



Brookings County Commission Meeting
Brookings City & County Government Center
520 3rd Street, Brookings, SD
Chambers, Suite 310 (3rd Floor)

1. 8:30 AM Call to Order on Tuesday, February 3, 2026

2. Pledge of Allegiance

3. Approval of Agenda

Action: Motion to Approve, Request Comments, Voice Vote

4. Recognition of Employee Anniversaries

- A. Dave Biteler: 10 years in January
- B. Melanie Kindt: 10 years in February
- C. Shelly Larson: 10 years in February
- D. Ben Rentsch: 5 years in February
- E. Kristen Witchey: 20 years in February

5. Invitation for a Citizen to schedule time on the Commission Agenda for an item not listed.

There is a five (5) minute time limit per person. Anyone wanting to speak during this agenda item must sign in prior to the start of the meeting. No commission action will be taken during this agenda item. Any requested action item may be scheduled for a future meeting date.

6. Consent Agenda Items

Action: Motion to Approve, Note Consent Agenda Items, Request Comments, Roll Call

A. Minutes

Documents:

[01-20-2026 County Commission minutes.pdf](#)

B. Travel & Education Requests

Documents:

[Travel Requests.pdf](#)

C. Personnel Action Notices

D. Cellular Authorizations

E. Human Services Report

Documents:

[Human Services Report.pdf](#)

7. Routine Business

A. Approval of Claims

Action: Motion to Approve, Comments, Roll Call

Documents:

[2.3.26 CLAIMS.pdf](#)

B. Department Head Reports

i. Brookings County Outdoor Adventure Center

Documents:

[BCOAC Report.pdf](#)

8. Scheduled Agenda Items

A. 9:00 AM - Todd Kays, Executive Director of First District Association of Local Governments, Annual Presentation

Documents:

[First District Report.pdf](#)
[First District Presentation.pdf](#)

B. 10:00 AM - Recess as the Brookings County Board of County Commissioners

C. Convene as the Brookings County Drainage Board

i. Drainage Board Meeting

a. Discussion on the Medary Township Big Sioux River Diversion Channel - Dike Reestablishment Project

Documents:

[Drainage Board Report.pdf](#)
[Banner - Scoping Letter.pdf](#)
[Conservation District Letter.pdf](#)
[Behrend Letter.pdf](#)
[Keppen Letter.pdf](#)
[Lesnar Letter.pdf](#)
[Voss Letter.pdf](#)

b. Action on a recommendation for how to proceed with this project

ii. Adjourn as the Brookings County Drainage Board

D. Reconvene as the Brookings County Board of County Commissioners

9. Regular Business

- A. Action to approve Resolution #26-06: a Resolution for Brookings County Bridge Inspection Program for use with SDDOT Retainer Contracts.

Action: Motion to Approve, Comments, Roll Call

Documents:

[Res 26-06 Bridge Inspection.pdf](#)

- B. Action to approve Agreement #26-09: a Combined Election Agreement between Brookings County and the Brookings School District.

Action: Motion to Approve, Comments, Roll Call

Documents:

[Agr 26-09 Election - School District.pdf](#)

- C. Action to approve Abatement #26-01: an abatement application made by Kenneth Fideler for parcel #36025-01400-001-00 in the amount of \$207.75.

Action: Motion to Approve, Comments, Voice Vote

Documents:

[Abatement 26-01.pdf](#)

- D. Action to approve a late application for the assessment freeze for elderly and disabled for parcel #06980-11050-062-00 in the amount of \$22.66.

Action: Motion to Approve, Comments, Voice Vote

Documents:

[Assessment Freeze App.pdf](#)

- E. Action to approve Change Order #1 for project: Structure and Approach Grading - SN 06-280-172, PCN 08F4, a decrease of \$41,368.

Action: Motion to Approve, Comments, Roll Call

Documents:

[Change Order 1, SN 06-280-172.pdf](#)

- F. Action to approve Change Order #1 for project: Structure and Approach Grading - SN06-320-118, PCN 08X0, a decrease of \$7,691.86.

Action: Motion to Approve, Comments, Roll Call

Documents:

[Change Order 1, SN06-320-118.pdf](#)

- G. Action to approve the pricing and acceptance for the Tracer SC+ Upgrade from Trane for the Brookings County Outdoor Adventure Center in the amount of \$7,950.

Action: Motion to Approve, Comments, Roll Call

Documents:

[Trane Tracer SC Pricing, Acceptance.pdf](#)

- H. Approval of 2026 Highway Bids:

Action: DO EACH MOTION SEPERATELY - Motion to Approve, Comments, Roll Call

Documents:

[Highway Bid Tabs.pdf](#)

[2026 Annual Bid Recommendations.pdf](#)

- i. Action to award the bid for ¾" crushed gravel on all items listed from Bowes Construction, Brookings, SD; and Sterzinger Crushing, Taunton, MN.
 - ii. Action to award the bid for #250 crushed quartzite rip rap "Class A," #150 erosion stone crushed quartzite, 1" x #4 crushed quartzite "Class A," crushed quartzite ballast #4, 3/8" pea rock, and icing sand on all items listed from L.G. Everist, Sioux Falls, SD.
 - iii. Action to award the bid for HR class asphalt on all items listed from Bowes Construction, Brookings SD, and Duininck, Prinsburg, MN (Watertown, SD).
 - iv. Action to award the bid for asphalt patching on all items listed from Bowes Construction, Brookings, SD.
 - v. Action to award the bid for road oil – CRS2-P emulsion and CSS1H-3:1 emulsion, MC-70 asphalt, on all items listed from Jebro Inc., Sioux City, IA.
 - vi. Action to award the bid for Fold and Form PVC/UV CIPP on all items listed from Subsurface, Inc., Moorhead, MN.
 - vii. Action to award the bid for Aggregate Base Stabilizer on all items listed from Team Laboratory Chemical Corp., Detroit Lakes, MN.
 - viii. Action to award the bid for equipment rentals on all items listed from Equipment Share, Sioux Falls, SD, Holloway Construction, Parker, SD, and Meyer Services Inc., Volga, SD.
- I. Approval of 2025 Highway Bid Agreements:

Action: DO EACH MOTION SEPERATELY - Motion to Approve, Comments, Roll Call

Documents:

[Highway Purchase Agreements.pdf](#)

- i. Action to approve Agreement #26-10: an agreement with Bowes Construction, Inc. of Brookings, SD, for ¾" gravel.
 - ii. Action to approve Agreement #26-11: an agreement with Sterzinger Crushing of Taunton, MN, for ¾" crushed gravel.
 - iii. Action to approve Agreement #26-12: an agreement with L.G. Everist of Brookings, SD, for natural cover aggregate: #250 crushed quartzite rip rap "Class A," #150 erosion stone crushed quartzite, 1" x #4 crushed quartzite "Class A," crushed quartzite ballast #4, 3/8" pea rock, and icing sand.
 - iv. Action to approve Agreement #26-13: an agreement with Bowes Construction of Brookings, SD for HR class asphalt.
 - v. Action to approve Agreement #26-14: an agreement with Duininck, Prinsburg, MN (Watertown, SD) for HR class asphalt.
 - vi. Action to approve Agreement #26-15: an agreement with Bowes Construction, Inc. of Brookings SD for asphalt patching.
 - vii. Action to approve Agreement #26-16: an agreement with Jebro Inc. of Sioux City, IA for CRS2-P emulsion, CSS1H-3:1 emulsion, and MC-70 asphalt.
 - viii. Action to approve Agreement #26-17: an agreement with Subsurface Inc. of Moorhead, MN for fold and form PVC/UV CIPP.
 - ix. Action to approve Agreement #26-18: an agreement with Team Laboratory Chemical Corp., Detroit Lakes, MN for aggregate base stabilizer.
- J. Action to approve the updated Brookings County Strategic Plan.

Action: Motion to Approve, Comments, Voice Vote

Documents:

[Strategic Plan.pdf](#)

- K. Annual review of the South Dakota Open Meetings Laws per SDCL 1-25.

Action: Be it noted for minutes

Documents:

[Open Meeting Laws Guide.pdf](#)

10. Commission Department Director Report

Documents:

[Commission Dept Report.pdf](#)

- A. 2025 Year End Report

Documents:

[2025 Year in Review.pdf](#)

11. States Attorney's Office Report

A. Brookings County Statistics 2025

Documents:

[Brookings County Statistics 2025.pdf](#)

12. Commissioner Reports and Discussion Items

A. Correspondence Received

Documents:

[DANR to N6 Cattle Co - State Gen Permit App.pdf](#)
[DANR to Hammink - Amended Cert of Compliance.pdf](#)
[DANR to Hammink - As-Built Plans and Specs.pdf](#)
[DANR to N6 Cattle Co - 2017 Gen Permit, Amended Cert of Compliance.pdf](#)

13. Executive Session - in accordance with SDCL §1-25-2

Action: Motion to Enter into Executive Session, Voice Vote

Action: Chair Declares Board Out of Executive Session

14. Adjournment

Action: Motion to Approve, Voice Vote

15. Public Notices

- *February 5, Thursday: Mental Health First Aid Training, 8:00 AM - 5:00 PM, Dakota Nature Park, registration through United Way*
- *February 16, Monday: Offices closed in honor of the Presidents Day holiday*
- *February 18, Wednesday: 2026 Stronger Together, Building Assets for Brookings, a Day for Suicide Prevention, 8:00 AM - 1:00 PM, Dacotah Bank Center, registration through United Way*
- *February 26, Thursday: Towns & Townships Meeting, 10:00 AM, BCOAC*

NOTE: Individuals needing assistance, pursuant to the Americans with Disabilities Act, should contact Brookings County (605-696-8205) 48 hours in advance of the meeting to make necessary arrangements. The County of Brookings is responsive to requests for communication aids and the need to provide appropriate access and will provide alternative formats and accessible locations consistent with the Americans with Disabilities Act.

BROOKINGS COUNTY COMMISSION MEETING

TUESDAY, JANUARY 20, 2026

The Brookings County Board of County Commissioners met in regular session on Tuesday, January 20, 2026 with the following members present: Shawn Hostler, Kelly VanderWal, Larry Jensen and Doug Post. Dave Miller was absent.

CALL TO ORDER

Chairperson Hostler called the meeting to order at 8:30 a.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF AGENDA

Motion by Post, seconded by VanderWal to approve the agenda for the January 20, 2026 Commission Meeting as amended. All members voted "aye." Motion carried.

Be it noted, SDCL 1-25-2(1), for personnel was added to the Executive Session.

CITIZEN INVITATION

No one signed in to speak to the board.

CONSENT AGENDA ITEMS

Chairperson Hostler removed the minutes from the consent agenda.

Motion by Jensen, seconded by Post to approve the consent agenda items. Roll call vote: VanderWal "aye," Post "aye," Jensen "aye," Hostler "aye." Motion carried.

Travel & Education Requests: Sonia Mack to attend the NE 4-H Educators Collaboration on January 16th, February 18th and March 18th in Watertown; Sonia Mack to attend Chicks in the Classroom Programming at Deubrook Elementary School on February 4th, February 11th, February 18th, February 20th, and February 25th; Sonia Mack to attend In-school Programming at Cambridge Colony on February 26th, March 5th, March 26th, April 16th, April 30th and May 7th; Jacob Brehmer, Reid Squires and DeAnna Berke to attend the District 5 Quarterly Meeting on January 29th in Howard; Ben Rentsch to attend the Weed & Pest Conference 2026 on February 17th-22nd in Deadwood; Matt Pillar to attend the American Legion Washington Conference on March 1st - 4th in Washington D.C.

Personnel Action Notices: new hire- Part-time Correctional Officer Amanda Robbins at \$25.63, effective January 8, 2026; annual review- Destiny Euceda to \$26.14, effective February 1,

2026; annual review- Kim Huber to \$24.12, effective February 1, 2026; annual review- Gary Neyens to \$26.14, effective February 1, 2026.

Human Services Report: case #25-78 for burial was approved; case #25-79 for burial was approved; case #26-1 for rent & utilities was approved.

Motion by Post, seconded by VanderWal to approve the minutes from the January 6, 2026 Commission Meeting. Commission Department Director Stacy Steffensen said the minutes from the January 6th meeting had Commissioner VanderWal named as the Chairperson instead of Commission Hostler throughout the minutes. She said those minutes will be corrected and reposted to the county's website.

Roll call vote: Post "aye," Jensen "aye," VanderWal "aye," Hostler "aye." Motion carried.

ROUTINE BUSINESS

Approval of Claims

Motion by VanderWal, seconded by Post to approve the following claims. Roll call vote: Jensen "aye," VanderWal "aye," Post "aye," Hostler "aye." Motion carried.

A&B Business Inc, Copier Contract, \$89.67; Agwrx Cooperative, Patrol Vehicle Fuel, Brooco/Propane Tanks/White Shed, \$1,491.68; Allegra Print & Imaging, Envelopes, Cardstock, \$242.67; Amazon Capital Services, Deputy/Jail/Admin Supplies, Locking Cover Money Tray, \$81.94; AMP Electric Construction, Repair Damaged Wires-Weed Bldg, \$357.94; Artistic Custom Badges, Deputy Badges, \$1,641.40; Aurora Auto Body & Glass, Patrol Vehicle Repair, \$1,748.80; Auto Value Parts Stores, Relay/Clip/Brush Set/Fuse Holder/Super Glue/Broom/Red LED/Hd Flexible/Floor Absorbent, \$123.11; Avera Occupational Medicine, Lab Testing, \$37.70; Banner Associates, Prof Services-Medary Twp, Str06-280-172, Str06-320-118, 214th Feasability/H&H Study, Str06-240-123/141, Str06-227-230, \$14,298.00; Blackstrap Inc, Road Salt Load, \$13,814.63; Bozied Car Wash, Patrol Vehicle Carwashes, \$200.00; Brookings Area Transit Authority, Non-Mandated Funds, \$55,000.00; Brookings Area Crime Stoppers, Non-Mandated Funds, \$500.00; Brookings Auto Mall Inc, Bolts/Seals, \$98.48; Brookings City Utilities, Monthly Utilities/Fees, \$503.60; Brookings Co Conservation, Non-Mandated Funds, \$35,000.00; Brookings County Firefighters Association, Non-Mandated Funds, \$149,600.00; Brookings Engraving, Name Plates, \$25.00; Brookings Health System, Dec Blood Alcohol Testing, POD Supplies-Replace Expired/Used Items, \$5,708.96; Brookings Regional Growth Alliance, Non-Mandated Funds, \$35,000.00; Brookings-Deuel Rws, Bruce Shop, \$39.10; Bruttys Underground Sprinklers, Lawn Sprinkler Maintenance, \$501.00; Carquest Auto Parts Store, Transfer Pump, Cleaner Wax, Wash, Treat 10, Oil, Serp Belt, Coolant, Utility Lamp, Tool Kit, Flywheel Holder, Barrel Pump, Bumper, Fuse Monitor, Wall Charger/Cable, Cleaner/Degreaser, \$2,747.54; Center For Internet Security, Inc, CIS MDBR+, \$2,520.00; Century Business Products, Copier Contract, \$224.05; Century Link, Monthly Utilities/Fees, \$120.79; Champion Media, LLC, Publications, \$407.65; CHS, Fuel Statement, \$17,125.53; Cintas Corporation, Clothes, \$317.19; City Of Brookings, Shared Govt Center Expenses, \$17,393.89; City Of White, White Shop Utilities, \$110.33; Clites Electric Inc, Conduit To Fuel/Power To Diesel, \$3,597.41; Collier's Securities, Annual Cont Disclosure Service, \$400.00; Cook's Wastepaper & Recycling, Garbage/Waste Utilities, Main/White Shop, Jan 2026 Recycling/Courthouse Service, \$591.75; Crafcoc, Inc, Sealant Disposal Fee, \$100.00; Cummins Sales And Service, Generator Maintenance, \$1,501.43; Dakota Data Shred, Equipment Rental Fee 10/1-12/31, Paper Shredding Services, \$127.32; Dean Schaefer Court Reporting, Inv MI Hearings Court Reporter, \$135.00; Ecolab Pest Elimination, Monthly Pest Elimination, \$216.03; Eidsness Funeral Home, COP Burial, \$3,000.00; Einspahr

Auto Plaza, Patrol Vehicle Maint/Repairs, \$134.70; Environmental Systems Research Institute, Inc, ESRI Enterprise Agmt 1/1-12/31, \$49,275.00; Executive Mgmt Finance, Aug & Nov Charges, Microfilm Storage, \$127.73; Fast Threads, Deputy Equipment, \$286.70; Fastenal Company, Sdbrk196951 PB Dom P8, \$102.00; Fedex, Postage, \$19.06; First Bank & Trust, Jail Supplies, Deputy/Jail Fuel, \$3,042.88; First Bank & Trust, Mailchimp, Coffee With Vets, Fuel, Drug & Alcohol Clearing House, Supplies For Christmas Event, Envelopes & Page Dividers, Scheduler 1 Year Subscription, Facebook Ad, Vegas Flight/Shot Show/Hotel, Jotform Annual Subscription, Meeting Meal Supplies, Stamps, \$3,013.95; First District Association, FY26 1st/2nd Qtr Dues, \$27,167.93; Fite & Pierce Law Office, Court Appointed Attorney, \$696.00; Good Dog LLC, Replacement Ck#146440, \$120.00; Hillyard/Sioux Falls, Vacuum Replacement Charger, Bags For Vacuum Cleaner, Garbage Bag Liners, Toilet Paper, Paper Towels, \$634.61; Tim Hogan, Court Appointed Attorney, \$643.54; Hungerford Chiropractic, Instant Drug Testing, \$57.00; Idrive Inc, Remotepc Enterprise, \$299.50; Interstate Telecom. Coop, Jan 1-31 Phone Charges, Phones/Int/Long Distance, \$321.37; Jamie Jacobsma, COP Rent, \$650.00; Jebro Inc., Multiple Invoices, \$110,917.89; Karl Chevrolet, Patrol Vehicles, \$101,797.00; Katzer Concrete, Inc, Structure&Approach Grading Project, \$22,663.41; Kennedy Pier Knoff Loftus, LLP, CAA Inv MI Hearing, \$336.00; Kibble Equipment LLC, Female Coupler, \$151.80; Kimball Midwest, Shop Supplies, \$487.26; Kingbrook Rural Water, Sinai, COP Utilities, \$237.75; Knowink, LLC, Software Updates & Support, \$5,375.00; L&L Auto & Truck Parts, Patrol Vehicle Upfitting, \$34.98; Lewis & Clark Behavioral, BMI Intake, \$450.00; Lewis Drug Store, Inmate Lienable Medications, \$719.66; Lincoln County Auditor, Mult Mental Illness Expenses, \$2,191.82; Lowe's, Tax/GFCI, Salt Spreader & Salt, \$278.50; Lyle Signs Inc, Object Markers, B Series, Firemarker, Cross Traffic Signs, \$1,727.60; M&M Service, Patrol Vehicle Fuel, \$67.00; Martin Oil Company, Generator Fuel, Mobile Dte, \$726.75; Matheson Tri-Gas Inc, Cylinder Rental, \$55.45; Donald McCarty, Court Appointed Attorney, \$16,090.00; Mid-States Organized Crime Info Center, Yearly Membership, \$150.00; Midwest Glass, Adhesive&Install Glass, \$1,040.40; Midwest Petroleum Equipment, Dispenser Issue/Inop, \$559.00; Nancy J Nelson, Court Appointed Attorney, \$932.20; North American Truck & Trailer, Bushing/Bolt/Hex/Mount Kit, \$749.00; Northwestern Energy, Main&Truck Shops, Bata Garage, Natural Gas Service, \$2,779.06; Office Peeps Inc, Binders, Batteries, Post Its/Toner/Paper, Toner, Staples, Electric Stapler, Mouse Pad, \$2,366.63; OPG-3, Inc, OPG-3 Laserfiche, \$7,450.00; Orange Tree Employment, Background Checks, \$499.65; Otis Elevator Company, Courthouse Elev Maint Service, \$8,300.64; Outlaw Graphics, Vehicle Graphics-New Truck, \$87.50; Pennington County Sheriff, Inmate Shuttle Transportation, \$143.51; Perry Electric Inc, Inspection, \$137.70; South Dakota Public Health, Dec Blood Tests/Lab Services, \$2,815.00; Qualified Presort Service, Tax Notices/Postage, Mail Pick-Up, \$9,316.70; Razors Edge Grounds Keeping, Snow Removal, Dec CH Grounds Maintenance, \$9,210.00; RDO Equipment Co, Oil Scans, Wiper Blades, Switch, \$1,754.43; Research Park At SDSU, Non-Mandated Funds, \$70,000.00; Robby's Auto Shop, Patrol Vehicle Maint/Repairs, \$111.68; Rude's Funeral Home Inc, COP Burial, \$3,000.00; Running's Supply Inc, Mailbox/Grinder/Wheelbrush/ Coffee, Buckets, Ammo, Maintenance Items For CH, Ice Melt/Shovel, Deputy Supplies, Chalk Line Reel, Bench Grinder, Plugs, Coupler, Air Hose Hybrid, Faceshield, Steel Flats, Trailer Ball, Chain, Hook, Screws, Bits, Ratchet Strap, \$2,100.07; S.D. Assn. Co. Weed Bldg, Conference Registration, \$700.00; Safe-N-Secure, Weed/Hwy Sire&Labor, \$11,253.22; Sanford Health, Autopsy/Drug Test, \$1,341.00; SD Attorney General's Office, 24/7 Sobriety Program, \$1,245.00; SD Dept Of Revenue, Distress Warrant-Doop, \$1,506.58; SD Dept Of Revenue, Human Services, Development Center, Monthly MV, Birth & Death Fees, \$488,649.50; SD Dept Of Transportation, Cost Share Projects, \$5,977.48; SDACO, 2026 Membership Dues, Dec 2025 Relief Fund, \$3,673.65; SDSU Animal Disease Reseach And Diagnostic Laboratory, Rabies Test, \$77.60; Sioux Valley Energy, Sandpile/Bruce Shop/Sinai Shed, \$411.00; Super Com Inc, GPS Tracking, \$965.82; Teesdale Law Office PLLC, Court Appointed Attorney, \$558.00; Thomson Reuters - West, West Information Charges, Dec West Information Charges, \$1,482.24; Town Of Sinai, Dec Sewer/Jan Garbage, \$66.00; Trane US Inc, Train Contracted Equipment, \$25,270.00; Transwest Trucks Of Sioux

Falls, Shop Supplies, \$549.15; Trinity Services Group, Inc, Inmate Meal Services, \$7,978.95; Trittech Software System, Central Square Fee, \$1,920.00; Two Way Solutions Inc, Quarterly Maintenance Contract, \$800.00; Tyler Technologies, ACFR Statement Builder, \$4,671.36; Vandenberg Law, Court Appointed Attorney, \$3,106.25; Verizon, Fleet Tracking Subscription, \$95.88; When I Work Inc, Annual Plan, \$1,037.60; Winter Equipment Compan, Cutting Edges, \$20,160.00; WW Tire Service Inc, Patrol Vehicle Maint/Repairs, \$1,745.18; Brian Zielinski, Court Appointed Attorney, \$1,332.00.

