

AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

TO THE HONORABLE BOARD OF FALL RIVER COUNTY COMMISSIONERS:

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 31st day of March 2022.

Total Amount of Deposit in First Interstate Bank, HS:	\$	611,504.17
Total Amount of Deposit in First National Bank, Lead:	\$	1,000.00
Total Amount of Deposit in First National Bank-ARP Checking, Lead:	\$	1,000.00
Total Amount of Cash:	\$	2,570.48
Total Amount of Treasurer's Change Fund:	\$	900.00
Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:	\$	44,872.98

SAVINGS:

First Interstate Bank, HS:	\$	630,630.06
First National Bank of Lead: ICS Acct	\$	1,047,929.83
First National Bank of Lead-ARP ICS Acct	\$	439,336.77
First National Bank of Lead-RAI MM Acct	\$	40,913.47

CERTIFICATES OF DEPOSIT:

First Interstate, HS:	\$	788,864.24
Black Hills Federal Credit Union, HS:	\$	250,000.00
Bank of the West, HS:	\$	547,572.77
Schwab Treasury:	\$	275,377.86
First National Bank, Lead:	\$	312,198.13
Black Hills Community, Rapid City:	\$	820,419.36
Liberty National, Sioux Falls:	\$	4,047,710.43


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:

TOTAL \$ 9,863,335.55

Dated This 31st Day of March 2022.



Sue Ganje, County Auditor of Fall River County



Teresa Pullen, County Treasurer of Fall River County

County Monies	\$	9,025,054.27
Held for other Entities	\$	641,634.68
Held in Trust	\$	196,646.60
TOTAL	\$	9,863,335.55

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



Security Assessment Agreement

This Agreement is made and entered into by and between Dakota State University, Madison, South Dakota (“DSU”) and Fall River County (“Fall River County”), a political subdivision of the State of South Dakota, on this 8th day of April 2022.

WHEREAS, DSU operates Madison Cyber Labs (“MadLabs”) which encompasses a variety of educational, research and development items related to cyber activity including identifying security flaws, along with analyzing and detecting cyber threats; and

WHEREAS, Project Boundary Fence is part of MadLabs at DSU; and

WHEREAS, Project Boundary Fence, a free resource for South Dakota county and city governments, seeks to assist county and city governments in securing networks from cyber attacks through external penetration testing on outward facing technology infrastructures; and

WHEREAS, Project Boundary Fence performs cybersecurity assessments in order to identify network vulnerabilities while also validating current security defenses; and

WHEREAS, Fall River County seeks assistance from DSU in order for DSU, via Project Boundary Fence, to conduct a cybersecurity assessment of Fall River County systems, networks and facilities (“System”) in order to determine whether potential weaknesses exist in said Systems; and

WHEREAS, in order to conduct a cybersecurity assessment of Fall River County Systems, DSU, via Project Boundary Fence, may seek to bypass security mechanisms in order to attempt to gain access to Fall River County Systems; and

WHEREAS, DSU, via Project Boundary Fence, is willing to assist Fall River County in the performance of a cybersecurity assessment.

NOW THEREFORE, in consideration of and pursuant to the terms and conditions set forth herein, DSU hereby enters into this Agreement with Fall River County, in order for DSU, via Project Boundary Fence, to conduct a cybersecurity assessment of Fall River County System; and the parties agree to the following:

1. Project Boundary Fence will perform a cybersecurity assessment of Fall River County System, which assessment will be completed in conformance with industry standards and best practices. Project Boundary Fence agrees to advise Fall River County of any potential weaknesses with the Fall River County System based upon the results of the cybersecurity assessment.
2. During the term of this Agreement, the Fall River County grants to the below-listed members of DSU’s Project Boundary Fence cybersecurity assessment team permission to assess information security for the Fall River County, including permission to attempt to bypass security mechanisms and gain access to protected systems or resources of the Fall River County, utilizing social engineering methods with Fall River County employees in order to induce said employees to disclose information, and engaging in other activities in order to assess whether Fall River County System is vulnerable to security breaches.



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The individuals with Project Boundary Fence, to whom permission is granted to complete the cybersecurity assessment, include the following:

- Tyler Flaagan, Assistant Professor of Computer & Cyber Science
- Austin Fritzemeier, Penetration Tester for Project Boundary Fence
- Darrin Dutcher, Student worker for Project Boundary Fence
- Gaelin Shupe, Student worker for Project Boundary Fence

Should other members of Project Boundary Fence at DSU provide services under this agreement, DSU will provide written notice to Fall River County of such individual. Any questions about the assessment provided pursuant to this Agreement, the cybersecurity assessment team, or the permission they have been granted may be directed to:

Sue Ganje
Fall River County
906 N. River St
Hot Springs, SD 57747
605-745-5130

Additionally, the Fall River County will provide DSU, via Project Boundary Fence, with a phone number where an authorized employee can be reached 24 hours per day during the term of this Agreement, to be used in the event DSU or Project Boundary Fence, is ever questioned by law enforcement regarding its access to, or attempts to access, the Fall River County information.

Project Boundary Fence will perform the assessment in conformance with industry standards and best practices. DSU, via Project Boundary Fence, will advise Fall River County of any potential weaknesses in and/or concerns with the System based upon the results of the assessment.

3. The Parties acknowledge that as consideration for the cybersecurity assessment, DSU may receive payment from the South Dakota Fusion Center and/or the Department of Homeland Security. DSU will not separately charge the Fall River County for its cybersecurity assessment.
4. For purposes of the cybersecurity assessment, and so that DSU, via Project Boundary Fence, may provide recommendations to the Fall River County, the Fall River County will provide to Project Boundary Fence or allow Project Boundary Fence access to certain Confidential Information of the Fall River County, as defined below, and which Confidential Information the Parties recognize to be the property of the Fall River County, and confidential and not discoverable as provided in State law and the transmission of which is granted in consideration of DSU's acceptance to sign this Agreement. Accordingly, the parties agree as follows:

- A. DEFINITION OF CONFIDENTIAL INFORMATION. For the purposes hereof, "Confidential Information" means data and information relating to the official business


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of the Fall River County or an affiliate of the Fall River County which is or has been disclosed to DSU or of which DSU became aware as a consequence of or through its relationship to the Fall River County or its affiliate and which has value to the Fall River County or its affiliate and is not generally known to the public or required by law to be disclosed to the public. Such Confidential Information shall also include, but not be limited to:

- (1) any third party Confidential Information that the Fall River County and/or any supplying party has a duty to maintain as confidential and has so informed DSU; and
- (2) any other valuable information designated by the Fall River County and/or supply party as Confidential Information expressly or by circumstances in which it is provided (e.g., non-public party information provided by the Fall River County and related to services performed by DSU).

