

Office of the Fall River County Auditor

Sue Ganje, Auditor
Stacy Schmidt, Deputy Auditor
906 North River Street
Hot Springs SD 57747
Phone 605-745-5130 email: sue.ganje@state.sd.us

February-26

DATE: March 17 2026

TO: Fall River County Board of Commissioners

From: Stacy Schmidt, Deputy Auditor

Auditor's Account of the Treasurer

Per SDCL 7-10-3 Monthly verification of treasurer's accounts - Report to county commissioners

To the Fall River Board of Commissioners; I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer as of **February 28, 2026**

Total Balances of Checking/Savings Accounts	528,662.20
Total Outstanding Deposits	61,658.07
Schwab Treasury	9,109,010.49
NSF Checks:	
Thomas, Hannah	426.01
Suter, Debbie	729.45
Elliott, William	398.65
Total Treasurer's Change Fund	900.00
Register of Deeds Change Fund	500.00
Election Petty Cash	15.00
TOTAL	9,702,299.87

Audited By: Stacy Schmidt

Fall River Co Auditors Office



*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: March 19, 2026

Subj: Commission Update

1. HLS Grant due 3/20/2026
2. Title 3 monies still a work in progress
3. Angostura EAP orientation meeting 4/01/2026
4. LEPC Meeting 11:30 South Annex 4/01/2026
5. Everbridge AWS, up and running for wind event
6. Alert and warning drill went well all sirens worked

Action Items:

1. Possible Burn Ban resolution

Emergency response: 3/12/2026 ESPS enacted east of Hot Springs Thursday afternoon, Mutual aid request for fire in Custer County on McCurran ranch Rd., Fire call 538 Cold Brook Ave., Hot Brook Fire

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



EMPLOYER BENEFIT AGREEMENT - MEMBERSHIP

Employer Provided & Payroll Deduction

Employer/Organization Name Fall River County		Contact's Name Sue Ganje	
Telephone 605-745-5130	Fax 605-745-6835	E-Mail frcaud@gwtc.net	
Physical Address 906 North River Drive		City Hot Springs	State SD
Mailing Address (if different)		City	State
Zip Code 57747			
Brokerage Name Risty Benefits	Producer's Name Dan Johnson	MASA Representative's Name Bob Gevelinger	
Invoicing Contact Name Sue Ganje	Invoicing Email frcaud@gwtc.net	Eligible Employee Count 60	

This Employer Benefit Agreement ("Agreement"), effective as of 5/1/2026, ("Agreement Effective Date") as further defined below in section 5, by and among Fall River County ("Employer"), as described above, a(n) South Dakota Government Entity (State, Entity), and Medical Air Services Association, Inc., an Oklahoma corporation acting through its MASA Medical Transport Solutions division ("MASA") with its principal executive office at 1301 International Parkway, Suite 300, Sunrise, FL 33323. This Agreement supersedes and replaces any and all prior agreements, whether verbal or written, between Employer and MASA (individually, the "Party," collectively, the "Parties") and any of their affiliates concerning the subject matter set forth herein.

WHEREAS, MASA is in the business of providing single individual memberships and family memberships with certain benefits, including, but not limited to, covering a portion of the out of pocket-expenses incurred as a result of an emergent transport situation ("Services"); and

WHEREAS, MASA offers a "Platinum", "Emergent Premier", and "Emergent Plus" membership (collectively, "Memberships") that entitle members ("Members") to certain services and benefits ("Benefits") and Employer desires to offer Memberships to its employees ("Employees") as part of general benefit offering.

NOW, THEREFORE, MASA and Employer agree as follows:

- Term and Termination. This Agreement shall have a term of one (1) year from Effective Date ("Initial Term"). Thereafter, this Agreement shall automatically renew for additional one (1) year terms (each a "Renewal Term") unless written notice is given by one Party to the other Parties of its intention not to renew the Agreement at least sixty (60) days before the expiration of the then current Renewal Term. Upon the termination of this Agreement, for any reason, it shall be the Employer's obligation to notify Employees of such termination and the impact on their membership coverage.
- Membership Services Agreement ("MSA"). All Memberships resulting from this Agreement are subject to the terms and conditions of the MSA between MASA and Member Employees. Notwithstanding the terms and conditions of that MSA, those members purchasing the Platinum Membership under the monthly payment option via payroll deduction, "Worldwide Coverage" will be an included benefit without the full annual payment requirement of that respective MSA. All other Worldwide Coverage and Platinum Service Agreement Benefit requirements still apply.

3. Membership Fees & Rates.

Offering	Product	Type	Voluntary Price	Total Invoice
Voluntary	Emergent Plus	Single	\$0.00	\$8.00
Voluntary	Emergent Plus	Family	\$9.00	\$17.00

4. Member Enrollment. The Employer shall begin the initial enrollment process on 4-1-2026, and shall end initial enrollment process on 4/30/2026, ("Enrollment Period"). Following the Enrollment Period, enrollment may remain open for current and/or new Employees.

The Parties agree that the ongoing method for enrollment management shall be as follows: (select one)

Electronic Data Interchange (EDI) MASA Compass Portal

Name of Platform: _____

In the event that the enrollment will take place digitally via a benefit administration system (or similar digital platform) and the intent is for MASA to receive enrollment files via EDI (or similar type electronic files), it is the responsibility of Employer or their broker to ensure that an EDI connection is established for eligibility communication.

In the event the enrollment will not take place in a manner that MASA will receive an EDI file (or similar type of electronic files) on a regular basis, Employer will have the option to submit enrollment changes via MASA's group management portal or by roster submission. If Employer opts to submit enrollment changes by roster, MASA will provide Employer with a template file used to process enrollments ("Enrollment Roster") to assist Employer in the enrollment process. Employer should populate the Employment Roster and submit the same directly to clientsuccess@masaglobal.com, or via Employer's broker.

