

***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  
Second Floor Courtroom  
Tuesday, February 21, 2017**

- 8:00 Commission review of bills  
8:55 Commissioner photo for '17-'18 SD Counties Directory  
9:00 Call Meeting to Order  
Pledge of Allegiance  
Conflict Of Interest Items for Board Members  
Action Items for Consideration:  
\*Agenda  
\*Minutes of February 7, January 17, 2017  
\*Medical County assistance, death expense applications; CP2107-03  
\*Review SDCL 10-11-66, Deadline to join consolidated board, 2<sup>nd</sup> Tuesday in Nov prior to Equalization Boards  
(Move any unfinished business to the end of the meeting if needed)
- 9:10 Commissioner Nabholz – Discuss agenda cut off time; Missed emails  
9:20 Lyle Jensen, Bldg Supv, Frank Maynard, EM – Discuss upcoming sale of old HS Ambulance building; Possible action on appraisal of building  
9:30 Frank Maynard, EM – AED package, \$1,599.00; Homeland Security, Purchase update; Updates  
9:40 Jim Sword, State's Attorney – Copier contract  
9:50 Julie Tomlinson, Auditor's office Payroll and Payables – Review Special Pay Plan; SD Retirement Resolution  
10:00 Randy Seiler, Highway Superintendent – Propane quotes; Updates  
10:10 Approve Bills & Break  
10:15 Public Comment  
10:25 AFLAC, Carol Perry, Michael Warwick – Pre-tax on employee benefit deductions option  
10:40 Michelle Brock, Brian Scott, Battle Mtn Humane Society – Review Animal Ordinance; Possible appointment as Animal Control officers for FR County
- Executive Session as per SDCL 1-25-2 (1), personnel matters – Union Contract, possible approval, and (3), legal 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.

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10-11-66. Consolidated board of equalization authorized-- Membership. In lieu of the local board of equalization and county board of equalization established and governed pursuant to §§ 10-11-13 to 10-11-31, inclusive, the governing boards of any county, municipality, school, and township may agree by resolution to consolidate the local board of equalization with the county board of equalization no later than the second Tuesday of November. The resolution shall state the number of members from each governing board that will sit as a consolidated board of equalization. Membership of the consolidated board of equalization shall include members of school and municipal governing boards and the county commission. Membership of the consolidated board may also include members of township governing boards. All governmental responsibilities and expenses associated with equalization of property under the provisions of chapters 10-3 and 10-11 shall be shared as mutually agreed upon by the governing bodies. Governing bodies not exercising this option shall continue to hear appeals as prescribed in §§ 10-11-13 to 10-11-31, inclusive.

**Source:** SL 1996, ch 68, § 1.

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[Chapter 10-11](#)

2/15/17

Fall River County QUICK TAX STATEMENT

FOR PARCEL 75115-00000-02800

PARCEL OWNER WICK, ROLAND T & LINDA K

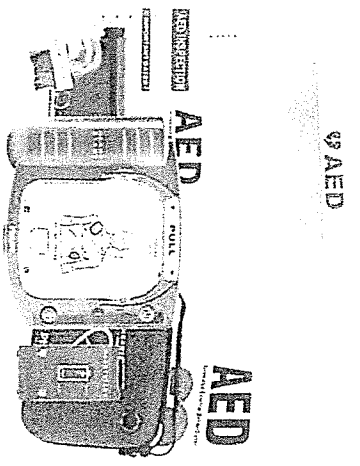
28023 CASCADE RD  
HOT SPRINGS SD 57747  
LEGAL DESC: BOULDER FALLS ADDN: LOT GC-28,  
SEC 22, TWP 7, RG 5 (.522 A)

TAXBILL#	TAX AMT	FEES DUE	NOW DUE	TOTAL DUE	PAID
2016 R07661	205.36	.00	102.68	205.36	
2015 R07610	171.46	.00	.00	.00	85.73
2014 R07563	278.46	.00	.00	.00	85.73
2013 R07272	695.16	.00	.00	.00	139.23
2012 R07189	698.52	.00	.00	.00	139.23
2011 R07129	1,177.12	.00	.00	.00	347.58
2010 R07067	1,223.72	.00	.00	.00	347.58
2009 R07025	1,235.62	.00	.00	.00	349.26
2008 R06970	1,190.42	.00	.00	.00	349.26
2007 R06944	1,287.06	.00	.00	.00	588.56
2006 R06889	1,219.24	.00	.00	.00	588.56
2005 R06822	1,201.96	.00	.00	.00	611.86
2004 R06756	1,108.46	.00	.00	.00	611.86
2003 R06683	1,222.28	.00	.00	.00	617.81
	<i>AVL 816 / yr</i>				617.81
PROPERTY TAX DUE			102.68	205.36	595.21
SUBTOTAL	12,914.84	.00			595.21
ADDL FEES NEXT MONTH:			.00		595.21

This is a good example of why we should be working at correcting the assessments at the golf course. Mr. Wick has paid \$12,900 in taxes over 14 years on his bare lot. Steve and Carla Simunek have paid \$12 (corrected for size, ext) on nearby lot 75115-00100-01316 over 14 years. How in the world have we equalized taxes when a neighboring landowner is paying ONE-THOUSAND-TIMES more in taxes on similar lots???