B. COVERED PARTIES. For purposes hereof, the following terms shall have the meanings set forth below:

- (1) "Fall River County" shall mean the party that delivers its Confidential Information to DSU.
- (2) "DSU" shall mean the party that receives Confidential Information from the City/County.
- (3) "Representatives" shall mean any directors, officers, employees, affiliates, representatives, agents, students, independent contractors or advisors of either party.
- (4) DSU shall be solely responsible for all actions and obligations of its Representatives.

C. EXCLUSIONS. However, Confidential Information does not include information that: (a) is now or subsequently becomes generally available to the public through no fault or breach on the part of DSU; (b) DSU can demonstrate to have had rightfully in its possession prior to disclosure to DSU by or on behalf of the Fall River County; (c) DSU can demonstrate was independently developed by the DSU without the use of any Confidential Information; or (d) DSU rightfully obtains from a third party who has the right to transfer or disclose it.

D. NON-DISCLOSURE AND NON-USE OF CONFIDENTIAL INFORMATION. DSU will not, and will not permit its Representatives to disclose, publish or disseminate Confidential Information to anyone other than its employees and agents on a need-to-know basis, for purposes of providing the Services as required by this Agreement, and agrees to take every precaution to prevent any unauthorized use, disclosure, publication or dissemination of Confidential Information, other than the sole purpose stated above in this Agreement. Although DSU may have access to Confidential Information beyond what is necessary for DSU to perform its quality assurance activities, DSU agrees and acknowledges that it will limit its use of such information to only that which



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is necessary. Any use or transmission of all or any part of the Confidential Information, except as otherwise expressly provided herein, shall be deemed to be a default under this Agreement.

- E. AUTHORIZED ACCESS. DSU will notify the Fall River County of any individual who will seek access to Confidential Information to assist in performing the Services. No individual shall be provided or allowed access to Confidential Information until prior notice has been provided to, and approval received from, the Fall River County.
 - F. LEGAL PROCESS AND PRODUCTION. In the event that DSU or anyone to whom DSU transmits the Confidential Information becomes legally compelled to disclose any of the Confidential Information, DSU will provide the Fall River County with prompt notice so that the Fall River County may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Fall River County waives compliance with the provisions of this Agreement, DSU will furnish only that portion of the Confidential Information which is legally required.
- 5. This Agreement shall terminate on March 17th, 2023, provided, however, that the confidentiality obligations set forth herein will remain in full force and effect for so long as DSU is in possession of any Confidential Information of the Fall River County in any form.
 - 6. Either party may, by written notice to the other, terminate this Agreement in whole or in part at any time.
 - 7. The parties acknowledge that they are entering into this Agreement freely and voluntarily, that they have the opportunity to be represented and advised by counsel in the negotiations resulting in this Agreement, that they have ascertained and weighed all the facts and circumstances likely to influence their judgment, that they have given due consideration to the provisions contained herein, and that they thoroughly understand and consent to all provisions herein.
 - 8. The validity, performance, and enforcement of this Agreement are governed by the laws of the state of South Dakota. Should any section or provision of this Agreement be declared by the courts to be invalid, the same will not affect the validity of the Agreement as a whole or any part thereof, other than the part declared to be invalid.
 - 9. This instrument contains the entire Agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing, signed by both parties and endorsed hereon.
 - 10. DSU hereby assigns to the Fall River County all right, title, and interest in and to all reports, schedules, models, budgets, and other documents, and all information contained therein, prepared and assembled by DSU in connection with this Agreement.


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11. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees, and successors of the respective parties.
12. The parties agree that electronic transmission via facsimile or email to the other party of a copy of this Agreement bearing such parties' signature shall suffice to bind the party transmitting same to this Agreement in the same manner as if an original signature had been delivered. Without limitation of the foregoing, each party who electronically transmits an executed copy of this Agreement via facsimile or email bearing its signature covenants to deliver the original thereof to the other party as soon as possible thereafter.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Fall River County

 4-21-22
 Name: Sue Ganje Date

Fall River Co Auditor
 Title

**DAKOTA STATE UNIVERSITY/
 Department**

Name: Date

Title

**DAKOTA STATE UNIVERSITY/
 VP for Business & Admin Services** _____

**DAKOTA STATE UNIVERSITY/
 Authorized Official**

Name: Date

Title

SH

DSU GCAO

19-LE-11020700-010, Mod 003 Fall River Sheriff - Cooperative Law Enforcement

1 message

Swenson, Karla -FS <karla.m.swenson@usda.gov>

Sat, Apr 16, 2022 at 3:35 PM

To: "vjlogue@outlook.com" <vjlogue@outlook.com>, "frcso@gwtc.net" <frcso@gwtc.net>

Cc: "Hartman, Linda -FS" <linda.hartman@usda.gov>, "Graham, Dave- FS" <David.Graham@usda.gov>

Good Afternoon Deputy Logue –

I am currently covering for Amanda Marr while she is on maternity leave.

We have recently updated our forms and a signature is only required on the modification form, not the Operating Plan.

Attached is the new above subjected 2022 Operating Plan for the Sheriff and the County Commissioner's review and signatures. Please have the Sheriff sign page 1 and County Commissioner sign page 2 of the modification form, then email me back the signature pages. A hard copy signature is not required.

Thank you! 😊

**Karla Swenson (she/her)****Lead Grants Management Specialist****Forest Service****Rocky Mountain Region, Office of Grants and Agreements (OG&A)**

p: 307-578-5189

karla.m.swenson@usda.gov

808 Meadow Lane Ave

Cody, WY 82414

www.fs.fed.us



Caring for the land and serving people

**MODIFICATION OF GRANT OR AGREEMENT**

PAGE OF PAGES

1 10

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:
19-LE-11020700-0102. RECIPIENT/COOPERATOR GRANT or
AGREEMENT NUMBER, IF ANY:3. MODIFICATION NUMBER:
0034. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING
GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):
Nebraska National Forests and Grasslands
125 N. Main Street, Chadron, NE 691665. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING
PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):
Nebraska National Forests and Grasslands
125 N. Main Street, Chadron, NE 69166
and
Black Hills National Forest
1019 N. 5th St, Custer, SD 577306. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip +
4, county):
Fall River, County Of
906 N River St, Hot Springs, SD 57747-13097. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS
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.