Department Head Reports

Community Health Nurse Jen Burns said they continue to collaborate with Medicaid, local clinics, and the WIC program to enroll pregnant women in the Pregnancy Case Management Program. She said once enrolled, participants receive monthly visits that include prenatal education, emotional support, and monitoring of weight and blood pressure.

Burns said they continue to provide vaccines for childhood and adolescent aged children. She said they provide vaccines for children who are uninsured or covered by Medicaid. She said they also work closely with the Brookings School District on immunizations.

On October 1st, Burns said they received their annual flu vaccine supply. She said they partnered with SDSU to host a one-day flu clinic for state employees and their departments. She said they vaccinated 532 individuals.

Burns said they conducted school screenings for Sioux Valley and Deubrook School District. She said in September they conducted vision, hearing, and oral health screenings, including fluoride treatments for students with parental consent. She said they will go back there in February and March to discuss growth and development.

Highway Superintendent Brian Gustad said they reviewed US Highway 14 improvements, which will be a future project for the Department of Transportation. He said it will affect County Roads 5 and 7.

Gustad said, with the help of Commission Department Director Stacy Steffensen and HR Specialist Kristen Witchey, they were able to complete the Safety Manual for the Highway Department.

Gustad said the bid opening for annual supplies and materials will be Tuesday, January 27th at 2:30 p.m. VanderWal asked Gustad if he's ever done a traffic count on Caspian Road heading south. He said if a traffic count needs to be done, the request would have to come from the township.

Sheriff Marty Stanwick said there are 39 inmates in jail and 100 individuals participating in the 24/7 program. Stanwick said his deputies have been patrolling 214th Street a little more due to traffic complaints. Stanwick said deer accidents have been keeping his deputies busy.

County Development Director Robert Hill said he was invited to an upcoming Volga City Council Meeting to discuss Hazardous Materials reporting. Hill said the Civil Air Patrol is doing an exercise and the patrol asked Hill for potential missions. Hill said they will look at the Medary Township area, 214th Street and the S curves.

Hill said Otter Tail Power Company and Xcel Energy have partnered to develop the proposed PowerOn Midwest, which is a 765 kilovolt (kv) transmission line to serve customers. Hill said this is

not a CO2 pipeline; it's a valid power distribution line system. Hill said right now they are in the planning stage

Finance Officer Lori Schultz said there are seven (7) on sale-liquor licenses, all of which are being used, and six (6) off sale liquor licenses, with two being used.

Finance Officer's Report

The Finance Officer's Report for the month of December was presented to the board.

December 2025

Total amount of deposits in bank..... \$34,689,714.50
 Total amount of actual cash: Currency.....\$1,506.00
 Coins..... \$0.13
 Total amount of checks/drafts in Treasurer's possession not exceeding 3 days.... \$19,805.93
 Itemized list of all other items..... 105,611.45
 TOTAL.....\$34,816,638.01

Commission/HR/Veterans: \$48,948.16; Finance Office: \$37,900.75; States Attorney/Welfare: \$55,927.68; Equalization: \$37,899.48; Register of Deeds: \$14,970.76; Sheriff's Office: \$274,263.83; Coroner: \$861.26; Community Health: \$1,485.44; Extension: \$3,671.14; Weed: \$5,490.1; Planning/Zoning: \$11,679.26; Highway: \$93,223.16; Emergency Management: \$7,248.16; BCOAC: \$12,466.29; Technology: \$17,238.86.

AFLAC: \$7,033.40; Aveis: \$1,725.69; Office of Child Support: \$399.00; Delta Dental: \$9,722.34; Flex One: \$1,916.64; Principal Life Insurance: \$2,402.93; Local Teamsters: \$1,472.00; SDRS: \$79,989.20; SDRS Supplemental: \$4,425.00; EFTPS: \$136,910.15; Wellmark: \$120,031.01.

Be it noted, the Register of Deeds Statement of Fees collected for the month of December 2025 in the amount of \$41,548.50 was presented to the county commission.

Annual Be It Noted Items

2026 Wage Listing:

The following is the list of wages for Brookings County employees as of January 1, 2026, and are listed in accordance with SDCL 6-1-10.

2026 Brookings County Employee Wages - January 1, 2026					
Allen, Carter E.	\$		Johnson, Derrick N.	\$	Weese, Sarah M.
	26.14			92,335.00	\$
					25.36
Almos, Jayden M.	\$		Jorgensen, Karl R.	\$	Westall, Madison J.
	28.00			23.90	\$
					22.28

Anderson, Jeffery G.	\$ 40.10	Kindt, Melanie K.	\$ 24.37	Wilderson, Charles A.	\$ 34.22
Andresen, Michael J.	\$ 26.38	Knutson, David K.	\$ 29.44	Wiles, Kirk A.	\$ 23.65
Baatz, Kira W.	\$ 25.63	Kponyoh, Felicia A.	\$ 26.67	Witchey, Kristen L.	\$ 40.10
Baker, Jenna L.	\$ 30.35	Kreutner, Christine A.	\$ 29.75	Wooldridge, Michael A.	\$ 31.62
Barth, Bridget L.	\$ 27.49	Kriese, Jeremy	\$ 40.10	Wulf, Jay R.	\$ 26.38
Becker, Amanda L.	\$ 26.14	Krull, Warrin R.	\$ 25.63		
Beller, Jennifer J.	\$ 34.91	Kruse, Kristi M.	\$ 26.14		
Bender, Chloe E.	\$ 25.63	Langstraat, Manuel J.	\$ 42.61		
Berke, DeAnna M.	\$ 30.35	Larsen, Dane D.	\$ 36.32		
Biteler, David D.	\$ 97,987.00	Larson, Kimberly J.	\$ 24.37		
Bjordal, Suzanne M.	\$ 39.37	Larson, Kimberly L.	\$ 27.20		
Blanchette, Amber L.	\$ 24.37	Larson, Shelly L.	\$ 18.06		
Brandsrud, Rusty A.	\$ 30.63	Leen, Chandler D.	\$ 21.19		
Brehmer, Jacob E.	\$ 86,891.00	Luke, Alexander D.	\$ 32.89		
Broksieck, Jan M.	\$ 24.37	Maher, Angie D.	\$ 25.87		
Brutty, Anna L.	\$ 27.20	Maher, Rae Lynn	\$ 32.51		
Bublitz, David T.	\$ 32.55	Mette, Eric W.	\$ 31.91		
Buchholtz, Dennis H.	\$ 26.38	Mikulec, Sara J.	\$ 26.14		
Chapman, Beverly K.	\$ 95,935.00	Miller, Dave W.	\$ 24,338.40		
Chester, Thomas J.	\$ 37.09	Miller, Randy L.	\$ 30.67		
Christensen, Amy L.	\$ 32.85	Moser, Misty D.	\$ 33.51		
Christensen, Matt	\$ 32.89	Mulhair, Christopher A.	\$ 32.51		
Cramer, Lynn	\$ 34.86	Murray, Debra L.	\$ 21.19		
Cramer, Mandi L.	\$ 32.85	Nelson, Daniel C.	\$ 167,940.00		
DeJong, Darren J.	\$ 32.89	Ness, Paul R.	\$ 30.31		
Delaney, Michelle L.	\$ 30.31	Neyens, Gary J.	\$ 25.63		
Dicke, Aarick	\$ 28.04	Neyens, Kaden M.	\$ 26.14		

Drent, Dawson J.	\$ 28.04	Nordbye, Donald A.	\$ 25.63		
Dunkelberger, Geoffrey G.	\$ 26.14	Oxner, Austin J.	\$ 111,676.00		
Enz, Gregory J.	\$ 32.51	Pester, Nathan J.	\$ 27.49		
Erickson, Andrew	\$ 81,128.00	Pichura, Titus N.	\$ 25.63		
Erickson, David J.	\$ 11,346.57	Pillar, Matthew R.	\$ 30.07		
Erickson, Michael A.	\$ 32.51	Plowman, Shawn R.	\$ 46.12		
Euceda, Destiny J.	\$ 26.14	Poppen, Darrion K.	\$ 32.25		
Fee, Matthew D.	\$ 32.89	Post, Doug D.	\$ 24,338.40		
Foreman, Andrew R.	\$ 29.13	Rabchenia, Collin R.	\$ 26.14		
Fronk, Brandon V.	\$ 34.22	Radtke, Lisa M.	\$ 32.85		
Gabel, Kenneth L.	\$ 29.75	Reeser, Joshua D.	\$ 23.90		
Garza, Emmanuel	\$ 25.63	Reker, Donald J.	\$ 32.89		
Gay, James P.	\$ 30.63	Rentsch, Benjamin J.	\$ 25.87		
Giegling, Michael L.	\$ 40.10	Rodriguez, Tara	\$ 36.37		
Giesel, Chadley J.	\$ 27.49	Rue, Devlin M.	\$ 34.22		
Goertz, Amyah K.	\$ 25.63	Salvati, Joseph R.	\$ 77,157.00		
Guragai, Kritika	\$ 25.63	Schmidt, Matthew D.	\$ 25.63		
Gustad, Brian D.	\$ 108,186.00	Schulte, David D.	\$ 23.90		
Hansen, Amanda L.	\$ 25.63	Schultz, Lori A.	\$ 96,066.00		
Hansen, Jessica L.	\$ 24.37	Sneer, Rebecca A.	\$ 21.19		
Hardin, Samuel L.	\$ 31.62	Squires, Reid H.	\$ 35.61		
Harkness, Margaret E.	\$ 29.71	Stanwick, Martin E.	\$ 126,930.00		
Haug, Tim A.	\$ 26.14	Steen, Ashley L.	\$ 24.37		
Haugen, Richard L.	\$ 38.54	Steffensen, Stacy P.	\$ 110,349.00		
Heidemann, Terrance L.	\$ 25.87	Sunderland, Cody J.	\$ 40.96		
Hill, Robert W.	\$ 95,935.00	Teubert, Abigail R.	\$ 26.91		
Holder, Brendan W.	\$ 31.62	Thompson, Jack D.	\$ 29.17		

Hostler, Shawn M.	\$ 24,338.40	Thornton, Tonia A.	\$ 31.24		
Hotchkiss, Jay R.	\$ 21.19	Tjaden-Beutke, Ethan E.	\$ 26.14		
Huber, Kim S.	\$ 23.65	VanderWal, Kelly E.	\$ 24,338.40		
Hymans, Isabella A.	\$ 25.63	Walburg, Duane H.	\$ 31.62		
Jensen, Larry D.	\$ 24,338.40	Walsh, Melissa J.	\$ 28.56		
Jensen, Ryan J.	\$ 27.49	Warne, Alice N.	\$ 25.63		

Volunteers for Work Comp Purposes

The following individuals are BCOAC Range Safety Officers and are to be listed in the minutes for work comp purposes: Jon Anderson, Marilyn Bombeck, David Clark, Lucas Dailey, Duane Drew, Gary Englund, Kasper Frantzen, Stephen Haskell, Penny Jensen, Don Langum, Shari Layman, Ross McDougall, Bruce Olsen, Mark Penner, Allen Scott, Arden Sigl, Leo Stirling, Jeff VanGerpen, Carol Vavra, Paul Vavra, Merritt Warren, Rex Weiemer, Jeff West, Lindsay Wollmann.

The following individuals are members of the Brookings Radio Club, trained as Severe Weather Storm Spotters for Brookings County, and are listed in the minutes for work comp purposes: Bruce Bortnem, Dick Canaday, Tony Chmelar, Rebecca Chmelar, Don De Greef, Harlan Feldhus, Matthew Holden, Perry Johnson, Dave Larson, Aiden Moechnig, Greg Moir, Darel Palm, Dave Peterson, Keaton Spence, Rollie Thompson, Michael Lewis, Art Wilber, Wayne Williams, Brian Lewis.

REGULAR BUSINESS

Motion by Jensen, seconded by Post to approve and authorize Chairperson Hostler to sign Resolution #26-05: a Resolution Setting Weight Limit Enforcements on Brookings County Highways. Background information was provided by Highway Superintendent Brian Gustad. Roll call vote: VanderWal “aye,” Post “aye,” Jensen “aye,” Hostler “aye.” Motion carried.

RESOLUTION 26-05
A RESOLUTION SETTING WEIGHT LIMIT ENFORCEMENTS

WHEREAS, season climatic changes can be detrimental to our highways; and

WHEREAS, the Brookings County Board of County Commissioners desires the enforcement of weight limitations on Brookings County roads as set forth by the Brookings County Highway Superintendent.

NOW THEREFORE BE IT RESOLVED, the limit on Brookings County highways shall be set as seven (7) ton per axle on all asphalt surface roads when limit signs are in place; and

The South Dakota Highway Patrol be and hereby is authorized and requested to enforce weight limitations on Brookings County highways.

BE IT FURTHER RESOLVED that the penalty for the violation of the load restrictions shall be as set forth in SDCL 32-22-55.

Vote of the Brookings County Board of County Commissioners: Yea__4__ Nay__0__

Dated this 20th day of January 2026

Shawn Hostler
Chairperson
Brookings County Commission

ATTEST:

Lori Schultz
Finance Officer
Brookings County

Motion by Post, seconded by VanderWal to approve and authorize Chairperson Hostler to sign Agreement #26-08: an Enterprise Software Cost Share Agreement between Brookings County, the City of Brookings, and Brookings Municipal Utilities. Background information was provided by IT Support Specialist Shawn Plowman.

Roll call vote: VanderWal “aye,” Post “aye,” Jensen “aye,” Hostler “aye.” Motion carried.

SCHEDULED AGENDA ITEMS – 9:00 A.M.

Motion by VanderWal, seconded by Jensen to approve and authorize Chairperson Hostler to sign Ordinance #2026-01: an Ordinance Providing for the Adoption of the 2021 International Building Code and 2021 International Residential Code.

Chairperson Hostler opened the public hearing and called for proponents.

Background information was provided by County Development Director Robert Hill.

Chairperson Hostler called for opponents. Hearing none, Chairperson Hostler closed the public hearing.

Roll call vote: Post “aye,” Jensen “aye,” VanderWal “aye,” Hostler “aye.” Motion carried.

BROOKINGS COUNTY ORDINANCE NO. 2026-01
AN ORDINANCE PROVIDING FOR THE ADOPTION OF THE 2021 INTERNATIONAL
BUILDING CODE AND 2021 INTERNATIONAL RESIDENTIAL CODE

BE IT ORDAINED BY BROOKINGS COUNTY, SOUTH DAKOTA:

WHEREAS, Brookings County, South Dakota, has previously adopted the 2015 International Building Code and the 2015 International Residential Code by way of Brookings County Ordinance # 2014-02.

WHEREAS, the Brookings County Board of County Commissioners deems it necessary for the purpose of continuous promotion of health, safety, and the general welfare of the County, to adopt

the 2021 edition of the International Building Code and the 2021 edition of the International Residential Code.

THEREFORE, BE IT ORDAINED BY BROOKINGS COUNTY, SOUTH DAKOTA, that the 2021 editions of the International Building Code and the International Residential Code be adopted under the following provisions:

SECTION A.

1. The 2021 edition of the International Residential Code provides for regulation and means of governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of egress in Brookings County. This ordinance will assist in providing for the issuance of permits and collection of fees.
2. The 2021 edition of the International Building Code provides for regulation and means of governing the condition and maintenance of all property, buildings and structures, by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use, and also provides for the condemnation of buildings and structures in Brookings County. This Ordinance will assist in providing for the issuance of permits and collection of fees.

SECTION B.

1. The Building Codes will be available for inspection at the Brookings County Development Office, 520 3rd Street, Suite 110, Brookings, SD 57006, marked and designated as the International Residential Code, 2021 edition, including Appendix Chapters, and the International building Code, 2021 edition, including Appendix Chapters, both published by the International Code Council. The aforementioned Building Codes shall be and are hereby adopted as the Residential Code and Building Code of Brookings County, in the State of South Dakota, for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one and two family dwellings and multiple single family dwellings (townhomes) not more than three stories in height with separate means of egress; and also for regulating and governing the condition and maintenance of all property, buildings and structures, by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and for the condemnation of buildings and structures unfit for human occupancy and use and demolition of such structures. Both Codes will provide for the issuance of permits and collection of fees.
2. Each and all of the regulations, provisions, penalties, conditions and terms of said Residential Code and Building Code on file in the Brookings County Development Office are hereby referred to, adopted, and made a part hereof, as if fully set out in this Ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section B.3 of this Ordinance.
3. The following sections are hereby revised:

From the International Residential Code, 2021 edition:

Section R101.1 Title.

These provisions shall be known as the Residential Code for One-and Two-family Dwellings of Brookings County and shall be cited as such and will be referred to herein as “Residential Code.”

Section R301.2.1. Wind Limitations. Under Section R301, Design Criteria, is amended to read as follows:

Section R301.2.1 Wind Limitations. The minimum basic wind speed for determining design wind pressure at any site shall be 115 miles per hour.

Section 1609.1.2 Minimum Wind Loads. Under Section 1609, Wind Loads, is amended to read as follows:

Section 1609.1.2. Minimum Wind Loads. The minimum basic wind speed for determining design wind pressure at any site shall be 115 miles per hour.

Section R301.2.3. Snow Loads. Under Section R301, Design Criteria, and 1608.1, is amended to read as follows:

Section R301.2.3. Snow Loads. The building official has determined the minimum roof ground snow load to be 40 pounds per square foot.

Section 1608.1. General. Under Section 1608, Snow Loads, is amended to read as follows:

Section 1608.1. General. The building official has determined the minimum roof ground snow load to be 40 pounds per square foot.

Section R310.1. Emergency Escape and Rescue Opening Required. Under Section R310, Emergency Escape and Rescue Openings, is amended to include the following additional subsection:

Section R310.2.3 Maximum Height from floor. Emergency escape and rescue openings shall have the bottom of the clear opening not greater than 48 inches above the floor.

From the International Building Code, 2021 edition:

Section 101. Title.

These regulations shall be known as the Building Code of Brookings County, hereinafter referred to as “Building Code.”

Section 1612.3. Establishment of Flood Hazard Areas.

To establish flood hazard areas, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled, “The Flood Insurance Study for Brookings County,” dated April 23, 2025 as

amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

SECTION C.

1. That Brookings County Ordinances Nos. 2001-01, 2008-01, 2008-03, and #2014-02 and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION D.

1. That if any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Brookings County Commission hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION E.

1. That nothing in this Ordinance or in the Residential Code and Building Code hereby adopted shall be construed to affect any proceeding currently pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section C of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

SECTION F.

1. The Brookings County Finance Officer is hereby ordered and directed to cause this Ordinance to be published.

SECTION G.

1. That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted herein shall take effect on the twentieth day after its completed publication, unless suspended by operation of a referendum.

