

FALL RIVER COUNTY UNAPPROVED MINUTES OF MARCH 20, 2025

The Fall River Board of County Commissioners met in regular session on March 20, 2025. Present: Joe Allen, Les Cope, Joe Falkenburg, Deb Russell, Sandra Wahlert and Sue Ganje, Auditor.

An invocation was given by Wahlert.

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

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

Motion made by Russell, seconded by Wahlert, to approve the agenda as written.

Motion made by Russell, seconded by Wahlert, to approve the meeting minutes from March 6, 2025.

Motion made by Wahlert, seconded by Russell, to approve the Auditor's Account with the Treasurer for February, 2025 as follows:

AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

TO THE HONORABLE BOARD OF FALL RIVER COUNTY COMMISSIONERS:
I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 28th day of February 2025.

Total Amount of Deposit in First Interstate Bank, HS: \$ 1,944,169.78

Total Amount of Cash: \$ 17,516.09

Total Amount of Treasurer's Change Fund: \$ 900.00

Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days: \$ 50,667.64

SAVINGS:

#4) First Interstate Bank, HS: \$ 1,466,150.03

CERTIFICATES OF DEPOSIT:

#14) Schwab Treasury: \$ 8,828,684.74

Itemized list of all items, checks and drafts that have been in the Treasurer's possession over three days:

Register of Deeds Change Fund: \$ 500.00

Highway Petty Cash: \$ 20.00

Election Petty Cash: \$ 15.00

RETURNED CHECKS:

Hannah Thomas \$ 426.01
Suter, Debbie Stop payment \$ 729.45

TOTAL \$ 12,309,778.74

Dated This 28th Day of February 2025.

/S/ Sue Ganje

Sue Ganje, County Auditor of
of Fall River County

/S/ Teresa Pullen

Teresa Pullen, County
Treasurer
of Fall River County

County Monies \$ 11,448,957.93
Held for other Entities \$ 695,310.48
Held in Trust \$ 165,510.33
TOTAL \$ 12,309,778.74

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

Motion made by Allen, seconded by Russell, to set the hearing for 2025-2026 Malt Beverage & SD Farm Wine License renewals for April 17, 2025 at 9:30 a.m. during the regular meeting.

Motion made by Russell, seconded by Allen, to approve travel for Kathy Timmins, Deputy Treasurer and Stacy Schmidt, Deputy Auditor, to attend the SDACO Spring Workshop in Pierre on May 13, 14 & 15, 2025 to include registration fees, lodging and per diem.

CP2025-04 was presented for the Board's consideration.

Motion made by Russell, seconded by Allen, to approve paying CP2025-04 in the amount of \$2,150.00 to Chamberlain/McColley's Funeral Home for funeral services. With Wahlert voting no, all others voting yes, motion carried.

Dar Coy, Emergency Manager, met with the Board.

Motion made by Allen, seconded by Russell, to approve travel for Coy to attend the EM 101 Training in Pierre on April 16, 2025, to include travel and lodging and to approve travel for Coy to attend HSEEP (Homeland Security Exercise and Evaluation Program) Training in Pierre on April 23, 2025, to include travel and lodging.

Coy then provided updates and reported on incidents. He let the Board know that he will assemble a list of fixed asset items that will need to be covered under the insurance. Also there needs to be a claim filed for the Oelrichs siren.

Lyle Norton, Sheriff, met with the Board.

Motion made by Cope, seconded by Allen to approve that usage of www.courtmoney.com for individuals to use to post bail bonds with a credit card.

Discussion continued regarding the purchase of a body scanner for the Fall River County Jail with Opioid Settlement funds. Norton informed the Board that this particular item does not have to be bid. The company that was chosen by Norton will be coming on March 25, 2025 to inspect the area for proper fitting prior to signing the contract.

Norton provided updates and the jail census of 8 males and 4 females in house, with 1 male in Meade County, for a total of 13 inmates. Lastly, Norton reminded the Board that he will be attending the Sheriff's Conference in April.

Brett Blessing, Highway Foreman, met with the Board. He presented various approach permit applications and highway right-of-way applications.

Motion made by Russell, seconded by Wahlert, to approve the application for road approach permit from Harley Miller on the north side of Rocky Ford Rd (County Rd #11S) at approximately SE1/4SW1/4 Sec 10 and NE1/4NW1/4 Sec 16, T9S, R4E, BHM, Fall River County, South Dakota.

Motion made by Allen, seconded by Russell, to approve the application for road approach permit from MeccaSue Simmons on the south side of Rocky Ford Road at approximately NE1/4SE1/4NW1/4 Sec 16, T9S, R4E, BHM, Fall River County, South Dakota.

Motion made by Cope, seconded by Wahlert, to approve the application for permit to occupy County highway right-of-way from Black Hills Energy located at Rumford Shortcut Rd, Section 32, T10S, R4E, BHM, Fall River County, South Dakota and Rumford Rd 400 ft south of the railroad track.

Motion made by Wahlert, seconded by Cope, to approve the application for permit to occupy County highway right-of-way from Black Hills Energy located from west of Oral in front of Fall River Water Users Office east to DeBoer place, 14194 E Oral Rd on the south side of Oral Rd to RR, then transfer to north side.

Motion made by Allen, seconded by Russell, to approve the application for permit to occupy County highway right-of-way from Golden West Telecommunications located from an existing vault on the south side of W Ardmore Rd approximately 535' east of RR to a new vault on the north side of W Ardmore Road.

Motion made by Russell, seconded by Allen, to approve the application for permit to occupy County highway right-of-way from Golden West Telecommunications located from the north corner of Oral Loop to WG Flats Loop.

Blessing then reviewed the 2024 Highway project costs with the Board.

Dave Weishaupl, Maintenance Supervisor, met with the Board to further discuss hiring an engineer to assess the outside stairs, draw plans and provide specs for repair.

Motion made by Allen, seconded by Wahlert, to approve hiring an engineer for the purpose of repairing the outside front stairs to the Courthouse. The Emergency Manager interjected that he had received a call from the State Fire Marshall informing him that the stairs cannot remain blocked, and the

stairs need to be opened up soon.

The time being 9:30 a.m., a public hearing for sealed bids for Asphalt Surface Treatment (chip sealing) opening took place. Bituminous Paving, Inc. provided a total bid price of \$263,633.80 and Simon Contractors of SD, Inc provided a total bid price of \$264,876.95. The Board asked that Jason Hanson of Brosz Engineering review the bids and come back with a recommendation later in the meeting.

Joe Allen, Commissioner, spoke regarding the proposed Jail/Justice Center. He has set up an appointment with Johnson Construction out of Harrisburg, SD to meet on April 17, 2025 at 11:00 a.m. to have a preliminary discussion regarding needs and ask for a quote for the construction of a Jail/Justice Center. This meeting will include Sheriff Norton, Allen and Cope will attend the meeting.

Joe Falkenburg, Commissioner Chair, spoke regarding a letter that he had received from the USDA Natural Resources Conservation Service regarding the National Historic Preservation Act. Falkenburg then presented a letter that he drafted to BNSF in opposition to their proposal to eliminate the Edgemont terminal and asked the Board to join in signing it.

Motion made by Allen, seconded by Wahlert, to approve the letter to BNSF and authorize all Commissioners to sign.

Discussion regarding authorization to advertise Request for Proposal (RFP's) for County Public Defender occurred. Lance Russell, State's Attorney, spoke regarding the potential motion. He stated that outside attorneys had done some research as to what other South Dakota counties contracting with a Public Defender are paying. He asked that the Board give him time to draft a contract.

Motion made by Wahlert, seconded by Allen, to move authorization of advertising for RFP's for County Public Defender to a future meeting.

Motion made by Wahlert, seconded by Allen, to move the approval of the 2025 MOU Addendum between SDSU and Fall River County to a future meeting.

Lance Russell, State's Attorney, met with the Board.

Motion made by Russell, seconded by Wahlert, to approve travel for SA Russell to attend the DUI Trial Techniques Training on April 30, 2025 and the State's Attorneys' Conference in Deadwood, May 1-2, 2025, to include registration fee, lodging and per diem. Russell noted that there would be a partial or full refund of cost based on amount charged.

Motion made by Allen, seconded by Russell, to approve payment of the bills as follows:

GENERAL FUND		
AMAZON CAPITAL SERVICES	SUPPLY	\$2,958.14
AUGUSTIN, CRYSTAL	LOST CHECK REIMBURSE	\$348.32
BANGS MCCULLEN	CAAF	\$480.00
BEHAVIOR MANAGEMENT SYS	2025 BUDGET ALLOTMENT	\$7,500.00
BLACK HILLS CHEMICAL	SUPPLY	\$831.12
CENTURY BUSINESS LEASING	COPIER LEASE & USAGE	\$965.86
CENTURY BUSINESS LEASING	COPIER/LEASE	\$500.41
CHEYENNE SANITATION	SANITATION COLLECTION	\$379.50
CLINICAL LABORATORY OF	AUTOPSY	\$2,979.00

COLBATH & SPERLICH, PC	CAAF	\$2,270.75
COUNTY DRUG	INMATE MEDICAL	\$38.92
CULLIGAN SOFT WATER	RENTAL/SUPPLY	\$667.40
CULLIGAN SOFT WATER	RENTAL/SUPPLY	\$667.40
CHAMBERLAIN MCCOLLEY'S	BURIAL ASSISTANCE	\$1,601.52
CHAMBERLAIN MCCOLLEY'S	BURIAL ASSISTANCE	\$2,150.00
EN-TECH LLC	FUMIGATION	\$125.00
EXECUTIVE MGMT FINANCE	BIT NETWORK FEES	\$57.25
FALL RIVER HEALTH SERVICE	INMATE MEDICAL	\$390.64
FALL RIVER COUNTY HERALD	PUBLICATION	\$1,986.32
GALLS	SUPPLY	\$1,020.81
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$6,866.60
GOLDEN WEST	INTERNET	\$11,249.78
GOODSHRED	SHREDDING	\$83.25
GRAFIX SHOPPE	REPAIR/MAINTNENACE	\$996.00
HEALTHCARE SERVICES INC	INMATE MEALS	\$14,256.00
HOT SPRINGS ACE HARDWARE	SUPPLY	\$100.98
HOT SPRINGS AMBULANCE	INMATE MEDICAL	\$148.06
CITY OF HOT SPRINGS	CITY WATER BILL	\$1,690.74
CITY OF HOT SPRINGS	1ST QTR SPRINKLER	\$24.00
HUSTEAD LAW OFFICE, P.C.	CAAF	\$6,313.46
JOHNSON, CAROL	COURT REPORTER	\$52.29
LAMB MOTOR COMPANY	NEW FRSO VEHICLE	\$93,730.00
LOGUE VINCE	REIMBURSEMENT	\$104.20
LYNNS DAKOTAMART	SUPPLY	\$158.46
LYNN'S DAK. MART PHARMACY	INMATE PHARMACY	\$674.48
QUADIENT LEASING USA, INC	POSTAGE MACHINE LEASE	\$1,189.75
MARCO	COPIER LEASE	\$190.14
MARTY'S TIRE & AUTO BODY	REPAIR/SERVICE	\$3,429.00
MASSA DENTAL OFFICES PC	INMATE MEDICAL	\$676.00
MASTEL, BRUCE	DATABASE SETUP & MONTHLY	\$35.00
MEADE COUNTY AUDITOR	INMATE HOUSING	\$2,945.00
MICROFILM IMAGING SYSTEMS	SCANNING EQUIP LEASE	\$330.00
MONUMENT HEALTH	INMATE MEDICAL	\$1,609.79
MOSER, ROBIN	REIMBURSEMENT	\$51.00
NELSONS OIL & GAS INC.	UTILITIES	\$1,334.22
NEWVISION SECURITY LLC	SERVICES	\$89.97
O'DAY, VALARIE	COURT REPORTER	\$147.00
OLSON'S PEST TECHNICIANS	ANNUAL TERMITE INSPECT	\$350.00
ONSITE FIRST AID, LLC	FIRST AID	\$199.90
PENNINGTON COUNTY JAIL	INMATE HOUSING PENNINGTON	\$525.00
PENNINGTON COUNTY JAIL	TRANSPORT	\$469.80
HI-D-WAY OIL & GAS	UTILITY/PROPANE	\$13,320.01
QUILL CORPORATION	SUPPLIES	\$152.52

RADIOLOGY ASSOCIATES	INMATE MEDICAL	\$33.21
RAPID CITY EMERG SERVICES	INMATE MEDICAL	\$172.23
RAPID CITY FIRE DEPT	HAZMAT	\$1,532.44
RUSSELL, LANCE	REIMBURSEMENT	\$67.00
SDACC	2025 SPRING WORKSHOP	\$250.00
SD DEPARTMENT OF HEALTH	BLOOD DRAW ANALYSIS	\$1,050.00
SD DEPARTMENT OF HEALTH	BLOOD ANALYSIS	\$880.00
SD DEPT OF REVENUE	AUTO/MI STATE REMITTANCE	\$60.00
SERVALL	RUGS AND MATS SERVICE	\$458.58
SKINNER, MATTHEW L. PC	CAAF	\$4,414.95
SOUTHERN HILLS LAW PLLC	CAAF	\$11,522.88
STEINMETZ, NINA	REIMBURSEMENT	\$43.12
STEVENS AUTOMOTIVE	SERVICE	\$324.33
STEVENS, MIKAYLA	BLOOD DRAW	\$300.00
STURDEVANT'S AUTO VALUE	PARTS/MAINTENANCE	\$74.80
TWO LANE TACTICS LLC	TRAINING/FRSO	\$149.99
WEICHMANN, CYNTHIA	COURT REPORTER	\$128.80
WESTERN SD JUV SERV CTR	JUVENILE SERVICES	\$8,680.00
WHITE, KAREN	LOST CHECK REIMBURSE	\$17.50
OSMOTHERLY, SANDRA	LOST CHECK REIMBURSE	\$11.78
FEES, IRMA	BLOOD DRAW	\$375.00
FEES, IRMA	BLOOD DRAW	\$75.00
MILES, SASHA	BLOOD DRAW	\$75.00
FUGIER, SHAWN	WEED & PEST REIMBURSE	\$134.25
JUROR	JURY FEE	\$51.34
JUROR	JURY FEE	\$51.34
JUROR	JURY FEE	\$55.36
JUROR	JURY FEE	\$52.68
JUROR	JURY FEE	\$51.34
JUROR	JURY FEE	\$51.34
JUROR	JURY FEE	\$51.34
JUROR	JURY FEE	\$54.02
	TOTAL FOR GENERAL FUND	\$222,660.38
COUNTY ROAD & BRIDGE FUND		
A & B WELDING SUPPLY CO.	SUPPLY	\$202.54
AMAZON CAPITAL SERVICES	SUPPLY	\$297.07
BLACK HILLS ELECTRIC	UTILITY	\$173.68
BOMGAARS	SUPPLY	\$152.00
BUTLER MACHINERY CO.	REPAIR/MAINTENANCE	\$854.38
CHEYENNE SANITATION	SANITATION COLLECTION	\$79.00
CITY OF EDGEMONT	CITY OF EDGEMONT WATER	\$102.40
CITY OF EDGEMONT	UTILITY/WATER HAULING	\$56.00
DENNY MENHOLT	REPAIR/MAINTENANCE	\$337.40
FLOYD'S TRUCK CENTER	PARTS	\$1,020.38
FORWARD DISTRIBUTING	PARTS	\$88.20

FR WATER USERS DISTRICT	UTILITY/WATER	\$68.40
GODFREY BRAKE SERVICE	PARTS	\$2,113.67
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$8.50
GREAT WESTERN TIRE	PARTS	\$275.00
GRIMM'S PUMP SERVICE INC	PARTS	\$1,811.66
SIMON MATERIALS	GRAVEL	\$74,176.01
HOT SPRINGS ACE HARDWARE	SUPPLY	\$92.97
CITY OF HOT SPRINGS	CITY WATER BILL	\$49.08
IKON FINANCIAL SERVICES	REPAIR/MAINTENANCE	\$1,114.04
INDEPENDENT TRUCK REPAIR	REPAIR/MAINTENANCE	\$1,114.04
INTERSTATE BATTERY	SUPPLY	\$772.80
MARCH, TONY	REIMBURSEMENT	\$114.46
MARTY'S TIRE & AUTO BODY	REPAIR/SERVICE	\$3,280.00
MENARDS	SUPPLY	\$47.10
RDO EQUIPMENT CO	REPAIR/MAINTENANCE	\$689.05
SD DEPT OF TRANSPORTATION	STATE COST OF RD	\$3,955.40
STURDEVANT'S AUTO VALUE	PARTS	\$131.32
WALK-N-ROLL	PARTS	\$235.81
WEST RIVER TRAILER SALES	REPAIR/MAINTENANCE	\$143.00
	TOTAL FOR COUNTY ROAD & BRIDGE FUND	\$93,555.36
911 SURCHARGE REIMBURSEMENT FUND		
AMAZON CAPITAL SERVICES	SUPPLY	\$21.96
CENTURY BUSINESS LEASING	COPIER LEASE & USAGE	\$54.49
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$17.00
QUILL CORPORATION	SUPPLIES	\$628.46
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT FUND	\$721.91
EMERGENCY MGT FUND		
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$17.00
HOT SPRINGS ACE HARDWARE	SUPPLY	\$3.23
MARCO	COPIER LEASE	\$95.06
SPEARFISH ELECTRIC	EQUIPMENT/REPAIR	\$5,703.38
	TOTAL FOR EMERGENCY MGT FUND	\$5,818.67
24/7 SOBRIETY FUND		
AMAZON CAPITAL SERVICES	SUPPLY	\$18.64
SD DEPARTMENT OF HEALTH	24/7 LABS	\$200.00
	TOTAL FOR 24/7 SOBRIETY FUND	\$218.64
M & P RELIEF FUND		
MICROFILM IMAGING SYSTEMS	SCANNING EQUIP LEASE	\$75.00
TRIMIN SYSTEM, INC.	SOFTWARE MAINTENANCE	\$5,467.00
	TOTAL FOR M & P RELIEF FUND	\$5,542.00
COURTHOUSE BUILDING FUND		

MUTH ELECTRIC	REPAIR/MAINTENANCE	\$25,307.82
NELSONS OIL & GAS INC.	UTILITIES	\$5,610.00
RAPID FIRE PROTECTION INC	REPAIR/MAINTENANCE	\$765.31
	TOTAL FOR COURTHOUSE BUILDING FUND	\$31,683.13
	TOTAL FOR BILLS PD BETWEEN 03/06 & 03/20/2025	\$360,200.09

Break was taken at 9:54 a.m. The meeting resumed at 10:02 a.m.

Public comments were heard from Jason Hanson, Brosz Engineering. He is recommending go with Bituminous Paving, Inc as they were the lowest bid for the Asphalt Surface Treatment (chip sealing).

Motion made by Russell, seconded by Allen to accept the low bid from Bituminous Paving, Inc of \$263,633.80 contingent upon Tony March, Highway Superintendent's approval.