CHANGE IN PERFORMANCE PERIOD: Correct expiration date to 12/31/2023 to correspond with calendar year



CHANGE IN FUNDING: Add \$7,900.00



ADMINISTRATIVE CHANGES:



OTHER (Specify type of modification):

**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):

This modification will reflect a change to the following provision from the original Cooperative Law Enforcement Agreement:

IV.V. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective through
December 31, 2023.**10. ATTACHED DOCUMENTATION (Check all that apply):**

Revised Scope of Work



Revised Financial Plan



Other: 2022 Operating Plan, Exhibit A

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 CAPACITIES FOR MATTERS RELATED TO THE ABOVE-REFERENCED
GRANT/AGREEMENT.11.A. FALL RIVER COUNTY SHERIFF'S OFFICE
SIGNATURE

(Signature of Signatory Official)

11.B. DATE
SIGNED

11.C. U.S. FOREST SERVICE SIGNATURE

(Signature of Signatory Official)

11.D. DATE
SIGNED

11.E. NAME (type or print): ROBERT EVANS

11.F. NAME (type or print): JACK ISAACS

11.G. TITLE (type or print): Sheriff

11.H. TITLE (type or print): Forest Supervisor
Nebraska National Forests and Grasslands



11.I. FALL RIVER COUNTY COMMISSIONERS SIGNATURE		11.K. U.S. FOREST SERVICE SIGNATURE		11.L. DATE SIGNED	
(Signature of Signatory Official)		(Signature of Signatory Official)			
11.M. NAME (type or print): MITHCELL JARVIES		11.N. NAME (type or print): JEFF TOMAC			
11.O. TITLE (type or print): Chairman		11.P. TITLE (type or print): Forest Supervisor Black Hills National Forest			
11.Q. U.S. FOREST SERVICE SIGNATURE					
(Signature of Signatory Official)					
11.R. NAME (type or print): KENNETH PEARSON					
11.S. TITLE (type or print): Special Agent in Charge Rocky Mountain Region					



12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:

KARLA SWENSON

Digitally signed by KARLA SWENSON

Date: 2022.04.16 15:31:19 -06'00'

12.B. DATE
SIGNED

KARLA SWENSON

U.S. Forest Service Grants & Agreements Specialist



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 30 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, audiotope, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



FS Agreement No.

19-LE-11020700-010

Mod003

EXHIBIT A**COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL PLAN****Between The****FALL RIVER, COUNTY OF****And the****USDA, FOREST SERVICE****NEBRASKA NATIONAL FORESTS AND GRASSLANDS****And****BLACK HILLS NATIONAL FOREST****2022 OPERATING AND FINANCIAL PLAN**

This Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Fall River, County of, hereinafter referred to as "Fall River County Sheriff's Office or Cooperator," and the United States Department of Agriculture (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-LE-11020700-010 This Operating and Financial Plan is made and agreed to as of the last signature date on the Cooperative Law Enforcement Agreement and is in effect through December 31, 2023, unless modified during the annual review.

Previous Year Carry-over: \$1,740.34

Current Calendar Year Obligation: \$5,459.66

CY2022 Total Operating Plan: \$7,200.00

Billings not to occur before the date of the last signature.

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, Sheriff Fall River County Sheriff 906 N. River Street Hot Springs, SD 57747 Telephone: 605-745-4444 FAX: 605-745-7591 Email: frcso@gwtc.net	Vince Logue, Deputy Sheriff Fall River County Sheriff 906 N. River Street Hot Springs, SD 57747 Telephone: 605-745-4444 FAX: 605-745-7591 Email: frcso@gwtc.net 2 nd Email: vjlogue@outlook.com

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 nd Street Sheridan, WY 82801 Telephone: 307-674-2682 FAX: 307-674-2668 Email: david.hartley@usda.gov	Amanda Marr Grants Management Specialist Nebraska National Forests and Grasslands 125 North Main Street Chadron, NE 69337 Telephone: (308) 432-0388 Email: amanda.marr@usda.gov
U.S. Forest Service Field Contact: Eric Nelson, LEO 1019 N. 5 th Street Custer, SD 57730 Telephone: 605-673-9307 FAX: 605-673-5461 Email: eric.nelson@usda.gov	Payment Approver (in NRM): Linda Hartman, Program Assistant Telephone: 307-674-2653 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 Forest

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 **Nebraska National Forests and Grasslands** 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 and continue through September. 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 **Black Hills National Forest** shall not exceed the amount of: \$3,600.00

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

Cooperator personnel assigned to the Patrol Activities 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. TRAINING:

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Total reimbursement for this category shall not exceed the amount of: \$0.00

**IV. EQUIPMENT:**

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

Total reimbursement for this category shall not exceed the amount of: \$0.00

V. 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 Operating Plan. The designated representative will then notify Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised 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 U.S. 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 U.S. 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 U.S. 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.

VI. BILLING FREQUENCY:

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

- A. Itemized billing for reimbursement for Items listed under II-A, and IV will be invoiced annually to:

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

Submit original invoice(s) for payment to:

USDA, Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894
E-Mail: sm.fs.asc_ga@usda.gov

Send copy to:

David Hartley, Patrol Captain
U.S. Forest Service
R2 LE&I Northern Zone
2013 Eastside 2nd Street
Sheridan, WY 82801
E-Mail: david.hartley@usda.gov

- 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
2013 Eastside 2nd Street
Sheridan, WY 82801
Email: david.hartley@usda.gov

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

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$7,200.00	100%
Training	\$0.00	N/A
Equipment	\$0.00	N/A
Special Enforcement Situations	\$0.00	N/A
Total	\$7,200.00	100%

- D. Any remaining funding in this Operating Plan may be carried forward to the next calendar 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.*



USDA
Forest Service

LAW ENFORCEMENT ACTIVITY
REPORT
(Ref. FSM 5300)

Agreement Number

Initial ☐ **Follow Up** ☐

1. Cooperator (Department Name):			2. National Forest:			
3. Record (1)	4. Action Code (2) (FS Use Only) U-Update	5. Unit Identification (3-11)			6. Date (12-5)	
		Region	Forest	State	County	Month
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				
13a. Item # (16-17)	13b. Type of Crime	13c. Coop Agreement Reimbursed Activity (18-20)		13d. Non-Coop Agreement Activities (21-23)		

PART I - FBI UNIFORM CRIME REPORTING

01	Criminal Homicide		
02	Forcible Rape		
03	Robbery		
04	Aggravated Assault		
05	Burglary - Breaking or Entering		
06	Larceny - Theft (Except Motor Vehicle)		
07	Motor Vehicle - Theft		
08	Arson		

PART II - FBI UNIFORM CRIME REPORTING

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		

PART III - COOPERATOR ASSISTS

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.



