

## **FALL RIVER COUNTY APPROVED MINUTES OF JUNE 4, 2020**

The Fall River Board of County Commissioners met in regular session on June 4, 2020. Present: Joe Allen, Joe Falkenburg, Heath Greenough, Paul Nabholz, Deb Russell and Sue Ganje, Auditor.

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

The agenda was reviewed for conflicts. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED. The full context of the meeting can be found on the county website under Commissioners at <http://fallriver.sdcounties.org>, or under Fall River County Commission, SD at <http://www.YouTube.com>.

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

No minutes were currently available.

Motion made by Nabholz, seconded by Russell, to table the April 30, 2020 Auditor's Account.

Motion made by Russell, seconded by Greenough, to surplus to junk an office chair, #01781, from the Register of Deed's Office.

No applications for county assistance or death expenses were presented to the board.

Frank Maynard, Emergency Management, met with the board to update the board on the Region 4 and SD Department of Health weekly meeting to share information and assess needs for Covid-19.

Motion made by Greenough, seconded by Russell, to allow Maynard to purchase a new LG cell phone to replace the one that is not working properly.

Maynard updated the board that he has completed his certification as flood plain manager, weekly weather/climate and fuels report, laptop computer and fires and incidents.

Commissioner Falkenburg spoke with the board on the current drought in Fall River County. Motion made by Greenough, seconded by Allen, to approve the following resolution:

### **FALL RIVER COUNTY RESOLUTION # 2020-14 EMERGENCY DROUGHT DISASTER RESOLUTION**

WHEREAS, the vast majority of Fall River County has failed to receive adequate precipitation for the preceding twelve month period, and

WHEREAS, the lack of precipitation over the past years has created a catastrophic state of drought, and

WHEREAS, the drought conditions have had an enormous effect on the production capabilities of the agricultural industry, which in turn severely affects the entire local economy, and

WHEREAS, the lack of consistent precipitation has resulted in the lack of rain water runoff and therefore caused livestock ponds, dams, wells and natural water holes to dry up, and

WHEREAS, the grass, what there is of it, in the pastures in the county is bone dry, and quickly allows the start and spread of wildfires thus making containment almost impossible, and

WHEREAS, the local volunteer fire departments have almost depleted their resources in quelling wild fires, and

WHEREAS, the lack of dependable precipitation has resulted in record low subsoil moisture and has caused the water table to drop significantly,

NOW THEREFORE BE IT RESOLVED, that the Fall River County Commissioners declare that current drought conditions have created a natural disaster within Fall River County, and

BE IT FURTHER RESOLVED, that both farmers/ranchers and local businesses may be eligible for disaster aid grants and/or low interest Economic Injury Disaster loans from the Farm Services Agency and Small Business Administration Agency retroactive to January 1, 2020, and

BE IT FURTHER RESOLVED that the Board of County Commissioners for and on behalf of the citizens of Fall River County, request that the Governor of the State of South Dakota petition the Secretary of Agriculture to declare Fall River County a drought disaster area, and

BE IT FURTHER RESOLVED that an Emergency exists in Fall River County and this Resolution shall be in effect from and after its publication and this action is necessary for the preservation of the public peace, health and safety.

Dated this 4<sup>th</sup> day of June, 2020.

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

ATTEST:

/s/Sue Ganje, Fall River County Auditor

Susie Hayes, Director of Equalization, met with the board. Motion made by Allen, seconded by Greenough, to approve Caitlin Turner, Appraiser, as an additional Equalization Deputy, \$0.35 per hour raise increase, effective immediately.

Motion made by Nabholz, seconded by Russell, to approve the abatement request for West River Transit Authority Inc. (Prairie Hills Transit), parcel #75410-00200-00700, in the amount of \$1,575.66. Reason: Property was purchased by a tax-exempt entity.

Hayes also presented the 2020 abstract recaps, and briefly spoke of a change to the Property Tax Discretionary Formula's and need for a new resolution. This will be brought back to the board.

Commissioner Nabholz spoke to the board to discuss the lack of the fair being held in Fall River County this year due to liability issues with COVID-19 and associated SDSU restrictions that prevent the public showing of 4-H animals and award presentations. Motion made by Nabholz to send SDSU a request to drop the Covid-19 restrictions by August 1, 2020 to allow 4-H to proceed forward as in the past.

Motion made by Nabholz, seconded by Russell, to withdraw the original motion and table the item until after executive session.

Dustin Ross, Andersen Engineers, met with the board. Motion made by Allen, seconded by Russell, to approve the following resolution:

**FALL RIVER COUNTY RESOLUTION #2020-15**

**A plat of Mykelsi Tract of Sections 27 and 28, T9S, R5E, BHM, Fall River County, South Dakota**

**Formerly the E1/2 Section 28 lying South of the Highway, and a part of the W1/2W1/2 of Section 27**

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

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

Dated this 4<sup>th</sup> day of June, 2020.

ATTEST:  
/s/ Sue Ganje  
Fall River County Auditor

/s/Joe Falkenburg  
Fall River County Board of Commissioners

Clint Phillips, Acting Director, US Forest Service, met with the board to inform them that the District Ranger position has been filled by Julie Wheeler, effective July 5, 2020. Discussion was held on wells and drill rigs in the county, along with possible road agreements between the Forest Service and the County. These proposed agreements would include the Forest Service furnishing equipment and the county providing labor, mainly on county roads designated as minimum maintenance. Phillips noted that there are no committed plans as budgets fluctuate but agreements could be worked out if mutually beneficial to both parties. Falkenburg asked Phillips to bring a draft agreement to the next meeting.

Don Hammond, Brosz Engineers, met with the board to present the 2020 summary report of the Fall River County Bridge Maintenance inspections. Hammond noted that overall, the structures in the county remain in good condition, but there are four structures noted as priority. Bridges that have overlay on them deteriorate faster but cracks are being sealed every other year. Design life, minor maintenance and replacement cost guidelines were also discussed, along with the Ardmore bridge. Preservation of bridges is a requirement in applying for bridge improvement grants.

Randy Seiler, Highway Superintendent, met with the board. Motion made by Greenough, seconded by Russell, to approve the application for road approach permit to the south side of Hot Brook Canyon Road, #18B, approximately at 1284 Hot Brook Canyon Road.

Motion made by Nabholz, seconded by Russell, to approve the application by Golden West for permit to occupy the county highway right-of-way from existing vault near the driveway to 11192 Pine Hills Drive to the driveway to 11194 Pine Hills Drive (approximately 650 feet).

The application for permit to occupy county highway right-of-way at the Junction of Admiral Road and East South Shore Road is in a subdivision; the subdivision will have to approve it.

Motion made by Allen, seconded by Greenough, to approve hiring for Casey Raskiewicz and Clayton Steinmetz, \$15.05 per hour, as per union contract.

Seiler updated the board that Chilson bridge has went to bid letting; it will be a couple of months before bids will be opened. Angostura Road has been patched. The Game Fish and Parks would contribute \$13,500 for five years (\$67,500) to the county to apply Base 1 on Shep's Canyon Road but would reimburse the county \$15,000 for mag water in 2020. Seiler recommended the Mag water; the board requested a letter be sent to Game, Fish and Parks and have more discussion at the next meeting.

Mark Kirkeby, SD Department of Transportation, met with the board to present documents needed for the North River street road project. Motion made by Russell, seconded by Allen, to approve the following: Temporary Easement Agreement; Relocation Assistance Agreement and the Permanent Easement for Drainage and Utility Purposes (Offer and Statement of Compensation in the amount of \$865.00). All is for Project No. NH 0385(48) 35.

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

**GENERAL FUND**

A & B WELDING SUPPLY CO.	WELDING SUPPLIES/LEASE	\$185.70
FIDELITY SEC. LIFE INS CO	EYE INSURANCE	\$128.00
AMERICAN FAMILY ASSURANCE	AMERICAN FAMILY ASSURANCE	\$590.66
A-Z SHREDDING INC	SHREDDING	\$67.86
BEESELEY LAW OFFICE	CAAF	\$4,386.15
BLACK HILLS CHEMICAL	SUPPLY	\$293.55
BRUMBAUGH & QUANDAHL,P.C.	GARNISHMENT	\$36.36
BLACK HILLS ENERGY	UTILITY POWER ELECTRIC	\$3,490.43
BOMGAARS	SUPPLY	\$63.96
BOSTON MUTUAL LIFE INS CO	LIFE INSURANCE	\$32.76
BREIT & BOOMSMA, P.C.	GARNISHMENT	\$307.30
BUILDER'S FIRST SOURCE	SUPPLY	\$216.90
CAMERON, GEORGE	COURT REPORTER	\$163.40
CENTURY BUSINESS LEASING	COPIER LEASE AND USAGE	\$167.67
CHARM-TEX, INC.	SUPPLY	\$55.90
CREDIT COLLECTION BUREAU	COLLECTIONS	\$211.26
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$2,510.70
SD DEPARTMENT OF REVENUE	ALCOHOL BEVERAGE LICENSE	\$1,200.00
EFTPS	PAYROLL TAXES	\$36,707.64
ELECTION SYSTEMS & SOFT	BALLOTS	\$4,201.24
EXECUTIVE MGMT FINANCE	BIT NETWORK FEES	\$125.00
DUDE SOLUTIONS INC	GIS SUPPORT CONTRACT	\$265.98
FALKENBURG, JOE	MILEAGE REIMBURSEMENT	\$174.72
FARRELL,FARRELL &GINSBACH	CAAF	\$3,953.21
FALL RIVER COUNTY HERALD	PUBLICATION	\$1,504.62
GOLDEN WEST TECHNOLOGIES	SERVICE/NETWORK/SERVER	\$4,899.20
HEAVY HIGHWAY FRINGS	INSURANCE FEES	\$600.00
HOT SPRINGS ACE HARDWARE	SUPPLY	\$151.20
HOT SPRINGS AUTOMOTIVE	SUPPLY	\$118.81
CITY OF HOT SPRINGS	2ND QTR FIRE SPRINKLER	\$24.00
HUNT, KAREN PAIGE	MI	\$209.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$19,141.50
LIUNA LABORERS LOCAL 620	UNION DUES	\$275.00
LAKOTA CONTRACTING, INC.	UNIFORM ALLOWANCE	\$199.85
LOGUE PATRICIA	RIDE-A-LONG	\$80.00
MARCO	COPIER LEASE	\$165.00
MARTY'S TIRE & AUTO BODY	SERVICE	\$781.66
MCLEODS OFFICE SUPPLY CO.	SUPPLIES	\$80.57
MOWER, BRENDA	BLOOD DRAW	\$225.00
NATIONWIDE RETIREMENT SOL	NATIONWIDE RETIREMENT	\$500.00

NEW YORK LIFE INSURANCE	NEW YORK LIFE INSURANCE	\$65.00
NORTON,TINA	CONTRACT NURSE INMATE	\$1,150.00
CHILD SUPPORT PAYMENT CNT	CHILD SUPPORT	\$655.00
ONSOLVE	CODE RED WARNING SYSTEM	\$2,800.00
PENNINGTON COUNTY JAIL	INMATE MEDICAL PENNINGTON	\$44.51
QUILL CORPORATION	OFFICE SUPPLIES	\$350.46
SDACC	2ND QTR CATASTOPHIC	\$2,939.00
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$17,204.08
SERVALL	RUG/UNIFORM SERVICE	\$570.52
SOFTWARE SERVICES INC	SOFTWARE SERVICE	\$800.00
SONNY'S SUPER FOODS	SUPPLY	\$96.15
SD SUPPLEMENT RETIREMENT	SDRS SUP RETIREMENT	\$1,600.00
STEINMETZ, NINA	REIMBURSEMENT	\$34.75
NORTON, MIKAYLA	BLOOD DRAW	\$150.00
TRUGREEN COMMERCIAL	SERVICE	\$42.24
UNJITED WAY BLACK HILLS	UNITED WAY DONATION	\$54.99
VERIZON WIRELESS	CELL PHONE PLAN	\$778.35
WEICHMANN, CYNTHIA	COURT REPORTER	\$1,504.80
WENDELL'S GARAGE	SERVICE	\$595.33
BEHRENS, DONNA	MILEAGE REIMBURSEMENT	\$53.34
JANIS, BOBBIE	REIMBURSEMENT	\$27.50
COMMISSIONER	MAY SALARIES	\$4,100.00
ELECTION	MAY SALARIES	\$902.00
AUDITOR'S OFFICE	MAY SALARIES	\$16,247.32
AUDITOR'S OFFICE	OVERTIME	\$143.09
TREASURER'S OFFICE	MAY SALARIES	\$16,000.21
TREASURER'S OFFICE	OVERTIME	\$648.94
STATE'S ATTORNEY'S OFFICE	MAY SALARIES	\$11,796.77
STATE'S ATTORNEY'S OFFICE	OVERTIME	\$29.64
MAINTENANCE	MAY SALARIES	\$11,118.26
MAINTENANCE	OVERTIME	\$366.72
ASSESSOR'S OFFICE	MAY SALARIES	\$15,294.80
ASSESSOR'S OFFICE	OVERTIME	\$132.04
REGISTER OF DEEDS OFFICE	MAY SALARIES	\$7,119.47
VETERAN'S SERVICE OFFICE	MAY SALARIES	\$3,616.69
GIS OFFICE	MAY SALARIES	\$3,563.48
SHERIFF	MAY SALARIES	\$29,155.89
SHERIFF	OVERTIME	\$3,884.74
JAIL	MAY SALARIES	\$19,335.63
JAIL	OVERTIME	\$2,231.72
CORONER	MAY SALARIES	\$450.00
NURSE'S OFFICE	MAY SALARIES	\$3,613.29
EXTENSION OFFICE	MAY SALARIES	\$2,184.00

WEED & PEST OFFICE	MAY SALARIES	\$4,359.27
	TOTAL FOR GENERAL FUND	\$276,301.75

**COUNTY ROAD & BRIDGE**

A & B WELDING SUPPLY CO:	WELDING SUPPLIES/LEASE	\$55.05
ADVANCE DRUG TESTING	RANDOM EMPLOYEE DRUG TEST	\$26.00
FIDELITY SEC. LIFE INS CO	EYE INSURANCE	\$42.46
AMERICAN FAMILY ASSUARANCE	AMERICAN FAMILY ASSURANCE	\$350.88
BARCO MUNICIPAL PRODUCTS	SUPPLY	\$672.50
BLACK HILLS ENERGY	UTILITY POWER ELECTRIC	\$479.26
BOMGAARS	SUPPLY	\$336.97
BROSZ ENGINEERING, INC.	ENGINEERING	\$492.5
BUTLER MACHINERY CO.	SUPPLIES/REPAIRS	\$340.98
DALE'S TIRE & RETREADING	TIRE PARTS/SUPPLY	\$215.64
DELTA DENTAL PLAN OF SD	DELTA DENTA	\$431.70
FLOYD'S TRUCK CENTER	REPAIRS/PARTS	\$520.26
EFTPS	PAYROLL TAXES	\$7,505.64
FALL RIVER AUTO SUPPLY	AUTO PARTS/REPAIRS	\$37.88
FALL RIVER COUNTY HERALD	PUBLICATION	\$100.00
GODFREY BRAKE SERVICE	PARTS	\$202.23
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$120.00
SIMON MATERIALS	GRAVEL	\$291,900.00
HOT SPRINGS ACE HARDWARE	SUPPLY	\$110.82
HOT SPRINGS AUTOMOTIVE	AUTO SUPPLY PARTS	\$244.12
RICOH USA INC	CONTRACT SERVICE	\$75.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$2,900.00
LIUNA LABORERS LOCAL 620	UNION DUES	\$150.00
LAWSON PRODUCTS	PARTS	\$242.18
LIBERTY CHRYSLER CENTER	PARTS	\$205.98
MG OIL	INVENTORY/SUPPLY	\$700.15
MAVERICK TIRE & AUTO	SERVICE	\$78.94
NEWMAN TRAFFIC SIGNS	SIGNAGE	\$97.91
RAPID CITY JOURNAL (THE)	ADVERTISEMENT	\$550.00
RAPID DELIVERY	DELIVERY	\$14.38
SAFETY-KLEEN SYSTEMS, INC	SUPPLIES	\$248.94
SD DEPT OF TRANSPORTATION	STATE COST SHARE ROA	\$2,896.68
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$3,849.32
SEILER, RANDY	CELLPHONE REIMBURSEMENT	\$75.00
TRANSOURCE	PRESSURE TEST	\$1,464.42
SUMMIT SIGNS & SUPPLY INC	SIGNAGE	\$1,487.50
HIGHWAY DEPARTMENT	MAY SALARIES	\$31,251.54
HIGHWAY DEPARTMENT	OVERTIME	\$826.21
	TOTAL FOR COUNTY ROAD & BRIDGE	\$351,299.04

**911 SURCHARGE REIMBURSMENT**

FIDELITY SEC. LIFE INS CO	EYE INSURANCE	\$29.24
AMERICAN FAMILY ASSURANCE	AMERICAN FAMILY ASSURANCE	\$67.21
CREDIT COLLECTION BUREAU	COLLECTIONS	\$302.86
DELTA DENTAL PLAN OF SD	DELTA DENTAL	\$405.20
EFTPS	PAYROLL TAXES	\$4,123.75
HEAVY HIGHWAY FRINGE	INSURANCE FEES	\$75.00
IOWA LABORERS DISTRICT	HEALTH INSURANCE	\$1,812.50
LIUNA LABORERS LOCAL 620	UNION DUES	\$50.00
PORTFOLIO RECOVERY ASSOC.	GARNISHMENT	\$176.54
QUILL CORPORATION	OFFICE SUPPLIES	\$61.97
RUSHMORE COMMUNICATIONS	EM RADIO	\$385.00
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$2,102.60
VERIZON WIRELESS	CELL PHONE PLAN	\$44.23
DISPATCH	MAY SALARIES	\$14,931.50
DISPATCH	OVERTIME	\$2,590.29
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	\$27,157.89
<b>EMERGENCY MANAGEMENT</b>		
EFTPS	PAYROLL TAXES	\$1,344.64
GOLDEN WEST TECHNOLOGIES	SERVICE/NETWORK/SERVER	\$8.50
HOT SPRINGS AUTOMOTIVE	SUPPLY	\$56.92
MARCO	COPIER LEASE	\$38.90
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$569.22
VERIZON WIRELESS	CELL PHONE PLAN	\$188.45
FR EMERGENCY MANAGEMENT OFFICE	MAY SALARIES	\$4,798.55
	TOTAL FOR EMERGENCY MANAGEMENT	\$7,005.18
<b>24/7 SOBRIETY FUND</b>		
EFTPS	PAYROLL TAXES	\$306.02
SD RETIREMENT SYSTEM	SDRS CONTRIBUTION	\$43.36
24/7 OFFICE	MAY SALARIES	\$2,011.75
	TOTAL FOR 24/7 SOBRIETY FUND	\$2,361.13
<b>COURTHOUSE BUILDING FUND</b>		
BOMGAARS	SUPPLY	\$14.99
	TOTAL FOR COURTHOUSE BUILDING FUND	\$14.99
	TOTAL PAID BETWEEN 5/20/20 AND 6/4/20	\$664,140.00

With Nabholz voting no, all others voting yes, motion carries.

Break was taken at 10:10 a.m. and meeting resumed at 10:15 a.m.

Public comment was heard from Joe Falkenburg noting \$25,000 donated locally by First Interstate Bank; Sheriff Evans reported that there is 4 females and 7 males in the Fall River County Jail, for a total of 11. Evans also reported on an issue at Cascade Falls by individuals parking on the highway and that Coldbrook has now opened their road, but not the campground at this time.



The Covid-19 resolution was reviewed. Motion made by Nabholz, seconded by Russell, to fully open the courthouse. Discussion was held on pros and cons of this. With Nabholz voting yes, all others voting no, motion fails.

Motion made by Greenough, seconded by Allen, to leave the courthouse as is. With Nabholz voting no, all others voting yes, motion carries.