Public comment continued with Joe Falkenburg, Commissioner. He wanted to let the Board know that, if the location of the proposed Jail/Justice Center does not work out across the street from the Courthouse, Steve Simunek has approximately 3 acres of property for sale by the Forest Service building on the Hwy 18 bypass. He is asking for \$225,000.00. Les Cope, Commissioner, wanted to point out that the Wyoming legislators have shown their opposition to EID tags and requested that the Board draft a letter to the South Dakota legislators asking them to do the same. He wants to add this agenda item to the next meeting's agenda. Susan Henderson, County resident, spoke regarding her opposition to building a new Jail/Justice Center. Lyle Norton, Sheriff, responded to some of the items that Henderson spoke about. Jeanine Lecy, County resident, inquired about the cost of running payroll, and contractor costs.

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

Motion made by Russell, seconded by Wahlert, to approve travel for Heidebrink, Jennifer Bengs, Assessor in Training and Heather Shaffer, Certified Assessor, to attend the SDAAO Conference in Mitchell, June 10-13, 2025 to include registration fee, lodging and per diem.

Motion made by Wahlert, seconded by Allen, to approve travel for Heidebrink, Bengs and Shaffer, to attend the Vanguard User Group Meeting in Oacoma, August 18-20, 2025 to include registration fee, lodging and per diem.

Motion made by Russell, seconded by Wahlert, to approve travel for Bengs to attend the Basics School in Pierre, September 28-October 3, 2025, to include registration fee, lodging and per diem.

Heidebrink updated the Board regarding the number of appeals for the April 17, 2025 meeting. There are 10 and are mostly regarding bare land. She would like to see 15 minutes per appeal for scheduling.

Chairman Falkenburg declared the meeting adjourned at 10:38 a.m.

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

ATTEST:
/s/ Sue Ganje, Auditor
Sue Ganje, Auditor

Fall River County

Blue - New to inventory

Red - Transferred out/ removed

Not on any of the lists given to me

User	Dept.	Asset	Description	FRC #	Serial #	Purchase date	Purchase Value	Vendor
Weed	615	01827	2ftx4ft table			11/28/2022	\$50.00	transfer from Treasures
Weed	615	05356	2ftx4ft table			11/28/2022	\$50.00	transfer from Treasures
Weed	615	00688	Navy chair	1029	UNC CH223NY	November 6, 1996	\$ 179.00	Van Diest Supply
Weed	615	01992	Fog Generator- Clark Model		1264	January 1, 2015	\$10,657.00	Warne Chemical
Weed	615	00703	Electric Hose reel & 300 ft hose	no		September 2, 1997	\$ 692.35	Warne Chemical
Weed	615	00800	150 Gallon holding tank			May 5, 1999	\$ 400.00	Warne Chemical
Weed	615	01159	Garmin GPS 76S	1988	93672147	June 1, 2004	\$ 290.00	
Weed	615	1160	Garmin GPS 76S	1989	93677443	June 1, 2006	\$ 290.00	
Weed	615	00992	Geo 3 Explorer GPS	1354	OSM:0230015285	August 6, 2002	\$ 3,180.00	
Weed	615	1671	Garmin 76CS	1986	10R-022508	April 8, 2009	\$ 210.00	
Weed	615	1181	Mist Duster - Backpack	no	80321261	7/20/2004	\$612.50	Van Diest Supply
Weed	615	1243	450 gal. Water holding tank	no	A105532069	July 5, 2005	\$ 125.00	Glen Anderson
Weed	615	01312	Kawasaki Diesel Mule	1900	JK1AFD8136B510642	April 19, 2006	\$ 10,316.00	BH Powersports
Weed	615	01313	100 Gallon sprayer for Mule	1899		June 8, 2006	\$ 2,952.00	Warne Chemical
Weed	615	01315	power washer	1898	D23010701	August 2, 2006	\$ 369.94	Runnings
Weed	615	01407	Tank - ATV 16 gallon	1407	216 ATV	January 23, 2007	\$ 142.00	Warne Chemical
Weed	615	01408	2002 Isuzu Truck	1896	4KLB4B1R92J800850 -	January 23, 2007	\$ 17,650.00	Warne Chemical
Weed	615	01409	Spray system on Isuzu truck	no	C010136	March 22, 2007	\$ 6,491.00	Warne Chemical
Weed	615	01518	2009 Polaris Ranger 6x6	1892	4XARF68A094736309	December 18, 2008	\$ 11,499.00	The Edge Powersport
Weed	615	01519	100 Gallon sprayer for Polaris Ran	1893		December 30, 2008	\$ 3,300.00	Warne Chemical
Weed	615	01571	PERC 412	1919	Compressor#DRO150402	September 15, 2009	\$ 8,389.27	Comanch Creek
Weed	615	01572	Air compressor	1920	Ser # 4099	March 9, 2009	\$ 139.99	Pamida
weed	615	01617	Used - 2009 Ford F250 Super - Truck		1FTSW21589EA50836 -	Sep-12	\$13,000	FRC Sherriff office
Weed	615	00141	4 Drawer side file cabinet	229	C010548	1/1/1970	60	Transfer from Extension
Weed	615	00613	AT&T office phone	1001	770072	December 27, 1995	\$ 59.99	
Weed	615	00739	paper shredder	1156	17501250	November 3, 1998	\$ 109.00	
Weed	615	01075	3 panel display board	1379		February 26, 1996	\$ 204.03	
Weed	615	01290	Olympus camera	1713	A93561166	October 2, 2006	\$ 331.94	Amazon
Weed	615	01314	Cell Phone Verizon-Motorola		R9_1_X_05281CP	May 1, 2006	\$ 50.00	National
Weed	615	01646	Desk/Organizer	1967	Transfer from Extension		\$ 1,000.00	
Weed	615	1670	HP PSC 1410 all-in One	1985	CN5B8C324D	?	\$ 100.00	Staples
weed	615	01672	File Cabinet (4 drawer)	1987		1/1/2000	\$ 183.99	
Weed	615	01676	Handcuffs and...					
Weed	615	01679						
Weed	615	01495	Pro Desk HP-computer hard drive	01995	13wwhcdw6	8/1/2014	\$900	Wildcat Computer
Weed	615	01290	computer monitor	1673	AL1711Fb	April 4, 2006	"	
weed	615	01993	HP Envy 4500	01993	CN430141RN	July 1, 2014	\$ 160.00	Radio Shack
Weed	615	01993	HP Envy 5530		CN55G561DX	Jan. 5, 2018	\$ 100.00	4H Members A.
Weed	615	01993	Call Phone Samsung S4		SCH154SPKVPS	Sept., 2015	\$ 150.00	GoldenWest
Weed	615	01993	Stablers	2			\$15.00	

**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

2nd 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*

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



1. HMP: Planning team notified meeting April 2nd 1800 hrs. South annex
2. HLS regional meeting 10:00 am WREA
3. Regional Alert and Warning test was on Wednesday March 26, 2025, some local confusion, sirens at the lake did not respond. Rushmore Communications notified.
4. Quarterly OEM zoom meeting for region, much discussion about BHE proposed service interruption on some dangerous fire days.
5. April 9, 2025 county representatives 1:1 meeting with Kailey Snyder, commission will need to adopt HMP eventually.
6. Defensive Driving training May 13, 2025 split session 10 am and 1pm, training held at South Annex.

7. Fires & Incidents:

3/24 Fire inside building at T-shirt shop, 3/26 Lost child

8. Agenda Item:

Single Signature Sheet Quarter 2

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

FALL RIVER COUNTY RESOLUTION #2025-_____
DECLARING APRIL 13 – 19, 2025
NATIONAL PUBLIC SAFETY
TELECOMMUNICATORS WEEK

WHEREAS, emergencies can occur at any time that require law enforcement, fire, or emergency medical services; and,

WHEREAS, when an emergency occurs the prompt response of law enforcement officers, firefighters, and EMS providers is critical to the protection of life and preservation of property; and,

WHEREAS, the safety of our law enforcement officers, firefighters, and EMS providers is dependent upon the quality and accuracy of information obtained from citizens who contact the **Fall River County 911 Dispatch Center**; and,

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

WHEREAS, Public Safety Telecommunicators are the single vital link for our law enforcement officers, firefighters, and EMS providers by monitoring their activities by radio, providing them information, and ensuring their safety; and,

WHEREAS, Public Safety Telecommunicators are critical in improving the chance of survival for patients who experience sudden cardiac arrest by recognizing the need for cardiopulmonary resuscitation and other lifesaving interventions prior to arrival of EMS; and,

WHEREAS, Public Safety Telecommunicators of the **Fall River County 911 Dispatch Center** has contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and,

WHEREAS, each telecommunicator has exhibited compassion, understanding, and professionalism during the performance of their job in the past year.

NOW, THEREFORE, BE IT RESOLVED that the Fall River County Commission declares the week of April 13 – 19, 2025 to be National Public Safety Telecommunicators Week in the County of Fall River, South Dakota in honor of the individuals whose diligence and professionalism keep our community and citizens safe.

Dated this 3rd Day of April, 2025.

Joe Falkenburg
Fall River County Commission Chairman

Attest

Sue Ganje
Fall River County Auditor



Diesel winter blend bid

1 message

Highway Department <hwy@frcounty.org>

Mon, Mar 24, 2025 at 10:20 AM

To: Auditor Office <agenda@frcounty.org>

I am writing to inform you that the bid for 8000 gallons of dyed diesel winter blend has been awarded to Vollan Oil at \$2.62 per gallon.

For your reference, the other bids were as follows:

CBH: \$3.106 per gallon

Nelsons Oil & Gas: \$2.65 per gallon


Hidway: Declined bid

MG Oil: Declined bid

Please let me know if you require any further information.

Highway Department

Julie Silvernail- Office Manager
Fall River County Hwy Dept.
605-745-5137

 **winter blend fuel bids.pdf**
5301K

EMAIL BID: BRUCE@VOLLANOIL.COM

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

DATE: 3/24/2025

FROM: VOLLAN OIL PHONE: 605-529-5458

BID FOR: Approx. 8,000 Gallons DYED DSL (50/50 WINTER BLEND)

AMOUNT OF BID: \$2.62/gallons ; \$20,960.- total
(This bid includes **all** appropriate taxes and fees)

Signed By:  VOLLAN OIL

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

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

Thank You

awarded

will Deliver

3-25-25

EMAIL BID:

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

DATE: 3/24/2025

FROM: CBH PHONE: 605-529-5458

BID FOR: Approx. 8,000 Gallons DYED DSL (50/50 WINTER BLEND)

AMOUNT OF BID: 3.10⁶
(This bid includes all appropriate taxes and fees)

Signed By: Chasen Hendry CBH Cooperative
605-431-3757

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

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

Thank You

FAXED BID: 6057454188

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

DATE: 3/24/2025

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

BID FOR: Approx. 8,000 Gallons DYED DSL (~~50/50 WINTER BLEND~~)

**AMOUNT OF BID: \$2.65/gallon #2 Dyed w/winter add.
(This bid includes all appropriate taxes and fees) Cold Flow**

Signed By: 

#1 not available

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

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

Thank You

EMAIL BID: Hidway@gwte.net

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

DATE: 3/24/2025

FROM: HIDWAY PHONE: 605-662-5000

BID FOR: Approx. 8,000 Gallons DYED DSL (50/50 WINTER BLEND)

AMOUNT OF BID: _____

No Bid per e-mail
(This bid includes all appropriate taxes and fees)

Signed By: _____

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

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

Thank You

FAX: 605-341-1899
EMAIL: MKulish@mgoil.com

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

DATE: 3/24/2025

FROM: MG OIL PHONE: 605-343-5984

BID FOR: Approx. 8,000 Gallons DYED DSL (50/50 WINTER BLEND)

AMOUNT OF BID:

(This bid includes all appropriate taxes and fees)

Signed By: Decline bid per email

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

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

Thank You



Highway Department <hwy@frcounty.org>


Diesel Bid

2 messages

Highway Department <hwy@frcounty.org>
To: hidway@gwtc.net

Mon, Mar 24, 2025 at 6:59 AM

Julie Silvernail- Office Manager
Fall River County Hwy Dept.
605-745-5137

 **HIDWAY FUEL DSL WINTER.doc**
24K

William Tanner <billtanner@tannerenterprises.onmicrosoft.com>
To: Highway Department <hwy@frcounty.org>

Mon, Mar 24, 2025 at 8:01 AM

Good morning!

No bid at this time.

Thank you,

Sandra Chiiders
Hi-D-Way Oil & Gas
605-662-5000

From: Highway Department <hwy@frcounty.org>
Sent: Monday, March 24, 2025 6:59 AM
To: hidway@gwtc.net <hidway@gwtc.net>
Subject: Diesel Bid

[Quoted text hidden]

Diesel Bid

Mon, Mar 24, 2025 at 8:51 AM

Mike Kulish <mkulish@mgoil.com>

To: Highway Department <hwy@frcounty.org>, OrderDesk <orderdesk@mgoil.com>

Decline todays bid. Winter Blend no longer available.

Mike Kulish

Fuel Operations Manager

3250 Eglin St.

Rapid City, SD 57703

O: 605-341-4550

M: 605-431-5063

E: Mkulish@mgoil.com



[Quoted text hidden]

HP OfficeJet Pro 8020 series

Fax Log for
Mar 24 2025 5:27am

Last Transaction

Date	Time	Type	Station ID	Duration	Pages	Result
				Digital Fax		
Mar 24	5:26am	Fax Sent	6057454188	0:36 N/A	1	OK

HP OfficeJet Pro 8020 series

Fax Log for
Mar 24 2025 5:33am

Last Transaction

Date	Time	Type	Station ID	Duration	Pages	Result
				Digital Fax		
Mar 24	5:32am	Fax Sent	6056625757	0:32 N/A	1	OK

Last Transaction

Date	Time	Type	Station ID	Duration	Pages	Result
				Digital Fax		
Mar 24	5:30am	Fax Sent	16053411899	0:35 N/A	1	OK



Highway Department <hwy@frcounty.org>

Diesel Bid

1 message

Highway Department <hwy@frcounty.org>

Mon, Mar 24, 2025 at 6:49 AM

To: Andrew Nelson <andrew_nelson@nelsonsoilandgas.com>

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Julie Silvernail- Office Manager
Fall River County Hwy Dept.
605-745-5137

 **Nelson's Fuel Quote Sheet DSL WINTER.doc**
23K



Highway Department <hwy@frcounty.org>

Diesel Bid

1 message

Highway Department <hwy@frcounty.org>
To: Bruce Vollan <bruce@vollanoil.com>, todd@vollanoil.com

Mon, Mar 24, 2025 at 6:51 AM

Julie Silvernail- Office Manager
Fall River County Hwy Dept.
605-745-5137

 **VOLLAN Fuel DSL WINTER BLEND (2).doc**
24K



Highway Department <hwy@frcounty.org>

Diesel Bid

1 message

Highway Department <hwy@frcounty.org>

Mon, Mar 24, 2025 at 6:52 AM

To: Michael Fazio <mfazio@cbhcoop.com>, Chance Hershey <CHERSHEY@cbhcoop.com>, HSDriver <HSDRIVER@cbhcoop.com>

Julie Silvernail- Office Manager
Fall River County Hwy Dept.
605-745-5137

 CBH FUEL DSL WINTER.doc
24K



Highway Department <hwy@frcounty.org>

Diesel Bid

1 message

Highway Department <hwy@frcounty.org>

Mon, Mar 24, 2025 at 6:53 AM

To: Mike Kulish <mkulish@mgoil.com>, orderdesk@mgoil.com

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Julie Silvernail- Office Manager
Fall River County Hwy Dept.
605-745-5137

 MG Oil Fuel DSL WINTER BLEND (1).doc
24K



Highway Department <hwy@frcounty.org>

Diesel Bid

1 message

Highway Department <hwy@frcounty.org>
To: hidway@gwtc.net

Mon, Mar 24, 2025 at 6:59 AM

Julie Silvernail- Office Manager
Fall River County Hwy Dept.
605-745-5137

 **HIDWAY FUEL DSL WINTER.doc**
24K

APPLICATION FOR PERMIT TO OCCUPY COUNTY HIGHWAY RIGHT-OF-WAY

TO: THE BOARD OF COUNTY COMMISSIONERS

DATE: February 19, 2025

FALL RIVER COUNTY,
HOT SPRINGS, SOUTH DAKOTA

GW PROJECT NUMBER: 28771; T25114

Application is hereby made by Golden West Telecommunications, South Dakota for permit to occupy highway right-of-way located from: West right of way line of Indian Canyon Rd north of SD Hwy 71/Cascade Rd
To: the east right of way line. Construction will consist of boring Indian Canyon Rd.

AERIAL FACILITIES: Location, type and size of the proposed line and anchors with respect to the centerline of the road or outer edge of the right-of-way and location of crossings showing any right-of-way are shown on Exhibit "A" (Sketch) attached.

UNDERGROUND FACILITIES: A sketch showing the approximate route and location of the proposed facility for which a permit is hereby requested is attached as Exhibit "A" and made a part hereof.

The following information is pertinent to the proposed installation:

1. Intended usage or rating: To provide service to the residence at 28765 Cascade Rd.
2. Pipe size, cable size and type: Cable: BFO 12; Duct: PVC Innerduct
3. Outside diameter: Cable: 0.56"; Duct: 1.660"
4. Maximum pressure at which pipeline will be operated: N/A
5. Size and Type of metal casing: N/A
6. Minimum depth of cable or pipeline: 36"
7. Casing will be installed by minimum size boring and will extend from toe of in-slope to toe of in-slope.
8. This installation will comply with the most recently adopted ASA, Code for Gas Transmission and Distribution Pipe systems or the National Safety Code. Marker sign(s) will be installed where appropriate.

The installation and maintenance of said utility facilities will not interfere with or impair construction, maintenance or use of any highway and will comply with all safety regulations of the State and Federal Government. When trenching is done on County R.O.W. the trenches must be tamped to avoid any settlement.

Future adjustments and maintenance will be in accordance with State and Federal Laws and Regulations and will be performed at not cost to the County or the Federal Government.