# February Special

**AED BUSINESS PACKAGE JUST \$1599!**



- Regular price is \$1799
- Includes Philips HeartStart OnSite AED, 8-year warranty, battery with warranty, adult SMART pads, user manual, quick reference card, wall cabinet with alarm, wall sign, carrying case, rescue kit, and inspection tag
- Includes installation, orientation and pad/battery management

Every minute counts. In a sudden cardiac arrest emergency! Sometimes CPR alone is not enough. Paramedics are fast, but not always fast enough. There is a cost to doing nothing. Be prepared!

3409 West Main St.  
Rapid City, SD 57702



Call: (800) 598-5630  
Email: [info@twilighfirstaid.com](mailto:info@twilighfirstaid.com)  
Click: [www.twilighfirstaid.com](http://www.twilighfirstaid.com)

# How Our Service Works

1. We're onsite when you need us, providing the highest quality of ANSI and OSHA approved products. Taking care of your employees and keeping them at work is stress-free!
2. Our highly professional sales representatives deliver your supplies, carefully checking expiration dates and replenishing low quantities.
3. We visit on a consistent schedule - weekly, monthly or another timeframe according to your needs and wishes.

Did you know we carry a wide array of first aid and safety supplies and equipment?

- First Aid Cabinets
- Eye-wash stations
- Work gloves
- Safety glasses
- Fall protection
- Head protection
- High visibility clothing
- Respirators
- Bro hazard supplies and more!



# Purchase Sales Order Agreement

Aberdeen Pierre Rapid City Sioux City  
 Sioux Falls Brookings Madison  
 TF: 800.529.1950 FAX: 605.335.3551  
[www.cbpic.biz](http://www.cbpic.biz)

Order Number \_\_\_\_\_

Date 2/10/2017

Account Number RC1650

Customer Segment \_\_\_\_\_ State \_\_\_\_\_

PHONE #: (605) 745-3866

Email: [frcsa@gwtc.net](mailto:frcsa@gwtc.net)

BILL TO: States Attorney

SHIP TO: States Attorney

906 North River Steet #301

906 North River Steet #301

Hot Springs, SD 57747

Hot Springs, SD 57747

Salesperson	Terms	Customer PO #	Order Date	Requested Delivery Date
Steve Cogdill	60		2/10/2017	

Quantity	Item #	Description	Unit Price	Amount
1	2552ci	Kyocera TASKalfa 2552ci Color MFP		
1	PP15	15 Amp Surge Protector		
1	855D200731	Copier Stand		
1	DP-7110	DP-7110 270 Sheet Dual Scan Document Processor		
1	FAX12	FAX12 Fax System 12		
1	512FLASH	Flash Drive for Backups		
1	1HZ0000950	PinPoint Scan 3		
1	TK-8347C	TK-8347C Cyan Toner 2552CI		
1	TK-8347K	TK-8347K Black Toner 2552CI		
1	TK-8347M	TK-8347M Magenta Toner 2552CI		
1	TK-8347Y	TK-8347Y Yellow Toner 2552CI		
Notes Lease amount of \$129.93 for 60 months			SUBTOTAL	
			SALES TAX (est)	
			TOTAL	

Lease Information		Software Support Agreement	
Lease Company	Leasing _____	Billing Cycle	_____
Lease Term	60 _____	Amount	_____
Lease Type (FMV or \$1)	FMV _____	BG Category	_____

The Customer agrees to purchase/lease the above listed equipment and/or software at the above listed amount. The Customer also acknowledges that he/she has read this agreement, understands and agrees to be bound by its terms, certify that he/she is authorized to sign and further agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposals oral or written and all other communications and prior agreements between the parties relating to the subject matter of this agreement. The terms of this agreement may not be amended, modified or rescinded except by a written instrument signed by both parties.

## ACCEPTANCE

CUSTOMER		DEALER	
Signature _____		Signature _____	
Printed Name _____		Printed Name _____	
Title _____		Date _____	
Date _____			



# Purchase Sales Order Agreement

The following terms and conditions shall apply to any equipment/software sold or maintenance services provided to Customer under this Agreement:

**1. Acceptance.** The product(s) will be deemed to have been accepted on the date of delivery.

**2. Title and Security Interest.** Century Business Products (CBP) shall retain title to the Equipment/Software listed on the previous page until purchase price is paid in full. Until title passes to Customer, CBP shall have a purchase money security interest in the Equipment/Software, including all additions and replacements thereto and the proceeds thereof, to secure performance of all such obligations of Customer. Customer shall keep the Equipment/Software in good order and repair/maintain until the purchase price has been paid in full and shall promptly pay all taxes and assessments upon the Equipment/Software or use of the Equipment/Software.

**3. Risk of Loss.** Risk of loss or damage to the Equipment/Software shall pass to Customer upon delivery of the Equipment/Software (regardless of whether the purchase price has been paid in full. Confiscation or destruction of, or damage to, the Equipment/Software shall not in any way effect the liability of Customer to pay the purchase price in full.

**4. Payment.** Customer agrees to pay the purchase price for the Equipment/Software listed on the reverse side. The purchase shall be due thirty (30) days from installation. There shall be added to the prices shown above and Customer agrees to pay the amount of any taxes resulting from this Agreement or any activities hereunder.