The following people presented budget requests for 2021:

Milton Berg, Hot Springs Senior Center  
Kehala Two Bulls, CASA  
Barb Cline, Prairie Hills Transit  
Julie Birner, Addiction Recovery of the Black Hills  
Kyle Stainbrook, Boys and Girls Club  
Kelsey Trotter, Edgemont YMCA  
Don Kellogg, Edgemont Senior Citizens and Senior Meals  
Dawn Johnson, Hot Springs Public Library  
Stacie Harter, Edgemont Public Library

Stacey Martin, GIS, met with the board. Motion made by Nabholz, seconded by Greenough, to approve a quit claim deed to the Hot Springs School all of Lot 8.

Jessica Hamar, Oelrichs Senior Center presented her 2021 budget request.

Nina Steinmetz, Weed and Pest Supervisor, met with the board. Motion made by Allen, seconded by Nabholz, to utilize the grant funding in the amount of \$4,500.00 from the SD Department of Ag for prairie dog cost reimbursement.

Break was taken at 11:13 a.m. and meeting resumed at 11:18 a.m.

Motion made by Russell, seconded by Nabholz, to enter executive session as per SDCL 1-25-2 (1) for personnel purposes, at 12:43 p.m.

Meeting reconvened at 1:02 p.m.

Motion made by Nabholz, seconded by Russell, to take the letter to SDSU off the table.

Motion made by Nabholz, seconded by Russell, to authorize Commissioners Falkenburg and Greenough the authority to send a letter to SDSU requesting that they drop the COVID restrictions by August 1<sup>st</sup>, 2020 to allow for achievement days.

The Official Canvass of the June 2, 2020 Primary Election was conducted by the board.

Motion made by Russell, seconded by Greenough, to approve the Official 2020 Primary Election Canvass.

Motion made by Allen, seconded by Nabholz, to adjourn at 1:23 p.m.

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

ATTEST:

/s/ Sue Ganje

Sue Ganje, Fall River County Auditor

## FALL RIVER COUNTY APPROVED MINUTES OF JUNE 16, 2020

The Fall River Board of County Commissioners met in regular session on June 16, 2020. Present: Joe Allen, Joe Falkenburg, Heath Greenough, Paul Nabholz, Deb Russell and Sue Ganje, Auditor.

The Pledge of Allegiance was given, and the meeting called to order at 9:00 a.m. A prayer was offered for our nation.

The agenda was reviewed for conflicts. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED. The full context of the meeting can be found on the county website under Commissioners at <http://fallriver.sdcounties.org>, or under Fall River County Commission, SD at <http://www.YouTube.com>.

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

Motion made by Nabholz, seconded by Greenough, to approve the May 19, 2020 minutes. The June 4, 2020 were not available.

Motion made by Nabholz, seconded by Russell, to table the April and May 2020 Auditor's Account with the Treasurer. This will allow the change of the Treasurer position to complete and get the confirmed figure for the Charles Schwab account.

Motion made by Nabholz, seconded by Russell, to approve the 2020 – 2021 Malt Beverage and SD Wine License application for Zest, LLC and authorize the chairman to sign.

Motion made by Russell, seconded by Greenough to approve removing Fritchie Bayan's returned check, in the amount of \$957.52, dated August 24, 2018, as per SDCL 7-11-4.2.

No applications for county assistance or death expenses were presented to the board.

Teresa Pullen, Treasurer, met with the board, to present her 2021 budget.

Frank Maynard, met with the board to provide updates on weekly Covid-19 calls, critical fire dangers, NIMS updates and fires and incidents. Discussion was also held on possible improvement of Rocky Ford road (where the road crosses the river) for fire truck access, and other roads that are no or low maintenance roads, such as the Wilcox road. Maynard will discuss this with Highway Supt. Seiler in preparedness of the coming fire season. Maynard also noted concerns with fireworks

Erin McGlumphy, Extension and representing the 4-H Leaders, met with the board to present her 2021 Extension budget request, and to note the 4H Leaders will hold on to the 2020 budgeted monies and not request monies for the 2021 year. Discussion was held on options for kids to show and sell their animals.

Bob Evans, Sheriff, met with the board. Motion made by Greenough, seconded by Nabholz, to approve hiring Larry Berens for security/metal detector at \$11.00 per hour, effective June 10, 2020 and for the 24/7 program at \$13.00 per hour, effective June 7, 2020; and to reclassify Miranda Prado from the 24/7 program to dispatch at \$14.00 per hour, effective June 12, 2020.

Evans reported that there are 2 females and 7 males in the Fall River County Jail, with no inmates in the Pennington County Jail. Discussion was held on Fall River County Road.

Randy Seiler, Highway Superintendent, met with the board. Motion made by Nabholz, seconded by Allen, to approve the auto gate request from Mark Tubbs.

Motion made by Russell, seconded by Greenough, to approve the May 2020 fuel used or work performed to reimburse the highway department as follows: Sheriff's Department for \$1,644.94; Weed and Pest Office for \$222.51; Building for \$36.31; Emergency Management for \$37.24; and Election for \$20.22.

Seiler updated the board on Shep's Canyon Road traffic counts and mag water. Seiler will contact Game, Fish and Parks and have them meet with the commissioners. Discussion was also held on Simons having ground up asphalt for sale at \$8 per ton and the possibility of using Base 1 on Oral Road. Seiler advised of the first FEMA check has been received in the amount of \$10,561.20 and the board discussed culverts in various spots in the county, with a brief discussion on wages for the highway department.

The 2021 Highway Department budget was reviewed.

The following people met with the board to present their 2021 budget requests:

Susie Ryks, 2-1-1 Helpline (via phone)  
 Greg Foust, Hot Springs Elderly Meals  
 Kim McNemar, Behavior Management System  
 Melissa Niles, Conservation District

Motion made by Greenough, seconded by Russell, to approve the bills as follows:

**GENERAL FUND**

CURA HOSPITALITY	INMATE MEALS	\$7,240.57
BLACK HILLS CHEMICAL	SUPPLY	\$565.75
CASCADE FIRE DEPARTMENT	PRIMARY ELECTION	\$25.00
CENTURY BUSINESS LEASING	COPIER LEASE & METER	\$147.86
COLBATH, ANGELA M	CAAF	\$6,241.80
EN-TECH LLC	FUMIGATION	\$110.00
FALL RIVER AUTO SUPPLY	SUPPLY	\$35.51
FALL RIVER COUNTY SHERIFF	REIMBURSEMENT	\$40.00
FARRELL, FARRELL & GINSBACH	CAAF	\$4,442.97
FALL RIVER COUNTY HERALD	SUBSCRIPTION	\$169.55

HILLYARD/SIOUX FALLS	SUPPLY	\$171.62
HOT SPRINGS ACE HARDWARE	SUPPLY	\$58.94
LAMB MOTOR COMPANY	NEW VEHICLE FOR SHERIFF	\$33,060.00
LAMPHERE, MARC	PRIMARY ELECTION	\$120.00
LINEHAN, LEOTA	PRIMARY ELECTION	\$166.00
LYNNS DAKOTAMART	SUPPLY	\$17.07
O'NEILL, JUSTIN	CAAF	\$836.53
PENN CO STS ATTN OFFICE	MI	\$430.00
PENNINGTON COUNTY JAIL	INMATE HOUSING/TRANSPORT PENNINGTON	\$3,007.00
PHOENIX INVESTIGATIONS	COURT ORDERED INVESTIGATION	\$701.86
QUILL CORPORATION	SUPPLIES INVESTION	\$217.95
SD DEPARTMENT OF HEALTH	BLOOD DRAWS	\$420.00
SERVALL	RUGS AND MATS SERVICE	\$451.09
SPERLICH, PEGGY	PRIMARY ELECTION	\$145.00
SOFTWARE SERVICES INC	SOFTWARE MAINTENANCE	\$1,070.00
HELPLINE CENTER, INC.	2020 BUDGET ALLOTMENT	\$1,500.00
WENDELL'S GARAGE	SERVICE	\$347.78
DEVRIES, SHEILA	PRIMARY ELECTION	\$44.42
BEARD, IRENE	PRIMARY ELECTION	\$78.44
AABERG, WANDA M	PRIMARY ELECTION	\$145.00
COATES, VIRGINIA	PRIMARY ELECTION	\$145.00
BASTIAN, TRACY	PILOT	\$100.00
RHOE, KELLI	PRIMARY ELECTION	\$181.50
COATES, ED	PRIMARY ELECTION	\$145.00
BENSON, CONNIE	PRIMARY ELECTION	\$145.00
BIRKHOLT, FRANCES M	PRIMARY ELECTION	\$145.00
DEVRIES, DONALD J	PRIMARY ELECTION	\$42.08
PULSCHER, CARMEN	PRIMARY ELECTION	\$103.11
BOWKER, ROBERTA	PRIMARY ELECTION	\$46.75
BECKER, JANET	PRIMARY ELECTION	\$44.41
STOKES, AMY	PRIMARY ELECTION	\$130.00
KUNSMAN, PAULINE	PRIMARY ELECTION	\$145.00
BURROWS, MARY	PRIMARY ELECTION	\$74.81
HADEN, DENISE	PRIMARY ELECTION	\$60.78
THIES, JUDITH	PRIMARY ELECTION	\$166.00
SHOOK, CHERYL	PRIMARY ELECTION	\$145.00
STEARNS, FLORA	PRIMARY ELECTION	\$145.00
BURRIS, DAVID	PRIMARY ELECTION	\$140.00
CARLSON, VIRGINIA	PRIMARY ELECTION	\$145.00
TWISS, TMARA	PRIMARY ELECTION	\$145.00
THEILMANN, LAURIE	PRIMARY ELECTION	\$58.44
ANDERSEN, DONALD	PRIMARY ELECTION	\$208.00
ANDERSON, PAM J.	PRIMARY ELECTION	\$145.00

BATCHELOR, LAURA ANN	PRIMARY ELECTION	\$145.00
HANSEN, JUDY	PRIMARY ELECTION	\$145.00
MOWRY, LANA	PRIMARY ELECTION	\$145.00
REED, CYNTHIA	PRIMARY ELECTION	\$150.88
TAYLOR, YVONNE	PRIMARY ELECTION	\$145.00
MARTIN, MIRIAM	PRIMARY ELECTION	\$145.00
STRAUSER, GARRY	PRIMARY ELECTION	\$145.00
CORBETT, SCOTT	PRIMARY ELECTION	\$28.05
ALLEN, KIMBERLY	PRIMARY ELECTION	\$15.00
MCDANIEL, PRISCILLA	PRIMARY ELECTION	\$70.13
NACHTIGALL, JEAN	PRIMARY ELECTION	\$145.00
WITTMEIER, DAVID	PRIMARY ELECTION	\$145.00
FITZGERALD, VELVA	PRIMARY ELECTION	\$130.00
HERNANDEZ, SHELIA	PRIMARY ELECTION	\$46.75
BECKER, RANDALL	PRIMARY ELECTION	\$44.41
BOLANDER-RAMACHER, KRISTA	PRIMARY ELECTION	\$103.11
BRADLEY-THOMPSON, BO	PRIMARY ELECTION	\$145.00
MOREN, MELISSA	PRIMARY ELECTION	\$145.00
SYMSTAD, JEFF	PRIMARY ELECTION	\$145.00
CONGER, LESTA	PRIMARY ELECTION	\$155.08
HAMAKER, KRISTOFER	PRIMARY ELECTION	\$145.00
BOSSERT, JULIE K	PRIMARY ELECTION	\$145.00
	TOTAL FOR GENERAL FUND	\$67,442.00
<b>911 SURCHARGE REIMBURSEMENT</b>		
QUILL CORPORATION	SUPPLIES	\$14.49
CENTURY LINK	911 DISPATCH LINES	\$496.03
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	\$510.52
<b>L.E.P.C. GRANT</b>		
PUDWILL, NORMAN	SURVEYOR	\$60.00
	TOTAL FOR L.E.P.C. GRANT	\$60.00
<b>COURTHOUSE BUILDING FUND</b>		
FLINT ELECTRIC	ELECTRICAL SERVICE	\$187.36
	TOTAL FOR COURTHOUSE BUILDING FUND	\$187.36
	TOTAL PAID BETWEEN 6/5/20 AND 6/16/20	\$68,199.90

Break was taken at 10:08 a.m. and meeting resumed at 10:15 a.m.

Public comment was heard from Heath Greenough about a possible packing plant in Fall River County, with a meeting in July; Joe Falkenburg voiced disappointment about the loss of the county fair, SDSU guidelines and that the kids are really missing out.

Stacey Martin, GIS, met with the board to present her 2021 budget requests for GIS and 911 Replacement Signs.

Andrea Powers, SHEDCO, met with the board to present her 2021 budget request.

The Covid-19 resolution was reviewed. Motion made by Nabholz to dispense with taking temperatures and open the courthouse and other county buildings fully. Motion failed for a lack of a second.

Motion made by Russell, seconded by Allen, to continue to leave the courthouse as is. With Nabholz voting no, all others voting yes, by roll call vote, motion carries.

Motion made by Nabholz, seconded by Russell, to enter executive session as per SDCL 1-25-2 (1) and SDCL 1-25-2 (3) for personnel and legal purposes, at 10:42 a.m.

Meeting reconvened at 11:04 a.m.

Motion made by Nabholz, seconded by Russell, to adjourn at 11:05 a.m.

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

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

**AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER**

**TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS OF FALL RIVER COUNTY:**

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 30<sup>th</sup> day of April 2020.

<b>Total Amt of Deposit in First Interstate Bank:</b>	<b><u>\$3,426,924.07</u></b>
<b>Total Amt of Deposit in First National Bank of Lead:</b>	<b><u>\$1,000.00</u></b>
<b>Total Amount of Cash:</b>	<b><u>\$2,615.14</u></b>
<b>Total Amount of Treasurer's Change Fund:</b>	<b><u>\$ 900.00</u></b>
<b>Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:</b>	<b><u>\$177,291.30</u></b>

**SAVINGS:**

<b>First Interstate Bank:</b>	<b><u>\$230,932.85</u></b>
<b>First National Bank of Lead:</b>	<b><u>\$1,040,077.88</u></b>

**CERTIFICATES OF DEPOSIT:**

<b>First Interstate-Hot Springs:</b>	<b><u>\$4,056,787.49</u></b>
<b>Black Hills Federal Credit Union:</b>	<b><u>\$250,000.00</u></b>
<b>Bank of the West</b>	<b><u>\$525,723.73</u></b>
<b>Schwab Treasury</b>	<b><u>\$209,528.16</u></b>
<b>First National Bank – Lead</b>	<b><u>\$300,000.00</u></b>
<b>Black Hills Community</b>	<b><u>\$800,000.00</u></b>

Itemized list of all items, checks and drafts that have been in the Treasurer's possession over three days:

Register of Deeds Change Fund: \$500.00  
Highway Petty Cash: \$20.00  
Election Petty Cash: \$15.00

**RETURNED CHECKS:**

Bayan, Fritchie \$957.52, Lic 08/24/2018                      **TOTAL \$ 11,023,273.14**

Dated This 30<sup>th</sup> Day of April 2020.

\_\_\_\_\_  
Sue Ganje, County Auditor of Fall River County.

County Monies: \$7,921,972.75  
Held for other Entities: \$2,943,093.59  
Held in Trust: \$158,206.80  
**TOTAL: \$11,023,273.14**

The Above Balance Reflects County Monies, Monies Held in Trust, and Monies Collected for and to be remitted to Other ENTITIES: SCHOOLS, TOWNS, TOWNSHIPS, FIRE AND AMBULANCE DISTRICTS, AND STATE.



AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS OF FALL RIVER COUNTY:

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 31<sup>st</sup> day of May 2020.

Total Amt of Deposit in First Interstate Bank: \$1,310,663.15

Total Amt of Deposit in First National Bank of Lead: \$1,000.00

Total Amount of Cash: \$1,347.70

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

Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days: \$42,209.40

SAVINGS:

First Interstate Bank: \$236,162.16  
First National Bank of Lead: \$1,040,740.53

CERTIFICATES OF DEPOSIT:

First Interstate-Hot Springs: \$4,056,787.49  
Black Hills Federal Credit Union: \$250,000.00  
Bank of the West: \$525,723.73  
Schwab Treasury: \$209,528.16  
First National Bank - Lead: \$300,000.00  
Black Hills Community: \$800,000.00

Itemized list of all items, checks and drafts that have been in the Treasurer's possession over three days:

Register of Deeds Change Fund: \$500.00  
Highway Petty Cash: \$20.00  
Election Petty Cash: \$15.00

RETURNED CHECKS:

Bayan, Fritchie \$957.52, Lic 08/24/2018 TOTAL \$8,776,554.84

Dated This 31<sup>st</sup> Day of May 2020.

Sue Ganje  
Sue Ganje, County Auditor of Fall River County.

County Monies: \$7,990,748.90  
Held for other Entities: \$614,012.13  
Held in Trust: \$171,793.81  
TOTAL: \$8,776,554.84

The Above Balance Reflects County Monies, Monies Held in Trust, and Monies Collected for and to be remitted to Other ENTITIES: SCHOOLS, TOWNS, TOWNSHIPS, FIRE AND AMBULANCE DISTRICTS, AND STATE.

ORIGINAL

5/18/20 FALL RIVER COUNTY

3+ YEAR BUDGET WORKSHEET

SHERIFF'S OFFICE (FRI)

AS OF APRIL

20

LEBUDW

PAGE 37

ACCOUNT DESCRIPTION

GL#

17 ACTUAL

18 ACTUAL

19 ACTUAL

3-YEAR AVERAGE

20 BUDGET

20 YTD ACTUAL

%

21 REQUESTED

21 APPROVED

4110.211 SHERIFFS SALARIES	10100X4110211	369,284.81	381,075.50	380,547.21	376,969.17	364,178.00	129,142.42	35
4120.211 SHERIFFS SOC SEC	10100X4120211	27,630.74	28,642.47	28,476.26	28,249.82	30,995.00	9,612.07	31
4130.211 SHERIFFS RETIREMENT	10100X4130211	24,325.45	24,886.02	24,958.33	24,723.27	31,645.00	8,500.87	27
4140.211 WORKMAN'S COMP	10100X4140211	8,035.65	7,225.17	7,727.33	7,662.72	7,300.00	.00	
4150.211 SHERIFF HEALTH INS	10100X4150211	32,252.00	32,515.00	33,481.00	32,749.33	36,385.00	11,702.50	32
REIMBURSEMENT BLUE CROSS	10100X4151211	.00	.00	.00	.00	.00	.00	
4160.211 UNEMPLOYMENT	10100X4160211	.00	808.98	.00	269.66	.00	.00	
4180.211 SHERIFF DENT INS	10100X4180211	3,721.40	3,680.95	3,680.95	3,694.43	3,885.00	1,253.95	32
ACCOUNT TYPE TOTALS	41	465,250.05	478,834.09	478,871.08	474,318.41	474,388.00	160,211.81	34
4210.211 INSURANCE	10100X4210211	13,213.22	13,494.57	15,556.76	14,088.18	15,600.00	.00	
4220.211 LAB	10100X4220211	.00	272.21	.00	90.74	.00	.00	
4221.211 INVESTIGATIONS	10100X4221211	.00	.00	.00	.00	.00	143.00	
4241.211 POSTAGE LEASE	10100X4241211	271.84	280.81	70.95	207.87	500.00	.00	
4250.211 REPAIR & MAINT	10100X4250211	.00	6,795.00	17,720.00	8,171.67	7,000.00	.00	
4260.211 SHERIFFS SUPPLY	10100X4260211	13,474.48	7,710.01	6,657.58	9,280.69	37,000.00	2,107.01	6
4261.211 GRANTS	10100X4261211	.00	828.76	10.79	279.85	.00	.00	

500.00

7000.00

37000.00

~~4110.211~~  
~~4120.211~~  
~~4130.211~~  
~~4140.211~~  
~~4150.211~~  
~~4160.211~~  
~~4180.211~~  
~~4210.211~~  
~~4220.211~~  
~~4221.211~~  
~~4241.211~~  
~~4250.211~~  
~~4260.211~~  
~~4261.211~~