Additionally, Employer agrees to ensure proper changes to the enrollment will be submitted timely, whether submitted through a benefit administration system, MASA's group management portal, or by Enrollment Roster. In no event will changes be made effective after Sixty (60) days from the requested effective date of the change. MASA will only reimburse for a correction made to an Employment Roster that is sent to MASA within the Sixty (60) day period from the effective date of the change.

If an Employer does not have an active member for more than a two-year period, MASA reserves the right to cancel this Agreement.

Employer agrees to review the Enrollment Roster of Employees who have indicated a desire to enroll in the Membership and to identify on such Enrollment Roster any Employees who are enrolled in a high-deductible health plan that is compatible with a health savings account under Internal Revenue Code section 223. Employer shall conduct such review both at the time of initial enrollment and before the start of each subsequent plan year of the high-deductible health plan.

Upon enrollment, MASA agrees to provide all new members an MSA, which provides an explanation of MASA benefits and services.

5. Effective Dates. The Agreement Effective Date, which is the date the employer agrees to offer MASA Products, shall be the date which the last Party signs the agreement below. Each Members' benefits become effective as of the Member's membership effective date ("Membership Effective Date"), which must be after the Agreement Effective Date, and the Agreement Effective Date shall run through the of the last surviving membership date. The Membership Effective Date shall be no earlier than the first day of the month following the thirtieth (30th) day after the end of the Enrollment Period, unless prior written approval has been received from MASA. Additionally, for a new Employee or current Employee who enrolls after the Enrollment Period, their Membership Effective Date shall be no earlier than the first day of the month following the thirtieth (30th) day after the enrollment of the new Employee is completed, unless prior written approval has been received from MASA.

For Employees that enroll as a Member during the initial Enrollment Period as defined in Section 3 above, the Membership Effective Date shall be the First day of May 2026.

6. Payment of Fees.

Employer acknowledges and agrees that MASA's Services, Memberships, and obligations under this Agreement shall be contingent on Employer's timely payment of Fees. In the event Employer is delinquent on its payment of Fees, MASA shall have the right to stop providing the Services/Products under this Agreement and terminate this agreement in its entirety. Fees shall be due to MASA monthly and must be paid to MASA within thirty (30) days from the end of each calendar month. Employer is obligated to all Membership Fees & Payment due and owed to MASA, regardless of Employer's selection to remit payment via either Payroll Deduction or Employer Paid. Waiver of such termination rights shall not prevent future enforcement of the same.

- Employer desires MASA to (Employer – Please select one option):

- Invoice Employer directly
- Allow Employer to remit payments via self-bill process

- If Employer works with third-party administrator (“TPA”) for payments, please provide TPA contact information for billing purposes:

Name: _____

Email: _____

Phone Number _____

7. Membership Benefits and Requirements. The Parties acknowledge and agree that the Memberships offered by MASA were designed to protect members and their immediate families from the reasonable and customary out-of-pocket expense associated with emergency medical transportation following the primary insurer’s reimbursement. Reasonable and customary expenses are determined on a case-by-case basis, considering a variety of factors, including, but not limited to, the primary insurer’s determination of reasonable and customary expense and industry practice, based on national and regional norms, among other factors. The Parties acknowledge and agree that Memberships are not represented and/or marketed as a primary level of coverage but rather as a supplement to such coverage; nor is a Membership intended to replace or take the place of primary insurance coverage.

By offering and/or providing Memberships to Employees, Employer represents and warrants that Employer also offers health insurance policies and plan options that provide a level of coverage for emergency, ground and air transportation based on reimbursement schedules that are consistent with other levels of coverage within the same policies and plan options and that do not unreasonably cap or otherwise limit reimbursement for emergency ground and air transportation. Failure by Employer to provide and/or maintain such coverage for Employees may be grounds for immediate termination of this Agreement. MASA can only be sold to groups that offer primary insurance to their employees. The Employee, pursuant to the terms and conditions of the respective MSA, acknowledges and agrees that the Services provided are meant exclusively to supplement Employee’s health and/or other insurance coverage(s). For that purpose, in the event that Employee fails to carry primary health insurance at time of claim, MASA shall be liable to Employee for no more than 20% of Employee’s Out-of-Pocket Expenses, but in no event will MASA pay more than twenty-thousand dollars (\$20,000), per claim on an Emergent Plus. Waiver of such termination rights shall not prevent future enforcement of the same.

8. Tax Consequences and Fiduciary Obligations. Employer acknowledges (1) that MASA shall not be liable for any tax consequences to the Employer or to a Member that may result from the offer and/or provision of the Memberships described in this Agreement to Employees; (2) that Employer is a fiduciary to its’ Employees for the administration of all employee benefits (3) and agrees to indemnify and hold MASA harmless for any such consequences.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Effective Date.

MEDICAL AIR SERVICES ASSOCIATION, INC.

(“EMPLOYER”)

Signature

Signature

Name: Executive, Medical Air Services Association, Inc.

Name: Authorized Signer, Title

Signature Date

Email

Phone

Signature Date

DEH01

State of South Dakota

PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement") is entered into as of 10th day of March, 2026, (the "Effective Date") by:

Seller(s)

DH Lamb Cattle, located at Geddes RD 57342 and
_____, located at _____ and
_____, located at _____

(collectively "Seller") and

Buyer(s)

DH Lamb Cattle, located at ~~RD 57342~~ SD ~~57342~~ and
_____, located at _____ and
_____, located at _____

(collectively "Buyer").

