

MINNEHAHA COUNTY BOARD OF COMMISSIONERS
Regular Meeting Agenda
County Administration Building, 3rd Floor Commission Chambers
415 N. Dakota Avenue, Sioux Falls, South Dakota 57104

Dean Karsky, Chair
Jen Bleyenber, Vice-Chair

Gerald Beninga, Commissioner
Cole Heisey, Commissioner
Joe Kippley, Commissioner

Tuesday, November 25, 2025 9:00 AM

Call to Order

Pledge of Allegiance

ROUTINE BUSINESS:

- 1) Consider Motion to Approve Agenda

CONSENT AGENDA:

The Consent Agenda is used to act on routine items by one motion and vote of the Board of Commissioners. Items may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a Board member; such items will be moved to the bottom of the agenda preceding the Liaison report.

The consent agenda contains the following items:

- 2) Approve the Commission Meeting Minutes for November 18, 2025
- 3) Bills to be Paid \$2,552,857.51
- 4) Reports
 - a) Coroner Report for October 2025
 - b) Sioux Falls Area Humane Society Service Report for October 2025
 - c) Auditor's Account with the County Treasurer for October 2025
- 5) Personnel Actions
 - a) Memorandum of Personnel Actions for Approval and Notice
- 6) Abatement Applications for Approval
 - Parcel-46932, Veteran Exempt PT10-4-40, 2021 Property Taxes, \$174.36
 - Parcel-46932, Veteran Exempt PT10-4-40, 2022 Property Taxes, \$2,164.34
 - Parcel-46932, Veteran Exempt PT10-4-40, 2023 Property Taxes, \$2,041.60
 - Parcel-46932, Veteran Exempt PT10-4-40, 2024 Property Taxes, \$1,965.62
 - Parcel-68938, Veteran Exempt PT10-4-40, 2024 Property Taxes, \$166.49
- 7) Notices and Requests
 - a) DANR Notice of Surface Water Discharge Permits for Three (3) Separate Entities
 - b) DANR Notice of Proposed Reissuance of General Water Pollution Control Permits for Concentrated Animal Feeding Operations

REGULAR BUSINESS:

- 8) Public Hearing to Consider a Liquor License Renewal Application for MJC Holdings LLC d/b/a Chasers Food & Spirits due to a Liquor License Compliance Check Violation by the Applicant in the Current License Year - Kym Christiansen, Commission Recorder
- 9) Consider a Motion to Adopt a Resolution to Replace and Update the Building Permit Valuation/Fee Schedule - Kevin Hoekman, Planner II
- 10) Consider a Motion to Authorize the Chair to Sign the 2026 Mobile Crisis Team Agreement - Tom Greco, Commission Administrative Officer
- 11) Authorize the Chair to Sign Letter of Support for Southeastern Behavioral HealthCare as Part of its Application for the Opioid Settlement Fund Community Grant Program - Tom Greco, Commission Administrative Officer
- 12) Consider a Motion to Authorize the Chair to Sign the 2026 Rural Ambulance Services Quality Assurance Director Agreement - Tom Greco, Commission Administrative Officer
- 13) Consider a Motion to Authorize the Chair to Sign an updated Joint Powers Agreement between Minnehaha County, The South Dakota Department of Transportation, and Lake County for the Reconstruction of County Highway 149 at the Lake County Border - Jacob Maras, Highway Superintendent
- 14) Consider a Motion to Authorize the Chair to Sign a Permanent Easement for Drainage and Utility Purposes between Minnehaha County and LJH Land, LLP for State Project P-PT 0011(145)183-PCN 05V6 - Jacob Maras, Highway Superintendent
- 15) Consider a Motion to Authorize the Chair to Sign a Permanent Easement for Drainage and Utility Purposes between Minnehaha County and Heggen Living Trust for State Project P-PT 0011(145)183-PCN 05V6 - Jacob Maras, Highway Superintendent
- 16) Consider a Motion to Authorize the Chair to Sign a Right-of-Way Purchase Agreement LJH Land, LLLP for State Project P-PT 0011(145)183-PCN 05V6 - Jacob Maras, Highway Superintendent
- 17) Consider a Motion to Authorize Annual Emergency Management Inter-Fund Transfer - Susan Beaman, Finance & Budget Officer
- 18) Consider Motion to Approve a Resolution Authorizing the Minnehaha County Commission Chair to Execute Documents for Closing - Tom Greco, Commission Administrative Officer

OPPORTUNITY FOR PUBLIC COMMENT:

COMMISSIONER LIAISON REPORTS:

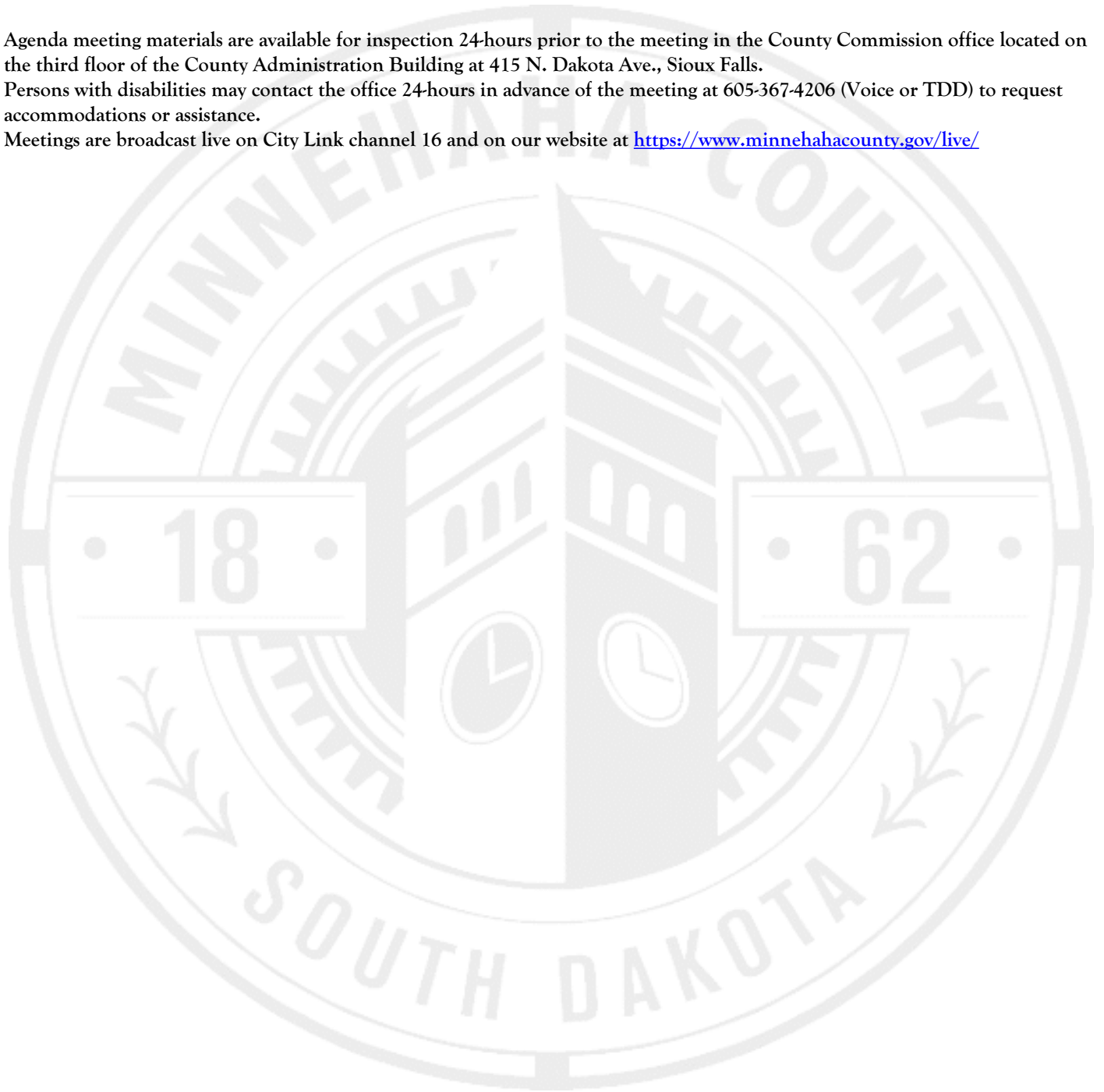
NON-ACTION COMMISSION DISCUSSION:

Executive Session immediately following the Commission meeting for the purpose of SDCL 1-25-2 (1), (3), (4) and (6):

Agenda meeting materials are available for inspection 24-hours prior to the meeting in the County Commission office located on the third floor of the County Administration Building at 415 N. Dakota Ave., Sioux Falls.

Persons with disabilities may contact the office 24-hours in advance of the meeting at 605-367-4206 (Voice or TDD) to request accommodations or assistance.

Meetings are broadcast live on City Link channel 16 and on our website at <https://www.minnehahacounty.gov/live/>



THE MINNEHAHA COUNTY COMMISSION CONVENEED AT 9:00 AM on November 18, 2025, pursuant to adjournment on November 4, 2025. COMMISSIONERS PRESENT WERE: Beninga, Bleyenber, Heisey, Karsky, and Kippley. Also present were Kym Christiansen, Commission Recorder, and Eric Bogue, Chief Civil Deputy State's Attorney.

Chair Karsky called the meeting to order.

MOTION by Heisey, seconded by Kippley, to Approve the Agenda. 5 ayes

CONSENT AGENDA

MOTION by Beninga, seconded by Bleyenber, to Approve the Consent Agenda. By roll call vote: 5 ayes. The consent agenda includes the following items:

Commission Meeting Minutes for November 4, 2025

Bills to be Paid \$5,946,684.30

11TH ST UNDER RAMP 8 Business Travel \$68, 3 GUYS PROPERTIES Welfare Rent \$1400, 3200 RUSSELL LLC Motels \$1590, 3D SPECIALTIES INC Sign Supply Inventory \$104.93, A&B BUSINESS SOLUT Lease-Rental Agreement \$1041.13, A&B BUSINESS SOLUT Maintenance Contracts \$544.92, A&B BUSINESS SOLUT Office Supplies \$99.69, A&B BUSINESS SOLUT Printing/Forms \$97.39, A-1 PUMPING & EXCAVA Automotive/Small Equipment \$270, AARON GEORGE PROPERT Welfare Rent \$1600, AB PROPANE INC Gas Oil & Diesel \$71.76, ABC RENTALS Program Activities \$502, ABN ARMY SURPLUS COR Uniform Allowance \$600, ACCURATE CONTROL INC Safety & Rescue Equipment \$127.29, ACTIVE DATA SYSTEMS Records Storage \$6083.41, ACTIVE911 INC Memberships \$183.75, AIRGAS USA LLC Lease-Rental Agreement \$111.44, AIRWAY SERVICE INC Automotive/Small Equipment \$2072.37, AIRWAY SERVICE INC Gas Oil & Diesel \$710.02, ALCOHOL MONITORING S Electronic Monitoring \$1862.4, ALCOHOL MONITORING S Program Supplies \$2850.7, ALL NATIONS INTERPRE Interpreters \$4654.55, ALOHI * FAXPLUS Telephone \$1829.79, ALPHAGRAPHICS Publishing Fees \$495.06, ALTERATIONS & TAILOR Uniform Allowance \$57.96, AMAZON CAPITAL SERVI Furniture & Office Equipment \$820.07, AMAZON CAPITAL SERVI Jury Fees \$56.89, AMAZON MKTPL*1Q2WW3S Special Projects \$-184.66, AMAZON MKTPL*666WM4S Special Projects \$-75.58, AMAZON MKTPL*NJ8U61A Small Tools & Shop Supplies \$15.59, AMAZON RETA* JV9CL2B Data Processing Equipment \$599.98, AMAZON RETA* NF4U21C Office Supplies \$39.43, AMAZON RETA* NF87V16 Special Projects \$170, AMAZON RETA* NJ4QV82 Janitorial Chemical Supplies \$50.98, AMAZON RETA* NJ81149 Office Supplies \$0, AMAZON RETA* NM7021S Bridge Repair & Maintenance \$15.14, AMAZON RETA* NM9HY8X Data Processing Supplies \$17.56, AMAZON RETA* NU7NG8L Small Tools & Shop Supplies \$90.9, AMAZON RETA* NU9NQ3P Office Supplies \$23.64, AMAZON RETA* NV2Y515 Office Supplies \$10.88, AMAZON RETA* NV9YF75 Automotive/Small Equipment \$34.99, AMAZON.COM Books \$102.75, AMAZON.COM Chemicals \$21.98, AMAZON.COM Child Care Food \$19.92, AMAZON.COM Child Care Items \$424.83, AMAZON.COM Clinics - Auxiliary Services \$1374.79, AMAZON.COM Data Processing Equipment \$1752.43, AMAZON.COM Data Processing Supplies \$1124.28, AMAZON.COM Furniture & Office Equipment \$2390.58, AMAZON.COM Inmate Supplies \$53.95, AMAZON.COM Jail Repairs & Maintenance \$254.39, AMAZON.COM Janitorial Chemical Supplies \$105.56, AMAZON.COM Kitchen/Cleaning Supplies \$81.82, AMAZON.COM Miscellaneous Expense \$23.18, AMAZON.COM Motor/Machine/Equipment Repair \$196.34, AMAZON.COM Office Supplies \$3311.4, AMAZON.COM Other Supplies \$354.2, AMAZON.COM Park & Recreation Material \$519.61, AMAZON.COM Program Activities \$239.53, AMAZON.COM Road Maint & Material \$49.74, AMAZON.COM Safety & Rescue Equipment \$678.57, AMAZON.COM Small Tools & Shop Supplies \$370.92, AMAZON.COM Truck Repairs & Maintenance \$34.5, AMAZON.COM Uniform Allowance \$698.3, AMAZON.COM*GK2D25Y33 Inmate Supplies \$40.47, AMAZON.COM*H742S8003 Park & Recreation Material \$409.99, AMAZON.COM*JT71C2N83 Clinics - Auxiliary Services \$14.17, AMAZON.COM*JT71C2N83 Supplemental Food \$13.72, AMAZON.COM*K40T79S83 Clinics - Auxiliary Services \$197.1, AMAZON.COM*N2AX3PQ1 Office Supplies \$120.3, AMAZON.COM*N2F5M382C2 Child Care Food \$100.45, AMAZON.COM*N2F8FQ66H2 Child Care Food \$81.22, AMAZON.COM*N2F8FQ66H2 Child Care Items \$56.98, AMAZON.COM*N2F8FQ66H2 Office Supplies \$27.97, AMAZON.COM*N2F8V15U71 Kitchen/Cleaning Supplies \$17.9, AMAZON.COM*N2J0650H71 Office Supplies \$28.68, AMAZON.COM*N2J3NZ70C0 Furniture & Office Equipment \$893.97, AMAZON.COM*N2J6122520 Office Supplies \$40.44, AMAZON.COM*N2J62V7D21 Uniform Allowance \$134.79, AMAZON.COM*N2M1NU0NX1 Clinics - Auxiliary Services \$122.92, AMAZON.COM*N2M2JQ5QQ2 Office Supplies

\$296.55, AMAZON.COM*NM6B43Z41 Supplemental Food \$61.4, AMAZON.COM*NM8V53FG2 Furniture & Office Equipment \$749.8, AMAZON.COM*NU2717G50 Office Supplies \$39.69, AMAZON.COM*NU6VV4JI1 Office Supplies \$120.01, AMAZON.COM*NV0209CJ1 Child Care Items \$22.89, AMAZON.COM*NV0209CJ1 Clinics - Auxiliary Services \$3.75, AMAZON.COM*NV02F0U02 Books \$25, AMAZON.COM*NV1PT70G0 Office Supplies \$11.64, AMAZON.COM*NV1R98IA1 Furniture & Office Equipment \$38.87, AMAZON.COM*NV2WW11S2 Clinics - Auxiliary Services \$36.96, AMAZON.COM*NV3K67V90 Child Care Food \$96.29, AMAZON.COM*NV60O88F0 Child Care Items \$6.64, AMAZON.COM*NV7DJ50W2 Child Care Uniforms \$60, AMAZON.COM*NV8GH5HU0 Other Supplies \$11.97, AMAZON.COM*NV9HG4BR2 Office Supplies \$181.34, AMAZON.COM*TE0L301L3 Other Supplies \$46.4, AMAZON.COM*TR9UF9RJ3 Furniture & Office Equipment \$2739.95, AMAZON.COM*VK4L024W3 Child Care Food \$137.02, AMAZON.COM*VK4L024W3 Child Care Items \$17.46, AMAZON.COM*VK4L024W3 Supplemental Food \$10.42, AMAZON.COM*WZ7CA1AE3 Clinics - Auxiliary Services \$14.88, AMBER WHITTINGTON Business Travel \$422.4, AMERICAN AIRLINES, I Business Travel \$592.37, AMERICAN POLYGRAPH A Memberships \$175, AMERICINN Business Travel \$238.01, ANDERSON, JENNIFER Bd Exp Fees (Minnehaha) \$2520.78, ANDERSON, LEAH Business Travel \$346.7, ANGEL, EDWARD P Attorney Fees \$894, APPEARA Program Activities \$113.04, APX CONSTRUCTION GRO Museum-Slate Roof Repair \$136316.93, ARCHITECTURE INC Museum Renovations \$296, ASH LAW OFFICE PLLC Child Defense Attorney \$2506.75, ASSOCIATION OF SOUTH Program Activities \$200, ASURE SOFTWARE Publishing Fees \$898, AVERA HEALTH PLANS I Insurance Admin Fee \$3338.44, AVERA HEART HOSPITAL Safety & Rescue Equipment \$140, AVERA MCKENNAN Hospitals \$2619, AVERA MCKENNAN Physicians \$1746, AVERA MCKENNAN Professional Services \$212.87, BALOUN LAW PC Child Defense Attorney \$2692.5, BALTIC FIRE DEPT Baltic Fire Department \$29741.5, BARRETT-MAYL, CHRIS Uniform Allowance \$102.94, BAUER, SARAH Welfare Rent \$1000, BEADLE WEST Welfare Rent \$700, BELITZ, CLARENCE H Welfare Rent \$1800, BEN DEVLIN Program Activities \$94, BESTBUYMKT8070856082 Special Projects -\$132.29, BJS COUNTRY STORE N Gas Oil & Diesel \$65.15, BOB BARKER COMPANY I Uniform Allowance \$1932.3, BOYD, MICHELLE Business Travel \$48, BRANDON FIRE DEPT Brandon Fire Department \$65710, BRANDON VALLEY JOURN Publishing Fees \$1066.05, BRISTOL COURT LTD PA Welfare Rent \$341, BROOKS TOWNHOMES PTR Welfare Rent \$700, BRYAN, CHRIS Uniform Allowance \$111.75, BUILDERS SUPPLY COMP Hwy Shop Repairs & Maintenance \$549.39, BUILDERS SUPPLY COMP JDC Maintenance \$383.25, CACTUS HILLS Welfare Rent \$420, CAP ENTERPRISES INC Miscellaneous Expense \$10, CARDINAL EXPRESS Gas Oil & Diesel \$33.39, CAREERBUILDER LLC Publishing Fees \$205.79, CARFAX *CARFAX.COM Professional Services \$86.85, CARROLL INSTITUTE Professional Services \$1000, CARS TRUCKS N MORE R Automobiles \$367.74, CASEYS 5213 Automotive/Small Equipment \$24.79, CASEYS GENERAL STORE Gas Oil & Diesel \$38.25, CBS PROPERTIES LLC Welfare Rent \$700, CC82 REDMOND TOWNE P Business Travel \$21.74, CDW GOVERNMENT Maintenance Contracts \$2306.56, CENTURY BUSINESS PRO Lease Principal \$852.94, CENTURY BUSINESS PRO Lease-Rental Agreement \$191.46, CENTURY BUSINESS PRO Maintenance Contracts \$385.59, CENTURYLINK Data Communications \$2090.31, CENTURYLINK Telephone \$13.52, CERTIFIED LANGUAGES Interpreters \$145.2, CHAGOLLA, ALBERT Interpreters \$180, CHARMTEX INC Child Care Items \$488.68, CHARMTEX INC Child Care Uniforms \$339.7, CHASING WILLOWS LTD Welfare Rent \$700, CHUUKESSE NATIVE LANG Interpreters \$160, CINTAS CORPORATION Janitorial Chemical Supplies \$350.97, CINTAS CORPORATION Uniform Allowance \$100.11, CIRCLE K # 46524 Gas Oil & Diesel \$21.58, CITY GLASS & GLAZING Hwy Shop Repairs & Maintenance \$600, CITY OF GARRETSON Natural Gas \$23, CK *SILVERSTAR MINN Automotive/Small Equipment \$34, CKE*HARTFORD STEAK C Chemicals \$120, CLAY COUNTY Board of Prisoners-Housing \$160, COLTON FIRE & RESCUE Colton Fire Department \$29739, COMMON CENTS #125 Gas Oil & Diesel \$56.41, COMPUTER FORENSIC RE Attorney Fees \$1500, COMPUTER FORENSIC RE Child Defense Attorney \$480, CONSTELLATION Natural Gas \$19839.68, COPS PLUS Clinics - Auxiliary Services \$396.4, CORE & MAIN LP Road Material Inventory \$3026, COREMR LC Maintenance Contracts \$960, COSTCO WHOLESALE COR Miscellaneous Expense \$65, COSTCO WHOLESALE COR Office Supplies \$88.84, COURTYARD BY MARRIOT Business Travel \$122.53, CRAFTMASTER HARDWARE Jail Repairs & Maintenance \$381, CROOKS VOLUNTEER FIR Crooks Fire Department \$21498, CULLIGAN WATER Maintenance Contracts \$45, CVENT* 20TH VERSATER Education & Training \$595, DACOTAH PAPER CO Janitorial Chemical Supplies \$86.42, DAISY MAE DESIGN FAI Store Inventory \$345.91, DAKOTA EMBALMING & T Transportation \$13900, DAKOTA LAW FIRM PROF Child Defense Attorney \$768, DAKOTA LETTERING ETC Uniform Allowance \$246.25, DAKOTA SUPPLY GROUP Jail Repairs & Maintenance \$2687.87, DEANS DISTRIBUTING Gas Oil & Diesel \$374.58, DECASTRO LAW OFFICE Attorney Fees \$648, DELL RAPIDS COMMUNIT Ambulance Services \$45000, DELL RAPIDS FIRE DEP Dell Rapids Fire Department \$37465.5, DEN HERDER LAW Attorney Fees \$247.53, DIAMOND MOWERS INC Truck Repairs & Maintenance \$423.2, DUBBE, SCOTT Business Travel \$463.89, DUNAGAN, MELISSA RAE Welfare Rent \$1000, DUST TEX SERVICE INC Janitorial Chemical Supplies \$43.59, DYNAMIC SERVICES LLC Professional Services \$3100, EARTHWORKS ENTERPRIS Contracted Construction \$39685.64, EB *2025 NATIONAL DI Education & Training \$75, EB *2025 SD SHERIFFS Education & Training \$270, EB *25TH ANNUAL COMM Education & Training \$150, EBAY O*07-13622-4500 Small

