

OGLALA LAKOTA COUNTY UNAPPROVED MINUTES OF JANUARY 22, 2026

The Oglala Lakota Board of County Commissioners met in regular session on January 22, 2026. Present: Allyssa Comer, Art Hopkins, Wendell Yellow Bull and Sue Ganje, Auditor. Anna Takes the Shield (Dubray) Via telephone. Ramon Bear Runner was absent.

The meeting was called to order at 1:18 p.m. by Chairwoman Comer. The agenda was reviewed for conflicts. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED.

Motion made by Yellow Bull, seconded by Hopkins, to approve the agenda as written.

Motion made by Yellow Bull, seconded by Hopkins, to approve January 8th, 2026, meeting minutes with. Hopkins asked that the board remove the motion on SD Retirement each January in the future.

OGLALA LAKOTA COUNTY PAYROLL 2026

Arredondo, Jerlene	Veteran's Service Officer	\$43,077.00 per year
Bear Runner, Ramon	Commissioner	\$600.00 a month plus \$50.00 per attended meeting
Bettelyoun, Lynx	Hwy Superintendent	\$64,551.72 per year
Rojo, Derek	Sheriff Deputy	\$26.75
Comer, Allyssa	Commissioner	\$600.00 a month plus \$50.00 per attended meeting
Ferguson, Doreen	Hwy Department	\$20.04 per hour
Ferguson, Kelly	Hwy Department	\$23.22 per hour
Hopkins, Arthtur	Commissioner	\$600.00 a month plus \$50.00 per attended meeting
Martinez, Audrey	Hwy Secretary	\$19.48 per hour
Martinez, Audrey	Coroner	\$385.00 per call
Black Bull, Daylon	Sheriff	\$59,924.76 per year
Takes The Shield (Dubray), Anna	Commissioner	\$600.00 a month plus \$50.00 per attended meeting
White Face, David	Hwy Department	\$27.53 per hour
Yellowbull, Wendell	Commissioner	\$600.00 a month plus \$50.00 per attended meeting
Paid out of the Victim's Assisstance Fund		
Boche, Carol	State's Attorney's Office	\$3,000.00 per year
Two Bear, Lynn	State's Attorney's Office	\$3,000.00 per year

Motion made by Yellow Bull, seconded by Hopkins, to approve the Auditor's Account with the treasurer for December, 2025 as follows:

Office of the Oglala Lakota 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

December-25

DATE: January 21, 2026

TO: Oglala Lakota 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 Oglala Lakota 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 December 31, 2025

Total Balances of Checking/Savings Accounts	1,581,442.05
Total Outstanding Deposits	696.50
Schwab Treasury	3,133,311.87
NSF Checks:	
Deaton, Tyler	110.10
Total Treasurer's Change Fund	15.00
TOTAL	4,715,575.52

Audited By: Stacy Schmidt

Oglala Lakota Co Auditors Office

Lynx Bettelyoun, Highway Superintendent, met with the Board.

Motion made by Yellow Bull, seconded by Hopkins, to approve the payout of 108 hours of vacation for David Samuel Whiteface, as he was unable to use them.

ATTEST:

Oglala Lakota County Board of Commissioners

/s/ Sue Ganje

Sue Ganje, Auditor

Oglala Lakota County Auditor's Office

Tyler Gunhammer and Rebecca Terk, Interveners in the uranium exploration issue, met with the Board to advise that the support letters from Fall River County and the City of Hot Springs were not accepted due to the date received. The appeal was held with the DANR chairman Glenn Blumhardt, who denied the appeal. Gunhammer and Terk are asking for the full board to hear the request for a change of venue.

Reno Red Cloud, Intervener - Oglala Sioux Tribal Natural Resources, spoke of this being a significant issue for Treaty lands. It would be helpful for the citizens of the tribe to come to Hot Springs, rather than Pierre. Gunhammer suggested that the County sign yet another letter. He will mail out the letter himself.

Motion made by Yellow Bull, seconded by Hopkins, to approve letter of support as follows:

Glenn Blumhardt, Chair

Board of Minerals & Environment

Department of Agriculture & Natural Resources

523 E Capitol Avenue

Pierre, SD 57501

Dear Honorable Chair,

Last spring, Department of Agriculture & Natural Resources (DANR) published notice of proposed uranium exploration (EXNI 453) in Fall River County, near Craven Canyon. Publication of the notice provided for public comment and petitions to intervene in the decision-making process. It also provided for a venue change request from an affected county.

In a letter dated May 14, the Oglala Lakota County Commission timely and properly submitted our request to hold the hearing in Pine Ridge, Hot Springs (our county seat), or Rapid City.

SDCL 45-6D-27 states, in part, "The board of county commissioners of a county containing affected land may request that the hearing on the application for a uranium exploration operation permit be held in that county."

At an August, 2025 pre-hearing on the matter, Board of Minerals & Environment Hearing Chair Bob Morris denied our request as improper because it did not come from the county in which the exploration would be sited. **However, SDCL 45-6D-27 states that the request may come from a county "affected" by the project, not simply the county in which the project is sited.**

As duly-elected commissioners of a county situated downwind and downstream from the proposed site, we are aware that our lands have been affected by previous exploration and

mining activities in Fall River County. We believe that further exploration or mining activities will create further impacts.

The Fall River County Commission and Hot Springs City Council also wrote in support of our timely & proper venue change request. Those additional requests were also denied in a December 21st ruling from Hearing Chair Morris, citing the earlier deadline that Oglala Lakota County did, in fact, meet.

Pursuant to ARSD 74:09:01:08, the Oglala Lakota County Board of Commissioners respectfully requests reconsideration of our venue change request by the full Board of Minerals & Environment, and to grant our request to relocate the hearing on EXNI 453 to Pine Ridge, Hot Springs or Rapid City.