Adopted this 20th day of January 2026.

Shawn Hostler
Chairperson
Brookings County Commission

ATTEST:

Lori Schultz
Finance Officer
Brookings County

First Reading: January 6, 2026
Second Reading: January 20, 2026
Adopted: January 20, 2026
Publications: January 30, 2026
Effective Date: February 20, 2026

Jeff McCormick with SPN Helms Engineers & Surveyors discussed Elkton's water and sewer improvements. Currently, McCormick said they in Phase 3 of the project with a completion date of November 1st. He said the city has submitted a funding application for Phase 4 and the DANR will make a determination at the end of March. He said they are not ready to go to bid until they know the city has secured funding for the last phase.

Highway Superintendent Brian Gustad said it would be wise to start the design phase of 217th Street (North Drive) and 486th Avenue (Cornell Drive). He said this used to be a 4-way stop intersection and now it's just a 2-way stop intersection. Gustad said this would improve that as well as the railroad.

Motion by Jensen, seconded by Post to approve \$21,000 for the preliminary design phase in Agreement #26-07: a contract with SPN and Associates for professional services for the street reconstruction of 217th Street (North Drive).

Roll call vote: Jensen "aye," VanderWal "aye," Post "aye," Hostler "aye." Motion carried.

REGULAR BUSINESS

Motion by Post, seconded by Jensen to approve and authorize Chairperson Hostler to sign the Johnson Controls proposal for the Brookings City & County Government Center chiller and boiler replacement.

Roll call vote: VanderWal "aye," Post "aye," Jensen "aye," Hostler "aye." Motion carried.

Motion by Jensen, seconded by VanderWal to approve and authorize Chairperson Hostler to sign the "Request for State Aid for Salary of County Veterans Service Officer."

All members voted "aye." Motion carried.

Motion by Jensen, seconded by VanderWal to automatically supplement for unanticipated expenses incurred and reimbursement made to Brookings County in the amount of \$160,057.95, for reimbursement for the Samara Avenue Project, to GL line 201-4-311-4226.

All members voted "aye." Motion carried.

Commission Department Director Stacy Steffensen presented the Veteran's Service Officer Report and the Commission Department Director' Report. Steffensen said they received some updated information from Matt Brey, Area Engineer with the SDDOT, regarding safety mitigation measures discussed last year.

Steffensen said a request came in for funding from the Elkton Ambulance. She said they want to know if the county has any one-time funds to assist with building an ambulance garage. Hostler said he would like them to come to a meeting and provide a presentation. Jensen said he also agrees.

Steffensen discussed upcoming dates.

States Attorney Dan Nelson had nothing to report.

COMMISSIONERS' REPORTS & DISCUSSION ITEMS

Commissioner VanderWal said he attended the Volga Annual Fireman's Feed; attended the Highway 14 Improvement Drive-thru; and attended the Big Stone Brookings Powerline Presentation.

Commissioner Post attended the Republican's Meeting.

Commissioner Jensen met with Matt Brey; attended the Conservation District Meeting; and attended the Big Stone Brookings Powerline Presentation.

Commissioner Hostler attended the PPCC/POD Meeting; attended the Brookings Regional Growth Alliance; and attended the Republican's Meeting.

EXECUTIVE SESSION

Motion by Post, seconded by Jensen to enter into Executive Session at 9:43 a.m., in accordance with SDCL 1-25-2(1)(3), personnel and consulting with legal counsel.

Chairperson Hostler declared the board out of Executive Session at 10:12 a.m.

STRATEGIC PLAN REVIEW

Commission Department Director Stacy Steffensen reviewed the strategic plan with the board. Steffensen made a few recommendations for changes to the board.

ADJOURNMENT

Motion by Jensen, seconded by VanderWal to adjourn the meeting. All members voted "aye." Motion carried. The next regular scheduled meeting is Tuesday, February 3, 2026 at 8:30 a.m.

It is the policy of Brookings County, South Dakota not to discriminate against the Handicapped of Employment or the Provision of Service. The County of Brookings is responsive to requests for communication aids and the need to provide appropriate access, and will provide alternative formats and accessible locations consistent with the Americans with Disabilities Act.

JAIL TOUR

The board toured the Brookings County Detention Center.

Jenna Baker
Finance Specialist

Brookings County

Brookings County

Travel / Education Request Form

Name(s): Thomas Chester

Department Sheriffs Office.

Position(s) Deputy Sheriff

Travel/Education

Date(s)	Beginning Odometer	Ending Odometer	Destination
3/9/26 - 3/10/26			Mitchell PD

Reason for Travel: Overdose Investigations Training - Mitchell PD

Passengers Donald Baker

Estimated Expenses

- Method of Travel: County Vehicle _____ Private Auto
 - 117 miles @ \$ _____ /per mile = \$ 75.00 ✓
 - Meals:
 - 2 Breakfast @ \$ 6 = \$ 12
 - 2 Lunch @ \$ 14 = \$ 28
 - 1 Dinner @ \$ 20 = \$ 20
 - Additional Expenses (taxi, parking, etc)
 - Please list _____ = \$ _____
 - Lodging: 1 Estimated number of days/nights My Place = \$ 90.99
 - Registration ~~18~~ Estimated cost = \$ 0
- Total Cost Estimate = \$ 225.00

Department Head designated mileage rate: \$ _____ /per mile


Department Head Signature

1-26-26
Date

Brookings County

Travel / Education Request Form

Name(s): Lisa Radtke

Department: State's Attorney Office Position(s): Legal Assistant

Date(s)	Beginning Odometer	Ending Odometer	Destination
3/14/2026			Brookings- Washington D.C.
3/19/2026			Washington D.C.- Brookings

Reason for Travel:

Engage 2026

Passengers:

Estimated Expenses:

- Method of Travel: County Vehicle Private Auto
_____ Miles @ \$ _____ /per mile = \$ _____
 - Meals:
 - 5 Breakfast(s) @ \$ 10.00 = \$ 50.00
 - 4 Lunch(s) @ \$ 18.00 = \$ 72.00
 - 5 Dinner(s) @ \$ 28.00 = \$ 140.00
 - Additional Expenses (taxi, parking, etc.):
Please list: Airfare and additional Transportation = \$ 559.00
 - Lodging (Estimated number of nights): 5 nights = \$ 1,746.40
 - Registration (Estimated cost): _____ = \$ 1,199.00
- Total Cost Estimate:** = \$ 3,766.40

Department Head designated mileage rate: \$ _____ /per mile



Department Head Signature

1/22/26

Date

Travel/Education Request Form

Name(s) Eric Gustaf Randy Miller

Department Highway Dept. Position: Highway Supt.

Travel/Education

DATE(S)	BEGINNING ODOMETER	ENDING ODOMETER	DESTINATION
03-16 - 3-19			Deadwood, SD

Reason for Travel: Highway Superintendent's short course

Passengers:

Estimated Expenses:

• Method of Travel: County Vehicle Private Auto
 ___ Miles @ \$___/per mile = \$___

• Meals: ___ Breakfast @ \$___ = \$___
 ___ Lunch @ \$___ = \$___
 ___ Dinner @ \$___ = \$___

Employees will not be reimbursed for meals that are included in the registration fee.

• Additional Expenses (taxi, parking, etc):
 Please list _____ = \$___

• Lodging: 3 Estimated number of days/nights = \$ 800

• Registration 400 Estimated cost = \$ 400

Total Cost Estimate = 1200

Department Head designated mileage rate: \$___/per mile

• A travel advance form is attached to this request yes ___ no ___

[Signature]
 Department Head Signature

1-23-2026
 Date



2026 SHORT COURSE REGISTRATION FORM
THE LODGE AT DEADWOOD - MARCH 17-19, 2026

EARLY-REGISTRATION
DEADLINE IS POSTMARKED BY FEBRUARY 20, 2026

CONTACT INFORMATION

BUSINESS NAME Brookings County Hwy PHONE 605-696-8270
 PRIMARY CONTACT Brian Gustad EMAIL bgustad@brookingscountysd.gov
 ADDRESS 422 Western Ave CITY/STATE/ZIP Brookings County 57276

REGISTRATION

REGISTRATION TYPE	QUANTITY	PAID BY 2/20/2026	PAID AFTER 2/20/2026	TOTAL
COUNTY / GOVERNMENT ATTENDEE REGISTRATION		\$200 each	\$250 each	2
8-FT VENDOR BOOTH (INCLUDES ONE FREE CONFERENCE BADGE)		\$400 each	\$500 each	
ADDITIONAL VENDOR / CONSULTANT / CONTRACTOR (booth required)		\$200 each	\$250 each	
SPOUSE / SIGNIFICANT OTHER		\$50 each	\$75 each	
				8400

Attendance at conference functions requires registration. Registrants will be issued name badges, which are required for admittance to all functions.

NAMES FOR CONFERENCE BADGES

- Brian Gustad
- Bandy Miller
-
-
-
-
-
-

SPONSORSHIP LEVELS

Diamond - \$5000 Platinum - \$2500 Gold - \$1000 Silver - \$500

Optional Designation of Sponsorship: GENERAL MEALS BREAK KEYNOTE

PAYMENT TYPE

Credit Card Check - Make payable to SDACHS Purchase Order No.

Credit Card Number	Exp. Date	Security Code
Name on Card	Signature	Phone Number
Address	City, State	Billing Zip Code

* A 3.6% convenience fee will be assessed to each credit card transaction. Large sponsorship payment – Check only!

Choose the meals you plan to participate in: Attendee / Vendor Meals: Wednesday Breakfast Wednesday Lunch
 Wednesday Banquet Thursday Breakfast

Spouse Meals: Wednesday Breakfast Wednesday Lunch Wednesday Banquet Thursday Breakfast

Mall Completed Registration Form and payment to: SDACHS, Brian Gustad, Secretary/Treasurer
422 Western Ave, Brookings, SD 57006

Registration forms with credit card or purchase order payment method may be emailed to:
bgustad@brookingscountysd.gov

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

Invoice

BILL TO:
Brookings County 422 Western Ave Brookings SD 57006

SHIP TO:

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

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	2026 NACE Dues		1	525.00	525.00
	2026 SDACHS Dues		1	75.00	75

BALANCE DUE

\$600.00

Travel / Education Request Form

Name(s): Thomas Chester

Department Sheriffs Office.

Position(s) Deputy Sheriff

Travel/Education

Date(s)	Beginning Odometer	Ending Odometer	Destination
<u>4/7/26 - 4/9/26</u>			<u>Deadwood Grand</u>

Reason for Travel: sex offender conference

Passengers _____

Estimated Expenses

- Method of Travel: County Vehicle _____ Private Auto
 - 429 miles @ \$____/per mile = \$ 150⁰⁰
- Meals:
 - 2 Breakfast @ \$ 6 = \$ 12
 - 2 Lunch @ \$ 14 = \$ 28
 - 3 Dinner @ \$ 20 = \$ 60
- Additional Expenses (taxi, parking, etc)
Please list _____ = \$ _____
- Lodging: ~~_____ Estimated number of days/nights~~ = \$ staying @ parents place
- Registration ~~40~~ Estimated cost = \$ 0
- Total Cost Estimate = \$ 250⁰⁰

Department Head designated mileage rate: \$ _____ /per mile

M. E. Hamer
Department Head Signature

1-26-26
Date

BROOKINGS COUNTY STATES ATTORNEY

Human Services - Commission Report

Printed on January 27, 2026

Referance #	Request	Recommendation	Reason	Disposition	Date	Time	With Involvement Types
HSV26-2	RENT	Denied	Criteria Not Met		01/12/26	09:35	
HSV26-4	RENT	Denied	Criteria Not Met		01/14/26	09:46	
HSV26-6	UTILITIES	Approved	Application Approved		01/21/26	08:29	

Total Records: 3

VENDOR SET: 01 Brookings County
PACKET: 03497 2/3/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 111 COMMISSIONERS

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202601237587	101-4-111-4250	COPIER CONTRACT		237.07
01-12410	PITNEY BOWES	I-202601237593	101-4-111-4267	POSTAGE MACHINE RENTAL		114.00
01-22073	RFD NEWSPAPERS INC	I-202601237604	101-4-111-4230	PUBLICATIONS		1,715.25
01-22964	AMAZON CAPITAL SERVICES	I-202601237600	101-4-111-4260	FOLDERS FOR VSO, BINDERS, PEN HANGING FILE FOLDERS, TAPE, PAPER, STAMP, ROBERT'S RULES OF ORDER		62.15
01-22965	NORTH AMERICAN BANKING	I-202601237597	101-4-111-4267	POSTAGE MACHINE RENTAL		360.00
DEPARTMENT 111 COMMISSIONERS					TOTAL:	2,488.47

VENDOR SET: 01 Brookings County
PACKET: 03497 2/3/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 120 ELECTIONS

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-21606	CLUBHOUSE HOTEL & SUITE	I-202601237639	101-4-120-4270	3 ROOMS-AUDITOR ELECTION WRKS		672.00
DEPARTMENT 120 ELECTIONS					TOTAL:	672.00

VENDOR SET: 01 Brookings County
 PACKET: 03497 2/3/26 CLAIMS
 FUND : 101 GENERAL FUND
 DEPARTMENT: 130 JUDICIAL SYSTEM

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-1	ELIZA BARRON	I-202601237649	101-4-130-4280	ELIZA BARRON: REPLACEMENT CK		10.00
01-11300	PATRICIA J HARTSEL	I-202601237621	101-4-130-4226	TRANSCRIPTS		788.40
01-11453	HY-VEE FOOD STORE	I-202601237603	101-4-130-4280	REFRESHMENTS/SUPPLIES		24.26
01-12602	RICK RIBSTEIN	I-202601237605	101-4-130-4222	CAA JUV24-95		6,095.00
01-12602	RICK RIBSTEIN	I-202601237615	101-4-130-4222	CAA CRI24-164		1,104.00
01-12602	RICK RIBSTEIN	I-202601237625	101-4-130-4222	CAA CRI20-45		300.00
01-13262	VANDENBERG LAW	I-202601237634	101-4-130-4222	CAA CRI25-67		2,640.00
01-17926	TIM HOGAN	I-202601237626	101-4-130-4222	CAA CRI25-542		1,578.00
01-17926	TIM HOGAN	I-202601237627	101-4-130-4222	CAA CRI25-106		2,369.99
01-17926	TIM HOGAN	I-202601237628	101-4-130-4222	CAA CRI25-253		1,608.00
01-17926	TIM HOGAN	I-202601237629	101-4-130-4222	CAA JUV23-1		5,116.44
01-20985	FITE & PIERCE LAW OFFIC	I-202601267684	101-4-130-4222	CAA CRI25-395		876.80
01-22039	JENNIFER GOLDAMMER	I-202601237631	101-4-130-4222	CAA CRI25-827		444.00
01-22039	JENNIFER GOLDAMMER	I-202601237632	101-4-130-4222	CAA CRI25-627		751.80
01-22039	JENNIFER GOLDAMMER	I-202601237633	101-4-130-4222	CAA CRI25-93		312.40
01-22522	TEREE A NESVOLD	I-202601237606	101-4-130-4222	CAA CRI25-529		564.00
01-22522	TEREE A NESVOLD	I-202601237607	101-4-130-4222	CAA CRI25-214		2,533.80
01-22522	TEREE A NESVOLD	I-202601237608	101-4-130-4222	CAA CRI24-867		612.00
01-22522	TEREE A NESVOLD	I-202601237609	101-4-130-4222	CAA CRI25-505		690.00
01-22522	TEREE A NESVOLD	I-202601237610	101-4-130-4222	CAA CRI25-428		3,574.00
01-22522	TEREE A NESVOLD	I-202601237611	101-4-130-4222	CAA CRI25-32		1,614.00
01-22522	TEREE A NESVOLD	I-202601267680	101-4-130-4222	CAA CRI25-145		1,182.00
01-22522	TEREE A NESVOLD	I-202601267681	101-4-130-4222	CAA CRI25-656		774.00
01-22522	TEREE A NESVOLD	I-202601267682	101-4-130-4222	CAA CRI25-307		594.00
01-22522	TEREE A NESVOLD	I-202601267683	101-4-130-4222	CAA MAG25-173		918.00
01-22777	STACIA JACKSON	I-202601237612	101-4-130-4222	CAA CRI24-319		1,206.40
01-22777	STACIA JACKSON	I-202601237613	101-4-130-4222	CAA CRI25-546		1,164.40
01-22777	STACIA JACKSON	I-202601267677	101-4-130-4222	CAA CRI25-563, 733, 834		1,182.00
01-22777	STACIA JACKSON	I-202601267678	101-4-130-4222	CAA CRI25-197		816.40
01-22777	STACIA JACKSON	I-202601267679	101-4-130-4222	CAA CRI25-697		1,164.00
01-23596	ALLI CUMMINGS GAUER	I-202601237614	101-4-130-4222	CAA CRI25-796		252.00
01-23596	ALLI CUMMINGS GAUER	I-202601237623	101-4-130-4222	CAA CRI25-740		1,002.00
01-23596	ALLI CUMMINGS GAUER	I-202601237624	101-4-130-4222	CAA CRI25-876		276.00

DEPARTMENT 130 JUDICIAL SYSTEM TOTAL: 44,138.09

VENDOR SET: 01 Brookings County
PACKET: 03497 2/3/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 143 FINANCE OFFICE

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202601237601	101-4-143-4250	COPIER CONTRACT		125.95
01-10012	A&B BUSINESS INC	I-202601237636	101-4-143-4250	COPIER CONTRACT		125.95
01-12261	OFFICE PEEPS INC	I-202601237635	101-4-143-4260	FOLDERS, STAPLES		118.49
01-22073	RFD NEWSPAPERS INC	I-202601237604	101-4-143-4230	PUBLICATIONS		1,950.00
DEPARTMENT 143 FINANCE OFFICE					TOTAL:	2,320.39

VENDOR SET: 01 Brookings County
PACKET: 03497 2/3/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 151 STATES ATTORNEY

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202601237571	101-4-151-4260	COPIER CONTRACT		22.60
01-10012	A&B BUSINESS INC	I-202601237579	101-4-151-4260	NEW COPIER		8,275.00
01-12801	SD STATE'S ATTORNEYS AS	I-202601237578	101-4-151-4220	ASSOCIATION FEES		2,173.60
DEPARTMENT 151 STATES ATTORNEY					TOTAL:	10,471.20

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 03497 2/3/26 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 161 COUNTY BUILDING

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10354	BROOKINGS CITY UTILITIE	I-202601237598	101-4-161-4280	CH/CH LAWN IRRIGATION/COMM HE		1,664.70
01-10354	BROOKINGS CITY UTILITIE	I-202601237598	101-4-161-4283	CH/CH LAWN IRRIGATION/COMM HE		268.60
01-10354	BROOKINGS CITY UTILITIE	I-202601277687	101-4-161-4280	PHONE SERVICE		180.28
				COURTHOUSE FIRE ALARM/ELEV PHONE, FINANCE OFFICER, EMERGENCY MANAGEMENT		
01-10792	DEN-WIL INC	I-202601237591	101-4-161-4241	FEB COMMUNITY HEALTH RENT		1,050.00
01-11016	FASTENAL COMPANY	I-202601237599	101-4-161-4260	FILTERS FOR COURTHOUSE		241.38
01-12236	NORTHWESTERN ENERGY	I-202601237595	101-4-161-4280	CH NATURAL GAS USAGE		12.00
01-12236	NORTHWESTERN ENERGY	I-202601237650	101-4-161-4280	MONTHLY UTILITIES/FEES		1,381.74
01-12931	SIOUX VALLEY CLEANERS I	I-202601237589	101-4-161-4250	JAN JANITORIAL FOR WIC		442.00
01-20143	CITY OF BROOKINGS	I-202601237648	101-4-161-4243	SHARED GOVT CENTER EXPENSES/ VERIZON		30,892.80
01-23468	VIRCHOW DRYWALL & PLAST	I-202601237588	101-4-161-4250	REPLASTER WALLS/CEILINGS-CH		2,000.00
DEPARTMENT 161 COUNTY BUILDING					TOTAL:	38,133.50

VENDOR SET: 01 Brookings County

PACKET: 03497 2/3/26 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 162 DIRECTOR OF EQUALIZATION

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202601237580	101-4-162-4220	COPIER CONTRACT		133.04
DEPARTMENT 162 DIRECTOR OF EQUALIZATI TOTAL:						133.04

VENDOR SET: 01 Brookings County
PACKET: 03497 2/3/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 163 REGISTER OF DEEDS

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12261	OFFICE PEEPS INC	I-202601237640	101-4-163-4250	TONER		119.00
DEPARTMENT 163 REGISTER OF DEEDS					TOTAL:	119.00

VENDOR SET: 01 Brookings County
PACKET: 03497 2/3/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 165 VETERAN'S SERVICE