APPROVED _____ 20____

SUBMITTED February 19 _____ 20 25

County Chairman

Golden West Telecommunications

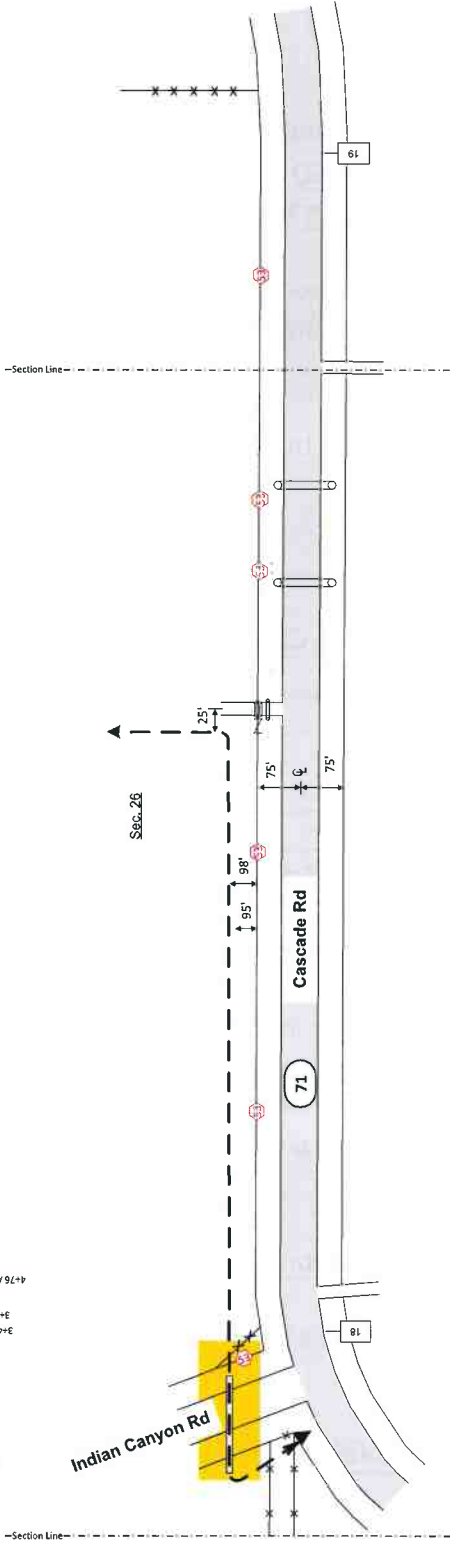
County Auditor

By Mickie Abell, SR/WA-EU

Right of Way Specialist

Title

0+00 HH
0+58 CL
3+40 MM18
3+76 PHLR
4+76 Approach



CONFIDENTIAL



Proposed Bore

State: South Dakota
 County: Fall River
 Twsp: 9S
 Range: 4E



As Staked

Golden West Telecommunications
 Name: Fall River County Highways
 WD: Hot Springs T25114
 Exch: Hot Springs
 Route: Indian Canyon Road
 ROW: Public and Private

Staked By:	CB	Date:	1/26/25
Revised By: <td>MLA</td> <td>Date:</td> <td>2/19/25</td>	MLA	Date:	2/19/25
Revised By:		Date:	
Revised By:		Date:	
Revised By:		Date:	
As Built By:		Date:	

Drawing Not To Scale	Sheet	1	of	1
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CAUTION: BURIED FACILITIES MAY BE PRESENT. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR LOCATING PRIOR TO CONSTRUCTION.

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

On this date 3-28-25, the Applicant hereby applies to the Fall River County Highway Department for permission to construct an approach road connection to the west side of (road name) Sunny Brook (road #) North of Hy 18 approximately at .75 south 23309 Sunny Brook Rd. The road approach will serve a Business and will be (residence, church, business, etc.) constructed between 4-1-25 and 5-1-25 at (beginning date) (completion date)

applicant's expense.

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

Name: Robbie Beguin Address: 6488-270th Lane Gordon Ne
Phone #: 308-360-1699 Signed: Robbie Beguin
(Property Owner)

TO BE COMPLETED BY FALL RIVER COUNTY HIGHWAY DEPARTMENT

Permit #: 3/28/2025
MO/DY/YR

PRELIMINARY INSPECTION: Date 3/28/2025 By: Tony N. Ward

Culvert Diameter None Culvert Length

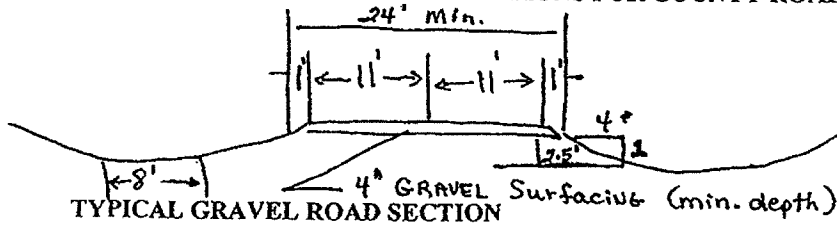
The crown of the presently traveled surface, including shoulder, to be continued at a distance of 20 feet from the nearest edge of the traveled surface of the road-shoulder facing the property.

Remarks: None

PERMIT: APPROVED DENIED

Tony N. Ward Date: 3/28/2025
Superintendent/Foreman

FALL RIVER COUNTY HIGHWAY DEPARTMENT
 SPECIFICATIONS FOR COUNTY ROADS AND APPROACHES

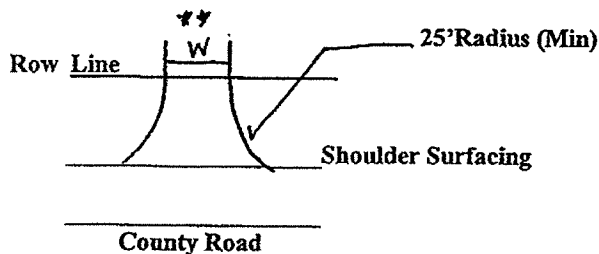


* Maximum slope is 4 to 1 (current Standard of the South Dakota DOT Steeper slopes are subject to the Approval of Fall River County

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

The following are standards which shall be met:

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



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

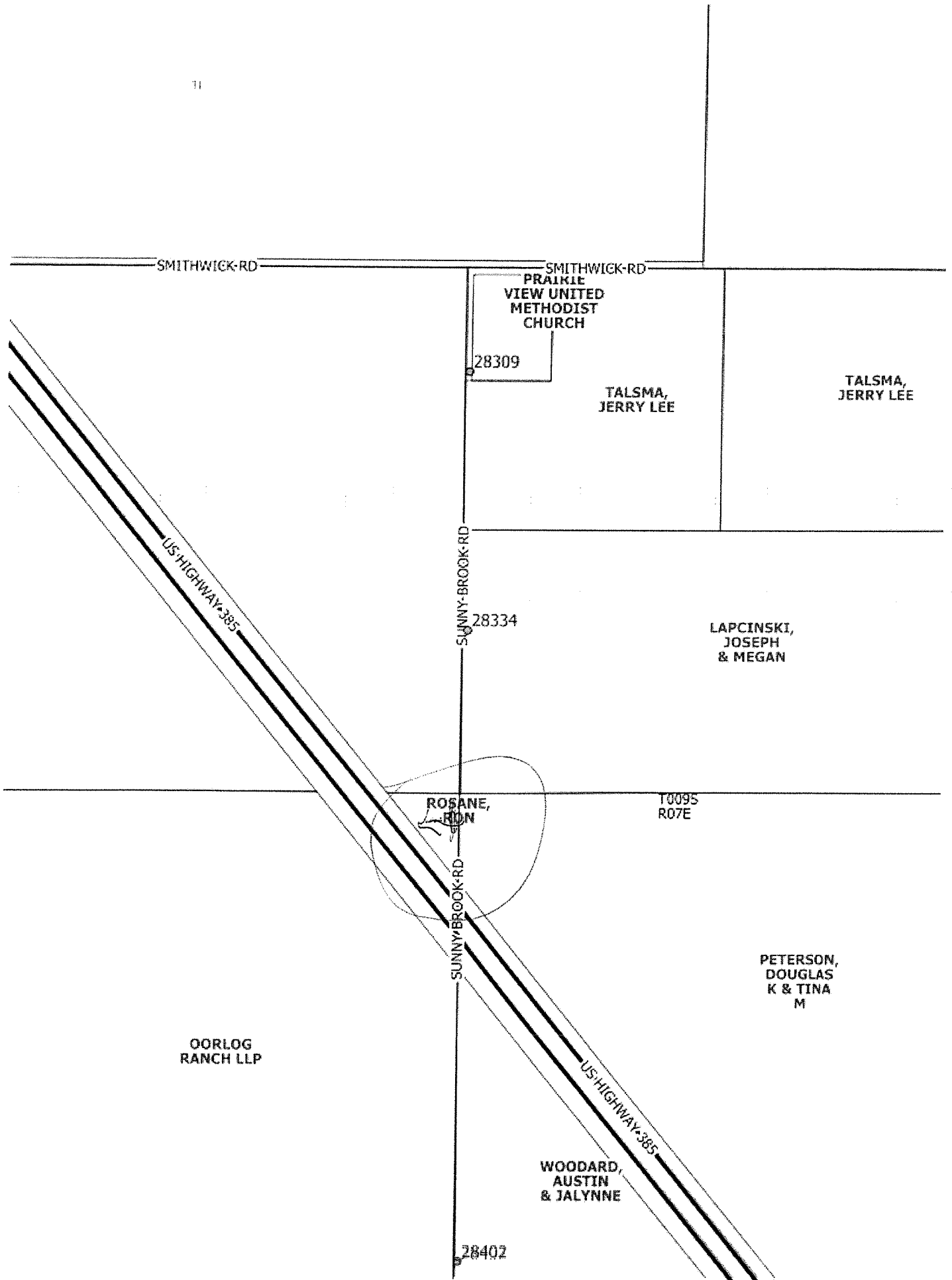
Maximum W - 50'

TYPICAL APPROACH DETAIL

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

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

RECOMMENDED BY: Cathy M. Wood 3/28/2025
 FALL RIVER COUNTY HIGHWAY SUPERINTENDENT DATE



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

On this date 3/27/25, the Applicant hereby applies to the Fall River County Highway Department for permission to construct an approach road connection to the north side of (road name) old Hwy 18 6 miles East (road #) approximately at: 100 feet west of 28558 Old Hwy 18 driveway
The road approach will serve a driveway and will be (residence, church, business, etc.)
constructed between 4/01/25 and 4/30/25 at (beginning date) (completion date)

applicant's expense.

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

Name: Kerry O. Barker Address: 28511 old Hwy 18
Phone #: 605 890-1300 Signed: Kerry O. Barker
(Property Owner)

TO BE COMPLETED BY FALL RIVER COUNTY HIGHWAY DEPARTMENT

Permit #: 3 27 25
MO/DY/YR

PRELIMINARY INSPECTION: Date 3/27/2025 By: Tony March

Culvert Diameter 18" Culvert Length 24'

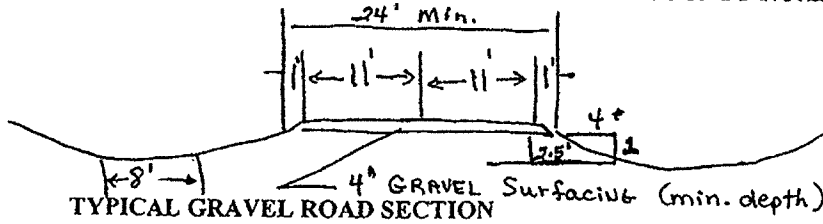
The crown of the presently traveled surface, including shoulder, to be continued at a distance of 20 feet from the nearest edge of the traveled surface of the road-shoulder facing the property.

Remarks: _____

PERMIT: APPROVED DENIED

Tony M. March Date: 3/27/2025
Superintendent/Foreman

FALL RIVER COUNTY HIGHWAY DEPARTMENT
SPECIFICATIONS FOR COUNTY ROADS AND APPROACHES

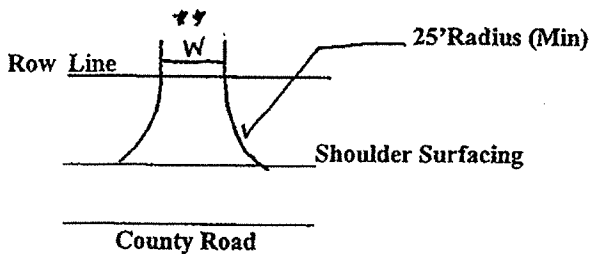


* Maximum slope is 4 to 1 (current Standard of the South Dakota DOT Steeper slopes are subject to the Approval of Fall River County

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

The following are standards which shall be met:

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



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

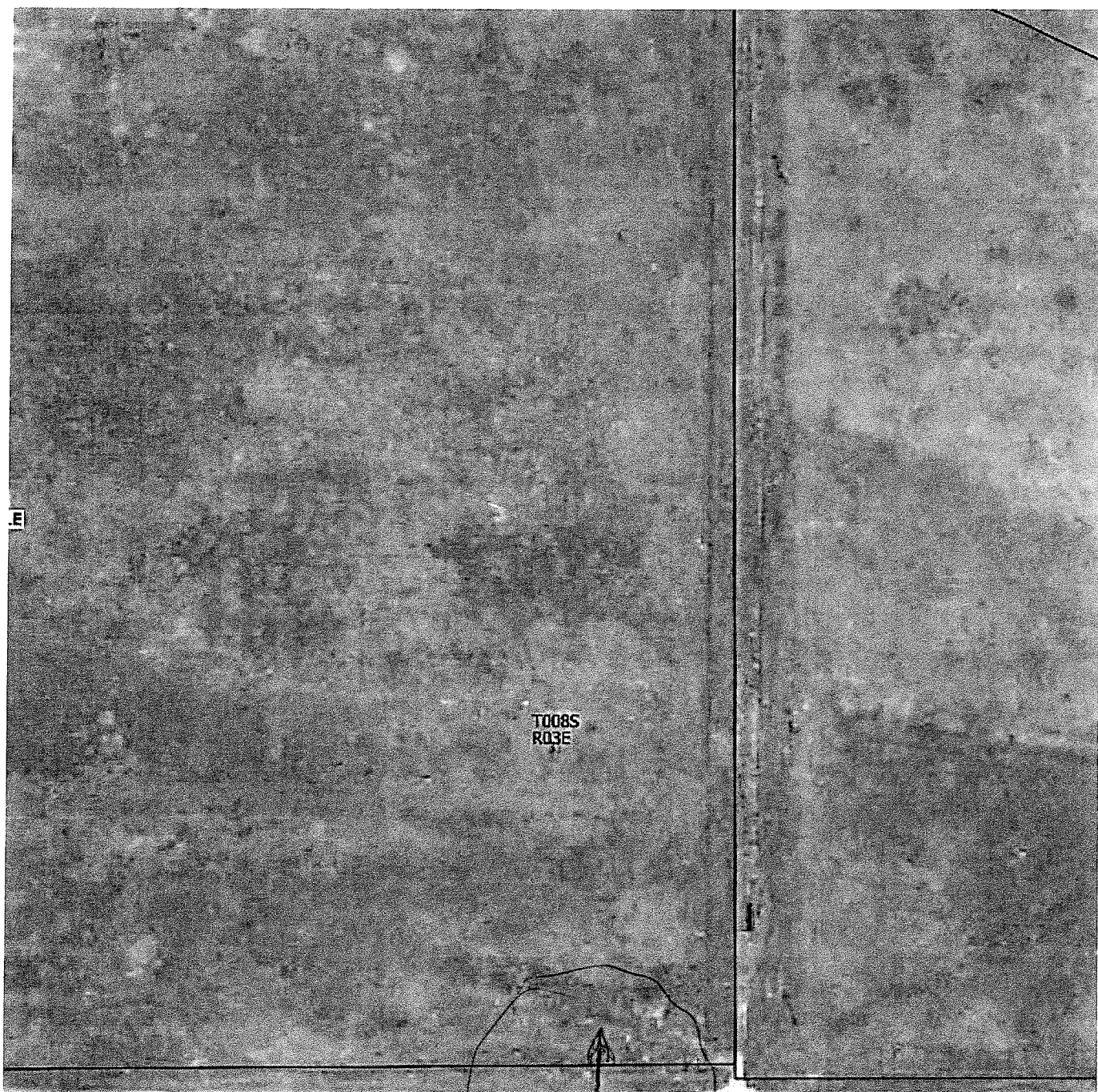
Maximum W - 50'

TYPICAL APPROACH DETAIL

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

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

RECOMMENDED BY: Tony N. New
FALL RIVER COUNTY HIGHWAY SUPERINTENDENT DATE 3/27/2025



11

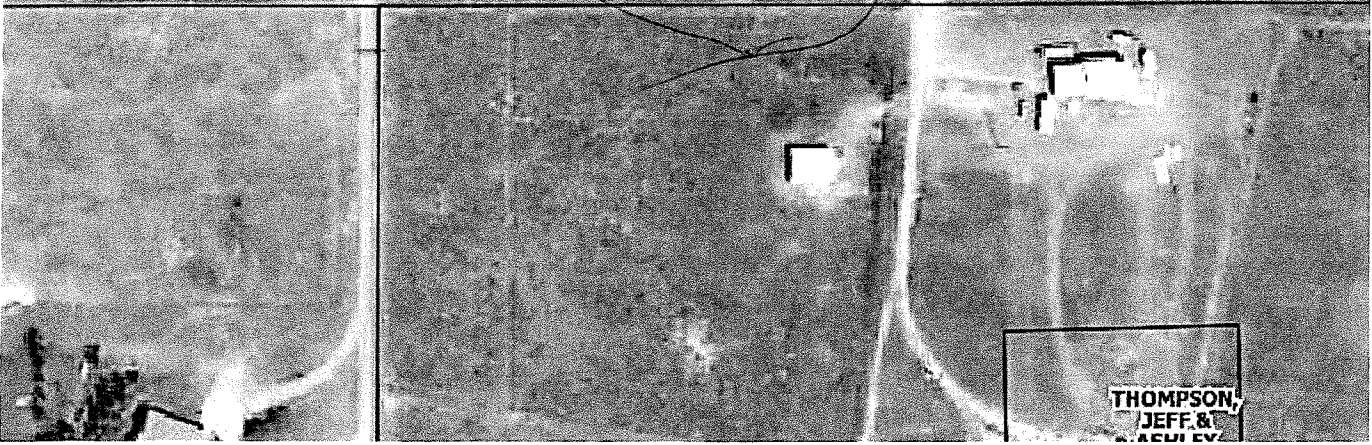
T008S
R03E



28566

28558

OLD HIGHWAY-18



THOMPSON,
JEFF. &
KATHLEEN

PREPARED BY:
Name: Indian Creek Cattle LLP (Gordon Hughson)
Address: 32296 190th St
Telephone #: Sleepy Eye Mn 56085
(605) 440-3585
(507) 794-3911

FALL RIVER COUNTY PIPELINE EASEMENT

This Pipeline Easement is made and entered into this _____ day of _____, 20____, by and between Fall River County, a political subdivision of the State of South Dakota, Grantor, hereinafter referred to as "County" acting by and through its Board of County Commissioners and Indian Creek Cattle Landowner(s), hereinafter referred to as "Grantee(s)", whose Post Office address is (are): 32296 190th St, Sleepy Eye Mn and _____ 56085

I.

County, as Grantor, hereby grants and conveys to the above Landowner(s), as Grantee(s), a permanent, continuing, (15) fifteen foot wide easement for a pipeline, including replacement, maintenance, and repair of the pipeline and its associated values, meter pits and other components as need be, upon the terms and conditions set forth hereinafter, over, upon, under and across Fall River County Highway # W Ardmore Rd

Easement to be in that area adjacent to the SE Quarter of the SE Quarter of the SE Quarter of the SE Quarter of the SE Quarter, Section 10 in Township 12 South, Range 3 East, and the SE Quarter of the SE Quarter, Section 10 in Township 12 South, Range 3 East, of the Black Hills Meridian, Fall River County, South Dakota.

And

The pipeline to run from the SE Quarter of the SE Quarter of Section 10 in Township 12 South, Range 3 East, to the SE Quarter of the SE Quarter, Section 10 in Township 12 South, Range 3 East, of the Black Hills Meridian, Fall River County, South Dakota.

General location to be marked on attached Fall River County Map. (line through road affected in the general location).