Respectfully,

/s/ Allyssa Comer
Allyssa Comer
Commission Chair

/s/ Art Hopkins
Art Hopkins
Commissioner

/s/ Wendell Yellow Bull
Wendell Yellow Bull
Commissioner

Everett Dossey, Director of Equalization, met with the Board, to discuss possibly having town hall meetings in different communities in the county to explain the valuation process along with programs for taxpayers, at later this summer. Dossey then asked if there would be somewhere to meet for the meetings, Yellow Bull suggested somewhere in the Town of Batesland.

Hopkins questioned services from MASA health. The county will reach out for a representative to be at the next meeting.

Teresa Pullen, County Treasurer, met with the board to discuss a tax payment plan for Debra Black Crow.

Motion made by Hopkins, seconded by Yellow Bull, to approve payment plan for Debra Black Crow, in the amount of \$200.00 per month.

Motion made by Yellow Bull, seconded by Hopkins, to have a 1st draft drug policy written by States attorney for next meeting.

Motion made by Yellow Bull, seconded by Hopkins, to accept the bills as follows:

Buche - \$55.99 INV 250265/1 GUIDE BAR 20", \$41.99 " " 33RS3 72E SAW CHAIN, \$7.99 "
" NIPPLE GALV 2"X3", \$14.99 " " COUPLE GALVSTEEL 2"

Bomgaars – \$484.99 INV 49764982 TRANSFER PUMP, \$99.99 " " MULTI TOOL KIT, \$25.99 " " OSCILLATING SET, \$12.99 " " CAULK GUN, \$14.99 " " MAGNETIC TRAY, \$36.99 " " LOADED BALL MOUNT, \$549.99 " " TANK, TRANSFER, NARROW

Butler - \$9,158.40 INV 06PS0723891 CUTTING EDGE X 40, \$1,201.38 INV 06PS0724267 10W HYDR 55G, \$947.69 " " 30W TRANS 55 GAL

Great Western - \$10,170.00 INV 1-669924 175R25 RECAPX6, \$90.00 "TIRE P 25" ORINGS, \$10.00 " " FUEL CHARGE

Martin Auto Parts - \$6.62 INV 202063315 QT MAG 1 HYDRAUL, \$19.59 " GL MAG 1 POWER STEER, \$97.57 " " WELD-ON PIPE MNT SWV, \$18.46 INV 202063707 AIR FILTER KIT, \$40.00 " " LABOR, \$38.52 " " SNOWDRIVER, \$12.84 "SNOWDRIVER, \$51.36 " " SNOWDRIVER, \$5.77 " " 1/2 DR 6 PT STANDARD, \$37.14 " " GL RAIN-X

Menards - \$42.42 INV 91752 2PK RETRAC TIE DOWNS, \$7.26 " " HEFTY US 13 G 40 CT, \$14.44 INV 92521 SIEMENS 4OZ 2P BRKR, \$136.85 " " GR WIRE, \$37.31 " " WHITE POLE BARN SCREW, \$5.26 " " HEX WASHER, \$5.26 " " HEX WASHER, \$5.26 " " SELF DRILL HEX, \$6.03 " " HEX HEAD SDS, \$5.26 " " SELF DRILL HEX

Motion made by Yellow Bull, seconded by Hopkins, to approve VSO monthly report.

Motion made by Yellow Bull, seconded by Takes the Shield, to adjourn the meeting at 2:21 p.m.

/s/Allyssa Comer

Allyssa Comer, Chairwoman

Board of Oglala Lakota County Commissioners

ATTEST:

/s/Sue Ganje

Sue Ganje

Oglala Lakota County Auditor

Oglala Lakota County HWY- Dept
Report Jan 08,2026 to Feb 10,2026

Blade Road

01-08-2026	Rd #r 16,2,7	Completed by: Sam, Kelly, Doreen
01-12-2026	Rd #r 7,16	Completed by: Sam, Doreen
01-13-2026	Rd #r 11,7	Completed by: Sam
01-14-2026	Rd #r 16,16A,2	Completed by: Sam, Kelly, Doreen
01-15-2026	Rd #r 16,2	Completed by: Sam, Kelly, Doreen
01-21-2026	Rd #r 2,4,7	Completed by: Sam
01-22-2026	Rd #r 7	Completed by: Sam
01-26-2026	Rd #r 11	Completed by: Sam
01-27-2026	Rd #r 2	Completed by Sam
02-03-2026	Rd #r 16A, 2, 16	Completed by Sam, Kelly
02-04-2026	Rd #r 2,4	Completed by: Sam, Kelly, Doreen
02-05-2026	Rd #r 16	Completed by: Sam, Kelly, Doreen
02-09-2026	Rd #r 16,2, 7	Completed by: Sam, Kelly
02-10-2026	Rd #r 11, 26, 15L	Completed by: Sam, Kelly

Gravel Rd

01-08-2026	Rd #r 4	30 Tons	Completed by: Kelly
01-12-2026	Rd #r 4	30 Tons	Completed by: Kelly

Equipment

01-22-2026	BL06	Replace Batteries	Completed by: Kelly
01-29-2026	BL06	Replaced 3 Tires and Left Door Window	Completed by: Sam, Kelly, Doreen, Lynx
02-02-2026	BL06	Replaced 3 Tires and Right door window	Completed by: Sam, Kelly, Doreen, Lynx
02-03-2026	BL06	Replace, Cutting Edges	Completed by: Sam, Kelly, Lynx
02-03-2026	BL07	Replace Cutting Edges	Completed by: Sam, Kelly, Lynx



SOFTWARE LICENSE AGREEMENT 2026

This Agreement is made between D-Ware, Inc. located at 12768 Black Forest Road, Rapid City, South Dakota and _____ (licensee) with a principal place of business at _____, a mailing address of _____, and an email address of _____.

DEFINITIONS.