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22964	AMAZON CAPITAL SERVICES	I-202601237600	101-4-165-4260	FOLDERS FOR VSO, BINDERS, PEN HANGING FILE FOLDERS, TAPE, PAPER, STAMP, ROBERT'S RULES OF ORDER		47.86
DEPARTMENT 165 VETERAN'S SERVICE					TOTAL:	47.86

VENDOR SET: 01 Brookings County
PACKET: 03497 2/3/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 171 INFORMATION TECHNOLOGY

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-19603	MEDIACOM LLC	I-202601237592	101-4-171-4221	COURTHOUSE WIFI		191.94
01-21754	SHI INTERNATIONAL CORP	I-202601237596	101-4-171-4221	VEEAM BACKUP&SUBSCRIPTION		4,040.57
01-23197	CENTER FOR INTERNET SEC	I-202601237585	101-4-171-4221	ANTIVIRUS		6,600.00
DEPARTMENT 171 INFORMATION TECHNOLOGY TOTAL:						10,832.51

VENDOR SET: 01 Brookings County
PACKET: 03497 2/3/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 172 HUMAN RESOURCES

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22964	AMAZON CAPITAL SERVICES	I-202601237600	101-4-172-4260	FOLDERS FOR VSO, BINDERS, PEN HANGING FILE FOLDERS, TAPE, PAPER, STAMP, ROBERT'S RULES OF ORDER		66.78
01-23516	ASURE OPERATIONS, LLC	I-202601237590	101-4-172-4230	JOBS-HIRECLICK/UNLIMITED JOBS		149.00
DEPARTMENT 172 HUMAN RESOURCES					TOTAL:	215.78

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 03497 2/3/26 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 211 SHERIFF'S OFFICE

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10541	CENTURY BUSINESS PRODUC	I-202601237656	101-4-211-4250	MONTHLY UTILITIES/FEES		81.28
01-10918	EINSPAHR AUTO PLAZA	I-202601237660	101-4-211-4251	PATROL VEHICLE MAINT/REPAIRS		107.45
01-18134	WALBURG, DUANE	I-202601237652	101-4-211-4221	ANIMAL CONTROL MILEAGE		65.79
01-18134	WALBURG, DUANE	I-202601237653	101-4-211-4221	ANIMAL CONTROL MILEAGE		48.45
01-20143	CITY OF BROOKINGS	I-202601237648	101-4-211-4268	SHARED GOVT CENTER EXPENSES/ VERIZON		1,032.24
01-22242	AXON ENTERPRISE INC	I-202601237658	101-4-211-4268	BODY CAMERAS		16,978.68
01-22623	ROBBY'S AUTO SHOP	I-202601237663	101-4-211-4251	JAIL/PATROL VEHICLE MAINT/REP		72.84
01-22796	AURORA QUICK STOP	I-202601237666	101-4-211-4265	DEPUTY FUEL WHILE PUMPS DOWN		1,624.36
01-22964	AMAZON CAPITAL SERVICES	I-202601237665	101-4-211-4261	DEPUTY/ADMIN/JAIL SUPPLIES		111.58
01-22983	DEVLIN RUE	I-202601267686	101-4-211-4260	BOOT REIMBURSEMENT		169.99
01-23597	PRINT MASTERS	I-202601237667	101-4-211-4261	ENVELOPES/ACCIDENT REPORT FOR		251.20

DEPARTMENT 211 SHERIFF'S OFFICE TOTAL: 20,543.86

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 03497 2/3/26 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 212 COUNTY JAIL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10354	BROOKINGS CITY UTILITIE	I-202601237655	101-4-212-4280	MONTHLY UTILITIES/FEES		4,651.40
01-10541	CENTURY BUSINESS PRODUC	I-202601237656	101-4-212-4250	MONTHLY UTILITIES/FEES		265.75
01-10895	ECOLAB PEST ELIMINATION	I-202601237662	101-4-212-4250	PEST CONTROL-JAIL		100.59
01-12236	NORTHWESTERN ENERGY	I-202601237650	101-4-212-4280	MONTHLY UTILITIES/FEES		4,145.21
01-12666	RUNNING'S SUPPLY INC	I-202601237657	101-4-212-4250	SOFTENER SALT		98.64
01-22465	IDEMIA IDENTITY & SECUR	I-202601237659	101-4-212-4341	FINGERPRINT MACHINE		2,727.00
01-22623	ROBBY'S AUTO SHOP	I-202601237663	101-4-212-4251	JAIL/PATROL VEHICLE MAINT/REP		1,249.37
01-22964	AMAZON CAPITAL SERVICES	I-202601237665	101-4-212-4260	DEPUTY/ADMIN/JAIL SUPPLIES		54.40
01-23137	AVERA MEDICAL	I-202601237664	101-4-212-4263	INMATE LIENABLE CLINICAL VISI		100.00
DEPARTMENT 212 COUNTY JAIL					TOTAL:	13,392.36

VENDOR SET: 01 Brookings County
PACKET: 03497 2/3/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 213 CORONER

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-23131	RIVER VALLEY FORENSIC S	I-202601237654	101-4-213-4220	POSTMORTEM EXAMINATION		600.00
DEPARTMENT 213 CORONER					TOTAL:	600.00

VENDOR SET: 01 Brookings County
PACKET: 03497 2/3/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 223 DRAINAGE COMMISSION

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202601237630	101-4-223-4250	COPIER CONTRACT		19.14
01-22964	AMAZON CAPITAL SERVICES	I-202601237600	101-4-223-4260	FOLDERS FOR VSO, BINDERS, PEN HANGING FILE FOLDERS, TAPE, PAPER, STAMP, ROBERT'S RULES OF ORDER		27.09
DEPARTMENT 223 DRAINAGE COMMISSION					TOTAL:	46.23

VENDOR SET: 01 Brookings County
PACKET: 03497 2/3/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 411 WELFARE

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10354	BROOKINGS CITY UTILITIE	I-202601237622	101-4-411-4252	COP UTILITIES		420.00
DEPARTMENT 411 WELFARE					TOTAL:	420.00

VENDOR SET: 01 Brookings County
PACKET: 03497 2/3/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 433 ICAP

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-11486	INTER-LAKES COMMUNITY A	I-202601237586	101-4-433-4290	1ST QTR 2026-NUTRITION MATCH		5,579.25
01-11486	INTER-LAKES COMMUNITY A	I-202601237586	101-4-433-4292	1ST QTR 2026-NUTRITION MATCH		1,125.00
DEPARTMENT 433 ICAP					TOTAL:	6,704.25

VENDOR SET: 01 Brookings County
PACKET: 03497 2/3/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 441 BEHAVIORAL HEALTH

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10390	BROOKINGS HEALTH SYSTEM	I-202601237576	101-4-441-4220	IVC		600.00
01-10390	BROOKINGS HEALTH SYSTEM	I-202601237577	101-4-441-4220	IVC		600.00
01-21605	KATTERHAGEN, MARK	I-202601237617	101-4-441-4220	INV MI HEARING		20.00
01-23085	VAL LARSON	I-202601237616	101-4-441-4220	INV MI HEARING		20.00
01-23220	FOX LAW FIRM, PLLC	I-202601237618	101-4-441-4290	CAA INV MI HEARINGS		195.57
DEPARTMENT 441 BEHAVIORAL HEALTH					TOTAL:	1,435.57

1/28/2026 2:11 PM DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
VENDOR SET: 01 Brookings County
PACKET: 03497 2/3/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 444 ECMH-CD

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ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10886	BROOKINGS BEHAVIORAL HE	I-202601237620	101-4-444-4290	NON-MANDATED FUNDS		250,000.00
					DEPARTMENT 444 ECMH-CD	TOTAL: 250,000.00

VENDOR SET: 01 Brookings County
PACKET: 03497 2/3/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 512 HISTORICAL MUSEUM

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10365	BROOKINGS COUNTY HISTOR	I-202601237584	101-4-512-4290	NON-MANDATED FUNDS		5,000.00
DEPARTMENT 512 HISTORICAL MUSEUM					TOTAL:	5,000.00

VENDOR SET: 01 Brookings County
PACKET: 03497 2/3/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 528 BCOAC

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10354	BROOKINGS CITY UTILITIE	I-202601267672	101-4-528-4280	BCOAC UTILITIES/IRRIGATION		1,547.20
01-10541	CENTURY BUSINESS PRODUC	I-202601267671	101-4-528-4250	COPIER CONTRACT		128.28
01-21901	AMP ELECTRIC CONSTRUCTI	I-202601267673	101-4-528-4250	STRIPE LIGHT INSTALL/SERVICE		101.46
01-22964	AMAZON CAPITAL SERVICES	I-202601267670	101-4-528-4260	MEDICAL KITS		56.85
01-23204	C&R FIRE SUPPRESSION db	I-202601267685	101-4-528-4250	ANNUAL INSPECTION, RECHARGE, VALVE REBUILD		83.05
DEPARTMENT 528 BCOAC					TOTAL:	1,916.84

VENDOR SET: 01 Brookings County
PACKET: 03497 2/3/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 611 COUNTY EXTENSION

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10784	DELL MARKETING LP	I-202601237594	101-4-611-4350	DELL PRO SLIM QCS1250		879.12
01-12261	OFFICE PEEPS INC	I-202601267674	101-4-611-4260	DESKPAD CALENDAR		5.85
DEPARTMENT 611 COUNTY EXTENSION					TOTAL:	884.97

VENDOR SET: 01 Brookings County
PACKET: 03497 2/3/26 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 615 WEED CONTROL

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10354	BROOKINGS CITY UTILITIE	I-202601237643	101-4-615-4281	WATER FOR TRUCK SHED		124.82
01-10354	BROOKINGS CITY UTILITIE	I-202601277688	101-4-615-4280	TELEPHONE FOR OFFICE		214.87
01-12236	NORTHWESTERN ENERGY	I-202601237642	101-4-615-4281	NATURAL GAS FOR TRUCK SHED		310.86
DEPARTMENT 615 WEED CONTROL					TOTAL:	650.55

VENDOR SET: 01 Brookings County
 PACKET: 03497 2/3/26 CLAIMS
 FUND : 101 GENERAL FUND
 DEPARTMENT: 711 PLANNING & ZONING

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10012	A&B BUSINESS INC	I-202601237630	101-4-711-4250	COPIER CONTRACT		57.43
01-11453	HY-VEE FOOD STORE	I-202601237637	101-4-711-4262	ZONING MEETING REFRESHMENTS		11.98
01-21502	STEVEN UST	I-202601237581	101-4-711-4221	INSPECTIONS		1,300.00
01-21502	STEVEN UST	I-202601237582	101-4-711-4221	INSPECTIONS		1,100.00
01-21502	STEVEN UST	I-202601237583	101-4-711-4221	INSPECTIONS		1,000.00
01-22964	AMAZON CAPITAL SERVICES	I-202601237600	101-4-711-4260	FOLDERS FOR VSO, BINDERS, PEN HANGING FILE FOLDERS, TAPE, PAPER, STAMP, ROBERT'S RULES OF ORDER		81.28
DEPARTMENT 711 PLANNING & ZONING						TOTAL: 3,550.69
FUND 101 GENERAL FUND						TOTAL: 414,717.16

VENDOR SET: 01 Brookings County

ITEMS PRINTED: PAID, UNPAID

PACKET: 03497 2/3/26 CLAIMS

FUND : 201 ROAD & BRIDGE FUND

DEPARTMENT: 311 HIGHWAY ADMINISTRATION

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10354	BROOKINGS CITY UTILITIE	I-202601237644	201-4-311-4280	WESTERN AVE/SWIFTEL		1,343.70
01-11439	TRUENORTH STEEL	I-202601237575	201-4-311-4250	CULVERTS BROOKINGS CO ROAD 1		600.00
01-11884	MACKSTEEL	I-202601237573	201-4-311-4260	FLAT BAR/STAINLESS SHEET/ STEEL PLATES		969.13
01-12778	SDACHS	I-202601237646	201-4-311-4270	SHORT COARSE REGISTRATION		400.00
01-12778	SDACHS	I-202601237647	201-4-311-4270	SDACHS DUES		600.00
01-13291	VERIZON WIRELESS	I-202601237645	201-4-311-4280	TOUGHBOOK USB HWY DEPT TABLET		80.14
01-17061	ANDERSON, JEFF G.	I-202601237641	201-4-311-4260	BOOT REIMBURSEMENT		250.00
01-22569	INFINITE WELDING AND MA	I-202601237572	201-4-311-4250	FIFTH WHEEL PLATE REBUILD		472.50
01-23461	AXESS COOPERATIVE	I-202601237574	201-4-311-4260	LP GAS		611.20

DEPARTMENT 311 HIGHWAY ADMINISTRATION TOTAL: 5,326.67

FUND 201 ROAD & BRIDGE FUND TOTAL: 5,326.67

VENDOR SET: 01 Brookings County
PACKET: 03497 2/3/26 CLAIMS
FUND : 207 E-911 FUND
DEPARTMENT: 225 911 SERVICES

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-20143	CITY OF BROOKINGS	I-202601237602	207-4-225-4220	NOVEMBER 2025 E911		47,828.97
					DEPARTMENT 225 911 SERVICES	TOTAL: 47,828.97
					FUND 207 E-911 FUND	TOTAL: 47,828.97

VENDOR SET: 01 Brookings County
PACKET: 03497 2/3/26 CLAIMS
FUND : 226 EMERGENCY MANAGEMENT
DEPARTMENT: 222 EMERGENCY & DISASTER SERV

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-20466	AT&T MOBILITY	I-202601267676	226-4-222-4250	NIGHTHAWK MIFI MOBILE WIFI		1.00
01-23003	BROOKINGS REGIONAL BUIL	I-202601267675	226-4-222-4291	EXHIBITOR REGISTRATION		450.00

DEPARTMENT 222 EMERGENCY & DISASTER S TOTAL: 451.00

FUND 226 EMERGENCY MANAGEMENT TOTAL: 451.00

VENDOR SET: 01 Brookings County
PACKET: 03497 2/3/26 CLAIMS
FUND : 248 24/7 PROGRAM
DEPARTMENT: 212 24/7 PROGRAM

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-11500	INTOXIMETERS INC	I-202601237661	248-4-212-4260	DEPUTY SUPPLIES		898.00
				DEPARTMENT 212 24/7 PROGRAM	TOTAL:	898.00
				FUND 248 24/7 PROGRAM	TOTAL:	898.00

1/28/2026 2:11 PM DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
VENDOR SET: 01 Brookings County
PACKET: 03497 2/3/26 CLAIMS
FUND : 301 COUNTY BUILDING FUND
DEPARTMENT: 161 COUNTY BUILDING

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ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-23598	SODAK PAINTING	I-202601267668	301-4-161-4295	COURTHOUSE PAINTING		10,016.45
				DEPARTMENT 161 COUNTY BUILDING	TOTAL:	10,016.45
				FUND 301 COUNTY BUILDING FUND	TOTAL:	10,016.45
						REPORT GRA TOTAL: 479,238.25

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2026	101-4-111-4230	PUBLISHING	1,715.25	38,000	35,972.26				
	101-4-111-4250	REPAIR & MAINT.	237.07	3,000	2,525.86				
	101-4-111-4260	SUPPLIES & MATERIALS	62.15	5,000	4,830.65				
	101-4-111-4267	POSTAGE	474.00	47,000	33,797.54				
	101-4-120-4270	TRAVEL & CONFERENCE	672.00	2,000	1,328.00				
	101-4-130-4222	ADULT DEFENSE	43,315.43	520,000	445,793.02				
	101-4-130-4226	TRANSCRIPTS (NON)	788.40	6,000	5,040.10				
	101-4-130-4280	JURY & WITNESS	34.26	15,000	14,455.46				
	101-4-143-4230	PUBLISHING	1,950.00	4,500	2,550.00				
	101-4-143-4250	REPAIR & MAINT.	251.90	3,400	2,819.92				
	101-4-143-4260	SUPPLIES & MATERIALS	118.49	17,000	15,152.27				
	101-4-151-4220	PROFESSIONAL SERV. & FEES	2,173.60	3,500	73.60	Y			
	101-4-151-4260	SUPPLIES & MATERIALS	8,297.60	30,000	18,908.99				
	101-4-161-4241	RENTAL/COMM. HEALTH	1,050.00	14,000	11,900.00				
	101-4-161-4243	ADMIN BUILDING OPERATION E	30,892.80	670,291	621,954.31				
	101-4-161-4250	REPAIRS AND MAINTENANCE	2,442.00	70,000	57,869.00				
	101-4-161-4260	SUPPLIES & MATERIALS	241.38	10,000	9,336.58				
	101-4-161-4280	UTILITIES/COURTHOUSE	3,238.72	55,000	49,529.93				
	101-4-161-4283	UTILITIES/COMM. HEALTH	268.60	3,500	2,997.00				
	101-4-162-4220	PROFESSIONAL SERV. & FEES	133.04	24,000	16,931.28				
	101-4-163-4250	REPAIRS AND MAINTENANCE	119.00	1,000	881.00				
	101-4-165-4260	SUPPLIES & MATERIALS	47.86	3,000	2,845.72				
	101-4-171-4221	DATA PROCESSING/SOFTWARE	10,832.51	377,100	294,185.39				
	101-4-172-4230	PUBLISHING	149.00	8,000	7,702.00				
	101-4-172-4260	SUPPLIES & MATERIALS	66.78	2,500	2,422.26				
	101-4-211-4221	ANIMAL CONTROL	114.24	5,500	5,237.78				
	101-4-211-4250	BUILDING MAINTENANCE	81.28	15,000	13,273.01				
	101-4-211-4251	VEHICLE MAINTENANCE	180.29	66,000	58,548.44				
	101-4-211-4260	SUPPLIES & MATERIALS	169.99	21,500	21,082.58				
	101-4-211-4261	OFFICE SUPPLIES	362.78	4,500	3,918.93				
	101-4-211-4265	FUEL/GASOLINE	1,624.36	80,000	73,883.31				
	101-4-211-4268	TECHNOLOGY	18,010.92	70,000	48,509.08				
	101-4-212-4250	BUILDING MAINTENANCE	464.98	35,000	31,113.28				
	101-4-212-4251	VEHICLE MAINTENANCE	1,249.37	5,000	3,750.63				
	101-4-212-4260	SUPPLIES & MATERIALS	54.40	65,000	64,806.27				
	101-4-212-4263	MEDICAL SERVICE/LIENABLE	100.00	50,000	48,750.00				
	101-4-212-4280	UTILITIES/CELL PHONES	8,796.61	150,000	134,223.15				
	101-4-212-4341	MAINT. CONTRACT/AVIS	2,727.00	3,600	873.00				
	101-4-213-4220	PROFESSIONAL SERV. & FEES	600.00	27,500	25,559.00				
	101-4-223-4250	REPAIRS AND MAINTENANCE	19.14	300	257.76				
	101-4-223-4260	SUPPLIES & MATERIALS	27.09	200	158.28				
	101-4-411-4252	UTILITIES	420.00	5,000	4,386.50				
	101-4-433-4290	COMMUNITY WORKER	5,579.25	22,317	16,737.75				
	101-4-433-4292	SENIOR DINING	1,125.00	4,500	3,375.00				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
101-4-441-4220		PROFESSIONAL SERV. & FEES	1,240.00	62,000	56,174.92				
101-4-441-4290		CRT APPORT. ATT'Y/M.I.	195.57	10,000	9,107.86				
101-4-444-4290		OTHERS	250,000.00	250,000	0.00				
101-4-512-4290		OTHERS	5,000.00	5,000	0.00				
101-4-528-4250		REPAIR & MAINT	312.79	64,000	32,326.44				
101-4-528-4260		SUPPLIES & MATERIALS	56.85	26,000	24,175.14				
101-4-528-4280		UTILITIES/CELL PHONES	1,547.20	60,000	54,911.70				
101-4-611-4260		SUPPLIES & MATERIALS	5.85	8,000	7,555.24				
101-4-611-4350		FURNITURE & MINOR EQUIP.	879.12	3,000	2,120.88				
101-4-615-4280		TELEPHONE/CELL PHONES	214.87	1,260	940.13				
101-4-615-4281		UTILITIES	435.68	5,000	4,449.24				
101-4-711-4221		INSPECTION FEES	3,400.00	22,000	18,600.00				
101-4-711-4250		REPAIRS & MAINTENANCE	57.43	1,500	1,373.25				
101-4-711-4260		SUPPLIES & MATERIALS	81.28	2,000	1,861.30				
101-4-711-4262		PROMOTIONAL	11.98	1,500	1,473.04				
201-4-311-4250		REPAIRS & MAINT.	1,072.50	2,600,000	2590,161.82				
201-4-311-4260		SUPPLIES & MATERIALS	1,830.33	1,600,000	1413,593.36				
201-4-311-4270		TRAVEL & CONFERENCE	1,000.00	6,000	5,000.00				
201-4-311-4280		UTILITIES / CELL PHONES	1,423.84	32,000	26,668.00				
207-4-225-4220		PROF SRVC/FEE BRK CTY DISP	47,828.97	555,400	507,571.03				
226-4-222-4250		REPAIRS AND MAINTENANCE	1.00	2,000	1,199.00				
226-4-222-4291		LEPC	450.00	3,000	3,000.00				
248-4-212-4260		SUPPLIES & MATERIALS	898.00	65,950	65,052.00				
301-4-161-4295		COURTHOUSE BLDG.	10,016.45	127,142	117,125.55				
** 2026 YEAR TOTALS			479,238.25						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-111	COMMISSIONERS	2,488.47
101-120	ELECTIONS	672.00
101-130	JUDICIAL SYSTEM	44,138.09
101-143	FINANCE OFFICE	2,320.39
101-151	STATES ATTORNEY	10,471.20
101-161	COUNTY BUILDING	38,133.50
101-162	DIRECTOR OF EQUALIZATION	133.04
101-163	REGISTER OF DEEDS	119.00
101-165	VETERAN'S SERVICE	47.86
101-171	INFORMATION TECHNOLOGY	10,832.51
101-172	HUMAN RESOURCES	215.78

