N	
10/3/2024	\$ 170.00	Airplane Expense	10100X4290216	N	
10/3/2024	\$ 1,695.00	Victims Assist	10100X4291434	N	
10/3/2024	\$ 1,635.00	Mental Illness	10100X4221445	N	
TOTAL	\$ 4,990.00				

FALL RIVER COUNTY

2025 - 2029 Five Year
County Highway and
Bridge Improvement Plan



COVER FORM AND CERTIFICATION

The following text shall be included on the front cover of the Fall River County Highway and Bridge Improvement Plan:

Certification: As approved this ____ day of _____ 2024
Fall River County Commission

By: _____
County Commission Chairperson

Attest:

County Auditor or Clerk

County Contact Person: Tony March
Highway Superintendent
Phone Number: (605) 745-5137
Email Address: frchwydept@gwtc.net

Received by SDDOT on _____

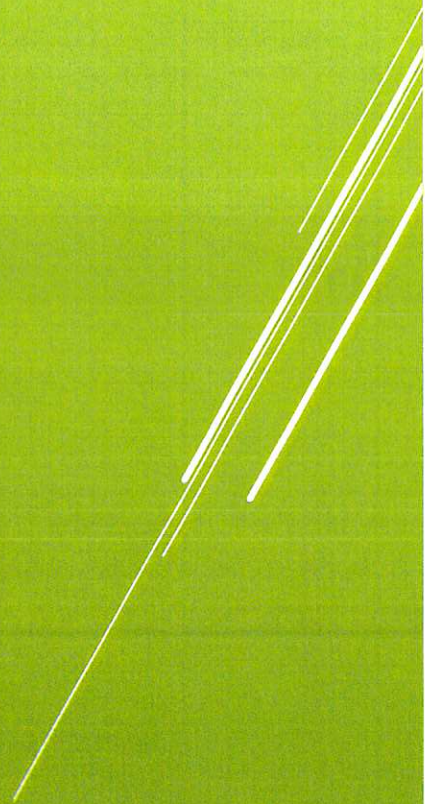
Approved by SDDOT on _____

CHECKLIST OF REQUIREMENTS FOR ANNUAL UPDATE

- Certification Form
- Projected Revenue Available per year
- 5-year Project List (Programmed Projects)
- Project Status List
- Notice of Public Meeting
- Township coordination letters/notice (sample letter and mailing list is acceptable)
- Attendance list from public meeting (all attendees – not just commission members)
- Public Comments (if no comments are received, clearly indicate that in the plan submittal) Public comments are as noted in the Minutes of the Meeting.

Current
as of
9-27-2024

REVENUES AND PROGRAM



2025 - 2029 Fall River County

REVENUE SOURCES TABLE (Show amounts in thousands of dollars)

Account Description	2025	2026	2027	2028	2029
Local Funds					
General Funds-property tax	324	324	324	324	324
Motor Vehicle Licenses	1117	1117	1117	1117	1117
Wheel Tax	120	120	120	120	120
Annual STP Payout Funds	317	325	333	341	350
2019 HIP Funds					
Intergovernmental Funds					
Township Services					
State Funds					
PE - BIG (planning to apply for)	64				
PE - BIG (awarded by DOT)					
Preservation - BIG (planning to apply for)					
Preservation - BIG (awarded by DOT)					
Rehab/Repl - BIG (planning to apply for) *Design Phase, **Const. Phase			600		
Rehab/Repl - BIG (awarded by DOT)					
Other (Match on STP Projects, Pavement Marking Prj.)	* 2,840				
Federal Funds					
TAP					
ER/FEMA					
OTHER (STP, Bridge, Signing, Hazard Elimination, SIB Loans)					
TOTAL	4,782	1,886	2,494	1,902	1,911

Note:

- For State and Federal Funds, only enter the applicable amount (i.e. 80% of total project cost).
- Include both BIG funds awarded and BIG funds that will be applied for but not yet received.

* Igloo Bridges

FIVE YEAR PROGRAMMED PROJECT LISTING

Project Location	Project Description	Year	Proposed Five-Year Project Funding Information (in thousands of dollars)						Total Project Cost
			Local Funding	Federal Funding	State Funding	Unfunded	Anticipated Grant	Total Funding	
SD471 Provo to Igloo, Remove Bridges and Obliterate Old State Highway 298	Grading, Gravel Surfacing, Box Culvert, Obliteration of Bridges and Roadway	2024 - 2025	0		2,840				2,840
County Wide	Graveling	2024	400						400
Hot Brook Rd	Asphalt Surface Treatment and Fog Seal	2025	112						112
County Rd 629 East of Oral 3.8 Miles	Asphalt Surface Treatment and Fog Seal	2025	152						152
0.8 S & 0.2 E of Oelrichs	Structure 24-419-212 PE BIG Application	2025	17				70		87
County Wide	Graveling	2025	400						400
County Wide	Graveling	2026	400						400
County Rd 18 ~ 5.0 Miles	Asphalt-Surface Treatment and Fog Seal	2027	200						200
0.8 S & 0.2 E of Oelrichs	Structure 24-419-212 Design/Construction BIG Application	2027	150				600		750
County Wide	Graveling	2027	400						400
County Wide	Graveling	2028	400						400
County Rd 18 ~ 9.7 Miles	Asphalt Surface Treatment and Fog Seal	2028	350						400

Local Funding Includes: Match on BIG funding, traditional BRO & BRP projects, TAP projects, etc., and some shortfalls/balances on misc. projects. Also STP Payout funds.

Federal Funding Includes: 100% of Signing & Delineation projects, and approx. 80% of STP, BRO, BRP, and TAP projects. Federal portion of ER/FEMA projects.

