

**FALL RIVER COUNTY
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 AGENDA

COURTROOM, 2ND FLOOR

TUESDAY, NOVEMBER 3, 2015

8:30 – 9:00 Commissioners Review of Bills

Invocation

9:00 Call Meeting to Order

Pledge of Allegiance

Conflict Of Interest Items for Board Members

Action Items for Approval Consideration:

Agenda

10-6-15 Commission minutes

Amend 10-6 minutes to reflect Don Thurlow's recognition for 35 years of service, rather than 30 years; also reflect effective date of rate increase for Edie Jenniges to be 9-24-15, rather than 9-4-15

County Assistance, Death Expense Applications

Surplus as Junk – See list

Set hearing for 2016 Liquor, Liquor-Restaurant and Wine license for 11-17-15 @ 11:10 am

Set Policy Manual committee meeting

List of volunteers at the John Robertson's Park for Work Comp purposes, comments on proposed gate – see list (move any unfinished business to the end of the meeting if needed)

9:15 Dan Cullen, Veteran Service Officer – Quarterly Report

9:25 Lyle Jensen, Bdlg Supv – Quote on boiler repair part; Quote on additional service contract hours from GW Tech

9:35 Joe Allen – Mammoth Hwy designation – letter of support

9:40 Sue Ganje, Auditor – Request additional General Fund transfer to Domestic Abuse fund in the amount of \$200.00 to fulfill 2015 budget approval of \$5000

9:45 Bob Evans, Sheriff – Hire approval for Shirley Schumacher, Dispatcher, \$12.00/hr as per Union Contract, effective 11-4-15

9:55 Keith Andersen, Andersen Engineering – Plat Approvals - Bochart/Romey; Jobie Dryden

10:00 Hwy – Application for Permit to occupy Co Hwy R-O-W by Golden West; Approach Permit, Dryden; Updates; Review proposed Fall River County 5 year Highway plan

10:30 Approve bills; break

10:35 Public Comment

10:45 Susie Hayes, Dir of Equal – Summary of Ag Task Force power point presentation in Pierre, 11-1-15

11:00 Hearing for Contingency transfers, Resolution

11:05 Review proposed agreement between FR County, HS School and City of HS for School Resource officer

11:15 Stacey Martin, GIS – Discussion on permitting of wind turbines

11:25 Discussion on wage increases, revenues

Unfinished Business

Executive Session as per SDCL 1-25-2 (1) and (3), legal and personnel matters

Action on wage increase requests; Leave without pay request

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 are in need of accommodations, please notify the commissioners' office, (605) 745-5132, 24 hours prior to the meeting so that appropriate services and auxiliary aids are available.

Inventory Surplus

State's Attorney's Office

Effective October 21, 2015

<u>Item Description</u>	<u>Inv #</u>	<u>Purchase date</u>	<u>Cost</u>
Dell Inspiration 530s Tower HLSPQF1	1812	2009	\$825.00
w/ Dell wide Screen Monitor 24"	1813	2009	-
w/Dell speaker (attached to monitor)	-		-
Dell Laser Printer 1720DN	1811	2007	\$399.99
HP Pavillion Lap top Computer	1332	2001	\$1,399.00
Dell Ultra Sharp 1505 flat screen monitor	1671	2005	\$251.00
Logitech Keyboard Y-RBN90	-	-	-

Robinson Memorial Park- Volunteers

October 20, 2015

Ross Burden
Dean Cape
Al Fowler
Dan Healey
Curt Burt
Bill Christman
DeAnn Arneson
Sosa Arneson
Harry Arneson

The group has discussed the proposed gate by the SD Horticultural Committee; advised they are not in favor.

Contact DeAnn Arneson with questions at 890-9857.

Fall River County VSO 2015 3rd Quarter report

1. Attended SDDVA Annual conference in Pierre AUG 24-27.
2. Attended VA Congressional forums in Ft. Meade 17 JUL and Rapid City 11 SEP.
3. Attended Retiree Appreciation Day at Ellsworth AFB 18 SEP
4. Present weekly briefings for veterans on Thursdays at the VA Domiciliary
5. Explained filing of claims and additional benefits to more than 180 veterans.
6. Assisted several dozen Veterans in filing for their military records from the National Personnel Records Center to provide evidence in filing claims.
7. Filed 78 disability and/or pension claims with the South Dakota State of Veterans Affairs.
8. Over \$80,000 of disability or pension awards this quarter (Monthly breakdown)

Total Monthly Awards For Periods JUL 01 2015 – SEP 30 2015

For month	Number of awards	Total Amount
July, 2015	11	\$ 31,250.54
August, 2015	9	\$ 26,634.36
September, 2015	5	\$ 25,155.92



2727 N Plaza Dr.
Rapid City, SD 57702

Phone 605-348-6529 Fax 605-342-1160

Quote

No.: **50421**

Date: **10/15/2015**

Prepared for:

Lyle Jensen
Fall River Co Auditor
906 N River Street
Hot Springs, SD 57747 U.S.A.

Account No.: 1889
Phone: (605) 745-5145
Fax: (605) 745-3530
Job: Prepaid Labor

Qty	Description	UOM	Sell	Total
25.00	Prepaid Support Agreement	EA	\$99.00	\$2,475.00

Celebrating 30 Years of Service

Your Price: **\$2,475.00**

Total: **\$2,475.00**

Prices are firm until 10/29/2015

Prepared by: Kristen Jones, kristenjones@goldenwest.com

Date: 10/15/2015

Labor can be used for any computer/network support. We will use these hours for configuration and installation of the server project first. Training can be included in these hours. Unused hours can be applied to any computer/network support need throughout the year or until the hours are used up.

Onsite Telephony Service can also be taken out of Prepaid that is also discounted through your Telephony Total Care Agreement.

A Pre-Paid Support Agreement signature is required.

Accepted by: _____ **Date:** _____

Disclaimer

Unless otherwise specified, all labor is charged on a time and materials basis. Any additional service charge or travel will apply.

Applicable taxes and/or additional freight charges may be added on to the invoice.

Terms: 30% down payment required for sales of \$ 5,000.00 or more, with the balance due Net 15 days of invoicing.

A 40% fee may be added to any account that is sent to collections due to failure to pay.

