



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

FALL RIVER BOARD OF COUNTY COMMISSIONERS

Second Floor, Courtroom

Thursday, September 4, 2025

Need to re-visit with the Veteran, Jassen Corell, County Resident (Was on at 10:20 on 08-07-2025 Agenda)

- 8:00 Commission review of bills
Opening Invocation
Pledge of Allegiance
- 9:00 Call Meeting to Order
Conflict of Interest Items for Board Members

Action Agenda Items for Consideration:

- Approve Agenda
- Approve County Commission Meeting minutes of August 21st and August 26th, 2025
- Approve Auditors Account with the Treasurer for June & July 2025
- Approve wage increase for Jay Miles, Heavy Equipment Operator from \$24.75/hr to \$26.00/hr for 4-year anniversary, effective September 7, 2025; Approve longevity wage increase for Tamra Petersen Dee, from \$50.00/month to \$75.00/month for 5 years of service, effective 09/15/2025, all as per Union Contract
- Set Cash transfer hearing for September 18, 2025 at 9:30 a.m.
- County assistance/death expense applications

(Move any unfinished business to the end of the meeting, if needed)

- 9:05 Erin McGlumphy, SDSU Extension 4-H-
- Present report on South Dakota State Fair
- 9:15 Dar Coy, Emergency Manager-
- Fire Marshall to present his letter on occupancy load limits for the Courthouse; possible action
 - Approve occupancy loads for the Courtroom and lobby; possible action
 - Request travel approval to attend SDEMA Conference in Sioux Falls for Emergency Manager, Coy and former Emergency Manager, Maynard (who is receiving an award), to include lodging for both and per diem for Coy; possible action
 - Updates
- 9:25 Lyle Norton, Sheriff-
- Updates
- 9:30 Cash Transfers, Supplement Hearing; possible action
- 9:35 Andersen Engineers-
- Present the following plat for approval, possible action
 - A Plat of Lot 1R and Lot 2 of Swett Subdivision, located in the S1/2 Government Lot 4 of Section 19, and the N1/2 Government Lot 1 of Section 30, T7S. R6E, BHM, Fall River

County, South Dakota, formerly Lot 1 of Tract Swett, the Remainder of Tract Swett, Tract Shop, Lot FR 11 and Lot FR 12

- 9:40 Everette Dossey
- Discuss Mou between Angostura Irrigation District & County; possible action
 - Irrigation District penalty changes
- 9:50 2026 Provisional Budget Hearing
- 9:55 Tony March, Highway Superintendent-
- Present Application for Road Approach Permit from Steve Cherkas on the south side of Rocky Ford Road at approximately 100 yards east of Cherkas' gate to serve a residence; possible action
 - Request approval for Butler Warranty; possible action
- 10:05 Approve Bills & Break
- 10:20 Public Comment
- 10:30 Executive Session as per SDCL 1-25-2 (1) personnel, (3) legal and (4) negotiations –
- Negotiations for December 22, 2025 through December 20, 2028, Collective Bargaining Agreement; Possible action

Adjourn

**Agendas are set 24 hours prior to a meeting. Any items added at the meeting will be heard for informational purposes only, if any items require action, such action will be deferred to the next meeting.

Fall River County fully subscribes to the Americans with Disabilities Act. If you desire to attend this public meeting and need accommodations, please notify the Auditor's Office, (605) 745-5130, 24 hours prior to the meeting so that appropriate services and auxiliary aids are available.

The below Conference Call information is assigned for pre-arranged agenda items where the presenter is unavailable in person.

Conference Call information (if applicable): Call (848) 777-1212; Conference ID #37268689

Operation Green Light for Veterans 2025 Proclamation

WHEREAS, the residents of Fall River County have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Fall River County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, approximately 200,000 service members transition to civilian communities annually; and an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, Fall River County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted;

NOW, THEREFORE, BE IT RESOLVED, with designation as a Green Light for Veterans County, Fall River County hereby declares November 4-11, 2025, as a time to salute and honor the service and sacrifices of those transitioning from active service; and

BE IT FURTHER RESOLVED, that in observance of Operation Green Light, Fall River County will promote the use of green lighting by all that wish to participate in honoring the brave men and women who have served the United States of America by maintaining the green light on the lamp post adjacent to the Courthouse; and

BE IT FURTHER RESOLVED, that Fall River County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 4-11, 2025.

Joe Falkenburg, Chairman
Fall River County Commission

ATTEST:

Sue Ganje, Auditor
Fall River County

FALL RIVER COUNTY UNAPPROVED MINUTES OF AUGUST 21, 2025

The Fall River Board of County Commissioners met in regular session on August 21, 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; No conflicts were noted. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED. The full context of the meeting can be found on the county website under Commissioners at <http://fallriver.sdcountries.org> or on Facebook on the Fall River County website.

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

Motion made by Wahlert, seconded by Russell, to approve the minutes for August 7th and August 13th, 2025.

The Board was notified of a fundraiser event on 09-08-2025, 'Lotto for Life' to be conducted by the Hot Springs Right-to-Life at Springs Coffee Kiosk.

Motion made by Russell, seconded by Allen, to approve the Order of Incorporation for Paha Sapa Rd District, Resolution as follows:

FALL RIVER COUNTY RESOLUTION #2025-22

**ORDER FOR ORGANIZATION AND INCORPORATION
OF THE PAHA SAPA RD DISTRICT
FALL RIVER COUNTY, SOUTH DAKOTA**

WHEREAS, all voting property owners that are within the proposed district have agreed to and petitioned for the organization of the Paha Sapa Rd Road District, and

WHEREAS, an Election was held on August 19, 2025 asking the voters to accept or reject the formation of the Paha Sapa Rd Road District, with 11 voters accepting and 0 voter rejecting the formation of the Paha Sapa Rd Road District, and

NOW, THEREFORE, BE IT ORDERED, that the Fall River County Commissioners shall declare the Paha Rd Road District to be organized and established as a governmental subdivision of the State of South Dakota and a public body, corporate and political, effective as of today's date, with taxing authority for the 2025 tax year payable in 2026 and after, and

BE IT FURTHER ORDERED, that the Paha Sapa Rd Road District be described as follows:

All Lots of the Paha Sapa Subdivision Road District 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, located in the W ½ SE ¼ of Section 26, Township 7 South. Range 5 East, Black Hills Meridian, Fall River South Dakota, according to Plats pages 173, 205, 219, 219 A, and 224 in the office of the Fall River Register of Deeds.

Dated this 21st day of August, 2025

/S/ Joe Falkenburg
Joe Falkenburg, Chairman
Fall River County Commissioner

ATTEST:

/S/ Sue Ganje
Sue Ganje
Fall River County Auditor

There were no county assistance/death expense applications.

Erin McGlumphy, SDSU Extension 4-H met with the Board to present the quarterly report, and requested a Vernal Stand-up desk with attachments, in the amount of \$1,406.96. Discussion was held.

Motion made by Russell, seconded by Wahlert to approve purchase of a standing desk and attachments, with a \$700.00 maximum. With Cope voting no, the motion carried.

Dar Coy, Emergency Management met with the Board, to present the agreement on the LEMPG (Local Emergency Management Performance Grant) and gave updates.

Motion made by Wahlert, seconded by Allen, to approve the LEMPG agreement and authorize the Chairman to sign.

Coy then stated that he was looking at quotes for a new pickup. Discussion was held on the miles currently on the pickup, and that it was purchased in 2014, and the use in emergencies. After discussion, the item was moved to the next meeting.

Lyle Norton, Sheriff, met with Board, to present updates. He reported the jail census. There are 7 males and 2 females in house with 1 male in Pennington County and 1 male in Meade County for a total of 11 inmates.

Teresa Pullen, Treasurer, met with the Board to request hire approval.

Motion made by Russell, seconded by Wahlert to approve the hire of Marie Guerrero as a Full time Administrative Assistant at \$16.50/hr, effective 09/04/2025.

Motion made by Russell, seconded by Wahlert to approve the hire of Jeanne Eagle Bull as a Part Time Administrative Assistant at \$17.00/hr, effective 09/08/2025 to be paid by funds from Oglala Lakota County.

Falkenburg wants a cash balance at 1st meeting of each month from Pullen.