Tools & Shop Supplies \$109.99, EBAY O*17-13608-6316 Small Tools & Shop Supplies \$153.47, EICH LAW OFFICE LLC Attorney Fees \$6420, ELAVON SRV FEE STATE Special Projects \$0.29, ELECTRIC CONSTRUCTIO Courts Building \$27231.3, ELI SHOW Program Activities \$366.3, ELITE LIMOUSINE LLC Program Activities \$855, EMBLEMS INC Other Supplies \$418, ERIN M JOHNSON PLLC Bd Exp Fees (Minnehaha) \$10068, ERIN M JOHNSON PLLC Crisis Intervention Program \$480, ETTERMAN ENTERPRISES Small Tools & Shop Supplies \$193.29, FACEBK *U95YQ2V2L2 Advertising \$163.48, FASTENAL COMPANY Sign Supply Inventory \$32.22, FASTENAL COMPANY Small Tools & Shop Supplies \$108.86, FEDERAL EXPRESS CORP Postage \$260.74, FEDEX Postage \$42.16, FIRST DAKOTA NATIONA Lease Interest \$134.2, FIRST DAKOTA NATIONA Lease Principal \$3919.82, FIT MY FEET Uniform Allowance \$100, FLEET FARM 5500 Grounds & Parking Repair \$13.98, FLEET FARM 5500 Kitchen/Cleaning Supplies \$82.53, FLEET FARM 5500 Uniform Allowance \$139.98, FODS, RANDY Uniform Allowance \$317.12, FOX, DANIEL Bd Exp Fees (Yankton) \$195.57, FRED THE FIXER INC Building Repairs & Maintenance \$160, G & R CONTROLS INC Heat, Vent & AC Repairs \$3369.8, G & R CONTROLS INC Jail Repairs & Maintenance \$326.35, G & R CONTROLS INC Museum Renovations \$12193, GALLS Safety & Rescue Equipment \$105.7, GAN*1085ARGUSLEADCIR Office Supplies \$43.54, GARRETSON COMMUNITY Ambulance Services \$45000, GARRETSON FIRE DEPT Garretson Fire Department \$32350, GARRETSON GAZETTE Publishing Fees \$1374.84, GIRARD, JENNA Business Travel \$54, GIRTON ADAMS Road Maint & Material \$90, GLORY HOUSE APARTMEN Welfare Rent \$648, GOLDEN WEST Telephone \$168.77, GOODCENTS SUBS - 008 Miscellaneous Expense \$116.97, GRAHAM TIRE CO DOWNT Motor/Machine/Equipment Repair \$40, GRAHAM TIRE CO NORTH Automotive/Small Equipment \$370.66, GRAINGER Hwy Shop Repairs & Maintenance \$282.44, GRAINGER Jail Repairs & Maintenance \$775.9, GRAINGER Small Tools & Shop Supplies \$65.48, GRAYBAR ELECTRIC COM Jail Repairs & Maintenance \$8.45, GRIESE LAW FIRM Attorney Fees \$1917, GRIESE LAW FIRM Child Defense Attorney \$2247.5, GULF OIL 92059251 Extradition & Evidence \$11.49, GULF OIL 92059251 Gas Oil & Diesel \$37.38, GUZMAN, SANDRA V Interpreters \$510, HANSON, MICHAEL W Attorney Fees \$288, HARMS OIL COMPANY Gas Oil & Diesel \$124.17, HARTFORD AREA FIRE & Hartford Fire Department \$53230, HATTERVIG, CLAIR Uniform Allowance \$90.97, HERITAGE HOUSING Welfare Rent \$1000, HIGH POINT NETWORKS Subscriptions \$19886.85, HOFFMAN, DUSTIN Welfare Rent \$775, HOLIDAY STATIONS 043 Gas Oil & Diesel \$29.6, HONERMAN, MARK Uniform Allowance \$59.97, HOUSTON ENGINEERING Architects & Engineers \$8966.65, HUMBOLDT FIRE & AMBU Ambulance Services \$45000, HUMBOLDT FIRE & AMBU Humboldt Fire Department \$26003.5, HURTGEN, PROPERTIES Miscellaneous Expense \$700, HUTCHINSON, LISA H Child Defense Attorney \$2500, HYATT HOTELS Witness Fees/Expenses \$-25.34, HYVEE ACCOUNTS RECEI Insurance-Other Costs \$296, HYVEE ACCOUNTS RECEI Jury Fees \$66.24, HYVEE ACCOUNTS RECEI Pharmacies \$63.56, HYVEE ACCOUNTS RECEI Supplemental Food \$106.55, IAAO Memberships \$255, IN *BARGAIN BYTES IN Professional Services \$39.95, INCLUSION SOLUTIONS Election & Office Equipment \$577, INNOVATIVE OFFICE SO Furniture & Office Equipment \$880.67, INNOVATIVE OFFICE SO HHS Custodial Supplies \$957.94, INNOVATIVE OFFICE SO Janitorial Chemical Supplies \$96.48, INNOVATIVE OFFICE SO JDC Custodial Supplies \$1897.89, INNOVATIVE OFFICE SO Office Supplies \$54.34, INTEGRATED TECHNOLOG Repair/Renovations \$4701.71, INTEK Contract Services \$76148.18, INTERSTATE ALL BATTE Data Processing Supplies \$956.76, INTERSTATE ALL BATTE Furniture & Office Equipment \$136.68, INTERSTATE ALL BATTE Heavy Equip Repairs & Maint \$460.9, INTERSTATE ALL BATTE Truck Repairs & Maintenance \$989.7, INTERSTATE OFFICE PR Office Supplies \$2299.86, ISI LLC Interpreters \$220, JACKS UNIFORMS AND E Uniform Allowance \$261.99, JCL SOLUTIONS Inmate Supplies \$3255, JCL SOLUTIONS Kitchen/Cleaning Supplies \$3953.66, JEO CONSULTING GROUP Architects & Engineers \$6831.25, JIM BORK ENTERPRISES Printing/Forms \$960, JIMSCO INC Welfare Rent \$1000, JOHNSON, KATIE Bd Exp Fees (Minnehaha) \$144, JOHNSON, KATIE Child Defense Attorney \$468, JOURNEY GROUP COMPAN Contracted Construction \$210091.8, JW NIEDERAUER Miscellaneous Expense \$26.97, KARI KARSKY Sign Deposits \$50, KATTERHAGEN, MARK Bd Exp Fees (Yankton) \$20, KAY BURNHAM Abatement Interest \$214.11, KENNEDY, RENEE S Court Reporters \$5455.95, KIBBLE EQUIPMENT LLC Motor/Machine/Equipment Repair \$1689.41, KIBBLE EQUIPMENT LLC Special Projects \$0, KIBBLE EQUIPMENT LLC Truck Repairs & Maintenance \$236.71, KISH, PAUL ERWIN Professional Services \$5500, KNECHT, ANDREW J Attorney Fees \$3492, KNECHT, ANDREW J Child Defense Attorney \$2434.5, KNIFE RIVER Grounds & Parking Repair \$195.3, KOCH HAZARD ARCHITEC Communication Equipment \$142.5, KONE INC Contract Services \$8820, KONE INC Outside Repair \$2058.75, KTA WEB/MOBILE PAYME Extradition & Evidence \$3.62, KURITA AMERICA HOLDI Heat, Vent & AC Repairs \$1116.72, KWIK TRIP, INC Gas Oil & Diesel \$94.9, LACEY RENTALS INC Road Maint & Material \$140, LANGUAGE TESTING INT Recruitment \$63, LANGUAGELINE SOLUTIO Interpreters \$188.2, LANGUAGELINE SOLUTIO Telephone \$1215.97, LARSON, VALERIE Bd Exp Fees (Yankton) \$20, LAUGHLIN LAW LLC Attorney Fees \$2640, LEADS ONLINE LLC Investigators Expenses \$3922, LEANN NIEBUHR Sign Deposits \$50, LEWIS & CLARK BEHAVI Bd Evaluations (Yankton) \$675, LEWIS DRUG #01 Clinics - Auxiliary Services \$483.13, LEXJET CORPORATION Program Activities \$770.5, LICKIDESPLIT CAR CLE Automotive/Small Equipment \$218, LIGHT AND SIREN Heavy Equip Repairs & Maint \$508.98, LIGHT AND SIREN Truck Repairs & Maintenance \$488.83, LINCOLN ELECTRIC WEL Education &

Training \$825, LITTLE CAESARS 3469- Supplemental Food \$300.39, LLOYD COMPANIES INC Communication Equipment \$95449.12, LOPEZ, REBECA Interpreters \$786, LOVING, PHILIP Bd Evaluations (Minnehaha) \$5857.57, LUCKY FEATHER FAIRE Store Inventory \$173.8, LUKE PROPERTIES Welfare Rent \$2250, LYONS VOLUNTEER FIRE Lyons Fire Department \$8709, MAC'S SIOUX FALLS, S Bridge Repair & Maintenance \$32.65, MAC'S SIOUX FALLS, S Construction Safety \$59.98, MADDENS ON GULL LAKE Business Travel \$644.25, MAILCHIMP Advertising \$60, MARAS, JACOB Business Travel \$40, MARBERG, RICHARD Furniture & Office Equipment \$24351, MARRIOTT DOWNTOWN AT Program Activities \$1065.92, MARRIOTT WESTMINSTER Extradition & Evidence \$430.4, MAXWELL FOOD EQUIPME Child Care Items \$62.14, MCGOVERN, MIKE Uniform Allowance \$149.08, MEADOWLAND APARTMENT Welfare Rent \$316, MEGA SAVER (501 N MI Automotive/Small Equipment \$53.92, MENARD INC Automobiles \$17.93, MENARD INC Building Repairs & Maintenance \$59.98, MENARD INC Furniture & Office Equipment \$30.32, MENARD INC HHS Maintenance \$365.44, MENARD INC Janitorial Chemical Supplies \$6.73, MENARD INC Park & Recreation Material \$31.46, MENARD INC Parks/Rec Repair & Maintenance \$85.87, MENARD INC Small Tools & Shop Supplies \$40.08, MENARD INC Uniform Allowance \$100.4, MICHELS COMMUNICATIO Program Activities \$700, MICROFILM IMAGING SY Contract Services \$1405.08, MICROFILM IMAGING SY Lease-Rental Agreement \$645, MICROFILM IMAGING SY Software \$200, MIDAMERICAN ENERGY C Natural Gas \$4499.01, MIDCONTINENT COMMUNI Subscriptions \$648.19, MIDCONTINENT COMMUNI Telephone \$195.39, MIDLAND INC Fairgrounds \$72.95, MIDLAND INC Heat, Vent & AC Repairs \$226.36, MIDLAND INC Jail Repairs & Maintenance \$32.07, MIDSTATES UNIFORM & Miscellaneous Expense \$601.9, MINNEHAHA COMMUNITY Tea-Ellis Range \$60, MINNEHAHA COMMUNITY Water - Sewer \$60, MINNEHAHA COUNTY Investigators Expenses \$270, MINNEHAHA COUNTY Miscellaneous Expense \$221.47, MINNEHAHA COUNTY Postage \$6.17, MOUNTAIN PLAINS MUSM Program Activities \$-40, MURRAY APARTMENTS Welfare Rent \$364, MYRL & ROYS PAVING I Road Maint & Material \$212.39, NAPA AUTO PARTS Automotive/Small Equipment \$33.29, NAPA AUTO PARTS Parts Inventory \$38.4, NAPA AUTO PARTS Small Tools & Shop Supplies \$22.98, NATIONAL ASSOCIATION Memberships \$138.6, NATL ASSOC FOR PUBLI Memberships \$750, NEW CENTURY PRESS Publishing Fees \$1064.85, NGUYEN, LAM Interpreters \$120, NORBERG PAINTS INC Building Repairs & Maintenance \$41.18, NORTH RIDGE APARTMEN Welfare Rent \$1000, NORTHERN TRUCK EQUIP Truck Repairs & Maintenance \$169.8, NOVAK Miscellaneous Expense \$200.85, NOVAK Office Supplies \$61.77, NOVAK Tea-Ellis Range \$97.5, NOVAK Trash Removal \$1405.01, NSPE 888-285-6773 Memberships \$299, NYBERGS ACE HARDWARE Furniture & Office Equipment \$21.14, NYBERGS ACE HARDWARE Other Supplies \$29.97, NYBERGS ACE HARDWARE Small Tools & Shop Supplies \$6.26, NYBERGS ACE HARDWARE Uniform Allowance \$150, OFFICE DEPOT INC Data Processing Supplies \$535.94, OFFICE DEPOT INC Publishing Fees \$47.93, OLSON LAW FIRM PLLC Attorney Fees \$4785.43, OLSON LAW FIRM PLLC Child Defense Attorney \$1161.08, OLSON OIL CO. Automotive/Small Equipment \$33.03, OR PARKS SMITH ROCK Business Travel \$12, ORAN SORENSON Sign Deposits \$50, OREILLY AUTOMOTIVE S Automotive/Small Equipment \$47.81, OSBORN, ROXANE R Court Reporters \$46.15, OWENS, THOMAS DARREL Professional Services \$1500, PANTHER GRAPHICS LLC Publishing Fees \$1426, PARAGON HEALTH & WEL Blood Withdrawal \$6210, PATTISON, BILLY GAIL Program Activities \$250, PB ONLINE POSTAGE Postage \$50, PECHOUS, COREY Uniform Allowance \$49.99, PENBROOKE PLACE APAR Welfare Rent \$650, PEOPLEFACTS Recruitment \$114.51, PETERSON, MARK Welfare Rent \$475, PETERSON, MIKE Education & Training \$150, PETERSON, MIKE Uniform Allowance \$50, PFEIFER IMPLEMENT CO Heavy Equip Repairs & Maint \$345.4, PHARMCHEM INC Testing Supplies \$1374.99, PHILLIPS 66 Gas Oil & Diesel \$192, PHOENIX SUPPLY LLC Child Care Uniforms \$238.5, PHOENIX SUPPLY LLC Inmate Supplies \$2952, PHOENIX SUPPLY LLC Safety & Rescue Equipment \$218.5, POINT GUARD Welfare Rent \$2800, PRAHM CONSTRUCTION I Contracted Construction \$69321, PRAIRIE WYNN PROPERT Welfare Rent \$825, PRICE, THOMAS L Psych Evals \$7200, PROSTAR Welfare Rent \$900, QUALIFIED PRESORT SE Postage \$9566.46, QUALIFIED PRESORT SE Printing/Forms \$266.38, R&L SUPPLY LTD Heat, Vent & AC Repairs \$47.88, R&L SUPPLY LTD Jail Repairs & Maintenance \$410.48, R&L SUPPLY LTD Plumbing & Welding \$217.3, RAC RENTALS, LLC Insurance-Other Costs \$613, RAC RENTALS, LLC Professional Services \$1259, RAC RENTALS, LLC Recruitment \$1180, RAMKOTA HOTEL Business Travel \$1344, RANGER JOES Uniform Allowance \$80.95, RAPID CITY CLUBHOUSE Business Travel \$-560, REDWOOD COURT LTD PA Welfare Rent \$1000, RELIANCE TELEPHONE I Telephone \$1.43, RENNER FIRE RESCUE Renner Fire Department \$19533, RENTOKIL NORTH AMERI Contract Services \$870.65, RES* WHITEHOUSE Program Activities \$154.11, RESOLUTE LAW FIRM IN Child Defense Attorney \$584.7, REYNOLDS LAW LLC Child Defense Attorney \$3039, RILEY ERICKSON Sign Deposits \$50, RISTY, MAXINE J Court Reporters \$945.8, RJ RIES VALLET DRY C Office Supplies \$54.56, ROSELAND HEIGHTS Welfare Rent \$900, ROSEMARIE FITZSIMMON Abatement Interest \$1.47, ROTOROOTER Professional Services \$185, RTI*SWHOTELS CANDLEW Business Travel \$292.38, RUNNING SUPPLY INC Jail Repairs & Maintenance \$792.54, RUNNING SUPPLY INC JDC Maintenance \$21.28, RUNNING SUPPLY INC Parks/Rec Repair & Maintenance \$19.98, SALBERG, AARON DEAN Attorney Fees \$4032, SALBERG, AARON DEAN Child Defense Attorney \$3072, SALEM, KARLA R Bd Evaluations (Minnehaha) \$2035, SANFORD Professional Services \$194.1, SANFORD CLINIC Lab Costs \$787, SANFORD CLINIC Miscellaneous

Expense \$60, SANFORD CLINIC Transportation \$582, SANFORD HEALTH PLAN Insurance Admin Fee \$3990, SCHEELS ALL SPORTS Uniform Allowance \$198, SCHREURS, ANNA Business Travel \$80, SD ASSOC OF COUNTY O Due To Other Governments \$4196, SD HUMAN SERVICES CE Psych Evals \$600, SD STATE BAR Memberships \$9260, SDN COMMUNICATIONS Data Communications \$702, SDN COMMUNICATIONS Telephone \$3938.28, SDPA* SD PARALEGALS Education & Training \$425, SHELL OIL 5744381010 Gas Oil & Diesel \$41.9, SHELL OIL10015067019 Gas Oil & Diesel \$30.07, SHERWIN WILLIAMS Building Repairs & Maintenance \$454.7, SHERWIN WILLIAMS Coliseum \$372.93, SINCLAIR OIL CORP. Gas Oil & Diesel \$10.01, SIOUX EMPIRE SOCIETY Memberships \$375, SIOUX FALLS CITY Contract Services \$388750, SIOUX FALLS CITY Gas Oil & Diesel \$14047.33, SIOUX FALLS CITY HIDTA Grant \$160.15, SIOUX FALLS CITY Miscellaneous Expense \$65326.92, SIOUX FALLS CITY Road Maint & Material \$23.03, SIOUX FALLS CITY Water - Sewer \$1637.83, SIOUX FALLS CITY Welfare Utilities \$381.87, SIOUX FALLS CRANE & Building Repairs & Maintenance \$1360, SIOUX VALLEY ENERGY Electricity \$607.61, SIOUX VALLEY ENERGY Tea-Ellis Range \$106.05, SOCIETYFORHUMANRESOU Memberships \$299, SOUTH DAKOTA EMERGEN Education & Training \$175, SOUTH DAKOTA EMERGEN Memberships \$80, SOUTHEASTERN BEHAVIO Crisis Intervention Program \$5622.05, SOUTHEASTERN BEHAVIO Professional Services \$2387.5, SP MISSOURI STAR QUI Program Activities \$102.96, SP OZOBOT Other Supplies \$50, SP VIDEOTEL DIGITAL Program Activities \$287.16, SPELER INC Professional Services \$274.45, SPENCER KOMMES Business Travel \$86, SPLITROCK FIRE DEPT Split Rock Fire Department \$27196, SPRING HILL LTD PART Welfare Rent \$282, SQ *JIM & RON'S SERV Professional Services \$285, SQ *SAFETY BENEFITS, Safety Committee \$-75, ST FRANCIS HOUSE Motels \$1350, STAN HOUSTON EQUIPME JDC Maintenance \$465, STAN HOUSTON EQUIPME Parks/Rec Repair & Maintenance \$53.96, STATE OF SOUTH DAKOT Amts Held-Daily Scram \$7161, STATE OF SOUTH DAKOT Amts Held-Remote Breath \$1852, STATE OF SOUTH DAKOT Architects & Engineers \$3843.09, STATE OF SOUTH DAKOT Auditing \$64631.4, STATE OF SOUTH DAKOT Child Care Items \$1167.2, STATE OF SOUTH DAKOT Commitment - HSC \$12376.32, STATE OF SOUTH DAKOT Commitment - Redfield \$1080, STATE OF SOUTH DAKOT Contracted Construction \$12954.85, STATE OF SOUTH DAKOT Data Communications \$200, STATE OF SOUTH DAKOT Due To Other Governments \$3528663.03, STATE OF SOUTH DAKOT Education & Training \$35.88, STATE OF SOUTH DAKOT Fingerprint/Tax \$254.54, STATE OF SOUTH DAKOT JDC Maintenance \$160, STATE OF SOUTH DAKOT Lab Costs \$150, STATE OF SOUTH DAKOT Misc Revenue \$24.16, STATE OF SOUTH DAKOT Miscellaneous Expense \$2397.55, STATE OF SOUTH DAKOT Mug Shots \$0.47, STATE OF SOUTH DAKOT Outside Repair \$11.55, STATE OF SOUTH DAKOT Printing/Forms \$2336.65, STATE OF SOUTH DAKOT Property Search Fees \$237.61, STATE OF SOUTH DAKOT Special Projects \$11.82, STATE OF SOUTH DAKOT Store Sales \$170.18, STATE OF SOUTH DAKOT Telephone \$812, STONEYCREEKPEN Welfare Rent \$700, STRANGE FARRELL JOHN Child Defense Attorney \$2083.79, STREICHERS INC Other Supplies \$2240.59, STREICHERS INC Uniform Allowance \$1649.89, SUMMIT FIRE PROTECTI Coliseum \$241.25, SUMMIT FIRE PROTECTI Contract Services \$762.25, SUMMIT FIRE PROTECTI HHS Maintenance \$1892.95, SUMMIT FOOD SERVICE Board Of Prisoners-Meals \$74940.61, SUMMIT FOOD SERVICE Child Care Food \$1676.08, SUMMIT FOOD SERVICE Inmate Supplies \$545.58, SUMMIT FOOD SERVICE School Lunch Program \$5320.51, SUMMIT PROPERTY Welfare Rent \$900, TAFOLLA, MIRANDA RAE Court Reporters \$230.55, TARGETS ONLINE Other Supplies \$267, TCN INC Telephone \$53.59, TECHNOLOGY HEIGHTS A Welfare Rent \$700, THE DAKOTA SCOUT LLC Publishing Fees \$2341.96, THE LODGE AT DEADWOOD Business Travel \$1469.22, THE PRICELINE GROUP Business Travel \$357.48, THE UPS STORE 5010 Postage \$67.67, THOMPSON, PAIGE Bd Evaluations (Minnehaha) \$200, THOMSON REUTERS - WE Amounts Held For Others \$862.16, THOMSON REUTERS - WE Legal Research \$4457.54, THOMSON REUTERS - WE Subscriptions \$342.3, THRIVE COUNSELING Recruitment \$300, TOMACELLI'S TOO Jury Fees \$505.31, TOMACELLI'S TOO Miscellaneous Expense \$74.96, TOWNSQUARE MEDIA INC Lease Interest \$142.92, TOWNSQUARE MEDIA INC Lease Principal \$357.08, TRANSUNION RISK & AL Investigators Expenses \$133.4, TREFZ, ERIN Child Defense Attorney \$154, TREVOR BITTERMAN Uniform Allowance \$194.16, TRI-STATE NURSING Professional Services \$8191.38, TRISTATE EMERGENCY M Memberships \$40, TRITECH SOFTWARE Maintenance Contracts \$4680, TSCHETTER & ADAMS LA Attorney Fees \$9856.66, TURNWELL MENTAL HEAL Professional Services \$3359, TWILIO INC Maintenance Contracts \$90.08, TWO WAY SOLUTIONS IN Communication Equipment Repair \$514.97, TYLER BUSINESS FORMS Printing/Forms \$1023.69, TZADIK SIOUX FALLS I Welfare Rent \$3598, TZADIK SIOUX FALLS P Welfare Rent \$2100, UNITED RENTALS INC Grounds & Parking Repair \$2670.52, UNIVERSITY PARK LEGA Professional Services \$1068.75, US FOODS INC Other Supplies \$36.86, US FOODS INC Professional Services \$2696.18, US POSTAL SERVICE Postage \$1005.55, USA CLEAN BY JON-DON Motor/Machine/Equipment Repair \$408.09, VALLEY SPRINGS VOLUN Valley Springs Fire Department \$17573.5, VER BEEK, KELSEY Child Defense Attorney \$6341.35, VERIZON CONNECT FLEE Subscriptions \$239.25, VERN EIDE MOTORCARS HIDTA Grant \$1200, VIK, DARRELL Program Activities \$900, VITAL CARE LLC WORKF Education & Training \$140, VITAL RECORDS Archive/Preservation Supplies \$667.17, VITAL RECORDS Records Storage \$5834.73, VOLUNTEERS OF AMERIC Welfare Rent \$500, WALMART #3237 S Pharmacies \$757.15, WALL LAKE SANITARY D Water - Sewer \$90, WALMART STORES INC Child

Care Food \$104.29, WALMART STORES INC Child Care Items \$316.3, WALMART STORES INC Clinics - Auxiliary Services \$29.85, WALMART STORES INC Inmate Supplies \$355.96, WALMART STORES INC Miscellaneous Expense \$345.04, WALMART STORES INC Other Supplies \$41.95, WALMART STORES INC Professional Services \$8.92, WALMART STORES INC Program Activities \$480.15, WALMART STORES INC Safety & Rescue Equipment \$99.96, WALMART STORES INC School Lunch Program \$306.36, WALMART STORES INC Supplemental Food \$206.01, WALMART STORES INC Truck Repairs & Maintenance \$43.23, WASTE MANAGEMENT OF Trash Removal \$7555.93, WAYNE TOWNSHIP Wayne Township Fire Department \$9884.5, WESTERN CENTER FOR Program Activities \$17468.67, WHITTIER APARTMENTS Welfare Rent \$700, WILLIAMSBURG LIMITED Welfare Rent \$698, WILLOWS SOUTH Welfare Rent \$2100, WINNER POLICE DEPART Extradition & Evidence \$163.95, WOHLWEND, AARON Business Travel \$54, XCEL ENERGY Electricity \$3611.22, XCEL ENERGY Road Maint & Material \$16.87, XCEL ENERGY INC Welfare Utilities \$1515.73, YANKTON COUNTY Attorney Fees \$465.75, YANKTON COUNTY Return Of Service \$250, YANKTON MEDICAL CLIN Attorney Fees \$515.5, YOGI HOLDINGS INC Motels \$350, YOGI HOLDINGS INC Welfare Rent \$350, ZIMRIDE, INC. Business Travel \$24.43, ZORO TOOLS INC Jail Repairs & Maintenance \$150.99.