W0025

10-9-15

Partial 2015 Budgeted Funds	1775	50
Budgeted for 2015	5000	(incl's 2000 Tr from ben fund)
pd 4/21/15	- 2500	
Bal	2500	
9/30/15 Cash bal	1775.50	
balance if collected	724.50	86
22900X 4290 434		

**Bridge Improvement Grant
FALL RIVER COUNTY**

[illegible]

2015 SUFFICIENCY REPORT

24 FALL RIVER

03/12/2015

County	Owner	Structure Number	S.D. Structure Type	Location	Oper Stat	Year Built	English Units		Fed Suff	Cand	Last NBI Insp Date	Insp Freq
							Bridge Width	NBIS Length				
24 FALL RIVER												
2	24-162-102	X132		4E & 1.8N EDGEMONT	P	1929	20.0	180.0	26.4	P	07/23/2014	12
2	24-419-212	X031		0.8S & 0.2E OELRICHS	P	1930	18.2	30.0	27.9	P	04/09/2014	24
2	24-135-113	X031		2.2E EDGEMONT	P	1931	20.0	158.0	29.4	P	04/08/2014	24
2	24-102-188	X001		0.1 E IGLOO (SD298)	B	1940	23.0	151.5	38.3	P	04/08/2014	12
2	24-020-020	X032		1.1W & 0.3S BURDOCK	P	1910	18.0	130.0	40.5	P	04/09/2014	24
2	24-103-188	X101		0.2 E IGLOO BHOD RD	P	1945	24.0	207.0	42.6	P	04/08/2014	24
2	24-370-070	X081		2.7W & 1.9S ORAL	A	1981	18.9	30.0	46.8	P	04/10/2014	24
2	24-029-014	X081		0.2W & 0.3N BURDOCK	P	1991	22.7	49.1	52.0	H	04/09/2014	24
2	24-325-050	X031		3.2E & 1.8S HOT SPRINGS	P	1932	18.0	136.0	56.3	H	04/10/2014	24
2	24-174-064	X028		3S JCT SD 89	A	1933	.0	20.1	77.7		04/18/2012	48
2	24-205-315	X081		0.5E ARDMORE	A	1935	22.8	50.0	77.8		04/09/2014	24
2	24-320-085	X081		5.3S & 2.8E HOT SPRINGS	A	1950	18.0	33.0	81.6		04/09/2014	24
2	24-370-145	X081		4.5W & 5.5N OELRICHS	A	1979	26.1	48.0	84.2		08/04/2014	24
2	24-330-084	X081		6.7W & 3.3S OF ORAL	A	1986	22.8	38.0	86.8		04/09/2014	24
2	24-426-050	X081		2.8E ORAL	A	1936	22.8	26.0	87.8		04/10/2014	24
2	24-410-063	X081		1.3E & 1.3S OF ORAL	A	1979	19.0	26.0	87.8		04/10/2014	24
2	24-420-053	X081		2.3E & 0.4S ORAL	A	1993	22.6	27.0	88.7		04/10/2014	24
2	24-390-289	X081		8.3S & 2.7W OELRICHS	A	1988	24.0	118.0	88.7		04/09/2014	24
2	24-387-040	X071		1N & 1W ORAL	A	1964	24.0	284.0	88.8		04/10/2014	24
2	24-440-046	X081		4.3E & 0.4N OF ORAL	A	1950	22.6	24.0	88.8		04/10/2014	24
2	24-451-040	X081		5.2N & 1N ORAL	A	1950	22.6	22.5	88.8		04/10/2014	24
2	24-453-037	X081		5.3E & 1.2N ORAL	A	1987	22.6	22.0	88.8		04/10/2014	24
2	24-390-069	X081		1.9S & 0.7W OF ORAL	A	1987	22.7	30.0	88.8		04/10/2014	24
2	24-423-120	X081		E. CITY LIMIT SMITHWICK	A	1979	30.0	38.0	90.7		04/10/2014	24
2	24-338-080	X081		3S & 6W ORAL	A	1974	29.4	48.0	91.2		04/09/2014	24
2	24-400-174	X081		1.7W & 2.8N OELRICHS	A	1995	28.0	98.1	92.7		04/09/2014	24
2	24-099-330	X041		10.2W & 1.5S ARDMORE	P	2003	26.0	128.0	92.7		04/09/2014	24
2	24-117-130	X081		0.5S EDGEMONT	A	1978	30.0	105.0	95.0		04/08/2014	24
2	24-196-315	X081		0.5W ARDMORE	A	1976	30.0	139.0	95.7		04/09/2014	24
2	24-373-070	X081		2S & 2W ORAL	A	1978	30.2	63.0	96.9		04/10/2014	24
2	24-204-160	X081		8.7E JCT SD 471	A	1982	30.2	33.0	97.8		04/09/2014	24
2	24-405-201	X028		1.2W & 0.3S OELRICHS	A	2002	.0	32.7	99.9		04/17/2012	48
2	24-382-200	X028		3.5W OELRICHS	A	2000	.0	32.8	99.9		04/09/2014	24
2	24-377-200	X028		4W OELRICHS	A	2000	.0	32.8	99.9		08/04/2014	24

2015 SUFFICIENCY REPORT

03/12/2015

24 FALL RIVER

County Owner	Structure Number	S.D. Structure Type	Location	Oper Stat	Year Built	English Units		Fed Suff	Cand	Last NBI Insp Date	Insp Freq
						Bridge Width	NBIS Length				
24 FALL RIVER	2	24-360-143	X081	5.6W & 5.7N OELRICHS	A	1992	28.0	97.3	99.9	04/09/2014	24
35 Bridges in 24 FALL RIVER County											

Project Needs List

[illegible]

FIVE-YEAR PROGRAMMED PROJECT LISTING

Project List

[illegible]

FIVE-YEAR PROGRAMMED PROJECT LISTING

FIVE-YEAR PROGRAMMED PROJECT LISTING

[illegible]

REVENUE SOURCES

Account Description	2016	2017	2018	2019	2020
Local Funds					
General Funds-property tax	249,740	249,740	249,740	249,740	249,740
Motor Vehicle Licenses	877,000	877,000	877,000	877,000	877,000
Wheel Tax	100,000	100,000	100,000	100,000	100,000
Intergovernmental Funds					
Township Services					
State Funds					
BIG - PE					
BIG - Construction					
STP Exchange Funds	223,659	223,659	223,659	223,659	223,659
Federal Funds					
TAP	0				
ER	0				
TOTAL					

Bridge Improvement
Grant

Fall River County AG Presentation

Presented by: Susie Simkins, CAA
Director of Equalization
Fall River & Big Horn Counties
November 2015

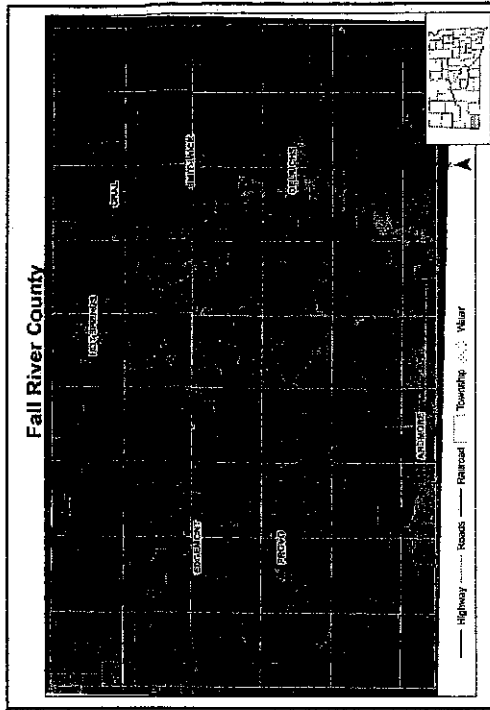
Compiled for:
Agricultural Land Assessment Implementation
And Oversight Advisory Task Force

Can you defend this?