Tony March, Highway Superintendent, met with the Board to set a hearing for a 5-year plan. He presented quotes for the Oral Bridge – Corr Construction in the amount of \$44,750, and J.V. Bailey Co. in the amount of \$66,750. The highway will be responsible for the detour sign. March also presented an application for an approach permit. March noted that he used his office manager as a flagger which helped answering questions to residents.

Motion made by Russell, seconded by Allen, to set a hearing for the 2025 5-year plan at 9:30 a.m. on October 2nd, 2025, noting that Cope will be gone that day.

Motion made by Wahlert, seconded by Russell to approve the low bid of Corr Construction for the Oral Bridge Project in the amount of \$44,750.00.

Motion made by Russell, seconded by Wahlert, to approve the Application for Approach Permit from Jess Harris, for a road connection to the East side of Old Highway 79, adjacent to the residence of 27909 Old Highway 79 to serve a subdivision, contingent on the approval of the Plat for Lots 3 and 4 of Angostura Flats Subdivision, Located in Government Lot 2 of Section 18, T8S, R7E, BHM, Fall River County, SD.

Falkenburg discussed calls from a couple individuals who had issues with the dip in the road 100 yards past Chautauqua Park on Hot Brook Canyon Road. As the County is currently putting asphalt on Hot Brook Canyon Road, March will reach out to the City of Hot Springs to see about the county putting asphalt in the dip, so people don't swerve into the Fall River, for a possible trade of some millings.

Motion was made by Russell, seconded by Wahlert to have the Highway Department fix the dip in the road for the safety of County residents, contingent on a trade with the City on millings.

March stated that he has a quote on a blade that is 3 years old and has 3000 hours, March will present quote at the next meeting. Falkenburg encourages other Board members to look at Oral & Hot Brook Canyon Roads as the Highway Department has done an excellent job. Brief discussion was held on haul agreements and budget items.

Joe Allen had no updates on proposed Jail or Justice Center.

Cope was approached by SD Representative Tim Goodwin on a proposal for a federal jail, which FRC would not have to pay for, and would like to come to a future meeting. Cope noted that it might be a good start and is wondering if they can expand on and use it as a steppingstone for the County's needs. Cope expressed regret of approving the motion for the Johnson Construction quote.

Discussion on roads on future plats was held by the Board, with input from State's Attorney Russell, Dustin Ross with Andersen Engineering, Inc. and Don Olstad, County resident, and the request by the County for roads on plats to be 20' wide for emergency vehicles access. Discussion included visual inspection of roads prior to plats being presented, timelines, developers, and the need for turnarounds on single lane roads. The majority of issues were areas contingent to hills. Continued discussion will be held.

Motion made by Russell, seconded by Wahlert, to approve the cash supplements resolution as follows:

FALL RIVER COUNTY RESOLUTION #2025-23
Supplemental Budget #2025-#4

WHEREAS, SDCL 7-21-22 provides that the Board of County Commissioners may adopt a supplemental budget, and whereas, as due and legal notice has been given, the following Cash Supplements to expenditures for August 21, 2025, be approved as follows: Building Repair & Maintenance 30100X4250161, \$93,693.26; Dispatch 20700X4340225, \$49,901.01; Victim's Assistance 10100X4291434, \$868.00; Juvenile Care 10100X4260215, \$3,410.00; Payments to Local Education Agency 20100X4260850, \$6,554.18; Payments to Local Education Agency 10100X4260850, \$94,275.10; Intergovernmental Expense 10100X4260750, \$49,407.14 Means of finance to be cash, and

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners to adopt the Cash Supplemental Budget #4 for 2025.

Dated at Fall River County, South Dakota this 21st day of August 2025.

/S/ Joe Falkenburg

Joe Falkenburg

Fall River County Board of Commissioners

ATTEST:

/S/ Sue Ganje

Sue Ganje

Fall River County Auditor's Office

Dustin Ross with Anderson Engineers, Inc, met with Board, to present a Plat.

Motion made by Russell, seconded by Allen to approve Fall River County Resolution #2025- 24 as follows:

FALL RIVER COUNTY RESOLUTION #2025-24

A Plat of Wells Tract 1R and Linstadt Tract of Hoffner Subdivision, located in the E1/2SE1/4 of Section 17, T8S, R5E, BHM, Fall River County, South Dakota, formerly Wells Tract 1

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

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

Dated this 21st day of August, 2025.

/S/ Joe Falkenburg

Joe Falkenburg, Chairman

Fall River County Board of Commissioners

ATTEST:

/S/ Sue Ganje

Sue Ganje, Auditor

Fall River County Auditor

The Angostura Flats plat will be postponed until the next meeting.

Motion made by Wahlert, seconded by Russell to include Road Design on future plats.

Sue Ganje, Auditor, met with Board to ask for hire approval.

Motion made by Allen, seconded by Wahlert to approve hiring Jessica Dossey as Full Time Payroll/ Administrative Assistant, effective 09/02/2025 at \$17.00/hr, as per Union Contract.

Motion made by Allen, seconded by Russell, to pay bills as follows:

GENERAL FUND		
AUDRA HILL CONSULTING, INC	MH QMHP EVALUTAION	\$659.25

BOMGAARS	PARTS/SUPPLIES	\$52.17
SHERIFF: \$7.99 INV 88659799 HITCH PIN & CLIP, \$-.80 " " MILITARY DISCOUNT, \$39.99 " " MOUNT MULTI-BALL 1-L, \$4.99 INV 88658707 DE-ICER BUG 1-H		
CLINICAL LABORATORY OF	AUTOPSY	\$5,621.00
COLBATH & SPERLICH, PC	COURT APPOINTED ATTY	\$9,227.85
CONSOLIDATED ELECTRICAL	GENERATOR REPAIR	\$1,067.50
COUNTY DRUG	INMATE MEDICAL	\$15.27
CUSTER LAWYER, PLLC	COURT APPOINTED ATTY	\$1,229.20
FALL RIVER COUNTY HERALD	PUBLICATIONS	\$1,363.37
GALLS	INV 032185065 & 0322	\$1,291.85
SHERIFF: \$429.95 ACADIA NONINSULATE BOOTS/JONES, \$30.99 SHIPPING/JONES, \$91.98 CODE RED SILENT EARPICCE X 2, \$189.99 STINGER DS LED HL NIMH, \$163.99 TRL 7X RAIL MOUNT GUN LIGHT, \$106.00 S&W MP100 HANDCUFFS X 2, \$10.99 POCKET KEY SOLID STAINLESS, \$62.00 HIGH SPEED GEAR PISTOL MOUNT, \$115.98 FORMED OPEN TOP CUFF CASE X 2, \$40.99 COMPACT LIGHT HOLDER		
GOLDEN WEST TECHNOLOGIES	CAMERA/SYNERGIS READ	\$1,515.63
\$937.50 INV 8325 GEN RENEW CAMERA 1 YR, \$125.00 GENETEC RENEWAL SYN READ 1 YR, \$265.63 ADV-RE-REINSTATEMENT-U, \$187.50 CAMERA CONNECT LICENSE 1 YR		
WOLF, GEORGINE	COURT REPORTER	\$276.10
HEALTHCARE SERVICES INC	INMATE MEALS JULY 2025	\$13,224.00
HILLYARD/SIOUX FALLS	CUST 207966 INV 6059	\$274.24
HOT SPRINGS ACE HARDWARE	SUPPLIES/PARTS/TOOLS	\$194.06
SHERRIF: \$10.78 INV 359906 409 MULTI SPR X 2, \$30.58 " " RAGS PAPER 12X10" 200X2, \$18.87 " " CLOROX CLNUP32 OZ X 3, \$15.29 INV 360082 RAGS PAPER 12X10", \$7.73 " " CLOROX GERMICIDL 81 OZ, \$12.58 " " CLOROX CLNR BLCH 32 OZ X2, \$12.58 " " CLOROX CLEANUP 32 OZ X 2, \$4.49 " " DAWN ULTRA DISH SOAP, \$5.99 " " FORMULA 409 MSC 32 OZ, \$5.39 " " 409 MULTI SRFC SPRAY 32OZ; BUILDING: \$10.79 " " TOGGLE 5/8 PLASTIC LG, \$.60 " " HILLMAN FASTENER X 4, \$1.20 " " HILLMAN FASTENER X 4, -\$5.00 " " REWARD, -\$5.00 " " REWARD, \$53.97 INV 359882 WINDOW FILM GLAREX3, \$.89 INV 359912 HILLMAN FASTENER, \$.15 " " HILLMAN FASTENER, \$.19 " " HILLMAN FASTENER, \$.39 " " HILLMAN FASTENER, -\$3.39 INV 359913 HILLMAN FAST RETURN; JAIL: \$12.59 INV 360200 BROOM/DUSTPAN 13"		
HOSTERMAN, RACHEL	SIGSAUER HOLSTER	\$192.77
CITY OF HOT SPRINGS	REWRITTEN TO ADJ FOR PREV PYMNT	\$54,085.85
CITY OF HOT SPRINGS	VOID CITY OF HS/CORRECTED AMT	-\$56,586.35
HUSTEAD LAW OFFICE, P.C.	COURT APPOINTED ATTY	\$3,217.95
JOHNSON, CAROL	COURT REPORTER	\$53.90
LOGUE VINCE	MEAL REIMB PRISONER TRANSPORT	\$28.00
LYNNS DAKOTAMART	INMATE SUPPLIES	\$64.31
LYNN'S DAK. MART PHARMACY	INMATE MEDICAL	\$86.25
MAVERICK TIRE & AUTO	SERVICE/REPAIR	\$1,233.16
MCGLUMPHY, ERIN	MILEAGE & PER DIEM	\$590.10
MEADE COUNTY AUDITOR	INMATE HOUSING JULY 2025	\$2,945.00
MONUMENT HEALTH	VOID/OVERPAYMENT	-\$143.88
NICHOLAS TOWING	TO SERVICE FROM RC FOR 1L	\$506.75
NUTRIEN AG SOLUTIONS	SPRAYER CHEMICALS	\$2,601.00
W & P: \$245.00 SENSIPRO HIPOW BLUE WBS 40PK, \$1960.00 HIGHNOON 2X2.5 GAL X 20, \$286.00 LIBERATE LECITECH 2X2.5 X 10, \$110.00 MAD DOG 5.4# 2X2.5 GAL X 5		
PENNINGTON COUNTY JAIL	INMATE HOUSING JULY 2025	\$420.00
PENNINGTON COUNTY JAIL	INMATE TRANSPORT JULY 2025	\$442.12
PENNINGTON COUNTY	MENTAL COMMITMENT HEALTH	\$96.00