*Emergency Management
Fall River County*

*Franklin W. Maynard CEM CFM
906 N. River St.
Hot Springs, SD 57747*

605 745-7562 605 890-7245 em@frcounty.org



Date: April 21, 2022

Subj: Commission Update:

1. Severe Weather Preparedness Week: The week of April 25-29, 2022 is designated as Severe Weather Preparedness Week. On Wednesday, April 27th, Fall River County will be testing the sirens located in Hot Springs, Oelrichs, Edgemont and Angustura Recreation Area to verify the sirens are functioning. The test will be between 9a and 10a.
2. Battle Mtn. Radio Tower: I have been in contact with Golden West Board members discussing different options for our communications systems. I have been in contact with OEM regarding possible grant funding for critical communications for the county.
3. Fire Prediction: Red Flag early this week, but moisture content is below normal and with the windy conditions, there is a potential for large fire growth.
4. Fires & Incidents:
 1. 4/5/2022: Semi Blow over: Hwy 18: Edgemont Fire, Edgemont Ambulance, Fall River Sheriff and SD Highway Patrol.
 2. 4/6/2022: Brush Fire: Entrance to Edgemont Cemetery: Edgemont Fire.
 3. 4/6/2022: Semi Blow over: Hwy 385: Oelrichs Fire, Fall River Sheriff and SD Hwy Patrol.
 4. 4/8/2022: Two Vehicle Accident: Maverick Junction: Fall River Sheriff, Hot Springs Fire, Hot Springs Ambulance and SD Hwy Patrol.

*Franklin W. Maynard, CEM, CFM
Emergency Manager
Fall River County
906 N. River Street
Hot Springs, SD 57747*



2727 N Plaza Dr.
Rapid City, SD 57702

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

Quote

No.: **67927**

Date: 4/11/2022

Prepared for:

Ken Martin
Fall River County Highway Supt
27518 Cascade Road
Hot Springs, SD 57747 USA

Account No.: 1740
Phone: (605) 745-5137
Fax: (605) 745-5912

Qty	Description	UOM	Sell	Total
1	SonicWALL Advanced Gateway Security Suite Bundle for TZ500 Series - 1yr Current subscription expires May 21st, 2022.	EA	\$1,041.19	\$1,041.19

Your Price: \$1,041.19

Total: \$1,041.19

Prices are valid for 30 days from quote date.

Prepared by: Chris Bernard, chrisbernard@goldenwest.com

Date: 4/11/2022

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 shipping charges may be added to the invoice.

Terms: A 30% down payment may be required for sales of \$10,000 or more, with the balance due 15 days from the invoice date.

Large, long-term projects are subject to progress billing.



2727 N Plaza Dr.
Rapid City, SD 57702

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

Quote

No.: **67949**

Date: 4/12/2022

Prepared for:

Dave Weishaupl (605) 891-1151
Fall River County Auditor
906 N River Street
Hot Springs, SD 57747 USA

Account No.: 1889
Phone: (605) 745-5145
Fax: (605) 745-3530
Job: 2022 BCDR Upgrade

Qty	Description	UOM	Sell	Total
Offsite Backup Service - Sirius 4 - 10TB Rack Mount - Monthly				
1.00	Platinum Professional Offsite Backup Service - Sirius 4 - 10TB Rack Mount	EA	\$1,499.00	\$1,499.00
One Time Setup Fee				
1.00	MS One Time Setup Fee	EA	\$499.00	\$499.00

Your Price: \$1,998.00

Total: \$1,998.00

Prices are valid for 30 days from quote date.

Prepared by: Eric Eisenbraun, ericeisenbraun@goldenwest.com

Date: 4/12/2022

This setup fee covers remote setup at GWT and shipping to the customer. Any onsite work will be charged at T&M.

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 shipping charges may be added to the invoice.

Terms: A 30% down payment may be required for sales of \$10,000 or more, with the balance due 15 days from the invoice date.

Large, long-term projects are subject to progress billing.

2 Bids for Asphalt Surface Treatment

Use on Angostura Roads, Oral Road, Feedlot Road, Shep's Canyon Road – alternate

The bid will end up being all in one, but will divide out the amounts in areas needed (quantities broke out)

Simons \$675/ day penalty
Total Base + Alternate I Bid Price – \$793,343.15

Bithumos \$675/ day penalty
Total Base + Alternate I Bid Price – \$866,898.80

Bid Breakdown

2022 Fall River County AST

Fall River County

4/12/2022

Simon Contractors

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
Oral Road (56.0%)					
B1	Mobilization	Lump Sum	1	\$ 79,000.00	\$ 44,240.00
B2	Checker	Hour	180	\$ 38.50	\$ 3,880.80
B3	Traffic Control	SqFt	525	\$ 4.45	\$ 1,308.30
B4	Traffic Control, Miscellaneous	Lump Sum	1	\$ 9,000.00	\$ 5,040.00
B5	Temporary Pavement Marking	Mile	30.9	\$ 260.00	\$ 4,499.04
B6	Flagging	Hour	180	\$ 42.75	\$ 4,309.20
B7	Pilot Car	Hour	60	\$ 52.00	\$ 1,747.20
B8	Type 2A Modified Cover Aggregate	Ton	2616.1	\$ 55.00	\$ 80,575.88
B9	AE 150S Asphalt Emulsion	Ton	324.8	\$ 770.00	\$ 140,053.76
B10	Asphalt for Fog Seal	Ton	56.8	\$ 1,190.00	\$ 37,851.52
					\$ 323,505.70
Feed Lot Road (8.7%)					
B1	Mobilization	Lump Sum	1	\$ 79,000.00	\$ 6,873.00
B2	Checker	Hour	180	\$ 38.50	\$ 602.91
B3	Traffic Control	SqFt	525	\$ 4.45	\$ 203.25
B4	Traffic Control, Miscellaneous	Lump Sum	1	\$ 9,000.00	\$ 783.00
B5	Temporary Pavement Marking	Mile	30.9	\$ 260.00	\$ 698.96
B6	Flagging	Hour	180	\$ 42.75	\$ 669.47
B7	Pilot Car	Hour	60	\$ 52.00	\$ 271.44
B8	Type 2A Modified Cover Aggregate	Ton	2616.1	\$ 55.00	\$ 12,518.04
B9	AE 150S Asphalt Emulsion	Ton	324.8	\$ 770.00	\$ 21,758.35
B10	Asphalt for Fog Seal	Ton	56.8	\$ 1,190.00	\$ 5,880.50
					\$ 50,258.92
North Angostora Road (13.2%)					
B1	Mobilization	Lump Sum	1	\$ 79,000.00	\$ 10,428.00
B2	Checker	Hour	180	\$ 38.50	\$ 914.76
B3	Traffic Control	SqFt	525	\$ 4.45	\$ 308.39
B4	Traffic Control, Miscellaneous	Lump Sum	1	\$ 9,000.00	\$ 1,188.00
B5	Temporary Pavement Marking	Mile	30.9	\$ 260.00	\$ 1,060.49
B6	Flagging	Hour	180	\$ 42.75	\$ 1,015.74
B7	Pilot Car	Hour	60	\$ 52.00	\$ 411.84
B8	Type 2A Modified Cover Aggregate	Ton	2616.1	\$ 55.00	\$ 18,992.89
B9	AE 150S Asphalt Emulsion	Ton	324.8	\$ 770.00	\$ 33,012.67
B10	Asphalt for Fog Seal	Ton	56.8	\$ 1,190.00	\$ 8,922.14
					\$ 76,254.92

