



SALES AGREEMENT

DATE Nov 22, 2024

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

PURCHASER	FALL RIVER COUNTY		
STREET ADDRESS	PO BOX 939		<SAME>
CITY/STATE	HOT SPRINGS, SD	COUNTY	FALL RIVER
POSTAL CODE	57747-1398	PHONE NO.	605-745-5130
CUSTOMER CONTACT:	EQUIPMENT	Tony March - PHONE NO. 605-517-1145	
	PRODUCT SUPPORT	Tony March - PHONE NO. 605-517-1145	
INDUSTRY CODE:	GOVT. - COUNTY (940)	PRINCIPAL WORK CODE	POINT OF POSSESSION AT: Rapid City, SD

CUSTOMER NUMBER	C28613	Sales Tax Exemption # (if applicable)	466000197	CUSTOMER PO NUMBER	
-----------------	--------	---------------------------------------	-----------	--------------------	--

PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON INVOICE	<input type="checkbox"/>	CASH	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/>
CASH WITH ORDER		BALANCE TO FINANCE		CONTRACT INTEREST RATE	0
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS	
				OPTIONAL BUY-OUT	\$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED		
MAKE: CATERPILLAR	MODEL: 308-07A	YEAR: 2025
STOCK NUMBER: M035975	SERIAL NUMBER: TBA	APPROX HOURS: TBA
		NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>
308 07A CR MHE CFG14C	LANE 3 ORDER	INTEGRATED RADIO V2
DRAIN, ECOLOGY	STICK, LONG	MONITOR NEXT GEN, ADVANCED, CR
ALARM, TRAVEL	LINE, BOOM	PRODUCT LINK, CELLULAR PLE643
LIGHTS, LED	LINE, STICK	CAT KEY, WITH PASSCODE OPTION
ELECTRICAL ARR, C3.3 HRC	LINKAGE, BUCKET W/ LIFTING EYE	COUNTERWEIGHT, EXTRA, 1100 LBS
308 07A CR MINI EXCAVATOR	STD BLADE, STD U/C, RUBBER TRK	CTWT AS-EXTRA
BOOM, SWING	EOU HOUSE SWING COVER, 8T	CAMERA, REAR VIEW
ENGINE, EPA TIER 4 FINAL	WIRING GP	HEATER, WATER JACKET
SOFTWARE, PROPORTIONAL CONTROL	COVER GP	CONTROL, QC, 3 LINE
SOFTWARE, STICK STEER CONTROL	PLUG GP	LINE, QC, LNG STK, 3 LINE
SOFTWARE, 2 WAY CONTROL	SEAT, AIR SUSP, FABRIC, HEATED	THUMB, HYD + COUPLER, HYD, 8T
SOFTWARE, CODED START	BELT, SEAT, 3" RETRACTABLE	BUCKET-HD, 36", 13.8 FT3, 7T

TRADE-IN EQUIPMENT		SELL PRICE	\$142,683.23
MODEL: _____ YEAR: _____ SN: _____ Expected SMU: _____	PAID BY: _____	EXT WARRANTY	Included
MODEL: _____ YEAR: _____ SN: _____ Expected SMU: _____	PAID BY: _____	CSA	Included
MODEL: _____ YEAR: _____ SN: _____ Expected SMU: _____	PAID BY: _____	NET TRADE DIFFERENCE	\$142,683.23
MODEL: _____ YEAR: _____ SN: _____ Expected SMU: _____	PAID BY: _____	BALANCE DUE	\$142,683.23

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY PURCHASER AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

PURCHASER ACKNOWLEDGES THAT (A) SELLER IS NOT THE MANUFACTURER OF THE EQUIPMENT. (B) IF THE EQUIPMENT INCLUDES A MANUFACTURER'S WARRANTY, THE TERMS OF SUCH MANUFACTURER'S WARRANTY WILL BE SUBJECT TO ALL CONDITIONS AND EXCLUSIONS SET FORTH THEREIN.

UNLESS EXPRESSLY SET FORTH BELOW OR IN A SEPARATE WRITTEN AGREEMENT EXECUTED BY SELLER, PURCHASER AGREES AND ACKNOWLEDGES THAT SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE EQUIPMENT DESCRIBED IN THIS SALES AGREEMENT.

<input checked="" type="checkbox"/> MANUFACTURER'S WARRANTY	INITIAL _____	<input type="checkbox"/> USED EQUIPMENT	INITIAL _____
Purchaser acknowledges that it has received a copy of the Manufacturer's Warranty and has read and understands said warranty.		When the equipment covered by this Sales Agreement is used equipment, PURCHASER AFFIRMS AND ACKNOWLEDGES THAT IT HAS EXAMINED THE EQUIPMENT and is buying the equipment "AS IS" and with NO OTHER REPRESENTATIONS OR WARRANTIES, unless otherwise specified in writing below.	
24 Months / 2000 Hours Standard Warranty excluding Mileage		Warranty applicable: See terms and conditions of Seller's Used Protection Plan executed by Purchaser and Seller.	
308-CR-84 MO/3500 HR PREMIER			

CSA: NEW Cat Customer Value Agreement - National Offer 2 Years, 1,000 Hour SOS and Filters

NOTES: Caterpillar Sourcewell Contract #011723-CAT / Fall River County Sourcewell Account # 3470

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

Accepted by BUTLER MACHINERY COMPANY / NCRL LLC at Fargo, ND

PURCHASER

BY _____ DATE _____	APPROVED AND ACCEPTED ON _____
Authorized Signature	FALL RIVER COUNTY
TITLE _____	PURCHASER
SALESMAN Melmer, Phil	SIGNATURE _____
BUTLER MACHINERY COMPANY / NCRL LLC	TITLE _____ BUYER

Sales Agreement TERMS AND CONDITIONS (Referred to on the Reverse Side Hereof)

1. **Acceptance.** This Agreement is subject to final acceptance by Seller in its sole discretion. Seller reserves the right to accept or reject this Agreement and shall not be required to give any reason for non-acceptance. This Agreement, when accepted by Seller, shall become a binding contract but shall be subject to strike, lock-outs, accidents, fire, delays in manufacture or transportation, acts of God, embargos, or governmental or administrative action or any other causes beyond the control of Seller whether the same as or different from the matters and things herein before specifically enumerated, and any of said causes shall absolutely absolve Seller from any liability to Purchaser under the terms hereof. Seller's acceptance of this Agreement shall be limited to the express terms and conditions set forth herein.

2. **Security Interest.** Unless the equipment covered hereby (the "Equipment") is paid for in full in cash at time of delivery, Purchaser grants and Seller retains a continuing security interest in the Equipment in accordance with the Uniform Commercial Code ("UCC"), together with all and any substitutions, additions or accessions, and in any and all proceeds from the use, sale, exchange or disposal thereof. Purchaser authorizes Seller at any time to file in any relevant jurisdiction any financing statements as provided by the UCC relating to the Equipment for the purpose of perfecting, confirming, continuing, enforcing or protecting its security interest in the Equipment. Purchaser further agrees to execute and deliver to Seller any other promissory notes or evidences of indebtedness that may be requested by Seller. However, any such note shall be evidence of indebtedness only and is not to be considered or construed to be payment for said Equipment.

3. **Taxes.** Purchaser will promptly pay to Seller any taxes that Seller is required to collect with respect to this Agreement including, but not limited to, sales, use, value added, personal property and similar taxes ("Taxes"). For any Taxes from which Purchaser claims exemption, Purchaser shall provide Seller with properly completed exemption certificates and any documentation needed to validate the exemption. If Purchaser fails to provide an appropriate exemption certificate and supporting documentation, as determined by Seller, Purchaser will remain liable for all such Taxes and will indemnify Seller for any liability related to the same.

4. **Risk of Loss/Delivery.** Seller's responsibility and liability for the Equipment ceases upon delivery of the Equipment to Purchaser or to a carrier for shipment to Purchaser and Purchaser shall bear the risk of loss at such point, including, but not limited to, any claims for damages, delays or shortages occurring thereafter, all of which shall be made by the Purchaser directly to the carrier. Purchaser shall make any claims against the Seller within fifteen days after delivery. At the time of delivery, Purchaser shall be required to execute a Delivery and Acceptance Certificate. Purchaser agrees that any apparent agent at the point of delivery is authorized to accept delivery of the Equipment and execute the Delivery and Acceptance Certificate.

5. **Insurance.** If the Equipment is not paid for in full at time of delivery, Purchaser shall, at Purchaser's cost, keep the Equipment insured against all risks and perils customarily covered under "all risk" policies including, but not limited to, loss or damage by theft, vandalism, malicious mischief, fire, flood, windstorm, and explosion, and with an extended coverage endorsement covering all such other risks and perils in an amount satisfactory to Seller in which Seller is named as a loss payee, and shall furnish proof of such coverage satisfactory to Seller, which shall not be cancellable without thirty day's written notice to Seller.

6. **Purchaser's Representations and Warranties.** To induce Seller to enter into this Agreement, Purchaser represents, warrants and covenants as follows: (a) if Purchaser is a corporation, limited liability company, limited liability partnership or similar entity, then it is duly organized, existing and in good standing under the laws of the state of its incorporation or organization and it has full power and authority to enter into this Agreement and the execution, delivery and performance of this has been duly authorized; (b) if Purchaser is a general partnership, then it has full power and authority to enter into this Agreement and the execution, delivery and performance of this Agreement has been duly authorized by all of the partners of the partnership; (c) if Purchaser is an individual, then he or she has full power and authority to enter into this Agreement; (d) this Agreement has been duly entered into and delivered and constitutes a legal, valid and binding obligation of Purchaser enforceable in accordance with its terms; and (e) all financial statements, certificates or other information submitted to Seller concerning Purchaser's financial condition, are in all respects accurate, true and complete.

7. **Events of Default.** Purchaser will be in default under this Agreement, without necessity for demand or notice, if any one or more of the following occurs before the Equipment is paid for in full: (a) if Purchaser fails to accept delivery of any of the Equipment; (b) Purchaser fails to make a payment when due; (c) if the Equipment is levied on, seized or attached; (d) if Purchaser sells or disposes of any of the Equipment without Seller's permission; (e) if any default shall occur under any other agreement between Seller and Purchaser; (f) any individual Purchaser dies or is declared incompetent; (g) any Purchaser who is a legal entity merges, dissolves, reorganizes, or terminates its business or existence; (h) Purchaser fails to keep any promise, representation or warranty contained in this Agreement; (i) Purchaser becomes insolvent, is generally unable to pay its debts when due, dissolves, assigns its assets for the benefit of its creditors, or becomes the subject of a bankruptcy, receivership, or insolvency proceeding; (j) Purchaser sells all or substantially all of its assets or property; (k) Purchaser shall suffer a material adverse change in its financial condition or operations; or (l) any other event occurs or fact appears that causes Seller to deem itself insecure, or impairs the prospect of payment or realization upon the collateral.

8. **Remedies.** In the event of a Default, Seller may, at its option, exercise any or all of the following rights and remedies, all of which shall be cumulative to the greatest extent permitted by applicable law: (a) if the default results from Purchaser's failure to do or perform any of the acts, or things required to be done by Purchaser under the terms of this Agreement, Seller may do and perform any such acts on the Purchaser's behalf, and all money advanced or paid by Seller in doing so shall be added to and be deemed a part of the balance due hereunder; (b) Seller may terminate this Agreement; (c) Seller may exercise any and all rights Seller may have under the Uniform Commercial Code or other applicable law; (d) Seller may require Purchaser to store the Equipment, at Purchaser's own cost and risk, on behalf of Seller, and such storage shall be in such a manner as to prevent any deterioration of the Equipment, and shall be for a reasonable time pending the sale or other disposition of the Equipment. In the event Seller seeks to take possession of any or all of the Equipment by court process, Purchaser further irrevocably waives to the fullest extent permitted by law any bonds and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession and said retaking shall not be deemed rescission of this Agreement. Waiver by Seller of any Default shall not be deemed a waiver of any other Default. Purchaser agrees to pay all collection and repossession costs, reasonable attorneys' fees, legal expenses and court costs incurred by Seller in connection any Default or otherwise enforcing this Agreement.

9. **LIABILITY LIMITATION.** PURCHASER AGREES THAT PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER SHALL BE AS CONTAINED IN ANY EXPRESS WRITTEN WARRANTY ISSUED BY SELLER, IF ANY. IN NO EVENT SHALL SELLER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OF PROPERTY OR EQUIPMENT, DOWNTIME, LOSS OF THIRD PARTY CONTRACTS OR LOST CROP OR OTHER PRODUCTION, REGARDLESS OF WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SELLER'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY) FOR DAMAGES OR LOSS, SHALL IN NO EVENT EXCEED THE AMOUNT PURCHASER PAID TO SELLER FOR THE EQUIPMENT TO WHICH THE LIABILITY RELATES. PURCHASER RECOGNIZES THAT THE PRICING ASSOCIATED WITH EQUIPMENT REFLECTS THIS ALLOCATION OF RISK AND IS THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATIONS SHALL BE VALID AND ENFORCEABLE, NOTWITHSTANDING ANY ALLEGED FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED REMEDIES SET FORTH HEREIN. ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE EQUIPMENT WILL BE BARRED UNLESS A LEGAL PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM DELIVERY OF THE EQUIPMENT TO PURCHASER.

10. **Used Equipment Warranty.** The terms and conditions of any used equipment warranty provided by Seller shall be as set forth in a separate written "Used Protection Plan" executed by Seller and Purchaser and shall be subject to the following additional terms: (a) the cost, if any, of transporting said used machine from and to the Seller's place of business shall be paid by the Purchaser; (b) any such used equipment is void unless claim is made by Purchaser to Seller within three (3) days after discovery of the defect upon which the claim is based; and (c) Seller shall only be obligated to make warranty repairs during regular working hours at regular time labor rates. If, at the request of Purchaser, such warranty repairs are performed during overtime hours, Purchaser shall pay the difference between the applicable overtime rates and Seller's regular time rates.

11. **Indemnification.** Purchaser shall defend, indemnify and hold harmless Seller, its subsidiary and affiliated companies, their officers, agents and employees, from and against all loss liability, claim, action or expense including reasonable attorney's fees by reason of bodily injury including death, and property damage, sustained by any person or persons including, but not limited to, employees of Purchaser, as a result of Purchaser's maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of Equipment or Purchaser's failure to comply with the terms and conditions of this Agreement.

12. **Waivers.** Any forbearance, failure or delay by Seller in the exercise of any right, power or remedy hereunder shall not be deemed to be a waiver of any such right, power or remedy, and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof. Every right, power and remedy of Seller shall continue in full force and effect until such right, power or remedy is specifically waived in writing by Seller.

13. **General.** It is agreed that (a) time is of the essence; (b) Seller may assign this Agreement to any of its affiliated entities without prior notice to Purchaser; (c) Purchaser may not assign this Agreement without Seller's consent, which may be withheld at Seller's sole discretion; (d) this Agreement constitutes the entire agreement between Purchaser and Seller in respect to the Equipment and it is expressly agreed that there are no promises or understandings outside of this Agreement and that no agent or salesperson has authority to obligate Seller to any undertakings, conditions or terms not contained herein; (e) this Agreement and all matters relating to the Equipment shall be governed by the laws of North Dakota; (f) this Agreement may be signed by facsimile, PDF, DocuSign or other electronic means and such signatures shall be as binding on the party providing the same as original signatures; (g) should any portion of this Agreement be declared invalid under applicable law or regulation, the remaining provision hereof shall remain in full force and effect.

