

FALL RIVER COUNTY UNAPPROVED MEETING MINUTES NOVEMBER 20TH,
2025

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

An invocation was given by Wahlert.

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

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

Motion made by Russell, seconded by Wahlert, to approve the agenda with correction to change one of the Highway items from Petition for Private Road maintenance to an Application for Approach Permit.

Motion made by Wahlert, seconded by Russell, to approve the Fall River County Commission meeting minutes from November 6, 2025.

Motion made by Wahlert, seconded by Russell, to approve wage increase for Samuel Costa, Heavy Equipment Operator, from \$24.75/hr to \$26.00/hr for 4-year anniversary, effective November 8, 2025, and Petra Atherley, Treasurer Administrative Assistant, from \$16.50/hr to \$17.25/hr for 1 year anniversary, effective November 4, 2025; as per Union Contract

No County assistance applications were presented.

Motion made by Wahlert, seconded by Allen, to approve agreement for State aid of salaries for the County Veteran Service Officer.

Dar Coy, Emergency Management, met with the Board to present updates.

There was no forewarning for the regional power outage. It was out of Black Hills Energy's control.

Lyle Norton, Sheriff, met with the Board to present updates. He provided the jail census. There are 4 males and 1 female in house with 1 male in Meade County for a total of 6 inmates. The E3 is going to be up around the 1st of the year. There was discussion regarding traffic enforcement in the rural housing developments.

Tony March, Highway Superintendent, met with the Board.

Motion made by Russell, seconded by Wahlert to approve travel for Michael DeBoer and Calvin Maciejewski, to pick up a 2007 International Truck that was purchased on Purple Wave Online Auction site 11-11-25 to 11-12-25, located in Macran, Missouri.

Motion made by Russell, seconded by Wahlert, to approve the Application for a Approach Permit for Tara Kaiser and Karla Weldon, located at the North side of Pine Hills Rd, approximately at E ½SE¼ , Sec 6,TWP 9, RG 3, BHM, Fall River County, South Dakota

Motion made by Russell, seconded by Allen, to approve the Application for Permit to Occupy County Highway Right-of-Way from Kim Watkins from intersection of Pilger Mtn Rd and Red Canyon Rd to ¾ mile West to install a cattle guard.

December 2024 Cash analysis was mentioned.

March reported that all blades are currently out working.

The time being 9:30 a.m., the hearing for Cash Supplements took place.

**FALL RIVER COUNTY RESOLUTION #2025- 35
Supplemental Budget 2025, #10**

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 November 20, 2025, be approved as follows:

11/20/2025	\$ 225.50	10100X4222130	Judicial Systems	Court Reporter
11/20/2025	\$ 7,855.42	10100X4261154	Abuse & Neglect	Attorneys
11/20/2025	\$ 151.43	10100X4340615	Weed Control	Equipment
11/20/2025	\$ 4,285.00	30100x4250161	Building Fund	Repair & Maint
11/20/2025	\$ 297.75	20700X4110225	Dispatch	Salaries
11/20/2025	\$ 210.00	24800X4110211	24/7	Salaries

Means of finance to be cash and cash received, and

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners to adopt the Supplemental Budget #10 for 2025.

Dated at Fall River County, South Dakota this 20TH day of November 2025.

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

ATTEST:

/s/ Stacy Schmidt
Stacy Schmidt
Fall River County Deputy Auditor

Dave Weishaupl, Maintenance Supervisor, met with the Board.

Motion made by Wahlert, seconded by Allen, to approve Dark Fiber 5 Year renewal agreement with Golden West, in the amount of \$742.50 a month.

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

GENERAL FUND		
AMERICINN FORT PIERRE	LODGING/JANIS ELEC TRAINING	\$314.00
BLACK HILLS CHEMICAL	SUPPLIES/CLEANING SUPPLIES	\$497.32
\$47.90 INV 304446 B NITRILE GLOVESX10, \$18.49 " " CLEANER 6/32 BOTTLES, \$227.01 " " WHITE ROLL TOWEL (6) X 3, \$50.99 " " 45 GAL 40X48 LINER, \$66.71 " " CORELESS JUMBO 1000 SHEET, \$7.99 " " SHIPPING & HANDLING, Sheriff \$70.24 INV 304447 EMPRESS 2 PLY TISS, \$7.99 " " SHIPPING & HANDLING		
CHEYENNE SANITATION	SOLID WASTE SERVICE	\$387.00
COLBATH & SPERLICH, PC	COURT APPT ATTY SERVICE	\$9,712.46
COUNTY DRUG	INMATE PHARMACY	\$38.57
CUSTER LAWYER, PLLC	COURT APPOINTED ATTY	\$1,326.20
EXECUTIVE MGMT FINANCE	BIT NETWORK FEES	\$64.25
FALL RIVER HEALTH SERVICE	INMATE MEDICAL EXPENSES	\$602.60
FALL RIVER COUNTY HERALD	WEED & PEST PUBLISHISHING	\$35.51
FR COUNTY TREASURER	TITLE TRANS 1FM5K8AB	\$28.70
GALLS	UNIFORM ALLOWANCES	\$704.95
WOLF, GEORGINE	COURT REPORTER SERVICE	\$53.30
HAUSER TAX SERVICE	PAYROLL AUD 1/1 - 10/31/2025	\$17,435.00
HOT SPRINGS ACE HARDWARE	SUPPLIES/TOOLS/CLEANING SUP	\$448.66
Sheriff \$377.94 INV 362992 FIRE EXT PRO X 9, \$8.99 " " GREASE RD LITHM 14 OZ, \$17.98 INV 363279 CLEANER DRAIN X 2, \$6.29 " " CLOROX CLNR BLCH, - \$10.00 " " ACE REWARDS, \$15.29 INV 363508 RAGS PAPER 12X10", \$7.73 " " BLEACH REG LIQ, \$5.39 " " FORMULA 409 MSC LMN, \$6.83 " " CLOROX CLEANUP FRESH, \$6.29 " " CLORX CLNR BLCH, \$5.93 " " 409 MULTI SRFC SPRY		
HUSTEAD LAW OFFICE, P.C.	COURT APP ATTY SERVICE	\$772.43
JENNIGES, EDITH	REIMBURS FOR COURT DOCS	\$26.50
LYNN'S DAK. MART PHARMACY	INMATE PHARMACY	\$29.68
QUADIENT LEASING USA, INC	POSTAGE MACHINE LEASE	\$918.00
MASTEL, BRUCE	HOST DATABASE MONTHLY	\$35.00
MCGLUMPHY, ERIN	EXT TRAVEL	\$2,612.55
MIDWEST MENTAL HEALTH SD	MH EVALUATION/COURT	\$600.00
NEWMAN SIGNS INC.	TRAFFIC SIGNS & FREIGHT	\$355.39
\$59.40 INV TRFINV064069 FLAG X 2, \$122.12 " " SPECIAL 4 HOLE PUNCH X 4, \$147.00 " " SPECIAL 4 HOLE PUNCH X 4, \$26.87 " " FREIGHT		

