

FALL RIVER COUNTY COMMISSIONERS
COURTHOUSE
906 NORTH RIVER ST
HOT SPRINGS, SOUTH DAKOTA 57747
PHONE: (605) 745-5130 FAX: (605) 745-6835

FALL RIVER BOARD OF COUNTY COMMISSIONERS
Second Floor Courtroom
Thursday, September 7, 2023

8:00 Commission review of bills

9:00 Call Meeting to Order
Pledge of Allegiance
Conflict of Interest Items for Board Members

Action Agenda Items for Consideration:

- *Approve Agenda
- *Approve minutes of County Commissioners – August 17, 2023
- *Approve longevity pay for Lillian Heidebrink, Director of Equalization-\$25.00/month for 2 years of employment, per Union Contract
- *Approve pay raise, 1 yr anniversary for Blaine Wilson (Sheriff Deputy) from \$24.00/hr to \$24.75/hr, per Union Contract, effective August 29, 2023
- *Approve pay raise, 2 yr anniversary for Jay Miles (Heavy Equipment Operator) from \$21.75/hr to \$23.00/hr plus longevity pay of \$25.00/month, per Union Contract, effective September 7, 2023
- *Rescind Motion made during July 20, 2023 meeting regarding travel approval for Randy Seiler, Highway Superintendent, to attend the Local Road Advisory Conference October 18 and 19, 2023 in Sioux Falls; Approve travel for Randy Seiler, Highway Superintendent to attend the Local Road Advisory Conference in Sioux Falls, October 23-25, 2023
- *Surplus to junk Fedders Window Air Conditioner, asset tag #1532 from mail room; Thermal Zone Window Air Conditioner, asset tag #1999, Treasurer's Office; Frigidair Window Air Conditioner, no asset tag #, Treasurer's Office; Building & Maintenance Inventory

- *County assistance, death expense applications

(Move any unfinished business to the end of the meeting if needed)

9:05 Lyle Norton, Sheriff-*Updates

- *Quote for Jail to purchase a Refurbished Hobart Model No. LXEH-2 commercial dishwasher – 1-year warranty, delivery and install, \$6,500.; possible action
- *Request approval for Deputy Brandon Petersen to attend Homicide Investigation & Crime Scene Management Training, Rapid City, September 12-14, 2023, per diem for meals; possible action

9:15 Frank Maynard, Emergency Manager-*Local Emergency Operations Plan: Certificate

- of Adoption/Revision; possible action, authorize Chairman to sign
- *Present 2024 Local Emergency Management Performance Grant (LEMPG) Agreement; authorize Commission Chairman to sign
- *Request travel approval for Frank Maynard, Emergency Manager, Randy Seiler, Highway Superintendent and Dave Weishaupl, Building and Maintenance Supervisor, to attend the Safety Benefits Conference in Pierre, November 1st and 2nd. (a representative from each entity must attend the annual conference to be eligible for any awards); possible action
- *Fall River County's Mitigation Plan; discussion and update regarding Grant application; authorize Chairman to sign
- *Updates

- 9:20 Cole, Tracy and Calvin Romey-*Discussion regarding S. Beef Creek Road
- 9:30 Randy Seiler, Highway Superintendent-*Review Fall River County Master Transportation 2024-2028 Five Year Highway and Bridge Improvement Plan and set hearing for October 5, 2023 at 9:30 am
*Golden West Telecommunications-Permit to occupy highway right-of-way, GW Project Number: ID#T23278
*Updates
- 9:40 Teresa Pullen, Treasurer-*Request hire approval for Janell Reitz as an Administrative Assistant at a rate of \$15.50/hr, with a starting date of September 25, 2023; possible action
*Request to add an additional full-time administrative assistant position; possible action
*Notification on removing the Coke and Pepsi vending machine from the breakroom in the basement due to lack of use/expired products
- 9:50 Lily Heidebrink, Director of Equalization-*Discussion on Office of Hearing Examiners (OHE) EQ-23-022 decision and report
*Quotes for Vanguard with request to purchase additional training time; possible action
*Request to appoint Sam Kipp as Deputy Director of Equalization, with an additional \$.35/hr per Union Contract; possible action
- 9:55 Stacey Martin, GIS Coordinator-*Permission to hire Jon Lovett to assist with address signs at \$14.05/hr, maximum of 18 hours; possible action
- 10:00 Andersen Engineers-*Approval of the following plats:
*Plat of Donnafield Tracts 1 thru 4, all located in the NE1/4NE1/4 Section 32, T7S, R6E, BHM, Fall River County, South Dakota, Formerly Donnafield Tract; possible action
*Plat of Tisdell Tract 1 & Tisdell Tract 2, Black Hills Flyway Subdivision, located in the S1/2NW1/4 and the N1/2SW1/4 Section 8, T8S, R5E, BHM, Formerly Lots 45 thru 48; possible action
*Plat of Lot 34 of Shep's Canyon Estates Subdivision, located in the W1/2SE1/4 of Section 22, T8S, R5E, BHM, Fall River County, South Dakota; possible action
- 10:05 Approve bills & break
- 10:15 Public Comment
- 10:20 Commissioners-*Joe Falkenburg, Commission Chairman, letter to Legislators supporting the sheep industry; authorize the Board and Chairman to sign
- 10:25 Executive Session as per SDCL 1-25-2 (1) personnel, (3) legal and Union Contract negotiations

Adjourn

Agendas are set 24 hours prior to a meeting, any items added at the meeting will be heard for informational purposes only, if any items require action, such action will be deferred to the next meeting.

Fall River County fully subscribes to the Americans with Disabilities Act. If you desire to attend this public meeting and are in need of accommodations, please notify the commissioners' office, (605) 745-5132, 24 hours prior to the meeting so that appropriate services and auxiliary aids are available.

**Add WG Flats, I forwarded email

** change Teresa to 5 minutes

#26) Schwab Treasury 4 Yr:	\$	1,016,016.09
#27) Schwab Treasury 2 Yr:	\$	975,827.34

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:

Hannah Thomas	\$	426.01
Lewis, Harold/ Carole	\$	557.77

TOTAL \$ 11,991,540.68

Dated This 31st Day of July 2023.

/S/ Sue Ganje

Sue Ganje, County Auditor of
of Fall River County

/S/ Tereasa Pullen

Teresa Pullen, County
Treasurer
of Fall River County

County Monies	\$	11,549,659.64
Held for other Entities	\$	99,124.24
Held in Trust	\$	342,756.80
TOTAL	\$	11,991,540.68

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.

Motion made by Russell, seconded by Allen, to rescind the motion regarding travel approval for Dan Cullen, VSO to attend the Annual VSO Conference in Sioux Falls on August 10 and 11, 2023 and approve the travel request for Dan Cullen, VSO to attend the Annual Veteran Service Officer Conference in Sioux Falls September 5 through 7, 2023.

Motion made by Russell, seconded by Cope, to surplus to junk a Thermal Zone Window Air Conditioner from Building Repair and Maintenance inventory.

Motion made by Russell, seconded by Cope, to approve the County to pay the Rural Attorney Program Grant in the amount of \$4,379.76 to Cole J Romey, Associate Attorney at Husted Law Office, as per the contract.

There were no county assistance/death expense applications currently.

Lyle Norton, Sheriff, met with the Board with updates including the following jail count. There are 19 inmates, 14 male and 2 females with 3 being in Pennington County, 2 males and 1 female.

Norton presented the quotes for conducting a feasibility study regarding the jail. Discussion followed. Some questions included; what to do with prisoners in the event of a remodel/rebuild. Allen spoke of a previous study that included how to house prisoners in the interim.

Motion made by Greenough, seconded by Russell, to approve hiring Elevatus in the amount of \$6,000.00 to conduct a feasibility study for the jail.

Norton notified the Board that the recently hired dispatcher had resigned. The Dispatch department is currently needing 3 more employees to be fully staffed.

Motion made by Greenough, seconded by Russell, to approve signing the 2024 Edgemont Law Enforcement Contract.

Frank Maynard, Emergency Manager, met with the Board. Motion made by Greenough, seconded by Allen, to approve Maynard to purchase a Kenwood handheld radio from Rushmore Communication in the amount of approximately \$1,500.00.

Motion made by Cope, seconded by Allen, to approve travel for Gary Baker, assistant EM, to attend the Homeland Security Exercise & Evaluation Program training in Pierre on October 25, 2023.

Motion made by Greenough, seconded by Russell, to approve getting quotes for the Dispatch (911) UPS Backup Battery System from Rushmore Communications. Maynard is to bring the quote back to the Board for further action.

Maynard provided updates to the Board regarding the Local Emergency Operating Plan (LEOP) which is secured in the Auditor's vault, along with the Pre-Disaster Mitigation Plan (PDM) is also secured in the Auditor's vault. He is required to report about them to governing bodies annually.

Maynard reported that he has submitted documents to Safety Benefits for the year. The Safety Benefits Conference and Awards will be November 1 and 2, 2023 in Pierre. He also provided updates to the Board on fires and incidents. He noted that the contract with the seat planes that had been positioned at the Hot Springs Municipal Airport had expired and they were pulled from that post. However, there is 1 seat plane in Alliance, NE that can be dispatched to the area.

Discussion continued about seat planes and, the Oelrichs Volunteer Fire Department assisting with a Signal 2 incident providing traffic control until after dark. Maynard recommended that the fire department purchase a stop sign with a light for safety.

Randy Seiler, Highway Superintendent, met with the Board. Motion made by Russell, seconded by Allen, to approve the permit to occupy County Highway Right-of-Way submitted by Golden West Telecommunications as GW Project # ID# 2582/WO# T23278.

Motion made by Allen, seconded by Russell, to approve the application for approach permit from Angostura Recreation Area/GF&P for a request to construct an approach road connection to the North side of Highland Rd, #71B approximately at 71D & 71 to serve a water access.

Motion made by Russell, seconded by Allen, to approve the application for approach permit from Chris or Cheryl Hageman for a request to construct an approach road connection to the North side of East Oral Rd, #2 approximately at address 14290 to serve a residence.

Motion made by Russell, seconded by Allen, to approve the purchase of a new TrailKing Model TKBD22-43 from Butler Machinery at a cost of \$64,065.44. With Greenough and Cope voting no, all others voting yes, motion carried.

The Board reviewed the additional Minimum Maintenance Road policies that were provided. Discussion was held.

Motion made by Russell, seconded by Allen, to use the portion of Pennington County's Ordinance 14 that defines maintenance levels as follows: Minimum Maintenance and snow removal. Maintenance and snow removal will be as determined by the Highway Department, but generally aggregate surfaces will be maintained once or twice a year. Mowing will be conducted only as required for efficient maintenance and proper drainage to occur at least 1 time per year. With Greenough voting no, all others voting yes, motion carried.

Motion made by Russell, seconded by Allen, to accept the low and only bid of \$3.74/gallon of 8,000 gallons of #2 diesel fuel from Nelson's Oil and Gas.

Seiler updated the Board that the department has been blading roads; there are 2 broken mowers that should be operational within the next week. Greenough spoke to Seiler that he doesn't think that the gravel provided by Simons meets specifications.

Lily Heidebrink, Director of Equalization, met with the Board. Motion made by Greenough, seconded by Allen, to approve the abatement of \$1,979.37 for AY 22/Pay 23 2nd ½ taxes and to refund the Southern Hills Evangelical Free Church \$1,319.58 for partial overpayment of AY 22/Pay 23 1st ½ taxes, totaling \$3,298.95. Parcel #755000320000400.

Motion made by Allen, seconded by Russell, to approve travel and to include overnight accommodations for Heidebrink to attend the SDAAO Sales Ratio School in Rapid City September 18-22, 2023. With Greenough and Cope voting no, all others voting yes, motion carried.

Motion made by Allen, seconded by Russell, to approve travel for Sam Kipp and Jonathan Harris, both Assessors in Training, to attend the required SDAAO Basics Course in Pierre October 2-6, 2023.

Joe Falkenburg, Board Chairman, referenced the article that was provided in the Commissioner's packets about property taxes in Wyoming. He noted that it was similar to recent proposals in South Dakota. Falkenburg referenced the Opposition of using Eminent Domain for Carbon Capture Pipeline letter from Bon Homme County that was presented at the last meeting. The County drafted a similar letter that was signed by all Commissioners and sent to the following: Governor Kristi Noem, Lieutenant Governor Larry Rhoden, Attorney General Marty Jackley, South Dakota Association of County Commissioners, County Commissioners of affected counties; Beadle, Brookings, Brown, Clark, Codington, Edmunds, Hamlin, Hand, Hyde, Kingsbury, Lake, Lincoln, McCook, Miner, McPherson, Minnehaha, Moody Spink, Sully and

Turner. Lastly, Falkenburg addressed the article in the Commissioners packets regarding emissions regulations that are not approved by Congress, but by decree.

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

GENERAL FUND		
ALEX AIR APPARATUS 2, LLC	AIR APPARATUS COMPRE	\$26,499.00
CURA HOSPITALITY	INMATE MEALS	\$12,333.00
A-Z SHREDDING INC	SHREDDING	\$57.10
BLACK HILLS CHEMICAL	SUPPLY	\$288.62
CAMERON, GEORGE	COURT REPORTER	\$72.03
CENTRALSQUARE	ZUERCHER/LAW ENFOREM	\$19,251.31
CENTURY BUSINESS LEASING	COPIER LEASE & USAGE	\$379.87
CENTURY BUSINESS LEASING	COPIER LEASE & METER	\$1,055.65
CHEYENNE SANITATION	SANITATION COLLECTIO	\$376.73
CONSOLIDATED ELECTRICAL	SEMI-ANNUAL GENERATO	\$844.70
CORRECT RX PHARMACY SERV.	INMATE PHARMACY	\$43.84
CULLIGAN SOFT WATER	RENTAL/SUPPLY	\$223.50
EXECUTIVE MGMT FINANCE	BIT NETWORK FEES	\$52.75
FALL RIVER AUTO SUPPLY	SUPPLY	\$146.88
FALL RIVER COUNTY HERALD	PUBLICATION	\$26.40
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$6,376.68
GOLDEN WEST	PHONE BILL/LONG DIST	\$2,185.60
GRANT WRITING USA	GRANT WRITING MANAGE	\$990.00
HARRIS, JONATHAN	TRAVEL REIMBURSEMENT	\$94.00
HAYES, SUSIE	REISSUE OUTSTANDING	\$148.36
HEIDEBRINK, LILY	TRAVEL REIMBURSEMENT	\$94.00
HOT SPRINGS ACE HARDWARE	SUPPLY	\$118.41
CITY OF HOT SPRINGS	CITY WATER BILL	\$894.41
HUSTEAD LAW OFFICE, P.C.	CAAF/MAG/MI	\$3,065.99
QUADIENT LEASING USA, INC	POSTAGE MACHINE LEAS	\$760.80
MARCO	COPIER LEASE	\$213.14
MARTY'S TIRE & AUTO BODY	REPAIR/SERVICE	\$3,152.00
MASSA DENTAL OFFICES PC	INMATE MEDICAL	\$34.00
MASTEL, BRUCE	DATABASE SETUP & MON	\$35.00
MAVERICK TIRE & AUTO	SERVICE	\$70.96
MCGLUMPHY, ERIN	TRAVEL REIMBURSEMENT	\$529.09
MICROFILM IMAGING SYSTEMS	SCANNING EQUIP LEASE	\$140.00
QUADIENT FINANCE USA, INC	POSTAGE	\$1,818.42
NEWMAN SIGNS INC.	SIGNAGE	\$2,066.87
ONSITE FIRST AID, LLC	FIRST AID	\$73.90
PENN CO STS ATTNY OFFICE	QMHP/MI	\$215.00
PENNINGTON COUNTY JAIL	INMATE HOUSING PENNI	\$5,130.00
PENNINGTON COUNTY JAIL	TRANSPORT	\$501.12
QUILL CORPORATION	SUPPLIES	\$103.76
RAPID ROOTER	SERVICE	\$510.00

RUSHMORE COMMUNICATIONS	SERVICE	\$345.00
SAFETY BENEFITS INC	2023 ANNUAL SAFETY C	\$75.00
SD DEPARTMENT OF HEALTH	BLOOD DRAW ANALYSIS	\$685.00
SD DEPT OF REVENUE	AUTO/MI STATE REMITT	\$60.00
SDAAO	2023 ANNUAL ASSESSOR	\$350.00
SDVSOA	CONFERENCE REGISTRAT	\$50.00
SERVALL	RUGS AND MATS SERVIC	\$411.05
SIG SAUER INC.	EQUIPMENT	\$1,498.00
SOFTWARE SERVICES INC	SOFTWARE SERVICES	\$1,100.00
SONNY'S SUPER FOODS	SUPPLY	\$35.64
STEVENS AUTOMOTIVE	SERVICE	\$875.20
HASKVITZ, LAREE	BLOOD DRAW	\$300.00
TRUGREEN COMMERCIAL	SERVICE	\$47.23
VANGUARD APPRAISALS INC	SERVICE CONTRACT	\$175.00
WESTERN SD JUV SERV CTR	JUVENILE SERVICES	\$1,800.00
ROMEY, COLE	RURAL ATTORNEY PROGR	\$4,379.76
FRESHOUR, BETHANY	REFUND	\$99.40
OLOVICH, GEORGE	REISSUE CHECK#76022	\$343.85
	TOTAL FOR GENERAL FUND	\$103,603.02
COUNTY ROAD & BRIDGE		
CHEYENNE SANITATION	SANITATION COLLECTIO	\$79.00
FLOYD'S TRUCK CENTER	PARTS	\$734.82
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$8.25
GOLDEN WEST	PHONE BILL/LONG DIST	\$256.61
GRANT WRITING USA	GRANT WRITING MANAGE	\$495.00
HOT SPRINGS ACE HARDWARE	SUPPLY	\$33.97
CITY OF HOT SPRINGS	CITY WATER BILL	\$41.45
NELSONS OIL & GAS INC.	UTILITY	\$62,833.38
SAFETY BENEFITS INC	2023 ANNUAL SAFETY C	\$75.00
SD DEPT OF TRANSPORTATION	CHILSON BRIDGE PROJE	\$504,330.87
	TOTAL FOR COUNTY ROAD AND BRIDGE	\$568,888.35
911 SURCHARGE REIMBURSEMENT		
CENTURY BUSINESS LEASING	COPIER LEASE & METER	\$128.95
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$8.25
GOLDEN WEST	PHONE BILL/LONG DIST	\$850.64
ONSITE FIRST AID, LLC	FIRST AID	\$36.95
QUINTANA, VERONICA	UNIFORM ALLOWANCE	\$164.73
RAPID CITY MEDICAL CENTER	PRE-EMPLOYMENT PHYSI	\$172.00
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	\$1,361.52
EMERGENCY MANAGEMENT		
COMPUTER REPAIR W/THERAPY	NEW COMPUTER	\$1,409.99
CONSOLIDATED ELECTRICAL	SEMI-ANNUAL GENERATO	\$250.00

GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$16.50
GOLDEN WEST	PHONE BILL/LONG DIST	\$179.80
HOT SPRINGS ACE HARDWARE	SUPPLY	\$54.85
LYNNS DAKOTAMART	SUPPLY	\$14.00
MARCO	COPIER LEASE	\$106.56
QUADIENT FINANCE USA, INC	POSTAGE	\$4.75
SAFETY BENEFITS INC	2023 ANNUAL SAFETY C	\$75.00
	TOTAL FOR EMERGENCY MANAGEMENT	\$2,111.45
COURTHOUSE BUILDING FUND		
HARVEY'S LOCK & SECURITY	PART	\$107.09
HOT SPRINGS ACE HARDWARE	SUPPLY	\$71.58
WILSON ELECTRIC	SERVICE	\$678.55
	TOTAL FOR COURTHOUSE BUILDING FUND	\$857.22
	TOTAL PAID BETWEEN 8-4 & 8-17, 2023	\$676,821.56

Break was taken at 9:53 am.

Meeting resumed at 10:04 am. Public comment was heard from Heath Greenough. He reported that he had spoken with Amy Ferley, Edgemont School Superintendent, about the new heavy equipment simulators at the Edgemont School. He stated that Barker Concrete was going to utilize them for heavy equipment training and recommended the County Highway Department do the same. Cope and Seiler reported that they had visited the Solar Farm stating that their full capacity is 100 megawatts, but 80 megawatts is what they are permitted to do. They had been told that the damaged panels get sent to Utah. They also noted that the fence that was built around the substation was constructed with wood posts and sheep wire instead of chain link that was the original type of fence the Solar Farm had indicated. It is their intention to put 300-400 head of sheep around the Solar Farm. Lastly, they stated that, in 30 years, everything will be put back to the way it was.

Stacey Martin, GIS Coordinator, met with the Board. Motion made by Allen, seconded by Cope, to approve quote and payment to Newman Signs, Inc. in the amount of \$4,673.08 for the 911 address sign replacement project.

Dustin Ross, Andersen Engineers, called prior to the meeting to withdraw the proposed Shep's Canyon Plat that was on the agenda.

Sue Ganje, Auditor, met with the Board to present taxes to be levied, noting the allowable CPI and growth, and presented a Provisional Budget for their consideration. Falkenburg questioned why the Sheriff budget was up so much. Norton noted that they are hoping to purchase 2 new vehicles per year, that he had hired an 8th Deputy and that the recent wage increases were not included in the 2023 budget.

Motion made by Russell, seconded by Allen, to table the approval of the Provisional Budget until after executive session.

Motion made by Greenough, seconded by Cope, to go into executive session to discuss personnel at 10:41 am as per SDCL 1-25-2(1) personnel, and SDCL 1-25-2(3) legal.

The Board came out of executive session at 11:12 am

Motion made by Greenough, seconded by Allen, to take the approval of the Provisional Budget off the table.

Motion made by Russell, seconded by Allen, to approve the 2024 Provisional Budget.

Chairman Falkenburg declared the Board to be in recess at 11:13 am and will be back in session at 1:00 pm.

Chairman Falkenburg declared the Board back in session at 1:06 pm.

Motion made by Cope, seconded by Greenough, to go into executive session as per SDCL 1-25-2(1) personnel, at 1:06 pm.

The Board came out of executive session at 2:00 pm.

Motion made by Allen, seconded by Russell, to accept Carlo Gibson's resignation, effective immediately.

Motion made by Greenough, seconded by Russell, to adjourn at 2:02 pm.

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

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

A Public Hearing regarding the distribution of Fall River County's 2024 PILT monies was held at 9:10 am. A representative from Edgemont School District 23-1 and the Hot Springs School District 23-2 were present. The representatives in attendance expressed appreciation for the funds they received in the past and continued appreciation on keeping the percentages of distribution the same as in 2022.

Motion made by Cope, seconded by Greenough, to keep the 2024 PILT distribution the same as 2023's distribution as follows: Schools to receive 10% of the total amount received (distributed by federal acres in each school district) and to allow distribution of 50% of the allocation (after the school portion) to the Township, Ambulance and Fire Districts.

Frank Maynard, Emergency Manager, met with the Board.

Motion made by Greenough, seconded by Allen, to approve authorizing the Chairman to sign the LEMPG single signature form for the 3rd quarter.

Maynard updated the Board regarding the audit notes referencing the balance of funds for the POD Grant. The SD Department of Health provided an email noting that it is now closed, and no further action is required. Maynard and Baker attended the annual Rally meeting and noted that they are expecting the number of attendees to be around the same as last year. Maynard then provided reports of fires and incidents within the County.

Brett Blessing, Highway Foreman, met with the Board to provide updates and discuss the traffic counts on County roads that had been conducted in March, April and May. It was noted that those counts would probably be higher if they had been collected in Summer months. Greenough commented that the average speed on Shep's Canyon Rd was higher than the actual speed limit of 35 mph and would like to see more law enforcement presence on that road. The Board reviewed Butte County's Minimum Maintenance Road Policy and will review it further at the next meeting on August 3, 2023. The Board will also make a motion at the next meeting to set a hearing for Minimum Maintenance Roads on August 17 and September 7, 2023.

Motion made by Russell, seconded by Allen, to approve travel for Randy Seiler, Highway Superintendent, to attend the Local Road Advisory Conference on October 18th and 19th, 2023 in Sioux Falls.