II.

That the terms and conditions upon which the above identified easement is granted and which is subject to and based upon, and upon which it is given, are as follows:

- a. That the Grantee(s) shall for the purpose of inspection, notify Fall River County Water Users District at (605)745-7648 or Fall River County Highway Dept. at (605)745-5137 in

PIPELINE EASEMENT CONT'D

advance, before pipe is placed or covered.

b. That the Grantee(s) shall be solely responsible for the cost of installation, maintenance, repair and replacement of said pipeline without contribution on the part of the County.

c. That Grantee(s) shall use the pipeline solely for the benefit of the real property identified in the above Paragraph "I". And such other real property belonging to Grantee(s) that is contiguous thereto.

d. That Grantee(s) shall not be entitled to use this easement for any other purpose not provided for herein.

e. That Grantee(s) shall be solely responsible for securing and maintaining any and all permits, licenses or other agreements with the State of South Dakota or any other governmental agency with respect to the construction, maintenance, repair and replacement of said pipeline.

f. That Grantee(s) shall indemnify and hold the County harmless from any and all claims, causes of action or damages which may be alleged or have occurred or been caused result of the Grantee(s)'s use of this easement, the pipeline or the negligence of the Grantee(s), their agents or employees with respect thereto.

g. That Grantee(s) shall maintain, repair, and replace, construct, install and place the pipeline in such a manner so as not to interfere with the use of the real property by the County or its successors and assigns.

h. That Grantee(s) agrees that with any disturbance of the ground during repair, placement, replacement or otherwise that thereafter Grantee(s) shall restore the ground to its natural terrain and in the same condition as the existing roadway at the completion of any such activity.

i. That Grantee(s) agrees to bury the pipeline in the earth at least seven (7) feet deep and shall erect a sign at the location of the roadway marking the location of the pipeline with a steel post and steel sign identifying the existence of the pipeline and that installing the pipeline the parties understand and agree that the easement is for one and a quarter (1 ¼) inch pipeline which shall be sheltered in a two (2) inch casement. Grantee(s) also agree(s) that if the pipeline is to cross a County road that is paved that the above conditions apply except that the Grantee(s) agree(s) to bore under said road to install said pipeline.

j. That Grantee(s) shall have the right of ingress and egress upon County's real estate herein contemplated for purposes of constructing, repairing, maintaining and replacing said pipeline in order to keep it serviceable and in a useable condition. That said

PIPELINE EASEMENT CONT'D

construction, repair, maintenance and replacement shall be done at Grantee(s)'s cost.

III.

That the consideration for this easement is One Dollar (\$1.00) and other good and valuable Consideration.

IV.

The parties further agree that this easement and all its terms and conditions shall inure to and be for the benefit of the parties to this agreement, as well as for their respective heirs, successors in interest and assigns.

Fall River County, Grantor

By: _____
Chairman
Fall River County Commissioners

ATTEST:

Fall River County Auditor

STATE OF SOUTH DAKOTA)
SS)
COUNTY OF FALL RIVER)

On this _____ day of _____, _____, before me
_____, the undersigned officer, personally
appeared _____, known to me or satisfactorily proven
to be Chairman of the Fall River County Board of Commissioners, and acknowledged to
me that he/she executed the same on behalf of Fall River County, a Political Subdivision
of the State of South Dakota in his/her capacity as Chairman of the Fall River County
Commission, for the purposes therein contained.

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

My Commission Expires:

(SEAL)

Notary Public – South Dakota

PIPELINE EASEMENT CONT'D

Owner as Grantee

By: Gordon Hughes and Auth Simer Fr Indian Creek Cattle

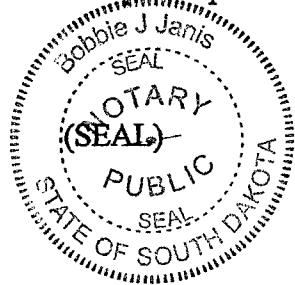
STATE OF South Dakota)
) SS)
COUNTY OF Fall River)

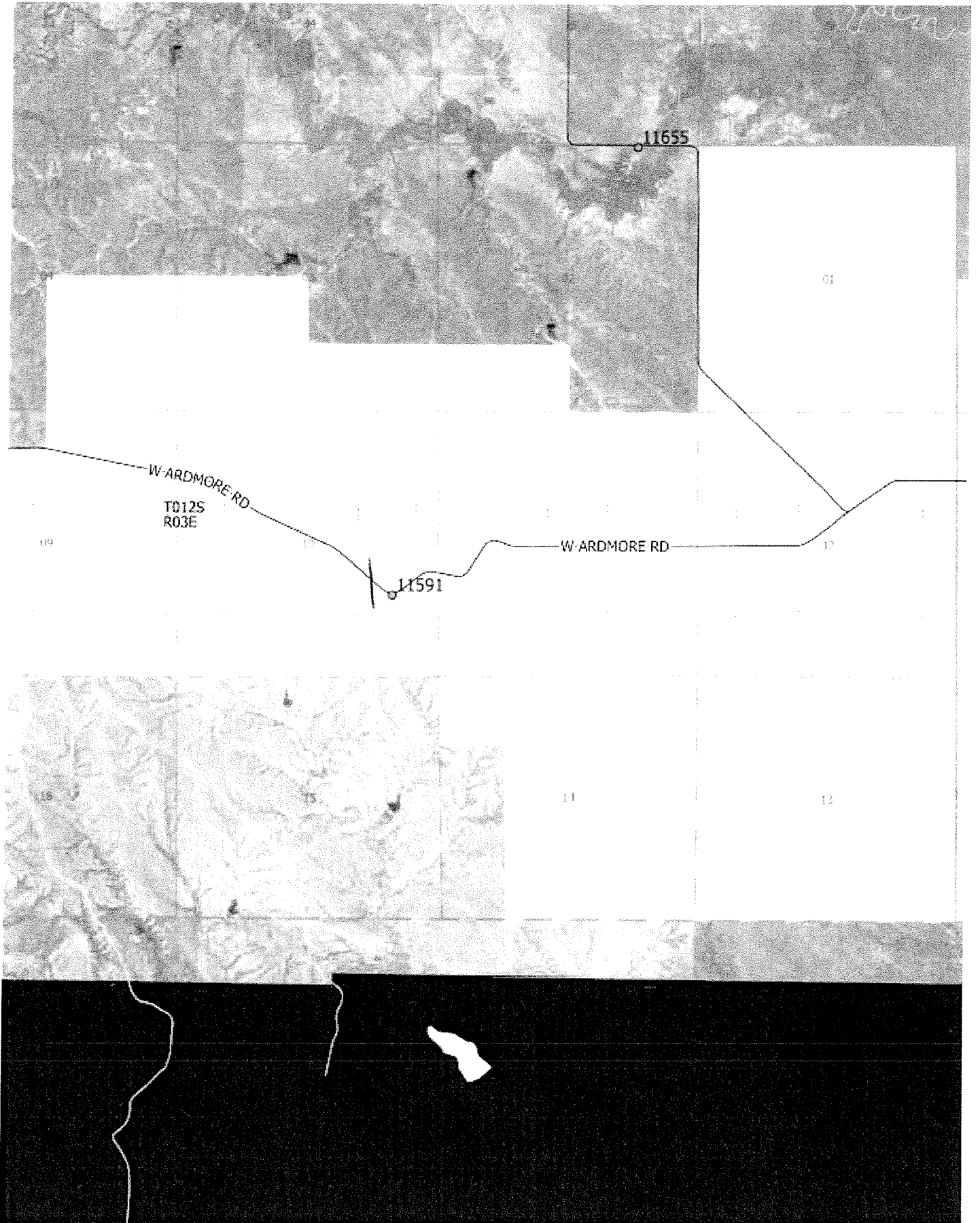
On this 31st day of March, 2025, before me, Gordon Hughes, the undersigned officer, personally known to me or satisfactorily proven to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose therein contained.

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

Bobbie J Janis
Notary Public

My commission Expires: May 18, 2027





PREPARED BY:

Name: Indian Creek Cattle LHP (Gordon Hughson)

Address: 32296 190th St
Sleepy Eye Mn 56085

Telephone #: (605) 440-3565
(507) 794-3911

FALL RIVER COUNTY
PIPELINE EASEMENT

This Pipeline Easement is made and entered into this _____ day of _____, 20____, by and between Fall River County, a political subdivision of the State of South Dakota, Grantor, hereinafter referred to as "County" acting by and through its Board of County Commissioners and Indian Creek Cattle and _____ Landowner(s), hereinafter referred to as "Grantee(s)", whose Post Office address is (are): 32296 190th St Sleepy Eye Mn and _____ 56085

I.

County, as Grantor, hereby grants and conveys to the above Landowner(s), as Grantee(s), a permanent, continuing, (15) fifteen foot wide easement for a pipeline, including replacement, maintenance, and repair of the pipeline and its associated values, meter pits and other components as need be, upon the terms and conditions set forth hereinafter, over, upon, under and across Fall River County Highway # Crow Dam Rd

Easement to be in that area adjacent to the SW Quarter of the SE Quarter of the _____ Section 1 in Township 11 South, Range 3 East, and the SE Quarter of the SW Quarter, Section 1 in Township 11 South, Range 3 East, of the Black Hills Meridian, Fall River County, South Dakota.

And

The pipeline to run from the NE Quarter of the NW Quarter of Section 12 in Township 11 South, Range 3 East, to the SW Quarter of the SE Quarter, Section 1 in Township 11 South, Range 3 East, of the Black Hills Meridian, Fall River County, South Dakota.

General location to be marked on attached Fall River County Map. (line through road affected in the general location).

II.

That the terms and conditions upon which the above identified easement is granted and which is subject to and based upon, and upon which it is given, are as follows:

- a. That the Grantee(s) shall for the purpose of inspection, notify Fall River County Water Users District at (605)745-7648 or Fall River County Highway Dept. at (605)745-5137 in

PIPELINE EASEMENT CONT'D

advance, before pipe is placed or covered.

b. That the Grantee(s) shall be solely responsible for the cost of installation, maintenance, repair and replacement of said pipeline without contribution on the part of the County.

c. That Grantee(s) shall use the pipeline solely for the benefit of the real property identified in the above Paragraph "I". And such other real property belonging to Grantee(s) that is contiguous thereto.

d. That Grantee(s) shall not be entitled to use this easement for any other purpose not provided for herein.

e. That Grantee(s) shall be solely responsible for securing and maintaining any and all permits, licenses or other agreements with the State of South Dakota or any other governmental agency with respect to the construction, maintenance, repair and replacement of said pipeline.

f. That Grantee(s) shall indemnify and hold the County harmless from any and all claims, causes of action or damages which may be alleged or have occurred or been causes result of the Grantee(s)'s use of this easement, the pipeline or the negligence of the Grantee(s), their agents or employees with respect thereto.

g. That Grantee(s) shall maintain, repair, and replace, construct, install and place the pipeline in such a manner so as not to interfere with the use of the real property by the County or its successors and assigns.

h. That Grantee(s) agrees that with any disturbance of the ground during repair, placement, replacement or otherwise that thereafter Grantee(s) shall restore the ground to its natural terrain and in the same condition as the existing roadway at the completion of any such activity.

i. That Grantee(s) agrees to bury the pipeline in the earth at least seven (7) feet deep and shall erect a sign at the location of the roadway marking the location of the pipeline with a steel post and steel sign identifying the existence of the pipeline and that installing the pipeline the parties understand and agree that the easement is for one and a quarter (1 ¼) inch pipeline which shall be sheltered in a two (2) inch casement. Grantee(s) also agree(s) that if the pipeline is to cross a County road that is paved that the above conditions apply except that the Grantee(s) agree(s) to bore under said road to install said pipeline.

j. That Grantee(s) shall have the right of ingress and egress upon County's real estate herein contemplated for purposes of constructing, repairing, maintaining and replacing said pipeline in order to keep it serviceable and in a useable condition. That said

PIPELINE EASEMENT CONT'D

construction, repair, maintenance and replacement shall be done at Grantee(s)'s cost.

III.

That the consideration for this easement is One Dollar (\$1.00) and other good and valuable Consideration.

IV.

The parties further agree that this easement and all its terms and conditions shall inure to and be for the benefit of the parties to this agreement, as well as for their respective heirs, successors in interest and assigns.

Fall River County, Grantor

By: _____
Chairman
Fall River County Commissioners

ATTEST:

Fall River County Auditor

STATE OF SOUTH DAKOTA)
SS)
COUNTY OF FALL RIVER)

On this _____ day of _____, before me
_____, the undersigned officer, personally
appeared _____, known to me or satisfactorily proven
to be Chairman of the Fall River County Board of Commissioners, and acknowledged to
me that he/she executed the same on behalf of Fall River County, a Political Subdivision
of the State of South Dakota in his/her capacity as Chairman of the Fall River County
Commission, for the purposes therein contained.

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

My Commission Expires:

Notary Public -- South Dakota

(SEAL)

PIPELINE EASEMENT CONT'D

Owner as Grantee

By: Gordon Hughes and Auth Signer For Indian Creek Cattle

STATE OF South Dakota)

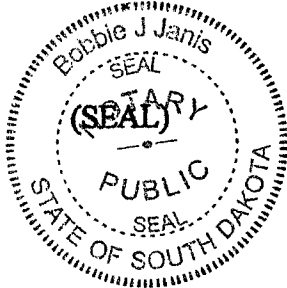
COUNTY OF Fall River) SS)

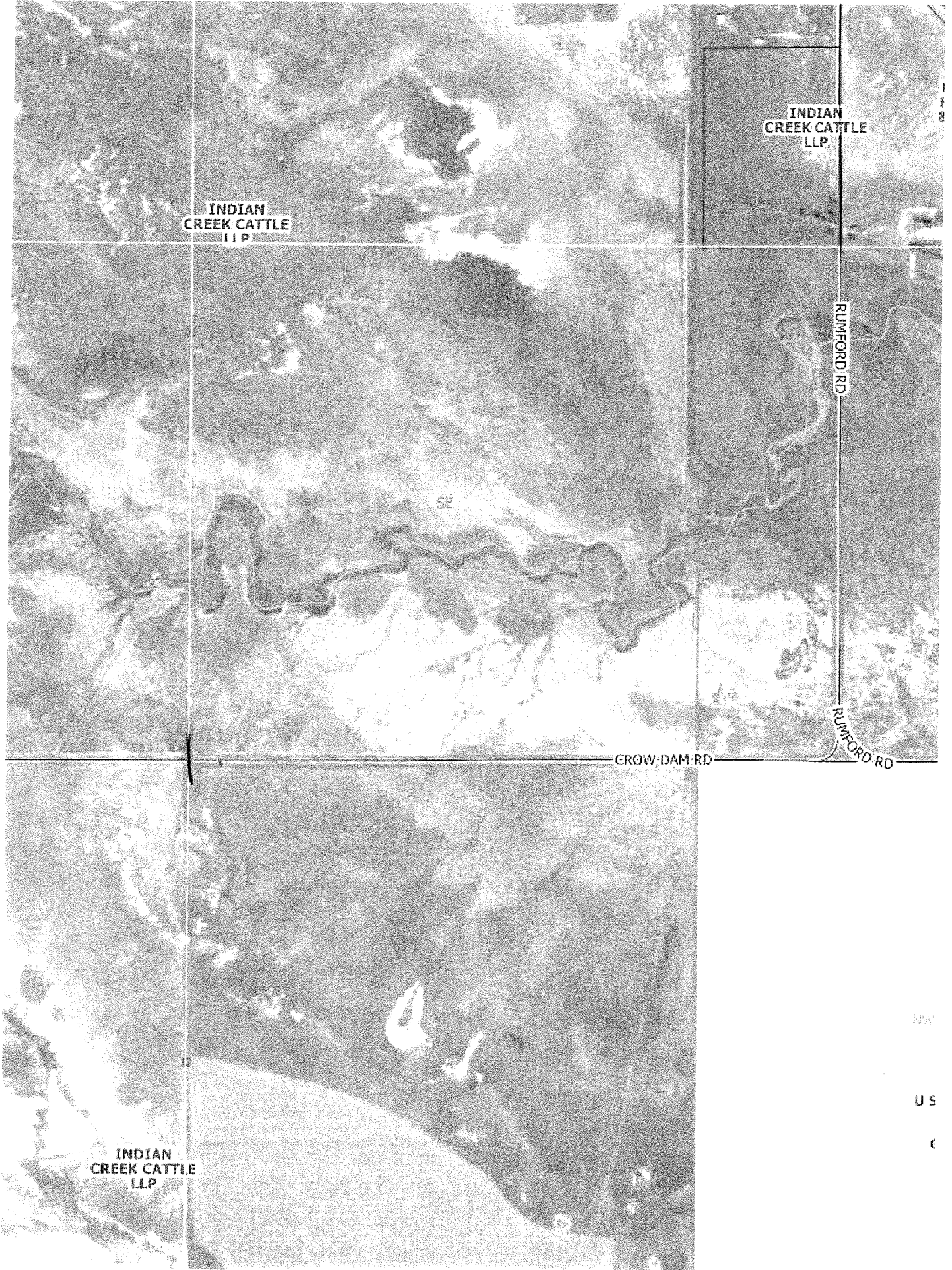
On this 31st day of March, 2025, before me, Gordon Hughes, the undersigned officer, personally known to me or satisfactorily proven to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose therein contained.

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

Bobbie J Janis
Notary Public

My commission Expires: May 18, 2027





INDIAN
CREEK CATTLE
LLP

INDIAN
CREEK CATTLE
LLP

RUMFORD RD

CROW DAM RD

RUMFORD RD

INDIAN
CREEK CATTLE
LLP

I
F
8

U S

C

PREPARED BY:

Name: Indron Creek Cattle LLP (Gordon Hughson)

Address: 32296 190th SE

Telephone #: Sleepy Eye Mn 56085

(605) 440-3566

(507) 794-3911

**FALL RIVER COUNTY
PIPELINE EASEMENT**

This Pipeline Easement is made and entered into this _____ day of _____, 20____, by and between Fall River County, a political subdivision of the State of South Dakota, Grantor, hereinafter referred to as "County" acting by and through its Board of County Commissioners and Indian Creek Cattle Landowner(s), hereinafter referred to as "Grantee(s)", whose Post Office address is (are): 32296 190th SE Sleepy Eye Mn and _____ 56085

I.

County, as Grantor, hereby grants and conveys to the above Landowner(s), as Grantee(s), a permanent, continuing, (15) fifteen foot wide easement for a pipeline, including replacement, maintenance, and repair of the pipeline and its associated values, meter pits and other components as need be, upon the terms and conditions set forth hereinafter, over, upon, under and across Fall River County Highway # Crow Dam, Rd

Easement to be in that area adjacent to the NW Quarter of the NW Quarter of the SE Section 11 in Township 11 South, Range 3 East, and the SE Quarter of the NW Quarter, Section 11 in Township 11 South, Range 3 East, of the Black Hills Meridian, Fall River County, South Dakota.

And

The pipeline to run from the NW Quarter of the NW Quarter of Section 11 in Township 11 South, Range 3 East, to the SE Quarter of the NW Quarter, Section 11 in Township 11 South, Range 3 East, of the Black Hills Meridian, Fall River County, South Dakota.