If the Customer fails to pay any charges when due and payable, Customer agrees that CBP will have the right and Customer will pay a late payment charge of 1.5% per month, but not in excess of the lawful maximum, on the unpaid balance.

**5. Cancellation.** Customer may, prior to the installation date requested in this agreement, cancel installation of any equipment/software, provided that CBP receives written notice at least thirty (30) days before such installation date.

**6. Termination.** CBP shall have the right to terminate this Agreement upon the occurrence of any one of the following:

a. Customer assigns this Agreement, or any of its rights hereunder, without the prior written consent of CBP, such consent not to be unreasonably withheld. The word 'assign' includes, without limiting the generality thereof, the transfer of a majority interest in Customer, or

b. Customer shall neglect or fail to perform or observe any of its existing or future obligations to CBP, including without limiting the generality thereof, the timely payment of any sums due CBP, or

c. If any assignment is made of Customer's business for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of its property, or if Customer is adjudicated as bankrupt, or

**7. Notices.** All notices given by either party to the other under this Agreement shall be in writing.

**8. Damages.** In no event shall CBP be liable for special, indirect or consequential damages in connection with or arising out of the furnishing, performance or use of any product covered by this agreement.

**9. Governing Law.** This contract shall be governed by and construed according to the laws of the State of South Dakota.

**10. Modifications.** This contract may not be modified or terminated orally, and no modifications or termination nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification, termination or waiver is sought to be enforced.

**11. Assignment.** This Agreement is not assignable by Customer without written permission from CBP, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties or obligations which arise under this Agreement without such permission shall be void.

**12. Miscellaneous.** This Agreement constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement, any prior course of dealing, custom or usage of trade or course of performance notwithstanding.

Customer represents that Customer is not relying on any oral or written representations or warranties not contained in this written Agreement. In the event Customer uses Customer's purchase order form in connection with the ordering of the Equipment/Software, such order will be governed by the terms of this Agreement and any provision of such order form which in any manner differs from or is in addition to the provisions of this Agreement shall be of no force or effect. CBP's acceptance of such order is expressly made conditional on Customer's assent to the terms of this Agreement. Any acknowledgments by Customer of this Agreement shall be limited to the terms of this Agreement, and any provision in such acknowledgment which in any manner differs from or is in addition to the provisions of this Agreement shall be of no force or effect.

All drawings, designs and techniques and improvements (whether patentable or unpatentable) made or conceived by CBP or its agents or employees in the fulfillment of this sales contract shall be the property of CBP and Customer agrees not to use for its own benefit or disclose to or use for the benefit of any other person any of such property.

Customer acknowledges that it has read this Agreement, and understands and agrees to all terms and conditions stated herein.

**CONTRACT INVOICE**

Invoice Number: 362396

Invoice Date: 02/14/2017

**Bill To:** STATES ATTORNEY  
906 NORTH RIVER STEET #301  
HOT SPRINGS, SD 57747

**Customer:** STATES ATTORNEY  
906 NORTH RIVER STEET #301  
HOT SPRINGS, SD 57747

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
RC1650	30 days	03/16/2017	\$208.37	<b>\$208.37</b>	
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
20078-07		\$79.99		05/14/2016	05/13/2017
Remarks					

**Summary:**

Contract base rate charge for the 01/14/2017 to 02/13/2017 billing period	\$0.00 *
Contract overage charge for the 01/14/2017 to 02/13/2017 overage period	\$69.04 **
MFP Network Services	\$10.95
<b>*Sum of equipment base charges **See overage details below</b>	<b>\$79.99</b>

**Detail:**

**Equipment included under this contract**

**KYOCERA/420I**

Number	Serial Number	Base Charge	Location						
20078	QWG0202703	\$0.00	STATES ATTORNEY 906 NORTH RIVER STEET #301 HOT SPRINGS, SD 57747						
Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
B\W	20078	365,673	370,127		4,454	0	4,454	\$0.015500	\$69.04
									\$69.04

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
20078-L		\$128.38		05/14/2010	05/13/2017
Remarks					

**Summary:**

Contract base rate charge for the 01/14/2017 to 02/13/2017 billing period	\$0.00 *
Contract Lease Charge:	\$128.38
<b>*Sum of equipment base charges</b>	<b>\$128.38</b>

**Detail:**

**Equipment included under this contract**

**KYOCERA/420I**

Number	Serial Number	Base Charge	Location
20078	QWG0202703	\$0.00	STATES ATTORNEY 906 NORTH RIVER STEET #301 HOT SPRINGS, SD 57747

Please remit a copy of this invoice with your payment. Thank You!

Invoice Amount	\$208.37
Tax:	\$0.00
Invoice Total	\$208.37
<b>Balance Due:</b>	<b>\$208.37</b>



## 401(a) Special Pay Employer Procedures

All questions or concerns regarding the 401(a) should be directed to the 401(a) Special Pay Plan at 605-224-2230.