South Angostora Road (22.1%)					
B1	Mobilization	Lump Sum	1	\$ 79,000.00	\$ 17,459.00
B2	Checker	Hour	180	\$ 38.50	\$ 1,531.53
B3	Traffic Control	SqFt	525	\$ 4.45	\$ 516.31
B4	Traffic Control, Miscellaneous	Lump Sum	1	\$ 9,000.00	\$ 1,989.00
B5	Temporary Pavement Marking	Mile	30.9	\$ 260.00	\$ 1,775.51
B6	Flagging	Hour	180	\$ 42.75	\$ 1,700.60
B7	Pilot Car	Hour	60	\$ 52.00	\$ 689.52
B8	Type 2A Modified Cover Aggregate	Ton	2616.1	\$ 55.00	\$ 31,798.70
B9	AE 150S Asphalt Emulsion	Ton	324.8	\$ 770.00	\$ 55,271.22
B10	Asphalt for Fog Seal	Ton	56.8	\$ 1,190.00	\$ 14,937.83
					\$ 127,669.21
			Total Base Bid		\$ 577,688.75
	Alternate I - Sheps Canyon Road				
SC1	Roadway Shaping	Mile	6.6	\$ 8,700.00	\$ 57,420.00
SC2	MC-70 Prime	Ton	71.9	\$ 1,800.00	\$ 129,420.00
SC3	Sand for Prime	Ton	331.2	\$ 87.00	\$ 28,814.40
	Total Alternate I				\$ 215,654.40
	Total Cost				\$ 793,343.15

Low As Checked Bidder: Simon Contractors of SD, Inc

Bid Tabs
2022 Fall River County AST
Fall River County
4/12/2022

ITEM	DESCRIPTION	UNIT	QUANTITY	Engineers Estimate		Simon Contractors		Bituminous Paving	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
B1	Mobilization	Lump Sum	1	\$ 70,000.00	\$ 70,000.00	\$ 79,000.00	\$ 79,000.00	\$ 58,000.00	\$ 58,000.00
B2	Checker	Hour	180	\$ 45.00	\$ 8,100.00	\$ 38.50	\$ 6,930.00	\$ 50.00	\$ 9,000.00
B3	Traffic Control	SqFt	525	\$ 7.00	\$ 3,675.00	\$ 4.45	\$ 2,336.25	\$ 5.00	\$ 2,625.00
B4	Traffic Control, Miscellaneous	Lump Sum	1	\$ 4,500.00	\$ 4,500.00	\$ 9,000.00	\$ 9,000.00	\$ 11,000.00	\$ 11,000.00
B5	Temporary Pavement Marking	Mile	30.9	\$ 400.00	\$ 12,360.00	\$ 260.00	\$ 8,034.00	\$ 600.00	\$ 18,540.00
B6	Flagging	Hour	180	\$ 42.00	\$ 7,560.00	\$ 42.75	\$ 7,695.00	\$ 45.00	\$ 8,100.00
B7	Pilot Car	Hour	60	\$ 60.00	\$ 3,600.00	\$ 52.00	\$ 3,120.00	\$ 55.00	\$ 3,300.00
B8	Type 2A Modified Cover Aggregate	Ton	2616.1	\$ 54.50	\$ 142,577.45	\$ 55.00	\$ 143,885.50	\$ 50.00	\$ 130,805.00
B9	AE 150S Asphalt Emulsion	Ton	324.8	\$ 750.00	\$ 243,600.00	\$ 770.00	\$ 250,096.00	\$ 1,081.00	\$ 351,108.80
B10	Asphalt for Fog Seal	Ton	56.8	\$ 1,100.00	\$ 62,480.00	\$ 1,190.00	\$ 67,592.00	\$ 1,700.00	\$ 96,560.00
				Total Base Bid \$ 558,452.45			\$ 577,688.75		\$ 689,038.80
	Alternate I - Sheps Canyon Road								
SC1	Roadway Shaping	Mile	6.6	\$ 7,500.00	\$ 49,500.00	\$ 8,700.00	\$ 57,420.00	\$ 4,500.00	\$ 29,700.00
SC2	MC-70 Prime	Ton	71.9	\$ 1,200.00	\$ 86,280.00	\$ 1,800.00	\$ 129,420.00	\$ 1,600.00	\$ 115,040.00
SC3	Sand for Prime	Ton	331.2	\$ 80.00	\$ 26,496.00	\$ 87.00	\$ 28,814.40	\$ 100.00	\$ 33,120.00
				Total Alternate I \$ 162,276.00			\$ 215,654.40		\$ 177,860.00
				Total Alternate I + Base Bid Cost \$ 720,728.45		Total Cost \$	793,343.15	Total Cost \$	866,898.80

Low As Checked Bidder: Simon Contractors of SD, Inc

NOTICE TO BIDDERS

CRUSHED GRAVEL OR STONE SURFACING

Sealed bids will be opened and considered at the office of the Fall River County Commissioners in the County Courthouse, Hot Springs, South Dakota on the 19th day of May, 2022, at 10:00 a.m.

For Crushing and Stockpiling of 45,000 Ton of Crushed Gravel or Stone Surfacing at the following site location:

Section 34, Township 7S, Range 6E.

With a completion date for the crushing and stockpiling of material to be: November 1, 2022. Royalties on material involved in this project will be paid by the Contractor and included in the bid price.

Bid specifications/contract will be furnished by the Fall River County Highway Department Office, 27518 Cascade Rd, P.O. Box 939, Hot Springs, South Dakota 57747. Bids shall be submitted to the Auditor's Office, 906 N. River Street, Hot Springs, South Dakota, 57747. Bids shall be submitted before 10:00 a.m. on May 19th, 2022, in duplicate, in a sealed envelope, clearly marked on the outside with the Item Bid and the time and date of Letting.