A Public Hearing for an On/Off Sale Malt Beverage & SD Farm Wine License and an On/Off Sale Wine and Cider License for Rodeo Grounds, located at 27631 Hwy 79, Hot Springs, SD was held.

Motion made by Allen, seconded by Russell, to approve an On/Off Sale Malt Beverage & SD Farm Wine License and the On/Off Sale Wine and Cider License for Rodeo Grounds, located at 27631 Hwy 79, Hot Springs, SD.

Melissa Stearns met with the Board to present a plat for Commission approval.

Motion made by Russell, seconded by Cope, to approve the Plat of Plum Creek Addition, located in the S1/2SW1/4 of Section 4, Twp 10S, Rng 3E, BHM, Fall River County, South Dakota



Auditor Office <aud@frcounty.org>

Fwd: FW: Local Roads Conference - Registration Open!

1 message

Bobbie Janis <auditor.assistant@frcounty.org>
To: Crissy Fall River Hwy Dept Office <hwy@frcounty.org>

Mon, Aug 28, 2023 at 1:40 PM

Do you need approval on the Agenda for this? And are you signing up or is Julie?

Bobbie J Janis

Auditor Administrative Assistant

FALL RIVER & OGLALA LAKOTA COUNTIES

906 N River Street

Hot Springs, SD 57747

(605) 745-5130

----- Forwarded message -----

From: **Kristie Jacobsen** <kris@sdcountycommissioners.org>

Date: Mon, Aug 28, 2023 at 1:27 PM

Subject: FW: Local Roads Conference - Registration Open!

To: Aaron Eberle (auditor.assistant@frcounty.org) <auditor.assistant@frcounty.org>, Bruce Outka <boutka@lawrence.sd.us>, Erica Coughlin <Erica.Coughlin@browncounty.sd.gov>, Gary Vetter <gary@co.yankton.sd.us>, Grant Commission Asst <karen.layher@grantcountysd.us>, Holli Hennies <hollih@co.pennington.sd.us>, Hughes County Manager <Lori.Jacobson@co.hughes.sd.us>, Joan Martin-Pennington County <joan.martin@pennco.org>, Megan Kwilinski-Hughes <megan.kwilinski@co.hughes.sd.us>, Moody Commission Asst <martys@moodycounty.net>, Rhea Crane <r crane@meadecounty.org>, Shelli Gust - Lake County <shelligust@lake.sd.gov> <shelligust@lake.sd.gov>, Stacy Steffensen <ssteffensen@brookingscountysd.gov>, Steve Rasmussen-Lincoln County <sras mussen@lincolncountysd.org>, Sue Ganje - Fall River & Oglala Lakota Counties <sue.ganje@state.sd.us> <sue.ganje@state.sd.us>, Tom Greco <tgreco@minnehahacounty.gov>, Tyler Klatt-Minnehaha Comm Asst. <tklatt@minnehahacounty.org>

Please share with any interested parties.

Thank you,

Kris Jacobsen

Executive Director

South Dakota Association of County Commissioners

South Dakota Association of County Officials

211 E Prospect Avenue

Pierre, SD 57501

Cell: (605) 295-0713



County Convention

September 12-13, 2023

Sioux Falls Ramkota Hotel

From: Kristie Jacobsen
Sent: Monday, August 28, 2023 2:25 PM
Subject: Local Roads Conference - Registration Open!

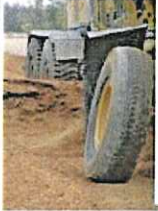
From: Vavra, Gregory <gregory.vavra@sdstate.edu>
Sent: Monday, August 28, 2023 2:18 PM
Subject: FW: Local Roads Conference - Registration Open!

If you are a part of an organization who has members who may benefit from this conference, please pass this along to them.

Thank you, SDLTAP

From: South Dakota LTAP <sdltap+sdstate.edu@ccsend.com>
Sent: Monday, August 28, 2023 12:55 PM
To: Vavra, Gregory <gregory.vavra@sdstate.edu>
Subject: Local Roads Conference - Registration Open!

Visit our website



South Dakota
LTAP
Local Transportation Assistance Program



Registration Today
<https://tinyurl.com/4w8s3f2h>



38th ANNUAL
**LOCAL ROAD
CONFERENCE**

October 23-25, 2023
Denny Sanford Premier Center
Sioux Falls, South Dakota

CLICK HERE TO REGISTER

This conference is a valuable investment for your entity. It is the most affordable local road conference in the nation providing an opportunity to learn and share ideas about building and maintaining safe, local roadways. The conference will showcase approximately 80 vendors/exhibitors. The target audience is highway superintendents/county engineers, municipal street managers, equipment operators, consulting engineers and elected officials.

Hotel: Please use this website to book your hotel, but if you call use the name: *North Central Regional Local Road Conference* . Booking accommodations at the Sheraton Sioux Falls Hotel and Convention Center reservation link - [Book your group rate for Regional Local Road Conference](#). Reservations will close on September 25 or if all rooms have been reserved.

[DRAFT Conference Agenda- Click HERE](#)

Conference fee is **\$125.00 per person**.

Conference registration fees for the first time attendees (5 for SD) are free to attend the conference. Hotel room and any food not provided will be the responsibility of the the attendee. Please contact Trudy Anderson if you are a first time attendee.

Additional hotels near the Sheraton Event Conference Center:

- Holiday Inn - 605-331-2040
- ClubHouse Hotel & Suites, 605-361-8700
- Holiday Inn City Centre- 605-339-2000

Contact us @ 1-800-422-0129 or SDLTAP@sdstate.edu

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South Dakota Local Transportation Assistance Program | SCEH 312 Box 2219, Brookings, SD
57006

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*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: September 7, 2023

Subj: Commission Update:

1. **Local Emergency Operations Plan:** Request approval to have the Chairman sign the Certificate of Adoption/Revision. The plan was completed in 2017 and due to additional required elements, the plan has been revised to reflect the changes. (Attached)
2. **Travel Approval:** I am requesting travel approval for Frank Maynard, Randy Seiler and Dave Weishaupt to attend the Safety Benefits Conference in Pierre on November 1st and 2nd. A representative from each entity must attend the annual conference to be eligible for any awards.
3. **2024 LEMPG Contract:** I have reviewed the 2024 LEMPG contract and if the Commission agrees, I recommend the Chairman sign the 2024 LEMPG contract.
4. **LEMPG Reimbursement:** The county will be receiving \$32,628.88 for the first three quarters of FY 2023. The fourth quarter payment (approximately 10,000 to 12,000) will be received in late October or November.
5. **Mitigation Plan Update:** I am requesting approval to apply for a grant to update the Mitigation Plan. The plan expires in 2025 but the application process can take up to one year to get approval and that would allow one year to complete the update and get it approved by FEMA. This is a required plan to allow the county to receive disaster funding. The approximate cost would be \$14,000.
6. **Dispatch UPS Battery System:** As of Friday 9/1/2023 I have not received the quote.
7. **Fires & Incidents:**
 - a. 8/17/2023: Sig. 2, Hwy 71 & 471.: Fall River Sheriff, Edgemont Ambulance, Ardmore Fire and SD Highway Patrol.
 - b. 8/19/2023: Tractor Fire: Shirk Creek Rd.: Oelrichs Fire.
 - c. 8/20/2023: Sig. 1 Accident: University & S. River St., Hot Springs: Hot Springs Police, Fall River Sheriff, Hot Springs Fire, and Hot Springs Ambulance.
 - d. 8/22/2023: Hay Bale Fire: Hwy 471: Edgemont Fire, Ardmore Fire and Fall River Sheriff.
 - e. 8/30/2023: Fire: Edgemont Landfill: Edgemont Fire`

A handwritten signature in blue ink that reads 'Franklin W. Maynard'.

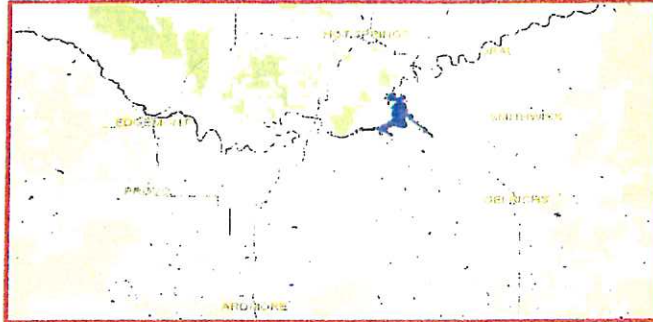
*Franklin W. Maynard, CEM, CFM
Emergency Manager*

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

FALL RIVER COUNTY EMERGENCY OPERATIONS PLAN

Chapter #1 Plan Introduction

1.1 Certificate of Adoption/Revision



CERTIFICATE OF ADOPTION/REVISION

The Fall River County Board of Commissioners in regular assembly on _____,
_____, 2023, Hereby approve this document as the official
Emergency Operations Plan, superseding all preceding documents, for Fall River County,
South Dakota

Chairman, Fall River County Board of
Commissioners

Date

ATTESTED

Fall River County Auditor

Date

Fall River County Emergency Manager

Date

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2024 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

**Sub-Recipient Agreement
Between**

Southwest District Commission
906 N River St
Hot Springs, SD 57747-1309

State of South Dakota
Department of Public Safety
Office of Emergency Management
221 South Central Avenue
Pierre SD 57501

Referred to as Sub-Recipient

Referred to as State

The State and Sub-Recipient hereby enter into this agreement (the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

D. AUTHORIZED SIGNATURES

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

Sub-Recipient Signature - County Commission Chairperson

Date

State - South Dakota Office of Emergency Management

Date

em@frcounty.org

From: Miller, Allan <Allan.Miller@state.sd.us>
Sent: Tuesday, August 29, 2023 7:25 AM
To: Frank Maynard (em@frcounty.org)
Cc: Petersen, Brandy
Subject: 2023 LEMPG Reimbursement Payment

Frank, under the 2023 Local Emergency Management Performance Grant, a reimbursement request has been submitted to the State Auditor for your county in the amount of \$32,628.88 covering the first three quarters of the year. Please allow 30 days for processing. If you have any questions regarding this payment, please contact your Regional Coordinator.

Thanks, Allan

Allan Miller, MEP

Response Branch Team Leader
South Dakota Dept. of Public Safety | Office of Emergency Management
Office: 605.995.8990
Email: allan.miller@state.sd.us



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FW: [EXT] Mitigation Plan Update - BRIC app

em@frcounty.org <em@frcounty.org>

Wed 8/30/2023 3:49 PM

To:Ganje, Sue <Sue.Ganje@state.sd.us>

From: Kailey Snyder <ksnyder@wrbsc.com>

Sent: Wednesday, August 30, 2023 11:46 AM

To: em@frcounty.org

Subject: Mitigation Plan Update - BRIC app

Frank,

Fall River County's Mitigation Plan will expire in 2025. The next funding opportunity to apply for funds to update the County's plan is December 1, 2023. Please let us know if you'd like to apply for funding. It can take OEM and FEMA several months (sometimes more than a year) to award the funding. With this in mind, it would be prudent for the County to move forward with an application for the upcoming deadline. I can assist you with the funding application. As a reminder, the application will cover 75% of the cost of the plan update, and the remaining 25% is collected in in-kind through the stakeholder meetings and County participation in the plan. Therefore, there is no need to budget for costs in 2025 for this work to be completed by BHCLG.

In addition to the mitigation plan, we have been working with other counties to incorporate their Community Wildfire Protection Plan update into the mitigation plan. Most of the counties in the area have plans 10 years old or older. This incorporation into the mitigation plan would ensure these plans are updated every five years along with the mitigation plan and would be part of this funding opportunity.

If Fall River County would like our assistance in with updating the plan, we typically plan for a 12-month timeline to complete the update and get FEMA's approval for final adoption of the plan. Additionally, both the process for applying for funding and the requirements of the mitigation plan have changed since your last update. If you'd like me to come talk to the Commission about the process and specifics of the mitigation plan update, please let me know and I will make sure to get on the agenda.

Thanks for your attention to this matter, we look forward to hearing from you!

~Kailey

Kailey Snyder

Community Development/Resiliency Specialist

Black Hills Council of Local Governments

730 E Watertown Street | Rapid City, SD 57701

P: 605-721-6135 | E: ksnyder@wrbsc.com



August 18, 2023

Southwest District Commission
906 N River St
Hot Springs, SD 57747-1309

Dear Southwest District Commission,

The South Dakota Office of Emergency Management operates a grant program that provides financial support to counties emergency management program. This program is called the Local Emergency Management Performance Grant (LEMPG). It is a grant program that has its lineage from the FEMA's Emergency Management Performance Grant (EMPG); thus, there are federal grant requirements.

We are sending this grant package to all 66 counties in the state. Counties may participate in the grant annually or decide not to participate in the grant.

The LEMPG provides a single funding and reporting instrument for the accomplishment of activities and products. The Agreement acknowledges the LEMPG applies to preparedness for natural and man-made disasters.


The 2024 Local Emergency Management Performance Grant Sub-Recipient Agreement is comprised of the main agreement and four exhibits; Exhibit A which describes the grant, Exhibit B which describes terms and conditions that apply to the grant, Exhibit C which identifies work topic areas under the LEMPG, and Exhibit D the Administrative Manual which provides administrative instructions and definitions. The main agreement includes Section 25 which identifies general requirements which must be completed by the end of the contract. Exhibit B is derived from Federal requirements of FEMA's Emergency Management Performance Grant (the grant the LEMPG funds are awarded from). Entities receiving funds from this grant must abide by all Terms and Conditions outlined in this Exhibit. Exhibit C identifies topic areas that all reimbursed positions must participate in, and which should be reported monthly and submitted quarterly.

If your county wishes to participate in the 2024 LEMPG program, please sign the 2024 Local Emergency Management Performance Grant Agreement and return the signed signature to your assigned Regional Coordinator by September 30, 2023. If you do not wish to participate, please have your emergency manager contact their Regional Coordinator by email so we have verification from you. We will notify you when we receive our EMPG award in the spring/summer of 2024 and are able to provide reimbursement payments.

Note to the County Auditor:

The SLA grant is provided to counties to pay for 50% of the emergency management director's salary and benefits accrued as a result of maintaining the office of the director. This is an ongoing grant with a Catalog of Federal Domestic Assistance number of 97.042. This grant and any other associated with the South Dakota Office of Emergency Management is to be accounted for within fund 226.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tina A. Titze".

TINA A. TITZE
Director

cc: County Auditor (letter only)
Emergency Manager (electronic copy)

Attachments: 2024 LEMPG Grant Package

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2024 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

**Sub-Recipient Agreement
Between**

Southwest District Commission
906 N River St
Hot Springs, SD 57747-1309

State of South Dakota
Department of Public Safety
Office of Emergency Management
221 South Central Avenue
Pierre SD 57501

Referred to as Sub-Recipient

Referred to as State

The State and Sub-Recipient hereby enter into this 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) is included in Exhibit A and is incorporated herein. In the event of a change in the award or funding source, the information 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 indicated in Exhibit A.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

The Sub-Recipient will undertake, complete, and report as necessary to their Regional Coordinator the work or performance as described in Section 25, General Requirements, of this agreement. 100% of all activities identified in this contract must be completed. The Sub-Recipient must report on a quarterly basis, all activities performed in Exhibit C.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of county emergency management program support referred to as the Local Emergency Management Performance Grant (LEMPG). As a condition of this award, you are required to contribute a cost match of non-Federal funds in the amount of 50% of salary, benefits, and required training costs. Counties with population under 19,000 will be eligible to be reimbursed up to 50% for one emergency manager. Counties with population over 19,000 will be eligible to be reimbursed up to 50% for two emergency managers. This reimbursement is by position, not FTE equivalent. Counties with a population over 100,000 will be reimbursed up to 50% for three employees as long as all three have an active role in completing LEMPG requirements. Additional information is detailed in Exhibit A.

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. The closeout of this agreement does not affect the State's responsibility to monitor beyond the performance period end date. 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. Records for real property and equipment must be retained for 3 years after final disposition.

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 – 2CFR 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 publically 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:

For purposes of this agreement, grant closeout will commence with the submittal of the 4th Quarter report by the sub-recipient. Program staff will review this final report, verify that all conditions and work items have been completed, and submit final monitoring information in the Work Plan Matrix. Final payment will only be processed if all conditions of this grant are completed. Receipt of final payment by the sub-recipient will constitute closeout of this agreement.

B. STANDARD CLAUSES

10. ASSURANCE REQUIREMENTS:

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; and 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; and any additional provisions found in Exhibit B.

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. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. 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. Sub-Recipient may only terminate this Agreement if no grant funds under this Agreement have been expended. If this Agreement is terminated for any reason and the project is only partially complete, the Sub-Recipient may be required to repay all grant funds paid under this Agreement to the State.

13. FUNDING:

This Sub-Recipient 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 the law or federal funds reduction, this Agreement will be 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.

14. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned, nor the funds given to a new or additional subrecipient, without the express written consent of the State. This agreement may not be amended except in writing, which writing shall be expressly identified as part hereof, and be signed by an authorized representative of each of the parties hereto. Any assignees, subrecipients, or successors in interest must agree to be bound by all terms contained within this agreement and shall be bound hereby to all these terms.

15. CONTROLLING LAW:

This Sub-Recipient Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, exclusive of its choice of law principals. Federal law, administrative rules, and grant guidelines control the use and administration of federal grants. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

16. SUPERCESSION:

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.

17. SEVERABILITY:

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.

18. NOTICE:

Any notice or other communication required under this Agreement shall be in writing.

19. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient may use contractors to perform work under this Agreement as set forth in Section C. The Sub-Recipient may not sub-grant funds under this Agreement without the previous written approval of the State.

The Sub-Recipient will include provisions in its contracts for this project (or sub-grants if approved) requiring its contractors and 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 contractors, 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 contractors and/or sub-recipients. The Sub-Recipient is required to assist in this process as needed.

20. STATE'S RIGHT TO REJECT:

The State reserves the right to reject any person or entity from performing the work or services under this Agreement.

21. CONFLICT OF INTEREST:

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.

22. TERMS:

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. Termination of this Agreement for any reason by either party does not relieve the Sub-Recipient of its responsibilities under this Agreement as to funds already paid.

The indemnification provision of this Agreement survives termination. If the Sub-Recipient identifies that it may not be able to complete a Workplan item or other requirement contained herein within the timelines of this Agreement, the Sub-Recipient may submit a written request for an extension prior to the deadline. If no request for an extension is received prior to the deadline, and the Workplan item or other requirement is not completed, all funds awarded under this Agreement for that quarter will automatically de-obligate and be available to other sub-recipients. The term of this Agreement does not include processing time allowed for final bills, but all work must be completed within the term unless an extension is requested and approved in writing.

23. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals is 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.

C. AGENCY OR GRANT SPECIFIC CLAUSES

24. LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT (LEMPG) PURPOSE:

The South Dakota Office of Emergency Management (SDOEM) LEMPG provides a single funding, operating, and reporting instrument for the accomplishment of agreed upon activities and products under the included performance activities to justify local funding assistance. The Agreement, in particular, acknowledges that Preparedness, Mitigation, Response, and Recovery activities apply to and are required for natural, manmade, and technological disasters in South Dakota.

25. GENERAL REQUIREMENTS:

All LEMPG reimbursed emergency management worker positions must participate, take part in, and complete all items listed in this section:

ADMINISTRATION

- Submit a quarterly financial report in WebEOC no later than 30 days after the end of each quarter.
- Document all activities performed by your jurisdiction as they relate to the five areas of Administration, Preparedness, Mitigation, Response, and Recovery that are above and beyond the other items listed in Section 25. Reporting of all activities encompassed by these areas on the Workplan Reporting form should be completed monthly and shall be submitted quarterly (due 30 days after the end of each quarter).

- Complete the NIMS spreadsheet by July 1.
- Meet with your Regional Coordinator quarterly.
- Complete surveys, assessments, other grant requirements, etc. as requested by the State.
- Serve as the County Point of Contact for purposes of equipment monitoring for the EMPG and Homeland Security Grant programs conducted by DPS.
- Provide the State with working email, work phone, cell phone, and home contact information for the county emergency manager and an alternate contact.
- Complete the Local Capabilities Assessment for Readiness (LCAR) with your Regional Coordinator by December 31st.

Training

- New county emergency management staff: If you are a new county emergency management staff member (this Federal Fiscal Year (FFY) will be your first full year as an emergency management staff member), the following classes must be completed by the end of the FFY (note that IS classes can be taken online):
 - Complete the following Incident Command System courses:
 - IS-100, IS-200, ICS-300, IS-700, and IS-800. (To be completed within 12 months of hire.)
 - Complete Incident Command System courses ICS-400. (To be completed within 24 months of hire.)
 - Complete the EM 101 & EM 102 course. (To be completed within 12 months of hire.)
- The following courses are required. within 2 years of hire. (Note that IS classes can be completed online.)
 - Complete the FEMA Professional Development Series (PDS) or the National Emergency Management Basic Academy and upload a copy of your Emergency Management Institute (EMI) certificate in WebEOC. Report completion to your Regional Coordinator. (To be completed within 24 months of hire.)
 - Complete the EM 103 course. (To be completed within 24 months of hire.)
 - Complete the Homeland Security Exercise and Evaluation Program (HSEEP) course and upload documentation of completion in WebEOC. Report completion to your Regional Coordinator. (To be completed within 24 months of hire.)
- The following courses are required within 6 years of hire. (Note that IS classes can be completed online.)
 - Complete the FEMA Advanced Professional Series (APS) and upload a copy of your EMI certificate in WebEOC. Report completion to your Regional Coordinator. (To be completed within 6 years of hire.)
- The following is required for all county emergency management staff annually.
 - Complete a minimum of one OEM sponsored or training officer approved classroom training course for continuing education. Upload a copy of your certificate in WebEOC. Report completion to your Regional Coordinator. (To be completed by end of performance period)

PREPAREDNESS

Planning

- Conduct an annual Local Emergency Operations Plan (LEOP) review with stakeholders and county commissioners so it is comprehensive and current. As part of this review, compare your current LEOP with the updated LEOP template and identify sections/annexes that should be added or updated. Consider adding and updating those sections as part of your annual review. Also review and update shelters and Disaster Response and Recovery (DRRI) facilities for your jurisdiction. These facilities and their capabilities should be an attachment to your Mass Care Annex. Documentation of the attendees of the meeting will be reported to the Regional Coordinator and uploaded in WebEOC following the meeting. Upload a new electronic copy of the LEOP to your County Plans board in WebEOC.
- Attend the in-person or virtual refresher COOP Planning Software workshop if you are currently utilizing or plan to utilize this state provided software.

Resource Management & Logistics

- Update jurisdictional resource inventory within the Comprehensive Resource Management & Credentialing system (CRMCS) and ensure resources conform to Homeland Security resource typing and naming standards. This update requires county owned equipment to be updated. Other response resources owned by municipalities and other response organizations is highly recommended to include in this update.

- Credential emergency response personnel in your jurisdiction using the Comprehensive Resource Management & Credentialing system (CRMCS). This update requires county employed personnel to be updated. Other emergency responders employed by municipalities and other response organizations is highly recommended to include in this update.
- Attend a Salamander refresher/update workshop during the LEMPG year.

Operational Coordination

- Identify and maintain primary and alternate EOC facilities. Evaluate the facilities capabilities to make planned improvements as possible.
- Maintain an EOC regional staffing capability thru mutual aid personnel resources from within your region. This capability is required to be documented, documentation to be uploaded in WebEOC and reported to the Regional Coordinator.
- Maintain a local (jurisdictional) primary and alternate capability for the functions of Public Affairs (Public Information Officer) and Finance. Coordinate and track training for identified people performing these functions, document on the NIMS Spreadsheet.
- Develop and participate in an annual regional exercise based on the Regional EOC staffing capability and to the exercise level (Tabletop, Functional, Full-Scale) of the Region's choosing. Regional Coordinator to document and verify participation. *Note: This exercise is a separate exercise requirement from the mandated county annual exercise and cannot be combined for this year.*
- Maintain a Just-in-time EOC staffing plan that includes jurisdictional recruitment, just-in-time training materials, and job descriptions. This plan should include positions supporting the functions of public affairs (PIO), planning, resource tracking, situational awareness, resource ordering & acquiring (Logistics), and finance. Submit the plan in WebEOC and report completion to your Regional Coordinator.
- **FEMA EMPG Requirement:** All recipients and subrecipients in the 50 States, the District of Columbia and Puerto Rico shall work toward implementation of National Qualification System (NQS) by developing an Implementation Plan, using the FEMA-identified two-page template. The Implementation Plan will identify a jurisdiction's timeline for implementing NQS by Calendar Year (CY) 2025. The following requirements shall apply: Only EMPG Program-funded deployable personnel, as determined by each recipient organization, will be required to meet NQS certification requirements; Subrecipients will be considered in compliance with the NQS requirements as long they are working towards implementing the NQS Implementation Objectives as identified; and the expected completion date for each phase of the NQS Implementation Objectives is December 31 of the applicable CY.
Note: More information on meeting this requirement will be presented by your Regional Coordinator.