387,700.00

5/18/20	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET	SHERIFF'S OFFICE (FR)	AS OF APRIL	20	LPBUDW	PAGE 38			
ACCOUNT DESCRIPTION	GL#	17 ACTUAL	18 ACTUAL	19 ACTUAL	3-YEAR AVERAGE	20 BUDGET	20 YTD ACTUAL	%	21 REQUESTED	21 APPROVED
4262.211 SHOOTING RANGE GRANT	10100X4262211	.00	.00	.00	.00	.00	.00			
4263.211 4-COUNTY HIGHWAY GRAN	10100X4263211	.00	.00	11.97	3.99	.00	40.25			
4264.211 112 HWY SAFETY GRANT	10100X4264211	.00	.00	.00	.00	.00	.00			
4265.211 POSTAGE SUPPLY	10100X4265211	600.60	744.50	690.50	678.53	750.00	237.59	32	750.00	
4266.211 DONATIONS	10100X4266211	.00	154.50	121.98	92.16	.00	.00			
4270.211 SHERIFFS MEALS & MILE	10100X4270211	305.17	585.80	22.85	304.61	1,000.00	.00	19	50,000.00	
4272.211 SHERIFFS CAR MAINTENA	10100X4272211	36,497.56	63,436.20	40,291.30	46,741.69	50,000.00	9,491.35	19	50,000.00	
4274.211 HONELAND SEC GRANT	10100X4274211	.00	28,714.60	.00	9,571.53	.00	.00			
4280.211 SHERIFF PHONE	10100X4280211	12,317.39	11,270.45	8,466.39	10,684.74	11,000.00	4,006.94	36	11,000.00	
4281.211 SHERIFF PHONE/911	10100X4281211	.00	.00	.00	.00	6,180.00	.00			
4282.211 SHERIFF CELLPHONES	10100X4282211	3,947.09	6,443.94	6,910.19	5,767.07	6,500.00	1,620.43	25		
4291.211 TRAINING	10100X4291211	504.59	381.90	663.09	516.53	4,000.00	176.42	4	4,000.00	
4293.211 SHERIFFS UNIFORM ALLO	10100X4293211	3,234.03	3,221.17	3,175.33	3,210.18	5,000.00	1,632.58	33	5,000.00	
4294.211 SHERIFFS PASK FORCE	10100X4294211	.00	.00	.00	.00	.00	.00			
4295.211 CANINE EXPENSE	10100X4295211	.00	.00	.00	.00	.00	.00			
4296.211 ANIMAL CARE	10100X4296211	1,401.67	276.80	1,011.36	896.61	700.00	.00			1,000.00
ACCOUNT TYPE TOTALS	42	85,767.64	144,611.22	101,381.04	110,586.63	145,230.00	19,455.57	13		

5/18/20 FALL RIVER COUNTY

3+ YEAR BUDGET WORKSHEET

SHERIFF'S OFFICE (FR)

AS OF APRIL

20

LPBUDW

PAGE 39

ACCOUNT DESCRIPTION	GL#	17 ACTUAL	18 ACTUAL	19 ACTUAL	3-YEAR AVERAGE	20 BUDGET	20 YTD ACTUAL	%	21 REQUESTED	21 APPROVED
4300.211 CAPITAL ASSETS	10100X4300211	.00	.00	.00	.00	.00	.00			
4340.211 RESERVES EQUIP	10100X4340211	.00	.00	9,678.66	3,228.22	.00	.00			
4341.211 SHERIFF EQUIPMENT-CAR	10100X4341211	8,149.44	4,786.25	70,159.80	27,698.50	25,000.00	11,569.22	46	25,000.00	
4342.221 DISPATCH EQUIPMENT	10100X4342211	.00	.00	.00	.00	.00	.00			
4360.211 SHERIFF CAR	10100X4360211	77,465.77	39,428.00	32,471.00	46,788.26	39,000.00	.00		40,000.00	
ACCOUNT TYPE TOTALS	43	85,615.21	35,214.25	112,309.46	77,712.97	64,000.00	11,569.22	18		
FUND TOTALS	10100	636,632.90	658,659.56	692,561.58	662,618.01	683,618.00	191,236.60	28		
DEPT TOTALS	211	636,632.90	658,659.56	692,561.58	662,618.01	683,618.00	191,236.60	28		

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

# ORIGINAL

5/18/20	FALL RIVER COUNTY	3- YEAR BUDGET WORKSHEET	SHERIFF'S OFFICE (FR)	AS OF APRIL	20	20 YTD	21	PAGE
ACCOUNT DESCRIPTION	GL#	17 ACTUAL	19 ACTUAL	3-YEAR AVERAGE	20 BUDGET	ACTUAL	REQUESTED	40
4110.211 24/7 SALARY	24800X4110211	15,947.75	22,182.90	19,399.80	20,000.00	7,915.29		
4120.211 24/7 SOC SEC	24800X4120211	1,220.01	1,691.95	1,482.41	1,530.00	594.73		
24/7 RETIREMENT 4130.211	24800X4130211	.00	275.22	91.74	.00	201.92		
4140.211 24/7 WORKMANS COMP	24800X4140211	207.23	208.97	274.13	140.00	1,250.00		
ACCOUNT TYPE TOTALS	41	17,374.99	24,359.04	21,248.08	21,670.00	9,961.94		
4260.211 24/7 SOBRIETY EXP	24800X4260211	9,761.25	13,958.93	12,109.23	10,000.00	1,643.81		
4261.211 24/7 SUPPLY	24800X4261211	223.80	101.98	620.26	.00	.00		
4264.211 '12 HWY SAFETY GRANT	24800X4264211	.00	.00	.00	.00	.00		
ACCOUNT TYPE TOTALS	42	9,985.05	15,493.93	12,729.49	10,000.00	1,643.81		
4340.211 24/7 EQUIPMENT	24800X4340211	.00	.00	.00	.00	.00		
ACCOUNT TYPE TOTALS	43	.00	.00	.00	.00	.00		
FUND TOTALS	24800	27,360.04	34,719.68	33,977.56	31,670.00	11,505.75		
DEPT TOTALS	211	27,360.04	34,719.68	33,977.56	31,670.00	11,505.75		

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

ORIGINAL

ACCOUNT DESCRIPTION	GL#	17 ACTUAL	18 ACTUAL	19 ACTUAL	3-YEAR AVERAGE	20 BUDGET	20 YTD ACTUAL	%	REQUESTED	APPROVED
4110.212 JAIL SALARIES	10100X4110212	214,592.69	213,057.16	203,549.25	210,399.70	263,680.00	89,037.57	34	4282,600.00	
4120.212 JAIL SOC SEC	10100X4120212	16,366.50	16,081.82	14,521.06	15,656.46	20,175.00	6,433.39	32		
4130.212 JAIL RETIREMENT	10100X4130212	12,765.60	12,236.35	12,003.57	12,335.17	15,825.00	5,342.23	34		
4140.212 WORKMAN'S COMP	10100X4140212	6,858.10	6,134.98	7,692.51	6,895.20	6,200.00	.00			
4150.212 JAIL HEALTH INS	10100X4150212	22,782.50	21,799.00	26,120.00	23,567.17	31,850.00	10,192.50	32		
4160.212 UNEMPLOYMENT	10100X4160212	.00	.00	.00	.00	.00	.00			
4180.212 JAIL DENT INS	10100X4180212	2,629.25	2,507.90	2,871.95	2,669.70	3,400.00	1,092.15	32		
4190.212 TRANSPORT SAL & EXP	10100X4190212	.00	.00	.00	.00	.00	.00			
ACCOUNT TYPE TOTALS	41	275,994.64	271,817.21	266,758.34	271,523.40	341,130.00	112,097.84	33		
4210.212 INS ON JAIL BUILDING	10100X4210212	910.94	565.14	998.01	824.70	1,000.00	.00			
4211.212 INS DEDUCTIBLE	10100X4211212	.00	.00	.00	.00	.00	.00			
4220.212 JAIL CONTRACT SERVICE	10100X4220212	.00	.00	4,321.99	1,440.66	5,000.00	1,279.36	26		
4221.212 LAWSUIT	10100X4221212	.00	.00	.00	.00	.00	.00			
4222.212 JAIL CONSULTING FEES	10100X4222212	.00	.00	.00	.00	.00	.00			
4223.212 NURSE CONTRACT	10100X4223212	12,000.00	12,000.00	12,000.00	12,000.00	13,000.00	4,000.00	31		
4227.212 JUV CARE / PROFESSIONAL	10100X4227212	.00	.00	.00	.00	.00	.00			

5/18/20	FALL RIVER COUNTY	3- YEAR BUDGET WORKSHEET	COUNTY JAIL (FR)	AS OF APRIL	20	%	IPBUDM	21	PAGE	42
ACCOUNT DESCRIPTION	GL#	17 ACTUAL	18 ACTUAL	19 ACTUAL	3-YEAR AVERAGE	20 BUDGET	20 YTD ACTUAL	REQUESTED	APPROVED	
4260.212 JAIL REPAIR	10100X4260212	3,778.81	17,634.60	5,483.72	9,965.71	10,000.00	13,632.51	15,000.00		
4251.212 MAINTENANCE AGREEMENT	10100X4251212	5,940.00	10,984.50	2,189.00	6,371.17	8,000.00	.00			
4260.212 PRISONERS NEEDS	10100X4260212	6,845.90	1,064.78	425.99	2,778.89	7,000.00	111.06	185,000.00		
4261.212 PRISONERS BOARD (FOOD)	10100X4261212	156,603.73	204,497.01	133,738.79	164,946.51	185,000.00	99,509.55	66,025.00		
4262.212 PRIS MEDICAL EXPENSE	10100X4262212	45,149.64	40,622.78	37,602.26	41,124.89	66,025.00	10,128.13	30,000.00		
4263.212 JAIL SUPPLY	10100X4263212	25,400.45	20,657.31	21,803.02	22,620.26	30,000.00	4,322.16	28,000.00		
4270.212 TRANSPORT TRAVEL	10100X4270212	3,295.85	5,871.61	3,725.73	4,297.73	28,000.00	8,797.29	10,000.00		
4280.212 OFFICE SUPPLIES	10100X4280212	6,320.17	4,665.04	1,806.51	4,263.91	10,000.00	348.43	35,000.00		
4281.212 JAIL UTILITIES	10100X4281212	29,152.83	24,601.89	29,767.48	27,840.73	35,000.00	9,153.71	35,000.00		
4291.212 TRAINING	10100X4291212	1,000.00	.00	133.91	377.97	500.00	.00			
4293.212 JAIL/DISPATCH UNIFORM	10100X4293212	1,461.30	3,293.52	2,750.94	2,501.92	4,000.00	2,032.57			
ACCOUNT TYPE TOTALS	42	297,859.62	346,458.18	256,747.35	300,355.05	402,525.00	153,314.77			
4309.212	10100X4309212	.00	.00	.00	.00	.00	.00			
4320.212 JAIL PROJECT	10100X4320212	.00	.00	.00	.00	.00	.00			
4340.212 TRANSPORT EQUIP	10100X4340212	.00	.00	2,808.84	936.28	.00	.00			
4350.212 DISPATCH EQUIPMENT	10100X4350212	.00	.00	39,833.80	13,277.93	.00	.00			

*35,000.00*  
*10,000.00*  
*28,000.00*  
*30,000.00*  
*66,025.00*

ACCOUNT DESCRIPTION	GL#	17 ACTUAL	18 ACTUAL	19 ACTUAL	3-YEAR AVERAGE	20 BUDGET	20 YTD ACTUAL	%	21 REQUESTED	21 APPROVED
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4351.212 JAIL EQUIPMENT	10100X4351212	11,447.34	.00	12,270.15	7,905.83	6,500.00	.00			
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ACCOUNT TYPE TOTALS	43	11,447.34	.00	54,912.79	22,120.04	6,500.00	.00			
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FUND TOTALS	10100	585,301.60	618,275.39	578,418.48	593,998.49	750,155.00	265,412.61	35		
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DEPT TOTALS	212	585,301.60	618,275.39	578,418.48	593,998.49	750,155.00	265,412.61	35		
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\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS



# ORIGINAL

5/19/20	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET	DISPATCH CENTER	AS OF APRIL	20 YTD ACTUAL	LEBUD	PAGE 57
ACCOUNT DESCRIPTION	GL#	17 ACTUAL	18 ACTUAL	19 ACTUAL	3-YEAR AVERAGE	20 BUDGET	21 REQUESTED
4110.225 DISPATCH SALARY	20700X4110225	188,238.80	201,898.87	204,999.56	198,379.08	220,225.00	77,419.72
4120.225 DISPATCH FICA	20700X4120225	14,194.68	15,225.61	15,527.20	14,982.50	16,850.00	5,856.18
4130.225 DISPATCH RETIREMENT	20700X4130225	11,276.22	11,923.42	12,250.17	11,816.60	13,215.00	4,602.28
4140.225 DISPATCH WORKMAN'S CO	20700X4140225	172.69	338.49	174.14	228.44	340.00	.00
4150.225 DISPATCH INSURANCE	20700X4150225	19,003.23	21,442.50	21,328.00	20,591.24	22,740.00	7,550.00
4180.225 DISPATCH DENTAL	20700X4180225	2,192.47	2,427.00	2,346.10	2,321.86	2,427.00	809.00
ACCOUNT TYPE TOTALS	41	235,078.09	253,235.89	256,625.17	248,319.72	275,797.00	96,237.18
4210.225 DISPATCH INSURANCE	20700X4210225	358.44	174.54	175.44	236.14	200.00	.00
4230.225 REPAIR & MAINT	20700X4230225	.00	6,177.50	1,102.00	2,426.50	6,500.00	.00
4260.225 DISPATCH SUPPLY	20700X4260225	9,228.55	3,728.00	1,605.42	4,853.99	4,000.00	2,281.11
4280.225 DISPATCH PHONE	20700X4280225	7,569.17	4,073.20	661.12	4,101.16	4,000.00	157.08
4290.225 911 SURCHARGE	20700X4290225	18,007.25	16,972.00	17,225.70	17,401.65	25,000.00	5,583.34
4291.225 DISPATCH UNIFORM	20700X4291225	1,105.90	1,448.31	1,365.18	1,306.46	2,000.00	445.57
4292.225 DISPATCH TRAINING	20700X4292225	1,060.50	2,255.00	1,336.95	1,550.82	2,500.00	294.89
ACCOUNT TYPE TOTALS	42	37,329.81	34,828.55	23,471.81	31,876.72	44,200.00	8,761.99
4340.225 DISPATCH EQUIPMENT	20700X4340225	1,534.09	614.31	61,059.79	21,069.40	8,500.00	696.56
ACCOUNT TYPE TOTALS	43	1,534.09	614.31	61,059.79	21,069.40	8,500.00	696.56
FUND TOTALS	20700	273,941.99	288,698.75	341,156.77	301,265.84	328,497.00	105,695.73

*5000.00*

*240,225.00*

DEPT TOTALS 225 273,941.99 288,698.75 341,156.77 301,265.84 328,497.00 105,695.73 32

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

5/18/20 FALL RIVER COUNTY 3+ YEAR BUDGET WORKSHEET DISPATCH CENTER

ACCOUNT DESCRIPTION GL# ACTUAL ACTUAL ACTUAL 3-YEAR AVERAGE BUDGET 20 YTD ACTUAL % REQUESTED APPROVED

4280.225 F S TITLE III EXPENSE 216004260225 3,565.00 42,366.09 .00 15,310.36 .00 .00 .00

ACCOUNT TYPE TOTALS 42 3,565.00 42,366.09 .00 15,310.36 .00 .00 .00

FUND TOTALS 21600 3,565.00 42,366.09 .00 15,310.36 .00 .00 .00

DEPT TOTALS 225 3,565.00 42,366.09 .00 15,310.36 .00 .00 .00

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

1  
2  
3

USDA Forest Service	OMB 0596-0217 FN-1500-10
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<b>MODIFICATION OF GRANT OR AGREEMENT</b>	PAGE 1 OF 10 PAGES
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1 U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER <b>19-LF-11020700-010</b>	2 RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY	3 MODIFICATION NUMBER <b>001</b>
4 NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (omit name, street, city, state, and zip - 4) <b>Nebraska National Forests &amp; Grasslands          125 North Main Street, Chadron, NE 69337</b>	5 NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (omit name, street, city, state, and zip - 4) <b>Nebraska National Forests &amp; Grasslands          125 North Main Street, Chadron, NE 69337</b>	
6 NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip - 4, county) <b>Fall River County Sheriff's Office          906 N. River Street, Hot Springs, SD 57747</b>	7 RECIPIENT/COOPERATOR'S THIS SUB ACCOUNT NUMBER (if for this payment use only)	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Add funds in the amount of \$5,227.43.
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input checked="" type="checkbox"/>	OTHER (Specify type of modification): Add 2020 Annual Operating Plan.

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):  
 The purpose of this Modification is to provide additional funding and add the 2020 Annual Operating Plan.

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: EXHIBIT A - 2020 Annual Operating Plan

11. SIGNATURES

**AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A FALL RIVER COUNTY SHERIFF'S OFFICE SIGNATURE  <small>(Signature of Signatory Official)</small>	11.C DATE SIGNED	11.C U.S. FOREST SERVICE SIGNATURE  <small>(Signature of Signatory Official)</small>	11.D DATE SIGNED
11.E NAME (type or print) <b>SEE ATTACHED 2020 ANNUAL OPERATING PLAN FOR SIGNATURES</b>	11.F NAME (type or print) <b>SEE ATTACHED 2020 ANNUAL OPERATING PLAN FOR SIGNATURES</b>		
11.G TITLE (type or print)	11.H TITLE (type or print)		

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:  <b>SEE ATTACHED 2020 ANNUAL OPERATING PLAN FOR SIGNATURES</b> <small>U.S. Forest Service Grants &amp; Agreements Specialist</small>	12.B DATE SIGNED
---	------------------



USDA Forest Service

OMB 0596-0217  
IS-1506-19

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 33 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-773-7500 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20259-6410 or call toll free (866) 632-6992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-6642 (voice relay). USDA is an equal opportunity provider and employer.



FS Agreement No. 19-L.E.-11020700-010  
Cooperator Agreement No.

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN**

**Between The  
FALL RIVER COUNTY SHERIFF'S DEPARTMENT  
And the  
USDA, FOREST SERVICE  
NEBRASKA NATIONAL FORESTS AND GRASSLANDS  
BLACK HILLS NATIONAL FOREST**

**2020 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Fall River County Sheriff's Department, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Nebraska National Forests and Grasslands and Black Hills National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #19-L.E.-11020700-010 executed on May 31, 2020. This Annual Operating Plan is made and agreed to as of the last date signed below and ending December 31, 2020

Previous Year Carry-over: \$1,972.57  
Current Year Obligation: \$5,227.43  
CY 2020 Total Annual Operating Plan: \$7,200.00

*Invoices submitted, that are not within the performance period of this AOP, will not be paid.*

**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
Robert J. Evans Fall River County Sheriff 906 N. River Street. Hot Springs, SD 57747 Telephone: 605-745-4444 FAX: 605-745-7591 Email: freso@gwte.net	Vince Logue 906 N. River Street. Hot Springs, SD 57747 Telephone: 605-745-4444 FAX: 605-745-7591 Email: freso@gwte.net 2 <sup>nd</sup> Email: deputy.logue@frcounty.org

**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
David B. Hartley, Patrol Captain 2013 Eastside 2 <sup>nd</sup> Street Sheridan, WY 82801 Telephone: 307-674-2682 FAX: 307-674-2668 Email: david.hartley@usda.gov	Amanda Galdo 125 North Main Street Chadron, NE 69337 Telephone: 308-432-0388 FAX: 308-432-0309 Email: amanda.galdo@usda.gov

U.S. Forest Service Field Contact	U.S. Forest Service Payment Approver Contact
Eric Nelson 1019 N. 5 <sup>th</sup> Street Custer, SD 57730 Telephone: 605-673-9307 FAX: 605-673-5461 Email: eric.nelson@usda.gov	Linda Hartman 2013 Eastside 2 <sup>nd</sup> Street Sheridan, WY 82801 Telephone: 307-674-2653 FAX: 307-674-2668 Email: linda.hartman@usda.gov

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

\$.54/mile patrolled

Wages at the prevailing rate of \$25.00/hour.

**II. PATROL ACTIVITIES:**

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.



- B. Patrol on the following U.S. Forest Service roads, campgrounds, developed sites, or dispersed areas:

***Nebraska National Forests and Grasslands***

To make not less than six (6) vehicular patrols to western Fall River Country during the antelope season. These patrols are figured on the basis of 150 miles and 6 man-hours per patrol. Trip logs will be furnished to the Forest Service.