O'NEILL, JUSTIN	COURT APPOINTED ATTY	\$624.84
ONSITE FIRST AID, LLC	FIRST AID SUPPLIES	\$224.39
PYE-BARKER FIRE & SAFETY	FIRE & SAFETY SERVICE	\$973.00
PENNINGTON COUNTY JAIL	INMATE HOUSING OCTOBER	\$3,255.00
PENNINGTON COUNTY JAIL	INMATE TRANSPORTATION	\$191.40
PENNINGTON COUNTY	MH EVALUATIONS COURT	\$215.00
SDAE4-HP	SDAE4-HP	\$120.00
SD DEPARTMENT OF HEALTH	LABORATORY SERVICES	\$185.00
SD DEPT OF REVENUE	OCTOBER 2025 REMITTANCE	\$2,650.77
SDSU:DEPT OF ANIMAL SCI.	2026 IRM REDBOOKS	\$80.00
SERVALL	RUG SERVICES	\$508.34
SKINNER, MATTHEW L. PC	COURT APPOINTED ATTY	\$1,171.20
SOFTWARE SERVICES INC	ACCOUNTING SOFTWARE	\$425.00
TEXEL-GELDERT, KEELY	COURT REPORTER SERVICE	\$172.20
KRAMER, LINDA	REIMBURSEMENT SUBWAY	\$115.92
MILES, SASHA	BLOOD DRAW TECH SERVICE	\$150.00
	TOTAL FOR GENERAL FUND	\$48,060.13
COUNTY ROAD & BRIDGE FUND		
A & B WELDING SUPPLY CO.	SUPPLIES	\$44.85
BITUMINOUS PAVING INC	2025 FRC ASPHALT SURFACE	\$237,902.50
BOMGAARS	CLOTHING ALLOW/PARTS	\$60.56
BUILDERS FIRST SOURCE	TOILET & INSTALL SUPPLIES	\$229.87
BUTLER MACHINERY CO.	PARTS/MAINTENANCE	\$1,706.46
DEBOER, MICHAEL	PER DIEM/TRAV TO MO	\$102.00
FORWARD DISTRIBUTING	SUPPLIES/PARTS	\$32.45
GODFREY BRAKE SERVICE	TOOLS/PARTS	\$93.44
SIMON MATERIALS	ASPHALT/GRAVEL	\$67,066.45
HOT SPRINGS ACE HARDWARE	SUPPLIES	\$250.98
\$179.00 INV 363499 WIRE STL GLVNX100, \$26.99 INV 363348 CULTIVATOR WOOD, \$44.99 " " CLOSET ROD STL		
KIEFFER SANITATION	SOLID WASTE COLLECTION	\$162.50
MACIEJEWSKI, CALVIN	PER DIEM/TRAV/MO	\$102.00
MG OIL	TRACTOR FLUID	\$503.25
POMP'S TIRE SERVICE INC.	TIRES	\$8,646.30
RAMKOTA HOTEL-PIERRE	LODGING SDACHS WORKSHOP	\$112.00
SCHUBBEL, FREDERICK JR	CLOTHING ALLOWANCE	\$300.00
\$59.98 SHIRT JACKET, \$8.44 LEATHER GLOVES, \$12.99 WINTER WORK GLOVES, \$21.59 6 PAIRS OVER THE CALF SOCKS, \$34.52 JEANS, \$104.70 JEANS X 3, \$55.98 4 PK LONG SLEEVE TSHIRTS X 2, \$10.34 SALES TAX, -\$8.54 OVER \$300 BUDGET		
STURDEVANT'S AUTO VALUE	PARTS/SUPPLIES/TOOLS	\$990.00

\$28.49 INV 831040882 POWER KLENZ 32OZ, \$14.03 " " INJECTOR PERFECTOR 12 OZ, \$79.98 " " OIL STABILIZER GAL X 2, \$599.90 INV 831040691 CABLE BOOSTERX10, \$101.88 " " QT HUB OIL X 12, \$149.70 " " 14.1 OZ GENERAL PURPOSEX30, \$3.03 INV 831041109 MINI LAMP, \$12.99 " " 25 PC SAE & METRIC		
	TOTAL FOR COUNTY ROAD & BRIDGE FUND	\$318,305.61
911 SURCHARGE REIMBURSEMENT FUND		
FLEMING, MELISSA	UNIFORM ALLOWANCE	\$297.75
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT FUND	\$297.75
EMERGENCY MANAGEMENT FUND		
ONSOLVE, LLC	CODERED IPAWS INTIGRATION	\$445.45
	TOTAL FOR EMERGENCY MANAGEMENT FUND	\$445.45
24/7 SOBRIETY FUND		
SD DEPARTMENT OF HEALTH	LABORATORY SERVICE	\$210.00
	TOTAL FOR 24/7 SOBRIETY FUND	\$210.00
COURTHOUSE BUILDING FUND		
RESPEC CO LLC (ALBERTSON)	FRONT GRAND STAIRCASE	\$4,285.00
	TOTAL FOR COURTHOUSE BUILDING FUND	\$4,285.00
	TOTAL FOR BILLS PAID BETWEEN 11/07 AND 11/20/2025	\$371,603.94

Break was taken at 9:32 a.m. The meeting resumed at 10:40 a.m.

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

Motion made by Allen, seconded by Wahlert, to approve pledging 1/3 of the cost for the Chord Uranium meeting if it is approved to be held in Hot Springs in the amount of \$1,956.67.

Lily Heidebrink, Director of Equalization, met with the board to discuss the abatement requested by Jasson Correll.

Motion made by Russell, seconded by Wahlert, to deny abatement request based on the State's Attorney's advice.

Motion made by Russell, seconded Wahlert, to approve the revised Mill Levy resolution:

		ANNUAL BUDGET FOR FALL RIVER COUNTY, SD
		For the Year January 1, 2026 to December 31, 2026

Tax Levy in			
COUNTY TAX LEVIES	Dollars	\$'s/1,000	Resolution
WITHIN LIMITED LEVY:			
* General County Purposes (10-12-9)	3,722,018.00	2.919	ADOPTION OF ANNUAL BUDGET FOR FALL RIVER County, South Dakota
Library	9,646.00	0.011	
			Whereas, (7-21-5 thru 13), SDCL provides that the Board of County Commissioners shall each year prepare a Provisional Budget of all
			contemplated expenditures and revenues of the County and all its
			institutions and agencies for such fiscal year and,
LIMITED LEVY (10-12-21) -			Whereas, the Board of County Commissioners did prepare a
SUB TOTAL			Provisional Budget and cause same to be published by law, and
OUTSIDE LIMITED LEVY:	3,731,664.00	2.930	Whereas, due and legal notice has been given to the meeting of the
County Snow Removal Fund (34-5-2)			Board of County Commissioners for the consideration of such
County Road and Bridge (10-12-13)			Provisional Budget and all changes, elimination's and additions have been made thereto.
Courthouse, Jail, etc., Bldg. (7-25-1)	157,884.00	0.124	NOW THEREFORE BE IT RESOLVED, That such provisional budget as amended and all its purposes, schedules, appropriations,
Bond Interest Sinking (7-24-18)			amounts, estimates and all matters therein set forth, SHALL BE
Ag Building (7-27-1)			APPROVED AND ADOPTED AS THE ANNUAL BUDGET OF THE
			APPROPRIATION AND EXPENDITURES FOR FALL RIVER
			County, South Dakota and all its institutions and agencies for
			calendar year beginning January 1, 2026 and ending December 31,

			2026 and the same is hereby approved and adopted by the
			Board of County Commissioners of Fall River
			County, South Dakota, this 18th day of September, 2025.
			The Annual Budget so adopted is available for public inspection
			during normal business hours at the office of the county auditor
			Fall River, County, South Dakota. The accompanying
			taxes are levied by Fall River County for the year
			January 1, 2026 through December 31, 2026.
UNLIMITED LEVY - SUB TOTAL	157,884.00	0.124	BOARD OF COUNTY COMMISSIONERS OF
			Fall River County, South Dakota
LIMITED AND UNLIMITED			
LEVY - SUB- TOTAL	3,889,548.00	3.054	/s/ Joe Falkenburg Chairman
OTHER SPECIAL LEVIES			
Secondary Road (Unorg. PT-76)	357,114.00	0.563	/s/ Deborah Russell Commissioner
(31-12-27)			
Fire Protection (34- 31-3)	1,385.00	0.132	/s/ Joe Allen Commissioner
			/s/ Sandra Wahlert Commissioner
			/s/ Les Cope Commissioner
			/s/ Attest Stacy Schmidt County Deputy Auditor
TOTAL TAXES LEVIED BY COUNTY	4,248,047.00	3.749	
* These Amounts include the 25% to be distributed to cities.			

As of 09/18/2025 these levies are not approved by the Department of Revenue			

Falkenburg recognized Vince Logue, retired Deputy Sheriff, for his years of service. The following proclamation was read:

Proclamation

Whereas, The Fall River Board of County Commissioners have designated November 20, 2025, as a day to honor Vincent Logue, Fall River County Deputy Sheriff;

Whereas, Logue began his recent journey with Fall River County in the year 2011, but had served Fall River County for 12 years, from 1990 through 2002;

Whereas, Logue has devoted his time to promoting the safety and welfare of the County. Holding the position that he served to a higher standard;

Now, therefore, the Fall River Board of County Commissioners calls upon all citizens of Fall River County to observe the day of November 20, 2025, in recognition of the 26 years of service by Logue, who by his devotion to the County, has rendered invaluable service to our residents; and

We further call upon the citizens of Fall River County to honor Logue for his professionalism in the role of County Deputy Sheriff.