QUILL CORPORATION	SUPPLIES	\$84.83
Extension: \$21.99 QB ENVELOPES CLASP 9X12, \$13.59 CLOROX WIPES VALUE PD 3/75 CT, \$9.99 DIAL SPG REFILL 30 OZ, \$3.58 CLIP PAPER STL GIANT X 2, \$7.69 LYSOL POWER & FREE TRIG SPRY, \$27.99 STAPLES YELLOW COVER STOCK		
RINDER, THOMAS	THOMAS RINDER REFUND	\$91.18
CITY OF RAPID CITY	BLOOD ANALYSIS JULY	\$480.00
SDACC	2025 COUNTY CONVENTION	\$220.00
SD DEPARTMENT OF HEALTH	BLOOD ANALYSIS	\$425.00
SD DEPT OF REVENUE	AUTO/MI STATE REMITTANCE	\$60.00
SERVALL	RUG SERVICE	\$479.85
SOUTHERN HILLS LAW PLLC	COURT APPOINTED ATTY	\$12,009.54
STEVENS AUTOMOTIVE	INV 58348 & 58408 REPAIR/TIRES	\$1,286.05
W&P: \$4.99 OIL FILTER, \$30.66 5W20 OIL X 7, \$18.00 SUV/PICKUP SERVICE LABOR, \$1154.40 265/70R17 RUBITREK TIRES X 4, \$56.00 TIRE BALANCING X 4, \$22.00 TIRE DISPOSAL X 4		
WARNE CHEMICAL & EQUIP.	SUPPLIES/LABOR/PARTS	\$292.28
MILES, SASHA	LOST CK 79873 REPLACEMENT	\$150.00
MILES, SASHA	VOID/LOST CHECK #79873	-\$75.00
	TOTAL FOR GENERAL FUND	\$61,348.15
COUNTY ROAD & BRIDGE FUND		
A & B WELDING SUPPLY CO.	WELDING SUPPLIES	\$43.65
BLACK HILLS ELECTRIC	UTILITY SMITHWICK SHOP	\$40.07
BOMGAARS	SUPPLIES/PARTS/TOOLS	\$671.81
\$19.55 INV 88659073 BULK BOLTS, \$14.99 " " PLIERS, \$7.99 " " PUNCH SOLID, \$12.13 INV 88659392 BULK BOLTS, \$5.09 " " BULK BOLTS, \$59.90 " " CENTAUR MOLY GREASE X 10, \$139.99 " " GARAGE JACK, \$14.99 INV 88658125 T-SHIRT/AMTHOR CL, \$27.71 " " T-SHIRT/AMTHOR CLOTHING A, \$7.49 " " T-SHIRT/AMTHOR CLOTHING A, \$29.99 " " T-SHIRT/AMTHOR CLOTHING A, \$30.00 " " T-SHIRT/AMTHOR CLOTHING A, \$24.74 " " T-SHIRT/AMTHOR CLOTHING A, \$7.49, " " T-SHIRT/AMTHOR CLOTHING A, \$5.99 INV 88658702 GLOVES/COSTA CLOT, \$5.99 " " GLOVES/COSTA CLOTHING ALL, \$11.24 " " SOCKS 6-PK/COSTA CLOTHING, \$17.00 " " SWEATER/COSTA CLOTHING AL, \$32.99 INV 88659620 OIL STABILIZER, \$6.71 INV 88659994 BULK BOLTS, \$5.49 INV 88656894 TIP CLEANER, \$49.99 " " WRENCH SET, \$6.49 INV 88657304 INTERIOR DETAILER, \$119.88 " " REFRIDGERANT X 12, \$7.99 " " SHRUB RAKE		
BROSZ ENGINEERING, INC.	PROFESSIONAL SERVICE	\$2,795.00
BUTLER MACHINERY CO.	EQUIPMENT/REPAIR/PARTS	\$3,649.03
\$79.60 INV 06W00225972 CM SEAL EDGE, \$539.79 " " GLASS L H, \$270.00 " " TOTAL LABOR, \$166.25 " " INSTALL WINDOW \$90.00 " " TROUBLESHOOT WINDOW WASH, \$.85 " " WASHER, \$5.61 " " CM HOSE, \$1.85 " " SCREW, \$8.68 " " TUBE, \$13.72 " " VALVE X 2, \$11.06 " " 3 IN 1 WASHER FL X 2, \$540.00 " " LABOR, \$540.00 " " PERFORM 500 SVC HR MAINT, \$125.92 " " 10W30 DEO-ULS TOTES X 8, \$396.00 INV 06CT0001310 CAT 150-15AWD ANN MAINT		
FLOYD'S TRUCK CENTER	REPAIRS/PARTS	\$2,830.95
\$200.35 INV X201167459:01 CPRSR-RFGT, \$56.74 " " ACCUM FORD STERLING, \$19.74 " " ORIFICE TUBE .072 DIA A/C, \$3.24 " " SEAL-MINI STAT-O-SEAL, \$3.46 " " SEAL-MINI STAT-O-SEAL, \$1.50 " " STANDARD O-RING ASSORT, \$839.60 INV X201167480:01 REMAN COMPRE, \$600.00 " " REMAN COMPRESSOR, \$484.89 " " 39MT IMS FOR CAT C15, \$226.79 INV X201167526:01 CONDENSER, \$180.36 " " EVAP FORD L SERIES STERL, \$32.76 " " SHIPPING, \$181.52 INV X201167846:01 WINDOW REAR		
CITY OF EDMONT (H2O)	BULK WATER	\$79.52
FALL RIVER AUTO SUPPLY	AUTO PARTS/REPAIRS	\$56.20
\$8.66 INV 7675-280478 ROCKER SWITCH, \$14.67 " " TRAILER PLUG, \$8.66 INV 7675-280434 TOGGLE SWITCH, \$14.67 INV 7675-280247 TRAILER PLUG, \$9.54 " " TRAILER CONNECTOR		
FALL RIVER COUNTY HERALD	PUBLICATIONS	\$61.50
FR WATER USERS DISTRICT	BULK WATER	\$367.31