Public Information and Warning

- The jurisdiction will conduct a minimum of two public preparedness outreach and/or awareness campaigns/activities during the LEMPG year.

Exercises, Evaluations, and Corrective Actions

- All LEMPG funded emergency management staff will participate in and conduct a Homeland Security Exercise and Evaluation Program (HSEEP) consistent exercise incorporating Operational Coordination, Operational Communications, and at least one additional capability from the Core Capabilities List (CCL). FY2024 begins the next rotation of exercise requirements. For 2024, a Tabletop Exercise is required to be conducted in each LEMPG funded jurisdiction. The scenario chosen for this exercise will be the scenario utilized for the next three years. Subsequent years (FY2025 & FY2026) will include an EOC – Functional in year two (FY2025) and Full-Scale in year three (FY2026). See the **Administrative Manual Exhibit D** for additional information and requirements regarding exercises.
- All LEMPG funded emergency management staff will participate in and complete the requirements for one of the OEM scheduled drills (SD HAN, WebEOC, or Radio Drill) per quarter. If an OEM scheduled drill is not participated in by the jurisdiction, the jurisdiction must design and conduct a drill, tabletop, or functional exercise following HSEEP.

RESPONSE

Operational Coordination

- Report events to the Office of Emergency Management Duty Officer in a timely manner using current reporting guidelines. (Current guidelines are available in the File Library of WebEOC in the County EM – SDOEM Administration folder).
- If the State Emergency Operation Center (EOC) is activated, impacted counties requesting resources must activate and staff their local EOC.
- Consider utilizing the state supplied Bridge4PS application within your jurisdiction and region to exchange information and assist in coordination of emergency response.

RECOVERY

- If an event occurs that may meet the guidelines for a Presidential Disaster Declaration, coordinate activities with the State and distribute Preliminary Damage Assessment (PDA) materials and provide PDA Training to eligible applicants within your jurisdiction.
- If a county has received a Presidential Disaster Declaration, assist the State with briefings and accompany the State-FEMA inspection team to meetings, site inspections, and observe the write-up of a project worksheet.
- Attend the in-person or virtual refresher Crisis Track workshop if you are currently utilizing or are planning to utilize this state supplied software. Utilization of the software will be required for submission of PDA documentation for all counties and all entities within counties beginning in calendar year 2025.

26. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

By entering into this Agreement, Sub-Recipient certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, 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 Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

27. COMPLIANCE WITH EXECUTIVE ORDER 2023-02:

Sub-Recipient certifies and agrees that the following information is correct:

In preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, Sub-Recipient is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02.

Sub-Recipient further agrees that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

28. DOMESTIC PREFERENCES FOR PROCUREMENT:

In accordance with 2 CFR 200.322, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or material

produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

29. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

2 CFR 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.

30. BUY AMERICA, BUILD AMERICA ACT (BABAA)

Sub-Recipient certifies and agrees that all contractors and subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to the Sub-Recipient who, in turn, will forward the required certification to the State with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Sub-Recipient certifies that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured products, and construction materials used in the project were produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Sub-Recipient shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the State who, in turn, will forward the disclosures to FEMA.

31. AGREEMENT OFFICIALS:

The Director of the South Dakota Office of Emergency Management is responsible for committing the State to the terms of this Agreement.

The County Commission Chairperson is responsible for committing the Sub-Recipient to the terms of this Agreement.

The County Emergency Management Director shall be the principal official responsible for planning, reporting on, and assuring performance objectives and accomplishments of results, as defined in this Agreement.

32. WORK ITEM REPORTING REQUIREMENTS:

All work items, reports, and other deliverables identified within the LEMPG Work Plan will be considered late 7 days after each respective identified due date.

- A. Time extensions may be granted for good reason prior to the deadline. Extensions must be made in writing (email) to your assigned Regional Coordinator describing the reason for the time extension and the amount of time requested to complete the activity.
- B. When work items, reports, or other deliverables are considered late, it will result in an email reminder to the County EM.
- C. Failure to submit work items, reports, or other deliverables within one week of receiving the reminder will result in a letter of non-performance to the County Commission/District Chairperson and a forfeiture of that quarters reimbursement.
- D. Failure to comply with the reporting requirements of this agreement may result in loss of program funding or additional monitoring requirements.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2024 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

**Sub-Recipient Agreement
Between**

Southwest District Commission
906 N River St
Hot Springs, SD 57747-1309

State of South Dakota
Department of Public Safety
Office of Emergency Management
221 South Central Avenue
Pierre SD 57501

Referred to as Sub-Recipient

Referred to as State

The State and Sub-Recipient hereby enter into this agreement (the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

D. AUTHORIZED SIGNATURES

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

Sub-Recipient Signature - County Commission Chairperson

Date

State - South Dakota Office of Emergency Management

Date

SIGN

33. COUNTY EMERGENCY MANAGEMENT WORKER(S) SCHEDULE:

County Emergency Management workers must maintain a work schedule commensurate with the percentage of time funded by this grant for Emergency Management functions. Emergency Management workers hours must meet or exceed the minimum requirement on a quarterly basis. Minimum monthly and quarterly hours based on percentage of time is listed in Appendix B of the Administrative Manual.

Percentage of time worked on Emergency Management functions must be documented in timekeeping records utilizing the State timesheet. For part-time personnel who do not receive paid leave, hourly employees should track hours they work on Emergency Management but will only be reimbursed for hours up to the percentage of time reported on their Personnel Action Form. For part-time personnel who do not receive paid leave, salaried employees should track hours they work on Emergency Management and are required to work minimum hours based on the percentage of time reported on their Personnel Action Form.

If the County Emergency Management worker is considered 100% time, they can hold no other role or position within county government. If the County wishes or requires for the County Emergency Management worker to conduct other activities for the County, such as 911 Coordinator, Veteran's Service Officer, Deputy Sheriff, etc., they cannot be considered a 100%-time County Emergency Management worker and the percentage of time should be adjusted accordingly on a Personnel Action Form.

30. LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT (LEMPG) ADMINISTRATIVE MANUAL:

Sub-recipient is required to follow all provisions found in the SDOEM LEMPG Administrative Manual found in Exhibit D.

31. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) COMPLIANCE:

Sub-recipient is required to comply with National Incident Management System (NIMS) standards.

32. AGREEMENT ARTICLES:

Specific Agreement Articles for this agreement are included under Exhibit B.

Exhibit A

FEDERAL AWARD IDENTIFICATION

- a. Sub-recipient's name (which must match the name associated with its UEI number): Southwest District Commission
- b. Sub-Recipient's UEI number (Unique Entity Identifier): 627758915
- c. Federal Award Identification Number (FAIN): (To be Determined)
- d. Federal Award Date: (To be Determined)
- e. Sub-award Period of Performance: October 1st, 2023 thru September 30th, 2024
- f. Amount of federal funds obligated to the Sub-Recipient by this agreement: (To be Determined)
- g. Total amount of federal funds obligated to the Sub-Recipient: (To be Determined)
- h. Total amount of the federal award committed to the Sub-Recipient: (To be Determined)
- i. Amount provided by State/Grantor is \$ (To be Determined)
Amount matched by Sub-Recipient \$ (To be Determined)
Total Grant Amount \$ (To be Determined)
- j. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: 2024 Local Emergency Management Performance Grant
- k. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
- Awarding Agency: United States Department of Homeland Security
Federal Emergency Management Agency
- Pass-through Entity: South Dakota Department of Public Safety
Office of Emergency Management
- Contact Information: Allan Miller
605-995-8990
- l. CFDA No(s) and Name(s): 97.042
- m. Is the grant award for research and development (R&D)? YES ___ NO X
- n. Indirect Cost Rate for federal award: Not applicable under this agreement.

Exhibit B

AGREEMENT ARTICLES

Article I - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2024 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2024. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2024 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article II - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article III - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article IV - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article V - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VIII - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article IX - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article X - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XI - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XIV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVI - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XVII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVIII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XIX - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XX - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXI - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXII - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIII - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIV - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXV - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVI - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality

(CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVIII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXIX - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXX - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXI - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIII - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States? this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;

or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVI - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVIII - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXIX - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XL - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175? 175c.

Article XLI - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the HS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIV - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLV - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVI - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVII - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLVIII - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Exhibit C

WORKPLAN

A. SUMMARY

The South Dakota Office of Emergency Management (SDOEM) Local Emergency Management Performance Grant (LEMPG) provides a single funding, operating, and reporting instrument for the accomplishment of agreed upon administrative activities included in the contract as well as all reported activities included within this Workplan to justify local funding assistance. **The Agreement seeks to reimburse salary and benefits for activities and programs completed by emergency management staff and reported in this LEMPG Workplan.** The Agreement acknowledges that preparedness, mitigation, response, and recovery activities apply to and are required for natural, manmade, and technological disasters in South Dakota.

B. EMERGENCY MANAGEMENT AREAS OF CONCENTRATION

Topic areas that need to be addressed monthly in the Workplan if there is activity include:

- Administration
 - Administrative Tasks identified in the Contract
 - Training
- Preparedness
 - Planning
 - Operational Coordination
 - Public Information & Warning (Preparedness)
 - Threats & Hazard Identification
 - Resource Management & Logistics
 - Intelligence and Information Sharing
 - Exercises, Evaluations, and Corrective Actions
 - Any other Core Capability Task you may perform
- Mitigation
 - Planning
 - Operational Coordination
 - Public Information & Warning (Preparedness)
 - Threats & Hazard Identification
 - Any other Core Capability Task you may perform
- Response
 - Planning
 - Operational Coordination
 - Public Information & Warning (Response)
 - Resource Management & Logistics
 - Operational Communications
 - Situational Assessment
 - Mass Care Services
 - Any other Core Capability Task you may perform
- Recovery
 - Planning
 - Operational Coordination
 - Public Information & Warning (Response)
 - Any other Core Capability Task you may perform

C. REPORTING

Within 30 days after the end of each quarter, the sub recipient must upload an LEMPG Quarterly Activity report in WebEOC and report completion to their Regional Coordinator. It is encouraged that participants enter information into the report on a monthly basis to ensure completeness and accuracy. At the end of the quarter, information must be entered in the monthly format, and submitted. All emergency management staff funded through the LEMPG must have an active and documented role in completing activities identified within this Workplan. This documentation can be captured in bullet or narrative format and written for a third person who has no knowledge of the activities of the jurisdiction. Examples of appropriate reporting can be found in the County-LEMPG folder in WebEOC.

Time extensions may be granted for good reason prior to the deadline. Extensions must be made in writing (email will suffice) to your Regional Coordinator describing the reason for the time extension and the amount of time requested to complete the activity.

EMERGENCY MANAGEMENT AREAS OF CONCENTRATION

- 1. ADMINISTRATION:** Counties will submit required reports and assessments, communicate information on the Local Emergency Management Performance Grant (LEMPG) and emergency management activities, perform required administrative tasks, and meet with their regional coordinator for monitoring visits. Example of these items include items listed under letter B of this Workplan, meeting with county commissioners and other elected officials, and performing any other administrative tasks in support of the county emergency management program.

MONTHLY PERFORMANCE AND ACTIONS:

1ST Quarter

October

November

December

2nd Quarter

January

February

March

3rd Quarter

April

May

June

4th Quarter

July

August

September

2. **PREPAREDNESS:** Preparedness is a continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective action in an effort to ensure effective coordination during incident response. Counties will report on preparedness activities they perform within their jurisdiction. Counties will report on items listed in letter B of this Workplan, meetings and coordination activities they use to help prepare stakeholders, and other activities they perform in their jurisdiction to prepare their jurisdiction for emergencies and disasters.

MONTHLY PERFORMANCE AND ACTIONS:

1ST Quarter

October

November

December

2ND Quarter

January

February

March

3RD Quarter

April

May

June

4TH Quarter

July

August

September

3. MITIGATION: Mitigation is the effort to reduce loss of life and property by lessening the impact of disasters. Counties will report on mitigation activities they perform within their jurisdiction. Counties will report on items listed in letter B of this Workplan, mitigation meetings and coordination activities, and other activities they perform in their jurisdiction to reduce loss of life and property by lessening the impact of disasters.

MONTHLY PERFORMANCE AND ACTIONS:

1ST Quarter

October

November

December

2ND Quarter

January

February

March

3RD Quarter

April

May

June

4TH Quarter

July

August

September

4. **RESPONSE:** Response is defined as activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Counties will report on items listed in letter B of this Workplan, and other activities they perform in their jurisdiction to save lives, protect property, and meet basic human needs due to an emergency or disaster.

MONTHLY PERFORMANCE AND ACTIONS:

1ST Quarter

October

November

December

2ND Quarter

January

February

March

3RD Quarter

April

May

June

4TH Quarter

July

August

September

5. **RECOVERY:** Recovery is defined as actions to assist communities affected by an incident to recover effectively. Counties will report on items listed in letter B of this Workplan, and other activities they perform in their jurisdiction to assist their jurisdiction to recover from an emergency or disaster.

MONTHLY PERFORMANCE AND ACTIONS:

1ST Quarter

October

November

December

2ND Quarter

January

February

March

3RD Quarter

April

May

June

4TH Quarter

July

August

September

Exhibit D

ADMINISTRATIVE MANUAL



**Local Emergency Management
Performance Grant (LEMPG)
Administrative Manual
FFY 2024**

Performance Period: October 1, 2023 – September 30, 2024

Introduction

The purpose of the Emergency Management Performance Grant (EMPG) Program is to provide Federal grants to states to assist state, local, territorial, and tribal governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Reform Act of 2006, as amended (6 U.S.C. § 762). Title VI of the Stafford Act authorizes FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal government and the states and their political subdivisions. The Federal government, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title, to support a comprehensive all hazards emergency preparedness system.

The State, in turn, makes a large portion of this funding available to county emergency management organizations through the Local Emergency Management Performance Grant (LEMPG).

The LEMPG consists of a formal agreement that stipulates the terms and conditions of the grant, the work plan that supports the building and sustainment of the core capabilities across the prevention, protection, mitigation, response, and recovery mission areas.

Funding is based on reimbursement of up to 50% of approved County/District Emergency Manager position(s). The funding is used for county/district costs of emergency management personnel expenses and requires a 50% non-federal cash match. All requirements of the LEMPG must be satisfied to receive funding.

This LEMPG Administrative Manual will guide the County/District Emergency Manager through the various administrative, training, and financial requirements of the program. It also references some of the terms and conditions of the LEMPG under which such reimbursements are made.

Note to the County Auditor:

The EMPG is provided to counties to reimburse up to 50% of the approved county emergency management staff(s) salary and benefit costs. The CFDA number is 97.042. This grant and any other associated with SDOEM shall be accounted for within fund 226.

LEMPG Administrative Manual

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Section 1: Definitions & Acronyms

A. Definitions

1. **Authorized Local Official.** *Authorized Local Official* refers to the individual on the local level who has the authority to sign the EMPG Subaward Agreement.
2. **CERT.** *CERT* refers to the Community Emergency Response Team.
3. **CFR.** *CFR* refers to the Code of Federal Regulations.
4. **CRMCS.** *CRMCS* refers to the Comprehensive Resource Management and Credentialing System.
5. **DENR.** *DENR* refers to the Department of Environment & Natural Resources.
6. **DHS.** *DHS* refers to the Department of Homeland Security.
7. **DPS.** *DPS* refers to the South Dakota Department of Public Safety which is the state agency the SDOEM is a part of.
8. **Duty Officer.** *Duty Officer* refers to the rotational position within the SDOEM designed to serve as a single point of contact to government entities when state-level assistance is needed.
9. **Emergency Manager.** *Emergency Manager* refers to the position appointed by the executive officer or governing body of the county, and who shall have direct responsibility for the development and implementation of emergency and disaster plans, organization, administration, and operation of the local organization for emergency management.
10. **EMPG.** *EMPG* refers to the federal Emergency Management Performance Grant.
11. **EOC.** *EOC* refers to the Emergency Operations Center.
12. **FEMA.** *FEMA* refers to the Federal Emergency Management Agency.
13. **Grant Subaward Agreement.** The *Grant Subaward Agreement* is the signatory document that commits grant funds to the subrecipient and acknowledges subaward terms and conditions.
14. **IAP.** *IAP* refers to an Incident Action Plan created to help organize an incident.
15. **LEMPG.** *LEMPG* refers to the Local Emergency Management Performance Grant.
16. **LEMPG Terms & Conditions.** The *LEMPG Terms & Conditions* is the document that identifies the applicable Federal requirements subrecipients must comply with.
17. **LEMPG Work Plan.** The *LEMPG Work Plan* is the document that outlines the topic area reporting required to be completed during the LEMPG's performance period.
18. **Match.** *Match* refers to the 50% match provision required.
19. **NIMS.** *NIMS* refers to the National Incident Management System.
20. **Regional Coordinator.** *Regional Coordinator* refers to an SDOEM employee who serves as a liaison between SDOEM and the local jurisdictions.
21. **SDHAN.** *SDHAN* refers to the South Dakota Health Alert Network which is a web-based highly reliable, persistent messaging system.
22. **SDOEM.** *SDOEM* refers to the South Dakota Office of Emergency Management.
23. **State.** *State* refers to the State of South Dakota.
24. **Subaward.** *Subaward* refers to an award provided by a pass-through entity (SDOEM) to a subrecipient.
25. **Subrecipient.** *Subrecipient* refers to a non-Federal entity that receives a subaward from a pass-through entity (SDOEM).
26. **WebEOC.** *WebEOC* is a web-enabled crisis information management system developed for emergency management.

Section 2: Grant Subaward Process

A. Notice of EMPG Funding Opportunity

1. Each federal fiscal year (FFY) the SDOEM will present the initial LEMPG award documents to all jurisdictions in the form of a Local Emergency Management Performance Grant Subaward Agreement, LEMPG Terms & Conditions, and LEMPG Work Plan.

B. Submission of LEMPG by Jurisdiction

1. Each participating jurisdiction will sign the initial Grant Subaward Agreement and return it to their Regional Coordinator by mail prior to September 30th of each year.
Note: Electronic submissions of the initial Grant Subaward Agreement will not be accepted unless completed under SDCL 53-12.

C. Initial and Final Subaward Agreements

1. Once SDOEM receives the Grant Subaward Agreement with the jurisdiction's signature, the Director of SDOEM will sign the agreement and an executed copy will be returned to the jurisdiction.
2. Funding amounts are not available at the time the initial Grant Subaward Agreement is signed. This initial agreement formalizes participation in the LEMPG program and serves as an agreement to the LEMPG Terms & Conditions and LEMPG Work Plan.
3. When SDOEM is awarded its federal EMPG funding, SDOEM will send an amended Exhibit A with all details and estimated amounts to the Sub-Recipient.

Section 3: Reimbursement Process

A. Quarterly Reporting Requirements

1. All quarterly reimbursement claims must be submitted through WebEOC. Claims must include the following items to be processed. Sample paper forms can be found in the WebEOC File Library. For access to the WebEOC, please contact your Regional Coordinator.
 - a. LEMPG Form 85-21 (State and Local Management Expenses Claimed for Contributions)
 - i. All claims for reimbursement must be submitted through WebEOC on the 85-21 board.
 - ii. All claims the county pays for personnel wages and benefits identified on the 85-21 need to be supported by payroll registers, budget sheets, or other documents supporting the claims entered in the 85-21. Employee paid benefits such as additional insurance they pay for will not be reimbursed as that is not a county expense and should not be included on the 85-21 form. Supporting documentation must be uploaded to the 85-21 board in the WebEOC.
 - iii. All claims for approved training travel expenses must be submitted on the State Travel Expense Report form located in WebEOC and uploaded to the 85-21 board to substantiate the claim. All invoices supporting those claims must accompany the Travel Expense Report.
 - iv. All expenditures submitted on the 85-21 board will be used by the SDOEM to match Federal EMPG funds. Therefore, the county/district may not use any of these expenses as financial "match" for any other program or grant opportunities.
 - b. State Time Sheet
 - i. Emergency Management work hours, and non-emergency management work hours if applicable, must be recorded on the State Time Sheet (WebEOC File Library) and submitted by uploading the form to the 85-21 board. For example, a Deputy Sheriff that is also the Emergency Manager for a county would need to record their emergency management hours as EM work hours and their Deputy Sheriff hours as non-emergency management work hours.
 - ii. Hourly Emergency Management workers hours will only be reimbursed up to the percentage of time reported on their Personnel Action Form.
 - iii. Salaried Emergency Management workers hours must meet or exceed the minimum requirement on a quarterly basis listed under Appendix B of this manual.
 - iv. During a disaster response, hours worked by the emergency manager may be claimed through the LEMPG or under a Presidential Disaster declaration if received. However, the hours can only be claimed from one source. The jurisdiction cannot be reimbursed twice for the same hours. This is also the case for any other grant in which you could also be reimbursed for any of your salary, benefits and travel costs.
 - c. Quarterly Workplan Report
 - i. The Workplan Report will be uploaded to the Workplan board on a quarterly basis and in conjunction with the balance of the quarterly report. A hard copy of the Workplan can be found in the WebEOC File Library under County EM – LEMPG.

Section 4: Personnel Procedures

A. New Personnel

1. A Certification of Authorized Official form must be filed with SDOEM within 30 days for any new emergency manager hired. This form authorizes the employee to conduct emergency management business for the county. This form must be on file at SDOEM before expenses can be claimed. This form can be accessed through WebEOC.

B. Personnel Action Form

1. A Personnel Action Form must be completed every time an LEMPG-funded employee is hired, terminated, retired, receives a change in salary or a promotion, etc. and submitted to the SDOEM within 30 days. This form can be accessed through WebEOC.

Appendix A: Summary of Allowable Costs

Allowable costs under EMPG must represent necessary and essential state and local emergency management personnel and the county portion of any benefit expenses. These costs must comply with the CFR Cost Principles found in 2 CFR Part 200 Subpart E. General guidance is as follows. SDOEM has final authority regarding allowable costs.

A. Allowable Costs

1. Personnel Compensation and County Portion of Benefits

- a. **Full-Time Status.** Personnel can be funded as full-time employees if 100% of their job duties are dedicated to performing emergency management program elements required by the LEMPG.
- b. **Part-Time Status.** Part-time positions may be funded within an emergency management agency, even though the individual may hold a separate part-time position in another department or in the private sector, provided the duties of the other position do not conflict with or impair the emergency management functions assigned to the individual. Part-time positions will be funded at a percentage directly related to the time devoted to the LEMPG.
- c. **Employee Taxes:** The county portion of OASI (Old-Age and Survivors Insurance) which includes Social Security (6.2%) and Medicare (1.45%) and is calculated at 7.65% of the employee's gross salary.
- d. **Retirement Funds.** The share of any payment to a retirement fund must be in a prorated amount apportioned on the percentage of EM time. Employee paid supplemental retirement contributions are not eligible.
- e. **Benefits:** Other county paid benefits only, additional employee paid benefits that the county administers deductions for are not allowable. County paid Worker's Compensation fees are eligible.

2. Travel and Transportation

- a. **Travel for Training by emergency management office personnel.** Travel expenses incurred by emergency management office personnel including EOC staff to complete LEMPG Contract identified training. Expenses must be substantiated by vehicle mileage records, receipts for travel, lodging, vehicle operating expenses, and other appropriate documentation.