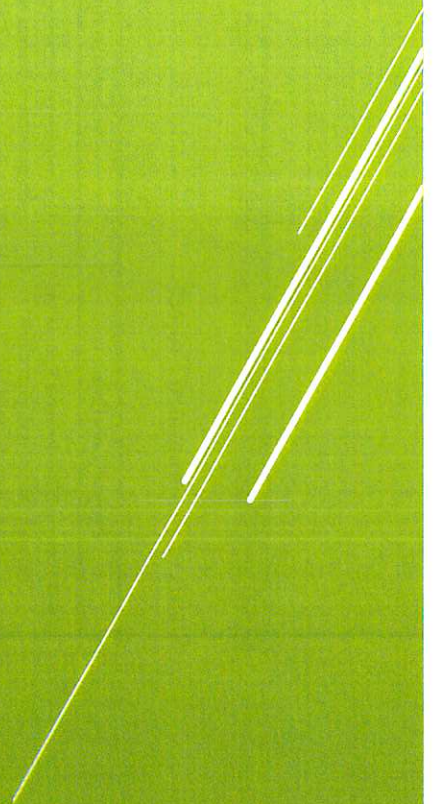
State Funding Includes: 80% of awarded BIG projects, approx. 60% of Pavement Marking projects, and approx. 20% match on STP projects.

Anticipated Grant (BIG): 80% of total

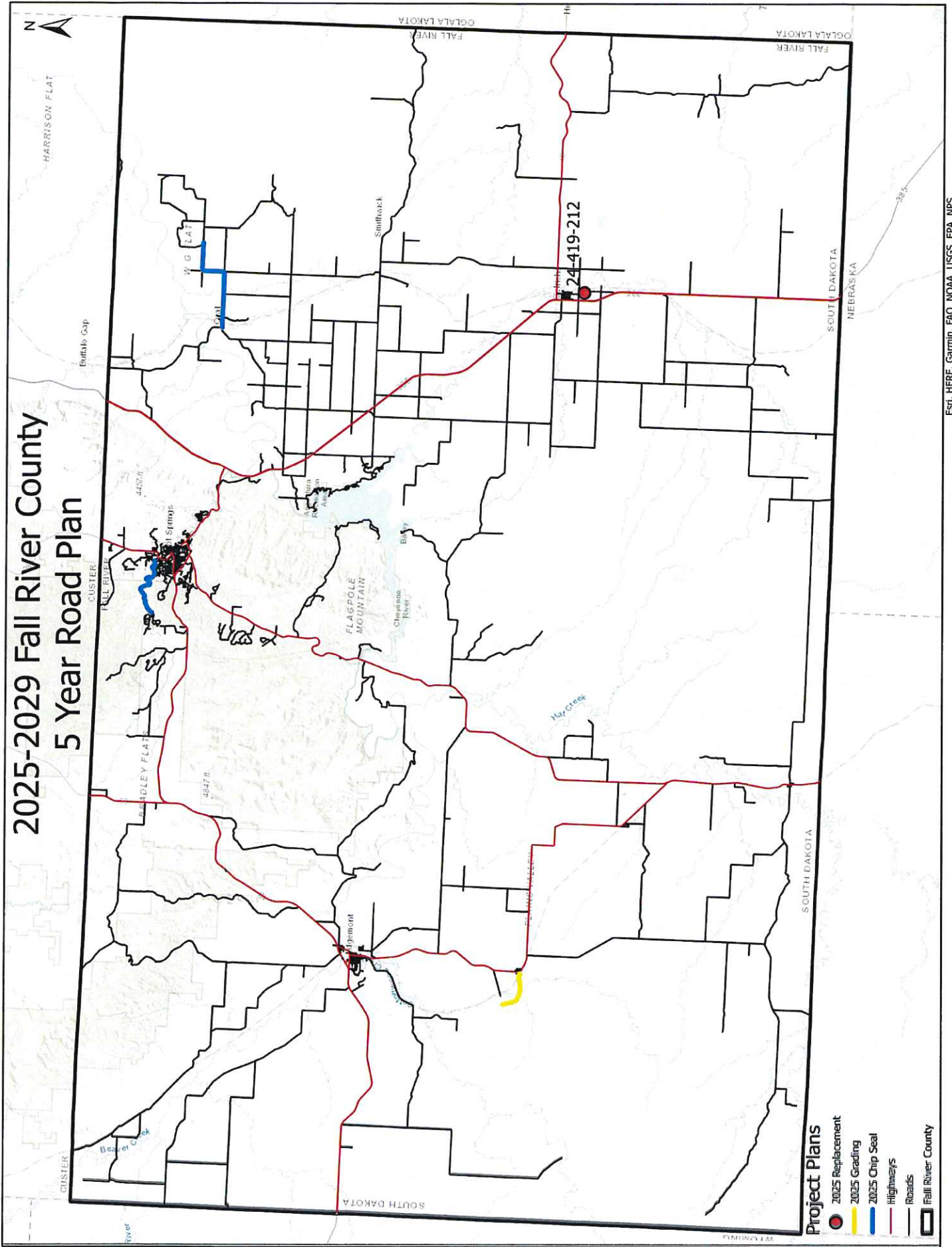
Status of Programmed Projects

Project Location	Project Description	Year	Status
SD471 Provo to Igloo, Remove Bridges and Obliterate Old State Highway 298	Grading, Gravel Surfacing, Box Culvert, Obliteration of Bridges and Roadway	2025-2026	Design Complete - SDDOT completed ROW Negotiations. SDDOT 2022 Cost Estimate is \$2.84 Million. Funding is 100% DOT. Project may be let in 2025
Hot Brook Rd ~ 2.8 Miles	Asphalt Surface Treatment and Fog Seal	2025	Future Project
County Rd 6291 East of Oral 3.8 Miles	Asphalt Surface Treatment and Fog Seal	2025	Future Project
County Wide	Graveling	2025	Future Projects
0.8 S & 0.2 E of Oelrichs	Structure 24-419-212	2025	Anticipated BIG - PE application
County Wide	Graveling	2026	Future Projects
County Rd 18 ~ 5.0 Miles	Asphalt Surface Treatment and Fog Seal	2027	Future Project
0.8 S & 0.2 E of Oelrichs	Structure 24-419-212	2027	Anticipated BIG - Design and Construction Application
County Wide	Graveling	2027	Future Projects
County Wide	Graveling	2028	Future Projects
County Rd 18 ~ 9.7 Miles	Asphalt Surface Treatment and Fog Seal	2028	Future Projects
County Wide	Graveling	2029	Future Projects