### 401(a) Special Pay Procedures

1. Employee gives notice of termination of employment
2. Employer and employee meet
3. Employer determines if the employee has termination pay available that meets these conditions:
  - Age 55 or older or employee has reached the first day of the calendar month prior to their 55<sup>th</sup> birthday
  - Minimum account balance of \$600 (2017 maximum is \$54,000)
4. Employer provides the employee with a Participation Agreement and 401(a) Special Pay Plan Highlights
5. Employer assists the employee in completing the Participation Agreement
6. Employer sends the completed Participation Agreement to:
  - SDRS Special Pay Plan
  - 222 E. Capitol Ave., Suite 8
  - Pierre, SD 57501
7. Employer is responsible in remitting the initial, one-time per participant fee of \$45.
8. The check is sent to the South Dakota Retirement System:
  - South Dakota Retirement System
  - Attn: Zane Pirner
  - PO Box 1098
  - Pierre, SD 57501

NOTE: Employer is responsible to send the completed participation agreement to the SDRS Special Pay Plan Office 10 days prior to issuance of the check. This is to ensure the account is set-up and funds can be applied on the day of receipt.

### Receipt of Participation Agreement

- Participant account will be established on the system.


### Receipt of Funds

- Funds will be applied to the Prudential Guaranteed Interest Account
- Confirmation letter will be sent to the employee (plan participant)
- Once the employee has received confirmation letter, the funds are available to be reallocated into other Investment options, available for rollover to another eligible retirement plan or IRA, or be distributed to the participant.

### 401(a) Special Pay Information Reporting

- 401(a) Special Pay Plan information will be updated quarterly on the Employer Reports.
- 401(a) Special Pay Plan participant information will be included on quarterly Participant Statements.
- 401(a) Special Pay Plan participant information will be updated on the South Dakota Web site ([www.SRP457.com](http://www.SRP457.com))
- 401(a) Special Pay Plan participant information will be voiced on the VRU (Voice Response Unit).





# Employee 401(a)

## SDRS Special Pay Plan Highlights

### Plan introduction

The SDRS Special Pay Plan (SDRS-SPP) is an additional retirement plan funded by an eligible employee's special pay (termination pay) which is compensation other than regular salary or wages accumulated by an employee and converted to a lump-sum amount at termination of employment.

Special pay may include unused annual leave, unused sick leave or other lump sum special pay that is eligible for contribution into the SDRS-SPP.

An eligible employer's contributions of special pay to the SDRS-SPP are excludable from an eligible employee's gross wages.

Also, the SDRS-SPP is designed to provide an additional tax-deferred vehicle to eligible employees by delaying income taxation on contributions and earnings until they are withdrawn from the Plan.

### Eligibility

Each of the following provisions must apply in order to be eligible.

1. Employees of the State of South Dakota, Board of Regents or other employers who have elected to participate.
2. Terminated employees who are age 55 or have reached the first day of the calendar month prior to their 55th birthday.
3. Employees who are receiving special pay of \$600 or more.

### Plan costs

The on-going costs of providing the SDRS-offered benefit are paid by those who participate in the Plan. There is no cost to you for the first 12 months you have the account open — this cost is paid by your employer. Beginning in the second year, you will be responsible for a cost of 0.21% annually. If you were a participant in the Plan prior to July 1, 2007, your fee structure may be different.

These fees are in addition to the internal expense charges/management fees assessed by the underlying investment options under the SDRS-SPP.

### Maximum contribution amount

Contributions to the SDRS-SPP are subject to Internal Revenue Code Section 415(c) limits and cannot exceed the lesser of 100% of the employee's special pay or \$53,000 (indexed for the current year). In addition, an employee can still defer the maximum allowable to the SDRS Supplemental Retirement Plan.

The employer's special pay contribution to the SDRS-SPP would not be included in an employee's gross income, so the contribution and any income or earnings would not be subject to ordinary income tax until distributed from the Plan.

Based on state statute this special pay cannot be deferred and is not considered compensation for deferral purposes.



## Plan features

- Special pay contributed to the Plan as a nonelective employer contribution is excluded from an employee's gross wages.
- The contributions and any earnings will have the opportunity to grow tax-deferred until they are distributed from the Plan.
- SDRS-SPP provides a variety of investment options and benefit payment choices.
- Contributions do not reduce the SRP Plan 457(b) contribution limit.
- Plan participants are immediately 100% vested.
- Service Representatives are available by phone to assist you with account changes.
- Participants receive quarterly statements, newsletters and investment performance reports.
- Twenty-four hour SDRS-SPP account access is available through the SRP Web site at SRP457.com or through the voice response system at 800-959-4457.

## Payout options

Plan participants are vested in the SDRS-SPP as soon as the employer transmits the funds to the SDRS-SPP, and are eligible for an immediate distribution from the Plan upon written request after the attainment of age 55. All distributions from the SDRS-SPP are subject to federal income tax withholding unless they are rolled into another eligible retirement plan or IRA. Distributions will be taxed as ordinary income. The available distribution options are:

- Lump-sum withdrawal
- Partial lump-sum withdrawals
- Fixed-dollar amount
- Fixed-period payment
- Annuity payout options\*
- Rollover to another eligible retirement plan or IRA

Distributions from your SDRS-SPP account may be subject to an additional 10% early withdrawal tax if taken prior to age 59½. Information provided by Retirement Specialists is for educational purposes only and is not intended as investment advice. Neither Nationwide nor any of its representatives give legal or tax advice. Federal tax laws are complex and subject to change. Consult your tax or legal advisor for answers to your specific questions.