The following reports were received and placed on file in the Auditor's Office:

Coroner Report for September 2025
 October 2025 Building Permit Report
 Mobile Crisis Team Statistics for October 2025
 Register of Deeds Statement of Revenue for October 2025
 Accounting Month End Reports for October 2025
 Highway Monthly Construction Updates for November 2025

Routine Personnel Actions

New Hires

1. Tara Palmiotto, variable hour Senior Deputy State's Attorney for the State's Attorney's Office, at \$48.00/hour effective 10/25/25.
2. Natalie Couture, variable hour Safe Home Program Worker for Safe Home, at \$19.20/hour effective 11/3/25.
3. Ryan Fods, Highway Maintenance Team Member for the Highway, at \$26.10/hour (305/2) effective 11/5/25.
4. Stephanie Anderson, Accounting Specialist for the Auditor's Office, at \$26.10/hour (305/2) effective 11/24/25.

Promotions

1. Juan Guerrero and Kaycee Sina, from Correctional Officer to Deputy Sheriff for the Sheriff's Office, at \$34.52/hour (308/3) effective 11/8/25.
2. Benjamin Green, from Correctional Officer to Deputy Sheriff for the Sheriff's Office, at \$34.52/hour (308/3) effective 11/17/25.

Step Increases

1. Corey DeGroot, Corporal for the Jail, at \$37.16/hour (308/5) effective 10/1/25.
2. Kevin Keegan, Corporal for the Jail, at \$40.01/hour (308/8) effective 11/7/25.
3. Melissa Godber, Museum Interpreter for the Museum, at \$25.92/hour (303/6) effective 11/30/25.

4. Patrick Connors, Senior Deputy Public Defender for the Public Defender's Office, at \$4,474.40/biweekly (314/4) effective 11/13/25.
5. Aimee Wiczorek, Senior Deputy Public Defender for the Public Defender's Office, at \$4,474.00/biweekly (314/4) effective 11/13/25.
6. Trista Severson, Paralegal for the Public Defender's Office, at \$34.40/hour (307/5) effective 10/1/25.
7. Spencer Kommes, Deputy Sheriff for the Sheriff's Office, at \$37.16/hour (308/5) effective 11/15/25.

Other Salary Changes

1. To begin Interpreter Specialty Pay for Joshua Franco, Correctional Officer for the Jail, resulting in a rate of \$30.10/hour effective 11/8/25.

Abatement Applications Recommended for Approval by the Director of Equalization:

Parcel-86951, Veteran Exempt PT10-4-40, 2024 Property Taxes, \$495.78
 Parcel-57316, Veteran Exempt PT10-4-40, 2024 Property Taxes, \$494.10
 Parcel-55042, Veteran Exempt PT10-4-40, 2023 Property Taxes, \$173.39
 Parcel-55042, Veteran Exempt PT10-4-40, 2024 Property Taxes, \$1,965.63

BRIEFING

Nathan Skadsen & Aubrey Anderson, 4-H Educators, provided a briefing on South Dakota State University Minnehaha County 4-H Program Update. Discussion followed on the 2025 County Impact Snapshot which highlighted some of the programming and 4-H member accomplishments from the past year.

BUDGET SUPPLEMENT

Upon the request of Daniel Hagggar, State's Attorney, MOTION by Kippley, seconded by Bleyenbergh, to Authorize the State's Attorney to Utilize 2025 Budgeted Personnel Savings in the Amount of \$35,000 for Non-Personnel Related Expenses. By roll call vote: 5 ayes.

RESOLUTION

Upon the request of Katie Dunn, Senior Deputy State's Attorney, MOTION by Kippley, seconded by Heisey, to Authorize the Chair to Sign a Resolution MC25-31 Authorizing the Commencement of a Civil Action. By roll call vote: 5 ayes.

RESOLUTION MINNEHAHA COUNTY 25-31

RESOLUTION AUTHORIZING THE COMMENCEMENT OF A CIVIL ACTION TO FORECLOSE A COUNTY AID LIEN

WHEREAS, Damion Laurelez, the named Defendant in circuit court file 49CRI24-3633, has been provided with court-appointed counsel pursuant to SDCL § 23A-40-6; and

WHEREAS, pursuant to SDCL §23A-40-8, counsel assigned pursuant to SDCL § 23A-40-6 shall be paid by the County where the action is brought for services and for necessary expenses and costs incident to the proceedings; and

WHEREAS, the Minnehaha County Auditor's Office has received and paid claims associated with the

appointment of counsel for Defendant in 49CRI24-3633 in the amount of \$27,186.95; and

WHEREAS, pursuant to SDCL § 23A-40-13, the Minnehaha County Auditor filed with the Minnehaha County Register of Deeds each Statement of Claims Paid as a lien against the named Defendant pursuant to SDCL 23A-40-11; and

WHEREAS, all liens have been recorded against Mr. Laurelez for services rendered by court-appointed counsel in 49CRI24-3633 pursuant to SDCL §23A-40-6 under Lien #118415; and

WHEREAS, Minnehaha County is aware that Ninety Thousand Dollars (\$90,000.00) in bond money posted in 49CRI24-3633 has been ordered to be returned to Mr. Laurelez;

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Minnehaha County, South Dakota, that the Minnehaha County State's Attorney's Office is hereby authorized pursuant to SDCL §23A-40-14 to institute and proceed with a civil action to foreclose on the personal property of Mr. Laurelez; and

BE IT FURTHER RESOLVED that the State's Attorney's Office may continue to foreclose upon and collect any additional and subsequent liens from Defendant's personal property.

Dated this 18th day of November 2025.

Dean Karsky
Chair
Minnehaha County Board of Commissioners
ATTEST: Leah Anderson, Auditor
Kym Christiansen, Deputy Auditor

JOINT POWERS AGREEMENT

Upon the request of Jacob Maras, Highway Superintendent, MOTION by Bleyenbergh, seconded by Beninga, to Authorize the Chair to Sign a Joint Powers Agreement between Minnehaha County and the South Dakota Department of Transportation for the Reconstruction of County Highway 130 and South Dakota Highway 11. By roll call vote: 5 ayes.

BID RESULTS

Jacob Maras, Highway Superintendent, reported on the bid opening for Project MC20-13 Structure 50-237-120 Replacement held on October 29, 2025. The following bids were received: BX Civil & Construction with a total bid of \$497,759.50; Katzer Concrete with a total bid of \$501,166.00; Timmons Construction with a total bid of \$505,360.82; Nolz Dragline and Construction with a total bid of \$506,953.30; Hollaway Bridge and Culvert with a total bid of \$582,794.00; Graves Construction Co, Inc. with a total bid of \$604,960.50; SFC Civil with a total bid of \$608,703.45; and Level Contracting, LLC-SD with a total bid of \$671,500.50. MOTION by Beninga, seconded by Heisey, to Approve Bid Results and Award Recommendation for Project MC20-13 Structure 50-237-120 Replacement and Authorize Chair to Sign an Agreement with BX Civil and Construction pending South Dakota Department of Transportation Concurrence. By roll call vote: 5 ayes.

BRIEFING

Kevin Hoekman, Planner, presented a briefing on the proposed building permit valuation and fee schedule increase. Discussion followed on the previously established fee schedule, how a building permit is calculated, and the proposed changes to the fee structure.

BUDGET SUPPLEMENT BRIEFING

Susan Beaman, Finance & Budget Officer, gave a briefing on the expected and potential budget supplements. Discussion followed on the various departments which may require year-end supplement for the General Fund and the Domestic Abuse Fund.

ELECTED DEPARTMENT HEAD SALARY

Carey Deaver, Human Resources Director, provided a briefing on the draft resolution establishing the 2026 Elected Department Head Annual Salaries. Discussion followed on the two main sections of the resolutions which contains the minimum annual base and maximum salaries for each position as well as the proposed pay rates, effective December 20, 2025, for the county officers whose term began prior to the date of the proposed resolution.

LIEN COMPROMISE

Sandy Kinder, Commission Assistant, gave a briefing on the application for compromise of lien DPNO 67347 in the amount of \$2,682.03, which represents poor relief and legal services. The petitioner is the property owner and not the lienee. The petitioner requested the lien to be removed from the property located at 1002 E 17th Street, Sioux Falls. The lien would remain in the name of the lienee. The petitioner addressed the Commission.

MOTION by Kippley, seconded by Heisey, to Release and Compromise the Lien DPNO 67347 Only In So Far as the Real Property, 1002 E 17th Street, Sioux Falls. By roll call vote: 2 ayes, 3 nays - Beninga, Bleyenbergh, Karsky. Motion fails.

MOTION by Kippley, seconded by Beninga, to Release and Compromise the Lien DPNO 67347 Only In So Far as the Real Property, 1002 E 17th Street, Sioux Falls, with payment of \$600 and Approved Resolution MC25.32. By roll call vote: 4 ayes 1 nay - Heisey.

RESOLUTION MC25-32

WHEREAS, a County Aid Lien in the amount of \$2,682.03, purports to exist in favor of Minnehaha County and against DPNO-67347 as Lienee, and

WHEREAS, said lienee has filed an application with the County Auditor stating such facts as provided for by Law,

NOW, THEREFORE, BE IT RESOLVED that after due consideration of the circumstances the Board of County Commissioners finds it advisable and proper to authorize the Chair of the County Board and the County Auditor to execute the following:

1. Release from DPNO 67347 with payment of \$600.00, the real property legally described as West Half of Lots 7 & 8 in Block 10 of Rowland's Addition to City of Sioux Falls, according to the recorded plat thereof; located at 1002 E 17th Street, Sioux Falls.

If payment is not made within one year of approval, this agreement is null and void

2. Leave DPNO 67347 only in the name of the Lienee in the amount of \$2,082.03

Dated at Sioux Falls, South Dakota, this 18th day of November 2025.

APPROVED BY THE COMMISSION:

Dean Karsky
Chair

ATTEST:
Kym Christiansen
Deputy Auditor

OPPORTUNITY FOR PUBLIC COMMENT

Cathy Brechtelsbauer, Sioux Falls, spoke about information on the property tax statements and assistance programs available.

COMMISSIONER LIAISON REPORTS

Commissioner Bleyenberg reported on the recent meeting of the Minnehaha County Towns and Townships meeting and the events occurring for hunger and homeless awareness week.

Commissioner Beninga reported on the recent meeting of the Campus Master Planning, Juvenile Justice Center, and Public Advocate Office Advisory boards, as well as a meeting with the Jail Warden as well as the Veterans Day Program.

Commissioner Karsky reported on a recent meeting with various stakeholders on property taxes and an upcoming meeting on the Sioux Metro Growth Alliance.

NON-ACTION COMMISSION DISCUSSION

Commissioner Bleyenberg spoke about the affects the increase to the Elderly Property Tax Program will have on various County departments.

MOTION by Heisey, seconded by Beninga, to Enter into Executive Session pursuant to SDCL 1-25-2 (1), (3), (4), and (6) at 10:35 a.m. 5 ayes.

Chair Karsky declared the executive session concluded at 11:18 a.m.

MOTION by Bleyenberg, seconded by Heisey, to Adjourn at 11:19 a.m. 5 ayes.

The Commission adjourned until 9:00 a.m. on Tuesday, November 25, 2025.

APPROVED BY THE COMMISSION:

Dean Karsky
Chair

ATTEST:

Kym Christiansen
Commission Recorder

MINNEHAHA COUNTY LIST OF BILLS FOR 11-25-2025 \$2,552,857.51

| VENDOR NAME | ACCOUNT DESC | AMOUNT |
|----------------------|--------------------------------|---------------|
| 3200 RUSSELL LLC | Welfare Rent | 975.00 |
| A BAR K INC | Motor/Machine/Equipment Repair | 8.22 |
| A TO Z WORLD LANGUAG | Interpreters | 100.00 |
| A TO Z WORLD LANGUAG | Interpreters | 100.00 |
| A&B BUSINESS SOLUT | Office Supplies | 12.62 |
| A&B BUSINESS SOLUT | Maintenance Contracts | 297.16 |
| A&B BUSINESS SOLUT | Lease-Rental Agreement | 124.87 |
| ABI | Repair/Renovations | 6,779.38 |
| ACCREDITATION AUDIT | Subscriptions | 150.00 |
| ADVANCED TECH INC | Telephone | 11,113.58 |
| ADVANCED TECH INC | Telephone | 170.00 |
| AIRWAY SERVICE INC | Automotive/Small Equipment | 28.32 |
| AIRWAY SERVICE INC | Automotive/Small Equipment | 35.18 |
| AIRWAY SERVICE INC | Automotive/Small Equipment | 31.52 |
| AIRWAY SERVICE INC | Automotive/Small Equipment | 28.32 |
| AIRWAY SERVICE INC | Automotive/Small Equipment | 30.28 |
| AIRWAY SERVICE INC | Automotive/Small Equipment | 96.88 |
| AIRWAY SERVICE INC | Gas Oil & Diesel | 69.77 |
| AIRWAY SERVICE INC | Gas Oil & Diesel | 69.94 |
| AIRWAY SERVICE INC | Gas Oil & Diesel | 69.77 |
| AIRWAY SERVICE INC | HIDTA Grant | 71.16 |
| ANDERSON, MICHAEL | Welfare Rent | 700.00 |
| ANDRESEN PROPERTIES | Welfare Rent | 700.00 |
| APPEARA | Program Activities | 87.62 |
| ARCHITECTURE INC | Architect, Engineers, and PMgt | 1,425.71 |
| ASMARA | Welfare Rent | 900.00 |
| AUTOMATIC BUILDING C | Contract Services | 159.00 |
| AUTOMATIC BUILDING C | Contract Services | 255.00 |
| AUTOMATIC BUILDING C | Maintenance Contracts | 1,354.00 |
| AUTOMATIC BUILDING C | HHS Maintenance | 191.84 |
| AUTOMATIC BUILDING C | HHS Maintenance | 342.75 |
| AUTOMATIC BUILDING C | Coliseum | 370.00 |
| AVERA HEALTH PLANS I | Insurance-Other Costs | 3,500.00 |
| AVI SYSTEMS INC | Amounts Held For Others | 1,992.95 |
| BALOUN LAW PC | Child Defense Attorney | 129.60 |
| BALOUN LAW PC | Child Defense Attorney | 86.10 |
| BARGAIN BARN TIRE CT | Automotive/Small Equipment | 25.00 |
| BB RENTALS | Welfare Rent | 1,000.00 |
| BITUMINOUS PAVING IN | Contracted Construction | 46,223.75 |
| BRISTOL COURT LTD PA | Welfare Rent | 2,000.00 |
| C & H PROPERTIES LLC | Welfare Rent | 730.00 |
| CANFIELD BUSINESS IN | Repair/Renovations | 4,140.00 |

| | | |
|----------------------|------------------------------|-----------|
| CANFIELD BUSINESS IN | Repair/Renovations | 884.00 |
| CANFIELD BUSINESS IN | Furniture & Office Equipment | 75,832.03 |
| CENTER FOR FAMILY ME | Professional Services | 990.00 |
| CENTER FOR FAMILY ME | Professional Services | 451.37 |
| CENTURY BUSINESS PRO | Maintenance Contracts | 179.14 |
| CENTURY BUSINESS PRO | Maintenance Contracts | 54.45 |
| CENTURYLINK | Telephone | 53.42 |
| CENTURYLINK | Telephone | 53.42 |
| CENTURYLINK | Telephone | 373.94 |
| CENTURYLINK | Telephone | 35.54 |
| CENTURYLINK | Telephone | 427.36 |
| CENTURYLINK | Telephone | -50.68 |
| CENTURYLINK | Telephone | 53.42 |
| CENTURYLINK | Telephone | 53.42 |
| CENTURYLINK | Telephone | 480.78 |
| CENTURYLINK | Telephone | 48.35 |
| CENTURYLINK LONG DIS | Telephone | 5.63 |
| CERTIFIED LANGUAGES | Interpreters | 275.50 |
| CHAGOLLA, ALBERT | Interpreters | 70.00 |
| CHAKS LLC | Welfare Rent | 1,000.00 |
| CHAKS LLC | Welfare Rent | 600.00 |
| CHAKS LLC | Welfare Rent | 1,500.00 |
| CIVIL DESIGN INC | Architects & Engineers | 7,152.50 |
| CIVIL DESIGN INC | Architects & Engineers | 1,705.00 |
| COMPUTER FORENSIC RE | Professional Services | 4,625.00 |
| COMPUTER FORENSIC RE | Professional Services | 4,250.00 |
| CRANBROOK, KATHERYN | Professional Services | 750.00 |
| CRANBROOK, KATHERYN | Professional Services | 15,000.00 |
| CREATIVE PRODUCT SOU | School Resource Program | 798.56 |
| CREATIVE PRODUCT SOU | School Resource Program | 303.80 |
| CULLIGAN WATER | Jail Repairs & Maintenance | 185.00 |
| DAKOTA EMBALMING & T | Transportation | 175.00 |
| DAKOTA EMBALMING & T | Transportation | 950.00 |
| DAKOTA EMBALMING & T | Transportation | 950.00 |
| DAKOTA FRESH LLC | Store Inventory | 185.28 |
| DAKOTA LAW FIRM PROF | Child Defense Attorney | 864.00 |
| DAKOTA RIDGE | Welfare Rent | 700.00 |
| DAKOTALAND AUTOGLASS | Automotive/Small Equipment | 375.00 |
| DAKOTALAND AUTOGLASS | Automotive/Small Equipment | 570.00 |
| DAWN JENSEN | Misc Revenue | 375.00 |
| DECASTRO LAW OFFICE | Attorney Fees | 21,720.70 |
| DELL MARKETING LP | Maintenance Contracts | 2,392.99 |
| DONELAN, TRAVIS | Business Travel | 41.30 |
| DOOR WORKS LLC | Rural Libraries | 7,392.87 |

| | | |
|----------------------|------------------------------|--------------|
| DOUGLAS DYNAMICS INC | Trucks/Tractors/Trailers | 212,402.00 |
| DOUGLAS DYNAMICS INC | Trucks/Tractors/Trailers | 212,402.00 |
| DUST TEX SERVICE INC | Janitorial Chemical Supplies | 24.63 |
| DUST TEX SERVICE INC | Janitorial Chemical Supplies | 18.96 |
| DYNAMIC SERVICES LLC | Professional Services | 3,100.00 |
| EICH LAW OFFICE LLC | Attorney Fees | 144.00 |
| EICH LAW OFFICE LLC | Attorney Fees | 336.00 |
| FLANAGAN, STEVEN | Attorney Fees | 6,687.50 |
| G & R CONTROLS INC | Jail Repairs & Maintenance | 658.66 |
| G & R CONTROLS INC | Jail Repairs & Maintenance | 167.52 |
| G&H DISTRIBUTING I | Small Tools & Shop Supplies | 142.28 |
| GEOTEK ENGINEERING & | Architects & Engineers | 4,680.00 |
| GILBERT, JANICE | Program Activities | 150.00 |
| GLOBAL TEL LINK (GT | Telephone | 0.66 |
| GLOBAL TEL LINK (GT | Telephone | 0.18 |
| GLOBAL TEL LINK (GT | Telephone | 0.42 |
| GLOBAL TEL LINK (GT | Telephone | 1.50 |
| GLOBAL TEL LINK (GT | Telephone | 1.11 |
| GOEBEL PRINTING INC | Office Supplies | 237.58 |
| GP PSYCHIARTY CONSUL | Psych Evals | 4,800.00 |
| GP PSYCHIARTY CONSUL | Psych Evals | 3,800.00 |
| GRAINGER | Heat, Vent & AC Repairs | 28.32 |
| GRAINGER | Small Tools & Shop Supplies | 169.83 |
| GRAYBAR ELECTRIC COM | Electrical Repairs & Maint | 2,493.30 |
| GRAYBAR ELECTRIC COM | Electrical Repairs & Maint | 166.22 |
| GRAYBAR ELECTRIC COM | Jail Repairs & Maintenance | 181.32 |
| GUZMAN, SANDRA V | Interpreters | 130.00 |
| GUZMAN, SANDRA V | Interpreters | 60.00 |
| GUZMAN, SANDRA V | Interpreters | 30.00 |
| GUZMAN, SANDRA V | Interpreters | 60.00 |
| GUZMAN, SANDRA V | Interpreters | 30.00 |
| H2OSE IT CAR WASH | Truck Repairs & Maintenance | 45.05 |
| HENRY CARLSON CONSTR | Construction Costs | 1,077,530.00 |
| HERITAGE FUNERAL HOM | Burials | 2,500.00 |
| HERITAGE FUNERAL HOM | Burials | 3,500.00 |
| HOLIDAY INN CITY CEN | Witness Fees/Expenses | 230.00 |
| HONERMAN, MARK | Safety Committee | 75.75 |
| HOPF, MELISSA | Business Travel | 79.10 |
| HORIZON PLACE | Miscellaneous Expense | 50.00 |
| IMEG CORP | Architects & Engineers | 4,184.55 |
| INTEK | Contract Services | 3,497.84 |
| INTERSTATE OFFICE PR | Office Supplies | 312.75 |
| IRVING CENTER APARTM | Welfare Rent | 321.00 |
| IS RESTAURANT EQUIP | Jail Repairs & Maintenance | 135.00 |

| | | |
|----------------------|--------------------------------|-----------|
| ISI LLC | Interpreters | 110.00 |
| ISI LLC | Interpreters | 110.00 |
| JEFF LARSEN | Misc Revenue | 300.00 |
| JEFFERSON PARTNERS L | Transportation | 1,057.94 |
| JEFFERSON VILLAGE AP | Welfare Rent | 1,386.00 |
| JOURNEY GROUP COMPAN | Parking | 30,961.85 |
| KENNEDY, RENEE S | Court Reporters | 124.00 |
| KENNEDY, RENEE S | Court Reporters | 105.00 |
| KENNEDY, RENEE S | Court Reporters | 75.35 |
| KNECHT, ANDREW J | Attorney Fees | 888.00 |
| KRUSE LAW OFFICE | Attorney Fees | 3,397.00 |
| KURITA AMERICA HOLDI | Heat, Vent & AC Repairs | 1,242.50 |
| LEVI KESSLER | Program Activities | 150.00 |
| LEWIS DRUGS INC | Pharmacies | 769.12 |
| LG EVERIST INC | Bridge Repair & Maintenance | 462.68 |
| LG EVERIST INC | Bridge Repair & Maintenance | 1,165.34 |
| LOPEZ, REBECA | Interpreters | 30.00 |
| LOPEZ, REBECA | Interpreters | 105.00 |
| LOPEZ, REBECA | Interpreters | 30.00 |
| LUTHER, JEFF | Medical Director | 2,750.00 |
| LUTHERAN SOCIAL SVCS | Education & Training | 1,000.00 |
| MALLOY ELECTRIC | Heat, Vent & AC Repairs | 230.92 |
| MAYER, MICHAEL P | Uniform Allowance | 149.95 |
| MEADOWLAND APARTMENT | Welfare Rent | 624.00 |
| MENARD INC | Program Activities | 72.45 |
| MIDAMERICAN ENERGY C | Welfare Utilities | 418.87 |
| MIDAMERICAN ENERGY C | Welfare Utilities | 184.86 |
| MIDAMERICAN ENERGY C | Natural Gas | 216.53 |
| MIDLAND INC | Jail Repairs & Maintenance | 460.25 |
| MIDLAND INC | Fairgrounds | -97.76 |
| MIDLAND INC | Fairgrounds | 245.56 |
| MIDWAY SERVICE INC | Gas Oil & Diesel | 5,496.61 |
| MIDWAY SERVICE INC | Gas Oil & Diesel | 21,862.53 |
| MOGEN, JOHN | Program Activities | 300.00 |
| MOODY COUNTY SHERIFF | Professional Services | 40.00 |
| MOODY COUNTY SHERIFF | Professional Services | 30.00 |
| NAPA AUTO PARTS | Automotive/Small Equipment | 11.39 |
| NOVAK | Office Supplies | 44.40 |
| NOVAK | Trash Removal | 566.21 |
| NYBERGS ACE HARDWARE | Jail Repairs & Maintenance | 21.96 |
| NYBERGS ACE HARDWARE | HHS Maintenance | 30.38 |
| NYBERGS ACE HARDWARE | Fairgrounds | 12.34 |
| OLSON PAINTING & WAL | Building Repairs & Maintenance | 3,724.50 |
| PEGASUS OF SD | Welfare Rent | 1,000.00 |