Each Seller and Buyer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

The Parties agree as follows:

1. Sale of Property. Seller agrees to sell and Buyer agrees to purchase the personal property described below (the "Property"):

2015 Billy Dump

VEN # 5TU114642FS000266

2. Purchase Price. Buyer will pay Seller for the Property and for all obligations specified in this Agreement, if any, as the full and complete purchase price including any applicable sales tax, the sum of \$ 58,500 (the "Purchase Price").

3. Payment. Payment of the Purchase Price will be made by Buyer to Seller by (Check all that apply)

cash personal check money order cashier's check credit or debit card wire transfer other: _____, according to the following schedule: (Fill out all that apply)

- A. \$ _____ previously paid by Buyer.
- B. \$ _____ upon the execution of this Agreement.
- C. \$ _____ upon Buyer's acceptance of the Property.
- D. equal installment payments of \$ _____ payable on the _____ [Day of month] of each month until the Purchase Price is paid in full.

BUYER INITIALS TDM

SELLER INITIALS RD

BILL OF SALE

DeH Land & Cattle, residing at 6cedes SD 57342 ("the Seller"), for and in consideration of the sum of dollars 38,500 [(\$ AMOUNT OF MONEY)] does hereby sell, grant, and convey unto _____, residing at _____ ("the Buyer"), all of the Seller's right, title and interest in _____

[PROPERTY PURCHASED AND DESCRIPTION TO BE SOLD AND CONVEYED UNTO THE BUYER].

The Seller warrants to the Buyer that the Seller owns all of the right, title, and interest in and to the 2015 Belly Dump [PROPERTY PURCHASED] and that it is not subject to any lien, claim, or other encumbrance. THE SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE 2015 Belly Dump [PROPERTY PURCHASED] OR ITS CONDITION OR PERFORMANCE; AND THE SELLER SELLS AND DELIVERS THE 2015 Belly Dump [PROPERTY PURCHASED] TO THE BUYER, AND THE BUYER ACCEPTS THE 2015 Belly Dump [PROPERTY PURCHASED], "AS IS".

The Buyer warrants to the Seller that the Buyer has thoroughly examined the 2015 Belly Dump [PROPERTY PURCHASED], that the Buyer is purchasing the Vehicle solely in reliance upon such examination and testing, and that the Buyer is fully satisfied with the 2015 Belly Dump [PROPERTY PURCHASED] "AS IS".

The Seller shall incur no obligation or liability whatsoever for or on account of any condition existing in the 2015 Belly Dump [PROPERTY PURCHASED].

This bill of sale will be governed by the law of the State of South Dakota [STATE JURISDICTION].

IN WITNESS WHEREOF, Seller and Buyer have executed this bill of sale dated the 10th day of _____, _____.

The SELLER:

[Signature]

The BUYER:

[Signature]

LAWDISTRICT

Ganje, Sue

From: Christian, Linda <Linda.Christian@nexteraenergy.com>
Sent: Monday, January 26, 2026 8:08 AM
To: Ganje, Sue
Subject: RE: [EXT] NextEra Energy Resources

Sue,

Thank you. We plan to introduce our company and inform community leaders that we will be working to acquire land to build our solar project. We will address any questions they may have and will also ask about if any existing solar and battery ordinances, as well as any additional regulations we are required to follow.

Linda Christian

Project Manager-Development

Cellular: 305-495-4596

Email: linda.christian@fpl.com

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

Sent: Friday, January 23, 2026 5:48 PM

To: Christian, Linda <Linda.Christian@nexteraenergy.com>

Cc: Pike, Taryn <Taryn.Pike@nexteraenergy.com>; Dull, Nathan <Nathan.Dull@nexteraenergy.com>; Treharne, Thomas <Thomas.Treharne@nexteraenergy.com>; Fox, Tara <Tara.Fox@nexteraenergy.com>

Subject: RE: NextEra Energy Resources

Hello, I can get you on the agenda on March 19. Meetings start at 9:00 am, MST - I will put you down at 9:40 am, for 10 minutes. Please provide a recap of the discussion or needs.

Agenda times may change slightly, you can look at our county website at www.fallriver.sdcountries.org. Click on the Commission tab, click on meeting. You will see the agenda. You can view that 24 hours prior to the meeting. Normal changes may be 5 minutes or so.

Thank you, let me know if you have any questions.

Sue Ganje

County Auditor

Fall River/Oglala Lakota County

505-745-5130

From: Christian, Linda <Linda.Christian@nexteraenergy.com>

Sent: Thursday, January 22, 2026 2:42 PM

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

Cc: Pike, Taryn <Taryn.Pike@nexteraenergy.com>; Dull, Nathan <Nathan.Dull@nexteraenergy.com>; Treharne, Thomas <Thomas.Treharne@nexteraenergy.com>; Fox, Tara <Tara.Fox@nexteraenergy.com>

Subject: RE: [EXT] NextEra Energy Resources

Hello Sue,

It was nice speaking with you. Thank you for providing with the different date options below.

March 19th @ 9am would be the best option for me at this time. I look forward to meeting you. Also can you provide me with some details on who will be in attendance?

Linda Christian

Project Manager-Development

Cellular: 305-495-4596

Email: linda.christian@fpl.com

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

Sent: Friday, January 9, 2026 11:54 AM

To: Christian, Linda <Linda.Christian@nexteraenergy.com>

Subject: NextEra Energy Resources

Good morning. I have spoken to our Chairman of the Board who asked the I provide meeting dates.

All meetings start at 9:00 MST

January 22

February 5

February 19

March 5

arch 19

would assume an in-person meeting would be best. If you are unable to make any of these listed meetings, the commission meets on the 1st and 3rd Thursdays of each month.

