

FALL RIVER COUNTY UNAPPROVED MINUTES OF APRIL 17, 2025

The Fall River Board of County Commissioners met in regular session on April 17, 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.sdcounties.org>, or on Facebook, on the Fall River County's website.

Motion made by Russell, seconded by Allen, to approve the agenda with the addition of approval and authorize Chairman to sign Agreement #2025-27-2 with the South Dakota Game Fish & Parks with a cost share of up to \$12,000.00 for crack sealing on 3.41 miles of Angostura Road.

Motion made by Russell, seconded by Allen, to approve the meeting minutes from April 3, 2025.

Motion made by Wahlert, seconded by Allen, to approve the anniversary wage increases for Michael Close, Deputy Sheriff, from \$25.50/hr to \$26.25/hr, effective April 22, 2025 and for Charles Dobbs, Deputy Sheriff, from \$27.00/hr to \$27.75/hr, effective April 21, 2025, both as per Union Contract.

Motion made by Russell, seconded by Wahlert, to set a hearing on May 1, 2025 at 9:30 a.m. for a new Retail (On-Off Sale) Wine and Cider license for the remainder of 2025 licensing period.

Motion made by Allen, seconded by Wahlert, to set the date and provide Notice of Surplus Property Sale for an on-line auction to begin on May 5, 2025 and remain open until May 23, 2025.

There were no County assistance applications.

Dar Coy, Emergency Manager, met with the Board.

Motion made by Wahlert, seconded by Russell, to approve travel for EM102 Training in Pierre, May 14-15, 2025, to include lodging and per diem.

Coy provided the Board notification that Gary Baker, Assistant Emergency Manager and Coy, Emergency Manager, will be attending the Salamander & Region 4 Training in Sturgis, May 6 & 7, 2025

Coy then provided updates and reported on incidents. He reported that there will be an Angostura Reservoir flood training on April 30, 2025 at the Oral School. He reminded the Board that County employees will need to take the Defensive Driving Course on May 13, 2025. There are 2 sessions, 10:00 am and 1:00 p.m. to accommodate all staff to attend. He also reminded the Board that there will be a meeting on May 2, 2025, 11:00 am at the Mueller Center with Black Hills Energy to discuss the possibilities of shutting down power during hot windy days due to the risk of fires.

Rachel Hosterman, Sheriff Department Office Manager, met with the Board. Sheriff Norton was at training in Deadwood.

Motion made by Allen, seconded by Russell, to approve reclassification/lateral move of Jennifer

Mraz from Certified Dispatcher to Jailer, effective May 4, 2025.

Motion made by Allen, seconded by Wahlert, to approve the change of status from full-time to part-time for Trina Simunek, Certified Dispatcher, effective May 21, 2025.

Motion made by Allen, seconded by Russell, to approve payment in lieu of vacation for 94 hours of leave time, per Union Contract.

Motion made by Russell, seconded by Allen, to approve hiring Petra Atherley as a part time 24/7 Tech at \$16.00/hr, effective April 10, 2025.

Hosterman provided the jail census of 10 males and 5 females in house, with 1 male in Meade County, for a total of 16 inmates.

Tony March, Highway Superintendent, met with the Board.

Motion made by Allen, seconded by Wahlert, to approve and award the crack sealing bid to Highway Improvement, Inc in the amount of \$85,402.80 off of Lawrence County's bid for 3.41 miles of Angostura Rd (County Road 1), for .72 mile through Oelrichs and for 8.65 miles of Oral Road in the amount of \$85,402.80.

Motion made by Allen, seconded by Russell, to approve the purchase of a Road Rage Front Scarifier attachment in the amount of \$7,500.00.

Motion made by Russell, seconded by Allen, to approve the application for permit to occupy County highway right-of-way from Bogner Ranch, Inc. located from Horsehead between SW1/4 Section 3, T11S, R3E and SE1/4 Section 4 T11S, R4E, BHM to north of Harmony Rd on the east side of section line north ½ mile to pasture.

Motion made by Wahlert, seconded by Russell, to move application for road approach permit from Kendall Reynar to the next regular meeting.

March then provided updates regarding work being performed.

The time now being 9:30 a.m., the Hearing for (On-Off Sale) Malt Beverage & SD Farm Wine license transfers/renewals for 2025-2026 licensing period; transfer of Package (On-Off Sale) Liquor license for the remainder of 2025 licensing period; and for a new Retail (On-Off Sale) Wine and Cider license for the 2025-2026 licensing period took place.

Motion made by Cope, seconded by Allen, to approve the following licenses:

FOR LICENSE PERIOD 2025-2026

TYPE OF LICENSE

RENEWALS:

All 5 Gears
Stateline Casino
30387 US Hwy 385
Oelrichs, SD 57763

Retail (On-Off Sale)
Malt Beverage & SD Farm Wine
Lic # RB-2373
Freidel & Hines LLC

Billie Besco
Angostura Den
28041 US Hwy 385

Retail (On-Off Sale)
Malt Beverage & SD Farm Wine
Lic # RB-2628

Hot Springs, SD 57747

Angostura Resort Management, Inc
Common Cents Food Store #113
28075 Recreation Rd
Hot Springs, SD 57747

Retail (On-Off Sale)
Malt Beverage & SD Farm Wine
Lic #RB-2695
Moyle Petroleum

Angostura Resort Management, Inc
Inferno On The Beach
28075 Recreation Rd
Hot Springs, SD 57747

Retail (On-Off Sale)
Malt Beverage & SD Farm Wine
Lic #RB-2690
Moyle Petroleum

H&H Enterprises
Coffee Cup Fuel Stop #9
27638 US HWY 385
Hot Springs SD 57747

Retail (On-Off Sale)
Malt Beverage & SD Farm Wine
Lic #RB-2632
Heinz Enterprises, INC

Hill City Lodging Destination LLC
Hot Springs, SD KOA
27585 SD Hwy 79
Hot Springs, SD 57747

Retail (On-Off Sale)
Malt Beverage & SD Farm Wine
Lic #RB-29477

Rodeo Grounds LLC
Rodeo Grounds
27631 SD Hwy 79
Hot Springs, SD 57747

Retail (On-Off sale)
Malt Beverage & SD Farm Wine
Lic #RB-29508

Sandy Bottom Campground Inc
Sandy Bottom Campground
13316 N Angostura Rd
Hot Springs, SD 57747

Retail (On-Off Sale)
Malt Beverage & SD Farm Wine
Lic #RB-29915

TTT Taverns
Pirates Pub
28298 Angostura Rd
Hot Springs, SD 57747-9701

Retail (On-Off Sale)
Malt Beverage & SD Farm Wine
Lic #RB-2283

The Lodge at Angostura LLC
The Lodge at Angostura
13297 N Angostura Rd
Hot Springs, SD 57747

Retail (On-Off Sale)
Malt Beverage & SD Farm Wine
Lic #RB-29244

TRANSFER & RENEWAL FOR 2025-2026:
Eric Forney
Forney's Standard Service
29098 US Hwy 385
Oelrichs, SD 57763-0153

TYPE OF LICENSE
Retail (On-Off Sale)
Malt Beverage & SD Farm Wine
Lic #RB-2322

TRANSFER:
Eric Forney
Forney's Standard Service
29098 US Hwy 385

TYPE OF LICENSE
Package (On-Off Sale)
Liquor
Lic #PL-27777

Oelrichs, SD 57763-0153

FOR LICENSE PERIOD 2025

TYPE OF LICENSE

NEW:

**Rebecca Christensen
Buffalo Dreamer Restaurant LLC
13006 Fall River Rd
Hot Springs, SD 57747**

**Retail (On-Off Sale)
Wine & Cider
Lic #TBD**

Dave Weishaupl, Maintenance Supervisor, met with the Board.

Motion made by Cope, seconded by Wahlert, to approve the bid proposal from Midwestern Mechanical for steam pipe replacement due to leaking pipes in the Sheriff's Office and Basement Meeting Room and authorize payment in the amount of \$9,800.00.

Motion made by Allen, seconded by Wahlert, to approve the bid from Action Mechanical to replace broken plumbing that is incased in concrete in the jail, dumping fees and wall replacement to include ADA compliance and authorize payment in the amount of \$16,759.96.

There was discussion regarding the bid for structural engineering services for the repair of the exterior grand stairs on the front of the Courthouse. A quote was presented from Albertson Engineering, Inc, however, the Board would like Weishaupl to get more quotes from other engineering professionals.

Motion made by Wahlert, seconded by Allen, to receive additional engineering quotes for the repair of the exterior grand stairs.

Joe Allen did not have any updates regarding the proposed Jail/Justice Center.

Motion made by Russell, seconded by Wahlert, to approve and sign the letter to be sent to Thune, Rounds, Johnson and Rhoden regarding opposition of the potential closing of the BNSF railroad terminal in Edgemont, SD.

Sue Ganje, Auditor, met with the Board. She provided notification of the 2025 Solar Farm alternative annual tax payment in the amount of \$271,380.44. Oelrichs School will receive 50% in the amount of 135,690.22. The County will receive 35 % in the amount of \$94,983.15 and \$40,707 for the unorganized township portion, total of \$135,690.22.

Ganje then presented some of the abatements and/or refunds for property taxes as follows: Tatanka Winds Properties, LLC, parcel 10000-00705-121-05 for 2024 pay 2025 in the amount of \$3,061.00; Alan and Annemette Omvig, parcel 20000-00805-091-40 for 2024 pay 2025 in the amount of \$910.52; Todd J and Linda S Schuler, parcel 65095-00000-043-00 for 2024 pay 2025 in the amount of \$491.94; Tom Q and Laurie A Lauing, parcel 65133-00000-002-00 for 2024 pay 2025 in the amount of \$1,075.72; Steven L and Carla M Simunek, parcel 65235-00100-020-00 for 2024 pay 2025 in the amount of \$51.07; Mathew D and Kathleen A Steffen, parcel 75410-00600-034-00 for 2024 pay 2025 in the amount of \$1,881.74; City of Hot Springs, parcel 75115-00100-013-16 for 2024 pay 2025 in the amount of \$1.74; Harold L and Shirley M Green, parcel 75115-00000-059-00 for 2023 pay 2024 in the amount of \$1,395.13; Gina S King, parcel 81000-00000-018-60 for 2023 pay 2024 in the amount of \$78.13; Jonathan Grant and Justine C LeBar, parcel 75390-02900-035-00 for 2021 pay 2022 in the amount of \$247.54, for 2022 pay 2023 in the amount of \$356.82, for 2023 pay 2024 in the amount of \$333.21 and for 2024 pay 2025 in the amount of \$329.30; David J Zimiga or Tabatha Lee, parcel 72105-00000-022-00 for 2021 pay 2022 in the amount of \$24.55, for 2022 pay 2023 in the amount of \$25.10, for 2023 pay

2024 in the amount of \$23.32, for 2024 pay 2025 in the amount of \$25.60; Carol A Webb, parcel 72150-03000-002-00 for 2024 pay 2025 in the amount of \$1,198.13.

Motion made by Allen, seconded by Russell, to approve the above abatement/refunds.

Motion made by Allen, seconded by Wahlert, to approve and pay the bills as follows:

GENERAL FUND		
A & B WELDING SUPPLY CO.	SUPPLY	\$121.28
BANGS MCCULLEN	COURT APPOINTED ATTY	\$36.00
BOB BARKER COMPANY INC	SUPPLY	\$2,070.39
BLACK HILLS CHEMICAL	SUPPLY	\$255.45
WITNESS	WITNESS FEES	\$10.67
BLACK HILLS ENERGY	UTILITY POWER/ELECTRCITY	\$3,356.09
BOMGAARS	SUPPLY	\$656.95
CAMERON, GEORGE	COURT REPORTER	\$102.90
CENTURY BUSINESS LEASING	COPIER LEASE & USAGE	\$1,151.04
CHEYENNE SANITATION	SANITATION COLLECTION	\$379.50
COLBATH & SPERLICH, PC	CAAF	\$10,201.97
COUNTY DRUG	INMATE MEDICAL	\$47.92
CORRECT RX PHARMACY SERV.	INMATE MEDICAL	\$15.39
CULLIGAN SOFT WATER	RENTAL/SUPPLY	\$806.85
CUSTER/FALL RIVER REGIONA	DISPOSAL	\$20.00
EN-TECH LLC	FUMIGATION	\$125.00
EXECUTIVE MGMT FINANCE	BIT NETWORK FEES	\$57.25
FALL RIVER COUNTY HERALD	PUBLICATION	\$622.21
FALL RIVER CTY TREASURER	FRSO VEHICLE PLATES	\$26.70
GOLDEN WEST TECHNOLOGIES	INTERNET/FIREWALL	\$6,898.60
GOODSHRED	SHREDDING	\$194.25
HEALTHCARE SERVICES INC	INMATE MEALS	\$13,824.00
CITY OF HOT SPRINGS	CITY WATER BILL	\$25.84
HUSTEAD LAW OFFICE, P.C.	CAAF	\$785.73
WITNESS	WITNESS FEES	\$20.00
WITNESS	WITNESS FEES	\$20.00
WITNESS	WITNESS FEES	\$20.00
LYNNS DAKOTAMART	SUPPLY	\$30.43
LYNN'S DAK. MART PHARMACY	INMATE PHARMACY	\$76.81
MARCO	COPIER LEASE	\$172.80
MASTEL, BRUCE	DATABASE SETUP & MONTLY	\$35.00
MICROFILM IMAGING SYSTEMS	SCANNING EQUIP LEASE	\$140.00
WITNESS	WITNESS FEES	\$22.01
PENNINGTON COUNTY JAIL	INMATE HOUSING	\$904.00
PENNINGTON COUNTY JAIL	INMATE HOUSING PENNINGTON	\$3,255.00
PENNINGTON COUNTY JAIL	TRANSPORT	\$398.06
PREMIER VEHICLE INSTALL	EQUIPMENT	\$10,385.54
SD DEPT OF REVENUE	AUTO/MI STATE REMITT	\$60.00

SD DEPT OF TRANSPORTATION	25' 4-H ADVISOR SALARY	\$43,220.00
SD DEPT OF TRANSPORTATION	FRC 4H ADVISOR SALARY	-\$43,220.00
SDSU EXTENSION	25' 4H ADVISOR SALARY	\$43,220.00
SERVALL	RUGS AND MATS SERVICE	\$470.26
SOUTHERN HILLS LAW PLLC	CAAF	\$1,733.36
VAN DIEST SUPPLY	SUPPLY	\$3,167.50
WAECKERLE LAW PROF LLC	COURT APPOINTED ATTY	\$1,176.50
THOMSON REUTERS	SUBSCRIPTION	\$135.19
WESTERN SD JUV SERV CTR	JUVENILE SERVICES	\$9,610.00
WITNESS	WITNESS FEES	\$24.02
WITNESS	WITNESS FEES	\$22.01
WITNESS	WITNESS FEES	\$24.02
	TOTAL FOR GENERAL FUND	\$116,914.49
COUNTY ROAD & BRIDGE		
BLACK HILLS ENERGY	UTILITY POWER/ELECTRIC	\$791.73
BOMGAARS	SUPPLY/PARTS	\$499.01
BROSZ ENGINEERING, INC.	PROFESSIONAL SERVICE	\$12,185.00
BUILDERS FIRST SOURCE	REPAIR/MAINTENANCE	\$70.04
BUTLER MACHINERY CO.	REPAIR/MAINTENANCE	\$1,463.25
CHEYENNE SANITATION	SANITATION COLLECTION	\$85.00
COLONIAL RESEARCH	SUPPLY	\$245.59
CITY OF EDMONT (UTL)	CITY OF EDMONT WATER	\$559.37
FLOYD'S TRUCK CENTER	PARTS	\$5,170.27
FALL RIVER HEALTH	WORKPLACE DRUG SCREEN	\$50.00
FALL RIVER COUNTY HERALD	PUBLICATION	\$77.29
GOLDEN WEST TECHNOLOGIES	INTERNET/FIREWALL	\$5,113.94
HOT SPRINGS ACE HARDWARE	SUPPLY	\$288.14
CITY OF HOT SPRINGS	CITY WATER BILL	\$882.18
MG OIL	SUPPLY	\$398.08
PHEASANTLAND INDUSTRIES	SIGNAGE	\$580.61
RUSHMORE COMMUNICATIONS	REPAIR/MAINTENANCE	\$877.50
STURDEVANT'S AUTO VALUE	SUPPLY/PARTS	\$1,419.24
FUGIER, JOHN	REPAIR/MAINTENANCE	\$931.20
	TOTAL FOR COUNTY ROAD & BRIDGE	\$31,687.44
911 SURCHARGE REIMBURSEMENT		
WILSON ELECTRIC	REPAIR/MAINTENANCE	\$871.26
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	\$871.26
EMERGENCY MGT		
COMPUTER REPAIR W/THERAPY	REPAIR/MAINTENANCE	\$1,356.23
MARCO	COPIER LEASE	\$86.40
	TOTAL FOR EMERGENCY MGT	\$1,442.63
M & P RELIEF FUND		
MICROFILM IMAGING SYSTEMS	SCANNING EQUIP LEASE	\$75.00

	TOTAL FOR M & P RELIEF FUND	\$75.00
	TOTAL FOR BILLS PD BETWEEN 04/04 AND 04/17/2025	\$150,990.82

Break was taken at 9:50 a.m. The meeting resumed at 9:57 a.m.

Public comments were heard. Ralph McDade, County resident, spoke regarding a petition to vacate an unused platted Right-of-Way. Ganje knew of the petition and asked that he visit with the Register of Deeds again regarding the issue causing the delay in coming before the Commission.

Dan Cullen, Veteran Service Officer, met with the Board to provide the 1st Quarter report. He also stated that he plans on retiring August 10, 2025. Falkenburg thanked him and asked if he would stay on a while to train someone. Cullen agreed to do that.

Motion made by Russell, seconded by Allen, to enter into Executive Session at 10:05 a.m. for Personnel as per SDCL1-2512 (1).

The Board came out of Executive Session at 10:20 a.m.

Sandra Wahlert, Commissioner, presented a brief report regarding the South Dakota Association of County Commissioners workshop that she and Deb Russell attended in Pierre.

Cory Johnson, Johnson Construction, met with the Board to provide information regarding jails and justice centers that his company has remodeled, expanded or done new construction on. The Commissioners each shared their vision of what they would like to see in a Jail/Justice Center. Johnson Construction will come back to the Board with some numbers of potential builds.

Falkenburg declared that the Commission Meeting was in recess until they meet back at 1:30 p.m. to reconvene as the Fall River County Consolidated Board of Equalization.

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

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

AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

TO THE HONORABLE BOARD OF FALL RIVER COUNTY COMMISSIONERS:

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 31st day of March 2025.

Total Amount of Deposit in First Interstate Bank, HS: \$ 1,009,071.82

Total Amount of Cash: \$ 2,586.24

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

Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days: \$ 117,405.54

SAVINGS:

#4) First Interstate Bank, HS: \$ 974,680.26

CERTIFICATES OF DEPOSIT:

#14) Schwab Treasury: \$ 8,836,053.19

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 \$ 10,942,387.51

Dated This 31st Day of March 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	\$	10,085,558.56
Held for other Entities	\$	698,973.12
Held in Trust	\$	157,855.83
TOTAL	\$	10,942,387.51

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.



*Emergency Management
Fall River County*

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

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

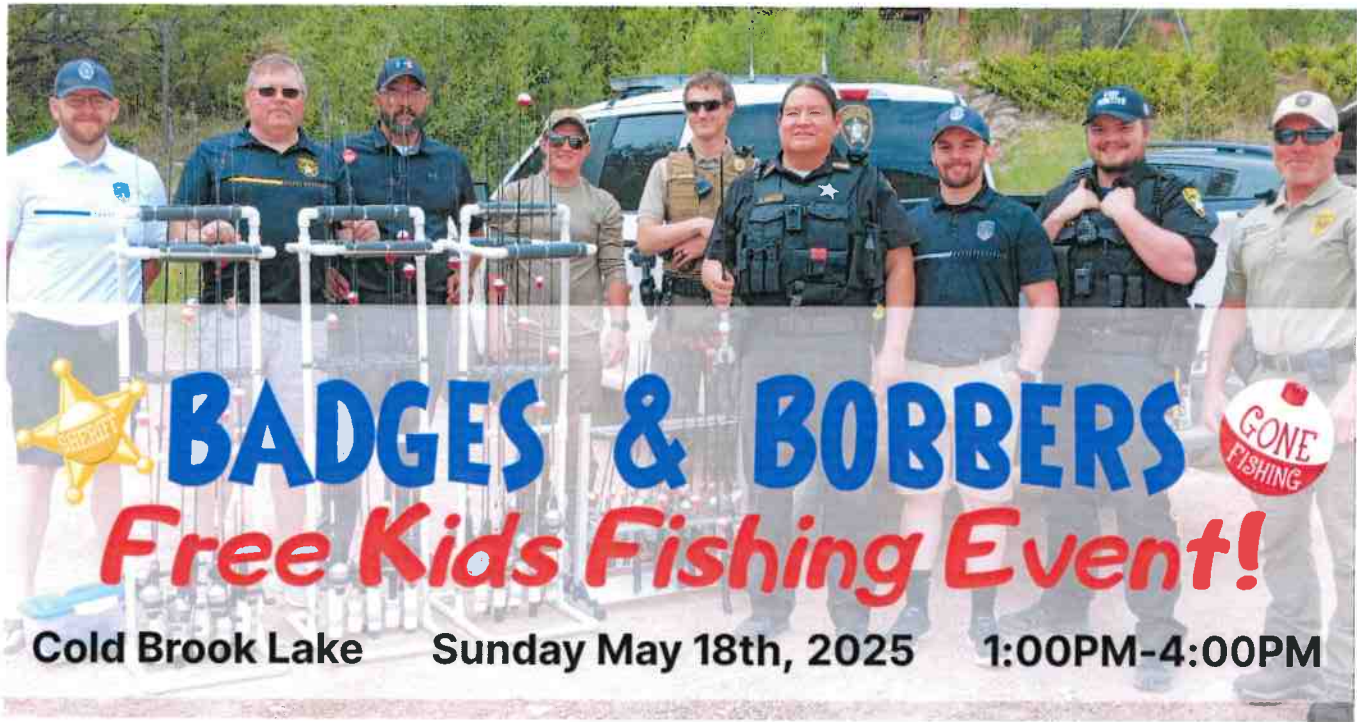


1. HSEEP class in Pierre was a success.
2. Laptop computer for EM1
3. Angostura sirens problem solved
4. Crisis Track class in Rapid City
5. EOC staffing: possibility of DOE personnel
6. Agenda Items: Surplus vehicles 1) 1989 INTERNATIONAL S1900 Tank Truck 2) 1977 Ford Search & Rescue vehicle

7. Fires & Incidents:

4/21 Small hay bale fire, Signal 1 rollover Oral Rd., Signal 2 semi-truck mm8 Hwy 18

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



The Fall River County Sheriff's Office is once again hosting the "Badges & Bobbers" free fishing event for kids in Fall River County.

