

FALL RIVER COUNTY UNAPPROVED MEETING MINUTUES JANUARY 22, 2026

The Fall River Board of County Commissioners met in regular session on January 22, 2026. Present: Joe Allen, Les Cope, Joe Falkenburg, Deb Russell, Sandra Wahlert and Sue Ganje, Auditor.

An invocation was given by Wahlert.

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

The agenda was reviewed for conflicts; none were noted. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED. The full context of the meeting can be found on the county website under Commissioners at <http://fallriver.sdcounties.org> or on Facebook on the Fall River County page.

Motion made by Russell, seconded by Wahlert, to approve the agenda with changes as follows to add Executive Session as per SDCL 1-25-2 (1) personnel (3) legal.

Motion made by Wahlert, seconded by Russell, to approve the Fall River County Commission meeting minutes from January 8, 2026 with the change on page 2: to appoint Sandra Wahlert and alternate Joe Falkenburg (rather than Wahlert and Russell) to the 4-H/Extension Board.

Motion made by Allen, seconded by Wahlert, to approve the following action agenda items, with Russell abstaining on the salary increase for VSO Darren Russell:

- Approve anniversary wage increases for Jennifer Bengs, DOE Certified Assessor, from \$18.75/hr to \$19.50/hr, effective 1/21/2026; for Morgan Erickson, DOE Deputy Certified Assessor, from \$19.85/hr to \$21.10/hr with longevity of \$35.00 per month, effective 1/22/2026. (all per Union Contract)
- Approve 6-month anniversary salary increase for Darren Russell from \$41,559.96/yr to \$45,000.00/yr, effective 2/1/2026.
- Review of Community Health Nurse's Quarterly report.
- Approve inventory transfer of Tag #02175 Yoga ball chair, from Register of Deeds office to Auditor's office.
- Approve surplus to junk an ethernet switch 5-port (gigabit), No Tag #, a Computer PC Tag #02372 and Computer PC Tag #02321, all from the Register of Deeds Office.
- Accept Petition from Shep's Canyon Estates Subdivision landowners requesting formation of Sheps Canyon Estates Road District, set meeting and election for February 17th, 2026 at 5:00pm located at first floor hallway of courthouse

No County Assistance applications were presented.

Dar Coy, Emergency Manager, met with the Board, gave updates.

- Motion to approve volunteer list (see Auditor's Office for complete listing) made by Wahlert, seconded by Allen.

- Motion made by Russell, seconded by Wahlert, to approve the 1st Quarter LEMPG.

Tony March, Highway Superintendent, met with the Board, gave updates.

- Motion made by Cope, seconded by Russell, to approve the Road Approach Permit from Christian Frederick on the west side of WG Flats Loop, approximately at 14468 WG Flats Loop Oral, SD 57766.
- Motion made by Wahlert, seconded by Russell, to approve travel for Tony March, Highway Superintendent, to attend the 2026 Short Course, March 17-19, 2026 at the Lodge at Deadwood at a cost of \$200.00 plus lodging and per diem for meals not included with Course.
- Motion made by Allen, seconded by Wahlert, to approve purchase of a 10ft Snowplow from DeBoer Site Service LLC for \$1,000.00. With Russell and Wahlert voting no, and Allen, Cope and Falkenburg voting yes, the motion carried.
- Motion made by Allen, seconded by Wahlert, to approve purchase of a Truck Broom from DeBoer Site Service LLC for \$1,000.00. With Russell voting no, and Allen, Cope, Falkenburg and Wahlert voting yes, the motion carried.
- Motion made by Wahlert, seconded by Cope to approve the low bid from Volland in the amount of \$2.45/ gal for 8,000 gallons of unleaded gasoline (no ethanol.)
- Rediscussed the Highway crew numbers and previous crew numbers. The Department has been down 2 men since March started.

Lyle Norton, Sheriff, met with the Board, gave updates.

- Motion made by Falkenburg, seconded by Wahlert to approve Deputy Mike Close to attend Street-Level De-Escalation Training in Yankton, SD 2/4/26-2/6/26. Training is free, per-diem for meals and lodging (\$107/night) requested.
- Motion made by Wahlert, seconded by Russell to purchase two (2) Stalker Radar units for patrol vehicles, \$7,046.00.
- Motion made by Wahlert, seconded by Russell to surplus to sell Taser7 units to Hot Springs Police Department at a rate of **\$600** each.
- Jail census, 8 males and 2 females in house with 3 males in Pennington County for a total of 13 inmates.

Darren Russell, VSO, met with the Board.

- Presented 4th Quarter Activities and the number of benefit payments he has been working on with Veterans in our community. It was noted that in 2025 there were 1,811 active payments totaling \$31,894,389.01.

Ben Sharp, Rebecca Terk and Sarah Peterson, met with the board.

Discussion was held regarding writing a letter to appeal the DANR's decision not to have the hearing in FRC . The Commissioners want to appeal the denial. Motion made by Wahlert, seconded by Allen to appeal DANR's decision.

Levi Lauing, County Resident, met with the Board to request an Agriculture abatement and to correct an error in valuation. Motion made by Allen, seconded by Cope to approve the following : parcel number 59000-00000-04600, abatement for '24 pay '25 in amount of \$5901.58 and abatement for '25 pay '26 in the amount of \$4,890.54.

Clark Brown, County Resident,

- Met with the Board to request a speed limit of 25mph and 15mph to be posted in Ridgeview Springs Subdivision. Lyle stated that they are reasonable speeds for these roads. Motion made by Russell, seconded by Wahlert to approve the speed limit request, contingent on the need to have a hearing.

Teresa Pullen, County Treasurer

- Outlined the County's investments and explained that interest earnings are being reinvested.
- Motion made by Allen, seconded by Wahlert to approve 16 hrs vacation payout, as per union contract, for Kathy Timmins, Deputy Treasurer, due to the office being very short staffed.

Dave Weishaupl, Maintenance Supervisor

- Supplied County vehicle updates, the Uplander van needs a transmission, the Board feels that it can be put up on Auction.

Motion made by Allen, seconded by Wahlert, to pay bills.

GENERAL FUND		
BLACKBIRD AUTOMOTIVE MAINT	AUTO MAINTENANCE	\$505.00
\$90.00 INV 121925A/HUGHES CO11863 OIL, \$30.00 " " CABIN AIR FILTER, \$125.00 " " INGNITION COIL/CYLINDER 1, -\$5.00 " " FLEET DISCOUNT, \$90.00 INV 011026A/DOBBS CO12790 OIL, \$40.00 " " CABIN AIR FILTER, \$30.00 " " ENGINE AIR FILTER, \$60.00 " " FRONT LEFT FENDER REPAIR, \$50.00 " " DIAG & REPAIR BRAKE NOISE, -\$5.00 " " FLEET DISCOUNT		
BANGS MCCULLEN	COURT APPT ATTY FEES	\$2,136.00
BH COUNCIL OF LOCAL GOV	2026 ASSESSMENT DUES	\$3,725.00
BOMGAARS	COMM WATER & SHER SU	\$137.97
Comm - \$7.98 INV 88705813 BOTTLED WATER X 2; Sheriff - \$129.99 INV 88706159 WIN 5.56 MAG SHEL		

CENTURY BUSINESS LEASING	COPIER LEASE/USAGE ST ATTY OFF	\$87.99
CORRECT RX PHARMACY SERV.	INMATE PHARMACY	\$18.47
SD DEPT OF LABOR & REG	REEMPLOYMENT ASSIST	\$154.65
DUFFY LAW FIRM, PROF. LLC	COURT APPT ATTY FEES	\$372.00
EMBLEMMS, INC	EAGLE SHOULDER PATCH	\$416.00
EDGEMONT SENIOR MEALS	2026 BUDGET ALLOTMENT	\$3,500.00
EDGEMONT SENIOR MEALS	VOID/WRONG VENDOR	-\$3,500.00
EDGEMONT SENIOR CITIZENS	2026 BUDGET ALLOTMENT	\$3,500.00
EXECUTIVE MGMT FINANCE	BIT NETWORK FEES	\$64.25
FALL RIVER COUNTY HERALD	PUBLICATIONS	\$1,579.34
FALL RIVER CTY TREASURER	REG '25 FORD EXPL IN	\$32.70
FALL RIVER CTY TREASURER	VOID/ALREADY REGISTERED	-\$32.70
GALLS	SUPPLIES	\$128.78
Sheriff - \$10.99 INV 033632233 POCKET KEY, \$.80 " " SHIPPING		
GOLDEN WEST	TELECOMM/INTERNET/FAX	\$2,490.85
HOT SPRINGS ACE HARDWARE	CLEANING SUPPLIES/SUPPLIES	\$126.08
Sher - \$5.39 INV 365509 FORMULA 409 LN 32OZ, \$5.93 " " 409 MULTI-SRFC SPRY 32OZ, \$6.83 " " CLOROX CLEANUP FR 32 OZ, \$8.09 " " CLOROX GERMI 81 OZ, \$15.29 " " RAGS PAPER 12X10 200 CT; Building - \$15.29 " " C BATTERIES 12 PK, \$16.19 " " AAA BATTERIES 30 PK. -\$5.00 " " REWARDS, \$30.58 INV 365763 RAGS 12X10 200 CTX2, \$12.58 " " CLOROX CLNR BLCH 32 OZ X 2, \$8.98 " " DAWN ULTRA DISH SP 18OZ X2, \$5.93 " " 409 MULTI SRFC SPR 32 OZ		
HUSTEAD LAW OFFICE, P.C.	COURT APPT ATTY FEES	\$923.14
JOHNSON, CAROL	COURT REPORTER SERVICES	\$72.80
LYNN'S DAKOTAMART	INMATE MEDICAL SUPPLIES	\$129.18
\$3.78 TC HONEY LEMON X 2, \$7.56 TC CHERRY CGH DROP X 4, \$3.78 TP HNY CGH DROP X 2, \$7.78 TC MIGRAINE CAP X 2, \$48.87 TC IBUPROFEN CAPS X 3, \$25.16 TC COLD SFTG X 4, \$32.25 TYLENOL TAB X 3		
LYNN'S DAK. MART PHARMACY	INMATE PHARMACY	\$202.46
MASTEL, BRUCE	HOST DATABASE SERVIC	\$35.00
MAVERICK TIRE & AUTO	VEHICLE MAINTENANCE	\$327.75
\$25.00 INV 045642 FL TIRE REP/CO12201, \$233.68 " " AC DELCO BATTERY/CO12201, \$8.19 " " OIL FILTER/CO12201, \$11.95 " " CHANGE MOTOR OIL/CO12201, \$48.93 " " CHEVRON FULL SYNTH X 7/"		
MEDICAL WASTE TRANSPORT	DISPOSAL OF MEDICAL WASTE	\$189.30
MOCIC	2026 MEMBERSHIP AMOUNT	\$100.00
NELSONS OIL & GAS INC.	TANK RENTAL & PROPANE	\$36.00
QUADIENT FINANCE USA, INC	POST MACH SERV	\$1,833.67
NORTON,TINA	CONTRACT NURSE JAN 2026	\$1,500.00

OTIS ELEVATOR COMPANY	ELEVATOR REP DUE TO POWER OUT	\$2,163.29
PENNINGTON COUNTY JAIL	INMATE HOUSING DEC 2	\$2,625.00
CITY OF RAPID CITY	DEC 2025 BAC DETERMINATIONS	\$80.00
SOUTHERN HILLS ECONOMIC	2026 BUDGET ALLOTMENT	\$10,000.00
SD DEPARTMENT OF HEALTH	LABORATORY FEES	\$50.00
SD DEPT OF REVENUE	DECEMBER 2025 REMITTANCE	\$60.00
SERVALL	RUG SERVICE	\$594.02
STURDEVANT'S AUTO VALUE	VEHICLE MAINT SUPPLIES	\$86.22
Sheriff - \$14.98 INV 831043001 FUEL TRX2 TRANS, \$9.27 INV 831042811 OIL FILTER/1S, \$21.98 " QT MOBILE 1 0W20 X2/1S, \$39.99 " 5QT MOBILE 1 0W20/1S		
TMA	TIRES FOR '05 CHEV COLO	\$1,348.41
\$436.92 INV 93562 NEXEN 205/75R15 X 4, \$15.00 " TIRE DISPOSAL FEE X 3, \$40.00 " TIRE BALANCE X 4, \$8.00 " VALVE STEM X 2, \$60.00 " DUP MAG LUG NUT, \$508.28 " BLACK ROCK WHEELS X 4, \$99.88 " FRONT END ALIGNMENT, \$102.83 " RIGHT OUTER TIE ROD END, \$62.50 " MECHANICAL LABOR, \$15.00 " SHOP SUPPLIES		
VANGUARD APPRAISALS INC	CAMA WEB SERVICES	\$14,781.25
\$2,681.25 INV 722 SERVICE FEE TOTAL, \$750.00 INV 712 AG BUILD PRICING FEE, \$700.00 " COMPARABLE SEARCH SERV FEE, \$1,750.00 " NETWORK ADD SEAT SERV FEE, \$1,500.00 " NETWORK UPGRADE SERV FEE, \$1,100.00 " PRECOMPUT COMM/IND PRICING, \$850.00 " PHOTOVISION SERVICE FEE, \$650.00 " PRO VERSION UPGR SERV FEE, \$500.00 " REMOTE EDIT ADD SEAT SERV, \$1,100.00 " RESIDENT PRICING SERV FEE, \$1,000.00 " REMOTE EDIT SERV FEE, \$700.00 " SKETCH SERVICE FEE, \$1,500.00 " DATABASE SERV FEE		
	TOTAL FOR GENERAL FUND	\$52,579.87
COUNTY ROAD & BRIDGE FUND		
ADVANCED DRUG TESTING	RANDOM DRUG TESTING	\$31.20
BLACK HILLS ELECTRIC	ELECTRIC UTILITY	\$70.23
BOMGAARS	SUPPLIES/MACIEJEWSKI	\$274.66
\$24.71 INV 88705413 TSHIRT/CM, \$27.74 " SHIRT/CM, \$62.99 INV 88704494 LINE JACKET/CM, \$24.29 " TSHIRT/CM, \$49.49 " BIB OVERALLS/CM, \$49.49 " BIB DENIM PREWASH/CM, \$19.99 INV 88705788 TIES,CABLE,INDUST, \$15.96 " HOSE X 4		
BUTLER MACHINERY CO.	EQUIP MAINTENANCE	\$396.00
\$396.00 INV 06CT0001485 CON #FRC068925		
COLONIAL RESEARCH	SUPPLIES	\$644.51
\$260.00 INV 154635 RCC-230 BLAST, \$365.10 " RCC-222 CITRA BURST, \$19.41 " SHIPPING		
DEBOER, MICHAEL	HITCH/SNOW PLOW & BROOM	\$2,000.00