Appendix B: Schedule of Required Hours

Month	Work days each month	Hours per day	Hours Required based on Percentage of Time Worked													
			100%	95%	90%	85%	75%	70%	66%	60%	50%	49%	43%	40%	30%	25%
Oct-22	21	8	168	160	151	143	126	118	111	101	84	82	72	67	50	42
Nov-22	20	8	160	152	144	136	120	112	106	96	80	78	69	64	48	40
Dec-22	20	8	160	152	144	136	120	112	106	96	80	78	69	64	48	40
Totals			488	471	439	415	366	342	322	293	244	228	210	195	146	122
Jan-23	21	8	168	160	151	143	126	118	111	101	84	82	72	67	50	42
Feb-23	20	8	160	152	144	136	120	112	106	96	80	78	69	64	48	40
Mar-23	21	8	168	160	151	143	126	118	111	101	84	82	72	67	50	42
Totals			496	471	446	422	372	347	327	298	248	228	213	198	149	124
Apr-23	22	8	176	167	158	150	132	123	116	106	88	86	76	70	53	44
May-23	22	8	176	167	158	150	132	123	116	106	88	86	76	70	53	44
Jun-23	19	8	152	144	137	129	114	106	100	91	76	74	65	61	46	38
Totals			504	486	454	428	378	353	333	302	252	235	217	202	151	126
Jul-23	22	8	176	167	158	150	132	123	116	106	88	86	76	70	53	44
Aug-23	22	8	176	167	158	150	132	123	116	106	88	86	76	70	53	44
Sep-23	20	8	160	152	144	136	120	112	106	96	80	78	69	64	48	40
Totals			512	487	461	435	384	358	338	307	256	235	220	205	154	128
Annual Total			2000	1915	1800	1700	1500	1400	1320	1200	1000	926	860	800	600	500

The months of November and April have additional declared holidays at the option of your participating county or district.

The above figures represent actual working days and hours required. These do not include holidays, as they are not required working days. Declared holidays, such as the Friday following Thanksgiving may be deducted (on % scale) from that particular month, depending upon your county or district's requirements.

The above figures are based on a 40-hour week.

Holidays:

October – Native American Day
 November – Veterans Day and Thanksgiving Day
 December – Christmas Day
 January – New Year's Day and Martin Luther King Jr Day
 February – Presidents' Day
 May – Memorial Day
 June - Juneteenth
 July – Independence Day
 September – Labor Day

Optional Holidays:

November – Day after Thanksgiving
 March/April – Good Friday, Easter Monday

Appendix C: Schedule of Required Forms and Due Dates

NAME OF FORM	WHAT TO SEND	WHEN TO SEND
LEMPG Sub-Recipient Agreement	Original to SDOEM Regional Coordinator	Yearly - By September 30 th
Personnel Action Form	Original or Scanned Copy to SDOEM Regional Coordinator, WebEOC	For All Personnel Changes (Salary, % of time, etc.) Within 30 Days of Change
Acceptance of Merit System Standards	Original or Scanned Copy to SDOEM Regional Coordinator, WebEOC	Upon Entry or Re-Entry to LEMPG Program
Certificate of Authorized Official	Original or Scanned Copy to SDOEM Regional Coordinator, WebEOC	Upon Appointment of New Emergency Manager
Quarterly Activity Report	Entered and uploaded into WebEOC	Quarterly - By January 30, April 30, July 30, and October 30

For a complete listing of on-line forms and WebEOC boards go to:
<https://webeoc.sd.gov> (WebEOC File Library/County EM-LEMPG)

Appendix D: Additional LEMPG Sub-Recipient Agreement Guidance

The following is additional information and guidance on the General Requirements found in Section 25 of the LEMPG Contract of the Local Emergency Management Performance Grant. All LEMPG reimbursed emergency management worker positions must participate, take part in, and complete all items listed in this section.

1. NIMS Spreadsheet

- A. The NIMS Report is located in the File Library in WebEOC under County EM-Forms.
- B. The NIMS Spreadsheet Template is located in the File Library in WebEOC under County EM-Templates. To view last year's submission, please contact your Regional Coordinator.
- C. If you have further questions regarding the NIMS Spreadsheet and reporting, please direct them to your Regional Coordinator.

2. Planning

- A. The Local Emergency Operations Plan Template is located in the File Library in WebEOC under County EM-Templates.
- B. If you have further questions regarding Planning, please direct them to SDOEM Planning Staff at (605) 773-3231 or your Regional Coordinator.

3. Comprehensive Resource Management and Credentialing System (CRMCS)

- A. Information regarding the State of South Dakota's Comprehensive Resource Management and Credentialing System (CRMCS) can be found at:
<http://southdakota.responders.us/>
 1. Additional information on maintenance of the system and how-to documents can be located in WebEOC in the File Library listed under Credentialing Documents.
 2. To enter or change resources for your jurisdiction, select Salamander Live under Applications. You will need a username and password in order to access this part of the system.
 3. For further information and guidance regarding the CRMCS program, please direct questions to the SDOEM CRMCS staff at (605) 773-3231 or contact your Regional Coordinator.

4. Preliminary Damage Assessment

- A. Preliminary Damage Assessment (PDA) forms are available in the File Library in WebEOC under PDA Forms. If you have further questions regarding PDA's or Disaster Recovery, please direct them to SDOEM Public Assistance Staff at (605) 773-3231 or your Regional Coordinator.
- B. SD OEM provides access to Crisis Track software to utilize when collecting damage information. Training workshops for the software are offered during the year. Submission of PDA documentation for all counties and all entities within counties will be required through use of the Crisis Track software beginning in calendar year 2025.

5. Training

- A. New county emergency management staff: If you are a new county emergency management staff member (this Federal Fiscal Year (FFY) will be your first full year

as an emergency management staff member), the following classes must be completed by the end of the FFY (note that IS classes can be taken online):

1. Complete the following Incident Command System courses:
 - a. IS-100, IS-200, ICS-300, IS-700, and IS-800. (To be completed within 12 months of hire.)
 - b. Complete Incident Command System courses ICS-400. (To be completed within 24 months of hire.)
 2. Complete the EM 101 & EM 102 course. (To be completed within 12 months of hire.)
- B. The following courses are required. within 2 years of hire. (Note that IS classes can be completed online.)
1. Complete the FEMA Professional Development Series (PDS) or the National Emergency Management Basic Academy and upload a copy of your Emergency Management Institute (EMI) certificate in WebEOC. Report completion to your Regional Coordinator. (To be completed within 24 months of hire.)
 2. Complete the EM 103 course. (To be completed within 24 months of hire.)
 3. Complete the Homeland Security Exercise and Evaluation Program (HSEEP) course and upload documentation of completion in WebEOC. Report completion to your Regional Coordinator. (To be completed within 24 months of hire.)
- C. The following courses are required within 6 years of hire. (Note that IS classes can be completed online.)
1. Complete the FEMA Advanced Professional Series (APS) and upload a copy of your EMI certificate in WebEOC. Report completion to your Regional Coordinator. (To be completed within 6 years of hire.)
- D. The following is required for all county emergency management staff annually.
1. Complete a minimum of one OEM sponsored or training officer approved classroom training course for continuing education. Upload a copy of your certificate in WebEOC. Report completion to your Regional Coordinator. (To be completed by end of performance period)
- E. The SDOEM training calendar can be found at: <https://sdoem.eventsmart.com/>. At this site, you can find where and when courses are scheduled and get additional information concerning the SDOE Training Program.
- F. A description of the Professional Development Series can be found at: <http://training.fema.gov/is/searchis.aspx?search=PDS>.
- G. A description of the Advanced Professional Series can be found at: <https://training.fema.gov/programs/aps/>.
- H. For further information and guidance regarding Training, please direct questions to the SDOEM Training staff at (605) 773-3231 or your Regional Coordinator.

6. Exercises, Evaluations, and Corrective Actions

- A. **OEM Exercise Policy.** A fundamental responsibility of an emergency manager is to establish a program which will effectively provide for the protection of the lives and property of the public. This goal is attained through a variety of means, including, but not limited to, regular exercising of emergency operations plans and procedures.
1. In conducting exercises in South Dakota, we utilize the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP is a capabilities and performance-based exercise program that provides a standard methodology

and terminology for exercise design, development, conduct, evaluation, and improvement planning. HSEEP constitutes a national standard for all exercises.

2. There are seven types of exercises defined within HSEEP, each of which is either discussions-based or operations-based.
 - i. Discussions-based exercises familiarize participants with current plans, policies, agreements, and procedures. These types of exercises may be used to develop new plans, policies, agreements, and procedures.
 - a. Seminar. An informal discussion designed to orient participants to new or updated plans, policies, or procedures.
 - b. Workshop. Resembles a seminar but is employed to build specific products such as a draft plan or policy.
 - c. Tabletop Exercise. Involves key personnel discussing simulated scenarios in an informal setting and can be used to assess plans, policies, and procedures.
 - d. Games. A simulation of operations that often involves two or more teams, usually in a competitive environment using rules, dates, and procedures designed to depict an actual or assumed real-life situation.
 - ii. Operations-based exercises validate plans, policies, agreements, and procedures, clarify roles and responsibilities, and identify resource gaps.
 - a. Drill. A coordinated, supervised activity usually employed to test a single specific operation or function.
 - b. Functional Exercise (FE). Examines and/or validates the coordination, command, and control between various multi-agency coordination centers. A Functional Exercise does not involve "boots on the ground" response.
 - c. Full-Scale Exercise (FSE). A multi-agency, multi-jurisdictional, multi-discipline exercise involving functional and "boots on the ground" response.

3. Counties participating in the Local Emergency Management Performance Grant (LEMPG) as it relates to the Exercise Program are required to conduct or participate in one drill per quarter and conduct one exercise per year.

- B. **Communications Drills.** The State Exercise Coordinator schedules two communications drills per quarter to fulfill the LEMPG drill requirement. All County LEMPG funded staff must complete the communications drill participation survey distributed by the State Exercise Coordinator within **one (1) week** of the date of the drill to receive credit for participation. If a county misses a required drill, a make-up drill must be completed within the next quarter. In lieu of participating in a state drill, a county may choose to conduct its own drill. IE: Radio drill, telephone call tree test, etc. A Situation Manual (SitMan) and an After-Action Report-Improvement Plan must be submitted for the communications drill credit.

1. Communications Drill Schedule

Quarterly Drill Schedule

Qtr.	Month	Drill	Date
1st Qtr.	October	SDHan	2nd Thursday
	November	Radio	1st Wednesday
	December	Open	
2nd Qtr.	January	WebEOC	To Be Announced
	February	Radio	1st Wednesday
	March	Open	
3rd Qtr.	April	SDHan	2nd Thursday
	May	Radio	1st Wednesday
	June	Open	
4th Qtr.	July	WebEOC	To Be Announced
	August	Radio	1st Wednesday
	September	Open	

Drill schedule is subject to change

- C. **Exercise.** A county can choose whether the exercise is a natural, man-made, or technological event. When conducting the exercise, two of the core capabilities being tested must be Operational Communications and Operational Coordination. The third and subsequent core capabilities must be based on the Core Capabilities identified under the chosen hazard.
- D. **Regional, Joint, and EOC Exercises.** A Regional Exercise is defined as an exercise where more than two county jurisdictions participate in the same exercise. Each jurisdiction is required to have at least three agencies, with each agency providing two or more personnel, from their jurisdiction be active participants in the exercise. A Joint Exercise is one where two county jurisdictions participate in the same exercise. The same requirement of three agencies and personnel also applies to Joint Exercises. A jurisdiction may only claim participation in a Regional Exercise once every three years for exercise credit while there are no restrictions on Joint Exercises. If the exercise is an Emergency Operations Center (EOC) exercise, it must be staffed with personnel assigned to Management, Logistics, Finance, Planning, and Public Affairs.
- E. **Real-world Events.** If a county experiences a real-world event during the current LEMPG year, a county may request permission from the State Exercise Coordinator to use a real-world event in lieu of a full-scale exercise. The following criteria must be met in order for a real-world event to be considered.
1. The county's Emergency Operations Center (EOC) must have been operational for at least one (1) operational period.
 2. The following five (5) EOC functions must have been staffed:
 - i. EOC Management
 - ii. EOC Logistics
 - iii. EOC Finance
 - iv. EOC Planning
 - v. EOC Public Affairs (Public Information Officer (PIO))
 3. An Incident Action Plan(s) (IAP's) must be submitted for one (1) operational period of the event to the State Exercise Coordinator.
- F. **Exercise Documentation Required.** To receive credit for the required annual exercise, each county must fill out and upload the below listed forms to the county's Exercise Reporting board in WebEOC:
1. Discussions and Operations-Based Exercises

- i. Exercise Notification – At least **45 days** prior to exercise.
 - ii. Exercise Plan (EXPLAN) – At least **30 days** prior to exercise.
 - iii. Master Scenario Events List (MSEL) – Within **90 days** post exercise.
 - iv. After Action Report-Improvement Plan (**each participating county is required to submit if exercise is done as a multi-county exercise and must address items specific to that county**) – Within **90 days** post exercise.
 - v. Exercise sign-in roster/ CRMCS participation summary – Within **90 days** post exercise.
2. Real-World Event (Once authorization has been received)
- i. Incident Action Plan(s) (IAP's) for one (1) operational period with the five (5) EOC functions staffed – Within **90 days** post event.
 - ii. An After-Action Report-Improvement Plan that specifically addresses Operational Coordination, Operational Communications, and one additional core capability – Within **90 days** post event.
 - iii. Event sign-in roster/CRMCS participation summary – Within **90 days** post IAP date or **90 days** post event, whichever is sooner.
3. **All exercise documentation must be entered and uploaded via the county's Exercise Reporting board in WebEOC. Failure to submit all documents outlined in this policy will result in the jurisdiction not receiving credit for the FSE LEMPG requirement.**

G. **Additional Exercise Information.** The State Exercise Coordinator is available to travel to the counties. This time may be used for visits with local emergency managers for training on Homeland Security Exercise and Evaluation Program (HSEEP), training on required documents for exercises, and if requested, to assist with evaluating exercises, and to observe exercises.

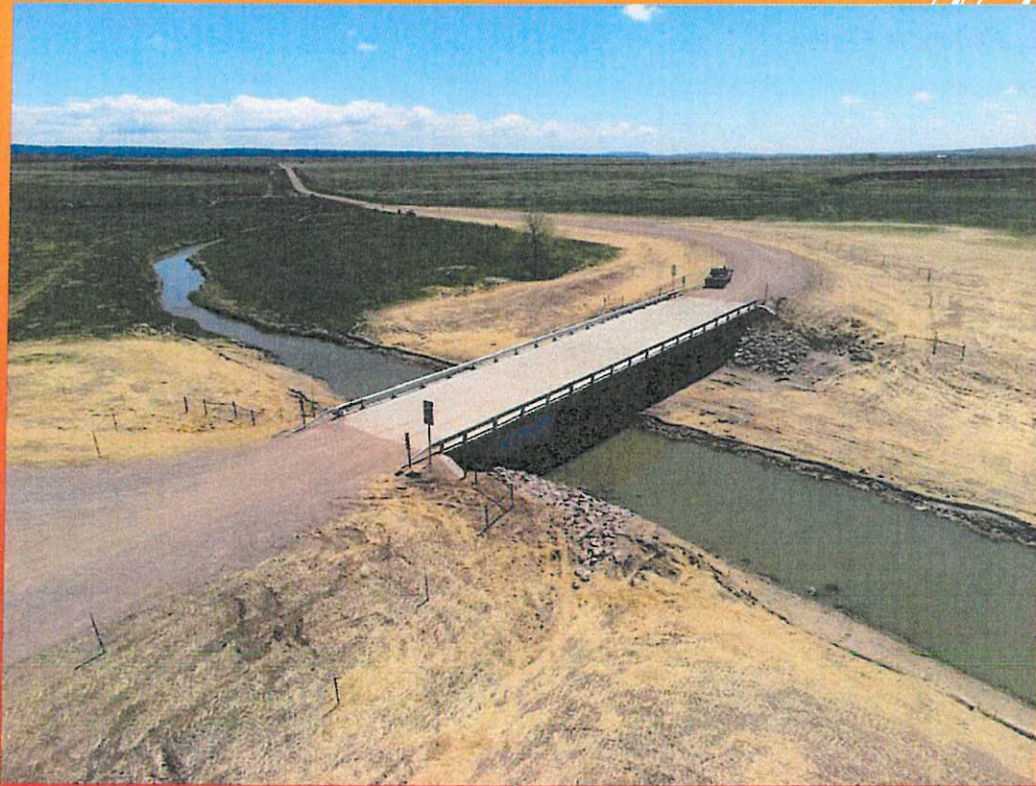
1. The Emergency Management Institute (EMI) conducts Virtual Tabletop Exercises (VTTX) via a video teleconference platform (Digital Dakota Network [DDN] in South Dakota). A VTTX event allows for 10-15 sites across the nation to participate in each offering. The State Exercise Coordinator works with other State agencies and the public and private sector to coordinate and facilitate the VTTX. South Dakota's DDN video portion is a statewide interactive video communications system.

7. Crisis Communication and Public Education and Information

- A. For further information and guidance regarding this requirement, please direct questions to your Regional Coordinator, SDOEM Preparedness Branch staff at (605) 773-3231, or the SDOEM Public Information staff.
- B. The SDOEM Preparedness Branch can assist local jurisdictions with outreach and awareness activities. For more information, please contact the SDOEM Preparedness Branch staff at (605) 773-3231.

FALL RIVER COUNTY

2024 - 2028 Five Year
County Highway and
Bridge Improvement Plan



COVER FORM AND CERTIFICATION

The following text shall be included on the front cover of the Fall River County Highway and Bridge Improvement Plan:

Certification: As approved this ____ day of _____ 2023
Custer County Commission

By: _____
County Commission Chairperson

Attest:

County Auditor or Clerk

County Contact Person: Randy Seiler
Highway Superintendent
Phone Number: (605) 745-5137
Email Address: frchwydept@gwtc.net

Received by SDDOT on _____
Approved by SDDOT on _____

CHECKLIST OF REQUIREMENTS FOR ANNUAL UPDATE

_____ Certification Form

 X Projected Revenue Available per year

 X 5-year Project List (Programmed Projects)

 X Project Status List

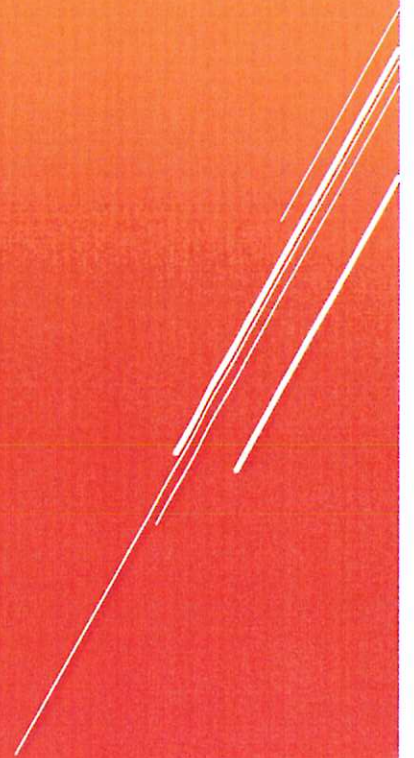
_____ Notice of Public Meeting

_____ Township coordination letters/notice (sample letter and mailing list is acceptable)

_____ Attendance list from public meeting (all attendees – not just commission members)

_____ Public Comments (if no comments are received, clearly indicate that in the plan
submittal) There were no submitted written comments or public
comments during the meeting

REVENUES AND PROGRAM



2023 - 2027 Fall River County

REVENUE SOURCES TABLE (Show amounts in thousands of dollars)

<u>Account Description</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Local Funds					
General Funds-property tax	255	255	255	255	255
Motor Vehicle Licenses	877	877	877	877	877
Wheel Tax	105	105	105	105	105
Annual STP Payout Funds	238	238	238	238	238
2019 HIP Funds					
Intergovernmental Funds					
Township Services					
State Funds					
PE - BIG (planning to apply for)		64			
PE - BIG (awarded by DOT)					
Preservation - BIG (planning to apply for)					
Preservation - BIG (awarded by DOT)					
Rehab/Repl - BIG (planning to apply for) *Design Phase, **Const. Phase				400	
Rehab/Repl - BIG (awarded by DOT)					
Other (Match on STP Projects, Pavement Marking Prj.)	* 2,840				
Federal Funds					
TAP					
ER/FEMA					
OTHER (STP, Bridge, Signing, Hazard Elimination, SIB Loans)					
TOTAL	4,315	1,539	1,475	1,875	1,475

Note:

- For State and Federal Funds, only enter the applicable amount (i.e. 80% of total project cost).
- Include both BIG funds awarded and BIG funds that will be applied for but not yet received.

* Igloo Bridges

FIVE YEAR PROGRAMMED PROJECT LISTING

Project Location	Project Description	Year	Proposed Five-Year Project Funding Information (in thousands of dollars)						Total Project Cost
			Local Funding	Federal Funding	State Funding	Unfunded	Anticipated Grant	Total Funding	
SD471 Provo to Igloo, Remove Bridges and Obliterate Old State Highway 298	Grading, Gravel Surfacing, Box Culvert, Obliteration of Bridges and Roadway	2024 - 2025	0		2,840				2,840
County Wide	Graveling	2024	400						400
County Rd 18S ~ 12 Miles	Asphalt Surface Treatment and Fog Seal	2025	480						480
County Rd 18B ~ 2.7 Miles	Asphalt Surface Treatment and Fog Seal	2025	108						108
County Rd 79 ~ 3.6 Miles	Asphalt Surface Treatment and Fog Seal	2025	144						144
County Rd 6291 East of Oral 3.8 Miles	Asphalt Surface Treatment and Fog Seal	2025	152						152
0.8 S & 0.2 E of Oelrichs	Structure 24-419-212 PE BIG Application	2025	13				64		77
County Wide	Graveling	2025	400						400
County Wide	Graveling	2026	400						400
0.8 S & 0.2 E of Oelrichs	Structure 24-419-212 Design/Construction BIG Application	2027	80				400		480
County Wide	Graveling	2027	400						400
County Wide	Graveling	2028	400						400

Local Funding Includes: Match on BIG funding, traditional BRO & BRP projects, TAP projects, etc., and some shortfalls/balances on misc. projects. Also STP Payout funds.

Federal Funding Includes: 100% of Signing & Delineation projects, and approx. 80% of STP, BRO, BRP, and TAP projects. Federal portion of ER/FEMA projects.

State Funding Includes: 80% of awarded BIG projects, approx. 60% of Pavement Marking projects, and approx. 20% match on STP projects.