Now Therefore, Be It Resolved, that the County Commissioners of Fall River County give thanks to the service Logue has rendered unto Fall River County and the State of South Dakota.

Dated this 20th day of November, 2025.

/s/ Joe Falkenburg_____
Joe Falkenburg
Fall River County Commissioner

ATTEST:

/s/ Stacy Schmidt_____
Stacy Schmidt, Fall River County Deputy Auditor

Johnson Construction, met with the Board, to present a PowerPoint on jail/justice center options to consider. The 3 options presented were: 1. Build new facility across the street from current location, 2. add on and remodel current existing facility, 3. maintain current facility.

Public comments were heard by Kim Allen, County resident, to share that she is circulating petitions to abolish property taxes, inviting anyone who would like to sign to contact her. This would be an Amendment to the Constitution presented at the 2026 Election.

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

Motion made by Wahlert, seconded by Russell, to approve purchase of training hours from Vanguard for 9 hours in the amount of \$175.00.

Andrew Chatwin, County landowner, was not present.

Recess for Lunch at 10:45 a.m.

Motion made by Allen, seconded by Wahlert, to enter Executive Session per SDCL 1-25-2 (1) personnel, (3) legal and (4) negotiations.

Joe Falkenburg left the meeting at 2:10 p.m.

The Board came out of Executive Session at 3:24 p.m.

Vice-Chairwoman Russell declared the meeting adjourned at 3:25 p.m.

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

ATTEST:
/s/ Stacy Schmidt
Stacy Schmidt, Deputy Auditor
Fall River County



*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. NWS Rapid City office is back up to full strength
2. Upcoming training on Crisis Track for county employees
3. 11/25/2025 Region 4 zoom meeting for Region 4, discussion on upcoming 2026 SDEMA conference in Spearfish
4. LEPC meeting moved to business hours, going to adjust to have a lunch served

Action item: HMP resolution needs approval from commission

Emergency response: 11/24/2025 Cattle versus cars on Hwy 18, camper rollover on Hwy 18 (high wind), Smoke alarm Baltimore Ave.

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

Resolution _____

A Resolution of the Fall River Board of Commissioners Declaring Support and Adoption of the Fall River County Natural Hazard Mitigation and Community Wildfire Protection Plan, 2025.

WHEREAS, Fall River County Board of Commissioners supports the contents of the Fall River County Natural Hazard Mitigation and Community Wildfire Protection Plan, 2025; and

WHEREAS, the Fall River County Natural Hazard Mitigation Plan, 2025 will be utilized as a guide for planning related to FEMA Hazard Mitigation and the Healthy Forest Restoration Act of 2003 and other purposes as deemed appropriate be the Fall River County Board of Commissioners.

NOW THEREFORE IT BE RESOLVED, that the Fall River County Board of Commissioners hereby adopts, supports, and will facilitate the Fall River County Natural Hazard Mitigation and Community Wildfire Protection Plan, 2025 implementation.

Adopted by Fall River County this _____ day of _____, 2025

Joe Falkenburg, Chair

Attested:

Sue Ganje, Auditor



U.S. Small Business
Administration

NEWS RELEASE

FYI

OFFICE OF DISASTER RECOVERY & RESILIENCE

Release Date: Nov. 21, 2025

Release Number: SD 21066-02

Media Contact: Susheel.Kumar@sba.gov

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SBA Relief Still Available to South Dakota Small Businesses and Private Nonprofits Affected by Drought

Deadline to apply for economic injury loans approaching

WASHINGTON — The [U.S. Small Business Administration \(SBA\)](#) is reminding eligible small businesses and private nonprofit (PNP) organizations in South Dakota of the Dec. 22 deadline to apply for low interest federal disaster loans to offset economic losses caused by the drought beginning April 15.

The disaster declaration covers the South Dakota counties of Bennett, Custer, Fall River, Jackson, Oglala Lakota and Pennington as well as the Nebraska counties of Cherry, Dawes, Sheridan and Sioux, and the Wyoming counties of Niobrara and Weston.

Under this declaration, SBA's [Economic Injury Disaster Loan \(EIDL\)](#) program is available to small businesses, small agricultural cooperatives, nurseries, and PNPs including faith-based organizations impacted by financial losses directly related to the disaster. The SBA is unable to provide disaster loans to agricultural producers, farmers, or ranchers, except for small aquaculture enterprises.

EIDLs are available for working capital needs caused by the drought and are available even if the small business or PNP did not suffer any physical damage. The loans may be used to pay fixed debts, payroll, accounts payable and other bills not paid due to the disaster.

“SBA loans help eligible small businesses and private nonprofits cover operating expenses after a disaster, which is crucial for their recovery,” said Chris Stallings, associate administrator of the Office of Disaster Recovery and Resilience at the SBA. “These loans not only help business owners get back on their feet but also play a key role in sustaining local economies in the aftermath of a disaster.”

The loan amount can be up to \$2 million with interest rates as low as 4% for small businesses and 3.625% for PNPs with terms up to 30 years. Interest does not accrue, and payments are not due until 12 months from the date of the first loan disbursement. The SBA sets loan amounts and terms based on each applicant's financial condition.

To apply online visit sba.gov/disaster. Applicants may also call SBA's Customer Service Center at (800) 659-2955 or email disastercustomerservice@sba.gov for more information on SBA disaster assistance. For people who are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Submit completed loan applications to the SBA no later than **Dec. 22**. However, after the deadline has passed, there is a 60-day grace period in which SBA will accept applications.

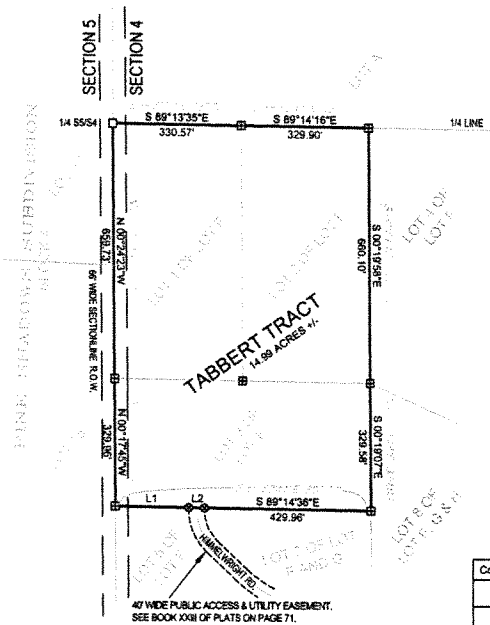
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About the U.S. Small Business Administration

The U.S. Small Business Administration helps power the American dream of business ownership. As the only go-to resource and voice for small businesses backed by the strength of the federal government, the SBA empowers entrepreneurs and small business owners with the resources and support they need to start, grow, expand their businesses, or recover from a declared disaster. It delivers services through an extensive network of SBA field offices and partnerships with public and private organizations. To learn more, visit www.sba.gov.

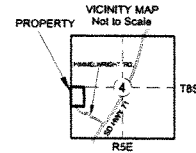
A PLAT OF

**TABBERT TRACT, LOCATED IN THE NW1/4 SW1/4
OF SECTION 4, T8S, R5E, BHM, FALL RIVER
COUNTY, SOUTH DAKOTA**
FORMERLY LOTS 1, 2 & 3 OF LOT F OF HIMMELWRIGHT TRACT OF SIDEY TRACT



NOTE: See Book XVIII of
Plats on Page 68 for plat of
Lots 1 & 2 of Lot F.

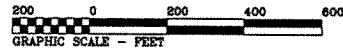
NOTE: See Book XIX of
Plats on Page 82 for plat of
Lot 3 of Lot F.



BASIS OF BEARING - GPS OBSERVATION
taken on the SW corner of Tabbert Tract.