DEBOER, MICHAEL	VOID/NOT APPROVED @ COMM	-\$1,000.00
FALL RIVER AUTO SUPPLY	SUPPLIES/PARTS	\$610.66
\$401.58 INV 7675-287263 HHC HOSE X 194, \$209.08 " " HHC 16G-16FJX		
FORWARD DISTRIBUTING	BRAKE CLEANER X 7	\$31.50
G&H DISTRIBUTING OF RC	SUPPLIES/PARTS	\$344.40
GODFREY BRAKE SERVICE	TOOLS/SUPPLIES	\$116.64
GOLDEN WEST	TELECOMM/INTERNET/FAX	\$242.29
HOT SPRINGS ACE HARDWARE	TOOLS	\$36.99
\$36.99 INV 365762 IMPACT EXTRAC SET6PC		
KIEFFER SANITATION	SOLID WASTE COLLECTION	\$177.81
MACIEJEWSKI, CALVIN	CLOTHING ALLOWANCE	\$29.00
NAPA PARTSONE	2.5 DEF X 80	\$1,039.20
NELSONS OIL & GAS INC.	TANK RENTAL & PROPANE	\$772.00
NORTHWEST PIPE FITTINGS	SUPPLIES	\$150.24
POMP'S TIRE SERVICE INC.	TIRES/SERVICE/REPAIR	\$1,566.77
\$1,326.14 INV 1760024972 385/65R22.5 X 2, \$60.00 " " COUNTERACT ECO-BALANCE X 2, \$ 61.29 " " FLAT REPAIR, \$107.52 " " TRK DSMNT/MNT X 2, \$11.82 " " SHOP/SERVICE SUPPLIES		
RDO EQUIPMENT CO	36 LATHE	\$47.69
SDACHS	2026 SDACHS & NACE	\$800.00
STURDEVANT'S AUTO VALUE	SUPPLIES/PARTS/TOOLS	\$534.92
\$31.99 INV 831043043 DRIVE BUDD WHEEL, \$23.99 INV 831043187 SNAP RING PLIERS, \$8.41 " " ON-OFF-ON TGL 50 AMP, \$30.19 INV 831042850 FEMALE FL FAC OR, \$13.29 " " FEMALE FLAT FACED OR, \$42.40 " " HYDRAULIC HOSE X 80, \$54.95 INV 831042851 30/30 SPR BRAKE, \$329.70 INV 831042849 30/30 SP BRAKEX6		
DONALDSON, CLINT	2011 TRAIL KING BELL	\$30,700.00
	TOTAL FOR COUNTY ROAD & BRIDGE FUND	\$39,616.71
911 SURCHARGE REIMB FUND		
GOLDEN WEST	TELECOMM/INTERNET/FA	\$859.99
	TOTAL FOR 911 SURCHARGE REIMB FUND	\$859.99
EMERGENCY MGT FUND		
GOLDEN WEST	TELECOMM/INTERNET/FA	\$178.91
	TOTAL FOR EMERGENCY MGT FUND	\$178.91
24/7 SOBRIETY FUND		
SD DEPARTMENT OF HEALTH	LABORATORY SERVICES	\$100.00
	TOTAL FOR 24/7 SOBRIETY FUND	\$100.00

	TOTAL FOR BILLS PAID BETWEEN 01/09 AND 01/22/2026	\$93,335.48
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Break at 10:17a.m. ~Back in session at 10:25a.m.

Everett Dossey, Director of Equalization-

- Proposed a public information campaign to educate residents on valuations and information on assist them with property tax forms.

No Public Comment

Joe Allen, Commissioner, had no update to report on the proposed Jail/Justice Center.

Don Olstad, County Resident, spoke to oppose the proposed Jail/Justice Center. He expressed concern with the property tax increases within the last five years, and his concern was expressed on further increasing property taxes to fund the jail. He estimated it would increase the mill levies by 37.5% based on 2025 valuations.

Vince Logue, County Resident, got up to support the proposed Jail/Justice Center.

Vince feels that looking at the two options we have is either transport and pay to house inmates in other counties or build a new facility. In the long run the cost to transport will be more than building the facility. Vince stated we could bring in income by housing prisoners for the US Marshalls.

Motion made by Russell, seconded by Allen to approve the Collective Bargaining Agreement between Laborer's Local Union 620 and Fall River County 12/21/2025-12/20/2028.

Sue Ganje, County Auditor, presented abatements and refunds.

Motion made by Allen, seconded by Cope to approve the following: refund for parcel # 21000-00806-15300, '24 pay '25 in the amount of \$1,302.80 for Flyte, Mary Jane; abatements for the following: parcel #81900-01979-00090, '25 pay '26 in the amount of \$102.46 for Singleton, Connie; parcel# 65010-00500-00000, '24 pay '25 in the amount of \$128.12 for Angostura Estates Homeowners and Water Users Assn Inc; parcel# 09000-00703-11200, '25 pay '26 in the amount of \$2,135.89 for Varas, Theodore Jr Revocable Trust; parcel# 75320-00300-00800, '25 pay '26 in the amount of \$2,265.00 for McElroy, Timothy & Linda; parcel# 85000-02020-00020, '25 pay '26 in the amount of \$556.68 for Selah Mission; parcel# 75500-01700-00600, '25 pay '26 in the amount of \$1,716.31 for Hofer, Tommy & Judith; parcel# 75410-01100-01200, '25 pay '26 in the amount of \$1,202.40 for Muheim, Danney; parcel# 72190-00100-00700, '25 pay '26 in

the amount of \$295.43 for Graham, Norman Jr; parcel# 72100-01100-01200, '25 pay '26 in the amount of \$584.00 for Peters, Joe & Cheryl; parcel# 78100-03500-00100 and 78100-03500-00200, '25 pay '26 for the total amount of \$261.26 for the Town of Oelrichs; parcel# 78100-05800-00100 and 78100-05800-00500, '25 pay '26 for the total amount of \$558.54 for the Oelrichs Volunteer Fire Dept.

Motion made by Cope, seconded by Allen, to enter Executive Session per SDCL 1-25-2 (1) personnel, (3) legal.

The Board came out of Executive Session at 11:19 a.m.

Chairman Falkenburg declared the meeting adjourned at 11:19 a.m.

/s/ Joe Falkenburg

Joe Falkenburg, Chairman
Board of Fall River County Commissioners

ATTEST:

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



Auditor Office <aud@frcounty.org>

Action Item for 2/5/2026 Agenda

1 message

Rachel Hosterman <so@frcounty.org>

Fri, Jan 30, 2026 at 9:50 AM

To: Jessica Dossey <payroll@frcounty.org>, "Ganje, Sue" <Sue.Ganje@state.sd.us>

Cc: Lyle Norton <sheriff.norton@frcounty.org>

Hi, Jessica and Sue -

Please add the following Action Item to the 2/5/2026 Agenda:

Reinstate Anthony Otteson's time in service with Fall River County to original hire date of April 22, 2019.

Thank you!

Rachel Hosterman
Administrative Assistant/Civil Deputy
Fall River County Sheriff's Office
906 N River Street
[Hot Springs SD 57747](#)
[Office \(605\)745-4444](#)
so@frcounty.org



Auditor Office <aud@frcounty.org>

Re: SURPLUS 02283

1 message

States Attorney Office - Carol Boche <sa.circuit@frcounty.org>
To: Stacy Schmidt <bookkeeping@frcounty.org>

Tue, Jan 27, 2026 at 9:37 AM

I put it in the subject line...#02283 😊😊😊

Carol Boche, Paralegal

The Office of the State's Attorney

Fall River and Oglala Lakota Counties

[906 N. River Street, Suite 301](#)

[Hot Springs, SD 57747](#)

sa.circuit@frcounty.org

[\(605\) 745-3866 office](tel:(605)745-3866)

[\(605\) 745-3855 fax](tel:(605)745-3855)

"Fiat iustitia ruat cælum" ~ Lord Mansfield 1772

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On Tue, Jan 27, 2026 at 8:20 AM Stacy Schmidt <bookkeeping@frcounty.org> wrote:

Carol, if there is an asset tag we need the number and you can't throw it away until the Commissioners approve it.

Thanks,

Stacy Schmidt

Deputy Auditor/Bookkeeper

[Fall River County](#)

[906 N River St](#)

[Hot Springs, SD 57747](#)

605-745-5130

On Mon, Jan 26, 2026 at 5:00 PM States Attorney Office - Carol Boche <sa.circuit@frcounty.org> wrote:
Hi there,

Our CD player has stopped working so we will need to surplus it. Can I just toss it?

Carol Boche, Paralegal

The Office of the State's Attorney

Fall River and Oglala Lakota Counties

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Emergency Management
Fall River County

Dar Coy

906 N. River St.
Hot Springs, SD 57747

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



Date: February 05, 2026

Subj: Commission Update

1. HLS Grant period open and notification sent to partners
2. Courthouse concrete barriers set by county highway
3. The final CWPP and HMP final draft received from Kailey Snyder
4. Alert and warning systems contacted Code Red, Everbridge and Hyper-Reach
5. 1st quarter LEMPG paperwork completed

Action Item: Code Red quote \$4615.58, Everbridge quote \$4887.50, Hyper-Reach quote \$4500.00
Emergency Management and PIO/GIS recommendations is Everbridge.

Emergency response: 1/17/2026 HSVFD Fire alarm, Edgemont Fire propane leak, HSVFD Propane call Historic Log cabin.

Dar Coy
Emergency Manager
Fall River County
906 N. River Street
Hot Springs, SD 57747



Sales Quote: Q-721744

Offer Expires: June 09, 2025

Prepared for:

Stacey Martin
GIS Coordinator
Fall River County Board of
Commissioners, SD
906 N. River St.
Hot Springs, SD 57747
+1.605.745.5132
gis@frcounty.org

Prepared by:

Heather Whiting
OnSolve
6240 Avalon Blvd
Alpharetta, GA 30009

heather.whiting@onsolve.com

Payment Terms: Net 30

Billing Frequency: Annually

Currency: USD

Subscription Service Fees

Critical Communications

Item/Description	Order Term	Qty	Annual Price*	Term Total
CodeRED Standard Plus Package	04/02/2026 - 04/01/2029	1	\$3,615.58	\$10,846.73
CodeRED Plus Package includes: 6,300 non-Emergency voice minutes per year. Overage will be billed at USD 0.40 per voice minute in blocks of 630.	04/02/2026 - 04/01/2029	1	\$0.00	\$0.00
CodeRED Weather Warning	04/02/2026 - 04/01/2029	1	\$0.00	\$0.00
CodeRED IPAWS Integration	04/02/2026 - 04/01/2029	1	\$1,000.00	\$3,000.00
CodeRED Premium Data	04/02/2026 - 04/01/2029	1	\$0.00	\$0.00
Critical Communications Subscription Fees				\$13,846.73

ORDER TOTAL

\$13,846.73

Annual Fees

Year 1 Subscription Fees + Non-Recurring Service Fees	\$4,615.58
Year 2 Subscription Fees	\$4,615.58
Year 3 Subscription Fees	\$4,615.58

*The Fees shown above may have been rounded to two decimal places for display purposes. As many as ten decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Fees displayed above, and are the true and binding totals for this order.