GODFREY BRAKE SERVICE	BULKHEAD COUPLING	\$17.10
GREAT WESTERN TIRE	3 CASING EXCHANGE	\$1,359.80
SIMON MATERIALS	GRAVEL/ROAD MATERIAL	\$54,980.53
HOT SPRINGS ACE HARDWARE	SUPPLIES/PARTS/TOOLS	\$144.47
HWY: \$9.99 INV 360014 RUST REFOR SPRAY 10, \$7.99 " " STRYPNT 2X GLS MARIGOLD, \$8.59 " " CHEM RESIST SPRAYER 32 OZ, \$16.99 " " MLT SRFC CLNR PNE 80 OZ, \$21.99 " " HOSE NOZZLE SET MTL 7PTRN, \$5.99 " " HOSE NOZZLE 7 PAT ASST, \$12.99 INV 359677 TP WH 6RL 2 PLY, \$4.99 " " DAWN ULTRA DISH SOAP, -\$10.00 " " REWARDS, -\$5.00 " " REWARDS, \$33.98 INV 359301 MLT SRFC CLNR X 2, \$15.99 " " LIBMAN ANGLE BROOM/DUST, \$19.98 INV 359581 LEXEL CLEAR CAULK		
CITY OF HOT SPRINGS	METERED WATER USAGE	\$33.22
KIEFFER SANITATION	SOLID WASTE COLLECTION	\$192.50
KD CONTRACTORS INC	GRAVEL	\$525.00
LARRY'S DIESEL SERVICE	DIESEL SERVICE	\$860.00
NELSONS OIL & GAS INC.	DYED DIESEL REF #671	\$22,402.80
NEWMAN SIGNS INC.	TRAFFIC SIGNS	\$238.88
SAFETY-KLEEN SYSTEMS, INC	PARTS WASHER LEASE	\$307.66
	TOTAL FOR COUNTY ROAD & BRIDGE FUND	\$91,657.00
911 SURCHARGE REIMBURSEMENT FUND		
RUSHMORE COMMUNICATIONS	PROFESSIONAL SERVICES	\$643.50
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT FUND	\$643.50
EMERGENCY MANAGEMENT FUND		
GOVERNORS INN	ROOM CHG 8/11-8/12 COY	\$109.00
	TOTAL FOR EMERGENCY MANAGEMENT FUND	\$109.00
24/7 SOBRIETY FUND		
SD DEPARTMENT OF HEALTH	24/7 LABS	\$70.00
	TOTAL FOR 24/7 SOBRIETY FUND	\$70.00
COURTHOUSE BUILDING FUND		
RINDER, THOMAS	THOMAS RINDER REFUND	\$1.59
	TOTAL FOR COURTHOUSE BUILDING FUND	\$1.59
	TOTAL FOR BILLS PD BETWEEN 08/08 AND 08/21/2025	\$153,829.24

Break was taken at 10:26 a.m., The meeting resumed at 10:35 a.m.

Public comment was heard from Don Olstad to discuss that the design standards of the roads so they will be what the County needs. He also noted that Custer County increased inspection fees. He then stated that you need a state license for septic systems, if there are complaints about the systems be sure to tell State's Attorney Russell. He also doesn't agree with formation of road districts.

Motion made by Russell, seconded by Wahlert, to enter Executive Session at 10:42 a.m.

Break for Lunch

Motion made by Russell, seconded by Wahlert, to enter 2nd Executive Session at 1:30 p.m.

Chairman Falkenburg declared the meeting adjourned at 3:10 p.m.

/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 30th day of June 2025.

Total Amount of Deposit in First Interstate Bank, HS: \$ 1,045,751.56

Total Amount of Cash: \$ 3,080.54

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

Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days: \$ 349,561.71

SAVINGS:

#4) First Interstate Bank, HS: \$ 1,919,170.09

CERTIFICATES OF DEPOSIT:

#14) Schwab Treasury: \$ 8,866,629.52

Register of Deeds Change Fund: \$ 500.00

Highway Petty Cash: \$ 20.00

Election Petty Cash: \$ 15.00

RETURNED CHECKS:

Hannah Thomas \$ 426.01

Suter, Debbie Stop payment \$ 729.45

TOTAL \$ 12,186,783.88

Dated This 28th Day of August 2025.


Sue Ganje, County Auditor of
of Fall River County


Teresa Pullen, County Treasurer
of Fall River County

County Monies \$ 11,809,230.11

Held for other Entities \$ 184,183.09

Held in Trust \$ 193,370.68

TOTAL \$ 12,186,783.88

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.

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 July 2025.

Total Amount of Deposit in First Interstate Bank, HS:	\$	704,052.46
Total Amount of Cash:	\$	4,013.13
Total Amount of Treasurer's Change Fund:	\$	900.00
Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:	\$	9,255.79
SAVINGS:		
#4) First Interstate Bank, HS:	\$	1,930,874.58
CERTIFICATES OF DEPOSIT:		
#14) Schwab Treasury:	\$	8,878,918.88
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		\$ 11,529,705.30

Dated This 28th Day of August 2025.



Sue Ganje, County Auditor of
of Fall River County



Teresa Pullen, County Treasurer
of Fall River County

County Monies	\$	11,043,183.90
Held for other Entities	\$	246,030.26
Held in Trust	\$	240,491.14
TOTAL	\$	11,529,705.30

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. Attended Courthouse Security meeting
2. Fire Marshall courthouse visit to determine occupancy load for courtroom
3. Region 4 Zoom meeting with Region 4 coordinator
4. Reached out to the HS school about distribution of safety info from Tommy the Turtle

Action item: Approve travel and rooms for SDEMA conference in Sioux Falls, Approve occupancy loads for courtroom and lobby.

Emergency response: 8/23 small grass fire Minnekata Jct.

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



SOUTH DAKOTA
DEPARTMENT
OF PUBLIC SAFETY

prevention — protection — enforcement

STATE FIRE MARSHAL

118 WEST CAPITOL AVENUE • PIERRE, SOUTH DAKOTA 57501

W: WWW.STATE.SD.US/DPS/

E: FIREINFO@STATE.SD.US

P: 605.773.3562

F: 605.773.6631

Defense 4

State 2

This gives an additional 24 individuals bringing the total **Occupant Load to 60 for the Court Room.**

The lobby area outside the Court Room minus area for individuals to get on or off the elevator and to use the stairs will allow another 10 individuals to stand. This will maintain a safe egress from the Court Room area and the additional 6 staff individuals working in offices on the floor.

If there are any additional questions, please feel free to contact me.

Department of Public Safety
Fire Marshal Office
DSFM Damon Hartmann
605-381-0716

**FALL RIVER COUNTY RESOLUTION #2025-
Supplemental Budget 2025, #5
Cash Transfer 2025, #3**

WHEREAS, SDCL 7-21-22 provides that the Board of County Commissioners may adopt a supplemental budget, and whereas, as due and legal notice has been given, the following Supplements to expenditures for September 04, 2025, be approved as follows: Dispatch Equipment \$34,170.75, 20700X4340225; Means of finance to be cash, and

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners to adopt the Supplemental Budget #5 and the Cash Transfer #3 for 2025.

Dated at Fall River County, South Dakota this 4th day of September 2025.

ATTEST:

Joe Falkenburg
Fall River County Board of Commissioners

Sue Ganje
Fall River County Auditor's Office

FALL RIVER SUPPLEMENT HEARING #5
Expenditures

9/4/2025

DATE		AMOUNT	EXPENSES TO SUPPLEMENT		ACCOUNT	Description
Cash		\$ 34,170.75	20700x4340225		Dispatch Equipment	
TOTAL		\$ 34,170.75				

CASH TRANSFERS #3
Annual Budgeted Transfers

9/4/2025	\$ 16.99	24800R3710000	Trans from Gen for Dom Abuse
TOTAL	\$ 16.99		

FALL RIVER COUNTY RESOLUTION #2025-__

Lot 1R and Lot 2 of Swett Subdivision, of Located in the S1/2 Government Lot 4 of Section 19, and the N 1/2 Government Lot 1 of Section 30, T7S, R6E, BHM, Fall River County, South Dakota, Formerly Lot 1 of Tract Swett, The remainder of tract Swett, Tract Shop, Lot FR 11 and Lot FR 12

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

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

Dated this 4th day of September, 2025.

Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

Sue Ganje, Auditor
Fall River County Auditor

LOT 1R AND LOT 2 OF SWETT SUBDIVISION, LOCATED IN THE S1/2 GOVERNMENT LOT 4 OF SECTION 19, AND THE N1/2 GOVERNMENT LOT 1 OF SECTION 30, T7S, R6E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA

FORMERLY LOT 1 OF TRACT SWETT, THE REMAINDER OF TRACT SWETT, TRACT SHOP, LOT FR 11 AND LOT FR 12

NOTE: See Book XIX of Plats on Page 36 for plat of Tracts Swett and Shop.

NOTE: See Book XXII of Plats on Page 104 for Lot 1 of Tract Swett.

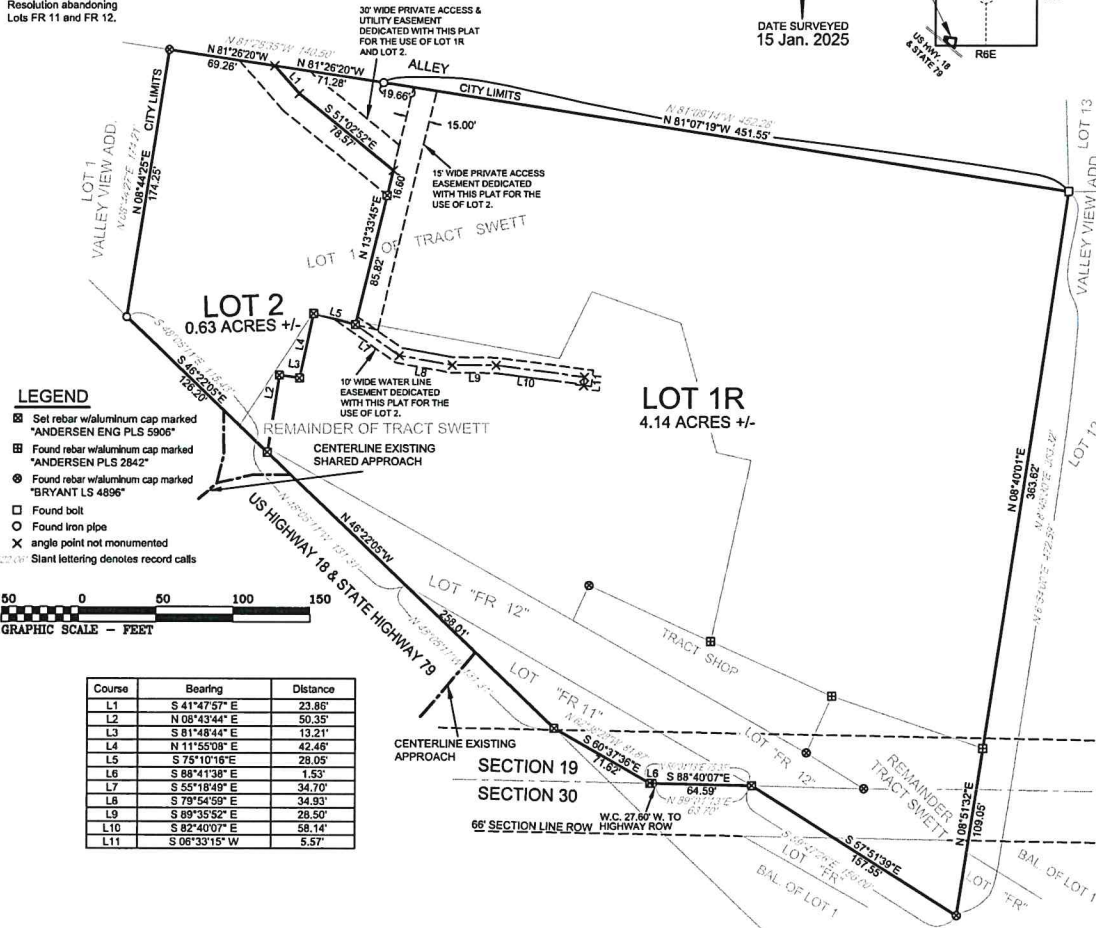
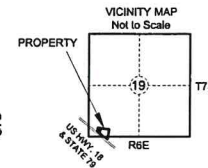
NOTE: See Book XIX of Plats on Page 60 for Lots of FR 11 and FR 12.

NOTE: See Misc. Book 152 on Page 466 for Resolution abandoning Lots FR 11 and FR 12.

BASIS OF BEARING - GPS OBSERVATION taken N 38°25'53" W 1688.31' from the NW corner of Lot 2.
OPUS STATIC SOLUTION NAD83(2011)
LAT: 43°23'27.08878" N
LONG: -103°27'47.67278" W



DATE SURVEYED
15 Jan. 2025



CERTIFICATE OF SURVEYOR

I, John D. McBride, Registered Land Surveyor No. 5906 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
Dated this ___ day of ___, 2025.

John D. McBride, SDRLS No. 5906

APPROVAL OF ACCESS BY ROAD AUTHORITY

The location of the existing access to the Highway or Street as shown herein is hereby approved. This access approval does not replace the need for any permits required by law, including Administrative Rule of South Dakota 70:09:01:02.
Dated this ___ day of ___, 2025

SDDOT Authority

CERTIFICATE OF COUNTY TREASURER

I, Fall River County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.
Dated this ___ day of ___, 2025.

Fall River County Treasurer

OFFICE OF THE REGISTER OF DEEDS

Filed for record this ___ day of ___, 2025, at ___ o'clock ___ M, and recorded in Book ___ of Plats on page ____.
Document No. ____

Fall River County Register of Deeds

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION

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

Director of Equalization of Fall River County

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS

Whereas, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore,
BE IT RESOLVED that said plat is hereby approved in all respects.
Dated this ___ day of ___, 2025.

Chairperson, Fall River County Board of Commissioners

CERTIFICATE OF COUNTY AUDITOR

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

Fall River County Auditor

Prepared by ANDERSEN ENGINEERS <i>Land Surveyors</i>			
Drawn by D/R/W	Date 1/23/2025	Revised 7/14/2025	P.O. Box 446 Edgemont, SD 57735 (605) 662-5500 andersenengineers@pwtc.net
Approved by McB	Date 1/23/2025		
Scale 1"=50'	Sheet 1 of 2	File Name: SWETT_SUB_2024	

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

On this date 8-19-25, the Applicant hereby applies to the Fall River County Highway Department for permission to construct an approach road connection to the South side of (road name) Rocky Ford (road #) _____ approximately at 100 yards east of my gate. The road approach will serve a residence and will be (residence, church, business, etc.) constructed between 9-1-25 and 9-30-25 at (beginning date) (completion date)

applicant's expense.

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

Name: Steve Cherkas Address: 11635 Rocky Ford
Phone #: 515-306-2592 Signed: [Signature]
(Property Owner)

TO BE COMPLETED BY FALL RIVER COUNTY HIGHWAY DEPARTMENT

Permit #: 8/26/25
MO/DY/YR

PRELIMINARY INSPECTION: Date 8/26/25 By: Brett Blessing

Culvert Diameter 18" Culvert Length 32' to 40'

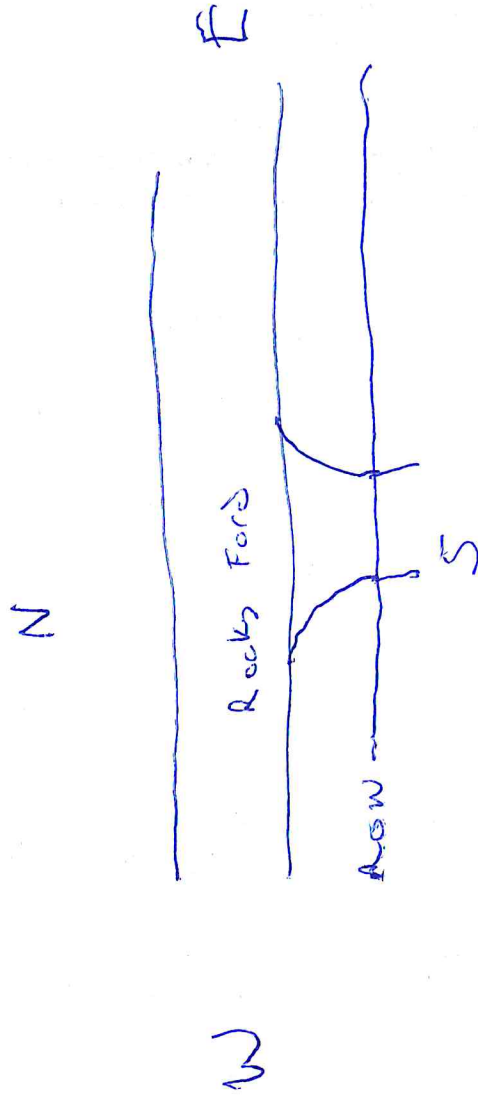
The crown of the presently traveled surface, including shoulder, to be continued at a distance of 20 feet from the nearest edge of the traveled surface of the road-shoulder facing the property.