The **General Specification/Contract should also be signed and returned to accompany the bid.** (These can be obtained at the Fall River County Highway Dept. or mailed to Bidders upon request at 605-745-5137). The Successful Bidder will then be mailed a copy of this Contract once signed by the Fall River County Commission and Fall River County Auditor.

All bids must be accompanied by a cashier's check or a bank draft on a State or National Bank, in the amount of 5% of the gross amount of bid, or a bid bond in the amount of 10% of the gross amount of the bid. All checks must be made payable to the Fall River County Treasurer. Checks of the unsuccessful bidders will be returned forthwith. The check of the successful bidder will be released upon completion of the contract.

The Board of County Commissioners of Fall River County reserves the right to accept or reject any or all bids and to waive any informalities or irregularities and to accept the bid which they deem to be in the best interest of Fall River County.

Sue Ganje
Fall River County Auditor

Published twice at the total approximate cost of _____.

GENERAL SPECIFICATIONS AND CONTRACT

SCOPE OF CONTRACT:

This specification provides for the supply and stockpiling of 45,000 Ton of crushed Gravel or crushed stone in the grade and quantities indicated furnished in accordance with this solicitation.

PIT QUARRY AND STOCKPILE SITE:

Said material to be stockpiled in Fall River County, said material to be stockpiled in area of:

Section 34, Township 7S, Range 6E.

CRUSHED GRAVEL AND STOCKPILING

DESCRIPTION:

This shall consist of crushed gravel or crushed stone and filler, in the gradations indicated and Stockpiled on a prepared bed at the location listed above. Gradations of each designated size of aggregates shall be obtained by crushing, screening, and blending processes as may be necessary and shall be in conformity to the percentages shown in applicable table.

Granular material of which 30% of the particles retained on the No.4 sieve shall contain one or more fractured faces.

The County shall perform certified tests in accordance with AASHTO T-27. The portion of the filler, including blended filler, shall have a plasticity index of not more than 12 or less than 4 as determined by AASHTO Method T-90

Service Gravel Specification By dry weight Passing	Modified to Minimum and I. Of 6
¾ inch sieve	100%
No. ½ inch sieve	
No. 4 sieve	50% to 78%
No. 8 sieve	37% to 67%
No. 40 sieve	13% to 35%
No. 200 sieve	4% to 15%
P.I.	Min 4% to Max 12%

***In lieu of the PI requirement, material that has been shown to perform satisfactorily on prior projects may be used with the approval of the Highway Superintendent. Approval for use of the material source must be obtained from the Highway Superintendent prior to submitting a bid for the project.**

FILLER FOR BLENDING:

If filler, in addition to that naturally present in the material, is necessary for meeting the grading requirement or for the satisfactory bonding of the material, it shall be uniformly blended with the

material at the screening and crushing plant. The material for such purpose shall be free from hard lumps and shall not contain more than 15% of material retained on a No. 4 sieve.

STOCKPILE AGGREGATE:

The floor for the stockpile shall be comparatively uniform in cross section. The completed stockpile or stockpiles shall be neat and regular in form.

INSPECTION AND ACCEPTANCE:

Inspection of material for conforming to the specifications will be performed by the County at their discretion. **Material not meeting specifications will be rejected.**

COMPLETION:

Contract shall be completed by November 1, 2022. If extra work is ordered by the County the completion date may be extended by an agreement between the Contractor and the County.

BOND (S) REQUIREMENT:

Bidders are required to submit a cashiers check or a bank draft on a State or National Bank, in the amount of 5% of the gross amount of bid, or a bid bond in the amount of 10% of the gross amount of the bid made payable to the Fall River County Treasurer. The checks or bonds of the unsuccessful bidders will be returned forthwith. **The Contractor must also furnish a performance bond in an amount equal to the contract price.**

LIQUIDATED DAMAGE:

The Contractor will be granted reasonable time extensions if necessary by County Superintendent, although liquidated damages will be assessed in the amount of Five Hundred Dollars (\$500.00) per day (using a 5 day work week) for each day the work is not completed as set forth.

METHOD OF MEASUREMENT:

The tonnage of crushed gravel or crushed stone to be paid for shall be the number of tons of material, including filler, placed and accepted in an approved stockpile. Measurement shall be on the basis of weight scale tickets issued by the responsible designated Government Scale man on the job site. **OR** the contractor may stockpile said material and weight will be derived from measurement of authorized stockpiles by a State Engineer approved by the County or an Engineer agreeable to both parties. **OR** a belt scale may be used for determining tonnage if approved by the County.

PIT LICENSE:

The Contractor will be responsible for licensing the pit unless the County currently licenses the pit.

BASIS OF PAYMENT:

The tonnage of material, determined as provided above shall be paid for at the contract unit price per ton for "Crushed Gravel or Crushed Stone Surfacing" of the grading called for in the bid schedule, which price and payment shall constitute full compensation for crushing and stockpiling approved material. Payment for the Royalty (if any) on the material involved in this project will be paid by the Contractor and included in the bid price.

OTHER AGREED TO STIPULATIONS: Between the Successful Bidder (Contractor) and Fall River County: Stock Pile allowed to remain on sight until depleted, _____

This Contract with the above specifications is entered into on this the 19th day of May, 2022 between Fall River County and _____ the successful bidder at the price of _____ per ton of Crushed Gravel or Crushed Stone Surfacing.

_____ and Fall River County
By _____ By: _____
_____ Chairman Board of County Commissioners

ATTEST: _____

Fall River County Auditor

Citizens of Custer County, SD
Statement to State Legislature and Governor for Property Tax Remedy

CUSTER COUNTY PROPERTY TAXPAYERS, in conjunction with other South Dakota counties, have experienced a drastic increase in property values, far and above our normal market sales. This has benefited our local economy and those selling properties as well as our state; however, it has caused a deleterious outcome regarding property assessment valuations. Action needs to be taken by the South Dakota State Legislators and Governor for remedy!

CUSTER COUNTY PROPERTY TAXPAYERS, respectfully ask our Governor, Kristi Noem and our South Dakota Senators and Representatives for 2023 session, to draft and adopt legislation that will ensure taxpayer relief and deal with sky rocketing values and determine a solution to return property taxes to a level that residents can pay and not lose their homes and properties. Additionally, this may help our local property owners from being driven to sell their properties and move to another state. Governor Noem constantly expresses that South Dakota taxes are low. This no longer is true for the majority of property taxpayers in Custer County and in many counties in South Dakota.