To make not less than two (2) vehicular patrols to western Fall River County the opening weekend of deer season. These patrols are figured on a basis of 150 miles and 6 man-hours per patrol. Trip logs will be furnished to the Forest Service.

Total reimbursement for this category shall not exceed the amount of: **\$3,600.00.**

***Black Hills National Forest***

To make vehicular patrols to the Keith Memorial Park and Cascade Falls. Patrols to begin May 2020 and continue through September 2020. Patrols will be conducted based on the agreed upon hourly rate and mileage in Section I-B above. Expenditures will not exceed the amount specified below. This will cover approximately 40 patrols. Patrols will be scheduled with varying hours.

Total reimbursement for this category shall not exceed the amount of: **\$3,600.00.**

Cooperator personnel assigned to Item 1 above will record names, addresses, and acts of persons involved in possible violation of Federal regulations and turn information over to the Forest Service law enforcement. If court appearances are necessary, Cooperator personnel will appear as witnesses.

Cooperator personnel assigned to Item 1 above will be regular employees of the Fall River County Sheriff's Department. All patrols will be with an official vehicle equipped with Sheriff's Department decals and law enforcement lights.

Total reimbursement for this category shall not exceed the amount of: **\$7,200.00.**

**III. SPECIAL ENFORCEMENT SITUATIONS:**

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for



reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. **Drug Enforcement:** This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
2. **Fire Emergency:** During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.
3. **Group Gatherings:** This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated, or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

#### **IV. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-II and III-B for additional information.*

- A. Itemized billing for reimbursements for Items listed under II-A and III will be invoiced monthly to:





Invoice must be sent by one of three methods (email is preferred):

EMAIL: [SMFS.usda.us@fs.fed.gov](mailto:SMFS.usda.us@fs.fed.gov) POSTAL: USDA Forest Service  
 Albuquerque Service Center  
 Payments – Grants & Agreements  
 191B Sun Ave NE  
 Albuquerque, NM 87109

- B. Certification that services have been performed (Form FS-5300-5 and Daily Activity Log)  
 (Refer to Clause II-F of the Cooperative Law Enforcement Agreement  
 #19-LE-11020700-010 will be completed monthly and mailed to:

David Hartley, Patrol Captain  
 Bighorn National Forest  
 2013 Eastside 2<sup>nd</sup> Street  
 Sheridan, WY 82801

- C. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	7,200.00	100%
Equipment	N/A	N/A
<b>Total</b>	<b>7,200.00</b>	<b>100%</b>

- D. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*
- V. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

 \_\_\_\_\_ 6/19/2020  
 ROBERT EVANS, Sheriff Date  
 Fall River County Sheriff's Office



**JACK ISAACS** Digitally signed by JACK ISAACS  
 Date: 2020.06.29 14:17:01 -06'00'  
 JACK ISAACS, Forest Supervisor Date:  
 U.S. Forest Service, Nebraska National Forests and  
 Grasslands


**JEROME KRUEGER** Digitally signed by JEROME KRUEGER  
 Date: 2020.06.30 07:45:28 -06'00'  
 JEROME A. KRUEGER, Acting Forest Supervisor Date  
 U.S. Forest Service, Black Hills National Forest


*Joe Falkenburg* 6-25-20  
 JOE FALKENBURG, Chairman Date  
 County Commissioner

**KENNETH PEARSON** Digitally signed by KENNETH PEARSON  
 Date: 2020.07.01 09:42:06 -06'00'  
 KEN PEARSON Date  
 Special Agent in Charge, Region 2

The authority and format of this agreement have been reviewed and approved for signature.

**KARLA SWENSON** Digitally signed by KARLA SWENSON  
 Date: 2020.04.22 13:22:41 -06'00'  
 (FOR) **REBECCA CUTHBERTSON** Date  
 U.S. Forest Service Grants Management Specialist

	USDA, Forest Service <span style="float: right;">OMB 0596-0017 IS 1504AA</span>
Burden Statement	
<p>According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0017. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.</p>	
<p>The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).</p>	
<p>To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1420 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (877) 632-6992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (800) 377-8342 (relay voice). USDA is an equal opportunity provider and employer.</p>	

 <b>USDA</b> Forest Service				<b>LAW ENFORCEMENT ACTIVITY</b> <b>REPORT</b> <small>(Use FS Form 3320)</small>				Agreement Number Initial <input type="checkbox"/> Follow Up <input type="checkbox"/>	
1. Cooperator (Department Name):				2. National Forest:					
3. Record (1)		4. Action Code (2) (FS Use Only) U-Update		5. Unit Identification (3-11) Region Forest State County		6. Date (12-5) Month Year			
7. Patrol Units (16-18)		8. Search and Rescue Missions Hours (19-22)		9. Property Stolen (25-30) Dollars					
10. Property Recovered (31-36) Dollars				11. Controlled Substances Seized (37-45) Dollars (Street Value)					
12. Record (1)		13. Number of Crimes Occurring on National Forest System Lands							
15a Item # (16-17)	15b Type of Crime	17c Coop Agreement Reimbursed Activity (18-20)		15d Non-Coop Agreement Activities (21-23)					
<b>PART I - FBI UNIFORM CRIME REPORTING</b>									
01	Criminal Homicide								
02	Forecible Rape								
03	Robbery								
04	Aggravated Assault								
05	Burglary - Breaking or Entering								
06	Larceny - Theft (Except Motor Vehicle)								
07	Motor Vehicle - Theft								
08	Arson								
<b>PART II - FBI UNIFORM CRIME REPORTING</b>									
09	Other Assaults (simple)								
10	Stolen Property by Buying, Receiving, Possessing								
11	Vandalism								
12	Weapons - Carry, Possessing								
13	Narcotic Drug Law								
14	Driving Under the Influence								
15	Liquor Laws								
16	Drunkenness								
17	Disorderly Conduct								
18	All Other Offenses								
<b>PART III - COOPERATOR ASSISTS</b>									
19	Assists to Forest Service Officers								
20	Assists to Public								
Remarks:									
NOTE: This document is for OFFICIAL USE ONLY. It and its contents are not to be distributed outside your agency, nor duplicated, without prior approval of the USDA, Forest Service, Law Enforcement and Investigations.									

Previous editions are obsolete

FS-5100-5(05/03)

ORIGINAL

ACCOUNT DESCRIPTION	GL#	17 ACTUAL	18 ACTUAL	19 ACTUAL	3-YEAR AVERAGE	20 BUDGET	20 YTD ACTUAL	21 REQUESTED	APPROVED
4290.216 AIRPLANE EXPENSES	10100X4290216	4,906.84	4,931.86	4,296.19	4,711.63	5,500.00	1,653.59	30	5,500.00
ACCOUNT TYPE TOTALS	42	4,906.84	4,931.86	4,296.19	4,711.63	5,500.00	1,653.59	30	
FUND TOTALS	10100	4,906.84	4,931.86	4,296.19	4,711.63	5,500.00	1,653.59	30	
DEPT TOTALS	216	4,906.84	4,931.86	4,296.19	4,711.63	5,500.00	1,653.59	30	

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

5/18/20	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET	EMERGENCY MGT (FR)	AS OF APRIL	20	LPBDDW	PAGE 51			
ACCOUNT DESCRIPTION	GL#	17 ACTUAL	18 ACTUAL	19 ACTUAL	3-YEAR AVERAGE	20 BUDGET	20 YTD ACTUAL	%	21 REQUESTED	21 APPROVED
4110.222 EMER MGT SALARY	22600X4110222	72,852.71	64,126.77	70,823.62	69,267.70	69,155.00	21,869.14	32		
4120.222 EMER MGT SOC SEC	22600X4120222	5,573.24	4,905.69	5,418.05	5,298.99	5,295.00	1,672.97	32		
4121.222 SOC SEC MEDICARE	22600X4121222	.00	.00	.00	.00	.00	.00			
4130.222 EMER MGT RETIREMENT	22600X4130222	4,019.78	3,847.58	4,148.45	4,005.27	4,155.00	1,255.41	30		
4140.222 WORKMAN'S COMP	22600X4140222	1,559.92	1,784.11	1,372.61	1,568.55	1,765.00	.00			
4150.222 B/C INS	22600X4150222	.00	.00	.00	.00	.00	.00			
4160.222 UNEMPLOYMENT	22600X4160222	.00	.00	.00	.00	.00	.00			
4180.222 EM DENTAL INS	22600X4180222	117.34	.00	.00	39.11	.00	.00			
ACCOUNT TYPE TOTALS	41	84,122.99	74,644.15	81,762.73	80,176.62	80,370.00	24,797.52	31		
4270.222 INSURANCE	22600X4210222	2,272.07	1,345.36	1,327.36	1,648.26	2,000.00	.00			
4230.222 EMER MGT PRINTING	22600X4230222	12.30	.00	.00	4.10	500.00	.00			500 <sup>00</sup>
4241.222 POSTAGE LEASE	22600X4241222	90.64	90.64	29.23	70.17	100.00	.00			100 <sup>00</sup>
4260.222 EMER MGT SUPPLIES/REN	22600X4260222	3,052.08	4,521.86	3,362.69	3,645.54	3,000.00	1,183.55	39		3,000 <sup>00</sup>
4261.222 DOJ GRANTS	22600X4261222	.00	.00	.00	.00	.00	.00			
4262.222 FUEL REDUCTION EXP	22600X4262222	.00	.00	.00	.00	.00	.00			
4265.222 POSTAGE SUPPLY	22600X4265222	34.00	10.00	13.90	19.30	50.00	3.80	8		50 <sup>00</sup>

5/10/20	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET	EMERGENCY MGT	(FR)	AS OF APRIL	20 YTD ACTUAL	%	IPBUD	PAGE 52
ACCOUNT DESCRIPTION	GH#	17 ACTUAL	18 ACTUAL	19 ACTUAL	3-YEAR AVERAGE	20 BUDGET	20 YTD ACTUAL	REQUESTED	APPROVED
4267.222 CRP	22600X4267222	.00	.00	.00	.00	.00	.00	3000	
4268.222 POINT OF DISPENSING (	22600X4268222	.00	.00	.00	.00	.00	.00		
4270.222 EMER MGT TRAVEL	22600X4270222	1,626.73	1,963.33	1,938.69	1,842.92	5,000.00	318.54	5000	
4271.222 SERVICES REIMB	22600X4271222	.00	.00	.00	.00	.00	.00		
4272.222 CAR MAINTENANCE	22600X4272222	836.23	683.24	1,226.19	915.22	4,000.00	.00	4000	
4274.222 HOMEAND SECURITY GRA	22600X4274222	9,860.55	.00	.00	3,286.85	.00	.00	2400	
4275.222 PDM GRANT	22600X4275222	.00	.00	.00	.00	.00	.00		
4280.222 EMER MGT PHONE	22600X4280222	7,527.43	6,729.63	3,780.53	6,012.53	2,400.00	896.07	2400	
4290.222 FLOOD CONTROL	22600X4290222	4,383.00	4,223.00	4,370.00	4,325.33	2,000.00	.00	2000	
423.222 EM CLOTHING	22600X4293222	245.94	106.44	58.56	136.98	500.00	.00	500	
4294.222 CD SEARCH & RESCUE	22600X4294222	.00	.00	.00	.00	.00	.00	500	
4295.222 LEPC EXP	22600X4295222	.00	.00	.00	.00	.00	.00		
4296.222 GRANT EXPENSES	22600X4296222	.00	.00	.00	.00	.00	.00		
4297.222 HOMEAND SECURITY GRA	22600X4297222	21,160.00	16,214.00	.00	12,458.00	.00	13,070.40		
ACCOUNT TYPE TOTALS	42	51,100.97	35,887.50	16,107.15	34,365.21	19,550.00	15,472.36	79	
4300.222 HAZMAT	22600X4300222	5,346.00	1,629.59	5,525.00	4,166.86	1,500.00	100.00	7	2000

ACCOUNT DESCRIPTION	GE#	17 ACTUAL	18 ACTUAL	19 ACTUAL	3-YEAR AVERAGE	20 BUDGET	20 YTD ACTUAL	%	21 REQUESTED	21 APPROVED
4340.222 EQUIPMENT	22600X4340222	469.00	7,356.59	1,309.44	3,045.01	4,000.00	493.00	12	4000	
4341.222 CAP ASSET (OVER 5000)	22600X4341222	.00	.00	.00	.00	.00	.00			
4344.222 RADIO EQUIP	22600X4344222	3,511.59	1,358.25	450.00	1,773.28	3,000.00	.00	7	3000	
ACCOUNT TYPE TOTALS	43	9,326.59	10,344.43	7,284.44	8,985.15	8,500.00	593.00	7		
FUND TOTALS	22600	144,550.55	120,876.08	105,154.32	123,526.98	108,420.00	40,862.88	38		
DEPT TOTALS	222	144,550.55	120,876.08	105,154.32	123,526.98	108,420.00	40,862.88	38		

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

\* 40,000 - New vehicle 3/4 ton 4x4 pickup



ACCOUNT DESCRIPTION GL# ACTUAL 17 ACTUAL 18 ACTUAL 19 3-YEAR AVERAGE BUDGET 20 ACTUAL 20 YTD REQUESTED 21 APPROVED 21

4260.222 IEPC EXPENSE 23400X4260222

1,020.00 485.00 615.00 706.67 .00 180.00

ACCOUNT TYPE TOTALS 42

1,020.00 485.00 615.00 706.67 .00 180.00

FUND TOTALS 23400

1,020.00 485.00 615.00 706.67 .00 180.00

DEPT TOTALS 222

1,020.00 485.00 615.00 706.67 .00 180.00

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

ACCOUNT DESCRIPTION      GP#      ACTUAL 17      ACTUAL 18      ACTUAL 19      3-YEAR AVERAGE      BUDGET 20      20 YTD ACTUAL      \$      I.P.BUD      REQUESTED 21      APPROVED 21

4140.224 S&R WORK COMP      10100X4140224      229.49      203.48      199.82      210.93      300.00      .00      300      300

ACCOUNT TYPE TOTALS      41      229.49      203.48      199.82      210.93      300.00      .00

4210.224 INSURANCE      10100X4210224      .00      .00      .00      .00      .00      .00

4260.224 SEARCH & RESCUE      10100X4260224      165.16      739.27      297.21      400.55      700.00      .00      1000

ACCOUNT TYPE TOTALS      42      165.16      739.27      297.21      400.55      700.00      .00

FUND TOTALS      10100      394.65      942.75      497.03      611.48      1,000.00      .00

DEPT TOTALS      224      394.65      942.75      497.03      611.48      1,000.00      .00

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

ORIGINAL

ACCOUNT DESCRIPTION	GF#	3+ YEAR BUDGET WORKSHEET	COURTHOUSE BUILDING FUND	AS OF APRIL	20 YTD ACTUAL	20 YTD BUDGET	3-YEAR AVERAGE	ACTUAL	17	18	19	20	21	PAGE
4110.161 GOV BUILDING SALARIES	10100X4110161	91,675.56	97,347.58	110,700.81	99,907.99	121,485.00	7,613.96	3,199.27	34	35				20
4120.161 GOVERN BUIDD SOC SEC	10100X4120161	6,989.47	7,415.47	8,436.94	7,613.96	9,295.00	7,613.96	3,199.27	34	35				20
4130.161 BLDG RETIREMENT	10100X4130161	4,994.74	5,675.44	6,602.11	5,757.43	7,290.00	5,757.43	2,416.47	33	33				20
4140.161 WORKMAN'S COMP	10100X4140161	3,339.50	3,991.83	4,029.08	3,786.80	4,000.00	3,786.80	.00						20
4150.161 BLDG GROUP INS	10100X4150161	8,413.00	10,370.00	12,509.50	10,430.83	13,645.00	10,430.83	4,530.00	33	33				20
4160.161 UNEMPLOYMENT	10100X4160161	.00	.00	.00	.00	.00	.00	.00						20
4180.161 BLDG RENTAL INS	10100X4180161	1,338.86	1,658.45	1,860.70	1,619.34	1,945.00	1,619.34	535.85	27	27				20
ACCOUNT TYPE TOTALS	41	116,751.15	126,658.77	144,139.14	129,116.35	157,660.00	52,629.57		33	33				20
4210.161 INSURANCE	10100X4210161	10,191.21	8,785.67	10,256.95	9,744.61	10,300.00	9,744.61	.00						20
4220.161 CONTRACT SERVICES	10100X4220161	10,179.04	24,763.73	18,291.31	17,744.69	15,000.00	17,744.69	4,686.65	31	31				20
4230.161 CLEAN UP CRTSSE	10100X4230161	.00	.00	.00	.00	1,000.00	.00	.00						20
4240.161 ROCK/JAIL EXPENSES	10100X4240161	.00	.00	.00	.00	.00	.00	.00						20
4250.161 BLDG REPAIRS	10100X4250161	89.91	.00	915.50	335.14	1,000.00	335.14	525.00	53	53				20
4251.161 TUCKPOINTING	10100X4251161	.00	.00	.00	.00	.00	.00	.00						20
4260.161 BLDG SUPPLIES	10100X4260161	20,467.36	25,123.12	17,347.79	20,979.42	27,000.00	20,979.42	5,384.81	20	20				20
4261.161 JAIL SUPPLIES	10100X4261161	.00	83.96	.00	27.99	.00	27.99	.00						20

15,000

1000

27,000

00

ACCOUNT DESCRIPTION	GF#	17 ACTUAL	18 ACTUAL	19 ACTUAL	3-YEAR AVERAGE	20 BUDGET	20 YTD ACTUAL	%	21 REQUESTED	21 APPROVED
4262.161 PROPANE TANK EXPENSES	10100X4262161	.00	.00	5,300.00	1,766.67	.00	802.33		0	
4270.161 BUDG TRAVEL	10100X4270161	192.14	499.43	357.74	349.77	1,000.00	.00		1000	
VEHICLE MAINTENANCE	10100X4271161	.00	378.90	598.37	325.76	1,000.00	4,977.78		1000	
4280.161 BUDG UTILITIES	10100X4280161	60,474.83	57,879.85	58,907.28	59,087.32	54,000.00	20,178.80		59000	
4281.161 JANL UTILITIES	10100X4281161	.00	.00	.00	.00	.00	.00			
4293.161 UNIFORM ALLOWANCE	10100X4293161	423.48	851.31	304.19	526.33	500.00	241.66		500	
ACCOUNT TYPE TOTALS	42	102,017.97	118,365.97	112,279.13	110,887.69	110,800.00	36,797.03	33		
4300.161 CAPITOL ASSET	10100X4300161	.00	.00	.00	.00	.00	.00		450000	
4340.161 EQUIPMENT	10100X4340161	.00	321.09	1,981.83	767.64	3,500.00	34.00	1	3500	
ACCOUNT TYPE TOTALS	43	.00	321.09	1,981.83	767.64	3,500.00	34.00	1		
FUND TOTALS	10100	218,769.12	245,145.83	258,400.10	240,771.68	271,960.00	89,460.60	33		
DEPT TOTALS	161	218,769.12	245,145.83	258,400.10	240,771.68	271,960.00	89,460.60	33		

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

5/18/20 FALL RIVER COUNTY

3+ YEAR BUDGET WORKSHEET

COURTHOUSE BUILDING FUND

AS OF APRIL

20

IPBUDM

PAGE 22

ACCOUNT DESCRIPTION	GL#	17 ACTUAL	18 ACTUAL	19 ACTUAL	3-YEAR AVERAGE	20 BUDGET	20 YTD ACTUAL	%	21 REQUESTED	21 APPROVED
4250.161 BLDG REPAIR & MAINT	30100X4250161	77,636.61	53,077.45	72,536.84	67,750.30	75,000.00	739.46	1	75,000	
ACCOUNT TYPE TOTALS	42	77,636.61	53,077.45	72,536.84	67,750.30	75,000.00	739.46	1		
4320.161 BUILDING PROJECT	30100X4320161	.00	.00	.00	.00	.00	.00			
ACCOUNT TYPE TOTALS	43	.00	.00	.00	.00	.00	.00			
FUND TOTALS	30100	77,636.61	53,077.45	72,536.84	67,750.30	75,000.00	739.46	1		
DEPT TOTALS	161	77,636.61	53,077.45	72,536.84	67,750.30	75,000.00	739.46	1		

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS



2727 N Plaza Dr.  
Rapid City, SD 57702

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

**Quote**  
No.: **64369**  
Date: 6/24/2020

Prepared for:

Lyle Jensen  
Fall River County Auditor  
906 N River Street  
Hot Springs, SD 57747 USA

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

Qty	Description	UOM	Sell	Total
1	Fujitsu RX2540 Series Post Warranty, 12 Months, Standard Level, 9x5 Phone Support, NBD Response <b>Serial number YLVT006940</b> <b>Start Date: 08/11/2020</b> <b>End Date: 08/10/2021</b>	EA	\$576.00	\$576.00

<b>Your Price:</b>	<u>                    </u>	<b>\$576.00</b>
<b>Total:</b>	<u><u>                    </u></u>	<b>\$576.00</b>

Prices are firm until 7/8/2020

**Prepared by:** Eric Eisenbraun, ericeisenbraun@goldenwest.com

**Date:** 6/24/2020

**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. Any quoted cable runs assume that there is an available cable pathway; if not, additional charges may 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.