General location to be marked on attached Fall River County Map. (line through road affected in the general location).

II.

That the terms and conditions upon which the above identified easement is granted and which is subject to and based upon, and upon which it is given, are as follows:

- a. That the Grantee(s) shall for the purpose of inspection, notify Fall River County Water Users District at (605)745-7648 or Fall River County Highway Dept. at (605)745-5137 in

PIPELINE EASEMENT CONT'D

advance, before pipe is placed or covered.

b. That the Grantee(s) shall be solely responsible for the cost of installation, maintenance, repair and replacement of said pipeline without contribution on the part of the County.

c. That Grantee(s) shall use the pipeline solely for the benefit of the real property identified in the above Paragraph "F". And such other real property belonging to Grantee(s) that is contiguous thereto.

d. That Grantee(s) shall not be entitled to use this easement for any other purpose not provided for herein.

e. That Grantee(s) shall be solely responsible for securing and maintaining any and all permits, licenses or other agreements with the State of South Dakota or any other governmental agency with respect to the construction, maintenance, repair and replacement of said pipeline.

f. That Grantee(s) shall indemnify and hold the County harmless from any and all claims, causes of action or damages which may be alleged or have occurred or been causes result of the Grantee(s)'s use of this easement, the pipeline or the negligence of the Grantee(s), their agents or employees with respect thereto.

g. That Grantee(s) shall maintain, repair, and replace, construct, install and place the pipeline in such a manner so as not to interfere with the use of the real property by the County or its successors and assigns.

h. That Grantee(s) agrees that with any disturbance of the ground during repair, placement, replacement or otherwise that thereafter Grantee(s) shall restore the ground to its natural terrain and in the same condition as the existing roadway at the completion of any such activity.

i. That Grantee(s) agrees to bury the pipeline in the earth at least seven (7) feet deep and shall erect a sign at the location of the roadway marking the location of the pipeline with a steel post and steel sign identifying the existence of the pipeline and that installing the pipeline the parties understand and agree that the easement is for one and a quarter (1 ¼) inch pipeline which shall be sheltered in a two (2) inch casement. Grantee(s) also agree(s) that if the pipeline is to cross a County road that is paved that the above conditions apply except that the Grantee(s) agree(s) to bore under said road to install said pipeline.

j. That Grantee(s) shall have the right of ingress and egress upon County's real estate herein contemplated for purposes of constructing, repairing, maintaining and replacing said pipeline in order to keep it serviceable and in a useable condition. That said

PIPELINE EASEMENT CONT'D

construction, repair, maintenance and replacement shall be done at Grantee(s)'s cost.

III.

That the consideration for this easement is One Dollar (\$1.00) and other good and valuable Consideration.

IV.

The parties further agree that this easement and all its terms and conditions shall inure to and be for the benefit of the parties to this agreement, as well as for their respective heirs, successors in interest and assigns.

Fall River County, Grantor

By: _____
Chairman
Fall River County Commissioners

ATTEST:

Fall River County Auditor

STATE OF SOUTH DAKOTA)
 SS)
COUNTY OF FALL RIVER)

On this _____ day of _____, before me
appeared _____, the undersigned officer, personally
to be Chairman of the Fall River County Board of Commissioners, and acknowledged to
me that he/she executed the same on behalf of Fall River County, a Political Subdivision
of the State of South Dakota in his/her capacity as Chairman of the Fall River County
Commission, for the purposes therein contained.

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

My Commission Expires:

(SEAL)

Notary Public – South Dakota

PIPELINE EASEMENT CONT'D

Owner as Grantee

By: Gordon Hughes and Auth Signer For Indian Creek Co H Co

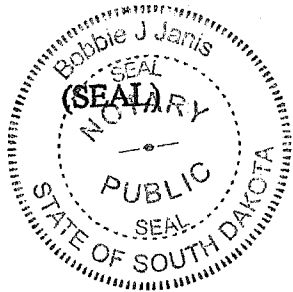
STATE OF South Dakota
COUNTY OF Fall River SS)

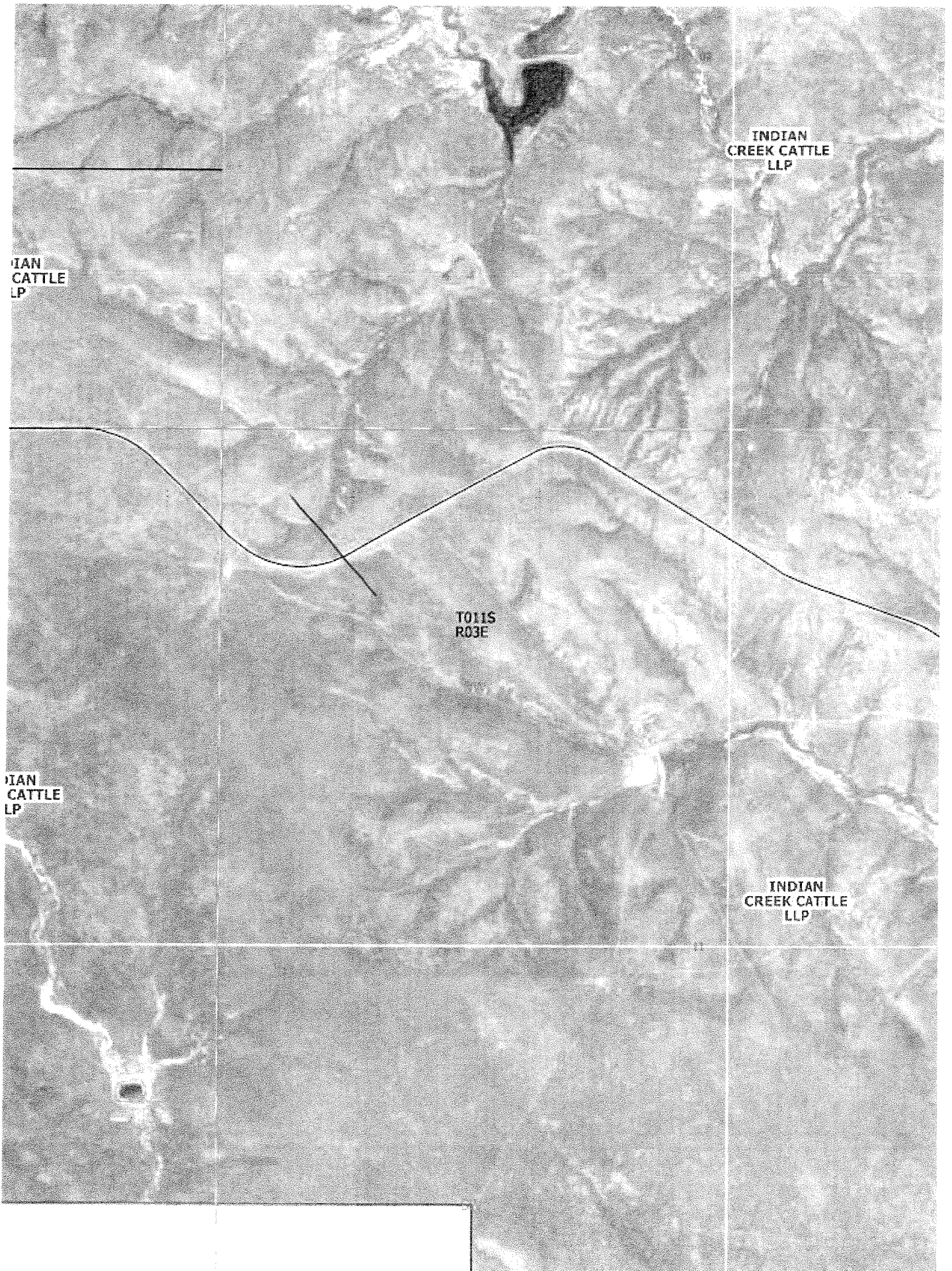
On this 31st day of March, 2025, before me, Gordon Hughes, the undersigned officer, personally known to me or satisfactorily proven to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose therein contained.

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

Bobbie J Janis
Notary Public

My commission Expires: May 18, 2027





INDIAN
CREEK CATTLE
LLP

IAN
CATTLE
LP

T011S
R03E

IAN
CATTLE
LP

INDIAN
CREEK CATTLE
LLP

PREPARED BY:

Name: Indian Creek Cattle LP (Gordon Hughson)
Address: 32296 190th St
Sleepy Eye Mn 56085
Telephone #: (605) 440-3565
(507) 794-3911

**FALL RIVER COUNTY
PIPELINE EASEMENT**

This Pipeline Easement is made and entered into this 31 day of March, 2025, by and between Fall River County, a political subdivision of the State of South Dakota, Grantor, hereinafter referred to as "County" acting by and through its Board of County Commissioners and Indian Creek Cattle LP and Landowner(s), hereinafter referred to as "Grantee(s)", whose Post Office address is (are): 32296 190th St Sleepy Eye Mn and 56085

I.

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Easement to be in that area adjacent to the NW Quarter of the SW Quarter of the SE, Section 31 in Township 10 South, Range 4 East, and the SW Quarter of the NW Quarter of the SE Quarter, Section 31 in Township 10 South, Range 4 East, of the Black Hills Meridian, Fall River County, South Dakota.

And

The pipeline to run from the SW Quarter of the SE Quarter of Section 31 in Township 10 South, Range 4 East, to the NW Quarter of the SE Quarter, Section 31 in Township 10 South, Range 4 East, of the Black Hills Meridian, Fall River County, South Dakota.

General location to be marked on attached Fall River County Map. (line through road affected in the general location).

II.

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PIPELINE EASEMENT CONT'D

advance, before pipe is placed or covered.

b. That the Grantee(s) shall be solely responsible for the cost of installation, maintenance, repair and replacement of said pipeline without contribution on the part of the County.

c. That Grantee(s) shall use the pipeline solely for the benefit of the real property identified in the above Paragraph "I". And such other real property belonging to Grantee(s) that is contiguous thereto.

d. That Grantee(s) shall not be entitled to use this easement for any other purpose not provided for herein.

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PIPELINE EASEMENT CONT'D

Owner as Grantee

By: Gordon Hughes and Auth Signer For Indian Creek Cattle

STATE OF South Dakota)

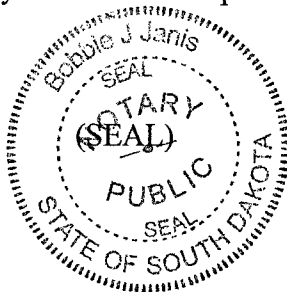
COUNTY OF Fall River)
SS)

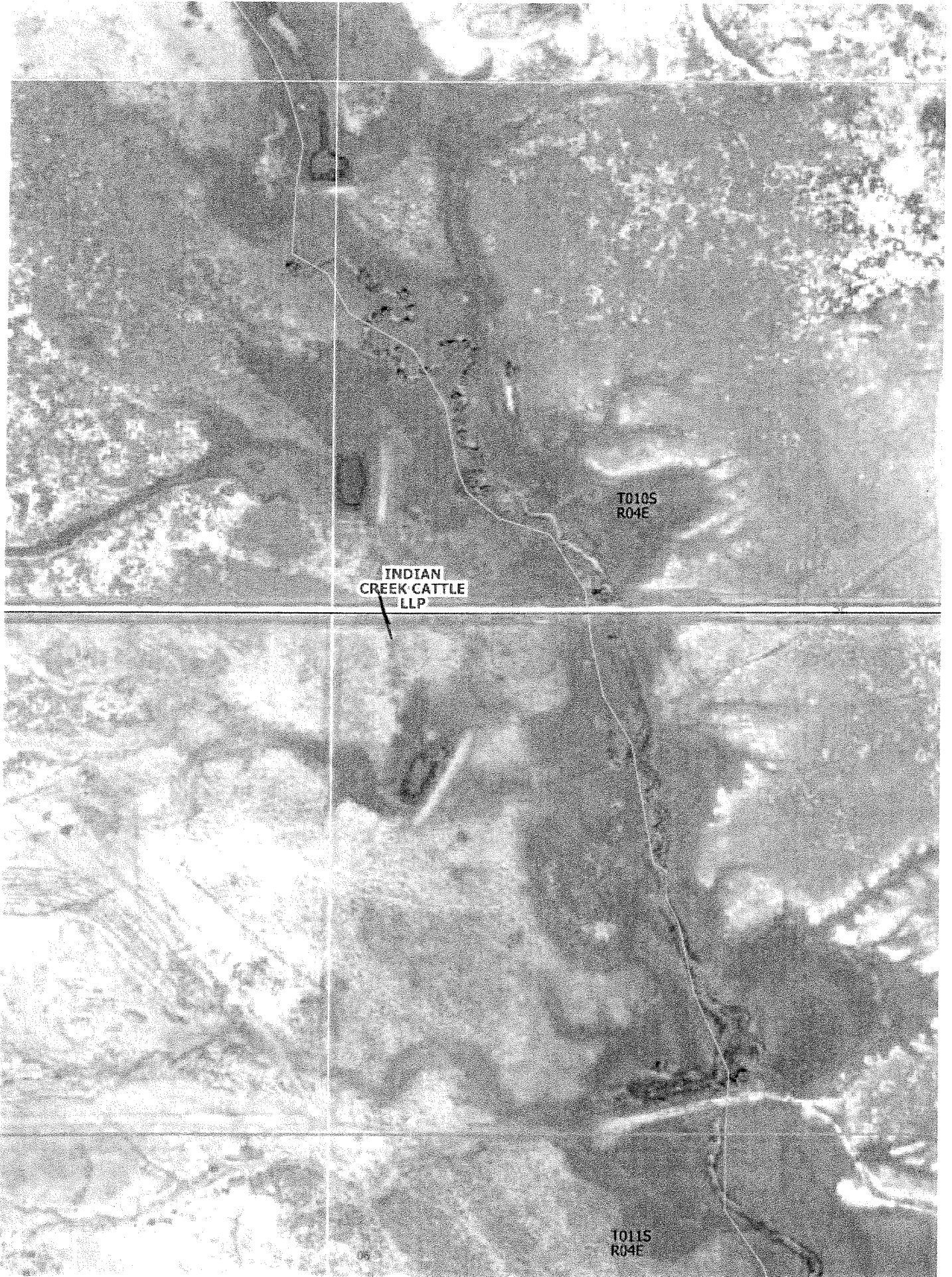
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IN THE WITNESS WHEREOF I hereunto set my hand and official seal.

Bobbie J Janis
Notary Public

My commission Expires: May 18, 2027





INDIAN
CREEK CATTLE
LLP

T010S
R04E

T011S
R04E

PREPARED BY:

Name: Indian Creek Cattle LLP (Gordon Hughson)

Address: 32296 190th St

Telephone #: Sleepy Eye MN 56085

(605) 440-3565

(507) 794-3911

**FALL RIVER COUNTY
PIPELINE EASEMENT**

This Pipeline Easement is made and entered into this _____ day of _____, 20____, by and between Fall River County, a political subdivision of the State of South Dakota, Grantor, hereinafter referred to as "County" acting by and through its Board of County Commissioners and Indian Creek Cattle LLP, Landowner(s), hereinafter referred to as "Grantee(s)", whose Post Office address is (are): 32296 190th St Sleepy Eye MN and _____ 56085

I.

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Easement to be in that area adjacent to the SE Quarter of the SE Quarter of the _____, Section 3 in Township 11 South, Range 3 East, and the NE Quarter of the NE Quarter, Section 10 in Township 11 South, Range 3 East, of the Black Hills Meridian, Fall River County, South Dakota.

And
The pipeline to run from the SE Quarter of the SE Quarter of Section 3 in Township 11 South, Range 3 East, to the NE Quarter of the NE Quarter, Section 10 in Township 11 South, Range 3 East, of the Black Hills Meridian, Fall River County, South Dakota.

General location to be marked on attached Fall River County Map. (line through road affected in the general location).

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PIPELINE EASEMENT CONT'D

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PIPELINE EASEMENT CONT'D

construction, repair, maintenance and replacement shall be done at Grantee(s)'s cost.

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The parties further agree that this easement and all its terms and conditions shall inure to and be for the benefit of the parties to this agreement, as well as for their respective heirs, successors in interest and assigns.

Fall River County, Grantor

By: _____

Chairman

Fall River County Commissioners

ATTEST:

Fall River County Auditor

STATE OF SOUTH DAKOTA)

SS)

COUNTY OF FALL RIVER)

On this _____ day of _____, _____, before me
_____, the undersigned officer, personally
appeared _____, known to me or satisfactorily proven
to be Chairman of the Fall River County Board of Commissioners, and acknowledged to
me that he/she executed the same on behalf of Fall River County, a Political Subdivision
of the State of South Dakota in his/her capacity as Chairman of the Fall River County
Commission, for the purposes therein contained.

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

My Commission Expires:

Notary Public – South Dakota

(SEAL)

PIPELINE EASEMENT CONT'D

Owner as Grantee

By: Gordon Hefner and Auth. Signer For Indian Creek Cattle

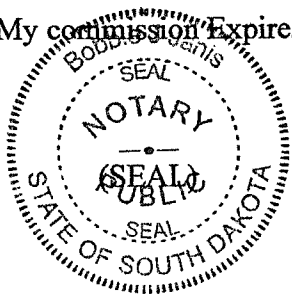
STATE OF South Dakota)
COUNTY OF Fall River) SS)

On this 31st day of March, 2025, before me, Gordon Hughson, the undersigned officer, personally known to me or satisfactorily proven to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose therein contained.

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

Bobbie J Janis
Notary Public

My commission Expires: May 18, 2027



NW

KOOTKER
DAIRY FARMS
INC

NE

BARKLEY
RANCH INC

INDIAN
CREEK CATTLE
LLP

TOLIS
R03E

BARKLEY
RANCH INC

INDIAN
CREEK CATTLE
LLP

**SECTION 00510
Notice of Award**

Date: 3/20/25

Project: 2025 Asphalt Surface Treatment	
Owner: Fall River County	Owner's Contract No.:
Contract:	Engineer's Project No.: 2403086
Contractor: Bituminous Paving, Inc.	
Contractor's Address: PO Box 6, Ortonville, MN 56278	

You are notified that your Bid dated March 20, 2025 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for 2025 Asphalt Surface Treatment.

The Contract Price of your Contract is \$263,633.80

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner two (2) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Bidders and General Conditions (Paragraph 5.01).
3. Other conditions precedent:
Certificates of Insurance

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner

Given by: _____
Authorized Signature

Title

Date

Copy to Engineer



Agenda Items - Fall River County

1 message

Teresa Pullen <Teresa.Pullen@frcounty.org>
To: agenda@frcounty.org

Mon, Mar 31, 2025 at 10:51 AM

Hire approval - part time (Oglala Lakota County has in my budget funds for a part time employee)

County Lien Explanation - see attached

Discussion of the write off of certain outstanding County Liens - Time frame (over 21 years old)? What time frame do you think is reasonable?