This will be a great opportunity for kids to meet officers from the Sheriff's Office, South Dakota Game Fish & Parks, Hot Springs Police Department & South Dakota Highway Patrol!

We are excited to share our love for fishing with the kids in our communities. All kids are welcome to bring their own fishing pole and bait; but for those who don't have them, loaner poles and bait will be available thanks to SD GF&P.

HOT DOGS AND DRINKS WILL BE PROVIDED FOR PARTICIPANTS!

Because this event is held during South Dakota's Free Fishing Weekend (May 16th-18th, 2025) Fishing licenses are not required.

RAFFLE PRIZES!
Raffle Prizes will be held per age group:

3 years - 5 years

6 years - 8 years

9 years - 12 years

Plus Random Draws!

For more information or if you would like to donate to the Badges & Bobbers event contact Rachel or Melissa at the Fall River Sheriff's Office 605-745-4444 or SO@FRCCounty.org

REGISTRATION TENT OPENS MAY 18TH @ 12:45

Engineers and Environmental/Survey Consultants

This list is distributed with the understanding that the South Dakota State Historical Society, State Historic Preservation Office, does not recommend, endorse, or assume responsibility for the quality of the work nor guarantee that any work product produced by those on this list will necessarily meet federal or state requirements. The professionals on this list possess varied levels of education and experience, and their listing does not imply that every individual is qualified to conduct all classes or levels of investigation, research, testing, or reporting. The list is in alphabetical order.

- **Albertson Engineering Inc**
 - Contact: Michael Albertson
 - Address: 3202 W Main St Ste C, Rapid City, SD 57702
 - Phone: (605)343-9606
 - Fax: (605)341-7395
 - Email: mike@albertsonengineering.com
 - Specialties: Structural engineering
- **East View Geospatial**
 - Contact: Alex Evert
 - Address: 10601 Wayzata Blvd, Minnetonka, MN 55305
 - Phone: (952)252-4669
 - Email: alexander.evert@eastview.com
 - Website: geospatial.com
 - Specialties: Maps, GIS data, satellite imagery, digital elevation models, population data, meta data services for physical or digital collection, staff of professional librarians and archivists
- **EEL Imaging**
 - Contact: Brian Jensen
 - Address: 4400 W 31st St, Yankton, SD 57078
 - Phone: (605)665-7532
 - Email: brian.j@needmoretowers.com
 - Website: www.eeliimaging.com
 - Specialties: Laser scanning, aerial imaging, surveying, orthophotography
- **Prairie Environmental Consulting LLC**
 - Contact: Jason Biggins
 - Address: PO Box 1266, Sioux Falls, SD 57101
 - Phone: (605)496-1366
 - Email: prairieconsult@gmail.com
 - Website: www.prairie-environmental.com
 - Specialties: Historic restoration of windows, storm windows, other historic features, certified asbestos and lead paint inspection/risk assessment/remediation, certified mold inspection
- **Tetra Tech**
 - Contact: Lynn Peterson
 - Address: 303 Irene St, Helena, MT 59601
 - Phone: (406)443-5210
 - Fax: (406)449-3729
 - Website: www.tetrattech.com
 - Specialties: Environmental consultants, NEPA compliance

- **TSP Inc**
 - Contact: Mark Averett, AIA
 - Address: 1112 N West Ave, Sioux Falls, SD 57104
 - Phone: (605)336-1160
 - Email: info@teamtsp.com
 - Website: www.teamtsp.com
 - Specialties: Architecture, engineering, planning, HP consultant

Contractors

This list is distributed with the understanding that the South Dakota State Historical Society, State Historic Preservation Office, does not recommend, endorse, or assume responsibility for the quality of the work nor guarantee that any work product produced by those on this list will necessarily meet federal or state requirements. The list is in alphabetical order.

- **Building Restoration Corporation**
 - Address: 1920 Oacrest Ave Ste 1, Roseville, MN 5513
 - Phone: (612)638-1803
 - Toll Free: (800)798-6125
 - Fax: (612)789-2875
 - Email: gene@bcrusa.com
 - Website: www.buildingrestoration.com
 - Specialties: Exterior masonry restoration of historic and older structures including tuckpointing and chemical cleaning, exterior sheet metal fabrication
- **Historic Design Consulting LLC**
 - Contact: Mark Johnston
 - Address: 451 Westfield Lane, Vadnais Heights, MN 5127
 - Phone: (612)670-8840
 - Email: info@historic-design.com
 - Website: www.historic-design.com
 - Specialties: Window and door restoration, historic mill work, pane colors and finishes, condition assessment, surveys, masonry, restoration carpentry
- **Historic HomeWorks**
 - Contact: John Leeke
 - Address: 26 Higgins St, Portland, ME, 04103
 - Phone: (202)773-2306
 - Email: johnleeke@historichomeworks.com
 - Website: www.HistoricHomeWorks.com
 - Specialties: Historic and older buildings, historic windows, problem solving, maintenance programming, conditions assessment, project design and planning, training, workshops
- **Pannier**
 - Contact: Robin Heddaeus
 - Address: 345 Oak Rd, Gibsonia, PA 15044
 - Phone: (724)265-4900
 - Fax: (724)265-4300
 - Email: marketing@pannier.com
 - Website: www.panniergraphics.com
 - Specialties: Manufacturer of durable outdoor signs, panels, exhibit bases and frames, used in a full range of applications and built to National Park Service specifications
- **Restoric Enterprises LLC**
 - Contact: Neal Vogel
 - Address: PO Box 9178, Michigan City, IN 46361
 - Phone: (847)987-1912
 - Fax: (847)492-9816
 - Email: restoricllc@earthlink.net
 - Website: www.restoric.com

- Specialties: Art, stained and ornamental glass for windows and skylights, custom oversized historic wood window reproductions, stained glass consulting
- **Stonehouse-Stained Glass Studio**
 - Contact: Martin Stone
 - Address: PO Box 225, Avon, MN 56310
 - Phone: (320)356-9211
 - Toll Free: (800)550-9211
 - Fax: (320)356-9211
 - Email: info@stonehousestainedglass.com
 - Website: www.stonehousestainedglass.com
 - Specialties: Historic preservation of stained glass and leaded glass windows and outside protective glass
- **Swift River Environmental Services**
 - Contact: Paula Pflepsen
 - Address: 520 Los Ranchos Rd NW #36, Albuquerque, AZ 87207
 - Phone: (505)550-6472
 - Email: paula.pflepsen@swiftriveres.com
 - Website: www.swiftriveres.com
 - Specialties: Section 106 compliance, testing, evaluation, tribal relations
- **Terrapin Studio**
 - Contact: Christie Jensen
 - Address: PO Box 1264, Spearfish, SD 57783
 - Phone: (605)642-2520
 - Fax: (605)642-1032
 - Email: terrastu@blackhills.com
 - Website: Terrastu.com
 - Specialties: Stained glass restoration, custom stained-glass art, antique furniture restoration, minority and woman owned
- **West River Masonry Inc**
 - Contact: Scott Kroger
 - Address: 5508 W Elm St, Black Hawk, SD 57718
 - Phone: (605)787-5389
 - Fax: (605)787-7063
 - Email: westrivermasonry@gmail.com
 - Specialties: Masonry

Historic Preservation Consultants

This list is distributed with the understanding that the South Dakota State Historical Society, State Historic Preservation Office, does not recommend, endorse, or assume responsibility for the quality of the work nor guarantee that any work product produced by those on this list will necessarily meet federal or state requirements. The list is in alphabetical order.

- **Eocene Environmental Group**
 - Contact: Mary S. Alfson
 - Address: 5930 Grand Avenue, West Des Moines, Iowa 50266
 - Phone: (267)903-6197
 - Email: malfson@eocene.com
 - Website: <https://eocene.com/>
 - Specialties: Architectural History, Archaeology, History, Cultural Landscapes, Paleontology, GIS
- **TSP Inc**
 - Contact: Mark Averett, AIA
 - Address: 1112 N West Ave, Sioux Falls, SD 57104
 - Phone: (605)336-1160
 - Email: info@teamtsp.com
 - Website: www.teamtsp.com
 - Specialties: Architecture, engineering, planning, HP consultant

Date Received: _____
Date Issued: _____

Uniform Alcoholic Beverage License Application

License No. _____

A. CORPORATION, LLC OR SOLE PROPRIETOR NAME AND MAILING ADDRESS

Name <i>The Lodge at Angostura, LLC</i>	Phone Number <i>605-721-4647</i>		
Address <i>1221 Mt. Rushmore Rd. Rapid City SD 57701</i>	City <i>Rapid City</i>	State <i>SD</i>	Zip <i>57701</i>

B. DOING BUSINESS AS NAME AND PHYSICAL ADDRESS

Name <i>The Lodge at Angostura</i>	Phone Number <i>605-721-4647</i>		
Address <i>13247 N. Angostura</i>	City <i>Hot Springs</i>	State <i>SD</i>	Zip <i>57747</i>

C. INDICATE CLASS OF LICENSE BEING APPLIED FOR (Submit separate application for each class of license).

- | | |
|---|--|
| <input type="checkbox"/> Retail (on-sale) Liquor | <input type="checkbox"/> Retail (on-off sale) Malt |
| <input type="checkbox"/> Retail (on-sale) Liquor - Restaurant | Beverage & SD Farm Wine |
| <input type="checkbox"/> Convention Center (on-sale) Liquor | <input type="checkbox"/> Package Delivery |
| <input type="checkbox"/> Package (off-sale) Liquor | <input type="checkbox"/> Hunting Preserve |
| <input checked="" type="checkbox"/> Retail (on-off sale) Wine and Cider | <input type="checkbox"/> Other _____ |

Is this license in active use?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses? (If yes, please list on additional sheet)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

Is place of business located in a municipality?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
County	<i>Fall River</i>
Do you own or lease this property?	<input checked="" type="checkbox"/> OWN <input type="checkbox"/> LEASE
Are real property taxes paid to date?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Are you of good moral character having never been convicted of a felony?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

D. LEGAL DESCRIPTION OF LICENSED PREMISE:

Legal Description: *Tract Barley #2A IN NW 1/4 NW 1/4, Sec 15, Twp 8 R6*

E. State Sales Tax Number *1039-7686-ST*

F. ☒ New License ☐ Transfer? (\$150) ☐ Re-issuance

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are correct; that the said applicant complies with all of the statutory requirements for the class of license being applied in SDCL 35-2-2.1 and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date <i>4/11/25</i>	Print Name <i>Nicholas Dupont</i>	Signature <i>[Signature]</i>
------------------------	--------------------------------------	---------------------------------

H. APPROVAL OF LOCAL GOVERNING BODY Notice of hearing was published on _____ Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

FOR LOCAL GOVERNMENT USE

(Seal) Mayor or Chairman	Date
--------------------------	------

Renewal—no public hearing held: ☐

Establishment is ineligible for video lottery: ☐

Amount of fee collected with application: \$ *500.00*

Amount of fee retained: \$ *500.00*

Forwarded with application: \$ *0*

If disapproved, endorse reason thereon and return to applicant

Uniform Alcoholic Beverage License Application
(For corporate/partnership/LP/LLC applicants)

Name of corporation/partnership/LP/LLC <i>The Lodge at Angostura LLC</i>		
Address of office and principal place of business of corporation/partnership/LP/LLC <i>1211 Mt. Rushmore Rd. Rapid City, SD 57701</i>		
City	State	Zip Code
Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Name, title of office, occupation, and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
<i>Nicholas Dupont</i>	<i>Dupont Real Estate</i>	<i>1211 Mt. Rushmore Rd</i>	<i>Real Estate Broker</i>
<i>Alicia Dupont</i>	<i>Dupont Real Estate</i>	<i>1211 Mt. Rushmore Rd</i>	<i>Real Estate Agent</i>

Name of any officers, directors, partners, or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name	Type of License	License #	Financial Interest Held	Address of Business Location
<i>None</i>				


Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc.?

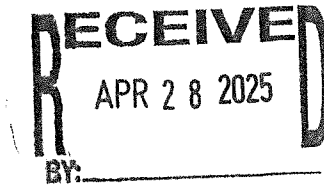
<i>1211 Mt. Rushmore Rd., Rapid City, SD 57701</i>
--

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner 	Date <i>4/11/25</i>
---	------------------------



Division of Planning/Engineering
Right of Way Program
700 E Broadway Avenue
Pierre SD 57501-2586
O: 605-773-6848 | F: 605-773-5867
dot.sd.gov

April 23, 2025

Sue Ganje
Fall River County Auditor
906 North River Street
Hot Springs, SD 57747

RE: P 0043(00) Fall River County
PCN 049U, Parcels 1, 2, 3, 11 & 4, 4A, 5, 6, 7, 8, & 10

Dear Sue,

Enclosed please find the Right of Way Agreements from Cindy S Brunson, along with copies of the deed, plats, and the Joint Powers Agreement for your reference and Right of Way Agreement & Wetland Permanent Easement from Thomas V. Simons along with copies of the deed and plats for your reference.

The Right of Way Agreements and Wetland Permanent Easement will need to be signed by the Commission Chairman. Please return the signed agreements in the enclosed self-addressed stamped envelope. Let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Anderson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Mark Anderson
Right of Way Supervisor/Admin-Titles
(605)773-6848
mark.anderson@state.sd.us
Enclosures

RIGHT OF WAY AGREEMENT

Project No. P 0043(00) PCN No. 049U Parcel No. 1, 2, 3, 11
County: Fall River

This AGREEMENT for highway right of way without control of access is entered into by the undersigned, hereinafter referred to as the GRANTOR, and the County of Fall River, South Dakota, hereinafter referred to as GRANTEE, witnesseth;

WHEREAS, the GRANTEE contemplates the construction, operation and maintenance of highway facilities on the above-described project as provided by Law; and;

WHEREAS, a portion of the highway right of way necessary for the proper completion of such highway is located over and across the real property hereinafter described as:

Lot H1 in JC Brunson Tract in the NW1/4 of Section 10, Township 10 South, Range 2 East of the B.H.M., Fall River County, South Dakota, containing 2.17 acres (94655 sq. ft.), m/l.

Lot H2 in JC Brunson Tract in the SW1/4 of Section 10, Township 10 South, Range 2 East of the B.H.M., Fall River County, South Dakota, containing 2.78 acres (121080 sq. ft.), m/l.

Lot H3 in JC Brunson Tract in the SE1/4 of Section 10, Township 10 South, Range 2 East of the B.H.M., Fall River County, South Dakota. Lot H3 containing 14.77 acres (643338 sq. ft.), more or less; of which 0.22 acre (9451 sq. ft.), more or less, is statutory section line right of way.

Lot H1 in Outlot A of Tract Igloo in the SE1/4 of Section 10, Township 10 South, Range 2 East of the B.H.M., Fall River County, South Dakota, containing 0.03 acre (1250 sq. ft.), m/l.

NOW, THEREFORE, it is expressly agreed and understood by the parties hereto that:

- (1) This AGREEMENT shall remain in full force and effect until such time as the above-described real property is no longer needed for highway purposes and is disposed of in accordance with Law; and;
- (2) The construction area does contain existing fence. If the construction area does contain existing fence, the following conditions apply:

- A. The GRANTOR may clear existing fence before it is cleared by the GRANTEE. Any fence existing within the construction easement area will become the property of and will be disposed of by the GRANTEE or the GRANTEE'S agents or assigns if not salvaged by the GRANTOR prior to being cleared by the GRANTEE. The GRANTOR will not be responsible for retention of livestock if the GRANTOR salvages the fence. The GRANTEE'S contractor will provide a temporary fence, where necessary, to retain livestock if the GRANTEE clears the existing fence. Such temporary fence remains the property of and may be removed by the GRANTEE's contractor.
 - B. The GRANTEE will replace existing fence removed by the GRANTEE. Any replacement fence will consist of the following type of fence that conforms as nearly as possible to the existing fence:

Temporary type 2 fence during construction.
 - C. Permanent fence, except permanent fence constructed within highway right of way, will become the property of and will be maintained by the GRANTOR. Permanent fence constructed within the highway right of way will remain the property of and must be maintained by the GRANTEE.; and;
- (3) The easement area does require type 1A Temporary fence for environmental purposes. The GRANTOR will maintain the Type 1A temporary fence in place for at least three (3) years after completion of project construction and will be responsible for any subsequent removal or replacement of the fence.; and;
 - (4) The area(s) disturbed by this contemplated construction does contain existing crop at the date of execution of this AGREEMENT. If the construction area does contain crop at the date of execution of this AGREEMENT, the following conditions apply:
 - A. The GRANTEE will pay for crop damage caused by the GRANTEE within the construction easement area only when such crop has been planted prior to the date the GRANTOR signs this AGREEMENT.
 - B. The GRANTEE will not pay for damage to perennial grass being used for pasture.
 - C. The amount of crop damage to be paid by the GRANTEE will be based on the area damaged, percent of damage, average yield on adjoining fields, and market price at the time of harvest less a predetermined harvesting cost. Type and location of crops planted prior to the signing date of this AGREEMENT are: None.
 - (5) Conditions relating to temporary easement areas on GRANTOR's property are contained in a separate Temporary Easement Agreement; and;
 - (6) The easement area does contain buildings or improvements which are considered to be a part of the real property, such as fixtures, removable building equipment, and trade fixtures. If the easement area does contain such items, the following conditions apply:

GRANTOR will retain cattle panels and posts at station 5+00 to 10+00.

- A. The GRANTOR is allowed to retain, for their salvages value, the buildings or improvements listed in 6.B. below. The GRANTOR must remove these items from the above-described real property by April 30, 2024, unless the GRANTEE grants, in writing, a removal date extension, or prior to construction on July 30, 2024.
- B. The GRANTOR agrees items being retained and the salvage value of these items are:

N/A

- C. The GRANTEE will withhold \$0.00 from any payments due under this AGREEMENT until the GRANTOR has removed the salvaged items.

- (7) The AGREEMENT does contain mutually agreed upon special conditions. If the AGREEMENT contains special conditions, the special conditions are as follows:

See attached Attachment A, which is incorporated herein by this reference.

- (8) The GRANTOR relinquishes all of her right of access, light, air and view between the portions of the above-described real property where the right of way is designated to have control of access except in those specific locations as may be designated now or in the future by the GRANTEE; and;
- (9) The payment provided for under this AGREEMENT includes compensation for any and all damage to or decrease in value of GRANTOR'S remaining property, including severance damages, attributable to the above-referenced project.
- (10) The GRANTOR grants possession of the above-described real property to the GRANTEE and all foregoing conditions are binding upon the GRANTEE only upon approval of this AGREEMENT by the GRANTEE'S authorized representative and in the event said approval is not obtained, this AGREEMENT is null and void and of no force or effect; and;
- (11) The GRANTOR understands and agrees that if there are liens, mortgages or other encumbrances against the above-described real property, the holder of such lien, mortgage or encumbrance may be named as co-payee on any payment to be made pursuant to this AGREEMENT.
- (12) Upon receipt of possession of the subject property, GRANTEE and/or its agents and contractors shall be entitled to enter upon the property for the purposes of inspecting, surveying, flagging and other preliminary activities incident to the construction project. GRANTEE may so enter upon the property for such purposes even though GRANTOR may still be occupying the property by agreement with GRANTEE. In the vent GRANTOR continues to occupy the property subsequent to granting GRANTEE possession, GRANTEE and/or its agents or contractor shall not enter upon the property for any purposes without first providing reasonable prior notice to GRANTOR.