To request a SDRS-SPP distribution form, contact the Plan Administrator's office at 605-224-2230.

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*For more information you can contact our Pierre Office at:*

***SDRS Special Pay Plan  
222 E. Capitol Ave., Suite 8  
Pierre, SD 57501  
■ 605-224-2230***

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\* Annuities are issued only by Prudential Life Insurance Company, 751 Broad St., Newark, NJ  
Retirement Specialists are Registered Representatives of Nationwide Investment Services Corporation, member FINRA.

NRM-0313SD.13 (02/16)

**Resolution to Become a  
South Dakota Retirement System  
Special Pay Program Unit**

BE IT RESOLVED AS FOLLOWS:

WHEREAS, SDCL Chapter 3-13A offers qualified employees of Special Pay Program employer units of the South Dakota Retirement System (SDRS) the opportunity of receiving a tax advantage and a Social Security advantage when terminating active service in SDRS by having special termination payments transmitted to the Special Pay Program;

WHEREAS, SDCL Chapter 3-13A offers such qualified members' employers a corresponding Social Security advantage;

WHEREAS, \_\_\_\_\_ (name of participating unit) agrees to transmit all special pay data by electronic media and understands that reporting final compensation data electronically is a condition which must be met in order to participate;

WHEREAS, \_\_\_\_\_ (name of participating unit) understands and agrees to the following points:

- Only special, lump-sum payments made to an employee at the time of the employee's termination are transmitted to the Special Pay Program;
- Only terminated employees who qualify pursuant to SDCL 3-13-A-2(8) to have such special pay transmitted to the Special Pay Program will participate;
- If the employee qualifies, transmission of such special pay to the Special Pay Program is mandatory; and
- \_\_\_\_\_ (name of participating unit) shall pay to SDRS an initial, onetime fee per participant, based on an established flat fee.

NOW, THEREFORE, BE IT RESOLVED, THAT \_\_\_\_\_ (name of participating unit) shall become a Special Pay Program unit of the South Dakota Retirement System with an effective date of \_\_\_\_\_ under the terms and conditions of SDCL Chapter 3-13A.

BE IT FURTHER RESOLVED that a copy of this RESOLUTION shall be transmitted to SDRS as soon as possible after adoption.

\_\_\_\_\_  
(Signature of the Unit's Chief Administrative Officer  
or an Officer of the Unit's Governing Body)

\_\_\_\_\_  
(Date)



FALL RIVER COUNTY ORDINANCE #2010-01

AN ORDINANCE PROVIDING FOR THE CONTROL OF ANIMALS WITHIN FALL RIVER COUNTY

BE IT ORDAINED by the Fall River County Commission that Ordinance \_\_\_\_\_ of Ordinances of Fall River County be implemented to read as follows:

PURPOSE: Public health, safety, and welfare are the primary concerns of the Fall River County Commission. Although the first and primary responsibility for animal control belongs to the owner, this ordinance is intended to address the situations where owners of animals covered by this ordinance fail to take proper responsibility for their animals.

ARTICLE 1. GENERAL

SECTION 1. DEFINITIONS

For the purpose of this chapter the following words and phrases shall have the meanings herein ascribed to them:

- A. Animal. Any mammal, bird, reptile, amphibian or fish, except humans.
- B. Domestic Animal. Any animal that through long association with man, has been bred to a degree which has resulted in genetic changes affecting temperament, color, conformation, or other attributes of the species to an extent that makes it unique and different from wild individuals of its kind. Said term is to include, but not limited to, dogs and cats.
- C. Animal Control Officer. The officer(s) approved by the Fall River County Commission and authorized to investigate and enforce violations of this ordinance and the laws of the State of South Dakota relating to cruelty, abuse, and injury to animals. The Fall River County Sheriff and his deputies shall act as Animal Control Officers, in the absence of or at the request of the Animal Control Officer.
- D. At large. Any dog located off the property of its owner and not under control of a competent person at least ten (10) years of age.
- E. Control. Any dog is under control if it is restrained by a leash, cord, chain, or electric collar or is being carried or is within a vehicle being driven or parked on the highways.
- F. Dangerous Animal. Any animal that, by itself or by environmental circumstances, at the determination of an animal control officer after investigation, is a threat to the physical well being of other animals or humans.
- G. Owner. Any person, partnership, corporation, or other legal entity owning, harboring or keeping any animal, or in the case of a person under the age of 18, that person's parent(s) or legal guardian.

H. Shelter Manager. The supervisor of the Animal Shelter. The Shelter Manager performs or causes to be performed the professional services required in the care, treatment or euthanasia of the animals being handled. The shelter manager shall not be an employee of Fall River County.

I. Vicious Dog.

1. Any dog which, when unprovoked, in a vicious or terrorizing manner approaches in apparent attitude of attack or bites, inflicts injury, assaults or otherwise attacks a human being upon the streets, sidewalks, or any public grounds or places; or

2. Any dog which, on private property, when unprovoked, in a vicious or terrorizing manner approaches in apparent attitude of attack or bites, or inflicts injury, or otherwise attacks a mail carrier, meter reader, service person, delivery person, or other employed person who is on the private property by reason of permission of the owner or occupant of such property or who is on private property by reason of a course of dealing with or as a guest of the owner of such private property.