Please let me know if you have any questions.

Thank you,

Debbie Ganje

County Auditor

Blaine River/Oglala Lakota County

5-745-5130

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

TO: THE BOARD OF COUNTY COMMISSIONERS

DATE: 02/17/2026

FALL RIVER COUNTY,
HOT SPRINGS, SOUTH DAKOTA

GW PROJECT NUMBER: 61151 - T26119

Application is hereby made by Golden West Telecommunications, South Dakota for permit to occupy highway right-of-way located from: an existing vault on the north side of Rathbun Rd

To: the residence at 27852 Rathbun Rd

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 service to residence
2. Pipe size, cable size and type: Cable: 2pr service drop Duct: PVC Innerduct
3. Outside diameter: Cable: 0.39" 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 not cost to the County or the Federal Government.

APPROVED _____ 20____

SUBMITTED February 17 2026

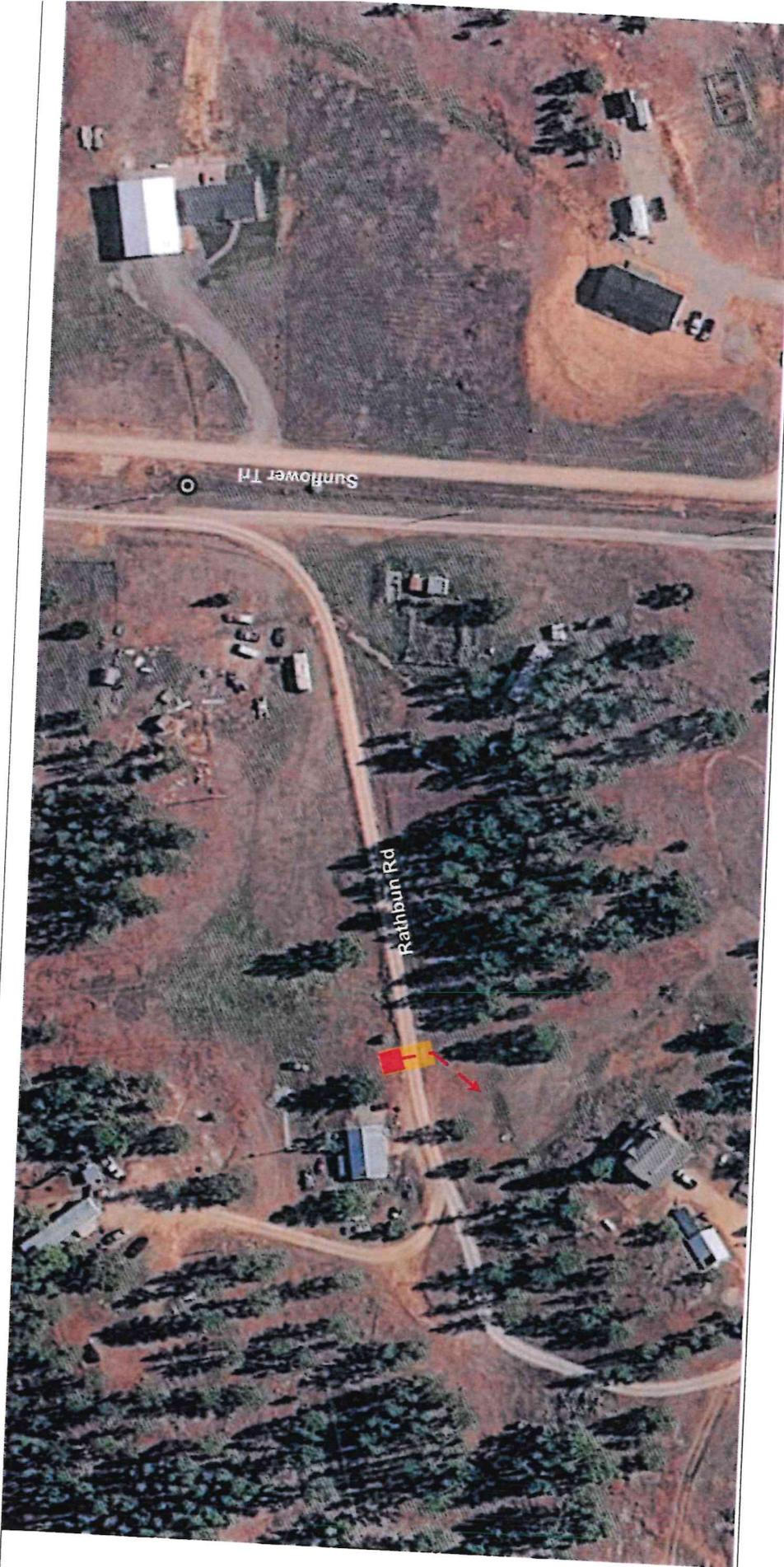
County Chairman

Golden West Telecommunications

County Auditor

By Mickie Abell

Right of Way Specialist
Title



As Staked

Golden West Telecommunication

Name: Fall River Co Hwy
 WO: T26119
 Eech: Hot Springs
 Route: Rathbun Rd
 ROW: Public

Staked By:	SEF	Date:	2-16-26
Received By:	MLA	Date:	2-17-26
Received By:		Date:	
Received By:		Date:	
Plowed By:		Date:	
As Built By:		Date:	

Sheet 1 of 1
 Drawing Not To Scale

CONFIDENTIAL



Proposed Bore



State: South Dakota
 County: Fall River
 Twp: 2S
 Range: 5E
 Section: 26

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

Travel

1 message

Everett Dossey <doe.dossey@frcounty.org>

Mon, Mar 16, 2026 at 4:09 PM

To: "Ganje, Sue" <sue.ganje@state.sd.us>, agenda@frcounty.org, Morgan Erickson <doe.erickson@frcounty.org>