14. **DATA SHARING.** CUSTOMER DATA MAY BE COLLECTED AND TRANSMITTED TO CATERPILLAR INC., AGCO, OTHER MANUFACTURING PARTNERS, THEIR AFFILIATES AND/OR ITS DEALERS, INCLUDING SELLER. BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES RECEIPT AND REVIEW OF (A) BUTLER MACHINERY COMPANY'S DATA AND PRIVACY POLICY INCORPORATED HEREIN BY REFERENCE AND AVAILABLE AT <https://www.buttermachinery.com/privacy-policy>; (B) THE CATERPILLAR INC. DATA GOVERNANCE STATEMENT AVAILABLE AT <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>; (C) THE AGCO PRIVACY STATEMENT AVAILABLE AT <https://www.agcocorp.com/privacy.html>; (D) THE CLAAS DATA PROTECTION NOTICE AVAILABLE AT <https://www.claasofamerica.com/company-careers/claas-of-america/legal-data/dataprotection>; (E) THE RAVEN PRIVACY POLICY AT <https://ravenind.com/privacy>; AND THE TRIMBLE PRIVACY CENTER AT <https://www.trimble.com/corporate/privacy.aspx>. THE AFOREMENTIONED DOCUMENTS ARE INCORPORATED BY REFERENCE AS IF FULLY RESTATED HEREIN.

15. **Emissions.** Purchaser represents and warrants that the Trade In Equipment meets all required state and federal emission qualifications and has not been modified.

16. **Trade-In Equipment.** In connection with the Sales Agreement, Purchaser proposed to sell to Seller certain "Trade-In Equipment" identified therein, in exchange for a credit in the amount of value set forth therein or to-be-set forth therein (less payoffs of all claims, liens, mortgages and security interests encumbering the same), which value has been or will be determined based on the Surveyed Condition (defined below), to be applied toward the purchase price for the Equipment Ordered/Purchased to be sold by Seller to Purchaser pursuant to the Sales Agreement, all subject to the terms and conditions of the Sales Agreement and this Rider. Seller has had or will have the "Trade-In Equipment" surveyed by an employee or agent of Seller to determine, among other things, the assumed condition and hours of the Trade-In Equipment (and all components thereof) (the "Surveyed Condition") that are assumed for the anticipated date of Seller's taking delivery of the Trade-In Equipment from Purchaser, which will be the same date anticipated for Seller's delivery of the Equipment Ordered/Purchased to Purchaser. The Surveyed Condition forms the basis of Seller's determination of the trade-in value (and a material inducement for Seller offering the same). To receive a copy of the images utilized in establishing the trade in equipment's valuation, please contact your Butler Machinery salesperson. If Seller (in its commercially reasonable judgment) determines at any time that actual condition of the Trade-In Equipment (whether as of the actual date of Seller's taking delivery of the Trade-In Equipment or any time prior thereto) deviates or will deviate from the Surveyed Condition in any material respect (a "Material Deviation"), then the trade-in value shall be reduced by the amount determined by Seller in its commercially reasonable judgment to represent the diminishment in the trade-in value of the Trade-In Equipment as a result of such Material Deviation(s); provided, if Seller determines that such Material Deviation(s) renders the Trade-in Equipment unsellable, unsalvageable or otherwise valueless to Seller, results in a trade-in-value less than the amounts necessary to payoff all claims, liens, mortgages and security interests encumbering the same, or could result in any potential loss or liability to Seller of any kind or amount, then, in any such case, Seller may elect to not purchase the Trade-In Equipment (and Purchaser shall retain possession of the same). "Material Deviation(s)" may include, by way of example and without limitation, any one or more of the following conditions or occurrences: any increase in hours, or any wear or tear (including ordinary wear or tear), damage, casualty or any other loss, or impairment in the performance, legal compliance or value of the Trade-In Equipment. Purchaser shall promptly notify Seller of any Material Deviation caused by or known to Purchaser. Purchaser shall remain obligated to purchase the Equipment Ordered/Purchased pursuant to the Sales Agreement notwithstanding any reduction in trade-in value (or election to not purchase the Trade-in Equipment) as a result of any such Material Deviation(s). Further, if, as of the time of a determination of a Material Deviation, Seller has previously credited to Purchaser (or paid to creditors on Purchaser's behalf) any amount of the trade-in value initially established based on the Surveyed Condition in excess of the reduced trade-in value resulting from such Material Deviation(s), then Purchaser shall immediately reimburse Seller for the total amount of such excess previously paid or credited by Seller.

FARGO, ND (701) 280-3100	GRAND FORKS, ND (701) 775-4238	BISMARCK, ND (701) 223-0890	MINOT, ND (701) 852-3508	JAMESTOWN, ND (701) 251-1400	DICKINSON, ND (701) 456-1400	HANKINSON, ND (701) 242-7474	HOOPLE, ND (701) 894-6363	DEVILS LAKE, ND (701) 665-3800
SIoux FALLS, SD (605) 336-3010	ABERDEEN, SD (605) 225-6240	RAPID CITY, SD (605) 342-4850	PIERRE, SD (605) 224-5400	HURON, SD (605) 353-1200	WATERTOWN, SD (605) 954-7100	FREMONT, NE (402) 721-2800	KEARNEY, NE (308) 236-4640	PICKRELL, NE (402) 673-4200
CHADRON, NE (308) 432-5593	SIDNEY, MT (406) 742-7700							

Data and Privacy policy: protecting the security and privacy of your data is important to us. Please see our website for our complete Data and Privacy Policy.



Cat[®] 308 CR

MINI HYDRAULIC EXCAVATOR

FEATURES:

The Cat[®] 308 CR Mini Excavator delivers maximum power and performance in a mini size to help you work in a wide range of applications.

ALL DAY COMFORT

- A sealed and pressurized cab is equipped with an improved air conditioning system, adjustable wrist rests and a suspension seat to help keep you working comfortably all day long.

EASY TO OPERATE

- Controls are easy to use and the intuitive Next Generation Monitor provides customizable machine operator preferences and easy to read machine information.

STICK STEER TRAVEL MODE

- Moving around the job site is even easier with Cat Stick Steer. Easily switch from traditional travel controls with levers and pedals to joystick controls with a push of a button. The benefit of less effort and improved control is in your hands!

BIG PERFORMANCE IN A MINI DESIGN

- Increased lifting, swinging, travel and multi-functioning performance help you get the job done more efficiently, and blade float allows for easy clean up.

SAFETY ON THE JOB SITE

- Your safety is our top priority. The Cat Mini Excavator is designed to help keep you safe on the job. A back-up camera, courtesy work lights and a fluorescent retractable seat belt with optional seat belt reminder system are just a few of the safety features we've built into the machine.

SIMPLE SERVICE FOR LESS DOWNTIME

- Maintenance is quick and easy on the Cat Mini Excavator. Routine check points are easy to access at ground level with grouped service points and robust service panels.

LOWER OPERATING COSTS

- Equipped with features such as auto idle, auto engine shutdown, and efficient hydraulics with a variable displacement pump, the Cat Mini Excavator was designed with reducing your operating costs in mind.

UNMATCHED DEALER SUPPORT

- Your Cat dealer is here to help you reach your business goals. From providing equipment solutions to operator training to service needs and beyond, your Cat dealer is ready to help.



308 CR Mini Hydraulic Excavator

CAT TECHNOLOGY

EASE OF USE FOR CAT MINI EXCAVATORS

Ease of Use assists operators in controlling the machine to simplify operation, improve accuracy and enhance overall productivity on the job site. Ease of Use is available equipped on your mini excavator from the factory or as an upgrade kit post purchase.

Operators can choose from two software packages, Indicate or E-Fence to suit their application needs.

INDICATE

Ease of Use Indicate is an entry-level grade system providing visual and audible indicators to where the bucket is versus a target grade to cut and fill to exact specifications the first time without overcutting.

- Ideal for digging footings, septic systems, foundations, slope work and similar applications with level sites.
- Machine integrated depth measurement system from selected bench
- Operators can target a grade relative to the machine chassis (machine reference) or relative to gravity (earth reference).
- Operator can program a flat grade or a slope.
- Does not include the ability to automatically adjust stick, boom or bucket position. Cat Grade is required for autos functionality.
- Includes Swing Assist ideal for truck loading and trenching applications, and Bucket Assist ideal for sloping, leveling, fine grading and trenching applications.

E-FENCE

Ease of Use E-Fence automatically constrains machine motion within operator pre-set boundaries for Ceiling, Floor, Wall and Swing to avoid structures overhead, underground, in front or to the left or right of the machine.

- Ideal for applications near high-traffic, protecting structures on the job site, avoiding fiber optic cables and other underground utilities.
- Limits boom, stick, bucket, house and boom swing from operating beyond set boundaries.
- Includes Swing Assist ideal for truck loading and trenching applications, and Bucket Assist ideal for sloping, leveling, fine grading and trenching applications.

CAT GRADE

Cat Grade is available as an aftermarket-installed automatics system that is easy to learn and use. Cat Grade Advanced 2D and 3D give you the ability to create, manage and grade simple to complex designs with accuracy ensuring cuts and fills are made to exact specifications. Cat Grade reduces costs, improves accuracy, provides improved operator efficiency and enhances safety.

GRADE ADVANCED 2D

Cat Grade Advanced 2D allows the operator to set parameters for digging and leveling operations, including cross slope and work site main fall. Grade Advanced 2D also lets the operator input, edit and work to basic 2D design plans from the operator's seat.

- Ideal for commercial site pad designs, trenches, commercial septic systems and similar applications.
- Provides bucket position in real time, and the operator can select from a number of different viewing angles.

GRADE 3D

Cat Grade 3D for excavators adds deeper design capabilities, plus, Global navigation satellite system (GNSS) receivers and a correctional data source to achieve Real Time Kinematic (RTK) positioning guidance for more complex planes, slopes, contours and curves.

- Provides operator with bucket positioning in relation to preloaded 3D design files or background maps.
- Helps to coordinate multiple machine operations while maintaining accurate digging parameters across large job sites.

Availability varies by region, please contact our Cat dealer to discuss the best technology options for you and your application.

308 CR Mini Hydraulic Excavator

Specifications

Engine

Engine Model	Cat C3.3B	
Net Power		
ISO 9249, 80/1269/EEC	51.8 kW	69.5 hp
Engine Power		
ISO 14396	55.4 kW	74.3 hp
Bore	94 mm	3.7 in
Stroke	120 mm	4.7 in
Displacement	3.33 L	203 in ³

- Meets U.S. EPA Tier 4 Final and EU Stage V emissions standards.
- Advertised power is tested per the specified standard in effect at the time of manufacture.
- Net power advertised is the power available at the flywheel when the engine is at the rated speed of 2,200 rpm and the engine is installed with the factory configured fan, air intake system, exhaust system and alternator with a minimum alternator load.

Weights

Minimum Operating Weight with Cab*	8440 kg	18,610 lb
Maximum Operating Weight with Cab**	9105 kg	20,077 lb

*Minimum Weight is based on rubber tracks, no counterweight, operator, full fuel tank, standard stick, blade and no bucket.

**Maximum Weight is based on steel tracks with rubber pads, counterweight, operator, full fuel tank, long stick, blade and no bucket.

Weight Increase from Minimum Configuration

Counterweight	250 kg	552 lb
Long Stick	66 kg	146 lb
Steel Tracks with Pads	341 kg	752 lb

Travel System

Travel Speed – High	5.1 km/h	3.2 mph
Travel Speed – Low	3.1 km/h	1.9 mph
Maximum Traction Force – High Speed	27.8 kN	6,250 lbf
Maximum Traction Force – Low Speed	67.5 kN	15,175 lbf
Ground Pressure – Minimum Weight	36.9 kPa	5.4 psi
Ground Pressure – Maximum Weight	39.8 kPa	5.8 psi
Gradeability (maximum)	30 degrees	

Service Refill Capacities

Cooling System	10.0 L	2.6 gal
Engine Oil	11.2 L	3.0 gal
Fuel Tank	147 L	39 gal
Hydraulic Tank	53 L	14 gal
Hydraulic System	110 L	29 gal

Hydraulic System

Load Sensing Hydraulics with Variable Displacement Piston Pump		
Pump Flow @ 2,400 rpm	167 L/min	44 gal/min
Operating Pressure – Equipment	285 bar	4,134 psi
Operating Pressure – Travel	285 bar	4,134 psi
Operating Pressure – Swing	250 bar	3,626 psi
Maximum Auxiliary Circuit – Primary		
Flow at Pump*	131 L/min	35 gal/min
Pressure at Pump*	285 bar	4,134 psi
Maximum Auxiliary Circuit – Secondary		
Flow at Pump*	33 L/min	9 gal/min
Pressure at Pump*	285 bar	4,134 psi
Digging Force – Stick (Standard)	42.3 kN	9,509 lbf
Digging Force – Stick (Long)	35.7 kN	8,032 lbf
Digging Force – Bucket	62.0 kN	13,946 lbf

*Flow and pressure are not combinable. Under load, as flow rises pressure goes down.