Service Description -- Critical Communications

Quotation

Quote #: Q-252001-1
Date Created: 1/29/2026
Expires On: 2/27/2026

Salesperson: Sadey Rodriguez
Email: sadey.rodriguez@everbridge.com

Bill to:
Fall River County, SD
906 N River St Ste 301
Hot Springs SD 57747
United States

Ship to:
Fall River County, SD
906 N River St Ste 301
Hot Springs SD 57747
United States

Bill to Contact:

Name:
Contact Number:
Email:

Contract Summary Information	
Contract Period:	36 Months
Payment Term:	Net 30
Everbridge Entity:	Everbridge, Inc. - 26-2919312
Total Amount:	USD 14,662.50

Year 1

QTY	DESCRIPTION	PRICE
6,747	Public Communications Standard - US	USD 4,250.00
1	Smart Weather Alerting (includes 1 location in base weather subscription)	USD 637.50
Year 1 TOTAL:		USD 4,887.50

Year 2

QTY	DESCRIPTION	PRICE
6,747	Public Communications Standard - US	USD 4,250.00
1	Smart Weather Alerting (includes 1 location in base weather subscription)	USD 637.50
Year 2 TOTAL:		USD 4,887.50

Proposed Services and Pricing Options

Hyper-Reach Emergency Mass Notification Services for Fall River County, SD

Setup Fee (one-time only, waived with multi-yr contract) **\$500.00**

Fully Hosted, Completely Unlimited Solution **\$4,500/yr**

Includes:

- **Truly Unlimited usage** –pertains to users, contacts, lists, saved messages, all types of alert campaigns, notifications, access, et cetera
- **Web, phone, and mobile app access** to your account for launching notification campaigns
- **Account set-up fee waived with multi-yr contract, Maintenance, Security and Upgrades are all included**
- **Automated Weather Alerts from NOAA (National Weather Service)** as selected, tornado warnings to all residents in the database in affected areas (optional)
- **Mapping tool** for public alerts, **Integration** of landlines and available mobile numbers (all provided by Hyper-Reach) with your local GIS mapping data & our mapping tool for highest accuracy and coverage
- **Extensive Marketing Support** to help engage and enroll more citizens
- **More ways to sign up** – web form, QR Code, IVR phone signup, text, Alexa, mobile app and more
- **Live Customer Support available 24/7 by phone**
- **Robust reporting** for ongoing and completed campaigns, with individual details and responses
- **Easy-to-use IPAWS (Integrated Public Alert & Warning System) integration***
- **Integrated services** to extend your reach - send alerts to Facebook, X (Twitter), NextDoor, Browsers, IPAWS, your web site, etc.
- Additional options for citizens to opt in for **non-emergency** alerts and info
- **Child accounts** to share with other depts and agencies within your jurisdiction as you choose
- **Live interactive Web Training** for you and your users
- **Annual pricing locked in for the term of the contract**
- **24/7 live phone support**

**FEMA requires certification for IPAWS. We will point you in the right direction to get started if you do not have it now.*

**** New Features included with this proposal****

- **245+ Additional languages available for translating text alerts on public facing alert page (PFP)**
- **Smart Message™ offers AI assistance while composing messages for your alerts**
- **Optional Two factor authentication (2FA) for additional login security**
- **Single Sign-on (SSO)**
- **New Customer User Portal**
- **New Customer Hub**

NOTE: This Pricing will be in effect for 60 days.

GSA Contract Holder GS-35F-072CA



Auditor Office <aud@frcounty.org>

(no subject)

1 message

Highway Department <hwy@frcounty.org>

To: Jessica Dossey <payroll@frcounty.org>, Auditor Office <agenda@frcounty.org>

Tue, Jan 27, 2026 at 10:10 AM

Jessica,

Could you please add this quote to the agenda for our next meeting? Tony would like it included for discussion. I will submit the formal invoice as soon as I receive it from them.

If you have any questions regarding this item, please feel free to give Tony a call.

Thanks,

**Julie Silvernail- Office Manager
Fall River County Hwy Dept.
605-745-5137**

 **Butler warranty.pdf**
899K

Extended Protection Quote Confirmation

Customer Quote

Quote Number : 1769463799765

Quote Date : 01/26/2026
Price Expiration Date : 03/27/2026

Quote Status : Draft-NOT ACCEPTED

Customer Information :
FALL RIVER COUNTY
HIGHWAY DEPARTMENT
PO BOX 939
HOT SPRINGS
SOUTH DAKOTA
57747-0939
UNITED STATES

Dealer Information :
BUTLER MCHY
3402 36TH ST S
PO BOX 9559
FARGO
NORTH DAKOTA
58104-8804
UNITED STATES
anthonybosch@butlermachinery.com

Product Information :
Model : 140M3 AWD
Serial# : N9J00698
Type : Published
Emissions Control Indicator : NONE
Original Delivery Date : 02/16/2018
Product Status : Trade In/Other
Current Usage : 6,536 Hours

Repair & maintenance
4/25/03/11

Coverage	P/L	Duration	Usage	Deductible	Amount
POWERTRAIN + HYDRAULICS + TECH	PARTS AND LABOR	12 Months	750 Hours	0.00	6,070.00
POWERTRAIN + HYDRAULICS + TECH	PARTS AND LABOR	12 Months	1000 Hours	0.00	7,600.00
POWERTRAIN + HYDRAULICS + TECH	PARTS AND LABOR	24 Months	1500 Hours	0.00	12,290.00
POWERTRAIN + HYDRAULICS + TECH	PARTS AND LABOR	24 Months	2000 Hours	0.00	14,930.00
POWERTRAIN + HYDRAULICS + TECH	PARTS AND LABOR	36 Months	2000 Hours	0.00	15,750.00
POWERTRAIN + HYDRAULICS + TECH	PARTS AND LABOR	36 Months	2500 Hours	0.00	19,790.00
POWERTRAIN + HYDRAULICS + TECH	PARTS AND LABOR	48 Months	1500 Hours	0.00	13,660.00
POWERTRAIN + HYDRAULICS + TECH	PARTS AND LABOR	48 Months	3000 Hours	0.00	25,390.00

Other:
Administration Fee
Late Fee
Tax
Total Customer Amount 0.00
Currency USD



My Account



My Cart



Checkout

Search



SKIDRIL



ABOUT US

Power Supply 3900.00
Hose Kit 440.66

Post Driver 1 3550
6790.66

SKIDRIL is the world's leading innovator in light construction tools. We are an American based manufacturer and supplier of high quality commercial grade; post drivers, paving breakers, rock drills, core drills, post pullers, tampers, power supplies, parts and accessories.

total

6790
199
————
6,989.66

All our products are commercial grade high quality tools with unmatched lifetime warranties on key internal parts. SKIDRIL's are ergonomically designed and manufactured to extreme tolerances, combining performance in light weight packages. Our proprietary technology makes our equipment more powerful per unit of HP than any others on the market.

CONNECT WITH US

SKIDRIL

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- ✓ About Us
- ✓ Checkout
- ✓ Contact Us
- ✓ Cart
- ✓ Privacy Policy
- ✓ Terms and Conditions
- ✓ Return / Refund Policy

CONTACT INFORMATION

235 Labrador Drive • Randleman, NC 27317

Customer Service Hours: Monday - Friday
9am-5pm

800-843-3745

info@skidril.com

DMC Wear Parts
3133 Humboldt Ave S
Minneapolis, MN 55408-
2559



Invoice

BILL TO
Fall River County HWY Dept
PO Box 939
Hot Springs, SD 57747

SHIP TO
Fall River County HWY Dept
PO Box 939
Hot Springs, SD 57747

INVOICE #	DATE	TOTAL DUE	DUUE DATE	TERMS	ENCLOSED
5580	01/02/2026	\$12,500.10	02/01/2026	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
CR:Road Rage Scarifier	1	9,000.00	9,000.00
Front Mounted Scarifier System			
GTR:G87KCSBSR-CO	60	18.335	1,100.10
G87KCSBSR Carbide bit w/Gator Skin Carbide			
Overlay			
DMC60C	2	1,200.00	2,400.00
Heavy Duty Bit Board - 1.25x6x60			
Delivered by DMC Wear Parts			

THANK YOU FOR YOUR BUSINESS!
DMC WEAR PARTS IS YOUR SOURCE FOR
ALL HEAVY EQUIPMENT CUTTING EDGES,
UNDERCARRIAGE PARTS, and FASTENERS.
WWW.DMCWEARPARTS.COM

BALANCE DUE **\$12,500.10**

2-5-26
20260360120

D P 26

*Product can be returned only with approved written authorization from DMC Wear Parts. All returns are subject to a 25% restocking fee.

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

TO: THE BOARD OF COUNTY COMMISSIONERS

DATE: February 2, 2026

**FALL RIVER COUNTY,
HOT SPRINGS, SOUTH DAKOTA**

GW PROJECT NUMBER: 60966/T26067

Application is hereby made by Golden West Telecommunications, South Dakota for permit to occupy highway right-of-way located from: an existing vault north of Watts Ln
To: the ROW of SD Hwy 79

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 extend mainline to provide services to a new residence.
2. Pipe size, cable size and type: BFO 24 & PVC Innerduct
3. Outside diameter: Cable: 0.56" & Duct: 1.660"
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 no cost to the County or the Federal Government.

APPROVED 20

SUBMITTED February 2 20 26

County Chairman

Golden West Telecommunications

County Auditor

By Mickie Abell, SR/WA-EU

Right of Way Specialist

**As Staked**

Golden West Telecommunications
Name: Fall River Co Hwy
WO: 126867
Exch: Fall Springs
Route: Cheyenne Dr.
ROW: Public

Staked By: CB Date: 1-22-26
Reviewed By: M/LA Date: 2-2-26

Reviewed By: Date: _____

Reviewed By: Date: _____

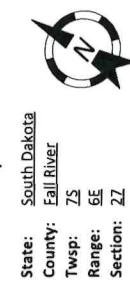
Plowed By: Date: _____

As Built By: Date: _____

Drawing Not To Scale

Sheet 1 of 1

CONFIDENTIAL



FAXED BID: 605-745-4188

EMAILED BID: Andrew_nelson@nelsonoildandgas.com

TO: FALL RIVER COUNTY HIGHWAY DEPT. FAX # 745-5912

PHONE # 745-5137

EMAIL Hwy@frcounty.org

DATE: 2/3/2026

FROM: PHONE:

BID: PROPANE 1000G (WEST) TANK HOT SPRINGS SHOP - 7 %
PROPANE 1000G (EAST) TANK HOT SPRINGS SHOP - 60 %

AMOUNT OF BID: #1.49 / gal

(This bid includes all appropriate taxes and fees)

Awarded

Signed

By: Andrew Nelson

Nelson's Oil + Gas

Note: all faxed & emailed bids must be received in the Fall River County Highway Dept. office at the above number before 10:00 A.M. to be considered, unless otherwise stated by the caller for bids.

If declining to bid, please write the words: "Decline today's bid." On the line designated for the Bid Amount.

Thank You

FAXED BID:

EMAIL BID: mfazio@cbhcoop.com
chershey@cbhcoop.com
hsdriver@cbhcoop.com

TO: FALL RIVER COUNTY HIGHWAY DEPT. FAX # 745-5912

PHONE # 745-5137

EMAIL Hwy@frcounty.org

DATE: 2/3/2026

FROM: **PHONE:** 605-490-2876

BID: PROPANE 1000G (WEST) TANK HOT SPRINGS SHOP - 7 %
PROPANE 1000G (EAST) TANK HOT SPRINGS SHOP - 60 %

AMOUNT OF BID: No Response
(This bid includes all appropriate taxes and fees)

Signed

By: _____

Note: all faxed & emailed bids must be received in the Fall River County Highway Dept. office at the above number before 10:00 A.M. to be considered, unless otherwise stated by the caller for bids.

If declining to bid, please write the words: "Decline today's bid." On the line designated for the Bid Amount.

Thank You

FAXED BID:

EMAILED BID: bruce@vollanoil.com
toddvollanoil.com

TO: FALL RIVER COUNTY HIGHWAY DEPT. FAX # 745-5912

PHONE # 745-5137

EMAIL Hwy@frcounty.org

DATE: 2/3/2026

FROM: PHONE:

BID: PROPANE 1000G (WEST) TANK HOT SPRINGS SHOP - 7 %
PROPANE 1000G (EAST) TANK HOT SPRINGS SHOP - 60 %

AMOUNT OF BID: not offering a bid per email
(This bid includes all appropriate taxes and fees)

Signed

By: _____

**Note: all faxed & emailed bids must be received in the Fall River
County Highway Dept. office at the above number before 10:00 A.M. to
be considered, unless otherwise stated by the caller for bids.**

**If declining to bid, please write the words: "Decline today's bid." On the
line designated for the Bid Amount.**

Thank You

FAXED BID:

EMAILED BID: beguinpropane@gmail.com

TO: FALL RIVER COUNTY HIGHWAY DEPT. FAX # 745-5912

PHONE # 745-5137

EMAIL Hwy@frcounty.org

DATE: 2/03/2026

FROM: PHONE:

**BID: PROPANE 1000G (WEST) TANK HOT SPRINGS SHOP - 7 %
PROPANE 1000G (EAST) TANK HOT SPRINGS SHOP - 60 %**

AMOUNT OF BID: N/A Per Call
(This bid includes all appropriate taxes and fees)

Signed

By: _____

**Note: all faxed & emailed bids must be received in the Fall River
County Highway Dept. office at the above number before 10:00 A.M. to
be considered, unless otherwise stated by the caller for bids.**

**If declining to bid, please write the words: "Decline today's bid." On the
line designated for the Bid Amount.**

Thank You

FALL RIVER COUNTY RESOLUTION #2026-

**A PLAT OF VENNER TRACTS 1, 2, AND 3 OF BLACK HILLS FLYWAY
SUBDIVISION, LOCATED IN THE NW1/4 OF SECTION 8, T8S, R5E, BHM, FALL
RIVER COUNTY, SOUTH DAKOTA,**

Formerly Lot 8, Lots 32 thru 37, and the vacated 66' Public R.O.W. between Lot 8 and Lots 32 thru 36

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 unplatte 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 5th day of February, 2026.

Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

Sue Ganje, Auditor
Fall River County Auditor

VENNER TRACTS 1, 2, AND 3 OF BLACK HILLS FLYWAY
SUBDIVISION, LOCATED IN THE NW1/4 OF SECTION 8, T8S,
R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA

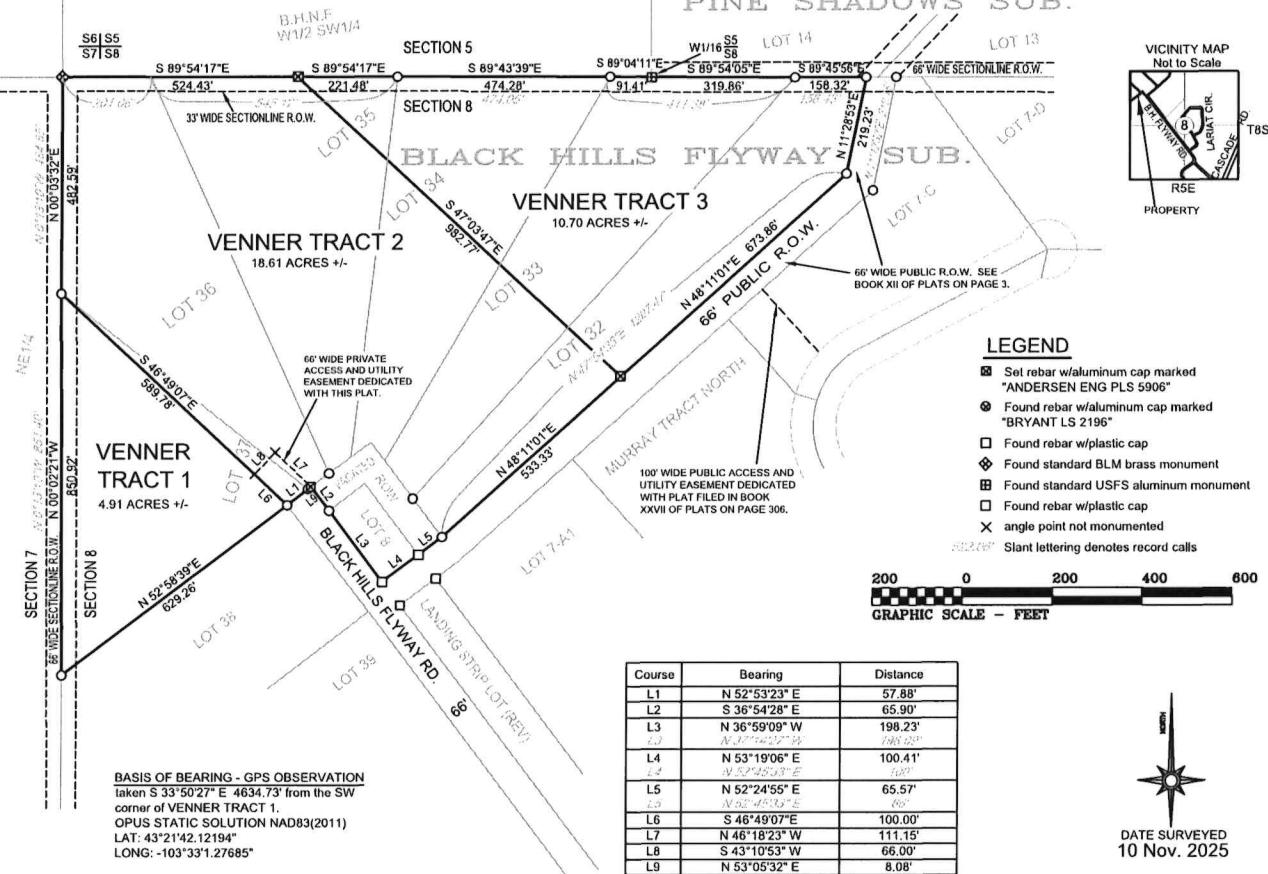
FORMERLY LOT 8, LOTS 32 THRU 37, AND THE VACATED 66' PUBLIC R.O.W.

BETWEEN LOT 8 AND LOTS 32 THRU 36

NOTE: See Book XII of
Plats on Page 3 for plat of
Lots 32 thru 37 of Black
Hills Flyway Subdivision.

NOTE: See Book XIX of
Plats on Page 19 for plat
of Lot 8 of Black Hills
Flyway Subdivision.

NOTE: See Miscellaneous Book 162M on Page 369 for Vacation of R.O.W. adjacent to Lot 8 of Black Hills Flyway Subdivision.



CERTIFICATE OF SURVEYOR

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 plan 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.

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.

Fall River County Treasurer

112 JOURNAL OF CLIMATE

CERTIFICATE OF HIGHWAY AUTHORITY
It appears that every lot has an acceptable approach location onto a public road and the location of the

Highway Authority _____ Date: _____

ACKNOWLEDGMENT OF OWNERSHIP

ACKNOWLEDGMENT OF OWNERSHIP
STATE OF _____, COUNTY OF _____
On this _____ day of _____, 2026, before me, a Notary Public, personally appeared Ivan Venner and Colleen Venner, 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.

Stratton, Fall River County Board of Commissioners

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION

copy of the within plat.
Dated this _____ day of _____, 2026.

CERTIFICATE OF COUNTY AUDITOR
I, Fall River County Auditor, do hereby certify that the resolution adopted by the Board of County Commissioners, held on the _____ day of _____, 20____.

OFFICE OF THE REGISTER OF DEEDS
Filed for record this _____ day of _____

For more information, contact the Office of the Vice President for Research and the Office of the Vice President for Student Affairs.

	Prepared by ANDERSEN ENGINEERS <i>Land Surveyors</i>		
Drawn by DR/RW	Date 11/18/2025	P.O. Box 446 Edgemont, SD 57735 (605)-662-5500 andersenengineers@gwlc.net	
Approved by McB	Date 12/26/2025		
Scale 1"=200'	Sheet 1 of 1	File Name: L32 BH FLYWAY	



CLOUDSAFE

QUOTE

Number: Q-01653

Date: 1/6/2026

Sold To	Ship To
---------	---------

Fall River County
Sue Ganje
605-745-5130
sue.ganje@state.sd.us
906 North River Street
Hot Springs SD
57747

Fall River County
Sue Ganje
605-745-5130
sue.ganje@state.sd.us
906 North River Street
Hot Springs SD
57747

Notes	Payment Terms	Expiration
Net 30		

Qty	Description	Unit Price	Ext. Price
1	HWSE STORAGE System Storage TS2250 Tape Drive Exp Model H5S On-site Repair,ORT=SD,24x7 <ul style="list-style-type: none">Valid From 1/06/2026 Through 1/5/2027Model Number 3580-H5SSerial Number 97GY016	\$1,266.00	\$1,266.00
1	HWSE POWER IBM Power System S814 On-site Repair,ORT=SD,24x7 <ul style="list-style-type: none">Valid From 1/06/2026 Through 1/05/2027Model Number 8286-41ASerial Number 21A677W	\$1,680.00	\$1,680.00
1	IBM HARDWARE RE-ESTABLISHMENT FEE FOR STORAGE <ul style="list-style-type: none">System Storage TS2250 Tape Drive Express Model H5SOne Month Lapse in Coverage	\$101.68	\$101.68
1	IBM HARDWARE RE-ESTABLISHMENT FEE FOR POWER <ul style="list-style-type: none">IBM Power System S814One Month Lapse in Coverage	\$182.00	\$182.00

Total:\$3,229.68

Applicable tax and shipping will be invoiced

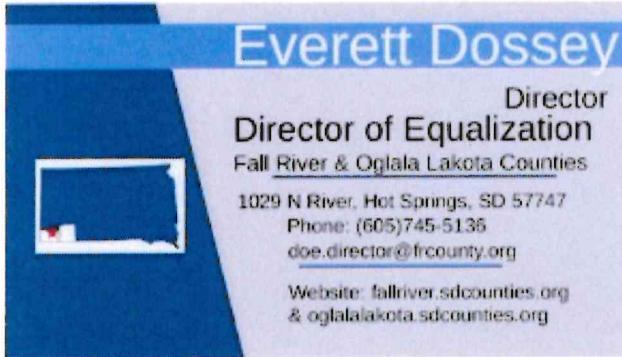
Abatements

1 message

Everett Dossey <doe.dossey@frcounty.org>
To: "Ganje, Sue" <sue.ganje@state.sd.us>, agenda@frcounty.org

Fri, Jan 30, 2026 at 7:49 AM

Please let me know if you have any questions



 **abatements feb 2026.xlsx**
13K

		County		Full & True				Fixed Values						
Parcel_Number	Deedholder	Legal Description		Reason	Year	Ag	NA	0/O	Ag	NA	0/O	Tax District	NA Factor	AG Factor
05000-01007-304-00	State of South Dakota	NE1/4SE1/4, SEC 30, TWP 10, RG 7		Tax exempt removed by mistake	2024 Pay 2025	\$ 23,310						24	0.912	0.85
12000-00706-063-22	Veterans Helping Hands Project	VHHHP TRACT, SEC 6, TWP 7, RG 6 (10.0 ACRES)		Tax exempt filed on time not updated in the system	2024 Pay 2025							\$ -		
72150-00100-001-00	HERNANDEZ, MAUREEN ANNE	FIRST ADDN: LOT 1, BLK 51		Surviving Spouse letter Provided Vet exempt 12/22/2022	2024 Pay 2025							\$ 130,000		
					2025 Pay 2026							\$ 112,160	39	0.912
												\$ 126,950	39	0.923
		Hot Springs		Full & True				Fixed Values						
Parcel_Number	Deedholder	Legal Description		Reason	Year	Ag	NA	0/O	Ag	NA	0/O	Tax District	NA Factor	AG Factor
75116-00000-009-03	Fall River Health Services	BOULDER FALLS BUSINESS PARK ADDN: TRACT 3		Tax exempt filed on time not updated in the system	2024 Pay 2025							\$ 73,130		
75116-00000-009-02	Fall River Health Services	BOULDER FALLS BUSINESS PARK ADDN: TRACT 2		Tax exempt filed on time not updated in the system	2024 Pay 2025							\$ 885,140		
75410-00900-007-00	HOT SPRINGS MINISTERIAL AS HOT SPRINGS: LOTS 7,8,9, EXCEPTING SE 9" OF LC	the system (33% Use is exempt)		Tax exempt filed on time not updated in the system (33% Use is exempt)	2023 Pay 2024							\$ 219,726	6	0.912
					2024 Pay 2025							\$ 229,743		
75440-01200-006-00	Sund, Lorinda Lou	PHILLIPS ADDN: LOT 6, BLK 12		Late applicant for Elderly Freeze	2023 Pay 2024							\$ 342,900		
81900-00000-051-30	Mobile Home on leased site	Disposed of abandoned mobile home on a leased site.		Disposed of abandoned mobile home on a leased site.	2024 Pay 2025							\$ 126,380		
					2025 Pay 2026									
		Oelrichs		Full & True				Fixed Values						
Parcel_Number	Deedholder	Legal Description		Reason	Year	Ag	NA	0/O	Ag	NA	0/O	Tax District	NA Factor	AG Factor



SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

MAIN OFFICE
208 Island Drive
Ft. Pierre, SD 57532
MAILING ADDRESS
PO Box 91348
Sioux Falls, SD 57109

PHONE: 605.224.8654 option 2
TOLL FREE: 800.658.3633 option 2

January 2026

To: SDPAA Members
From: Lynn Bren, SDPAA Executive Director

Re: Intergovernmental Agreement Update

Greetings,

During the December 4, 2025, Board of Directors Meeting, the SDPAA voted to update the Intergovernmental Contract (IGC). The updated version of the IGC is provided with two copies of the signature page.

We would ask that an appropriate representative of your entity execute one of the IGC signature pages and return the same to our office. You may return this sheet to us in one of two ways:

1. Either scan the executed copy of the signature page to the SDPAA's general email box, with the subject line "(Name of your Entity) – IGC Signature Page."
The email address is: sdpaa@sdmunicipalleague.org.

OR

2. You may mail the original signature page to our Sioux Falls mailing address:
SDPAA
PO Box 91348
Sioux Falls SD 57109

We request that this updated signature page be returned to our office not later than March 1, 2026.

The changes to the IGC include:

- The addition of language to Article V which serves to clarify that no Member shall have more than one representative serving on the Board at any one time. This is consistent with the intent of the IGC as previously written.
- The reformatting of the content for Article IX, moving the notice rescinding paragraph to the top of the section. The relocation of this paragraph does not change or alter the prior version's language nor intent.