NOW, THEREFORE, BE IT AGREED, that the total consideration is Twenty-Two Thousand One Hundred Two Dollars and Fifty Cents (\$22,102.50), it is understood and agreed will be paid

Cindy Brunson

ATTACHMENT A

1. The chain link fence will be now stationed on the North Side of the New Road which will run from Station 49+50L to 84-19L. This will terminate at the BNSF Railroad Property.
2. Type 3 Fence (5 wire) will be installed on the South side of the new Road from Station 10+39R to 53+52R. As this will terminate on the property line abutting the neighbor to the East.
3. There will be four "autogates" with 24-foot swing gates along side for cattle traffic, installed at Stations 10+39R, 45+00R, 84-19L, and at 83-95L. Exact locations may change a few feet to be determined by the Engineer.
4. Cindy Brunson will retain rails removed from 44+65R to 44+75L and 44+89R to 45+02, and will agree to provide an area to store the rails (outside of the construction area, but close to the removal area).
5. Cindy Brunson will retain any wood which will be removed and released by the project from the Coal Creek Bridge Station 5+00 and Cindy's side of the BNSF Bridge Station 9+00, and will provide a storage area out of the construction area, but close to the construction area.
6. Cindy Brunson will receive \$14,812.50 for the Permanent Acquisition, in addition to \$7,290.00 for compensation of the Temporary Easements from the project. The total will be \$22,102.50.
7. Engineer will design Semi turn widths on the road turns to accommodate all turning radii.
8. Cindy Brunson to retain personal cattle panels and T-posts on current Fort Igloo Road at station 5+00 to 10+00.
9. Remove approach at station 59+18L.

9+52 CL 45' LHF
Clean Out 36" x 140' RCP
Incidental Work, Grading

13+58 L
Remove 12' x 74' RCP
Incidental Work, Grading

26+56 L
Remove 24' x 72' RCP
Incidental Work, Grading

15+89 R
Remove 4.5' x 8.5' Concrete Slab
Remove And Salvage Water Trough
Incidental Work, Grading

9+36 R
Install 24' Precast
Cattle Guard

10+41 - 18' RCP - 3 R
Install 3 - 36" x 7.5' Short Radius Bends
Ohio end of Existing 56" RCP
Install 36" x 72' RCP and 1 Filtered End Section

26+56 - 5' LHF
Install 24' x 72' RCP and
2 Stopped End Sections

Install Type 2 Object Marker Back to Back
at the following locations:
Station Side Location
10+66 R Curvert End
26+47 L Curvert End
26+61 L Curvert End

Install Bank and Channel Protection Gabions with
Type B Drainage Fabric at the following locations:
Station Side Location
10+67 R Curvert End
26+80 L Curvert End
26+81 L Curvert End

'Auto-Gate'

Trail type

Quail Bar
Trail type

Parcel 11
Cindy S. Brunson

BEGIN P 0043(00)
Station 9+56.06

Existing Chain Link Fence to Remain

20' Chain Link
Gate
3' x 7' 3"
Barn
3' x 7' 3"
Barn
3' x 7' 3"
Barn
3' x 7' 3"
Barn

Parcel 1
Cindy S. Brunson

9+44.9 - 50.8 & 100.8
10+39.4 - 51.8 & 101.9
10+89.4 - 52.6 & 102.4
11+61.77
Quarter Line 14+99.30

15+00
14+21.34-56.3
15+26-77.5
16+09-158

Parcel 2
Cindy S. Brunson

23+58.81-67.3
24+56.10-108
25+51-160
Quarter Line 22+92.49

Parcel 3
Cindy S. Brunson

"New" Road

*Type 3 Force
on South side of*

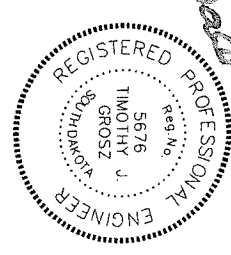
Parcel 1
9+44.9 R to 10+39.4 R
Temporary Easement containing
0.11 ac. more or less

Parcel 1
10+89.4 R to 14+11.54 R
Temporary Easement containing
0.18 ac. more or less

Parcel 2
14+21.3 R to 24+58.2 R
Temporary Easement containing
1.59 ac. more or less

Parcel 3
23+58.81 R to 26+79.6 R
Temporary Easement containing
0.60 ac. more or less

Parcel 4
26+37.50 R to 26+87.50
Temporary Easement containing
0.03 ac. more or less



Sheet 1



Scale: 1"=200

STATE OF		PROJECT		SHEET TOTAL	
SOUTH		P 0043(00)		NO.	SHEETS
DAKOTA				30	104
Project Date: 09/09/21					
Revised Date: 09/07/21					
Initial: JH					

30+54 R
Remove 18" x 74 RCP
Incidental Work, Grading

44+51 R
Remove 42" x 64 RCP
Incidental Work, Grading

44+65 R to 44+75 L
Remove 220 Ft of Railroad Track

44+89 R to 45+02 R
Remove 33 Ft of Railroad Track

44+92 R
Remove Concrete Headwall
Incidental Work, Grading

45+17 R
Remove 42" x 58 RCP
Incidental Work, Grading

44+32.35 - 62.55 R to 45+45.01 - 61.35 R
Install 48" x 104 CMP and
2 Shaped End Sections

Install Bank and Channel Protection Gables with
Type B Drainage Fabric at the Following Locations:
Station Side Location
45+53 R Culvert End
45+67 R Culvert End
47+00 R Culvert End

Install Type 2 Object Marker Back to Back
at the Following Locations:
Station Side Location
45+54 L Culvert End
45+62 R Culvert End
46+95 R Culvert End
47+05 L Culvert End

46+58 - 12" RCP
Install 48" x 54 RCP and
2 Shaped End Sections

47+00
Install 24" x 78 RCP and
2 Shaped End Sections

STATE OF	PROJECT	SHEET NO.	TOTAL SHEETS
SOUTH DAKOTA	P 0043(00)	33	104
Posting Date: 08/06/21			
Revised Date: xxxxxxxx			
Initials: JTH			

Scale: 1"=200'

PI 30+99.65
N 333144.23
E 1026789.23
Del 40° 14' 15" L
Dc 7° 54' 10"
T 285.58
L 509.15
R 725

Parcel 11
Cindy S. Brunson

PI 46+99.46
N 332956.51
E 1028400.18
Del 62° 18' 05" L
Dc 8° 11' 06"
T 423.11
L 761.16
R 700

PI 52+55.16
N 333485.57
E 1028761.69
Del 32° 55' 50" R
Dc 8° 11' 06"
T 206.89
L 402.32
R 700

Sec. 10-T10S-R2E

Sec. 11-T10S-R2E

Parcel 3
Cindy S. Brunson

Parcel 3
33+56.5 R to 52+72.18 R
Temporary Easement containing
1.23 ac. more or less

Parcel 4
Thomas V. Simons

53+11 R
End of Chain Fence
Begin Special Fence



Sheet 3

80+05 L
Remove 18" x 36" RCP
Incidental Work, Grading

201011 045014
 1000 10 X 2000 1000 10 X 17 POC
 and 2 Safety Ends 00120113 X 17 POC

32474 - 304 2437 - L
Grade Bookends to Their Existing RCR
Incidental Work, Grading

Station	Size	Location	CY/HR	Stakes
35100	R	Channel End	4.5	15
35400	L	Channel End	4.5	12
35400	L	Channel End	4.5	10
70467	R	Channel End	4.5	15

2010年10月10日

[illegible]

Parcel 11
Cindy S. Brunson

Sec. 11-T10S-R2E

Nand
chain link
fence

Scale: 1"=200'

STATE OF SOUTH DAKOTA	PROJECT	SHEET NO.	TOTAL SHEETS
	P 0043(00)	36	104

Plotting Date: 08/06/21
 Revised Date: 09/07/21
 Initials: JTH

Release to ROW 10/25/21

Parcel A
52+86 R to 61+57.9 R
Temporary Easement containing
2.03 ac. more or less

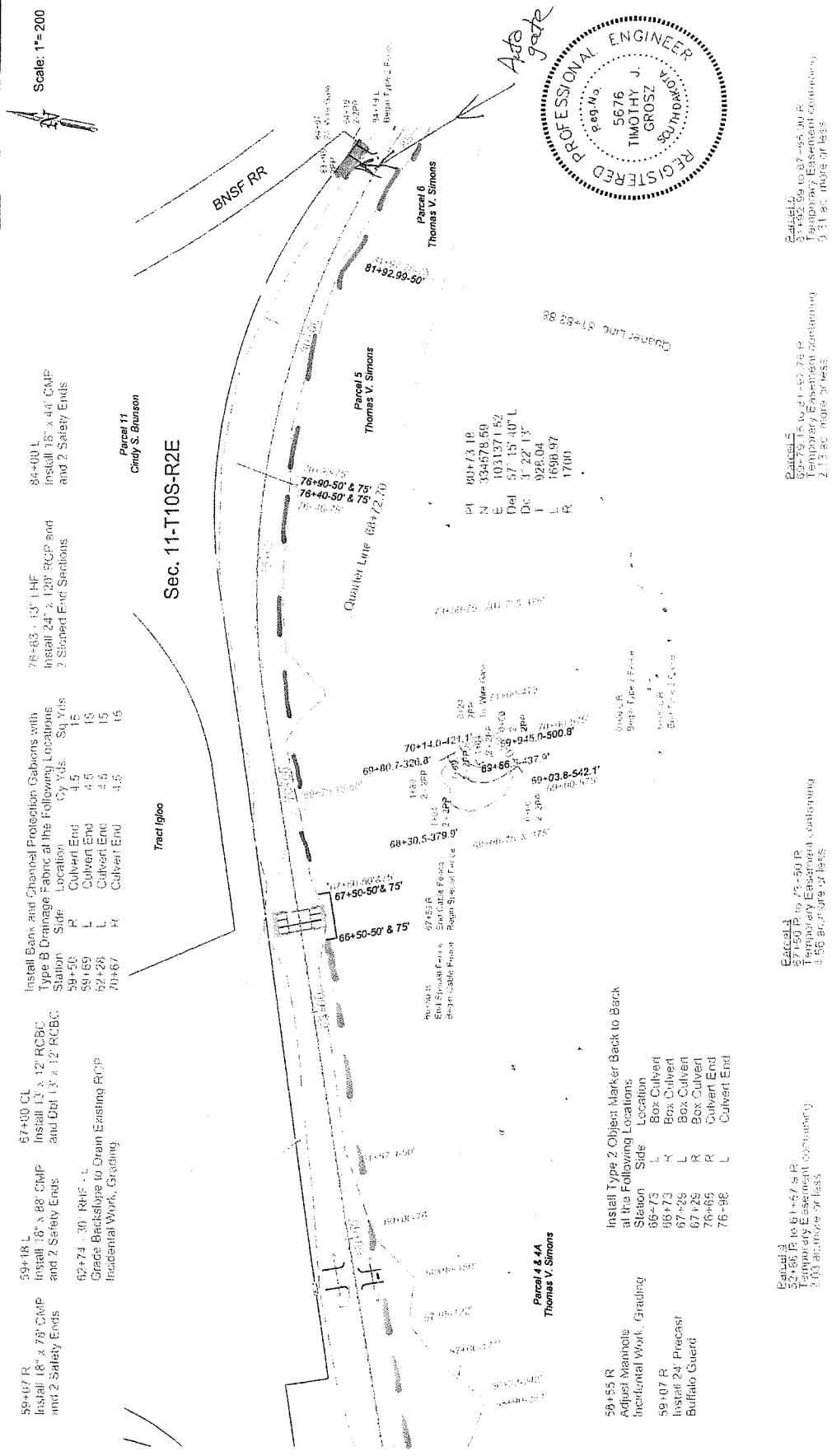
Parcel 4
67+50 R to 73+50 R
Temporary Easement containing
4.56 ac. more or less

66+79.15 to 81+97.76 R
Temporary Easement containing
2.13 ac. more or less

81+92.99 to 87+65.00 R
Temporary Easement containing
0.31 ac. more or less

Foot

STATE OF	PROJECT	SHEET	TOTAL
SOUTH DAKOTA	P 0043(00)	36	104
Posting Date: 08/06/21 Revised Date: 09/07/21 Plans: J11			



Sheet 3

Release to ROW 10/25/21

DOTRW-84 (1-19)

COPY

EXEMPT FROM TRANSFER FEE SDCL 43-4-22(2)

WARRANTY DEED

Project No. P 0043(00) PCN No. 049U Parcel No. 1, 2, 3, 11
County Fall River

Cindy Brunson, Grantor, of Fall River County, State of South Dakota, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, GRANTS, CONVEYS AND WARRANTS to Fall River County, Grantee, of 906 N. River Street, Hot Springs, Fall River County, South Dakota 57747, the following described real estate in the County of Fall River in the State of South Dakota:

Lot H1 in JC Brunson Tract in the NW1/4 of Section 10, Township 10 South, Range 2 East of the B.H.M., Fall River County, South Dakota.
Lot H1 containing 2.17 acres (94655 sq. ft.), more or less.

Lot H2 in JC Brunson Tract in the SW1/4 of Section 10, Township 10 South, Range 2 East of the B.H.M., Fall River County, South Dakota.
Lot H2 containing 2.78 acres (121080 sq. ft.), more or less.

Lot H3 in JC Brunson Tract in the SE1/4 of Section 10, Township 10 South, Range 2 East of the B.H.M., Fall River County, South Dakota.
Lot H3 containing 14.77 acres (643338 sq. ft.), more or less; of which 0.22 acre (9451 sq. ft.), more or less, is statutory section line right of way.

Lot H1 in Outlot A of Tract Igloo in the SE1/4 of Section 10, Township 10 South, Range 2 East of the B.H.M., Fall River County, South Dakota.
Lot H1 containing 0.03 acre (1250 sq. ft.), more or less.

SIGNATURE AND ACKNOWLEDGMENT FOLLOWS ON NEXT PAGE

Dated this 13 day of November, 2023.

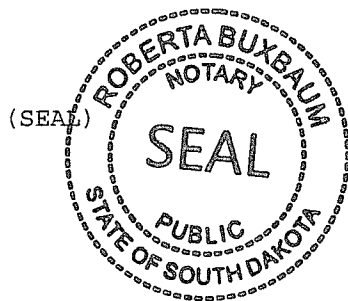
Cindy Brunson
Cindy Brunson

ACKNOWLEDGMENT

STATE OF So. Dak.)
COUNTY OF Fall River) SS

On this the 13th day of November, 20____, before me, Roberta Buxbaum, a notary public, personally appeared Cindy Brunson, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



Roberta Buxbaum
Notary Public

My Commission Expires: 6-14-27

PLAT OF LOT H2

In JC Brunson Tract in the SW1/4 of Section 10 - Township 10 South - Range 2 East of the B.H.M.

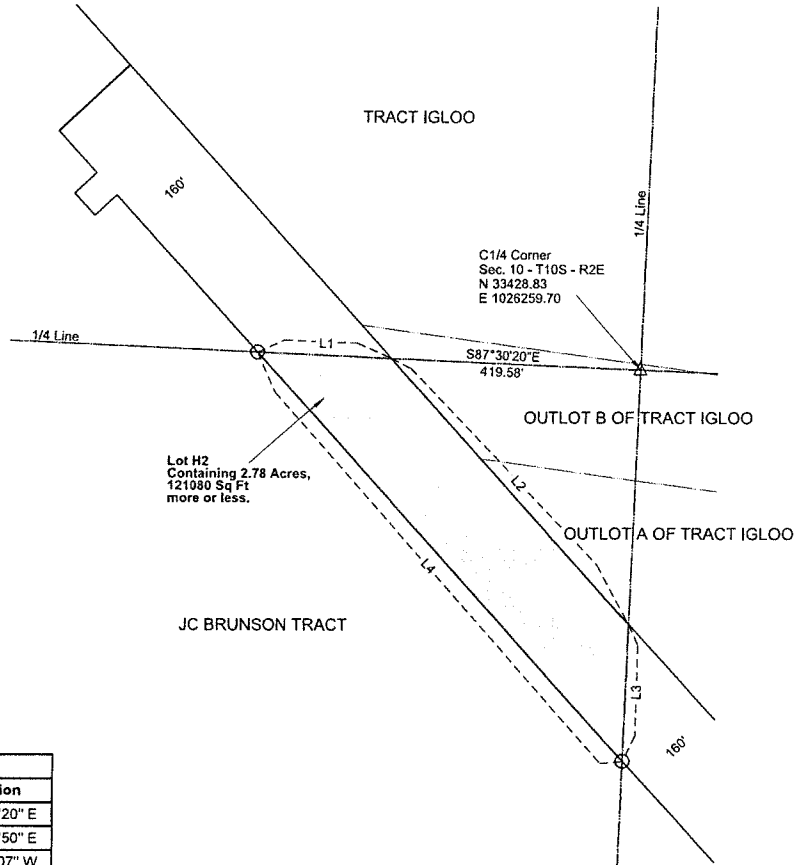
FALL RIVER COUNTY, SOUTH DAKOTA

Showing a parcel of land to be acquired for highway purposes

Scale: 1 inch = 200 feet

LEGEND

- [Hatched Box] = existing right of way
 ● = found R.O.W. corner
 ○ = set R.O.W. corner
 ▲ = found P.L.S.S. corner
 △ = set P.L.S.S. corner
 ⊙ = calculated corner
 ■ = found property corner
 □ = set property corner
 (n) = not used for boundary location



Line Table		
Name	Length	Direction
L1	226.04	S 87°30'20" E
L2	596.16	S 42°26'50" E
L3	227.34	S 2°17'07" W
L4	917.34	N 42°26'50" W

Note 1: The coordinates, distances and areas shown on this plat are based on the South Dakota State Plane coordinate System - South Zone, NAD 83/11 epoch 2010.00, Geoid 12A SF = 0.99975938

Note 2: All monumentation will be set upon project completion

Drawn By Michael A. Jordan Date 7/13/2021
 Checked By Michael A. Jordan Date 7/13/2021

SURVEYOR'S CERTIFICATE

I, MICHAEL A. JORDAN, Registered Land Surveyor, in and for the State of South Dakota, do hereby certify that as ordered by the County Commission of Fall River the parcel of land as shown on this plat has been surveyed at my direction and under my control, and such parcel of land shall be hereafter known by the lot number designated herein. The location and dimensions of the parcel are shown on this plat.

In witness whereof, I have set my hand and seal this _____ day of _____ A.D., 20____

Registered Land Surveyor
 Registration No. 5353



OFFICE OF REGISTER OF DEEDS

State of South Dakota
 County of _____ ss
 Filed for record the _____ day of _____, A.D., 20____, at _____ M., and recorded in Books of Plats _____ on Page
 _____ therein.
 049U
 P 0043(00)

Register of Deeds

by

Deputy

Release to ROW 10/25/21

PLAT OF LOT H3

In JC Brunson Tract in the SE1/4 of Section 10 - Township 10 South - Range 2 East of the B.H.M.

FALL RIVER COUNTY, SOUTH DAKOTA

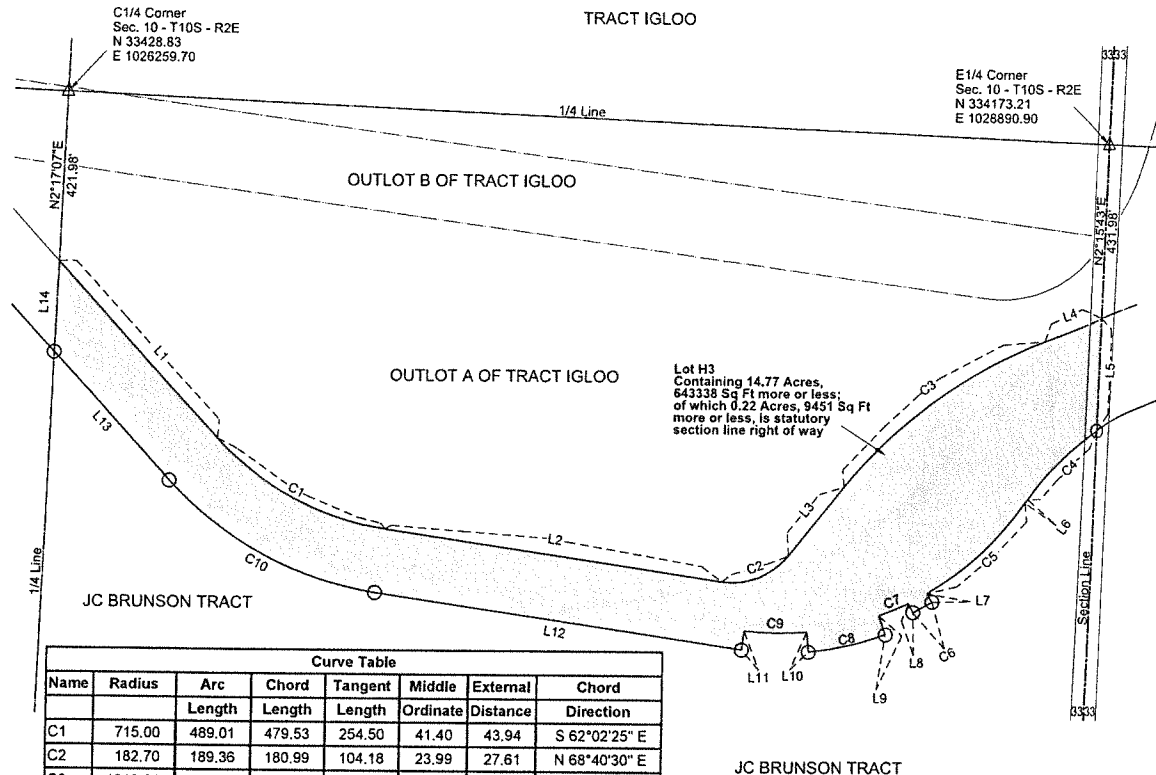
Showing a parcel of land to be acquired for highway purposes

Scale: 1 inch = 300 feet

- LEGEND**
- ▣ = existing right of way
 - = found R.O.W. corner
 - = set R.O.W. corner
 - ▲ = found P.L.S.S. corner
 - △ = set P.L.S.S. corner
 - ⊙ = calculated corner
 - = found property corner
 - = set property corner
 - (n) = not used for boundary location

Line Table		
Name	Length	Direction
L1	594.77	S 42°26'50" E
L2	856.80	S 81°38'00" E
L3	221.00	N 38°59'00" E
L4	161.00	N 68°31'25" E
L5	280.86	S 2°15'43" W
L6	10.77	S 34°20'42" W
L7	25.00	S 30°04'35" E

Line Table		
Name	Length	Direction
L8	25.00	N 25°59'02" W
L9	50.00	S 19°50'41" E
L10	50.00	N 5°31'17" W
L11	47.86	S 6°38'47" W
L12	933.96	N 81°38'00" W
L13	433.27	N 42°26'50" W
L14	227.34	N 2°17'07" E



Curve Table							
Name	Radius	Arc Length	Chord Length	Tangent Length	Middle Ordinate	External Distance	Chord Direction
C1	715.00	489.01	479.53	254.50	41.40	43.94	S 62°02'25" E
C2	182.70	189.36	180.99	104.18	23.99	27.61	N 68°40'30" E
C3	1218.04	627.99	621.05	321.14	40.25	41.62	N 53°45'12" E
C4	650.00	249.66	248.13	126.39	11.95	12.17	S 45°20'54" W
C5	750.00	334.82	332.05	170.25	18.61	19.08	S 47°08'03" W
C6	775.00	55.36	55.34	27.69	0.49	0.49	S 61°58'12" W
C7	750.00	80.36	80.32	40.22	1.08	1.08	S 67°05'09" W
C8	800.00	199.99	199.47	100.52	6.24	6.29	S 77°19'01" W
C9	750.00	159.28	158.98	79.94	4.22	4.25	N 89°26'15" W
C10	875.00	598.44	586.84	311.45	50.66	53.78	N 62°02'25" W

Note 1: The coordinates, distances and areas shown on this plat are based on the South Dakota State Plane coordinate System - South Zone NAD 83/11 epoch 2010.00 Geoid 12A SF = 0.99975938

Note 2: All monumentation will be set upon project completion

Drawn By Michael A. Jordan Date 7/13/2021
 Checked By Michael A. Jordan Date 7/13/2021

SURVEYOR'S CERTIFICATE

I, MICHAEL A. JORDAN, Registered Land Surveyor, in and for the State of South Dakota, do hereby certify that as ordered by the County Commission of Fall River the parcel of land as shown on this plat has been surveyed at my direction and under my control, and such parcel of land shall be hereafter known by the lot number designated herein. The location and dimensions of the parcel are shown on this plat.