ORIGINAL

5/18/20	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET	REGISTER OF DEEDS (FR)	AS OF APRIL	20	LPSUDR	PAGE			
ACCOUNT DESCRIPTION	GL#	17 ACTUAL	18 ACTUAL	19 ACTUAL	3-YEAR AVERAGE	20 BUDGET	20 YTD ACTUAL	%	21 REQUESTED	21 APPROVED
110.163 REG OF DEEDS SALARIES	10100X4110163	94,751.15	99,803.74	93,051.40	95,868.76	92,965.00	27,062.79	29		
120.163 REG OF DEEDS SOC SEC	10100X4120163	6,776.70	7,000.00	6,521.70	6,766.13	7,115.00	1,883.52	26		
130.163 REG OF DEEDS RETIREME	10100X4130163	5,685.01	5,988.19	5,575.87	5,749.69	5,580.00	1,611.28	29		
140.163 WORKMAN'S COMP	10100X4140163	103.62	203.09	104.49	137.07	200.00	.00			
150.163 R.O.D.HEALTH INS	10100X4150163	8,413.00	8,577.00	8,095.00	8,361.67	9,100.00	1,887.50	21		
REIMBURSEMENT BLUE CROSS	10100X4151163	.00	.00	.00	.00	.00	.00			
160.163 UNEMPLOYMENT	10100X4160163	.00	.00	.00	.00	.00	.00			
.80.160 R.O.D DENTAL	10100X4180163	970.80	970.80	889.90	943.83	971.00	202.25	21		
ACCOUNT TYPE TOTALS	41	116,700.28	122,542.82	114,238.36	117,827.15	115,931.00	32,647.34	28		
110.163 INSURANCE	10100X4210163	147.22	113.40	105.13	121.92	200.00	.00		150.00	
125.163 R.O.D. MICROFILMING	10100X4225163	.00	.00	.00	.00	400.00	.00		400.00	
141.163 POSTAGE LEASE	10100X4241163	271.84	280.81	70.95	207.87	.00	.00		0.00	
160.163 R.O.D. SUPPLIES	10100X4260163	1,565.08	1,677.14	1,415.92	1,552.71	2,000.00	771.53	39	2,000.00	
161.163 R.O.D.XEROX SUPPLY	10100X4261163	776.82	834.10	780.23	797.05	850.00	285.83	34	850.00	
163.163 R.O.D. LEASE	10100X4263163	3,471.41	3,263.16	3,263.16	3,332.58	3,500.00	1,087.72	31	3,300.00	
165.163 POSTAGE SUPPLY	10100X4265163	727.55	840.92	578.75	715.74	1,500.00	215.45	14	1,000.00	

ACCOUNT DESCRIPTION	GL#	17 ACTUAL	18 ACTUAL	19 ACTUAL	3-YEAR AVERAGE	20 BUDGET	20 YTD ACTUAL	21 REQUESTED	21 APPROVED
270.163 R.O.D. TRAVEL	10100X4270163	568.72	185.00	448.36	400.69	700.00	.00	700.00	
271.163 VEHICLE MAINTENANCE	10100X4271163	106.10	2.06	.00	36.05	200.00	.00	200.00	
280.163 ROD TELEPHONE	10100X4280163	4,602.35	3,734.10	842.73	3,059.73	1,600.00	290.76	1,200.00	
ACCOUNT TYPE TOTALS	42	12,237.09	10,930.69	7,505.23	10,224.34	10,950.00	2,651.29	9,800.00	
340.163 REG OF DEED EQUIPMENT	10100X4340163	141.49	55.98	1,940.97	712.81	2,500.00	487.94	500.00	
ACCOUNT TYPE TOTALS	43	141.49	55.98	1,940.97	712.81	2,500.00	487.94	500.00	
FUND TOTALS	10100	129,078.86	133,529.49	123,684.56	128,764.30	129,381.00	35,786.57		
DEPT TOTALS	163	129,078.86	133,529.49	123,684.56	128,764.30	129,381.00	35,786.57		

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS



ACCOUNT DESCRIPTION	GL#	17 ACTUAL	18 ACTUAL	19 ACTUAL	3-YEAR AVERAGE	20 BUDGET	20 YTD ACTUAL	%	21 REQUESTED	21 APPROVED
SERVICE & FEES	25000X4220163	1,015.00	870.00	1,155.00	1,013.33	30,000.00	495.00	2	30,000.00	
REPAIRS & MAINTENANCE	25000X4250163	.00	.00	.00	.00	.00	.00	1	0.00	
APPLIES	25000X4260163	.00	.00	.00	.00	.00	.00	1	8,000.00	
TRAVEL AND CONFERENCE	25000X4270163	.00	.00	.00	.00	8,000.00	.00	1	0.00	
ACCOUNT TYPE TOTALS	42	1,015.00	870.00	1,155.00	1,013.33	38,000.00	495.00	1	38,000.00	
OFFICER & EQUIPMENT	25000X4340163	.00	.00	.00	.00	.00	.00	1	0.00	
ACCOUNT TYPE TOTALS	43	.00	.00	.00	.00	.00	.00	1	0.00	
FUND TOTALS	25000	1,015.00	870.00	1,155.00	1,013.33	38,000.00	495.00	1	38,000.00	
DEPT TOTALS	163	1,015.00	870.00	1,155.00	1,013.33	38,000.00	495.00	1	38,000.00	

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

**ORIGINAL**

VETERANS SERVICE OFFICE 2021 BUDGET REQUEST

	2020	2021	
ACCOUNT	BUDGET	BUDGET REQUESTED	REASON FOR CHANGE
4110.165 SALARIES	43405.00	44707.15	\$1302.15 3% raise or standard
4341.165 POSTAGE	75.00	75.00	0 NO CHANGE NEEDED
4260.165 SUPPLY	1,000.00	1,000.00	0 NO CHANGE NEEDED
4270.165 TRAVEL	1,000.00	1,000.00	0 NO CHANGE NEEDED
4280.165 PHONE	1402.00	1402.00	0 GWTC Contract
4340.165 EQUIPMENT	500.00	500.00	0 NO CHANGE NEEDED

6/23/20		FALL RIVER COUNTY		3+ YEAR BUDGET WORKSHEET		VETERAN'S SERVICE OFFICER		AS OF JUNE		20 YTD		LPEIDW		PAGE 1	
ACCOUNT DESCRIPTION	GL#	ACTUAL 17	ACTUAL 18	ACTUAL 19	3-YEAR AVERAGE	BUDGET 20	ACTUAL 20 YTD		REQUESTED 21	APPROVED 21					
4110.165 V.S.O. SALARIES	10100X4110165	36,849.49	38,268.16	41,120.16	38,745.94	43,405.00	18,083.45								
4120.165 V.S.O. SOC SEC	10100X4120165	2,818.99	2,927.52	3,145.69	2,964.07	3,325.00	1,383.38								
4130.165 V.S.O. RETIREMENT	10100X4130165	2,210.97	2,296.08	2,467.20	2,324.75	2,605.00	1,085.00	42							
4140.165 WORKMAN'S COMP	10100X4140165	34.54	67.70	34.83	45.69	70.00	.00								
4150.165 V.S.O. HEALTH INS	10100X4150165	.00	.00	.00	.00	.00	.00								
4160.165 UNEMPLOYMENT	10100X4160165	.00	.00	.00	.00	.00	.00								
4180.165 V.S.O. DENTAL INS	10100X4180165	.00	.00	.00	.00	.00	.00								
ACCOUNT TYPE TOTALS	41	41,913.99	43,559.46	46,767.88	44,080.44	49,405.00	20,551.83	42							
4210.165 INSURANCE	10100X4210165	112.91	84.66	71.93	89.83	100.00	90.69	91							
4241.165 POSTAGE LEASE	10100X4241165	113.29	90.64	22.66	75.53	75.00	.00								
4260.165 V.S.O. SUPPLY	10100X4260165	1,176.01	412.64	845.02	811.22	1,000.00	151.50	15							
4265.165 POSTAGE SUPPLY	10100X4265165	28.00	17.00	11.45	18.82	.00	.00								
4270.165 V.S.O. TRAVEL	10100X4270165	542.60	326.50	531.48	466.86	1,000.00	56.61	6							
4280.165 V.S.O. PHONE	10100X4280165	5,219.79	4,306.20	1,287.44	3,604.48	1,402.00	763.53	54							
ACCOUNT TYPE TOTALS	42	7,192.60	5,237.64	2,769.98	5,066.74	3,577.00	1,062.33	30							
4340.165 VSO EQUIP	10100X4340165	.00	233.24	.00	77.75	500.00	.00								
ACCOUNT TYPE TOTALS	43	.00	233.24	.00	77.75	500.00	.00								
FUND TOTALS	10100	49,106.59	49,030.34	49,537.86	49,224.93	53,482.00	21,614.16	40							

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

DEPT TOTALS	165	49,106.59	49,030.34	49,537.86	49,224.93	53,482.00	21,614.16	40
FINA. TOTALS		49,106.59	49,030.34	49,537.86	49,224.93	53,482.00	21,614.16	

ACCOUNT DESCRIPTION	GL#	17 ACTUAL	18 ACTUAL	19 ACTUAL	3-YEAR AVERAGE	20 BUDGET	20 YTD ACTUAL	21 REQUESTED	21 APPROVED
260.434 SPOUSE ABUSE PAYMENT	22900X4290434	7,000.00	5,911.00	6,600.00	6,503.67	7,000.00	4,600.00	47,000	
291.434 VICTIM - FORENSIC MED	22900X4291434	.00	.00	1,524.58	508.19	.00	.00		
ACCOUNT TYPE TOTALS	42	7,000.00	5,911.00	8,124.58	7,011.86	7,000.00	4,600.00		
FUND TOTALS	22900	7,000.00	5,911.00	8,124.58	7,011.86	7,000.00	4,600.00		
DEPT TOTALS	434	7,000.00	5,911.00	8,124.58	7,011.86	7,000.00	4,600.00		

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

RECEIVED  
MAY 20 2020  
BY: [Signature]

# ORIGINAL

6/25/20 FALL RIVER COUNTY		3+ YEAR BUDGET WORKSHEET				CORONER (FR)		AS OF DECEMBER 20		LPBUDW	PAGE 1
ACCOUNT DESCRIPTION	GL#	17 ACTUAL	18 ACTUAL	19 ACTUAL	3-YEAR AVERAGE	20 BUDGET	20 YTD ACTUAL	*	21 REQUESTED	21 APPROVED	
4110.213 CORONERS SALARIES	10100X4110213	6,150.00	3,900.00	4,050.00	4,700.00	9,000.00	4,050.00	45			
4120.213 CORONERS SOC SEC	10100X4120213	470.49	298.36	309.83	359.56	689.00	309.84	45			
4140.213 WORKMAN'S COMP	10100X4140213	23.50	22.61	22.20	23.44	25.00	.00				
ACCOUNT TYPE TOTALS	41	6,645.99	4,220.97	4,382.03	5,083.00	9,714.00	4,359.84	45			
4228.213 CORONERS AUTOPSY	10100X4228213	14,563.00	13,064.00	17,433.70	15,020.23	13,561.00	5,712.00	42			
<u>HAZMAT EXPENSES</u>	10100X4229213	.00	3,334.41	2,175.52	1,836.64	.00	.00		2000. <sup>000</sup>		
CORONER SUPPLIES	10100X4260213	82.47	.00	.00	27.49	400.00	.00				
CORONER MILEAGE	10100X4270213	359.52	832.34	1,097.55	763.14	750.00	162.54	22			
ACCOUNT TYPE TOTALS	42	15,004.99	17,230.75	20,706.77	17,647.50	14,711.00	5,874.54	40			
FUND TOTALS	10100	21,650.96	21,451.72	25,088.80	22,730.50	24,425.00	10,234.38	42			
DEPT TOTALS	213	21,650.96	21,451.72	25,088.80	22,730.50	24,425.00	10,234.38	42			
FINAL TOTALS		21,650.96	21,451.72	25,088.80	22,730.50	24,425.00	10,234.38		12,234.38		

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

*D. Stephens*  
6/25/20

**AGREEMENT #2020-27-1**

This **AGREEMENT** by and between the State of South Dakota, acting by and through the South Dakota Department of Game, Fish and Parks, hereinafter referred to as “**SDGFP**”, and Fall River County, South Dakota, acting by and through the Fall River county board of County commissioners, hereinafter referred to as “**COUNTY**” .

WHEREAS, **SDGFP** and the **COUNTY** have mutually agreed that **Fall River County Road 71A** (5.5 miles), leading to Sheps Canyon Recreation Area (Angostura Reservoir), shall receive an application of “Mag Water” for dust control, herein referred to as “**PROJECT**” in 2020.

WHEREAS, **SDGFP** and **COUNTY** agree to share in the cost of the total **PROJECT**.

NOW THEREFORE, **SDGFP** and **COUNTY** agree as follows:

A: **COUNTY** shall perform the following activities:

1. **COUNTY** shall pay for 50% of the total **PROJECT**.
2. **COUNTY** shall arrange for the administration of the contract and construction over site of the **PROJECT**.
3. **COUNTY** will continue to maintain **PROJECT** in a satisfactory manner at **COUNTY’S** own expense and shall make adequate provision each year for such maintenance.
4. **COUNTY** will keep records for audit purposes for three (3) years after completion of the **PROJECT**.

B: **SDGFP** shall perform the following activities:

1. **SDGFP** shall pay for 50% of the total **PROJECT** costs incurred after June 15, 2020 and make payment directly to the **COUNTY** upon satisfactory completion and **Final** Inspection and receipt of billing from the **COUNTY**.
2. **SDGFP** payment to the **COUNTY** shall not exceed \$15,000.

This **AGREEMENT** is binding upon the signatories hereto not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of **SDGFP** and **COUNTY** to enter into it.

**IN WITNESS WHEREOF**, the parties hereto have caused the **AGREEMENT** to be executed by their respective and duly authorized representatives upon the latest date all parties to this **AGREEMENT** have signed below.

**SOUTH DAKOTA DEPARTMENT  
OF GAME FISH AND PARKS**

**FALL RIVER COUNTY BOARD  
OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Director, Parks and Recreation

Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPLICATION FOR PERMIT TO OCCUPY COUNTY HIGHWAY RIGHT-OF-WAY**

TO: THE BOARD OF COUNTY COMMISSIONERS

DATE: 6/29/2020

FALL RIVER COUNTY,  
HOT SPRINGS, SOUTH DAKOTA

Application is hereby made by Golden West Telecommunications, South Dakota for permit to occupy highway right-of-way located from: Approximately 1,388 Feet south of Old Highway 18  
To: to the driveway to 28332 Paradise Rd (approximately 166 feet)

AERIAL FACILITIES: Location, type and size of the proposed line and anchors with respect to the centerline of the road or outer edge of the right-of-way and location of crossings showing any right-of-way are shown on Exhibit "A" (Sketch) attached.

UNDERGROUND FACILITIES: A sketch showing the approximate route and location of the proposed facility for which a permit is hereby requested is attached as Exhibit "A" and made a part hereof.

The following information is pertinent to the proposed installation:

1. Intended usage or rating: To provide service to residence at 28332 Paradise Rd
2. Pipe size, cable size and type: BFO 6
3. Outside diameter: 0.48" O.D.
4. Maximum pressure at which pipeline will be operated: N/A
5. Size and Type of metal casing: N/A
6. Minimum depth of cable or pipeline: 36"
7. Casing will be installed by minimum size boring and will extend from toe of in-slope to toe of in-slope.
8. This installation will comply with the most recently adopted ASA, Code for Gas Transmission and Distribution Pipe systems or the National Safety Code. Marker sign(s) will be installed where appropriate.

The installation and maintenance of said utility facilities will not interfere with or impair construction, maintenance or use of any highway and will comply with all safety regulations of the State and Federal Government. When trenching is done on County R.O.W. the trenches must be tamped to avoid any settlement.

Future adjustments and maintenance will be in accordance with State and Federal Laws and Regulations and will be performed at not cost to the County or the Federal Government.

APPROVED \_\_\_\_\_ 20\_\_

SUBMITTED 29-Jun \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
County Chairman

\_\_\_\_\_  
Golden West Telecommunications

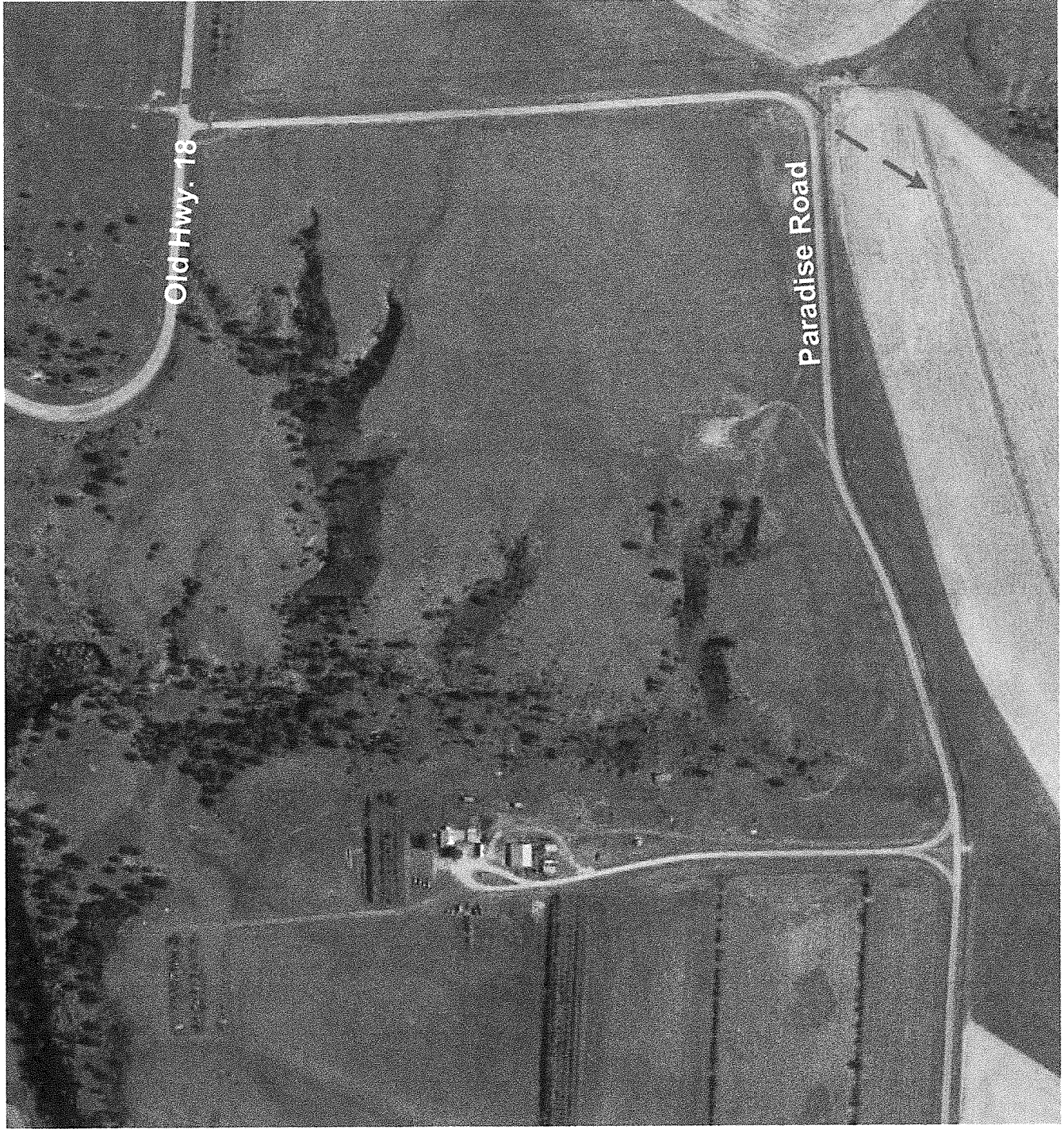
By \_\_\_\_\_

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
Right-of-Way Technician

\_\_\_\_\_  
Title





DOTRW-69 (03/2016)

## TEMPORARY EASEMENT AGREEMENT

Project No. NH 0018(184)39 PCN No. 03TH Parcel No. A30  
County Fall River

This Agreement for temporary easement rights is entered into by the undersigned, referred to in this Agreement as the GRANTOR, and the STATE OF SOUTH DAKOTA, acting by and through its Department of Transportation, referred to in this Agreement as the STATE.