MAPS



2025-2029 Fall River County 5 Year Road Plan





PUBLIC INPUT



**Notice of Public Information meeting for Fall River County Master
Transportation Plan**

Fall River County Courtroom

906 N. River St., Hot Springs, SD 57747

Date: October 3, 2024

Time: 9:30 a.m. to 9:45 a.m.

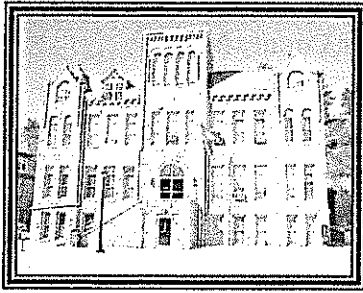
Notice is given that Fall River County will hold a public hearing to discuss and receive public input on the development of a Master Transportation plan for the county.

A map and proposed plan will be available for review at the hearing and you will have the opportunity to present written comment. A short presentation will be given at approximately 9:30 a.m. and the hearing will then be opened to questions and comments on the transportation issues in Fall River County.

Notice is further given to individuals with disabilities that this hearing is being held in a physically accessible place. Any individuals with disabilities who will require reasonable accommodations in order to participate in the public hearing should contact the county auditor at 605-745-5130 no later than 2 business days prior to the meeting in order to ensure accommodations are available. In the event you are unable to attend the hearing, and wish to offer comment, those can be sent to the County Auditor at 906 N River Street, Hot Springs, SD 57747, or email to Sue.Ganje@state.sd.us. For further information regarding the hearing please contact Tony March, Highway Superintendent at 605-745-5137 or by email to frchwydept@gwtc.net.

Dated this 5th day of September, 2024.


Sue Ganje, County Auditor



**FALL RIVER COUNTY
COMMISSIONERS OFFICE
COURTHOUSE
906 NORTH RIVER ST
HOT SPRINGS, SOUTH DAKOTA 57747
PHONE: (605) 745-5130 FAX: (605) 745-6835**

September 5, 2024

Argentine Township
Dawn Englebert
27449 Dewey Rd.
Burdock, SD 57735

Dear Dawn,

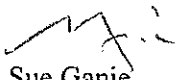
The Fall River County Board of County Commissioners and the Highway Superintendent would like to invite members of the Argentine Township Board to a public hearing that will be held during a regular Commissioner meeting on October 3, 2024 at 9:30 a.m. in the Fall River County Courtroom.

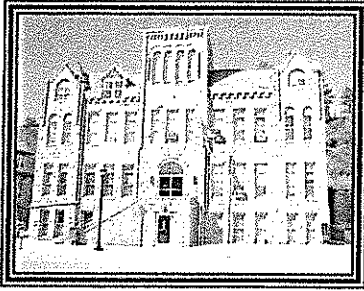
This hearing will be on the proposed Fall River County Five Year Highway and Bridge Improvement Plan. Copies of the plans and maps will be available for review on the county website under the highway department tab. At approximately 9:30 a.m., a review of the plan will be given and the meeting will be opened up for comments and questions.

I am attaching a copy of the public notice. Please let me know if you have questions.

If you can, please pass this invitation on to all interested parties, with thanks in advance.

Sincerely,


Sue Ganje
County Auditor



**FALL RIVER COUNTY
COMMISSIONERS OFFICE
COURTHOUSE
906 NORTH RIVER ST
HOT SPRINGS, SOUTH DAKOTA 57747
PHONE: (605) 745-5130 FAX: (605) 745-6835**

September 5, 2024

Provo Township
David Reed
10902 Harney Rd
Edgemont, SD 57735

Dear David,

The Fall River County Board of County Commissioners and the Highway Superintendent would like to invite members of the Provo Township Board to a public hearing that will be held during a regular Commissioner meeting on October 3, 2024 at 9:30 a.m. in the Fall River County Courtroom.

This hearing will be on the proposed Fall River County Five Year Highway and Bridge Improvement Plan. Copies of the plans and maps will be available for review on the county website under the highway department tab. At approximately 9:30 a.m., a review of the plan will be given and the meeting will be opened up for comments and questions.

I am attaching a copy of the public notice. Please let me know if you have questions.

If you can, please pass this invitation on to all interested parties, with thanks in advance.

Sincerely,

Sue Ganje
County Auditor

Insert Board Minutes Here

Insert Any Public Comments Here

Insert Meeting Attendance Here

FALL RIVER COUNTY RESOLUTION #2024-_____

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 3rd day of October, 2024.