Anticipated Grant (BIG): 80% of total

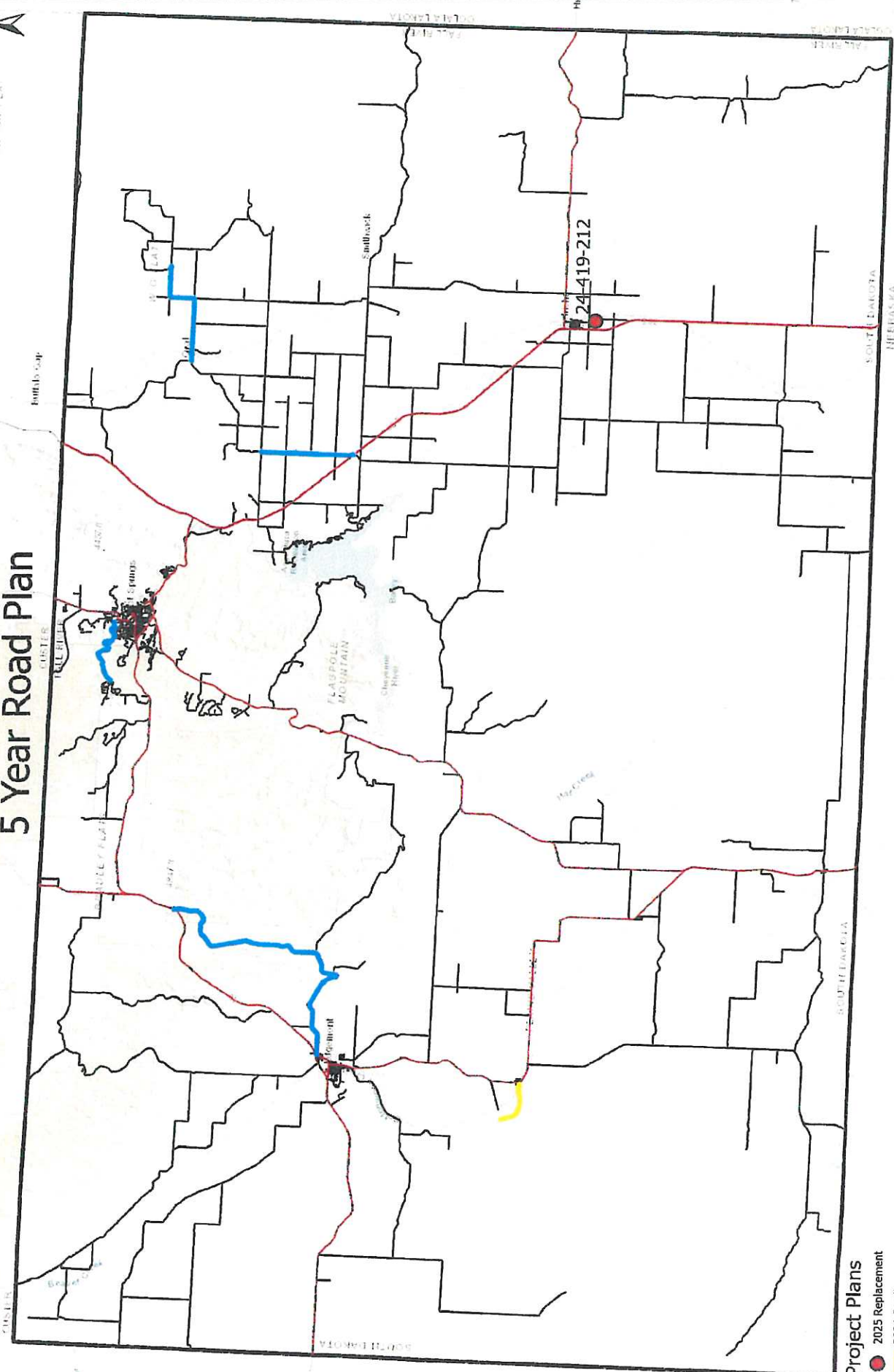
Status of Programmed Projects

Project Location	Project Description	Year	Status
4 E & 8 N of Edgemont	STIP Bridge Replacement for Structure 24-162-102 over Mickelson Trail	2023	Project Completed
SD471 Provo to Igloo, Remove Bridges and Obliterate Old State Highway 298	Grading, Gravel Surfacing, Box Culvert, Obliteration of Bridges and Roadway	2024-2025	Design Complete - SDDOT completed ROW Negotiations. SDDOT 2022 Cost Estimate is \$2.84 Million. Funding is 100% DOT. Project may be let in 2024
County Rd 18S ~ 12 Miles	Asphalt Surface Treatment and Fog Seal	2025	Future Project
County Rd 18B ~ 2.7 Miles	Asphalt Surface Treatment and Fog Seal	2025	Future Project
County Rd 79 ~ 3.6 Miles	Asphalt Surface Treatment and Fog Seal	2025	Future Project
County Rd 6291 East of Oral 3.8 Miles	Asphalt Surface Treatment and Fog Seal	2025	Future Project
0.8 S & 0.2 E of Oelrichs	Structure 24-419-212	2025	Anticipated BIG - PE application
0.8 S & 0.2 E of Oelrichs	Structure 24-419-212	2027	Anticipated BIG - Design and Construction Application
County Wide	Graveling	2024 - 2028	No Change

MAPS

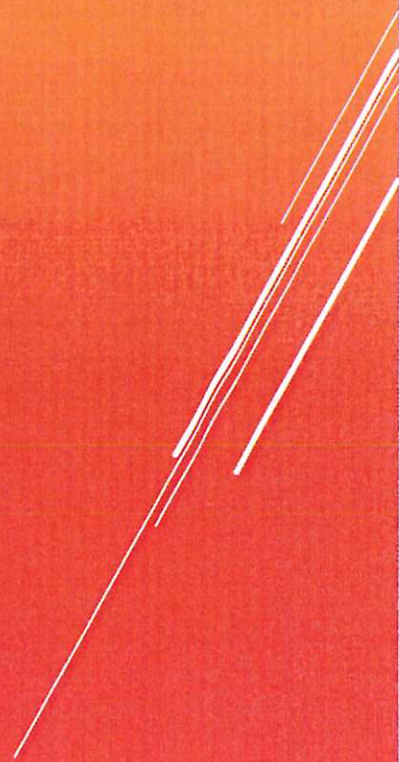


2024-2028 Fall River County 5 Year Road Plan



- Project Plans**
- 2025 Replacement
 - 2024 Grading
 - 2025 Chip Seal
 - Highways
 - Roads
 - Fall River County

PUBLIC INPUT



Insert copy of Public Notice Here

Insert Board Minutes Here

Insert Any Public Comments Here

Insert Meeting Attendance Here

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

TO: THE BOARD OF COUNTY COMMISSIONERS

DATE: 8/11/2023

FALL RIVER COUNTY,
HOT SPRINGS, SOUTH DAKOTA

GW PROJECT NUMBER: ID# 25382/WO# T23278

Application is hereby made by Golden West Telecommunications, South Dakota for permit to occupy highway right-of-way located from: The intersection of East Oral Rd and WG Flats Loop

To: an existing vault approximately 1/2 mile north on WG Flats Loop

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 the residence at 14467 WG Flats Loop
2. Pipe size, cable size and type: Cable: BFO 24; Duct: Sch 40 PVC
3. Outside diameter: Cable: 0.56" O.D.; Duct: 1.660" 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 11-Aug _____ 20 23

Golden West Telecommunications

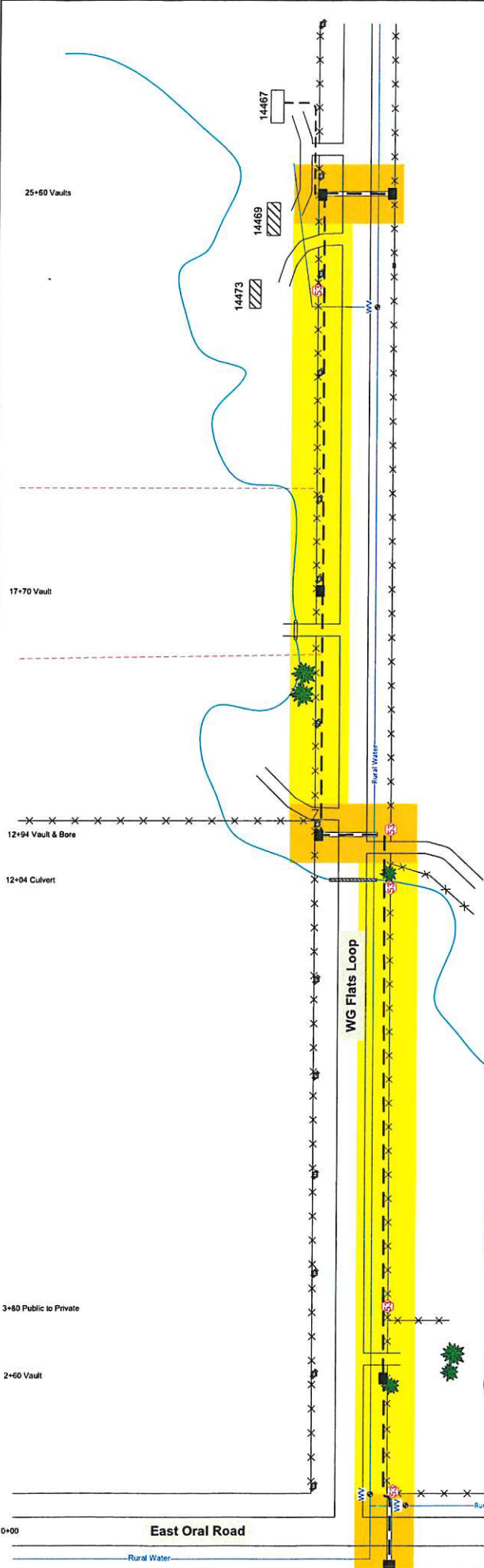
County Chairman

By Mickie Abell Mickie Abell

County Auditor

Right-of-Way Specialist

Title



CONFIDENTIAL

Proposed Cable Route
 Proposed Bore

State: South Dakota
 County: Cigiala Lakota
 Twp: 75
 Range: 8E



Sec. 21

As Staked

Golden West Telecommunications

Name: Fall River Co Hwy
 WO: Oral T23278
 Exch: Oral
 Route: WG Flats Loop
 ROW: Public and Private

SLASHED BY:	CB	Date:	7-28-23
Revised By:	MLA	Date:	8/02/23
Revised By:	MLA	Date:	8/02/23
Revised By:	MLA	Date:	8/02/23
Revised By:	MLA	Date:	8/02/23
As Built By:		Date:	
As Built By:		Date:	

Drawing Not To Scale
 Sheet 1 of 1



[CAUTION: BURIED FACILITIES MAY BE PRESENT. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR LOCATING PRIOR TO CONSTRUCTION.]



STATE OF SOUTH DAKOTA
OFFICE OF HEARING EXAMINERS
Pierre, South Dakota

VIVOS XPOINT INVESTMENT
GROUP LLC,

Petitioner,

v.

FALL RIVER COUNTY,
SOUTH DAKOTA

Respondent.

EQ 23-022

DECISION

An administrative hearing was held in the above matter on July 27, 2023. Petitioner, Vivos XPoint Investment Group, LLC (Petitioner or Vivos), appeared and testified at the hearing. Vivos was represented by attorney Mike Nadolski with Lynn, Jackson, Schultz, & LeBrun, PC. Appearing as witnesses for Vivos were Robert Vicino managing partner, and Charles King, MAI. Fall River County State’s Attorney Lance Russell represented Fall River County (County). Appearing as witness for the County was Lillian Heidebrink, the Director of Equalization for Fall River County.

ISSUES

Whether the subject property was assessed higher than market value and/or is assessed higher than comparable property?

FINDINGS OF FACT

1. The Legal Description of the assessed land parcels are:
 - a. PT of FHT Tract in the W ½ Sec 18, Sec 19, S1/2 N1/2, S1/2 of Sec 20, Secs 20 & 29 & 30, Twp 10, Rg 2, Less PT Tract Brunson of 75.63 A in Sec 18, Twp 10, Rg 2,
 - b. Solberg Tract, Secs 17 & 19, Twp 10, Rg 2,
 - c. Portion of FHT Tract in Sections 13-14-23-24-25-26-35 & Sec 36 Twp 10, Rg 1 (287 Igloos) less PT of Tract Brunson of 244.11A in Secs 13 & 14, 10-2,
 - d. Burton Hutton Tract in Sec 26-35-36 Twp 10, Rg 1 (48 Igloos).
2. Fall River County also appraised and assessed 479 individual bunkers that are located on the land parcels owned by Vivos. The general description of these bunkers are:
 - a. Leased Bunkers in Blocks B, D, E, and F,
 - b. Unleased Bunkers in Blocks A-H.

3. As of November 1, 2023, the County assessment of the subject property has an indicated total value of \$8,253,290. The land is valued by the County for \$2,629,460, and the bunkers for \$5,623,830.
4. Petitioner appeals the County assessment of the 479 bunkers or igloos and the four (4) parcels of land on which they are located.
5. The property is unique. It is a former military depot, the U.S. Army's Black Hills Ordnance Depot. On or about 1945, the U.S. military built more than 800 concrete, Quonset shaped bunkers to house ordnance or ammunition. The bunkers were used for about 25 years and then abandoned sometime in the 1960's.
6. The U.S. Government sold the land and bunkers to local ranchers. The land was grazed by different ranchers through the years.
7. On May 14, 2020, Petitioner purchased 4,895.79 acres from Fort Igloo Bunkers LLC. Petitioner purchased another 260 acres from S & S Land on May 19, 2020. The cost of the land was \$510 per acre or \$2,629,453. These 5,155.79 acres have 575 of the original 800 bunkers. Petitioner had leased the land for about three years prior to purchase.
8. The dirt-covered bunkers are 26 x 60 or 26 x 80 feet with 12-foot ceilings. Each bunker should have an exterior blast door. There are no windows or escape hatch or ventilation on unimproved bunkers.
9. The 800 bunkers are sited in Blocks labeled A-J. The subject property is Blocks A, B, part of C, D, E, F, and part of H. Each bunker has its own property number, i.e. A101.
10. There is one unimproved gravel road that runs through the complex. There is 400 feet between each of the bunkers. The leaseholder leases the bunker, 30 feet to each side and the rear of the bunker, and the frontage to the road/path.
11. Petitioner is in the process of leasing the bunkers in Blocks B, C, E, and F to individuals. He started this venture in 2017. These bunkers are advertised as survival shelters. The leases are 99-year leases with yearly and monthly payments and monthly dues.
12. The leaseholders are leased an empty, cleaned and repaired bunker. Any improvements to the bunker are the responsibility of the leaseholder. Permanent improvements to the structure are converted into real property as opposed to personal property.
13. Real Property improvements to the bunkers may include but are not limited to: exterior doors (blast doors), windows, permanent lighting fixtures, solar panels, septic and sewer lines, water lines to a central cistern, escape hatch, and air ventilation systems (snorkels).
14. Some of the lessees have made or brought in improvements that can be easily removed and are considered personal property, such as kitchens, propane tanks, and generators.

15. The County Equalization Office visited the subject property on September 27 and 28, 2022. They visited the property and appraised the 479 bunkers that could be reached by motor vehicle. They were not allowed an interior inspection of most of the leased bunkers. The appraisals were based upon observations from the exterior.
16. Based upon the interior inspection of empty bunkers, the Equalization Office determined that the amount of damage to the concrete structure was directly related to the amount of dirt covering the structure. The bunkers that are completely covered with dirt and grass have good interiors and little damage. The bunkers that have a quarter or half of the concrete exposed have some damage that can be repaired. The bunkers that are fully exposed have significant damage.
17. The County, when appraising the subject property, considered the Cost, Sales, and Income approaches. Because there are no sales of like properties, the sales approach was deemed not to be applicable. The Income approach was considered, as this is a commercial property, but the information provided by Vivos to the County seemed to be unreliable as the leases and incomes were not consistent in the paperwork provided.
18. The County deemed the Cost Approach to be the most reliable as this is a unique property which can be appraised by the material cost per square foot with adjustments for depreciation, improvements, or obsolescence.
19. The County, using the Vanguard computer-assisted mass appraisal (CAMA) system, found a base price of \$21.80 per square foot; \$45,344 for the 26x80 bunkers and \$34,008 for the 26x60 bunkers. The County then made adjustments for observed deteriorations or improvements resulting in a RCN (replacement cost new). This RCN was reduced by observed obsolescence, and a Map Factor of 0.9. The bunkers that are not leased received an additional 70% obsolescence factor. This results in the improvement value.
20. The observed improvements or deteriorations the County adjusted for were Condition, Physical Obsolescence, Functional Obsolescence, Other Obsolescence, Blast Door, Interior Finish, Electric, Plumbing, 3 Fixture Bath, Escape Hatch, Living Quarters without Air Conditioning, Air Filtration System, and Dirt Floor.
21. As of October 31, 2022, there were 134 leased bunkers. At least two bunkers are not leased but are improved.
22. Vivos has had to purchase back leases from a number of lessees. These bunkers are then available to be leased without further improvement costs.
23. One leaseholder sold their leasehold for Bunker E104 on October 22, 2022, for \$150,000. The price included 2 roll-off containers valued at \$11,000, solar equipment valued at \$73,000, a 2013 5th wheel camper, and a house with 2-car garage. This bunker and improvements are appraised by the County for \$157,030.

24. Similar adjacent properties sold in 2019 and 2021. In 2019, a local rancher purchased 5,073.46 acres for \$675 per acre. This land has 236 bunkers and 2 warehouses (larger military structures, above-ground). In 2021, another buyer purchased 2,619.67 acres for \$381.70 per acre. This land has 10 warehouses, a shed, and no bunkers.
25. The price per acre Vivos paid in 2020 for the property is just less than the median price per acre from these two sales. The County assessed the land value as the amount paid by Vivos in 2020.
26. In 2022, the County reclassified the subject property from agricultural to non-agricultural. Vivos opposed this reclassification as the property is still open grazed by cattle owned by the previous owners. Grazing rights for 15 years are part of the purchase agreement in 2020.
27. Vivos expert appraisal of the property was performed by Charles King, MAI, with King Appraisals. His report is based upon a visit to the property on or about July 4, 2023.
28. Mr. King's estimated value using both the Income and the Cost approach.
29. Mr. King used the Marshall and Swift valuation tool for the Cost approach. He valued the land at the same amount as the County and found the subject property value to be \$4,079,000. He found a replacement cost new per bunker at \$72,793. He reduced 35% for depreciation and 64.56% for obsolescence. He added \$8,000 to each leased bunker, and 2% depreciation was taken off for age. He then added the value of site improvements resulting in an improvement value of \$1,449,047.
30. Mr. King is of the opinion that the property should be appraised by the Income method, as opposed to the Cost Method, because it is a commercial property. The income approach is applied to properties that have a sustained net income flow.
31. Mr. King analyzed the profit and loss statements for Vivos XPoint for the last three years. During that time, the Net Operating Income for the subject property is \$764,330 per year. Using the rate of return on the business and factoring in the start-up costs, the unloaded CAP (capitalization) rate is 19.8%, the loaded CAP rate is 21.22%. He added in non-grazeable excess land value of \$258,000. The total Income approach value is \$4,121,586 for unloaded and \$3,860,000 for loaded.
32. Reconciling the numbers, Mr. King valued the subject property at \$3,900,000; with \$2,629,460 for the land and \$1,270,540 for the subject improvements.
33. Any additional findings included in the Reasoning section of this decision are incorporated herein by this reference.
34. To the extent any of the findings of fact are improperly designated and are instead conclusions of law, they are hereby redesignated and incorporated herein as conclusions of law.

REASONING

All real property in South Dakota is subject to taxation, unless expressly excepted. SDCL 10-4-1. Taxes on real property are based on value. SDCL 10-6-119 provides that property be assessed at its true and full value. SDCL 10-6-119 provides as follows:

The director shall individually assess each tract of real property at its fair market value. In determining the fair market value of property, the director may not adopt a lower or different standard of value because it is to serve as a basis of taxation. The director may not adopt as a criterion of value the price for which a tract of real property would sell at a forced sale, or in the aggregate with all other tracts of real property in the county. The director shall determine the fair market value by appropriate consideration of the cost approach, the market approach, and the income approach to appraisal. The director shall consider and document all elements of such approaches that are applicable prior to a determination of fair market value.

The Courts have said, “Simply asserting that the valuation was in excess of the true and full value does not make it so.... Taxpayer must demonstrate that the tax assessment was unjust and inequitable.” *Richter Enterprises Inc. v. Sully County*, 1997 S.D. 61, ¶14, 563 N.W.2d 841, 845. More recently, the Supreme Court clarified the burden of proof in county equalization cases:

We have previously stated that taxation disputes incorporate a presumption that tax officials act in accordance with the law and the taxpayer bears the burden to overcome the presumption. Taxpayers meet their burden to overcome this presumption by producing sufficient evidence to show the assessed valuation was in excess of true and full value, lacked uniformity in the same class, or was discriminatory.

Trask v. Meade Cnty. Comm'n, 2020 S.D. 25, ¶36 (internal quotes, citations, and footnote omitted).

The law in South Dakota sets the criteria for designation of agricultural land. SDCL 10-6-112. The law states in pertinent part:

For tax purposes, land is agricultural land if the land's principal use is devoted to the raising and harvesting of crops or timber or fruit trees, the rearing, feeding, and management of farm livestock, poultry, fish, or nursery stock, the production of bees and apiary products, or horticulture, all for intended profit. Agricultural land also includes woodland, wasteland, and pasture land, but only if the land is held and operated in conjunction with agricultural land and is under the same ownership. For purposes of this section, the term, principal use, means the primary use to which the land is devoted. This definition is intended to reference the primary and predominant use of the land as opposed to a mere secondary and incidental use.

SDCL 10-6-112 (emphasis added). It is uncontested that the land meets the legal size requirement. There are also cattle grazing on the land. However, the land is no longer devoted for or has the principal use of livestock or agricultural endeavors, for profit. The presence of cattle and grazing on this property is incidental or a secondary use, for the next few years.

The property is not well suited for grazing because of the bunkers. The land cost less than typical grazing land due to the bunkers. The property owners do not cultivate or promote the grass for grazing. The cattle have been injured on the improvements due to deterioration of the concrete. The unimproved bunkers have no ventilation except the doorway and testimony indicates that they are, at best, temporary shelter from the weather conditions. The doors of many bunkers were removed by ranchers to allow more ventilation. Just because the land has been used for grazing for over 50 years, does not mean that rangeland is the highest and best use of the property. See *Lincoln Township v. S.D. Board of Equalization*, 1996 S.D. 13, ¶16, 543 N.W.2d 256; and *Mortenson v. Stanley County*, 303 N.W.2d 107, 111 (S.D. 1981).

These bunkers were not meant to be residences. The exterior blast door, which opens out and not in, is the only ventilation on these bunkers. When improved with escape hatches or windows and air ventilation systems, these bunkers can be made more livable for short periods of time. The winter proved to be difficult for some families and testimony indicates that some leaseholders have broken their leases and/or have decided not to live in the bunker full-time.

Vivos denied the County entrance to view or inspect the interior of most leased bunkers. The lease arrangement provided by Vivos in hearing indicates that Vivos may enter a bunker with the lessee's consent, and 12-hours-notice, to inspect the structure.

Vivos leases these bunkers at an initial rate of \$45,000. The following years, 2-99, have ground rent of \$1,091 per year and common area dues of \$108 per month. Vivos annually adjusts rent and dues with a COLA (Cost of Living Adjustment) based upon the CPI (consumer price index). Leaseholders are responsible for any upgrades or improvements to the properties. Many of the improvements may be purchased through or arranged by Vivos.

The Highest and Best Use of the property is found by appraising each property "as though it were being put to its most profitable use (highest possible present net worth), given probable legal, physical, and financial constraints." *Glossary for Property Appraisal and Assessment, International Association Assessing Officers*, 1997. It is not dictated by the facts that cattle can graze freely and that some people use these improvements as residences. Neither use is appropriate for the subject property. Testimony indicates that traditional residential financing from organizations like Fannie Mae or Freddie Mac, is not available for the lease. Both uses are physically possible and legal, but the highest and best use is what use results in the highest value from the land.

Testimony indicates that grazing land in the local area rents for \$16 per acre. As grazing land, the subject property (4,420 grazing acres) is worth an estimated \$70,720 a year with minimal expense. The income and expense statements from Vivos indicate the annual net operating income is around \$764,330. The highest value from the land is not grazing land. The highest

value is for leasing bunkers or for commercial non-agricultural property. The land and the bunkers together have value. The bunkers create a more profitable use for the land, than it being vacant land. This is not residential property or agricultural property. Leased long-term storage or warehouse in a commercial setting, is the highest and best use.

The Income Approach measures the typical and anticipated long term income, capitalized into an estimate of valuation. Simply stated, the Income Approach starts with estimating the Potential Gross Income at 100% occupancy. Annual expenses, excluding property taxes, are deducted from the gross income leaving the net operating income. The Net Income is divided by a loaded capitalization rate to find value.

The income approach to value is based on the assumption that market value is related to the market rent or income that a property can be expected to earn. The income approach to value is required in the valuation of two-unit to four-unit properties and may be appropriate in neighborhoods that consist of one-unit properties when there is a substantial rental market. The income approach to value may not be appropriate in areas that consist mostly of owner-occupied properties because adequate rental data does not exist for those areas.

Fannie Mae Single Family Selling Guide, B4-1.3-10, Cost and Income Approach to Value (4/15/2014), pg 575, published August 2, 2023.