If you have any questions, please do not hesitate to contact me directly.

It is our privilege to serve as your partner for your Liability and Property Coverage needs.

Lynn Bren, AIC SCLA
SDPAA Executive Director
605-254-6542
lbren@sdpaa.org

**INTERGOVERNMENTAL CONTRACT
FOR THE
SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE**

This Contract is made and entered into by the undersigned who, upon execution of the Contract, will become contractually bound with all other signatories.

Whereas, the Acts of the State of South Dakota authorize and/or permit various Governmental Authorities to contract, and;

Whereas, the undersigned desires, along with other such entities, to form or join or reaffirm their membership in a local government risk pool to be known as the South Dakota Public Assurance Alliance, and;

Whereas, pursuant to the authority granted by SDCL ch. 1-24 and any acts amendatory thereto, the undersigned executes this document for purposes of joining or reaffirming membership, by virtue of an intergovernmental contract, the local government risk pool known as the South Dakota Public Assurance Alliance;

Now, therefore, the undersigned executes this Agreement in consideration for other Governmental Authorities executing this Agreement for the purpose of joining or reaffirming their membership in a local government risk pool known as the South Dakota Public Assurance Alliance. The undersigned agrees to abide by the terms and conditions of this Contract and all actions taken pursuant to this Contract. In consideration of the mutual covenants of all signatories to this Intergovernmental Contract it is agreed as follows:

ARTICLE I – NAME

The Pool created by this Contract shall be known as the South Dakota Public Assurance Alliance, hereinafter referred to as the "Alliance."

ARTICLE II – PURPOSE

The signatories hereto, together with future signatories, establish a contractual local government risk pool for the purpose of effectuating this Agreement; which Pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of the Agreement. The purpose of this Agreement is to enter into an Intergovernmental Contract to form a local government risk pool, to provide for joint or cooperative action by Members relative to their financial and administrative resources for the purpose of providing risk management services and risk sharing facilities to the Members and to the Member's employees, and to defend and protect, in accordance with this Agreement, any Member of the Alliance against liability as defined under Pool Retention and in the Member's Risk Sharing Certificate. This Contract and the activities hereunder shall not constitute doing an insurance business. This Agreement is intended to create a contractual relationship and agreement between the signatories.

This Agreement shall constitute a contract among those Governmental Authorities which shall now or at any time enter into this Agreement and become Members of the Alliance.

The liability of each Member is limited to the amount of financial contributions required to be made to the Alliance pursuant to the Agreement except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII.

This Agreement shall not inure to the benefit of third parties nor does any party hereto waive such sovereign or governmental immunity as may be available to it individually.

In no event shall a Member be responsible, jointly or severally, for the liabilities of any other Member except in the event of termination of the Alliance by the Alliance membership as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII when all Alliance Members would be responsible for a joint liability of the Alliance. In no event will an individual Member be responsible for any liabilities of any other Member.

16. Operating Fund	--"Operating Fund" shall mean those amounts allocated to and designated as "Net Assets-Unrestricted" in the Alliance's financial statements, as a result of increasing such amounts by the Annual Operating Contribution and investment income, and subtracting the expenses of the Alliance.
17. Pool	--"Pool" shall mean the cumulative funds collected under this Contract and the contractual activities conducted hereunder, also sometimes referred to as the Alliance. The Pool is the sum of all Members' funds and contractual duties, benefits and obligations.
18. Pool Retention	--"Pool Retention" shall mean the amount that the Board may determine to retain as a designated retention from time-to-time.
19. Property Coverage	--"Property Coverage" shall mean the coverage afforded a Member for Property Risk, pursuant to the Member's Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.
20. Property Risk	--"Property Risk" shall mean Property, Vehicle Physical Damage, Inland Marine, Crime, Boiler and Machinery, and other similar coverages usual to a Governmental Authority.
21. Risk Sharing Certificate	--"Risk Sharing Certificate" shall mean that document provided a Member evidencing the scope, nature, term, and limits of participation in the Alliance.
22. Scope of Coverage	--"Scope of Coverage" shall mean the coverage, limits, and deductibles as established and defined in this agreement, any applicable separate coverage document, the Risk Sharing Certificate, and any other applicable document defining or establishing such terms, and subsequent amendments thereto.

ARTICLE IV – MEMBERSHIP

Contractual membership of the Alliance shall consist of Governmental Authorities who have entered into this Agreement or its counterpart by and through an individual duly authorized to execute this Agreement, and who have agreed to make the Member's Contribution pursuant to the further provisions hereof. Members agree to the admission of future Members and acknowledge that they shall have no right to object to the addition of such Members provided they are admitted in accordance with the terms hereof. This Agreement shall be automatically renewed unless the provisions for withdrawal or termination are applied.

Each Member shall appoint an individual and an alternate to represent the Member with the Alliance. That individual or alternate shall act as a liaison between the Member and the Alliance for purposes of relating risk reduction and loss control information, and any other information or instructions concerning the obligations of the Member imposed by this Agreement and the rules and regulations established hereunder. The individual or alternate shall cast, on behalf of the Member, any vote which the Member is required or permitted to cast.

The obligations of Members of the Alliance shall include, but not necessarily be limited to, the following:

1. To promptly report to the Administrator or designated Claims Administrator any incident which could result in a claim being made by or against the Member within the Scope of Coverage.
2. To cooperate with and institute to the degree possible all loss prevention procedures established by the Administrator.
3. To provide to the Administrator such information as needed for rating purposes, including but not limited to, a completed renewal packet and any supplement questionnaires, as requested, and a budget approved by

5. Eligibility and Vacancies. The Board shall be the judge of the election and qualifications of its members and of the grounds for their forfeiture of office. The Board may remove any Board member for cause as determined by a 2/3 vote of the entire Board. "For cause" shall include but not be limited to a Board member having excessive absences from the meetings of the full Board or any other instance where a Board member's continued service has become untenable by the sole determination of a 2/3 vote of the Board. Such removal for cause of a Board member shall then be deemed a vacancy as described by this Article. Should the number of members of the Board become reduced due to disqualification, death, incompetence, resignation or other cause, the remaining members of the Board may appoint a person or persons to fill such a vacancy or vacancies until the time of the next annual meeting of the South Dakota Public Assurance Alliance so that the Board shall be maintained numerically during that time. At the next annual meeting of the South Dakota Public Assurance Alliance, the Nominating Committee of the Board of Directors shall recommend one candidate to fill each vacant position on the Board for the remainder of the term left open and Member entities of the South Dakota Public Assurance Alliance present at that annual meeting shall vote on the candidate recommended by the Nominating Committee in the manner described in paragraph 6 below. Any member of the Board may resign by sending notice of his/her resignation to the Chair of the Board and the Administrator.
6. Election and Term of Members of the Board. An election shall be held at the annual meeting of the South Dakota Public Assurance Alliance to fill any Board position that is open, or will become open as the result of an expiring term or vacancy as described in this Article. Applications for all open positions to be filled at such an election shall be submitted in writing to the Nominating Committee of the Board of Directors at least thirty (30) days prior to the date of the South Dakota Public Assurance Alliance annual meeting in question. The Nominating Committee will consider all applications received and recommend one candidate to fill each open Board position. The election held at the annual meeting of the South Dakota Public Assurance Alliance shall be determined by a majority of those Alliance Member entities present and voting at the annual meeting with each Member entity having one vote. A candidate recommended by the Nominating Committee and nominated at the annual meeting shall be deemed elected if he/she receives more than 50% of the votes cast by those Member entities present and voting at the election. If the candidate nominated fails to receive a majority of votes cast at the election then the Nominating Committee shall recommend a second person to stand at election at the same annual meeting. Board members elected at such an election shall take office on the following January 1. All Board members shall be elected to a three (3) year term. A Board member may be removed for just cause by a majority vote of the Board of Directors. There shall be no prohibition on election to successive terms.
7. Meetings of the Board. The Board of Directors shall hold its annual meeting in conjunction with the annual meeting of the South Dakota Municipal League. The Board shall meet a minimum of four (4) times per year and at such other times as called by the Chair. Any item of Alliance business may be considered at such meetings. Special meetings may be called by the Chair or by a majority of the Board of Directors. Meetings may be held by teleconference through any audio or video medium.
8. Executive Committee. The Executive Committee shall be comprised of five (5) members including the three officers elected by the Board, one at-large Board member selected by a majority vote of the Board and the Executive Director of the South Dakota Municipal League. The Committee shall be chaired by the Chair of the Board. The Committee shall inform and direct the Executive Director of the South Dakota Public Assurance Alliance on Board policy and shall make recommendations to the Board as it deems necessary for the prudent operation and management of the Alliance.
9. Officers. By majority vote, the Board of Directors, at its December Board meeting or at a Special Meeting held for the purpose of such election, shall select from the members of the Board, a Chair, Vice-Chair, and Secretary/Treasurer.

ARTICLE VI – POWERS AND DUTIES

The Board of Directors shall be permitted and the undersigned authorizes it to perform and carry out, or delegate to others to perform and carry out, on behalf of the undersigned, each and every act necessary, convenient or desirable to, and for carrying out the purpose of this Contract and the Alliance, including but not limited to:

No covenant or agreement contained herein shall be deemed to be the covenant or agreement of any member of the Board of Directors or the Administrator nor any of its employees and none of such persons shall be subject to any personal liability or accountability by reason of the acceptance of a position or the undertaking of the performance of any of the responsibilities, obligations or duties contemplated in the carrying out of this Agreement, whether by virtue of any construction, statute or rule of law.

ARTICLE VIII – ESTABLISHMENT OF OPERATING FUND

1. The Board shall establish a budget which shall consist of Member's Contributions in amounts not less than the Administrator deems sufficient to annually produce the sum of money reasonably necessary to fund the expenses and any deficiencies which may occur in the Alliance's Operating Fund regulatory authority; the sum of which shall be known as the Annual Budget.
2. Thirty (30) days prior to the Alliance's fiscal year end, or at such other time as directed by the Board, the Administrator shall prepare an Annual Budget for the succeeding fiscal year. The Annual Budget shall be used to assist in determining the annual rates for the Alliance. The rates determined by the approval of the Annual Budget by the Board of Directors are used to determine the contributions for each Member, based on their exposures. Members' Annual Operating Contributions will be determined on an individual basis, based on detailed analysis of exposures and for a one (1) year period from their Risk Sharing Certificate effective date of coverage.
3. In the event that the Operating Fund becomes deficient during any Alliance fiscal year, the Alliance shall liquidate any and all assets and continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the Risk Sharing Certificate until all funds of the Alliance are exhausted. After such time, all coverages and payment of valid claims shall be the sole and separate obligation of each individual Member.

ARTICLE IX – MEMBER'S WITHDRAWAL, CANCELLATION, OR TERMINATION

1. Members agree to continue membership for a period of not less than one (1) full year. At the conclusion of such period, or anniversary thereof, a Member who has given sixty (60) days prior written notice to the Alliance may withdraw. A Member who has not given sixty (60) days prior written notice to the Alliance to withdraw may not withdraw for an additional one (1) full year.

Anything contained in this Agreement to the contrary notwithstanding, a Member that has given notice of withdrawal may rescind said notice provided written notice of rescission is sent to the Alliance within the sixty (60) day period and provided further all contributions required from said Member are made in a timely fashion.

Anything contained in this Agreement to the contrary notwithstanding, a Member's election to cease participation in the Alliance for Property Coverage shall not constitute a withdrawal under any other terms and conditions of the Agreement. Property Coverage applies only to losses or claims which occur prior to the termination date. All rights for reimbursement or any right to claims against the Alliance shall terminate for Property losses which occur after the termination date.

Effective 12:01 a.m. on the date of the withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all unknown Casualty Coverage claims or claims expense shall thereafter become the sole responsibility of the withdrawing Member unless the claim was reported prior to the withdrawal of the Member's participation in the Alliance.

Effective 12:01 a.m. on the date of the withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all Property claims and claim expense incurred thereafter shall become the sole responsibility of the withdrawing Member. Any Property claim reported in a timely manner not to exceed sixty (60) days after its occurrence shall be covered by the Alliance if the claim occurred during the period the Risk Sharing Certificate was in effect and if coverage is otherwise available under the Risk Sharing Certificate.

The Alliance shall terminate at such time as two-thirds (2/3) of the municipal and county Members vote for such termination. After a vote to terminate, the Board shall commence with the orderly liquidation of the Alliance's business and shall complete the same as promptly as possible. During such period of liquidation the Alliance shall continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the Risk Sharing Certificate until all funds of the Alliance are exhausted. After payment of all claims and losses, any remaining funds held by the Alliance shall be paid to all Members of the Alliance at the time of the vote of termination, on a pro rata basis determined by the Board.

To the extent of the existence of funds in the Operating Fund, no Member shall be responsible for any claim, claims, judgment or judgments against any other Member or Members. If upon termination of the Alliance the remaining assets of the Alliance are insufficient to satisfy indebtedness of the Alliance (excluding claims or judgments against the Members), such deficiency shall be made up by assessments against Members of the Alliance on a pro rata basis determined by the Board.