### BACKGROUND:

1. The STATE contemplates the construction, operation, and maintenance of highway facilities on the above described project as provided for by law; and,
2. A portion of the temporary easement necessary for the proper completion of these highway facilities, as designated by plans on file with the STATE, is located over and across the real property owned by the GRANTOR, and described as follows:

Lots 14 and 15 in Block 1 of Broghamer Addition to Hot Springs, Fall River County, South Dakota.

THE STATE AND THE GRANTOR AGREE AS FOLLOWS:

3. The GRANTOR grants to the STATE and the STATE'S agents and assigns a temporary easement to enter upon and to use the designated area for construction activities related to the project including but not limited to detour, cutslope, fillslope, temporary utility facilities, and drainage channel purposes, upon approval of this Agreement, with the understanding this permission for entry will terminate one (1) year after the construction of the project has been completed. The temporary easement area is estimated to be:

243.0 acres/sq. ft. at \$ 0.16 per acre/sq. ft.  
           acres/sq. ft. at \$            per acre/sq. ft.  
           acres/sq. ft. at \$            per acre/sq. ft.  
           acres/sq. ft. at \$            per acre/sq. ft.

4. The GRANTOR understands and agrees the STATE may use any additional easement area necessary for the proper completion of the project and will compensate the GRANTOR at the rate stated in paragraph 1 above. The STATE will measure the additional easement area and will pay for the additional easement area separately. The STATE will slope and grade the easement area used as smooth as practicable and will leave the easement area in a neat and workmanlike manner.
5. The Agreement does  does not  contain mutually agreed upon special conditions. If the Agreement contains special conditions, the special conditions are as follows:

The GRANTOR has been advised of the right to an appraisal of GRANTOR'S property and hereby waives any right to such appraisal. The parties agree the total payment for all property interests acquired by the STATE, including land conveyed, temporary easements, damages, improvements, and interest, is Three Hundred & 00/100----- dollars (\$ 300.00 ).

6. Neither the GRANTOR nor any of the GRANTOR'S successors in interest will interfere with or disturb any temporary facility constructed within the temporary easement area prior to project completion without the STATE'S written approval.
7. All foregoing conditions are binding upon the STATE only upon approval of this Agreement by the STATE'S authorized representative. If approval is not obtained, this Agreement is null and void and of no force or effect.
8. The STATE will pay the GRANTOR total consideration in the amount of \$ 300.00 as full and final compensation for the temporary easement area, improvements, damages, costs, interest, fees, and any other claims or causes of action resulting from the acquisition and use of the temporary easement area. The STATE will make this payment upon receipt of all properly executed documents and releases and completion of State of South Dakota voucher clearance requirements,
9. Each party represents that it has voluntarily signed this Agreement as its own free act and is not acting under any coercion or duress.
10. Each party represents that no representations, promises, agreements, stipulations, or statements have been made by any representatives of the other party to induce a settlement beyond those contained in this Agreement.
11. The STATE may unilaterally terminate this Agreement upon fulfillment of the STATE'S obligations.





DOTRW-55 (1-16)

If you wish to retain, for their salvage value, any of your buildings or improvements which are considered to be a part of the real property, including fixtures, removable building equipment and any trade fixtures, you may do so provided any such retained buildings and/or improvements are removed from the above described real property and related temporary easement areas by the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ unless a removal date extension is granted in writing by an authorized representative of the South Dakota Department of Transportation.

(a) Items which are considered property of the owner that may be retained, and their salvage value are: **N/A**

(b) Items which are considered property of the tenant or lessee that may be retained, and their salvage value are: **N/A**

The following are separately held interests of the owner or tenant/lessee, which are within the limits of the above described real property and related temporary easement, that are not being acquired: **N/A**

Information in regard to how your property was appraised, how it is to be acquired, your various rights in case you feel you are unable to accept the State's offer, and any incidental payments you may be entitled to are contained in the "Better Roads Brochure" which the Agent will deliver to you with this offer. The Agent will also explain the procedures used and answer any questions you may have in connection with the acquisition of your property for highway purposes.

THIS IS A WRITTEN OFFER AND STATEMENT OF JUST COMPENSATION. SIGNATURE BY THE OWNER DOES NOT BIND NOR REQUIRE HIM/HER TO ACCEPT THE COMPENSATION SHOWN IF (S)HE DOES NOT CHOOSE TO, IT ONLY INDICATES THAT (S)HE RECEIVED THE INFORMATION CONTAINED HEREIN.

I CERTIFY THAT, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of this Document and a copy of the "Better Roads Brochure" was delivered to me by the undersigned Agent.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Agent

I CERTIFY THAT, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of this Document and a copy of the "Better Roads Brochure" was delivered by me to the above named landowner and that (s)he refused to sign this Document.

\_\_\_\_\_  
Signature of Agent

growth in the area.

Dustin Ross, Andersen Engineers, met with the board. Motion made by Russell, seconded by Nabholz, to approve the following resolution:

**FALL RIVER COUNTY RESOLUTION #2019-27**

**A plat of Meston Tract, Located in Section 16, T7S, R5E, BHM, Fall River County, South Dakota**

**Formerly Lot 4 revised, Block 1 of Hot Brook Canyon Subdivision, all of the vacated row that borders Lot 4 revised, and all of the vacated row between Lot 3 and Lot 4 revised, and Tracts V, X, Y and Z**

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

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

Dated this 20<sup>th</sup> day of August, 2019.

ATTEST:

/s/Sue Ganje

Fall River County Auditor

/s/Joe Falkenburg

Fall River County Board of Commissioners

Dan Cullen, Veteran's Service Officer, met with the board to present his quarterly report. Discussion was held on trainings, claims (over \$393,000 disability or pension awards this quarter), and conferences and activities he attended.

Motion made by Abbott, seconded by Allen, to approve travel for Cullen, to attend the annual SDDVA workshop and training in Pierre, on August 26, 2019 through August 29, 2019.

The following people met with the board to make their 2020 Budget Requests:

Doug Austin, Addiction Recovery  
Kehala Two Bulls, CASA

The 2020 PILT Hearing discussion was held, with Amy Ferley, Edgemont Schools, in attendance. Ferley explained why the Federal PILT monies would not affect school funding. Motion made by Abbott, seconded by Russell, to approve distributing 5% of PILT monies received in 2020 to the schools in the county. With Nabholz voting no, all others voting yes, motion carries.

## Summary of State &amp; Counties - SD

COUNTY	PAYMENT	TOTAL ACRES
BEADLE COUNTY	\$828	293.00
BON HOMME COUNTY	\$31,208	11,036.00
BROWN COUNTY	\$226	80.00
BRULE COUNTY	\$25,097	8,875.00
BUFFALO COUNTY	\$33,609	11,885.00
BUTTE COUNTY	\$453,270	160,288.00
CAMPBELL COUNTY	\$52,032	18,400.00
CHARLES MIX COUNTY	\$57,756	20,424.00
CLARK COUNTY	\$272	96.00
CLAY COUNTY	\$1,575	557.00
CODINGTON COUNTY	\$0	31.00
CORSON COUNTY	\$199,963	71,037.00
CUSTER COUNTY	\$918,570	397,912.00
DAY COUNTY	\$591	209.00
DEWEY COUNTY	\$222,675	78,743.00
FALL RIVER COUNTY	\$763,134	285,450.00
GREGORY COUNTY	\$50,355	17,807.00
HAAKON COUNTY	\$10,726	3,793.00
HAND COUNTY	\$226	80.00
HARDING COUNTY	\$217,351	99,986.00
HUGHES COUNTY	\$93,119	32,929.00
HYDE COUNTY	\$4,912	1,737.00
JACKSON COUNTY	\$299,277	107,854.00
JERAULD COUNTY	\$113	40.00
JONES COUNTY	\$54,456	19,612.00
LAWRENCE COUNTY	\$618,306	279,084.00
LYMAN COUNTY	\$340,942	121,640.00
MARSHALL COUNTY	\$105	37.00
MCPHERSON COUNTY	\$453	160.00
MEADE COUNTY	\$194,719	81,452.00
MINER COUNTY	\$110	40.00
OGLALA LAKOTA COUNTY	\$5,732	2,027.00
PENNINGTON COUNTY	\$1,698,087	684,847.00
PERKINS COUNTY	\$400,943	143,080.00
POTTER COUNTY	\$36,952	13,067.00
ROBERTS COUNTY	\$1,547	547.00
SPINK COUNTY	\$2,087	738.00
STANLEY COUNTY	\$261,843	93,224.00
SULLY COUNTY	\$85,503	30,236.00
TRIPP COUNTY	\$453	160.00
WALWORTH COUNTY	\$46,546	16,460.00
YANKTON COUNTY	\$6,600	2,334.00



**Fall River / Oglala Lakota Counties**

Director of Equalization

1029 North River Street, Hot Springs, SD 57747

Ph. 605-745-5136 Email: [doe@frcounty.org](mailto:doe@frcounty.org)

June 29, 2020

Dear Property Owner:

Fall River County is on a 7-year Reassessment cycle. This year we are in Year 2, which includes your neighborhood. We are posting the specific streets we are working each week on the county website at [fallriver.sdcounties.org](http://fallriver.sdcounties.org) and on the county Facebook page. Please utilize these resources to find when we will be in your specific neighborhood.

Due to the increasing number of COVID-19 cases in the surrounding areas, we have developed a new **COVID-19 Reassessment Protocol** which we will be following to keep both our employees and the general public safe. (see COVID-19 Reassessment Protocol printed on the back of this letter). If you are a landlord, please inform your tenants of this protocol and our upcoming visit.

If you have any questions or concerns about our COVID-19 Reassessment Protocols, or our upcoming visit to your property, please contact our office at 745-5136.

We are doing our best to stay safe and be responsible during this trying time. We appreciate your understanding in this matter.

Sincerely,



Susie Hayes, CAA

Director of Equalization

Fall River and Oglala Lakota Counties

## Director of Equalization Office

### COVID-19 Reassessment Protocol – in place for the Summer and Fall of 2020.

Due to the unique circumstances we find ourselves in this year, the DOE office has adopted the following Reassessment Protocols in compliance with the CDC recommended guidelines. These protocols have been put into place to ensure the health and safety of both our employees and the property owners. As we progress through the summer and fall, we will continually review and revise these protocols as needed according to CDC and local government guidelines.

1. Assessors will be health screened each morning before going out into the field.
2. Assessors will wear a face mask when they knock on the front door.
3. If no one is home, the Assessors will leave a yellow tag on the front door.
4. Assessors will NOT enter a home unless invited in by the owner and will wear a face mask while inside.
5. Assessors will use hand sanitizer as needed throughout the day.
6. Assessors are not required to wear a face mask while outside, unless they are within 6 feet of a member of the public.
7. Assessors will be taking exterior photos of the property.
8. Assessors will be taking exterior measurements where needed.

If you have any questions or concerns regarding this protocol, please contact the Director of Equalization office at 745-5136.

**NOTE:** Our assessors will have county identification badges and will be driving a county vehicle. If you are suspicious that someone is falsely claiming to be an assessor, please contact our office at 605-745-5136.

## Property Tax Discretionary Formula - House Bill 1259 - July 2020

*House Bill 1259: An Act to clarify provisions regarding the discretionary formula for determining the assessed value of property for tax purposes. This bill took all the various codified laws pertaining to discretionary formulas and combined them into a single statute. The mechanism of the discretionary formula is not changing.*

There is a document from DOR titled "Property Tax Discretionary Formula" included here in your packet. This document references the new SDCL you can look up if you wish. We will have an entire booklet for you at the meeting, with further data and statistics for your review.

All counties in the state will be required to act in this matter. The Dept of Revenue is requesting ONE of the following actions be taken as soon as possible after July 1, 2020:

1. You may choose to **discontinue** your Discretionary Formula. The properties that are currently receiving a formula reduction will be grandfathered in. They will continue with that formula until completion. No action by county/city is needed. There would be no new discretionary formula in place.
2. You may choose **to keep** your current formula – you will be required to pass a new resolution rewriting it in the new revised format.
3. You may choose **to change or add to** your current formula – which would take effect as soon as passed. Prior formulas will be grandfathered in and honored.

Important Fact: If you choose to have a formula different from the state recommended 20, 40, 60, 80, 100, the county is responsible for making up the tax shortage to the school districts. It has always been this way, but many of counties have not been aware of the consequences of choosing a different formula. This data is being presented to clarify how Discretionary Formulas work so that each county can make a better-informed decision.

The Director of Equalization office is recommending that any new/revised formula would follow with the DOR recommendation of a graduated schedule of 20, 40, 60, 80, 100.

Advantages of a Graduated Formula are:

1. No negative consequences for other taxpayers (no increase in school mil levy)
2. Formula recipient is not presented with a significant increase in their tax bill in year 6 that they had not anticipated or planned for.
3. County can count part of the GROWTH each year of the formula



# Property Tax Discretionary Formula

<https://dor.sd.gov/> 1-800-829-9188 (Option 2)

*The purpose of this document is to provide a general overview of the property tax discretionary formula. It is not intended to answer all questions that may arise. The information contained in this fact sheet is current as of the date of publication.*

July 2020

## Overview

The property tax discretionary formula is a tax incentive tool to help promote economic development in South Dakota. The discretionary formula provides a tax break on applicable new structures and additions for up to five years. ([SDCL 10-6-35.2](#))

- The formula can be implemented by a county by the passage of a resolution.
- A city may also implement a discretionary formula if the county does not already have one established.

## Formula Options

The resolution must specify which types of structures will be receiving the incentive and what the level of tax break, or "formula," will be. The governing body can choose any level of tax break for each of the five years.

An example formula is the baseline formula of 20-40-60-80-100. This formula means that in the first year, the property owner pays taxes on 20% of the applicable structure's value. In the second year, the property owner pays taxes on 40% of the applicable value. The formula will adjust each year until the fifth year where the property owner is paying taxes on the full assessed value.

The governing body can pass any variation of the discretionary formula. The formulas may vary for each structure type.

- Some governing bodies use a 0-0-0-0-0 formula, which means the structure is tax free for the first 5 years.
- Some governing bodies give less of a tax break than the baseline formula, like 25-50-75-100-100.

## Determining the Discretionary Formula

Once a discretionary formula is passed, either by a county or a city, it automatically applies to all applicable structures or additions. There is no application required by the property owner. The County Director of Equalization will automatically adjust the values through the assessment system to ensure the appropriate percentage is applied.

**If a discretionary formula exists, a county or city cannot refuse any property that falls within the formula.**

- This includes properties within a Tax Increment Financing (TIF) District ([SDCL 10-6-35.2](#)).
- The only way a discretionary formula can be disregarded on an applicable structure is if the property owner waives the right to the incentive ([SDCL 10-6-35.2](#)).

## Resolution Process

The local governing board should follow the resolution process established by law.

- Counties - [SDCL ch. 7-18A](#)
- Municipalities - [SDCL ch. 9-19](#)

The resolution can establish the same formula for all building types or each building type can have a separate formula.

## Structure Types Eligible for a Discretionary Formula

Structure Type	Description
Affordable Housing (SDCL 10-6-35.2(6))	<b>Building Requirements:</b> Four or more new units; monthly rental rate at or below the calculated rent for South Dakota's sixty percent area median income set annually by the SD Housing Development Authority; for a minimum of ten years following the date of first occupancy. For more information on the rental rate, call 605-773-3181. <b>Minimum Value for Eligibility:</b> N/A
Agricultural (SDCL 10-6-35.2(3))	<b>Building Requirements:</b> New structure or addition <b>Minimum Value for Eligibility:</b> \$10,000
Commercial (SDCL 10-6-35.2(4))	<b>Building Requirements:</b> New structure or addition. <b>Minimum Value for Eligibility:</b> \$30,000
Commercial, Industrial, or Agricultural (SDCL 10-6-35.2(8))	<b>Building Requirements:</b> Reconstruction or renovation. <b>Minimum Value for Eligibility:</b> \$10,000
Commercial Residential (SDCL 10-6-35.2(5))	<b>Building Requirements:</b> New structure or addition (four or more units). <b>Minimum Value for Eligibility:</b> \$30,000
Developer Lots (SDCL 10-6-67)	<b>Building Requirements:</b> Land only. <b>Minimum Value for Eligibility:</b> N/A
Industrial (SDCL 10-6-35.2(2))	<b>Building Requirements:</b> New structure or addition. <b>Minimum Value for Eligibility:</b> \$30,000
Industrial & Commercial (SDCL 10-6-35.2(1))	<b>Building Requirements:</b> New structure, addition, renovation, or reconstruction. <b>Minimum Value for Eligibility:</b> \$30,000
Redevelopment Neighborhood (SDCL 10-6-35.2(7))	<b>Building Requirements:</b> New structure, addition, or renovation. <b>Minimum Value for Eligibility:</b> \$5,000

## Impact on State Aid to Education Funding

The baseline discretionary formula is 20-40-60-80-100 (SDCL 13-13-20.4). If a governing board chooses to pass a discretionary formula that gives a larger tax break than the baseline, then the school district must be made whole in terms of the state aid to education funding.

- The county auditor must impose an additional levy on all properties within that school district for both the general and special education funds.
- The levy is based on the difference between tax generated from the baseline formula and the actual formula passed.

### Example:

#### County Formula

- A county passes a formula of 0-0-0-0-0, which means the structure is tax free for the first 5 years.

#### Property Value

- The property has a value of \$500,000.

#### Impact on State Aid to Education Funding

- By providing a tax break more than the established baseline discretionary formula, the county must hold the state aid formula harmless by calculating the difference between the actual tax break versus the break that is allowed by the baseline discretionary formula.
- For the first year, the baseline discretionary formula would have required this property owner to pay taxes on 20% of the value (\$500,000 x 0.2 = \$100,000). This equals \$400,000 in exempted value (\$500,000 - \$100,000).
- Based on the formula the county established, the property owner is receiving an exemption on the full property value (\$500,000). The county is giving an additional tax break of 20% in the first year (\$100,000).
- The Department of Revenue provides the county auditor with the amount of taxes that would have been generated because of the additional tax break for both the school general and special education funds. The county auditor will calculate the additional levy for that amount of taxes.
- The above process will be completed annually for the remaining four years, based upon the county's adopted discretionary formula.