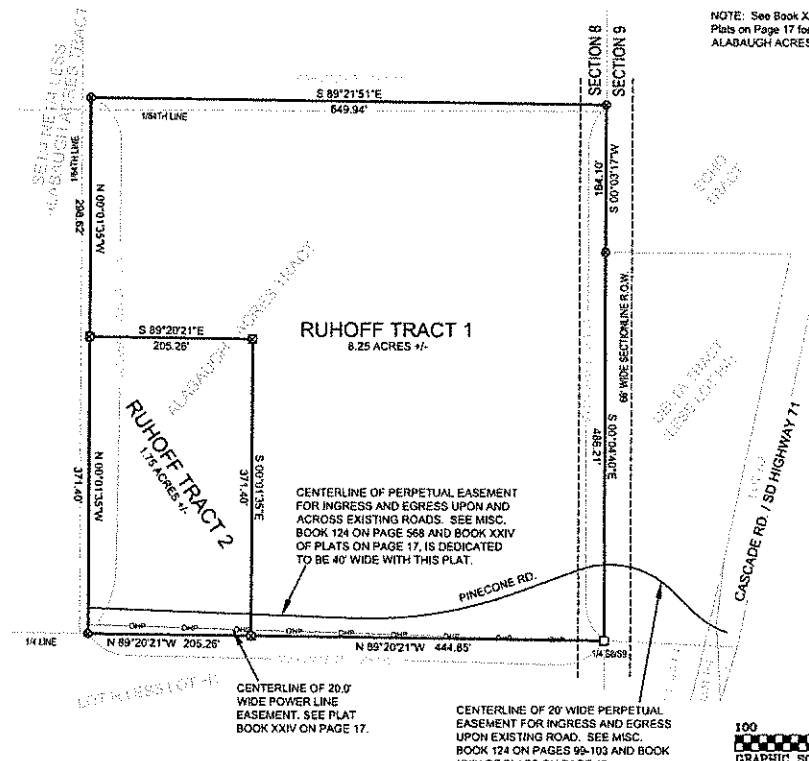
Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

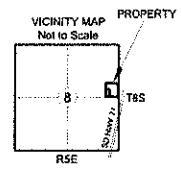
Sue Ganje, Auditor
Fall River County Auditor

73

A PLAT OF
**RUHOFF TRACT 1 AND RUHOFF TRACT 2, LOCATED IN
 THE E1/2 SE1/4 NE1/4 OF SECTION 8, T8S, R5E, BHM,
 FALL RIVER COUNTY, SOUTH DAKOTA**
 FORMERLY ALABAUGH ACRES TRACT



NOTE: See Book XXIV of Plats on Page 17 for plat of ALABAUGH ACRES TRACT.

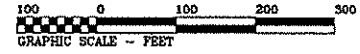


DATE SURVEYED
 29 Aug. 2024

BASIS OF BEARING - GPS OBSERVATION taken S 38°36'13" W 3227.36' from the SW corner of Ruhoff Tract 2.
 OPUS STATIC SOLUTION NAD83(2011)
 LAT: 43°2'42.3219"
 LONG: -103°33'1.2765"

LEGEND

- ⊗ Set rebar w/aluminum cap marked 'ANDERSEN ENG PLS 5398'
- ⊙ Found rebar w/aluminum cap marked 'ANDERSEN PLS 2842'
- Found standard USFS brass monument
- Overhead Power Line
- Slant lettering denotes record calls



CERTIFICATE OF SURVEYOR
 I, John D. McBride, Registered Land Surveyor No. 5906 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.
 Dated this ___ day of ___, 2024.

 John D. McBride, SDRLS No. 5906

CERTIFICATE OF COUNTY TREASURER
 I, Fall River County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.
 Dated this ___ day of ___, 2024.

 Fall River County Treasurer

STATE OF _____ COUNTY OF _____
 We, George Ruhoff and Shirley Ruhoff, do hereby certify that we are the owners of the within described lands and that the within plat was made at our direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2024.

 George Ruhoff

 Shirley Ruhoff

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION
 I, Director of Equalization of Fall River County, do hereby certify that my office has been furnished with a true copy of the within plat.
 Dated this ___ day of ___, 2024.

 Director of Equalization of Fall River County

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF _____ COUNTY OF _____
 On this ___ day of ___, 2024, before me, a Notary Public, personally appeared George Ruhoff and Shirley Ruhoff, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public _____ My commission expires _____

APPROVAL OF ACCESS BY ROAD AUTHORITY
 The location of the existing access to the Highway or Street as shown herein is hereby approved. This access approval does not replace the need for any permits required by law, including Administrative Rule of South Dakota 70:09.01:02.
 Dated this ___ Day of ___, 2024

_____ SDDOT Authority

STATE OF _____ COUNTY OF _____
 We, Kevin Ruhoff and Michelle Ruhoff, do hereby certify that we are the owners of the within described lands and that the within plat was made at our direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2024.

 Kevin Ruhoff

 Michelle Ruhoff

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
 Whereas, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county, adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore, BE IT RESOLVED that said plat is hereby approved in all respects.
 Dated this ___ day of ___, 2024.

 Chairperson, Fall River County Board of Commissioners

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF _____ COUNTY OF _____
 On this ___ day of ___, 2024, before me, a Notary Public, personally appeared Kevin Ruhoff and Michelle Ruhoff, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public _____ My commission expires _____

CERTIFICATE OF COUNTY AUDITOR
 I, Fall River County Auditor, do hereby certify that the above instrument is a true and correct copy of the resolution adopted by the Board of County Commissioners of Fall River County, South Dakota, at a meeting held on the ___ day of ___, 2024.

 Fall River County Auditor

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

Fall River County Register of Deeds

Prepared by

ANDERSEN ENGINEERS
Land Surveyors

Drawn by DR/RW	Date 9/12/2024	P.O. Box 446 Edgemont, SD 57735 (605)-462-5500 andersenengineers@grwc.net
Approved by McB	Date 9/12/2024	
Scale 1"=100'	Sheet 1 of 1	File Name: ALABAUGH_ACRES_2024

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 3rd day of October, 2024.

Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

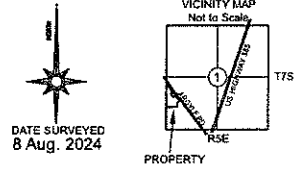
Sue Ganje, Auditor
Fall River County Auditor



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

NOTE: See Misc. Book 174M on pages 359-361 for resolution vacating portions of Section Line ROW within Cobblestone Mountain Estates Subdivision.