- a. "Software" means the computer programs and documentation listed and described in Schedule A to this agreement.
- b. "Install" means placing the software and accessibility on a computer's hard disk and providing connectivity to the software programs.
- c. "Authorized" means providing the user access to the computer program on a distant server.

2. GRANT OF RIGHTS. D-Ware, Inc. hereby grants to licensee a nonexclusive license to use the software as one single user.

3. TERMS OF AGREEMENT. This license is effective when executed by both parties and the license granted to the software remains in force until terminated pursuant to the terms of this agreement. Either party can terminate by giving thirty (30) days written notice.

D-Ware, Inc. shall have the right to immediately terminate this license if licensee fails to perform any obligation required under this license agreement, including but not limited to non-payment or late payment. D-Ware, Inc. has sole discretion to terminate the licensee's contract without any cause at any time. If D-Ware, Inc. chooses to terminate this license for any reason other than stated in the first part of this section, D-Ware, Inc. will give a minimum of thirty (30) days written notice to licensee of upcoming termination. Annual license fees will be prorated and reimbursed from the date of termination.

4. LICENSE FEES. Licensee agrees to pay D-Ware, Inc. annual license and leasing fees as noted in Schedule A. The fee schedule will be reviewed annually. If the fee schedule is updated, the updated fee schedule will be provided to the licensee thirty (30) days prior to the end of the calendar year. Schedules A contains the fees structure.

- 5. RETURN OR DESTRUCTION OF SOFTWARE UPON TERMINATION.** Upon termination of this license, the licensee shall return to D-Ware, Inc. or destroy the original and all copies of the software including partial copies and modifications.

D-Ware, Inc. recognizes that all information and material inputted and recorded into the software by the licensee is the sole property of the licensee. D-Ware, Inc. will release all information, via electronic copy to licensee within thirty (30) days upon request.

D-Ware, Inc. will retain data of terminated licensee for a minimum of one (1) year.

- 6. TITLE TO SOFTWARE.** D-Ware, Inc. retains title to and ownership of the software and all enhancements, modifications and updates of the software. D-Ware, Inc. is the sole owner of the copyright license.

- 7. MODIFICATIONS AND ENHANCEMENTS.** Licensee will make no efforts to reverse engineer the software or make any modifications or enhancements without D-Ware, Inc.'s express written consent.

- 8. LIMITATION ON LIABILITY.** D-WARE, INC.'S ENTIRE LIABILITY AND D-WARE, INC.'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE AGREEMENT SHALL BE D-WARE, INC.'S OPTION TO EITHER:

- a. RETURN TO LICENSEE THE LICENSE FEE FOR THE PERIOD IN WHICH THE SOFTWARE DID NOT PERFORM ACCORDING TO CONTRACTUAL EXPECTATIONS, OR
- b. REPAIR THE SOFTWARE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS.

- 9. CONFIDENTIALITY.** Licensee will treat the software as a trade secret and proprietary know-how belonging to D-Ware, Inc. that is being made available to licensee in confidence. The Licensee agrees to treat the software with at least the same care as it treats its own confidential or proprietary information.

D-Ware, Inc. will not share the licensee's confidential information. D-Ware, Inc. agrees to secure and keep confidential all of licensee's information on record or that was inputted into software by licensee from any breaches and leaks of information.

For purposes of this agreement, confidential means information not publicly available.

10. DISPUTES. If a claim, by either party, is under the small claims limit, the dispute will be managed in this format. If the claim is above the small claims limit, then the dispute will be managed in arbitration. The parties agree to submit any dispute under this license to binding arbitration under the rules of the American Arbitration Association in the following location: Rapid City, SD. Judgement upon the award rendered by the arbitrator may be entered in any court with jurisdiction to do so. The parties agree to a venue in Pennington County, SD for any small claims' disputes.

11. ATTORNEY FEES. If any legal action is necessary to enforce this license, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which it may be entitled.

12. GENERAL PROVISIONS.

- a. **Complete Agreement:** This license agreement together with all schedules referred to in this agreement (Schedule A and/or B), all of which are incorporated herein by reference, constitutes the sole and entire agreement and supersedes all prior understandings, agreements, representations, and documentation relating to the subject matter of this agreement. Schedule A and/or B constitute pricing for the current year.
- b. **Modifications:** Modifications and amendments to this agreement, including any exhibit, schedule or attachment hereto, shall be enforceable only if in writing and signed by authorized representatives of both parties.
- c. **Applicable Law:** This license will be governed by the laws of the State of South Dakota.
- d. **Notices:** All notices and other communications given in connection with this license shall be in writing and shall be deemed given as follows:
 - i. When delivered personally to the recipient's address as appearing in the introductory paragraph to this license; or
 - ii. When sent via United States mail to the recipient's address as appearing in the introductory paragraph of this license; or
 - iii. When sent by fax or email to the last known email address or fax number of the recipient known to the party giving notice. Notice is effective upon receipt.

Any party may change its address appearing in the introductory paragraph to this license by giving notice of the change in accordance with this paragraph.

- e. **No Agency:** Nothing contained herein will be construed as creating any agency, partnership, or joint enterprise between the parties.

13. ASSIGNMENT. The rights conferred by this license shall not be assignable by the licensee without prior consent of D-Ware, Inc.

14. INDEMNITY CLAUSE. Licensee hereby agrees to indemnify and defend D-Ware, Inc. against claims on account of licensee's use of the licensed software that results in a claim.

15. SIGNATURES & AUTHORITY. The parties represent that they are authorized to enter into this agreement. This license shall be signed by _____, who has authority on behalf of licensee, and by Moxa Durgin, who has authority on behalf of D-Ware, Inc.

On behalf of the LICENSEE:

On behalf of D-WARE, INC.:

Printed Name

Moxa Durgin
Printed Name

Signature

MoxaDurgin
Signature

Title

Bookkeeper
Title

Phone

605-574-2343
Phone

Date

jerry.durgin1@gmail.com

moxa.durgin@gmail.com

E-Mail

County Name: _____



SCHEDULE A

2026 Yearly Lease Fees for D-Ware, Inc.

Every customer is billed for the Highway Manager Pro software package. Please circle any additional modules or users and return with signed contract.