Swing System

Machine Swing Speed	10.6 rpm
Boom Swing – Left	60 degrees
Boom Swing – Right	50 degrees

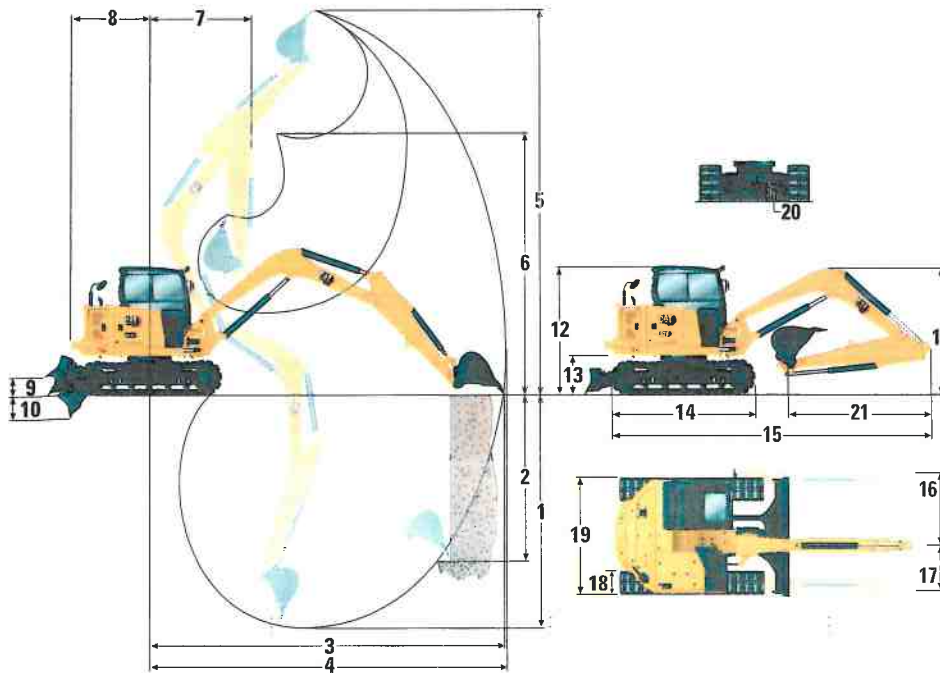
Blade

Width (Standard)	2300 mm	90.6 in
Width (Wide)	2450 mm	96.5 in
Height	431 mm	17 in

Certification – Cab

Roll Over Protective Structure (ROPS)	ISO 12117-2:2008
Top Guard	ISO 10262:1998 (Level I)

308 CR Mini Hydraulic Excavator



Dimensions

	Standard Stick	Long Stick
1 Dig Depth	4108 mm (161.7 in)	4643 mm (182.8 in)
2 Vertical Wall	2991 mm (117.8 in)	3404 mm (134.0 in)
3 Maximum Reach at Ground Level	6949 mm (273.6 in)	7460 mm (293.7 in)
4 Maximum Reach	7141 mm (281.1 in)	7637 mm (300.7 in)
5 Maximum Dig Height	6736 mm (265.2 in)	7039 mm (277.1 in)
6 Maximum Dump Clearance	4760 mm (187.4 in)	5072 mm (199.7 in)
7 Boom in Reach	3059 mm (120.4 in)	3215 mm (126.6 in)
8 Tail Swing		
with Counterweight	1585 mm (62.4 in)	1585 mm (62.4 in)
without Counterweight	1450 mm (57.1 in)	1450 mm (57.1 in)
9 Maximum Blade Height	370 mm (14.6 in)	370 mm (14.6 in)
10 Maximum Blade Depth	407 mm (16.0 in)	407 mm (16.0 in)
11 Boom Height in Shipping Position		
Boom Transport – No Tools*	2430 mm (95.7 in)	2260 mm (89.0 in)
Boom Working – With Tools**	2660 mm (104.7 in)	3050 mm (120.1 in)
12 Cab Height	2541 mm (100.0 in)	2541 mm (100.0 in)
13 Swing Bearing Height	756 mm (29.7 in)	756 mm (29.7 in)
14 Overall Undercarriage Length	2880 mm (113.4 in)	2880 mm (113.4 in)
15 Overall Shipping Length		
with Counterweight	6706 mm (264 in)	6872 mm (270.6 in)***
without Counterweight	6574 mm (258.8 in)	6872 mm (270.6 in)***
16 Boom Swing Right	935 mm (36.8 in)	935 mm (36.8 in)
17 Boom Swing Left	604 mm (23.8 in)	604 mm (23.8 in)
18 Track Belt/Shoe Width	450 mm (17.7 in)	450 mm (17.7 in)
19 Overall Track Width	2300 mm (90.6 in)	2300 mm (90.6 in)
20 Ground Clearance	350 mm (13.8 in)	350 mm (13.8 in)
21 Stick Length	1820 mm (71.7 in)	2358 mm (92.8 in)

*Boom Height when stick is pinned in transport position with no attachments.

**Boom Height when stick is pinned in working position with attachments. Standard Stick offers only one pin position.

***With blade positioned at the rear of the machine.

308 CR Mini Hydraulic Excavator

Lift Capacities – Minimum Configuration

Lift Point Height			Lift Point Radius 3 m (9.8 ft)			Lift Point Radius 4.5 m (14.8 ft)			Lift Point Radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
4.5 m (14.8 ft)	Standard Stick	kg (lb)				*2445 (*5,391)	1870 (4,123)	1630 (3,594)	*2195 (*4,840)	1490 (3,285)	1300 (2,867)	5.13 (16.8)
	Long Stick	kg (lb)							*1625 (*3,583)	1235 (2,723)	1075 (2,370)	5.74 (18.8)
3 m (9.8 ft)	Standard Stick	kg (lb)				*2770 (*6,108)	1805 (3,980)	1565 (3,451)	*2130 (*4,697)	1160 (2,558)	1010 (2,227)	5.90 (19.4)
	Long Stick	kg (lb)				*2400 (*5,292)	1825 (4,024)	1580 (3,484)	*1585 (*3,495)	995 (2,194)	865 (1,907)	6.42 (21.1)
1.5 m (4.9 ft)	Standard Stick	kg (lb)				*3345 (*7,376)	1685 (3,715)	1450 (3,197)	*2305 (*5,083)	1060 (2,337)	915 (2,018)	6.13 (20.1)
	Long Stick	kg (lb)				*3080 (*6,791)	1685 (3,715)	1450 (3,197)	*1695 (*3,737)	915 (2,018)	790 (1,742)	6.63 (21.8)
0 m (0 ft)	Standard Stick	kg (lb)	*3750 (*8,269)	2970 (6,549)	2460 (5,424)	*3535 (*7,795)	1600 (3,528)	1370 (3,021)	*2365 (*5,215)	1090 (2,403)	945 (2,084)	5.89 (19.3)
	Long Stick	kg (lb)	*3845 (*8,478)	2920 (6,439)	2405 (5,303)	*3480 (*7,673)	1570 (3,462)	1340 (2,955)	*1990 (*4,388)	935 (2,062)	805 (1,775)	6.42 (21.1)

Minimum Weight includes rubber belts, cab, operator, full fuel tank, no counterweight and no bucket.

Lift Capacities – Maximum Configuration

Lift Point Height			Lift Point Radius 3 m (9.8 ft)			Lift Point Radius 4.5 m (14.8 ft)			Lift Point Radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
4.5 m (14.8 ft)	Standard Stick	kg (lb)				*2445 (*5,391)	2090 (4,608)	1820 (4,013)	*2195 (*4,840)	1675 (3,693)	1460 (3,219)	5.13 (16.8)
	Long Stick	kg (lb)							*1625 (*3,583)	1395 (3,076)	1215 (2,679)	5.74 (18.8)
3 m (9.8 ft)	Standard Stick	kg (lb)				*2770 (*6,108)	2025 (4,465)	1760 (3,881)	*2130 (*4,697)	1315 (2,900)	1145 (2,525)	5.90 (19.4)
	Long Stick	kg (lb)				*2400 (*5,292)	2045 (4,509)	1775 (3,914)	*1585 (*3,495)	1135 (2,503)	990 (2,183)	6.42 (21.1)
1.5 m (4.9 ft)	Standard Stick	kg (lb)				*3345 (*7,376)	1905 (4,201)	1645 (3,627)	*2305 (*5,083)	1205 (2,657)	1050 (2,315)	6.13 (20.1)
	Long Stick	kg (lb)				*3080 (*6,791)	1905 (4,201)	1640 (3,616)	*1695 (*3,737)	1050 (2,315)	910 (2,007)	6.63 (21.8)
0 m (0 ft)	Standard Stick	kg (lb)	*3750 (*8,269)	*3750 (*8,269)	2795 (6,163)	*3535 (*7,795)	1820 (4,013)	1565 (3,451)	*2365 (*5,215)	1250 (2,756)	1080 (2,381)	5.89 (19.3)
	Long Stick	kg (lb)	*3845 (*8,478)	*3845 (*8,478)	2745 (6,053)	*3480 (*7,673)	1790 (3,947)	1535 (3,385)	*1990 (*4,388)	1075 (2,370)	930 (2,051)	6.42 (21.1)

Maximum Weight includes steel tracks with pads, cab, operator, full fuel tank, counterweight and no bucket.

*The above loads are in compliance with hydraulic excavator lift capacity rating standard ISO 10567:2007 and they do not exceed 87% of hydraulic lifting capacity or 75% of tipping capacity. The excavator bucket weight is not included on this chart.

308 CR Environmental Declaration

The following information applies to the machine at the time of final manufacture as configured for sale in the regions covered in this document. The content of this declaration is valid as of the date issued; however, content related to machine features and specifications are subject to change without notice. For additional information, please see the machine's Operation and Maintenance Manual.

For more information on sustainability in action and our progress, please visit <https://www.caterpillar.com/en/company/sustainability>.

Engine

- The Cat® C3.3B engine meets U.S. EPA Tier 4 Final and EU Stage V emission standards.
- Cat diesel engines are required to use ULSD (ultra-low sulfur diesel fuel with 15 ppm of sulfur or less) or ULSD blended with the following lower-carbon intensity fuels** up to:
 - ✓ 20% biodiesel FAME (fatty acid methyl ester)*
 - ✓ 100% renewable diesel, HVO (hydrogenated vegetable oil) and GTL (gas-to-liquid) fuels

Refer to guidelines for successful application. Please consult your Cat dealer or "Caterpillar Machine Fluids Recommendations" (SEBU6250) for details.

*Engines with no aftertreatment devices can use higher blends, up to 100% biodiesel (for use of blends higher than 20% biodiesel, consult your Cat dealer).

**Tailpipe greenhouse gas emissions from lower-carbon intensity fuels are essentially the same as traditional fuels.

Air Conditioning System

- The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.0 kg of refrigerant which has a CO₂ equivalent of 1.430 metric tonnes.

Paint

- Based on best available knowledge, the maximum allowable concentration, measured in parts per million (PPM), of the following heavy metals in paint are:
 - Barium < 0.01%
 - Cadmium < 0.01%
 - Chromium < 0.01%
 - Lead < 0.01%

Sound Performance

Operator Sound Pressure 72 dB(A) (ISO 6396:2008)*

External Sound Power Level 99 dB(A) (ISO 6395:2008)**

*The declared dynamic operator sound pressure levels per ISO 6396:2008. The measurements were conducted with the cab doors and windows closed.

**The labeled sound power level for the CE marked configurations when measured according to the test procedure and conditions specified in 2000/14/EC.

Oils and Fluids

- Caterpillar factory fills with ethylene glycol coolants. Cat Diesel Engine Antifreeze/Coolant (DEAC) and Cat Extended Life Coolant (ELC) can be recycled. Consult your Cat dealer for more information.
- Cat Bio HYDO Advanced is an EU Ecolabel approved biodegradable hydraulic oil.
- Additional fluids are likely to be present, please consult the Operations and Maintenance Manual or the Application and Installation guide for complete fluid recommendations and maintenance intervals.

Features and Technology

- The following features and technology may contribute to fuel savings and/or carbon reduction. Features may vary. Consult your Cat dealer for details.
 - Advanced hydraulic systems balance power and efficiency
 - Power On Demand provides full time efficiency and power when you need it, and is transparent to the operator
 - Auto idle and auto engine shutdown
 - Extended maintenance intervals reduce fluid and filter consumption
 - Remote Flash and Remote Troubleshoot (if equipped)
 - Mini Hydraulic Excavator Ease of Use features improve operator efficiency minimizing fuel consumption (if equipped)
 - Cat Grade with Advanced 2D and 3D improves operator efficiency minimizing fuel consumption (if equipped)

Recycling

- The materials included in machines are categorized as below with approximate weight percentage. Because of variations of product configurations, the following values in the table may vary.

Material Type	Weight Percentage
Steel	65.52%
Iron	21.19%
Rubber	3.50%
Mixed Metal	2.20%
Other	1.89%
Nonferrous Metal	1.81%
Plastic	1.55%
Fluid	1.47%
Mixed-Metal and Nonmetal	0.85%
Mixed Nonmetallic	0.01%
Uncategorized	0.00%
Total	100.00%

- A machine with higher recyclability rate will ensure more efficient usage of valuable natural resources and enhance End-of-Life value of the product. According to ISO 16714 (Earth-moving machinery – Recyclability and recoverability – Terminology and calculation method), recyclability rate is defined as percentage by mass (mass fraction in percent) of the new machine potentially able to be recycled, reused or both.

All parts in the bill of material are first evaluated by component type based on a list of components defined by the ISO 16714 and Japan CEMA (Construction Equipment Manufacturers Association) standards. Remaining parts are further evaluated for recyclability based on material type.

Because of variations of product configurations, the following values in the table may vary.

Recyclability – 96%

- The data provided above was based on the product configuration as provided by the individual product group.

308 CR Mini Hydraulic Excavator

Standard and Optional Equipment

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional		Standard	Optional
ENGINE			OPERATOR ENVIRONMENT (continued)		
Cat® C3.3 Diesel Engine (U.S. EPA Tier 4 Final/ EU Stage V) – Electronic Engine, Turbo, Diesel Particulate Filter (DPF)	✓		Mounting Bosses for Top and Front Guards	✓	
Automatic Engine Idle	✓		12V Power Socket	✓	
Automatic Engine Shutdown	✓		Radio – Bluetooth, Auxiliary, Microphone, USB (charging only)	✓	
Automatic Swing Brake	✓		Ease of Use Indicate		✓
Automatic Two Speed Travel	✓		Ease of Use E-Fence		✓
Fuel Water Separator with Indicator	✓		Cat Grade Advanced 2D		✓
Radial Seal – Double Element Air Filter	✓		Cat Grade 3D		✓
Extended Life Coolant, –37° C (–37° F)	✓		Skylight	✓	
HYDRAULICS			Signaling/Warning Horn	✓	
Electronic Variable Displacement Piston Pump	✓		Cab and (left side) Boom Work Lights	✓	
Load Sensing/Flow Sharing Hydraulics	✓		Utility Space for Mobile Phone	✓	
Power On Demand	✓		Rain Visor		✓
Hydraulic Temperature Monitoring	✓		Next Generation Color LCD Monitor (IP66)	✓	
Certified Accumulator	✓		– Jog Dial Interface	✓	
HYDO™ Advanced Hydraulic Oil	✓		– Fuel Level and Coolant Temperature Gauges	✓	
OPERATOR ENVIRONMENT			– Maintenance and Machine Monitoring	✓	
Stick Steer Mode	✓		– Performance and Machine Adjustments	✓	
Travel Cruise Control	✓		– Numeric Security Code	✓	
Control Pattern Changer	✓		– Multiple Languages	✓	
Adjustable Wrist Rests	✓		– Camera Ready (IP68 and IP69K)	✓	
Molded Footrests	✓		– Hour Meter with Wake Up Switch	✓	
Removable, Washable Floor Mat	✓		Next Generation Advanced Monitor (below are all included with Next Generation Advanced Monitor option)		✓
Travel Pedals and Hand Levers	✓		– Touch Screen		
Cat Key with Passcode Option	✓		– Site Reference System		
Push to Start with Bluetooth® Key		✓	– High Definition Camera Capable (IP68 and IP69K)		
HVAC with Automatic Temperature Control	✓		– Numeric Security Code		
Hydraulic Lockout Controls	✓		UNDERCARRIAGE		
Integrated Lower Front Window	✓		Greased and Lubricated Track	✓	
Assisted Front Window Overhead Storage	✓		Tie Down Eyes on Track Frame	✓	
Rear Window Emergency Exit	✓		Dozer Blade	✓	
Fabric, High Back, Suspension Seat	✓		Wide Dozer Blade		✓
Air Suspension Heated Seat		✓	Dozer Float	✓	
Retractable Seat Belt (75 mm/3 in)	✓		Bolt-on, Reversible Wear Edge	✓	
Seat Belt Reminder System		✓	Steel Tracks (450 mm/17.7 in wide)		✓
Coat Hook	✓		Wide Steel Tracks (600 mm/23.6 in)		✓
Cup Holder	✓		Steel Track with Rubber Pads		✓
LED Interior Light	✓		Track Guides		✓
Literature Holder	✓				