In witness whereof, I have set my hand and seal this _____ day of _____ A.D., 20____

Registered Land Surveyor
 Registration No. 5353



OFFICE OF REGISTER OF DEEDS

State of South Dakota
 County of _____ ss
 Filed for record the _____ day of _____ A.D., 20____, at _____ M., and recorded in Books of Plats _____ on Page _____
 _____ therein.
 049U
 P 0043(00)

Register of Deeds

by

Deputy

Release to ROW 10/25/21

PLAT OF LOT H1

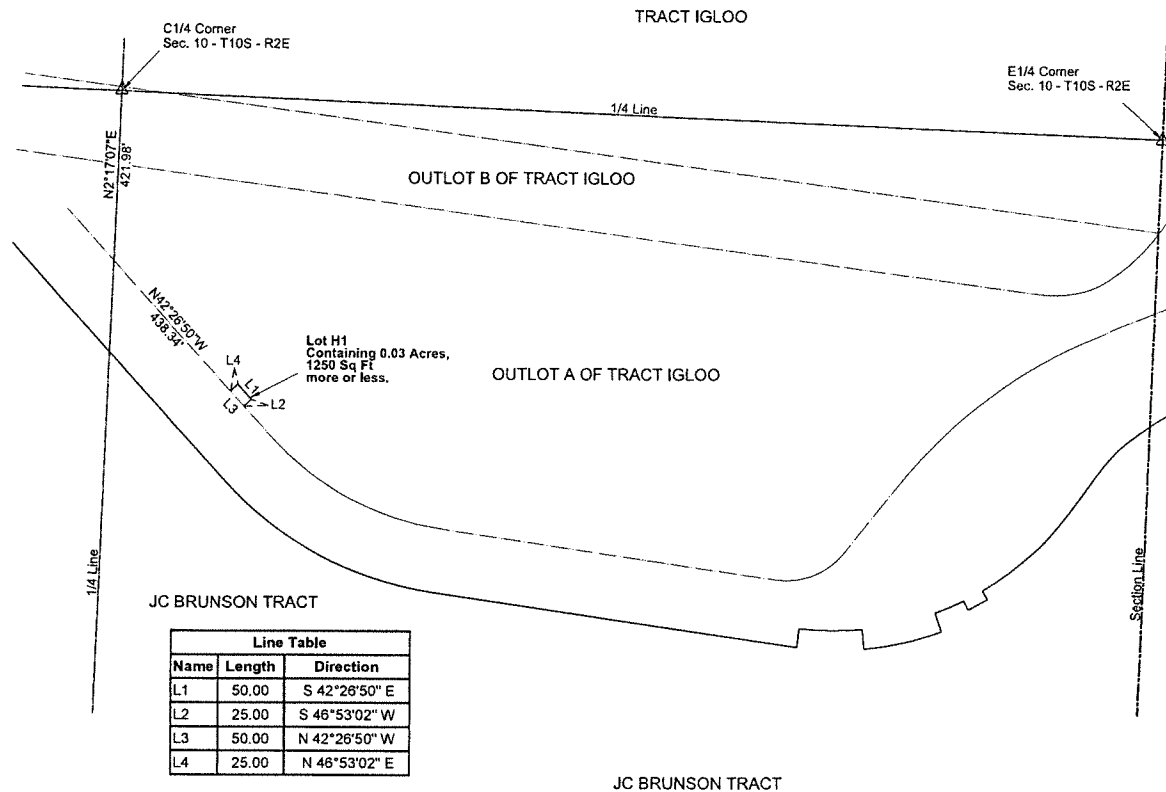
in Outlot A of Tract Igloo in the SE1/4 of Section 10 - Township 10 South - Range 2 East of the Black Hills Meridian

FALL RIVER COUNTY, SOUTH DAKOTA

Showing a parcel of land to be acquired for highway purposes

Scale: 1 inch = 300 feet

- LEGEND**
- ▨ = existing right of way
 - = found R.O.W. corner
 - = set R.O.W. corner
 - ▲ = found P.L.S.S. corner
 - △ = set P.L.S.S. corner
 - ⊙ = calculated corner
 - = found property corner
 - = set property corner
 - (n) = not used for boundary location



Note 1: The coordinates, distances and areas shown on this plat are based on the South Dakota State Plane coordinate System - South Zone NAD 83/11 epoch 2010.00 Goid 12A SF = 0.99975935

Note 2: All monumentation will be set upon project completion

Drawn By Michael A. Jordan Date 7/13/2021
 Checked By Michael A. Jordan Date 7/13/2021

SURVEYOR'S CERTIFICATE

I, MICHAEL A. JORDAN, Registered Land Surveyor, in and for the State of South Dakota, do hereby certify that as ordered by the County Commission of Fall River the parcel of land as shown on this plat has been surveyed at my direction and under my control, and such parcel of land shall be hereafter known by the lot number designated herein. The location and dimensions of the parcel are shown on this plat.

In witness whereof, I have set my hand and seal this _____ day of _____ A.D., 20____

Registered Land Surveyor
 Registration No. 5353



OFFICE OF REGISTER OF DEEDS

State of South Dakota
 County of _____ ss
 Filed for record the _____ day of _____, A.D., 20____, at _____ M., and recorded in Books of Plats _____ on Page _____ therein.

049U
 P 0043(00)

Register of Deeds

by

Deputy

Release to ROW 10/25/21

AGREEMENT NUMBER 910984

AN AGREEMENT BETWEEN THE STATE OF SOUTH DAKOTA,
DEPARTMENT OF TRANSPORTATION AND FALL RIVER COUNTY
TO BUILD A NEW ROAD BETWEEN PROVO AND IGLOO

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and Fall River County, South Dakota, referred to in this Agreement as the "COUNTY."

BACKGROUND:

1. The parties previously entered into an agreement entitled, "An Agreement for Improvement of State Trunk Highway 298 from SD47 Approximately 1.2 Miles Southwest," which agreement was entered into by the parties on July 1, 1997, and assigned agreement number 711255 by the STATE, referred to in this Agreement as "AGREEMENT NUMBER 711255." Section A.5. of AGREEMENT NUMBER 711255 required the STATE to replace the structure over the Burlington Northern Railroad (Structure Number 24-102-188). Rather than replace the structure over the Burlington Northern Railroad (Structure Number 24-102-188, as required under AGREEMENT NUMBER 711255, as well as replace the structure over Coal Creek (Structure Number 24-103-188), the parties agree it is more economical to construct a different route into the town of Igloo, South Dakota.
2. The STATE and the COUNTY want to construct a public highway located on a new alignment from SD Highway 471 (SD471) at Provo west and northwest to town of Igloo, approximately 2.0 miles, referred to in this Agreement as the "PROJECT." The Project Number is P 0043(00) PCN 049U. The total cost of the PROJECT is estimated to be \$950,000.
3. The PROJECT work will include but not be limited to design and construction engineering, environmental coordination, grading, drainage structures, gravel surfacing, and right of way acquisition for the new alignment. The PROJECT will also involve the removal of the two existing structures, Structure Numbers 24-102-188 and 24-103-188 as well as obliteration of approximately 1.17 miles of Fort Igloo Road from SD471 to the gate of Fort Igloo.
4. The STATE will provide a maximum of One Million, One Hundred Thousand Dollars (\$1,100,000.00), in STATE funds towards the cost of the PROJECT, which represents the estimated replacement cost of Structure Number 24-102-188 over the railroad on Fort Igloo Road, based on estimates made in 2013. The STATE, at the STATE'S discretion may re-evaluate and adjust the STATE'S contribution towards the cost of the PROJECT at the time the PROJECT is expected to be let to bids (approximately 2018).

THE STATE AND THE COUNTY MUTUALLY AGREE AS FOLLOWS:

A. The STATE:

1. The STATE will develop the Scope of Services for the design of the PROJECT in conjunction with the COUNTY.
2. The STATE will provide technical assistance for the PROJECT and review plans and specifications.
3. The STATE will purchase right-of-way and any necessary relocation for the PROJECT. The STATE will purchase, per the STATE'S construction plans, the right-of-way for the PROJECT in the name of the COUNTY.
4. If negotiations are unsuccessful in securing the property interests necessary for the PROJECT, the STATE will negotiate and acquire those property interests in the name of the STATE and will

handle the condemnation of any right of way and temporary easements. Upon completion of the construction and approval of the South Dakota Transportation Commission, the STATE will transfer to the COUNTY the parcel or parcels acquired by condemnation.

5. The STATE will provide the construction plans, specifications, and estimates for the COUNTY'S review and approval prior to advertising the PROJECT for bids.
6. The STATE will advertise, let to contract, award, and be the contracting party for the PROJECT.
7. The STATE will obtain the COUNTY'S concurrence before authorizing any changes to the PROJECT work under the STATE approved PROJECT plans and specifications.
8. The STATE will obliterate approximately 1.17 miles of Fort Igloo Road from SD471 to the gate of Fort Igloo Road as part of the PROJECT.
9. Rather than replace the structure over the Burlington Northern Railroad (Structure Number 24-102-188, as required under AGREEMENT NUMBER 711255, and the structure over Coal Creek (Structure Number 24-103-188), the STATE will construct a public highway located on a new alignment from SD Highway 471 (SD471) at Provo west and northwest to the town of Igloo, approximately 2.0 miles.
10. The STATE will provide payment directly to contractors, suppliers, and vendors. The STATE will bill the COUNTY for any costs exceeding One Million, One Hundred Thousand Dollars (\$1,100,000.00).

B. The COUNTY will:

1. The COUNTY will concur with the design of the PROJECT to ensure the design meets the COUNTY'S needs.
2. The COUNTY will arrange for all needed utility adjustments and certify that all utility adjustments or agreements are in place prior to the STATE'S advertisement and letting of the PROJECT.
3. The COUNTY will accept full ownership, jurisdiction, and maintenance responsibilities of the PROJECT.
4. The COUNTY will be one hundred percent (100%) responsible for any costs exceeding One Million, One Hundred Thousand Dollars (\$1,100,000). The COUNTY will pay the STATE upon receipt of billing from the STATE.
5. The COUNTY will continue to maintain the PROJECT as a public road after construction of the PROJECT.

C. General Conditions:

1. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement, and be signed by an authorized representative of each of the parties.
2. The STATE may terminate this Agreement on thirty (30) days' written notice. If the COUNTY breaches any term or condition of this Agreement, the STATE may terminate this Agreement at any time with or without notice.
3. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the 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, the STATE may terminate this Agreement. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

4. **Authority to Sign Right of Way and Easement Documents:** The COUNTY has designated its County Commission Chairperson as the COUNTY'S authorized representative and has empowered its County Commission Chairperson with the authority to negotiate and approve of acquisition of right of way for the purpose of road and bridge construction in COUNTY'S jurisdiction. A copy of the COUNTY'S Commission minutes or resolution authorizing said authority is attached to this Agreement as **Exhibit A**.
5. **Authority to Sign Agreement with the STATE.** The COUNTY has designated its County Commission Chairperson as the COUNTY'S authorized representative and has empowered its County Commission Chairperson with the authority to sign this Agreement on behalf of the COUNTY. A copy of the COUNTY'S Commission minutes or resolution authorizing the execution of this Agreement by the County Commission Chairperson is attached to this Agreement as **Exhibit B**.

This Agreement is binding upon the signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the COUNTY to enter into the same.

Fall River County, South Dakota

By: Deborah Russell

Its: County Commission Chairperson

Date: 5/19/15

Attest

M. J. J.
County Auditor/Clerk

(COUNTY SEAL)

State of South Dakota
Department of Transportation

By: [Signature]

Its: Secretary

Date: 6/8/15

By: [Signature]

Its: Program Manager,
Office of Administration

Date: 6/5/15

Approved as to Form.

William F. Neri
Special Assistant Attorney General

FALL RIVER COUNTY MINUTES OF MAY 19, 2015

The Fall River Board of County Commissioners met in regular session on May 19, 2015 in the courtroom of the Courthouse. Present: Joe Allen, Anne Cassens, Joe Falkenburg, Deb Russell and Sue Ganje, Auditor. Absent: Michael Ortner.

An invocation and the Pledge of Allegiance were given; the meeting called to order at 9:00 AM. The agenda was reviewed for conflicts; none were noted. Motion by Cassens, seconded by Falkenburg, to approve the agenda as written. With no further discussion and all voting yes, the motion carried.

Motion by Cassens, seconded by Falkenburg, to approve a wage increase per Union contract for appraiser Frances Denison to \$13.00 per hour, effective 4/29/15. With no further discussion and all voting yes, the motion carried.

Motion by Falkenburg, seconded by Cassens, to approve a wage increase per Union contract for for Richard Kraima to \$10.50 per hour, effective 5/21/15. With no further discussion and all voting yes, the motion carried.

Motion by Falkenburg, seconded by Allen, to surplus as junk a Dell CPU, #01517, from the Auditor; a Dell CPU, #01817, from the Treasurer; and a Dell Vostro 220 from Dispatch. With no further discussion and all voting yes, the motion carried.

Motion by Cassens, seconded by Falkenburg, to surplus five light bars to sell to other entities; surplus as scrap salvage two vehicle cages; and surplus to sell a lowband radio antenna and four vehicle battery chargers, all from the Sheriff's Office; a surge protector, #00740, from the Auditor; a Scanjet Scanner, #1503, a Fellowes shredder, #1933, an HP Officejet 6000, no asset #, all from the Dept. of Equalization; and a graphics tablet, #1829, and three phones, all from Emergency Management. With no further discussion and all voting yes, the motion carried.

Motion by Falkenburg, seconded by Cassens, to accept, with regrets and thanks for her service, the resignation of dispatcher Jennifer Mraz, effective May 19, 2015, unless part-time status can be agreed on between Mraz and Sheriff Evans. With no further discussion and all voting yes, the motion carried.

Motion by Falkenburg, seconded by Allen, to set June 2, 2015 as the time to appoint a commissioner to fill the remainder of Commissioner Cassens' term of office, which will be vacant June 1 due to her resignation. With no further discussion and all voting yes, the motion carried.

Motion by Falkenburg, seconded by Cassens, to approve the April, 2015 Auditor's account with the Treasurer as follows. The Board also asked that a letter from the County Treasurer be given to the State's Attorney when she receives a returned check. With no further discussion and all voting yes, the motion carried.

AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER
TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS OF FALL RIVER COUNTY:

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 30th day of April, 2015.

Total Amt of Deposit in First Interstate Bank, Hot Springs: \$ 3,114,477.51

Total Amount of Cash: \$ 3,586.97

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

Total Amount of Checks in Treasurer's Possession,

Not Exceeding Three Days: \$ 237,440.42

MONEY MARKET SAVINGS, First Interstate Bank: \$ 812,426.79

CERTIFICATES OF DEPOSIT, First Interstate Bank: \$ 3,470,000.00

Black Hills FCU: \$ 250,000.00

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:

Broyles, Misti, \$44.00, LIC Richardson-Green, Johna - \$94.06, Taxes

Bauer, James, \$44.00, LIC Sewright, James - \$7,352.91, Taxes

TOTAL: \$7,896,901.66

Dated this 30th day of April, 2015.

/s/Sue Ganje

Sue Ganje, Auditor, Fall River County

County Monies: \$5,017,396.69

Held for other Entities: \$2,726,440.29

Held in Trust: \$153,064.68

TOTAL: \$7,896,901.66

The above balance reflects county monies, monies held in trust and monies collected for and to be remitted to other ENTITIES: SCHOOLS, TOWNS, TOWNSHIPS, FIRE AND AMBULANCE DISTRICTS AND STATE.

An applicant for assistance met with the Board, an action item for this will be on the next meeting agenda.

John McBride, Andersen Engineering, presented a plat for approval. Motion by Falkenburg, seconded by Allen, to approve the plat of Tract Wilcox as follows. With no further discussion and all voting yes, the motion carried.

FALL RIVER COUNTY RESOLUTION #2015-14

WHEREAS, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of Tract Wilcox located in the S ½ N ½ NE ¼ and N ½ N ½ S ½ NE ¼ of Section 14, T7S, R6E, BHM, Fall River County, South Dakota, and

WHEREAS, 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 THEREFORE, BE IT RESOLVED that said plat is hereby approved in all respects.
Dated at Fall River County, South Dakota this 19th day of May, 2015.

/s/ Deborah Russell

Deborah Russell, Chair

Fall River County Board of Commissioners

ATTEST:

/s/ Sue Ganje

Sue Ganje, Fall River County Auditor

Frank Maynard, Emergency Management, reported on the Wildland fire meeting, a NASASP Certificate received and updated the Board on possible projects for Homeland Security grant funds.

Motion by Falkenburg, seconded by Cassens, to approve the bills as follows. With no further discussion and all voting yes, the motion carried.

General Fund

A&B Business Solutions	Copier	\$445.03
Applied Concepts Inc	Equip	\$133.30
Black Hills Power	Assistance	\$772.12
Central Body Shop	Repair	\$270.00
Golden West	Telephone	\$82.63
City Of Hot Springs	Rent	\$250.00
Lamphere Ranch Campground	Camp	\$80.00
Century Link	911/Telephone	\$5.89
Rapid City Regional	Inmate	\$3,782.90
South Dakota St Treasurer	Taxes	\$5.00
South Dakota St Treasurer	Taxes	\$171.01
SDPAA	Insurance	\$69,489.68
State Remittance Center	Auto/MI	\$600.00
Behrens, Donna	Travel	\$162.43
Raymond, Niki	Inmate	\$35.00
	General Fund Total	\$76,284.99

Road & Bridge

Cheyenne Sanitation	Utility	\$74.00
Edgemont, City Of	Utility	\$25.45
Golden West	Telephone	\$267.88
City Of Hot Springs	Utility	\$62.08
SDPAA	Insurance	\$28,834.29
	Road & Bridge Total	\$29,263.70

911

Golden West	Telephone	\$280.55
Century Link	911/Telephone	\$629.98
	911 Reimbur. Total	\$910.53

Fire Protection Fund

SDPAA	Insurance	\$240.01
	Fire Protection Fund Total	\$240.01

Emergency Mgt

Golden West	Telephone	\$36.95
SDPAA	Insurance	\$724.02
	Emergency Mgmt Total	\$760.97

Courthouse Building Fund

State Supply	Repairs	\$644.41
	Courthouse Building Fund	\$644.41

24/7 Sobriety Fund

SD Attorney General	Scram/24-7	\$158.00
SD Attorney General	Scram	\$890.00
	24/7 Sobriety Fund Total	\$1,048.00

M & P Relief

SD Assn Of Co. Officials	M&P	\$212.00
	M & P Relief Total	\$212.00

Grand Total	\$109,364.61
--------------------	---------------------

Jacki Waldner, County Health Nurse, presented her quarterly report.

Ganje presented a revised credit card policy for the Board's review. Motion by Falkenburg, seconded by Allen, to approve a resolution on county credit card use as follows. With no further discussion and all voting yes, the motion carried.