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|----------------------|-------------------------|-----------|
| PENNINGTON COUNTY | Extradition & Evidence | 2,961.73 |
| PIONEER ENTERPRISES | Burials | 2,000.00 |
| PIONEER ENTERPRISES | Burials | 2,000.00 |
| POWDERHAUS | Welfare Rent | 900.00 |
| PRAIRIE WYNN PROPERT | Welfare Rent | 700.00 |
| PRECISION KIOSK TECH | Testing Supplies | 1,050.00 |
| PRICE, THOMAS L | Psych Evals | 3,000.00 |
| PRICE, THOMAS L | Psych Evals | 3,000.00 |
| R&L SUPPLY LTD | Heat, Vent & AC Repairs | 137.22 |
| R&L SUPPLY LTD | Heat, Vent & AC Repairs | 5.38 |
| R&L SUPPLY LTD | Heat, Vent & AC Repairs | 185.38 |
| R&L SUPPLY LTD | Heat, Vent & AC Repairs | 257.15 |
| R&L SUPPLY LTD | Plumbing & Welding | 68.85 |
| R&L SUPPLY LTD | HHS Maintenance | 114.02 |
| RAMKOTA HOTEL | Safety Committee | 122.00 |
| RAY KAY LLC | Welfare Rent | 900.00 |
| RED ROCK TOWNSHIP | Miscellaneous Expense | 11,783.48 |
| RED WING OF SIOUX FA | Uniform Allowance | 175.00 |
| RELIANCE TELEPHONE I | Telephone | 1.43 |
| RELIANCE TELEPHONE I | Telephone | 0.50 |
| RELIANCE TELEPHONE I | Telephone | 1.14 |
| RENTOKIL NORTH AMERI | Contract Services | 125.09 |
| RENTOKIL NORTH AMERI | Contract Services | 277.32 |
| RENTOKIL NORTH AMERI | Contract Services | 288.24 |
| RENTOKIL NORTH AMERI | Professional Services | 92.25 |
| RESOLUTE LAW FIRM IN | Child Defense Attorney | 7,165.50 |
| RISK ANALYSIS & MANA | Insurance Admin Fee | 2,990.00 |
| RUNNING SUPPLY INC | JDC Maintenance | 22.43 |
| SANFORD CLINIC | Contract Services | 30,101.46 |
| SANFORD CLINIC | Lab Costs | 496.00 |
| SCHAUNAMAN, KURT | Uniform Allowance | 421.37 |
| SCILAWFORENSICS LTD | Professional Services | 4,200.00 |
| SD STATE BAR | Memberships | 540.00 |
| SD STATE BAR | Memberships | 540.00 |
| SD STATE BAR | Memberships | 540.00 |
| SD STATE BAR | Memberships | 540.00 |
| SD STATE BAR | Memberships | 540.00 |
| SD STATE BAR | Memberships | 540.00 |
| SD STATE BAR | Memberships | 540.00 |
| SD STATE BAR | Memberships | 415.00 |
| SD STATE BAR | Memberships | 415.00 |
| SD STATE BAR | Memberships | 415.00 |
| SD STATE BAR | Memberships | 415.00 |
| SD STATE BAR | Memberships | 415.00 |

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|----------------------|--------------------------------|------------|
| SIOUX FALLS CITY | Electricity | 10,456.38 |
| SIOUX FALLS CITY | Electricity | 54.16 |
| SIOUX FALLS CITY | Electricity | 59.58 |
| SIOUX FALLS CITY | Water - Sewer | 45.96 |
| SIOUX FALLS CITY | Water - Sewer | 95.62 |
| SIOUX FALLS CITY | Water - Sewer | 591.22 |
| SIOUX FALLS CITY | Water - Sewer | 312.55 |
| SIOUX FALLS CITY | Water - Sewer | 355.62 |
| SIOUX FALLS CITY | Water - Sewer | 334.82 |
| SIOUX FALLS CITY | Water - Sewer | 9,902.55 |
| SIOUX FALLS CITY | Water - Sewer | 303.62 |
| SIOUX FALLS CITY | Water - Sewer | 33.11 |
| SIOUX FALLS CITY | Water - Sewer | 366.02 |
| SIOUX FALLS CITY | Water - Sewer | 4,006.02 |
| SIOUX FALLS CITY | Water - Sewer | 54.02 |
| SIOUX FALLS CITY | Water - Sewer | 655.33 |
| SIOUX FALLS CITY | Welfare Utilities | 408.03 |
| SIOUX FALLS CITY | Water - Sewer | 665.90 |
| SIOUX FALLS CITY | Water - Sewer | 59.06 |
| SIOUX FALLS CITY | Water - Sewer | 64.42 |
| SIOUX FALLS CITY | Water - Sewer | 666.55 |
| SIOUX FALLS CITY | Water - Sewer | 115.61 |
| SIOUX FALLS CITY | Electricity | 513.60 |
| SIOUX FALLS CITY | Miscellaneous Expense | 343,853.71 |
| SIOUX FALLS HOUSING | Contract Services | 4,373.60 |
| SIOUX FALLS MINISTRY | Welfare Rent | 348.00 |
| SIOUX VALLEY ENERGY | Electricity | 119.78 |
| SIOUX VALLEY ENERGY | Electricity | 29.10 |
| SIOUX VALLEY ENERGY | Electricity | 117.53 |
| SOUTH DAKOTA MAGAZIN | Store Inventory | 9.50 |
| STATE OF SOUTH DAKOT | Extension Background Checks | 40.00 |
| STATE OF SOUTH DAKOT | Blood/Chemical Analysis | 14,485.00 |
| STATE OF SOUTH DAKOT | Witness Fees/Expenses | 1,800.00 |
| STATE OF SOUTH DAKOT | Professional Services | 100.00 |
| STATE OF SOUTH DAKOT | Professional Services | 50.00 |
| STATE OF SOUTH DAKOT | Outside Repair | 6.30 |
| STATE OF SOUTH DAKOT | Store Inventory | 131.59 |
| STATE OF SOUTH DAKOT | Amts Held-Daily Scram | 3,531.00 |
| STATE OF SOUTH DAKOT | Amts Held-Remote Breath | 966.00 |
| SUMMIT FOOD SERVICE | Child Care Food | 1,074.80 |
| SUMMIT FOOD SERVICE | School Lunch Program | 2,427.85 |
| SURE TEST | Professional Services | 195.00 |
| TAKEFORM | Furniture & Office Equipment | 1,854.47 |
| TARGET | Juvenile Diversion Restitution | 247.96 |

| | | |
|----------------------|--------------------------------|-----------|
| TAUNEY LOCKHART | Misc Revenue | 150.00 |
| TEGRA GROUP INC | Architect, Engineers, and PMgt | 12,500.00 |
| THOMAS & SHERRY MONT | Abatement Interest | 107.17 |
| THOMSON REUTERS - WE | Legal Research | 1,509.00 |
| THOMSON REUTERS - WE | Legal Research | 14.01 |
| TRANE | Small Tools & Shop Supplies | 33.00 |
| TRANSOURCE TRUCK & E | Truck Repairs & Maintenance | 119.15 |
| TRI-STATE NURSING | Professional Services | 4,150.57 |
| TUSCHEN, MICHAEL E | Uniform Allowance | 169.98 |
| TWO WAY SOLUTIONS IN | Communication Equipment Repair | 49.00 |
| TWO WAY SOLUTIONS IN | Communication Equipment | 458.93 |
| TWO WAY SOLUTIONS IN | Communication Equipment | 3,250.00 |
| TWO WAY SOLUTIONS IN | Communication Equipment | 128.99 |
| TYLER TECHNOLOGIES I | Software | 5,850.00 |
| TZADIK SIOUX FALLS I | Welfare Rent | 600.00 |
| TZADIK SIOUX FALLS I | Welfare Rent | 1,000.00 |
| TZADIK SIOUX FALLS I | Welfare Rent | 900.00 |
| TZADIK SIOUX FALLS I | Welfare Rent | 700.00 |
| TZADIK SIOUX FALLS I | Welfare Rent | 500.00 |
| TZADIK SIOUX FALLS P | Welfare Rent | 500.00 |
| UNIVERSITY PARK LEGA | Professional Services | 1,300.00 |
| VALHALLA PAINTING LL | HHS Maintenance | 6,900.00 |
| VERIZON WIRELESS | Telephone | 176.94 |
| VERIZON WIRELESS | Telephone | 69.82 |
| VERIZON WIRELESS | Telephone | 39.73 |
| VERIZON WIRELESS | Telephone | 117.19 |
| VERIZON WIRELESS | Telephone | 39.73 |
| VERIZON WIRELESS | Telephone | 516.66 |
| VERIZON WIRELESS | Telephone | 77.46 |
| VERIZON WIRELESS | Telephone | 39.73 |
| VERIZON WIRELESS | Telephone | 632.73 |
| VERIZON WIRELESS | Telephone | 156.92 |
| VERIZON WIRELESS | Telephone | 5,083.61 |
| VERIZON WIRELESS | Tea-Ellis Range | 40.01 |
| VERIZON WIRELESS | HIDTA Grant | 79.46 |
| VERIZON WIRELESS | Data Processing Equipment | 682.08 |
| VERIZON WIRELESS | Telephone | 820.88 |
| VERIZON WIRELESS | Telephone | 309.46 |
| VERIZON WIRELESS | Administrative Charges | 23.52 |
| VERIZON WIRELESS | Telephone | 39.73 |
| VERIZON WIRELESS | Telephone | 701.42 |
| VERIZON WIRELESS | Telephone | 79.46 |
| VERIZON WIRELESS | Telephone | 25.60 |
| VERIZON WIRELESS | Telephone | 23.60 |

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|----------------------|---------------------------|---------------------|
| VERIZON WIRELESS | Telephone | 39.73 |
| VERIZON WIRELESS | Telephone | 79.46 |
| VERIZON WIRELESS | Data Processing Equipment | 20.02 |
| VERIZON WIRELESS | Telephone | 931.14 |
| VERIZON WIRELESS | Telephone | 999.46 |
| WALTON, MARCUS | Child Defense Attorney | 7,356.60 |
| WHITTIER APARTMENTS | Welfare Rent | 983.00 |
| WILLIAMSBURG LIMITED | Welfare Rent | 430.00 |
| XCEL ENERGY | Electricity | 494.46 |
| XCEL ENERGY | Electricity | 34.84 |
| XCEL ENERGY | Electricity | 1,379.18 |
| XCEL ENERGY | Electricity | 34,291.27 |
| XCEL ENERGY | Electricity | 15,007.57 |
| XCEL ENERGY | Electricity | 1,859.83 |
| XCEL ENERGY | Electricity | 3,394.27 |
| XCEL ENERGY | Electricity | 1,293.45 |
| XCEL ENERGY | Electricity | 121.33 |
| XCEL ENERGY INC | Welfare Utilities | 401.11 |
| XCEL ENERGY INC | Welfare Utilities | 500.00 |
| | | 2,552,857.51 |

Minnehaha County Coroner Monthly Report
October 2025

| | |
|--|-----------|
| Total Number of Autopsies/Exams | MH |
| Homicide | 0 |
| Nonhomicide-autopsy | 6 |
| Nonhomicide-external | 4 |
| | 10 |
| Total Number of ME-A/E | 10 |
| Total Number of ME-nonview | 41 |
| Total Number of DC kickback | 12 |
| Total Number of DC completed | 46 |
| Total Number of consults | 5 |
| Total Number of Cases Reported | 56 |

MH Cases

| # | Age | Race | Sex | Exam | MOD |
|----|-----|------|-----|------|-----|
| 1 | 35 | W | M | A | N |
| 2 | 35 | NA | M | A | S |
| 3 | 66 | W | M | A | N |
| 4 | 51 | W | M | A | A |
| 5 | 51 | W | M | A | N |
| 6 | 38 | W | M | A | A |
| 7 | 80 | W | F | E | S |
| 8 | 37 | NA | F | E | A |
| 9 | 55 | W | M | E | S |
| 10 | 25 | W | M | E | S |

All exams (A/E)

| | | | | | | | |
|--------------|--------------|---------------|--------------|--------------|--------------|---------------|--------------|
| Age: | <1 | 1-18 | 19-30 | 31-50 | 51-70 | >71 | Total |
| | 0 | 0 | 1 | 4 | 4 | 1 | 10 |
| Race: | White | Black | NA | other | Total | | |
| | 8 | 0 | 2 | 0 | 10 | | |
| Sex: | Male | Female | Total | | | | |
| | 8 | 2 | 10 | | | | |
| MOD | N | A | S | H | U | Total | |
| | 3 | 3 | 4 | 0 | 0 | 10 | |

Minnehaha Coroner/ME no-view

| | | | | | | | |
|--------------|--------------|---------------|--------------|--------------|--------------|---------------|--------------|
| Age: | <1 | 1-18 | 19-30 | 31-50 | 51-70 | >71 | Total |
| | 1 | 0 | 0 | 8 | 14 | 18 | 41 |
| Race: | White | Black | NA | other | Total | | |
| | 31 | 0 | 2 | 8 | 41 | | |
| Sex: | Male | Female | Total | | | | |
| | 31 | 10 | 41 | | | | |
| MOD | N | A | S | H | U | Total | |
| | 18 | 22 | 0 | 0 | 1 | 41 | |

Minnehaha County Service Fees October 2025

| Date | Call Type | Action Taken | Comments | Animal ID | RTO? | Case # | After Hours | # | Mileage | Total |
|-----------------------------|------------------|---------------------------|-------------------|--------------------------------------|------|-------------|------------------|-----------|-----------------|------------------|
| | | | | | | | Charge | Miles | Charge | Charge |
| Wednesday, October 1, 2025 | Unconfined Stray | Return to Owner in Field | | N/A | N/A | C0009262352 | \$ - | 0 | \$ - | \$ - |
| Thursday, October 2, 2025 | Confined Stray | Cancelled Enroute | | N/A | N/A | C0009296211 | \$ - | 0 | \$ - | \$ - |
| Sunday, October 5, 2025 | Stray OTC | Animal Impounded | | A0059545582 | No | C0009288649 | \$ - | 0 | \$ - | \$ - |
| Sunday, October 5, 2025 | Confined Stray | Animal Impounded | | A0059546148 | No | C0009268076 | \$ - | 0 | \$ - | \$ - |
| Sunday, October 5, 2025 | Confined Stray | Animal Impounded | | A0059547225 | No | C0009268071 | \$ - | 0 | \$ - | \$ - |
| Monday, October 6, 2025 | Bite | Home Quarantine | | A0059549329 | No | C0009251104 | \$ - | 0 | \$ - | \$ - |
| Tuesday, October 7, 2025 | Confined Stray | Animal Impounded | | A0059557519 | No | C0009253233 | \$ - | 0 | \$ - | \$ - |
| Wednesday, October 8, 2025 | Confined Stray | Animal Impounded | | A0059562977 | No | C0009262298 | \$ - | 0 | \$ - | \$ - |
| Wednesday, October 8, 2025 | Stray OTC | Animal Impounded | | A0059563734 | Yes | C0009266365 | \$ - | 0 | \$ - | \$ - |
| Wednesday, October 8, 2025 | Check Well-Being | No Issues Found | | N/A | N/A | C0009262228 | \$ - | 0 | \$ - | \$ - |
| Thursday, October 9, 2025 | Unconfined Stray | Live Trap | | A059580184, A059586609, A059586615 | No | C0009287553 | \$ - | 0 | \$ - | \$ - |
| Friday, October 10, 2025 | Wildlife | Relocation of Wildlife | | N/A | N/A | C0009296239 | \$ - | 0 | \$ - | \$ - |
| Friday, October 10, 2025 | Injured Stray | Return to Owner in Field | After Hours | N/A | N/A | C0009296288 | \$ 90.00 | 23 | \$ 16.10 | \$ 106.10 |
| Sunday, October 12, 2025 | Confined Stray | Animal Impounded | After Hours | A0059592017 | No | C0009268267 | \$ 90.00 | 37 | \$ 25.90 | \$ 115.90 |
| Monday, October 13, 2025 | Wildlife | Disease Submission | Rabies Submission | A0059593059, A0059593055 | N/A | C0009262141 | \$ 106.00 | 0 | \$ - | \$ 106.00 |
| Monday, October 13, 2025 | Dead Animal | Unable to Locate | | N/A | N/A | C0009262376 | \$ - | 0 | \$ - | \$ - |
| Monday, October 13, 2025 | Stray OTC | Animal Impounded | | A0059596056 | No | C0009265966 | \$ - | 0 | \$ - | \$ - |
| Tuesday, October 14, 2025 | Confined Stray | Animal Impounded | | A0059599211 | No | C0009262165 | \$ - | 0 | \$ - | \$ - |
| Wednesday, October 15, 2025 | Dead Animal | Animal Impounded | | A0059616258 | No | C0009267706 | \$ - | 0 | \$ - | \$ - |
| Thursday, October 16, 2025 | Confined Stray | Animal Impounded | | A0059622235 | No | C0009290203 | \$ - | 0 | \$ - | \$ - |
| Thursday, October 16, 2025 | Stray OTC | Animal Impounded | | A0059625439 | No | C0009268910 | \$ - | 0 | \$ - | \$ - |
| Friday, October 17, 2025 | Stray OTC | Animal Impounded | | A059623163, A0059623164, A0059623183 | No | C0009268878 | \$ - | 0 | \$ - | \$ - |
| Friday, October 17, 2025 | Wildlife | Wildlife Disposal | | A0059630713 | No | C0009281110 | \$ - | 0 | \$ - | \$ - |
| Saturday, October 18, 2025 | Confined Stray | Animal Impounded | | A0059637595 | No | C0009269878 | \$ - | 0 | \$ - | \$ - |
| Monday, October 20, 2025 | Wildlife | Wildlife Disposal | | A0059651902, A0059632120 | N/A | C0009281195 | \$ - | 0 | \$ - | \$ - |
| Wednesday, October 22, 2025 | Stray OTC | Animal Impounded | | A0059654028 | No | C0009275216 | \$ - | 0 | \$ - | \$ - |
| Wednesday, October 22, 2025 | Animal Problem | Report Taken via Phone | | N/A | N/A | C0009287762 | \$ - | 0 | \$ - | \$ - |
| Thursday, October 23, 2025 | Dead Animal | Animal Impounded | | A0059662396 | No | C0009277341 | \$ - | 0 | \$ - | \$ - |
| Thursday, October 23, 2025 | Unconfined Stray | Animal Impounded | | A0059661393 | No | C0009274597 | \$ - | 0 | \$ - | \$ - |
| Thursday, October 23, 2025 | Unconfined Stray | Unable to Locate | | N/A | N/A | C0009287788 | \$ - | 0 | \$ - | \$ - |
| Friday, October 24, 2025 | Unconfined Stray | Animal Impounded | | A0059675561 | No | C0009291015 | \$ - | 0 | \$ - | \$ - |
| Saturday, October 25, 2025 | Stray OTC | Animal Impounded | | A0059690587 | No | C0009288664 | \$ - | 0 | \$ - | \$ - |
| Monday, October 27, 2025 | Unconfined Stray | Animal Impounded | | A0059684347 | No | C0009279049 | \$ - | 0 | \$ - | \$ - |
| Tuesday, October 28, 2025 | Stray OTC | Animal Impounded | | A0059692778 & A0059692783 | No | C0009281028 | \$ - | 0 | \$ - | \$ - |
| Tuesday, October 28, 2025 | Check Well Being | Site Visit - Report Taken | Check Well Being | N/A | N/A | C0009295956 | \$ - | 0 | \$ - | \$ - |
| Thursday, October 30, 2025 | Dead Animal | Animal Impounded | | A0059713880 | No | C0009287400 | \$ - | 0 | \$ - | \$ - |
| | | | | | | | \$ 286.00 | 60 | \$ 42.00 | \$ 328.00 |

| Return to Owner Fees Collected | | | | | | | Total Fees |
|--------------------------------|---------|-------------|-------------|----------|--------|------|------------|
| Date | Address | Animal ID | Case Number | Comments | Charge | | Collected |
| Thursday, October 9, 2025 | | A0059563734 | C009266365 | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | \$ - | \$ - | \$ - |

Monthly Flat Rate Amount \$ 6,250.00

TOTAL AMOUNT Due from Minnehaha County \$ 6,578.00

AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

To the Honorable Board of County Commissioners, Minnehaha County:

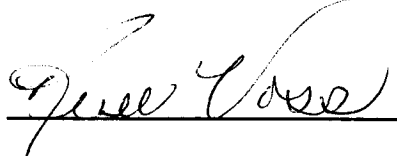
I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County as of October 31, 2025.