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-211	SHERIFF'S OFFICE	20,543.86
101-212	COUNTY JAIL	13,392.36
101-213	CORONER	600.00
101-223	DRAINAGE COMMISSION	46.23
101-411	WELFARE	420.00
101-433	ICAP	6,704.25
101-441	BEHAVIORAL HEALTH	1,435.57
101-444	ECMH-CD	250,000.00
101-512	HISTORICAL MUSEUM	5,000.00
101-528	BCOAC	1,916.84
101-611	COUNTY EXTENSION	884.97
101-615	WEED CONTROL	650.55
101-711	PLANNING & ZONING	3,550.69

101 TOTAL	GENERAL FUND	414,717.16
201-311	HIGHWAY ADMINISTRATION	5,326.67

201 TOTAL	ROAD & BRIDGE FUND	5,326.67
207-225	911 SERVICES	47,828.97

207 TOTAL	E-911 FUND	47,828.97
226-222	EMERGENCY & DISASTER SERV	451.00

226 TOTAL	EMERGENCY MANAGEMENT	451.00
248-212	24/7 PROGRAM	898.00

248 TOTAL	24/7 PROGRAM	898.00
301-161	COUNTY BUILDING	10,016.45

301 TOTAL	COUNTY BUILDING FUND	10,016.45

	** TOTAL **	479,238.25

NO ERRORS

** END OF REPORT **



**Commission Meeting
BCOAC Director's Report
February 3rd, 2026 @ 8:30 am**

1.) Attendance

- a. Archery Range- 1114 (2025- Down 8% from 2024)
- b. Gun Range – 2477 (2025 – Down 16% from 2024)
- c. Events – 13020 (2025 – up 11% from 2024)
- d. Community Ed- 315 (2025)
- e. Total attendance- up 3% from last year

2.) Events

- a. JOAD open Shoot on 12/1
 - i. 292 attendees
- b. Hosted a HuntSAFE class on 1/5
 - i. Certified 8 students

3.) Maintenance

- a. Toilet in women's bathroom is waiting on parts
- b. Concourse floors need to be stripped and waxed
- c. Trane needs to update our system to be able to have remote access to service our HVAC

4.) Upcoming

- a. Aeromates are back regularly
- b. GFP interns have scheduled many classes and more to come
- c. We are going to publish a booklet of community classes for the summer
 - i. Fishing, archery, SD animals, camping, firearm basics etc.
- d. Midwest Maidens now Brookings Area Roller Derby are back regularly
- e. Gun league is full swing
 - i. 38 total participants with 21 being women

f. Gracepoint homeschool CO-OP is going to be coming out for educational programming in March

g. Annual Running's shoot will be 3/20-3/22

5.) Other

a. I went to SHOT show in Las Vegas from 1/20-1/23

6.) Any Questions?

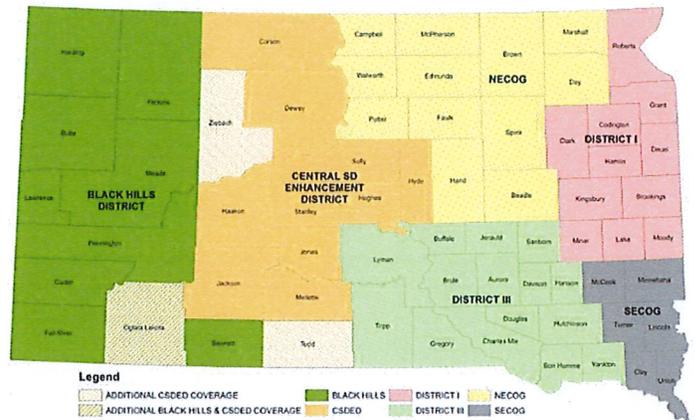


**First District Association of Local Governments
Brookings County Annual Report for Fiscal Year 2025
January 1, 2026**

Who is the First District?

The First District Association of Local Governments (First District) is one of South Dakota’s six regional planning and development districts. The First District is a voluntary association of local governments working cooperatively for the benefit of Northeast South Dakota. Established by Executive Order in 1971, First District provides professional planning, programming, and technical assistance to cities, counties, businesses and community organizations in northeast South Dakota. First District serves 11 counties and 76 communities within the counties of Brookings, Clark, Codington, Deuel, Grant, Hamlin, Kingsbury, Lake, Miner, Moody, and Roberts.

South Dakota Planning Districts



How is the First District Governed?

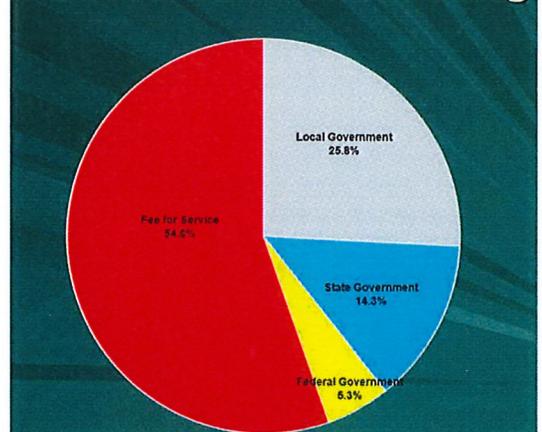
First District Association of Local Governments is governed by a board – the Governing Body. The Governing Body discusses issues of regional concern and directs the activities of First District. It is comprised of Designated, Elected, and Appointed members in the following manner:

- Designated - One county commissioner from each respective county board (**Kelly VanderWal**)
- Elected - One elected municipal representative from each county (**Vacant**)
- Appointed - One at-large member from each county (**Mike Bartley**)
- Chairman of the Flandreau Santee Sioux Tribe
- Chairman of the Sisseton Wahpeton Oyate

How is the First District Funded?

First District is funded by annual memberships from its member communities and counties, state and federal contracts, and fees for service activities from public and private sources. FY 2026 membership dues will represent 25.8% of the First District’s operating revenue.

FY 2026 District Funding



Staffing and Services

The First District currently employs 9 full-time staff with a combined 141 years of experience in community and economic development. The following are the core areas of expertise within the First District. However, it should be noted that the First District will respond to any member's request for a specific service. Either by attempting to provide such service directly or by finding an outside resource to provide the assistance in a cost-effective manner.

Strategic Planning and Policy Development: First District assists communities and counties preparing for growth by providing technical assistance to aid government officials and citizens in making educated decisions regarding physical, social, economic, and environmental concerns. First District provides its members with the tools and information needed to successfully manage community and economic growth. First District plays an integral role in developing short range and long-range plans and implementing those plans through policy and ordinance development and other administration programs. The First District provides a large of variety of planning services including but not limited to Annexation Studies, Capital Improvement Plans, Utility Rate Analysis, Comprehensive Plans, Emergency Plans, Housing Needs Assessments, Policy Development, Special Purpose Ordinances, Strategic Planning, Tax Increment Financing and Zoning Ordinance Development.

Grant Writing and Project Administration: One of the most common areas of assistance the First District provides to its members is identifying, acquiring and administering funding sources for local community and economic development projects. Funding for these projects may be available through State and Federal grants or loans. First District has years of experience preparing grants and loan applications on behalf of local governments. Through these applications, First District has secured millions of dollars in funding for local infrastructure improvement and community development projects in northeast South Dakota. Additionally, First District provides grant administration services to assist with the necessary paperwork and procedures required by many grant and loan programs.

Geographic Information Systems (GIS). Geographic Information Systems (GIS) is a computer program that creates and manages a geographically referenced database. GIS provides a visual interpretation of that data in a mapped format. GIS technology has an unlimited number of uses and the First District utilizes GIS as a great planning and decision-making tool for our members in areas such as land use planning, economic development, environmental and hazard mitigation planning, infrastructure development, GIS based taxation, and intra/intergovernmental data sharing.

First District provides training for GIS system end users including assistance in GIS data analysis. First District also web hosts GIS data for counties and communities across South Dakota. "Webhosting" gives end users the ability to view, search and analyze GIS data using a standard web browser.

Small Business Lending: First District fuels economic growth through small business lending programs. First District has three revolving loans for small businesses to access. Committed to job growth in our state, the First District offers financing available at terms that benefit borrowers and lenders.

2025 BROOKINGS COUNTY ACTIVITIES

Brookings County

- County Road Centerline GIS Data Set Maintenance (SDDOT data set)
- Attend Monthly Brookings County Planning Commission Meetings
- Developed Hazard Mitigation Plan – **In 2025 Brookings County Received \$6,000 grant**
- Developed Pre-disaster Mitigation Plan – **In 2023 Brookings County Received \$14,175 grant**
- Administered Community Development Block Grant funding for Brookings Behavioral Health and Wellness Center – **In 2023 Brookings County Received \$1,020,000 Grant**

Aurora

- Assisting with the review and development of the City's Comprehensive Land Use Plan and Zoning Ordinance
- Assisting with administration of SDDANR Funding - **In 2022 Aurora received \$1,804,888 CWSRF loan and \$2,553,971 ARPA Grant; in 2023 Aurora received \$240,000 CWSRF loan and \$510,000 CWSRFQ Grant and \$450,000 CWFCP Grant; in 2024 Aurora received \$1,751,000 DWSRF Loan and \$1,030,800 DWSRF Grant and \$601,400 CWFCP Grant**

City of Brookings

- Assisting with administration of SDDANR Funding for Brookings Municipal Utilities (BMU) – **in 2022 BMU received \$50,963,200 DWSRF Loan and a \$21,039,300 ARPA Grant; – in 2023 BMU received \$40,700,000 loan DWSRF loan and \$510,000 DWSRF loan with \$490,000 in principal forgiveness; In BMU received \$8,000,000 ARPA Grant**

Elkton

- Assisted with administration of SDDANR Funding – Projects are complete – **in 2021 Elkton received \$383,000 CWSRF Loan \$1,671,000 SDDANR CWFCP Grant, a \$2,587,000 SDDANR DWSRF Loan with \$1,820,000 in principal forgiveness**
- Prepared and submitted SDDANR SRF Funding Applications – **in 2024 Elkton received \$936,000 CWSRF loan and a \$934,000 CWSRF grant and a \$778,000 DWSR loan and a \$222,000 DWSRF grant.**

Sinai

- Assisted with preparation and submission of SDDOT Community Access Grant application – **in 2025 Sinai received \$193,800 grant.**

Volga

- Assisting with the development of a Strategic Plan and the review and development of the City's Comprehensive Land Use Plan and Zoning Ordinance
- Assisting with administration of SDDANR Funding – **Volga received \$2,405,000 CWSRF Loan and \$2,790,000 DWSRF Loan in 2020 and a \$2,790,000 Loan in 2022 – Projects are complete; In 2022 Volga received \$1,259,776 CWSRF Loan and \$902,564 ARPA grant in 2022.**

White

- Assisting with administration of SDDANR Funding - in 2022 White received \$1,832,810 DWSRF Loan and a \$1,786,189 CWSRF Loan and 2 ARPA grants totaling \$1,449,901
- Assisting with administration of SDDANR Funding – in 2025 White received \$1,452,000 DWSRF Loan with \$700,000 in principal forgiveness and a \$1,105,000 CWSRF Loan and two CWFCP Grants in the amounts of \$1,059,000 & \$665,000.
- Assisted with the preparation of SDDOT TAP Grant Application – Not awarded in 2025

Miscellaneous

- Assisting with administration of SDDANR Funding - in 2022 BDRWS received \$5,607,750 DWSRF Loan and a \$2,703,240 ARPA Grant; in 2023 BDRWS received \$1,600,000 DWSRF Loan & in 2024 BDRWS received \$1,357,708 ARPA Grant
- Zoning Administration assistance: Aurora, Elkton, Volga, White, Brookings County
- Obtained District-wide grant for economic development - Brookings County Share \$9,084
- Assisting with administration of SDDANR Funding - In 2024 North Brookings Sanitary and Water District received \$1,597,450 CWSRF Loan and \$761,550 CWFCP Grant.
- Prepared HMGP Grant application (Kingbrook RWS) - Funding is pending
- Prepared SDDANR SRF Grant applications for BDRWS - Funding is pending

FY 25 County and Municipal Dues: \$71,584
FY 25 Grants Awarded: \$2,632,884
FY 25 ROI: \$36.78

FY 08-25 County and Municipal Dues: \$989,608
FY 08-25 Grants Awarded: \$72,562,045
FY08-25 ROI: \$73.32

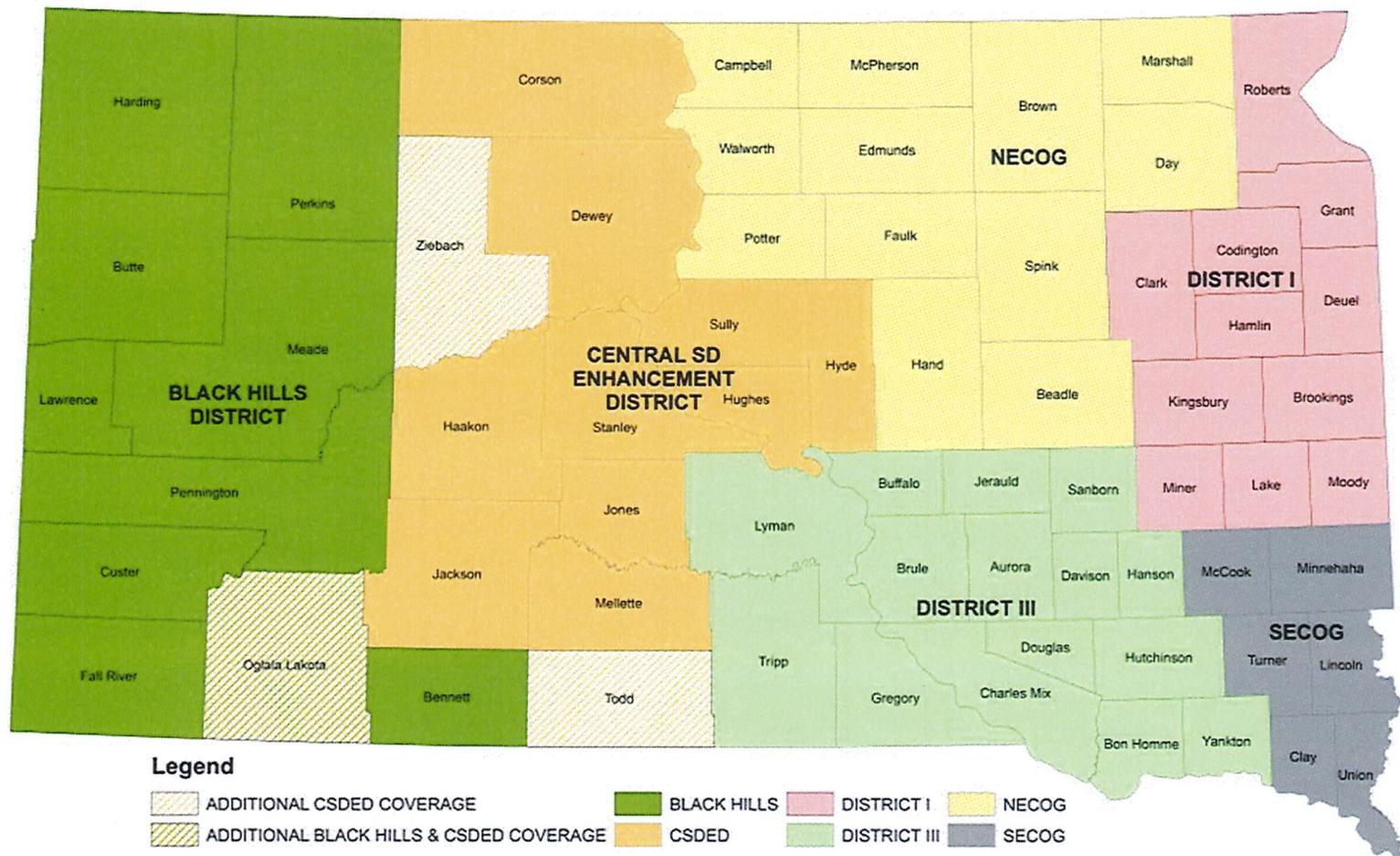
Return on Investment FY 2008-2025 (Based upon Brookings County and municipality 2008-2025 dues - \$989,608): \$73.32 – Therefore for every dollar of dues paid in FY 2008-2025, the District assisted in generating \$73.32 in Federal and State grant funding.

For more information please contact:

Todd A. Kays
Executive Director, First District Association of Local Governments
418 18th Ave NE, Watertown, SD 57201
Phone: 605-882-5115
todd@1stdistrict.org

First District Association of Local Governments

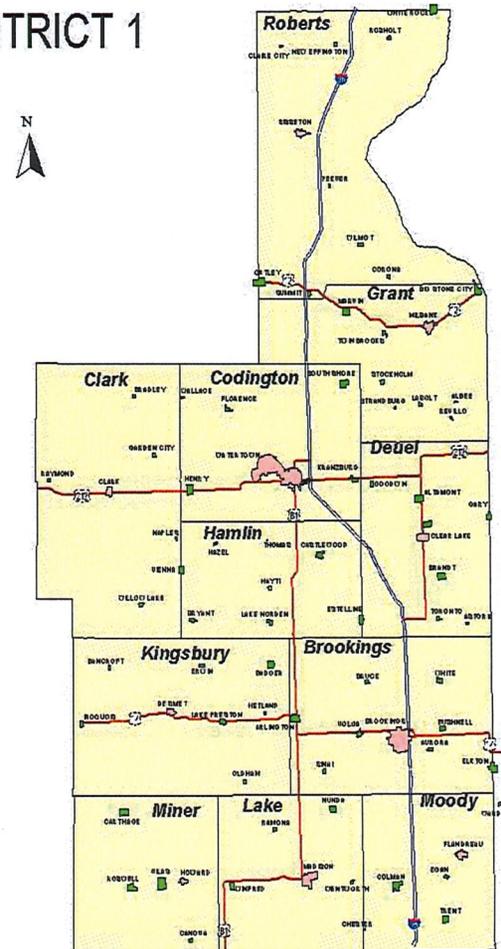
South Dakota Planning Districts



First District Stats:

- Established in 1971
- **Mission:** 11 counties and 76 communities working together to improve the quality of life within our region
- Member Counties include: Brookings, Clark, Codington, Deuel, Grant, Hamlin, Kingsbury, Lake, Miner, Moody and Roberts
- Population: 123,542 (2024)
- Geographic Area: 7,851 sq. Mi.