Remarks: _____

PERMIT: ✓ APPROVED _____ DENIED _____

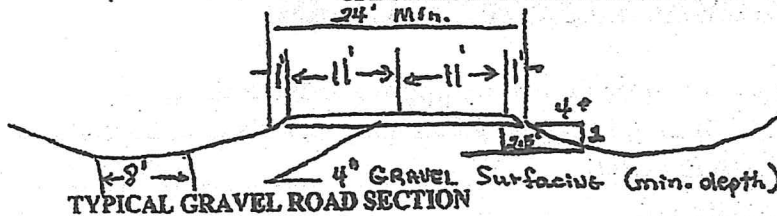
[Signature] Date: 8/26/25
Superintendent/Foreman

About 100 yards east of 11635



beginning in MFG home residence

**FALL RIVER COUNTY HIGHWAY DEPARTMENT
SPECIFICATIONS FOR COUNTY ROADS AND APPROACHES**

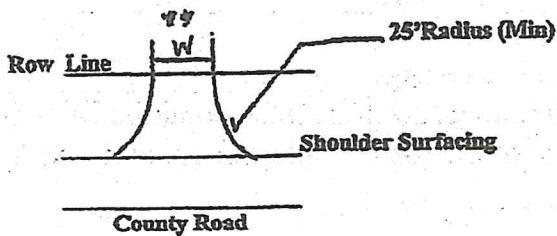


* Maximum slope is 4 to 1 (current Standard of the South Dakota DOT Steeper slopes are subject to the Approval of Fall River County

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

The following are standards which shall be met:

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



* W Is Surface Width at Right-Of-Way line
W - 16' Min. for Single Residences
W - 20' Min for Multiple Residences
W - 28' Min. for Commercial
Maximum W - 50'

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

APPROVED By: _____

(Chairman) FALL RIVER COUNTY COMMISSIONERS

DATE

RECOMMENDED BY: _____

FALL RIVER COUNTY HIGHWAY SUPERINTENDENT

8/26/25
DATE

REAL ESTATE ASSESSMENT NOTICE - REQUIRED BY SDCL 10-6-154
YEAR 2025 County of FALL RIVER

CORRELL, JASSEN & SANDY
301 S 18TH ST
HOT SPRINGS SD 57747-0000

ASSESSMENT

MARTHA

COUNTY AUDITOR
JULY 3RD

LOCATION: COUNTY COURT
HOUSE

The value and classification of your real estate as shown on the assessment roll is as listed.

Parcel Number	School	-----STRUCTURES-----					AG Building	---DISCRETIONARY---		FULL & TRUE
	Dist	Acrlot	Land	Residence	Other	Commercial	Exemption	Valuation	Exemption	TOTAL
Property Address										
75500-00300-010-00	23-2 HS	00	0.172	\$22,500	\$174,350		\$0	\$0	\$0	\$196,850
OWNER OCCUPIED						301 S 18TH ST				
STEWARTS ADDN TO HOT SPRINGS: LOT 10, BLK 3										
Deedholder: CORRELL, JASSEN & SANDY										
Total Acres: 0.172										
Total Value: \$196,850										

The Director of Equalization will provide the property owner, upon request, sales of comparable property or other information supporting the increased assessed valuation. You have the right to appeal this valuation thru the appeal process. This process is explained on this valuation notice. (below)

ASSESSOR'S NOTICE TO PROPERTY OWNERS: The above is a correct copy of the list of property assessed against you. Complaint on your assessment may be made to your local Board of Equalization by filing a written notice of appeal with the clerk of the local board of equalization no later than the Thursday preceding the first Tuesday in March (the deadline is considered timely). The local board of equalization meets on the third Monday in March and is in session for five days. A written notice of appeal may be taken to the State Office of Hearing Examiners. Such written notice must be filed with the Office of Hearing Examiners within thirty days from the publication of the decision. An appeal of the decision of the Office of Hearing Examiners may be taken to the State Office of Hearing Examiners within thirty days from the publication of the decision of the Office of Hearing Examiners. However, you may appeal the decision of the Office of Hearing Examiners.

Property tax relief is available for certain property owners. The following are the categories of property owners who are eligible for relief:

- (1) Property owners who are disabled or have a dependent child who is disabled.
- (2) Property owners who are disabled or have a dependent child who is disabled.
- (3) A dwelling that is used for both residential and commercial purposes.
- (4) A dwelling that is used for both residential and commercial purposes.
- (5) Property owners who are disabled or have a dependent child who is disabled.
- (6) The Military or Veterans Exemption.

If you think you are eligible for relief, you should contact your local Board of Equalization for more information.

Jassen Correll
Veteran's Exemption
form.
Agenda for
09-04-2025
PR meeting

2/27/2025

Date

A TAX BILL

REQ. ON AGREEMENT

VSO NOV

DAN - 605-745-5146



- BENEFIT LETTER 100% PERM

DAN



EQUIPMENT SHARING AGREEMENT
BETWEEN FALL RIVER COUNTY AND THE ANGOSTURA IRRIGATION
DISTRICT

THIS AGREEMENT is entered into as of _____, 2025, by and between Fall River County and the Angostura Irrigation District (collectively referred to as PARTIES).

RECITALS

- A. The PARTIES are entities duly organized and validly existing under the laws of the State of South Dakota with the power to carry on its business as it is now being conducted under the Constitution and the statutes of the State South Dakota.
- B. Each PARTY has specialized equipment and the PARTIES are interested in occasionally sharing equipment for a variety of public work projects to ensure backup, provide secondary support on large projects, and generally provide an option to ensure efficient and effective operations.
- C. The PARTIES desire to enter into an Agreement to establish procedures for sharing equipment and defining legal relationships and responsibilities;

NOW, THEREFORE, it is mutually agreed by and between the PARTIES as follows:

1. PURPOSE.

- a. The purpose of this Agreement is to create a system for the occasional sharing of motor vehicles, equipment, and machinery (collectively referred to in this agreement as "Equipment") between the Parties for efficiency and effectiveness of operations.
- b. The Parties agree to make available to each other vehicles, equipment, machinery, and related items in the manner and on the terms and conditions provided in this agreement. A Party supplying Equipment shall be designated the "Provider". A Party receiving Equipment shall be designated the "Borrower".

2. TERM

- a. The term of this Agreement shall be for a period of one (1) year from the date of execution.

3. SHARING PERIOD AND RATES.

- a. Equipment Catalog. Each Provider shall maintain an accurate Equipment Sharing Catalog ("Catalog") that reflects the Equipment that Provider may make available for sharing, the rates and fee schedules for such equipment, high-wear components of those pieces of equipment,

and any applicable rules, restrictions, or limitations for sharing the pieces of equipment listed in the Catalog. Amendments to each Provider's Equipment Sharing Catalog shall occur as necessary and be mailed to each Party or otherwise made electronically available.

b. Equipment Sharing Periods. Equipment shall be provided upon reasonable request at mutually convenient times and locations, for a duration mutually agreed upon by Provider and Borrower (the "Share Period"). Provider retains the right to refuse to any request for Equipment -for any reason. Equipment shall be returned immediately at Provider's request.

c. Storage During Sharing Period. During the Sharing Period, Borrower shall be responsible for storing the Equipment in a reasonably safe and secure area.

d. Charges for Equipment. Charges shall be consistent with those accrued at the time Borrower picks up or accepts delivery of the Equipment and shall cease upon return of the Equipment to Provider.