Please add this to the agenda with the travel I sent last week

Fall River County

Approval for travel to training

Vanguard User Group in Chamberlain, SD Sept 8-10 2026

Arrowwood Resort at Cedar Shore \$109.00 night 4 rooms plus per diem

Everett Dossey

Heather Shaffer

Jennifer Bengs

Tamera Dee

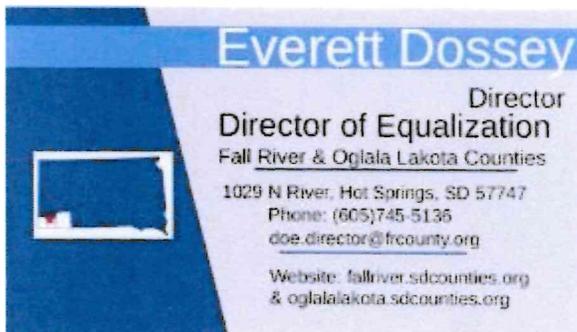
Oglala Lakota County

Approval for travel to training

Vanguard User Group in Chamberlain, SD Sept 8-10 2026

Arrowwood Resort at Cedar Shore \$109.00 night 1 rooms plus per diem

Morgan Erickson



Fall River / Oglala Lakota Counties

Director of Equalization

1029 North River Street, Hot Springs, SD 57747

Ph. 605-745-5136 Email: doe@frcounty.org



Travel Accommodations

Motel Reservations Made:

Event: Vanguard User Group Meeting

Dates: Sept. 8-10

Location: Oacoma, SD

Motel Name: Arrowwood Resort at Cedar Shore

Rate Quoted: \$109

of Rooms: 4

People Attending: Everett Dossey, Jennifer Bengs,
Heather Shaffer, Tamra Dee

Date made on: 3/16/26

Confirmation #: 115684, 115687, 115686, 115685

Billing Info: _____

Fall River / Oglala Lakota Counties

Director of Equalization

1029 North River Street, Hot Springs, SD 57747

Ph. 605-745-5186 Email: doe@frcounty.org



Travel Accommodations

Motel Reservations Made:

Event: Vanguard User Group Meeting

Dates: Sept 8-10

Location: Oacoma, SD

Motel Name: Arrowwood Resort at Cedar Shore

Rate Quoted: \$109

of Rooms: 1

People Attending: Morgan Erickson

Date made on: 3/16/26

Confirmation #: 115683

Billing Info: _____

Confirmation 115687 | Cedar Shore Resort

Reservations@cedarshoresort.com <Reservations@cedarshoresort.com>
To: doe.erickson@frcounty.org

Mon, Mar 16, 2026 at 3:52 PM



Confirmation Number: 115687

MARCH 16 2026

Arrival Date:	Sep 08 2026	Rate:	Omaha Sports
Departure Date:	Sep 10 2026		Show
	River Ranch	Daily Cost:	\$109.00
Room Type:	Double Queen	Total Service	
	Hillside	Fees:	\$0.00
Adults:	1	Total Stay Cost:	\$218.00
Children:	0	Amount Paid:	\$0.00
Infants:	0	Amount Due:	\$259.94

MORGAN ERICKSON

Thank you for making your reservation with Arrowwood at Cedar Shore Resort.

A few things you should know:

*The check in time is after 4pm

*Our check out time is at noon.

*Pets are welcome, but there is a \$10 fee per night/room.

***Cancellations must be made within 72 hours prior to arrival to avoid a penalty charge of a one night stay plus taxes.**

Confirmation 115684 | Cedar Shore Resort

Reservations@cedarshorerestort.com <Reservations@cedarshorerestort.com>
To: doe.erickson@frcounty.org

Mon, Mar 16, 2026 at 3:52 PM



Confirmation Number: 115684

MARCH 16 2026

Arrival Date:	Sep 08 2026	Rate:	Omaha Sports Show
Departure Date:	Sep 10 2026	Daily Cost:	\$109.00
Room Type:	River Ranch Double Queen Hillside	Total Service Fees:	\$0.00
Adults:	1	Total Stay Cost:	\$218.00
Children:	0	Amount Paid:	\$0.00
Infants:	0	Amount Due:	\$259.94

MORGAN ERICKSON

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Confirmation 115686 | Cedar Shore Resort

Reservations@cedarshoresort.com <Reservations@cedarshoresort.com>
To: doe.erickson@frcounty.org

Mon, Mar 16, 2026 at 3:52 PM



Confirmation Number: 115686

MARCH 16 2026

Arrival Date:	Sep 08 2026	Rate:	Omaha Sports Show
Departure Date:	Sep 10 2026	Daily Cost:	\$109.00
Room Type:	River Ranch Double Queen Hillside	Total Service Fees:	\$0.00
Adults:	1	Total Stay Cost:	\$218.00
Children:	0	Amount Paid:	\$0.00
Infants:	0	Amount Due:	\$259.94

MORGAN ERICKSON

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Confirmation 115683 | Cedar Shore Resort

Reservations@cedarshoresort.com <Reservations@cedarshoresort.com>
To: doe.erickson@frcounty.org

Mon, Mar 16, 2026 at 3:52 PM



Confirmation Number: 115683

MARCH 16 2026

Arrival Date:	Sep 08 2026	Rate:	Omaha Sports
Departure Date:	Sep 10 2026		Show
	River Ranch	Daily Cost:	\$109.00
Room Type:	Double Queen	Total Service	
	Hillside	Fees:	\$0.00
Adults:	1	Total Stay Cost:	\$218.00
Children:	0	Amount Paid:	\$0.00
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***Cancellations must be made within 72 hours prior to arrival to avoid a penalty charge of a one night stay plus taxes.**

**EXTRACT OF MINUTES OF MEETING OF THE COUNTY COMMISSION OF
FALL RIVER COUNTY, SOUTH DAKOTA**

Pursuant to due call and notice thereof a meeting of the Commission of Fall River
County, South Dakota, was held on _____, 2026 at _____ o'clock ____m.