TOTAL ON DEPOSIT IN BANKS, IN INTEREST BEARING, OPEN ACCOUNTS:

| | |
|-------------------------------------|--------------------------|
| 1st National Bank | \$ 179,381,706.36 |
| US Bank (Cash with Trustee) | 23,883,793.99 |
| Total C.D. and Money Market Savings | 63,057,117.49 |
| SD Fit - US Treasury T-Bills | 15,453,965.95 |
| Total Actual Cash | 28,080.00 |
| | |
| TOTAL CASH ON HAND | <u>\$ 281,804,663.79</u> |
| | |
| TOTAL MUNIS CASH BALANCE | <u>\$ 281,804,728.38</u> |
| | |
| unreconciled difference | \$ (64.59) |

Total of Checks and Drafts which have been in the
Treasurer's possession over 3 days \$9,450.43

Minnehaha County Auditor


Deputy Auditor

**LISTING of NSF CHECKS
as of October 31, 2025**

| Check Date | Account Holder | NSF Amount |
|------------|----------------------------|--------------------------|
| 03/10/2020 | * Kandi N Havens | 313.93 |
| 01/14/2022 | * Jillian Foudray | 772.51 |
| 02/09/2024 | * Climate Systems | 2567.71 |
| 10/22/2024 | * Valerie Houser | 78.87 |
| 02/13/2025 | * David Gamache | 91.50 |
| 02/27/2025 | * Noah Bollinger | 936.07 |
| 03/11/2025 | * Vern Eide | 10.00 |
| 04/07/2025 | * Daniel Hagen | 1317.09 |
| 05/15/2025 | * Cole Hansen | 69.90 |
| 06/09/2025 | * Amanda Dunlap | 1274.04 |
| 06/16/2025 | * Amber Sauers | 923.95 |
| 06/13/2025 | * Amber Sauers | 292.83 |
| 10/20/2025 | * Kyla Retterath | 939.13 |
| 10/03/2025 | * Paul Hanson (online NSF) | -137.10 |
| | | <u><u>\$9,450.43</u></u> |

Minnehaha County Human Resources

TO: County Commissioners
FROM: Carey Deaver
DATE: November 25, 2025
RE: Personnel Actions

Notice of New Hires and Promotions

New Hires

Promotions

Actions for Commission Approval

Step Increases

1. Jessie Nesseim, Curator of Collections for the Museum, at \$3,280.80/bi-weekly (308/9) effective 10/19/25.
2. Anna Kirchenwitz, Victim Witness Assistant for the State's Attorney's Office, at \$37.05/hour (307/8) effective 11/7/25.
3. Magda Lorena Tamayo Zuluaga, Senior Deputy State's Attorney for the State's Attorney's Office, at \$4,474.40/bi-weekly (314/4) effective 11/28/25.
4. Lynette Kuchta, Human Resources Assistant for Human Resources, at \$27.41/hour (305/3) effective 11/27/25.

Other Salary Changes

Special Personnel Actions

1. To hire Tara Palmiotto as a variable hour attorney in the State's Attorney's Office effective 10/25/25.

Recognition of Employee Anniversaries

Employee Anniversaries

Record of County Volunteers

Volunteers in County Departments



Administration Building, 3rd Floor
415 N. Dakota Avenue, Sioux Falls, SD 57104
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P: (605)367-4337
F: (605)367-4488
minnehahacounty.org



Minnehaha County Human Resources

DATE: November 25, 2025

TO: Minnehaha County Commissioners

FROM: Carey Deaver, Director of Human Resources

RE: To hire Tara Palmiotto as a variable hour attorney in the State's Attorney's Office.

Tara Palmiotto resigned from her position as a Senior Deputy State's Attorney in the State's Attorney's Office effective October 24, 2025. An action appeared on the November 18, 2025, personnel memo to hire Tara as a variable hour Senior Deputy State's Attorney at \$48.00/hour effective October 25, 2025.

This action is being relisted on the November 25, 2025, personnel memo under special actions to reflect that the variable hour hiring is an exception to County policy. Minnehaha County has a policy requiring a 13 week break in service between full-time and part-time/variable hour employment. The policy exists due to requirements relating to offering health insurance. In this case, health insurance was not being elected by Tara and, therefore, was not a factor.

Continuing Tara's employment on a variable hour basis provides additional support for the juvenile and adult crimes division of the State's Attorney's Office, an area which has experienced significant growth. The payroll cost can be absorbed within the existing budget and, therefore, a budget supplement will not be required.

Approval of the action would result in Tara's employment record reflecting a change from Senior Deputy State's Attorney on a full-time basis to a variable hour basis *without a break in service*. However, Tara did not begin working in the variable hour position until mid-November.



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Abatement Number 2025-0354

Abatement Status En route
Parcel ID 46932
Legal Description TABBERTS SUB Lot 19 Block 4 SIOUX HEIGHTS ADDN TO CITY OF SIOUX FALLS 19 BLOCK 4 SIOUX HEIGHTS ADDN TO CITY OF SIOUX FALLS
Property Location 3004 E 17TH ST, SIOUX FALLS
School District SIOUX FALLS SCHOOL DISTRICT #49-5
Applicant [REDACTED]
Refund Payable To [REDACTED]
Reason DOE RECOMMENDS APPROVAL: The taxpayer purchased the home on 11/21/2006 and was issued the 100% Permanent and Total Disabled Veteran evaluation on 11/24/2021. They are requesting an abatement for the \$150,000 exemption for December 2021 taxes payable in 2022.
Levy Year 2021 **Taxable Value** \$130,052.00 **Tax** \$2,052.88 **Abatement Amount** \$174.36 **Interest** **Bill Number** 35877

| Office | Recommendation | Signed By | Entered By | Entered Date |
|-----------------|--------------------|-----------|--------------------|--------------|
| States Attorney | Legally Sufficient | | RYAN, KATHERYN | 11/19/2025 |
| Equalization | Recommend Approval | | LILLA, CHRISTOPHER | 11/13/2025 |

Recommend Approval

Recommend Not Approving

Abatement Number 2025-0355

Abatement Status En route
Parcel ID 46932
Legal Description TABBERTS SUB Lot 19 Block 4 SIOUX HEIGHTS ADDN TO CITY OF SIOUX FALLS 19 BLOCK 4 SIOUX HEIGHTS ADDN TO CITY OF SIOUX FALLS
Property Location 3004 E 17TH ST, SIOUX FALLS
School District SIOUX FALLS SCHOOL DISTRICT #49-5
Applicant [REDACTED]
Refund Payable To [REDACTED]
Reason DOE RECOMMENDS APPROVAL: The taxpayer purchased the home on 11/21/2006 and was issued the 100% Permanent and Total Disabled Veteran evaluation on 11/24/2021. They are requesting an abatement for the \$150,000 exemption for January - December 2022 taxes payable in 2023..

Levy Year 2022 **Taxable Value** \$157,220.00 **Tax** \$2,377.48 **Abatement Amount** \$2,164.34 **Interest** **Bill Number** 35762

| Office | Recommendation | Signed By | Entered By | Entered Date |
|-----------------|--------------------|-----------|--------------------|--------------|
| States Attorney | Legally Sufficient | | RYAN, KATHERYN | 11/19/2025 |
| Equalization | Recommend Approval | | LILLA, CHRISTOPHER | 11/13/2025 |

Recommend Approval

Recommend Not Approving

Abatement Number 2025-0356

Abatement Status En route
Parcel ID 46932
Legal Description TABBERTS SUB Lot 19 Block 4 SIOUX HEIGHTS ADDN TO CITY OF SIOUX FALLS 19 BLOCK 4 SIOUX HEIGHTS ADDN TO CITY OF SIOUX FALLS
Property Location 3004 E 17TH ST, SIOUX FALLS
School District SIOUX FALLS SCHOOL DISTRICT #49-5
Applicant [REDACTED]
Refund Payable To [REDACTED]
Reason DOE RECOMMENDS APPROVAL: The taxpayer purchased the home on 11/21/2006 and was issued the 100% Permanent and Total Disabled Veteran evaluation on 11/24/2021. They are requesting an abatement for the \$150,000 exemption for January - December 2023 taxes payable in 2024.

Levy Year 2023 **Taxable Value** \$165,500.00 **Tax** \$2,371.12 **Abatement Amount** \$2,041.60 **Interest** **Bill Number** 35552

| Office | Recommendation | Signed By | Entered By | Entered Date |
|-----------------|--------------------|-----------|--------------------|--------------|
| States Attorney | Legally Sufficient | | RYAN, KATHERYN | 11/19/2025 |
| Equalization | Recommend Approval | | LILLA, CHRISTOPHER | 11/13/2025 |

Recommend Approval

Recommend Not Approving

Abatement Number 2025-0357

Abatement Status En route
Parcel ID 46932
Legal Description TABBERTS SUB Lot 19 Block 4 SIOUX HEIGHTS ADDN TO CITY OF SIOUX FALLS 19 BLOCK 4 SIOUX HEIGHTS ADDN TO CITY OF SIOUX FALLS
Property Location 3004 E 17TH ST, SIOUX FALLS
School District SIOUX FALLS SCHOOL DISTRICT #49-5
Applicant [REDACTED]
Refund Payable To [REDACTED]
Reason DOE RECOMMENDS APPROVAL: The taxpayer purchased the home on 11/21/2006 and was issued the 100% Permanent and Total Disabled Veteran evaluation on 11/24/2021. They are requesting an abatement for the \$150,000 exemption for January - December 2024 taxes payable in 2025.

Levy Year 2024 **Taxable Value** \$172,800.00 **Tax** \$2,403.82 **Abatement Amount** \$1,965.62 **Interest** **Bill Number** 35507

| Office | Recommendation | Signed By | Entered By | Entered Date |
|-----------------|--------------------|-----------|--------------------|--------------|
| States Attorney | Legally Sufficient | | RYAN, KATHERYN | 11/19/2025 |
| Equalization | Recommend Approval | | LILLA, CHRISTOPHER | 11/13/2025 |

Recommend Approval

Recommend Not Approving

Abatement Number 2025-0358

Abatement Status En route
Parcel ID 68938
Legal Description Lot 6 Block 17 BRADY ESTATES EAST ADDN TO CITY OF SIOUX FALLS 6 BLOCK 17 BRADY ESTATES EAST ADDN TO CITY OF SIOUX FALLS
Property Location 3908 S FLORENCE AVE, SIOUX FALLS
School District SIOUX FALLS SCHOOL DISTRICT #49-5
Applicant [REDACTED]
Refund Payable To [REDACTED]
Reason DOE RECOMMENDS APPROVALThe taxpayer purchased the home on 11/27/2024 and was issued the 100% Permanent and Total Disabled Veteran evaluation on 10/28/2024. They are requesting an abatement for the \$150,000 exemption for December 2024 taxes payable in 2025.
Levy Year 2024 **Taxable Value** \$413,100.00 **Tax** \$5,746.64 **Abatement Amount** \$166.49 **Interest** **Bill Number** 53933

| Office | Recommendation | Signed By | Entered By | Entered Date |
|-----------------|--------------------|-----------|--------------------|--------------|
| States Attorney | Legally Sufficient | | RYAN, KATHERYN | 11/19/2025 |
| Equalization | Recommend Approval | | LILLA, CHRISTOPHER | 11/18/2025 |

Recommend Approval

Recommend Not Approving



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 E CAPITOL AVE
PIERRE SD 57501-3182
danr.sd.gov

November 10th, 2025

Minnehaha County Administration
County Commissioner
415 North Dakota Avenue
Sioux Falls, SD 57104

RE: Surface Water Discharge Permit Public Notice

The following Surface Water Discharge Permit will be available for public comment on November 12th, 2025:

City of Valley Springs
SD0020923

ARSD 74:52:05:13 requires DANR to notify interested parties upon public noticing a Surface Water Discharge permit. This notice is required to assure that the local governmental entities and citizens affected by the permit are given an opportunity to comment on it. Comments on the permit must be postmarked or submitted electronically at <http://danr.sd.gov/public> within 30 days of the publication. Questions regarding the proposed permit or requests for copies of the proposed permit can be directed to the Water Quality Program at the address above or by calling (605) 773-3351. Copies of the proposed permit, public notice, and statement of basis are also available on DANR's website at <http://danr.sd.gov/public>.

If you wish to alter the way you receive notice or waive your right to receive notice for any categories of permits, please contact the department at WaterQuality@state.sd.us or (605) 773-3351.

You can also be notified weekly by email when public notices are added to DANR's public notice page. Subscribe to the service by providing your email address to DANRMail@state.sd.us. Your email address will not be used for any other purposes.

Sincerely,

Aaron Ward
Program Administrator
Water Quality Program
Enclosure

November 12th, 2025

NOTICE OF SURFACE WATER DISCHARGE
APPLICATION AND RECOMMENDATION

The South Dakota Department of Agriculture and Natural Resources (DANR) has received an application for a Surface Water Discharge (SWD) permit from the following applicant:

APPLICANT NAME: **City of Valley Springs**

PERMIT NUMBER: **SD0020923**

FACILITY LOCATION: **West of town in the Northeast ¼ of Section 4, Township 101 North, Range 47 West, in Minnehaha County, South Dakota (Latitude 43.582609°, Longitude -96.479025°).**

MAILING ADDRESS: **PO Box 118**
 Valley Springs, SD 57068-0118

The renewal of the SWD permit will allow the discharge of pollutants from the city of Valley Springs' wastewater treatment facility. This facility's North American Industry Classification System (NAICS) code is 221320 for sewage treatment facilities. Any discharge from this facility will enter Beaver Creek. Beaver Creek has been assigned the following beneficial uses:

- (6) Warmwater marginal fish life propagation waters;
- (8) Limited contact recreation waters;
- (9) Fish and wildlife propagation, recreation, and stock watering waters; and
- (10) Irrigation waters.

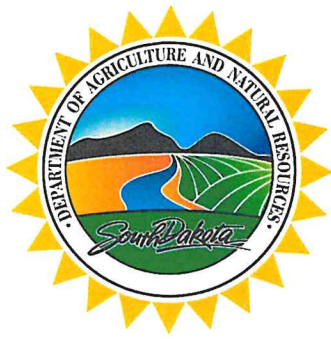
An antidegradation review was conducted in accordance with the Administrative Rules of South Dakota (ARSD) Chapter 74:51:01. Results show an insignificant change in water quality and no further review is required.

Water quality-based effluent limits for ammonia were developed for this discharge to ensure the protection of the beneficial uses of Beaver Creek.

Tentative determinations regarding the water quality limits for any discharge and other conditions have been made by DANR. The SWD permit specifies the quality of water that can be discharged and still protect the uses of the receiving water. The draft discharge permit and supporting documents are available from DANR at the address listed below.

In accordance with the ARSD, Chapter 74:52:05, any person desiring to comment on the Department's recommendation for the conditional issuance of this permit must submit written comments to the below address within the specified thirty (30) day comment period. Comments may be directed to the following address:

South Dakota Department of Agriculture and Natural Resources
Water Quality Program
Joe Foss Building
523 East Capitol
Pierre, SD 57501



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 E CAPITOL AVE
PIERRE SD 57501-3182
danr.sd.gov

November 10th, 2025

Minnehaha County Administration
County Commissioner
415 North Dakota Avenue
Sioux Falls, SD 57104

RE: Surface Water Discharge Permit Public Notice

The following Surface Water Discharge Permit will be available for public comment on November 12th, 2025:

***City of Brandon WTP
SD0028654***

ARSD 74:52:05:13 requires DANR to notify interested parties upon public noticing a Surface Water Discharge permit. This notice is required to assure that the local governmental entities and citizens affected by the permit are given an opportunity to comment on it. Comments on the permit must be postmarked or submitted electronically at <http://danr.sd.gov/public> within 30 days of the publication. Questions regarding the proposed permit or requests for copies of the proposed permit can be directed to the Water Quality Program at the address above or by calling (605) 773-3351. Copies of the proposed permit, public notice, and statement of basis are also available on DANR's website at <http://danr.sd.gov/public>.

If you wish to alter the way you receive notice or waive your right to receive notice for any categories of permits, please contact the department at WaterQuality@state.sd.us or (605) 773-3351.

You can also be notified weekly by email when public notices are added to DANR's public notice page. Subscribe to the service by providing your email address to DANRMail@state.sd.us. Your email address will not be used for any other purposes.

Sincerely,

Aaron Ward
Program Administrator
Water Quality Program
Enclosure

November 12th, 2025

NOTICE OF SURFACE WATER DISCHARGE
APPLICATION AND RECOMMENDATION

The South Dakota Department of Agriculture and Natural Resources (DANR) has received a request for the modification of a Surface Water Discharge (SWD) permit from the following applicant:

APPLICANT NAME: City of Brandon Water Treatment Plant

PERMIT NUMBER: SD0028654

FACILITY LOCATION: Located in the southern part of the city in the Northwest ¼ of Section 3, Township 101 North, Range 48 West, in Minnehaha County, South Dakota (Latitude 43.583888°, Longitude -96.583278°).

MAILING ADDRESS: PO Box 95
Brandon, SD 57005

The SWD permit specifies the quality of water that can be discharged and still protect the uses of the receiving water. The modification of the SWD permit will allow instream mixing to calculate the effluent limit for 30-day average conductivity during the irrigation season of April 1 to October 31, increasing the effluent limit from 2,500 umhos/cm to 4,375 umhos/cm. In accordance with the Administrative Rules of South Dakota (ARSD) Section 74:52:04:03, only the conditions subject to modification are reopened.

The draft discharge permit modification and supporting documents are available from DANR at the address listed below.

In accordance with the ARSD, Chapter 74:50:02, any person desiring to comment on the Department's recommendation for the conditional issuance of this permit modification must submit written comments to the below address within the specified thirty (30) day comment period. Comments may be directed to the following address: South Dakota Department of Agriculture and Natural Resources, Water Quality Program, Joe Foss Building, 523 East Capitol, Pierre, SD 57501. Comments may also be provided within the specified thirty (30) day comment period using the online comment form, accessible via the "Comment Deadline" links provided at <http://danr.sd.gov/public>. Any person desiring a public hearing must file a petition which complies with the ARSD Chapter 74:50:02. If no objections are received within the specified 30-day period, the Secretary will issue final determinations within sixty days of the date of this notice.

Additional information may be obtained by calling Tom Anderson, with DANR, at (605) 773-3351, or by writing to the address listed above.

Hunter Roberts
Secretary

Published once at the total approximate cost of _____.



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 E CAPITOL AVE
PIERRE SD 57501-3182
danr.sd.gov

November 12th, 2025

Minnehaha County Courthouse
County Commissioner
415 North Dakota Avenue
Sioux Falls, SD 57104

RE: Surface Water Discharge Permit Public Notice

The following Surface Water Discharge Permit will be available for public comment on November 14th, 2025:

***City of Crooks
SD0020761***

ARSD 74:52:05:13 requires DANR to notify interested parties upon public noticing a Surface Water Discharge permit. This notice is required to assure that the local governmental entities and citizens affected by the permit are given an opportunity to comment on it. Comments on the permit must be postmarked or submitted electronically at <http://danr.sd.gov/public> within 30 days of the publication. Questions regarding the proposed permit or requests for copies of the proposed permit can be directed to the Water Quality Program at the address above or by calling (605) 773-3351. Copies of the proposed permit, public notice, and statement of basis are also available on DANR's website at <http://danr.sd.gov/public>.

If you wish to alter the way you receive notice or waive your right to receive notice for any categories of permits, please contact the department at WaterQuality@state.sd.us or (605) 773-3351.

You can also be notified weekly by email when public notices are added to DANR's public notice page. Subscribe to the service by providing your email address to DANRMail@state.sd.us. Your email address will not be used for any other purposes.

Sincerely,

Aaron Ward
Program Administrator
Water Quality Program
Enclosure

November 14th, 2025

**NOTICE OF SURFACE WATER DISCHARGE
APPLICATION AND RECOMMENDATION**

The South Dakota Department of Agriculture and Natural Resources (DANR) has received an application for a Surface Water Discharge (SWD) permit from the following applicant:

APPLICANT NAME: **City of Crooks**

PERMIT NUMBER: **SD0020761**

FACILITY LOCATION: **Approximately 1.5 miles southwest of the city in the Northeast ¼ of Section 9, Township 102 North, Range 50 West, in Minnehaha County, South Dakota (Latitude 43.654677°, Longitude -96.833882°).**

MAILING ADDRESS: **PO Box 785
Crooks, SD 57020-0785**

The renewal of the SWD permit will allow the discharge of pollutants from the city of Crooks' wastewater treatment facility. This facility's North American Industry Classification System (NAICS) code is 221320 for sewage treatment facilities. Any discharge from this facility will enter Willow Creek. Willow Creek has been assigned the following beneficial uses:

- (9) Fish and wildlife propagation, recreation, and stock watering waters; and
- (10) Irrigation waters.

Approximately 1.5 miles downstream, Willow Creek has been assigned the following beneficial uses:

- (6) Warmwater marginal fish life propagation waters;
- (8) Limited contact recreation waters;
- (9) Fish and wildlife propagation, recreation, and stock watering waters; and
- (10) Irrigation waters.

An antidegradation review was conducted in accordance with the Administrative Rules of South Dakota (ARSD) Chapter 74:51:01. Results show an insignificant change in water quality and no further review is required.

Water quality-based effluent limits for ammonia were developed for this discharge to ensure the protection of the beneficial uses of Willow Creek.

Tentative determinations regarding the water quality limits for any discharge and other conditions have been made by DANR. The SWD permit specifies the quality of water that can be discharged and still protect the uses of the receiving water. The draft discharge permit and supporting documents are available from DANR at the address listed below.

In accordance with the ARSD, Chapter 74:52:05, any person desiring to comment on the Department's recommendation for the conditional issuance of this permit must submit written comments to the below address within the specified thirty (30) day comment period. Comments may be directed to the following address:

South Dakota Department of Agriculture and Natural Resources
Water Quality Program

**NOTICE OF PROPOSED REISSUANCE OF
GENERAL WATER POLLUTION CONTROL PERMITS
FOR CONCENTRATED ANIMAL FEEDING OPERATIONS**

The Department of Agriculture and Natural Resources' (DANR's) Division of Agriculture and Environmental Services is recommending the Secretary reissue general surface water pollution control permits. The reissuance of these permits will protect surface water quality by regulating the design, construction, and operation of manure management systems at concentrated animal feeding operations (CAFOs) and by regulating operations that process or store manure or process wastewater. Coverage under the current general permit can be issued to producers using either state authority or National Pollutant Discharge Elimination System (NPDES) authority delegated to the State of South Dakota by the U.S. Environmental Protection Agency. These permits may apply to operations or activities covered by the permits within the State of South Dakota where the state has jurisdiction. The division is recommending the Secretary reissue two separate general permits:

- A 5-year general permit for CAFOs or operations that process or store manure or process wastewater, required to be permitted by South Dakota Codified Law (SDCL) 34A-2-36.3, issued using the department's federal NPDES authority, and
- A 10-year general permit for CAFOs issued using only the department's authority under SDCL, Chapter 34A-2 and the Administrative Rules of South Dakota (ARSD), Article 74:52.

The proposed permits stipulate who is required to obtain coverage under the general permits; application requirements; the process for issuing permit coverage; manure, litter, and process wastewater containment design, construction, operation, and maintenance requirements; surface water and shallow aquifer protection measures; nutrient management planning requirements; compliance responsibilities; and other general permit requirements. The proposed permits do not revoke or revise any local laws or ordinances.