21 + years ago

Inmate charges - \$8,057.52

CAAF - \$226,111.42

County Poor - \$23,363.71

Total: \$257,532.38

31 + years

Inmate - \$0.00

CAAF - \$62,415.78

County Poor - \$11,109.64

Total: \$73,525.42

Teresa Pullen
Treasurer for Fall River & Oglala Lakota County
[906 N River St.](#)
[Hot Springs SD 57747](#)
Phone: 605-745-5145

Fax: 605-745-3530

This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and exempt from disclosure under applicable law or may constitute as an attorney work product. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please delete this message and or included attachments immediately. Thank you.

 **County Lien Explanation.docx**
1344K



FALL RIVER & Oglala Lakota COUNTY TREASURER

906 North River Street
Hot Springs, SD 57747
Phone: 605-745-5145
Fax: 605-745-3530

Snapshot on County Liens

The taxpayers of Fall River County are responsible for paying court appointed attorney bills, inmate charges, blood draws and blood tests if the defendant being charged is a resident of the county, or they are arrested and charged within Fall River County.

After a defendant is charged with a crime, a court case is opened then at a later time a judgement is given by the court. From the time of being charged with a crime, it can take months and in some cases years to receive a final judgment. A judgment is one of three things: a conviction, an order suspending imposition of sentence, or a dismissal. The type of judgment a defendant is given dictates what bills the county can collect / lien against the individual or not collect. In the event of a dismissal some bills, for example jail fees, are uncollectible by state law.

The county **cannot** act in the form of a lien against a defendant or billing a defendant until the Auditor's office receives a final judgment from the Clerk of Courts or from eCourts (which is an online court program through the South Dakota Unified Judicial System). Only then can the county calculate and bill for expenses like inmate charges, medical care, medication, transportation and court appointed attorney fees.

The Fall River County Auditor's Office has previously placed liens on individuals for blood draws and blood testing. Since these fees are court ordered to be collected by the Clerk of Courts and remitted to the Treasurer's Office monthly, it's unnecessary for the county to handle them. Therefore, we will be removing this type of item from the individual's county lien file. This will "remove" approximately \$100,000 from the lien system that the County uses, but it is still being collected by the courts, so no money is being lost or written off this is just a formality.

There will be many internal changes in the handling of county liens with the goal of making the entire process from entering a lien to collecting payments much more efficient and streamlined.

This is going to be a big job but with collective help from the State's Attorney's Office, the Clerk of Courts, Register of Deeds, Sheriff's Office and the Auditor's Office we will be able to get a good foundation in place for moving forward.



FALL RIVER & Oglala Lakota COUNTY TREASURER

**906 North River Street
Hot Springs, SD 57747
Phone: 605-745-5145
Fax: 605-745-3530**

Please know that these changes will not happen overnight and are going to be an ongoing process of learning and of change until we get a solid procedure in place and even then, we will encounter new laws or new issues that we will need to navigate through.

I want to thank Dawn McLaughlin & McKinsey Scroggin with Custer County for meeting with Lance Russell, Stacy Schmidt and myself to explain their process and the issues they have met with. This meeting was a tremendous help.

More information and updates will be coming, I just wanted to let you know where we are currently with the county lien process and the changes being made.

Teresa Pullen – County Treasurer



2025 MOU ADDENDUM

between

SDSU and Fall River County of South Dakota

South Dakota State University on behalf of SDSU Extension and the Board of County Commissioners of Fall River County agree to continue their ongoing MOU relationship in 2025 with the updates described below:

- All references to '4-H Youth Program Advisor' from the previous agreement are now replaced with the new positional nomenclature of '4-H Educator.'
- In Section 2, the county cost share amount for 2025 will be \$43,220.

2025 ADDENDUM SIGNATURES AND APPROVALS

For County:

For SDSU:

By: _____

By: _____

Karla Trautman

[Print Name Above]

Title: Chairperson, County Commission

Title: Director, SDSU Extension

Date: _____

Date: _____

County Attest (when applicable):

Additional Signature (when applicable):

By: _____

By: _____

[Print Name Above]

[Print Name Above]

Title: _____

Title: _____

[Print Title Above]

Date: _____

Date: _____



STATE OF SOUTH DAKOTA
COUNTY CONTRACT
FOR PROVISION OF COMMUNITY HEALTH SERVICES
BETWEEN

Fall River County Commission
906 N River Street
Hot Springs, SD 57747
(605) 745-5130

Referred to as "County"

South Dakota Department of Health
Family and Community Health
Public Health Nursing Services
600 East Capitol Avenue
Pierre, SD 57501-2536

Referred to as "State"

The State hereby enters into this agreement (Agreement) for services with County in consideration of and pursuant to the terms and conditions set forth herein.

1. SCOPE OF SERVICES

The purpose of this contract is to provide community health services.

County will perform the following services:

A. County agrees to:

- i. Provide the following:
 - a. Office space sufficient to carry out ordinary day-to-day duties.
 - b. Maintenance and upkeep to the Community Health Office.

- ii. Pay up to a total of \$7,097.76 for public health services rendered. The County agrees to pay said amount in installments of \$1,774.44 on or before each of the following dates:
 - a. January 15, 2025
 - b. April 15, 2025
 - c. July 15, 2025
 - d. and October 15, 2025

Each installment is to be sent to the:
South Dakota Department of Health
Public Health Nursing Services
Attn: Leah McQuiston
910 E Sioux Avenue
Pierre, SD 57501

The State will bill the County approximately one month in advance of the installment due date.

2. PERIOD OF PERFORMANCE

This Agreement shall be effective on January 1, 2025 and will end on December 31, 2025, unless sooner terminated pursuant to the terms of this Agreement.

3. USE OF EQUIPMENT, SUPPLIES AND FACILITIES

With the exception of the following, County will not use State equipment, supplies or facilities:

- i. Computers, system furniture, and other equipment necessary to deliver services

4. COUNTY IDENTIFICATION

Upon execution of this Agreement, County will provide the State with County's Employer Identification Number, Federal Tax Identification Number or Social Security Number.

5. STATE AGREES TO

A. State agrees to:

- i. Employ public health professionals and support staff to provide services to the County at a level determined necessary to serve the eligible populations. Services will typically be delivered in face-to-face client interaction but may also include telehealth, virtual visits, and other technology platforms. Clientele can access some services any day of the week through virtual technology which enhances opportunities in part-time offices. The primary focus of community health is preventive care and health education. Examples of services may include but are not limited to:
 - a. Pregnancy care education and assessments
 - b. Infant safe sleep education and equipment to ensure a safe sleep environment is available
 - c. Family Planning program services or referrals
 - d. Post-partum services
 - e. Developmental and Social-Emotional screening
 - f. Immunizations
 - g. Health and safety education to individuals and groups
 - h. Communicable disease prevention and intervention
 - i. Tuberculosis testing – TB medication management
 - j. Local Emergency Preparedness
 - k. Client need coordination and referral
 - l. Nutrition education
 - m. Collaboration with community partners
 - n. Oral health screening and education
 - o. Fluoride varnish application
 - p. Depression screening

- ii. Provide oversight to assure that professional standards and Program criteria are met. Review of records, direct observation of service delivery, review of statistical information, and training will be provided to assure quality service.
- iii. Provide fiscal and administrative management to ensure efficient utilization of the resources of both parties. All income from patient fees and donations will be deposited in the State's budgetary accounting system.
- iv. Pay for telephone charges, computer network, computer support, office and medical supplies.

6. INDEMNIFICATION

County agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all actions, suits, damages, liability, or other proceedings that may arise as a result of an act or omission in performing services under this Agreement. County shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. County's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, County shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of County, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist County in the defense. This section does not require County to be responsible for or defend against claims or proceedings for damages, liabilities, losses, or equitable relief arising solely from errors or omissions of the State, its officers, agents, or employees.

7. INSURANCE

At all times during the term of this Agreement, County shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

County shall maintain occurrence-based commercial general liability insurance or equivalent form of coverage with a limit of not less than one million dollars (\$1,000,000) for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit. The insurance policy shall name the State of South Dakota, its officers, and employees, as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

Before beginning work under this Agreement, County shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement including naming the State, its officers and employees, as additional insureds, as set forth above. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, County agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. County shall furnish copies of insurance policies if requested by State.

8. TERMINATION

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event County breaches any of the terms of conditions hereof, this Agreement may be terminated by State at any time, with or without notice. If termination for a breach is affected by the State, any payments due to County at the time of termination may be adjusted to cover any additional costs to the State because of County's breach. Upon termination the State may take over the work and may award another party a contract to complete the work contemplated by this Agreement. If after the State terminates for a breach by County it is determined that County was not at fault, then County shall be paid for eligible services rendered and expenses incurred up to the date of termination.

9. SURVIVAL FOLLOWING TERMINATION:

Any terms of this Agreement that would, by their nature or through the express terms of this Agreement, survive the expiration or termination of this Agreement shall so survive including but not limited to the terms of the following sections:

- 6. Indemnification
- 13. Controlling Law and Venue
- 24. Waiver of Breach
- 25. Sovereign Immunity
- 27. Disclosure of the Contract
- 28. Record Retention
- 30. Work Product
- 36. Transfer of Information

10. FUNDING

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from Congress and or the State Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State upon five (5) business days written notice. County agrees that termination for any of these reasons is not a default by State nor does it give rise to a claim against State or any officer, agent or employee of the State, and County waives any claim against the same.

11. CERTIFICATIONS

A. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

Executive Order 2020-01 provides that for Countys, vendors, suppliers, or subCountys with five (5) or more employees who enter into a contract with the State that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this Agreement County certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for State to terminate this Agreement. County further agrees to provide immediate written notice to State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination of this Agreement.

B. COMPLIANCE WITH SDCL ch 5-18A

County certifies and agrees that the following information is correct:

The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.

C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

By signing this Agreement, County certifies that neither County nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. County further agrees that it will immediately notify the State if during the term of this Agreement County or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

D. CERTIFICATION OF NO STATE LEGISLATOR INTEREST

County (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, County hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

12. NOTICE

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the State Contact Person on behalf of State, and by and to the County Contact Person on behalf of County, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

13. CONTROLLING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

14. INDEPENDENT COUNTY

While performing services hereunder, County is an independent County and not an officer, agent, or employee of the State of South Dakota.

15. THIRD PARTY BENEFICIARIES

This Agreement is intended to govern only the rights and interests of the parties named herein. It is not intended to create, does not and may not be relied upon to create, any rights, substantive or procedural, enforceable at law by any third party in any matters, civil or criminal.

16. ASSIGNMENT AND AMENDMENT

This Agreement may not be assigned without the express prior written consent of State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

17. COMPLIANCE

County will comply with all federal, tribal, state, and local laws, regulations, ordinances, guidelines, permits, requirements, and other standards applicable to the services provided under this Agreement and will be solely responsible for obtaining current information regarding the foregoing. Nothing herein shall constitute a waiver by the State to any defense to jurisdiction nor shall anything herein constitute an acknowledgement by the State that any tribe has or exercises any jurisdiction over this Agreement or the parties.

County agrees to abide by all applicable provisions of the following assurances: Byrd Anti Lobbng Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246, Equal Employment Opportunity as amended by Executive Order 11375 and Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 C.F.R. Part 38, the Violence Against Women Reauthorization Act of 2013, American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the contract.

18. REPORTING

County agrees to report to State any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject County, or the State of South Dakota or its officers, agents, or employees to liability. County shall report any such event to the State immediately upon discovery.

County's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. County's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to State under this section shall not excuse or satisfy any obligation of County to report any event to law enforcement or other entities under the requirements of any applicable law.

19. SUBCONTRACTING

County may not use sub-contractors to perform the services described herein without the express prior written consent of State. County will include provisions in its subcontracts requiring its sub-contractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. County will cause its sub-contractors, agents, and employees to comply with applicable federal, tribal, state, and local laws, regulations, ordinances, guidelines, permits and other standards and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any sub-contractors. County shall assist in the vetting process.

20. STATE'S RIGHT TO REJECT

The State reserves the right to reject any person from performing services under this Agreement who the State believes would be detrimental to the services, presents insufficient skills, presents inappropriate behavior or is considered by the State to be a security risk.

21. SEVERABILITY

In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

22. SUPERCESSION

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

23. FORCE MAJEURE

Notwithstanding anything in this Agreement to the contrary, neither party shall be liable for any delay or failure to perform under the terms and conditions of this Agreement, if the delay or failure is caused by war, terrorist attacks, riots, civil commotion, fire, flood, quarantine, epidemic, pandemic, earthquake or any act of God, or other causes beyond the party's reasonable control provided, however, that in order to be excused from delay or failure to perform, the party must act diligently to remedy the cause of such delay or failure and must give notice to the other party as provided in this Agreement as soon as reasonably possible of the length and cause of the delay in performance.

24. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision in this Agreement.

25. AUTHORITY TO EXECUTE

County represents and warrants that:

- A. County is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- B. The execution, delivery and performance of this Agreement has been duly authorized by County and no approval, authorization, or consent of any governmental or regulatory agency is required to be obtained in order for County to enter into this Agreement and perform its obligations under this Agreement;
- C. County is duly authorized to conduct business in and is in good standing in each jurisdiction in which County will conduct business in connection with this Agreement; and
- D. County has obtained all licenses, certifications, permits, and authorizations necessary to perform the services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of County's performance of the services. County will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.

26. SOVEREIGN IMMUNITY

Nothing in this Agreement is intended to constitute a waiver of sovereign immunity by or on behalf of the State of South Dakota, its agencies, officers or employees.

27. DISCLOSURE OF THE CONTRACT

Neither party shall disclose the contents of the Agreement except as required by applicable law or as necessary to carry out the terms of the Agreement or to enforce that party's rights under this Agreement. The County acknowledges that the State of South Dakota and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this Agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws, including, without limitation, posting this Agreement on the website pursuant to SDCL 1-27-46. The County agrees that the Agreement and any prices, fees and rates agreed to be paid by the State under the Agreement are not confidential.

28. RECORD RETENTION

County agrees to maintain all records that are pertinent to this contract and retain them for a period of six (6) years following final payment against the contract. State agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection, review or audit by State, other personnel duly authorized by State, and federal officials so authorized by law.

29. CONFIDENTIALITY

For the purpose of this Agreement, "Confidential Information" shall include all information, regardless of its format, disclosed to the County by the State and all information, regardless of format, obtained by County through the provision of services as contemplated by this Agreement. County, and any person or entity affiliated with County, shall not disclose any Confidential Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. County, and any person or entity affiliated with County, shall not:

- A. disclose any Confidential Information to any third person unless otherwise specifically allowed under this Agreement;
- B. make any use of Confidential Information except to exercise rights and perform obligations under this Agreement;
- C. make Confidential Information available to any of its employees, officers, agents, or Countys except those who have agreed, by contract, to obligations of confidentiality at least as strict as those set out in this Agreement and who have a need to know such information and who have been instructed that such information is or may be confidential under state or federal law. County, and any person or entity affiliated with County, is held to the same standard of care in guarding Confidential Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding Confidential Information in the strictest confidence. County, and any person or entity affiliated with County, shall protect the confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced.

Confidential Information shall not include information that:

- A. was in the public domain at the time it was disclosed to County, and any person or entity affiliated with County;
- B. was known to County, and any person or entity affiliated with County, without restriction at the time of disclosure from the State;
- C. was disclosed with the prior written approval of State's officers or employees having authority to disclose such information;
- D. was independently developed by County, and any person or entity affiliated with County, without the benefit or influence of the State's information; or
- E. becomes known to County, and any person or entity affiliated with County, without restriction, from a source not connected to the State of South Dakota.

Confidential Information can include, but is not limited to, names, social security numbers, employer numbers, addresses and all other data about applicants, participants, employers, or other clients to whom the State provides services of any kind. County understands that this information may be confidential and protected under applicable state or federal law. County agrees to immediately notify the State if the information is disclosed, either intentionally or inadvertently.

If work assignments performed in the course of this Agreement require additional security requirements or clearance, County agrees that its officers, agents and employees may be required to undergo investigation or may be required to sign separate confidentiality agreements, and will limit access to the confidential information and related work activities to employees who have executed such agreements.

County will enforce the terms of this Confidentiality Provision to its fullest extent.

County agrees to remove any employee or agent from performing work under this Agreement that has or is suspected to have violated the terms of this Confidentiality Provision and to immediately notify the State of such matter. County will comply with any other confidentiality measures and terms included in the Agreement.

Upon termination of this Agreement, if not already done so as part of the services performed under the Agreement, County agrees to return to the State, at County's cost, any Confidential Information or documentation maintained by County regarding the services provided hereunder in a format readily useable by the State as mutually agreed by County and State.

30. WORK PRODUCT

County hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedure, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by County in connection with the performance of services under this

Agreement shall belong to and is the property of the State and will not be used in any way by County without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.

31. INDEPENDENT COUNTY

County, as an independent County, is solely responsible for the withholding and payment of applicable income and Social Security taxes due and owing from money received under this contract.

32. PURCHASE OF CAPITAL ASSETS OR EQUIPMENT

County will not purchase capital assets or equipment using State funds.

33. INTEGRATION

This contract is a complete version of the entire agreement between the parties with respect to the subject matter within this contract and supersedes all prior or contemporaneous written or oral understandings, agreements, and communications between them with respect to such subject matter. This contract may be modified or amended only by a writing signed by both parties.

34. AUDIT REQUIREMENTS (EXPENDING \$750,000 OR MORE)

A nonprofit subrecipient, (as well as profit hospitals) (County), expending \$750,000 or more in one year in Federal awards, must have an annual audit made in accordance with 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

All audits must be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, SD 57501-5070. On continuing engagements, the Auditor General's approval should be obtained annually. The auditor must follow the Auditor General's guidelines when conducting the audit. The draft audit report must be submitted to the Auditor General for approval prior to issuing the final report. The auditor must file the requested copies of the final audit report with the Auditor General. Audits shall be completed and filed with granting agencies by the end of the ninth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. If it appears that a required audit cannot be completed by the end of the ninth month following your fiscal year, the County must request an extension from the federal agency for which the majority of federal expenditures relates.

Failure to complete audit(s) as required will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and or awards may be suspended, until the audit is completed satisfactorily.

35. CRIMINAL BACKGROUND CHECKS

Pursuant to SDCL 5-18D-28, County agrees that each person who has access to confidential information obtained from the United States Internal Revenue Service or an authorized secondary source pursuant to this Agreement shall submit to and successfully pass a state and federal criminal background investigation and submit to a fingerprint check by the South Dakota Division of Criminal Investigation and the Federal Bureau of Investigation before being granted access to any Confidential Information. The appointing authority shall submit the completed fingerprint card to the South Dakota Division of Criminal Investigation. County shall be responsible for payment of any fee charged for the cost of fingerprinting and the criminal background investigation. If a disqualifying record is discovered, County agrees that such individual will not have access to the Confidential Information obtained from the United States Internal Revenue Service or an authorized secondary source pursuant to this Agreement. The State shall have the sole discretion to determine whether a record is disqualifying and will immediately notify County.

36. TRANSFER OF INFORMATION

Upon termination of this Agreement (whether initiated by the State or County) and following a written request by the State, County agrees to provide to the State, at County's expense, any data and other pertinent records related to services performed under this Agreement ("Information") to the State or a designee chosen by the State ("Recipient") within thirty (30) days, unless otherwise agreed by the parties. The transfer of Information shall be conducted based upon the State's standards and in accordance with all applicable laws and regulations in a format readily usable by the State or Recipient as mutually agreed by County and State.