Highway Manager Pro		\$4900 includes 1 user
Additional users	add	\$290 each
Fuel Module Gas Boy	add	\$570
Weed Module	add	\$570

County Name: _____



SOUTH DAKOTA ASSOCIATION OF COUNTY HIGHWAY SUPERINTENDENTS

January 2026

RE: 49th Annual SDACHS "Short Course Registration"

Dear Highway Superintendent,

The SDACHS will be hosting the 2026 "Short Course" in Deadwood at The Lodge at Deadwood Gaming Resort on March 17-19, 2026 - 100 Pine Crest Lane, Deadwood, SD 57732 – Phone: 877.393.5634

We are expecting 200-225 in attendance this year which will consist of Highway Superintendents, County Commissioners, SDDOT and LTAP Officials, Spouses, and Vendors!

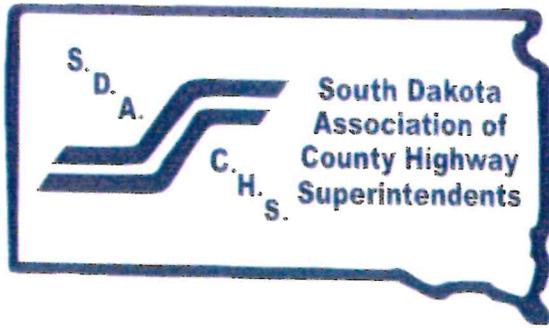
SDACHS members rely on the annual Short Course for information on the latest innovations in bridge and roadway construction, engineering technology, safety, computer software, and many other products affiliated with Counties and transportation. The Short Course delivers 8 technical sessions and an exhibitor expo with over 50 vendors. Our vendors know that our members manage over 3,700 bridges and 35,000 miles of roadway. By attending the Short Course, you will have plenty of networking opportunities to learn about products, equipment, and services!

SDACHS encourages your participation in our signature event by completing the enclosed Registration Form and mailing it to:

SDACHS
Brian Gustad, Secretary/Treasurer
422 Western Avenue, Brookings, SD 57006

Hope to see you soon in Deadwood!

Brian Gustad
SDACHS Secretary /Treasurer



South Dakota Association of Highway Superintendents
422 Western Ave.
Brookings, SD 57006

To South Dakota Highway Superintendents,

This letter is to inform all members of the South Dakota Association of County Highway Superintendents that our dues will be having an increase for 2026 and 2027. For 64 counties' dues will increase to \$600.00 which includes \$75.00 in SDACHS dues. For Minnehaha County dues shall be \$1,455.00 and \$75.00 SDACHS dues, and Pennington County shall be \$970.00 and \$75.00 SDACHS dues.

This increase has come because of a shortfall in our NACE dues for 2025 of \$14,490.00. When dues were sent out in November our Association was not aware of the increase in dues at that time and the difference was not collected, so the shortfall is being collected over the next 2 years. Dues are collected based on NACE County Population of Affiliate Membership is why the dues are higher in Minnehaha and Pennington. These current dues were approved by our executive board on September 8, 2025. Dues will be reassessed in 2027. Thank you for your understanding. As always if you have any questions, please reach out to an Executive Board member.

Executive Board Members:

- Joseph Miller – President (Pennington County)
- Cody Green – President Elect (Perkins County)
- Terry Fluit – Past President (Lincoln County)
- John Bey – 1st Vice-President (Lawrence County)
- Jason Fritzsche – Director – 2026 (Beadle County)
- Andrew Muller – Director – 2026 (Moody County)
- Jerry Buum – Director – 2027 (Union County)
- Travis Raap – Director – 2027 (McCook County)
- Jacob Maras – Director – 2028 (Minnehaha County)
- Brad Saltsman – Director – 2028 (Potter County)
- Brian Gustad - Secretary/Treasurer (Brookings County)

Best Regards,

Joseph Miller, President SDACHS

South Dakota Association of County Highway
Superintendents
422 Western Avenue
Brookings, SD 57006 US
6056954371
bgustad@brookingscountysd.gov

Invoice

BILL TO

SHIP TO

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
SDACHS Dues	01/06/2026	\$600.00	02/28/2026	Net 60	

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	2026 NACE Dues		1	525.00	525.00
	2026 SDACHS Dues		1	75.00	75
		BALANCE DUE			\$600.00

Proposal

Page no. 1 of 1

Fence Busters LLC

24547 E View Pl
Hermosa, SD 57744**(605) 431-8585**fencebustersllc@gmail.com
Fence Professional Since 1990

SUBMITTED TO Oglala Lakota Hwy Department - Attn: Lynx Bettelyoun	PHONE - Lynx Cell 605.441.6261	DATE 2/10/26
STREET 906 North River St	Phone - work 605.288.1866	FAX
CITY, STATE and ZIP CODE Hot Springs, SD 57747	email address <u>olchwy@hotmail.com</u>	
ESTIMATOR Clint Janis	JOB SITE ADDRESS New County Yard Fence near Mile marker 114 on south side	

We Propose herby to furnish material and labor - complete in accordance with specifications below for the sum of:

PER CONTRACT DOCUMENTS dollars (\$ 48,386.00).

Payment to be made as follows: Payment due prior to ordering materials on February 26, 2026

The buyer agrees that if the balance is not paid when due, the principal amount shall bear the interest at the rate of 3% per month, and the Buyer shall pay all costs of collection including reasonable attorney's fees.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Submitted
By Clint Janis 605-431-8585

Note: this proposal may be withdrawn
by us if not accepted within **7** days.