In accordance with ARSD 74:52:05:15, any person desiring to comment on the draft permits must submit written comments on each proposed permit by close of business on the thirtieth day of this public notice. Comments on each proposed permit can be sent to the address included in this notice or may be submitted using the online comment form, accessible via the "Comment Deadline" links provided at <http://danr.sd.gov/public>. The division will consider and address all comments submitted, and the Secretary will issue a final decision for the permits pursuant to ARSD 74:52:05:18. DANR will notify each person who requested notice or submitted written comments of the final decision for the permits, including notification of any changes to the permits based on the comments.

Any person desiring to contest the issuance of these permits and request a contested case hearing must file a petition that complies with ARSD 74:50:02:02 for each permit. This petition must be filed either by close of business on the thirtieth day of this public notice or, if that person submits comments on DANR's draft permits pursuant to the paragraph above, within thirty days of receiving notice of the Secretary's final permit decision. Upon receipt of a petition, the division will schedule this matter for a contested case hearing before the Secretary. Depending on the issues raised, the contested case hearings for these permits may be combined into one hearing. An individual may represent themselves at a contested case hearing. Legal entities are required to be represented by legal counsel. If no comments or petitions are received within the comment period, the Secretary will issue final determinations within sixty days of the date of this notice.

The proposed general permits, statements of basis, and other information can be found at <http://danr.sd.gov/public> or obtained from Kim Paxton at the address below or by calling (605) 773-4647.

Department of Agriculture and Natural Resources
Division of Agriculture and Environmental Services
Livestock Services Program
523 East Capitol, Joe Foss Building
Pierre, South Dakota 57501

Published once at the total approximate cost of _____.

Minnehaha County Auditor's Office

Date: November 25, 2025

To: All Commissioners

From: Kym Christiansen, Commission Recorder

Re: Public Hearing to Consider Retail On-Sale Liquor License Renewal for MJC Holdings LLC d/b/a Chasers Food & Spirits

Commission Action Requested: Approve or deny the 2026 Retail On-Sale Liquor License Renewal Application for MJC Holdings LLC d/b/a Chasers Food & Spirits.

The Auditor's Office has received the 2026 Retail On-Sale Liquor License Renewal application from the MJC Holdings LLC d/b/a Chasers Food & Spirits. A public hearing is required for this application due to the applicant having had a compliance check violation in the current licensing year. The Commission was briefed on this compliance check violation during the November 4, 2025, Regular Commission Meeting.

The Sheriff's Office conducted a compliance check on October 28, 2025. During the check, an employee did serve alcohol to an informant who was under the age of 21, thus breaking SDCL § 35-9-1.1. For your reference, this is the 2nd violation for Chasers Food & Spirits since 2017.

The applicant was notified of the requirement for a public hearing in November 2025 after the violation was reported by the Sheriff's Office. A reminder letter of the public hearing date and time was sent on November 7, 2025.

Enclosed:

Renewal Application

Notice of Hearing

Reminder Letters: November 2025 (2)

SDCL § 35-9-1.1

November 4, 2025 CO Briefing Memo



Administration Building, 1st Floor
415 N. Dakota Avenue, Sioux Falls, SD 57104

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minnehahacounty.org



Date Received 10-20-25
Date Issued _____

2026

License No. RL-5225

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and Mailing Address

B. Doing Business As Name and Physical Address

MJC HOLDINGS LLC
8405 W 12TH ST
SIOUX FALLS, SD 57106-5806

Lic # RL-5225
CHASERS FOOD AND SPIRITS
8405 W 12TH ST
SIOUX FALLS, SD 57106-5806

Owner's Telephone#: (605) 335-9633

Business Telephone #: (605) 366-2444

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Place of business is located in a municipality? Yes No

County: Minnehaha

Do you own or lease [] this property? (Check one)

Are real property taxes paid to date? Yes [] No

Are you of good moral character having never been convicted of a felony? Yes [] No

D. Legal description of licensed premise:

Witrock Tr 1 & TR 2 NW 1/4 NW 1/4 22-102-50
ID #11757 & 11758

Is this License in active use? Yes [] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

Yes [] No **If Yes, please list on the back page**

E. State Sales Tax Number: 1028-7396-ST

F. New license? _____ Transfer? (\$150) _____ Re-issuance?

G. CERTIFICATE The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10/17/25 Print Name Judy Swearengen Signature J. Swearengen

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____ Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

(Seal) _____
Mayor or Chairman

Renewal - no public hearing held
Amount of fee collected with application \$ _____
Amount of fee retained \$ _____
Forwarded with application \$ _____

If disapproved, endorse reason thereon and return to applicant

**Company supplement information
(For corporate/partnership/LP/LLC applicants)**

Name of corporation/partnership/LP/LLC MJC Holdings, LLC
Address of office and principal place of business of corporation/partnership/LP/LLC 26777 467th Ave SFSD
Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? Yes No 5/1/06

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP, or LLC:

| Name | Office | Address | Occupation |
|----------------------------------|--------|-----------------------------|---------------|
| <u>Judy Swearengen</u> | | <u>26777 467th Ave SFSD</u> | <u>5/1/06</u> |
| <u>Michael (Mike) Swearengen</u> | | <u>" " "</u> | <u>" "</u> |

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

| Name | Type of License, License Number, Financial Interest Held, and Address of Business Location |
|------|--|
| | <u>MALT BEVERAGE License RB-3144</u> |

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

SAME

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

Date

J. Swearengen 10/17/25

NOTICE OF HEARING UPON APPLICATIONS FOR SALE OF ALCOHOLIC BEVERAGES

Notice is hereby given that a hearing will be held in the Minnehaha County Commission Meeting Room, County Administration Building, 415 N. Dakota Ave., Sioux Falls, South Dakota on November 25, 2025 at 9:00 a.m., to consider a renewal application for the following:

| <u>NAME</u> | <u>LEGAL DESCRIPTION</u> | <u>LICENSE TYPE</u> |
|----------------------------|--------------------------|---------------------|
| MJC Holdings LLC | Wittrock Tr 1 & Tr 2 | Retail On-Sale |
| Chasers Food and Spirits | NW1/4 NW ¼ | 2026 License Year |
| 8405 W 12 th St | Section 22-102-50 | |
| Sioux Falls, SD 57106 | ID #11757 & 11758 | |

At which time and place anyone interested may appear to file objections to the granting of the same.

Dated at Sioux Falls, South Dakota, this 4th day of November, 2025.

Leah Anderson, County Auditor

Published at the approximate cost of \$ _____

PLEASE PUBLISH:

Dakota Scout - Friday, November 7, 2025
Brandon Valley Journal – Wednesday, November 12, 2025
Garretson Gazette – Thursday, November 13, 2025
Minnehaha Messenger – Friday, November 14, 2025

Minnehaha County Auditor's Office

October 29, 2025

VIA U.S. MAIL ONLY

MJC Holdings LLC
8405 W 12th St
Sioux Falls, SD 57106

RE: Failure of Compliance Check Resulting in a Violation

Dear MJC Holdings, LLC,

On October 29, 2025, the Minnehaha County Sheriff's Office notified the Auditor's Office that they had conducted a compliance check on October 28, 2025, of 62 licensees holding an alcohol beverage license. Chaser's Food and Spirits failed the compliance check resulting in a violation against RL-5225 for the 2025 Alcohol Beverage Licensing Year.

This letter is your notification that, due to the violation, a public hearing before the Minnehaha County Commission will be required in Fall 2025 during the annual renewal period. Your present Retail On-Sale Liquor License expires on December 31, 2025. Please be advised that, along with any applicable renewal fees, a \$60.00 publication fee will be charged for the public hearing. This fee should be mailed in with your renewal fee. Please submit a separate check for the publication fee.

If you have any questions, please feel free to contact me.

Sincerely,

Kym Christiansen
Commission Recorder
Minnehaha County
415 N Dakota Ave
Sioux Falls, SD 57104
Phone: 605-978-5742
Email: kchristiansen@minnehahacounty.gov



Administration Building, 1st Floor
415 N. Dakota Avenue, Sioux Falls, SD 57104
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F: (605)367-7409
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Minnehaha County Auditor's Office

November 7, 2025

VIA U.S. MAIL ONLY

MJC Holdings LLC
8405 W 12th St
Sioux Falls, SD 57106

RE: Retail On-Sale Liquor License Renewal Public Hearing

Dear MJC Holdings, LLC,

This letter is to inform you that a public hearing will be held on November 25, 2025, at the 9:00 a.m. Minnehaha County Commission Meeting for the renewal of your Retail On-Sale license. The public hearing is required due a failed compliance check resulting in a violation against RL-5225. Usually, the presence of a representative from your establishment is required to attend in order to answer the Commissioners' questions

Additionally, please provide, in writing or present during the public hearing, the steps that you are taking or have taken to avoid violations in the future. This could include, but is not necessarily limited to, training of employees and/or certifications/classes for employees

Enclosed is a copy of the Notice of Hearing that was submitted to the official County newspapers. Please feel free to contact me with any questions.

Sincerely,

Kym Christiansen
Commission Recorder
Minnehaha County
415 N Dakota Ave
Sioux Falls, SD 57104
Phone: 605-978-5742
Email: kchristiansen@minnehahacounty.org



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35-9-1.1. Furnishing alcoholic beverage to person eighteen years or older but less than twenty-one years prohibited--Exceptions--Violation as misdemeanor--Civil liability.

It is a Class 2 misdemeanor to sell or give for use as a beverage any alcoholic beverage to any person who is eighteen years of age or older but less than twenty-one years of age unless it is done in the immediate presence of a parent or guardian or spouse over twenty-one years of age or by prescription or direction of a duly licensed practitioner or nurse of the healing arts for medicinal purposes.

However, no licensee is civilly liable to any injured person or the injured person's estate for any injury suffered, including any action for wrongful death, or property damage suffered because of the sale or consumption of any alcoholic beverage in violation of the provisions of this section.

Source: SL 1990, ch 301, § 2; SL 2010, ch 180, § 36.

Minnehaha County Auditor's Office

Date: November 4, 2025

To: All Commissioners

From: Kym Christiansen, Commissioner Recorder

Re: Minnehaha County Alcohol Beverage Compliance Check Failure Briefing

Commission Action Requested: None

On Tuesday, October 28, 2025, the Minnehaha County Sheriff's Office notified the Auditor's Office that they had conducted a compliance check of 62 licensees holding an alcohol beverage license. A total of three licensees failed the compliance check. Of the three failing licensees, one of them, MJC Holdings LLC d/b/a Chasers Food and Spirits is licensed by Minnehaha County. This business currently holds a Retail On-Sale Liquor License. For the purposes of clarity, the other failing licenses are licensed through their local municipality.

Due to the failed compliance check, the County will be required to hold a public hearing upon receipt of the licensee's renewal application later this month. For your reference, The MJC Holdings, LLC d/b/a Chasers Food and Spirits did have a violation in 2024 and 2017.

In addition, the licensee will receive a monetary penalty from the South Dakota Department of Revenue. The monetary penalty is based on the number of violations in a 24-month period and range from \$500 to \$2,000 depending on the number of violations in that time period and whether or not the individual who sold/served had previously been certified by a nationally recognized training program. If more than two violations happen within a 24-month period, their alcohol beverage license is suspended.

The Auditor's Office is available for any questions on this item.

Attached

MCSO Press Release 10.28.2025



Administration Building, 1st Floor
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MEMORANDUM

TO: Board of County Commissioners
FROM: Kevin Hoekman – Senior Planner
DATE: November 25, 2025 Regular Meeting
RE: Proposed Building Permit Valuation Schedule Increase

SUMMARY

Minnehaha County enforces the 2021 International Building Code family of codes to direct safe construction throughout the county. To support the cost of the implementation of these codes, Minnehaha County previously established a fee schedule for building permits based on the estimated construction value per square foot of new residential and agricultural structures. The fee schedule is periodically updated to both better reflect cost of construction and to reflect increase in administration costs related to new construction. The last fee schedule update was approved in 2022.

A building permit fee is calculated first by obtaining the value of the project. Many new construction and addition project valuations are calculated through the square foot valuation as adopted by resolution. The valuation of residential projects is then multiplied by 0.4% to determine the permit fee. A residential project has a minimum permit fee of \$60. Agricultural valuations are multiplied by 0.2% to determine the permit fee with a minimum permit fee of \$30. Commercial and industrial construction requires a construction bid valuation and the permit fee is 1% of the bid value. This proposed valuation/fee schedule will not change the multiplier percentage used for determining the building permit fees from the valuation.

The Planning Department is recommending a graduated valuation increase that increases finished area higher than the increase in unfinished area. Finished habitable space valuation will receive the highest increase of 8%, finished basement space increases 5%, while unfinished basement, attached garage, and detached garage valuation increases by 1%. The graduated increase prevents compression of the values to avoid a future where the building finishes are too similar to each other. Staff reviewed the single family dwelling permits for the last two years. A new single family dwelling building permit that is built to the average house size from the last two years will see an increase of building permit fee of 5.9%, or \$82 for the permit fee. A chart of the average increase is included with this memo.

The Minneapolis Fed publishes the annual Consumer Price Index for 2023 and 2024 as 4.1% and 2.9% respectively. The anticipated Consumer Price Index for 2025 is 2.7%. The 5.9% increase for an average house over three years is lower than the inflation rate since adoption of the last increase. Projects such as finishing a basement or building a detached garage will have a smaller percentage increase than a house with high main floor finished space.



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An increase in fee valuations will increase revenue for the county. Based on the 2024 building activity, staff predicts revenue would rise approximately \$7,000 annually.

Attached with this memo is a chart of historical changes in valuation and example building permit fee worksheet to illustrate how the increased valuations will affect the average single family dwelling permit (the average size calculations were taken from all single family dwellings permitted in between January 2024 and October 2025 that were not moved on or mobile homes). A copy of the resolution is also attached which includes the complete proposed fee schedule.

ACTION

The County Commission should take action to approve or deny the resolution to increase building permit fees. If approved, the new fees will become effective on January 1st, 2026.

| Building Permit Fee Valuation Historical Changes | | | | | | | | | | | | | | | |
|--|----------------|-----------------------------|---------|-----------------------------|---------|-----------------------------|---------|-----------------------------|---------|--------------------------------------|---------|---------------------------------|----------|------------------------------|---|
| Building Type | 2008 Valuation | 2011 Valuation & % Increase | | 2013 Valuation & % Increase | | 2015 Valuation & % Increase | | 2020 Valuation & % Increase | | Curren Valuation (2022) & % Increase | | Proposed Valuation & % Increase | | Sioux Falls Valuation (2025) | Lincoln County Valuation (Effective 2021) |
| Dwelling-Site Built | | | | | | | | | | | | | | | |
| Finished Habitable Space | \$77.25 | 3.2% | \$79.75 | 1.6% | \$81.00 | 3.5% | \$83.84 | 8.5% | \$91.00 | 5% | \$95.55 | 8% | \$103.19 | \$126.00 | \$80.00 |
| Finished Basement | \$51.50 | 2.9% | \$53.00 | 1.9% | \$54.00 | 3.5% | \$55.90 | 3.8% | \$58.00 | 5% | \$60.90 | 5% | \$63.95 | \$77.00 | \$16.00 |
| Unfinished Space (basement) | \$31.00 | 3.2% | \$32.00 | 1.6% | \$32.50 | 3.6% | \$33.67 | 1.0% | \$34.00 | 5% | \$35.70 | 1% | \$36.06 | \$40.00 | \$16.00 |
| Attached Garage | \$31.00 | 3.2% | \$32.00 | 1.6% | \$32.50 | 3.6% | \$33.67 | 1.0% | \$34.00 | 5% | \$35.70 | 1% | \$36.06 | \$41.00 | \$28.00 |
| Detached Garage, accessory structures, & decks | \$25.75 | 2.9% | \$26.50 | 1.9% | \$27.00 | 3.5% | \$27.95 | 3.8% | \$29.00 | 5% | \$30.45 | 1% | \$30.75 | \$37.00 | \$28.00 |
| Dwelling-Moved | | | | | | | | | | | | | | | |
| Finished Habitable Space | \$25.75 | 2.9% | \$26.50 | 1.9% | \$27.00 | 3.5% | \$27.95 | 7.3% | \$30.00 | 5% | \$31.50 | 8% | \$34.02 | | \$28.00 |
| Finished Basement | \$51.50 | 2.9% | \$53.00 | 1.9% | \$54.00 | 3.5% | \$55.90 | 3.8% | \$58.00 | 5% | \$60.90 | 5% | \$63.95 | | |
| Unfinished Space (basement) | \$31.00 | 3.2% | \$32.00 | 1.6% | \$32.50 | 3.6% | \$33.67 | 1.0% | \$34.00 | 5% | \$35.70 | 1% | \$36.06 | | |
| Attached Garage | \$20.75 | 3.6% | \$21.50 | 2.3% | \$22.00 | 3.5% | \$22.77 | 5.4% | \$24.00 | 5% | \$25.20 | 0% | \$25.20 | | |
| Detached Garage, accessory structures, & decks | \$10.50 | 4.8% | \$11.00 | 2.3% | \$11.25 | 3.5% | \$11.64 | 3.1% | \$12.00 | 5% | \$12.60 | 1% | \$12.73 | | |
| Manufactured & Mobile Homes | | | | | | | | | | | | | | | |
| Finished Habitable Space | \$31.00 | 3.2% | \$32.00 | 1.6% | \$32.50 | 3.6% | \$33.67 | 4.0% | \$35.00 | 5% | \$36.75 | 6% | \$38.96 | | |
| Finished Basement | \$51.50 | 2.9% | \$53.00 | 1.9% | \$54.00 | 3.5% | \$55.90 | 3.8% | \$58.00 | 5% | \$60.90 | 5% | \$63.95 | | |
| Unfinished Space (basement) | \$31.00 | 0.0% | \$31.00 | 1.6% | \$31.50 | 3.5% | \$32.60 | 4.3% | \$34.00 | 5% | \$35.70 | 1% | \$36.06 | | |
| Foundation (no basement) | \$10.50 | 4.8% | \$11.00 | 2.3% | \$11.25 | 3.5% | \$11.64 | 3.1% | \$12.00 | 5% | \$12.60 | 1% | \$12.73 | | \$11.00 |
| Attached Garage | \$31.00 | 0.0% | \$31.00 | 1.6% | \$31.50 | 3.5% | \$32.60 | 4.3% | \$34.00 | 5% | \$35.70 | 1% | \$36.06 | | |
| Detached Garage, accessory structures, & decks | \$25.75 | 2.9% | \$26.50 | 1.9% | \$27.00 | 3.5% | \$27.95 | 3.8% | \$29.00 | 5% | \$30.45 | 1% | \$30.75 | | |
| Agricultural Structures | \$20.75 | 3.6% | \$21.50 | 2.3% | \$22.00 | 3.5% | \$22.77 | 1.0% | \$23.00 | 5% | \$24.15 | 3% | \$24.87 | | \$22.00 |

Minnehaha County Building Permit Fee Example Increase

Home Example

| Dwelling-Site Built | Average SQFT | Current Fee Valuation | Proposed Fee Valuation | Difference |
|--|---------------------|----------------------------------|-----------------------------------|-------------------|
| Finished Habitable Space | 2356 | \$225,116 | \$243,125 | \$18,009 |
| Finished Basement | 532 | \$32,399 | \$34,019 | \$1,620 |
| Unfinished Space (basement) | 618 | \$22,063 | \$22,283 | \$221 |
| Attached Garage | 1587 | \$56,656 | \$57,222 | \$567 |
| Detached Garage, accessory structures, & decks | 422 | \$12,850 | \$12,978 | \$128 |
| Total | | \$349,083 | \$369,628 | \$20,545 |
| Fee | | \$1,396 | \$1,479 | \$82 |

5.9%
Increase

Mobile Home Example

| Manufactured & Mobile Homes | Typical SQFT | Current Fee Valuation | Proposed Fee Valuation | Difference |
|--|---------------------|----------------------------------|-----------------------------------|-------------------|
| Finished Habitable Space | 1800 | \$66,150 | \$70,119 | \$3,969 |
| Finished Basement | 0 | \$0 | \$0 | \$0 |
| Unfinished Space (basement) | 0 | \$0 | \$0 | \$0 |
| Foundation (no basement) | 0 | \$0 | \$0 | \$0 |
| Attached Garage | 0 | \$0 | \$0 | \$0 |
| Detached Garage, accessory structures, & decks | 600 | \$18,270 | \$18,453 | \$183 |
| Total | | \$84,420 | \$88,572 | \$4,152 |
| Fee | | \$338 | \$354 | \$17 |

4.9%
Increase

Submitted by Department Head/Official to State's Attorney on 11/14/2025 by Kevin Hoekman

Returned by State's Attorney to Department Head/Official on 11/14/25 by *mg*

SAO approval: *mg* returned for editing/comments: _____

Submitted by Department Head/Official to Commission Office on ___/___/___ by _____

Placed on Commission Agenda for ___/___/___ by _____, Commission Office

RESOLUTION MC25-__
BUILDING PERMIT VALUATION/FEE SCHEDULE

RESOLUTION MC25-____
BUILDING PERMIT VALUATION/FEE SCHEDULE

WHEREAS, Minnehaha County has adopted the 2021 Editions of the International Building Code, International Residential Code, and International Existing Building Code; and

WHEREAS, Section 109.2 of the International Building Code, and Section R108.2 of the International Residential Code require the County as the governing authority to establish a permit fee schedule; and

WHEREAS, the permit fees are utilized by the County to administer the International Building Code, International Residential Code, and International Existing Building Code.

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha County Board of Commissioners establishes the following building permit valuation and fee schedule for Minnehaha County:

BUILDING PERMIT VALUATION/FEE SCHEDULE
2021 INTERNATIONAL BUILDING CODE, AND
2021 INTERNATIONAL RESIDENTIAL CODE, AND
2021 INTERNATIONAL EXISTING BUILDING CODE
EFFECTIVE: January 1, 2026

The valuation to determine permit fees for residential buildings and additions are based on a dollar per square foot schedule per the following. The bid price must be quoted for renovation and remodeling work.

Dwellings - site built

| | |
|---|--------------------------|
| Finished habitable space | \$103.19 per square foot |
| Finished basements | \$63.95 per square foot |
| Unfinished space (basement) | \$36.06 per square foot |
| Attached garages | \$36.06 per square foot |
| Detached garages, accessory structures, & decks | \$30.75 per square foot |

Dwellings - moved

| | |
|---|-------------------------|
| Finished habitable space | \$34.02 per square foot |
| Finished basements | \$63.95 per square foot |
| Unfinished space (basement) | \$36.06 per square foot |
| Attached garages (moved on) | \$25.20 per square foot |
| Detached garages & accessory structures (moved on) | \$12.73 per square foot |

Manufactured and Mobile Homes

| | |
|---|-------------------------|
| Finished habitable space | \$38.96 per square foot |
| Finished basements | \$63.95 per square foot |
| Unfinished space (basement and upper level) | \$36.06 per square foot |
| Foundation (no basement) | \$12.73 per square foot |
| Attached garages | \$36.06 per square foot |
| Detached garages | \$30.75 per square foot |

Agricultural Structures

\$24.87 per square foot

To figure the building permit fee: multiply total square footage cost by the appropriate percentage listed below.

- Residential structures\$60.00 or .4% of the construction costs, which ever is greater.
- Commercial/Industrial Structures.....\$100.00 or 1% of the constructions costs, which ever is greater.
- Agricultural structures.....\$30.00 or .2% of the construction costs, which ever is greater.
- Temporary Building Permit Fee.....\$60.00
- Building Permit Extension.....\$50.00 (maximum 180 days)
- Zoning Permit\$50.00

BE IT FURTHER RESOLVED that Resolution MC22-25 is repealed on January 1, 2026.