4. INVOICES AND PAYMENTS.

a. On or before the last day of each month, Provider shall provide monthly invoices to Borrower that show Equipment rented, duration of the rental, rental rate, and total payments due for all Equipment shared in the previous month.

b. Borrower shall pay Provider's invoices in full within thirty (30) days of the date of invoice.

5. EQUIPMENT USAGE.

a. Operator Qualifications. The Parties agree to permit Equipment to be used only by properly trained, properly licensed and supervised operators. All drivers shall be licensed and shall have a satisfactory driving record. All equipment operators shall be properly trained and qualified to operate the Equipment shared under this Agreement. Borrower shall make available to Provider upon request proof of training, licensing, and qualifications of operator prior to release of Equipment.

b. Usage Requirements. Equipment shared under this agreement shall be used by Borrower's employees to conduct official business. Borrowers shall use and operate the Equipment only for its intended

purpose, in a careful manner and in compliance with all requirements for operation and of any governmental authority having jurisdiction, if applicable. Borrower shall not sublease or allow anyone other than Borrower's employees to use Equipment shared under this Agreement.

c. Borrower Responsible for Charges and Fees. Borrower shall maintain responsibility for paying all fines and other liens that might be incurred against equipment shared under this Agreement, and shall hold the Provider harmless from and against any and all fines, assessments, fees, charges, expenses, penalties and forfeitures incurred in connection with the use of shared Equipment.

d. Fuel. Borrower shall be responsible for supplying all fuel used during the period it borrows the Equipment's Provider shall ensure that the fuel tank(s) are full when Borrower picks up the Equipment, and Borrower shall ensure that the fuel tank(s) are full when it returns the Equipment to Provider:

6. EQUIPMENT DELIVERY AND PICKUP

a. Delivery/Pickup. Borrower shall be responsible for picking up and returning any Equipment shared under this Agreement, unless Provider and Borrower mutually agree to other arrangements. Equipment may be picked up and returned between 8 am and 4 pm, Monday through Friday, excluding holidays.

b. Notification. Borrower shall contact Provider at least 1 day in advance of each pick-up and delivery to confirm

c. Condition of Equipment. Provider shall ensure that any Equipment being shared is serviced consistent with recognized industry standards prior to Borrower's pick-up.

7. Timely Return of Equipment.

a. Borrower shall return Equipment to Provider no later than one business day following conclusion of the share period.

b. Inspections. Providers sharing Equipment under this agreement certify that the Equipment is in good repair and ready for the intended use. Equipment shared under this Agreement shall be inspected by representatives of both Provider and Borrower at the time of delivery/pickup and again at the time of turn-in. The inspections shall include an examination of the tires on the Equipment, which the Parties

must agree are sound at the time Borrower picks up the Equipment, and which must have adequate tread depth to ensure safe and legal operation during the share period. The results of these inspections shall be documented on an Equipment Inspection Form and on a High Wear Item Inspection Form as identified and provided in each Provider's Equipment Catalog. Digital photographs of the equipment shall also be taken at the time of pickup to ensure that any existing damage is documented appropriately.

c. Provider shall provide a copy of all Equipment operation and safety manuals to Borrower at the time of Equipment delivery.

8. CONTACT PERSON.

a. Each party agrees to appoint a person or persons to act as a liaison to serve as the contact for each rental request, all inspections, and to otherwise facilitate the orderly and efficient distribution of Equipment sharing requests and related information. Contacts by agency are as indicated below:

9. MAINTENANCE AND REPAIR OF EQUIPMENT.

a. Borrower shall be responsible for performing all required maintenance during the share period, such as fluid level checks, and daily pre-trip inspections.

b. Borrower shall be responsible for the following items during the share period:

- (1) Tire repair and replacement of any damaged tires that cannot be safely repaired;
- (2) Replacement of any damaged or worn-out tools such as cutting edges and bits;
- (3) Replacement of any windows or windshields that are cracked or damaged;
- (4) Minor repairs and adjustments required to keep the Equipment in safe operating condition during the share period, including but not limited to replacement of defective lighting or mirrors, adjustment of hinges or latches, adding fluids to correct

levels, and adding air to tires. If it is observed that Equipment requires an excessive amount of minor repairs and adjustments as described above, Borrower is to promptly notify Provider of specific issue prior to utilizing Equipment.

- c. Any repairs or replacements made by Borrower pursuant to the requirements of this agreement shall be performed by qualified personnel; specifically, persons or contractors employed by Borrower to maintain and repair Borrower's own fleet equipment.
- d. Notwithstanding anything contained herein to the contrary, Provider shall be responsible for latent defects that may occur during the normal operation of Equipment by borrower.
- e. In all cases, Borrower shall inform Provider prior to commencing any repairs other than those defined as "minor" pursuant to section 8(b)(4) of this Agreement.

10. EQUIPMENT FAILURE NOT RESULTING FROM MISUSE OR FAILURE TO PERFORM REQUIRED MAINTENANCE

- a. Provider shall be responsible for the repair or replacement of Equipment when:
 - 1. Equipment fails during its normal operation, and;
 - 2. Equipment, is being used as intended by the manufacturer, and;
 - 3. Equipment has received all manufacturer required maintenance during its use by the Borrower.
- b. Borrower shall be responsible to reimburse Provider for the cost of repair or replacement of Equipment when:
 - 1. Operating Equipment outside of its normal operation, or;
 - 2. Operating Equipment in a manner not intended by the manufacturer, or;
 - 3. Operating Equipment without performing required maintenance.
- c. Except for minor repairs as defined in section 8(b)(4) of the agreement, the Provider shall determine, in keeping with reasonable judgment, whether failed equipment shall be repaired or replaced.
- d. Borrower shall not claim damages from the Provider in the form of monetary, lost efficiency or time or consequential damage as a result of equipment failure.

11. EQUIPMENT DAMAGE DUE TO ACCIDENTS.

- a. Borrower Responsibility for Damage. Borrower shall be responsible for the cost of repairing all damage to equipment incurred during the share period that is not considered to be normal wear and tear necessitated by misuse or negligent operation and for the maintenance and/or replacement of high wear items identified in each Provider's Equipment Catalog and as noted on each Provider's Equipment Inspection Form. For purposes of this agreement, the following definitions shall apply:
1. "Normal wear and tear" is defined as dents, dings, paint chips, or scratches less than three inches in size, and interior wear such as soiled carpets and seats.
 2. "Excess wear and tear" is defined as dents, dings, paint chips or scratches more than three inches in size, cracked or punctured bumpers, chipped or cracked windshields, interior holes, burns, rips, tears or stains requiring heavy cleaning or replacement of fabric, interior damage such as gouged steering wheels or dashboards, missing equipment, and any interior or exterior damage attributable to collision, as well as mechanical repairs resulting from damage or negligence.
 3. "Total loss" is defined as the estimated cost to repair the Equipment is equal to at least eighty percent of the retail market value of the Equipment prior to the damage, as determined by an independent appraisal.
- b. Notice to Provider. Borrower shall notify Provider immediately if Provider's Equipment is involved in any accident during the share period. Borrower shall promptly submit to Provider a written report of any accident that occurs in connection with this Agreement, in a form acceptable to Provider, and shall cooperate with any requests by Provider related to the accident. Borrower's report to provider must include, at a minimum, the following information:
1. Name and address of any person injured or deceased, or the owner of any property that suffered damage as the result of the accident.
 2. Name and address of Borrower's employee(s) involved in the accident;
 3. Name and address of Borrower's liability insurance carrier, unless self-insured; and