We herby submit specifications and estimates for:

MATERIALS ONLY - NO INSTALLATION INCLUDED IN THIS QUOTE

WE WILL PROVIDE AND DELIVER THE FOLLOWING MATERIALS FOR THE NEW COUNTY YARD FENCE. TO BE DELIVERED TO THE NEW COUNTY YARD

THIS IS A 6FT CHAIN LINK FENCE WITH 3 STRANDS OF 2 POINT BARBED WIRE ON TOP, WITH A 7 GA BOTTOM TENSION WIRE - WE CALL IT A 6+1

3050FT OF 6FT TALL 9GAUGE KNUCKLE TWIST CHAN LINK

302 - 2" BY 9FT LONG SS40 GAUGE HEAVY DUTY LINE POSTS WITH 45 DEGREE ANGLED BARB ARMS FOR THE TOP RAIL AND BARBED WIRE

146 STICKS OF 1 5/8" SS20 BY 21FT LONG SWEDGED END TOP RAIL

1 CASE OF 1000 - 2" - 11 GAUGE STEEL TWIST TIES FOR LINE POSTS, 1 CASE OF 1 5/8" 11 GA STEEL TWIST TIES FOR TOP RAIL, 2 TWIST TIE TOOLS

(9) 3" X10FT LONG SS40 CORNER POSTS, (9) 3" X10FT LONG SS40 END POSTS

(2) 40 FT OPENING 6FT TALL WITH 3 STRANDS OF BARBED WIRE ON TOP - DOUBLE SWING GATES - (4) 20FT GATES TOTAL

(4) 10INCH DOUBLE WHEELS FOR GATES TO OPEN AND CLOSE MANUALLY,

(8) 21FT LONG STICKS OF 1 5/8" X SS40 GAUGE PIPE FOR SLIDE GATE TRACK, (24) 2" TRACK BRACKETS, (12) 3' TRACK BRACKETS,

(8) 5" PIPE TRACK WHEELS TO SLIDE GATES ON SLIDE GATE TRACK, (2) ROLLING GATE LATCHES

7 ROLLS OF 2 POINT BARBED WIRE

5LBS OF 9GAUGE ALUMINUM HOG RINGS TO ATTACH BOTTOM TENSION WIRE TO CHAIN LINK, (3) COILS OF 7 GAUGE BOTTOM TENSION WIRE

(18) 3" DOME CAPS, (27) 6FT TENSION BARS, (135) 3" TENSION BANDS, (108) 3" BRACE BANDS, (27) 1 5/8" RAIL ENDS, (250) NUTS AND BOLTS FOR THE TENSION BANDS, AND BRACE BAND/RAIL ENDS

Buyers Right To Cancel

If you decide you do not want the goods or services, you may cancel this agreement by mailing a notice to Fence Busters LLC indicating you do not the goods or services before midnight on the 3rd business day after you sign this agreement. Cancellation after the 3 days will result in 15% of the contract price be retained for costs incurred.

Acceptance of Proposal - The above

prices, specifications and conditions are satisfactory and are herby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above.

Signature _____

Date _____

FINANCIAL REPORT

JANUARY 1, 2025

TO

DECEMBER 31, 2025

BADLANDS CONSERVATION DISTRICT

MARTIN, SOUTH DAKOTA

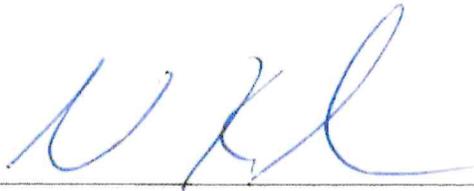
One copy has been provided to each of the following (SDCL 38-3-48):
Division of Resource Conservation & Forestry
County Commissioners
Conservation District Office

Badlands Conservation District

706 W. Bennett Ave, Suite 2
Martin, SD 57551
Phone/FAX – (605)685-1243

February 10, 2026

This is to certify that the 2025 Financial Report was reviewed and approved by a motion of the Board of District Supervisors of the Badlands Conservation District at their regular meeting held on the 10th day of February 2026.



Chairman

Date 2/10/2026

Badlands Conservation District
Profit & Loss
January through December 2025

Jan - Dec 25

Ordinary Income/Expense	
Income	
40. Intergovernmental Revenue	
4000. County Appropriations	3,000.00
Total 40. Intergovernmental Revenue	3,000.00
41. Charges for Goods/Services	
4110. Hand Tree Plants	2,144.50
Total 41. Charges for Goods/Services	2,144.50
45. Other Revenue	
4510. Interest Income	80.84
Total 45. Other Revenue	80.84
Total Income	5,225.34
Expense	
600. Office Expenses	
6001. Utilities Expense	182.89
6002. Postage Expenses	224.00
6005. Insurance/Bond/Liabilities	731.25
Total 600. Office Expenses	1,138.14
602. Employee Expenses	
6020. Employee Wages	2,610.54
6030. Employer Payroll Tax Exp.	222.05
Total 602. Employee Expenses	2,832.59
605. Other Expenses	
6055. Administrative Expense	70.00
Total 605. Other Expenses	70.00
611. Tree Planting Expenses	
6110. Tree Stock Expense	1,138.67
Total 611. Tree Planting Expenses	1,138.67
65. Miscellaneous Expenses	
6550. Depreciation	43.00
Total 65. Miscellaneous Expenses	43.00
Total Expense	5,222.40
Net Ordinary Income	2.94
Net Income	<u>2.94</u>