(continued on next page)

308 CR Mini Hydraulic Excavator

Standard and Optional Equipment (continued)

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional		Standard	Optional
BOOM, STICK AND LINKAGES			GUARDING		
One Piece Boom (3400 mm/133.9 in)	✓		ROPS ISO 12117-2:2008	✓	
Standard Stick (1820 mm/71.7 in)	✓		Top Guard ISO 10262:1998 (Level I)	✓	
Long Stick (2360 mm/92.9 in)		✓	Top Guard ISO 10262:1998 (Level II)		✓
Front Shovel Capable – Pin-on/ Manual Coupler/Hydraulic Coupler (not available in all regions)	✓		Front Guard (Mesh) ISO 10262:1998 (Level I)		✓
Thumb Ready (not available in all regions)	✓		Front Guard (Heavy Duty) ISO 10262:1998 (Level II)		✓
Attachments including Buckets, Augers and Hammers		✓	Track Guards		✓
2nd Auxiliary Hydraulic Lines		✓	OTHER		
Boom Lowering Check Valve		✓	Additional Counterweight		✓
Stick Lowering Check Valve		✓	Locks on External Enclosure Doors	✓	
Certified Lifting Eye		✓	Lockable Fuel Cap	✓	
ELECTRICAL			Beacon Socket	✓	
12 Volt Electrical System	✓		Rear Reflectors	✓	
60 Ampere Alternator	✓		Water Jacket Heater		✓
Circuit Breaker	✓		Refueling Pump		✓
900 CCA Maintenance Free Battery	✓		Variable Angle Boom (refer to 308 CR VAB brochure for VAB specs and additional information)		✓
Battery Disconnect	✓				
Ignition Key Stop Switch	✓				
Product Link™ Elite (regulations apply)		✓			
Travel Alarm		✓			
Rearview Camera		✓			
Rotating Beacon		✓			

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

© 2024 Caterpillar
All rights reserved

Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

CAT, CATERPILLAR, LET'S DO THE WORK, their respective logos, "Caterpillar Corporate Yellow," the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

AEHQ8163-05 (03-2024)
Replaces AEHQ8163-04
Build Number: 07A
(North America, Chile,
Europe, Turkey, ANZP)



AGREEMENT #2025-27-1

This **AGREEMENT** by and between the State of South Dakota, acting by and through the South Dakota Department of Game, Fish and Parks, hereinafter referred to as “**SDGFP**”, and Fall River County, South Dakota, acting by and through the Fall River County board of County commissioners, hereinafter referred to as “**COUNTY**”.

WHEREAS, **SDGFP** and the **COUNTY** have mutually agreed that **Fall River County Road 71A** (5.5 miles), leading to Sheps Canyon Recreation Area (Angostura Reservoir), shall receive two applications of “Mag Water” for dust control, herein referred to as “**PROJECT**” in 2025.

WHEREAS, **SDGFP** and **COUNTY** agree to share in the cost of the total **PROJECT**.

NOW THEREFORE, **SDGFP** and **COUNTY** agree as follows:

A: **COUNTY** shall perform the following activities:

1. **COUNTY** shall pay for 50% of the total **PROJECT**.
2. **COUNTY** shall arrange for the administration of the contract and construction over site of the **PROJECT**.
3. **COUNTY** will continue to maintain **PROJECT** in a satisfactory manner at **COUNTY’S** own expense and shall make adequate provision each year for such maintenance.
4. **COUNTY** will keep records for audit purposes for three (3) years after completion of the **PROJECT**.

B: **SDGFP** shall perform the following activities:

1. **SDGFP** shall pay for 50% of the total **PROJECT** costs incurred and make payment directly to the **COUNTY** upon satisfactory completion and **Final Inspection** and receipt of billing from the **COUNTY**.
2. **SDGFP** payment to the **COUNTY** Shall Not Exceed \$22,000.

This **AGREEMENT** is binding upon the signatories hereto not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of **SDGFP** and **COUNTY** to enter into it.

IN WITNESS WHEREOF, the parties hereto have caused the **AGREEMENT** to be executed by their respective and duly authorized representatives upon the latest date all parties to this **AGREEMENT** have signed below.

**SOUTH DAKOTA DEPARTMENT
OF GAME FISH AND PARKS**

**FALL RIVER COUNTY BOARD
OF COUNTY COMMISSIONERS**

By: _____

By: _____

Director, Parks and Recreation

Chairman

Date: _____

Date: _____

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

Quarterly Report Single Signature Sheet

Fall River County

1st Quarter

Quarterly Report

I certify that I have reviewed the work plan and documentation as reported in this quarterly activity report and have found it to comply with the goals, objectives and requirements as identified in the State and Local Agreement.

I further certify that the hours of the Emergency Management staff indicated on their respective time sheets are true and correct and in accordance with policy and necessary signatures are in place and complete.

County Commission Chairperson

Date

85-21

In submitting this claim, the claimant represents that justification to support this claim is contained in the approved jurisdictions work plan. I certify that all hours recorded on included time sheets are accurate and were worked in performance of emergency management activities.

I further certify that all claims listed on this grant reimbursement request have been paid without use of federal funds, and I allow the submitted costs to be used to match the state EMPG grant.

County Emergency Manager

Date

Salary & Benefits

I certify all claims have been paid and proof of such payment is on file in the office of the County Auditor. I also certify that the emergency manager(s) has/have worked the required hours per the Schedule of Required Hours for the months that this report is produced for. These claims represent the COUNTY SHARE of emergency management salary and benefits only.

County Auditor

Date

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



*Emergency Management
Fall River County*

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

605 745-3594 605 890-7245
em@frcountv.org



Date: January 02, 2025

Subj: Volunteers

Emergency Management

1. The following is a list of known volunteers that may be utilized during events within Fall River County:

Tracy Bastian	Marc Lamphere
Kevin Fees	Jan Speirs
Les Madsen	Sally Park Hageman
Phil Knapp	Loren Seegrist
Ed Jensen	Bob Beninati
Tim Hammel	Willard Rome
Hot Springs Radio Club Members	Richard Ball

2. The list is not inclusive and may be expanded during an actual event. If additional individuals are needed, a sign in sheet will be provided to allow coverage under the county workers comp insurance.

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



*Emergency Management
Fall River County*

*Dar Coy
906 N. River St.
Hot Springs, SD 57747*

605 745-7562 605 890-7245 em@frcounty.org



Date: January 16,2025

Subj: Commission Update

1. Jamie Mueller: American Red Cross delivered smoke detectors to be distributed smoke detectors for distribution in Fall River county.
2. Home Land Security: These grants became available January 1 and need to be submitted by the middle of February. Items available on the grant are on the cover sheet in your packet.
3. I attended the Hot Springs city council meeting to introduce myself to those who had not met me and to support Kailey Snyder while she explained the LEPC and HMP to council members.
4. LEPC meeting was held 6 pm at the south annex, good turnout more than 30 people, Kailey Snyder informed the group that CWPP (Community wildfire protection plan) will be part of the HMP this time.
5. Spearfish Electric will be working on the Oelrichs warning siren as early as this week.
6. Fires & Incidents:
 1. The only pages the last couple weeks were 2 on the reservation 1 at the casino and the other at Loneman school: no action taken.

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

From: Thompson, Kami <Kami.Thompson@state.sd.us>

Sent: Tuesday, December 3, 2024 9:28 AM

Subject: 2025 Homeland Security Newsletter Information and Department Advisory information

Good Morning-

It is time to pass along the information for your agency to put in your department newsletters and or upload to a website where the information can be distributed and viewed.

Please see the information below for the 2025 HLS grant open period. (Another email will be sent on January 1st to past applicants and others who have requested to be put on the announcement list, with further instructions on how to apply.)

Homeland Security Grants - Open Application Period Starts January 1, 2025

The open application period to apply for 2025 State Homeland Security grant funding starts January 1, 2025.

Applications must be submitted through the EDGAR (Electronic Database for Grant Application & Reporting) system by February 14, 2025 at 5:00 pm Central Standard Time. The link to EDGAR is: <https://sddpsigx.intelligrants.com/>.

All applications must have a Homeland Security nexus and follow grant terms and conditions.

Projects must have a nexus to Homeland Security providing protection against **terrorism** threats.

Examples-

- Access control systems such as electronic locks, video entry, door locks, metal detectors, and panic buttons.
- Lighting
- Fencing, gates, barriers, etc.
- Cybersecurity risk assessments
- Migrating online services to the “.gov” internet domain
- Projects that address vulnerabilities identified in cybersecurity risk assessments such as hardware, software, access control to systems, training, and exercises
- Tactical gear or ballistic protection
- Training Special Weapons and Tactics (SWAT) teams
- Training Special Response Teams (Taskforce 1)
- Training and awareness programs.
- Backup generators and transfer switches for PSAPs or EOCs only
- Training and exercises
- Detection equipment for CBRNE threats
- Rescue equipment
- Pagers for fire, ambulance, or search and rescue
- Equipment compatible with the State Radio System such as P25 radios, repeaters, and extenders.
- Training and exercises.

Award agreements will be generated and sent out after funding becomes available; **projects cannot start before the grant award agreement is signed by the grantee and HLS.** Award Agreement and Funding for projects is expected to become available on or about September 2025.

For more information, please contact the SD Office of Homeland Security at 605-773-3450. Questions? Find more information on the [South Dakota Homeland Security Grants](#) webpage or call 605-773-3450.

To apply for a Homeland Security grant, read through the [application instructions](#) and [apply online](#) by Feb. 14 , 2025 at 5 p.m. CT.

Kami Thompson EM Spec.
Department of Public Safety
Office of **Homeland** Security
118 W Capitol Ave
Pierre SD 57501
Phone 605 773-6427
Fax 605 773-6631
kami.thompson@state.sd.us





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

Quote No. 2027786
Type Repair
Prepared By Brian Hill
Created On 09/16/2024
Valid Until 01/31/2025

Quote For **Fall River Courthouse | 695**
Fall River Courthouse
906 N River
Hot Springs SD 57747
6058900372

Description of Work

Scope:

County Jail house system:

Replace Existing Kidde FX-5 with new Potter addressable panel.

Replace Smoke & Heat Detectors, Replace existing Notification devices.

Utilize existing pull stations and monitor with new panel.

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

The existing wire and back boxes will be reused and is assumed in working condition.

Program and test system.

Exclusions:

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

Conditions of Bid

1. DEFINITIONS:

- a. Rapid Fire Protection, Inc. is referred to as RFP.
- b. You means to the recipient of this bid.
- c. Parties means to You and RFP.
- d. Work means to the work set forth in the Bid Proposal.
- e. Project means to the project in which the Work is to be performed.
- f. Conditions of Bid means this document.

2. WORK: The Work shall be performed by RFP as set forth in the Bid Proposal, which is attached hereto. The Bid Proposal includes the Conditions of Bid. The Bid Proposal and Conditions of Bid shall become a part of any agreement between the Parties. If there are inconsistencies between the terms of this document and any other document which becomes a part of the agreement between the parties, then the Bid Proposal and Bid Conditions shall govern.

3. PAYMENT TERMS: RFP shall submit an invoice for payment monthly. You shall have thirty (30) days upon receipt of the invoice to pay RFP for Work satisfactorily performed, or to notify Subcontractor in writing of a bona fide dispute, asserted in good faith, as to one or more of the invoiced items. You shall specify the reason for any amount withheld and provide an itemization as to the amount withheld. The undisputed amount will be paid without delay. Retainage shall be Zero Percent (0%).

4. TIME: Time is of the essence with regard to the Work. You shall notify RFP of any scheduling delays that will impact the work of RFP. RFP shall be entitled to equitable adjustment if its work is delayed through no fault of its own.

5. LIMITATION OF LIABILITY: RFPs total liability whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products or services sold hereunder. RFP agrees, in its sole discretion, either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will RFP be liable for any hindrances, interferences, disruptions, or delays, loss of use, loss of time, inconvenience, commercial loss, loss of profits, or savings, or other incidental, special, or consequential damages to the full extent such may be disclaimed by law. The Parties waive all rights against each other and their Subcontractors, agents, and employees for damages to the extent covered by property insurance. If you are responsible to obtain insurance for the Project, then the insurance You obtain for the Project shall include a waiver of subrogation in favor of the RFP and all other project contractors and subcontractors.

6. DISPUTE: The Parties choose binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. EACH PARTY WAIVES THEIR RIGHT TO BE HEARD IN A COURT OF LAW, with or without a jury. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. An award entered in an arbitration proceeding shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction. It is mutually agreed that this agreement shall be governed by the laws of South Dakota, both as to interpretation and performance, without reference to the rules thereof relating to conflicts of law. All arbitrations and all lawsuits arising from or related to this agreement must be instituted and held in Pennington County, South Dakota, which shall be the exclusive jurisdiction, and each party waives the right to change of venue.

7. AUTHORITY: Each of the undersigned individuals signs on behalf of and represents and warrants that he or she has the authority and authorization to sign on behalf of the entity identified immediately above his or her signature.

Services to be completed

[Alarm Systems] Alarm System - Kiddie FX-5 County Jail

Replace smoke detectors and heat detectors or entire system.

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

Terms and Conditions

LIMITATION OF LIABILITY

Rapid Fire Protection Inc., referred to as RFP from here on, makes no warranties, expressed or implied, including, without limitation, warranties of merchantability and/or fitness for a particular purpose. No promise not contained herein or affirmation of fact made by an employee, agent or representative of RFP shall constitute a warranty by the RFP or give rise to any liability or obligation. RFP's liability to Subscriber for personal injury, death, or property damage arising from performance under this contract shall be limited to the contract price. Subscriber shall hold RFP harmless from any and all third party claims for personal injury, death, or property damage arising from Subscribers failure to maintain these systems or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall RFP be liable for any special, indirect, incidental, consequential, or liquidated, penal or any economic damages of any character, including but not limited to loss of use of the Subscribers property, loss of profits or loss of production, whether claimed by the Subscriber or any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____



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

Quote No. 2027825
Type Repair
Prepared By Brian Hill
Created On 09/17/2024
Valid Until 01/31/2025

Quote For **Fall River Courthouse | 695**
Fall River Courthouse
906 N River
Hot Springs SD 57747
6058900372

Description of Work

Scope:

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

Program and test system.

Exclusions:

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

Conditions of Bid

1. DEFINITIONS:

- a. Rapid Fire Protection, Inc. is referred to as RFP.
- b. You means to the recipient of this bid.
- c. Parties means to You and RFP.
- d. Work means to the work set forth in the Bid Proposal.
- e. Project means to the project in which the Work is to be performed.
- f. Conditions of Bid means this document.

2. **WORK:** The Work shall be performed by RFP as set forth in the Bid Proposal, which is attached hereto. The Bid Proposal includes the Conditions of Bid. The Bid Proposal and Conditions of Bid shall become a part of any agreement between the Parties. If there are inconsistencies between the terms of this document and any other document which becomes a part of the agreement between the parties, then the Bid Proposal and Bid Conditions shall govern.