The following Commissioners were present:

and the following were absent:

Commissioner _____ then introduced and moved the adoption of the following
Resolution:

RESOLUTION NO. 2026-

RESOLUTION DECLARING NECESSITY AND EXPEDIENCY FOR ISSUANCE OF GENERAL OBLIGATION BONDS AND CALLING AN ELECTION

WHEREAS, Fall River County (the “County”) hereby finds it necessary to provide funds for financing the new Fall River County Justice Center, and the costs of issuing the Bonds (the “Improvements or Construction”), if so approved by the voters; The proposed project will be meet all building code and American Correctional Association requirements providing safety for the Public, Staff, and Detainee, and

WHEREAS, the County is authorized to issue bonds pursuant to SDCL Chapter 7-24 to finance the Improvements and Construction, if so approved by the voters; and

WHEREAS, pursuant to SDCL 6-8B-3 no bonds may be issued unless authorized by a vote of the people.

BE IT RESOLVED by the Commission of Fall River County, South Dakota, as follows:

1. Declaration of Necessity. It is hereby found, determined and declared that it is necessary and expedient for this County to borrow money by issuing its General Obligation Bonds in an amount not exceeding \$20,000,000 payable from 1 and not to exceed 20 years from year of issuance, bearing interest payable at such times and at such rate or rates as may be determined by the Commission, for the purpose of financing the new Fall River County Justice Center, and the costs of issuing the Bonds (the “Improvements or Construction”), if so approved by the voters; The proposed project will be meet all building code and American Correctional Association requirements providing safety for the Public, Staff, and Detainee.
2. Election. The question of authorizing the issuance of such bonds shall be submitted to the qualified electors of the County at a bond election which is to be held on the 2nd day of June 2026 between the hours of 7:00 o'clock a.m. and 7:00 o'clock p.m. The question shall be in substantially the following form:

SHALL FALL RIVER COUNTY, SOUTH DAKOTA, ISSUE AND SELL ITS NEGOTIABLE GENERAL OBLIGATION BONDS IN A PRINCIPAL AMOUNT NOT EXCEEDING \$20,000,000, ISSUED IN ONE OR MORE SERIES, BEARING INTEREST AT SUCH RATES AS MAY BE DETERMINED BY THE COUNTY COMMISSION, PAYABLE AND MATURING FROM 1 AND NOT TO EXCEED 20 YEARS AFTER THE DATE OF ISSUANCE, FOR THE PURPOSE OF FINANCING THE NEW FALL RIVER COUNTY JUSTICE CENTER, (THE “IMPROVEMENTS OR CONSTRUCTION”), AND THE COSTS OF ISSUING THE BONDS, IF SO APPROVED BY THE VOTERS; THE PROPOSED PROJECT WILL BE MEET ALL BUILDING CODE AND AMERICAN CORRECTIONAL ASSOCIATION REQUIREMENTS PROVIDING SAFETY FOR THE PUBLIC, STAFF, AND DETAINEE.

SHALL THE ABOVE PROPOSITION BE APPROVED AND THE BONDS ISSUED?

3. Polling places and Judges. Polling places and judges and clerks for said election shall be selected according to South Dakota Law.
4. Voter Registration Deadline. The County Auditor is hereby authorized and directed to give notice of voter registration and deadline therefore, as required by law. The deadline for voter registration shall not be less than fifteen (15) days prior to the election. The County Auditor shall give notice of the availability of registration officials and state when registration will be terminated and the effect of a failure to have registered. Such notice shall be published in official newspapers of the County at least once each week for (2) two consecutive weeks, the last publication to be not less than (10) ten nor more than (15) fifteen days before the deadline for registration.
5. Notice of Election. The County Auditor is hereby authorized and directed to give notice of bond election, said notice to be published in the official newspaper for the County once each week for two (2) successive weeks before said date of election. The second notice shall be published not less than four (4) days nor more than ten (10) days before the election.
6. Ballots. The County Auditor is authorized and directed to cause printed ballots to be prepared for use at said election in substantially the form on file with the County Auditor and to publish with the second notice of election.
7. Canvass. Said election shall be held and conducted and the votes cast thereat shall be counted, certified and canvassed according to law, and this Board shall meet at the regular meeting room in Fall River County, South Dakota, in the County for the purpose of canvassing the results within six (6) days of the election.

Commissioner _____ moved for the adoption of the foregoing Resolution.

Said motion was seconded by Commissioner _____ and upon vote being taken the following voted AYE:

and the following voted NAY:

whereupon said motion was declared duly passed and adopted and was signed and attested by the Chairman and County Auditor.

ATTEST:

Chairman

County Auditor

STATE OF SOUTH DAKOTA)
 :SS
COUNTY OF FALL RIVER)

I, Sue Ganje, the undersigned, duly qualified and acting County Auditor of Fall River County, State of South Dakota, hereby certify that I have carefully compared the attached and foregoing Extract of Minutes with the original thereof on file and of record in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the Commission of said County duly called and held on the date therein indicated, so far as such Minutes relate to the issuance of bonds by said County.

WITNESS my hand and official seal of the County as such County Auditor this _____, 2026.