NOTE: See Book 27 of Plats on Page 331 for plat of Sundance Tract 1

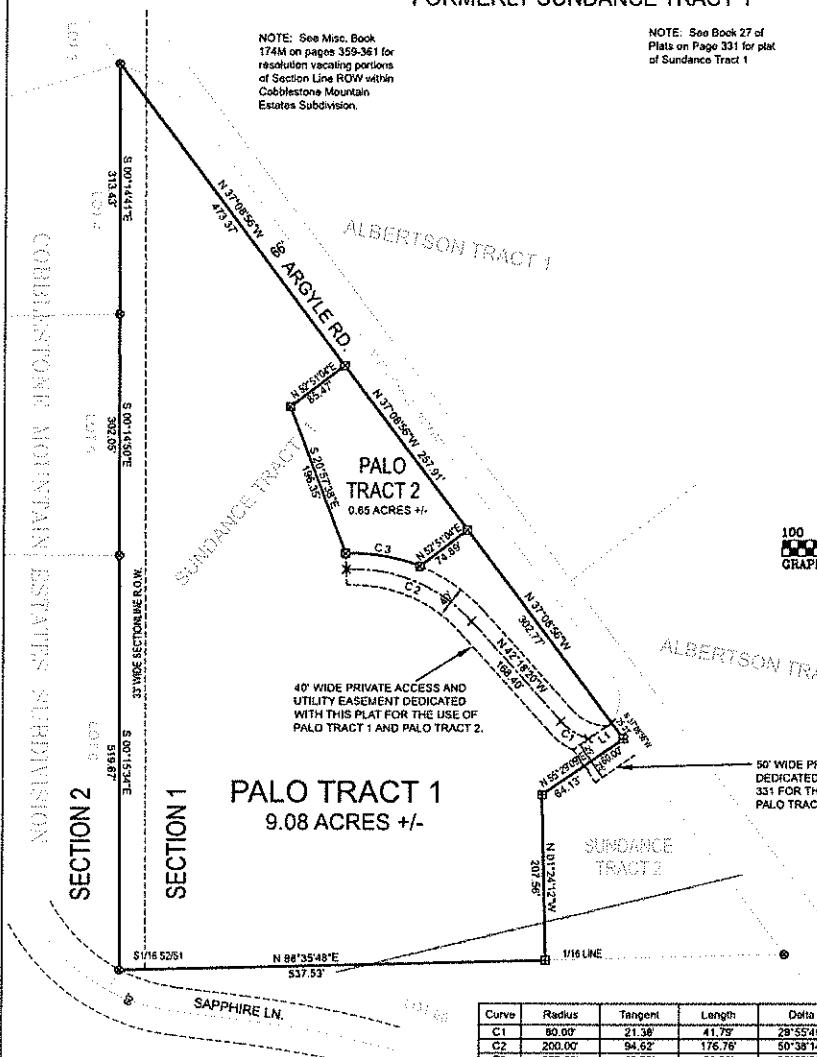


DATE SURVEYED
 8 Aug. 2024

BASIS OF BEARING - GPS OBSERVATION
 taken N 41°47'33" E 7471.28' from the North corner of Palo Tract 1.
 OPUS STATIC SOLUTION NAD83(2011)
 LAT: 43°29'05.22368"
 LONG: -103°27'44.48210"

LEGEND

- ☒ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
- ☒ Found rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
- ☒ Found rebar w/aluminum cap marked "ANDERSEN PLS 2842"
- X angle point not monumented
- Slant lettering denotes record calls



Course	Bearing	Distance
L1	S 55°29'09" W	35.39'

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	80.00'	21.38'	41.79'	28°55'49"	71°37'11"	41.32'	N 57°16'15" W
C2	200.00'	94.62'	176.78'	50°38'14"	28°38'52"	171.06'	N 87°37'27" W
C3	220.00'	48.79'	96.02'	25°00'28"	26°02'37"	95.25'	N 80°26'20" W

CERTIFICATE OF SURVEYOR
 I, Dustin M. Ross, Registered Land Surveyor No. 13405 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.
 Dated this ___ day of ___, 2024.

Dustin M. Ross, SDRLS No. 13405

CERTIFICATE OF COUNTY TREASURER
 I, Fall River County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.
 Dated this ___ day of ___, 2024.

Fall River County Treasurer

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION
 I, Director of Equalization of Fall River County, do hereby certify that my office has been furnished with a true copy of the within plat.
 Dated this ___ day of ___, 2024.

Director of Equalization of Fall River County

STATE OF _____ COUNTY OF _____
 We, Gary Palo and Mary J. Palo, do hereby certify that we are the owners of the within described lands and that the within plat was made at our direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2024.

Gary Palo

Mary J. Palo

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
 Whereas, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore,
BE IT RESOLVED that said plat is hereby approved in all respects.
 Dated this ___ day of ___, 2024.

Chairperson, Fall River County Board of Commissioners

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF _____ COUNTY OF _____
 On this ___ day of ___, 2024, before me, a Notary Public, personally appeared Gary Palo and Mary J. Palo, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public My commission expires _____

CERTIFICATE OF COUNTY AUDITOR
 I, Fall River County Auditor, do hereby certify that the above instrument is a true and correct copy of the resolution adopted by the Board of County Commissioners of Fall River County, South Dakota, at a meeting held on the ___ day of ___, 2024.