Our responsibility is to have fair
and equitable assessments.

Fall River County Statistics

- Population - 7,094
- Total Sq Miles - 1,743
- Total Acres - 1,115,584

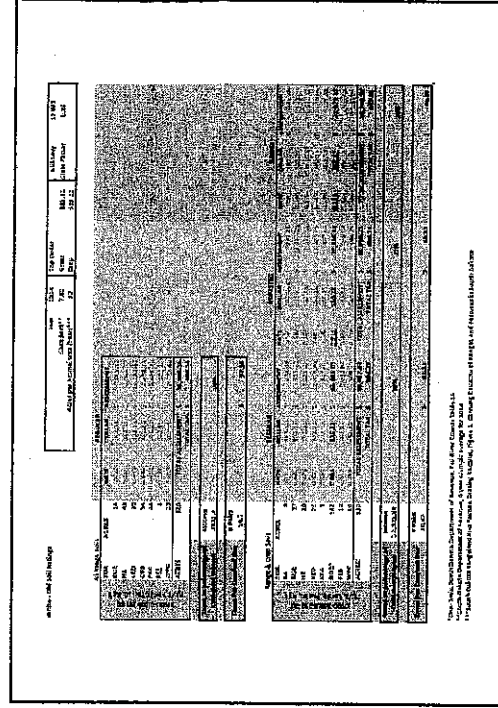
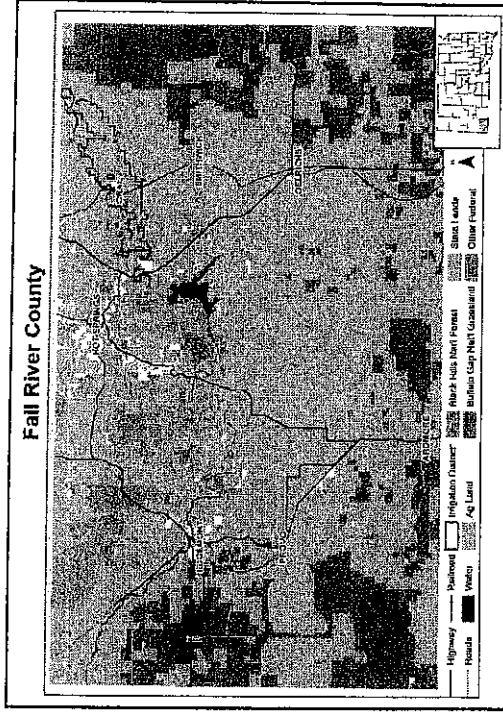


Fall River County Statistics

- Assessed AG Land - 783,422 Acres 70.2%
- NA Land - 30,894 Acres 2.8%
- Exempt Govt Lands - 296,949 Acres 26.6%
- Unassessed - 4,319 Acres 0.4%

Today's Examples

- Data used was from 2014
 - Top Dollars (Crop & Grass)
 - Taxes (Mill Levy & State Factor)
 - Cash Rent (8 year Olympic Average)
- These are not hypothetical parcels
 - Mr. White's property will be used for the main presentation
 - Mr. Frahm's property is included for reference



Defining Adjustments

- What we are **NOT** talking about:
 - A portion of a crop field that has an issue causing it to grow poorly
 - Land that has been cropped sporadically over the last twenty years
- What we **ARE** talking about:
 - Land that cannot, for physical reasons, be used to produce crops

Terms

- We will be using some term interchangeably during this presentation:
 - Range or Grass
 - Range Rating or Grass Rating
 - Range Dollar or Grass Dollar
 - Range Soils or Grass Soils
 - Stocking Rate or Carrying Capacity
 - Soil Type or Map Unit

Percentage of Difference Formula

- Take the difference of two numbers and divide by the average

- Example: 686.21 and 400.54

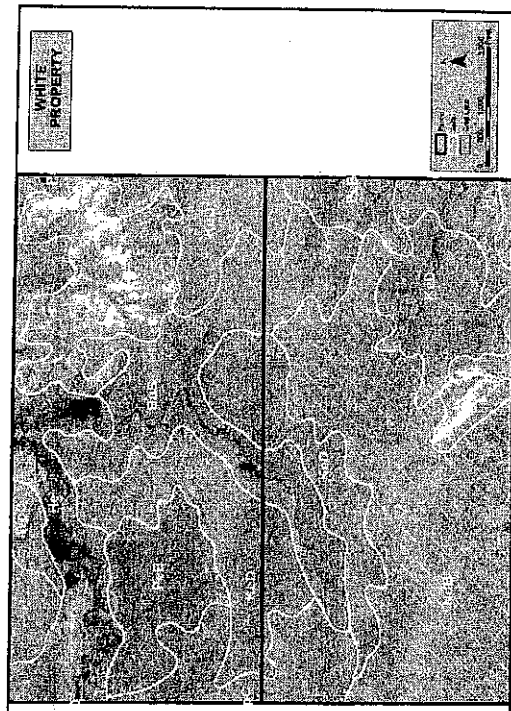
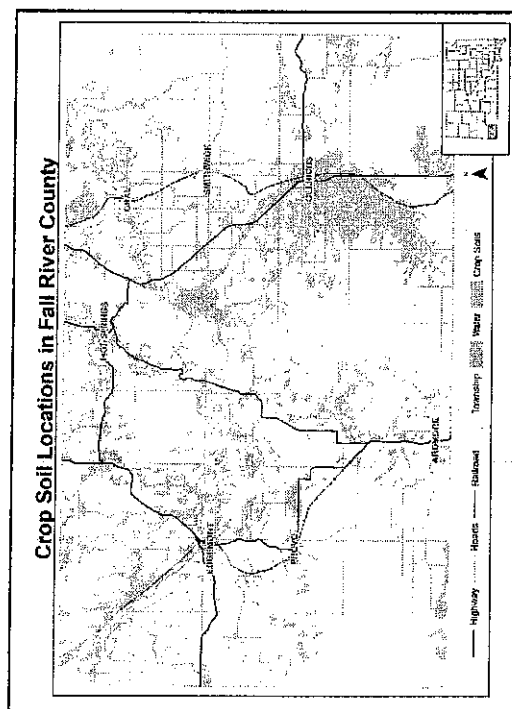
- Difference = 285.67

- Average = 543.37

$$\frac{285.67}{543.37} = 0.5257 \text{ or } 53\%$$

We must be Fair and Equitable

- #1 Cash Rent (Income) vs. Taxes
- #2 Carrying capacity
- #3 Soil Survey Dry Weight Productivity
- #4 Reverse Math Logic



Where do these numbers come from?