As a general rule, when appraising a property for tax purposes, property taxes are not known for the coming year, so they cannot be used as an expense. The effective tax rate is known, so it is added to the CAP rate, hence the term “loaded”. This prevents the taxpayer from “double dipping” or using the property taxes twice. In the Vivos analysis, the taxes were listed as an expense and the CAP rate was loaded. This may be done for an appraisal for some purposes but is inappropriate for this purpose.

The Income Approach is well suited to appraise commercial businesses with steady income that are bought and sold based upon future income. It measures the future value of the business at 100% capacity. The current number of leases is about 30%. Until Vivos leases 250 bunkers, they estimate that the business will not be profitable. That is a credible estimate. As of October 31, 2022, there were only 134 active leases. The appraiser is left to estimate and predict income at 100% capacity when it has taken six years to improve and lease only 134 of 479 properties. This leads to vague and doubtful results.

The Potential Gross Income is typically found using Market rent and not Contract rent. There is no mass market or local market for the lease of survival shelters or concrete bunkers. There may be a market for storage unit rentals, but the local CAP rate for storage was not provided. This venture by Vivos is one-of-a-kind in this area. Therefore, there is no market rent, and the Potential Gross Income is skewed by only using the contract rent. To make an appraisal, the Capitalization Rate is typically corroborated and found by using the rate of return for similar properties. There are no similar properties, so Vivos validated the CAP rate against site-built residential subdivisions which are too dissimilar to be considered accurate.

The limitations of finding value with the Income Approach confirms that another approach is more reliable. This property is too unique to use a residential or planned development CAP rate. There is no similar market so the Potential Income numbers gleaned from the Contract rents and estimates of future rents, are not appropriate. Until more of the bunkers are improved and the lease numbers increase, the Cost Approach is more reliable.

The Cost Approach is better suited for unique properties such as this. The land is valued by the market approach. The improvements, the bunkers, are given value as they are the purpose of the land purchase and the purpose of the commercial enterprise. Without the bunkers, Vivos XPoint would likely not own the subject property.

Both parties ran the Cost Approach method, but the County's method looked at each individual property, as required by law. Vivos's method was to take the full Replacement Cost and divide by the number of bunkers and add in an average improvement to only the leased bunkers. In contrast, the County meticulously noted each of the 479 bunkers and all observable deterioration and improvements. These bunkers were each given a value based upon what was observed. Value was added to those bunkers with improvements, not just those that are leased. Improved bunkers have more value than unimproved. Leased bunkers are given less obsolescence than unleased.

The individual bunker values found by the County are attached this Decision in Addendum A. The descriptions of each bunker found on the county property cards, is detailed and reliable.

CONCLUSIONS OF LAW

1. The Office of Hearing Examiners has jurisdiction over the parties and the subject matter of this appeal pursuant to the provisions of SDCL 1-26D, 10-10-11 and 10-11-42.
2. SDCL 10-3-16. "The director of equalization shall assess for taxation all property subject to taxation, except property which the secretary of revenue has been directed to assess, which is situated in the county or municipality for which the director is appointed, including all property located within the corporate limits of each municipality.
3. Fall River County assessed the property based upon the Cost approach using the Vanguard cost tool. The land values were found using the Market approach.
4. The County considered but did not use either the Market or the Income approach to value the subject property.
5. The County has met their burden to show that the property is assessed for full and true value; the value is more than 85% and less than 100% of the market value. SDCL 10-6-121.
6. The County acted in accordance with the law in valuing the subject property.

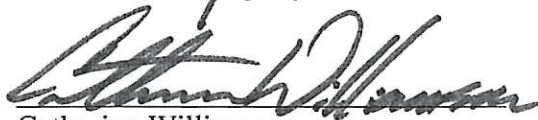
7. The highest and best use of the property is commercial leased storage or warehouse, non-agricultural. The subject property is not residential.
8. The subject property land is not agricultural land as any ag use is secondary or incidental and not a principal use of the property. SDCL 10-6-112
9. Vivos has not shown that the assessed value is in excess of true and full value, lacks uniformity in the same class, or is discriminatory. Petitioner has not met their burden.
10. The subject land is valued at a total of \$2,629,460. Divided by parcel as:

a. Parcel #04000-01002-162-10	\$ 870,310.00
b. Parcel #04000-01002-181-00	\$ 132,600.00
c. Parcel #32000-01001-131-00	\$ 1,463,480.00
d. Parcel #32000-01001-261-00	\$ 163,070.00
11. The subject improvements are valued at a total of \$5,623,830. The individual parcel numbers and values are attached and included to the Decision as Addendum A.
12. Any additional conclusions of law included in the Reasoning section of this decision are incorporated herein by this reference.
13. Any Conclusions of Law in the reasoning section of this decision are incorporated herein by reference. To the extent any of the foregoing are improperly designated and are instead findings of fact, they are hereby redesignated and incorporated herein as findings of fact.

ORDER

It is the Order of the Hearing Examiner that the decision of the Fall River County Board of Equalization be affirmed. The Petitioner's property at issue in this hearing is assessed at \$8,253,290; the land is valued at \$2,629,460 and the improvements at \$5,623,830.

Dated August 18, 2023.



Catherine Williamson
Office of Hearing Examiners

NOTICE: This is the final decision in this matter unless you appeal the decision directly to circuit court within 30 days after this Order has been served on you. Decisions of the circuit court may be appealed to the South Dakota Supreme Court.

CERTIFICATE OF SERVICE

I certify that on August 18, 2023, at Pierre, South Dakota, a true and correct copy of the Decision in the above-entitled matter was sent Certified via U.S. Mail to each party listed below.



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Administrative Assistant

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SUE GANJE
FALL RIVER CO AUDITOR
906 NORTH RIVER STREET
HOT SPRINGS SD 57747-1398

SECRETARY MICHAEL HOUDYSHELL
DEPARTMENT OF REVENUE
445 E CAPITOL AVENUE
PIERRE SD 57501

	A	B	C	D	E
1	Parcel	Unit	Assessment	Type	As of 10/31/22
2	04990-00100-001-01	A101	\$ 4,390.00	Bunker	Not Leased
3	04990-00100-001-02	A102	\$ 4,390.00	Bunker	Not Leased
4	04990-00100-001-03	A103	\$ 4,390.00	Bunker	Not Leased
5	04990-00100-001-04	A104	\$ 4,390.00	Bunker	Not Leased
6	04990-00100-002-01	A201	\$ 4,390.00	Bunker	Not Leased
7	04990-00100-002-02	A202	\$ 4,390.00	Bunker	Not Leased
8	04990-00100-002-03	A203	\$ 4,390.00	Bunker	Not Leased
9	04990-00100-002-04	A204	\$ 4,390.00	Bunker	Not Leased
10	04990-00100-003-01	A301	\$ 4,390.00	Bunker	Not Leased
11	04990-00100-003-02	A302	\$ 4,390.00	Bunker	Not Leased
12	04990-00100-003-03	A303	\$ 4,390.00	Bunker	Not Leased
13	04990-00100-003-04	A304	\$ 4,390.00	Bunker	Not Leased
14	04990-00100-003-05	A305	\$ 4,390.00	Bunker	Not Leased
15	04990-00100-004-01	A401	\$ 4,390.00	Bunker	Not Leased
16	04990-00100-004-02	A402	\$ 4,390.00	Bunker	Not Leased
17	04990-00100-004-03	A403	\$ 4,390.00	Bunker	Not Leased
18	04990-00100-004-04	A404	\$ 4,390.00	Bunker	Not Leased
19	04990-00100-005-01	A501	\$ 4,390.00	Bunker	Not Leased
20	04990-00100-005-02	A502	\$ 4,390.00	Bunker	Not Leased
21	04990-00100-005-03	A503	\$ 4,390.00	Bunker	Not Leased
22	04990-00100-005-04	A504	\$ 4,390.00	Bunker	Not Leased
23	04990-00100-006-01	A601	\$ 4,390.00	Bunker	Not Leased
24	04990-00100-006-02	A602	\$ 4,390.00	Bunker	Not Leased
25	04990-00100-006-03	A603	\$ 4,390.00	Bunker	Not Leased
26	04990-00100-006-04	A604	\$ 4,390.00	Bunker	Not Leased
27	04990-00100-007-01	A701	\$ 4,390.00	Bunker	Not Leased
28	04990-00100-007-02	A702	\$ 4,390.00	Bunker	Not Leased
29	04990-00100-008-01	A801	\$ 4,390.00	Bunker	Not Leased
30	04990-00100-008-02	A802	\$ 4,390.00	Bunker	Not Leased
31	04990-00100-008-03	A803	\$ 4,390.00	Bunker	Not Leased
32	04990-00100-008-04	A804	\$ 4,390.00	Bunker	Not Leased
33	04990-00100-008-05	A805	\$ 4,390.00	Bunker	Not Leased
34	04990-00100-009-01	A901	\$ 4,390.00	Bunker	Not Leased
35	04990-00100-009-02	A902	\$ 4,390.00	Bunker	Not Leased
36	04990-00100-009-03	A903	\$ 4,390.00	Bunker	Not Leased
37	04990-00100-009-04	A904	\$ 4,390.00	Bunker	Not Leased
38	04990-00100-009-05	A905	\$ 4,390.00	Bunker	Not Leased
39	04990-00100-009-06	A906	\$ 4,390.00	Bunker	Not Leased
40	04990-00100-010-01	A1001	\$ 4,390.00	Bunker	Not Leased
41	04990-00100-010-02	A1002	\$ 4,390.00	Bunker	Not Leased
42	04990-00100-010-03	A1003	\$ 4,390.00	Bunker	Not Leased
43	04990-00100-010-04	A1004	\$ 4,390.00	Bunker	Not Leased
44	04990-00100-010-05	A1005	\$ 4,390.00	Bunker	Not Leased
45	04990-00100-011-01	A1101	\$ 4,390.00	Bunker	Not Leased
46	04990-00100-011-02	A1102	\$ 4,390.00	Bunker	Not Leased
47	04990-00100-011-03	A1103	\$ 4,390.00	Bunker	Not Leased

ADDENDUM A

EQ #23-22

	A	B	C	D	E
1	Parcel	Unit	Assessment	Type	As of 10/31/22
48	04990-00100-011-04	A1104	\$ 4,390.00	Bunker	Not Leased
49	04990-00100-011-05	A1105	\$ 4,390.00	Bunker	Not Leased
50	04990-00100-011-06	A1106	\$ 4,390.00	Bunker	Not Leased
51	04990-00100-012-01	A1201	\$ 4,390.00	Bunker	Not Leased
52	04990-00100-012-02	A1202	\$ 4,390.00	Bunker	Not Leased
53	04990-00100-012-03	A1203	\$ 4,390.00	Bunker	Not Leased
54	04990-00100-012-04	A1204	\$ 4,390.00	Bunker	Not Leased
55	04990-00100-012-05	A1205	\$ 4,390.00	Bunker	Not Leased
56	04990-00100-012-06	A1206	\$ 4,390.00	Bunker	Not Leased
57	04990-00100-012-07	A1207	\$ 4,390.00	Bunker	Not Leased
58	04990-00100-012-08	A1208	\$ 4,390.00	Bunker	Not Leased
59	04990-00100-012-09	A1209	\$ 4,390.00	Bunker	Not Leased
60	04990-00100-013-01	A1301	\$ 4,390.00	Bunker	Not Leased
61	04990-00100-013-02	A1302	\$ 4,390.00	Bunker	Not Leased
62	04990-00100-013-03	A1303	\$ 4,390.00	Bunker	Not Leased
63	04990-00100-013-04	A1304	\$ 4,390.00	Bunker	Not Leased
64	04990-00100-013-05	A1305	\$ 4,390.00	Bunker	Not Leased
65	04990-00100-013-06	A1306	\$ 4,390.00	Bunker	Not Leased
66	04990-00100-013-07	A1307	\$ 4,390.00	Bunker	Not Leased
67	04990-00100-013-08	A1308	\$ 4,390.00	Bunker	Not Leased
68	04990-00100-013-09	A1309	\$ 4,390.00	Bunker	Not Leased
69	04990-00100-013-10	A1310	\$ 4,390.00	Bunker	Not Leased
70	04990-00100-013-11	A1311	\$ 4,390.00	Bunker	Not Leased
71	04990-00100-014-01	A1401	\$ 4,390.00	Bunker	Not Leased
72	04990-00100-014-02	A1402	\$ 4,390.00	Bunker	Not Leased
73	04990-00100-014-03	A1403	\$ 4,390.00	Bunker	Not Leased
74	04990-00100-014-04	A1404	\$ 4,390.00	Bunker	Not Leased
75	04990-00100-014-05	A1405	\$ 4,390.00	Bunker	Not Leased
76	04990-00100-014-06	A1406	\$ 4,390.00	Bunker	Not Leased
77	04990-00100-014-07	A1407	\$ 4,390.00	Bunker	Not Leased
78	04990-00100-014-08	A1408	\$ 4,390.00	Bunker	Not Leased
79	04990-00100-015-01	A1501	\$ 4,390.00	Bunker	Not Leased
80	04990-00100-015-02	A1502	\$ 4,390.00	Bunker	Not Leased
81	04990-00100-015-03	A1503	\$ 4,390.00	Bunker	Not Leased
82	04990-00100-015-04	A1504	\$ 4,390.00	Bunker	Not Leased
83	04990-00100-015-05	A1505	\$ 4,390.00	Bunker	Not Leased
84	04990-00100-015-06	A1506	\$ 4,390.00	Bunker	Not Leased
85	04990-00100-015-07	A1507	\$ 4,390.00	Bunker	Not Leased
86	04990-00100-015-08	A1508	\$ 4,390.00	Bunker	Not Leased
87	04990-00100-016-01	A1601	\$ 4,390.00	Bunker	Not Leased
88	04990-00100-016-02	A1602	\$ 4,390.00	Bunker	Not Leased
89	04990-00100-016-03	A1603	\$ 4,390.00	Bunker	Not Leased
90	04990-00100-016-04	A1604	\$ 4,390.00	Bunker	Not Leased
91	04990-00100-016-05	A1605	\$ 4,390.00	Bunker	Not Leased
92	04990-00100-016-06	A1606	\$ 4,390.00	Bunker	Not Leased
93	04990-00100-017-01	A1701	\$ 4,390.00	Bunker	Not Leased

ADDENDUM A

EQ #23-22

	A	B	C	D	E
1	Parcel	Unit	Assessment	Type	As of 10/31/22
94	04990-00100-017-02	A1702	\$ 4,390.00	Bunker	Not Leased
95	04990-00100-017-03	A1703	\$ 4,390.00	Bunker	Not Leased
96	04990-00100-017-04	A1704	\$ 4,390.00	Bunker	Not Leased
97	04990-00100-017-05	A1705	\$ 4,390.00	Bunker	Not Leased
98	04990-00100-018-01	A1801	\$ 4,390.00	Bunker	Not Leased
99	04990-00100-018-02	A1802	\$ 4,390.00	Bunker	Not Leased
100	04990-00100-018-03	A1803	\$ 4,390.00	Bunker	Not Leased
101	04990-00200-001-01	B101	\$ 17,430.00	Bunker	Leased
102	04990-00200-001-02	B102	\$ 14,520.00	Bunker	Leased
103	04990-00200-001-03	B103	\$ 2,210.00	Bunker	Not Leased
104	04990-00200-001-04	B104	\$ 3,630.00	Bunker	Not Leased
105	04990-00200-001-05	B105	\$ 5,230.00	Bunker	Not Leased
106	04990-00200-001-06	B106	\$ 4,930.00	Bunker	Not Leased
107	04990-00200-001-07	B107	\$ 7,120.00	Bunker	Not Leased
108	04990-00200-001-08	B108	\$ 7,120.00	Bunker	Leased
109	04990-00200-001-09	B109	\$ 6,760.00	Bunker	Leased
110	04990-00200-001-10	B110	\$ 17,850.00	Bunker	Leased
111	04990-00200-002-01	B201	\$ 18,790.00	Bunker	Leased
112	04990-00200-002-02	B202	\$ 20,330.00	Bunker	Leased
113	04990-00200-002-03	B203	\$ 18,790.00	Bunker	Leased
114	04990-00200-002-04	B204	\$ 3,630.00	Bunker	Not Leased
115	04990-00200-002-05	B205	\$ 21,920.00	Bunker	Leased
116	04990-00200-002-06	B206	\$ 18,790.00	Bunker	Leased
117	04990-00200-002-07	B207	\$ 21,920.00	Bunker	Leased
118	04990-00200-003-01	B301	\$ 15,660.00	Bunker	Leased
119	04990-00200-003-02	B302	\$ 5,230.00	Bunker	Not Leased
120	04990-00200-003-03	B303	\$ 16,430.00	Bunker	Leased
121	04990-00200-003-04	B304	\$ 16,430.00	Bunker	Leased
122	04990-00200-003-05	B305	\$ 17,430.00	Bunker	Leased
123	04990-00200-003-06	B306	\$ 3,630.00	Bunker	Not Leased
124	04990-00200-003-07	B307	\$ 17,430.00	Bunker	Leased
125	04990-00200-003-08	B308	\$ 17,430.00	Bunker	Leased
126	04990-00200-004-01	B401	\$ 5,230.00	Bunker	Not Leased
127	04990-00200-004-02	B402	\$ 5,230.00	Bunker	Not Leased
128	04990-00200-004-03	B403	\$ 4,970.00	Bunker	Not Leased
129	04990-00200-004-04	B404	\$ 5,230.00	Bunker	Not Leased
130	04990-00200-004-05	B405	\$ 5,230.00	Bunker	Not Leased
131	04990-00200-004-06	B406	\$ 20,330.00	Bunker	Leased
132	04990-00200-005-01	B501	\$ 5,230.00	Bunker	Not Leased
133	04990-00200-005-02	B502	\$ 4,970.00	Bunker	Not Leased
134	04990-00200-005-03	B503	\$ 7,120.00	Bunker	Not Leased
135	04990-00200-005-04	B504	\$ 3,450.00	Bunker	Not Leased
136	04990-00200-006-01	B601	\$ 6,760.00	Bunker	Not Leased
137	04990-00200-006-02	B602	\$ 5,230.00	Bunker	Not Leased
138	04990-00200-006-03	B603	\$ 6,760.00	Bunker	Not Leased
139	04990-00200-006-04	B604	\$ 4,970.00	Bunker	Not Leased

	A	B	C	D	E
1	Parcel	Unit	Assessment	Type	As of 10/31/22
140	04990-00200-006-05	B605	\$ 6,760.00	Bunker	Not Leased
141	04990-00200-006-06	B606	\$ 5,230.00	Bunker	Not Leased
142	04990-00200-006-07	B607	\$ 5,230.00	Bunker	Not Leased
143	04990-00200-007-01	B701	\$ 5,230.00	Bunker	Not Leased
144	04990-00200-007-02	B702	\$ 5,230.00	Bunker	Not Leased
145	04990-00200-007-03	B703	\$ 7,120.00	Bunker	Not Leased
146	04990-00200-007-04	B704	\$ 5,230.00	Bunker	Not Leased
147	04990-00200-007-05	B705	\$ 5,230.00	Bunker	Not Leased
148	04990-00200-007-06	B706	\$ 6,760.00	Bunker	Not Leased
149	04990-00200-007-07	B707	\$ 4,970.00	Bunker	Not Leased
150	04990-00200-007-08	B708	\$ 3,450.00	Bunker	Not Leased
151	04990-00200-007-09	B709	\$ 4,970.00	Bunker	Not Leased
152	04990-00300-003-01	C301	\$ 3,090.00	Bunker	Not Leased
153	04990-00300-004-01	C401	\$ 4,970.00	Bunker	Not Leased
154	04990-00300-004-02	C402	\$ 4,710.00	Bunker	Not Leased
155	04990-00300-004-03	C403	\$ 4,710.00	Bunker	Not Leased
156	04990-00300-005-01	C501	\$ 4,710.00	Bunker	Not Leased
157	04990-00300-005-02	C502	\$ 5,230.00	Bunker	Not Leased
158	04990-00300-005-03	C503	\$ 4,970.00	Bunker	Not Leased
159	04990-00300-005-04	C504	\$ 4,970.00	Bunker	Not Leased
160	04990-00300-005-05	C505	\$ 4,970.00	Bunker	Not Leased
161	04990-00300-006-01	C601	\$ 5,230.00	Bunker	Not Leased
162	04990-00300-006-02	C602	\$ 4,970.00	Bunker	Not Leased
163	04990-00300-006-03	C603	\$ 5,230.00	Bunker	Not Leased
164	04990-00300-006-04	C604	\$ 5,230.00	Bunker	Not Leased
165	04990-00300-006-05	C605	\$ 5,230.00	Bunker	Not Leased
166	04990-00300-006-06	C606	\$ 37,750.00	Bunker	Leased
167	04990-00400-001-01	D101	\$ 4,390.00	Bunker	Not Leased
168	04990-00400-001-02	D102	\$ 4,390.00	Bunker	Not Leased
169	04990-00400-001-03	D103	\$ 4,390.00	Bunker	Not Leased
170	04990-00400-001-04	D104	\$ 4,390.00	Bunker	Not Leased
171	04990-00400-001-05	D105	\$ 4,390.00	Bunker	Not Leased
172	04990-00400-001-06	D106	\$ 4,390.00	Bunker	Not Leased
173	04990-00400-001-07	D107	\$ 4,390.00	Bunker	Not Leased
174	04990-00400-001-08	D108	\$ 4,390.00	Bunker	Not Leased
175	04990-00400-001-09	D109	\$ 4,390.00	Bunker	Not Leased
176	04990-00400-002-01	D201	\$ 4,390.00	Bunker	Not Leased
177	04990-00400-002-02	D202	\$ 4,390.00	Bunker	Not Leased
178	04990-00400-002-03	D203	\$ 4,390.00	Bunker	Not Leased
179	04990-00400-002-04	D204	\$ 4,390.00	Bunker	Not Leased
180	04990-00400-002-05	D205	\$ 4,390.00	Bunker	Not Leased
181	04990-00400-002-06	D206	\$ 4,390.00	Bunker	Not Leased
182	04990-00400-002-07	D207	\$ 4,390.00	Bunker	Not Leased
183	04990-00400-002-08	D208	\$ 4,390.00	Bunker	Not Leased
184	04990-00400-002-09	D209	\$ 4,390.00	Bunker	Not Leased
185	04990-00400-002-10	D210	\$ 4,390.00	Bunker	Not Leased