RECOMMENDATIONS TO ADDRESS CUSTER COUNTY PROPERTY TAX RELIEF

- 1.) **Property Taxation** in the State of South Dakota should be based on 2019-2020 property tax assessments. Properties purchased January 1, 2020, and later should be assessed at purchase price. Property assessments may not increase more than 2% annually in future years, until sale and then the sell price will become the new assessed value. This is based on California Proposition 13. Family property transfers upon death of parents to children or children to parents should be at the tax valuation the family currently pays as property is not sold.
- 2.) **State Property Tax Relief Programs** to assist residents are – the Homestead Exemption, Disabled Veteran Exemption, Paraplegics programs, and the Assessment Freeze for the Elderly and Disabled individuals. Eliminate all income requirements and freeze the assessed valuations for those 65 years and older and 100% disabled veterans based on the 2019-2020 valuations as stated in #1 – Property Taxation.
- 3.) **Owner-Occupied and Non-Owner Occupied** - Property parcel valuations should be classified as owner-occupied to include the residence and all other structures on that owner's parcel if said structures are used as non-commercial. Approximately 4% of taxable acres in Custer County are non-ag properties, 48% of taxable acres are classified as agriculture and 48% of Custer County acreage is exempt from taxation as it is state or federal acreage. Non-ag properties are those that are owner-occupied (residential), non-owner occupied and others (commercial). Based on 2016 numbers, 82.35% of all Custer County Tax Revenue comes from 3.77% (Residential & Commercial) of all taxable acres. The non-owner-occupied structure valuations are adding to property valuations that many property owners cannot afford.
- 4.) **State Parks and Federal Lands** make up approximately 48% of Custer County property. Actual costs of all support services should be paid back to the State Park home counties in full, especially all county first responder services. In addition, State Parks should give their home county 2% of daily entrance fees, 1% of campsite rentals and 2% of Permitted State Park concessionaires' gross revenue to the host county to help offset local property tax assessments. If permitted concessionaires and State Parks are protected from paying fees or taxes by SD constitution, we ask that amendment legislation be written to make this fee possible and fair to all state park host counties as noted above.
- 5.) **Property Tax mill levies**, not to include school mill levies, are lowered by the County as property assessments increase if the County budget remains the same or decreases. However, if the mill levy decreases significantly the County Commissioners are prohibited by State regulation to increase the mill levy by more than 1% or CPI, and in instances of emergency that could produce great hardship on the County. The maximum amount that the mill levy can increase should be raised to 2% in emergency situations.
- 6.) **Marijuana fees and taxes** should be distributed 50 % for K-12 school support and 50% for law enforcement. The fees and taxes for marijuana should be significant. AND
- 7.) **Lottery fees and taxes** should be distributed 25 % for K-12 school support, 25% for Gambling and Drug Rehabilitation and 50% for the general fund. The fees and taxes for lottery should be significant.
- 8.) **School Mill Levies and State Funding Formulas**. Custer County property taxpayers are currently paying 2/3 of their property taxes to the school and for some taxpayers 68-71% based on the owner and non-owner-occupied status of structures. Tax mill levy for our schools is set by the state. The **State School Funding Formula needs to be totally restructured** to ease the tax burden on Custer County and other county property taxpayers in South Dakota and provide equal student opportunities. This current funding formulation is not sustainable for property taxpayers, especially seniors and hardworking, lower income families.

SUPPORT DOCUMENTATION

Currently **ONLY ALL CURRENT SALES** are utilized in the calculation of property valuations rather than a time period average or other formulation.

---2018-2019 sales – Custer County Property Taxpayers

310 “GOOD” sales - beginning ratio: **74.2%** - 25% cost manual increase - ending ratio **87.00%** (level of assessment) no ag sales included.

---2019-2020 sales – Custer County Property Taxpayers

343 “GOOD” sales – beginning ratio: 75.0% - increase ranging from 10% -25% in different areas not all the same - ending ratio 85.60%, no ag sales included

---2020-2021 sales - Custer County Property Taxpayers

378 “GOOD” sales beginning ratio: 65.3%, - “changed non-ag land valued to a tiered system rather than per acre” - ending ratio 82.17% (level of assessment), no ag sales included

Increases were substantial ranging from 20% to roughly 200%. The state codified law on the calculation of valuations does not allow for any deviation from the inflated sales currently occurring, the result being a verse to the average property taxpayer at a level that is not sustainable without many property taxpayers losing their property.

County, Municipalities, Townships, Fire Districts, Ambulance District and Road Districts are seeing a reduction in their mill levies with an increase of value which are based on comparative sales. Federal and State Land monies should support mill levy decreases in our counties.

In Custer County, **48% of acreage is exempt from taxation because State or Federal lands** do not pay taxes. 26.3% of State Park visitations in 2021 were at our state flagship, Custer State Park. State Parks compete directly with our local business campgrounds, motels gift shops and restaurants causing local hardship. While there are some payments received from state and federal, dollars received do not cover expenses resulting in a burden on our counties. Custer State Park had 2.3 million visitors and sold 115,021 annual passes and 350,910 temp/daily passes. Currently State Park permitted concessionaire sales are in the millions with nothing paid to the local county. Constitutional laws prohibit state from allowing land taxation or permitted state park concessionaires from paying fees to the host county. We strongly encourage state legislature and our governor to institute change to designate that all host state park counties receive 2% of their daily State Park Entrance fees, 1% of their campground fees, and 2% of their Permitted State Park Concessionaires' gross receipts payable to the host county to offset local property taxes.

Monies currently received from the State Park in Custer County are:

Custer County Sheriff - \$15,000.00 each year (contract 2018, 2019, 2020, 2021, 2022), Search and Rescue Services - \$7559.60 - 2020 year; \$7868.47 – 2021 year, \$7868.47 – 2022, Custer County Road - \$0.00 (2018, 2019, 2020, 2021). Any reimbursement for ambulance and fire departments does not come through the county.

Lottery and Marijuana fess/taxation money – For every dollar collected from marijuana sales, the cost to handle the problems caused by this legalization will burden the South Dakota Property Taxpayers in every county. Costs of these problems are yet to be determined in South Dakota. All fees and taxes for marijuana should be substantial and benefit each county. *For every dollar gained in tax revenue, Coloradans spent \$4.50 to mitigate the effects of legalization*; costs related to the healthcare system and from high school drop-outs are the largest cost contributors. Marijuana use remains more prevalent in the population with less education. Source- November 15, 2018, “Economic and Social Costs of Legalized Marijuana”.

South Dakota Legislators annually set the mill levies for the School General Fund – Local counties have no control over that mill rate. Local school districts may opt out but if they opt out, they will lose state funding. Custer County has approximately 930 students and receives around \$210,000 in state funding. Current formulation results in unfair high taxation of property taxpayers in Custer County. Custer County Property Taxpayers are paying school levy as follows: 6.109 ag, owner-occupied 7.862 and non-owner-occupied/other at 11.265 levy. School levies amount to an average range of 68-71% of the Custer County Tax Valuations or 2/3 of our taxation. This is not sustainable for our local residents!!