### Contact Us

If you have any questions, please contact the **South Dakota Department of Revenue.**

**Property Tax Division Email:** [proptax@state.sd.us](mailto:proptax@state.sd.us)

**Mailing address and office location:**

South Dakota Department of Revenue  
445 East Capitol Ave  
Pierre, SD 57501

**Call toll-free:** 1-800-829-9188 (option 2)

**Website:** <https://dor.sd.gov/>

Nurse ORIGINAL

5/18/20	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET	COMMUNITY HEALTH NURSES	AS OF	APRIL	20	LPBUDW	PAGE	
ACCOUNT DESCRIPTION	GL#	17 ACTUAL	18 ACTUAL	19 ACTUAL	3-YEAR AVERAGE	20 BUDGET	20 YTD ACTUAL	21 REQUESTED	21 APPROVED
4110.421 COUNTY NURSE SALARIES	10100X4110421	38,537.68	39,379.84	40,956.40	39,624.64	42,705.00	14,116.97		
4120.421 CO NURSE SOC SEC	10100X4120421	2,915.91	3,012.56	3,097.84	3,008.77	3,270.00	1,068.17		
4130.421 CO NURSE RETIREMENT	10100X4130421	2,312.25	2,362.80	2,457.39	2,377.48	2,565.00	847.02		
4140.421 WORKMAN'S COMP	10100X4140421	34.54	67.70	34.83	45.69	70.00	.00		
4150.421 NURSE HEALTH INS	10100X4150421	4,206.50	4,288.50	4,414.58	4,303.17	4,550.00	1,510.00		
REIMBURSEMENT BLUE CROSS	10100X4151421	.00	.00	.00	.00	.00	.00		
4160.421 UNEMPLOYMENT	10100X4160421	.00	.00	.00	.00	.00	.00		
4180.421 NURSE DENTAL INS	10100X4180421	485.40	485.40	485.40	485.40	486.00	161.80		
ACCOUNT TYPE TOTALS	41	48,492.28	49,596.80	51,446.36	49,845.15	53,646.00	17,703.96		
4210.421 NURSES INS	10100X4210421	6.82	257.38	378.19	214.13	380.00	.00		
4240.421 NURSE RENT	10100X4240421	.00	.00	.00	.00	.00	.00		
4250.421 NURSE REPAIRS & MAINT	10100X4250421	.00	.00	.00	.00	.00	.00		
4260.421 NURSE SUPPLIES	10100X4260421	361.89	348.82	185.09	298.60	400.00	49.99		
TRAVEL & TRAINING	10100X4270421	129.00	97.00	346.48	190.83	200.00	40.00		
4280.421 NURSE UTILITIES	10100X4280421	.00	.00	.00	.00	.00	.00		
4290.421 NURSE STATE PAYMENT	10100X4290421	6,180.00	6,180.00	6,234.00	6,204.67	6,180.00	1,602.64		
ACCOUNT TYPE TOTALS	42	6,677.71	6,883.20	7,163.76	6,908.22	7,160.00	1,692.63		
FUND TOTALS	10100	55,169.99	56,480.00	58,610.12	56,753.37	60,806.00	19,396.59		

no changes for 2021

ACCOUNT DESCRIPTION GL# ACTUAL 17 ACTUAL 18 WIC (FR) 19 3-YEAR AVERAGE BUDGET 20 AS OF APRIL 20 YTD ACTUAL 20 % REQUESTED 21 PAGE 72 APPROVED 21

4110.422 WIC SALARIES 23100X4110422 .00 .00 .00 .00 .00 .00 .00 .00

4120.422 SOC SEC 23100X4120422 .00 .00 .00 .00 .00 .00 .00 .00

4121.422 SOC SEC MEDICARE 23100X4121422 .00 .00 .00 .00 .00 .00 .00 .00

4130.422 WIC RETIREMENT 23100X4130422 .00 .00 .00 .00 .00 .00 .00 .00

4140.422 WORKMANS COMP 23100X4140422 .00 .00 .00 .00 .00 .00 .00 .00

4150.422 WIC HEALTH INS 23100X4150422 .00 .00 .00 .00 .00 .00 .00 .00

4160.422 UNEMPLOYMENT 23100X4160422 .00 .00 .00 .00 .00 .00 .00 .00

4180.422 WIC DENTAL INSUR 23100X4180422 .00 .00 .00 .00 .00 .00 .00 .00

ACCOUNT TYPE TOTALS 41 .00 .00 .00 .00 .00 .00 .00

4260.422 WIC SUPPLY 23100X4260422 .00 .00 .00 .00 .00 .00 .00 .00

4264.422 WIC EDUC MATERIAL 23100X4264422 .00 .00 .00 .00 .00 .00 .00 .00

ACCOUNT TYPE TOTALS 42 .00 .00 .00 .00 .00 .00 .00

FUND TOTALS 23100 .00 .00 .00 .00 .00 .00 .00

DEPT TOTALS 422 .00 .00 .00 .00 .00 .00 .00

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

ORIGINAL

5/18/20	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET	NEED CONTROL	AS OF APRIL	20 YTD	IPRODW	PAGE		
ACCOUNT DESCRIPTION	GL#	17 ACTUAL	18 ACTUAL	19 ACTUAL	3-YEAR AVERAGE	20 BUDGET	20 YTD ACTUAL	21 REQUESTED	21 APPROVED
4110.615 WEED SALARIES	10100X4110615	66,706.78	67,974.53	64,332.19	66,337.83	74,860.00	16,037.22	21	99
4120.615 WEED SOC SEC	10100X4120615	5,079.94	5,102.52	3,986.59	4,723.68	5,730.00	991.49	17	
4130.615 WEED RETIREMENT	10100X4130615	2,675.42	3,117.68	2,879.11	2,990.74	3,680.00	882.44	24	
4140.615 WORKMAN'S COMP	10100X4140615	3,164.77	3,016.20	2,938.37	3,039.78	3,025.00	.00		
4150.615 WEED HEALTH INS	10100X4150615	5,468.45	5,575.05	5,628.75	5,557.42	5,925.00	1,510.00	25	
4151.615 REIMB BC/BS	10100X4151615	.00	.00	.00	.00	.00	.00		
4160.615 UNEMPLOYMENT	10100X4160615	.00	.00	.00	.00	.00	.00		
4180.615 WEED DENTAL INS	10100X4180615	631.02	631.02	631.02	631.02	635.00	161.80	25	
ACCOUNT TYPE TOTALS	41	83,726.38	85,417.00	80,398.03	83,180.47	93,855.00	19,582.95	21	
4210.615 WEED INSURANCE	10100X4210615	3,119.37	2,241.56	2,133.63	2,498.19	2,150.00	.00		
4220.615 PRAIRIE DOG CONTROL	10100X4220615	2,525.18	2,579.10	1,239.30	2,114.53	2,000.00	.00		
4221.615 R-O-W SPRAYING	10100X4221615	3,588.70	11,289.38	9,794.47	8,224.18	14,000.00	2,000.00	14	
4230.615 WEED PUBLISHING	10100X4230615	419.36	514.22	472.03	468.54	750.00	47.88	6	
4241.615 POSTAGE LEASE	10100X4241615	90.64	90.64	22.66	67.98	200.00	.00		
4250.615 WEED REPAIRS	10100X4250615	3,697.60	2,768.13	6,089.48	4,185.07	4,000.00	598.22	15	
4260.615 WEED SUPPLIES	10100X4260615	27,590.87	23,320.38	23,215.54	24,708.93	25,000.00	12,678.73	51	

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ACCOUNT DESCRIPTION	GL#	17 ACTUAL	18 ACTUAL	19 ACTUAL	3-YEAR AVERAGE	20 BUDGET	20 YTD ACTUAL	%	21 REQUESTED	21 APPROVED
BEAVER CREEK GRANT	10100X4261615	.00	.00	.00	.00	.00	.00			
4262.615 HAT CREEK GRANT	10100X4262615	.00	.00	.00	.00	.00	.00			
4263.615 COOPERATIVE GRANT	10100X4263615	.00	.00	.00	.00	.00	.00			
4265.615 POSTAGE SUPPLY	10100X4265615	370.00	136.47	127.55	211.34	.00	79.30			
4266.615 MOSQUITO SUPPLIES	10100X4266615	934.47	4,629.69	640.26	2,068.14	.00	.00			
4270.615 WEED TRAVEL	10100X4270615	1,756.29	574.14	1,340.06	1,223.50	1,750.00	1,460.21	83		
4271.615 WEED BOARD PER DIEM	10100X4271615	.00	.00	.00	.00	.00	.00			
4272.615 MOSQUITO TRAVEL	10100X4272615	2,192.94	1,739.07	1,878.28	1,936.76	.00	.00			
4280.615 WEED TELEPHONE	10100X4280615	5,385.58	4,416.97	1,588.40	3,796.98	1,700.00	502.82	30		
ACCOUNT TYPE TOTALS	42	51,671.00	54,299.75	48,541.66	51,504.14	51,550.00	17,367.16	34		
4300.615 CAPITAL ASSETS	10100X4300615	.00	.00	.00	.00	.00	.00			
4340.615 EQUIPMENT	10100X4340615	1,363.63	607.46	22,699.00	8,223.36	1,000.00	.00			
4341.615 WEED GRANT EXPENSES	10100X4341615	24,004.03	58,496.72	15,000.00	32,500.25	.00	.00			
ACCOUNT TYPE TOTALS	43	25,367.66	58,104.18	37,699.00	40,723.61	1,000.00	.00			
FUND TOTALS	10100	160,765.04	198,820.93	166,638.69	175,408.22	146,405.00	36,950.11	25		
DEPT TOTALS	615	160,765.04	198,820.93	166,638.69	175,408.22	146,405.00	36,950.11	25		

\* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

ORIGINAL

ACCOUNT DESCRIPTION	GL#	17 ACTUAL	18 ACTUAL	19 ACTUAL	3-YEAR AVERAGE	20 BUDGET	20 YTD ACTUAL	%	21 REQUESTED	21 APPROVED
4110.151 ST.ATTY SALARIES	10100X4110151	101,492.69	107,496.49	127,612.44	112,220.54	138,250.00	47,225.50	34		
4120.151 ST ATTORNEY SOC SEC	10100X4120151	7,628.42	8,021.19	9,732.63	8,460.75	10,577.00	3,496.17	33		
4130.151 ST ATTY RETIREMENT	10100X4130151	6,089.59	6,328.22	7,660.34	6,692.72	8,295.00	2,833.54	34		
4140.151 WORKMAN COMP	10100X4140151	173.46	211.48	216.06	207.00	235.00	.00			
4150.151 ATTY HEALTH INS	10100X4150151	8,413.00	8,577.00	9,206.50	8,732.17	10,000.00	4,597.88	46		
REIMBURSEMENT BLUE CROSS	10100X4151151	.00	.00	.00	.00	.00	.00			
4160.151 UNEMPLOYMENT	10100X4160151	.00	.00	.00	.00	.00	.00			
4180.151 ATTY DENTAL INS	10100X4180151	1,456.20	1,456.20	1,051.70	1,321.37	975.00	485.40	50		
ACCOUNT TYPE TOTALS	41	125,253.36	132,110.58	155,539.67	137,634.54	168,332.00	58,638.49	35		
INSURANCE	10100X4210151	130.69	101.52	91.43	107.88	125.00	.00			
4220.151 INVESTIGATIONS	10100X4220151	6,047.00	4,786.86	1,614.05	4,149.30	6,000.00	1,944.34	32		
4224.151 DEPUTY STATES ATTORNE	10100X4224151	31,899.96	31,899.96	5,316.66	23,038.86	.00	.00			
4225.151 CONFLICT DEP STS ATTN	10100X4225151	.00	886.40	.00	295.47	5,000.00	.00			
4226.151 SA INTERN	10100X4226151	.00	.00	.00	.00	.00	.00			
4241.151 POSTAGE LEASE	10100X4241151	226.56	226.56	83.25	178.79	300.00	.00			
4250.151 COPY MACHINE MAINTENA	10100X4250151	.00	1,011.33	1,073.71	695.01	2,400.00	358.32	15		

300

5000

6000

2400

ACCOUNT DESCRIPTION	GL#	17 ACTUAL	18 ACTUAL	19 ACTUAL	3-YEAR AVERAGE	20 BUDGET	20 YTD ACTUAL	%	LRBDM	21 REQUESTED	PAGE
5/18/20 FAIL RIVER COUNTY											13
34 YEAR BUDGET WORKSHEET											
ST. ATTORNEY OFFICE (FR)											
1260.151 ST ATTY SUPPLIES	10100X4260151	8,007.98	7,051.60	4,384.36	6,483.31	5,000.00	188.01	4		5000	
1261.151 FAX PWR/BASE CHANGE	10100X4261151	.00	.00	.00	.00	.00	.00				
1263.151 ST ATTY LEASE	10100X4263151	.00	.00	.00	.00	.00	.00				
1265.151 POSTAGE SUPPLY	10100X4265151	783.00	669.00	726.43	726.14	600.00	264.83	44		700	
1270.151 ST ATTY TRAVEL	10100X4270151	524.20	241.62	101.55	289.12	750.00	27.92	4		500	
1280.151 ST ATTY PHONE	10100X4280151	5,236.67	4,347.31	1,623.93	3,735.97	1,500.00	412.17	27		1700	
1290.151 JUVENILE DIVERSION FU	10100X4290151	.00	.00	.00	.00	.00	.00				
ACCOUNT TYPE TOTALS	42	52,856.06	51,228.16	15,015.37	39,699.86	21,675.00	3,195.59	15			
1340.151 STATES ATTORNEY EQUIP	10100X4340151	15,128.61	899.00	1,502.81	5,843.47	.00	1,680.00				
ACCOUNT TYPE TOTALS	43	15,128.61	899.00	1,502.81	5,843.47	.00	1,680.00				
FUND TOTALS	10100	193,238.03	184,237.74	172,057.85	183,177.87	190,007.00	63,514.08	33			
DEPT TOTALS	151	193,238.03	184,237.74	172,057.85	183,177.87	190,007.00	63,514.08	33			

*I forgot to add something for equipment in the 2020 budget*

~~2000~~  
4000

**Fall River County Resolution #2020 - 16**

Whereas Fall River County is an agricultural entity with numerous beef producers, along with a large feedlot, and

Whereas the need for a facility to slaughter these cattle would be both advantageous and highly desirable. It not only would provide a source of economic development but also would offer a local market for our livestock produced in the County, and

Whereas, in the recent past, we have had slowdowns in packing and returns for our beef produced. The magnitude of this facility would be incredible, and

Whereas, Fall River County is in the Southwest corner of the state, and a packing plant may be beneficial to our neighbors in Wyoming and Nebraska, and

NOW THEREFORE BE IT RESOLVED by the Fall River Board of County Commissioners that they do hereby support and encourage the development of such a facility and would endeavor to offer any assistance needed for the expeditious development of this meat packing facility.

Dated this 7<sup>th</sup> day of July 2020.

Approved by the Fall River County Commissioners

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Joe Falkenburg, Chairman

ATTEST:

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Sue Ganje

Fall River County Auditor

## FALL RIVER COUNTY RESOLUTION NO. 2020-9

### AN EMERGENCY RESOLUTION TO ADDRESS A PUBLIC HEALTH CRISIS BY IMPLEMENTING CERTAIN MEASURES WHICH HAVE BEEN DEEMED NECESSARY TO SLOW THE COMMUNITY SPREAD OF CORONAVIRUS (COVID-19).

WHEREAS, the Fall River County Commission has the authority to pass Resolutions, per SDCL§7-8-20 (10), for the purpose of promoting the health, safety, morals and general welfare, of the community and the promotion of health and the suppression of disease; and

WHEREAS, an outbreak of the disease COVID-19, which is caused by the novel coronavirus, has been confirmed in more than 100 countries, including the United States; and

WHEREAS, COVID-19 is a severe respiratory disease transmitted by person-to-person contact, or by contact with surfaces contaminated by the virus. In some cases, especially among older adults and persons with serious underlying health conditions, COVID-19 can result in serious illness requiring hospitalization, admission to an intensive care unit, and death; and

WHEREAS, the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), and the Secretary of the U.S. Department of Health and Human Services have declared the outbreak of COVID-19 as a public health emergency; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency in response to the global pandemic of COVID-19; and

WHEREAS, on the same day, Governor Kristi Noem, issued Executive Order 2020-04 which declared a state of emergency to exist in the State of South Dakota in response to the spread of COVID-19; and

WHEREAS, a case of COVID-19 has been confirmed in Western South Dakota; and

WHEREAS, the CDC and health experts have recommended social distancing to slow the spread of COVID-19; and

WHEREAS, social distancing is a method of slowing down or stopping the spread of a contagious disease by reducing the probability of contact between infected persons and those not infected in order to minimize disease transmission; and

WHEREAS, in response to the need to implement social distancing all schools in the state have been closed for at least two weeks; and

WHEREAS, on March 16<sup>th</sup>, 2020, the White House issued guidance recommending that social gatherings of more than ten people be avoided and

WHEREAS, the failure to successfully implement social distancing will likely result in higher numbers of infected individuals and has the potential to overwhelm the capacity of the

County's health care providers; and

WHEREAS, it is important that control measures be taken to reduce or slow down the spread of COVID-19 in order to protect the health and safety of the County's residents, especially for seniors and those with underlying health conditions that make them particularly vulnerable to COVID-19.

NOW THEREFORE, BE IT RESOLVED, by the Fall River County Commission that:

1. Effective immediately, all Fall River County Facilities are closed to the general public. County and Unified Judicial System offices will continue to operate and conduct business by mail, email, online, by phone or by arranging to work face-to-face/in person on a case-by-case basis.
2. Effective immediately, in cases when a member(s) of the public displays symptoms of COVID-19, as specified by the South Dakota Department of Health, the County offices are directed to refuse face-to-face/in person service and encourage the individual(s) to seek medical attention as specified by public health authorities.
3. This Resolution shall **be** reviewed at each upcoming commission meeting, and appropriate action will be taken as needed.

BE IT FURTHER RESOLVED, that this Resolution is necessary for the immediate preservation of the public peace, health, safety, and welfare of Fall River County and shall become effective Monday, March 30<sup>th</sup>, 2020, and is designed to cause the least amount of disruption to the public.

Dated this 27<sup>th</sup> day of March, 2020.

ATTEST:

\_\_\_\_\_  
Joe Falkenburg  
Fall River County Board of Commissioners

\_\_\_\_\_  
Sue Ganje  
Fall River County Auditor

## **Fall River County Resolution Number 2020 - 17**

### **A RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACTUAL DOCUMENTS WITH THE STATE OF SOUTH DAKOTA FOR THE RECEIPT OF CARES ACT FUNDS TO ADDRESS THE COVID-19 PUBLIC HEALTH CRISIS**

WHEREAS, pursuant to section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020) (the “CARES Act”), the State of South Dakota has received federal funds that may only be used to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (b) were not accounted for in the budget most recently approved as of March 27, 2020, for the State of South Dakota; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, Fall River County acknowledges that the State of South Dakota, in its sole discretion, may retain full use of these funds for the purposes delineated in the CARES Act; and

WHEREAS, Fall River County acknowledges that in order to provide financial assistance to counties and municipalities in South Dakota, the State of South Dakota, in its sole discretion, may allocate CARES Act funds Act on a statewide basis to reimburse counties and municipalities as delineated herein; and

WHEREAS, Fall River County seeks funding to reimburse eligible expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, Fall River County acknowledges that any request for reimbursement of expenditures will only be for expenditures that were not accounted for in the budget for Fall River County most recently approved as of March 27, 2020; and

WHEREAS, Fall River County acknowledges that it will only seek reimbursement for costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020;

NOW, THEREFORE BE IT RESOLVED by the County Commission of Fall River County that the [chairman/other] of the Fall River County Commission may execute any and all documents as required by the State in order to receive CARES Act funds.

It is further

RESOLVED that any request for reimbursement will be only for those costs authorized by the State that: (1) Are necessary expenditures incurred due to the public health

emergency with respect to COVID-19; (2) Were not accounted for in the County budget most recently approved as of March 27, 2020; and (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

It is further

RESOLVED that the County will not request reimbursement from the State under the CARES Act for costs for which the County previously received reimbursement, or for which the County has a reimbursement request pending before another source.

Approved and adopted this 7<sup>th</sup> day of July, 2020.

\_\_\_\_\_  
Fall River County, Commission Chairman  
Fall River County, South Dakota

ATTEST:

\_\_\_\_\_  
Fall River County, Finance Officer  
Fall River County, South Dakota



**STATE OF SOUTH DAKOTA**

**LOCAL GOVERNMENT COVID RECOVERY FUND  
REIMBURSEMENT AGREEMENT**

This Agreement made and entered into by and between the Bureau of Finance and Management, a state agency, of 500 East Capitol Avenue, Pierre, South Dakota, (the "State") and Fall River County, a political subdivision of the State of South Dakota, of 906 N. River Street, Hot Springs, South Dakota (the "Sub-recipient").