4. A detailed description of the accident. Borrower also agrees to take all reasonable steps to preserve all evidence and information that may be relevant to the circumstances surrounding a potential claim, and to allow Provider to review and inspect such evidence and the scene of the accident.
 - c. Accident Damage Repair. Except as otherwise provided below, Borrower shall be responsible for the cost of repairing all Equipment damage due to accidents. In cases where equipment damage is caused by a third party and that party assumes responsibility, Borrower shall arrange to have the equipment repaired and shall seek reimbursement from the third party and/or that party's insurance carrier. Borrower shall notify Provider prior to commencing any repairs, and Provider has the right to accept or reject the repairs upon inspection.
 - d. Damage Due to Equipment Defect. Provider shall be responsible for the cost of repairing all Equipment damage due to accidents caused by equipment defects.
12. Damage Resulting in Total Loss. In cases of equipment damage resulting in a total loss, Borrower shall be responsible for covering the loss. Provider shall submit an invoice to Borrower, equal to eighty percent of the current retail market value of the Equipment prior to the damage as determined by an independent appraisal, for any Equipment determined to be a total loss.
 - a. In cases of Equipment damage resulting in a total loss caused by a third party where that party assumes responsibility, Borrower shall seek reimbursement from the other party's insurance carrier. If the reimbursement is greater than eighty percent of the retail market value prior to the damage, Borrower shall give the entire amount of the reimbursement to Provider. Provider shall not be entitled to consequential damage for the loss of use of the equipment due to accidental damage.
13. Damage from Excess Wear and Tear.
 - a. At the time Borrower returns the Equipment to Provider, the Parties shall make an assessment of any excess wear and tear as provided in section 6(e) of this Agreement. If excess wear and tear damage exists, the Provider shall submit an invoice to Borrower for the cost of the damage within thirty (30) days of the Equipment return. The repair amount on the invoice shall be based on actual costs as determined by agency labor rates/contract labor rates and for Equipment parts purchased per each agency's procurement policy.

14. Stolen Equipment.

- a. Borrower shall assume responsibility if Provider's Equipment is stolen while in Borrower's control, and shall pay Provider eighty percent of the retail market value of the Equipment as determined by an independent appraisal. If stolen equipment is recovered subsequent to the delivery of replacement equipment to Provider, Provider may choose to give the recovered equipment to Borrower or refund a portion of Borrower's payment, at Provider's discretion.

15. WARRANTY.

- a. Provider is neither a manufacturer nor supplier of the Equipment and therefore makes no warranties, express or implied, including, without limitation, the condition of the equipment, its design, capacity, performance, construction, workmanship, or fitness for any particular use. All Equipment is shared on an "as-is" basis. Provider shall not be responsible or liable to Borrower for any loss, delay, or damage of any kind resulting from defects in or accidental breakage of Equipment shared under this agreement.

16. INDEPENDENT CONTRACTOR.

- a. Borrower is an independent contractor and shall not for any purpose be deemed to be an employee, agent or other representative of Provider.

17. ASSIGNMENT

- a. The Parties shall not assign, sublet, transfer, or otherwise substitute their interests in this Agreement, or any of their rights or obligations under this Agreement, without the prior written consent of all Other Parties.

18. INSURANCE.

- a. During the term of this agreement, each party will keep in force, at its own expense, insurance requirements as specified in Attachment A.

19. INDEMNIFICATION.

- a. Each Party shall be solely responsible for its own acts and those of its employees and officers under this Agreement. No Party shall be responsible or liable for consequential damages to another Party arising out of providing or using equipment, services or labor under this Agreement.
- b. Except as otherwise provided in this section, Borrower shall indemnify, defend, and hold harmless Provider and its agents, officers, attorneys, employees, officials and volunteers, to the fullest extent permitted by law from any and all claims, causes of action, injuries, losses, liabilities, cost (including reasonable defense costs and attorneys' fees) or damages arising out of or related to, or alleged to arise out of or relate to the use of the Equipment by the Borrower, except for any claims, causes of action, injuries, losses, liabilities or damages proximately caused by the sole negligence, or willful misconduct of Provider, or any latent defect in the Equipment.
- c. Except as otherwise provided in this section, Provider shall indemnify, defend, and hold harmless Borrower and its agents, officers, attorneys, employees, officials and volunteers, to the fullest extent permitted by law from any and all claims, causes of action, injuries, losses, liabilities, cost (including reasonable defense costs and attorneys' fees) or damages proximately caused by the sole negligence, or willful misconduct of Provider, or any latent defect in the Equipment.
- d. Providers requiring that their personnel operate or assist in the operation of equipment shall, hold harmless, indemnify and defend the Borrower, its officers, agents and employees from all claims arising solely by reason of any negligent act by persons designated by Provider to operate or assist in the operation of equipment. Notwithstanding the above, the Borrower shall bear sole responsibility for ensuring that it has the authority to request the work and for any representations made to the Provider regarding site conditions or other aspects of the project. The Providers of the equipment shall adequately insure the equipment or provide self-insurance coverage.
- e. The provisions of this section shall survive the termination of this Agreement, and are intended to fully allocate the risk of all liability to third parties arising out of this

Agreement. No Other rights of indemnity or contribution shall exist between the parties in law or equity.

20. NOTICES.

- a. All written notices under this Agreement shall be mailed to the addresses indicated below:

Fall River County Highway Superintendent

Angostura Irrigation District Manager

21. TERMINATION:

- a. Any Party may terminate this Agreement for any reason by giving thirty (30) days prior written notice to all other Parties. In the event of such termination, all costs incurred up to the date of termination shall be the responsibility of the User.

22. MISCELLANEOUS

- a. Compliance with Law. The Parties shall comply with all laws, state or federal and all ordinances, rules and regulations.
 1. Governing Law. The laws of the state of South Dakota shall govern this Agreement. In the event any legal action is commenced regarding this Lease, venue shall be in Fall River County South Dakota Seventh Circuit Court.
- b. Attorneys' Fees. If legal action is commenced to enforce or to declare the effect of any provision of this Lease, the prevailing party shall be awarded attorneys' fees and costs incurred by such party in the action.

23. Entire Agreement. This document comprises the entire and integrated agreement of the parties concerning the lease of the Property and supersedes all prior negotiations, representations, or agreements, either

written or oral. Any amendments to this document shall be effective only if in writing and signed by the County and Angostura Irrigation District.

24. Severability. If any term, provision, covenant or condition of this Agreement is held by a court to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Moved, Passed and Adopted this ____ day of _____, 2025.

Joe Falkenburg, Chairman
Fall River County Commission

Moved, Passed and Adopted this ____ day of _____, 2025.

Chairman, Angostura Irrigation District

Attachment A

INSURANCE REQUIREMENTS FOR EQUIPMENT SHARING AGREEMENT

Each PARTY shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Equipment Sharing Agreement.

1. Minimum Insurance Required:

- a. Commercial General Liability (CGL): Covering General Liability on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit (\$4,000,000).
- b. Automobile Liability: Covering all autos (owned, non-owned and hired automobiles), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- c. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability (EL) Coverage with and EL limit of no less than \$1,000,000 per accident for bodily injury or disease.

2. Other Insurance Provisions

- a. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - i. Additional Insured Status
 - ii. The Entity (PARTY), its officers, officials, employees, and volunteers are to be covered as insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work Or operations and for the Automobile liability policy with respect to liability arising for automobiles owned, leased, hired or borrowed by or on behalf of the contractor.
 - b. Primary Coverage
 - i. For any claims related to this contract, the insurance coverage provided shall be primary insurance as respects the Entity (PARTY), its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity (PARTY), its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Notice of Cancellation
 - i. Each insurance policy required above shall provide that coverage shall not be canceled, except after thirty (30) days' prior written
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notice (10 days for non-payment) has been given to the Entity (PARTY).

- d. Waiver of Subrogation
 - i. Each Party hereby grants to Entity (PARTY) a waiver of any right to subrogation which any insurer of said Party may acquire against the Entity (PARTY) by virtue of the payment of any loss under such insurance. Each Party agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.
 - e. Deductibles and Self-Insured Retentions
 - i. Any deductibles or self-insured retentions must be declared to and approved by the Entity (PARTY). The Entity (PARTY) may require the Party to purchase coverage with a lower deductible or retention or provide proof of ability to pay 'losses and related investigations, claim administration, and defense expenses within the retention.
 - f. Acceptability of Insurers
 - i. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.
 - g. Verification of Coverage
 - i. Party shall furnish the Entity (PARTY) with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity (PARTY) before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the party's obligation to provide them. The Entity (PARTY) reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
 - h. Special Risks or Circumstances
 - i. Entity (PARTY) reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
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