ARTICLE XII – MISCELLANEOUS PROVISIONS

1. The provisions of this Agreement shall be interpreted pursuant to the laws of the State of South Dakota.
2. The parties hereto consent that courts in the State of South Dakota shall have jurisdiction over any dispute arising under this Agreement. The terms of this Agreement may be enforced in a court of law in the State of South Dakota either by the Alliance or by any Member.
3. The consideration for the obligations imposed upon Members pursuant to and under this Agreement shall be based upon the mutual promises and agreements of all Members who now execute or who hereinafter execute this Agreement.
4. This Agreement may be executed in duplicate originals or counterparts now or at any time in the future. The individual executing this Agreement on behalf of the participating Member hereby represents and certifies that he/she is duly empowered to so execute this document.
5. No waiver of any breach of this Agreement or any provisions herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.
6. This Agreement shall be binding and shall inure to the benefit of all Members who shall have executed this Agreement and complied with the financial requirements hereunder and provided that the Members shall have been duly approved in accordance with the terms and provisions of this Agreement.
7. The provisions of this Agreement shall be deemed severable and if any provision or part thereof is held illegal, void or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid or binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement shall not in any way be affected or impaired but shall remain binding in accordance with their terms and this Agreement shall be so interpreted.
8. This Agreement and the Risk Sharing Certificate contain the complete Agreement between the parties and no representations or oral statements made or heretofore given shall constitute a part of this Agreement. In the event that any provision of this Agreement is in conflict with or is incompatible with such, the terms and conditions of this Agreement shall prevail and take precedence.
9. This Agreement may be altered or amended only by amendments duly adopted in accordance with the terms and conditions of this Agreement; provided, however, that the Risk Sharing Certificate may be amended from time to time to reflect the exposures of each Member and such changes shall be exempted from the preceding terms of this paragraph.
10. The caption headings used in this Agreement are used merely for identification purposes and shall not be deemed a part of this Agreement.

11. Whenever in this Agreement words, including pronouns, are used in the singular or plural, or masculine or feminine, they may be read and construed in the plural or singular, or feminine or masculine, respectively, wherever they so apply.
12. This Agreement may be amended by the Board with the approval of two-thirds (2/3) of the members of the Board. All Members agree to properly execute and adopt amendments so approved. The payment of the Member's Contribution to the SDPAA for the upcoming year shall be deemed consent of that Member to the terms and conditions of this Agreement and any Amendments thereto.
13. The Board may, with the approval of two-thirds (2/3) of the members of the Board, elect to reform or reconstitute the Alliance to a stock, mutual, or reciprocal insurance company operating as a captive, Risk Retention Group, or other risk sharing entity.
14. The Alliance shall maintain a fiscal year ending December 31.

ARTICLE XIII – AGENT AND OFFICE

The agent of the Alliance for service of notice shall be the Administrator, South Dakota Public Assurance Alliance, 208 Island Drive, Ft. Pierre, SD 57532.

ARTICLE XIV – NOTICE

All notices required to be given under this Agreement pursuant to Article IX shall be in writing and sent by certified mail, return receipt requested, with postage prepaid. Notices by a Member to the Alliance under Article IX shall be sent to the address in Article XIII to the attention of the Administrator. Notices to any Member under Article IX shall be sent to the representative of the Member at the Member's last known address.

Notices to be given under this Agreement pursuant to Article X, 5. shall be sent to all Members or their representatives following Board action at their last known address or their last known electronic address.

In the event that any party to this Agreement desires to change its address, notice of change of address shall be sent to the other party in accordance with the terms and provisions in this Article.

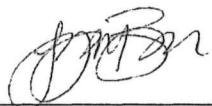
In Witness whereof, this Agreement was executed on the _____ day of _____, in the year _____, by the undersigned duly authorized officer of the Governmental Authority indicated below:

GOVERNMENTAL AUTHORITY

Name of Entity: Fall River County

By: _____

SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

By: _____ 

PRINT NAME: Joe Falkensang
TITLE: Chairman

TITLE: Executive Director
ADMINISTRATOR ON BEHALF OF ALL OTHER
CURRENT AND FUTURE SIGNATORIES

Ganje, Sue

From: Joe Falkenburg <joefalkenburg@hotmail.com>
Sent: Thursday, January 8, 2026 4:41 PM
To: Ganje, Sue
Subject: Fw: [EXT] SD Counties - Annual review of open meetings laws SDCL 1-25-13
Attachments: August 2025 OpenMeetingsLaw 2025 PRINTABLE.pdf

Let's shoot for doing this the first meeting in February.

Thanks
Joe

[Get Outlook for iOS](#)

From: Holli Hennies <Holli@sdcountycommissioners.org>

Sent: Thursday, January 8, 2026 4:27:17 PM

Subject: RE: SD Counties - Annual review of open meetings laws SDCL 1-25-13

Good evening, SD Counties! This is your friendly reminder to complete an annual review of the SD open meeting laws. This is a new requirement that was passed in the 2025 legislative session.

I have attached the guide to Conducting the Public's Business in Public prepared by the SD Attorney General's Office for your convenience.

Please reach out if you have any questions or concerns!

SDCL 1-25-13. Annual review of open meeting laws--Acknowledgment.

Any agency, as defined in § [1-26-1](#), or political subdivision of this state, that is required to provide public notice of its meetings pursuant to § [1-25-1.1](#) or

(1) The explanation of the open meeting laws of this state published by the attorney general, pursuant to § [1-11-1](#); and
(2) Any other material pertaining to the open meeting laws of this state provided by the attorney general.

The agency or subdivision **must include in the minutes of the official meeting an acknowledgement that the review was completed.**

Source: [SL 2025, ch 7](#), § 2.

Thank you!

Hollie Hennies

Deputy Director

South Dakota Association of County Commissioners

South Dakota Association of County Officials

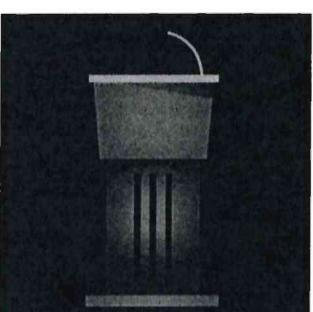
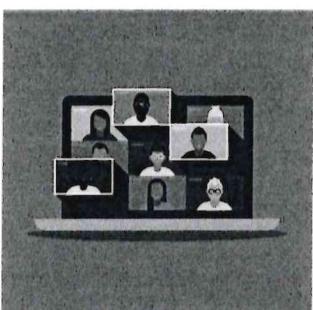
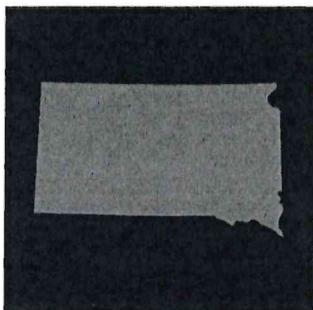
211 E. Prospect Avenue

Pierre, SD 57501

Office: (605) 224-4554

Cell: (605) 431-0488

"To promote and improve County Government"



Conducting the Public's Business in Public

A guide to South Dakota's
Open Meetings Laws
(Revised 2025)

Prepared by:
S.D. Attorney General's Office
in partnership with the
S.D. NewsMedia Association

Published by:
South Dakota NewsMedia Association
1125 32nd Ave. Brookings, SD 57006

Q: WHAT ARE SOUTH DAKOTA'S OPEN MEETINGS LAWS?

A: South Dakota's open meetings laws embody the principle that the public is entitled to the greatest possible information about public affairs and are intended to encourage public participation in government. SDCL Ch. 1-25 requires that official meetings of public bodies must be public and advance notice is to be given of such meetings. The statutes define an "official meeting" as one where a quorum of the public body is present and at which official business or public policy of the body is discussed or decided. Openness in government is encouraged.

Q: WHO DOES THE OPEN MEETINGS LAWS APPLY TO?

A: The open meetings laws apply to all public bodies of the state and its political subdivisions. SDCL 1-25-1, 1-25-12(3). This includes cities, counties, school boards and other public bodies created by ordinance or resolution, such as appointed boards, task forces, and committees, so long as they have authority to exercise sovereign power. SDCL 1-25-12(2). Although no court decisions have been issued on the subject, this probably does not include bodies that serve only in an advisory capacity. The State Constitution allows the Legislature and the Unified Judicial System to create rules regarding their own separate functions.

Q: ARE TELECONFERENCES CONSIDERED PUBLIC MEETINGS?

A: Yes. The open meetings laws allow meetings, including executive or closed meetings, to be conducted by teleconference – defined as an exchange of information by audio, video, or electronic means (including the internet) – if a place is provided for the public to participate. SDCL 1-25-1.5, 1-25-12(5). In addition, for teleconferences where

less than a quorum of the public body is present at the location open to the public, arrangements must also be made for the public to listen by telephone or internet (except for portions of meetings properly closed for executive sessions). SDCL 1-25-1.6. The media and public must be notified of teleconference meetings under the same notice requirements as any other meeting.

Q: HOW ARE THE PUBLIC AND MEDIA NOTIFIED WHEN PUBLIC BUSINESS IS BEING DISCUSSED?

A: SDCL 1-25-11 requires that all political subdivisions (except the state and its boards, commissions, or departments as provided in § 1-25-1.3) prominently post a notice and copy of the proposed agenda at the political subdivision's principal office. At a minimum, the proposed agenda must include the date, time, and location of the meeting and must be visible, readable, and accessible to the public for 24 continuous hours immediately preceding the meeting. Also, if the political subdivision has its own website, the notice must be posted on the website upon dissemination of the notice. For special or rescheduled meetings, political subdivisions must comply with the regular meeting notice requirements as much as circumstances permit. The notice must be delivered in person, by mail, by email, or by telephone to all local news media who have asked to be notified. It is good practice for local media to renew requests for notification of special or rescheduled meetings at least annually.

SDCL 1-25-1.3 varies slightly from SDCL 1-25-11 and requires the State and its agencies, boards, commissions, or departments to give notice by posting a proposed agenda at least 72 continuous hours before a meeting is scheduled to start (this does not include any weekend or legal holiday). The State is also required to give notice of a public meeting by posting its proposed agenda on <http://boardsandcommissions.sd.gov>.

Q: WHO ARE LOCAL NEWS MEDIA?

A: There is no definition of "local news media" in SDCL ch. 1-25. "News media" is defined in SDCL 13-1-57 generally as those personnel of a newspaper, periodical, news service, radio station, or television station regardless of the medium through which their content is delivered. The Attorney General is of the opinion that "local news media" is all news media – broadcast and print – that regularly carry news to the community.

Q: IS A PUBLIC COMMENT PERIOD REQUIRED AT PUBLIC MEETINGS?

A: Yes. Public bodies are required to provide at every official meeting a period of time on their agenda for public comment. SDCL 1-25-1. Each public body has the discretion to limit public comment as to the time allowed for each topic commented on, and as to the total time allowed for public comment. Public comment is not required at meetings held solely for an executive session, inauguration, presentation of an annual report, or swearing in of elected officials.

Q: CAN PUBLIC MEETINGS BE RECORDED?

A: Yes, SDCL 1-25-11 requires public bodies to allow recording (audio or video) of their meetings if the recording is reasonable, obvious, and not disruptive. This requirement does not apply to those portions of a meeting confidential or closed to the public.

Q: WHEN CAN A MEETING BE CLOSED TO THE PUBLIC AND MEDIA?

A: SDCL 1-25-2 allows a public body to close a meeting for the following purposes: 1) to discuss personnel issues pertaining to officers or employees; 2) consideration of the performance or discipline of a student, or the student's participation in Interscholastic activities; 3) consulting with legal counsel, or reviewing communications from legal counsel about proposed or pending litigation or

contractual matters; 4) employee contract negotiations; 5) to discuss marketing or pricing strategies of a publicly-owned competitive business; or 6) to discuss information related to the protection of public or private property such as emergency management response plans or other public safety information. The statute also recognizes that executive session may be appropriate to comport with other laws that require confidentiality or permit executive or closed meetings. Federal law pertaining to students and medical records will also cause school districts and other entities to conduct executive sessions or conduct meetings to refrain from releasing confidential information. Meetings may also be closed by cities and counties for certain economic development matters. SDCL 9-34-19.

Note that SDCL 1-25-2 and SDCL 9-34-19 do not require meetings be closed in any of these circumstances.

Any official action based on discussions in executive session must, however, be made at an open meeting.

Q: WHAT IS THE PROPER PROCEDURE FOR EXECUTIVE SESSIONS?

A: Motions for executive sessions must refer to the specific state or federal law allowing for the executive session i.e. "pursuant to SDCL 1-25-2(3)." Also, best practice to avoid public confusion would be that public bodies explain the reason for going into executive session. For example, the motion might state "motion to go into executive session pursuant to SDCL 1-25-2(1) for the purposes of discussing a personnel matter," or "motion to go into executive session pursuant to SDCL 1-25-2(3) for the purposes of consulting with legal counsel."

Discussion in the executive session must be strictly limited to the announced subject. No official votes may be taken on any matter during an executive session. The public body must return to open session before any official action can be taken.

Q: WHAT HAPPENS IF THE MEDIA OR PUBLIC IS IMPROPERLY EXCLUDED FROM A MEETING OR OTHER VIOLATIONS OF THE OPEN MEETING LAWS OCCUR?