Dated this ___ day of _____, 2025.

APPROVED BY THE COMMISSION:

By: _____
Dean Karsky, Chair

ATTEST:

Leah Anderson, Auditor (Deputy)

Minnehaha County

November 25, 2025

TO: Minnehaha County Commissioners
FROM: Tom Greco, Commission Administrative Officer
RE: Consider a Motion to Authorize the Chair to Sign the 2026 Mobile Crisis Team Agreement

ACTION REQUESTED: Authorize the Chair to Sign the 2026 Mobile Crisis Team Agreement

Southeastern Behavioral Healthcare (SBH) currently serves as the provider for Mobile Crisis Team Services in Minnehaha County. The proposed contract runs from January 1, 2026 - December 31, 2026.

SBH will be paid a \$5,000 administrative program fee. Contract payments are paid in twelve-month installments of \$416.66. Minnehaha County will be responsible for paying the cost of on-call, as-needed mental health professionals providing crisis intervention services and for on-call, as-needed mental health professionals. The dollar amount and general terms are unchanged from the current, unexpired agreement. The fee has remained unchanged since execution of the 2024 contract.



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**AGREEMENT FOR
MOBILE CRISIS TEAM SERVICES**

This Agreement for Services is made and entered into this ___ day of _____ 2025, by and between Minnehaha County, a political subdivision of the State of South Dakota, of 415 North Dakota Avenue, Sioux Falls, South Dakota 57104, (“COUNTY”) and Southeastern Behavioral Healthcare, a South Dakota nonprofit corporation, of 2000 S. Summit Avenue, Sioux Falls, South Dakota 57105 (“PROVIDER”).

SECTION ONE: SERVICES OF PROVIDER

COUNTY and PROVIDER recognize there is a need to provide Mobile Crisis Team services in Minnehaha County. Under the terms of this agreement, PROVIDER agrees to provide the necessary staffing and program supplies and administrative support for the Mobile Crisis Team program. This shall include on-call mental health professionals as needed to provide crisis intervention services to individuals in need. The PROVIDER shall submit statistical reports prior to the fifteenth day of each month that contain the number of client contacts and outcome or referral data from the prior month.

SECTION TWO: TERM OF AGREEMENT

This Agreement for Services shall be effective January 1, 2026, and shall continue until December 31, 2026. The agreement may be terminated by either party upon 60 days written notice. The County shall be entitled to terminate this Agreement without notice in the event PROVIDER fails to complete and maintain necessary reimbursement records, upon cessation of county funding for the program, or otherwise upon the breach by PROVIDER of the terms of the Agreement herein.

SECTION THREE: CONSIDERATION

For and in consideration of PROVIDER’s performance of those services set forth in Section One of this Agreement, and all other terms and conditions set forth herein, COUNTY agrees, upon presentation of a detailed monthly invoice, to process PROVIDER’S claims for payment. COUNTY will pay PROVIDER a program administrative fee of Five Thousand Dollars (\$5,000.00) per year, payable in twelve (12) monthly installments of Four Hundred Sixteen Dollars and Sixty-Six Cents (\$416.66). COUNTY will be responsible for the cost of on-call as-needed mental health professionals providing crisis intervention services and for the on-call costs of mental health professionals. COUNTY will reimburse PROVIDER for the reasonable cost of necessary program supplies and equipment and for mileage incurred by PROVIDER for services rendered by PROVIDER pursuant to this Agreement. An invoice is to be presented not later than the fifteenth day of the month after the month the services are provided. Payment shall not exceed PROVIDER’S actual costs.

SECTION FOUR: INDEMNIFICATION, LIABILITY AND HOLD HARMLESS

PROVIDER agrees to hold harmless, defend and indemnify COUNTY, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise, directly or indirectly, as a result of the Services pursuant to this Agreement, program activities undertaken and/or provided by PROVIDER. This Section does

not require PROVIDER to be responsible for or defend against claims or damages arising solely from acts or omissions of COUNTY or its officers, agents or employees.

SECTION FIVE: INSURANCE or LIABILITY COVERAGE

PROVIDER agrees at its sole cost and expense, to maintain adequate general liability, worker's compensation, professional liability and automobile liability insurance during the term of this Agreement with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. Upon request of COUNTY, PROVIDER agrees to provide proof of coverage.

SECTION SIX: OTHER FUNDING BY COUNTY

Nothing contained in this Agreement shall be deemed to prevent COUNTY from providing other funding to PROVIDER if duly authorized and appropriated by the Minnehaha County Board of Commissioners. However, nothing contained in this Agreement shall be deemed to require COUNTY to provide other funding to PROVIDER beyond those amounts specified herein. In the event that funds for this program are no longer available, or are not budgeted or appropriated for any fiscal year or portion thereof, this Agreement shall thereafter impose no obligation on COUNTY and shall become null and void except as to the Services agreed upon for which funds have been appropriated or budgeted, and no right of action or damage shall accrue to the benefit of any party, their agents, successors or assigns, for any further payments or other performance under this Agreement.

SECTION SEVEN: AMENDMENTS TO AGREEMENT

This writing contains the entire agreement between the parties. No statement, promises or inducements made by COUNTY, PROVIDER, or their employees, agents or assigns which are not contained in this Agreement shall be valid or binding. This Agreement may only be amended or extended in writing, signed by both parties, and executed with the same formalities as this Agreement.

SECTION EIGHT: MUTUAL COVENANTS

COUNTY and PROVIDER each covenant that it will comply with all material terms and conditions of this Agreement.

SECTION NINE: GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of South Dakota. Any action regarding this Agreement shall be venued in the Circuit Court in and for Minnehaha County, South Dakota.

SECTION TEN: ASSIGNMENT PROHIBITION

This Agreement shall not be assigned by either party without the prior written consent of the parties hereto and executed by each of the parties.

SECTION ELEVEN: SURVIVABILITY

All provisions of this Agreement regarding protection of information and obligations of the parties to one another shall survive the termination of this Agreement, including any extended term of this Agreement. If any provision of this Agreement becomes or is declared

illegal, invalid or unenforceable, such provision will be severed from this Agreement and will be deemed deleted. The other terms and conditions thereof shall not be affected thereby, and shall remain in full force and effect.

SECTION TWELVE: TIME

Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and date first above written.

SOUTHEASTERN BEHAVIORAL HEALTHCARE

By:  _____
Chairman

MINNEHAHA COUNTY

By: _____
Dean Karsky, Chair

ATTEST:

Leah Anderson, Auditor
Deputy Auditor

Submitted by Department Head/Official to State's Attorney on 9/9/25 by SK
Returned by State's Attorney to Department Head/Official on 9/11/25 by EHB
SAO approval: EHB returned for editing/comments:
Submitted by Department Head/Official to Commission Office on ___/___/___ by ___
Placed on Commission Agenda for ___/___/___ by _____, Commission Office

AGREEMENT FOR MOBILE CRISIS TEAM SERVICES

2026

Minnehaha County

November 25, 2025

TO: Minnehaha County Commissioners
FROM: Tom Greco, Commission Administrative Officer
RE: Authorize the Chair to Sign Letter of Support for Southeastern Behavioral HealthCare as Part of its Application for the Opioid Settlement Fund Community Grant Program

ACTION REQUESTED: Approve Motion Authorizing Chair to Sign Letter of Support.

Staff recommends approval to provide a Letter of Support for Southeastern Behavioral HealthCare to the Department of Social Services as part of the Opioid Settlement Fund Community Grant Program. The County has had an ongoing relationship with Southeastern regarding transitional housing and is supportive of their pursuit of the grant.

The application for funding requires that applying organizations obtain a letter of support or commitment from the local governments that share a similar target geographic area as their project. By providing a Letter of Support, the County incurs no obligations to the local organization.



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Minnehaha County Board of Commissioners

Dean Karsky, Chair
Gerald Beninga, Commissioner
Jen Bleyenbergh, Commissioner
Cole Heisey, Commissioner
Joe Kippley, Commissioner

November 25, 2025

South Dakota Department of Social Services
Attn: South Dakota Opioid Advisory Committee
700 Governors Drive
Pierre, South Dakota 57501

To the Committee,

I am submitting this letter on behalf of the Minnehaha County Commission to express the County's strong support for Southeastern Behavioral HealthCare and their ongoing commitment to expanding safe, stable, and recovery-focused housing options for individuals in our community affected by substance use disorders and co-occurring mental health conditions. Southeastern Behavioral HealthCare is applying for an Opioid Settlement Community Grant to support transitional housing and related services.

Southeastern's Transitional Housing program fills a significant gap in the continuum of care. Individuals entering the program often face homelessness, housing instability, and complex behavioral health needs. Southeastern provides 24/7 staffing, individualized case management, psychiatric care, therapy, medication management, transportation, life-skills education, job readiness support, and access to community resources that promote overall wellness and long-term recovery.

The need for supportive transitional housing continues to grow, particularly for individuals who are justice-involved, working with treatment courts, or exiting acute levels of care. Increased or sustained capacity through this project will ensure that more individuals can safely continue their recovery in an environment designed to promote health, accountability, and long-term success.

Given the organization's proven track record, comprehensive services, and longstanding partnerships across behavioral health, treatment courts, hospitals, justice systems, and community providers, Southeastern is exceptionally well-positioned to carry out this project and meet the growing need for recovery-supportive housing.

Thank you for considering support for this important initiative. We fully endorse Southeastern Behavioral HealthCare's efforts to strengthen and expand transitional housing options and look forward to continued partnership as we work together to improve the health and wellbeing of our community.

For the Minnehaha County Commission:

Dean Karsky, Chair

Cc: Kris Graham, CEO, Southeastern Behavioral HealthCare



Administration Building
415 N. Dakota Avenue, Sioux Falls, SD 57104
Strong Foundation. Strong Future.
Equal Opportunity Employer and Service Provider

P: (605)367-4206
minnehahacounty.gov



Minnehaha County

November 25, 2025

TO: Minnehaha County Commissioners
FROM: Tom Greco, Commission Administrative Officer
RE: Consider a Motion to Authorize the Chair to Sign the 2026 Rural Ambulance Services Quality Assurance Director Agreement

ACTION REQUESTED: Authorize the Chair to Sign the 2026 Rural Ambulance Services Quality Assurance Director Agreement

The Minnehaha County Licensing Surface Ambulance Service ordinance authorizes the appointment of a contracted Quality Assurance Director for Rural Ambulance Services to evaluate ambulance services. Currently, Dr. Jeff Luther serves as the Quality Assurance Director for the rural ambulance services. The proposed contract runs from January 1, 2026 - December 31, 2026.

The proposed contract compensation is \$34,000.00 and is payable in twelve-month equal installments. The compensation reflects a 3% increase over the current, unexpired contract. The last compensation increase was for the 2023 contract.



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Submitted by Department Head/Official to State's Attorney on 9/9/25 by SK
Returned by State's Attorney to Department Head/Official on 9/11/25 by EHB
SAO approval: EHB returned for editing/comments:
Submitted by Department Head/Official to Commission Office on __/__/__ by ____
Placed on Commission Agenda for __/__/__ by _____, Commission Office

**AGREEMENT FOR QUALITY ASSURANCE DIRECTOR
FOR RURAL AMBULANCE SERVICE**

2026

**AGREEMENT FOR
QUALITY ASSURANCE DIRECTOR
FOR RURAL AMBULANCE SERVICE**

This Agreement is made and entered into this ____ day of _____, 2025, by and between Minnehaha County, a political subdivision of the State of South Dakota, of 415 North Dakota Ave, Sioux Falls, South Dakota 57104, (“COUNTY”), and Dr. Jeff L. Luther, of 2708 W. Old Yankton Rd., Sioux Falls, SD 57108, (“CONTRACTOR”);

WITNESSETH:

WHEREAS, COUNTY has adopted an ambulance licensing ordinance which requires all entities licensed to provide ground ambulance services within Minnehaha County to provide data and information for quality assurance purposes and that such licensees abide by the specifications as set by the Medical Director or the Quality Assurance Director; and

WHEREAS, CONTRACTOR has the experience and training necessary to perform the services of Quality Assurance Director for Rural Ambulance Services as set forth in COUNTY ordinance; and

WHEREAS, CONTRACTOR and COUNTY wish to enter into this consulting agreement in order that CONTRACTOR may perform the services of Quality Assurance Director for Rural Ambulance Services.

NOW THEREFORE, and based upon the mutual covenants hereinafter set forth, the parties do hereby agree as follows:

1. DESCRIPTION OF WORK

The work to be performed by CONTRACTOR pursuant to the terms of this Agreement is set forth in Appendix A, attached hereto and made a part of this Agreement, which Appendix includes, but is not limited to, those duties described in Minnehaha County Ordinance MC 31-6-19 to be performed by the Quality Assurance Director for Rural Ambulance Services.

Contractor shall provide a quarterly report to the Minnehaha County Commission that details their findings on those duties described in Ordinance 31-3-10 and 31-6-19.

Services may be provided by CONTRACTOR at any location CONTRACTOR may elect and CONTRACTOR shall provide, at its own expense, such materials as are necessary to perform such duties. COUNTY agrees to provide CONTRACTOR with access to such records and documents as CONTRACTOR may require to perform its services pursuant to this Agreement.

2. COMPENSATION

COUNTY agrees to reimburse CONTRACTOR for the performance of those duties set forth in Appendix A, the sum of Thirty-Four thousand dollars (\$34,000) per annum during the

term of this Agreement, payable in equal monthly installments on or before the 30th day of the month.

3. TERM OF AGREEMENT

This Agreement shall commence on January 1, 2026, and shall continue for a period of one year, ending on December 31, 2026, unless otherwise terminated in accordance with the terms and conditions set forth herein.

4. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR'S status shall be deemed to be that of an appointed independent contractor and not that of an employee of COUNTY. COUNTY shall have no control over the manner and method in which the services are provided, except that CONTRACTOR agrees to perform all required services in a timely manner.

5. INSURANCE AND INDEMNIFICATION

CONTRACTOR shall procure and maintain, at its own expense, adequate worker's compensation insurance coverage and general liability insurance coverage, as well as professional liability insurance in a minimum amount of One Million Dollars (\$1,000,000.00) per claim; said insurance shall provide coverage for acts or omissions of CONTRACTOR and/or its Employee(s) which occur during the term of this Agreement.

CONTRACTOR agrees to defend, indemnify, and hold COUNTY harmless from all claims or liabilities including, but not limited to, attorneys' fees arising out of the services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liabilities are the result of an act, error, or omission of CONTRACTOR and/or its employees/agents arising out of the services described in the Agreement.

This agreement does not waive COUNTY'S sovereign immunity and the COUNTY reserves the right to rely on sovereign immunity to the extent permitted by South Dakota Law. COUNTY will be responsible for errors, omissions, and negligence of its employees, officers and agents to the extent provided by law. This section does not require CONTRACTOR to be responsible for or defend against claims or damages arising solely from the negligent or intentional acts of COUNTY, its employees, officers and agents.

6. TERMINATION

This Agreement shall terminate at the expiration of the contract term, unless otherwise extended by mutual written agreement of the parties. In addition, either party may terminate this Agreement at any time, with or without cause. If the cancellation is without cause, it shall be terminated by either party giving sixty (60) days' notice in writing in advance of any proposed cancellation, by delivering said notice to the post office address of the non-canceling party by United States mail. If the cancellation is for cause, the non-breaching party shall give written notice of the breach, by delivering said notice to the post office address of the breaching party, and that notice shall give the breaching party ten (10) days to correct the breach. If the breach

remains uncorrected after the ten (10) day period, this Agreement shall be terminable at will without further notice by the non-breaching party.

7. INTERPRETATION.

The parties agree that this Agreement and each and every provision herein shall be interpreted so as to give meaning and effect to Minnehaha County Ordinances MC 31-3-10 and MC 31-6-19, as presently in effect at the time of adoption of this Agreement, or as amended. In the event of disagreement or dispute between the parties regarding the intent of this Agreement, MC 31-3-10 and MC 31-6-19 shall be looked to first for guidance and direction. In the event of inconsistency between this Agreement and County Ordinance, the ordinances shall be deemed controlling.

8. ENTIRE AGREEMENT.

This writing constitutes the entire agreement between the parties; and no verbal inducements or promises not contained herein shall be deemed binding upon either party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and date first above-written.

Signed by:

89878D346C6F403...

Dr. Jeff Luther

MINNEHAHA COUNTY COMMISSION

By: _____
Dean Karsky, Chair

ATTEST:

By: _____
Leah Anderson, Auditor
Deputy Auditor

APPENDIX A

DUTIES OF QUALITY ASSURANCE DIRECTOR FOR AMBULANCE SERVICES

1. Review all applications for ground ambulance licenses to determine whether minimum qualifications have been met as set forth in MC 31-3-10 and MC 31-6-19.
2. Make recommendations to the Minnehaha County Commission on the issuance or non-issuance of any ground ambulance license.
3. To perform quality assurance review as set forth in MC 31-3-10 and MC 31-6-19.
4. To review and/or initiate all complaints against licensed ground ambulance services and to make recommendations to the Minnehaha County Commission in that regard in accordance with the procedures outlined in MC 31-3-10 and MC 31-6-19.
5. To make periodic inspections to assure that all licensed ground ambulance services are operating in compliance with MC 31-3-10 and MC 31-6-19, including without limitation: equipment, staffing and sanitary requirements.

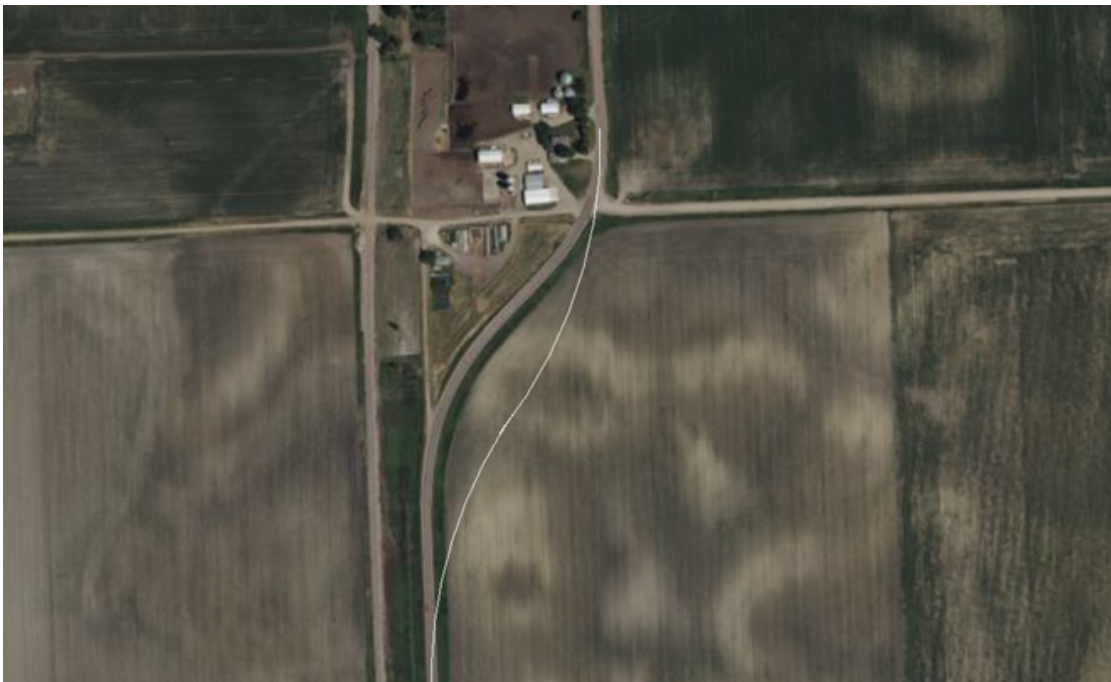
Minnehaha County

November 25, 2025

TO: Minnehaha County Commissioners
FROM: Jacob Maras, Highway Superintendent
RE: Consider a Motion to Authorize the Chair to Sign an updated Joint Powers Agreement between Minnehaha County, The South Dakota Department of Transportation, and Lake County for the Reconstruction of County Highway 149 at the Lake County Border

ACTION REQUESTED: Consider a Motion to Authorize the Chair to Sign an updated Joint Powers Agreement between Minnehaha County, The South Dakota Department of Transportation and Lake County for the Reconstruction of County Highway 149 at the Lake County Border.

Working with the SDDOT, we have identified a curve on Highway 149 at the Lake County border which has a higher accident rate than predicted. Based on this data, Dustin Witt, SDDOT Highway Safety Engineer, compared the cost of rebuilding the curve to the value of improved safety. This analysis proved a cost benefit of greater than 1, which allowed the improvement to be funded.



The white line in the photo above represents a realignment of the curve. The proposed alignment is designed for 65mph. Designing curves 10mph above the posted speed limit is industry standard.



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The SDDOT is proposing to pay for 90% of the estimated \$2,200,000 cost. The remaining 10% is proposed to be split with Lake County based on how much of the project lies within each County. Minnehaha County's proposed share is 87.5% at \$192,500, and Lake County's share is 12.5% at \$27,500. In addition to the design and construction cost, the two counties will be responsible for obtaining any necessary right-of-way once the design has identified that area.

The previous agreement, approved on 11-4-2025, was to split the 10% cost share at 75% Minnehaha County and 25% Lake County. This percentage does not represent the linear footage of project in each county accurately, and the State is requesting we sign the attached agreement. Lake County has already signed.

The design for this project will begin once all parties have entered into this agreement and construction will take place in 2027 or 2028.

Please feel free to contact me prior to next Tuesday's meeting, should you have any questions.

Thank you.

Enclosures
JPA with the SDDOT

Submitted by Department Head/Official to State's Attorney on 11/20/2025 by JM
Returned by State's Attorney to Department Head/Official on 11/20/2025 by *SMW*
SAO approval: *SMW* returned for editing/comments: _____
Submitted by Department Head/Official to Commission Office on ___/___/___ by _____
Placed on Commission Agenda for ___/___/___ by _____, Commission Office

JOINT POWERS AGREEMENT

BETWEEN SDDOT, MINNEHAHA COUNTY AND LAKE COUNTY

Project MC25—07 PCN 06UL

464th Ave. Minnehaha County/Lake County Line to Modify
Horizontal Curve to Improve Safety of Traveling Public

Project Total \$2,200,000
SDDOT & federally eligible RSI funds - \$1,980,000 (90%)

County 10% matching funds
Minnehaha County - \$192,500 (87.5% of matching funds)
Lake County - \$27,500 (12.5% of matching funds)

**STATE OF SOUTH DAKOTA
JOINT POWERS
MAINTENANCE, ENCROACHMENT, AND FINANCIAL AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
MINNEHAHA COUNTY,
AND
LAKE COUNTY, SOUTH DAKOTA**

This Agreement is made by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and Lake County and Minnehaha County, referred to in this Agreement as the "COUNTIES".

1. JOINT POWERS

This Agreement does not establish a separate legal entity as contemplated by § SDCL 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by the COUNTIES and the STATE. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased for use for this Agreement.

2. STATE PROJECT

The STATE and the COUNTIES concur in the proposal for the new construction or improvement of streets identified by South Dakota Federal Aid Construction Project Number PH 6353(232) PCN 06UL, referred to in this Agreement as the "STATE PROJECT." The STATE PROJECT is located on 464th Avenue at the Minnehaha County and Lake County Line. The STATE PROJECT consists of Horizontal Curve Realignment.