- Soil survey is issued by the USDA NRCS.
- Soil Table 1A that is compiled by the Dept of Revenue for each county.
- The Top Dollar comes from the AG productivity income data gathered each year.

of Acres \times Soil Rating \times Top Dollar - Assessed Value

of Acres x Soil Rating x Top Dollar = Assessed Value

All Range Soils				REGULAR	
SOIL	ACRES	RATE	DOLLAR	ASSESSMENT	
BUB	54	302.11	16,311.54	15,017.72	
HE	49	302.11	14,803.39	13,745.46	
KED	90	302.11	27,189.90	25,215.96	
ORE	54	302.11	16,311.54	15,017.72	
PEB	46	302.11	13,897.06	12,801.56	
PSE	4	302.11	1,208.44	1,117.64	
WPC	23	302.11	6,948.53	6,458.53	
ACRES:	320				
			TOTAL ASSESSMENT \$	\$3,990.58	
			TOTAL TAX \$	\$400.54	

HOW TO ADJUST

ADJUSTING SINGLE SOIL

EXAMPLE: You have a crop rated soil that needs to be adjusted due to excessive stoniness. You want to adjust the non-crop rating (will start with the crop dollar value and the crop rating).

Simplified Formula	
Dept. of Revenue	You arrive at the same result, by taking the
Crop rating = .875	Crop Dollar x grass rating = adjusted soil value
non-crop rating = .462	5900 x 0.462 = \$415.80
0.462 = 0.538	
1 - .578 = 0.422	
Apply downward adjustment of 47.2% for that soil.	(Add back amount proportionate to the UCR formula equivalent to the simplified formula is demonstrated in Appendix A0.)
Crop top dollar of \$900	
Crop rating of .875	
900 x .875 = \$787.50 (initial soil value)	
Less 47.2% (.78750 x 47.2% = 371.70)	
\$787.50 - 371.70 = \$415.80	
(Dollar value applied to the acres for this soil)	

All Range Soils				REGULAR	
SOIL	ACRES	RATE	DOLLAR	ASSESSMENT	
BUB	54	302.11	16,311.54	15,017.72	
HE	49	302.11	14,803.39	13,745.46	
KED	90	302.11	27,189.90	25,215.96	
ORE	54	302.11	16,311.54	15,017.72	
PEB	46	302.11	13,897.06	12,801.56	
PSE	4	302.11	1,208.44	1,117.64	
WPC	23	302.11	6,948.53	6,458.53	
ACRES:	320				
			TOTAL ASSESSMENT \$	\$3,990.58	
			TOTAL TAX \$	\$400.54	

ADJUSTED	
RATE	ASSESSMENT
0.1	\$ 241.69
0.432	\$ 5,527.63
0.469	\$ 1,021.13
0.487	\$ 11,475.95
0.538	\$ 487.61
0.511	\$ 38,836.63
0.481	\$ 1,038.64
0.399	\$ 2,159.75
TOTAL ASSESSMENT \$	\$1,659.23
TOTAL TAX \$	\$686.21

How would Mr. White's S1/2 look if it was valued strictly as rangeland?

We would use the following formula:

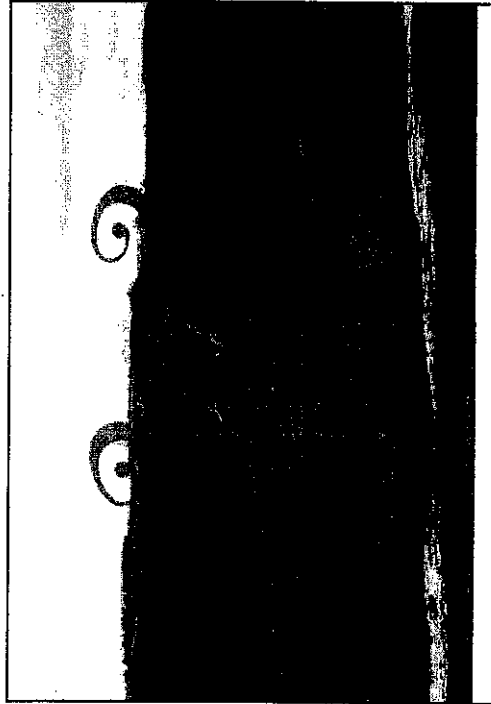
$$\text{Gross rating} \times \text{Gross dollar} = \text{Assessed Value}$$

RATE	RANGE		ASSESSMENT
	DOLLAR		
0.1	502.11	\$	241.85
0.442	502.11	\$	2,382.83
0.511	502.11	\$	1,821.15
0.467	502.11	\$	30,475.95
0.538	502.11	\$	2,077.61
0.511	502.11	\$	21,921.71
0.462	502.11	\$	3,038.64
0.536	502.11	\$	3,169.72
TOTAL ASSESSMENT			\$ 66,744.30
TOTAL TAX			\$ 497.96



As Rangeland

- Using:
 - olympic average cash rent
 - Regional carrying capacity
- Comparison of tax burden to productivity income.



Calculating Cash Rent Income

$$\text{Cash Rent} \times \text{Acres} = \text{Gross Income}$$

All Range Soils	
SOIL	ACRES
BUB	54
HE	49
KED	50
ORE	54
PER	46
PSE	4
WPC	23
ACRES	320
N.E. 1/4 Sec. 18, T10N, R10E	
17000-01000-241.00	
TRACT TOTAL RENTABLE ACRES	
2571.6	
# Poles	
10.7	
Tracts Per Cash Rent	

Calculating Cash Rent Income

$$\text{Cash Rent} \times \text{Acres} = \text{Gross Income}$$

$$\$7.88 \times 320 = \$2,521.60$$

All Range Soils	
SOIL	ACRES
BUB	54
HE	49
KED	50
ORE	54
PER	46
PSE	4
WPC	23
ACRES	320
N.E. 1/4 Sec. 18, T10N, R10E	
17000-01000-241.00	
TRACT TOTAL RENTABLE ACRES	
2571.6	
# Poles	
10.7	
Tracts Per Cash Rent	

Cash Rent Data for 2014

All Range Soils	
SOIL	ACRES
BUB	54
HE	49
KED	50
ORE	54
PER	46
PSE	4
WPC	23
ACRES	320
N.E. 1/4 Sec. 18, T10N, R10E	
17000-01000-241.00	
TRACT TOTAL RENTABLE ACRES	
2571.6	
# Poles	
10.7	
Tracts Per Cash Rent	

All Range Soils	
SOIL	ACRES
BUB	54
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ACRES	320
N.E. 1/4 Sec. 18, T10N, R10E	
17000-01000-241.00	
TRACT TOTAL RENTABLE ACRES	
2571.6	
# Poles	
10.7	
Tracts Per Cash Rent	

What is an acceptable tax amount to income ratio?