37. OTHER METHODS OF NOTICE

The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing provided that delivery is confirmed.

38. DILIGENCE AND SKILL

In the performance of these services and providing the deliverables under the Agreement, County, and its employees shall exercise the degree of skill and care consistent with customarily accepted practices and procedures for the performance of the type of services required. County shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services and deliverables furnished by County and any subCountys, if applicable, under this Agreement. It shall be the duty of County to assure that its services and deliverables are technically sound and in conformance with all pertinent technical codes and standards. County represents and warrants that: (i) it shall give high

priority to the performance of the services; and (ii) the services shall be performed in a timely manner.

County shall be responsible to the State for material deficiencies in the contracted deliverables and services which result from the failure to meet the standard given herein. County shall promptly correct or revise any material errors or omissions in deliverables and re-perform any services which are not in compliance with such representations and warranties at no cost to the State, provided that County's failure to comply is not due solely to the actions, errors, or omissions of the State.

Permitted or required approval by the State of any services or deliverables furnished by County shall not in any way relieve County of its responsibility for the professional quality and technical accuracy and adequacy of its work. The State's review, approval, acceptance, or payment for any of County's services or deliverables herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and except as provided herein County shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the State caused by County's performance or failure to perform under this Agreement.

In the event of a breach of these representations and warranties, the State shall provide telephonic or electronic notice to County. The State may, in its sole discretion, require County to cure such breaches. If it is necessary for County to send at least one qualified and knowledgeable representative to the State's site where the system is located, this will be done at County's expense. This representative will continue to address and work to remedy the deficiency, failure, malfunction, defect, or problem at the site. The rights and remedies provided in this paragraph are in addition to any other rights or remedies provided in this Agreement or by law.

39. INTELLECTUAL PROPERTY

In connection with the performance of this Agreement and the provision of services and deliverables under this Agreement, County will not infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. County will not improperly use any trade secrets, or confidential or proprietary information owned by any third party in performing this Agreement or the services related to this Agreement. To the fullest extent permitted by law, County shall defend, indemnify, and hold the Department and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods or Services provided, or the use of the Goods or Services under this Contract. If the Department's use of Goods or Services provided by County is enjoined based on an intellectual property infringement Claim, County shall, at its own expense, either procure for Purchaser the right to continue using the Goods or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods or Services with substantially similar and functionally equivalent non-infringing Goods or Services.

40. THIRD PARTY RIGHTS

County represents and warrants that it has the full power and authority to grant the rights described in this Agreement without violating any rights of any third party, and that there is currently no actual or, to County's knowledge, threatened suit by any such third party based on an alleged violation of such rights by County. County attests that no access of the State to software or hardware infringes upon the intellectual property rights of a third party.

41. PUBLICITY

The award of this Agreement to County is not in any way an endorsement of County or County's services by the State and may not be so represented by County in any advertising or publicity materials. County agrees to submit to the State all advertising, sales promotion, and other publicity relating to this Agreement wherein the State's name is mentioned, or language is used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied. County further agrees not to publish or use such advertising, sales promotion, or publicity without the prior written consent of the State. County may not in any way contract on behalf of or in the name of the State, nor may release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Agreement without obtaining the prior written approval of the State.

42. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

County is a Business Associate of the Department of Health pursuant to requirements of the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act §§ 13400-13424, 42 U.S.C. §§ 17921-17954 (2009). State's Administrative Policies and Procedures Statement No. 24, as modified from time to time during the term of this agreement, is incorporated by reference and made a part of this agreement as if fully set forth herein.

The parties signify their agreement by signing below.

<hr/>	<hr/>	<hr/>	<hr/>
Beth Dokken, Director	Date	Chairman, County Commission	Date
Division of Family and Community Health			
Department of Health		Joe Falkenburg	
		<hr/>	
		Print or Type Chairman's Name	
		joefalkenburg@hotmail.com	
<hr/>	<hr/>	<hr/>	<hr/>
Darcy McGuigan, Director	Date	Email	
Division of Finance and Operations			
Department of Health			

State Contact Person: Wade Huntington Phone: (605) 391.4373

County Contact Person: Sue Ganje Phone: (605)
Email: sue.ganje@state.sd.us

ATTACHMENT A

STATE OF SOUTH DAKOTA
BUSINESS ASSOCIATE AGREEMENT

Fall River County Commission
906 N River Street
Hot Springs, SD 57747
(605) 745-5130

Referred to as "County"

South Dakota Department of Health
Family and Community Health
Public Health Nursing Services
600 East Capitol Avenue
Pierre, SD 57501-2536

Referred to as "State"

County is a Business Associate of the Department of Health pursuant to requirements of the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act §§ 13400-13424, 42 U.S.C. §§ 17921-17954 (2009). State's Administrative Policies and Procedures Statement GA-13, as modified from time to time during the term of this agreement, is incorporated by reference and made a part of this agreement as if fully set forth herein.

Privacy and Security Requirements

1. As a Business Associate, County agrees:

- a. to be subject to and follow all HIPAA provisions found in 45 CFR 160 and 45 CFR 164, including any potential penalties and/or other consequences relating to a failure to comply with such requirements.
- b. to use or disclose any Protected Health Information (PHI) solely:
 - i. to meet its obligations in this and any other agreements with State;
 - ii. as required by applicable law, rule or regulation; and
 - iii. as permitted by HIPAA, and any amendments to HIPAA, and subject in particular to limits set forth in 45 CFR § 164.514 (e) (2) (limited data sets) and 45 CFR § 164.502(b) (minimum necessary disclosure requirements);
- c. to return or destroy all PHI received from, created, or received on behalf of State, at termination of this agreement, or upon request of the DOH, whichever occurs first, or, if such return or destruction is not feasible, to extend the protections of this agreement to the information and limit further uses and disclosures of such PHI;
- d. to ensure that its agents, including a Sub-County, who has the consent from the State under Section 18 of the County Agreement, agrees to the same restrictions and conditions applicable to County, and agrees to implement reasonable and appropriate safeguards to protect all Electronic Protected Health Information (EPHI). County also agrees to create and enforce business associate agreements (BAAs) with any and all Sub-County and to monitor such Sub-County for compliance with HIPAA provisions and to take reasonable

steps to ensure that its employees' actions or omissions do not cause a breach of the terms of this agreement;

- e. to notify State of any discovery or a breach of unsecured PHI as defined in the HITECH Act or accompanying regulations pursuant to the terms of 45 CFR § 164.410 and cooperate in State's breach analysis procedures, if requested. A breach shall be treated as discovered by County as of the first day on which such breach is known, or, by exercising reasonable diligence, would have been known, and requires notification to State within twenty (20) calendar days of discovery of the breach. If the breach involves less than 500 persons the notification to the state may be provided within 30 calendar days of discovery. Such notification will contain the elements required in 45 CFR § 164.410; and
 - f. to comply with all requirements pursuant to the HITECH Act and its implementing regulations, and all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii). County will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act and without a valid authorization from the applicable individual. County will not engage in any communication which might be deemed to be "marketing" under the HITECH Act, and will comply with all applicable security requirements in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.
 - g. to comply with Policy 9 of the State Department of Health Procedure and Form Manual regarding HIPAA training, complete training within thirty (30) days of execution of the agreement and for all County employees and County to sign a verification of training. Policy 9 is attached herein.
2. Notwithstanding the prohibitions set forth in this agreement, County may use and disclose PHI if necessary for its proper management and administration or to carry out its legal responsibilities, provided the following requirements are met:
- a. the disclosure is required by law; or
 - b. reasonable assurances are obtained from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed. Such person shall notify County of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Availability of PHI

County further agrees:

- a. to comply with any request for restrictions on certain disclosures of PHI pursuant to 45 CFR § 164.522, as agreed by State and with notice to County;
- b. to make PHI available for purposes of accounting of disclosures, as required by 45 CFR § 164.528 and Section 13405(c)(3) of the HITECH Act; and
- c. to cooperate in providing any accounting required on a timely basis.

The parties signify their agreement by signing below.

_____	_____	_____	_____
Beth Dokken, Director	Date	Chairman, County Commission	Date
Division of Family and Community Health			
Department of Health		Joe Falkenburg	

		Print or Type Chairman's Name	
		joefalkenburg@hotmail.com	
_____	_____	_____	_____
Darcy McGuigan, Director	Date	Email	
Division of Finance and Operations			
Department of Health			

State Contact Person: Wade Huntington Phone: (605) 391.4373

County Contact Person: Sue Ganje Phone: (605)
Email: sue.ganje@state.sd.us



Privacy Training & Confidentiality Agreement

Objective

This policy is intended to provide guidance to Department of Health (DOH) workforce members (including management) on DOH's Health Information Portability and Accountability Act (HIPAA) privacy training policies and procedures to educate staff as to how to protect DOH client and program participant's Protected Health Information (PHI).

Policy Statement

The Department of Health (DOH) shall require its workforce members (including management at all levels) to complete HIPAA training. All new employees will complete the New Hire HIPAA training within thirty (30) days of their employment, and sign and return the DOH “Confidentiality Agreement” and the BHR HIPAA Training Verification forms to their supervisor. All DOH employees must also complete annual HIPAA training.

Procedure

- A. DOH HIPAA training shall ensure that workforce members are familiar with DOH’s HIPAA privacy policies and procedures for protecting client and program participant privacy and securing PHI. Training shall enable DOH workforce members to understand the impact of PHI privacy and security on their day-to-day functions.
- B. DOH requires its workforce members, whose functions are affected by a material change in the DOH HIPAA privacy policies or procedures, to be trained within a reasonable period of time after the material change becomes effective.
- C. Training shall include information about responsibilities and accountability, including the sanctions exercised for non-compliance ranging from disciplinary actions to termination of employment.
- D. The new hire employee will sign and submit the BHR training verification form and DOH Confidentiality Agreement to their supervisor within thirty (30) days of their employment.
- E. Employees can find a copy of the DOH **Confidentiality Agreement** form on the **M: drive** (central office) or **X: drive** (field office). The verification form will be obtained at the conclusion of the BHR HIPAA training.
- F. A signed copy of the employee’s **Confidentiality Agreement** and **BHR Verification of HIPAA Training** forms shall be kept in each employee’s file.

CONFIDENTIALITY AGREEMENT
STATE OF SOUTH DAKOTA DEPARTMENT OF HEALTH

I, _____, have been trained and informed of the Administrative Policies and Procedures of the Department of Health (DOH) as related to the Health Insurance Portability and Accountability Act (HIPAA). The DOH places a high priority on maintaining the confidentiality of its program participant's information. I understand that I must ensure the privacy of program participants protected health information (PHI) held by the DOH.

I understand that non-compliance with the DOH Administrative Policies and Procedures is cause for disciplinary action up to and including dismissal from the DOH, as well as possible legal actions for any criminal or civil violations of applicable HIPAA regulations.

I agree to promptly report all violations, or suspected violations, of any of the DOH Administrative Policies and Procedures to my direct supervisor and the Department of Health HIPAA Compliance Officer.

DOH Employee/County/Student/Volunteer Signature

Date

Print Name

DOH Supervisor Signature

Date

Upon printing this page, I acknowledge that I have reviewed the presentation, and I am aware of the HIPAA requirements.

**HIPAA Training
Module Confidentiality
Agreement**

I, _____, have read and understand the State of South Dakota policies regarding the privacy of protected health information (PHI), as mandated by the Health Insurance Portability and Accountability Act. I have completed the HIPAA Training module which includes PHI use, disclosure, storage and destruction as required by HIPAA. I will follow the requirements presented in the HIPAA Training Module.

I hereby agree that I will not at any time – either during my employment with the State of South Dakota or after my employment ends – use, access or disclose PHI to any person or entity, internally or externally, except as is required and permitted in the course of my duties and responsibilities with the State of South Dakota or as permitted under HIPAA. I understand that this obligation extends to any PHI that I may acquire during the course of my employment, whether oral, written, or electronic form and regardless of the manner in which access was obtained.

I understand that unauthorized use or disclosure of PHI will result in disciplinary action, up to and including termination of employment and the imposition of civil penalties and criminal penalties under applicable federal and state law, as well as professional disciplinary action as appropriate.

I understand that this obligation will survive the termination of my employment with the State of South Dakota, regardless of the reason for such termination.

Name: Jane Doe

Employee Number: 000000

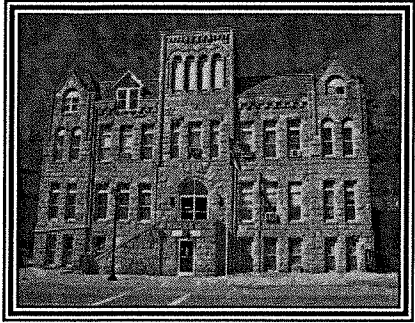
Agency: DOH

Date Hired: 01/01/2018

Location: Pierre- Central Office

Signature: _____

Date: 3/28/2018 2:57:35 PM



FALL RIVER COUNTY COUNTY COMMISSIONERS

Fall River County Courthouse
906 North River Street
Hot Springs, South Dakota 57747
Phone: (605) 745-5130, Fax: (605) 745-6835

April 3, 2025

Trish Ladner
Tim Goodman
Amber Hulse

Dear Legislators,

Earlier this year the Fall River County Commissioners wrote a letter to the United States Legislators of South Dakota expressing opposition to the mandatory Electronic Identification Tags (EID) for livestock for sale. These tags are an added expense for ranchers and farmers to attach them, read them, purchase them, and track them. Prior to this, hot irons were used, bangs tags and ear tags all seemed to have easily served the purpose of tracking, monitoring, and evaluating the herd's health and origin. This requirement to use EID tags is a severe and oppressive regulation for Fall River County as the majority of our cull cows, bulls and other salable livestock are sold across state lines.

Because this was a mandate from the USDA, it seems that our only other option is to ask our State Legislators oppose having to use these EID tags in South Dakota. The Wyoming Legislators passed Enrolled Act No. 22, which negated the need for EID tags, while focusing on the use of traditional identification methods.

We would implore you to enact similar protective legislation to protect the number one industry in South Dakota.

Sincerely,

Joe Falkenburg
Chairman, County Commission

Deborah Russell
Vice-Chairwoman, County Commission

Joe Allen
Commissioner

Les Cope
Commissioner

Sandra Wahlert
Commissioner

**FALL RIVER COUNTY RESOLUTION #2021-51
FOR THE TRANSFER OF REAL PROPERTY**

WHEREAS, on March 3, 2020, the Oelrichs Historical Society (Society) approved a formal request that Fall River County (County) transfer ownership of several tax deed properties to the Society, and

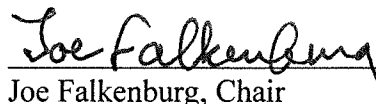
WHEREAS, SDCL §§ 6-5-2 & 6-5-3 authorize the County, by resolution, to make a gratuitous transfer of real property to the Society for a public purpose, and

WHEREAS, said tax deed properties are located within the extraterritorial jurisdiction of the Society and would best serve the interest of the public under the ownership and management of the Society; and

WHEREAS, The County deems it in the best interest of the public to convey the following described real property to the Society to be used by the Society for the benefit of the public as the Historical Society shall see fit in accordance with the law.

NOW, THEREFORE BE IT RESOLVED that the Fall River County Board of Commissioners do hereby declare as surplus Parcel # 78100-03300-00200, Lot 2, Block 33, Town of Oelrichs, Fall River County, South Dakota,; for the purpose of conveying and transferring said real property to the Oelrichs Historical Society at no cost to the Society except for outstanding assessments and fees to record the deeds, if any there be.

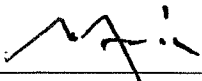
Dated this 7th day of October, 2021



Joe Falkenburg, Chair

Fall River County Board of Commissioners

ATTEST:



Sue Ganje, Auditor
Fall River County



FALL RIVER COUNTY RESOLUTION #2025-_____
FOR THE TRANSFER OF REAL PROPERTY

WHEREAS, on March 3, 2020, the Oelrichs Historical Society (Society) approved a formal request that Fall River County (County) transfer ownership of several tax deed properties to the Society, and

WHEREAS, SDCL §§ 6-5-2 & 6-5-3 authorize the County, by resolution, to make a gratuitous transfer of real property to the Society for a public purpose, and

WHEREAS, said tax deed properties are located within the extraterritorial jurisdiction of the Society and would best serve the interest of the public under the ownership and management of the Society; and

WHEREAS, The County deems it in the best interest of the public to convey the following described real property to the Society to be used by the Society for the benefit of the public as the Historical Society shall see fit in accordance with the law.

NOW, THEREFORE BE IT RESOLVED that the Fall River County Board of Commissioners do hereby declare as surplus Parcel # 78100-03300-00300, Lot 3, Block 33, Town of Oelrichs, Fall River County, South Dakota,; for the purpose of conveying and transferring said real property to the Oelrichs Historical Society at no cost to the Society except for outstanding assessments and fees to record the deeds, if any there be.

Dated this 3rd day of April, 2025

Joe Falkenburg, Chair
Fall River County Board of Commissioners

ATTEST:

Sue Ganje, Auditor
Fall River County

FALL RIVER COUNTY RESOLUTION #2025-_____

A plat of Watkins Tract Revised and Watkins-Mcgee Tract, located in the E1/2 of Section 9, T8S, R5E, BHM, Fall River County, South Dakota, formerly Watkins Tract

WHEREAS, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore,

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

Dated this 3rd day of April, 2025.

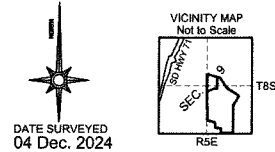
Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

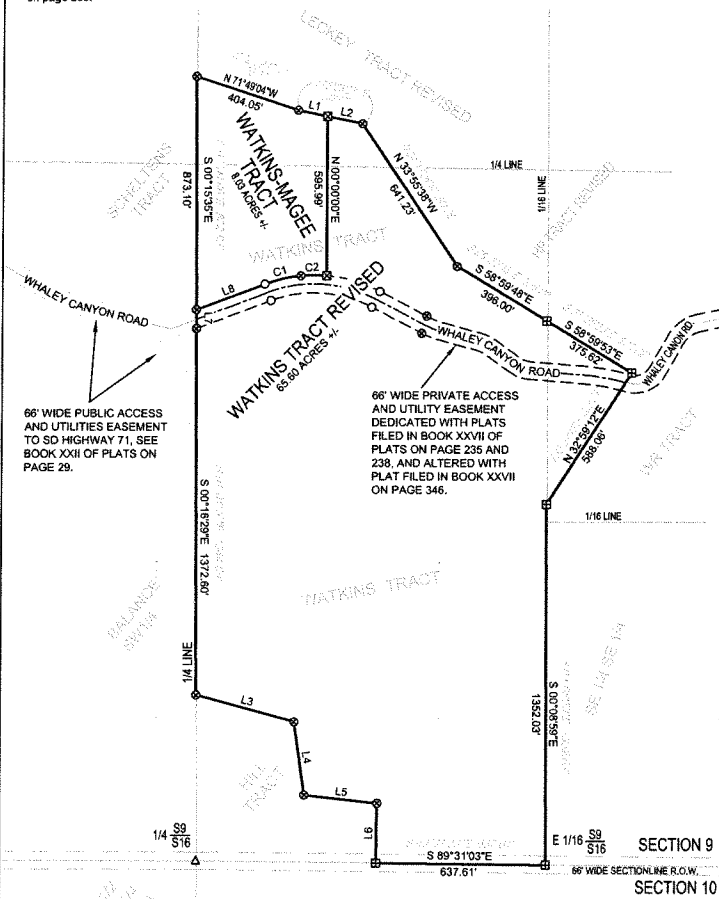
Sue Ganje, Auditor
Fall River County Auditor

A PLAT OF
WATKINS TRACT REVISED AND WATKINS-MAGEE TRACT, LOCATED IN THE E 1/2 OF SECTION 9, T8S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA
 FORMERLY WATKINS TRACT

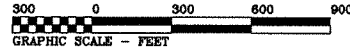
NOTE: For a plat of Watkins Tract see Book XXVII of Plats on page 235.