WHEREAS, pursuant to section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020) (the "CARES Act"), the State of South Dakota has received federal funds that may only be used to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 ("COVID-19"); (b) were not accounted for in the budget most recently approved as of March 27, 2020, for the State of South Dakota; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the State of South Dakota, in its sole discretion, may retain full use of these funds for the purposes delineated in the CARES Act; and

WHEREAS, the Sub-recipient acknowledges that the State may, in its discretion, utilize CARES Act funds in order to assist counties and municipalities individually or on a statewide basis, all while ensuring compliance with the CARES Act; and

WHEREAS, in order to provide financial assistance to counties and municipalities in South Dakota, the State of South Dakota, in its sole discretion, has allocated a portion of said funds on a statewide basis to reimburse counties and municipalities for COVID-19 expenditures as delineated herein; and

WHEREAS, the Sub-recipient is a county or municipality and seeks funding to reimburse expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, the Sub-recipient acknowledges that any request for reimbursement of expenditures will only be for expenditures which were not accounted for in the Sub-recipient's budget most recently approved as of March 27, 2020; and

WHEREAS, the Sub-recipient will only seek reimbursement for costs incurred during the period that began on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the State retains discretion, consistent with the CARES Act and related U.S. Department of Treasury ("Treasury") guidance, to act on a statewide basis to ensure efficient and responsible use of available CARES Act funds and avoid duplicating benefits through overlapping programs at the county or municipality level.

NOW THEREFORE, in consideration of and pursuant to the terms and conditions set forth herein, the State hereby enters into this Agreement for reimbursement of certain expenditures with Sub-recipient.

1. The Sub-recipient will submit to the State a reimbursement request, along with such supporting documentation acceptable to the State in its sole and absolute discretion, evidencing any eligible expenditure for which the Sub-recipient seeks reimbursement under this Agreement.
  - A. The Sub-recipient hereby declares that it does understand, agree, represent, and warrant that reimbursement under this Agreement will only be claimed for the purpose of covering allowable, allocable, and reasonable expenditures actually made by the Sub-recipient and that such costs:
    - (1) Are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
    - (2) Were not accounted for in the Sub-recipient's budget most recently approved as of March 27, 2020; and
    - (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
  - B. The Sub-recipient separately represents and warrants that it will not claim reimbursement under this Agreement for expenditures 1) for which Sub-recipient previously received reimbursement from another source of funds including, but not limited to, other federal programs; or 2) for which Sub-recipient has a reimbursement request pending before another source of funds including, but not limited to, other federal programs. In the event Sub-recipient determines either of the conditions above apply to a reimbursement request that is pending or has been paid under this Agreement, it shall immediately provide notice to the State and withdraw its request or repay such funds provided hereunder, as applicable.
  - C. The Sub-recipient confirms the State may rely upon the foregoing representations and warranties in sections 1.A. and 1.B. on a continuing basis. Additionally, the Sub-recipient agrees submission of a reimbursement request shall act to reaffirm its representations and warranties as of the date of each such reimbursement request.
  - D. The Sub-recipient understands that further guidance concerning the authorized uses of federal COVID-19 funds is likely to become available on an ongoing basis due to the emergency nature of the federal program funding. The Sub-recipient therefore expressly agrees to be bound by the terms of any additional guidance the State may provide without further amendment of this Agreement, provided the State distributes such guidance via a circular memorandum, letter ruling, official

interpretive statement, FAQ, or other similarly formal expression of the State's position with respect to the administration of its federal award.

- E. To the extent further instruments, documents, or amendments may in the State's discretion become necessary either to achieve the purposes of this Agreement or to ensure the Sub-recipient's performance of its obligations herein, the Sub-recipient agrees it will execute such additional instruments, documents, or amendments at the State's request.
2. This Agreement shall be effective March 1, 2020 through December 30, 2020, unless sooner terminated pursuant to the terms hereof.
3. Compliance with Laws and Federal Sub-recipient Status

The Sub-recipient will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to this Agreement, and will be solely responsible for obtaining current information on such requirements. By accepting this Agreement, the Sub-recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

- A. This Agreement specifically creates a recipient-sub-recipient relationship between the State and the Sub-recipient for federal funding purposes. As such, the Sub-recipient agrees to execute the Sub-recipient Responsibilities Annex contained in Annex A hereto. Upon execution, the Sub-recipient Responsibilities Annex shall be incorporated fully into this Agreement.
- B. In the event of a conflict between the provisions of the Sub-recipient Responsibilities Annex and those set forth in this Agreement, the terms and conditions of this Agreement shall prevail. Until execution of the Sub-recipient Responsibilities Annex and its incorporation into this Agreement, the State will have no obligation for reimbursement under this Agreement.
- C. The Sub-recipient understands and agrees that, in addition to the obligations in this Agreement, it will comply with all elements of the Uniform Grant Guidance (2 CFR 200.0 *et seq.*). Sub-recipient further understands and agrees that its obligation with respect to the Uniform Grant Guidance is an essential aspect of its performance under this Agreement and extends to, but is not limited to, the following:
  - Conflict of interest;
  - Mandatory disclosures;
  - Pre- and post-award requirements;
  - Cost principles;
  - Financial reporting;
  - Pass-through/sub-recipient requirements;

- Audit requirements.

4. Conditioned on the availability of funds, the State will make payment upon receipt and approval of a reimbursement request supported by such documentation required in Section 1 above. Consistent with currently applicable Treasury guidance, the State will allocate \$200 million of its CARES Act funding on a statewide basis for reimbursement of county and municipal COVID-19 expenditures. In order to ensure an equitable allocation of said amount among counties and municipalities, this amount has been further allocated among those various jurisdictions consistent with the general per capita allocation approach provided for in Treasury guidance. The foregoing notwithstanding, Sub-recipient agrees this is a reimbursement agreement and that Sub-recipient has no present or otherwise vested interest in or entitlement to receive the full calculated amount of any allocation and under no circumstances is Sub-recipient entitled to any advance payment of such allocation. The TOTAL CONTRACT AMOUNT for any county or municipality is not fixed and is ascertainable only to the extent to which the Sub-recipient incurs costs eligible under this Agreement and funding remains available. Further, the Sub-recipient understands the amount allocated for the purposes of this Agreement is subject to change at the State's sole discretion as a result of subsequent federal guidance, changing needs, or other conditions associated with COVID-19 response. There is no guarantee of Sub-recipient's reimbursement until the State actually makes payment. Payment under this Agreement will be made consistent with SDCL ch. 5-26.

Sub-recipient acknowledges that when necessary to ensure efficient use of CARES Act funds, to comply with the CARES Act and related Treasury guidance, or to meet the needs of South Dakota, the State's use of funds on behalf of local governments satisfies Treasury guidance that may indicate a state should transfer 45 percent of its allocation to local governments.

5. Sub-recipient will adopt and use proper methods of administering the assistance requested through this Agreement, including the enforcement of any obligations imposed by law for carrying out this grant and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation. The foregoing responsibility for administration is in addition to any specific requirements outlined in Annex A or found in federal law or regulation, including those in 2 CFR 200.0 *et seq.*
6. Indemnification and Remedies
  - A. The Sub-recipient agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability, costs, attorney fees, or other proceedings that may arise as the result of its performance hereunder.
  - B. The State is providing funds hereunder on the basis of the Sub-recipient's undertakings in this Agreement. In addition to any other rights and remedies provided for elsewhere in the Agreement, including its Annex A, the Sub-recipient hereby agrees to repay the State an amount equal to any amount

disallowed by a subsequent audit or investigation, or the amount determined by a subsequent audit or investigation, as well as any excess funds it receives from the State under this Agreement. As security for, and additional comfort of, its ability to perform its repayment obligation under this Agreement, the Sub-recipient hereby grants to State a right of offset and intercept for any State funding or payment to which the Sub-recipient is entitled, now or in the future, for so long as any repayment obligation created by this section 6.B. remains unsatisfied.

- C. The various rights, powers, options, elections, and remedies of the State provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed the State by law, and shall in no way affect or impair the right of the State to pursue any other contractual, equitable, or legal remedy to which the State may be entitled. The election by the State of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.
7. This Agreement may be terminated by either party hereto upon thirty (30) days written notice, but in any event, this Agreement is automatically terminated on December 31, 2020. In the event the Sub-recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. The State may terminate this Agreement by providing reasonable notice, which notice may be less than ten (10) days, of its intent to reallocate all remaining funding to another COVID-19 response purpose and establishment of a date after which reimbursement for Sub-recipient's expenditures will no longer be available. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for reimbursement requests received prior to the date of termination. Without limiting the foregoing, and in order to a) ensure all reimbursements under this Agreement remain chargeable to federal funds under the CARES Act and not to State funds; and b) to ensure CARES Act funds may be reallocated to ensure full utilization for COVID-19 response throughout the state, the State may additionally establish a date prior to termination after which it will no longer accept reimbursement requests and provide notice of the same to Sub-recipient under Section 18 herein.
8. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. If the State reallocates funds as contemplated in section 4 and remaining funding is insufficient to reimburse the Sub-recipient, this Agreement will be deemed terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
9. This Agreement may not be assigned without the express prior written consent of the State. Except otherwise provided for herein, this Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

10. The State agrees to provide technical assistance regarding the State's rules, regulations, and policies to the Sub-recipient and to assist in the correction of problem areas identified by the State's monitoring activities.
11. Sub-recipient certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
12. State's Right to Approve Subcontractors, Sub-Sub-Recipients, and Others
  - A. The Sub-recipient will not use subcontractors or sub-sub-recipients to perform work under this Agreement without the express prior written consent of the State. The State reserves the right to complete a risk assessment on any proposed subcontractor or sub-sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-recipient will cause its subcontractors, sub-sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and sub-sub-recipients. The Sub-recipient is required to assist in this process as needed.
  - B. The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.
13. Sub-recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.
14. The Sub-recipient agrees to abide by all applicable provisions of the following:

Byrd Anti Lobbying Amendment (31 USC 1352); Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180); Drug-Free Workplace; Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; Drug Abuse Office and Treatment Act of 1972; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; Age Discrimination Act of 1975; Americans with Disabilities Act of 1990; Pro-Children Act of 1994; Hatch Act; Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended; Clean Air Act; Federal Water Pollution Control Act; Charitable Choice Provisions and Regulations; Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38; the Violence Against Women Reauthorization Act of 2013; and American Recovery and Reinvestment Act of 2009, as applicable; any other nondiscrimination provision in the specific statute(s) under which application for federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

15. The Sub-recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient review of any reimbursements made hereunder, including records and documents regarding applications, determination for eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. Sub-recipient's obligations above shall in no way limit the application of the additional record requirements outlined in Annex A – Sub-recipient Responsibilities Annex.
16. Pursuant to Executive Order 2020-01, for contractors, vendors, suppliers, or subcontracts with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this contract the Sub-recipient certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and have not taken other similar actions intended to limit its commercial relations, related to the subject matter of the contract, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this contract. The Sub-recipient further agrees to provide immediate written notice to the State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination.
17. This Agreement, together with all amendments and attachments hereto, is a public record. Subject to the provisions of SDCL 1-27 referenced below, the parties further agree that all supporting documentation for reimbursements under this Agreement is a public record, may be posted online by the State, and in any case will be made available upon

request to members of the public. Confidential information or information protected from disclosure under SDCL 1-27 may be removed or redacted from any posting.

18. Any notice or other communication required under this Agreement shall be in writing and sent to the addresses set forth above. Notices shall be given by and to **Liza Clark** on behalf of the State, and by and to Sue Ganje , on behalf of the Sub-recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
19. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.
20. In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision that would require or permit the application of another jurisdiction's substantive law. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
22. The State acknowledges this Agreement is authorized under the provisions of SDCL § 5-18A-9 and that per SDCL § 5-18D-21(6) this Agreement is exempt from the bidding provisions of SDCL §§ 5-18D-17 to 5-18D-20, inclusive.

[SIGNATURE PAGE FOLLOWS]



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

**STATE**

**SUB-RECIPIENT**

By:

By:

\_\_\_\_\_  
Liza Clark, Commissioner  
Bureau of Finance and Management

\_\_\_\_\_  
Joe Falkenburg, Chairman  
Fall River County

**SIGN HERE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ANNEX A**

**STATE OF SOUTH DAKOTA  
BUREAU OF FINANCE AND MANAGEMENT**

**Sub-recipient Responsibilities Annex  
Between**

Fall River County  
906 N. River Street  
Hot Springs, SD 57747

State of South Dakota  
Bureau of Finance and Management  
500 E. Capital Avenue  
Pierre, SD 57501

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**Referred to as Sub-recipient**

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**Referred to as State**

The State and Sub-recipient hereby enter into this Sub-recipient Responsibilities Annex (together with the Reimbursement Agreement, the “Agreement” hereinafter) for a grant award of Federal financial assistance to Sub-recipient.

**A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS**

**1. FEDERAL AWARD IDENTIFICATION**

Information for the Federal Award Identification, as described in 2 CFR 200.331(a) may be inserted below or may be included in an attached Exhibit A and, if attached, is incorporated herein. In the event of a change in the award or funding source, the information inserted below or included in Exhibit A may change. Sub-recipient’s consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

**2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:**

This Agreement shall be effective as provided for in Section 2 of the Reimbursement Agreement.

**3. SCOPE OF WORK AND PERFORMANCE PROVISIONS (add an addendum if needed; if an addendum is used it is incorporated herein):**

A. The Sub-recipient will undertake and complete the work or performance as described in Exhibit A.

**4. BASIS FOR SUBAWARD AMOUNTS:**

This grant is made for the purpose of reimbursing costs incurred by Sub-recipient pursuant to the Coronavirus Relief Fund (Section 601 (a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“Cares Act”)). The amounts are indicated in Exhibit A, line f.

**5. RISK ASSESSMENTS, MONITORING AND REMEDIES**

Risk assessments will be ongoing throughout the project period. Sub-recipient agrees to allow the State to monitor Sub-recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-recipient. In the event Sub-recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three -year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-recipient by the State, shall be retained in Sub-recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-recipient's established record retention policies.

All payments to the Sub-recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-recipient.

7. AUDIT REQUIREMENTS:

If Sub-recipient expends \$750,000 or more in federal awards during the Sub-recipient's fiscal year, the Sub-recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit  
A-133 Coordinator  
427 South Chapelle  
% 500 East Capitol  
Pierre, SD 57501-5070

If the Sub-recipient expends less than \$750,000 during any Sub-recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the 9th month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-recipient must be made available if needed and upon request at the Sub-recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2 CFR Part 200 (Uniform Administrative Requirements).

## 8. SUB-RECIPIENT ATTESTATION

By signing this Agreement, Sub-recipient attests to the following requirements as set forth in SDCL § 1-56-10:

- (A) A conflict of interest policy is enforced within the recipient's or Sub-recipient's organization;
- (B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or Sub-recipient's website;
- (C) An effective internal control system is employed by the recipient's or Sub-recipient's organization;  
and
- (D) If applicable, the recipient or Sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or Sub-recipient's website.

Sub-recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

If Sub-recipient is a non-state agency they agree to disclose to the State, in writing, any conflicts of interest that exist under the Sub-recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the OpenSD website.

In the event of a significant change in the conflict of interest policy, Sub-recipient agrees to provide immediate notice of such change to the State and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT

The State will prepare the closeout documents for grants less than \$250,000, which will consist of a (1) signed request to close the grant from the subrecipient. The State will prepare the closeout documents for grants \$250,000 or more, consisting of (1) a signed request to close the grant from the subrecipient and (2) an accounting from the subrecipient of all costs expended in conjunction with the grant. The State will review the accounting for accuracy or necessary corrections and upon verification of accuracy the State will submit the closeout to the federal agency for final reconciliation. Whether or not audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to three years after the closeout. If either the final financial report or the final audit discloses an overpayment to the sub-recipient, the State may, at its option, either require the sub-recipient to repay the overpayment to the State or deduct the amount of overpayment from monies due the sub-recipient under this Agreement or under any other agreement between the sub-recipient and the State.

10. PROCUREMENT

Sub-recipient agrees to follow procurements standards as found in 2 CFR 200.317 through 2 CFR 200.326 and SDCL 5-18A.

11. COST PRINCIPLES:

Sub-recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

12. PROPERTY MANAGEMENT STANDARDS:

The sub-recipient agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a Federal grant.

13. LICENSING AND STANDARD COMPLIANCE:

The sub-recipient agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The sub-recipient will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Sub-recipient's failure to ensure the safety of all individuals served is assumed entirely by the Sub-recipient.

D. AUTHORIZED SIGNATURES:

[SIGNATURE PAGE FOLLOWS]

In witness hereto, the parties signify their agreement by affixing their signatures hereto.



\_\_\_\_\_  
Joe Falkenburg, Chairman, Fall River County Date

\_\_\_\_\_  
Liza Clark, Commissioner, Bureau of Finance and Management Date

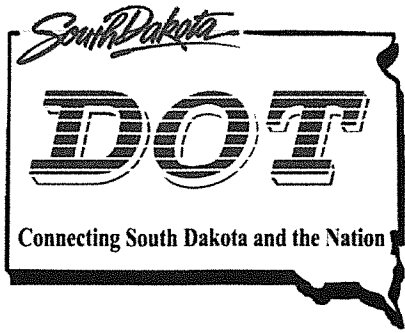
**Exhibit A**

**FEDERAL AWARD IDENTIFICATION**

- a. Sub-recipient's name (which must match the name associated with its DUNS number):
- b. Sub-recipient's DUNS number and unique entity identifier:
- c. Federal Award Identification Number (FAIN):
- d. Federal Award Date: March 27, 2020
- e. Sub-award Period of Performance: *March 1, 2020 to December 30, 2020*
- f. Amount of federal funds obligated to the sub-recipient by this agreement: To Be Determined
- g. Total amount of the federal funds obligated to the sub-recipient:
- h. Total amount of the federal award committed to the sub-recipient:
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows:  
  
This grant is made for the purpose of reimbursing costs incurred by Sub-recipient pursuant to the Coronavirus Relief Fund (Section 601 (a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“Cares Act”).
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

Awarding Agency: U.S. Department of the Treasury  
Pass-through Entity: SD Bureau of Finance and Management  
Contact Information: Monte R. Kramer  
605-773-4743

- k. CFDA No(s) and Name(s): 21.019 – Coronavirus Relief Fund
- l. Is the grant award for research and development (R&D)? Yes \_\_\_ No X
- m. Indirect Cost Rate for federal award: Not Applicable



# Department of Transportation

Office of the Secretary

700 E Broadway Avenue

Pierre, South Dakota 57501-2586 605/773-3265

FAX: 605/773-2804

June 25, 2020

Chairperson  
 Fall River County Commissioners  
 906 N River Street  
 Hot Springs SD 57747

Dear County Commissioners:

The South Dakota Department of Transportation has recently completed the development of a Tentative 2021-2024 Four Year Statewide Transportation Improvement Program (STIP). Typically, in-person meetings are held to gather public input. However, this year due to the Covid-19 pandemic, a conference call will be held for each of the four Regions with a pre-recorded presentation of the STIP made available prior to the conference call.

Prior to final consideration of the STIP by the Transportation Commission, public meeting conference calls will be held on the following dates to receive public input on the Tentative Program:

DATE	LOCATION	REGION	TIME
July 7, 2020	Conference Call: 605-679-7263 Conference ID: 998 875 334#	Aberdeen	7:00 PM (CDT)
July 8, 2020	Conference Call: 605-679-7263 Conference ID: 836 280 448#	Mitchell	7:00 PM (CDT)
July 9, 2020	Conference Call: 605-679-7263 Conference ID: 834 967 724#	Rapid City	7:00 PM (MDT)
July 14, 2020	Conference Call: 605-679-7263 Conference ID: 329 099 178#	Pierre	7:00 PM (CDT)
	Please go to <a href="https://dot.sd.gov">dot.sd.gov</a> or <a href="https://dot.sd.gov/projects-studies/planning/stip">https://dot.sd.gov/projects-studies/planning/stip</a> to watch the pre-recorded presentations and information on how to participate in the conference call.		

The Tentative Transportation Improvement Program will be available at <https://dot.sd.gov/projects-studies/planning/stip> for downloading for your information.

You are cordially invited to participate in this important decision-making process.

Cordially,

Darin P. Bergquist, Secretary  
 Department of Transportation