Badlands Conservation District
Balance Sheet
 As of December 31, 2025

Dec 31, 25

ASSETS	
Current Assets	
Checking/Savings	
1000 · First National Bank	9,787.34
1004 · Certificates of Deposit	
1004.2 · Certificate of Deposit - 2	1,199.93
Total 1004 · Certificates of Deposit	1,199.93
Total Checking/Savings	10,987.27
Accounts Receivable	
1200 · Accounts Receivable	393.00
Total Accounts Receivable	393.00
Other Current Assets	
1499 · 1001 Undeposited Funds	15.19
Total Other Current Assets	15.19
Total Current Assets	11,395.46
Fixed Assets	
160 · Fixed Assets	
1650 · Machinery	
1650.1 · Crust Buster Drill	
1650.1 Original Cost	1,806.00
1750.1 Accumulated Depreciation	-1,646.00
Total 1650.1 · Crust Buster Drill	160.00
1650.2 · Spot Sprayer	
1650.2 Original Cost	992.00
1750.2 Accumulated Depreciation	-898.00
Total 1650.2 · Spot Sprayer	94.00
1650.4 · Range InterSeeder	
1650.4 Original Cost	344.00
1750.4 Accumulated Depreciation	-313.00
Total 1650.4 · Range InterSeeder	31.00
1650.5 · Nesbitt Drill	
1650.5 Original Cost	270.00
1750.5 Accumulated Depreciation	-247.00
Total 1650.5 · Nesbitt Drill	23.00
1650.6 · Tree Planter	
1650.6 Original Cost	270.00
1750.6 Accumulated Depreciation	-245.00
Total 1650.6 · Tree Planter	25.00
1650.7 · Fabric Machine	
1650.7 Original Cost	900.00
1750.7 Accumulated Depreciation	-593.00
Total 1650.7 · Fabric Machine	307.00
Total 1650 · Machinery	640.00
Total 160 · Fixed Assets	640.00
Total Fixed Assets	640.00
TOTAL ASSETS	12,035.46

10:28 AM
01/21/26
Accrual Basis

Badlands Conservation District
Balance Sheet
As of December 31, 2025

Dec 31, 25

LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	2,924.91
Total Accounts Payable	2,924.91
Other Current Liabilities	
2000 · Accounts Payable	
2100 · Sales Tax Payable	3.83
Total 2000 · Accounts Payable	3.83
Total Other Current Liabilities	3.83
Total Current Liabilities	2,928.74
Total Liabilities	2,928.74
Equity	
3000 · Opening Bal Equity	27,197.73
3900 · Retained Earnings	-18,093.95
Net Income	2.94
Total Equity	9,106.72
TOTAL LIABILITIES & EQUITY	12,035.46



Auditor Office <aud@frcounty.org>

OL Meeting

1 message

Teresa Pullen <Teresa.Pullen@frcounty.org>

To: Arrow Bettelyoun <auditor.assistant@olcounty.org>

Sun, Feb 1, 2026 at 10:48 AM

Please put me on the next OL commissioners agenda to talk about previous payment plan for parcel # 41000-04041-22330 owned by Richard Loafer (deceased). Travis Loafer - would like to have the payment plan he entered into reinstated. I will be the one to present the request.

Teresa Pullen

Treasurer for Fall River & Oglala Lakota County

906 N River St.

Hot Springs SD 57747

Phone: 605-745-5145

Fax: 605-745-3530

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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.

ARTICLE III – DEFINITIONS

In the interpretation of this Agreement the following definitions shall apply unless the context requires another interpretation:

1. Acts --“Acts” shall mean such Acts of the State of South Dakota, pursuant to which this Contract is executed, as the same may be amended from time to time.
2. Administrator -- “Administrator” shall mean the South Dakota Public Assurance Alliance.
3. Agreement --“Agreement” shall mean this Intergovernmental Contract for the South Dakota Public Assurance Alliance and all of the counterparts subsequently executed
4. Alliance --“Alliance” shall be the sum of all the contracts or contractual obligations of the Members.
5. Annual Operating Contribution --“Annual Operating Contribution” shall mean those amounts necessary to fund the expenses of the Alliance.
6. Basis Rate --“Basis Rate” shall mean that amount annually promulgated by the Administrator deemed necessary to provide the Scope of Coverage afforded to a Member for the period of one year corresponding to the Risk Sharing Certificate effective date with due consideration to the Member’s individual characteristics.
7. Board --“Board” shall mean the Board of Directors of the South Dakota Public Assurance Alliance.
8. Casualty Coverage --“Casualty Coverage” shall mean the coverage afforded a Member for Casualty Risk, pursuant to the Member’s Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.
9. Casualty Risk --“Casualty Risk” shall mean General Liability, Government Officials Liability, Law Enforcement Liability, Automobile Liability and other similar coverages usual to a Governmental Authority.
10. Claims Administrator --“Claims Administrator” shall mean any entity with whom the Administrator enters a contract for claims services.
11. Contract(s) --“Contract(s)” shall mean this Agreement and all of its counterparts.
12. Governmental Authority --“Governmental Authority” shall mean a public agency or any joint power agreement or separate entities consisting entirely of public agencies as defined in the Act.
13. Limits of Coverage --“Limits of Coverage” shall mean the limits of coverage established by any applicable coverage document, the Risk Sharing Certificate, and any other document or agreement that establishes and controls limits of various coverages provided to the Member.
14. Member --“Member” shall mean a Governmental Authority participating in the South Dakota Public Assurance Alliance by executing this Agreement.
15. Member’s Contribution --“Member’s Contribution” shall mean all amounts paid by Members and allocated to the Operating Fund.

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

Member's governing body of all revenues and expenditures for any fiscal year of the Member requested by the Administrator.

4. To provide representatives of the Administrator access to all records, including financial records and/or properties of the Member, provided the Administrator determines the information or access is necessary.
5. To cooperate with the Administrator and any employee, officer or independent contractor relating to the purpose and powers of the Alliance.
6. To allow attorneys and others employed by the Administrator to represent the Member in investigation, settlement, and all levels of litigation arising out of any claim made against the Member within the Scope of Coverage furnished by the Alliance.
7. To pay when due all annual contributions or other contributions, due or required, pursuant to this Agreement.