LEGEND

- Found rebar w/aluminum cap marked "ANDERSEN PLS 2842"
- Found rebar w/plastic cap marked "ANDERSEN PLS 2842"
- Found standard BLM brass monument
- Slant lettering denotes record calls



Course	Bearing	Distance
L1	S 89°13'53" E	189.66'
L2	S 89°05'57" E	40.14'

CERTIFICATE OF SURVEYOR

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

John D. McBride, SDRLS No. 5906

CERTIFICATE OF COUNTY TREASURER

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

Fall River County Treasurer

STATE OF _____ COUNTY OF _____

We, Ed Tabbert and Lark Tabbert, do hereby certify that we are the owners of the within described lands and that the within plat was made at our direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
Dated this ____ day of ____, 2025.

Ed Tabbert

Lark Tabbert

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION

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

Director of Equalization of Fall River County

ACKNOWLEDGMENT OF OWNERSHIP

STATE OF _____ COUNTY OF _____

On this ____ day of ____, 2025, before me, a Notary Public, personally appeared Ed Tabbert and Lark Tabbert, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.

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

Notary Public

My commission expires _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS

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

Chairperson, Fall River County Board of Commissioners

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 70-06:01-02.
Dated this ____ day of ____, 2025

SDDOT Authority

CERTIFICATE OF COUNTY AUDITOR


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

Fall River County Auditor

OFFICE OF THE REGISTER OF DEEDS

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

Fall River County Register of Deeds

		
Prepared by ANDERSEN ENGINEERS Land Surveyors		
Drawn by RW	Date 1/7/2025	P.O. Box 446 Edgemont, SD 57735 (605)-662-5500 andersenengineers@pwtc.net
Approved by McB	Date 1/13/2025	
Scale 1"=200'	Sheet 1 of 1	File Name: L1, L, F, S4, T8S, R5E

FALL RIVER COUNTY RESOLUTION #2025-

**A Plat of Tabbert Tract, located in the NW1/4, SW1/4 of Section 4, T8S , R5E , BHM, Fall
River County, South Dakota**

Formerly Lots 1,2&3 of Lot D of Himmelwright Tract of Sidey Tract

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

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

Dated this 4th day of December, 2025.

Joe Falkenburg, Chairman
Fall River County Board of Commissioners

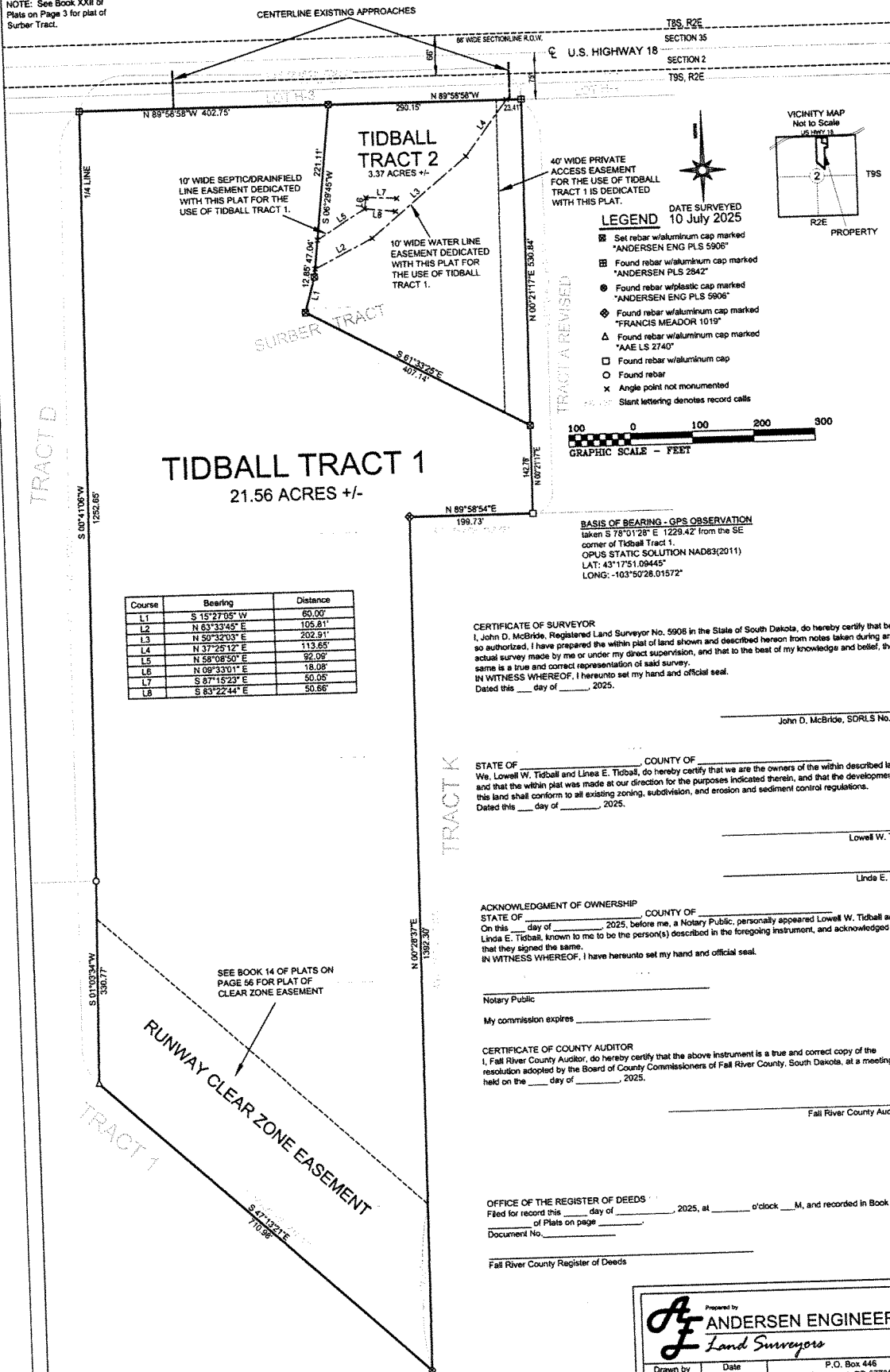
ATTEST:

Sue Ganje, Auditor
Fall River County Auditor

TIDBALL TRACT 1 & TIDBALL TRACT 2, LOCATED IN THE W1/2 NE1/4 OF SECTION 2, T9S, R2E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA

FORMERLY SURBER TRACT

NOTE: See Book XXII of Plats on Page 3 for plat of Surber Tract.



Prepared by
ANDERSEN ENGINEERS
Land Surveyors

Drawn by DR/RW	Date 7/29/2025	P.O. Box 446 Edgemont, SD 57735 (605) 682-5500 andersenengineers@gwtc.net
Approved by McB	Date 8/5/2025	
Scale 1"=100'	Sheet 1 of 2	File Name: SURBER_TR_2025

A PLAT OF
TIDBALL TRACT 1 & TIDBALL TRACT 2, LOCATED IN THE W1/2 NE1/4 OF
SECTION 2, T9S, R2E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA
FORMERLY SURBER TRACT

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

SDOT Authority

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 CITY COUNCIL

Whereas there has been presented to the City Council of Edgemont, South Dakota, the within plat of the above described lands, and it appearing to the Council that said plat conforms to the existing plats of said City, that the streets set forth therein conforms to the system of streets of the municipality, that all provisions of the subdivision regulations have been complied with, that all taxes and special assessments upon the tract have been fully paid, and that said plat and the survey thereof have been executed according to law, now therefore,
BE IT RESOLVED, that said plat is hereby approved in all respects.
Dated at Edgemont, South Dakota this ____ day of _____, 2025.

Mayor

CERTIFICATE OF CITY FINANCE OFFICER

I, Finance Officer of the City of Edgemont, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the City Council of Edgemont, South Dakota at a meeting held on the ____ day of _____, 2025.

Edgemont City Finance Officer

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

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

Prepared by ANDERSEN ENGINEERS <i>Land Surveyors</i>		
Drawn by DR/RW	Date 7/29/2025	P.O. Box 446 Edgemont, SD 57735
Approved by McB	Date 9/5/2025	(605)-662-5600 andersenengineers@gwtc.net
Scale NA	Sheet 2 of 2	File Name: SURBER_TR_2025

FALL RIVER COUNTY RESOLUTION #2025-

**A Plat of Tidball Tract 1 & Tidball Tract 2, located in the W1/3, NE1/4 of Section 2, T9S,
R2E, BHM, Fall River County, South Dakota
Formerly Surber Tract**

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

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

Dated this 4th day of December, 2025.

Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

Sue Ganje, Auditor
Fall River County Auditor

4. Signature Block

- a. Make sure we have the proper Names and Titles of those authorized to sign the MOU.

To help you, here is some verbiage you can use at your commission meeting to help explain the MOU. As there is no obligation of money from the entity most often it is placed on the Consent calendar.

Purpose of the MOU:

This Memorandum of Understanding (MOU) between DSU-SecureSD and ENTITY (City or County) is to protect and enhance the cybersecurity posture of your entity (city or county) through the SecureSD program. The SecureSD initiative was established during the 2024 South Dakota Legislative Session. Senate Bill 187 (SB 187) was enacted which appropriated \$7,000,000 to the Office of the Attorney General ("OAG") for the purpose of creating a cybersecurity initiative for counties and municipalities throughout the State of South Dakota.

Having the MOU in place opens the relationship and the funding capabilities between the entity and the SecureSD program. These MOU's have been created to be the same for each city, county, and municipality we work with. It demonstrates transparency, awareness, and acknowledges the relationship as SecureSD will be communicating with the entity to provide cybersecurity services and solutions the entity has requested assistance with. This MOU must also be in place for any funding if your entity would need the purchase of technology (hardware, software, or services) that can protect our citizens' data contained within the local governments. This includes a long list of possibilities including mitigation or fixing of any vulnerabilities or issues found during assessments, secured email solution, review of firewall configurations, cybersecurity training/education, new security devices if/when phasing out legacy software and network systems.

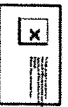
Final recap: The SecureSD program is designed to support each city, county, and municipality by providing technical assistance to reduce cybersecurity risks by performing assessments, offering a government level secure email system, delivering training and awareness programs for staff, and enhancing cybersecurity resilience through the implementation of best practices and security tools.

We appreciate your interest in improving cybersecurity for your entity.

We also ask you to please respond to this email so we know you've received it and the MOU information is correct.

Thanks,

Abigail (and Mike)



Abigail Bushée

MEMORANDUM OF UNDERSTANDING
Between
DAKOTA STATE UNIVERSITY
and
Fall River County

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the Dakota State University, Madison, South Dakota ("DSU") and Fall River County ("COUNTY"), a political subdivision of the State of South Dakota, on this 8th day of September 2025.

WHEREAS, during the 2024 South Dakota Legislative Session, Senate Bill 187 (SB 187) was enacted which appropriated \$7,000,000 to the Office of the Attorney General ("OAG") for the purpose of creating a cybersecurity initiative for counties and municipalities throughout the State of South Dakota; and

WHEREAS, DSU operates Madison Cyber Labs ("MadLabs"), which focuses on education, research, and cybersecurity development, including initiatives that help counties and municipalities mitigate cybersecurity risks; and

WHEREAS, DSU, in partnership with the OAG, created the SecureSD Cybersecurity for Counties and municipalities to strengthen cybersecurity resilience among counties and municipalities in South Dakota; and

WHEREAS, DSU, in partnership with the OAG, seeks to protect and enhance the cybersecurity posture of South Dakota's counties and municipalities by leveraging SecureSD resources effectively; and

WHEREAS, COUNTY acknowledges the importance of cybersecurity mitigation and agrees to participate in SecureSD by providing the necessary cooperation, engagement, and local implementation efforts required to enhance security.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, and the joint and mutual responsibilities flowing to each party as outlined in this Memorandum of Understanding, the parties agree:

1. PURPOSE

This Memorandum of Understanding (MOU) is undertaken by and between DSU and COUNTY to protect and enhance the cybersecurity posture of South Dakota's counties and municipalities through the SecureSD Program. SecureSD is designed to support counties and municipalities by providing technical mitigation assistance to reduce cybersecurity risks, delivering training and awareness programs for municipal and county staff, and enhancing cybersecurity resilience through the implementation of best practices and security tools through a secure email system.

2. **FUNDING**

- A. SecureSD is funded by the appropriation established by SB 187 during the 2024 legislative session. The COUNTY acknowledges that SecureSD does not provide direct financial payments for cybersecurity efforts, nor does SecureSD offer direct financial aid. As such, no direct financial payments will be made to COUNTY under this MOU.
- B. Nothing in the MOU may be construed as, or may be relied on, as a future promise or commitment to providing any future funding, services, or support.

3. **DSU RESPONSIBILITIES**

- A. Implementation of SecureSD
 - 1. Oversee and implement cybersecurity mitigation and email strategies for counties or municipalities.
 - 2. Engage with managed service providers (“MSPs”) to determine appropriate scopes of work, perform work, and/or review work as needed, based on DSU’s recommendation.
 - 3. Deploy technical resources to support and enhance cybersecurity defenses.
 - 4. Provide cybersecurity education and training for municipalities and counties on an as needed basis in the sole discretion of DSU.
- B. Compliance and Reporting
 - 1. Maintain records showing:
 - a. The counties and municipalities participating or planning to participate in this initiative.
 - b. Completed and planned cybersecurity improvements for each participating local government.
 - c. Current and expected expenses for each improvement, including the cost related to SB 187.
 - d. Expected timeframes for completing the improvements.
 - e. Monthly reports including activities conducted, detailed financial information, and all information necessary to justify approval of vouchers submitted for payment.
 - 2. Provide all necessary updates and reports to the OAG and request all necessary prior authorizations according to the tenor of the agreement between DSU and the OAG dated August 26, 2024.

4. **RESPONSIBILITIES OF COUNTY**

- A. COUNTY agrees to obtain a security assessment either through Project Boundary Fence or through a private vendor which is at least as technically comprehensive as the assessment conducted through Project Boundary Fence.
- B. Engagement and Participation
 - 1. Actively participate in SecureSD initiatives, including mitigation activities and training.

2. Designate a single point of contact for communication between COUNTY, DSU, and the OAG.
- C. Implementation, Maintenance, and Ownership
 1. Actively participate with selected MSP and DSU to facilitate implementation of cybersecurity measures set forth in the scope of work approved by DSU and COUNTY.
 2. Provide reasonable cyber and physical access to city/county/municipality facilities to the selected MSP and DSU personnel to implement the approved cybersecurity measures and to DSU upon completion to ensure the scope of work was properly implemented and in good working order.
 3. Provide reasonable access to OAG for oversight purposes to ensure that any hardware purchased pursuant to the scope of work, if any, is implemented and in use.
 4. COUNTY is aware and understands:
 - a. The funds appropriated pursuant to SB 187 of 2024 are one-time funds.
 - b. As such, any hardware, licenses, or software purchased or implemented as part of the scope of work becomes the sole property of the county/municipality and the MSP, DSU, and the OAG has no ongoing responsibility for any further improvements, ongoing licensing, maintenance, or upkeep of the installed improvements.
 - c. There is no expectation, promise, or guarantee of any future funding to address cybersecurity risks through SecureSD or otherwise.
 - d. SecureSD does not and will not provide any direct financial compensation, reimbursements, or direct payments of any kind to the COUNTY.

5. **MISCELLANEOUS PROVISIONS**

- A. Confidentiality
 1. DSU hereby acknowledges that any and all technical details including access information, technical data, and any personally identifiable information (“PII”) housed on or accessible through the COUNTY systems is deemed “Confidential Information” and may not be shared among or between any other participant in this initiative, or to any third party except the selected MSP and the OAG as may be required.
 2. DSU will limit access to COUNTY cybersecurity data to authorized personnel only.
- B. Effective Period, Modification, and Termination
 1. Effective Period of MOU: This MOU shall become effective upon the date last signed below. This MOU shall remain in effect until 6/30/28 unless sooner terminated pursuant to the terms set forth herein.

2. Modification of MOU: This MOU may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.
3. Termination of MOU: Either party may terminate this MOU upon thirty (30) days written notice. The termination shall be effective thirty (30) calendar days from the date of such notice, or at a later date agreed upon by the parties, so long as such date does not exceed the date of termination of this MOU.