3. **PAYMENT TERMS:** RFP shall submit an invoice for payment monthly. You shall have thirty (30) days upon receipt of the invoice to pay RFP for Work satisfactorily performed, or to notify Subcontractor in writing of a bona fide dispute, asserted in good faith, as to one or more of the invoiced items. You shall specify the reason for any amount withheld and provide an itemization as to the amount withheld. The undisputed amount will be paid without delay. Retainage shall be Zero Percent (0%).

4. **TIME:** Time is of the essence with regard to the Work. You shall notify RFP of any scheduling delays that will impact the work of RFP. RFP shall be entitled to equitable adjustment if its work is delayed through no fault of its own.

5. **LIMITATION OF LIABILITY:** RFPs total liability whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products or services sold hereunder. RFP agrees, in its sole discretion, either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will RFP be liable for any hindrances, interferences, disruptions, or delays, loss of use, loss of time, inconvenience, commercial loss, loss of profits, or savings, or other incidental, special, or consequential damages to the full extent such may be disclaimed by law. The Parties waive all rights against each other and their Subcontractors, agents, and employees for damages to the extent covered by property insurance. If you are responsible to obtain insurance for the Project, then the insurance You obtain for the Project shall include a waiver of subrogation in favor of the RFP and all other project contractors and subcontractors.

6. **DISPUTE:** The Parties choose binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. **EACH PARTY WAIVES THEIR RIGHT TO BE HEARD IN A COURT OF LAW**, with or without a jury. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. An award entered in an arbitration proceeding shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction. It is mutually agreed that this agreement shall be governed by the laws of South Dakota, both as to interpretation and performance, without reference to the rules thereof relating to conflicts of law. All arbitrations and all lawsuits arising from or related to this agreement must be instituted and held in Pennington County, South Dakota, which shall be the exclusive jurisdiction, and each party waives the right to change of venue.

7. **AUTHORITY:** Each of the undersigned individuals signs on behalf of and represents and warrants that he or she has the authority and authorization to sign on behalf of the entity identified immediately above his or her signature.

Services to be completed

[Alarm Systems] Location - Building

Provide Customer with quote to replace Fire Alarm panel in Courthouse.

GRAND TOTAL \$10,995.00

Terms and Conditions

LIMITATION OF LIABILITY

Rapid Fire Protection Inc., referred to as RFP from here on, makes no warranties, expressed or implied, including, without limitation, warranties of merchantability and/or fitness for a particular purpose. No promise not contained herein or affirmation of fact made by an employee, agent or representative of RFP shall constitute a warranty by the RFP or give rise to any liability or obligation. RFPs liability to Subscriber for personal injury, death, or property damage arising from performance under this contract shall be limited to the contract price. Subscriber shall hold RFP harmless from any and all third party claims for personal injury, death, or property damage arising from Subscribers failure to maintain these systems or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall RFP be liable for any special, indirect, incidental, consequential, or liquidated, penal or any economic damages of any character, including but not limited to loss of use of the Subscribers property, loss of profits or loss of production, whether claimed by the Subscriber or any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____



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

Quote No. 2029833

Type Repair
Prepared By Aaron Snyder
Created On 01/13/2025
Valid Until 02/28/2025

Quote For Fall River Courthouse |
695

Fall River Courthouse
906 N River
Hot Springs SD 57747
6058900372

Description of Work

SCOPE:

1. Demo Dry Sprinkler System

2. All new piping for the system is to be schedule 10 and 40 black steel piping . All new pendant heads are to be chrome, semi-recessed type. All new pendant heads located in acoustical ceilings will be located in the center of the tile. All new areas without ceilings will have exposed brass upright heads.

Clarifications:

1. Our proposal includes all city permit and review fees, but does not include any taxes.

2. Our proposal assumes existing sprinkler system components are in good order and to code. Any leaks or faults found on the existing system can be fixed at an additional cost to this proposal.

3. Price is subject to AHJ and/or engineer approval and may vary with any additional AHJ and/or Engineer requirements.

4. This price is based on material prices as of the date of this proposal. Due to the uncertainty of all fire protection products, including steel pipe, this price shall be adjusted at time of purchase and fabrication. Once the material is delivered to the jobsite, Rapid Fire Protection Inc. shall submit a change request outlining the prices used in the bid and the prices in effect the date of the delivery. As such, upon receipt of same, the contractor shall increase Rapid Fire Protections contract consideration accordingly.

5. NFPA 25, Chapter 13. Section 4.5.3.2*, "Auxiliary drains in dry pipe sprinkler systems shall be drained after each operation of the system, before the onset of freezing weather conditions, and thereafter as needed." – This service is not included as part of our contract and is the owner's responsibility to perform regularly. Failure to perform this maintenance may result in system freezing and water damage.

6. The price for this project is based on a time and material not to exceed pricing.

Exclusions:

1. This proposal does not contain provisions to comply with the Davis Bacon Act or Buy American Act.

2. Our proposal includes normal business hours, it does not include work to be done during after hours or overtime work.

3. Our proposal excludes any temporary coverage and fire watch; fire watch to be by owner if required.

4. Our proposal does not include cutting, patching, painting of any surfaces, or any removal and re-installation of existing ceiling tile and grid as needed for our system installation.

5. **Our proposal does not include any electrical work, fire alarm system panels, detectors or wiring of any kind.** **We will**

provide all switches that are needed to complete the fire sprinkler system; however, their complete installation will require an electrician to hook them to the new or existing alarm system.

6. Our proposal does not include any work associated with the existing underground service entrance into the building nor any of the existing system components including the riser, valves, FDC, branch and main piping, etc. that is not specifically under our scope.

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

Conditions of Bid

1. DEFINITIONS:

- a. Rapid Fire Protection, Inc. is referred to as RFP.
- b. You means to the recipient of this bid.
- c. Parties means to You and RFP.
- d. Work means to the work set forth in the Bid Proposal.
- e. Project means to the project in which the Work is to be performed.
- f. Conditions of Bid means this document.

2. WORK: The Work shall be performed by RFP as set forth in the Bid Proposal, which is attached hereto. The Bid Proposal includes the Conditions of Bid. The Bid Proposal and Conditions of Bid shall become a part of any agreement between the Parties. If there are inconsistencies between the terms of this document and any other document which becomes a part of the agreement between the parties, then the Bid Proposal and Bid Conditions shall govern.

3. PAYMENT TERMS: RFP shall submit an invoice for payment monthly. You shall have thirty (30) days upon receipt of the invoice to pay RFP for Work satisfactorily performed, or to notify Subcontractor in writing of a bona fide dispute, asserted in good faith, as to one or more of the invoiced items. You shall specify the reason for any amount withheld and provide an itemization as to the amount withheld. The undisputed amount will be paid without delay. Retainage shall be Zero Percent (0%).

4. TIME: Time is of the essence with regard to the Work. You shall notify RFP of any scheduling delays that will impact the work of RFP. RFP shall be entitled to equitable adjustment if its work is delayed through no fault of its own.

5. LIMITATION OF LIABILITY: RFPs total liability whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products or services sold hereunder. RFP agrees, in its sole discretion, either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will RFP be liable for any hindrances, interferences, disruptions, or delays, loss of use, loss of time, inconvenience, commercial loss, loss of profits, or savings, or other incidental, special, or consequential damages to the full extent such may be disclaimed by law. The Parties waive all rights against each other and their Subcontractors, agents, and employees for damages to the extent covered by property insurance. If you are responsible to obtain insurance for the Project, then the insurance You obtain for the Project shall include a waiver of subrogation in favor of the RFP and all other project contractors and subcontractors.

6. DISPUTE: The Parties choose binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. EACH PARTY WAIVES THEIR RIGHT TO BE HEARD IN A COURT OF LAW, with or without a jury. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. An award entered in an arbitration proceeding shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction. It is mutually agreed that this agreement shall be governed by the laws of South Dakota, both as to interpretation and performance, without reference to the rules thereof relating to conflicts of law. All arbitrations and all lawsuits arising from or related to this agreement must be instituted and held in Pennington County, South Dakota, which shall be the exclusive jurisdiction, and each party waives the right to change of venue.

7. AUTHORITY: Each of the undersigned individuals signs on behalf of and represents and warrants that he or she has the authority and authorization to sign on behalf of the entity identified immediately above his or her signature.

Services to be completed

GRAND TOTAL \$34,690.00

Terms and Conditions

LIMITATION OF LIABILITY

Rapid Fire Protection Inc., referred to as RFP from here on, makes no warranties, expressed or implied, including, without limitation, warranties of

merchantability and/or fitness for a particular purpose. No promise not contained herein or affirmation of fact made by an employee, agent or representative of RFP shall constitute a warranty by the RFP or give rise to any liability or obligation. RFPs liability to Subscriber for personal injury, death, or property damage arising from performance under this contract shall be limited to the contract price. Subscriber shall hold RFP harmless from any and all third party claims for personal injury, death, or property damage arising from Subscribers failure to maintain these systems or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall RFP be liable for any special, indirect, incidental, consequential, or liquidated, penal or any economic damages of any character, including but not limited to loss of use of the Subscribers property, loss of profits or loss of production, whether claimed by the Subscriber or any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____

Peter M. Sotherland, D.D.S.

110 North Chicago St.

Hot Springs, SD 57747

(605) 745-5776

01/06/25

RE: office building available for occupation.

Dear Joe,

Time has caught up with the youthful abuses of my body, and I will be retiring at the end of June 2025, and I will spend the rest of my days in purgatory. Thusly I am looking for an occupant for my office building.

The county is faced with sick building syndrome due to ancient construction and engineering of some of your facilities, many of which are unremediable. I have gone to great lengths to ensure the highest quality indoor air possible. Many of my patients comment on how fresh and good the air in my office smells, with some stating their allergies clear up by the time their appointment has concluded.

This is due to my systems. My central HVAC system has two counter current heat exchange fresh air systems constantly introducing fresh outdoor air and exhausting indoor air with heat or cool, depending on the season, conserved by the heat exchange system. It is filtered by 0.3 micron filters capable of filtering out viruses. Colds, flu, cold and evil thoughts,

Peter M. Sotherland, D.D.S.

110 North Chicago St.

Hot Springs, SD 57747

(605) 745-5776

I have a heat pump that functions down to 25°F, when below this a gas furnace takes over to maximize energy efficiency and minimize expense. I have a buried LP tank behind the office. There is a water heater and water softener supplying the building.

There are six rooms conducive to conversion to isolated (closing door) offices. One reception office with built-in shelving, a crowd controlable waiting room with sliding glass partition, one large room with large street front windows. The basement is a civil defense designated shelter with concrete ceiling, floor and block walls. There are two bathrooms and one shower. Four rooms are planked with hot and cold water and sewer. There is counter space and cabinets throughout the rooms. There is a very nice sound system into each (except one) room with a lifetime subscription to Sirius radio that I scored at the introduction of Sirius. Telephone system and WiFi are functional.

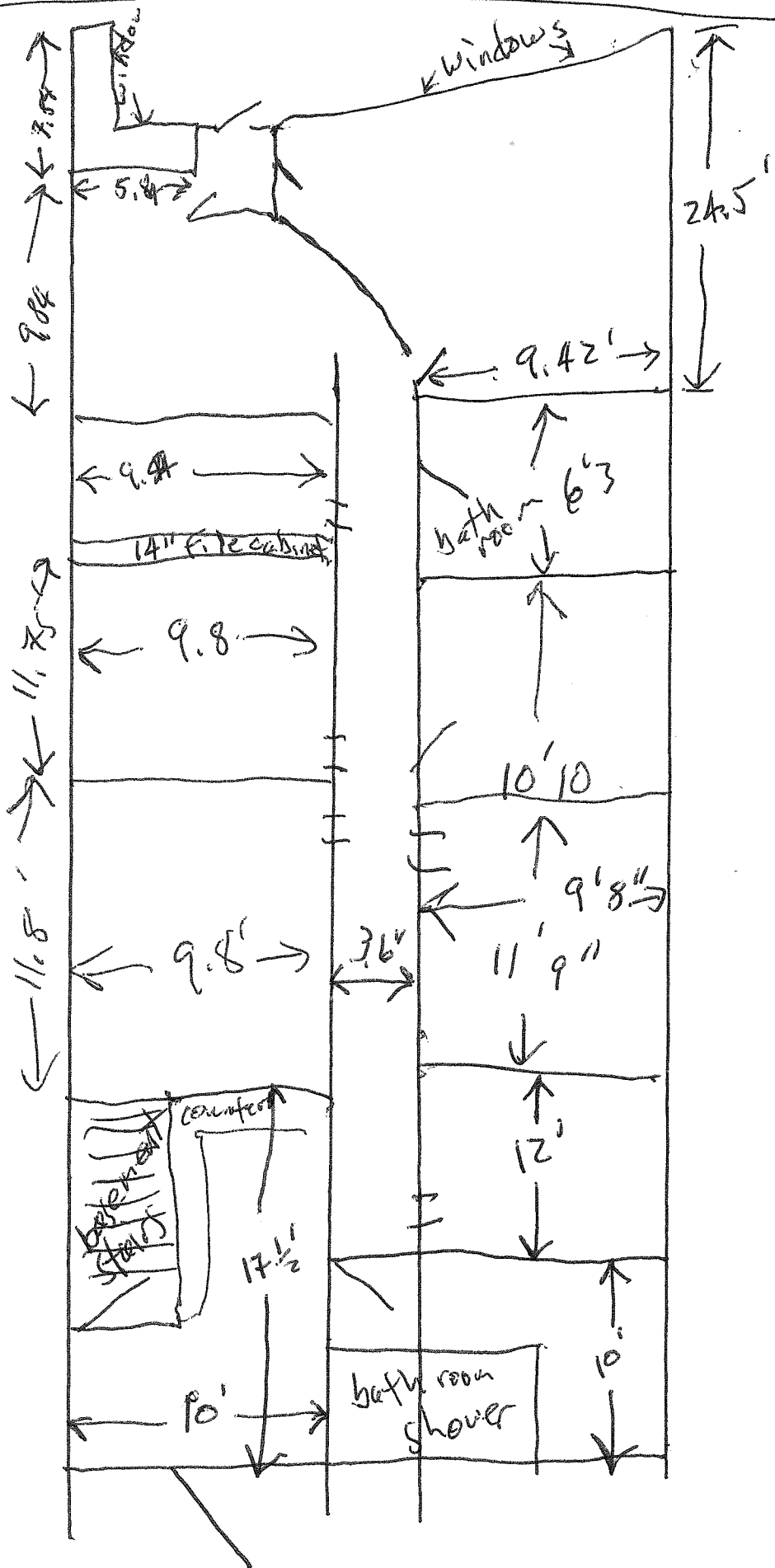
There are some parking spaces behind the building for big shots. The building is A.D.A. compliant. Included is a drawing of the layout of the rooms.

Please let me know if the County is interested

Sincerely,



* N. Chicago St *



FALL RIVER COUNTY RESOLUTION #2025-_____

**A PLAT OF LOT 1R AND LOT 13R OF EAGLE VALLEY SUBDIVISION,
LOCATED IN THE NW1/4 OF SECTION 30 AND THE W1/2 OF SECTION 29,
T7S, R6E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA, FORMERLY LOT
1, LOT 13, AND LOT 12A**

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 16th day of January.

Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

Sue Ganje, Auditor
Fall River County Auditor

A PLAT OF LOT 1R AND LOT 13R OF EAGLE VALLEY SUBDIVISION, LOCATED IN THE NW1/4 OF SECTION 30 AND THE W1/2 OF SECTION 29, T7S, R6E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA

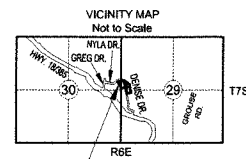
NOTE: See Book XVI of Plats on Page 7 for plat of Lot 1.

NOTE: See Book 13 of Plats on Page 53 for plat of Lot 13.

NOTE: See Book XXVI of Plats on Page 32 for plat of Lot 12A.

FORMERLY LOT 1, LOT 13, AND LOT 12A

DATE SURVEYED
7 May 2024



PROPERTY
BASIS OF BEARING - GPS OBSERVATION
taken on the SW corner of Lot 13R.
OPUS STATIC SOLUTION NAD83(2011)
LAT: 43°24'40.90241"
LONG: -103°26'24.33728"

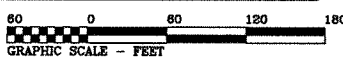
UTILITY AND MINOR DRAINAGE EASEMENTS R' ON THE INTERIOR SIDE OF ALL SIDE AND REAR LOT LINES.

LEGEND

- ☒ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
- ⊙ Found rebar w/plastic cap marked "FISK 1771"
- ◆ Found nail
- ⊕ Found standard BLM brass cap monument
- Found aluminum cap
- ⊞ Found rebar w/plastic cap marked "RW FISK LS 6568"
- △ Found rebar w/plastic cap marked "CLINT GREGORY PE/PLS 638"
- Slant lettering denotes record calls

Course	Bearing	Distance
L1	S 02°56'31" E	6.56'

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	135.46'	160.15'	235.35'	99°32'50"	42°17'50"	206.85'	S 54°42'49" E
C2	201.46'	85.96'	162.49'	46°12'46"	28°26'25"	158.12'	S 27°53'48" E
C3	1741.57'	20.33'	40.65'	1°20'14"	3°17'24"	40.65'	S 05°29'17" E
C4	1741.57'	51.76'	103.48'	3°24'16"	3°17'24"	103.46'	N 07°51'32" 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 ___, 2025.

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 ___, 2025.

Fall River County Treasurer

STATE OF _____ COUNTY OF _____
We, Scott R. Brackett and Kathy Rittel-Brackett, 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 ___, 2025.

Scott R. Brackett

Kathy Rittel-Brackett

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 ___, 2025.

Director of Equalization of Fall River County

ACKNOWLEDGMENT OF OWNERSHIP
STATE OF _____ COUNTY OF _____
On this ___ day of ___, 2025, before me, a Notary Public, personally appeared Scott R. Brackett and Kathy Rittel-Brackett, 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 ___, 2025

SDDOT Authority

STATE OF _____ COUNTY OF _____
We, Lora T. Braucher and James R. Braucher, 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 ___, 2025.

Lora T. Braucher

James R. Braucher

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 ___, 2025.

Chairperson, Fall River County Board of Commissioners

CERTIFICATE OF COUNTY AUDITOR
I, Fall River County Auditor, do hereby certify that the above instrument is a true and correct copy of the resolution adopted by the Board of County Commissioners of Fall River County, South Dakota, at a meeting held on the ___ day of ___, 2025.

Fall River County Auditor

ACKNOWLEDGMENT OF OWNERSHIP
STATE OF _____ COUNTY OF _____
On this ___ day of ___, 2025, before me, a Notary Public, personally appeared Lora T. Braucher and James R. Braucher, 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 _____

OFFICE OF THE REGISTER OF DEEDS
Filed for record this ___ day of ___, 2025, at ___ o'clock ___ M, and recorded in Book ___ of Plats on page ___

Fall River County Register of Deeds

ANDERSEN ENGINEERS
Land Surveyors

Drawn by DR/RW	Date 10/1/2024	P.O. Box 446 Edgemont, SD 57735 (605)-682-5500 andersenengineers@gwvc.net
Approved by M/CB	Date 10/1/2024	
Scale 1"=60'	Sheet 1 of 1	File Name: L13 EAGLE VALLEY

FALL RIVER COUNTY RESOLUTION #2025-_____

**A PLAT OF WESTBERG TRACT 2 AND WESTBERG KELSEY TRACT,
LOCATED IN THE NW1/4 OF SECTION 16, T9S, R4E, BHM, FALL RIVER
COUNTY, SOUTH DAKOTA, FORMERLY TRACT 1 LESS WESTBERG TRACT
AND TRACT 2R, OF ROMERO 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.

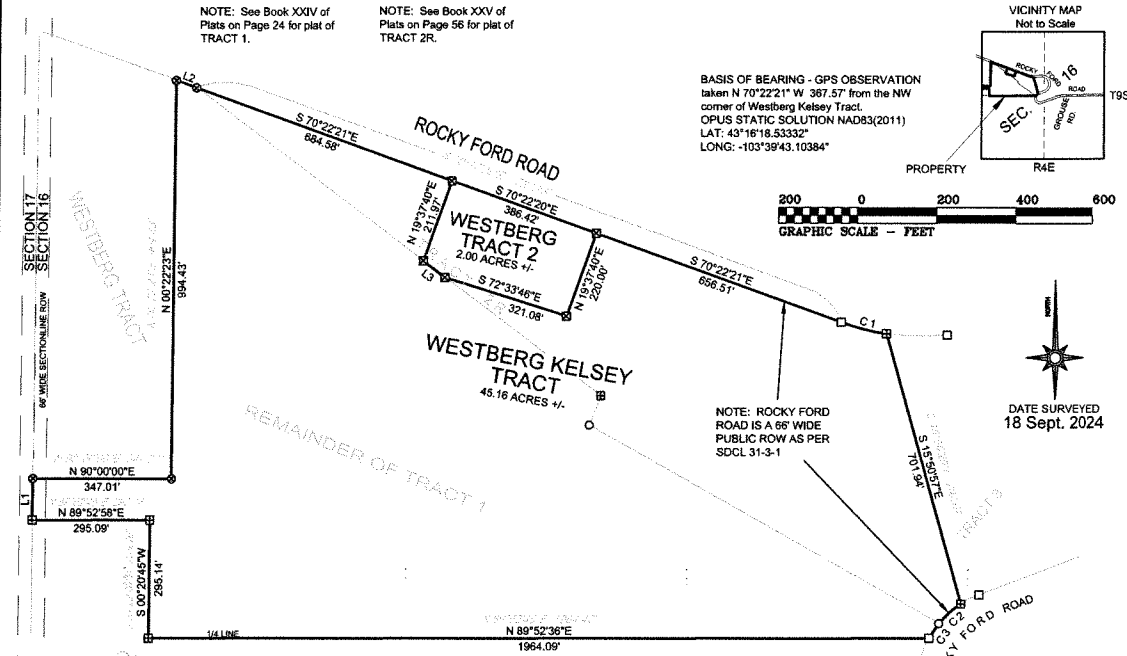
Dated this 16th day of January.

Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

Sue Ganje, Auditor
Fall River County Auditor

A PLAT OF
WESTBERG TRACT 2 AND WESTBERG KELSEY TRACT,
 LOCATED IN THE NW1/4 OF SECTION 16, T9S,
 R4E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA
 FORMERLY TRACT 1 LESS WESTBERG TRACT AND TRACT 2R, OF ROMERO TRACT



Course	Bearing	Distance
L1	N 00°22'23" E	103.69'
L2	S 70°22'20" E	54.15'
L3	S 53°10'03" E	68.65'

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	609.30'	58.76'	117.15'	11°00'59"	9°24'13"	116.97'	N 75°54'37" W
C2	238.64'	37.47'	74.34'	17°50'55"	24°00'33"	74.04'	N 48°16'22" E
C3	238.64'	22.33'	44.54'	10°41'37"	24°00'33"	44.48'	N 33°54'07" E

- LEGEND**
- ☒ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
 - ☒ Found rebar w/aluminum cap marked "ANDERSEN PLS 2842"
 - ☐ Found rebar w/plastic cap marked "ANDERSEN PLS 2842"
 - ⊙ Found rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
 - Found rebar
 - Slant lettering denotes record calls

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 ___, 2025.

 Dustin M. Ross, SDRLS No. 13405

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

Highway Authority _____ Date: _____

CERTIFICATE OF COUNTY 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 ___, 2025.

 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 ___, 2025.

 Director of Equalization of Fall River County

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 ___, 2025.

 Chairperson, Fall River County Board of Commissioners

CERTIFICATE OF COUNTY AUDITOR
 I, Fall River County Auditor, do hereby certify that the above instrument is a true and correct copy of the resolution adopted by the Board of County Commissioners of Fall River County, South Dakota, at a meeting held on the ___ day of ___, 2025.

 Fall River County Auditor

STATE OF _____ COUNTY OF _____
 I, Lynn Westberg, do hereby certify that I am the owner of the within described lands and that the within plat was made at my 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 ___, 2025.

 Lynn Westberg

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF _____ COUNTY OF _____
 On this ___ day of ___, 2025, before me, a Notary Public, personally appeared Lynn Westberg, 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 _____

STATE OF _____ COUNTY OF _____
 I, Charles T. Kelsey, III, do hereby certify that I am the owner of the within described lands and that the within plat was made at my 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 ___, 2025.

 Charles T. Kelsey, III

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF _____ COUNTY OF _____
 On this ___ day of ___, 2025, before me, a Notary Public, personally appeared Charles T. Kelsey, III, 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 _____

OFFICE OF THE REGISTER OF DEEDS
 Filed for record this ___ day of ___, 2025, 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 11/25/2024	P.O. Box 446 Edgemont, SD 57735 (605)-662-5500
Approved by McB	Date 11/25/2024	andersenengineers@gwvc.net
Scale 1"=200'	Sheet 1 of 1	File Name: TR 2R S16 T9S R4E

FALL RIVER COUNTY RESOLUTION #2025-_____

**A PLAT OF GOODMAN TRACT NORTH AND GOODMAN TRACT SOUTH,
OF SECTION 5, T7S, R8E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA,
FORMERLY LOT 4**

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.

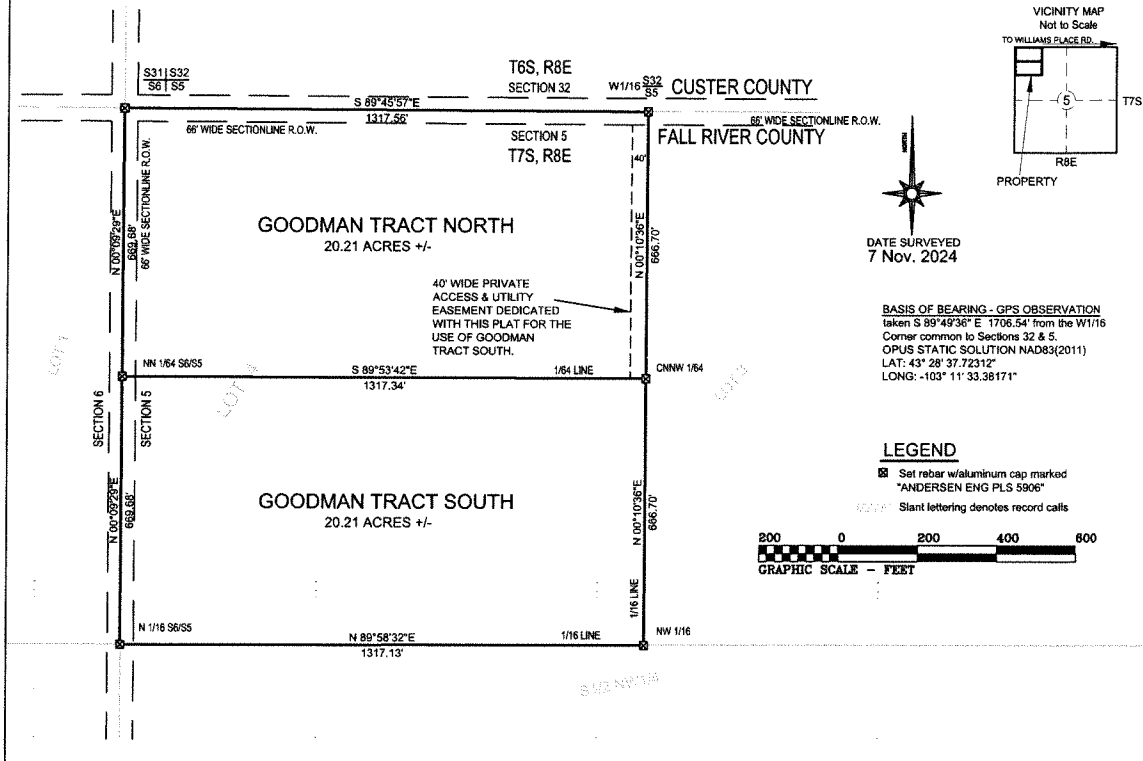
Dated this 16th day of January.

Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

Sue Ganje, Auditor
Fall River County Auditor

A PLAT OF
GOODMAN TRACT NORTH AND GOODMAN TRACT SOUTH,
OF SECTION 5, T7S, R8E, BHM, FALL RIVER COUNTY,
SOUTH DAKOTA
 FORMERLY LOT 4



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, David Lefty Jr. Goodman and Connie Joanne Goodman, 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.

 David Lefty Jr Goodman

 Connie Joanne Goodman

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 David Lefty Jr Goodman and Connie Joanne Goodman, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public _____ My commission expires _____

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

 Chairperson, Fall River County Board of Commissioners

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


Highway Authority _____ Date: _____

CERTIFICATE OF COUNTY 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 _____.
 Document No. _____

Fall River County Register of Deeds

 Prepared by ANDERSEN ENGINEERS <i>Land Surveyors</i>		
Drawn by McB/RW	Date 11/14/2024	P.O. Box 446 Edgemont, SD 57735 (605)-682-5500
Approved by McB	Date 11/14/2024	andersenengineers@gwcc.net
Scale 1"=200'	Sheet 1 of 1	File Name: 14 RS T7S R8E

Fall River County VSO 2024 4th Quarter report

1. Attended VSO Congressional Forum on 03 OCT at the VA in Hot Springs.
2. Filed for Burial Benefits and Grave Memorials for eight veterans.
3. Met with and explained filing of claims, additional benefits, and answered other pertinent questions to more than 80 veterans in County office.
4. Assisted several Veterans in filing for their military records from the National Personnel Records Center to provide evidence in filing claims.
5. Filed 156 disability and/or pension claims with the Veterans Benefit Administration.
6. Over \$692,000 of disability or pension awards this quarter (Monthly breakdown)

Total Monthly Veteran Awards for Periods OCT 01 – DEC 31 2024

For month	Number of awards	Total Amount
October, 2024	26	\$ 44,631.42
November, 2024	15	\$ 33,598.00
December, 2024	76	\$ 142,132.75
Quarterly Retroactive Amount		\$ 472,445.47

Total Awards for Past Years

For year	Number of Active Payments	Amount
2022	1550	\$ 22,056,705.08
2023	1700	\$ 25,661,530.89
2024	1756	\$ 28,708,728.13

FVI

https://www.yankton.net/neighbors/article_f46f9fa6-ca3f-11ef-8cad-ffae8b1a7c6a.html

SD Legislator And Farmers Do Not Agree On Tax Reform Idea

By Lura Roti For the South Dakota Farmers Union
Jan 3, 2025



Ipswich farmer, Lance Perrion shares his thoughts during the Tax Reform Panel discussion held during the 109th South Dakota Farmers Union Convention.