County Auditor

NOTICE OF DEADLINE FOR VOTER REGISTRATION

Voter registration for the Bond Election to be held on the 2nd day of June 2026 will close on the 18th day of May 2026. Failure to register by this date will cause forfeiture of voting rights for this election. If you are in doubt about whether you are registered, call the Fall River County Auditor at (605) 745-5130.

Registration may be completed during regular business hours at the county auditor's office, municipal finance office, secretary of state's office, and those locations which provide driver's licenses, food stamps, TANF, WIC, military recruitment, and assistance to the disabled as provided by the Department of Human Services. You may contact the county auditor to request a mail-in registration form or access a mail-in form at www.sdsos.gov.

Voters with disabilities may contact the county auditor for information and special assistance in voter registration, absentee voting, or polling place accessibility.

Auditor
Fall River County, South Dakota

**NOTICE OF COUNTY BOND ELECTION
FALL RIVER COUNTY**

A County Bond Election will be held on June 2, 2026 in all the voting precincts in Fall River County, South Dakota. If the polls cannot be opened because of bad weather, the election may be postponed one week.

The election polls will be open from seven o'clock a.m. to seven o'clock p.m. central time on the day of the election.

At the election, the following questions will be voted upon:

SHALL FALL RIVER COUNTY, SOUTH DAKOTA, ISSUE AND SELL ITS NEGOTIABLE GENERAL OBLIGATION BONDS IN A PRINCIPAL AMOUNT NOT EXCEEDING \$20,000,000, ISSUED IN ONE OR MORE SERIES, BEARING INTEREST AT SUCH RATES AS MAY BE DETERMINED BY THE COUNTY COMMISSION, PAYABLE AND MATURING FROM 1 AND NOT TO EXCEED 20 YEARS AFTER THE DATE OF ISSUANCE, FOR THE PURPOSE OF FINANCING THE NEW FALL RIVER COUNTY (THE "IMPROVEMENTS OR CONSTRUCTION"), AND THE COSTS OF ISSUING THE BONDS, IF SO APPROVED BY THE VOTERS; THE PROPOSED PROJECT WILL BE MEET ALL BUILDING CODE AND AMERICAN CORRECTIONAL ASSOCIATION REQUIREMENTS PROVIDING SAFETY FOR THE PUBLIC, STAFF, AND DETAINEE.

The polling place in each precinct of this County is as follows:

[***INSERT POLLING PLACE HERE***]

Voters with disabilities may contact the County Auditor for information and special assistance in absentee voting or polling place accessibility.

County Auditor
Fall River County, South Dakota

Publish:

**OFFICIAL BALLOT
BOND ELECTION**

FALL RIVER COUNTY, SOUTH DAKOTA

SHALL FALL RIVER COUNTY, SOUTH DAKOTA, ISSUE AND SELL ITS NEGOTIABLE GENERAL OBLIGATION BONDS IN A PRINCIPAL AMOUNT NOT EXCEEDING \$20,000,000, ISSUED IN ONE OR MORE SERIES, BEARING INTEREST AT SUCH RATES AS MAY BE DETERMINED BY THE COUNTY COMMISSION, PAYABLE AND MATURING FROM 1 AND NOT TO EXCEED 20 YEARS AFTER THE DATE OF ISSUANCE, FOR THE PURPOSE OF FINANCING THE NEW FALL RIVER COUNTY

(THE "IMPROVEMENTS OR CONSTRUCTION"), AND THE COSTS OF ISSUING THE BONDS, IF SO APPROVED BY THE VOTERS; THE PROPOSED PROJECT WILL BE MEET ALL BUILDING CODE AND AMERICAN CORRECTIONAL ASSOCIATION REQUIREMENTS PROVIDING SAFETY FOR THE PUBLIC, STAFF, AND DETAINEE.

INSTRUCTIONS TO VOTERS: Place a cross (X) or check mark (✓) in the square preceding "Yes" or "No". A vote "yes" is in favor of issuing the bonds and a vote "no" is against the issuing of bonds.

YES

NO

SHALL THE ABOVE PROPOSITION BE APPROVED AND THE BONDS ISSUED?

Publish:

Ganje, Sue

From: Highway Department <hwy@frcounty.org>
Sent: Monday, March 16, 2026 7:01 AM
To: Ganje, Sue
Subject: Fwd: [EXT] Iglloo to Provo Adverse Effect Meeting Follow-up, PCN049U, ERC 250314001F

Good morning Sue

Could you please review the email below from Brian Korman regarding the Iglloo to Provo project (PCN049U)?

He is asking for our input on who should be listed as the primary applicant and signatory for the Memorandum of Agreement (MOA). He suggested SDDOT as the primary signatory with Fall River as a signatory as well.

Could you email him back and CC us please.

Julie Silvernail
Office Manager
Fall River County Highway Department
605-745-5137

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

From: Korman, Brian L CIV USARMY CENWO (USA) <Brian.L.Korman@usace.army.mil>
Date: Fri, Mar 13, 2026 at 7:09 AM
Subject: RE: Iglloo to Provo Adverse Effect Meeting Follow-up, PCN049U, ERC 250314001F
To: HuiZenga, Paula <paula.huiZenga@state.sd.us>, hwy@frcounty.org <hwy@frcounty.org>

Paula and Tony,

I'm working on the Memorandum of Agreement (MOA) for this action and I was wondering who I should put as the applicant since DOT submitted the information but the project is for Fall River? I'm thinking that SDDOT should be the applicant/primary signatory as they will work towards meeting all of the stipulations, but I think it would still be beneficial for Fall River to be a signatory.

Please let me know what you think. Thank you.