A. Excluding the media or public from a meeting that has not been properly closed subjects the public body or the members involved to: (a) prosecution as a Class 2 misdemeanor punishable by a maximum sentence of 30 days in jail, a \$500 fine or both; or (b) a reprimand by the Open Meeting Commission ("OMC"). The same penalties apply if the agenda for the meeting is not properly posted, or other open meeting violations occur.

Also, action taken during any meeting that is not open or has not been properly noticed could, if challenged, be declared null and void.

Q: HOW ARE ISSUES REFERRED TO THE OPEN MEETINGS COMMISSION ("OMC")?

A. Persons alleging violations of the open meetings laws must make their complaints with law enforcement officials in the county where the offense occurred. After a signed and notarized complaint is made under oath, and any necessary investigation is conducted, the State's Attorney may: (a) prosecute the case as a misdemeanor; (b) find that the matter has no merits and file a report with the Attorney General for statistical purposes; or (c) forward the complaint to the OMC for a determination. The OMC is comprised of five State's Attorneys or Deputy State's Attorneys appointed by the Attorney General. The OMC examines whether a violation has occurred and makes written public findings explaining its reasons. If you have questions on the procedures or status of a pending case, you may contact the Attorney General's Office at 605-773-3215 to talk to an assistant for the OMC. Procedures for the OMC are posted on the website for the Office of Attorney General.
<http://atg.sd.gov/>.

Q: WHAT DOES THE TERM "SOVEREIGN POWER" MEAN?

A. The open meetings laws do not define this term, but it generally means the power to levy taxes, impose penalties, make special assessments, create ordinances, abate nuisances, regulate the conduct of others, or perform other traditional government functions. The term may include the exercise of many other governmental functions. If an entity is unclear whether it is exercising "sovereign power" it should consult with legal counsel.

Q: MAY AGENDA ITEMS BE CONSIDERED IF THEY ARE ADDED LESS THAN 24 HOURS BEFORE A MEETING?

A. Proposed agendas for public meetings must be posted at least 24 hours in advance of the meeting. The purpose of providing advance notice of the topics to be discussed at a meeting is to provide information to interested members of the public concerning the governing body's anticipated business. Typically, the public body adopts the final agenda upon convening the meeting. At the time the final agenda is adopted, the governing body may add or delete agenda items and may also change the order of business. See *In re Yankton County Commission, Open Meetings Commission Decision # 20-03*, December 31, 2020. New items cannot be added after the agenda has been adopted by the governing body.

Public bodies are strongly encouraged to provide at least 24 hours' notice of all agenda items so as to be fair to the public and to avoid dispute.

For special or rescheduled meetings, public bodies are to comply to the extent circumstances permit. In other words, posting less than 24 hours in advance may be permissible in emergencies.

Q: ARE EMAIL DISCUSSIONS "MEETINGS" FOR PURPOSES OF THE OPEN MEETINGS LAWS?

A: The definition of an "official meeting" in SDCL 1-25-12(1) specifically includes meetings conducted by "electronic means, including electronic mail, instant messaging, social media, text message, or virtual meeting platform[.]" A quorum of a public body that discusses official business of that body via electronic means is conducting an official meeting for purposes of the open meetings laws. Electronic communications made solely for scheduling purposes do not fall within the definition of an official meeting.

Q: WHAT RECORDS MUST BE AVAILABLE TO THE PUBLIC IN CONJUNCTION WITH PUBLIC MEETINGS?

A: SDCL 1-25-1.4 requires state boards, commissions, or departments to make public meeting materials available on <http://boardsandcommissions.sd.gov>. SDCL 1-27-1.16 requires that any other public body must post meeting materials on the public body's website or make those materials available to the public at least twenty-four hours prior to the hearing or when made available to the members of the public body, whichever is later. Finally, SDCL 1-27-1.17 requires that draft minutes of public meetings must be made available to the public at the principal place of business for the public body within 10 business days after the meeting (or any audio and visual recording must be made available on the website for the public body within five business days).

These laws are in addition to any specific requirements for public bodies (i.e., publication requirements in state laws pertaining to cities, counties, or school districts). Enforcement of public records laws contained in SDCL Ch. 1-27 are handled by separate procedures found in SDCL 1-27-35, et. seq. rather than the open meeting procedures described above. Violations of SDCL 1-27-1.16 and 1-27-1.17 are also Class 2 misdemeanors.

Q: WHAT REQUIREMENTS APPLY TO TASK FORCES, COMMITTEES AND WORKING GROUPS?

A: Task forces and committees that exercise "sovereign power," and are created by statute, ordinance, or proclamation are required to comply with the open meetings laws. SDCL 1-25-12(1). Task forces, committees, and working groups that are not created by statute, ordinance, or proclamation, or are advisory only, may not be subject to the open meetings laws, but are encouraged to comply to the extent possible when public matters are discussed. Ultimately, if such advisory task forces, committees and working groups present any reports or recommendations to public bodies, the public bodies must wait until the next meeting (or later) before taking final action on the recommendations. SDCL 1-27-1.18.

Q: ARE PUBLIC BODIES REQUIRED TO REVIEW THE OPEN MEETINGS LAWS?

A: Public bodies must annually review an explanation of the open meetings laws provided by the Attorney General, along with any other material pertaining to the open meetings laws made available by the Attorney General. SDCL 1-25-13. Each public body must report in its minutes that the annual review of the open meetings laws was completed.

PERTINENT S.D. OPEN MEETINGS STATUTES
(other specific provisions may apply depending on the public body involved)

1-25-1. OPEN MEETINGS. An official meeting of a public body is open to the public unless a specific law is cited by the public body to close the official meeting to the public.

It is not an official meeting of one public body if its members provide information or attend the official meeting of another public body for which the notice requirements of § 1-25-1.1 or 1-25-1.3 have been met. It is not an official meeting of a public body if its members attend a press conference called by a representative of the public body.

For any event hosted by a nongovernmental entity to which a quorum of the public body is invited and public policy may be discussed, but the public body does not control the agenda, the public body may post a public notice of a quorum, in lieu of an agenda. The notice of a quorum must meet the posting requirements of § 1-25-1.1 or 1-25-1.3 and must contain, at a minimum, the date, time, and location of the event.

The public body shall reserve at every official meeting a period for public comment, limited at the public body's discretion as to the time allowed for each topic and the total time allowed for public comment, but not so limited as to provide for no public comment.

Public comment is not required at an official meeting held solely for the purpose of meeting in executive session, an inauguration, presentation of an annual report to the public body, or swearing in of a newly elected official, regardless of whether the activity takes place at the time and place usually reserved for an official meeting.

If a quorum of township supervisors, road district trustees, or trustees for a municipality of the third class meets solely for purposes of implementing previously publicly adopted policy; carrying out ministerial functions of that township, district, or municipality; or undertaking a factual investigation of conditions related to public safety; the meeting is not subject to the provisions of this chapter.

A violation of this section is a Class 2 misdemeanor.

1-25-1.1. PUBLIC NOTICE OF POLITICAL SUBDIVISIONS. Each political subdivision shall provide public notice, with proposed agenda, that is visible, readable, and accessible for at least an entire, continuous twenty-four hours immediately preceding any official meeting, by posting a copy of the notice, visible to the public, at the principal office of the political subdivision holding the meeting. The proposed agenda shall include the date, time, and location of the meeting. The notice shall also be posted on the political subdivision's website upon dissemination of the notice, if a website exists. For any special or rescheduled meeting, the information in the notice shall be delivered in person, by mail, by email, or by

telephone, to members of the local news media who have requested notice. For any special or rescheduled meeting, each political subdivision shall also comply with the public notice provisions of this section for a regular meeting to the extent that circumstances permit. A violation of this section is a Class 2 misdemeanor.

1-25-1.3. PUBLIC NOTICE OF STATE. The state shall provide public notice of a meeting by posting a copy of the proposed agenda at the principal office of the board, commission, or department holding the meeting. The proposed agenda shall include the date, time, and location of the meeting, and be visible, readable, and accessible to the public. The agenda shall be posted at least seventy-two hours before the meeting is scheduled to start according to the agenda. The seventy-two hours does not include Saturday, Sunday, or legal holidays. The notice shall also be posted on a state website, designated by the commissioner of the Bureau of Finance and Management. For any special or rescheduled meeting, the information in the notice shall be delivered in person, by mail, by email, or by telephone, to members of the local news media who have requested notice. For any special or rescheduled meeting, the state shall also comply with the public notice provisions of this section for a regular meeting to the extent that circumstances permit. A violation of this section is a Class 2 misdemeanor.

1-25-1.5. TELECONFERENCE MEETING. Any official meeting may be conducted by teleconference. A teleconference may be used to conduct a hearing or take final disposition regarding an administrative rule pursuant to § 1-26-4. A member is deemed present if the member answers present to the roll call conducted by teleconference for the purpose of determining a quorum. Each vote at an official meeting held by teleconference may be taken by voice vote. If any member votes in the negative, the vote shall proceed to a roll call vote.

1-25-1.6. TELECONFERENCE PARTICIPATION. At any official meeting conducted by teleconference, there shall be provided one or more places at which the public may listen to and participate in the teleconference meeting. For any official meeting held by teleconference, that has less than a quorum of the members of the public body participating in the meeting who are present at the location open to the public, arrangements shall be provided for the public to listen to the meeting via telephone or internet. The requirement to provide one or more places for the public to listen to the teleconference does not apply to official meetings closed to the public pursuant to specific law.

1-25-2. EXECUTIVE SESSION. Executive or closed meetings may be held for the sole purposes of:

- (1) Discussing the qualifications, competence, performance, character or fitness of any public officer or employee or prospective public officer or employee. The term, employee, does not include any independent contractor;
- (2) Discussing the expulsion, suspension, discipline, assignment of or the educational program of a student or the eligibility of a student to participate in interscholastic activities provided by the South Dakota High School Activities Association;
- (3) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters;
- (4) Preparing for contract negotiations or negotiating with employees or employee representatives;
- (5) Discussing marketing or pricing strategies by a board or commission of a business owned by the state or any of its political subdivisions, when public discussion may be harmful to the competitive position of the business; or
- (6) Discussing information pertaining to the protection of public or private property and any person on or within public or private property specific to:
 - (a) Any vulnerability assessment or response plan intended to prevent or mitigate criminal acts;
 - (b) Emergency management or response;
 - (c) Public safety information that would create a substantial likelihood of endangering public safety or property, if disclosed;
 - (d) Cyber security plans, computer, communications network schema, passwords, or user identification names;
 - (e) Guard schedules;
 - (f) Lock combinations;
 - (g) Any blueprint, building plan, or infrastructure record regarding any building or facility that would expose or create vulnerability through disclosure of the location, configuration, or security of critical systems of the building or facility; and
 - (h) Any emergency or disaster response plans or protocols, safety or security audits or reviews, or lists of emergency or disaster response personnel or material; any location or listing of weapons or ammunition; nuclear, chemical, or biological agents; or other military or law enforcement equipment or personnel.

However, any official action concerning the matters pursuant to this section shall be made at an open official meeting. An executive or closed meeting must be held only upon a majority vote of the members of the public body present and voting, and discussion during the closed meeting

is restricted to the purpose specified in the closure motion. Nothing in § 1-25-1 or this section prevents an executive or closed meeting if the federal or state Constitution or the federal or state statutes require or permit it. A violation of this section is a class 2 misdemeanor.

1-25-6. DUTY OF STATE'S ATTORNEY. If a complaint alleging a violation of chapter 1-25 is made pursuant to § 23A-2-1, the state's attorney shall take one of the following actions:

- (1) Prosecute the case pursuant to Title 23A;
- (2) Determine that there is no merit to prosecuting the case. Upon doing so, the state's attorney shall send a copy of the complaint and any investigation file to the attorney general. The attorney general shall use the information for statistical purposes and may publish abstracts of such information, including the name of the government body involved for purposes of public education; or
- (3) Send the complaint and any investigation file to the South Dakota Open Meetings Commission for further action.

1-25-6.1. DUTY OF STATE'S ATTORNEY (COUNTY COMMISSION ISSUES). If a complaint alleges a violation of this chapter by a board of county commissioners, the state's attorney shall take one of the following actions:

- (1) Prosecute the case pursuant to Title 23A;
- (2) Determine that there is no merit to prosecuting the case. The attorney general shall use the information for statistical purposes and may publish abstracts of the information as provided by § 1-25-6;
- (3) Send the complaint and any investigation file to the South Dakota Open Meetings Commission for further action; or
- (4) Refer the complaint to another state's attorney or to the attorney general for action pursuant to § 1-25-6.

1-25-7. REFERRAL TO OMC. Upon receiving a referral from a state's attorney or the attorney general, the South Dakota Open Meetings Commission shall examine the complaint and investigatory file submitted by the state's attorney or the attorney general and shall also consider signed written submissions by the persons or entities that are directly involved. Based on the investigatory file submitted by the state's attorney or the attorney general and any written responses, the commission shall issue a written determination on whether the conduct violates this chapter, including a statement of the reasons therefor and findings of fact on each issue and conclusions of law necessary for the proposed decision. The final decision shall be made by a majority of the commission members, with each member's vote set forth in the written decision. The final decision shall be filed with the attorney general and shall be provided to the public entity and or public officer involved, the state's attorney,

and any person that has made a written request for such determinations. If the commission finds a violation of this chapter, the commission shall issue a public reprimand to the offending official or governmental entity. However, no violation found by the commission may be subsequently prosecuted by the state's attorney or the attorney general. All findings and public censures of the commission shall be public records pursuant to § 1-27-1. Sections 1-25-6 to 1-25-9, inclusive, are not subject to the provisions of chapter 1-26.