DISTRICT 1

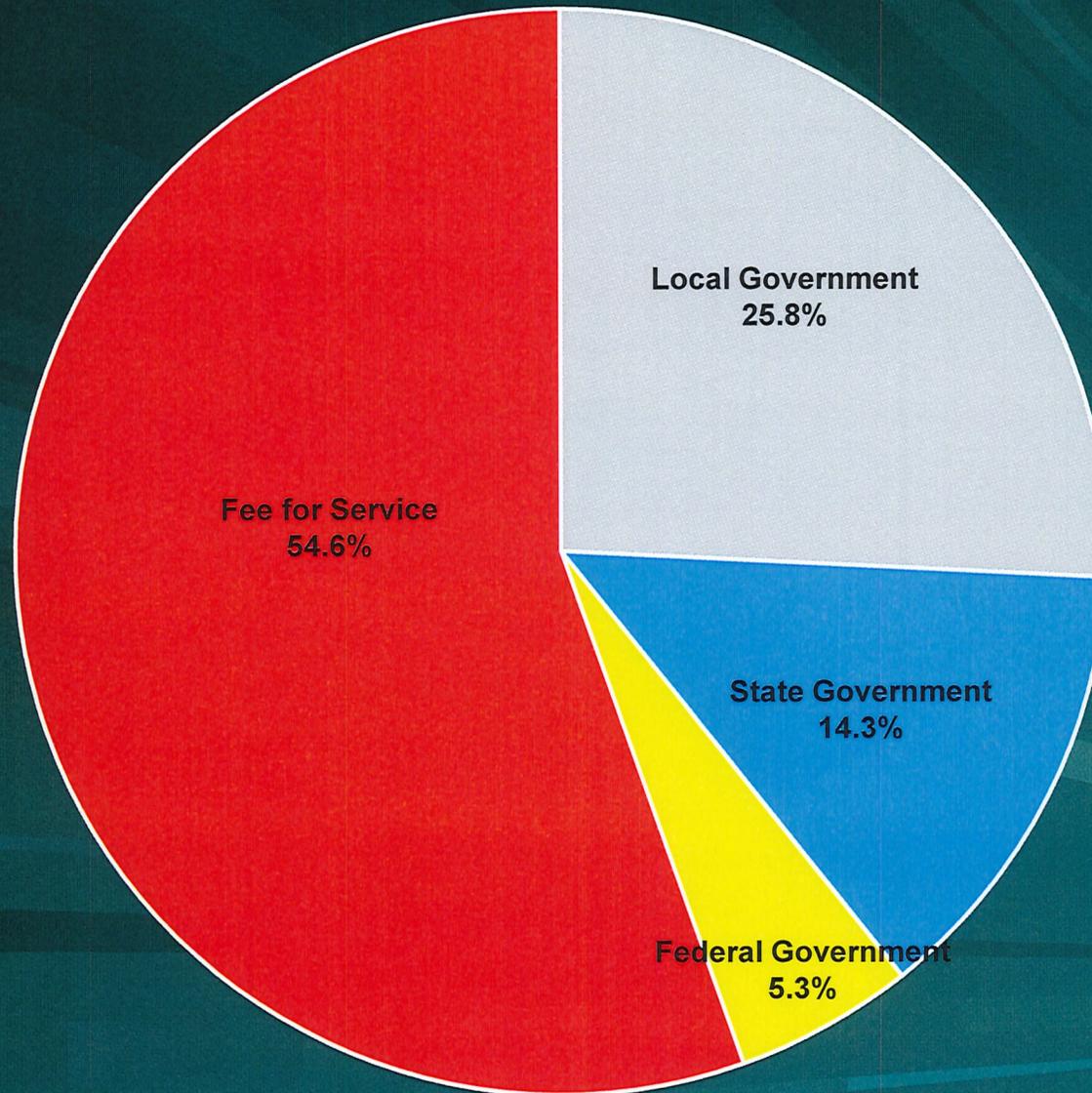


First District's Governing Body:

- First District is governed by a public body known as the “Governing Body”.
- The Governing Body is responsible for establishing District goals and policies.
- Governing Body composed of:
 - 1 county commissioner from each county
(Kelly VanderWal)
 - 1 elected municipal representative from each county (Vacant)
 - 1 at-large member from each county
(Mike Bartley)
 - Chairmen of Flandreau Santee Sioux Tribe and Sisseton Wahpeton Tribe



FY 2026 District Funding



Staff...

141 Years of Cumulative Experience with First District

Employee	Title	Years	Months
Todd A. Kays	Executive Director	32	8
Ryan Hartley	GIS Coordinator	30	8
Darin Stein	Senior GIS Analyst	28	1
Amy Arnold	Senior GIS Analyst	18	0
Luke Muller	Senior Planner	17	2
Suzie Zirbel	Office Manager	9	8
Kelli Henricks	GIS Analyst	2	9
Mason Weidenbach	Economic Development Officer	2	7
Carla Heuer	Planner	0	0

Planning District Work Areas

- **Application Packaging** (hundreds of proposals per year)
- **Project Administration** (red tape management)
- **Planning and Research** (zoning, surveys, studies)
- **Technical and Financial Specialties** (TIFs, GIS, RLFs)
- **Program Support and Promotion** (state and federal infrastructure programs)



FY 25 District Results



- 2025 Dues: \$329,760
- 2025 Grants and Loans: \$26,920,589
- 2025 Grants - \$20,771,589

- Return on Investment (Grants) FY 25: \$ 62.99
- Return on Investment (Grants) FY 24: \$132.78
- Return on Investment (Grants) FY 23: \$64.99
- Return on Investment (Grants) FY 22: \$489.51
- Return on Investment (Grants) FY 21: \$27.62
- Return on Investment (Grants) FY 20: \$53.58
- Return on Investment (Grants) FY 19: \$20.87
- Return on Investment (Grants) FY 18: \$30.10
- Return on Investment (Grants) FY 17: \$10.87

- Return on Investment (Grants) FY 16: \$17.79
- Return on Investment (Grants) FY 15: \$41.78
- Return on Investment (Grants) FY 14: \$29.49
- Return on Investment (Grants) FY 13: \$30.92
- Return on Investment (Grants) FY 12: \$20.45
- Return on Investment (Grants) FY 11: \$ 4.67
- Return on Investment (Grants) FY 10: \$30.47
- Return on Investment (Grants) FY 09: \$41.97
- Return on Investment (Grants) FY 08: \$26.29

- Average Return on Investment (Grants) FY 08-25: \$69.90
- Total Grants FY08-25: \$324,179,276

FY 2025 Brookings County (Grants/Loans)



- 2025 Dues: \$71,584 Dues (08 to 25: \$989,608)
- 2025 Grants and Loans: **\$4,489,084**
- 2025 Grants: **\$2,632,884**

- Return on Investment FY 25: **\$36.78**
- Return on Investment FY 24: **\$195.09**
- Return on Investment FY 23: **\$37.49**
- Return on Investment FY 22: **\$481.37**
- Return on Investment FY 21: **\$49.55**
- Return on Investment FY 20: **\$ 1.24**
- Return on Investment FY 19: **\$71.21**
- Return on Investment FY 18: **\$ 1.24**
- Return on Investment FY 17: **\$17.25**

- Return on Investment FY 16: **\$ 2.76**
- Return on Investment FY 15: **\$ 8.80**
- Return on Investment FY 14: **\$21.80**
- Return on Investment FY 13: **\$12.28**
- Return on Investment FY 12: **\$32.05**
- Return on Investment FY 11: **\$ 0.51**
- Return on Investment FY 10: **\$31.19**
- Return on Investment FY 09: **\$24.77**
- Return on Investment FY 08: **\$85.83**

- FY 08 to FY25 Grants: **\$72,562,045**
- Average Return on Investment FY 08 to 25: **\$73.32**

Drainage Board Staff Report

TO: The Members of the Brookings County Drainage Board

DATE: 1/26/2026

SUBJECT: Departmental notes for the February 3, 2026, Brookings County Drainage Board meeting.

PREPARED BY: Robert W. Hill, County Drainage Officer

In the past, a drainage way diverted water from the Big Sioux River southward to water livestock in Medary Township. It is listed in the Water Rights paperwork created by the State of South Dakota in 1986. It was maintained in such a way as to allow water to enter the waterway when it was needed and was closed off periodically.

The waterway was left uncontrolled by a succession of different landowners, and it gradually grew to a larger size. It grew to the point where, at times, more water was being diverted away from the main Big Sioux Channel than was flowing in the channel.

In 2019, the Brookings County Drainage met with citizens from Medary Townships and started to discuss the matter.

In 2021, the Brookings County Drainage Board started to work with Banners Associates and Medary Township to study the area and develop a path forward.

The studies of the area were extensive, and a final report was presented at a Public Meeting on August 9, 2024. The public was invited to attend this, and the meeting was well attended.

There was a turnover with employees, and a new employee took over as the Lead Project Manager. On July 01, 2025, the Drainage Board authorized further expenditure of funds to continue studying the matter.

On November 17, 2025, Banner Associates, Inc. mailed out letters to several organizations and individuals discussing further steps that were being conducted.

On December 23, 2025, Banner Associates sent four letters that were received from landowners in the area of the project area. I have attached those letters to this staff report.

On December 30, 2025, Banner Associates sent a letter that they received from the Brookings County Conservation District, which I have also attached.

The meeting on February 03, 2026, was set up to allow anyone who would like to discuss the project to be able to interact with the Brookings County Drainage Board and get their voices heard.

Drainage Board Staff Report

As stated previously, there are attached documents to this report for the Drainage Board to review.

My department is looking for the Drainage Board's recommendation on how to proceed in this matter in the future.

Any items received/accomplished after 12:00 PM on 1/26/2026 will be discussed in person at the Drainage Meeting.



Banner Associates, Inc.
409 22nd Avenue South
Brookings, SD 57006
Tel 605.692.6342
Toll Free 855.323.6342
www.bannerassociates.com

November 17, 2025

Robert Hill, Director
Brookings County Development
520 3rd Street, Suite 110
Brookings, SD 57006

**RE: Medary Township Big Sioux River Diversion Channel - Dike Reestablishment Project
Brookings County
Environmental Assessment Scoping Letter**

Dear Mr. Hill:

The Brookings County Development Department and Banner Associates are preparing an Environmental Assessment (EA) under the National Environmental Policy Act (NEPA) to support the proposed “Medary Township Big Sioux River Diversion Channel Dike Reestablishment Project” (Proposed Action). The Proposed Action is located in the northwest ¼ of Section 9, Township 109 North, Range 50 West in Brookings County, South Dakota. Banner Associates (Banner) has been contracted by the Brookings County Development Department to complete hydrology and environmental services for the Proposed Action.

A previously installed diversion structure in the same location allowed a portion of the main channel flow of the Big Sioux River to be redirected into a diversion ditch. The flow in this diversion ditch served as a source of water for livestock downstream. The diversion structure failed at some point prior to 2011, and the Big Sioux River flow began to shift into the diversion ditch, especially during flood stages. Since 2011, the hydrology of the Big Sioux River in the area has changed due to increased flows in the diversion ditch, flooding farmland and causing concerns for transportation infrastructure. The Proposed Action would reconstruct a diversion structure at the confluence of the Big Sioux River and the diversion ditch, restoring the majority of the flow pattern of the Big Sioux River back to the main channel and only diverting a small amount. The Proposed Action would be funded by Brookings County.

The Natural Resources Conservation Service (NRCS) holds a wetland easement in the Project Area. The Big Sioux River and adjacent wetlands found within the Project Area are jurisdictional under the federal Clean Water Act.

To complete the proposed action, Brookings County will need to request a temporary subordination of the wetland easement from the NRCS and will apply for a Section 404 Permit from the United States Army Corps of Engineers for fill activities occurring in the river and wetlands. The NRCS has required an EA as part of the County’s application for a temporary subordination. Therefore, on behalf of the Brookings County Development Department, Banner is preparing an EA in accordance with NEPA, the National Historic Preservation Act (NHPA), the Endangered Species Act (ESA), and applicable requirements from NRCS and USACE. Brookings County and Banner are seeking input from stakeholders, interested individuals, organizations, and agencies to help identify potential issues and considerations relevant to this environmental compliance effort. Your feedback will assist in refining the EA, identifying affected or interested parties and/or resources, and developing potential project alternatives.



Page 2

We welcome your comments and encourage you to share any concerns, insights, or suggestions related to the Proposed Action. Comments received in response to this request, including names and addresses of those who comment, will be considered part of the public record for this Proposed Action. Please submit your comments in writing by **December 14, 2025**.

Comments may be sent to my email address (kellib@bannerassociates.com) or to the following address:

Banner Associates, Inc
409 22nd Avenue South
Brookings, SD 57006

If you have questions, please contact me at the email or phone number provided below. Thank you for your time and cooperation.

Sincerely,

A handwritten signature in blue ink that reads "Kelli D. Buscher". The signature is written in a cursive, flowing style.

Kelli D. Buscher, P.E.
Environmental Project Manager
kellib@bannerassociates.com
605.696.9207
Banner Associates, Inc.

Enclosure: Proposed Action Map



A cleaner environment, naturally.

Brookings County Conservation District

205 6th Street

Brookings, SD 57006

Phone: 605-695-3034

EMAIL: brookingscocd@gmail.com

www.brookingssoilconservation.org

DEC 2 4 2025

December 18, 2025

Banner Associates
409 22nd Ave South
Brookings, SD 57006

Subject: Letter of Support for the Big Sioux River Diversion Channel Dike Reestablishment Project

Dear Kelli Buscher,

We are writing to express our support for the Big Sioux River Diversion Channel Dike Reestablishment Project in Medary Township. This initiative is vital to safeguarding our community, protecting agricultural lands, and ensuring the long-term resilience of local infrastructure.

The Big Sioux River has historically posed significant flood risks to residents, farmland and transportation routes. Reestablishing the diversion channel dike will provide critical flood mitigation, reduce erosion, and enhance water management in the region.

Sincerely,

A handwritten signature in cursive script that reads "John Heylens".

John Heylens

Chairman of the board

Board of Supervisors: Darrell DeBoer, John Heylens, Rick Kerr, Jerry Oines, Brad Hanson
Advisors: Larry Jensen, Stephne Miller

CLEAN CLEAR CONSERVATION.

From: [Donna Kubik](#)
To: [Kelli Buscher](#)
Subject: Letter Regarding Medary Township Big Sioux River Diversion Channel
Date: Sunday, December 14, 2025 1:29:49 PM
Attachments: [Letter Regarding Medary Township Big Sioux River Diversion Channel- Rolfe and Donna Behrend.docx](#)

You don't often get email from donna_kubik@yahoo.com. [Learn why this is important](#)

Hello Kelli,

Hope this finds you well. Attached is the document stating our opinions on the Medary Township Big Sioux River Diversion Channel-Dike Reestablishment Project.

Thank you,
Rolfe and Donna Behrend

To Whom this may concern:

This is Rolfe and Donna Behrend. We live at 2502 w 44th St South, Brookings, SD

Sioux River Diversion Channel-Dike Reestablishment project. We would like to share our thoughts concerning this project and the letter that was sent to us about this project.

The letter states that “the diversion structure failed at some point prior to 2011” I can tell you that the structure gave way even before 2003 when I bought my land. I purchased the land in 2003 and that structure had already given way. So now, the structure in the proposal could possibly change the Big Sioux River after we built our home. I built our home in 2004, knowing that there would be some flooding. Our driveway floods 3-4 times a year, some years, not every year, but it has not washed out since 2008. We have a lot of concerns regarding the proposed action as stated in the letter.

Now that there is talk about that structure and plugging it up, we are concerned about how the course of the river is going to be altered. Will the actions of the “plug” cause the water to come right for our home or damage the driveway where we cannot even get to our home. Through the years I have taken hundreds of photos of the Big Sioux River by our home. I have 2 separate ariel photos-one set in 2012 and another in 2019. In the 2012 photos you can clearly see the river has changed courses in recent history. We are concerned about our home and our driveway and our land. “Since 2011, the hydrology of the Big Sioux River in the area has changed due to increased flows in the diversion ditch, flooding farmland and causing concerns for transportation infrastructure. “The structure was built before drain tiling in Brookings County. Drain tiling has to account for some of the increased flows in the diversion ditch. Will plugging that structure cause more damage somewhere else with water flow? The question I have, will it cause the river to change a course where my home, land, and driveway are affected? I don’t know what new course the river will find, but I know that it will find a new path. The water HAS got to go somewhere.

I understand the county road to the west of us gets water over the road 2-3 times a year, on some years-not every year. I know the county closes that road whenever there is water on the road-sometimes for an extended period of time. When there is water overflowing on that country road, we too have water on our driveway, all the water seems to “balance,” equal itself out. I question where all that water flow will go, once the “plug” is in place. In the July 7th 2025 Brookings Register the article “Big Sioux project gets ok” writes ““All of a sudden, now you’ve got---the last study we had, probably four years ago, showed you actually had more water at one time running down the bypass than you did the main Big Sioux River” I don’t know when that study was conducted but as I glance out the window every day at the Big Sioux River, I know for a fact that there is a lot of water flow on the main

Big Sioux River. In the same article, “Hill said his office checked with the Banner Associates engineer handling the proposal regarding a pair of nearby residences, and that there didn’t **appear** to be any danger to those residences.” We are those residences! We are worried because this is our home. In this case, would the county be helping us if the river changes courses to our home and our driveway? If the structure being built results in our driveway or our home being damaged, would there be financial compensation? I don’t believe anyone, (Banner Associates, Brookings County, the landowners south of the structure, or Rolfe and Donna Behrend) knows if the Big Sioux River will stay in the main channel or carve out a new channel. I am questioning the line in the article “there doesn’t **appear** to be any danger to those residences.” I hope it’s not just a guess and that our home and driveway will not be in danger.

These are our concerns. Thank you for your time. Please take our thoughts into consideration. If you would like to talk to us more, here is our information. Rolfe Behrend
2502 W 44th St South, Brookings SD 605.690.7768

From: [Kelli Buscher](#)
To: ["Keppen Charolis"](#)
Subject: RE: Diversion Ditch Project
Date: Monday, December 15, 2025 3:31:00 PM

Ms. Keppen –

Thank you for your email. I sent the letters to downstream landowners, but I see that you own land upstream of the proposed diversion. I am sorry you were not included in the mailing sent last month. I appreciate you bringing your concerns forward.

I want to acknowledge that I have received your comments and they will be both included and addressed in the Environmental Assessment (EA). We are in the early stages of developing the EA and this request for comments was an important early step. I will be reviewing your comments along with the others I have received, and I will be discussing it with the County, NRCS, and the Corps of Engineers. I am not prepared to provide a response yet, but you are owed a response and you will receive one.

The most recent public meeting was with the Brookings County Commission and was held last year on August 9, 2024. According to the sign-in sheet I have, you attended that meeting. We have not held any other public meetings since that time.

Please send me your mailing address and I will ensure you are included in any further mailings. Thank you again for contacting me.

Kelli D. Buscher, P.E. | Project Manager

Banner Associates, Inc. | Pierre, SD
Toll Free | 1.855.323.6342
Direct Dial | 605.696.9207 Cell | 605.280.1511
www.bannerassociates.com

From: Keppen Charolis <keppenchar@valleyfibercom.net>
Sent: Sunday, December 14, 2025 6:28 PM
To: Kelli Buscher <kellib@bannerassociates.com>
Subject: Diversion Ditch Project

You don't often get email from keppenchar@valleyfibercom.net. [Learn why this is important](#)

Kelli,

It has come to my attention that some of the adjoining land owners to the location of the Diversion Ditch Project had received letters discussing the project months ago. Since I'm also an adjoining landowner I have several questions:

1. Why did I not receive the same letter being an adjoining land owner? I understand there have been several meetings also. I received no notification of these meetings. Were others informed?

2. At a public meeting that I did attend it was stated that the water level going through my land would add more water to my land, true or false?

3. In the last several years there has been considerable more water passing through my land. I have a cattle business & depend on the grass hay for feed for my cattle. If I cannot hay my land that will affect my cattle business!! This year I was only able to

hay my land once due to high water. Normally we have gotten 3 cuttings. With only one cutting that forced me to purchase hay to help continue my cattle business. More water will certainly affect the future success of my cattle business!!

4. At the public meeting I attended previously there was a sign up sheet for everyone who attended that meeting. People attending because of their concerns at that time. A letter to all who attended that meeting would have been a courtesy don't you think?

Sincerely,

Myrna Keppen

From: [Kelli Buscher](#)
To: "[Sean Lesnar](#)"
Cc: [Kathy Lesnar](#)
Subject: RE: Medary Township Big Sioux River Diversion Channel
Date: Monday, December 15, 2025 2:54:00 PM

Mr. and Mrs. Lesnar –

Thank you for your email. I want to acknowledge that I have received your comments and they will be both included and addressed in the EA. We are in the early stages of developing the EA and this request for comments was an important early step. I will be reviewing your comments along with the others I have received, and I will be discussing it with the County, NRCS, and the Corps of Engineers. I am not prepared to provide a response yet, but you are absolutely correct that you are owed a response and you will receive one. I believe a meeting with you would be an excellent idea and I appreciate the suggestion.

I will be in touch further, but please feel free to reach out to me with any questions. Thank you again for your comments.

Kelli D. Buscher, P.E. | Project Manager

Banner Associates, Inc. | Pierre, SD
Toll Free | 1.855.323.6342
Direct Dial | 605.696.9207 Cell | 605.280.1511
www.bannerassociates.com

From: Sean Lesnar <lesnar12@gmail.com>
Sent: Sunday, December 14, 2025 4:10 PM
To: Kelli Buscher <kellib@bannerassociates.com>
Cc: Sean Lesnar <lesnar12@gmail.com>; Kathy Lesnar <khlesnar@gmail.com>
Subject: Medary Township Big Sioux River Diversion Channel

You don't often get email from lesnar12@gmail.com. [Learn why this is important](#)

Kelly,

I received the letter regarding the Big Sioux Diversion in Medary Township.

My name is Sean Lesnar and myself and family live at 1716 West 44th St. In Brookings, SD 57006. My house and farmland are directly downstream from this proposed Dike Reestablishment Project. I have lived in our house since 2006 and have owned land around it since about 2003.

I am formally OPPOSED to this "Dike reestablishment"

I am a DIRECTLY AFFECTED LANDOWNER, I believe that should put me at the top tier of commenters - far above the "general public" input.