SDFU

Tax reform was the focus of a panel discussion held during the 109th South Dakota Farmers Union State Convention.

And although panelists, farmers and ranchers did not all agree on the type of change, most all could agree, "property taxes stink."

This is a direct quote from Matt Krogman, South Dakota Realtors Association Lobbyist.

Krogman was among the four panelists invited to discuss potential tax reform. Along with Krogman, the other panelists were Tony Venhuizen, Vice Chair of the Joint Appropriation Committee; Karl Adam, President of the South Dakota Bankers Association and David Owens, President of the South Dakota Chamber of Commerce & Industry.

To complete his thoughts on property taxes, Krogman added, "It's confusing. It's complicated. It isn't a fun topic."

But property taxes — specifically owner-occupied property taxes — are a topic that needs to be addressed according to Venhuizen. "Over the last 10 years or so, the trend is that owner occupied tax has grown much faster than the others. ...Up almost 60%. Commercial is 47% and ag land 28%. ...It really seems like voters are reaching a point where something's gotta give one way or another."

Venhuizen's solution is found in a bill he will introduce during the 2025 Legislative Session. The bill would raise the sales tax from 4.2% to 5%. The increase in sales tax would raise \$248 million and this money would go toward education. And the sales tax increase would reduce owner-occupied property tax by 35%.

Venhuizen represents portions of Lincoln and Minnehaha Counties. The bill is co-sponsored by Randy Deibert who represents the Black Hills community of Spearfish.

"You can look at some assessment mechanisms which might solve some problems around the margins, but none of them take care of the fact that property tax has gone up for homeowners 60% in the last 10 years," Venhuizen said.

Venhuizen's bill introduces one of three options that could happen to lower taxes, explained Owens. "If we're going to see significant tax reform and property taxes, one of three things has to happen:

1. You have to have extra money to put into the system - which he has provided with the sales tax increase.

2. You have to shift taxes from one division to another which is marked with caution because commercial land might be the target for that. ...

3. The other answer is to cut \$250-to-\$300 million out of the budget.

I'm telling you, since it's already missing \$100 million because of the sales tax rollback, I don't think you can find that kind of shift."

Owens said when it comes to tax reform, as it pertains to property taxes, he would feel more comfortable with an individualized approach so that homeowners would not be taxed out of their homes.

Taxing homeowners out of their homes is a concern Colome farmer, Joel Keierleber voiced during the panel discussion Q&A. "We need tax reform that does not draw so much from farmers through taxes on property. Tax reform needs to increase property tax on wealthy investors, but not homeowners. I heard that in areas, like Jackson Hole, Wyoming, rich people have pushed the property tax up so much that average-income families are not able to afford to live there."

Input from citizens is important as the 2025 Legislative Session approaches, Adam said. "As bankers we partner with everyone — owner-occupied, commercial and ag land. Bankers want to be at the table," he said. "Property tax reform is important. It's important for all of you in this room (family farmers and ranchers.) It is important for your neighbors and friends and the entire state of South Dakota. There does need to be a discussion and Venhuizen's bill does get the conversation started."

South Dakota Farmers Union agrees there does need to be a conversation focused on tax reform, explained President Doug Sombke. "We voted this summer to organize a coalition so that all stakeholders can have a voice."

As for initial solutions, Frankfort farmer, Kurt Bindenagel said Venhuizen's bill is not the answer.

"It's a very unfavorable," Bindenagel said. "It's a bad idea for farmers because farmers would be negatively impacted by the 5 percent sales tax. Think about the cost of our inputs. When you look at the price of equipment, whether it be a tractor, corn planter or combine, the prices have continued to increase."

Ipswich farmer Lance Perrion also saw issues with Venhuizen's bill. "It is a tough time economically and people are struggling to put food on the table and keep the lights on and make the payments. And now you are going to increase the tax on groceries?"

Although Perrion does not agree with Venhuizen's solution to tax reform, he, like most South Dakotans, agrees that there is a need for tax reform. "We have roads and bridges that need to be maintained and schools that need to operate. And right now the ag economy is kind of slowing up with commodity prices down and interest rates up. No one is volunteering to pay more taxes, so it is a tough conversation no matter what you do. But you do need to address the inevitable."

The tax reform panel is the first of many conversations the state's largest agriculture organization plans to have as it pertains to tax reform. "Our organization does not shy away from tough conversations," Sombke said. "And we look forward to collaborating with other organizations throughout the state to find solutions to tax reform that do not have a negative impact on South Dakotans."

To learn more about how South Dakota Farmers Union works to support family farmers, ranchers and rural communities, visit www.sdfu.org.

LIVESTOCK NEWS

Saturday, December 28, 2024



POVERTY
100-Game Angus Cull

FYI

...ary injunction barring the enforcement by the US government of the Corporate Transparency Act.

New lawmakers may not know about hot brands, electronic ID

Senators from page A1

There are probably five or six of us turned out that have been involved with brand and animal identification issues and those things. We are leaving. We've been replaced by people who aren't necessarily agricultural people who may not have the same understanding we do. It will be important for the livestock people to educate these new lawmakers on their opinions of branding and animal ID," he said. Erdman said out of a total of 49 senators, 15 are new this year.

Due to term limits in the state, senators can only serve 2 four year terms. Nebraska is the only unicameral state in the union, meaning it only has one legislative body, not a senate and house like other states.

"I've been there as a new senator, and you're lucky the first week if you find out where the bathroom is," he quipped.

Erdman said there is a possibility that a senator will bring legislation to eliminate the hot brand as a form of ownership identification.

"If ranchers think branding is important, they should contact their representative to make sure they know what their position is," he said.

Tanya Storer, a rancher and incoming District 43 senator from Whitman represents the counties of Dawes, Sheridan, Cherry, Keya Paha, Boyd, Brown, Rock, Blaine, Loup, Garfield and Custer Counties.

Storer told TSLN that she herself has no plans of introducing brand legislation at this time. "As a cow-calf producer and former member of the brand committee, I assure you that I will remain vigilant in protecting Nebraska's law enforcement arm of the cattle industry in Nebraska, otherwise known as the Brand Committee," she said.

She also said she is interested in exploring more about the issue of electronic tags, especially the concern that they are made in China.

Go to https://nebraskalegislature.gov/senators/senator_find.php to find Nebraska senators.

Some South Dakota counties oppose mandatory electronic ID

By Carrie Stadheim
Editor

Commissioners in at least four South Dakota counties have approved resolutions calling for elected officials to "block" the federal mandatory livestock electronic identification program.

South Dakota Stockgrowers Association animal identification committee chairman Kenny Fox from Belvidere, South Dakota, said that Haakon, Jackson, Perkins and Harding Counties have approved resolutions to that ef-



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 E CAPITOL AVE
PIERRE SD 57501-3182
danr.sd.gov

January 10, 2025

FALL RIVER COUNTY COMMISSION
906 NORTH RIVER STREET
HOT SPRINGS SD 57747

Dear FALL RIVER COUNTY COMMISSION

The week of January 13, 2025, the enclosed public notice will appear in the eleven daily South Dakota newspapers. The proposed Air Quality general permit is for grain elevators operating throughout the State of South Dakota.

State law requires the Department of Agriculture and Natural Resources to notify every municipality, county, and Indian tribe upon public noticing an Air Quality general permit. This notice is required to ensure that the local governmental entities affected by the general permit are given an opportunity to comment. By doing so, the department will be aware of any questions, concerns, comments, or support that your governmental agency has regarding these permits.

Any person wishing to submit comments must do so in writing. The department must receive all comments at the above address by February 15, 2025.

Questions regarding the proposed air quality general permits may be directed to Teresa Williams at (605) 773-2278.

Sincerely,

Teresa Williams

Teresa Williams
Program Assistant I
Air Quality Program

Enclosure:

**NOTICE OF GENERAL AIR QUALITY OPERATING PERMIT
FOR
GRAIN ELEVATORS OPERATING IN SOUTH DAKOTA**

The South Dakota Department of Agriculture and Natural Resources (DANR) is proposing to issue a general air quality permit for grain elevators operating throughout the State of South Dakota. This permit will replace the previous general air quality permit for grain elevators that expire on February 21, 2025.

The proposed general permit identifies who may seek coverage under the permit, the general permit requirements, air pollution limits, compliance responsibilities, record keeping and reporting requirements, as well as performance test procedures. The general permit covers grain elevators, a grain elevator applicable to the grain elevator new source performance standard, a grain elevator with a natural gas and/or propane fired boiler applicable to the boiler new source performance standard, a grain elevator with a distillate oil fired boiler applicable to the boiler maximum achievable control standard, a grain elevator with an emergency generator applicable to new source performance standard Subpart III or Subpart JJJJ, and a gasoline dispensing facility applicable to a maximum achievable control standard. Issuing a general permit for grain elevators is another attempt by DANR to streamline environmental permitting in South Dakota and to provide better service to all our customers. The general permit will be effective for five years upon its issuance.

Prior to obtaining coverage under the general air quality permit, the applicant must submit a Notice of Intent form to the department. The Notice of Intent form requires the applicant to describe the operations, equipment, and location that will be covered under this permit. The department will review the information contained in the Notice of Intent to determine if the applicant qualifies for coverage under the general permit and is capable of complying with the general permit. If the applicant qualifies and can meet the requirements, coverage under the general air quality permit will be authorized to the applicant.

In accordance with the Administrative Rules of South Dakota (ARSD) 74:36:04:12, any person desiring to comment on DANR's draft permit must submit written comments to the address below within thirty days of this public notice. Comments may be directed to the following mailing address: Teresa Williams; PMB 2020; Department of Agriculture and Natural Resources; 523 East Capitol; Pierre, South Dakota 57501. DANR will consider and address all comments submitted and issue a final permit decision pursuant to ARSD 74:36:04:12.01. DANR will notify the applicant and each person that submitted written comments or requested notice of DANR's final permit decision, including notification of any changes to the permit based on the comments.

Any person desiring to contest the issuance of this permit and have a contested case hearing must file a petition, which complies with ARSD 74:09:01:01. This petition must be filed either within thirty days of this public notice or, if that person submits comments on DANR's draft permit pursuant to the paragraph above, within thirty days of receiving notice of DANR's final permit decision. Upon receipt of a petition, DANR will schedule this matter for a contested case hearing before the Board of Minerals and Environment.

If no comments or objections are received within thirty days of this public notice, the draft permit becomes the final permit decision and the proposed permit will be issued.

POLICE REPORT

MONTEREY POLICE DEPARTMENT

351 Madison Street
Monterey, CA 93940

CA0270600
Phone (831) 646-3830
Fax (831) 646-3899

1 Case Number
2 YG1705129

3 Date
4 10/13/17

5 Officer
6 AMENT

Supplement 01

SUMMARY:

7 This supplemental report documents my contact with ER nurse, [REDACTED]
8 [REDACTED] and [REDACTED] Police Officer [REDACTED]. This supplemental report
9 documents the alleged sexual assault of JANE DOE.

10 This supplemental report should be forwarded to investigations for follow up.

INVESTIGATION:

14 On 10/12/17 at approximately 1800 hours, I was dispatched to a phone call for
15 an alleged sexual assault. The reporting party was ER Nurse [REDACTED]
16 who works for Kaiser Permanente in [REDACTED]

17 [REDACTED] was reporting JANE DOE had come into the ER and requested a SART
18 exam be done for a sexual assault that occurred at the Hyatt. I Old Golf Course
19 Road in Monterey. [REDACTED] did not have any other information regarding the
20 incident other than that it occurred in Monterey.

21 I contacted the [REDACTED] Police Department and requested they take the initial
22 investigation for this case regarding the sexual assault of JANE DOE.

23 OFFICER [REDACTED] of the [REDACTED] Police Department contacted me later in the
24 evening and advised me he had spoken to JANE DOE regarding the sexual
25 assault.

26 OFFICER [REDACTED] gave me the following statement in summary:

27 DOE was at the Hyatt Hotel in Monterey, California on 10/7/17 attending a
28 Republican women's conference. On 10/7/17 she was drinking at the hotel after
29 the conference and remembers approaching PETER HEGSETH, who was a
30 speaker at the convention, and commented on how she did not appreciate how
31 he treated women. DOE then remembers leaving the hospitality room and going
32 to a hotel room. She sees the suspect, HEGSETH, and remembers his dog tag
33 necklace. DOE then remembers HEGSETH ejaculating on her stomach.
34 HEGSETH told DOE "clean it up". Doe then found her way back to her own hotel
35 room.

36 For more information on this case refer to OFFICER [REDACTED] of the [REDACTED]
37 Police Department Case [REDACTED]. [REDACTED] also informed me that DOE would
38 be performing a full SART and SART nurses had collected the dress and panties

MONTEREY POLICE DEPARTMENT

351 Madison Street
Monterey, CA 93940

CA0270600
Phone (831) 646-3830
Fax (831) 646-3899

46 that had been worn the night of the sexual assault. The dress and panties had
47 not been washed since the incident.

48 At approximately 2100 hours I contacted Hyatt [REDACTED].
49 [REDACTED] gave me the following information:

50 HEGSETH and DOE were attending the same conference, the Republican
51 women's convention, at the Hyatt and were both checked into the hotel.
52 HEGSETH was in Building 5 Room 528 and DOE was in Building [REDACTED].
53 [REDACTED] said the conference took place in the ballroom and conference center
54 and that there was no video surveillance that would have shown both parties
55 together.

56 On 10/13/17 at 2142 hours I received a copy of [REDACTED] Police Officer [REDACTED]
57 investigation. The report was summarized as follows:

58 HEGSETH and DOE were at the hotel attending the Republican Woman's
59 Convention. DOE was at an after party event in the presidential suite around
60 2330 hours on 10/7/17. DOE had been drinking and the events were blurred and
61 lacked specifics and a fluid sequence of events. DOE remembers HEGSETH
62 preventing her from leaving and somehow ended up on top of her. DOE
63 remembers HEGSETH ejaculating on her stomach. DOE does not remember
64 what happened after that other than she ended up back in her hotel room. SART
65 NURSE [REDACTED] conducted the SART exam and collected the dress and
66 panties from the night of this incident.

67 A copy of OFFICER [REDACTED] report has been attached to this case.

EVIDENCE:

71 None.

DISPOSITION:

72 This supplemental report should be forwarded to investigations for follow up.

73 END OF REPORT.

74 AMENT/519/SW/rmg 10/13/17

Publicly released email to Pete Hegseth from his mother, regarding his abuse of women

Son,

I have tried to keep quiet about your character and behavior, but after listening to the way you made Samantha feel today, I cannot stay silent. And as a woman and your mother I feel I must speak out..