FALL RIVER COUNTY RESOLUTION # 2015-15

WHEREAS, it appears that certain circumstances require the use of a credit card for financial purposes in the County, and

WHEREAS, Fall River County previously authorized the use of a credit card by Resolution #2005-32; and

NOW THEREFORE BE IT RESOLVED that the Fall River County Commissioners authorize the use of such cards with the following conditions:

- 1) The credit cards will be located at and only be used by the following:
 - a) Courthouse: County Treasurer and County Auditor, and any other designated holders as determined by the County Commissioners
 - b) Highway Department: Highway Superintendent
 - c) Sheriff Department: Sheriff, Deputy Sheriffs and Civil Transport Deputy
 - d) Emergency Management: Supervisor
- 2) The credit cards will only be used for the following purposes:

- a) Hotel room lodging and/or deposits to hold rooms for authorized, official travel on County business, and
 - b) Equipment and supply vendors with which the County does not have an account or is not expected to have an account; or instances where the use of the card would result in beneficial terms for the county.
 - c) Travel purposes, including gas expenses and meals purchased while on over-night travel; exclusions include meals purchased under the meal allowance guidelines and items such as soft drinks, candy, etc.
- 3) A credit card **may not** be used for cash advances of any kind, or for any other purpose not specifically authorized by this policy.
 - 4) The Board of Commissioners shall, on a monthly basis, review the credit card statement to ensure all transactions shown on the card comply with this policy. Transactions that do not appear to comply with the policy shall be reported to the full Board immediately.
 - 5) All receipts must be promptly remitted to the Auditor. Any charges that cannot be properly identified or which are not made in conformity with County policy shall be paid immediately by the user of the card. Charges to be reimbursed shall include any interest and all other related charges made by the credit card company. Any officer or employee who uses a County credit card in a manner contrary to this policy shall be subject to disciplinary actions as determined by the Board of County Commissioners.
 - 6) All benefits, refunds, rebates and other incentives from the use of a credit card shall belong solely to the County and shall not benefit an individual.
 - 7) Card rate increase requests must be made to the County Commissioners.
- Passed and approved this 19th day of May, 2015.

/s/ Deborah Russell

Deborah Russell, Chair

Fall River Board of County Commissioners

ATTEST:

/s/ Sue Ganje

Sue Ganje

Fall River County Auditor

Ray Palmer, as Board liaison to the Community Action and RC&D Boards, updated them on those organizations.

Randy Seiler, Highway Superintendent, presented the Igloo Bridge agreement for reconsideration, reporting he's not received an opinion from the State's Attorney, who was asked to review it. Motion by Cassens, seconded by Allen, to approve the Igloo Bridge agreement with the Dept. of Transportation, contingent upon the review of the State's Attorney. With no further discussion and all voting yes, the motion carried.

Seiler discussed a used dump truck listed with state surplus, the sale of surplus signposts to another county and reported that old aluminum signs were salvaged for credit. Flooding over roads was discussed, along with the need for culverts and work the department is doing to prevent washouts.

Senate Bill 1, which establishes a wheel tax for highway departments, was discussed, including how the funds raised might be spent.

A break was taken at 10:17 AM. The meeting resumed at 10:24 AM with public comment. Paul Nabholz discussed a land dispute lawsuit and his hope that the county will defend his claim to save on tax deed research time. State's Attorney Sword stated it was a dispute between two parties and that the county has passed the information along to the county insurer. Harold Dahl stated he was billed for 2005 taxes and interest. The board told him that if he has a receipt showing he has paid those taxes, to bring that and the county would reimburse that expense. Ray Palmer noted that Community Action is celebrating their 50th year of operation.

Cassens provided a recap of her experience with the Jail Committee, including her opinions on a future direction, which is as follows:

- "1. The original jail committee formed in the summer of 2007. Various reports, studies and proposals have been reviewed. There has been little consensus between committee members, law enforcement, and the states attorney's office. It has been very difficult to get accurate accounting numbers for the cost or potential costs of transporting inmates versus building and then staffing a new jail. In 2013 the commissioners authorized ONE transporter position to be added. At the same time, we set a limit of 16 inmates to be housed here; I am uncertain if this is being followed. In November, 2014 the commissioners set a policy that all females would be housed in Penn Co.
 2. The Penn. Co. contract I have was an annual contract that I believe was last updated in 2013 or 2014 and needs to be renewed. This contract says they transport inmates to Penn. Co. court for initial arraignments. A meeting should be set with Sheriff Thom or the jail administrator to review this and revise if possible so that they transport to all court appointments in RC.
 3. The July 2013 proposal from Gene Fennell should be revisited. I believe we rejected the proposal at the first meeting in August 2013; it should be reviewed extensively if anyone thinks about building a new jail.
 4. The mental health-inmate statistics cannot be ignored. If the needs can be managed in Fall River Co., this needs to be a big part of planning. If not, we need to set some criteria for housing inmates with mental health diagnoses where these needs can be addressed.
 5. The Jail Transport reports we are currently receiving don't tell us about added cost because of transporting females and overflow. These reports need to be modified to separate out the transports that would be made anyway, for conflict of interest, medical appts, etc.
 6. We are fooling ourselves if we think we can house inmates cheaper than Penn. County can. There is no way that per inmate costs for a 20-inmate facility can be cheaper than per inmate costs in a 500+ bed facility.
- Our current county system can only be feasible if law enforcement, states attorney's office, and the court work together with respect and efficiency without promoting their own interests over those of the other agencies.
- It is time to get Sheriff Evans and Sheriff Thom together with commissioners to agree on what services we should expect from Pennington County.
- It is time to get Sheriff Evans, Mr. Sword, Wally Campbell, Carol Foster, and the presiding Seventh Circuit Judge to sit down and agree on the needs and priorities regarding the care of inmates. Otherwise, further effort by the commissioners is a waste of time."

Coroner Donna Behrens provided a report on training she and Deputy Vince Logue attended.

Motion by Falkenburg, seconded by Cassens, to enter into Executive Session for personnel matters, per SDCL 1-25-2 (1). With no further discussion and all voting yes, the motion carried and the Board went into Executive Session at 10:52 AM with Behrens.

Behrens exited the session at 10:56 AM. The Board came out of Executive Session at 11:22 AM. Motion by Falkenburg, seconded by Cassens to adjourn. With no further discussion and all voting yes, the motion carried and the Board adjourned at 11:23 AM.

/s/ Deborah Russell

Deborah Russell, Chair

Board of Fall River County Commissioners

ATTEST:

/s/ Sue Ganje

Sue Ganje, Fall River County Auditor

RIGHT OF WAY AGREEMENT (CITY/COUNTY)

Project No. P 0043(00) PCN No. 049U Parcel No. 4, 5, 6, 7, 8, 10
County Fall River

This AGREEMENT for highway right of way and facilities entered into by the undersigned hereinafter referred to as Grantor, to the SDDOT of South Dakota, hereinafter referred to as Grantee, witnesseth:

WHEREAS, the Grantee contemplates the construction, operation and maintenance of highway facilities on the above described project, as described by plans; and;

WHEREAS, a portion of the right of way for such highway is located over and across the real property hereinafter described as:

Lot H1 in Tract 1, comprised of Lot 1 of the SW1/4 of Section 11, T10S, R2E of the B.H.M., Fall River County, South Dakota. Lot H1 containing 5.24 acres (228302 sq. ft.), more or less; of which 0.21 acre (9138 sq. ft.), more or less, is statutory section line right of way.

Lot H2 in Tract 1, comprised of Lot 1 of the NW1/4 of Section 11, T10S, R2E of the B.H.M., Fall River County, South Dakota, containing 4.28 acres (186543 sq. ft.), m/l.

Lot H3 in Tract 1, comprised of Lot 1 of the NE1/4 of Section 11, T10S, R2E of the B.H.M., Fall River County, South Dakota, containing 2.07 acres (90156 sq. ft.), m/l.

Lot H4 in Tract 1, comprised of Lot 1 of the SE1/4 of Section 11, T10S, R2E of the B.H.M., Fall River County, South Dakota, containing 4.95 acres (215808 sq. ft.), m/l.

Lot H1 in Tract B in the NE1/4 of the SE1/4 of Section 11, T10S, R2E of the B.H.M., Fall River County, South Dakota. Lot H1 containing 0.41 acre (18047 sq. ft.), more or less; of which 0.09 acre (3910 sq. ft.), more or less, is statutory section line right of way.

Lot H1 in the SW1/4 of Section 12, T10S, R2E of the B.H.M. lying and being south of the Railroad Right of Way and Highway Right of Way, except Lot 1 therein, Fall River County, South Dakota, containing 0.81 acre (35370 sq. ft.), m/l.

; and;

WHEREAS, the Grantor has this date conveyed an interest in the above described real property to the Grantee.

NOW, THEREFORE, it is expressly covenanted, agreed and understood by the parties hereto, as follows:

(1) This AGREEMENT shall be in full force and effect until such highway is disposed of in accordance with the law and;

(2) That the following special agreements mutually agreed upon by and between the parties hereto are made a binding part of this AGREEMENT:

Sign +
Return

(3) Conditions relating to temporary easement areas on Grantor's property are contained in a separate Temporary Easement Agreement; and;

(4) That the Grantor by deliverance herewith of the properly executed deed conveying the above described property to the Grantee, and upon receipt of payment of the above amount by the Grantor from the Grantee, or its agent, less any deductions necessary to satisfy any liens or encumbrances necessary to guarantee a good and sufficient title to the Grantee, the Grantee shall be released from any claims of damages accruing or alleging to accrue to the adjacent property of the Grantor, his successors or assigns, by virtue of the construction, operation and maintenance of said highway; and;

(5) That Grantor, his heirs, successors or assigns, shall not interfere with or disturb any of such above described highway facility, or portion thereof, without express approval of the Grantee, or its duly authorized representative empowered to grant such approval, and then only under the conditions as designated by the Grantee or its duly authorized representative. The Grantee shall have the right of ingress or egress to enter upon abutting property when necessary to maintain drainage structures until the right of way is no longer used for highway purposes.

(6) The Grantor grants permission to the Grantee to enter upon the above described property to commence construction and all foregoing conditions are binding upon the Grantee only upon approval of this AGREEMENT by the Grantee's authorized representative, and in the event said approval is not obtained, this AGREEMENT is null and void and of no fore or effect; and;

(7) NOW, THEREFORE, BE IT AGREED, that for a total consideration of \$ 32,000.00, consisting of \$ 32,000.00, for land conveyed, temporary easement, improvements and damages, less \$ -0-, for retained salvage; with the understanding, payment will be made as soon as all required documents and releases are properly signed and received by the Grantee and a voucher processed for payment; the above and foregoing AGREEMENT is entered into on the 18th day of Oct., 20 23, and in witness whereof the Grantor hereunto subscribes by signature.

Receipt of an identical copy of this AGREEMENT is hereby acknowledged.

Thomas V. Simons

ACKNOWLEDGMENT

STATE OF So. Dak.)
COUNTY OF Fall River) SS)

On this the 18th day of Oct, 20 23, before me, Roberta Buxbaum a notary public, personally appeared Thomas V. Simons, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)



Notary Public

My Commission Expires: 6-14-27

SIGN

The above and foregoing AGREEMENT approved this _____ day of _____, 20____.

Authorized Representative of City/County

DOTRW-78.2 (9-21)

WETLAND PERMANENT EASEMENT

Project No. P 0043(00) PCN No. 049U Parcel No. 4A

County Fall River

Thomas V. Simon - PO Box 256 -
Edgemont, SD 57735

referred to in this Easement as the "Grantor," whether one or more, for good and valuable, the receipt and sufficiency of which is acknowledged, grants the County of Fall River, acting by and through its County Commission, of 906 N. River Street, Hot Springs, SD 57747, referred to in this Easement as the "COUNTY," the exclusive and permanent right to install, repair, maintain, and alter a wetland area on the real property described as follows and referred to in this Easement as the "Property":

Lot PE1 in Tract 1, comprised of Lot 1 of the SW1/4 of Section 11, Township 10 South, Range 2 East of the B.H.M., Fall River County, South Dakota, containing 0.52 acre (22841 sq. ft.), more or less.

The Grantor will cooperate in the maintenance of the Property in the following manner:

1. The Grantor grants to the COUNTY the right to use the following real property for the purpose of ingress and egress to and from the Property:
[INSERT DESCRIPTION OF GRANTOR'S REMAINING PROPERTY TO BE USED FOR ACCESS]

Tract 1, comprised of Lot 1 of the SW1/4 of Section 11, Township 10 South, Range 2 East of the B.H.M., Fall River County, South Dakota

Fall River to give 2 weeks notice prior to access

*Sign +
Return*

2. The Grantor will not construct or place any structures on the Property that are inconsistent with the purpose of the Easement or interfere with the use of the Property as a wetland. Before constructing or placing any structures on the Property, the Grantor will obtain written approval of the proposed structure from the COUNTY. The COUNTY and its authorized representatives will have the right to construct, reconstruct, repair, and maintain all wetland structures on the Property, including the right to maintain structure outlets at the mean elevations specified in the wetland mitigation plan.
3. The Grantor will be prohibited from performing any of the following activities on the Property: filling, draining, excavating, dredging, mining, drilling, or removal of topsoil, loam, peat, sand, gravel, rock, minerals, or other materials; building of additional roads or paths for vehicular or pedestrian travel or any change in topography of the land; removal, destruction, or cutting of trees or plants; spraying with biocides, insecticides, or pesticides; grazing of animals, farming, tilling of soil, or any other agricultural activity. The Grantor may be allowed to remove hay if approved by the COUNTY and the United States Army Corps of Engineers. The Grantor will be given the right of first refusal to remove hay from the Property if such removal becomes necessary.
4. The COUNTY may perform all activities on the Property that are consistent with the construction, repair, maintenance, monitoring, and inspection of a wetland, including but not limited to removing, replacing, or repairing fences, roads, and ditches; performing weed and erosion control; planting native species; amending soils; erecting signs; and performing dirt work and other grading activities.

COUNTY is under no obligation to control any weeds or plants outside of the Property. As to the Property, COUNTY is only obligated to control noxious weeds classified as such by the State of South Dakota or Fall River County
5. Except as required to construct, repair, maintain, monitor, and inspect the Property for wetland purposes, there will be no operation of all-terrain vehicles or any other type of motorized vehicle on the Property.
6. The COUNTY will fence the mitigation site and will erect and maintain a sign or other appropriate marker in a prominent location on the Property, visible from a public road, bearing information indicating the Property is protected as a wetland. The wording of the information will be determined by the COUNTY. The COUNTY will be responsible for the costs of erecting and maintaining such sign or marker.

If the Grantor breaches any terms or conditions of this Easement, the COUNTY will notify the Grantor in writing of the breach. If the Grantor fails to cure the breach and restore the Property to a condition suitable for wetland use within a reasonable time, the COUNTY may perform such corrective and restorative work. The COUNTY's right to complete such work is in addition to its right to pursue all legal and equitable remedies. The Grantor will be liable to the COUNTY for the cost of all corrective and restorative work undertaken by or on behalf of the COUNTY, including attorney fees and disbursements incurred by the COUNTY. No omission or delay by the COUNTY in enforcing the terms and conditions of this Easement will constitute a waiver of any of the COUNTY's rights under this Easement.

This Easement will run with the land and will be binding upon the Grantor's successors and assigns. The terms and conditions of this Easement will be both implicitly and explicitly included in any transfer, conveyance, or encumbrance of the Property. Any instrument of transfer, conveyance, or encumbrance affecting all or part of the Property will set out the terms and conditions of this Easement either by reference to this document or set forth in full text.

GRANTOR:

Sign: Thomas V. Simons

Printed Name: Thomas V. Simons

Date: 10-18-2023

Sign: _____

Printed Name: _____

Date: _____

Sign: _____

Printed Name: _____

Date: _____

Sign: _____

Printed Name: _____

Date: _____

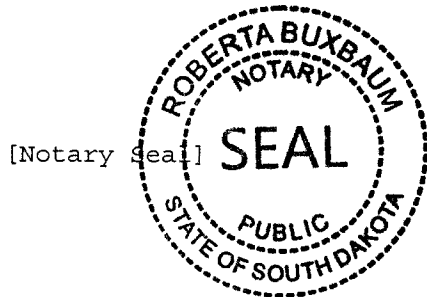
ACKNOWLEDGMENT FOLLOWS

ACKNOWLEDGMENT

State of So. Dak.)
County of Fall River) :SS

On this the 18th day of October, 2023, before me,
Roberta Buxbaum, a notary public, personally
appeared Thomas V. Simons, known
to me or satisfactorily proven to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged that he/she/they executed
the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



Roberta Buxbaum
Notary Public
My commission expires: 6-14-27

SIGN

The above and foregoing Easement approved this ____ day of _____, 20____.

By: _____
Fall River County Representative

PLAT OF LOT PE1

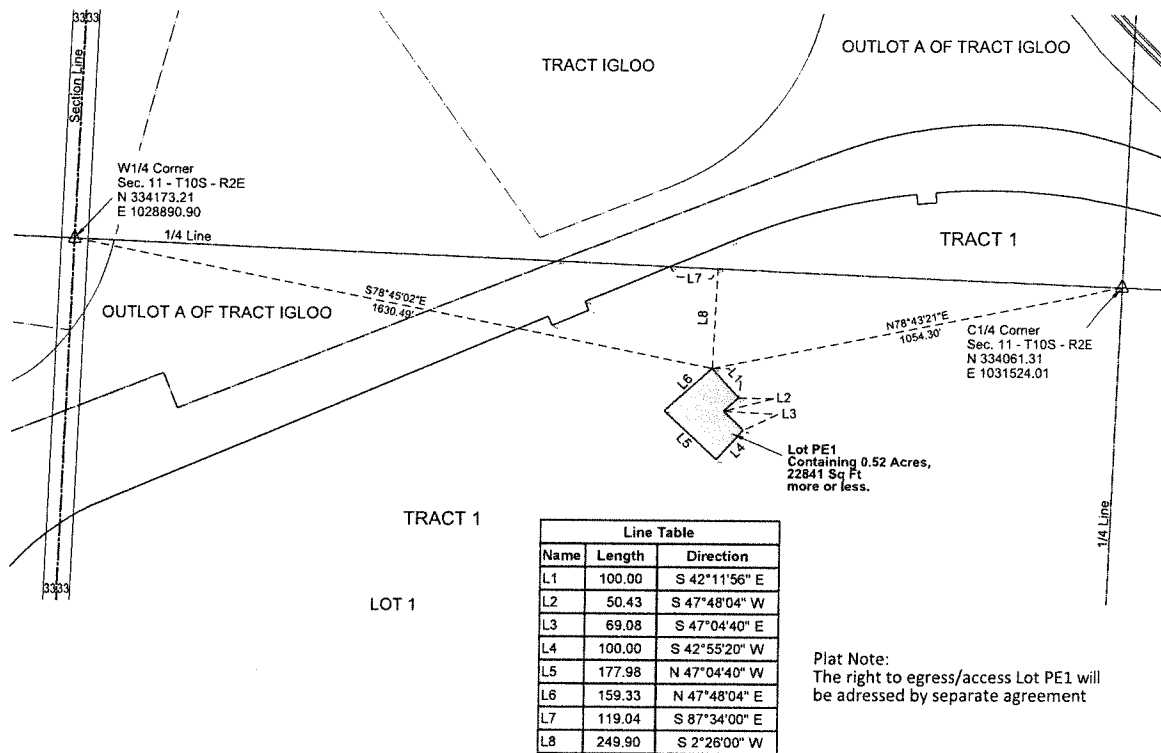
In Tract 1, comprised of Lot 1 of the SW1/4 of Section 11 - Township 10 South - Range 2 East of the Black Hills Meridian

FALL RIVER COUNTY, SOUTH DAKOTA

Showing a permanent easement to be acquired for wetland

Scale: 1 inch = 300 feet

- LEGEND**
- ▨ = existing right of way
 - = found R.O.W. corner
 - = set R.O.W. corner
 - ▲ = found P.L.S.S. corner
 - △ = set P.L.S.S. corner
 - ⊙ = calculated corner
 - = found property corner
 - = set property corner
 - (n) = not used for boundary location



Note 1: The coordinates, distances and areas
shown on this plat are based on the South
Dakota State Plane coordinate System -
South Zone NAD 83/11 epoch 2010.00
Geoid 12A SF = 0.99975938

Note 2: All monumentation will be set upon project completion

Drawn By Michael A. Jordan Date 7/13/2021
Checked By Michael A. Jordan Date 7/13/2021

SURVEYOR'S CERTIFICATE

I, MICHAEL A. JORDAN, Registered Land Surveyor, in and for the State of South Dakota, do hereby certify that as ordered by the
County Commission of Fall River the parcel of land as shown on this plat has been surveyed at my direction and under my control, and such
parcel of land shall be hereafter known by the lot number designated herein. The location and dimensions of the parcel are shown on this plat.

In witness whereof, I have set my hand and seal this _____ day of _____ A.D., 20____

Registered Land Surveyor
Registration No. 5353



OFFICE OF REGISTER OF DEEDS

State of South Dakota
County of _____ ss
Filed for record the _____ day of _____ A.D., 20____, at _____ M., and recorded in Books of Plats _____ on Page
_____ therein.