Comments/Questions:

1. I am a DIRECTLY affected landowner and NO ONE has ever contacted me or came and visited with me about the impact this may have on my Home property or adjoining land. I have spoke to several neighbor landowner and they have referenced there have been some meetings recently and I am wondering why myself and my neighbor Rolfe Behrend have not been invited specifically since our homes will be the most directly affected.
2. What are the specific reasons for this proposal? Who will it benefit? Or who is wanting this done and pushing for this specifically? The only 2 reasons I see in the letter are: "Flooding farmland" and "a concern for transportation infrastructure".
3. Whose flooding farmland specifically? Because there is no doubt that this will cause more flooding on my farmland and possibly affect my Home, and/or will certainly affect other neighbors. I will not be naming names now, but I have been told there are up to 20 landowners south of me that are pushing for this. Who, and again why have the 2 most affected landowners been kept out of the loop. I have personally visited, personel, at the Brookings County more than once, and have asked to be kept in the loop, and he said, "We would be kept up on everything". I have also spoken to landowners very close that I know that will be affected, and they have not been receiving notification about meetings and other dealings.
4. And if this does cause more flooding and damage, is Brookings County going to pay for the damages? And will they fix the next "break from the river" or "change of course"? This wasn't the first break from channel and will not be the last.
5. There was some type of "study" a few years ago. Some Surveyors asked to access my land. I "heard" it was around a \$40,000 study, and I was never contacted about the results. Did this study include what impact on adjoining property? I did go to the Brookings county building and asked about this and it "seemed" to always be pushed aside as "it was a long way off and likely not to happen".
6. I was at a meeting several years ago at a farmer's house south of me, (think it was Hexam's) and several gov't type people were there. NRCS people, Big Sioux river people, hydrologists, and others, etc. At the start of the meeting, we were told that

it was estimated that close to 60% of the Big Sioux River was flowing thru this new channel. I remember at the conclusion of meeting it was very unlikely to happen because of the cost, who would fund it? Because it was inside an easement area, and they don't usually give that kind of permission. Also, I specifically remember an "official" talking about how often and likely the Big Sioux river changes course naturally all the time anyway. I have witnessed this in over 20 years of owning property around it, and you can easily pull up an aerial map and see all the old "oxbow" or previous river paths. I have also talked in the past to "older landowners", people who have lived on the river for many many years and we talked about how the river changes its course all the time.

7. I bought and have lived on my property AFTER, the proposed Diversion channel "broke" years ago. This broke prior to my family living and purchasing our property and we are aware of what we are up against living on a river system but fixing this diversion channel now changes all this. The letter references this happening "at some point prior to 2011". Well, if for sure happened prior to 2003, because at that point the channel was really full and was obviously a deep channel at that time.
8. Again, I have been told that more than 60% of the Big Sioux River flows out of the river into this channel. How will NOT impact other areas and cause other concerns?
9. Regarding concerns for transportation infrastructure noted.....What concerns specifically? I would assume Brookings County's concern is the Bridge and adjoining area this channel currently uses?? Is this correct, or are there other concerns?
10. Again, using the 60% (or whatever % it really is) of flow in channel being diverted back to the Big Sioux River main channel, how will the Brand-new bridge and adjoining areas handle this extra flow? Does Brookings county believe there will be no more pressure on that new bridge area? Were the people or groups that planned the new Bridge west of my driveway notified about this possible increase in water flow? If not, are they liable for issues from this? And if so, they had more insight and knowledge about this project than us directly affected? Makes we wonder if I should contact them to find out.
11. Does Brookings County believe that by fixing this problem it will fix all problems? Do they believe that this won' create more problems? Are they prepared to address and pay for the Newly created problems?
12. This letter sent to me addresses a "previously installed diversion structure". I was

told by the current landowner that there was NO previously installed diversion structure. It was possibly that "someone" dug a small channel to let some water out for livestock? Is this true? Why are we labeling it a "previously installed diversion structure" if so. Is this even true, or was it a natural feeder channel or break in main channel, the same type that happens every year? Also, I know of other possible channels that should be repaired then. Will Brookings county pay for these to be repaired?

13. Does the study conducted earlier address the effect of "Drain tile" to the Big Sioux River? There is a correlation to "Drain tile" and the "Altered Water flow (Hydrology)". How has this affected the flow of the Big Sioux River. No question it has increased its flow. There is no doubt that the permits granted and increased water flow into the Big Sioux river from Drain tile permits. A quick search on the internet says there were some studies and concerns by SDSU and Brookings county regarding this. Again, my point is that the Big Sioux River changes all the time on its own and especially with the increased flow from Drain Tile. This channel was very full in 2003. It was not a "installed diversion structure" as stated. Maybe "someone dug a hole" or maybe natural. But that river changes all the time and plugging this WILL NOT stop it from happening again there or elsewhere.
14. Also, this letter states that this will be funded by Brookings County?? So it has been voted and approved? When? Why wasn't I contacted. Again, employees of Brookings County said to me personally they would keep me in the loop.
15. Has this study been sent to NEPA (National Environmental Policy Act)?? I would like to see the findings from them. I would like to know if you have studied or analyzed my "property value" impacts, loss of use to increased flooding, soil erosion and bank instability, ag impacts, and cumulative impacts.
16. How will peak flood elevations change on my parcel?
17. What modeling was used and what assumptions were made?
18. How will erosion and sediment deposition be mitigated?
19. Who is financially responsible for future failures?
20. What alternatives were considered that avoids this?
21. Why is public funding being used for impacts to private property?

I believe I am owed an answer to all the above questions. I want my concerns addressed and not just acknowledged.

I want confirmation that these comments and questions are in the EA record.

As an affected landowner, I am requesting an on-site meeting prior to completion of the EA to review impacts to my property.

Please let me know when I can expect some answers and when I can expect a site visit.

I will also be sending a copy of this via certified mail.

Please confirm receipt of this email.

Thanks

Sean Lesnar
1716 West 44th St S.
Brookings, SD 57006
605-690-6425

From: [Kelli Buscher](#)
To: ["Todd Voss"](#)
Subject: RE:
Date: Monday, December 15, 2025 3:44:00 PM

Mr. Voss – Thank you for your email. We will be sure to consider your comments as we develop the Environmental Assessment.

Kelli D. Buscher, P.E. | Project Manager

Banner Associates, Inc. | Pierre, SD
Toll Free | 1.855.323.6342
Direct Dial | 605.696.9207 Cell | 605.280.1511
www.bannerassociates.com

From: Todd Voss <toddvoss1212@gmail.com>
Sent: Sunday, December 14, 2025 12:19 PM
To: Kelli Buscher <kellib@bannerassociates.com>
Subject:

You don't often get email from toddvoss1212@gmail.com. [Learn why this is important](#)

I sending this email in reference to the work being considered on the diversion ditch/ big Sioux river project. Just wanna let you know I'm not in favor of plugging up that ditch which allows water to cross the hyway to the south. If this is plugged I believe it's gonna cause major problems with my land and several others from the river essentially being dammed up and flow restriction greatly increased. I know the big Sioux can be a tricky thing to deal with but in most instances it is gonna do whatever it wants and I don't think you guys trying to change it's flow is gonna be a positive outcome. Any questions 6056907900. But to be clear I'm not in favor of this project !!

RESOLUTION #26-____

**A RESOLUTION FOR BROOKINGS COUNTY BRIDGE REINSPECTION
PROGRAM FOR USE WITH SDDOT RETAINER CONTRACTS**

WHEREAS, 23 CFR 650 Subpart C, requires initial inspection of all bridges and reinspection at intervals not to exceed two years with the exception of reinforced concrete box culverts that meet specific criteria. These culverts are reinspected at intervals not to exceed four years.

THEREFORE, Brookings County is desirous of participating in the Bridge Inspection Program.

The County requests SDDOT to hire Banner Associates, Inc.
(Consulting Engineers) for the inspection work. SDDOT will secure federal approvals, make payments to the Consulting Engineer for inspection services rendered, and bill the County for 20% of the cost. The County will be responsible for the required 20% matching funds.

Vote of the Brookings County Board of County Commissioners: Yea _____ Nay _____

Dated this 3rd day of February, 2026, at Brookings, South Dakota.
(city)

Board of County Commissioners

Of Brookings County

ATTEST:

County Auditor

Shawn Hostler, Chairperson
Brookings County Commission

2026 - 2028
LOCAL – BRIDGE INSPECTION

AECOM TECHNICAL SERVICES, INC.

BANNER ASSOCIATES, INC.

BROSZ ENGINEERING, INC.

CIVIL DESIGN INC.

COLLINS ENGINEERS, INC.

CONSOR ENGINEERS, LLC.

FICKETT STRUCTURAL SOLUTIONS, INC.

HDR ENGINEERING, INC.

HOUSTON ENGINEERING, INC.

IMEG CONSULTANTS CORP.

JEO CONSULTING GROUP, INC.

KIRKHAM MICHAEL & ASSOCIATES INC

KLJ ENGINEERING

MARINE SOLUTIONS, INC.

SCHEMMER ASSOCIATES, INC.

SHORT ELLIOTT HENDRICKSON INC.

STANTEC CONSULTING SERVICES INC.

ULTEIG OPERATIONS, LLC.

WISS, JANNEY, ELSTNER ASSOCIATES INC.

Brookings County Finance Office

Jenna Baker, Finance Specialist

520 3rd Street, Suite 100

Brookings, SD 57006

Phone: 605-696-8250

jbaker@brookingscountysd.gov



To: Commissioners
FROM: Jenna Baker, Finance Specialist
RE : Election Agreement between Brookings County and the Brookings School District
for the June 2nd Primary Election

Commissioners,

Before you is an agreement between Brookings County and the Brookings School District for the upcoming 2026 Election. The Brookings School District would like to combine with us for the Primary Election on June 2, 2026. The School Board approved the agreement during their January 12th board meeting.

If you have any questions, please let me know.

Thank you,

A handwritten signature in black ink that reads "Jenna Baker".

Jenna Baker
Finance Specialist
Brookings County

ELECTION AGREEMENT FOR BROOKINGS COUNTY

This agreement is entered into between Brookings County and the Brookings School District 5-1, political subdivisions of the State of South Dakota, for the purpose of allocating expenses of combined elections in even numbered years and elections Brookings County is not directly involved in. All under the provisions of SDCL 9-13-37, 13-7-10.3 and 12-2-6.

COMBINED ELECTIONS (EVEN NUMBERED YEARS)

PURPOSE:

The purpose of this agreement is to provide a method for the parties to conduct their individually required elections in one combined election pursuant to the provisions of the South Dakota Codified Laws referred to above to save overall tax dollars on the costs of providing elections for each entity and to encourage a better voter turnout for all entities.

RESPONSIBILITIES:

The parties to this agreement shall each perform election tasks as set forth in this paragraph.

The board of each entity shall approve the agreed on combined election date during an official meeting.

Each entity shall file its own notice of vacancy and the time and place for filing petitions.

Once candidates have filed their nominating petitions, each entity shall verify petition validity as provided by SDCL 12-6-8; specifically, that the required number of signatures is present, and that each signer is a registered voter within the entity's jurisdiction.

After petitions have been verified, each entity shall draw candidate names for ballot position. The candidates should be notified and invited to attend the drawing. Once the ballot order has been determined, the Brookings School Business Manager shall certify to the Brookings County Finance Office the offices and terms to be filled through the election, the names of the people whose nominating petitions have been filed and the order in which they are to appear on the ballot. The certification must list the candidate names exactly as they appear on the nominating petitions. (SDCL 12-2-5)

Upon receipt of candidate and/or ballot question language certification from the Brookings School Business Manager, the Brookings County Finance Office will assume the sole responsibility for conducting the combined election from that point forward.

This responsibility will include, but is not limited to joint publications (i.e. notice of voter registration deadline, notice of election, notice of public test for automatic tabulating equipment, facsimile ballot, instructions to voters, etc.), preparing and ordering proper number of ballot stock, hiring and training election workers, ExpressVote programming, absentee voting, public testing of the automatic tabulating

system, polling place setup/teardown, transporting necessary election supplies to each polling location and facilitating election day activities.

Each entity shall have representatives present to assist with the tabulating of votes and any needed assistance on Election night. Votes will be counted on third floor in the Chambers of the Brookings City/County Government Center building. The Brookings County Finance Office will assign specific election night duties to each representative present to assist with the tabulating of votes.

COST SHARING:

Twenty-five percent (25%) of the total cost will be divided between participating entities. The remaining seventy-five (75%) will be divided by ballot composition per entity.

Costs will include, but not limited to, jointly published notices, salaries and expenses of election boards and election workers needed, all jointly used materials such as ballot stock, poll pads, data processing, set up and testing of ballots, equipment maintenance and any other charges incurred in the scope of the election process.

Brookings County will initially pay all costs associated with the election. The Brookings County Finance Office will then bill each entity involved for reimbursement of their portion of the bills. Payment is due within 60 days of the date of the invoice.

ABSENTEE BALLOTS:

Absentee ballots shall be available at the Brookings County Finance Office for voters who wish to vote absentee. Absentee workers will be hired by Brookings County.

CANVASSING THE VOTE:

There shall be a joint canvassing of the vote with the canvass board consisting of at least a quorum of each of the respective boards at a joint meeting the Thursday following the election.

The Brookings County Finance Office shall provide the necessary reports to the City of Brookings and Brookings School Districts where Brookings County is not involved, if requested.

COOPERATION:

Each entity is hereby empowered and directed to cooperate in any manner that will accomplish the purpose and intent of this agreement to facilitate the election in the most efficient and economical manner.

TERM OF AGREEMENT:

This agreement shall be in effect Tues. Feb 3, 2026. Thereafter this agreement will be automatically renewed for each succeeding year. To amend or terminate this agreement for the upcoming year, any party must notify the other party of its intent to withdraw by January 1st of that year, effective immediately on that date.

OTHER ELECTIONS (ODD NUMBERED YEARS)

COST SHARE:

Brookings County is not responsible for supplying the supplies (absentee envelopes, ballots, thermal paper, etc.) needed to hold their own elections. However, if Brookings County provides supplies in an emergency, Brookings County will be refunded the cost of the supplies used.

General expectation of costs will be discussed in advance of the election. All costs accrued by Brookings County during an election shall be invoiced back to the entity involved. Payments for said costs shall be remitted sixty (60) days after receipt of said invoice from Brookings County.

VOTING EQUIPMENT:

Brookings County agrees to supply voting booths, ballot boxes, secrecy sleeves, and the required signage at no cost. The party holding the election is responsible for:

- Setting a time to assist with getting equipment for Election Day;
- Scheduling a time to assist in return of election equipment;
- Transport and setup/teardown of election equipment; and
- Cost of replacing missing equipment and repairing any damage to equipment, other than mechanical failure

POLLBOOKS, DS850 SCANNER & EXPRESSVOTE:

Brookings County agrees to pay the maintenance and upkeep costs of the Pollbooks, DS850 tabulator, and the ExpressVote voter assist terminals.

If another entity wishes to use these machines for their election, they are responsible for the cost of programming, user license fees, on-site support, delivery and pick up of the equipment and repairing any damage to the equipment, other than mechanical failure of machines. The cost to rent each pollbook is \$100.00.

The agreement between Brookings County and KNOWiNK covers the relationship between KNOWiNK and the licensee, Brookings County. Use of the Pollbooks requires you to enter into a user agreement with KNOWiNK prior to Brookings County allowing the use of the Pollbooks.

ELECTION SUPPORT:

Staff from the Finance Office will be present in the Finance Office from 7:00 a.m. to 7:00 p.m. on Election Day to assist with registration issues.

Brookings County is not responsible for on-site support or troubleshooting the Pollbooks. If an entity wishes to have on-site support for troubleshooting the Pollbooks, they are responsible for the cost of that on-site support using KNOWiNK.

Brookings County shall be reimbursed at a rate of fifty (50) dollars an hour for Absentee Voting and TotalVote file transmission.

ELECTION NIGHT:

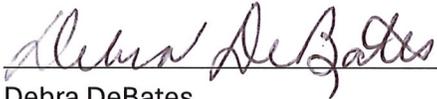
For entities using the DS850 scanner to count their ballots, the Finance Office staff will be present on election night to assist with the county and intake process.

In the event of a recount, the DS850 scanner will be made available, but the presence of the Finance Office staff will not be required. If the DS850 scanner needs to be moved between floors, the Finance Office staff is responsible for moving and securing.

EFFECTIVE DATE:

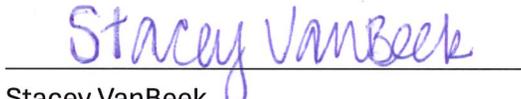
This Agreement shall become effective on the date that all parties have signed the agreement.

Dated this 12th day of January, 2026



Debra DeBates

Brookings School Board President



Stacey VanBeek

Brookings School Business Manager

Shawn Hostler

Brookings County Commission Chair

Lori Schultz

Brookings County Finance Officer



Brookings County Finance Office

520 3rd Street Suite 100 ♦ Brookings, SD 57006

Phone: (605) 696-8250

January 26, 2026

TO: Brookings County Commission
FROM: Jennifer Beller, Deputy Finance Officer
RE: Tax Abatement

- **Abatement 26-01** Applicant applied for abatement due to structure being removed after assessment date. Structure removed 5/1/2025.
Amount of abatement **\$207.75**

Jacob Brehmer, Director of Equalization and Lori Schultz, Finance Officer both recommend approval of this application.

APPLICATION FOR ABATEMENT AND/OR REFUND OF PROPERTY TAXES

Abatement # 26-01 Assessment year 2025 Payable Year 2026

Board of County Commissioners of Brookings County, South Dakota

NAME Kenneth Fidele

MAILING ADDRESS 112 Marvin Ave

CITY Volga State SD Zip Code 57071

Legal Description of Property ASKS Addition, Lot 1 Block 14, Volga City

Parcel # 36025-01400-001-00

Amount of abatement being requested \$ 207.75

Application for an abatement / refund of taxes is being presented due to the following reason (check applicable provision)

- An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;
- Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;
- The property is exempt from the tax;
- The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessments;
- Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;
- The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.
- A loss occurred because of flood, fire, storm, or other unavoidable casualty; Date of Loss _____
- Structures have been removed after the assessment date (upon verification by the director of equalization)
Date structures removed 5/1/2025
- Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4
- Applicant, having otherwise qualified for classification of owner-occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.
- Other / Comments _____

Assessor Recommendation: Approve Deny

Signature Jacob [Signature]



(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding -- Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons.
Kenneth Fidele
Applicant's Signature

Subscribed and sworn to, before me this 6th day of January, 2026
Melissa J. Walsh
Notary / Auditor / Deputy Auditor

DATE RECEIVED in the County Auditor's office _____	Received by _____
Total Valuation _____	Total Taxes on Property _____
Amount Abated _____	Amount Refunded _____
Date Approved _____	Check Number _____

APPLICATION FOR ABATEMENT AND/OR REFUND OF PROPERTY TAXES

Abatement # _____ Assessment year 2025 Payable Year 2026

Board of County Commissioners of Brookings County, South Dakota

NAME _____

MAILING ADDRESS _____

CITY Brookings State SD Zip Code 57006

Legal Description of Property N 472' of W 150' of Gov't Lot 3 in NW 1/4 Sec 6-110-50

Parcel # 06980-11050-06200

Amount of abatement being requested \$ 22,66

Application for an abatement / refund of taxes is being presented due to the following reason (check applicable provision)

- An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;
- Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;
- The property is exempt from the tax;
- The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessments;
- Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;
- The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.
- A loss occurred because of flood, fire, storm, or other unavoidable casualty; Date of Loss _____
- Structures have been removed after the assessment date (upon verification by the director of equalization)
Date structures removed _____
- Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4
- Applicant, having otherwise qualified for classification of owner-occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.
- Other / Comments _____

Assessor Recommendation: Approve Deny Signature Jacob Brown

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding - - Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons.