	A	B	C	D	E
I	Parcel	Unit	Assessment	Type	As of 10/31/22
186	04990-00400-002-11	D211	\$ 4,390.00	Bunker	Not Leased
187	04990-00400-003-01	D301	\$ 4,390.00	Bunker	Not Leased
188	04990-00400-003-02	D302	\$ 4,390.00	Bunker	Not Leased
189	04990-00400-003-03	D303	\$ 4,390.00	Bunker	Not Leased
190	04990-00400-003-04	D304	\$ 4,390.00	Bunker	Not Leased
191	04990-00400-003-05	D305	\$ 4,390.00	Bunker	Not Leased
192	04990-00400-003-06	D306	\$ 4,390.00	Bunker	Not Leased
193	04990-00400-003-07	D307	\$ 4,390.00	Bunker	Not Leased
194	04990-00400-003-08	D308	\$ 4,390.00	Bunker	Not Leased
195	04990-00400-003-09	D309	\$ 4,390.00	Bunker	Not Leased
196	04990-00400-003-10	D310	\$ 4,390.00	Bunker	Not Leased
197	04990-00400-003-11	D311	\$ 4,390.00	Bunker	Not Leased
198	04990-00400-003-12	D312	\$ 4,390.00	Bunker	Not Leased
199	04990-00400-003-13	D313	\$ 4,390.00	Bunker	Not Leased
200	04990-00400-004-01	D401	\$ 4,390.00	Bunker	Not Leased
201	04990-00400-004-02	D402	\$ 4,390.00	Bunker	Not Leased
202	04990-00400-004-03	D403	\$ 4,390.00	Bunker	Not Leased
203	04990-00400-004-04	D404	\$ 4,390.00	Bunker	Not Leased
204	04990-00400-004-05	D405	\$ 4,390.00	Bunker	Not Leased
205	04990-00400-004-06	D406	\$ 4,390.00	Bunker	Not Leased
206	04990-00400-004-07	D407	\$ 4,390.00	Bunker	Not Leased
207	04990-00400-004-08	D408	\$ 4,390.00	Bunker	Not Leased
208	04990-00400-004-09	D409	\$ 4,390.00	Bunker	Not Leased
209	04990-00400-004-10	D410	\$ 4,390.00	Bunker	Not Leased
210	04990-00400-004-11	D411	\$ 4,390.00	Bunker	Not Leased
211	04990-00400-004-12	D412	\$ 4,390.00	Bunker	Not Leased
212	04990-00400-004-13	D413	\$ 4,390.00	Bunker	Not Leased
213	04990-00400-005-01	D501	\$ 4,390.00	Bunker	Not Leased
214	04990-00400-005-02	D502	\$ 4,390.00	Bunker	Not Leased
215	04990-00400-005-03	D503	\$ 4,390.00	Bunker	Not Leased
216	04990-00400-005-04	D504	\$ 4,390.00	Bunker	Not Leased
217	04990-00400-005-05	D505	\$ 4,390.00	Bunker	Not Leased
218	04990-00400-005-06	D506	\$ 4,390.00	Bunker	Not Leased
219	04990-00400-005-07	D507	\$ 4,390.00	Bunker	Not Leased
220	04990-00400-005-08	D508	\$ 4,390.00	Bunker	Not Leased
221	04990-00400-005-09	D509	\$ 4,390.00	Bunker	Not Leased
222	04990-00400-005-10	D510	\$ 4,390.00	Bunker	Not Leased
223	04990-00400-005-11	D511	\$ 4,390.00	Bunker	Not Leased
224	04990-00400-005-12	D512	\$ 4,390.00	Bunker	Not Leased
225	04990-00400-005-13	D513	\$ 4,390.00	Bunker	Not Leased
226	04990-00400-005-14	D514	\$ 4,390.00	Bunker	Not Leased
227	04990-00400-006-01	D601	\$ 4,390.00	Bunker	Not Leased
228	04990-00400-006-02	D602	\$ 4,390.00	Bunker	Not Leased
229	04990-00400-006-03	D603	\$ 4,390.00	Bunker	Not Leased
230	04990-00400-006-04	D604	\$ 4,390.00	Bunker	Not Leased
231	04990-00400-006-05	D605	\$ 4,390.00	Bunker	Not Leased

	A	B	C	D	E
1	Parcel	Unit	Assessment	Type	As of 10/31/22
232	04990-00400-006-06	D606	\$ 4,390.00	Bunker	Not Leased
233	04990-00400-006-07	D607	\$ 4,390.00	Bunker	Not Leased
234	04990-00400-006-08	D608	\$ 4,390.00	Bunker	Not Leased
235	04990-00400-006-09	D609	\$ 4,390.00	Bunker	Not Leased
236	04990-00400-006-10	D610	\$ 4,390.00	Bunker	Not Leased
237	04990-00400-006-11	D611	\$ 4,390.00	Bunker	Not Leased
238	04990-00400-006-12	D612	\$ 4,390.00	Bunker	Not Leased
239	04990-00400-006-13	D613	\$ 4,390.00	Bunker	Not Leased
240	04990-00400-006-14	D614	\$ 4,390.00	Bunker	Not Leased
241	04990-00400-006-15	D615	\$ 4,390.00	Bunker	Not Leased
242	04990-00400-006-16	D616	\$ 4,390.00	Bunker	Not Leased
243	04990-00400-006-17	D617	\$ 4,390.00	Bunker	Not Leased
244	04990-00400-007-01	D701	\$ 4,390.00	Bunker	Not Leased
245	04990-00400-007-02	D702	\$ 4,390.00	Bunker	Not Leased
246	04990-00400-007-03	D703	\$ 4,390.00	Bunker	Not Leased
247	04990-00400-007-04	D704	\$ 4,390.00	Bunker	Not Leased
248	04990-00400-007-05	D705	\$ 4,390.00	Bunker	Not Leased
249	04990-00400-007-06	D706	\$ 4,390.00	Bunker	Not Leased
250	04990-00400-007-07	D707	\$ 4,390.00	Bunker	Not Leased
251	04990-00400-007-08	D708	\$ 4,390.00	Bunker	Not Leased
252	04990-00400-007-09	D709	\$ 4,390.00	Bunker	Not Leased
253	04990-00400-007-10	D710	\$ 4,390.00	Bunker	Not Leased
254	04990-00400-007-11	D711	\$ 4,390.00	Bunker	Not Leased
255	04990-00400-007-12	D712	\$ 4,390.00	Bunker	Not Leased
256	04990-00400-007-13	D713	\$ 4,390.00	Bunker	Not Leased
257	04990-00400-007-14	D714	\$ 4,390.00	Bunker	Not Leased
258	04990-00400-007-15	D715	\$ 4,390.00	Bunker	Not Leased
259	04990-00400-008-01	D801	\$ 4,390.00	Bunker	Not Leased
260	04990-00400-008-02	D802	\$ 4,390.00	Bunker	Not Leased
261	04990-00400-008-03	D803	\$ 4,390.00	Bunker	Not Leased
262	04990-00400-008-04	D804	\$ 4,390.00	Bunker	Not Leased
263	04990-00400-008-05	D805	\$ 4,390.00	Bunker	Not Leased
264	04990-00400-008-06	D806	\$ 4,390.00	Bunker	Not Leased
265	04990-00400-008-07	D807	\$ 4,390.00	Bunker	Not Leased
266	04990-00400-008-08	D808	\$ 4,390.00	Bunker	Not Leased
267	04990-00500-001-01	E101	\$ 23,790.00	Bunker	Leased
268	04990-00500-001-02	E102	\$ 16,910.00	Bunker	Leased
269	04990-00500-001-03	E103	\$ 16,640.00	Bunker	Leased
270	04990-00500-001-04	E104	\$ 157,030.00	Bunker	Leased
271	04990-00500-001-05	E105	\$ 18,250.00	Bunker	Leased
272	04990-00500-001-06	E106	\$ 15,930.00	Bunker	Leased
273	04990-00500-001-07	E107	\$ 19,420.00	Bunker	Leased
274	04990-00500-001-08	E108	\$ 13,010.00	Bunker	Not Leased
275	04990-00500-001-09	E109	\$ 18,580.00	Bunker	Leased
276	04990-00500-001-10	E110	\$ 16,560.00	Bunker	Leased
277	04990-00500-001-11	E111	\$ 16,780.00	Bunker	Leased

	A	B	C	D	E
1	Parcel	Unit	Assessment	Type	As of 10/31/22
278	04990-00500-001-12	E112	\$ 3,270.00	Bunker	Not Leased
279	04990-00500-001-13	E113	\$ 20,820.00	Bunker	Leased
280	04990-00500-001-14	E114	\$ 21,620.00	Bunker	Leased
281	04990-00500-001-15	E115	\$ 17,670.00	Bunker	Not Leased
282	04990-00500-001-16	E116	\$ 16,910.00	Bunker	Leased
283	04990-00500-001-17	E117	\$ 18,970.00	Bunker	Leased
284	04990-00500-001-18	E118	\$ 18,880.00	Bunker	Leased
285	04990-00500-002-01	E201	\$ 17,310.00	Bunker	Not Leased
286	04990-00500-002-02	E202	\$ 19,960.00	Bunker	Leased
287	04990-00500-002-03	E203	\$ 18,160.00	Bunker	Leased
288	04990-00500-002-04	E204	\$ 15,170.00	Bunker	Leased
289	04990-00500-002-05	E205	\$ 22,450.00	Bunker	Leased
290	04990-00500-002-06	E206	\$ 63,280.00	Bunker	Leased
291	04990-00500-002-07	E207	\$ 18,790.00	Bunker	Leased
292	04990-00500-002-08	E208	\$ 18,790.00	Bunker	Leased
293	04990-00500-002-09	E209	\$ 17,850.00	Bunker	Leased
294	04990-00500-002-10	E210	\$ 2,090.00	Bunker	Not Leased
295	04990-00500-002-11	E211	\$ 16,560.00	Bunker	Leased
296	04990-00500-002-12	E212	\$ 17,250.00	Bunker	Leased
297	04990-00500-002-13	E213	\$ 17,560.00	Bunker	Leased
298	04990-00500-002-14	E214	\$ 17,850.00	Bunker	Leased
299	04990-00500-002-15	E215	\$ 60,080.00	Bunker	Leased
300	04990-00500-002-16	E216	\$ 19,510.00	Bunker	Leased
301	04990-00500-002-17	E217	\$ 14,870.00	Bunker	Leased
302	04990-00500-002-18	E218	\$ 20,820.00	Bunker	Leased
303	04990-00500-002-19	E219	\$ 16,910.00	Bunker	Leased
304	04990-00500-003-01	E301	\$ 18,590.00	Bunker	Leased
305	04990-00500-003-02	E302	\$ 18,790.00	Bunker	Leased
306	04990-00500-003-03	E303	\$ 28,030.00	Bunker	Leased
307	04990-00500-003-04	E304	\$ 25,300.00	Bunker	Leased
308	04990-00500-003-05	E305	\$ 42,180.00	Bunker	Leased
309	04990-00500-003-06	E306	\$ 15,660.00	Bunker	Leased
310	04990-00500-003-07	E307	\$ 3,270.00	Bunker	Not Leased
311	04990-00500-003-08	E308	\$ 19,240.00	Bunker	Leased
312	04990-00500-003-09	E309	\$ 4,970.00	Bunker	Leased
313	04990-00500-003-10	E310	\$ 39,740.00	Bunker	Leased
314	04990-00500-003-11	E311	\$ 18,280.00	Bunker	Not Leased
315	04990-00500-003-12	E312	\$ 4,710.00	Bunker	Not Leased
316	04990-00500-003-13	E313	\$ 17,430.00	Bunker	Leased
317	04990-00500-003-14	E314	\$ 4,970.00	Bunker	Leased
318	04990-00500-003-15	E315	\$ 18,540.00	Bunker	Not Leased
319	04990-00500-003-16	E316	\$ 16,560.00	Bunker	Leased
320	04990-00500-004-01	E401	\$ 1,170.00	Bunker	Not Leased
321	04990-00500-004-02	E402	\$ 1,110.00	Bunker	Not Leased
322	04990-00500-004-03	E403	\$ 54,210.00	Bunker	Leased
323	04990-00500-004-04	E404	\$ 20,780.00	Bunker	Leased

	A	B	C	D	E
1	Parcel	Unit	Assessment	Type	As of 10/31/22
324	04990-00500-004-05	E405	\$ 17,850.00	Bunker	Leased
325	04990-00500-004-06	E406	\$ 18,790.00	Bunker	Leased
326	04990-00500-004-07	E407	\$ 63,240.00	Bunker	Leased
327	04990-00500-004-08	E408	\$ 19,240.00	Bunker	Leased
328	04990-00500-004-09	E409	\$ 72,280.00	Bunker	Leased
329	04990-00500-004-10	E410	\$ 17,850.00	Bunker	Leased
330	04990-00500-004-11	E411	\$ 17,850.00	Bunker	Leased
331	04990-00500-004-12	E412	\$ 3,270.00	Bunker	Leased
332	04990-00500-004-13	E413	\$ 17,560.00	Bunker	Leased
333	04990-00500-004-14	E414	\$ 19,840.00	Bunker	Leased
334	04990-00500-004-15	E415	\$ 17,850.00	Bunker	Leased
335	04990-00500-004-16	E416	\$ 17,850.00	Bunker	Not Leased
336	04990-00500-004-17	E417	\$ 15,680.00	Bunker	Not Leased
337	04990-00500-005-01	E501	\$ 1,170.00	Bunker	Not Leased
338	04990-00500-005-02	E502	\$ 1,170.00	Bunker	Not Leased
339	04990-00500-005-03	E503	\$ 1,230.00	Bunker	Not Leased
340	04990-00500-005-04	E504	\$ 1,110.00	Bunker	Not Leased
341	04990-00500-005-05	E505	\$ 1,110.00	Bunker	Not Leased
342	04990-00500-005-06	E506	\$ 1,170.00	Bunker	Not Leased
343	04990-00500-005-07	E507	\$ 1,170.00	Bunker	Not Leased
344	04990-00500-005-08	E508	\$ 4,970.00	Bunker	Not Leased
345	04990-00500-005-09	E509	\$ 17,430.00	Bunker	Not Leased
346	04990-00500-005-10	E510	\$ 18,850.00	Bunker	Leased
347	04990-00500-005-11	E511	\$ 4,970.00	Bunker	Not Leased
348	04990-00500-005-12	E512	\$ 4,970.00	Bunker	Not Leased
349	04990-00500-005-13	E513	\$ 4,970.00	Bunker	Leased
350	04990-00500-005-14	E514	\$ 4,970.00	Bunker	Leased
351	04990-00500-006-01	E601	\$ 1,170.00	Bunker	Not Leased
352	04990-00500-006-02	E602	\$ 1,230.00	Bunker	Not Leased
353	04990-00500-006-03	E603	\$ 1,230.00	Bunker	Not Leased
354	04990-00500-006-04	E604	\$ 1,230.00	Bunker	Not Leased
355	04990-00500-006-05	E605	\$ 1,170.00	Bunker	Not Leased
356	04990-00500-006-06	E606	\$ 1,050.00	Bunker	Not Leased
357	04990-00500-006-07	E607	\$ 1,110.00	Bunker	Not Leased
358	04990-00500-006-08	E608	\$ 4,930.00	Bunker	Not Leased
359	04990-00500-006-09	E609	\$ 5,480.00	Bunker	Leased
360	04990-00500-006-10	E610	\$ 4,440.00	Bunker	Leased
361	04990-00500-006-11	E611	\$ 5,200.00	Bunker	Leased
362	04990-00500-006-12	E612	\$ 5,230.00	Bunker	Leased
363	04990-00500-006-13	E613	\$ 19,240.00	Bunker	Leased
364	04990-00500-006-14	E614	\$ 21,920.00	Bunker	Leased
365	04990-00500-006-15	E615	\$ 4,970.00	Bunker	Leased
366	04990-00500-006-16	E616	\$ 14,520.00	Bunker	Leased
367	04990-00600-001-01	F101	\$ 4,930.00	Bunker	Leased
368	04990-00600-001-02	F102	\$ 4,710.00	Bunker	Leased
369	04990-00600-001-03	F103	\$ 1,180.00	Bunker	Leased

	A	B	C	D	E
I	Parcel	Unit	Assessment	Type	As of 10/31/22
370	04990-00600-001-04	F104	\$ 1,180.00	Bunker	Leased
371	04990-00600-001-05	F105	\$ 1,180.00	Bunker	Leased
372	04990-00600-002-01	F201	\$ 1,110.00	Bunker	Leased
373	04990-00600-002-02	F202	\$ 4,440.00	Bunker	Leased
374	04990-00600-002-03	F203	\$ 4,440.00	Bunker	Leased
375	04990-00600-002-04	F204	\$ 1,110.00	Bunker	Leased
376	04990-00600-002-05	F205	\$ 1,230.00	Bunker	Leased
377	04990-00600-002-06	F206	\$ 1,240.00	Bunker	Leased
378	04990-00600-002-07	F207	\$ 1,110.00	Bunker	Leased
379	04990-00600-003-01	F301	\$ 4,440.00	Bunker	Leased
380	04990-00600-003-02	F302	\$ 1,110.00	Bunker	Leased
381	04990-00600-003-03	F303	\$ 4,190.00	Bunker	Leased
382	04990-00600-003-04	F304	\$ 4,440.00	Bunker	Leased
383	04990-00600-003-05	F305	\$ 4,680.00	Bunker	Leased
384	04990-00600-003-06	F306	\$ 4,680.00	Bunker	Leased
385	04990-00600-003-07	F307	\$ 4,680.00	Bunker	Leased
386	04990-00600-004-01	F401	\$ 4,190.00	Bunker	Not Leased
387	04990-00600-004-02	F402	\$ 4,680.00	Bunker	Not Leased
388	04990-00600-004-03	F403	\$ 4,440.00	Bunker	Not Leased
389	04990-00600-004-04	F404	\$ 4,680.00	Bunker	Not Leased
390	04990-00600-004-05	F405	\$ 4,680.00	Bunker	Not Leased
391	04990-00600-004-06	F406	\$ 4,680.00	Bunker	Not Leased
392	04990-00600-004-07	F407	\$ 4,680.00	Bunker	Not Leased
393	04990-00600-004-08	F408	\$ 4,680.00	Bunker	Not Leased
394	04990-00600-005-01	F501	\$ 4,680.00	Bunker	Not Leased
395	04990-00600-005-02	F502	\$ 4,680.00	Bunker	Not Leased
396	04990-00600-005-03	F503	\$ 1,170.00	Bunker	Not Leased
397	04990-00600-005-04	F504	\$ 4,440.00	Bunker	Not Leased
398	04990-00600-005-05	F505	\$ 4,680.00	Bunker	Not Leased
399	04990-00600-005-06	F506	\$ 4,440.00	Bunker	Not Leased
400	04990-00600-005-07	F507	\$ 4,680.00	Bunker	Not Leased
401	04990-00600-006-01	F601	\$ 4,440.00	Bunker	Not Leased
402	04990-00600-006-02	F602	\$ 4,440.00	Bunker	Not Leased
403	04990-00600-006-03	F603	\$ 4,680.00	Bunker	Not Leased
404	04990-00600-006-04	F604	\$ 4,440.00	Bunker	Not Leased
405	04990-00600-006-05	F605	\$ 4,680.00	Bunker	Not Leased
406	04990-00600-006-06	F606	\$ 4,440.00	Bunker	Not Leased
407	04990-00600-006-07	F607	\$ 4,930.00	Bunker	Not Leased
408	04990-00600-006-08	F608	\$ 4,680.00	Bunker	Not Leased
409	04990-00600-007-01	F701	\$ 37,390.00	Bunker	Leased
410	04990-00600-007-02	F702	\$ 55,400.00	Bunker	Leased
411	04990-00600-007-03	F703	\$ 78,460.00	Bunker	Leased
412	04990-00600-007-04	F704	\$ 3,250.00	Bunker	Not Leased
413	04990-00600-007-05	F705	\$ 1,170.00	Bunker	Not Leased
414	04990-00600-007-06	F706	\$ 7,810.00	Bunker	Not Leased
415	04990-00600-007-07	F707	\$ 52,050.00	Bunker	Not Leased

	A	B	C	D	E
1	Parcel	Unit	Assessment	Type	As of 10/31/22
416	04990-00600-008-01	F801	\$ 73,730.00	Bunker	Leased
417	04990-00600-008-02	F802	\$ 16,560.00	Bunker	Leased
418	04990-00600-008-03	F803	\$ 17,850.00	Bunker	Leased
419	04990-00600-008-04	F804	\$ 54,840.00	Bunker	Leased
420	04990-00600-008-05	F805	\$ 82,550.00	Bunker	Leased
421	04990-00600-008-06	F806	\$ 55,400.00	Bunker	Leased
422	04990-00600-008-07	F807	\$ 18,280.00	Bunker	Leased
423	04990-00600-008-08	F808	\$ 116,450.00	Bunker	Leased
424	04990-00600-009-01	F901	\$ 16,030.00	Bunker	Not Leased
425	04990-00600-009-02	F902	\$ 49,910.00	Bunker	Leased
426	04990-00600-009-03	F903	\$ 18,790.00	Bunker	Leased
427	04990-00600-009-04	F904	\$ 74,520.00	Bunker	Leased
428	04990-00600-009-05	F905	\$ 18,540.00	Bunker	Leased
429	04990-00600-009-06	F906	\$ 19,240.00	Bunker	Leased
430	04990-00600-009-07	F907	\$ 75,370.00	Bunker	Leased
431	04990-00600-009-08	F908	\$ 74,770.00	Bunker	Leased
432	04990-00600-009-09	F909	\$ 21,920.00	Bunker	Leased
433	04990-00600-010-01	F1001	\$ 19,240.00	Bunker	Leased
434	04990-00600-010-02	F1002	\$ 18,880.00	Bunker	Leased
435	04990-00600-010-03	F1003	\$ 18,790.00	Bunker	Leased
436	04990-00600-010-04	F1004	\$ 75,370.00	Bunker	Leased
437	04990-00600-010-05	F1005	\$ 18,790.00	Bunker	Leased
438	04990-00600-010-06	F1006	\$ 21,320.00	Bunker	Leased
439	04990-00600-010-07	F1007	\$ 21,920.00	Bunker	Leased
440	04990-00600-010-08	F1008	\$ 23,790.00	Bunker	Leased
441	04990-00600-010-09	F1009	\$ 15,390.00	Bunker	Leased
442	04990-00600-011-01	F1101	\$ 75,610.00	Bunker	Leased
443	04990-00600-011-02	F1102	\$ 25,750.00	Bunker	Leased
444	04990-00600-011-03	F1103	\$ 17,310.00	Bunker	Not Leased
445	04990-00600-011-04	F1104	\$ 22,450.00	Bunker	Leased
446	04990-00600-011-05	F1105	\$ 22,450.00	Bunker	Leased
447	04990-00600-011-06	F1106	\$ 63,770.00	Bunker	Leased
448	04990-00600-011-07	F1107	\$ 20,330.00	Bunker	Leased
449	04990-00600-011-08	F1108	\$ 48,470.00	Bunker	Leased
450	04990-00600-011-09	F1109	\$ 17,200.00	Bunker	Leased
451	04990-00600-012-01	F1201	\$ 82,740.00	Bunker	Leased
452	04990-00600-012-02	F1202	\$ 77,010.00	Bunker	Leased
453	04990-00600-012-03	F1203	\$ 18,670.00	Bunker	Leased
454	04990-00600-012-04	F1204	\$ 74,520.00	Bunker	Leased
455	04990-00600-012-05	F1205	\$ 18,790.00	Bunker	Leased
456	04990-00600-012-06	F1206	\$ 41,090.00	Bunker	Leased
457	04990-00600-012-07	F1207	\$ 75,970.00	Bunker	Leased
458	04990-00600-012-08	F1208	\$ 21,320.00	Bunker	Leased
459	04990-00600-013-01	F1301	\$ 76,820.00	Bunker	Leased
460	04990-00600-013-02	F1302	\$ 26,500.00	Bunker	Leased
461	04990-00600-013-03	F1303	\$ 18,280.00	Bunker	Not Leased

	A	B	C	D	E
I	Parcel	Unit	Assessment	Type	As of 10/31/22
462	04990-00600-013-04	F1304	\$ -	No Bunker	Not Leased
463	04990-00600-013-05	F1305	\$ 16,350.00	Bunker	Leased
464	04990-00600-013-06	F1306	\$ 25,650.00	Bunker	Leased
465	04990-00600-013-07	F1307	\$ 24,900.00	Bunker	Leased
466	04990-00600-013-08	F1308	\$ 27,900.00	Bunker	Leased
467	04990-00800-001-01	H101	\$ 5,230.00	Bunker	Not Leased
468	04990-00800-001-02	H102	\$ 5,230.00	Bunker	Not Leased
469	04990-00800-001-03	H103	\$ 5,230.00	Bunker	Not Leased
470	04990-00800-001-04	H104	\$ 5,230.00	Bunker	Not Leased
471	04990-00800-001-05	H105	\$ 5,230.00	Bunker	Not Leased
472	04990-00800-001-06	H106	\$ 5,230.00	Bunker	Not Leased
473	04990-00800-002-02	H202	\$ 5,230.00	Bunker	Not Leased
474	04990-00800-002-03	H203	\$ 5,230.00	Bunker	Not Leased
475	04990-00800-002-04	H204	\$ 5,230.00	Bunker	Not Leased
476	04990-00800-002-05	H205	\$ 5,230.00	Bunker	Not Leased
477	04990-00800-002-06	H206	\$ 5,230.00	Bunker	Not Leased
478	04990-00800-003-04	H304	\$ 5,230.00	Bunker	Not Leased
479	04990-00800-003-05	H305	\$ 5,230.00	Bunker	Not Leased
480	04990-00800-003-06	H306	\$ 5,230.00	Bunker	Not Leased
481	Total Value Bunkers		\$ 5,623,830.00		
482					
483	04000-01002-162-10		\$ 870,310.00	Land	
484	04000-0100 2-181-00		\$ 132,600.00	Land	
485	32000-01001-131-00		\$ 1,463,480.00	Land	
486	32000-01001-261-00		\$ 163,070.00	Land	
487	Total Value Land		\$ 2,629,460.00		
488					
489	TOTAL VALUE		\$ 8,253,290.00		
490					



Auditor Office <aud@frcounty.org>

FRC Commissioner Meeting

1 message

Lily Heidebrink <doe.director@frcounty.org>

Fri, Sep 1, 2023 at 5:11 PM

To: Auditor Office <agenda@frcounty.org>

Good Afternoon,

I have just a couple things to add to the meeting this next week along with the OHE update.