049U
P 0043(00)

Register of Deeds

by

Deputy

Release to ROW 10/25/21

COPY

DOTRW-84 (1-19)

EXEMPT FROM TRANSFER FEE SDCL 43-4-22(2)

WARRANTY DEED

Project No. P 0043(00) PCN No. 049U Parcel No. 4, 5, 6, 7, 8, 10
County Fall River

Thomas V. Simon
PO Box 256 - Edgemont, S.D. 57735
Grantor Thomas V. Simon, of Fall River County, State of South Dakota for
good and valuable consideration, the receipt and sufficiency of which is
acknowledged, GRANTS, CONVEYS AND WARRANTS to Fall River County, Grantee, of
906 N. River Street, Hot Springs, Fall River County, South Dakota 57747, the
following described real estate in the County of Fall River in the
State of South Dakota:

Lot H1 in Tract 1, comprised of Lot 1 of the SW1/4 of Section 11, Township 10
South, Range 2 East of the B.H.M., Fall River County, South Dakota.

Said Lot H1 containing 5.24 acres (228302 sq. ft.), more or less; of
which 0.21 acre (9138 sq. ft.), more or less, is statutory section line
right of way.

Lot H2 in Tract 1, comprised of Lot 1 of the NW1/4 of Section 11, Township 10
South, Range 2 East of the B.H.M., Fall River County, South Dakota.

Said Lot H2 containing 4.28 acres (186543 sq. ft.), more or less.

Lot H3 in Tract 1, comprised of Lot 1 of the NE1/4 of Section 11, Township 10
South, Range 2 East of the B.H.M., Fall River County, South Dakota.

Said Lot H3 containing 2.07 acres (90156 sq. ft.), more or less.

Lot H4 in Tract 1, comprised of Lot 1 of the SE1/4 of Section 11, Township 10 South, Range 2 East of the B.H.M., Fall River County, South Dakota.

Said Lot H4 containing 4.95 acres (215808 sq. ft.), more or less.

Lot H1 in Tract B in the NE1/4 of the SE1/4 of Section 11, Township 10 South, Range 2 East of the B.H.M., Fall River County, South Dakota.

Said Lot H1 containing 0.41 acre (18047 sq. ft.), more or less; of which 0.09 acre (3910 sq. ft.), more or less, is statutory section line right of way.

Lot H1 in the SW1/4 of Section 12, Township 10 South, Range 2 East of the B.H.M. lying and being south of the Railroad Right of Way and Highway Right of Way, except Lot 1 therein, Fall River County, South Dakota.

Said Lot H1 containing 0.81 acre (35370 sq. ft.), more or less.

SIGNATURE AND ACKNOWLEDGMENT FOLLOWS ON NEXT PAGE

DOTRW-84 (1-19)

Dated this 18th day of Oct, 2023.

Thomas V. Simon

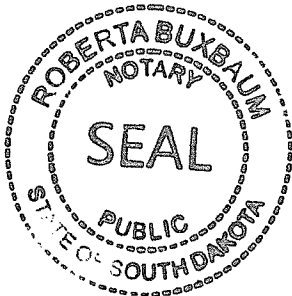
ACKNOWLEDGMENT

STATE OF So. Dakota)
COUNTY OF Tell River) SS

On this the 18th day of October, 2023, before me,
Roberta Buxbaum a notary public, personally
appeared Thomas V. Simon, known
to me or satisfactorily proven to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged that he/she/they executed
the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)



Roberta Buxbaum
Notary Public
My Commission Expires: 6-14-27

PLAT OF LOT H1

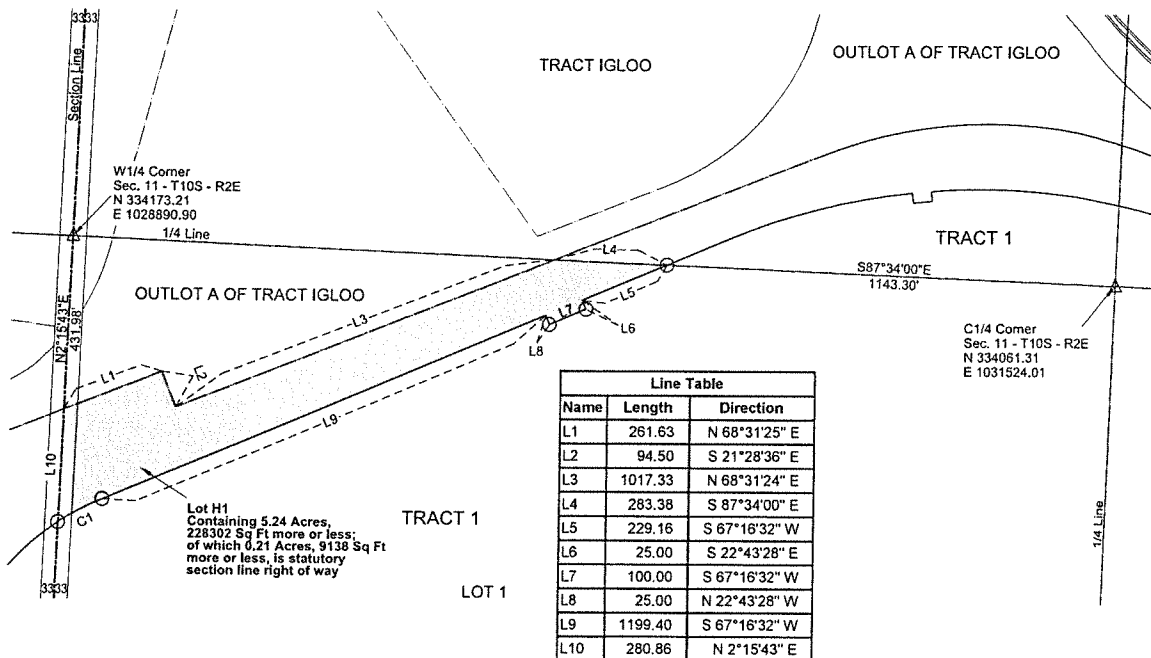
In Tract 1, comprised of Lot 1 of the SW1/4 of Section 11 - Township 10 South - Range 2 East of the Black Hills Meridian

FALL RIVER COUNTY, SOUTH DAKOTA

Showing a parcel of land to be acquired for highway purposes

Scale: 1 inch = 300 feet

- LEGEND**
- ▨ = existing right of way
 - = found R.O.W. corner
 - = set R.O.W. corner
 - ▲ = found P.L.S.S. corner
 - △ = set P.L.S.S. corner
 - ⊙ = calculated corner
 - = found property corner
 - = set property corner
 - (n) = not used for boundary location



Note 1: The coordinates, distances and areas shown on this plat are based on the South Dakota State Plane coordinate System - South Zone NAD 83/11 epoch 2010.00 Geoid 12A SF = 0.99975938

Note 2: All monumentation will be set upon project completion

Drawn By Michael A. Jordan Date 7/13/2021
Checked By Michael A. Jordan Date 7/13/2021

SURVEYOR'S CERTIFICATE

I, MICHAEL A. JORDAN, Registered Land Surveyor, in and for the State of South Dakota, do hereby certify that as ordered by the County Commission of Fall River the parcel of land as shown on this plat has been surveyed at my direction and under my control, and such parcel of land shall be hereafter known by the lot number designated herein. The location and dimensions of the parcel are shown on this plat.

In witness whereof, I have set my hand and seal this _____ day of _____, A.D., 20____.

Registered Land Surveyor
Registration No. 5353



OFFICE OF REGISTER OF DEEDS

State of South Dakota
County of _____ ss
Filed for record the _____ day of _____, A.D., 20____, at _____ M., and recorded in Books of Plats _____ on Page _____ therein.

049U
P 0043(00)

Register of Deeds

by

Deputy

Release to ROW 10/25/21

PLAT OF LOT H2

In Tract 1, comprised of Lot 1 of the NW1/4 of Section 11 - Township 10 South - Range 2 East of the Black Hills Meridian
FALL RIVER COUNTY, SOUTH DAKOTA

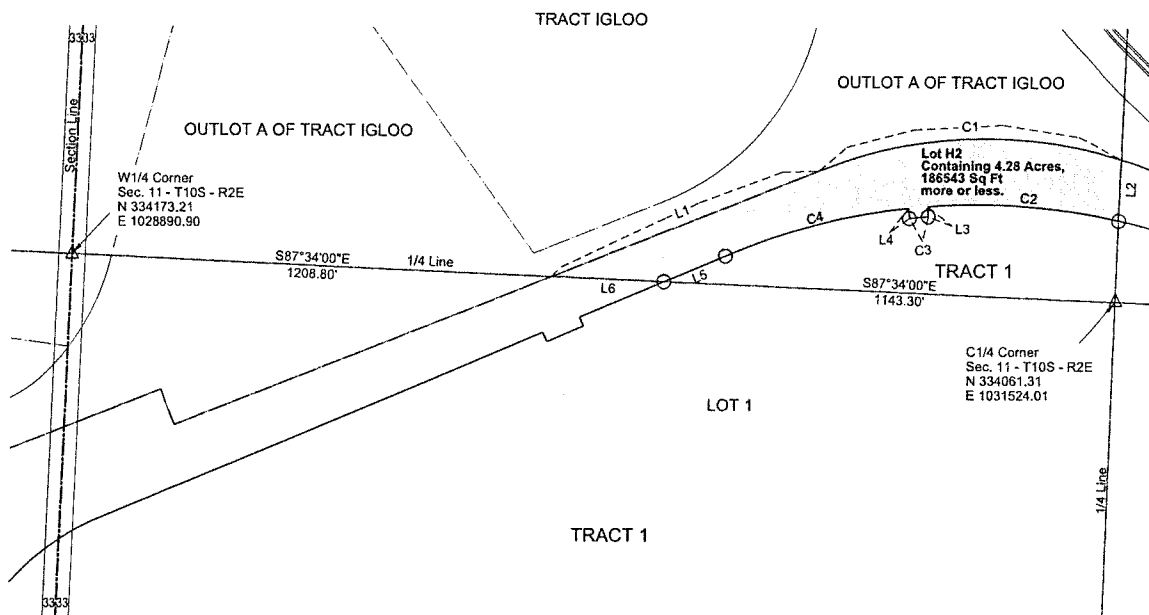
Showing a parcel of land to be acquired for highway purposes

Scale: 1 inch = 300 feet

- LEGEND**
- ▣ = existing right of way
 - = found R.O.W. corner
 - = set R.O.W. corner
 - ▲ = found P.L.S.S. corner
 - △ = set P.L.S.S. corner
 - ⊙ = calculated corner
 - = found property corner
 - = set property corner
 - (n) = not used for boundary location

Line Table		
Name	Length	Direction
L1	720.69	N 68°31'24" E
L2	152.23	S 2°15'26" W
L3	25.00	S 4°21'36" E
L4	25.00	N 6°02'44" W
L5	165.97	S 67°16'32" W
L6	283.38	N 87°34'00" W

Curve Table							
Name	Radius	Arc Length	Chord Length	Tangent Length	Middle Ordinate	External Distance	Chord Direction
C1	1161.54	784.00	769.20	407.59	65.52	69.44	N 87°51'35" E
C2	1650.00	488.19	486.41	245.89	18.02	18.22	N 85°53'02" W
C3	1625.00	47.80	47.80	23.90	0.18	0.18	S 84°47'50" W
C4	1650.00	480.32	478.62	241.87	17.45	17.63	S 75°36'54" W



Note 1: The coordinates, distances and areas shown on this plat are based on the South Dakota State Plane coordinate System - South Zone NAD 83/11 epoch 2010.00 Geoid 12A SF = 0.99975938

Note 2: All monumentation will be set upon project completion

Drawn By Michael A. Jordan Date 7/13/2021
Checked By Michael A. Jordan Date 7/13/2021

SURVEYOR'S CERTIFICATE

I, MICHAEL A. JORDAN, Registered Land Surveyor, in and for the State of South Dakota, do hereby certify that as ordered by the County Commission of Fall River the parcel of land as shown on this plat has been surveyed at my direction and under my control, and such parcel of land shall be hereafter known by the lot number designated herein. The location and dimensions of the parcel are shown on this plat.

In witness whereof, I have set my hand and seal this _____ day of _____ A.D., 20____.

Registered Land Surveyor
Registration No. 5353



OFFICE OF REGISTER OF DEEDS

State of South Dakota
County of _____ ss
Filed for record the _____ day of _____ A.D., 20____ at _____ M., and recorded in Books of Plats _____ on Page
_____ therein.

049U
P 0043(00)

Register of Deeds by Deputy

Release to ROW 10/25/21

Parcel 6

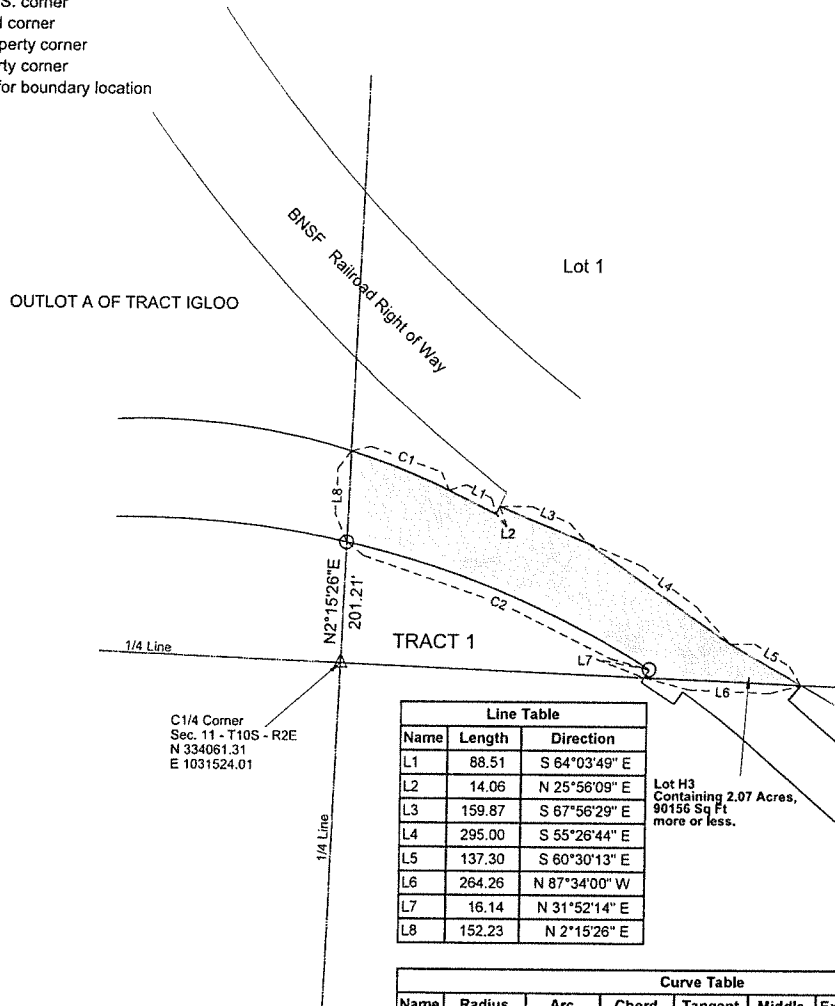
PLAT OF LOT H3

In Tract 1, comprised of Lot 1 of the NE 1/4 of Section 11 - Township 10 South - Range 2 East of the Black Hills Meridian
FALL RIVER COUNTY, SOUTH DAKOTA

Showing a parcel of land to be acquired for highway purposes

Scale: 1 inch = 200 feet

- LEGEND**
- ▨ = existing right of way
 - = found R.O.W. corner
 - = set R.O.W. corner
 - ▲ = found P.L.S.S. corner
 - △ = set P.L.S.S. corner
 - ⊙ = calculated corner
 - = found property corner
 - = set property corner
 - (n) = not used for boundary location



Line Table		
Name	Length	Direction
L1	88.51	S 64°03'49" E
L2	14.06	N 25°56'09" E
L3	159.87	S 67°56'29" E
L4	295.00	S 55°26'44" E
L5	137.30	S 60°30'13" E
L6	264.26	N 87°34'00" W
L7	16.14	N 31°52'14" E
L8	152.23	N 2°15'26" E

Lot H3
Containing 2.07 Acres,
90156 Sq Ft
more or less.

Curve Table						
Name	Radius	Arc Length	Chord Length	Tangent Length	Middle Ordinate	External Distance
C1	1161.54	177.18	177.01	88.76	3.38	3.39
C2	1650.00	555.18	552.56	280.24	23.30	23.63

Note 1: The coordinates, distances and areas shown on this plat are based on the South Dakota State Plane coordinate System - South Zone NAD 83/11 epoch 2010.00 Geoid 12A SF = 0.99975938

Note 2: All monumentation will be set upon project completion

Drawn By Michael A. Jordan Date 7/13/2021
Checked By Michael A. Jordan Date 7/13/2021

SURVEYOR'S CERTIFICATE

I, MICHAEL A. JORDAN, Registered Land Surveyor, in and for the State of South Dakota, do hereby certify that as ordered by the County Commission of Fall River the parcel of land as shown on this plat has been surveyed at my direction and under my control, and such parcel of land shall be hereafter known by the lot number designated herein. The location and dimensions of the parcel are shown on this plat.

In witness whereof, I have set my hand and seal this _____ day of _____ A.D., 20____

Registered Land Surveyor
Registration No. 5353



OFFICE OF REGISTER OF DEEDS

State of South Dakota
County of _____ ss
Filed for record the _____ day of _____ A.D., 20____ at _____ M., and recorded in Books of Plats _____ on Page _____ therein.

049U
P 0043(00)

Register of Deeds

by

Deputy

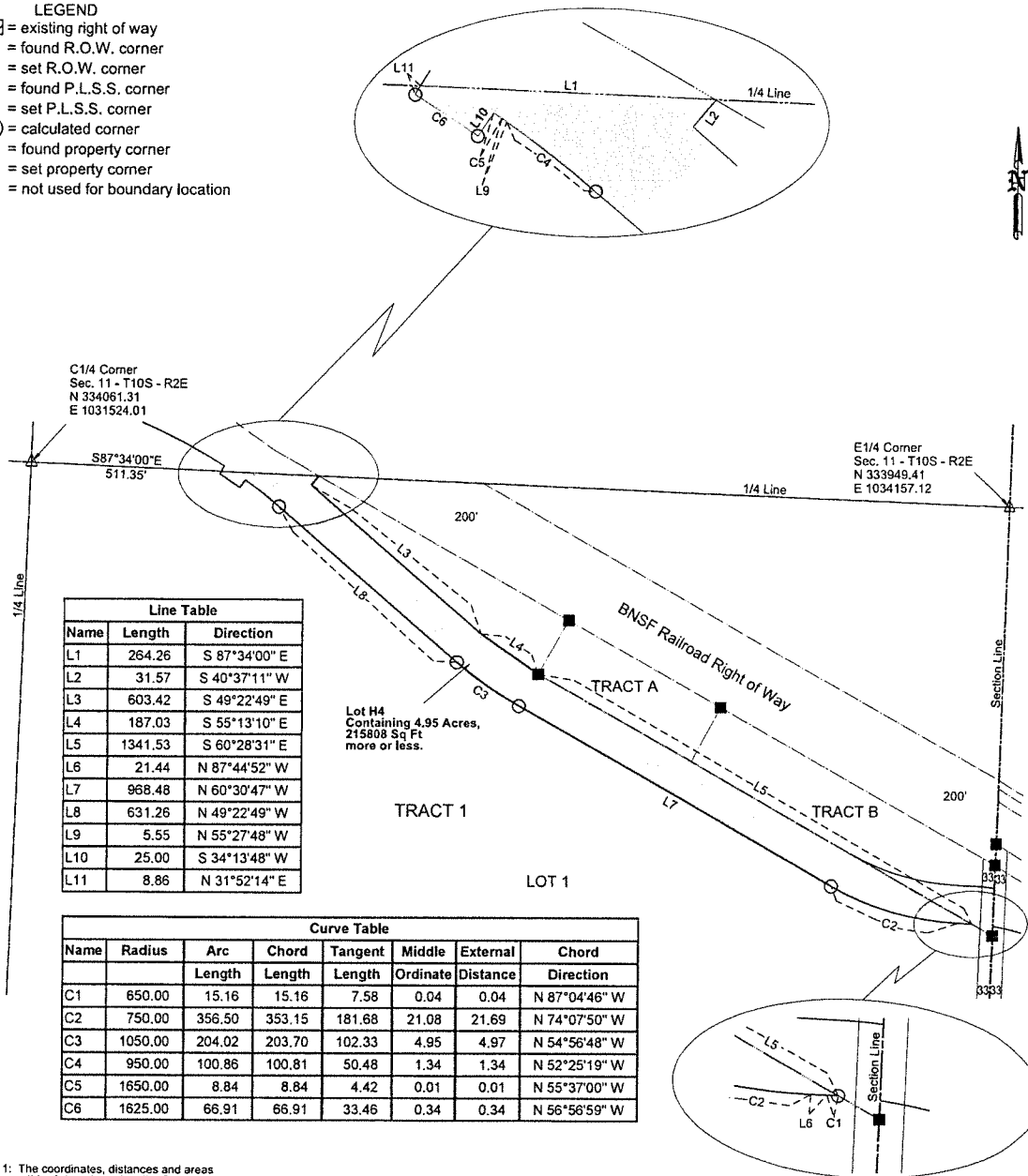
Release to ROW 10/25/21

PLAT OF LOT H4

In Tract 1, comprised of Lot 1 of the SE1/4 of Section 11 - Township 10 South - Range 2 East of the Black Hills Meridian
FALL RIVER COUNTY, SOUTH DAKOTA
Showing a parcel of land to be acquired for highway purposes

Scale: 1 inch = 300 feet

- LEGEND**
- ▣ = existing right of way
 - = found R.O.W. corner
 - = set R.O.W. corner
 - ▲ = found P.L.S.S. corner
 - △ = set P.L.S.S. corner
 - ⊙ = calculated corner
 - = found property corner
 - = set property corner
 - (n) = not used for boundary location



Note 1: The coordinates, distances and areas shown on this plat are based on the South Dakota State Plane coordinate System - South Zone NAD 83/11 epoch 2010.00 Geoid 12A SF = 0.99975938

Note 2: All monumentation will be set upon project completion

Drawn By Michael A. Jordan Date 7/13/2021
Checked By Michael A. Jordan Date 7/13/2021

SURVEYOR'S CERTIFICATE

I, MICHAEL A. JORDAN, Registered Land Surveyor, in and for the State of South Dakota, do hereby certify that as ordered by the County Commission of Fall River the parcel of land as shown on this plat has been surveyed at my direction and under my control, and such parcel of land shall be hereafter known by the lot number designated herein. The location and dimensions of the parcel are shown on this plat.