3. Has severely injured or killed a domestic animal or livestock while off the owner's property; or

4. Has been used primarily or in part for the purpose of animal fighting or is an animal trained for animal fighting.

J. Bite. The grasping or tearing of clothing, any abrasion, scratch, puncture, laceration, bruise, or piercing of the skin inflicted by the teeth of an animal.

## SECTIONS 2. RECORDS

A. It shall be the duty of the Shelter Manager and the Animal Control Officer(s) to keep, or cause to be kept, accurate and detailed records of the finding, impoundment, and disposition of all animals coming into their custody.

B. It shall be the duty of the Shelter Manager and the Animal Control Officer(s) to keep or cause to be kept, accurate and detailed records of the following:

i) All bite cases reported to him/her and the investigation of the same;

ii) All citations and warning tickets issued by him/her; and

iii) All investigations conducted by him/her concerning reported violations of state law regarding inhumane treatment of animals.

C. It shall be the duty of the Shelter Manager and the Animal Control Officer(s) to keep, or cause to be kept, accurate and detailed records.

D. It shall be the duty of the Shelter Manager or the Animal Control Officer(s) to keep, or cause

to be kept, records of all animals quarantined for animal bites and proceedings regarding vicious dogs.

### SECTION 3. ENFORCEMENT

- A. The provisions of this Ordinance shall be enforced by the Animal Control Officer. The complaining party must first file a written complaint with the Animal Control Officer and the complaining party must agree to testify in open court to the allegations made in the written complaint.
- B. The Animal Control Officer may issue a citation for a violation of this ordinance or may issue warning tickets requiring corrections of the violation.
- C. No person may hinder, delay or obstruct the Animal Control Officer in the lawful performance of any duty under this ordinance, or seek the release of any animal in the custody of the Animal Control Officer.
- D. Any person, firm, or corporation violating any provision of this ordinance shall be subject to all applicable civil and criminal remedies allowed under the laws of the State of South Dakota, in addition to a fine of not more than five hundred dollars (\$500) and/or 30 days in the Fall River County Jail may be imposed by the ordinance herein. A person violating this ordinance may be required to make restitution to any victim of said violation.
- E. The Fall River County Commissioners shall establish a fine schedule that lists the violation and suggested penalty imposed for each violation. Said schedule shall be used the Animal Control Officer as guidance for setting the fine on any citation given. However, said schedule is not to be binding upon the Court.
- F. This ordinance shall apply to all of Fall River County, State of South Dakota, except for those areas within any organized municipality.
- G. The omission to specify or affirm in this ordinance any liability to any damages, penalty, forfeiture, or other remedy imposed by law and allowed to be recovered or enforced in any civil action or proceeding for any act or omission declared punishable in this ordinance does not affect any right to recover or enforce the same.

## ARTICLE II: REGULATIONS

### SECTION 1. DOGS AT LARGE

No owner may permit his dog to be at large off of the owner's premises.

### SECTIONS 2. NOISY DOGS

No person may allow any dog under his/her control to habitually make loud noises to disturb or annoy persons who are of ordinary sensibilities.

### SECTION 3. KEEPING OF VICIOUS DOG

A. It shall be considered a public nuisance for any person to own or keep a vicious dog, except under specific conditions set forth herein.

B. No dog may be declared vicious if an injury or damage is sustained to any person who was committing a willful trespass or other tort upon the premises occupied by the owner or keeper of the dog, or who was teasing, tormenting, abusing or assaulting the dog or was committing or attempting to commit a crime.

C. The Animal Control Officer(s) may make a determination that a dog is vicious after taking the following into consideration:

- i) The nature and severity of the attack; and
- ii) Whether the dog has shown a propensity to display dangerous, aggressive behavior and is able or likely to inflict injury to another animal or person.
- iii) Previous incidents of a like nature.

D. After a dog has been declared vicious, the owner of the dog shall be notified accordingly in writing by the Animal Control Officer. The written notification shall also include any containment procedures or facilities deemed necessary by the Animal Control Officer to control said animal, which may include, but not limited to, muzzling, chaining, double fencing, caging or euthanasia.

E. Any dog declared vicious by the procedures set forth in this Section that is subsequently found off the premises of the owner or if the Animal Control Officer determines that a violation of the written containment notice has occurred, the Animal Control Officer shall immediately seize and impound said dog. If the dog cannot be captured without undue risk to the safety of the Animal Control Officer, it may be immediately destroyed in a manner whereby the head is not damaged. If the dog has been seen running at large and/or has bitten a person or animal, the Animal Control Officer may order the owner or custodian to deliver the dog to the animal shelter within 24 hours to be impounded.

## ARTICLE III. IMPOUNDMENT AND DISPOSITION OF ANIMALS



## SECTION 1. IMPOUNDMENT OF ANIMALS

A. The Animal Control Officer may seize and impound an animal directly from its owner's property or possession without court order or other written permission in the following circumstances:

- i) Said animal is suspected of having rabies;
- ii) Said animal's life is in immediate jeopardy;
- iii) Said animal poses an immediate threat to the physical well-being of other animals or humans; or
- iv) Said animal has been observed at large by the Animal Control Officer and returns to private property; however, the animal's owner is not present on the property to take control of said animal.