Actual Production

We have just looked at the North 1/2 and South 1/2 using the same regional cash rent and stocking rates but...

these two parcels are different.

So now, let's look at what the actual grass production of these parcels would be based on their soil types.

Actual Production

Soil	Classification	Dry Weight Production (lb/acre)
Bc	Range	3,200
TaA	Crop	2,500
Ha	Crop	2,500
Ga	Range	2,500
SdA	Crop	2,200
MbA	Crop	2,000
KyA	Range	1,900
Eac	Range	1,400

The NRCS soil survey gives a **dry weight production amount** for each soil type.

Actual Production

Soil	Classification	Dry Weight Production (lb/acre)
Bc	Range	3,200
TaA	Crop	2,500
Ha	Crop	2,500
Ga	Range	2,500
SdA	Crop	2,200
MbA	Crop	2,000
KyA	Range	1,900
Eac	Range	1,400

Crop soils are **NOT** super soils.

In fact they produce similarly to many of the range soils.

Comparing Difference in Production to Rating

Soil	Classification	Dry Weight Production (lb/acre)	Rating (Grass)
Bc	Range	3,200	0.318
TaA	Crop	2,500	0.602
Ha	Crop	2,500	0.602
Ga	Range	2,500	0.602
SdA	Crop	2,200	0.602
MbA	Crop	2,000	0.602
KyA	Range	1,900	0.602
Eac	Range	1,400	0.318

1400 lbs to 2500 lbs – difference of 56%

Difference in Rangeland Production

0.318 to 0.602 – difference of 62%

Difference in Grass Rating

Comparison

0.318 to 0.602 - difference of 62% Difference Grass Rating EaC to HA

Rating	Dollar	Acres	Assessment
0.318	302.11	1	\$ 96.07
0.602	302.11	1	\$ 181.87

\$96.07 to \$181.87 - difference of 62% Difference in Assessments

Comparison

0.318 to 0.602 - difference of 62% Difference Grass Rating EaC to HA

Rating	Dollar	Acres	Assessment
0.318	302.11	1	\$ 96.07
0.602	535.22	1	\$ 322.20

\$96.07 to \$322.20 - difference of 108% Difference in Assessments

Adjusted

Rating	Dollar	Acres	Assessment
0.318	302.11	1	\$ 96.07
0.602	535.22	1	\$ 322.20

\$96.07 to \$322.20 - difference of 108% Difference in Assessments

Rangeland

Rating	Dollar	Acres	Assessment
0.318	302.11	1	\$ 96.07
0.602	302.11	1	\$ 181.87

\$96.07 to \$181.87 - difference of 62% Difference in Assessments

1400 lbs to 2500 lbs - difference of 56% Difference in Rangeland Production

Actual Production

Soil	Classification	Dry Weight Production (lb/acre)
Bc	Range	3,200
TaA	Crop	2,500
Ho	Crop	2,500
Ga	Range	2,500
Sdb	Crop	2,200
MbA	Crop	2,000
KyA	Range	1,900
Eac	Range	1,400

The NRCS soil survey gives a dry weight production amount for each soil type.

Actual Productivity

- Mr. White's North 1/2 Parcel:
 - Calculated Dry Weight Production for entire parcel:
 - 583,100 lbs
- Mr. White's South 1/2 Parcel:
 - Calculated Dry Weight Production for entire parcel:
 - 661,300 lbs

This is a difference of 13%

All Range Soils		REGULAR	
320	ACRES	TOTAL ASSESSMENT	\$ 35,996.34
		TOTAL TAX	\$ 400.54
Range & Crop Soils		REGULAR	
320	ACRES	TOTAL ASSESSMENT	\$ 89,467.67
		TOTAL TAX	\$ 994.76
		ADJUSTED	
		TOTAL ASSESSMENT	\$ 41,648.23
		TOTAL TAX	\$ 471.31

This is a difference of 53%

If the production difference is 13% why do we have an assessment difference of 53%?

Taxed by Productivity

- If we are taxing people based on their productivity:
 - What do the taxes we have implemented on Mr. White's south parcel say about the carrying capacity rate he should have?

Taxing by Productivity

- If assessed value directly correlates to productivity
- Then, when the assessment doubles it indicates that the productivity must have doubled

Field A

\$10,000
100 bushels/acre

Field B

\$20,000
200 bushels/acre

Reversing the Math

- If Mr. White's North Parcel can produce:
— 10.7 cow-calf pairs
- According to current adjustment the South Parcel should be producing:
— 18.3 cow-calf pairs
- Dry Weights Production determines South Parcel would actually produce:
— 12.1 cow-calf pairs

Reversing the Math

- If Mr. White's North Parcel needs:
— 30 acres per cow-calf pair
- According to current adjustment the South Parcel should only need:
— 17 acres per cow-calf pair
- Dry Weights Production determines South Parcel would actually need:
— 26.5 acres per cow-calf pair

Figure 1. Carrying Capacity of Ranges and Pastures in South Dakota.

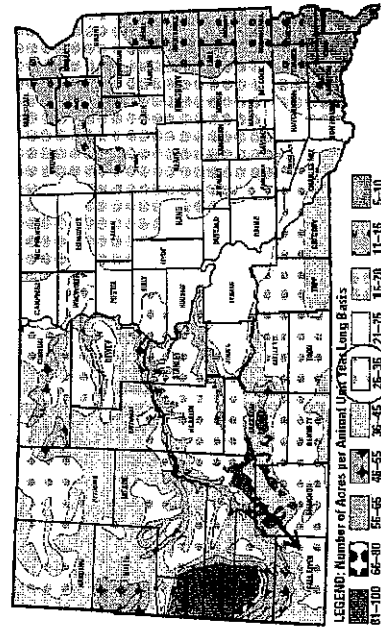


Figure 1. Taken from the South Dakota Rangeland and Pasture Grazing Records produced by SDSU (EC234)

Which adjustment Method is the most fair and equitable?

- | | |
|--|---|
| • Current Guideline Adjustment Formula
53% difference | • Proposed Rangeland Adjustment Formula
22% difference |
|--|---|

Actual Difference in Productivity
13% difference

In Conclusion

- We have proven that the rangeland adjustment formula more closely corresponds with actual production.

Rangeland Adjustment Formula:

Grass rating x Grass dollar = Assessed Value

DOUBLE ADJUSTMENT – not an allowable adjustment

The “double adjustment” is when an adjustment is made to a crop rated soil using the non-crop rating AND the non-crop dollar value.

If the purpose for the adjustment was to value the land at its true income potential, which was determined to be range land, why would we apply the crop productivity dollar amount to an adjusted soil that we are trying to get to a grass productivity value?