Fall River County Auditor

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

Highway Authority _____ Date _____

OFFICE OF THE REGISTER OF DEEDS
 Filed for record this ___ day of ___, 2024, at ___ o'clock ___ M, and recorded in Book ___ of Plats on page _____.
 Fall River County Register of Deeds

Prepared by
ANDERSEN ENGINEERS
Land Surveyors

Drawn by DR/RW	Date 8/27/2024	P.O. Box 446 Edgemont, SD 57735 (605)-662-5500
Approved by M:R	Date 9/24/2024	andersoneng@att.net
Scale 1"=100'	Sheet 1 of 1	File Name: SUNDANCE_TR 1

FALL RIVER COUNTY RESOLUTION #2024-_____

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,

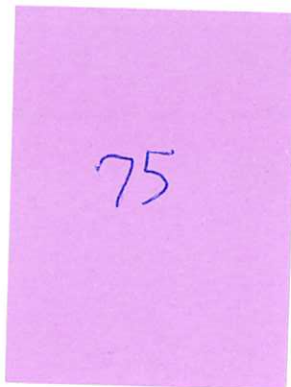
BE IT RESOLVED that said plat is hereby approved in all respects.

Dated this 3rd day of October, 2024.

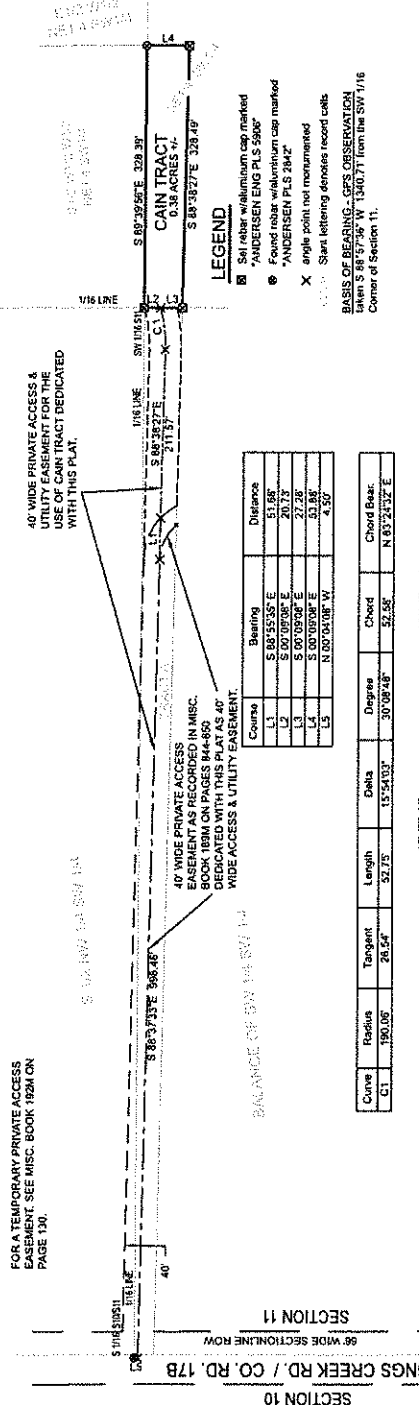
Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

Sue Ganje, Auditor
Fall River County Auditor



A PLAT OF CAIN TRACT, LOCATED IN THE NW1/4 SE1/4 SW1/4, SECTION 11, T7S, R4E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA



CERTIFICATE OF SURVEYOR
I, John D. McBride, Registered Land Surveyor No. 5906 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
I AM NOT A PARTY TO THIS SURVEY.
Dated this ___ day of ___, 2024.

CERTIFICATE OF HIGHWAY AUTHORITY
It appears that every lot has an acceptable approach location onto a public road and the location of the intersection(s) of the proposed subdivision road(s) with the existing public road(s) is hereby approved.
Highway Authority _____ Date: _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
Whereas, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to the lands shown on the plat and the plat and survey have been found to be correct and conform to the county subdivision regulations have been considered and approved by the Board of County Commissioners; and the plat and survey have been found to be correct and conform to the county subdivision regulations, now and hereafter.
BE IT RESOLVED that said plat is hereby approved in all respects.
Dated this ___ day of ___, 2024.

CERTIFICATE OF COUNTY AUDITOR
I, Fall River County Auditor, do hereby certify that the above instrument is a true and correct copy of the resolution adopted by the Board of County Commissioners of Fall River County, South Dakota, at a meeting held on the ___ day of ___, 2024.

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION
I, Director of Equalization of Fall River County, do hereby certify that my office has been furnished with a true copy of the within plat.
Dated this ___ day of ___, 2024.

ACKNOWLEDGMENT OF OWNERSHIP
STATE OF _____ COUNTY OF _____
On this ___ day of ___, 2024, before me, a Notary Public, personally appeared _____ known to me to be the person(s) described in the foregoing instrument, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
I, Notary Public, do hereby certify that the within plat was made at our direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
Dated this ___ day of ___, 2024.

ACKNOWLEDGMENT OF OWNERSHIP
STATE OF _____ COUNTY OF _____
On this ___ day of ___, 2024, before me, the undersigned officer, personally appeared _____ known to me or satisfactorily proven to be the person described in the foregoing instrument. I, Notary Public, do hereby certify that the within plat was made at the capacity herein stated and for the purpose therein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
Dated this ___ day of ___, 2024.

CERTIFICATE OF COUNTY TREASURER
I, Fall River County Treasurer, do hereby certify that all taxes and special assessments which are here upon the within described lands are fully paid.
Dated this ___ day of ___, 2024.

Director of Equalization of Fall River County

Fall River County Treasurer

ANDERSEN ENGINEERS
Land Surveyors

Drawn by DFRW	Date 9/25/2024	P.O. Box 446 Edgemont, SD 57735
Approved by JMB	Date 9/27/2024	(605)-662-6900
Sheet 1 of 1	Plot Name CAIN TRACT, S11, T7S, R4E	andersonengineering@gmail.com

FALL RIVER COUNTY RESOLUTION #2024-_____

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 3rd day of October, 2024.