B. When animals are found running at large and their ownership is known or unknown to the Animal Control Officer, such animal(s) may be impounded or at the discretion of the Animal Control Officer, returned to their owner who shall be issued a warning and written notification of containment procedures deemed necessary to control said animal as provided by this ordinance.

C. Immediately upon impounding any animal, the Animal Control Officer shall make every reasonable effort to notify the owner of the animal so impounded and inform the owner of the conditions whereby he may regain possession of his/her animal. If an animal is wearing a rabies tag or other identification, the Animal Control Officer shall immediately after impounding said animal, and before destroying or disposing of it, ascertain the name of the owner from the records of the veterinarian and inform that owner of the conditions whereby he/she may regain possession of his animal.

D. If any owner has requested in writing that his animal be destroyed, the same shall be humanely destroyed. Under no circumstances shall it be sold or given to any other person. The owner shall be charged a fee for the humane destruction of his/her animal.

## SECTION 2. REDEMPTION AND DESTRUCTION OF IMPOUNDED ANIMALS

A. Any animal impounded under the provisions of this ordinance and not reclaimed by its owner within four (4) days may be humanely destroyed by the Animal Control Officer, or be sold or placed in the custody of some person deemed to be a responsible and suitable person to the owner of such animal.

B. The Animal Control Officer may destroy any sick or injured animal which has been impounded, if that animal is not wearing a rabies tag, license tag, or other identification, without holding it for four (4) days, if its condition is such that it makes its earlier destruction necessary.

C. Any vicious dog or animal having bitten, scratched or attacked two or more persons and/or domestic animals or livestock shall be destroyed by the Animal Control Officer after at least three (3) days prior actual notice to the owner. The owner shall have the right to request a hearing in Magistrate Court to show cause why said animal should not be euthanized as a dangerous and/or vicious animal. The request for hearing shall be filed with the Fall River County Auditor's Office. If such a request is filed, Fall River County shall take no further action on said animal until after the hearing, except in an emergency to protect public safety or in accordance with any other provision of this ordinance.

### SECTION 3. IMPOUNDMENT FEES

A. Any animal impounded pursuant to this ordinance may be reclaimed upon payment by the owner to Fall River County of a fee for each animal reclaimed, plus any charges for boarding the animal and veterinarian services rendered.

B. The Fall River County Commission shall set the fee for reclaiming any animal impounded pursuant to this ordinance.

## ARTICLE V. RABIES CONTROL

### SECTION 1. BITE CASES, QUARANTINE AND RABID ANIMALS

A. For purposes of this Section, "Veterinarian" shall mean a veterinarian licensed to practice in the State of South Dakota.

B. It shall be the duty of every health care practitioner to report to the Shelter Manager, the names and addresses of persons treated for bites inflicted by animals, together with such information as will be helpful in rabies control

C. Every owner having knowledge that his/her animal has bitten or is suspected of biting a human being, shall forthwith report the same to the Shelter Manager for disposition of said animal under the provisions of this ordinance.

D. All quarantine procedures and all procedures for management of animals that have bitten humans, animals exposed to rabies, and rabid animals, will be in accordance with the current "Compendium of Animal Rabies Control" promulgated by the National Association of State Public Health Veterinarians, Inc. In case of conflict between said Compendium and this ordinance concerning said quarantines and procedures, the recommendation in said Compendium will take precedence over this ordinance.

E. Any animal shall be considered unvaccinated unless proof of a current rabies vaccination effective not less than thirty (30) days prior to the bite is provided within twenty-four (24) hours of the bite. An Animal Control Officer or the State Department of Health may order the destruction of any unvaccinated animal that has bitten a person if, based on sound medical judgments, a greater risk to human life exists by not doing so. In making such determination the following facts may be considered:

- i) The history of the animal, including the possibility of its exposure to rabies;
- ii) The vaccination record of the animal;
- iii) The health of the animal;
- iv) The nature, location, and seriousness of the bite;
- v) The circumstances surrounding the bite, including whether or not the bite was provoked; and
- vi) The tolerance of the person bitten to the vaccines used for treatment.

F. Any dog or cat that bites or attacks a person shall be quarantined at the direction of the Animal Control Officer or any veterinarian for a period of not less than ten (10) days. During quarantine the animal shall be securely confined and kept from contact with any other animal or humans other than the caretaker. If the dog or cat has bitten or attacked while on the premises of the owner and has a current rabies vaccination by veterinarian, the Shelter manager may, if it is determined that the facilities are adequate and the owners are responsible persons, quarantine the animal on the owner's premises. The quarantined animal must, at all times be available for inspection during the quarantine period, and shall be evaluated by the veterinarian at the first sign of illness. Confinement is to be at the owner's expense.

G. At the end of the specified quarantine period, the animal will be examined by a veterinarian at the owner's expense. If the veterinarian finds that the animal is showing no clinical signs or symptoms known to be present in active cases of rabies, the animal will be released from quarantine and may be reclaimed by the owner. The veterinarian shall so notify the Animal Control Officer.