3. CONTRACT PROCUREMENT

The STATE will hire a consultant to design the STATE PROJECT. The design of the STATE PROJECT will meet STATE standards. The STATE will review and approve the plans, advertise, let to contract, award, inspect, and be the contracting party for the STATE PROJECT. The STATE will provide construction engineering for the STATE PROJECT through STATE forces, or a consultant selected by the STATE. If a consultant is retained, the STATE will execute and administer the contracts and work orders for construction engineering services for the STATE PROJECT.

4. COUNTY RESPONSIBILITIES

- A. The COUNTIES will each acquire all right-of-way needed for the STATE PROJECT prior to the letting, according to the Code of Federal Regulations (CRF), Title 49, Part 24.
- B. The COUNTIES will each certify to the STATE at least sixty (60) days prior to the letting notice to contractors that right-of-way has been acquired, encroachments removed, and utilities relocated, as necessary, for the construction of the STATE PROJECT.

5. FINANCIAL RESPONSIBILITY

- A. The STATE PROJECT is eligible for the Roadway Safety Improvement (RSI) Federal Funding.
- B. The estimated cost of the STATE PROJECT is Two Million Two Hundred Thousand Dollars (\$2,200,000). A combination of STATE funds and federally eligible RSI funds will be used to pay ninety percent (90%) of the federally eligible STATE PROJECT costs, which represents the STATE'S share including RSI funding. The combined amount of STATE funds and federally eligible RSI funds is currently estimated at One Million Nine Hundred Eighty Thousand Dollars (\$1,980,000).

- C. The COUNTIES will pay ten percent (10%) of the total cost of the STATE PROJECT, which is currently estimated at Two Hundred Twenty Thousand Dollars (\$220,000) and represents the COUNTIES match. Minnehaha County will pay Eighty-Seven and Five Tenths percent (87.5%) of the COUNTIES match, which is currently estimated at One Hundred Ninety-Two Thousand Five Hundred Dollars (\$192,500). Lake County will pay Twelve and Five Tenths percent (12.5%) of the COUNTIES match, which is currently estimated at Twenty-Seven Thousand Five Hundred Dollars (\$27,500).
- D. Actual costs will be based upon bid amounts and final quantities.
- E. The STATE will bill the COUNTIES for progress payments for the COUNTIES match based on the amount of work completed and accepted. The COUNTIES will each make these progress payments to the STATE within thirty (30) days of billing.

6. Maintenance

The COUNTIES will maintain ownership and will be responsible for all maintenance of each COUNTIES respective roadways as noted in Paragraph 2, which includes, but is not limited to, the following:

- A. Snow removal;
- B. Pavement markings;
- C. Guardrail maintenance;
- D. Repairs and improvements;
- E. Permanent signing;
- F. Drainage;
- G. Access management;
- H. Utility management; and,
- I. Compliance with the American with Disabilities Act requirements.

7. INDEMNIFICATION

The COUNTIES will indemnify the STATE, its officers, agents, and employees against all actions, suits, damages, liability, or other proceedings that arise as a result of performance under this Agreement. This section does not require the COUNTIES to be responsible for or defend against claims or damages arising from errors or omissions of the STATE, its officers, agents, or employees.

8. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the COUNTIES will not discriminate against any employee, or applicant for employment, because of race, religions, color, sex, disability, or national origin. Such actions will include but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The COUNTIES will provide services in compliance with the Americans With Disabilities Act of 1990, and any amendments.

9. AMENDMENT PROVISION

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties.

10. TERMINATION

The STATE may terminate this Agreement on thirty (30) days' written notice. If the COUNTIES breaches any of the terms or conditions of this Agreement, the STATE may terminate this Agreement at any time with or without notice. If the Agreement is terminated due to a breach by the COUNTIES, the COUNTIES will be obligated to reimburse the STATE for the entire cost of the STATE PROJECT. The COUNTIES' obligation to reimburse the STATE will survive termination of this Agreement.

11. CERTIFICATION REGARDING LOBBYING

The COUNTIES certify, to the best of COUNTIES' knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the COUNTIES, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above-mentioned parties, the COUNTIES will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The COUNTIES will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty or not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

12. EMPLOYEE STATUS

Any officer, employee, or agent engaged in joint action under this Agreement will remain an employee with his or her agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

13. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

The COUNTIES (i) understand neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the Minnehaha County and Lake County hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

14. SIGNATURE AUTHORITY

The COUNTIES have designated its County Commission Chairperson as an authorized representative and has empowered the Chairperson with the authority to sign this Agreement on behalf of the COUNTIES. A copy of the Commission minutes or resolution authorizing the execution of this Agreement by the Chairperson as an authorized representative is attached to this Agreement as **Exhibit A**.

By signature of their representatives below, each party certifies that approval of this Agreement by ordinance, resolution, or other appropriate means has been obtained by that party's governing body or officer pursuant to SDCL § 1-24-3 and § 1-24-6.

Minnehaha County, South Dakota

By: _____

Printed Name: _____

Its: County Commission Chairperson

Date: _____

Attest:

By: _____

Printed Name: _____

County Auditor/Clerk

(COUNTY SEAL)

By signature of their representatives below, each party certifies that approval of this Agreement by ordinance, resolution, or other appropriate means has been obtained by that party's governing body or officer pursuant to SDCL § 1-24-3 and § 1-24-6.

Lake County, South Dakota

By: 

Printed Name: Adam Leighton

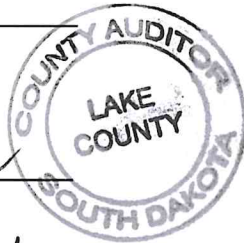
Its: County Commission Chairperson

Date: 11-18-25

Attest:

By: 

Printed Name: Paula Barrick



County Auditor/Clerk

(COUNTY SEAL)



Minnehaha County

November 25, 2025

TO: Minnehaha County Commissioners
FROM: Jacob Maras, Highway Superintendent
RE: Consider a Motion to Authorize the Chair to Sign a Permanent Easement for Drainage and Utility Purposes between Minnehaha County and LJH Land, LLP for State Project P-PT 0011(145)183-PCN 05V6

ACTION REQUESTED: Consider a Motion to Authorize the Chair to Sign a Permanent Easement for Drainage and Utility Purposes between Minnehaha County and LJH Land, LLP.

The SDDOT will replace two structures on SD Highway 11 next year. As part of this project, the SDDOT obtained a permanent easement for drainage and utility purposes between Minnehaha County and LJH Land LLP in the parcel of land described as the W1/2 of the SW1/4 of Section 11, Township 102 North, Range 48 W. of the 5th P.M. There is no cost to Minnehaha County for obtaining this 0.67 acre easement.



Strong Foundation. Strong Future.

Submitted by Department Head/Official to State's Attorney on 011/05/2025 by JM
Returned by State's Attorney to Department Head/Official on 11/06/2025 by *SAW*
SAO approval: *SAW* returned for editing/comments: ___
Submitted by Department Head/Official to Commission Office on ___/___/___ by ___
Placed on Commission Agenda for ___/___/___ by _____, Commission Office

**PERMANENT EASEMENT FOR DRAINAGE AND UTILITY PURPOSES
BETWEEN
MINNEHAHA COUNTY AND LJH LAND, LLLP**

**STATE PROJECT
P-PT 0011(145)183 - PCN 05V6**

DOTRW-71 (1-16)

PERMANENT EASEMENT FOR DRAINAGE AND UTILITY PURPOSES

Project No. P-PH 0011(145)83 PCN No. 05V6 Parcel No. 5A
County Minnehaha

This Easement by and between Minnehaha County acting by and through its
County Commission hereinafter referred to as the GRANTEE, and
LJH Land, LLLP hereinafter referred to as the OWNER, Witnesseth:

WHEREAS the GRANTEE is desirous of constructing and maintaining a drainageway improvement and other utilities, and the OWNER is desirous of cooperating with the GRANTEE in the construction of said drainageway improvement to his mutual benefit upon the following real property hereinafter described as:

The W1/2 SW1/4 of Section 11, Township 102 North, Range 48 West of the 5th P.M., except railroad right of way in the SW1/4, except County Auditor's Lot H2 in the SW1/4 and except Lot H1 in the W1/2 SW1/4, Minnehaha County, South Dakota. Permanent Easement containing 0.67 acres (29191 sq. ft.), more or less, as shown on the attached Exhibit A.

DOTRW-71 (1-16)

NOW, THEREFORE, in total consideration of \$ Permanent Easement Compensation is included in the total consideration shown on the State Right of Way Agreement for easements, improvements and damages, the OWNER hereby grants to the GRANTEE a Perpetual Easement for drainage and other utility purposes, and for the maintenance of said drainageway improvement, in accordance with the project plans and specifications now on file. The GRANTEE may use all necessary easement area upon said real estate for the proper construction of said drainage improvement.

The OWNER grants permission to the GRANTEE, its agents, representatives, assigns, or any Contractor employed by the GRANTEE to enter upon the above described premises and make upon such premises such changes as are found necessary for the proper construction and maintenance thereof. It is agreed and understood that all the areas used shall be sloped, graded and restored as is practicable in the construction of said drainage improvement and left in a neat and workmanlike manner.

THE OWNER, his heirs, successors, or his assigns shall not interfere with or disturb the construction work within the easement area without express approval of the GRANTEE.

THE FOLLOWING AGREEMENTS mutually agreed upon by and between the parties hereto are made a binding part of this agreement:

THE OWNER grants permission to the GRANTEE to enter upon the above described property to commence construction upon signing of this AGREEMENT.

IN WITNESS WHEREOF the OWNER has executed this easement this 31 day of Oct, 2025.

LJH LAND, LLLP

BY: Joann B. Heggen
IT'S: Partner

BY: Lee D. Heggen
IT'S: Partner

ACKNOWLEDGEMENT FOLLOWS

PARTNERSHIP ACKNOWLEDGMENT

STATE OF South Dakota)
) SS
COUNTY OF Minnehaha)

On this the 31st day of October, 2025, before me,
Matt Thompson, a notary public, personally
appeared Leo D. Heggen and Joanne B. Heggen, who
acknowledged himself/herself to be the Partners,
of LJH LAND, LLLP, and that he/she, as such officer, being authorized so to
do, executed the foregoing instrument for the purposes therein contained, by
signing the name of the partnership by himself/herself as such officer.

In witness whereof I hereunto set my hand and official seal.

(SEAL)



Matt Thompson
Notary Public
My Commission Expires: 1-2-2030

The above and foregoing Agreement approved this _____ day of _____, 20____.

Right of Way Authorized Representative

Minnehaha County

November 25, 2025

TO: Minnehaha County Commissioners
FROM: Jacob Maras, Highway Superintendent
RE: Consider a Motion to Authorize the Chair to Sign a Permanent Easement for Drainage and Utility Purposes between Minnehaha County and Heggen Living Trust for State Project P-PT 0011(145)183-PCN 05V6

ACTION REQUESTED: Consider a Motion to Authorize the Chair to Sign a Permanent Easement for Drainage and Utility Purposes between Minnehaha County and Heggen Living Trust.

The SDDOT will replace two structures on SD Highway 11 next year. As part of this project, the SDDOT obtained a permanent easement for drainage and utility purposes between Minnehaha County and Heggen Living Trust in the parcel of land described as the W1/2 of the NW1/4 of Section 14, Township 102 North, Range 48 W. of the 5th P.M. There is no cost to Minnehaha County for obtaining this 0.63 acre easement.



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Submitted by Department Head/Official to State's Attorney on 011/05/2025 by JM
Returned by State's Attorney to Department Head/Official on 11/06/2025 by *JW*
SAO approval: *JW* returned for editing/comments: ___
Submitted by Department Head/Official to Commission Office on ___/___/___ by ___
Placed on Commission Agenda for ___/___/___ by _____, Commission Office

**PERMANENT EASEMENT FOR DRAINAGE AND UTILITY PURPOSES
BETWEEN
MINNEHAHA COUNTY AND HEGGEN LIVING TRUST**

**STATE PROJECT
P-PT 0011(145)183 - PCN 05V6**

DOTRW-71 (1-16)

PERMANENT EASEMENT FOR DRAINAGE AND UTILITY PURPOSES

Project No. P-PH 0011(145)83 PCN No. 05V6 Parcel No. 2A
County Minnehaha

This Easement by and between Minnehaha County acting by and through its County Commission hereinafter referred to as the GRANTEE, and Leo and Joanne Heggen Living Trust hereinafter referred to as the OWNER, Witnesseth:

WHEREAS the GRANTEE is desirous of constructing and maintaining a drainageway improvement and other utilities, and the OWNER is desirous of cooperating with the GRANTEE in the construction of said drainageway improvement to his mutual benefit upon the following real property hereinafter described as:

The W1/2 NW1/4 of Section 14, Township 102 North, Range 48 West of the 5th P.M., except railroad right of way in the NW1/4, except County Auditor's Lot H2 in the NW1/4 and except Lot H1 therein, Minnehaha County, South Dakota. Permanent Easement containing 0.63 acres (27347 sq. ft.), more or less, as shown on the attached Exhibit A.

DOTRW-71 (1-16)

NOW, THEREFORE, in total consideration of \$ See Right of Way Agreement for easements, improvements and damages, the OWNER hereby grants to the GRANTEE a Perpetual Easement for drainage and other utility purposes, and for the maintenance of said drainageway improvement, in accordance with the project plans and specifications now on file. The GRANTEE may use all necessary easement area upon said real estate for the proper construction of said drainage improvement.

The OWNER grants permission to the GRANTEE, its agents, representatives, assigns, or any Contractor employed by the GRANTEE to enter upon the above described premises and make upon such premises such changes as are found necessary for the proper construction and maintenance thereof. It is agreed and understood that all the areas used shall be sloped, graded and restored as is practicable in the construction of said drainage improvement and left in a neat and workmanlike manner.

THE OWNER, his heirs, successors, or his assigns shall not interfere with or disturb the construction work within the easement area without express approval of the GRANTEE.

THE FOLLOWING AGREEMENTS mutually agreed upon by and between the parties hereto are made a binding part of this agreement:

THE OWNER grants permission to the GRANTEE to enter upon the above described property to commence construction upon signing of this AGREEMENT.

IN WITNESS WHEREOF the OWNER has executed this easement this 31 day of Oct, 2015.

Leo D. Heggen, Trustee Of the
Leo and Joanne Heggen Living Trust

Leo D. Heggen
Name of Person

Joanne B. Heggen, Trustee of the
Leo and Joanne Heggen Living Trust

Joanne B. Heggen
Name of Person

ACKNOWLEDGMENT FOLLOWS

TRUST ACKNOWLEDGMENT

State of South Dakota)
) SS
County of Minnehaha)

On this the 31st day of October, 2025, before me, Matt Thompson, a Notary Public, has personally appeared,

Leo D. Heggen and Joanne B. Heggen, who acknowledged himself/herself to be the Trustee(s) of the Leo and Joanne Heggen Living Trust, and that he/she, as such Trustee(s), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Trust by himself/herself as Trustee.

In witness whereof I hereunto set my hand and official seal.

(SEAL)



Matt Thompson
Notary Public
My Commission Expires: 1-2-2030

The above and foregoing Agreement approved this ___ day of _____, 20__.

Authorized Representative of City/County

Minnehaha County

November 25, 2025

TO: Minnehaha County Commissioners
FROM: Jacob Maras, Highway Superintendent
RE: Consider a Motion to Authorize the Chair to Sign a Right-of-Way Purchase Agreement Ljh Land, LLLP for State Project P-PT 0011(145)183-PCN 05V6

ACTION REQUESTED: Consider a Motion to Authorize the Chair to Sign a Right-of-Way Purchase Agreement Ljh Land, LLLP

The SDDOT will replace two structures on SD Highway 11 next year. As part of this project, major grading will occur, and the elevation of County Highway 130 (258th Street) will be raised approximately 10 feet. This grade raise has obligated the SDDOT to purchase additional right-of-way. The SDDOT drafted the attached document and completed negotiations. There is no cost to Minnehaha County for the transfer of this 0.13 Acres lying in the SW corner of SD 11 and County Highway 130.



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Submitted by Department Head/Official to State's Attorney on 011/05/2025 by JM
Returned by State's Attorney to Department Head/Official on 11/06/2025 by *GAN*
SAO approval: *GAN* returned for editing/comments: ____
Submitted by Department Head/Official to Commission Office on __/__/__ by ____
Placed on Commission Agenda for __/__/__ by _____, Commission Office

**RIGHT OF WAY AGREEMENT
BETWEEN
MINNEHAHA COUNTY AND LJH LAND, LLLP**

**STATE PROJECT
P-PT 0011(145)183 - PCN 05V6**

RIGHT OF WAY AGREEMENT (CITY/COUNTY)

Project No. P-PT 0011(145)83 PCN No. 05V6 Parcel No. 1A
County Minnehaha

This AGREEMENT for highway right of way and facilities entered into by the undersigned hereinafter referred to as Grantor, to the County of Minnehaha South Dakota, hereinafter referred to as Grantee, witnesseth: WHEREAS, the Grantee contemplates the construction, operation and maintenance of highway facilities on the above described project, as described by plans; and; WHEREAS, a portion of the right of way for such highway is located over and across the real property hereinafter described as:

Lot H4 in the E1/2 NE1/4 of Section 15, Township 102 North, Range 48 West of the 5th P.M., except County Auditor's Lot H2 in the NE1/4 NE 1/4 and except Lot H1 therein, Minnehaha County, South Dakota. Lot H4 containing 0.13 acre (5607 sq. ft.), more or less.

; and;

WHEREAS, the Grantor has this date conveyed an interest in the above described real property to the Grantee.

NOW, THEREFORE, it is expressly covenanted, agreed and understood by the parties hereto, as follows:

(1) This AGREEMENT shall be in full force and effect until such highway is disposed of in accordance with the law and;

(2) That the following special agreements mutually agreed upon by and between the parties hereto are made a binding part of this AGREEMENT:

(3) Conditions relating to temporary easement areas on Grantor's property are contained in a separate Temporary Easement Agreement

; and;

(4) That the Grantor by deliverance herewith of the properly executed deed conveying the above described property to the Grantee, and upon receipt of payment of the above amount by the Grantor from the Grantee, or its agent, less any deductions necessary to satisfy any liens or encumbrances necessary to guarantee a good and sufficient title to the Grantee, the Grantee shall be released from any claims of damages accruing or alleging to accrue to the adjacent property of the Grantor, his successors or assigns, by virtue of the construction, operation and maintenance of said highway

; and;

(5) That Grantor, his heirs, successors or assigns, shall not interfere with or disturb any of such above described highway facility, or portion thereof, without express approval of the Grantee, or its duly authorized representative empowered to grant such approval, and then only under the conditions as designated by the Grantee or its duly authorized representative. The Grantee shall have the right of ingress or egress to enter upon abutting property when necessary to maintain drainage structures until the right of way is no longer used for highway purposes.

RIGHT OF WAY AGREEMENT (CITY/COUNTY)

Project No. P-PT 0011(145)83 PCN No. 05V6 Parcel No. 1A
County Minnehaha

This AGREEMENT for highway right of way and facilities entered into by the undersigned hereinafter referred to as Grantor, to the County of Minnehaha South Dakota, hereinafter referred to as Grantee, witnesseth:
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WHEREAS, a portion of the right of way for such highway is located over and across the real property hereinafter described as:

Lot H4 in the E1/2 NE1/4 of Section 15, Township 102 North, Range 48 West of the 5th P.M., except County Auditor's Lot H2 in the NE1/4 NE 1/4 and except Lot H1 therein, Minnehaha County, South Dakota. Lot H4 containing 0.13 acre (5607 sq. ft.), more or less.

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Minnehaha County

November 25, 2025

TO: Minnehaha County Commissioners
FROM: Susan Beaman, Finance & Budget Officer
RE: Consider a Motion to Authorize Annual Emergency Management Inter-Fund Transfer

ACTION REQUESTED: Motion to authorize a transfer of \$292,330 from the General Fund to the Emergency Management Fund.

The 2025 budget provided for a transfer from the General Fund to the Emergency Management Fund in the amount of \$292,330. Although this item was approved as part of the County budget, you are required to take board action to authorize the transfer. This is a routine action that occurs annually.

Federal grant funds are the only source of revenue for the Emergency Management Fund. The balance of the Emergency Management budget is covered with General Fund dollars.

It is the recommendation of the Auditor's Office that you authorize a transfer of the budgeted amount of \$292,330 to ensure there are adequate cash reserves in the Emergency Management Fund.

Thank you for your consideration

cc: Joe Bosman, Jason Gearman



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Minnehaha County

November 25, 2025

TO: Minnehaha County Commissioners
FROM: Tom Greco, Commission Administrative Officer
RE: Consider Motion to Approve a Resolution Authorizing the Minnehaha County
Commission Chair to Execute Documents for Closing

ACTION REQUESTED: Approve Resolution Authorizing the Minnehaha County Commission Chair to Execute Documents for Closing

On October 7, 2025, the Commission authorized the conveyance of real estate to the City of Sioux Falls for the Minnesota Avenue Phase II Construction Project. The closing for the conveyance of the property is scheduled for Tuesday, November 25, 2025. First Dakota Title has requested that the County furnish a resolution expressly authorizing the Commission Chair to sign the closing documents.



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RESOLUTION MC 25-_____
RESOLUTION AUTHORIZING THE MINNEHAHA COUNTY
COMMISSION CHAIR TO EXECUTE DOCUMENTS FOR CLOSING

WHEREAS, on October 7, 2025, the Minnehaha County Commission has agreed to convey to the City of Sioux Falls the following described real property:

Lot H1 in the West 100 feet of Lot 1 in Block 1 of J.L. Phillips Addition to the City of Sioux Falls, Minnehaha County, South Dakota.
Said Lot H1 containing 0.004 acres (153 sq. ft.) more or less.

Lots H1 in Lots 1-9 in Block 19 of Brookings and Edmunds Addition to the City of Sioux Falls, Minnehaha County, South Dakota.
Said Lot H1 in Lot 1 in Block 19 containing 0.008 acres (350 sq. ft.) more or less.
Said Lot H1 in Lot 2 in Block 19 containing 0.012 acres (511 sq. ft.) more or less.
Said Lot H1 in Lot 3 in Block 19 containing 0.010 acres (441 sq. ft.) more or less.
Said Lot H1 in Lot 4 in Block 19 containing 0.010 acres (441 sq. ft.) more or less.
Said Lot H1 in Lot 5 in Block 19 containing 0.011 acres (475 sq. ft.) more or less.
Said Lot H1 in Lot 6 in Block 19 containing 0.012 acres (509 sq. ft.) more or less.
Said Lot H1 in Lot 7 in Block 19 containing 0.010 acres (441 sq. ft.) more or less.
Said Lot H1 in Lot 8 in Block 19 containing 0.010 acres (441 sq. ft.) more or less.
Said Lot H1 in Lot 9 in Block 19 containing 0.010 acres (441 sq. ft.) more or less.

WHEREAS, the Minnehaha County Commission has approved the sale as set forth above, and the Commission Chairman is authorized to sign the Purchase Agreement and Warranty Deed therefor.

WHEREAS, the closing on the transfer of the above-described real property from Minnehaha County to the City of Sioux Falls is scheduled for Tuesday, November 25, 2025; and

NOW, THEREFORE, BE IT RESOLVED by the Minnehaha County Board of Commissioners that the Commission Chair is authorized to execute any necessary additional documents required for closing the real estate transaction involving the between Minnehaha County and City of Sioux Falls;

AND BE IT FURTHER RESOLVED, that this Resolution be placed on file with the Minnehaha County Auditor, and a copy attached to any copy of the closing documents prepared by the closing agent.

Dated this _____ day of November, 2025.

BOARD OF COUNTY COMMISSIONERS

Chair

ATTEST:

County Auditor