Brian Korman

SD Regulatory Office

28563 Powerhouse Road

Pierre SD 57501

605-945-3381

<https://www.nwo.usace.army.mil/Missions/Regulatory-Program/South-Dakota/>

We are accepting permit applications and requests for jurisdictional determinations through a website tool, the Regulatory Request System: <https://rrs.usace.army.mil/rrs>

The Omaha District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete the Customer Satisfaction Survey located at our website at <https://regulatory.ops.usace.army.mil/customer-service-survey/>

Final Permit Actions: <https://permits.ops.usace.army.mil/>

From: Korman, Brian L CIV USARMY CENWO (USA)
Sent: Wednesday, March 11, 2026 2:43 PM
To: Wasley, Katie <katie.wasley@state.sd.us>; Huizenga, Paula <paula.huizenga@state.sd.us>
Cc: Jozef Lamfers <jozef.lamfers@state.sd.us>; Duncan Trau, SHPO Historic Preservation Restoration Specialist <duncan.trau@state.sd.us>; Hight, Joanne <joanne.hight@state.sd.us>; Matt Lucas <matt.lucas@usda.gov>; hwy@frcounty.org
Subject: Iglou to Provo Adverse Effect Meeting Follow-up, PCN049U, ERC 250314001F

All,

Thank you all again for taking the time to meet today and discuss this action, while we do not have a final resolution yet, I think it was very beneficial to all meet and discuss the path forward.

Overall notes from the meeting include discussions about federal control (Section 106) vs state control (under South Dakota laws/regs) for historic properties and the difference in scope of review, why this action constitutes an adverse effect, and the potential mitigative measures of an academic review of the Black Hills Army Depot and production of a public story board.

The to-do list I have from the call is:

- The Corps, SDDOT, and SHPO need to review law, regulation, and policy to determine if everything can be captured under 1 MOA or if the DOT would need to create a separate MOA for impacts outside of the Federal action, and whether or not that falls under a state regulation or not.
- I would request assistance with drafting the MOA mitigation measures such as potential Stipulations or language taken from other similar actions. Also, I would like suggestions for the timeline of when mitigative actions need to be done (photos prior to construction, but research and story board deliverables at a reasonable later date).

-I will check with ACHP to see if they are intending to participate on this action, and then if they have guidance on how we should proceed with this action.

-Katie will work with Garry Guan on expectations between SHPO and DOT.

Please let me know if I have missed any key points of the meeting. Thank you.

Brian Korman

SD Regulatory Office

28563 Powerhouse Road

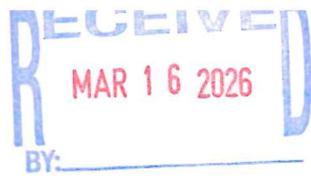
Pierre SD 57501

605-945-3381

<https://www.nwo.usace.army.mil/Missions/Regulatory-Program/South-Dakota/>

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FYI

Public Safety Notice Regarding Fall River Falls

Fall River County Board of Commissioners
Fall River County Courthouse
906 N River Street
Hot Springs, SD 57747



I am writing as a Professional Engineer and Land Surveyor licensed in South Dakota and as Professor Emeritus.

Following the 1995 triple drowning at Fall River Falls, engineering observations and discussions occurred with various local officials regarding the hydraulic conditions of the falls.

My purpose is simply to ensure that this historical knowledge remains documented for public safety purposes.

Respectfully,

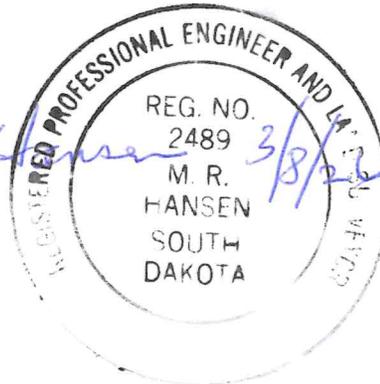
M. R. Hansen, PE, LS

Professor Emeritus, SDSMT

Box 5

Philip, SD 57567

605-407-2624



Professional Statement of Duty M. R. Hansen, PE&LS South Dakota #2489

Date: 3/8/2026

This statement is submitted to explain why I have chosen to document and communicate public safety concerns associated with Fall River Falls near Hot Springs, South Dakota. As a licensed Professional Engineer and Land Surveyor in the State of South Dakota, I have long been guided by the fundamental ethical obligation of the engineering profession: to protect public health, safety, and welfare.

In August 1995, three individuals tragically drowned at Fall River Falls. Following that event, I reviewed the hydraulic conditions at the site with engineering students and maintained notes regarding potential mechanisms that could contribute to swimmer entrapment near the base of the waterfall.

At that time, discussions occurred with representatives of city and county government as well as individuals connected with land ownership near the site. Community concern was understandably intense and there was interest in identifying possible safety measures.

Over the years, public attention to the event has naturally diminished. However, the physical conditions associated with waterfalls and plunge pools can include powerful recirculating currents capable of overpowering even strong swimmers. Such conditions are well recognized in hydraulic engineering.

As an engineer who participated in discussions following the 1995 tragedy, I believe it is appropriate to ensure that this historical knowledge remains available to current officials and future decision-makers.

My purpose is not to criticize any individual or institution, nor to assign responsibility for past events. Rather, it is to fulfill the continuing ethical duty of an engineer to bring potential safety concerns to the attention of appropriate authorities.

If the documentation of these concerns contributes in any way to improved awareness or preventative measures in the future, then this effort will have served its purpose. I respectfully submit this statement in the spirit of professional responsibility and public safety.

Respectfully,

M. R. Hansen, PE, LS

Professor Emeritus South Dakota School of Mines & Technology

Box 5

Philip, SD 57567

605-407-2624