BASIS OF BEARING - GPS OBSERVATION
 taken S 00°15'49" E 343.43' from the NW corner of Watkins-Magee Tract.
 OPUS STATIC SOLUTION NAD83(2011)
 LAT: 43°22'00.55715"
 LONG: -103°31'49.33348"



- LEGEND**
- ☒ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
 - ☒ Found rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
 - ☒ Found rebar w/aluminum cap marked "ANDERSEN PLS 2842"
 - Found rebar
 - △ Found stone monument
 - Slant lettering denotes record calls



Course	Bearing	Distance
L1	S 78°35'13" E	112.60'
L2	S 78°35'37" E	134.48'
L3	S 74°52'15" E	382.20'
L4	S 08°06'56" E	277.15'
L5	S 83°47'40" W	277.09'
L6	S 00°50'57" W	224.32'
L7	N 00°18'40" W	70.33'
L8	N 69°21'14" E	274.68'

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	536.46'	70.27'	139.75'	14°55'33"	10°40'49"	139.36'	N 77°00'06" E
C2	536.46'	48.93'	97.60'	10°25'26"	10°40'49"	97.46'	N 89°40'36" E

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

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 _____

We, James Watkins and Amanda Watkins, 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.

James Watkins

Amanda Watkins

ACKNOWLEDGMENT OF OWNERSHIP

STATE OF _____ COUNTY OF _____
 On this ___ day of ___, 2025, before me, a Notary Public, personally appeared James Watkins and Amanda Watkins, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires

CERTIFICATE OF 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

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, Professional Engineering, & Environmental Consultants

Drawn by DR/RW	Date 12/9/2024	P.O. Box 446 Edgemont, SD 57735
Approved by McB	Date 3/5/2025	(805)-662-5500 andersenengineers@gwtc.net
Scale 1"=300'	Sheet 1 of 1	File Name: WATKINS_TR_S9_T8S_R5E

FALL RIVER COUNTY RESOLUTION #2025-_____

A plat of Bochert Tract, located in the NE1/4NW1/4 of Section 33, T7S, R6E, BHM, Fall River County, South Dakota, formerly a metes and bounds description described in Book 89 of Deeds on page 414

WHEREAS, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore,

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

Dated this 3rd day of April, 2025.

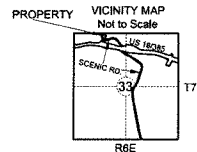
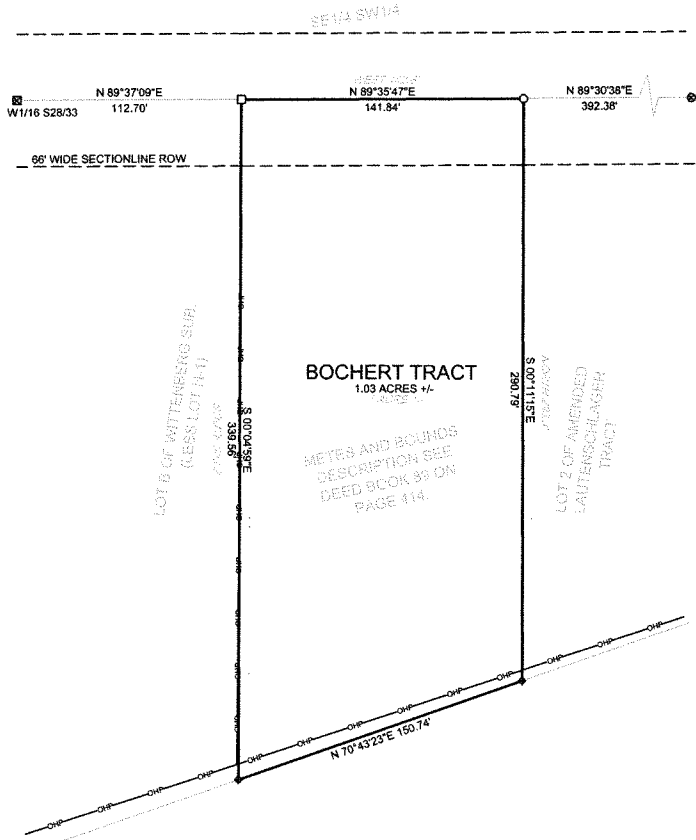
Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

Sue Ganje, Auditor
Fall River County Auditor

A PLAT OF
**BOCHERT TRACT, LOCATED IN THE NE1/4 NW1/4 OF SECTION 33,
 T7S, R6E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA**
 FORMERLY A METES AND BOUNDS DESCRIPTION DESCRIBED IN BOOK 89 OF DEEDS ON PAGE 414.

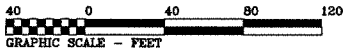
NOTE: See Book 89 of deeds on Page 414 for metes and bounds of this property.



DATE SURVEYED
 24 Feb. 2025

- LEGEND**
- ☒ Found rebar w/aluminum cap marked "DAVIS ENG. 3095"
 - ⊙ Found rebar w/aluminum cap
 - Found stone monument
 - ◆ Found iron rod
 - Found iron pipe
 - Slant lettering denotes record calls
 - Overhead power line

BASIS OF BEARING - GPS OBSERVATION
 taken S 88°33'29"W 674.61' from the NW corner of BOCHERT TRACT.
 OPUS STATIC SOLUTION NAD83(2011)
 LAT: 43°24'16.66346"
 LONG: -103°25'07.37184"



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 ___, 2025.

 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 ___, 2025.

 Fall River County Treasurer

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: _____

STATE OF _____ COUNTY OF _____
 I, JoEita Sinski, as the Personal Representative of the Estate of Jacquelyn J. Bochert, 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 herein, 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.

 JoEita Sinski
 (Personal Representative)

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

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF _____ COUNTY OF _____
 On this ___ day of ___, 2025, before me, a Notary Public, personally appeared JoEita Sinski known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

 Notary Public

My commission expires _____

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

 Fall River County Auditor

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION
 I, Director of Equalization of Fall River County, do hereby certify that my office has been furnished with a true copy of the within plat.
 Dated this ___ day of ___, 2025.

 Director of Equalization of Fall River County

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 ___
 Document No. _____

Fall River County Register of Deeds

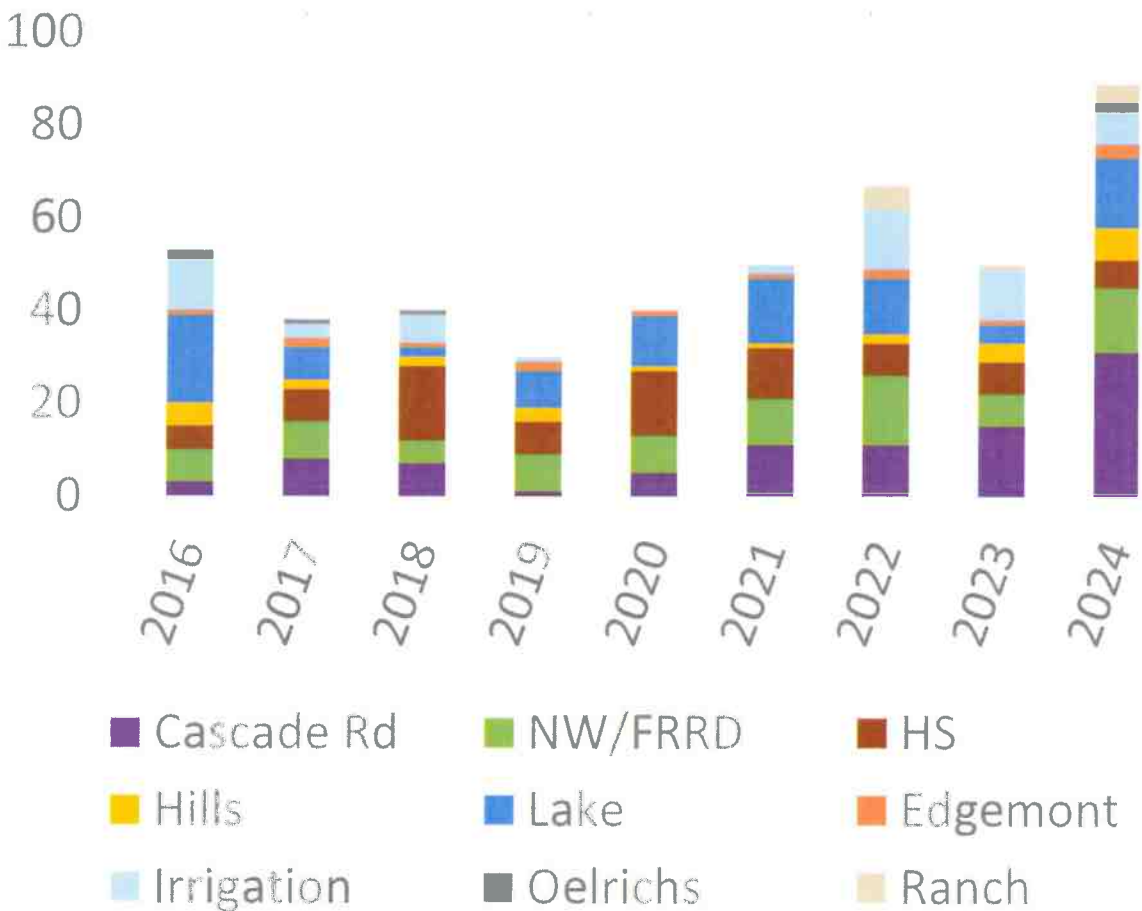
Prepared by
ANDERSEN ENGINEERS
Land Surveyors

Drawn by DR	Date 2/28/2025	Revised 3/3/2025	P.O. Box 446 Edgemont, SD 57735 (605)-662-5500
Approved by McB	Date 2/26/2025	andersenengineers@gwic.net	
Scale 1"=40'	Sheet 1 of 1	File Name: SESW_S28_T7S_R6E	

New Housing



New Houses Built

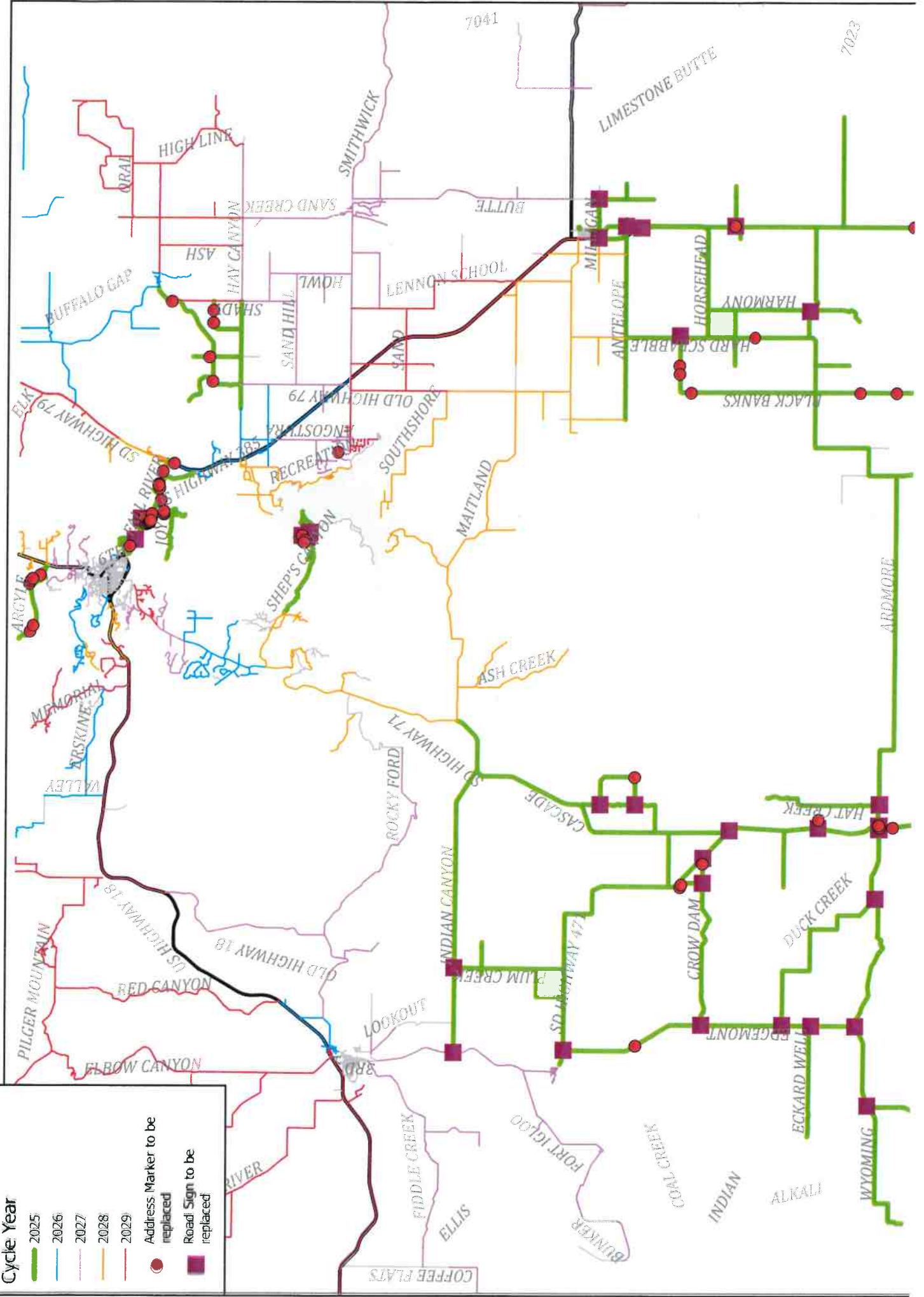


	2017	2018	2019	2020	2021	2022	2023	2024
Addresses Assigned	60	51	68	55	121	96	63	89

Fall River County Sign Replacement Map for 2025

Legend

Cycle Year	Address Marker to be replaced	Road Sign to be replaced
2025		
2026		
2027		
2028		
2029		



Fall River County 911 Sign Replacement Project 2025

Road Name, 12" Height	Blades	Address Markers, 6" Height		Address Markers, 6" Height	
		Address	Road Name	Address	Road Name
Hidden Nook Trl	2				
Milligan Rd	2	307	ARDMORE	27630	SCENIC
Old Hwy 79	2	12707	ARGYLE	27631	SCENIC
Wilcox Rd	2	12721	ARGYLE	27635	SCENIC
		12869	ARGYLE	27545	TODD
		12047	BAR BOX BAR	28122	WATER'S EDGE
Road Name, 9" Height	Blades				
5th St	2	13020	BAY VIEW	14265	WILCOX
Antelope Ln	2	13036	BAYVIEW	13091	WILD TURKEY
Bar Box Bar Dr	2	13665	BLACK BANKS	13093	WILD TURKEY
Bay View Ln	2	13698	BLACK BANKS	13095	WILD TURKEY
Black Banks Rd	2	29549	BLACK BANKS	13099	WILD TURKEY
Brule St	2	30173	BLACK BANKS	13101	WILD TURKEY
Cascade Rd	4	30299	BLACK BANKS	13107	WILD TURKEY
Crowe Dam Rd	6	27619	BROOK	13111	WILD TURKEY
Duck Creek Rd	4	204	CASCADE	13115	WILD TURKEY
E Ardmore Rd	4	28249	CLOVER RIDGE	13119	WILD TURKEY
Eckard Well Rd	2	11889	CROW DAM	13121	WILD TURKEY
Edgemont Rd	11	13126	EAGLE ROCK	13125	WILD TURKEY
Hard Scrabble Rd	2	29357	EDGEMONT		
Harmony Rd	2	27143	EMERALD		
Hat Creek Rd	2	27152	EMERALD		
Horse Creek Loop	4	27796	FAIRVIEW	30301	CASCADE
Horse Creek Rd	2	13013	FALL RIVER	13087	FALL RIVER
Indian Canyon Rd	2	13288	FALL RIVER	13181	FALL RIVER
Lakeview Dr	2	27627	GARDEN	27660	US HIGHWAY 385
Milligan Rd	2	27618	GARDEN	30389	US HIGHWAY 385
Nyla Dr	2	29773	HARDSCRABBLE RD		
Old Hwy 79	2	13605	HIDDEN VALLEY		
Plum Creek Rd	2	12434	HORSE CREEK		
Rumford Rd	2	27657	ORAL		
S Boat Ramp Rd	2	11807	RUMFORD		
SD Hwy 471	8	29515	RUMFORD		
Shep's Canyon Cove Rd	2	13832	SAGE		
Shep's Canyon Rd	3	13873	SAGE		
S Butte Rd	1	12899	SAPPHIRE		
Tatanka Ct	2	27620	SCENIC		
US Hwy 385	6	27624	SCENIC		
W Ardmore Rd	4	27626	SCENIC		
Water's Edge Blvd	4	27629	SCENIC		
Wyoming Rd ^	1				

Address Markers, 8" Height

Address Road Name

Online Video Hosting Discussion

Platform	ensorship for 'misinformation'	Cost per month	Video Size Limit	Total Size Limit	Bandwidth Limit per month	Other Notes
Facebook	yes	free	10 GB	none	no limit	Time limit for the Live videos, removed after 30 days
YouTube	yes	free	256 GB	none	no limit	
Vimeo	yes	\$25	20 GB	1 TB	2 TB	
Jetpack	no	\$25	none	1 TB	no limit	
Wistia	no	free	26 GB	none	200 GB	limited to 10 videos
		\$19	26 GB	none	1 TB	limited to 20 videos without extra fees

Questions:

1. How long do we need to keep videos available to the public?
2. Do we prefer:
 - a. A free service that might occasionally censor us for not meeting 'community guidelines'?
 - b. A paid service that does not have censorship of 'misinformation'?
3. Can we use a combination of services to get the best of both?

Facts:

Facebook Live videos will now be deleted after 30 days, beginning August 27th

Meeting videos are mostly 4 GB to 10 GB in size

In the 4 years we posted to YouTube we only had one video removed for censorship

Analytics on our older videos still on YouTube shows that most videos receive the majority of their views in the first 60 days with very few receiving any views after one year.

There are other hosting services beyond the ones listed above and some of the ones listed have additional plans. These are just examples of ones that might meet our needs.