C. Notices

1. Any notice or other communication required under this MOU shall be in writing and sent to the email address set forth below. Notices shall be given by and to:

For SecureSD: Dakota State University
 917 N Washington Ave
 Madison, SD 57042
 Name: Mike Waldner
 Title: Director of SecureSD
 Email: mike.waldner@dsu.edu

For County: Fall River County
 906 N River St
 Hot Springs, SD 57747
 Name: Sue Ganje
 Title: Auditor
 Email: sue.ganje@state.sd.us

2. Notices or communications to or between the parties shall be deemed to have been delivered one business day after the time at which it was sent if receipt is confirmed by the recipient.

D. Joint Powers

This MOU is not a Joint Powers Agreement or cooperative action agreement pursuant to SDCL Ch. 1-24, and it does not establish a separate legal entity under SDCL 1-24-4(2) or create a joint administrator or governing board, as contemplated by SDCL 1-24-5. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used.

E. Governing Law and Venue

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

F. **Limitation Of Liability**

In no event shall any party be liable to another party for any indirect, incidental, consequential, special, punitive, exemplary, or extra-contractual damages of any kind whatsoever arising from or connected with this MOU, including, but not limited to, lost profits, lost revenues, or loss of business, regardless of legal theory, whether or not foreseeable, even if either party has been advised of the possibility or probability of such damages and even if the remedies otherwise provided by this agreement fail of their essential purpose.

In Witness Whereof, the parties signify their agreement effective the date below last written by the signatures affixed below.

DAKOTA STATE UNIVERSITY

By: _____

Ashley Podhradsky

VP Research and Economic Development

Date: _____

DSU Director of SecureSD _____ (Initial) Date: _____

DSU VP for Businesses & Admin Services _____ (Initial) Date: _____

DSU Director of Budget & Grants/Contracts _____ (Initial) Date: _____

Fall River County

By: _____

Joe Falkenburg, Chair

Date: _____

ATTEST:

By: _____

Sue Ganje, Auditor

Date: _____

PREPARED BY:

Name: Carl Sanders

Address: 14366 WG Flat Oval SD 57766

Telephone #:

605-890-2113

**FALL RIVER COUNTY
PIPELINE EASEMENT**

This Pipeline Easement is made and entered into this _____ day of _____, 20____, by and between Fall River County, a political subdivision of the State of South Dakota, Grantor, hereinafter referred to as "County" acting by and through its Board of County Commissioners and Russ Sanders and Peggy Sanders, Landowner(s), hereinafter referred to as "Grantee(s)", whose Post Office address is (are):
Russ & Peggy Sanders and _____
14331 East Oval Rd Oval SD 57766

I.

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

Easement to be in that area adjacent to the SE Quarter of the SW Quarter of the _____, Section 29 in Township 7 South, Range 8 East, and the NE Quarter of the NW Quarter, Section 32 in Township 7 South, Range 8 East, of the Black Hills Meridian, Fall River County, South Dakota.

And

The pipeline to run from the SE Quarter of the SW Quarter of Section 29 in Township 7 South, Range 8 East, to the NE Quarter of the NW Quarter, Section 32 in Township 7 South, Range 8 East, of the Black Hills Meridian, Fall River County, South Dakota.

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

II.

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

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

PIPELINE EASEMENT CONT'D

advance, before pipe is placed or covered.

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

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

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

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

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

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

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

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

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

PIPELINE EASEMENT CONT'D

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

III.

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

IV.

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

Fall River County, Grantor

By: _____

Chairman

Fall River County Commissioners

ATTEST:

Fall River County Auditor

STATE OF SOUTH DAKOTA)

SS)

COUNTY OF FALL RIVER)

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

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

My Commission Expires:

(SEAL)

Notary Public – South Dakota

PIPELINE EASEMENT CONT'D

Owner as Grantee

By: AA and Peggy Jandow

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

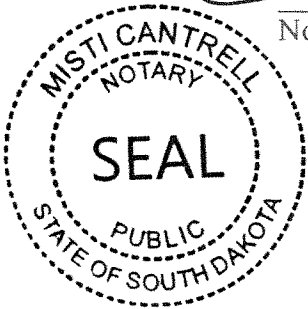
On this 1 day of December, 2025, before me,
_____, the undersigned officer, personally known to
me or satisfactorily proven to me to be the person(s) whose name(s) is/are subscribed to
the foregoing instrument and acknowledged to me that they executed the same for the
purpose therein contained.

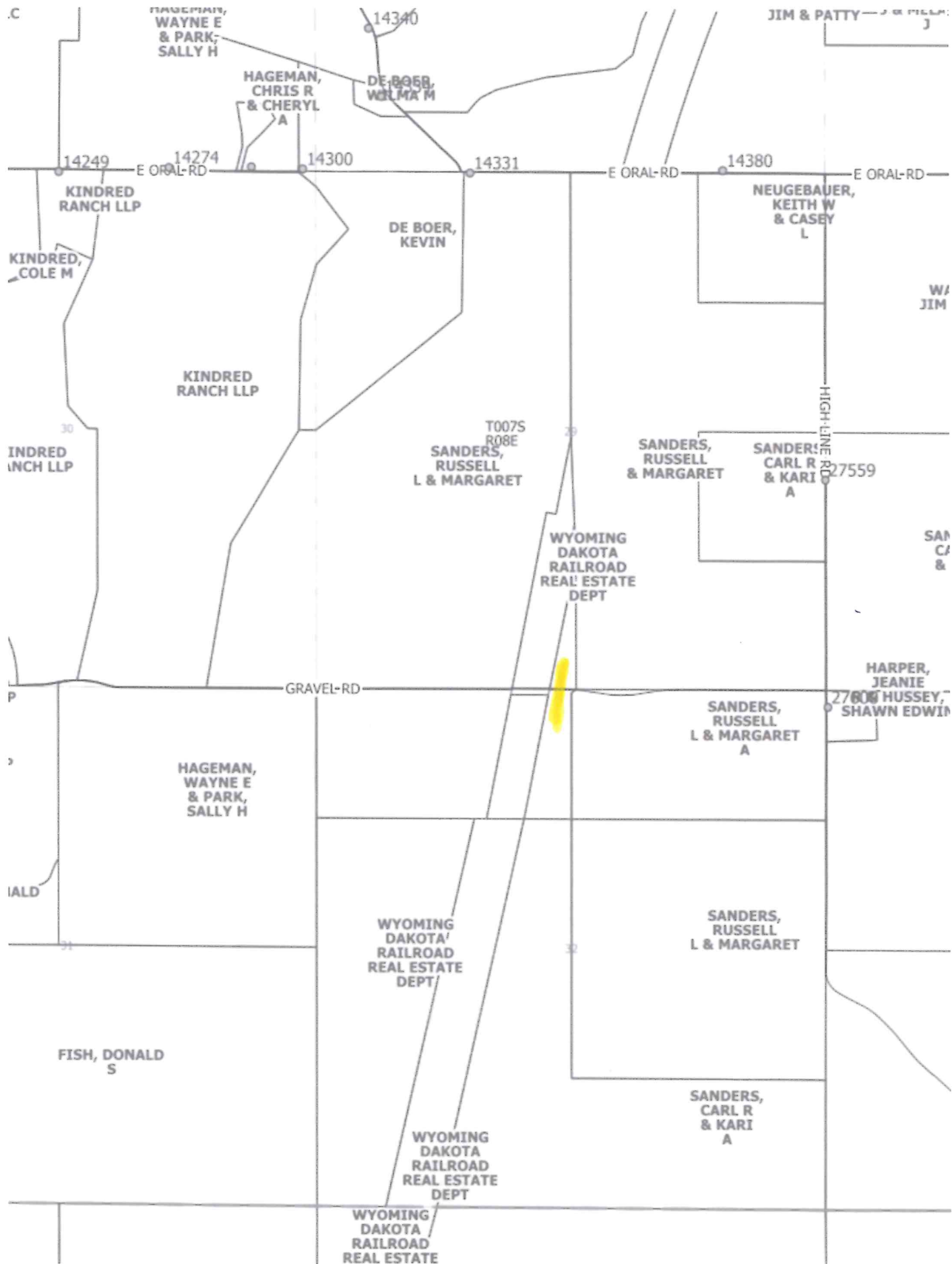
IN THE WITNESS WHEREOF I hereunto set my hand and official seal.