I have more vanguard training time that we are needing to purchase. I attached a file laying out what we've used in the last year and the amounts they offer.

I am also wanting to move Sam Kipp to being the Deputy Director. I am not sure if this goes in the main meeting or if it would be in executive. He would get a \$0.35 raise per the union contract I believe.

Thank you and have a good weekend!

Lily Heidebrink, CAA

Director of Equalization

Fall River & Oglala Lakota Counties

1029 N River St

Hot Springs, SD 57747



Vanguard Training Time.docx

14K

- Since 8/21/22 through 8/19/23
 - 35.00 hours have been used

- Vanguard offers the following options to purchase extra training time
 - \$165.00/hr for 8 hours. \$1,320.00
 - \$155.00/hr for 16 hours. \$2,480.00
 - \$145.00/hr for 24 hours. \$3,480.00
 - \$135.00/hr for 32 hours. \$4,320.00
 - \$130.00/hr for 40 hours. \$5,200.00
 - \$125.00/hr for 60 hours or more. \$7,500.00

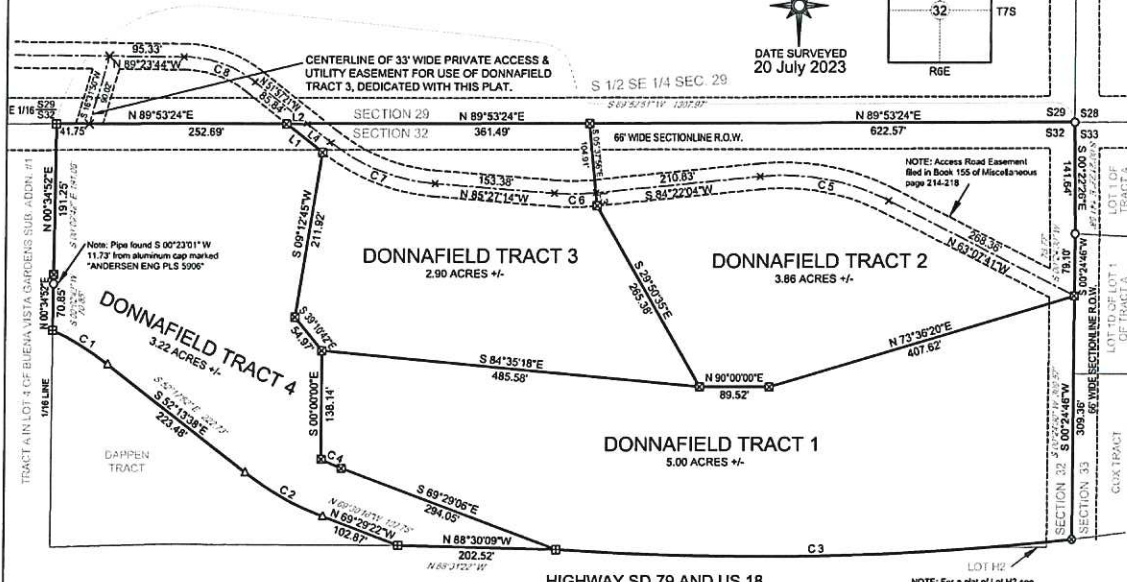
- Training time does not expire after purchased

A PLAT OF
**DONNAFIELD TRACTS 1 THRU 4, ALL LOCATED IN THE
 NE1/4 NE1/4 OF SECTION 32, T7S, R6E, BHM, FALL
 RIVER COUNTY, SOUTH DAKOTA**

FORMERLY DONNAFIELD TRACT

NOTE: See Book XXVII of
 Plats on Page 21 for plat of
 Donnafield Tract

DATE SURVEYED
 20 July 2023



Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	376.28'	41.82'	83.29'	12°41'00"	15°13'40"	83.12'	S 58°15'02" E
C2	391.10'	57.54'	114.26'	16°44'18"	14°39'00"	113.85'	N 60°38'09" W
C3	3745.00'	331.66'	661.60'	10°07'19"	1°31'48"	660.74'	S 88°56'01" W
C4	325.10'	14.04'	28.07'	4°56'48"	17°37'27"	28.06'	S 66°29'05" E
C5	300.00'	87.45'	170.19'	32°30'15"	19°05'55"	167.92'	N 79°22'48" W
C6	300.00'	26.72'	53.29'	10°10'42"	19°05'55"	53.22'	S 89°27'25" W
C7	250.00'	75.24'	146.16'	33°29'53"	22°55'06"	144.09'	N 68°42'17" W
C8	150.00'	50.83'	96.02'	37°26'23"	38°11'50"	96.28'	N 70°40'32" W

Course	Bearing	Distance
L1	N 51°57'21" W	58.82'
L2	N 89°53'24" E	26.71'
L3	S 05°37'56" E	16.50'
L4	N 51°57'21" W	37.82'

LEGEND

- ⊗ Set rebar with aluminum cap marked "ANDERSEN ENG PLS 5906"
- Found iron pipe
- △ Found rebar
- ⊙ Found iron rod
- ⊞ Found rebar with aluminum cap marked "ANDERSEN PLS 2842"
- × Angle point not monumented
- 522.08'* Slant lettering denotes record calls

BASIS OF BEARING - GPS OBSERVATION
 taken S 10°06'04" W 2.39' from the SE corner of
 Donnafield Tract 1.
 OPUS STATIC SOLUTION NAD83(2011)
 LAT:
 LONG:



CERTIFICATE OF COUNTY TREASURER
 I, Fall River County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.
 Dated this ___ day of ___, 2023.

CERTIFICATE OF SURVEYOR
 I, John D. McBride, Registered Land Surveyor No. 5906 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.
 Dated this ___ day of ___, 2023.

John D. McBride, SDRLS No. 5906

APPROVAL OF ACCESS BY ROAD AUTHORITY
 The location of the existing access to the Highway or Street as shown herein is hereby approved. This access approval does not replace the need for any permits required by law, including Administrative Rule of South Dakota 70:09-01-02.
 Dated this ___ Day of ___, 2023

SDDOT Authority

STATE OF _____, **COUNTY OF** _____
 HQ Development, LLC, does hereby certify that it is the owners of the within described lands and that the within plat was made at its direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2023.

HQ Development, LLC.

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
 Whereas, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore, **BE IT RESOLVED** that said plat is hereby approved in all respects.
 Dated this ___ day of ___, 2023.

Chairperson, Fall River County Board of Commissioners

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF _____, COUNTY OF _____
 On this ___ day of ___, 2023, before me, the undersigned officer, personally appeared _____ who acknowledged him/herself to be a member of HQ Development, LLC, a Limited Liability Company, and that s/he, as such member being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as member.
 IN WITNESS WHEREOF I hereunto set my hand and official seal.

CERTIFICATE OF COUNTY AUDITOR
 I, Fall River County Auditor, do hereby certify that the above instrument is a true and correct copy of the resolution adopted by the Board of County Commissioners of Fall River County, South Dakota, at a meeting held on the ___ day of ___, 2023.

Fall River County Auditor

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION
 I, Director of Equalization of Fall River County, do hereby certify that my office has been furnished with a true copy of the within plat.
 Dated this ___ day of ___, 2023.

Director of Equalization of Fall River County

OFFICE OF THE REGISTER OF DEEDS
 Filed for record this ___ day of ___, 2023, at ___ o'clock ___ M, and recorded in Book ___ of Plats on page ___.

Fall River County Register of Deeds

Prepared by
ANDERSEN ENGINEERS
Land Surveyors

Drawn by DR/RW	Date 7/26/2023	P.O. Box 448 Edgemont, SD 57735 (605)-662-5500
Approved by McB	Date 7/26/2023	andersonengineers@gwtc.net
Scale 1"=100'	Sheet 1 of 1	File Name: 532_T7S_R6E_DONNAFIELD

FALL RIVER COUNTY RESOLUTION #2023-_____

**A PLAT OF DONNAFIELD TRACTS 1 THRU 4,
ALL LOCATED IN THE NE1/4NE1/4 OF SECTION 32, T7S, R6E, BHM, FALL RIVER
COUNTY, SOUTH DAKOTA
FORMERLY DONNAFIELD TRACT**

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

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

Dated this 7th day of September, 2023.

Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

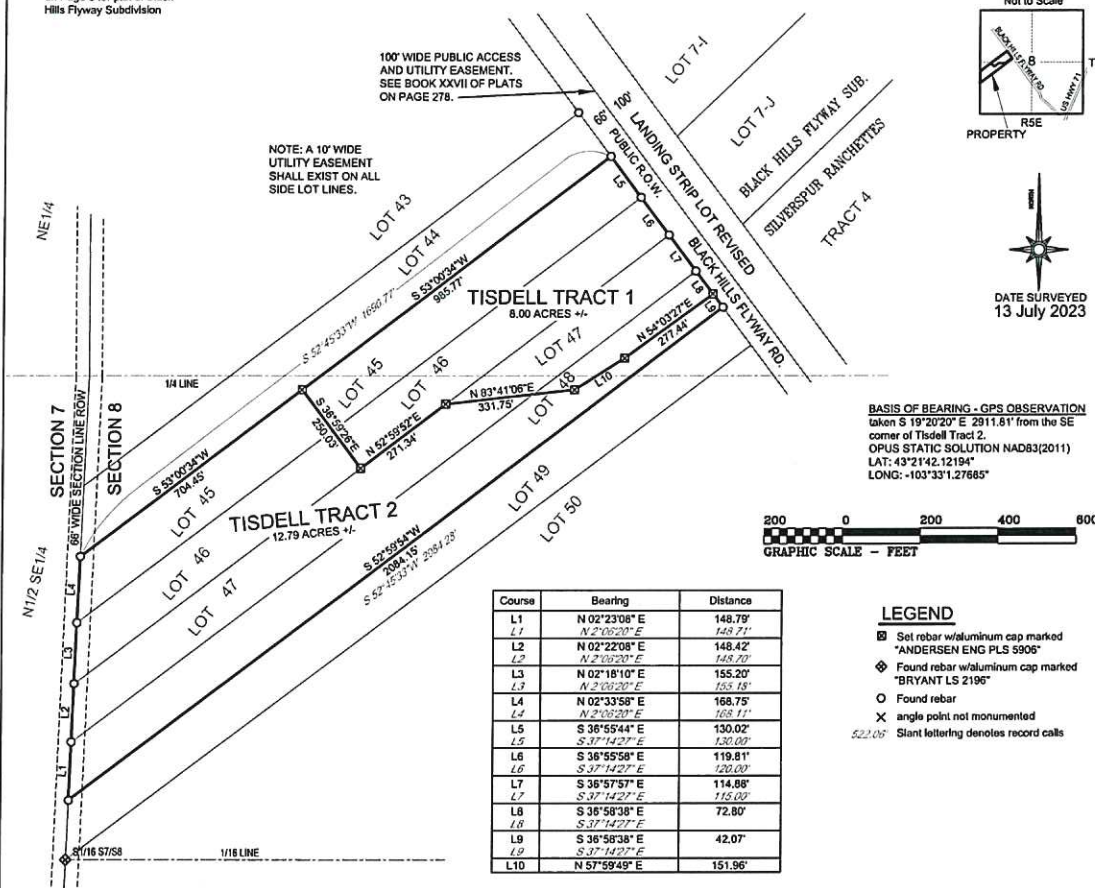
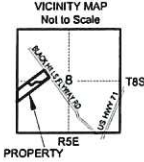
Sue Ganje, Auditor
Fall River County Auditor

A PLAT OF
TISDELL TRACT 1 & TISDELL TRACT 2, BLACK HILLS FLYWAY SUBDIVISION, LOCATED IN THE S1/2 NW1/4 AND THE N1/2 SW1/4 OF SECTION 8, T8S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA
 FORMERLY LOTS 45 THRU 48

NOTE: See Book XII of Plats on Page 3 for plat of Black Hills Flyway Subdivision

100' WIDE PUBLIC ACCESS AND UTILITY EASEMENT, SEE BOOK XXVII OF PLATS ON PAGE 27B.

NOTE: A 10' WIDE UTILITY EASEMENT SHALL EXIST ON ALL SIDE LOT LINES.



BASIS OF BEARING - GPS OBSERVATION
 taken S 19°20'20" E 2911.81' from the SE corner of Tisdell Tract 2, OPUS STATIC SOLUTION NAD83(2011)
 LAT: 43°21'42.12194" LONG: -103°33'1.27685"



Course	Bearing	Distance
L1	N 02°23'08" E	148.79'
L1	N 2°06'20" E	148.71'
L2	N 02°22'08" E	148.42'
L2	N 2°03'20" E	148.70'
L3	N 02°18'10" E	155.20'
L3	N 2°03'20" E	155.18'
L4	N 02°33'58" E	168.75'
L4	N 2°03'20" E	168.11'
L5	S 38°55'44" E	130.02'
L5	S 37°14'27" E	120.00'
L6	S 38°55'58" E	119.81'
L6	S 37°14'27" E	120.00'
L7	S 36°57'57" E	114.88'
L7	S 37°14'27" E	115.00'
L8	S 36°58'38" E	72.80'
L8	S 37°14'27" E	42.07'
L9	S 36°58'38" E	42.07'
L9	S 37°14'27" E	151.96'
L10	N 57°59'49" E	151.96'

- LEGEND**
- ☒ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
 - ◆ Found rebar w/aluminum cap marked "BRYANT LS 2196"
 - Found rebar
 - × angle point not monumented
 - 522.05' Slant lettering denotes record calls

CERTIFICATE OF SURVEYOR

I, John D. McBride, Registered Land Surveyor No. 5906 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.
 Dated this ___ day of ___, 2023.

John D. McBride, SDRLS No. 5906

CERTIFICATE OF COUNTY TREASURER

I, Fall River County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.
 Dated this ___ day of ___, 2023.

Fall River County Treasurer

CERTIFICATE OF HIGHWAY AUTHORITY

It appears that every lot has an acceptable approach location onto a public road and the location of the intersection(s) of the proposed subdivision road(s) with the existing public road(s) is hereby approved.

Highway Authority

Date: _____

STATE OF _____ COUNTY OF _____

I, Loren E. Tisdell (A.K.A. Loren Tisdell), do hereby certify that I am the owner of the within described lands and that the within plat was made at my direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2023.

Loren E. Tisdell (A.K.A. Loren Tisdell)

ACKNOWLEDGMENT OF OWNERSHIP

On this ___ day of ___, 2023, before me, a Notary Public, personally appeared Loren E. Tisdell (A.K.A. Loren Tisdell), known to me to be the person(s) described in the foregoing Instrument, and acknowledged to me that they signed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires _____

Chairperson, Fall River County Board of Commissioners

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION

I, Director of Equalization of Fall River County, do hereby certify that my office has been furnished with a true copy of the within plat.
 Dated this ___ day of ___, 2023.

Director of Equalization of Fall River County

CERTIFICATE OF COUNTY AUDITOR

I, Fall River County Auditor, do hereby certify that the above instrument is a true and correct copy of the resolution adopted by the Board of County Commissioners of Fall River County, South Dakota, at a meeting held on the ___ day of ___, 2023.

Fall River County Auditor

OFFICE OF THE REGISTER OF DEEDS

Filed for record this ___ day of ___, 2023, at ___ o'clock ___ M, and recorded in Book ___ of Plats on page ___.

Fall River County Register of Deeds

Prepared by
ANDERSEN ENGINEERS
Land Surveyors

Drawn by DR/RW	Date 7/20/2023	P.O. Box 448 Edgemont, SD 57735 (605)662-5500
Approved by McB	Date 8/30/2023	andersenengineers@gwlc.net
Scale 1"=200'	Sheet 1 of 1	File Name: L48_BHFLYWAY

FALL RIVER COUNTY RESOLUTION #2023-_____

**A PLAT OF TISDELL TRACT 1 & TISDELL TRACT 2, BLACK HILLS FLYWAY
SUBDIVISION,
LOCATED IN THE S1/2NW1/4 AND THE N1/2SW1/4 OF SECTION 8, T8S, R5E, BHM,
FALL RIVER COUNTY, SOUTH DAKOTA
FORMERLY LOTS 45 THRU 48**

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 7th day of September, 2023.

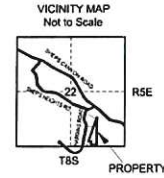
Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

Sue Ganje, Auditor
Fall River County Auditor

A PLAT OF
**LOT 34 OF SHEP'S CANYON ESTATES SUBDIVISION,
 LOCATED IN THE W1/2 SE1/4 OF SECTION 22, T8S, R5E,
 BHM, FALL RIVER COUNTY, SOUTH DAKOTA**

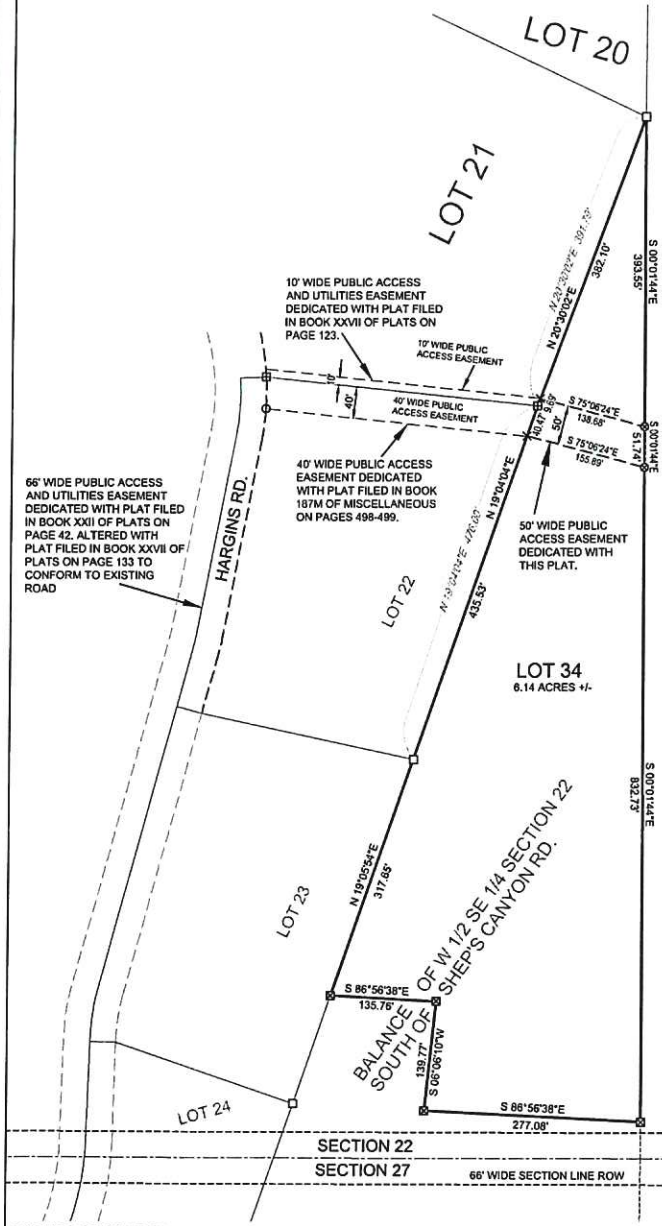
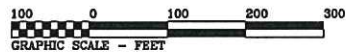
DATE SURVEYED
 24 July 2018



BASIS OF BEARING - GPS OBSERVATION
 taken N 12°06'30" W 558.43' from the North
 corner of Lot 34.
 OPUS STATIC SOLUTION NAD83(2011)
 LAT: 43°20'15.36443"
 LONG: -103°30'22.18658"

LEGEND

- ☒ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
 - ⊙ Set rebar w/plastic cap marked "ANDERSEN ENG PLS 5906"
 - ⊞ Found rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
 - Found rebar w/aluminum cap marked "ANDERSEN PLS 2842"
 - × angle point not monumented
- 572.03' Slant lettering denotes record calls



CERTIFICATE OF HIGHWAY AUTHORITY
 It appears that every lot has an acceptable approach location onto a public road and the location of the intersection(s) of the proposed subdivision road(s) with the existing public road(s) is hereby approved.

Highway Authority _____ Date: _____

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION
 I, Director of Equalization of Fall River County, do hereby certify that my office has been furnished with a true copy of the within plat.
 Dated this ___ day of ___, 2023.

 Director of Equalization of Fall River County

CERTIFICATE OF COUNTY TREASURER
 I, Fall River County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.
 Dated this ___ day of ___, 2023.

 Fall River County Treasurer

CERTIFICATE OF SURVEYOR
 I, John D. McBride, Registered Land Surveyor No. 5906 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.
 Dated this ___ day of ___, 2023.

 John D. McBride, SDRLS No. 5906

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
 Whereas, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore,
BE IT RESOLVED that said plat is hereby approved in all respects.
 Dated this ___ day of ___, 2023.

 Chairperson, Fall River County Board of Commissioners

CERTIFICATE OF COUNTY AUDITOR
 I, Fall River County Auditor, do hereby certify that the above instrument is a true and correct copy of the resolution adopted by the Board of County Commissioners of Fall River County, South Dakota, at a meeting held on the ___ day of ___, 2023.

 Fall River County Auditor

STATE OF _____ COUNTY OF _____
 The John W. Stanley Trust, does hereby certify that it is the owner of the within described lands and that the within plat was made at K's direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2023.

 John W. Stanley (TRUSTEE)

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF _____ COUNTY OF _____
 On this the ___ day of ___, 2023, before me, the undersigned officer, personally appeared John W. Stanley, Trustee of The John W. Stanley Trust, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.
 IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public _____ My commission expires _____

OFFICE OF THE REGISTER OF DEEDS
 Filed for record this ___ day of ___, 2023, at ___ o'clock ___ M, and recorded in Book ___ of Plats on page ____.

Fall River County Register of Deeds

Presented by
ANDERSEN ENGINEERS
Land Surveyors

Drawn by RW	Date 7/17/2023	P.O. Box 446 Edgemont, SD 57735
Approved by McB	Date 8/7/2023	(605)-662-5500 andersenengineers@gwvc.net
Scale 1"=100'	Sheet 1 of 1	File Name: L34_SHEPS_CANYON_2023

FALL RIVER COUNTY RESOLUTION #2023-_____

**A PLAT OF LOT 34 OF SHEP'S CANYON ESTATES SUBDIVISION,
LOCATED IN THE W1/2SE1/4 OF SECTION 22, T8S, R5E, BHM, FALL RIVER COUNTY,
SOUTH DAKOTA**

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 7th day of September, 2023.

Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

Sue Ganje, Auditor
Fall River County Auditor

September 7, 2023

Senator John Thune
United States Senate SD-511
Washington, DC 20510

Senator Mike Rounds
Hart Senate Office Bldg., Suite 716
Washington, DC 20510

Representative Dusty Johnson
1714 Longworth HOB
Washington, DC 20515

Dear Legislators,

Another one of our agricultural industries is under a serious threat. The domestic sheep industry has been overrun with imports to the United States which has went up by 543%. This has resulted in 74% of the lamb consumed today being sourced outside of the United States. This continued onslaught of imports destroys the very fabric of the sheep industry. Imports from Australia and New Zealand do not have the same quality control or stringent production guidelines as that produced in the United States.

It is bad enough that the importation of energy makes our great Country dependent on foreign countries. Making us dependent on foreign countries for our food is beyond comprehension. We must remember, what is done to one livestock industry can be done to another. Since agriculture is the top industry in South Dakota, please help protect our interests.

Sincerely,

Joe Falkenburg, Chairman
Fall River County Commission

Deb Russell, Vice Chair
Fall River County Commission

Joe Allen, Commissioner
Fall River County Commission

Les Cope, Commissioner
Fall River County Commission

Heath Greenough, Commissioner
Fall River County Commission