---<https://educationaldata.org/public-education-spending-statistics#south-dakota> shows South Dakota Public School Spending as follows [updated August 2, 2021]

South Dakota cost per student is \$10,202. $[10,202 \times 930 = 9,487,860.]$

Custer County is paying \$10,824 per pupil for a cost of \$10,066,320. $[10,824 \times 930]$ Difference = \$578,460.

Federal governments provide SD with \$1415.00 per pupil, State government provides \$3429 per pupil and

Local government provides \$5,358 per pupil.

Custer County taxpayers seek to have changes made in the State School Funding Formula on our mill levies. All schools need to balance their budgets and be accountable to property taxpayers.

County Commissioners Report

Fall River County

January, February, and March 2022

WIC AND NUTRITION:

We have been seeing clients more and more in the office now. The in-person waiver is still active through May of this year and our clients are given the option to have a phone visit. Most of our clients are choosing to come into the office. We are happy to see our clients again and catch up with all the changes they have experienced throughout this pandemic.

The Federal Government has extended the cash value voucher for WIC participants through the end of September. This voucher can be used to purchase fresh or frozen fruits and vegetables. A child's package has been increased from \$9 per month to \$24. A Pregnant woman now received \$43 per month compared to the \$11 that was previously granted. A Breastfeeding woman is now able to purchase \$47 worth of fruits and vegetable monthly which has increased from \$18 per month previously. We have had many participants express their appreciation of the increase.

The recent formula recall on SIMILAC formulas did affect the WIC program as SIMILAC is the current contract formula for WIC. The WIC program has been working closely with the formula companies and grocery stores to make sure that all clients are able to meet their formula needs with alternate formulas during this time. Our office has received an emergency supply of formula that can be distributed to clients if they are unable to find formula in the local stores. As yet we have not needed to dispense any and are please with our local grocery stores and their response to this issue. Our clients have also been understanding and accommodating during this time.

WIC numbers continue to decline across the United States. Federal Government programs which make potential clients no longer qualify due to income are partially responsible. Many children continue to age out of the program as well. The increase in SNAP benefits has also affected our program. We have also seen a decline in our participating pregnant women.

We have attached a letter from the USDA regarding WIC services that was shared from our Director.

We completed an intensive Breastfeeding training. This training consisted of 36 hours and 4 different levels of education. Each level required a test upon completion. Jackie became a DBE (Designated Breastfeeding Expert) in addition to her current CLC (Certified Lactation Counselor) certification. Kristi completed the level 1 training that was designed for all people who work providing WIC services. Levels 2, 3, were designed for Breastfeeding Peer Counselors, Dieticians and Nurses. Level 4 was designed for those who became Designated Breastfeeding Experts.

MATERNAL AND CHILD HEALTH PROGRAM:

The Department of Health has transitioned to an Electronic Health Record. The My Insight program went live on January 31st. This program now contains all of the Public Health services our office

provides. We have been using this system for the past two years in the Family Planning program. Kristi and Jackie had an easier transition than some of the other sites as we were familiar with the program.

IMMUNIZATION PROGRAM:

The influenza season this year has been fairly mild compared to years past. The flu season peaked this year in December, where it usually peaks in February. We continue to have doses of flu vaccine available and will until June 30th.

We have begun to see an increase in our immunization numbers with the increased number of clients who are coming into the office.

HEALTH NUTRITION AND PHYSICAL ACTIVITY PROGRAM:

Syphilis continues to rise in the United States. In South Dakota it has risen 1250% over a 5 year median. In 2016, there were 58 cases of syphilis, in 2020 there were 121 cases, and 897 cases were reported in 2021. These cases were all reported in counties in South Dakota. Minnehaha, Pennington, and Todd counties have the highest Syphilis rates.

Free at home COVID testing kits are available at the County Health Office.

Jackie is facilitating the MAD (Making A Difference) program for the 8th grade class in Edgemont. This is available to our communities through the REACH program and is an abstinence program.



**United States
Department of
Agriculture**

**Food and
Nutrition
Service**

**Mountain Plains
Region**

**1244 Speer Blvd.
Denver, CO
80204-3581**

MPRO-SNP-WC-General

March 7, 2022

Rhonda Buntrock, WIC Director
South Dakota Department of Health
Office of Family and Community Health Services
600 East Capitol Avenue
Pierre, South Dakota 57501-2536

Dear Ms. Buntrock:

I am writing to express my sincere appreciation to you and all Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) staff throughout your Program for unwavering dedication to serving mothers, infants and children during the past two years of pandemic response and most recently the infant formula recall. The WIC Program is vital to improving nutrition security for mothers and young children, ensuring consistent access to safe, nutritious food that supports optimal health and well-being through all stages of life.

WIC State and local agencies across the Mountain Plains Region acted quickly to put WIC infants first and ensure their health and safety in response to the recent infant formula recall. We recognize that this recall comes at a time when you are working under a number of challenges, including the continuing impact of the pandemic, supply chain challenges, and other program issues that have affected your staff personally and professionally. Yet, you and WIC staff at all levels have persisted in your work to respond to these challenges. Over the last few weeks, you and your staff responded to the recall by providing information to affected families and vendors and developing measures to ensure the safety, nutrition security and equitable treatment of WIC families. It is because of your dedication that WIC was able to respond quickly and effectively.

I recognize that this work comes on top of your ongoing efforts and commend you for your commitment to WIC enrollment and retention, helping eligible families to access program benefits and investing additional energy and resources to retain program participants through innovations that meet the needs of today's families. Thank you for your work to maximize the program's proven benefits for this particularly vulnerable population, helping America's youngest children to get a healthy start.

It is a privilege for me to work alongside dedicated professionals like you and all WIC staff, who help provide food, a healthful diet and nutrition education to those who need it most. I thank you for being a nutrition security hero and hope you will share my appreciation widely with WIC staff throughout your program!

Sincerely,

CHERYL KENNEDY
Regional Administrator

AN EQUAL OPPORTUNITY EMPLOYER

Codified Laws

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[PRINTER FRIENDLY](#)

10-3-14. Annual conference of commissioners and director.

The director of equalization shall meet the county commissioners at the office of the county commissioners on the first meeting of April for conference in reference to the performance of the director's duties.

Source: SL 1901, ch 58, § 1; RPolC 1903, § 2086; RC 1919, § 6701; SDC 1939, § 57.0330; SL 1989, ch 82, § 41; SL 2011, ch 47, § 1; SL 2016, ch 55, § 1.