AA
Notary Public

My commission Expires:
May 21, 2030

(SEAL)





PREPARED BY:

Name: Carl Sanders

Address: 14366 WG Flat Oral, SD 57766

Telephone #:

605-890-2113

**FALL RIVER COUNTY
PIPELINE EASEMENT**

This Pipeline Easement is made and entered into this _____ day of _____, 20____, by and between Fall River County, a political subdivision of the State of South Dakota, Grantor, hereinafter referred to as "County" acting by and through its Board of County Commissioners and Russ Sanders and Peggy Sanders, Landowner(s), hereinafter referred to as "Grantee(s)", whose Post Office address is (are): Russ & Peggy Sanders and 14331 East Oral Rd Oral, SD 57766

I.

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

Easement to be in that area adjacent to the SE Quarter of the NE Quarter of the _____, Section 32 in Township 7 South, Range 8 East, and the SW Quarter of the NW Quarter, Section 33 in Township 7 South, Range 8 East, of the Black Hills Meridian, Fall River County, South Dakota.

And

The pipeline to run from the SE Quarter of the NE Quarter of Section 32 in Township 7 South, Range 8 East, to the SW Quarter of the NW Quarter, Section 33 in Township 7 South, Range 8 East, of the Black Hills Meridian, Fall River County, South Dakota.

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

II.

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

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

PIPELINE EASEMENT CONT'D

advance, before pipe is placed or covered.

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

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

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

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

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

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

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

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

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

PIPELINE EASEMENT CONT'D

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

III.

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

IV.

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

Fall River County, Grantor

By: _____

Chairman

Fall River County Commissioners

ATTEST:

Fall River County Auditor

STATE OF SOUTH DAKOTA)

SS)

COUNTY OF FALL RIVER)

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

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

My Commission Expires:

(SEAL)

Notary Public – South Dakota

PIPELINE EASEMENT CONT'D

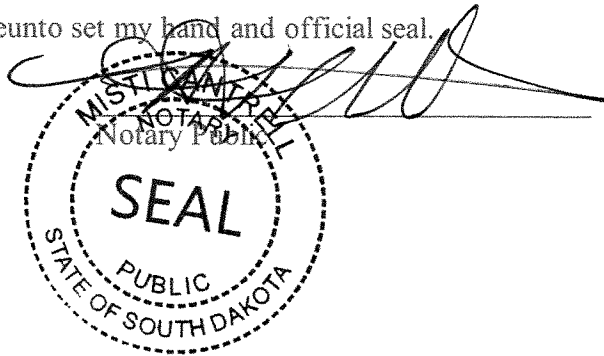
Owner as Grantee

By: *[Signature]* and *Peggy Under*

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

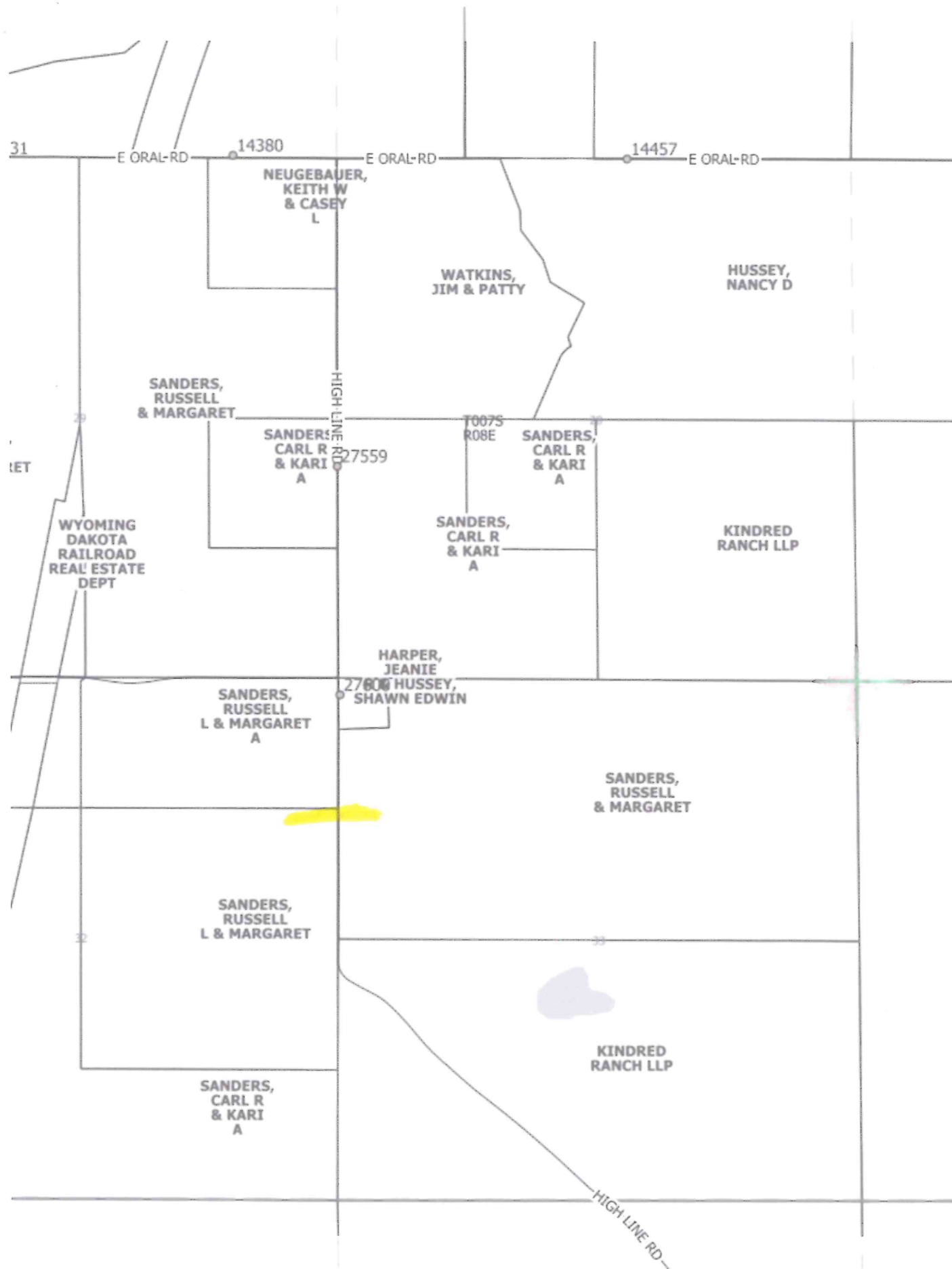
On this *1* day of *December*, *2025*, before me, _____, the undersigned officer, personally known to me or satisfactorily proven to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose therein contained.

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



My commission Expires:

May 21, 2030
(SEAL)



Benjamin Elliott
P.O. Box 262
Madison, South Dakota 57042
benjamintelliott@yahoo.com
605.270.3020

RE: A Reasonable Threshold

November 17, 2025

Governor Rhoden, Legislators, and County Commissioners:

Nebraska has made its first shipments of carbon dioxide on its Tallgrass Trailblazer pipeline. Ethanol plants in Nebraska can now reduce their CI score, receive more money for the ethanol they sell and then pay more to Nebraska farmers for the corn they produced.

Texas, New Mexico, Wyoming, Oklahoma, Louisiana, North Dakota, Mississippi and Nebraska all have current Carbon dioxide (CO2) pipelines.

Illinois, Iowa, Minnesota, Colorado and Kansas are involved with current proposals and planning for new CO2 pipelines.

Alabama, Arizona, California, New York and Pennsylvania are involved in the development of a regulatory landscape for CO2 pipelines.

Indiana and Ohio are in the process of establishing legal frameworks for carbon capture and sequestration.

The U.S. Department of Transportation oversees pipeline safety. They sent the enclosed letter to Iowa Governor Reynolds saying that there are some 5,300 miles of CO2 pipelines in the U.S. and that they have been in operations for decades.

Also enclosed is Summit Carbon's seven commitments to a partnership that will deliver lasting benefits to landowners, counties and communities; generating some \$90 million of system-wide property tax revenue each year.