In witness whereof, I have set my hand and seal this _____ day of _____ A.D., 20____.

Registered Land Surveyor
Registration No. 5353



OFFICE OF REGISTER OF DEEDS

State of South Dakota
County of _____ ss
Filed for record the _____ day of _____ A.D., 20____, at _____ M., and recorded in Books of Plats _____ on Page _____ therein.

049U
P 0043(00)

Register of Deeds

by

Deputy

Release to ROW 10/25/21

PLAT OF LOT H1

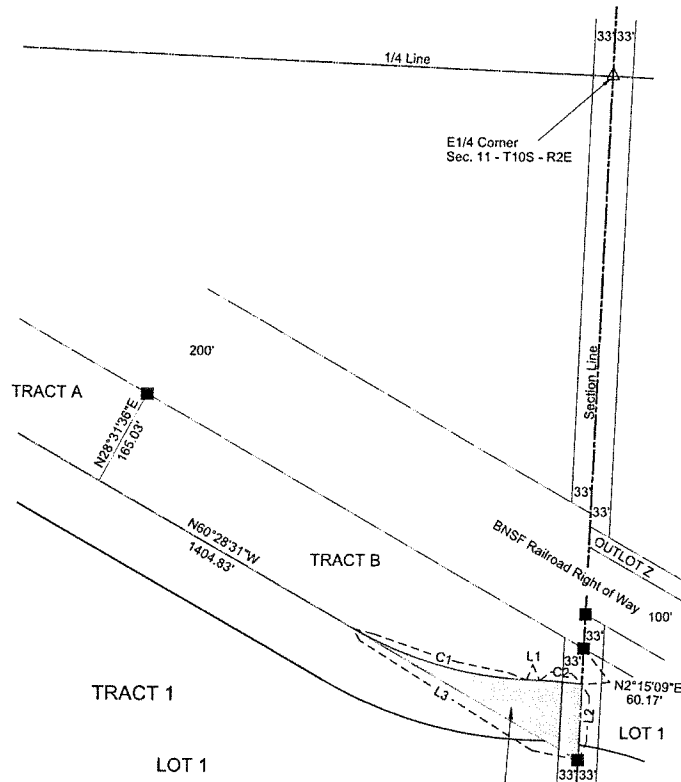
in Tract B in the NE1/4 of the SE1/4 of Section 11 - Township 10 South - Range 2 East of the Black Hills Meridian

FALL RIVER COUNTY, SOUTH DAKOTA

Showing a parcel of land to be acquired for highway purposes

Scale: 1 inch = 200 feet

- LEGEND**
- ▣ = existing right of way
 - = found R.O.W. corner
 - = set R.O.W. corner
 - ▲ = found P.L.S.S. corner
 - △ = set P.L.S.S. corner
 - ⊙ = calculated corner
 - = found property corner
 - = set property corner
 - (n) = not used for boundary location



Line Table		
Name	Length	Direction
L1	21.44	S 87°44'52" E
L2	125.78	S 2°15'09" W
L3	439.15	N 60°28'23" W

Curve Table							
Name	Radius	Arc Length	Chord Length	Tangent Length	Middle Ordinate	External Distance	Chord Direction
C1	650.00	308.97	306.07	157.46	18.27	18.80	S 74°07'50" E
C2	750.00	71.53	71.51	35.79	0.85	0.85	S 85°00'56" E

Lot H1
Containing 0.41 Acres,
18047 Sq Ft more or less
of which 0.09 Acres, 3910 Sq Ft
more or less, is statutory
section line right of way

Note 1: The coordinates, distances and areas shown on this plat are based on the South Dakota State Plane coordinate System - South Zone NAD 83/11 epoch 2010.00 Geoid 12A SF = 0.99975938

Note 2: All monumentation will be set upon project completion

Drawn By Michael A. Jordan Date 7/13/2021
Checked By Michael A. Jordan Date 7/13/2021

SURVEYOR'S CERTIFICATE

I, MICHAEL A. JORDAN, Registered Land Surveyor, in and for the State of South Dakota, do hereby certify that as ordered by the County Commission of Fall River the parcel of land as shown on this plat has been surveyed at my direction and under my control, and such parcel of land shall be hereafter known by the lot number designated herein. The location and dimensions of the parcel are shown on this plat.

In witness whereof, I have set my hand and seal this _____ day of _____ A.D., 20____.

Registered Land Surveyor
Registration No. 5353



OFFICE OF REGISTER OF DEEDS

State of South Dakota
County of _____ ss
Filed for record the _____ day of _____ A.D., 20____ at _____ M., and recorded in Books of Plats _____ on Page
_____ therein.

049U
P 0043(00)

Register of Deeds by _____ Deputy

Release to ROW 10/25/21

PLAT OF LOT H1

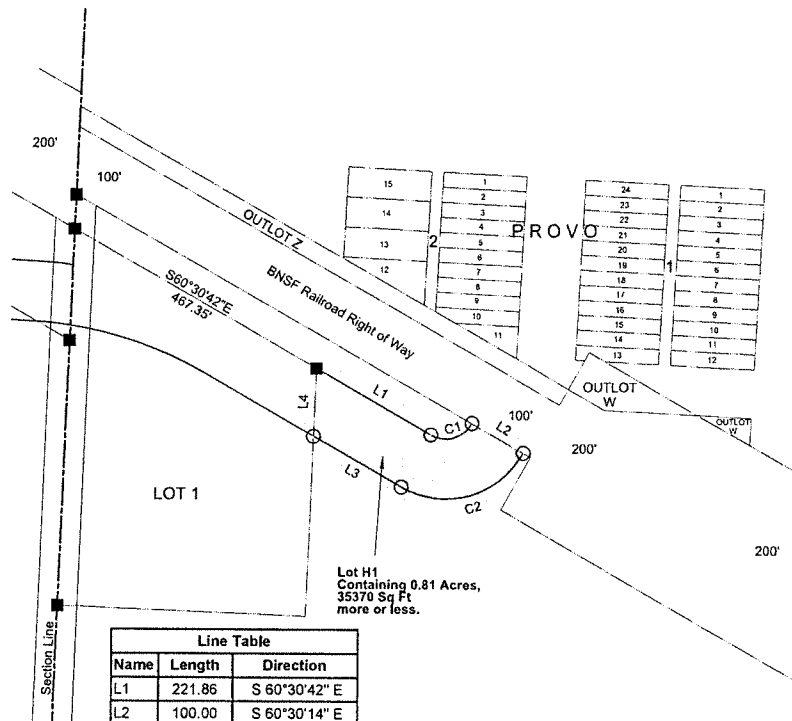
in the SW1/4 of Section 12 - Township 10 South - Range 2 East of the Black Hills Meridian
lying and being south of the Railroad Right of Way and Highway Right of Way, except Lot 1 therein

FALL RIVER COUNTY, SOUTH DAKOTA

Showing a parcel of land to be acquired for highway purposes

Scale: 1 inch = 200 feet

- LEGEND**
- = existing right of way
 - = found R.O.W. corner
 - = set R.O.W. corner
 - = found P.L.S.S. corner
 - = set P.L.S.S. corner
 - = calculated corner
 - = found property corner
 - = set property corner
 - (n) = not used for boundary location



Line Table		
Name	Length	Direction
L1	221.85	S 60°30'42" E
L2	100.00	S 60°30'14" E
L3	170.25	N 60°30'42" W
L4	112.54	N 2°11'15" E

Curve Table						
Name	Radius	Arc	Chord	Tangent	Middle	Chord
		Length	Length	Length	Ordinate	Distance
C1	50.00	79.12	71.12	50.58	14.85	21.12
C2	150.00	236.18	212.53	150.56	44.13	62.53

Note 1: The coordinates, distances and areas shown on this plat are based on the South Dakota State Plane coordinate System - South Zone NAD 83/11 epoch 2010.00 Geoid 12A SF = 0.99979938

Note 2: All monumentation will be set upon project completion

Drawn By Michael A. Jordan Date 7/13/2021
Checked By Michael A. Jordan Date 7/13/2021

SURVEYOR'S CERTIFICATE

I, MICHAEL A. JORDAN, Registered Land Surveyor, in and for the State of South Dakota, do hereby certify that as ordered by the County Commission of Fall River the parcel of land as shown on this plat has been surveyed at my direction and under my control, and such parcel of land shall be hereafter known by the lot number designated herein. The location and dimensions of the parcel are shown on this plat.

In witness whereof, I have set my hand and seal this _____ day of _____ A.D., 20____.

Registered Land Surveyor
Registration No. 5353



OFFICE OF REGISTER OF DEEDS

State of South Dakota
County of _____ ss
Filed for record the _____ day of _____ A.D., 20____, at _____ M., and recorded in Books of Plats _____ on Page _____ therein.

049U
P 0043(00)

Register of Deeds

by

Deputy

Release to ROW 10/25/21

CO #	DATE
23-20224481-3	10/31/2024

Subject: Remove Weed & Pest

CUSTOMER

Fall River County
 Fall River County
 906 North River Street
 Hot Springs, SD 57747

PROJECT

23-HSSD-4481 Fall River County
 PROJECT #: 23-20224481
 906 North River Street

Item Name	Total
Discount Remove weed board building from original contract	\$-9,292.24

Subtotal \$-9,292.24
Total \$-9,292.24

REVISED BALANCE SUMMARY

Original Contract Amount	\$248,235.97
Net Change by Previous Change Orders	\$1,400.00
Contract Amount Prior to this Change	\$249,635.97
Amount of this Change Order	\$-9,292.24
Revised Contract Amount, Including this Change Order	\$240,343.73

APPROVAL

This CO has been accepted on 4-28-25 by Sue Gaudin - Auditor

Signature: [Signature]

CO #	DATE
23-20224481-4	12/27/2024

Subject: Remove HVAC

CUSTOMER

Fall River County
Fall River County
906 North River Street
Hot Springs, SD 57747

PROJECT

23-HSSD-4481 Fall River County
PROJECT #: 23-20224481
906 North River Street

Item Name	Total
Discount	\$-10,604.54
Remove Courthouse HVAC (1956.86)	
Remove Sheriff Office/Jail HVAC and GC (3801.27, 2256.82)	
Remove Museum HVAC (1956.86)	
Remove South Annex HVAC and Window Screens (561.23, 71.50)	

Subtotal \$-10,604.54
Total \$-10,604.54

REVISED BALANCE SUMMARY

Original Contract Amount	\$248,235.97
Net Change by Previous Change Orders	\$-7,892.24
Contract Amount Prior to this Change	\$240,343.73
Amount of this Change Order	\$-10,604.54
Revised Contract Amount, Including this Change Order	\$229,739.19

APPROVAL

This CO has been accepted on 9-28-25 by Surbanja - Auditor

Signature: 

CO #	DATE
23-20224481-5	12/31/2024

Subject: Remove Material Tax from Original Estimate
Requested By: Fall River County (Fall River County)

CUSTOMER

Fall River County
Fall River County
906 North River Street
Hot Springs, SD 57747

PROJECT

23-HSSD-4481 Fall River County
PROJECT #: 23-20224481
906 North River Street

Item Name	Total
Discount Remove material sales tax from original estimate. County is exempt and to provide tax exempt form to BHE.	\$-4,851.88

Subtotal \$-4,851.88
Total \$-4,851.88

REVISED BALANCE SUMMARY

Original Contract Amount	\$248,235.97
Net Change by Previous Change Orders	\$-18,496.78
Contract Amount Prior to this Change	\$229,739.19
Amount of this Change Order	\$-4,851.88
Revised Contract Amount, Including this Change Order	\$224,887.31

APPROVAL

This CO has been accepted on 4-28-25 by Sue Langer - Auditor

Signature: _____

CO #	DATE
23-20224481-1	10/16/2024

Subject: Permit Fee

CUSTOMER

Fall River County
Fall River County
906 North River Street
Hot Springs, SD 57747

PROJECT

23-HSSD-4481 Fall River County
PROJECT #: 23-20224481
906 North River Street

DESCRIPTION

FRC Courthouse \$275.00
FRC Director of Equalization \$125.00
FRC Museum \$400.00
FRC Storage \$200.00
FRC South Annex \$400.00
FRC Weed & Pest No Permit Needed

Item Name	Total
INS - Building Permit Paid when incurred: The cost of the Building permits 1. Receipt for Permit provided upon completion	\$1,400.00

Subtotal \$1,400.00
Total \$1,400.00

80

CO #	DATE
23-20224481-1	10/16/2024

REVISED BALANCE SUMMARY	
Original Contract Amount	\$248,235.97
Net Change by Previous Change Orders	\$0.00
Contract Amount Prior to this Change	\$248,235.97
Amount of this Change Order	\$1,400.00
Revised Contract Amount, Including this Change Order	\$249,635.97

APPROVAL	
This CO has been accepted on <u>9-28-25</u> by <u>Sue Langer</u>	
Signature:	<u>[Signature]</u>

CO #	DATE
23-20224481-2	10/23/2024

Subject: Insurance Approved Supplement

CUSTOMER

Fall River County
Fall River County
906 North River Street
Hot Springs, SD 57747

PROJECT

23-HSSD-4481 Fall River County
PROJECT #: 23-20224481
906 North River Street

Item Name	Total
Permits and Fees	\$1,428.57
Courthouse- Asphalt Roof, General Conditions, Membrane Roof Difference form the original estiamte to insurance approved supplement	\$18,523.45
Director of Equalization-Metal Roof Difference form the original estiamte to insurance approved supplement	\$1,275.97
Museum- Asphalt Roof and Equipment Difference form the original estiamte to insurance approved supplement	\$12,462.62
Storage Building- Metal Roofing & General Conditions Difference form the original estiamte to insurance approved supplement	\$4,458.49
South Annex/Garage- Metal Roofing	\$4,599.54

Subtotal \$42,748.64
Total \$42,748.64


CO #	DATE
23-20224481-2	10/23/2024

REVISED BALANCE SUMMARY

Original Contract Amount	\$248,235.97
Net Change by Previous Change Orders	\$1,400.00
Contract Amount Prior to this Change	\$249,635.97
Amount of this Change Order	\$42,748.64
Revised Contract Amount, Including this Change Order	\$292,384.61

APPROVAL

This CO has been accepted on 4-28-25 by Steve Gaudet

Signature: 

INVOICE #	DATE	DUE
50005100	04/28/2025	05/13/2025

Item	This INV	Remain
INS - General Conditions	50%	50%
PER APPROVED INSURANCE ESTIMATE LINE ITEMS: 173, 106-108		
Lifts, Rental Equipment, Dumpsters, Temp. Toilet, Equipment Operator, Supervision hours, Pump Jack Systems, Temporary Fencing, Storage.		

South Annex/Garage

Item	This INV	Remain
INS - Metal Roofing	50%	50%
Per insurance line items 109-114, 117-120		
Manufacture- tbd		
Series- tbd		
Color- tbd		
Remove old roofing system and discard. Install new underlayment's, flashings, vents, and metal roofing system to code.		
INS - HVAC	100%	0%
Per insurance estimate line item 123		
INS - General Conditions	50%	50%
PER APPROVED INSURANCE ESTIMATE LINE ITEMS: 124-128		
Lifts, Rental Equipment, Dumpsters, Temp. Toilet, Equipment Operator, Supervision hours, Pump Jack Systems, Temporary Fencing, Storage.		
INS - Window Screens	100%	0%
PER INSURNACE APPROVED ESTIMATE LINE ITEM: 122		

Subtotal	\$135,232.30
Tax: Material Sales Tax (Current) (6.2%)	\$0.00
Total	\$135,232.30
Balance Due	\$135,232.30

INVOICE #	DATE	DUE
50005100	04/28/2025	05/13/2025

PAYMENT HISTORY

Date	Amount	Payment Type
------	--------	--------------

- Thank you for your business! We look forward to providing service in the future!
- If you were happy with your service could you take 1 minute to leave us a Google review? If you leave us a 5 Star review and pay this invoice we will gladly mail you a \$5 gift card to Walmart!
- We strive to be the best contractor in the Black Hills, If we have fallen short of your expectations of deserving a 5 Star review please call us immediately and help us understand what we could have done better.

TERMS & CONDITIONS

Please remit payment by the terms posted above. If there is a reason you cannot make payment by the terms please reach out to our office right away so we may help assist with any issues you may have.

Employee

Jace Thomas



INVOICE #	DATE	DUE
50005100	04/28/2025	05/13/2025

Terms: Net 15

CUSTOMER

Fall River County
Fall River County
906 North River Street
Hot Springs, SD 57747

PROJECT

23-HSSD-4481 Fall River County
PROJECT #: 23-20224481
906 North River Street
Hot Springs, SD 57747

Item	This INV	Remain
Change Order: CO #23-20224481-1 - Permit Fee	100%	0%
Change Order: CO #23-20224481-2 - Insurance Approved Supplement	52%	48%
Change Order: CO #23-20224481-3 - Remove Weed & Pest	100%	0%
Change Order: CO #23-20224481-4 - Remove HVAC	100%	0%
Change Order: CO #23-20224481-5 - Remove Material Tax from Original Estimate	50%	50%

Courthouse

Item	This INV	Remain
INS - Asphalt Roof	50%	50%
PER INSURANCE APPROVED ESTIMATE LINE #'s: 1, 3-11, 15-18		
Remove Asphalt shingles, vents, flashing's, etc. Discard into Dumpster.		
Apply new felts		
Apply new IWS per city code and in Valleys		
Apply new Drip Flashings		
Apply new Vents and Pipe jacks		
Install New shingles: certainteed northgate		
Color: tbd		
Clean up and haul away materials		
Magnet ground around job-site		
State excise tax included in price.		

INVOICE #	DATE	DUE
50005100	04/28/2025	05/13/2025

Item	This INV	Remain
INS - Membrane Roofing	50%	50%
Per insurance line items 12-13, 19-25		
Manufacture- TBD		
Color- TBD		
Remove old roofing system and discard. Install new membrane roofing system to code.		
INS - General Conditions	50%	50%
PER APPROVED INSURANCE ESTIMATE LINE ITEMS: 27-33, 139-140		
Lifts, Rental Equipment, Dumpsters, Temp. Toilet, Equipment Operator, Supervision hours, Pump Jack Systems, Temporary Fencing, Storage.		
INS - HVAC	100%	0%
Per insurance line items 26		
HVAC SUBCONTRACTOR		

Sheriff Office/Jail

Item
INS - HVAC
Per insurance line items 34, 36, 37, 133
HVAC SUBCONTRACTOR
INS - General Conditions
PER APPROVED INSURANCE ESTIMATE LINE ITEMS: 38, 134-135, 137-138
Lifts, Rental Equipment, Dumpsters, Temp. Toilet, Equipment Operator, Supervision hours, Pump Jack Systems, Temporary Fencing, Storage.

Director of Equalization

Item	This INV	Remain
INS - Metal Roofing	50%	50%
Per insurance line items 39-43, 45-47		
Manufacture- tbd		
Series- tbd		

INVOICE #	DATE	DUE
50005100	04/28/2025	05/13/2025

Item	This INV	Remain
Color- tbd		
Remove old roofing system and discard. Install new underlayment's, flashings, vents, and metal roofing system to code.		
INS - General Conditions	50%	50%
PER APPROVED INSURANCE ESTIMATE LINE ITEMS: 48-50		
Lifts, Rental Equipment, Dumpsters, Temp. Toilet, Equipment Operator, Supervision hours, Pump Jack Systems, Temporary Fencing, Storage.		

Museum

Item	This INV	Remain
INS - Asphalt Roof	50%	50%
PER INSURANCE APPROVED ESTIMATE LINE #'s: 51-66		
Remove Asphalt shingles, vents, flashing's. etc. Discard into Dumpster.		
Apply new felts		
Apply new IWS per city code and in Valleys		
Apply new Drip Flashings		
Apply new Vents and Pipe jacks		
Install New shingles: tbd		
Color: tbd		
Clean up and haul away materials		
Magnet ground around job-site		
State excise tax included in price.		
INS - General Conditions	50%	50%
PER APPROVED INSURANCE ESTIMATE LINE ITEMS: 68-74, 142		
Lifts, Rental Equipment, Dumpsters, Temp. Toilet, Equipment Operator, Supervision hours, Pump Jack Systems, Temporary Fencing, Storage.		
INS - HVAC	100%	0%
Per insurance line items 67		
HVAC SUBCONTRACTOR		

INVOICE #	DATE	DUE
50005100	04/28/2025	05/13/2025

Weed Board Building

Item
INS - Metal Roofing
Per insurance line items 94-97
Manufacture- tbd
Series- tbd
Color- tbd
Remove old roofing system and discard. Install new underlayment's, flashings, vents, and metal roofing system to code.
INS - General Conditions
PER APPROVED INSURANCE ESTIMATE LINE ITEMS: 98, 170-172
Lifts, Rental Equipment, Dumpsters, Temp. Toilet, Equipment Operator, Supervision hours, Pump Jack Systems, Temporary Fencing, Storage.