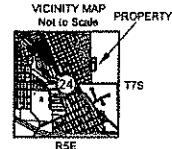
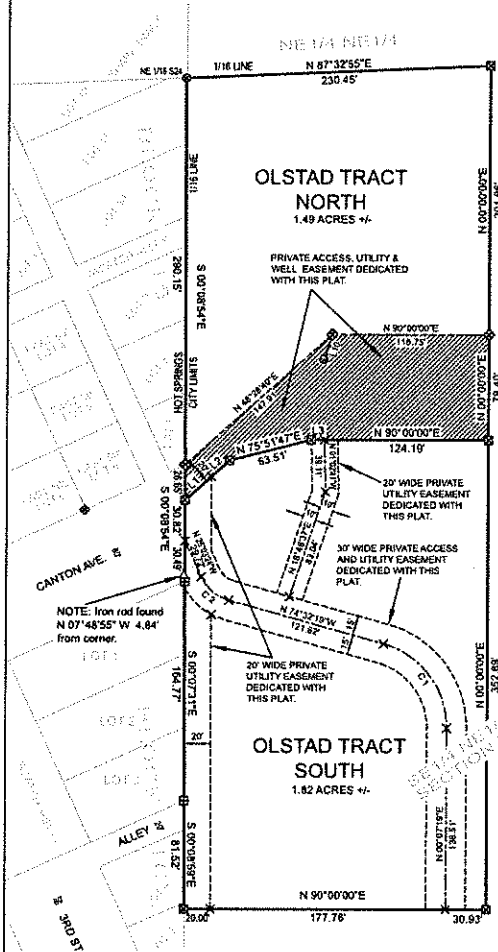
Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

Sue Ganje, Auditor
Fall River County Auditor



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



BASIS OF BEARING - GPS OBSERVATION
taken N 70°34'18" W 3304.40' from the NW corner of Olstad Tract North.
OPUS STATIC SOLUTION NAD83(2011)
LAT: 43°25'58.42649"
LONG: -103°28'40.58112"

- LEGEND**
- ⊠ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5908"
 - ⊡ Set rebar w/plastic cap marked "ANDERSEN ENG PLS 5908"
 - ⊞ Found rebar w/aluminum cap marked "ANDERSEN ENG PLS 5908"
 - ⊟ Found rebar w/plastic cap marked "CLINT GREGORY PE/PLS 638"
 - △ Found iron rod
 - × angle point not monumented
 - Well
- Stant lettering denotes record calls



Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	65.56'	55.00'	85.43'	74°39'38"	87°23'25"	78.52'	N 37°12'30" W
C2	32.55'	15.00'	24.11'	49°28'55"	176°01'05"	27.75'	N 48°47'51" W

Course	Bearing	Distance
L1	N 48°28'40" E	25.65'
L2	N 48°28'40" E	18.28'
L3	N 90°00'00" E	10.00'
L4	S 41°31'20" E	20.00'
L5	N 48°28'40" E	13.15'
L6	N 41°31'20" W	20.00'
L7	N 48°28'40" E	31.68'
L8	N 48°28'40" E	7.56'
L9	N 48°28'40" E	18.53'
L10	N 18°50'52" E	20.23'

CERTIFICATE OF COUNTY TREASURER
I, Fall River County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.
Dated this ___ day of ___, 2024.

Fall River County Treasurer

RESOLUTION OF THE CITY COUNCIL:
Whereas there has been presented to the City Council of Hot Springs, South Dakota, the within plat of the above described lands, and it appearing to the Council that said plat conforms to the existing plats of said City, that the streets set forth therein conforms to the system of streets of the municipality, that all provisions of the subdivision regulations have been complied with, that all taxes and special assessments upon the tract have been fully paid, and that said plat and the survey thereof have been executed according to law, now therefore, **BE IT RESOLVED**, that said plat is hereby approved in all respects.
Dated at Hot Springs, South Dakota this ___ day of ___, 2024.

CERTIFICATE OF SURVEYOR
I, John D. McBride, Registered Land Surveyor No. 5906 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
Dated this ___ day of ___, 2024.

John D. McBride, SDRLS No. 5906

STATE OF _____, **COUNTY OF** _____
We, Donald Olstad and Cathy Olstad, do hereby certify that we are the owners of the within described lands and that the within plat was made at our direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
Dated this ___ day of ___, 2024.

Donald Olstad

Cathy Olstad

CERTIFICATE OF CITY FINANCE OFFICER
I, Finance Officer of the City of Hot Springs, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the City Council of Hot Springs, South Dakota at a meeting held on the ___ day of ___, 2024.

Hot Springs City Finance Officer

ACKNOWLEDGMENT OF OWNERSHIP
STATE OF _____, **COUNTY OF** _____
On this ___ day of ___, 2024, before me, a Notary Public, personally appeared Donald Olstad and Cathy Olstad, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
Whereas, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county, adequate provision is made for access to adjacent unplattd lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore, **BE IT RESOLVED** that said plat is hereby approved in all respects.
Dated this ___ day of ___, 2024.

Chairperson, Fall River County Board of Commissioners

CERTIFICATE OF HIGHWAY AUTHORITY
It appears that every lot has an acceptable approach location onto a public road and the location of the intersection(s) of the proposed subdivision road(s) with the existing public road(s) is hereby approved.
Date: _____
Highway Authority _____

CERTIFICATE OF COUNTY AUDITOR
I, Fall River County Auditor, do hereby certify that the above instrument is a true and correct copy of the resolution adopted by the Board of County Commissioners of Fall River County, South Dakota, at a meeting held on the ___ day of ___, 2024.

Fall River County Auditor

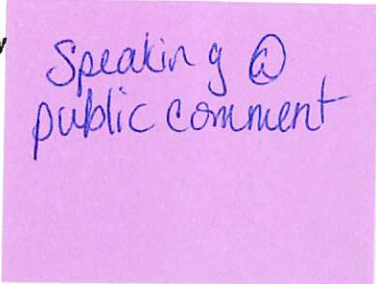
CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION
I, Director of Equalization of Fall River County, do hereby certify that my office has been furnished with a true copy of the within plat.
Dated this ___ day of ___, 2024.