House Bill 1052 can conceivably allow ONE disgruntled landowner the ability to block a pipeline that every other affected landowner in South Dakota might favor. The Commerce Clause of the U.S. Constitution restricts states from impairing interstate commerce. A state law that can allow ONE INDIVIDUAL to stop a project involving 5 states flies in the face of the U.S. Constitution.

House Bill 1052 needs to be amended to establish a reasonable threshold above which the interest of a majority of affected landowners will prevail.

I am asking for your support to amend HB 1052 and establish a reasonable threshold for a CO2 pipeline project.

Thank you.



Auditor training recap

- Discussion on **Total Vote** vs **SD Votes**. SD Votes is being postponed until 2027 due to some parts of the site not being able to be tested by Auditors. Testing will be done by comparing both systems throughout 2026 election year. **(Will be using Total Vote as main site for 2026 election)**
- Reviewed a lot of new laws but some are still unclear.
- If a City or School combines with the county, then their election becomes the county's jurisdiction, but schools and city can still help.
- Discussion on ballot on demand (if you run out of ballots at polling location, then the equipment can print the ballot once the voter checks in).
 - Pros: Never run out of ballots
 - Cons: What if the Wi-Fi stops working?
 - Possible HAVA Funding

FYI

- Federal judges are protected in the voter file. No one has access to their information.
- Over 100 election bills were passed last year (Sec of State tracked them)
- County has new forms for Voter Registrations.



U.S. Department
of Transportation
Pipeline and Hazardous
Materials Safety
Administration

1200 New Jersey Avenue, SE
Washington, DC 20590

June 9, 2025

The Honorable Kim Reynolds
Governor of Iowa
Iowa State Capitol
1007 East Grand Avenue
Des Moines, IA 50319

Dear Governor Reynolds:

Thank you for your letter regarding carbon dioxide (CO₂) pipeline safety. I appreciate your interest in this important topic and your concern for Iowans.

The Department of Transportation's Pipeline and Hazardous Materials Safety Administration (PHMSA) administers a national regulatory safety program for the approximately 3.3 million miles of pipelines in the United States, including CO₂ pipelines. The Pipeline Safety Act authorizes PHMSA to regulate the transportation of gas, hazardous liquids, and CO₂ by pipeline. PHMSA regulations govern design, construction, operation, maintenance, emergency response, personnel qualifications, public awareness, reporting, and many other functions related to the safe operation of pipelines.

The pipeline projects proposed in Iowa would transport CO₂ in a supercritical state, which means a fluid phase consisting of more than 90 percent compressed CO₂ molecules. Title 49 Part 195 of the Code of Federal Regulations contains robust regulations for such pipelines. The CO₂ pipelines proposed in Iowa would be governed by the full set of PHMSA safety regulations contained in Part 195 and subject to Federal safety inspections and oversight.

PHMSA currently oversees the safety of roughly 5,300 miles of CO₂ pipelines that have been in operation for decades. These pipelines have an excellent safety performance record. PHMSA's CO₂ accident data indicate one serious incident and no fatalities in the last 20 years. PHMSA considers a serious incident as one that results in fatality or injury requiring in-patient hospitalization. The one serious incident was the result of third party damage and was not related to pipeline operations.

Your letter addressed a CO₂ pipeline release that occurred on February 22, 2020 near Sartia, Mississippi. PHMSA's investigation found this event was due to an unusual combination of factors. The rupture was caused by land movement at a steep embankment following heavy rains. Weather conditions and unique topography prevented the CO₂ vapor from rapidly dispersing as it would ordinarily, and poor communication between the pipeline operator and local responders complicated the emergency response. Although numerous individuals were taken to the hospital, only one was admitted and for reasons unrelated to the pipeline failure.

PHMSA's investigation also found that the pipeline operator violated several regulations. As part of a Consent Agreement and Order, the operator paid \$2,868,100 in civil penalties and agreed to take numerous corrective actions. PHMSA subsequently issued an advisory bulletin to all pipeline operators reminding them of their responsibilities to monitor for, and address, earth movement and other geological hazards in proximity to their facilities.

CO₂ pipelines have an overall robust safety track record. Over the last five years, CO₂ pipelines have had an average reportable accident per thousand-mile rate of 0.88, lower than the general hazardous liquid pipeline reportable accident rate of 1.46.

Thank you for taking the time to contact PHMSA about this important topic. Please let me know if you require additional information, or have your staff contact Emily Wong, Director of Governmental, International, and Public Affairs, by phone at 202-366-4831 or by e-mail at emily.wong@dot.gov.

Sincerely,

A handwritten signature in black ink that reads "Ben Kochman". The signature is fluid and cursive, with the first name "Ben" being more prominent than the last name "Kochman".

Ben Kochman
Acting Administrator



SUMMIT CARBON SOLUTIONS

Summary of Summit Carbon Solutions Community & Landowner Partnership Program and our Commitments

Summit Carbon Solutions is building more than a pipeline — we're building partnerships. Agriculture and ethanol are the backbone of the Midwest economy, and this project is designed to strengthen both by opening access to new markets like sustainable aviation fuel, protecting and creating jobs, and delivering lasting benefits to rural communities.

Safety comes first, and our project meets and often exceeds PHMSA federal standards. Safety is not just a requirement, it is the foundation of how we build trust and deliver this project responsibly.

Our Seven Commitments	
1. Emergency Response & Preparedness <ul style="list-style-type: none">• \$8M+ invested along the route.• \$50,000 per county + \$1,000 per mile before operations.• CO2-specific training, annual drills, and real-time notification systems.	2. Public Awareness & Open Communication <ul style="list-style-type: none">• Dedicated project website with route, safety info• Regular updates during construction and annually through operations.• Integration with county emergency alert networks.
3. Landowner Commitment <ul style="list-style-type: none">• 72-hour survey notice + \$500 survey payment.• Flexible easement options: lump sum, annual, or a payment option that is linked to all financial distributions to Summit's current owners. This allows landowner to share in the project's success in a way similar to investors, but without actually owning part of the company.• Annual stakeholder payments over the life of the project: \$0.25/foot baseline, scaling to \$0.50/foot with 100% voluntary easements as statewide milestones are achieved.• Eminent domain only as a last resort.	4. County Commitment <ul style="list-style-type: none">• Annual grants over the life of the project: \$0.125/foot per county, scaling to \$0.25/foot with 100% voluntary easements as county-level milestones are achieved.• ~\$90M in new property taxes each year project wide.• Local control over how funds are used.
5. Construction Commitment <ul style="list-style-type: none">• Union and local labor prioritized.• Contractors pre-qualified on safety and insurance.• Compliance with agricultural and environmental mitigation plans.	6. Tribal Engagement <ul style="list-style-type: none">• Voluntary outreach beyond regulatory requirements.• Cultural surveys with Tribal specialists, economic development support, safety events hosted.• Tailored educational resources for Tribal communities.
7. Water Stewardship & Transparency <ul style="list-style-type: none">• Responsible sourcing, permitting, and use of water.• Efficiency, recycling, and reuse where possible.• Transparency with ethanol partners and local communities.	

The Bottom Line

These seven commitments go beyond regulation — they are a pledge to deliver lasting benefits, operate safely, and ensure landowners, counties, and communities are true partners in this project's success.

Office of the Fall River County Auditor

Sue Ganje, Auditor

Stacy Schmidt, Deputy Auditor

906 North River Street

Hot Springs SD 57747

Phone 605-745-5130 email: sue.ganje@state.sd.us

DATE: November 21, 2025

TO: Fall River County Board of Commissioners

From: Stacy Schmidt, Deputy Auditor

Auditor's Account of the Treasurer

Per SDCL 7-10-3 Monthly verification of treasurer's accounts - Report to county commissioners

To the Fall River Board of Commissioners; I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer as of October 31, 2025

Total Balances of Checking/Savings Accounts	4,128,975.12
Total Outstanding Deposits	321,399.59
Schwab Treasury	8,961,117.27
NSF Checks:	
Thomas, Hannah	426.01
Suter, Debbie	729.45
Total Treasurer's Change Fund	900.00
Register of Deeds Change Fund	500.00
Election Petty Cash	15.00
TOTAL	13,414,062.44

Audited By: Stacy Schmidt

Fall River Co Auditors Office