1-25-8. OMC Members. The South Dakota Open Meeting Commission is comprised of five state's attorneys or deputy state's attorneys appointed by the attorney general. Each commissioner serves at the pleasure of the attorney general. The members of the commission shall choose a chair of the commission annually by majority vote.

1-25-12. DEFINITIONS. Terms used in the open meetings laws mean:

(1) "Official meeting," any meeting of a quorum of a public body at which official business or public policy of that public body is discussed or decided by the public body, whether in person or by means of teleconference or electronic means, including electronic mail, instant messaging, social media, text message, or virtual meeting platform, provided the term does not include communications solely to schedule a meeting or confirm attendance availability for a future meeting;

(2) "Political subdivision," any association, authority, board, municipality, commission, committee, council, county, school district, task force, town, township, or other local governmental entity, which is created by statute, ordinance, or resolution, and is vested with the authority to exercise any sovereign power derived from state law;

(3) "Public body," any political subdivision or the state;

(4) "State," each agency, board, commission, or department of the State of South Dakota, not including the Legislature; and

(5) "Teleconference," an exchange of information by any audio, video, or electronic medium, including the internet.

1-25-13. ANNUAL REVIEW OF OPEN MEETING LAWS. Any agency, as defined in § 1-26-1, or political subdivision of this state, that is required to provide public notice of its meetings pursuant to § 1-25-1.1 or 1-25-1.3 must annually review the following, during an official meeting of the agency or subdivision:

(1) The explanation of the open meeting laws of this state published by the attorney general, pursuant to § 1-11-1; and

(2) Any other material pertaining to the open meeting laws of this state provided by the attorney general.

The agency or subdivision must include in the minutes of the official meeting an acknowledgement that the review was completed.

1-27-1.16. MEETING PACKETS AND MATERIALS.

If a meeting is required to be open to the public pursuant to § 1-25-1 and if any printed material relating to an agenda item of the meeting is prepared or distributed by or at the direction of the governing body or any of its employees and the printed material is distributed before the meeting to all members of the governing body, the material shall either be posted on the governing body's website or made available at the official business office of the governing body at least twenty-four hours prior to the meeting or at the time the material is distributed to the governing body, whichever is later. If the material is not posted to the governing body's website, at least one copy of the printed material shall be available in the meeting room for inspection by any person while the governing body is considering the printed material. However, the provisions of this section do not apply to any printed material or record that is specifically exempt from disclosure under the provisions of this chapter or to any printed material or record regarding the agenda item of an executive or closed meeting held in accordance with § 1-25-2. A violation of this section is a Class 2 misdemeanor. However, the provisions of this section do not apply to printed material, records, or exhibits involving contested case proceedings held in accordance with the provisions of chapter 1-26.

1-27-1.17. DRAFT MINUTES. The unapproved, draft minutes of any public meeting held pursuant to § 1-25-1 that are required to be kept by law shall be available for inspection by any person within ten business days after the meeting. However, this section does not apply if an audio or video recording of the meeting is available to the public on the governing body's website within five business days after the meeting. A violation of this section is a Class 2 misdemeanor. However, the provisions of this section do not apply to draft minutes of contested case proceedings held in accordance with the provisions of chapter 1-26.

1-27-1.18. WORKING GROUP REPORTS. Any final recommendations, findings, or reports that result from a meeting of a committee, subcommittee, task force, or other working group which does not meet the definition of a political subdivision or public body pursuant to § 1-25-1, but was appointed by the governing body, shall be reported in open meeting to the governing body which appointed the committee, subcommittee, task force, or other working group. The governing body shall delay taking any official action on the recommendations, findings, or reports until the next meeting of the governing body.



FW: FEMA Update info for packet

1 message

Ganje, Sue <Sue.Ganje@state.sd.us>
To: Cindy Burns <payroll@frcounty.org>

Wed, Jan 28, 2026 at 10:41 AM

Can you print this out for the packet, next commission meeting.

Thanks,

Sue Ganje
County Auditor
Fall River/Oglala Lakota County
605-745-5130

From: Joe Falkenburg <joefalkenburg@hotmail.com>
Sent: Wednesday, January 28, 2026 6:34 AM
To: Ganje, Sue <Sue.Ganje@state.sd.us>
Subject: Fw: [EXT] FEMA Update info for packet

Hi Sue

Please include the spreadsheet information in the packet for the meeting 2/5/26

Thanks

Joe

Get [Outlook for iOS](#)

From: Trish Ladner <trishforsd@gmail.com>
Sent: Tuesday, January 27, 2026 8:02:51 PM
To: Joe Falkenburg <joefalkenburg@hotmail.com>
Subject: FEMA Update

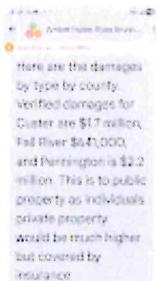
Greetings from Pierre! :-)

Just an FYI ... Attached is an update I received from the Gov's office today about the FEMA dollars per county for the damage in the last massive wind storm.

Let me know if you have any questions.

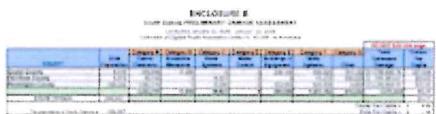
Trish

2 attachments



1000007901.jpg

439K



Type	County	Amount
Residential	Custer	\$1.7 million
Residential	Fall River	\$640,000
Residential	Harrington	\$2.2 million
Commercial	Custer	\$1.7 million
Commercial	Fall River	\$640,000
Commercial	Harrington	\$2.2 million
Industrial	Custer	\$1.7 million
Industrial	Fall River	\$640,000
Industrial	Harrington	\$2.2 million
Other	Custer	\$1.7 million
Other	Fall River	\$640,000
Other	Harrington	\$2.2 million
Total		\$10.6 million

1000007900.jpg

406K



Amber Hulse, Ryan Brunn...



R Ryan Brunner - GOV's Office

Here are the damages by type by county. Verified damages for Custer are \$1.7 million, Fall River \$641,000, and Pennington is \$2.2 million. This is to public property as individuals private property would be much higher but covered by insurance

ENCLOSURE B
South Dakota PRELIMINARY DAMAGE ASSESSMENT
Conducted January 20, 2024 - January 22, 2024
Estimates of Eligible Public Assistance Under P.L. 93-288 as Amended

DO NOT Edit This Page

⊕ RCS messa... ☺ ☺ ☺

ENCLOSURE B

South Dakota PRELIMINARY DAMAGE ASSESSMENT

Conducted January 20, 2026 - January 22, 2026

Estimates of Eligible Public Assistance Under PL 93-288, as Amended

DO NOT Edit this page.

County	2020 Population	Category A	Category B	Category C	Category D	Category E	Category F	Category G	Total Estimated Damage	Dollars Per Capita
		Debris Clearance	Protective Measures	Road Systems	Water Control	Buildings & Equipment	Utility Systems	Other		
Custer County	8,318	876,946	11,000	0	0	335,199	400,424	161,122	\$ 1,785,690.78	\$214.68
Fall River County	6,973	85,142	0	14,921	0	0	41,279	500,520	\$ 641,861.61	\$92.05
Pennington County	109,222	1,062,710	0	15,000	0	333,500	825,459	9,000	\$ 2,245,669.47	\$20.56
STATE TOTALS	866,667	2,024,797	11,000	29,921	0	669,699	1,267,162	670,642	4,673,222	\$5.27

County Per Capita = \$ 4.86
State Per Capita = \$ 1.94

The population of South Dakota is 866,667

Reimbursement Notification: BRIC23-0002 Fall River County Hazard Mitigation Plan Update

1 message

Jonas, Blaire <Blaire.Jonas@state.sd.us>

Tue, Jan 27, 2026 at 1:57 PM

To: "auditor@frcounty.org" <auditor@frcounty.org>, "em.coy@frcounty.org" <em.coy@frcounty.org>, "em.baker@frcounty.org" <em.baker@frcounty.org>

Cc: Kailey Snyder <ksnyder@wrbsc.com>, "Petersen, Brandy" <Brandy.Petersen@state.sd.us>, "Poppen, Jim" <Jim.Poppen@state.sd.us>, "Kafka, Kyle" <Kyle.Kafka@state.sd.us>, "Jonas, Blaire" <Blaire.Jonas@state.sd.us>, "Macy, Marc" <Marc.Macy@state.sd.us>

Good afternoon,

Please see attached Notification of Reimbursement/Payment Letter for:

BRIC23-0002 Fall River County Hazard Mitigation Plan Update

*Please print the attached letter for your records. Reimbursement/Payment will take approximately 3-4 weeks to process. Since this is the project's final payment, I will begin to prepare the closeout documents for your review and signature. Let me know if you have any questions.



BLAIRE JONAS | NFIP/MITIGATION SPECIALIST

PRONOUNS: SHE/HER

SD Dept. of Public Safety | Office of Emergency Management

[\(605\) 773-3231](tel:(605)773-3231)



Customer Experience Survey

Confidentiality Notice: The information contained in this email is confidential or privileged material and is intended only for use by the individual or entity to which it was addressed. Use or distribution of information contained in this email by any other individual or entity not intended to receive this is strictly prohibited.



FYI

prevention - protection - enforcement

EMERGENCY MANAGEMENT

January 27, 2026

Sue Ganje
Fall River County Auditor
906 N. River St.
Hot Springs, SD 57747

Dear Ms. Ganje:

A request has been forwarded to our auditor's office for a payment of the Building Resilient Infrastructure and Communities Grant funding for **BRIC23- 0002-SD**, Fall River County Hazard Mitigation Plan Update grant payment #Final. The check that you will be receiving will be for **\$10,500.00** (\$10,500 federal and \$0.00 state shares) for updating the Fall River County Hazard Mitigation Plan. It will be your responsibility to document, on your quarterly report form, that all payments requested and received have been completed and no other funding requests will be made. Our records indicate that you have \$0.00 federal share in grant funds remaining.

Federal regulations in 2 CFR 200.333, requires that all recipients of federal grants maintain those records required by state or federal law so that an audit can be done. Original or source documents must be available for audit purposes, and documentation must be available to auditors at one central office of record. If you receive over \$1,000,000 in Federal funds in any fiscal year, then a single audit or a program specific audit must be performed in accordance with Office of Management and Budget (OMB) Circular A-133. A program specific audit may be conducted when an applicant expends federal awards under ONLY one federal program (excluding Research and Development awards) and the federal program laws, regulations, or grant agreements do not require a financial statement audit of the applicant. Audits shall be conducted in accordance with OMB Circular A-133 by an auditor authorized by the Auditor General to perform the audit. Authorization may be obtained by forwarding a copy of the audit engagement letter to the Director of External Audits, Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, South Dakota 57501-5070. On continuing engagements, the Auditor General's authorization should be obtained annually. Audits shall be completed and filed with granting agencies by the end of the ninth month following the end of the fiscal year being audited. Within nine months of the completion of your fiscal year, all state agencies contributing federal money to your organization must receive a copy of the completed audit, including the South Dakota Office of Emergency Management.

If you have any questions, please contact me at (605) 773-3231.

Sincerely,

Blaire Jonas

Blaire Jonas
NFIP/Mitigation Specialist

CC: Brandy Petersen, Regional Coordinator
Dar Coy, Fall River County Emergency Manager



FYI

**City of Hot Springs
303 N River St.
Hot Springs SD 57747**

RECEIVED
FEB 02 2026
BY: _____

To: Fall River County Commission
Attn: Chairperson
906 N. River Street
Hot Springs, SD 57747

From: Aerial Allison, City Administrator
City of Hot Springs
303 North River Street
Hot Springs, SD 57747

Date: January 29, 2026

RE: Notice to create Tax Increment District #4

**NOTICE OF PUBLIC HEARING OF THE HOT SPRINGS PLANNING COMMISSION
ON THE CREATION OF THE TAX INCREMENT DISTRICT NUMBER FOUR,**

Notice is hereby given pursuant to § 11-9-3 of the South Dakota Codified Laws, that a public hearing shall be conducted at 801 S. 6th Street, Mueller Civic Center, Hot Springs, South Dakota, on February 17th at 4:30 p.m. or as soon thereafter as can be heard by the Hot Springs Planning and Zoning Commission on the question of whether to recommend the formation of a tax incremental district to be located in the following location:

- FRMS Tract 1, located in the NE1/4 of Section 26, Township 7 South, Range 5 East, Black Hills Meridian, Fall River County, South Dakota, as shown on the Plat recorded in Book 27 of Plats, Page 396.

All Located in the City of Hot Springs, Fall River County, South Dakota including within and adjacent rights-of-way.

At said time and place, the City Planning and Zoning Commission shall give all parties who appear or submit written comments an opportunity to express their views with respect to the proposed creation of the District and its proposed location. Written comments will be received at the office of the Planning Department until the date and time set for the public hearing.