H. Any stray animal that bites a person, if its ownership cannot be ascertained within forty-eight (48) hours of the bite, shall be euthanized and the Animal Control Officer shall arrange to have the animal's head sent to a competent laboratory to be examined for rabies.

I. If a veterinarian, during a routine examination, discovers an animal that may have rabies but is unable to make a definite diagnosis, the veterinarian shall have authority to require, at the owner's expense, any procedure or confinement necessary to make an accurate diagnosis.

J. When any animal has been diagnosed by a veterinarian as being rabid or dies during quarantine or rabies observation, the veterinarian shall immediately send the head of such animal to a competent laboratory for pathological examination and shall notify the proper Public Health Official and Animal Control Officer of reports of human contacts and the diagnosis made of the suspected animal.

K. Every owner whose animal is bitten or scratched by an animal showing positive symptoms of rabies or by a wild or carnivorous mammal or bat not available for testing, shall have that animal

examined by a veterinarian at the owner's expense. Said animal shall be euthanized, quarantined or held for further observation as requested and the owner shall be responsible for all expenses incurred as a result thereof.

L. Any person who kills or causes to be killed any rabid animal, any animal suspected of having been exposed to rabies, or any animal biting a human, shall immediately report the same to the Animal Control Officer. No person may sell, give away, remove from the County, or otherwise dispose of such animal without written permission of the Animal Control Officer. The carcass of any dead animal exposed to rabies shall, upon demand, be surrendered to the Animal Control Officer. The Animal Control Officer or veterinarian shall direct the disposition of any animal found to be infected with rabies.

M. No person shall fail or refuse to surrender any animal for quarantine or euthanasia as required herein when demand is made by the Shelter Manager. A violation shall be punished pursuant to Article 1, Section 3 of this ordinance.

#### ARTICLE IV. SEVERABILITY

Each of the provisions of this ordinance is separate and severable and if any provision or any part of any provision hereof is held illegal or invalid, the remaining provisions shall not be affected thereby and shall remain in full force and effect.

FALL RIVER COUNTY COMMISSION

\_\_\_\_\_  
MICHAEL ORTNER  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
SUE GANJE, COUNTY AUDITOR  
FALL RIVER

First Reading: February 16<sup>th</sup>, 2010

Second Reading: March 16<sup>th</sup>, 2010

Published: March 30<sup>th</sup>, 2010

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Published once at the total approximate cost of \_\_\_\_\_.

40-2-9. Animal control officer defined. For the purposes of this chapter and chapter 40-1, an animal control officer is any person employed, contracted, or appointed pursuant to § 40-2-7 by an animal care and control agency or humane society to aid in the enforcement of ordinances or laws regulating the care and control of animals.

**Source:** SL 2006, ch 211, § 5.

40-2-7. Enforcement by law enforcement officer or animal control officer--Powers. Any law enforcement agency may enforce the provisions of this chapter or chapter 40-1. An animal care and control agency may enforce the provisions of this chapter or chapter 40-1 in a county or municipality if the legislative authority of the county or municipality has entered into a contract with the agency to enforce the provisions of this chapter and chapter 40-1. An animal control officer enforcing this chapter or chapter 40-1 shall comply with the same constitutional and statutory restrictions concerning the execution of police powers imposed on a law enforcement officer who enforces this chapter, chapter 40-1, and other criminal laws. An animal control officer has the following enforcement powers when enforcing this chapter:

(1) The power to issue citations based on probable cause to offenders for misdemeanor and felony violations of this chapter or chapter 40-1;

(2) The power to request that a law enforcement officer arrest and take into custody any person the animal control officer has probable cause to believe has committed or is committing a violation of this chapter or chapter 40-1. An animal control officer may make an oral complaint to a prosecuting attorney or a law enforcement officer to initiate an arrest. The animal control officer causing the arrest shall file with the arresting agency a written complaint within twenty-four hours of the arrest, excluding Sundays and legal holidays, stating the alleged act or acts constituting a violation;

(3) The power to carry protective devices, other than firearms, for personal protection;

(4) The power to prepare affidavits in support of search warrants and to execute search warrants when accompanied by law enforcement officers to investigate violations of this chapter or chapter

40-1, and to seize evidence of those violations.

**Source:** SL 2006, ch 211, § 3.

40-2-6. Animal control officers--Appointments--Judicial authorization. The board of directors of a humane society incorporated pursuant to § 40-2-1 may appoint society members to act as animal control officers. The appointment shall be in writing. The appointment is effective in a particular county only if an appointee obtains written authorization from a circuit court judge having jurisdiction in the county in which the appointee seeks to enforce this chapter or chapter 40-1. To obtain judicial authorization, an appointee seeking judicial authorization shall provide evidence satisfactory to the judge that the appointee has experience, education, or training that has prepared the appointee to assume the powers granted to animal control officers pursuant to § 40-2-7. The board of directors shall review appointments every three years and may revoke an appointment at any time by filing a certified revocation with the circuit court that approved the appointment. Any authorization may not exceed three years or trustee termination, whichever occurs first.

40-2-5. Contract for animal control services. Nothing in chapter 40-1 or this chapter may prohibit any county or municipality from contracting with an incorporated society to provide animal control services, to enforce county or municipal ordinances or to enforce the provisions of chapter 40-1 within the jurisdiction of the county or municipality.