Fall River County Top Dollar Difference

	2010	2011	2012	2013	2014	2015
Grass	255.99	258.04	272.09	288.06	302.11	318.07
Crop	291.62	311.4	342.54	428.18	535.22	642.27
Difference	33%	19%	23%	39%	56%	68%
						85%



Fix the Guidelines

- If the adjustment formula is not fixed ... new legislation will not help.
- If the adjustment formula is not fixed... new soil tables will not help
- New soil tables and new legislation may be needed, but without fixing the guidelines they will not achieve the desired results

Adjustment Formula

- The adjustment formula does not exist in legislation, administrative rules, or policy.
- This formula exists only in the Department of Revenue Guideline.
- This change to the guidelines could easily be made.

Are We Being Fair & Equal?

- It is important to have an adjustment formula that makes sense. So that...
 - DOE directors can defend their values
 - All counties are using the same method for their adjustments and achieving fair and equal assessments.

FALL RIVER COUNTY RESOLUTION #2015-28
Contingency Transfers 2015, #4

WHEREAS, SDCL 7-21-32.2 provides that the Board of County Commissioners may adopt a transfer appropriation from the contingency budget to other appropriations, which are insufficient, a contingency transfer shall be approved and adopted as follows to the General Fund: Court Reporters \$2,065.00; Court Appointed Attorney Fees \$5,930.00; Jail Transport Salaries \$5,840.00; Jail Nurse Contract \$8,000.00; Jail Prisoners Board \$10,415.00; Coroner Autopsies \$2,140.00; Mental Illness Board \$400.00.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners to adopt the Contingency Transfer #4 for 2015.

Dated at Fall River County, South Dakota this 3rd day of November, 2015.

Deborah Russell, Chair
Fall River County Board of Commissioners

ATTEST:

Sue Ganje, Fall River County Auditor

**Fall River County, Hot Springs School District and the City of Hot Springs Agreement for a
School Resource Officer**

This agreement is made and entered into the ____ day of _____, 2015 by the Hot Springs School District 23-2 of South Dakota (referred herein as 'District', Fall River County, a political subdivision of the State of South Dakota (referred herein as 'County', and the City of Hot Springs, a South Dakota municipal corporation (referred herein as 'City'), for the purpose of establishing a School Resource Officer (referred to herein as 'SRO' program in the public school system in the City of Hot Springs. In consideration of the terms and conditions set forth herein, the parties agree as follows:

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Article I

PURPOSE: The purpose of this agreement is for the City of Hot Springs to provide contract services in the form of an SRO to the District. The services provided include law enforcement and related services as described in this agreement.

Article II

OBLIGATION OF THE CITY. The City shall provide an SRO police officer as follows:

- A. Provision of an SRO: The City shall assign one (1) regularly employed officer to provide law enforcement services to the following locations within the City of Hot Springs: High School, Middle School and Elementary School. In addition the SRO may provide law enforcement coverage to other school areas upon request of the Superintendent.

Although generally assigned to the above named schools, the SRO may provide coverage to other areas surrounding the principle campuses identified. The services provided by the SRO are in addition to normal police services already provided by the City.

B. Selection of an SRO: The Chief of Police, with input from the District and County Sheriff, shall choose the SRO to be assigned on the basis of the following criteria:

- a. The SRO must have the ability to deal effectively with a diverse student population.
- b. The SRO must have the ability to present a positive image and symbol of the entire police agency. A goal of the SRO program is to foster a positive image of police officers among young people. Therefore, the personality, grooming, and communication skills of the SRO should be of such nature so that a positive image of the police agency is reflected. The SRO should sincerely want to work with staff and students of the particular school in which the SRO is assigned.
- c. The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education background, background experience, interest level, and communication skills of the SRO must be of a high caliber so that the SRO can effectively and accurately provide resource-teaching services.
- d. The SRO must have the desire and ability to work cooperatively with the School District Superintendent, school principals and other building administrative staff and employees.
- e. The SRO must be a state certified law enforcement officer.

C. Regular School Duty: The SRO must be available for regular school duty on a full-time basis of no less than eight (8) hours on those days or during those hours that school is in session. This assignment does not prohibit the SRO from participating in emergency response or to fulfill training requirements as determined to exist by the Chief of Police or designee.

D. Duties of SRO: While on duty, the SRO shall perform the following duties:

- a. Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics mutually agreed to by the Chief of Police or designee and principal(s) or designee.
- b. Act as a resource person in the area of law enforcement education.

- c. Conduct criminal investigations of violations of the law on school district property or property immediately surrounding the school district property as assigned by the City of Hot Springs Police Department.
- d. Provide law enforcement input into school based security, including teaching of school district safety personnel.
- e. Review fencing and security systems.
- f. Maintain the peace on school district property.
- g. Make arrests and referrals of criminal law violators.
- h. Provide police counseling to students when requested by principal(s) or designee and student and mutually agreed to by all parties.
- i. Secure, handle, and preserve evidence.
- j. Recover school district property through working with other law enforcement agencies.
- k. Make referrals to social agencies as appropriate.
- l. Wear official police uniform which shall be provided at the expense of the City, however, civilian attire may be worn on such occasions as may be mutually agreed upon by the principal and Chief of Police.
- m. Perform such other duties as mutually agreed upon by the principal(s) and Chief of Police or designee, so long as the performance of such duties are legitimately and reasonably related to the SRO program as described in this agreement, and so long as such duties are consistent with the state and federal law and the police and procedures of the City of Hot Springs Police Department and the Hot Springs School District.
- n. Follow and conform to all school district policies and procedures that do not conflict with policies and procedures of the Hot Springs Police Department
- o. Follow all state and federal laws.
- p. Maintain a "quarterly activities report" or such other report regarding SRO activities as may be required by the District, County, and the City.

- q. Coordinate with other area youth service providers to ensure consistence and continuity of all services.
- r. Attend all City of Hot Springs Police Department mandated training as required to maintain law enforcement qualifications and certifications.

E. Support Services to be Provided by the City of Hot Springs Police Department: The Police Department and the SRO will supply the following services:

- a. Provide information on all offense reports taken by the SRO to the school principal or designee, upon request, as the law may allow.
- b. To receive and dispatch via telephone, walk-in, radio, district radio frequency, and/or pager.
- c. Maintain and file uniform crime reporting (UCR) records according to law
- d. Process all police reports.
- e. Provide coordination, development, implementation, and evaluation of security programs in the school assigned.
- f. Provide SRO with a patrol automobile as required and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this agreement shall be borne by the City.
- g. Maintain copies of reports generated by officers in compliance with state and federal law.
- h. Coordinate with school administrators, staff, law enforcement agencies, and the courts to promote order on the school campuses.
- i. Make presentations to civic groups.
- j. Maintain criminal justice standards required by law.
- k. Coordinate and participate with the school safety committee.
- l. Coordinate crime prevention activities at the assigned school locations.
- m. Provide security training for selected District personnel.

Article III

The parties agree the responsibility for the administration of student discipline shall be the duty of the District, unless the offense warrants legal disciplinary measures.