Director of Equalization of Fall River County

OFFICE OF THE REGISTER OF DEEDS
Filed for record this ___ day of ___, 2024, at ___ o'clock ___ M, and recorded in Book _____ of Plats on page _____
Fall River County Register of Deeds

Prepared by
ANDERSEN ENGINEERS
Land Surveyors

Drawn by DR/RW	Date 9/12/2023	P.O. Box 446 Edgemont, SD 57735 (605)-662-5500
Approved by McB	Date 4/15/2024	andersenengineers@gwic.net
Scale 1"=60'	Sheet 1 of 1	File Name: SENE_S24_T7S_R5E

Speaking @
public comment

Dennis and Terry Shaw

Hot Springs, SD

605-745-5250

To Governor Kristi Noem and all of our Representatives who are supposed to be looking out for our best interests: You failed miserably when you voted to increase our property taxes by 65% this past year. This study should only prove that this exorbitant tax increase in one year was selfish, cruel, and thoughtless, and has hurt all of us who live here.

In Hot Springs during our primary elections this year, an older couple using a wheelchair were coming out of the VA and stated that due to the property tax increase, they will have to decide whether they can afford prescriptions or food due to this. Why did you allow this to happen??

We understand that people are moving to our beautiful state and are paying premium prices for land and homes, but what about those of us who live, work, have families, and have retired here? Amber Hulse, our nominated Republican State Senator stated on KOTA news that she is worried that young couples are being priced out due to this exorbitant property tax increase. This artificial inflation is causing many to believe they can no longer afford to live here.

There needs to be a cap or a reasonable law implemented such as our COLA increase to help alleviate this tax burden on your constituents every year. If "you" can get away with increasing our property taxes like this in one year, what will stop you from doing this again next year??

Please implement a COLA increase on our property taxes or have a tier system to help change the damage you have done to us. We need your help to do the right thing for all of us SOUTH DAKOTAINS!!!

Dennis and Terry Shaw

2022 REAL ESTATE TAX NOTICE DUE IN 2023



FALL RIVER COUNTY
 TREASURER
 906 N RIVER ST
 HOT SPRINGS SD 57747

Property Address: 13025 LAKE VIEW DR
 Legal Desc: WATERS EDGE SUBD: LOT 22, BLK 2 30-8-6
 (2.02 A)

Mary Fitzgerald

County Treasurer: 605-745-5145
 Please notify us of mailing address changes at 605-745-5136.
 SEE TRS TAX SEARCH ON COUNTY
 WEBSITE: www.fallriver.sdcounties.org

CITY/TOWNSHIP: WATERS EDGE ROAD
 SCHOOL DISTRICT: HOT SPRINGS SCHOOL

TAX BILL #: 2022-7159
 PARCEL #: 65290-00200-02200

000883-2885

SHAW, DENNIS CHARLES &
 WHITE-SHAW, TERRY LEE
 13025 LAKE VIEW DR
 HOT SPRINGS SD 57747

ENTITY	\$/1000 LEVY	TAXABLE	TAX	*OPT-OUT		
WATERS EDGE RD	0.4567	\$187,310.00	\$85.54		FIRST PAYMENT	\$1,088.48
COUNTY	3.5894	\$187,310.00	\$672.33			
HOT SPGS FD# 50	0.2995	\$187,310.00	\$56.10		SECOND PAYMENT	\$1,088.48
H S AMBULANCE	0.2768	\$187,310.00	\$51.85	\$24.26		
COUNTY LIBRARY	0.0128	\$187,310.00	\$2.40		TOTAL TAXES DUE	\$2,176.96
SCHOOL-OO	6.9870	\$187,310.00	\$1,308.74			

2024 cola
3.2%
69.66
2246.62
1730.65 -
515.97

* INDICATES A LOCAL DECISION TO OPT OUT
 Ag land taxable @ 85.00% of assessed value
 *** IMPORTANT INFORMATION - PLEA
 If your taxes are included in your mortgage
 Not all mortgage companies pay Special Assessment
 If this tax notice includes any Special Assessment
 SENIOR CITIZENS and DISABLED ASSISTANCE
 Filing Deadline.....April 1st (You MUST be
 Minimum Age.....65 or older, or disabled
 Income Guidelines Apply.....Contact your
 Delinquent Taxes Will Accumulate Interest

ermine who is responsible.
 SIDENTS ONLY *

WHEN MAKING PAYMENT BY

MENT STUB FOR EACH TAX BILL.

CUT HERE *X*

FALL RIVER COUNTY TREASURER
 906 N RIVER ST
 HOT SPRINGS SD 57747

TY TREASURER PAYMENT 2

SHAW, DENNIS CHARLES &
 WHITE-SHAW, TERRY LEE

HOT SPRINGS SD 57747

SHAW, DENNIS CHARLES &
 WHITE-SHAW, TERRY LEE

BILL#: 2022-7159
 PARCEL#: 65290-00200-02200

BILL#: 2022-7159
 PARCEL#: 65290-00200-02200

1st HALF TAX AMOUNT DUE \$1,088.48

2nd HALF TAX AMOUNT DUE \$1,088.48

1st HALF DELINQUENT AFTER APRIL 30th, 2023
 Detach and Return with First Payment
 NO RECEIPT MAILED UNLESS SELF-ADDRESSED
 ENVELOPE IS ENCLOSED

DELINQUENT AFTER OCTOBER 31st, 2023
 Detach and Return with First Payment
 NO RECEIPT MAILED UNLESS SELF-ADDRESSED
 ENVELOPE IS ENCLOSED

1730.65

3641.30

#1730.65



CUT HERE