Storage Building

Item	This INV	Remain
INS - Metal Roofing	50%	50%
Per insurance line items 99-104		
Manufacture- tbd		
Series- tbd		
Color- tbd		
Remove old roofing system and discard. Install new underlayment's, flashings, vents, and metal roofing system to code.		
INS - Gutters & Downspouts	50%	50%
PER INSURANCE APPROVED ESTIMATE LINE #'s: 105		
Remove Old gutters & downspouts, Measure and install new seamless gutters system, Build and install new downspouts.		
Gutter Size/Color: 5"		
Downspout Size/Color: 2x3"		
Clean up and haul away materials		
Magnet ground around job-site		
State excise tax included in price.		

[EXT] Fall River County File #111600 Hail Damage to County Buildings DOL: 06/13/2022

From Bruce Eleeson <beleeson@claimsassoc.com>

Date Tue 4/15/2025 11:46 AM

To Ganje, Sue <Sue.Ganje@state.sd.us>

 2 attachments (257 KB)

111600REVISED010825Final 4-15-2025.pdf; POL RCV 04-15-2025.pdf;

Sue,

I have attached the final figures for the Hail damage to the County Buildings from 6/13/2022. I have also attached a Sworn Statement in Proof of Loss to be signed, notarized and returned by mail to Claims Associates, Inc., PO Box 1898, Sioux Falls, SD 57101-1898. Please also email a copy of the signed and notarized Proof to me to beleeson@claimsassoc.com.

We will make a final payment to Fall River County in the amount of \$81,103.15. The total Replacement Cost Claim comes to \$320,252.82. In that amount is the agreed repair figure of \$267,635.95 with Black Hills Exteriors. Your coverage document provides Replacement Cost Coverage to all buildings except the 4-4 Museum. The Museum has Actual Cash Value coverage only. The amount to be withheld on the 4-4 Museum is \$20,515.70 in depreciation. The 8-11 Weed Board Building is not being replaced so you will be paid the Actual Cash Value Amount of \$7,839.59 on that building.

The County will be paid a total value of \$298,116.06 less a \$500.00 deductible or \$297,616.06. A prepayment was made to the County in the amount of \$216,512.91 on 12/29/2022. The remaining balance to be paid to the County is \$81,103.15.

Please review the figures and have the Proof signed and notarized and returned as per the mailing instructions.

The SDPAA would like to pay the final amounts to the County so Black Hills Exteriors can complete the work and be paid this summer.

Please call me if you have any questions.

Bruce Eleeson
Senior Claims Adjuster
Claims Associates, Inc.
2693 Commerce Road Unit B
Rapid City, SD 57702
Mailing Address: PO Box 9595
Rapid City, SD 57709
605-275-5294
605-333-9810
605-791-5565
Fax 605-791-1721



Virus-free www.avast.com

SWORN STATEMENT IN PROOF OF LOSS

(For Use With Replacement Cost Coverages)

\$7,911,410.00
AMOUNT OF POLICY AT TIME OF LOSS
June 6, 2022
DATE ISSUED
June 6, 2023
DATE EXPIRES

116
POLICY NUMBER
AGENT
AGENCY AT

To the South Dakota Public Assurance Alliance (SDPAA)

of Pierre, SD

At time of loss, by the above indicated policy of insurance you insured:

Fall River County

against loss by ALL RISK OF DIRECT PHYSICAL LOSS EXCEPTED to the property described under Schedule "A," according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: A Hail loss occurred about the hour of o'clock .M
(State Kind)

on the 13th day of June 20 22. The cause and origin of the said loss were:

Large hail caused damage to various County Buildings

2. Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever:

VARIOUS COUNTY OWNED PROPERTIES

3. Title and Interest: At the time of the loss the interest of your insured in the property described therein was:

SOLE OWNER

No other person or persons had any interest therein or incumbrance thereon, except:

NO EXCEPTIONS

4. Changes: Since the said policy was issued there has been no assignment thereof, or change of interest, use, Occupancy, possession, location, or exposure of the property described, except:

NO EXCEPTIONS

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss, \$ 7,911,410.00 as more particularly specified in the apportionment attached under Schedule "C," besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

6. The Full Replacement Cost of said property at the time of the loss was UNDETERMINED

7. The Full Cost of Repair or Replacement is 320,252.82

8. Applicable Depreciation or Betterment is \$ 22,136.76

9. Actual Cash Value Loss is (Line 7 minus Line 8) 298,116.06

10. Less deductibles and/or participation by the insured \$ 500.00

11. Actual Cash Value Claim is (Line 9 minus Line 10) Less Prior Payment of \$216,512.91 \$ 81,103.15

12. Supplemental Claim, to be filed in accordance with the terms and conditions of the Replacement Cost Coverage within NA days from the date of loss as shown above, will not exceed.

(This figure will be that portion of the amounts shown on Lines 8 and 10 which is recoverable.)

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

State of X

County of X

The Insured

Subscribed and sworn to before me this day of 20

Notary Public

SCHEDULE "A"-POLICY FORM

Policy Form No. _____ Dated _____

Item 1. \$_____ on _____

Item 2. \$ on _____

Item 3. \$_____ on _____

Item 4. \$ on

Situated

Coinsurance, Average, Distribution, or Deductible Clauses, if any _____

Loss, if any, payable to _____

SCHEDULE "B"
STATEMENT OF ACTUAL CASH VALUE AND LOSS AND DAMAGE

		ACTUAL CASH VALUE		LOSS AND DAMAGE	
Totals:					

SCHEDULE "C"-APPORTIONMENT

[illegible]

Adjuster

RECEIPT FOR PAYMENT

Received of _____ (insurer)
of _____

Dollars (\$)

in full satisfaction and indemnity for all claims and demands upon said company on account of said loss and damage and the said policy is hereby
(State, whether Reduced, Reduced and Reinstated or Canceled by payment.)

Date 20

Date _____ 20_____ The Insured _____

The Mortgagee

Insured: Fall River County
Property: 906 North River St
Hot Springs, SD 57747

Home: (605) 745-5137

Estimator: Bruce Eleeson
Company: Claims Associates, Inc.

Claim Number: 111600

Policy Number:

Type of Loss: Hail

Date of Loss:
Date Inspected:

Date Received:
Date Entered: 8/8/2024 11:13 AM

Price List: SDRC8X_AUG24
Restoration/Service/Remodel
Estimate: 111600REVISED010825

111600REVISED010825

111600REVISED010825

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Permits & Fees (Agreed Price)	1.00 EA	1,400.00	28.57	1,428.57	(0.00)	1,428.57
Total: 111600REVISED010825			28.57	1,428.57	0.00	1,428.57

1-1 Courthouse (906 N River St)

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Tear off, haul and dispose of comp. shingles - Laminated	18.30 SQ	350.00	130.73	6,535.73	(0.00)	6,535.73
Laminated - High grd - impact resist shingle - w/out felt	21.00 SQ	370.66	158.87	7,942.73	(0.00)	7,942.73
Ice & water barrier	1,644.00 SF	4.05	135.89	6,794.09	(0.00)	6,794.09
Additional labor figured in this line item to install ice and water shield on steep/ cut up roofing sections						
R&R Drip edge	168.00 LF	3.75	12.86	642.86	(0.00)	642.86
Asphalt starter - universal starter course	168.00 LF	2.49	8.54	426.86	(0.00)	426.86
Hip / Ridge cap - High profile - composition shingles	169.00 LF	7.90	27.25	1,362.35	(0.00)	1,362.35
R&R Valley metal	212.00 LF	8.13	35.18	1,758.74	(0.00)	1,758.74
Step flashing	96.00 LF	13.23	25.92	1,296.00	(0.00)	1,296.00
R&R Flashing - pipe jack	1.00 EA	69.73	1.42	71.15	(0.00)	71.15
Remove Additional charge for high roof (2 stories or greater)	18.30 SQ	200.00	74.70	3,734.70	(0.00)	3,734.70
Additional charge for high roof (2 stories or greater)	18.30 SQ	200.00	74.70	3,734.70	(0.00)	3,734.70
Remove Additional charge for steep roof - 10/12 - 12/12 slope	18.30 SQ	200.00	74.70	3,734.70	(0.00)	3,734.70
Fall protection harness and lanyard (per week)	20.00 WK	22.00	8.98	448.98	(0.00)	448.98
Additional charge for steep roof - 10/12 - 12/12 slope	18.30 SQ	200.00	74.70	3,734.70	(0.00)	3,734.70
Totals: 1-1 Courthouse (906 N River St)			844.44	42,218.29	0.00	42,218.29

Equipment

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Crane and operator - 50 ton capacity	16.00 HR	223.00	72.82	3,640.82	(0.00)	3,640.82
Boom or spider lift - 50'-60' reach (per week)	1.00 WK	1,652.99	33.74	1,686.73	(0.00)	1,686.73
On-Site Evaluation and/or Supervisor/Admin - per hour	40.00 HR	63.25	51.64	2,581.64	(0.00)	2,581.64
Totals: Equipment			158.20	7,909.19	0.00	7,909.19

Membrane Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Roofing (Bid Item)	11.98 SQ	1,375.00	336.20	16,808.70	(0.00)	16,808.70

CONTINUED - Membrane Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
This included Remove and replace of membrane roof (60 mill), recovery board, all flashings and drip edges, all labor to flash around penetrations.						
Totals: Membrane Roof			336.20	16,808.70	0.00	16,808.70

3-3 Director of Equalization

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
R&R Metal roofing - ribbed - 29 gauge - up to 1"	1,293.00 SF	8.33	219.83	10,990.52	(0.00)	10,990.52
Ice & water barrier - High temp	1,293.00 SF	2.36	62.28	3,113.76	(0.00)	3,113.76
R&R Gable trim for metal roofing - 29 gauge	212.00 LF	5.29	22.89	1,144.37	(0.00)	1,144.37
R&R Drip edge	46.00 LF	3.75	3.52	176.02	(0.00)	176.02
R&R Pitch transition flashing for metal roofing - 29 gauge	100.00 LF	7.17	14.63	731.63	(0.00)	731.63
R&R Counterflashing - Apron flashing	100.00 LF	14.18	28.94	1,446.94	(0.00)	1,446.94
R&R Neoprene pipe jack flashing for metal roofing	3.00 EA	85.09	5.21	260.48	(0.00)	260.48
Dumpster load - Approx. 30 yards, 5-7 tons of debris	1.00 EA	560.00	11.43	571.43	(0.00)	571.43
Totals: 3-3 Director of Equalization			368.73	18,435.15	0.00	18,435.15

4-4 Museum

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Tear off, haul and dispose of comp. shingles - Laminated	75.08 SQ	69.02	105.77	5,287.79	<0.00>	5,287.79
Laminated - High grade - comp. shingle rfg. - w/ felt	85.33 SQ	395.49	688.78	34,435.94	<12,913.48>	21,522.46
Ice & water barrier	1,695.00 SF	2.05	70.92	3,545.67	<1,772.84>	1,772.83
R&R Drip edge/gutter apron	134.00 LF	3.87	10.58	529.16	<205.10>	324.06
Asphalt starter - universal starter course	134.00 LF	2.49	6.81	340.47	<255.36>	85.11
R&R Hip / Ridge cap - High profile - composition shingles	335.00 LF	11.70	80.00	3,999.50	<1,350.26>	2,649.24
R&R Valley metal	297.00 LF	8.13	49.28	2,463.89	<970.23>	1,493.66
Step flashing	299.00 LF	13.23	80.74	4,036.51	<1,729.93>	2,306.58
R&R Counterflashing - Apron flashing	223.00 LF	14.18	64.54	3,226.68	<1,318.50>	1,908.18
Remove Additional charge for high roof (2 stories or greater)	75.08 SQ	6.04	9.26	462.74	<0.00>	462.74
Additional charge for high roof (2 stories or greater)	75.08 SQ	27.45	42.06	2,103.01	<0.00>	2,103.01
Remove Additional charge for steep roof - 7/12 to 9/12 slope	47.63 SQ	45.00	43.75	2,187.10	<0.00>	2,187.10
Additional charge for steep roof - 7/12 to 9/12 slope	47.63 SQ	92.00	89.44	4,471.40	<0.00>	4,471.40

CONTINUED - 4-4 Museum

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Remove Additional charge for steep roof - 10/12 - 12/12 slope	20.62 SQ	65.00	27.36	1,367.66	<0.00>	1,367.66
Additional charge for steep roof - 10/12 - 12/12 slope	20.62 SQ	197.69	83.20	4,159.57	<0.00>	4,159.57
Fall protection harness and lanyard (per week)	40.00 WK	22.00	17.96	897.96	<0.00>	897.96
Totals: 4-4 Museum			1,470.45	73,515.05	20,515.70	52,999.35

Equipment

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Telehandler/forklift (per month) - no operator	1.00 MO	3,205.00	65.41	3,270.41	<0.00>	3,270.41
Crane and operator - 50 ton capacity	16.00 HR	223.00	72.82	3,640.82	<0.00>	3,640.82
Totals: Equipment			138.23	6,911.23	0.00	6,911.23

8-8 Highway Bldg

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Roofing (Bid Item)	1.00 EA	43,156.22	0.00	43,156.22	(0.00)	43,156.22
Totals: 8-8 Highway Bldg			0.00	43,156.22	0.00	43,156.22

8-11 Weed Board Building

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Roofing (Bid Item)	1.00 EA	9,460.65	0.00	9,460.65	<1,621.06>	7,839.59
Totals: 8-11 Weed Board Building			0.00	9,460.65	1,621.06	7,839.59

9-12 Storage Building

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
R&R Metal roofing - ribbed - 26 gauge - 1 1/8" to 1 1/2"	2,613.00 SF	9.04	482.12	24,103.64	(0.00)	24,103.64
R&R Gable trim for metal roofing - 26 gauge	52.00 LF	8.64	9.17	458.45	(0.00)	458.45

CONTINUED - 9-12 Storage Building

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
R&R Drip edge/gutter apron	201.00 LF	3.87	15.88	793.75	(0.00)	793.75
R&R Ridge vent - Metal roofing - Standard grade	100.50 LF	20.38	41.80	2,090.00	(0.00)	2,090.00
R&R Furnace vent - rain cap and storm collar, 16"*	1.00 EA	320.00	6.53	326.53	(0.00)	326.53
R&R Closure strips for metal roofing - inside and/or outside	201.00 LF	3.52	14.44	721.96	(0.00)	721.96
Soffit, Fascia, & Gutter (Bid Item)	1.00 EA	0.00	0.00	0.00	(0.00)	0.00
If awarded project, We will submit estimate from a gutter company that can make these gutters. CUSTOM						
Telehandler/forklift (per week) - no operator	1.00 WK	1,375.00	28.06	1,403.06	(0.00)	1,403.06
Dumpster load - Approx. 40 yards, 7-8 tons of debris	1.00 EA	620.00	12.65	632.65	(0.00)	632.65
Totals: 9-12 Storage Building			610.65	30,530.04	0.00	30,530.04

10-14 South Annex/Garage

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
R&R Metal roofing - ribbed - 29 gauge - up to 1"	6,664.00 SF	8.33	1,132.98	56,644.10	(0.00)	56,644.10
R&R Gable trim for metal roofing - 29 gauge	212.00 LF	8.07	34.92	1,745.76	(0.00)	1,745.76
R&R Drip edge/gutter apron	272.00 LF	3.87	21.48	1,074.12	(0.00)	1,074.12
R&R Pitch transition flashing for metal roofing - 29 gauge	96.00 LF	10.24	20.07	1,003.11	(0.00)	1,003.11
R&R Ridge vent - Metal roofing - floating ventilator	70.00 LF	34.53	49.33	2,466.43	(0.00)	2,466.43
R&R Ridge vent - Metal roofing - Standard grade	66.00 LF	20.38	27.46	1,372.54	(0.00)	1,372.54
Snow bar - *	272.00 LF	17.65	97.98	4,898.78	(0.00)	4,898.78
R&R Furnace vent - rain cap and storm collar, 8"	1.00 EA	102.42	2.09	104.51	(0.00)	104.51
R&R Neoprene pipe jack flashing for metal roofing	6.00 EA	85.09	10.42	520.96	(0.00)	520.96
Light fixture - Detach & reset	1.00 EA	48.43	0.99	49.42	(0.00)	49.42
Totals: 10-14 South Annex/Garage			1,397.72	69,879.73	0.00	69,879.73
Line Item Totals: 111600REVISED010825			5,353.19	320,252.82	22,136.76	298,116.06

Summary

Line Item Total	314,899.63
Excise Tax	5,353.19
Replacement Cost Value	\$320,252.82
Less Non-recoverable Depreciation	<22,136.76>
Actual Cash Value	\$298,116.06
Less Deductible	(500.00)
Less Prior Payment(s)	(216,512.91)
Net Claim Remaining	\$81,103.15

Bruce Eleeson

1/07/25 FALL RIVER COUNTY 24 YEAR BUDGET WORKSHEET

ACCOUNT DESCRIPTION	7/24	23 ACTUAL	23 ACTUAL	24 ACTUAL	25 3-YEAR AVERAGE	25 BUDGET	25 YTD ACTUAL	26 REQUESTED	26 APPROVED
160.133 PUBLIC TRANSPORTATION 1010004220410	25,000.00	13,301.00	13,301.00	13,300.00	13,000.00	13,000.00	.00		
161.133 ELEGANT ELDERLY MEAL 1010004220410	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,750.00	.00	2750	
162.133 ELEGANT ELDERLY M 1010004220410	.00	3,801.00	3,801.00	3,800.00	2,500.00	3,800.00	.00		
ACCOUNT TYPE TOTALS	27	15,300.00	19,301.00	19,300.00	18,001.00	19,550.00	.00		
FUND TOTALS	10100	15,500.00	19,300.00	19,300.00	18,000.00	19,500.00	.00		
DEPT TOTALS	433	15,500.00	19,300.00	19,300.00	18,000.00	19,500.00	.00		

1 = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

4/07/25	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET				SENIOR CITIZENS	(FRI) EDGE	AS OF APRIL		25	LPBUDW	PAGE	91
ACCOUNT DESCRIPTION	GL#	22 ACTUAL	23 ACTUAL	24 ACTUAL	3-YEAR AVERAGE	25 BUDGET	25 YTD ACTUAL	26 REQUESTED	26 APPROVED				
4280.525 EDG SEN CITIZ EXPENSE 10100X4280525		3,000.00	3,100.00	3,100.00	3,066.67	3,500.00	.00	3500.00					
ACCOUNT TYPE TOTALS	42	3,000.00	3,100.00	3,100.00	3,066.67	3,500.00	.00						
FUND TOTALS	10100	3,000.00	3,100.00	3,100.00	3,066.67	3,500.00	.00						
DEPT TOTALS	525	3,000.00	3,100.00	3,100.00	3,066.67	3,500.00	.00						

* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

Don Kelley - Site Rep



QUOTATION

TO:

FALL RIVER COUNTY GIS
1029 N. RIVER ST
HOT SPRINGS, SD 57747

SHIP TO:

FALL RIVER COUNTY GIS
1029 N. RIVER ST
HOT SPRINGS, SD 57747

ATTN:

ATTN: STACEY MARTIN 605-745-7584

Quote No.	Date	Cust No	S/M	Your Referenced Inquiry		Delivery Promise	F.O.B.	Expiration
0007487	4/22/2025	007301	TS				ORIGIN	30 DAYS
Item	Quantity	UM	Part		Description	Price \$	Extension \$	
001	4	EA	SS 474		36X12S. STREET SIGN 1-SIDED	30.69000	122.76	
002	4	EA	8506		48X12S. STREET SIGN 1-SIDED	43.88000	175.52	
003	6	EA	SS 160		48X9S. STREET SIGN-1 SIDED	34.72000	208.32	
004	2	EA	6878		42X9S. STREET SIGN 1-SIDED	27.30000	54.60	
005	52	EA	8626		36X9S. ST. SIGN. 1SIDED. W/BORDER	28.52000	1,483.04	
006	6	EA	10779		24X9S. STREET SIGN 1-SIDED	21.06000	126.36	
007	56	EA	10912		18X6S. 911 ADDRESS MARKER	14.42000	807.52	
008	5	EA	10911		24X8S. 911 ADDRESS MARKER	20.67000	103.35	
009	29	EA	9644		30X9S. ST. SIGN-1 SIDED. W/BORDER Cust Part 5-250233	23.76000	689.04	
Total for Quote \$							3,770.51	



Auditor Office <aud@frcounty.org>

update - retention manual

1 message

Stacey Martin <gis@frcounty.org>

Mon, Apr 28, 2025 at 3:15 PM

To: Bobbie Janis <auditor.assistant@frcounty.org>

Dana sent me a link to the Local Government retention manual. He said he got to thinking about it after our discussion. He sent a link to the local guide for retention of records, agendas would fall under 'all other information' so retain for two years.

[Link to guide](#)

LG-48. MINUTES, BOARD MEETINGS:

17-012

This series contains original minutes from board meetings. Minutes are used to document board actions and may include: roll call, approval of claims for payment, travel requests, gross payroll, policy statements, etc. This series may also include: open meeting notices, agendas, and handouts. The file constitutes a history of actions and policies promulgated.

RETENTION: OFFICIAL MINUTES: Retain permanently.

ALL OTHER INFORMATION: Retain 2 years, then destroy.

Stacey Martin
Fall River County GIS
1029 N River St
Hot Springs, SD 57747
605-745-7584
gis@frcounty.org