ARTICLE V – BOARD OF DIRECTORS

1. Administration of the Contract(s). The administration of this Contract(s) and management of the Alliance shall be governed by a Board of Directors of eleven (11) members comprised of six (6) municipal representatives, three (3) county representatives and the Executive Directors of the South Dakota Municipal League and the South Dakota Association of County Commissioners.
2. Qualifications of Members of the Board. Members of the Board shall be either:
 - a. Elected officials of an Alliance Member provided the governing board of the Member in question has supported their appointment or candidacy by Resolution; or
 - b. Representatives, employees or appointed officials of an Alliance Member provided the governing board of the Member in question has supported their appointment or candidacy by Resolution; or
 - c. No Member may support the appointment or candidacy of more than one person to the Board in any given year. If such person is later unable to assume office as a member of the Board for any reason, then this prohibition shall not apply.
 - d. At no time shall any Member be allowed more than one representative on the Board of Directors.
 - e. The Executive Directors of the South Dakota Municipal League and the South Dakota Association of County Commissioners are qualified by the nature of their respective positions and shall remain standing members of the Board.
3. If a Board member initially appointed or elected to the Board based on their status as an elected or appointed official, or employee of a Member leaves office or employment with that Member during their term, they may continue to serve and complete their current term unless and until they resign, are removed pursuant to the terms and conditions of this Article, or until such time as the Member which initially sponsored their appointment or candidacy revokes their resolution of support in writing. Such revocation must be in writing or by electronic communication and in the form of a resolution of revocation. It must be provided to the Chair and Vice-Chair by the sponsoring Member. Such revocation shall create a vacancy to be filled pursuant to the provisions of Article V, Paragraph 5.

This provision shall not supersede Article V, Paragraph 2 (d).

4. A Board member initially appointed or elected to the Board based on their status as a representative of a Member may serve unless and until they resign, are removed pursuant to the terms and conditions of this Article, or until such time as the Member which initially sponsored their appointment or candidacy revokes their resolution of support in writing. Such revocation must be in writing or by electronic communication by and in the form of a resolution of revocation. It must be provided to the Chair and Vice-Chair by the sponsoring Member. Such written revocation shall create a vacancy to be filled pursuant to the provisions of Article V, Paragraph 5.

This provision shall not supersede Article V, Paragraph 2 (d).

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:

1. Administer the Alliance, receive Member's Contributions (contracted obligations) to the Alliance, and settle and pay claims and losses on behalf of its Members;
2. Make and enter into contracts to conduct and operate the Alliance;
3. Employ employees and agents on behalf of the undersigned;
4. Incur liabilities and charges against the common funds of the Alliance, but no charge, liability or obligation so incurred shall be the charge, liability or obligation of any individual party to this Agreement;
5. Sue or be sued in the Member's name or collective names, and defend such claims;
6. Acquire, or dispose of real and/or personal property;
7. Advise Members on loss control guidelines and procedures, and provide Members with risk management services, loss control, and risk reduction information;
8. Purchase for the Members reinsurance and/or excess insurance and/or enter into such excess risk sharing pools as may be available and deemed desirable for the protection of the Members and/or the Alliance itself;
9. Invest, on behalf of the Members, Alliance funds in securities and investments in a prudent and lawful manner;
10. Promulgate procedures and regulations for the general administration of this Contract(s);
11. Take such action as is necessary to terminate the participation/contract of any Member that fails to comply with the reasonable requirements of the Administrator concerning contractual obligations;
12. Provide surety and/or fidelity bonds, as may be available, for members of the Board, and all persons charged with the custody or investment of Alliance monies.

ARTICLE VII – LIABILITY OF THE BOARD OF DIRECTORS, ADMINISTRATOR, OR EMPLOYEES

The members of the Board of Directors, the Administrator, its directors, officers, and employees shall:

1. Use reasonable and ordinary care in the exercise of their duties hereunder;
2. Be afforded all of the privileges and immunities that may attach under any applicable law;
3. Not be liable for, and be held harmless and defended by the undersigned and from Alliance funds, for any act of negligence, any mistake of judgment or any other action made, taken or omitted in good faith;
4. Not be liable for any loss incurred through investment of funds or failure to invest such funds.

The Administrator may purchase, subject to availability and cost, insurance providing coverage for the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees.

The undersigned shall and the funds of the Alliance shall be used to hold harmless and defend the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees for any act or omission taken or omitted in good faith by the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees. The hold harmless and indemnity provisions of the undersigned shall be joint and several with all signatories to this Contract; provided, however, this obligation shall be considered an expense of the Alliance and in no event shall any individual signator be liable for more than its pro rata annual contribution herein 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. Nothing contained herein shall be construed as to require the undersigned to hold harmless or defend any party from any act done in bad faith or any breach of a fiduciary duty.

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 will continue to service all claims which have been reported to the Alliance during the withdrawing Member's period of participation. Payment of all claims so serviced by the Alliance for the withdrawing Member shall be made by the Alliance.

2. The Alliance may, by a two thirds (2/3) majority of the Board and by providing a Member sixty (60) days prior written notice, cancel that Member's participation in the Alliance and terminate its Intergovernmental Contract effective at the end of any Risk Sharing Certificate year. Thereafter, it shall be the responsibility of the Alliance to defend, settle, and pay claims within the scope and limits set forth in the cancelled Member's Risk Sharing Certificate in effect on the date of the occurrence out of which such claim arose. This provision shall apply solely to claims which occurred during a Member's participation and evidenced by the Member's Risk Sharing Certificate. The cancelled Member shall have the right, prior to the actual date of cancellation, to withdraw from the Alliance by giving notice of such withdrawal. Electing to so withdraw, the Member shall be subject to the provisions of paragraph one (1) of this Article.
3. Any Member failing to make payments when due as required by this Agreement shall be terminated from the Alliance effective on the date the payment was due and upon that effective date of termination all coverages and benefits hereunder shall cease. All known and unknown claims and claims expenses thereafter shall become the sole responsibility of the terminated Member without regard to whether a claim occurred or was reported prior to the termination of the Member's participation in the Alliance. At the request of the terminated Member, the Alliance will continue to service all claims which have been reported to the Alliance during the terminated Member's period of participation so long as the terminated Member shall promptly reimburse the Alliance for all claims the terminated Member and the Alliance shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph. If the Member shall subsequently submit its payment, the Administrator may, in its discretion, reinstate such membership.
4. Any Member who elects to withdraw pursuant to Paragraph 1 of this Article is prohibited from rejoining the Alliance for a period of two years.