You are an abuser of women — that is the ugly truth and I have no respect for any man that belittles, lies, cheats, sleeps around, and uses women for his own power and ego. You are that man (and have been for years) and as your mother, it pains me and embarrasses me to say that, but it is the sad, sad truth.

I am not a saint, far from it.. so don't throw that in my face.. but your abuse over the years to women (dishonesty, sleeping around, betrayal, debasing, belittling) needs to be called out.

Sam is a good mother and a good person (under the circumstances that you created) and I know deep down you know that. For you to try to label her as "unstable" for your own advantage is despicable and abusive. Is there any sense of decency left in you? She did not ask for or deserve any of what has come to her by your hand. Neither did Meredith.

I know you think this is one big competition and that we have taken her side... bunk... we are on the side of good and that is not you. (Go ahead and call me self-righteous, I don't care)

Don't you dare run to her and cry foul that we shared with us... that's what babies do. It's time for someone (I wish it was a strong man) to stand up to your abusive behavior and call it out, especially against women

We still love you, but we are broken by your behavior and lack of character. I don't want to write emails like this and never thought I would. If it damages our relationship further, then so be it, but at least I have said my piece. [Redacted]

And yes, we are praying for you (and you don't deserve to know how we are praying, so skip the snarky reply)

I don't want an answer to this... I don't want to debate with you. You twist and abuse everything I say anyway. But... On behalf of all the women (and I know it's many) you have abused in some way, I say... get some help and take an honest look at yourself...

Mom

Hegseth — a telegenic, Army veteran who served in Iraq and Afghanistan — is in the process of divorcing his second wife after having an extramarital affair and a child with a producer at Fox News. Hegseth's second wife filed for divorce roughly a month after the girl was born. His divorce filings show the couple is working to keep details of his contract with Fox News private.



Right Wing Watch

@RightWingWatch · Follow



Appearing on a Christian nationalist podcast last night, Pete Hegseth said he's creating a system of "classical Christian schools" to provide recruits for an underground army that will eventually launch an "educational insurgency" across the nation. peoplefor.org/rightwingwatch...



Steve Beynon @StevenBeynon · 2h
Hegseth, a Guardsman, says he was removed from the 2021 inauguration mission after Jan 6 because he has a Deus vult cross tattoo - an image that has been appropriate with the far-right.



3 27 76 75K

Steve Beynon @StevenBeynon · 2h
"Deus vult" was a battle cry in 1st Crusade in battles against Muslims & Jews. It's a common neo-Nazi imagery, including Mauricio Martinez Garcia a mass shooter in 2023, killed 8 people in Dallas. You also see it at most farright protests, including Charlottesville

4 18 90 6.3K

Steve Beynon @StevenBeynon · 2h
He's a big culture warrior, writing in his book, "Do we want woke 'diverse' recruits that the Biden administration is curating to be the ones with the guns and guldons?"



Dear John Thune,

You and the other Republican Senators knowingly put a belligerent, drunk, lying rapist on the Supreme Court, who overturned *Roe* and illegitimately stole our rights — causing the barbaric, gruesome deaths of many women, in addition to other horrific consequences including travel bans, jailing doctors, death penalty for abortion, denial of medical care while pregnant or miscarrying, imprisonment for taking a Tylenol while pregnant, and government surveillance of menstrual cycles. In America. Barbaric. *We told you so.*


Now you want to put another drunk rapist in charge of the Department of Defense.

John, why are you so committed to promoting rapists? First Donald Trump, then Brett Kavanaugh, now Pete Hegseth.

Multiple members of the incoming Trump administration have been credibly accused of rape, sexual assault or enabling sexual assault - Trump himself, Peter Hegseth, Matt Gaetz, Linda McMahon, Vince McMahon, Elon Musk and RFK Jr. All of whom you support.

This is an obscene pattern with you. Shame on you. You are a disgrace.

This is Trump's nominee for Secretary of Defense, Pete Hegseth, who you are supporting:

- Hegseth has a history of sexual assault, financial mismanagement and being drunk on the job.
- He was fired from two Vets groups due to reckless handling of funds, sexual impropriety, tolerating and participating in sexual harassment and being drunk at work.
- His own mother called him out for abusing his wife and other women, adultery and sleeping around ("You are an abuser of women"... "your lack of character."). And she knows him best.
- **His military career included zero command positions. ZERO. COMMAND. POSITIONS.** 
- Highest rank achieved was O-3 Captain under National Guard status.
- Less than 4 years equivalency to active duty status.
- Not a single reputable member of the military has come forward to support his nomination.
- Conflict of interest as a Fox News anchor. Where he behaves like a clown daily.
- **He's the least qualified Secretary Of Defense Nominee in the history of the United States.**

War criminal Eddie Gallagher stabbed a teenage Islamic State captive to death for no reason and then forced his troops to pose for a photograph with the corpse. Members of Alpha Platoon's Seal Team 7 testified that Gallagher had also shot a teenage girl and an elderly man from his sniper's roost for fun. They described him as "evil" and "perfectly OK with killing anybody that was moving." Donald Trump pardoned Gallagher in 2019. And he did so at the behest of... Pete Hegseth.

Hegseth is unfit and unqualified in every possible way. It is undeniable. **If you are going to lie to your constituents about Hegseth not being a rapist - what else will you lie to them about? Stop gaslighting us.**

IS THIS THE BEST YOU COULD DO FOR SECRETARY DEFENSE?? THE WHOLE COUNTRY TO CHOOSE FROM AND THIS IS WHO YOU PICK?

ARE YOU GOING TO PUT A RAPIST IN CHARGE OF OUR MILITARY SERVICEWOMEN??

John Thune Office Phone (605) 334-9596 (202) 224-2321

The presumptive Secretary of Education is married to a man whose former employee alleges he forced her to perform sex acts with his friend for an hour and a half after he defecated on her head. The presumptive Commerce Secretary preemptively sued his former assistant in 2018, after her lawyer threatened to publicize "not pretty" 2 a.m. text messages she'd received from him and his wife. The presumptive Health and Human Services director's explanation for forcibly groping a former nanny's breasts while holding her hostage in a kitchen pantry was that he "had a very, very rambunctious youth"; he was 46 at the time. The White House efficiency czar, currently a defendant in a putative class-action lawsuit filed by eight former employees who accuse him of perpetrating an "Animal House" work environment of "rampant sexual harassment," and paid a quarter of a million dollars to a flight attendant who says he got naked and asked her to touch his erect penis in exchange for the gift of a horse.

And of course the presumptive Defense Secretary was accused of raping a woman who was tasked with monitoring what she described to police as his "creeper vibes" after a *Republican women's conference* at which he was a keynote speaker, just a month and change after the birth of his fourth child with a woman who was not his wife at the time. (Reader, she married him.)

The aggressive rapeyness of the second Donald Trump administration is so tyrannical it's almost enough to make a girl wistful for Matt Gaetz, the Florida congressman who withdrew his name from attorney general contention yesterday (to make way for the despicable Pam Bondi) amid an orgy of leaks from two investigations into his sexploits with a 17-year-old procured by a convicted sex trafficker friend. Multiple witnesses testified that Gaetz did not actually know the 17-year-old was underage, you see, and that he ceased having sex with her when he found out.

And adulterer and heroin abuser RFK Jr., whose first wife hanged herself, wants us to stop vaccinating our kids because he's a crazy idiot.

"MEASLES: A dangerous illness.

Olivia, my eldest daughter, caught measles when she was seven years old. As the illness took its usual course I can remember reading to her often in bed and not feeling particularly alarmed about it. Then one morning, when she was well on the road to recovery, I was sitting on her bed showing her how to fashion little animals out of coloured pipe-cleaners, and when it came to her turn to make one herself, I noticed that her fingers and her mind were not working together and she couldn't do anything.

'Are you feeling all right?' I asked her.

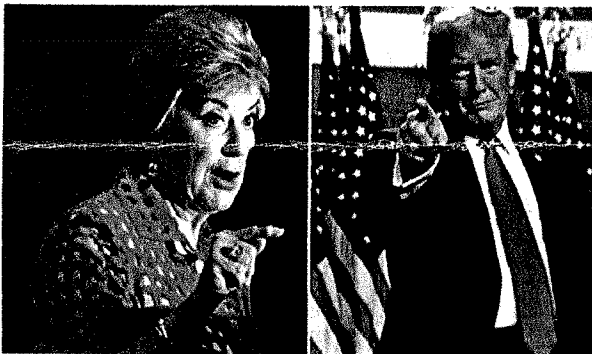
'I feel all sleepy,' she said.

In an hour, she was unconscious. In twelve hours she was dead.

Olivia Twenty Dahl (20 April 1955 – 17 November 1962) was the oldest child of the author Roald Dahl and the American actress Patricia Neal. She died at the age of seven from encephalitis caused by measles, before a vaccine against the disease had been developed.



Linda McMahon, Trump's Pick to Run The Department of Education, Was Sued For Allegedly Enabling Sexual Abuse of Children



Both Linda and Vince McMahon knowingly allowed employee Melvin Phillips Jr. to use his position as ringside announcer to sexually exploit children., the lawsuit alleges. Vince McMahon admitted that he and Linda were aware as early as the early to mid-1980s that Phillips had a "peculiar and unnatural interest" in young boys, according to the filing.

<https://www.newyorker.com/news/news-desk/pete-hegseths-secret-history>

PETE HEGSETH'S SECRET HISTORY

by Jane Mayer, The New Yorker, December 1, 2024

After the recent revelation that Pete Hegseth had **secretly paid a financial settlement to a woman who had accused him of raping her** in 2017, President-elect Donald Trump stood by his choice of Hegseth to become the next Secretary of Defense....

...A trail of documents, corroborated by the accounts of former colleagues, indicates that Hegseth was forced to step down by both of the two nonprofit advocacy groups that he ran—Veterans for Freedom and Concerned Veterans for America—in the face of serious allegations of **financial mismanagement, sexual impropriety, and personal misconduct.**

A previously undisclosed whistle-blower report on Hegseth's tenure as the president of Concerned Veterans for America, from 2013 until 2016, describes him as being **repeatedly intoxicated while acting in his official capacity—to the point of needing to be carried out of the organization's events.** The detailed seven-page report—which was compiled by multiple former C.V.A. employees and sent to the organization's senior management in February, 2015—states that, at one point, Hegseth had to be restrained while drunk from joining the dancers on the stage of a Louisiana strip club, where he had brought his team. **The report also says that Hegseth, who was married at the time, and other members of his management team sexually pursued the organization's female staffers,** whom they divided into two groups—the “party girls” and the “not party girls.” In addition, the report asserts that, under Hegseth's leadership, the organization became a hostile workplace that ignored serious accusations of impropriety, including an allegation made by a female employee that another employee on Hegseth's staff had attempted to sexually assault her at the Louisiana strip club. In a separate letter of complaint, which was sent to the organization in late 2015, a different former employee described Hegseth being at a bar in the early-morning hours of May 29, 2015, while on an official tour through Cuyahoga Falls, Ohio, drunkenly chanting **“Kill All Muslims! Kill All Muslims!”**

...

“Congratulations on Removing Pete Hegseth” is the subject line of an e-mail, obtained by The New Yorker, that was sent to Hegseth's successor as president of the group, Jae Pak, on January 15, 2016. The e-mail, sent under a pseudonym by one of the whistle-blowers, included a copy of the report, and went on to say, “Among the staff, the disgust for Pete was pretty high. Most veterans do not think he represents them nor their high standard of excellence.” The e-mail also stated that **Hegseth had “a history of alcohol abuse” and had “treated the organization funds like they were a personal expense account—for partying, drinking, and using CVA events as little more than opportunities to ‘hook up’ with women on the road.”**

...

I spoke at length with two people who identified themselves as having contributed to the whistle-blower report. One of them said of Hegseth, “I've seen him drunk so many times. I've seen him dragged away not a few times but multiple times. To have him at the Pentagon would be scary,” adding, “When those of us who worked at C.V.A. heard he was being considered for SecDef, it wasn't ‘No,’ it was ‘Hell No!’ ” According to the complaint, at one such C.V.A. event in Virginia Beach, on Memorial Day weekend in 2014, Hegseth was “totally sloshed” and needed to be carried to his room because “he was so intoxicated.”

...

Text messages from the alleged victim to her husband—who had accompanied her to the conference and was staying at the hotel, **along with their two young children**—suggest that she was less than enamored of Hegseth. According to the police report, she texted that he was “giving off a ‘creeper’ vibe” and made fun of the ladies who, she said, were “freaking drooling over him.” She lamented at one point, “I’m going to be here all night,” adding, “It’s awful.” Her husband, meanwhile, asked if he should make s’mores with the kids or go ahead and “continue winding them down.”

Hours later, the alleged victim’s husband was still waiting for her return. Worried, he’d searched the sports bar, but it was empty. Around 2 a.m., he texted her, saying, “Holy smokes lady . . . I don’t remember the last time you were socializing at nearly 2:00 am.” She responded oddly, typing, “Hahaha I know. I gotta make sure that fo”—dropping off mid-sentence. He responded, “**Doing ok? My love? Worried about you.**”

A few hours before dawn, the alleged victim returned to **the hotel room that she was sharing with her husband and kids**. She told police later that she couldn’t recall much of what had happened. But two days later she started to have frightening flashbacks and nightmares. She told police that she hazily recalled **Hegseth taking her phone and blocking the door as she tried to leave**. She recalled him on top of her, with his dog tags in her face. She recalled saying no a lot. Four days after the alleged assault, she went to a hospital and asked for a rape exam. **She said that she thought someone might have slipped a drug into her drink and sexually assaulted her**. She brought in the clothes she’d worn that night. **According to the police report, she had developed an infection that could have resulted from a new sexual partner**. She declined to name her alleged assailant. The nurse was legally required to report the incident to the police, who opened a criminal investigation. **At that point, the alleged victim identified her assaulter as Hegseth.**

...

The alleged victim and her husband threatened to file a lawsuit, and in 2020 Hegseth secretly agreed to a financial settlement with them, in which he agreed to pay them an undisclosed sum. Both sides agreed to sign nondisclosure agreements concealing everything about the incident.

...

In 2016, Justin Higgins, a former Republican opposition researcher, vetted Hegseth for under-secretary roles in the first Trump Administration, on behalf of the **Republican National Committee**. In a commentary for MSNBC, Higgins wrote that, although he believes that **Hegseth is “perhaps one of the least qualified picks for Secretary of Defense that we’ve seen,” he thinks that Hegseth “was likely chosen because he seems willing to say and do anything Trump wants.”** It hadn’t hurt, Higgins added, that Hegseth **belittled some war crimes**, and that “Trump thinks he looks and sounds good on TV.” **Hegseth has also been a strident opponent of gender equality in the military, proclaiming women unfit for combat, and calling the claim that diversity is a strength “garbage.”** In 2021, he was barred from participating in President Biden’s Inauguration because a military officer was alarmed that Hegseth had **tattoos of a Crusader’s cross and the motto “Deus Vult”**—insignias popular with **far-right militants**—and had alerted superiors that Hegseth might constitute an “insider threat.”