Article IV

The SRO shall be an employee of the City and not an employee of the District or County. The City shall be responsible for the hiring, training, discipline, and dismissal of its personnel.

Article V

In consideration of the services provided herein, the District's contribution shall be based on the following equation: $\frac{1}{3}$ of the City of Hot Springs rate for a School Resource Officer, paid annually to the City in one lump sum by no later than August 1st of each year for the ensuing year of service.

In consideration of the services provided herein, the County's contribution shall be based on the following equation: $\frac{1}{3}$ of the City of Hot Springs rate for a School Resource Officer, paid annually to the City in one lump sum by February 1st of each year for the ensuing year of service.

In consideration of the services provided herein, the City's contribution shall be based on the following equation: $\frac{1}{3}$ of the City of Hot Springs rate for a School Resource Officer

Article VI

The parties, their agents, and employees will cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties in questions will be resolved by negotiations between the Superintendent/designee of the District, the Sheriff/designee of the County and the Chief of

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Police/designee of the City. The designated representatives will meet at least annually, or as needed to resolve potential conflicts.

Article VII

Changes in the terms of this agreement may be accomplished only by formal amendment in writing approval by the District, County and City.

Article VIII

To dismiss an SRO from the duties described in this agreement, the Superintendent or designee shall communicate in writing to the County and City a request to change the SRO. The District will outline reasons for the requested change. Absent agreement by the parties to resolve a change in the SRO, the SRO shall be changed within fourteen (14) days of the request.

Article IX

The term of this agreement shall be for five (5) years commencing July 1, 2015 and ending June 30, 2020. The District shall receive the SRO services described in Article II for the full term of this agreement.

Article X

Notwithstanding this agreement, the District shall receive all normal police services and all neighborhood resource officer services in addition to the services described in this agreement.

Article XI

The District shall provide the SRO, in each school to which the SRO is assigned, the following materials and facilities necessary to perform the duties by the SRO, enumerated herein:

- a. Access to a private office which is properly lighted, with a dedicated telephone to be used for general business purposes
- b. Location of files and records which can be properly locked and secured
- c. A desk with drawers, a chair, working table, filing cabinet and necessary office supplies

Article XII

The District, County and City will collaborate on identifying and accessing funding sources for the SRO program that include, but are not limited to, state and federal grants.

Article XIII

INDEMNIFICATION. The City shall indemnify and hold harmless the School District and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reasons of arising out of any act or omission of the City, its officers, agents and employees, or any of them, in the performance of this Agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against the School District, the City shall defend the same at its sole cost and expense; provided, that the School District reserves the right to participate in such suit if any principle of government or public laws is at issue. If final judgment be rendered against the School District and its officers, agents and employees, or any of them, or jointly against the School District and the City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

In executing this Agreement, the City and County do not assume liability or responsibility for or in any way release the school District from any liability or responsibility which arises in whole or in part from the existence or effect of School District policies, procedures, rules or regulations. If any cause, claim suit, action or administrative proceeding is commenced in which the

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enforceability and/or validity of any such School District policy, procedure, rule or regulation is principally at issue, the School District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the School District, the County, or the City, or any combination of the three, the School District shall satisfy the same, including all chargeable costs and attorney's fees.

The School District shall indemnify and hold harmless the City and County and their officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of the District, its officers, agents and employees, any of them, in the performance of this Agreement. In the event that any suit based on such a claim, action, loss or damage is brought against the City or County, the School District shall defend the same at the sole costs and expense; provided that the City and/or County retains the right to participate in said suit if any principle of government law is at issue; and if final judgment be rendered against the City, County, and the School District and their perspective officers, agents and employees, or any of them, the School District shall satisfy the same.

Article XIV

TERMINATION: This agreement may be terminated by any party upon thirty (30) days written notice that the other party/parties failed to substantially perform in accordance with the terms and conditions of this agreement through no fault of the party initiating termination. Any party, upon 90 days written notice, may also terminate this agreement without cause. In the event this agreement is terminated, compensation will be made to the City for all services performed to the date of termination. The District and/or County will be entitled to a prorated refund in accordance with the formulas contained in Article IX for each day that the SRO services are not provided because of termination of this agreement.

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DATED this _____ day of _____, 2015.

Danielle Root

Superintendent, Hot Springs School District

President of the School Board, Hot Springs School District

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Chairman, Board of Fall River County Commissioners

Attest:

Auditor, Fall River County

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Cindy Donnell

Mayor, City of Hot Springs

Attest: Misty Summers-Walton
Finance Officer, City of Hot Springs

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U.S. Department of the Interior

Press Releases

Share

Secretary Jewell Announces \$405 Million in PILT Payments to Support Vital Services in Rural Communities

OFFICE OF THE SECRETARY

Underscores importance of President's call to extend mandatory, full funding for PILT program that supports firefighters, police, school and road construction

6/25/2015

Last edited 8/31/2015

WASHINGTON, DC - As Part of the Obama Administration's commitment to rural communities, Secretary of the Interior Sally Jewell today announced that about 1,900 local

governments around the country are receiving a total of nearly \$405 million under the 2015 Payments in Lieu of Taxes (PILT) program.

A full list of funding by State and county is available at <https://www.doi.gov/pilt>.

"Rural communities across the country contribute significantly to our nation's economy, food and energy supply, and help define the character of our diverse and beautiful country," Secretary Jewell said. "President Obama has made job creation and opportunity in rural areas a top priority for his Administration and has fought for continuing the PILT program, which is a lifeline for many local communities."

PILT program eligibility is reserved for local governments (mostly rural counties) that contain non-taxable federal lands and provide vital services, such as public safety, housing, social services and transportation. These jurisdictions provide significant support for national parks, wildlife refuges and recreation areas throughout the year. PILT seeks to compensate them for their support and foregoing tax revenue from these federal lands.

Congress appropriated \$404.6 million for payments to counties for the 2015 program. The President's fiscal year 2016 budget proposes to extend mandatory full funding at \$452 million for the program for another year while a sustainable long-term funding solution is developed for the PILT program.

"PILT payments are critical for maintaining essential public services, such as firefighting and police protection, construction of public schools and roads, and search and rescue operations," said Jewell. "President Obama has proposed to fully fund the PILT program, and we encourage Congress to take the required action to make sure this important program continues."

The Interior Department collects about \$14 billion in revenue annually from commercial activities on federal lands, such as oil and gas leasing, livestock grazing and timber harvesting. A portion of these revenues is shared with states and counties in the form of revenue-sharing payments. The balance is deposited in the U.S. Treasury, which in turn pays for a broad array of federal activities, including PILT funding to counties.

Using a formula provided by statute, the annual PILT payments to local governments are

computed based on the number of acres of federal entitlement land within each county or jurisdiction and the population of that county or jurisdiction. The lands include the National Forest and National Park Systems; lands in the U.S. Fish and Wildlife Refuge System reserved from the public domain; areas managed by Bureau of Land Management; those affected by U.S. Army Corps of Engineers and Bureau of Reclamation water resource development projects; and others.