ARTICLE X – SCOPE OF RISK SHARING PROTECTION

1. The Alliance provides risk sharing protection to each Member and will make or secure payment on behalf of each Member under criteria and procedures established for the payment of claims as provided in the Member's Risk Sharing Certificate. As long as a Member continues to renew its annual Risk Sharing Certificate, any claim that occurred during the period the Risk Sharing Certificate is in effect shall be considered for payment as provided in the Member's Risk Sharing Certificate.
2. The Alliance may obtain excess insurance, reinsurance, or join in excess risk sharing pools.
3. In the event that a claim or series of claims exceeds the amount of the risk sharing protection provided by the Member's Risk Sharing Certificate, or in the event that a claim or a series of claims should exhaust the Operating Fund and any reinsurance, then payment of valid claims shall be the sole and separate obligation of the individual Member or Members against whom the claim was made and perfected by litigation or settlement.
4. A Member may purchase, in its sole discretion, any insurance coverage in addition to those amounts purchased by the Alliance.
5. The Board may make changes in the Scope of Coverage, the amount of risk sharing protection or risk sharing retention by the Alliance upon consideration of the needs and requirements of Members, loss experience, and/or the kind and amounts of reinsurance or other excess coverage available. Where the Board takes such action, immediate notice after taking of such action shall be sent to all Members or their representatives.

ARTICLE XI – TERMINATION

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

SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

Name of Entity: Oglala Lakota County

By: _____

By:  _____

PRINT NAME: Allyssa Comer

TITLE: Executive Director

TITLE: Chairwoman

ADMINISTRATOR ON BEHALF OF ALL OTHER CURRENT AND FUTURE SIGNATORIES

County													
Parcel Number	Deedholder	Legal Description	Reason	Year	Full & True			Fixed Values			Tax District	NA Factor	AG Factor
					Ag	NA	O/O	Ag	NA	O/O			
80000-00000-009-99	REITZ, BERNARD & CAROL	MOBILE HOME ON LEASED SITE: 1988 F	Missed Sale to Exempt Entity	2022 Pay 2023			\$ 21,840		\$ -		2	1.000	0.85
				2023 Pay 2024			\$ 21,840		\$ -		2	1.000	0.85
				2024 Pay 2025		\$ 21,370		\$ -		2	1.000	0.85	
				2025 Pay 2026		\$ 22,290		\$ -		2	1.000	0.85	
13000-03645-052-00	KELLY, BENJAMIN	N1/2SW1/4SE1/4NW1/4, SEC 5, TWP 36,	Missed Tax reduction program	2023 Pay 2024			\$ 86,500		\$ -		1	1.000	0.85
09000-03641-304-20	Native American Mission Fund Mi	SE1/4NW1/4 LYING S & E OF US HWY 11	Filed for tax exempt not updated in system	2023 Pay 2024		\$ 489,220		\$ -		1	1.000	0.85	
				2024 Pay 2025		\$ 483,840		\$ -					
				2025 Pay 2026		\$ 473,090		\$ -					
26000-03842-302-20	TREATY TOTAL IMMERSION EC	LOT 1, LOT 2, SEC 30, TWP 38, RG 42 (8	Filed for tax exempt not updated in system	2023 Pay 2024		\$ 149,290		\$ 74,645		1	1.000	0.85	
				2024 Pay 2025		\$ 151,440		\$ 75,720					
22000-03746-104-40	SD DISTRICT COUNCIL OF THE	S1/2SE1/4, WHICH INCLUDES LOT 1 OF	Filed for tax exempt not updated in system	2023 pay 2024		\$ 37,060		\$ -		1	1.000	0.85	
				2024 Pay 2025		\$ 39,230		\$ -					
90000-02016-000-20	SWEENEY, KIRBY	MOBILE HOME ON LEASED SITE: 2016 C	MH moved out of county late 2023	2025 Pay 2026		\$ 91,820		\$ -			1.000	0.85	

Ganje, Sue

From: Joe Falkenburg <joe@falkenburg@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: Hollie Hennies <Hollie@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 [1-25-1.3](#) 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.**

Source: [SL 2025, ch 7](#), § 2.

Thank you!

Holli Hennies

Deputy Director

South Dakota Association of County Commissioners

South Dakota Association of County Officials

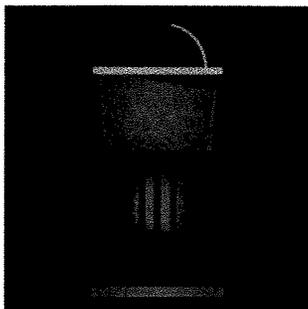
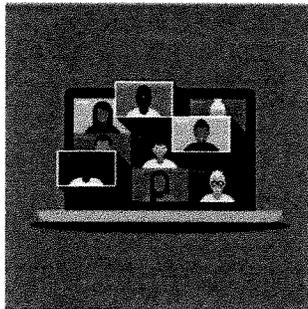
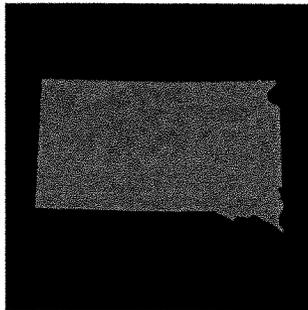
211 E. Prospect Avenue

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 1-25-1.1 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 1-25-1.1 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.