Individual county payments may vary from the prior year as a result of changes in acreage data, which is updated yearly by the federal agency administering the land, prior year Federal Revenue Sharing payments reported yearly by the Governor of each State, and population data, which is updated using data from the U.S. Census Bureau. Federal Revenue Sharing payments are made to local governments under programs other than PILT during the previous fiscal year, including the Refuge Revenue Sharing Fund, the National Forest Fund and the Secure Rural Schools and Community Self-Determination Act of 2000, among others.

By statute, the per acre and population variables used in the formula to compute payment amounts are subject to annual inflationary adjustments using the Consumer Price Index. The requirement for annual inflationary adjustments to the per acre and population variables was included in the 1994 amendments to the PILT Act. For purposes of calculating the 2015 payment, the 2014 per acre amounts are adjusted from \$2.58 per acre and \$0.36 per acre to \$2.62 and \$0.37 per acre, and the population variables are adjusted from \$69.59 - \$173.97 to \$70.67 - \$176.67 per capita.

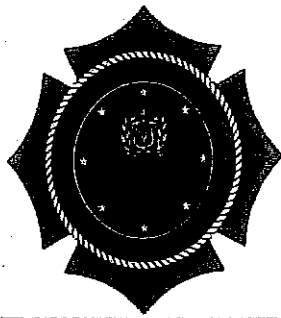
PRESS RELEASE

Fall River Savings ▼

XXXXXX2259: Current Business Day Transactions as of 11/02/2015 2:47 PM

Date	Transaction Number	Description	Debit	Credit	Balance
11/02/2015		MISC PAY DOI TREAS 310		54,140.00	616,481.45
		RMR*IV*02PILT0070304945*PI*54140.00\			
Total:			(0) 0.00	(1) 54,140.00	

Export Format: Comma Separated File [.CSV] ▼



Fall River County

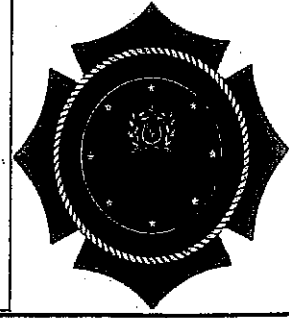
Office of Emergency Management
906 N. River Street
Hot Springs SD 57747

Franklin W. Maynard
frem@gwtc.net

605-745-7562

cell 890-7245

fax 605-745-6835



Date: November 3, 2015

Subj: Commission Update

Emergency Management:

1. **Mutual Aid Agreement:** A corrected copy of the agreement has been provided by the City of Hot Springs, and at the October 20th meeting, the Chairman was authorized to sign the agreement. (Attached)
2. **Homeland Security Grant:** Fall River County has received tentative approval for the following items:
 - a. Sheriff's Office: Six (6) Thermal Imaging Units \$22,500.00
 - b. Fall River Co.: Access Control System \$20,469.96
 - c. Emergency Mgmt: UTV (side by side) \$17,600.00

The county will receive the official agreement later this month for the above items. The county will have six (6) months to complete the project/purchases.

3. **Non District Land:** The Commission discussed this issue at the October 6th regular meeting. I am recommending the three fire departments (Smithwick, Oral & Buffalo Gap) have a joint meeting to discuss the fire coverage of this land and notify the commission and auditor of their decision.

Handwritten signature of Franklin W. Maynard in cursive.

Franklin W. Maynard, CFM & CEM
Fall River County Emergency Management
Past President of the SDEMA

Mutual Aid Agreement between Fall River County and the City of Hot Springs

This agreement, by and between Fall River County and the City of Hot Springs, in accordance with:

South Dakota Codified Law 34-48 concerning Emergency Management in the State of South Dakota.

South Dakota Codified Law 34-48-2, specifically allowing the forming of mutual aid agreements.

WHEREAS, it is to the mutual advantage and benefit of the parties hereto that each agree to render supplemental assistance in the event of a natural, a man-made or technological emergency or disaster. In such case, that the magnitude is such or has the potential to develop beyond the control or capabilities of either entity therefore requires the assistance of the other entity.

NOW, THEREFORE, the parties have in official session approved and agree to the following stipulations:

1. In the event of an emergency or disaster, which cannot be met with the resources of the contracting party, the other contracting governmental party agrees, upon request, to furnish aid as requested to the entity requesting the resource. The extent of aid to be provided under this agreement shall be determined solely by the entity furnishing such aid. It is further understood that the aid provided may be recalled at the discretion of the furnishing entity.
2. A recognized official, i.e. Emergency Manager, Elected Official, Department Head or their designee, may request mutual aid verbally. The verbal request, if requested, shall be followed by an official written request from the requesting governmental elected board within thirty days. The official request should as much as possible detail the specific resources requested, type of use, regular or standby, and the approximate length of the time the aid will be needed.
3. Personnel who are provided will work if at all possible under their own supervisors, and equipment furnished will be operated by the personnel of the agency furnishing the equipment. Overall supervision of the work will be given by officially recognized personnel from the receiving entity. In the event equipment is sent without operators, strict accountability will be maintained and the receiving official will be responsible for supervision and the safe return of equipment.
4. Parties to this agreement agree to pay compensation, if agreed upon at the time of the request to the other party for services rendered hereunder. The receiving party shall pay all fuel, lubricants, oil, incidental repairs and wages for the operators (regular, overtime and benefits). Equipment operating shall be reimbursed as outlined in FEMA reimbursement policies, including type, kind, use and length of use. The FEMA reimbursement may be superseded by a mutually agreed upon rate.
5. This agreement is intended to cover day-to-day mutual aid only and has no effect in the cases of other mutual aid agreements such as those made by fire agencies and in a general state of extreme emergency.
6. Each entity hereto agree that it shall maintain reasonable and prudent diligence in keeping emergency equipment in its possession and agrees that this agreement does not relieve any

entity from the necessity and obligation of providing adequate resources within their own respective area.

7. The invoking of this agreement shall only occur when the official designated by the governing board has deemed it necessary to declare an emergency. The official will request assistance because all normal resources have been exhausted.
8. Any services performed or expenditures made in connection with furnishing mutual aid under this agreement by any party shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of such party. Any liabilities incurred as a direct result of support of a receiving government shall be borne by the receiving government including damage and/or loss of equipment. Damage compensation to prove such damage was incident specific shall be the responsibility of the party submitting the bills.
9. Either entity to this agreement may withdraw at any time, upon thirty (30) day written notice. The option to request compensation is solely left with the government entity providing the assistance.

IN WITNESS THEREOF, this agreement shall be executed on the day and year below written by the parties hereto through their respective governing board. This agreement shall be valid for five (5) years from the date of signature.

Signed this _____ day of _____, 20____:

Mayor, City of Hot Springs

Chairman, Fall River County Commission