Subscribed and sworn to, before me this 16 day of Jan, 2025

[Signature]
Applicant's Signature

[Signature]
Notary / Auditor / Deputy Auditor

DATE RECEIVED in the County Auditor's office _____	Received by _____
Total Valuation _____	Total Taxes on Property _____
Amount Abated _____	Amount Refunded _____
Date Approved _____	Check Number _____

CHANGE ORDER NO.: ONE (1) - FINAL

Owner: Brookings County Highway Department Owner's Project No.:
 Engineer: Banner Associates, Inc. Engineer's Project No.: 23690.00
 Contractor: Hollaway Bridge and Culvert, Inc. Contractor's Project No.:
 Project: Structure and Approach Grading, SN 06-280-172, PCN 08F4
 Contract Name:
 Date Issued: August 26, 2025 Effective Date of Change Order: September 2, 2025

The Contract is modified as follows upon execution of this Change Order:

Description:

This change order addresses the Final Adjustment of Quantities

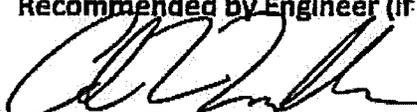
Attachments:

Final Adjustment of Quantities

Change In Contract Price	Change In Contract Times
Original Contract Price: \$ <u>1,528,691.25</u>	Original Contract Times: Substantial Completion: <u>June 12, 2026</u> Ready for final payment: <u>July 17, 2026</u>
{Increase} {Decrease} from previously approved Change Orders No. 1 to No. [NA]: \$ <u>0.00</u>	{Increase} {Decrease} from previously approved Change Orders No.1 to No. [NA]: Substantial Completion: <u>Zero (0) days</u> Ready for final payment: <u>Zero (0) days</u>
Contract Price prior to this Change Order: \$ <u>1,528,691.25</u>	Contract Times prior to this Change Order: Substantial Completion: <u>June 12, 2026</u> Ready for final payment: <u>July 17, 2026</u>
{Increase} {Decrease} this Change Order: \$ <u>41,368.00</u>	{Increase} {Decrease} this Change Order: Substantial Completion: <u>Zero (0) days</u> Ready for final payment: <u>Zero (0) days</u>
Contract Price Incorporating this Change Order: \$ <u>1,487,323.25</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>June 12, 2026</u> Ready for final payment: <u>July 17, 2026</u>

Recommended by Engineer (if required)

By:



Colin W. Zwaschka, PE, Banner Associates, Inc

Title: Project Manager

Date: August 26, 2025

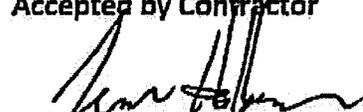
Authorized by Owner

By:

Title:

Date:

Accepted by Contractor



Levi Hillmer, Hollaway Bridge and Culvert, Inc.

President

August 26, 2025

Approved by Funding Agency (if applicable)

FINAL ADJUSTMENT OF QUANTITIES
Structure and Approach Grading - Str. No. 06-280-172

Item		Bid Quantity	Unit	Unit Price	Bid Value	Installed Quantity	Installed Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description										
009E0010	Mobilization	1	LS	\$200,000.00	\$200,000.00	1	\$200,000.00		\$200,000.00	100.0%	
009E5000	Concrete Penetrating Sealer	516	SqYd	\$15.00	\$7,740.00	520	\$7,800.00		\$7,800.00	100.8%	(\$60.00)
100E0100	Clearing	1	LS	\$2,500.00	\$2,500.00	1	\$2,500.00		\$2,500.00	100.0%	
110E1690	Remove Sediment	1	CuYd	\$1.00	\$1.00	1	\$1.00		\$1.00	100.0%	
120E0010	Unclassified Excavation	1,770.00	CuYd	\$15.00	\$26,550.00	1,770.00	\$26,550.00		\$26,550.00	100.0%	
120E0600	Contractor Furnished Borrow Excavation	2,820.00	CuYd	\$25.00	\$70,500.00	1,025.60	\$25,640.00		\$25,640.00	36.4%	\$44,860.00
120E7000	Select Granular Backfill	12.2	Ton	\$150.00	\$1,830.00	12.2	\$1,830.00		\$1,830.00	100.0%	
230E0010	Placing Topsoil	660	CuYd	\$10.00	\$6,600.00	660	\$6,600.00		\$6,600.00	100.0%	
250E0030	Incidental Work, Structure	1	LS	\$60,000.00	\$60,000.00	1	\$60,000.00		\$60,000.00	100.0%	
260E3090	Gravel Surfacing, State Furnished	720	Ton	\$8.00	\$5,760.00						\$5,760.00
410E0030	Structural Steel	1	LS	\$309,000.00	\$309,000.00	1	\$309,000.00		\$309,000.00	100.0%	
411E0100	Bridge Painting	1	LS	\$30,000.00	\$30,000.00	1	\$30,000.00		\$30,000.00	100.0%	
420E0100	Structure Excavation, Bridge	158	CuYd	\$50.00	\$7,900.00	178	\$8,900.00		\$8,900.00	112.7%	(\$1,000.00)
430E0200	Bridge End Embankment	284	CuYd	\$42.00	\$11,928.00	284	\$11,928.00		\$11,928.00	100.0%	
430E0300	Granular Bridge End Backfill	40.2	CuYd	\$110.00	\$4,422.00	40.2	\$4,422.00		\$4,422.00	100.0%	
450E4759	18" CMP 16 Gauge, Furnish	92	Ft	\$90.00	\$8,280.00	92	\$8,280.00		\$8,280.00	100.0%	
450E4760	18" CMP, Install	92	Ft	\$20.00	\$1,840.00	92	\$1,840.00		\$1,840.00	100.0%	
450E5406	18" CMP Safety End, Furnish	4	Each	\$150.00	\$600.00	4	\$600.00		\$600.00	100.0%	
450E5407	18" CMP Safety End, Install	4	Each	\$100.00	\$400.00	4	\$400.00		\$400.00	100.0%	
460E0030	Class A45 Concrete, Bridge Deck	123.7	CuYd	\$1,250.00	\$154,625.00	122.5	\$153,125.00		\$153,125.00	99.0%	\$1,500.00
460E0050	Class A45 Concrete, Bridge	95	CuYd	\$1,150.00	\$109,250.00	91.6	\$105,340.00		\$105,340.00	96.4%	\$3,910.00
470E0420	Type T101 Bridge Railing	288	Ft	\$190.00	\$54,720.00	320	\$60,800.00		\$60,800.00	111.1%	(\$6,080.00)
480E0100	Reinforcing Steel	14,349.00	Lb	\$2.50	\$35,872.50	11,581.00	\$28,952.50		\$28,952.50	80.7%	\$6,920.00
480E0200	Epoxy Coated Reinforcing Steel	35,485.00	Lb	\$2.25	\$79,841.25	35,547.00	\$79,980.75		\$79,980.75	100.2%	(\$139.50)
510E0300	Preboring Pile	140	Ft	\$72.00	\$10,080.00	84	\$6,048.00		\$6,048.00	60.0%	\$4,032.00
510E3361	HP 10x42 Steel Test Pile, Furnish and Drive	240	Ft	\$100.00	\$24,000.00	280	\$28,000.00		\$28,000.00	116.7%	(\$4,000.00)
510E3365	HP 10x42 Steel Bearing Pile, Furnish and Drive	1,920.00	Ft	\$90.00	\$172,800.00	2,006.00	\$180,540.00		\$180,540.00	104.5%	(\$7,740.00)
632E1320	2.0"x2.0" Perforated Tube Post	30	Ft	\$20.00	\$600.00	30	\$600.00		\$600.00	100.0%	
632E3526	Install State Furnished Sign	2	Each	\$210.00	\$420.00	2	\$420.00		\$420.00	100.0%	
634E0110	Traffic Control Signs	134	SqFt	\$4.50	\$603.00	134	\$603.00		\$603.00	100.0%	
634E0120	Traffic Control, Miscellaneous	1	LS	\$5,250.00	\$5,250.00	1	\$5,250.00		\$5,250.00	100.0%	
634E0275	Type 3 Barricade	10	Each	\$110.00	\$1,100.00	10	\$1,100.00		\$1,100.00	100.0%	
700E0210	Class B Riprap	1,137.10	Ton	\$80.00	\$90,968.00	1,162.90	\$93,032.00		\$93,032.00	102.3%	(\$2,064.00)
700E1100	Overburden Excavation for Riprap	622	CuYd	\$25.00	\$15,550.00	762	\$19,050.00		\$19,050.00	122.5%	(\$3,500.00)
734E0010	Erosion Control	1	LS	\$4,500.00	\$4,500.00	1	\$4,500.00		\$4,500.00	100.0%	
734E0102	Type 2 Erosion Control Blanket	515	SqYd	\$3.50	\$1,802.50	528	\$1,848.00		\$1,848.00	102.5%	(\$45.50)
734E0154	12" Diameter Erosion Control Wattle	840	Ft	\$4.00	\$3,360.00	725	\$2,900.00		\$2,900.00	86.3%	\$460.00
734E0165	Remove and Reset Erosion Control Wattle	210	Ft	\$1.00	\$210.00	210	\$210.00		\$210.00	100.0%	
831E0110	Type B Drainage Fabric	1,176.00	SqYd	\$5.00	\$5,880.00	1,465.00	\$7,325.00		\$7,325.00	124.6%	(\$1,445.00)
831E1030	Perforated Geocell	352	SqFt	\$4.00	\$1,408.00	352	\$1,408.00		\$1,408.00	100.0%	
Totals					\$1,528,691.25		\$1,487,323.25		\$1,487,323.25	97.3%	\$41,368.00

CHANGE ORDER NO.: 01

Owner: Brookings County Highway Department Owner's Project No.:
 Engineer: Banner Associates, Inc. Engineer's Project No.: 23923.00
 Contractor: Katzer Concrete, Inc. Contractor's Project No.:
 Project: Structure and Approach Grading, SN 06-320-118, PCN 08X0
 Contract Name:
 Date Issued: December 11, 2025 Effective Date of Change Order: January 6, 2026

The Contract is modified as follows upon execution of this Change Order:

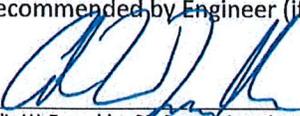
Description:

This change order addresses the Final Adjustment of Quantities

Attachments:

Final Adjustment of Quantities

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>460,960.00</u>	Original Contract Times: Substantial Completion: <u>October 15, 2026</u> Ready for final payment: <u>November 20, 2026</u>
{Increase} {Decrease} from previously approved Change Orders No. 1 to No. [NA]: \$ <u>0.00</u>	{Increase} {Decrease} from previously approved Change Orders No.1 to No. [NA]: Substantial Completion: <u>Zero (0) days</u> Ready for final payment: <u>Zero (0) days</u>
Contract Price prior to this Change Order: \$ <u>460,960.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 15, 2026</u> Ready for final payment: <u>November 20, 2026</u>
{Increase} {Decrease} this Change Order: \$ <u>7,691.86</u>	{Increase} {Decrease} this Change Order: Substantial Completion: <u>Zero (0) days</u> Ready for final payment: <u>Zero (0) days</u>
Contract Price incorporating this Change Order: \$ <u>453,268.14</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 15, 2026</u> Ready for final payment: <u>November 20, 2026</u>

Recommended by Engineer (if required)
 By: 
 Colin W. Zwaschka, PE, Banner Associates, Inc

Accepted by Contractor

 Brooks Katzer, Katzer Concrete, Inc.

Title: Project Manager

President

Date: December 11, 2025

December 11, 2025

Authorized by Owner

Approved by Funding Agency (if applicable)

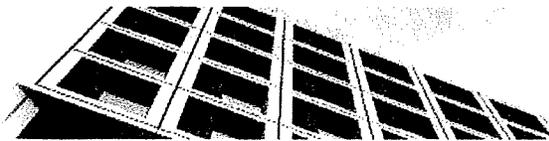
By: _____
 Title: _____
 Date: _____

FINAL ADJUSTMENT OF QUANTITIES
Structure and Approach Grading - Str. No. 06-320-118

Bid Item No.	Item Description	Bid Quantity	Unit	Unit Price	Bid Value	Installed Quantity	Installed Value	Materials Presently Stored (Not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
009E0010	Mobilization	1	LS	\$56,500.00	\$56,500.00	1	\$56,500.00		\$56,500.00	100.0%	
100E0100	Clearing	1	LS	\$2,625.00	\$2,625.00	1	\$2,625.00		\$2,625.00	100.0%	
110E1010	Remove Asphalt Concrete Pavement	343.2	SqYd	\$4.50	\$1,544.40	285	\$1,282.50		\$1,282.50	83.0%	\$261.90
110E1690	Remove Sediment	0.5	CuYd	\$30.00	\$15.00						\$15.00
120E0010	Unclassified Excavation	1,858.00	CuYd	\$12.70	\$23,596.60	1,858.00	\$23,596.60		\$23,596.60	100.0%	
120E0600	Contractor Furnished Borrow Excavation	492.00	CuYd	\$22.00	\$10,824.00	138.22	\$3,040.84		\$3,040.84	28.1%	\$7,783.16
230E0010	Placing Topsoil	196	CuYd	\$5.30	\$1,038.80	196	\$1,038.80		\$1,038.80	100.0%	
250E0030	Incidental Work, Structure	1	LS	\$12,730.00	\$12,730.00	1	\$12,730.00		\$12,730.00	100.0%	
260E1010	Base Course	637	Ton	\$22.80	\$14,523.60	520	\$11,856.68		\$11,856.68	81.6%	\$2,666.92
320E1200	Asphalt Concrete Composite *	174	Ton	\$164.00	\$28,536.00	176.1	\$28,880.40		\$28,880.40	101.2%	(\$344.40)
420E0200	Structure Excavation, Box Culvert	88	CuYd	\$13.00	\$1,144.00	88	\$1,144.00		\$1,144.00	100.0%	
421E0200	Box Culvert Undercut	272	CuYd	\$42.00	\$11,424.00	272	\$11,424.00		\$11,424.00	100.0%	
460E0120	Class A45 Concrete, Box Culvert	196.1	CuYd	\$888.00	\$174,136.80	197.1	\$175,024.80		\$175,024.80	100.5%	(\$888.00)
480E0100	Reinforcing Steel	28748	Lb	\$3.30	\$94,868.40	28748	\$94,868.40		\$94,868.40	100.0%	
632E1320	2.0"x2.0" Perforated Tube Post	30	Ft	\$23.00	\$690.00	30	\$690.00		\$690.00	100.0%	
632E3526	Install State Furnished Sign	2	Each	\$430.00	\$860.00	2	\$860.00		\$860.00	100.0%	
633E1220	High Build Waterborne Pavement Marking Paint, 4" White	440	Ft	\$1.60	\$704.00	440	\$704.00		\$704.00	100.0%	
633E1222	High Build Waterborne Pavement Marking Paint, 4" Yellow	270	Ft	\$1.60	\$432.00	270	\$432.00		\$432.00	100.0%	
634E0110	Traffic Control Signs	146.5	SqFt	\$4.20	\$615.30	146.5	\$615.30		\$615.30	100.0%	
634E0120	Traffic Control, Miscellaneous	1	LS	\$3,000.00	\$3,000.00	1	\$3,000.00		\$3,000.00	100.0%	
634E0275	Type 3 Barricade	11	Each	\$108.00	\$1,188.00	11	\$1,188.00		\$1,188.00	100.0%	(\$1,499.52)
700E0210	Class B Riprap	129.6	Ton	\$48.00	\$6,220.80	160.84	\$7,720.32		\$7,720.32	124.1%	
734E0010	Erosion Control	1.00	LS	\$2,640.00	\$2,640.00	1.00	\$2,640.00		\$2,640.00	100.0%	
734E0102	Type 2 Erosion Control Blanket	264.00	SqYd	\$2.00	\$528.00	270.00	\$540.00		\$540.00	102.3%	(\$12.00)
734E0154	12" Diameter Erosion Control Wattle	200	Ft	\$3.50	\$700.00	311	\$1,088.50		\$1,088.50	155.5%	(\$388.50)
734E0165	Remove and Reset Erosion Control Wattle	50	Ft	\$1.05	\$52.50	100	\$105.00		\$105.00	200.0%	(\$52.50)
734E0604	High Flow Silt Fence	50.00	Ft	\$5.35	\$267.50	22.00	\$117.70		\$117.70	44.0%	\$149.80
734E0900	Temporary Diversion Channel for Fish Passage	1	Each	\$8,000.00	\$8,000.00	1	\$8,000.00		\$8,000.00	100.0%	
831E0110	Type B Drainage Fabric	206	SqYd	\$7.55	\$1,555.30	206	\$1,555.30		\$1,555.30	100.0%	
	Totals				\$460,960.00		\$453,268.14		\$453,268.14	98.3%	\$7,691.86



TRANE



Pricing and Acceptance

Joseph Salvati

Brookings County Outdoor Adventure Center
 2810 22nd Avenue South
 Brookings, SD 57006

Site Address

Brookings County Outdoor Adventure Center
 2810 22nd Avenue South
 Brookings, SD 57006

Description	Pricing	Terms	Approval
Tracer SC+ Upgrade 2025	\$7,950.00	Net 30	

Invoice Schedule

- Final invoice will be issued on completion of project

Financial Items Not Included

- Applicable taxes are not included and will be added to the invoice.
- Bid Bond, Payment, or Performance Bond
- Demurrage or Storage Charges
- Participation in OCIOP or CCIP Insurance Programs

Acceptance

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Service

CUSTOMER ACCEPTANCE	
Brookings County Outdoor Adventure Center Authorized Representative	
Signature	
Printed Name	
Title	
Acceptance Date	
Purchase Order	

January 27, 2026, 2:30 PM Bid Opening Tabulation

3/4" crushed gravel

Contractor/Twp/Pit Owner	Bid
Bowes Construction (Sherman) Davis	\$ 5.00
Bowes Construction (Aurora) Dupraz	\$ 5.00
Sterzinger Crushing (Alton) Davis	\$ 6.00
Sterzinger Crushing (Windsor) Jensen	\$ 6.50
Sterzinger Crushing (Elkton) Skyview	\$ 7.50

#250 crushed quartzite rip rap "Class A"

Contractor	Bid
L.G. Everist (Brookings plant)	\$ 39.60

#150 erosion stone crushed quartzite

Contractor	Bid
L.G. Everist (Brookings plant)	\$ 36.40

1" x #4 crushed quartzite "Class A"

Contractor	Bid
L.G. Everist (Brookings plant)	\$ 32.15

Crushed quartzite ballast #4

Contractor	Bid
L.G. Everist (Brookings plant)	\$ 32.15

3/8" Pea Rock

Contractor	Bid
L.G. Everist (Brookings plant)	\$ 14.25

Icing Sand

Contractor	Bid
L.G. Everist (Brookings plant)	\$ 13.70

Asphalt FOB

Contractor/Mix	Bid
Bowes E1 Virgin PG 58-28 Oil	\$ 74.00
Bowes E1 20% Rap PG 58-28 Oil	\$ 65.00
Bowes E2 Virgin PG 58-28 Oil	\$ 73.50
Bowes E2 20% PG 58-28 Oil	\$ 66.50
Bowes E1 Virgin PG 58-34 Oil	\$ 80.00
Bowes E1 20% Rap PG 58-34 Oil	\$ 69.25
Bowes E2 Virgin PG 58-34 Oil	\$ 79.25
Bowes E2 20% Rap PG 58-34 Oil	\$ 71.00
Bowes E2 10% Rap PG 58-34 Oil	\$ 85.00
Bowes G1-Virgin PG 58-34 Oil	\$ 86.25
Bowes G1-20% Rap PG 58-34 Oil	\$ 73.25
Bowes G2-Virgin PG 58-34 Oil	\$ 86.25
Bowes G2-20% Rap PG 58-34 Oil	\$ 75.00
Bowes Q2-Virgin Rap PG 58-34 Oil	\$ 84.00
Bowes Q2-20% Rap PG 58-34 Oil	\$ 72.00
Duinick 1/2" Mix Design Type D (30% Rap)PG 58-28	\$ 78.00
Duinick 1/2" Mix Design Type E (20% Rap)PG 58-28	\$ 81.00
Duinick 1/2" Mix Design Type E (Virgin)PG 58-28	\$ 94.00
Duinick Cold Mix	\$ 175.00

Asphalt patching

Contractor	Bid
Duinick	\$ 135.00
Bowes	\$ 124.00

Road Oil

Contractor	Bid
Flint Hills CRS2-P Emulsion	\$ 671.00
Jebro CRS2-P Emulsion	\$ 663.89

Contractor	Bid
Flint Hills CSS1H 3:1 Emulsion	\$ 521.00
Jebro CSS1H 3:1 Emulsion	\$ 483.89

Contractor	Bid
Jebro MC-70	\$ 1,103.89

PVC Lining

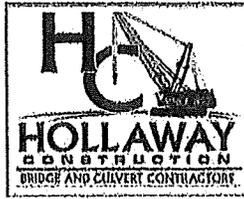
Contractor	Bid
Subsurface, Inc 18"	\$ 190.00
Subsurface, Inc 24"	\$ 225.00
Subsurface, Inc 30"	\$ 285.00
Subsurface, Inc 36"	\$ 400.00
Subsurface, Inc 42"	\$ 485.00
Subsurface, Inc 48"	\$ 545.00

Aggregate Base Stabilizer

Contractor	Bid
Team Laboratory Chem. Corp. 55 gal. drum	\$ 30.00
Team Laboratory Chem. Corp. 275 gal. 1-7	\$ 29.00
Team Laboratory Chem. Corp. 275 gal. 8-14	\$ 28.00
Team Laboratory Chem. Corp. 275 gal. 15+	\$ 27.00

Equipment Rental

(SEE ATTACHED SHEET) ALL BIDS ARE ACCEPTED



January 20, 2026

Honorable Commission,

As requested in the Annual Bid for Bridge Work/Repair 2026, we offer the following:

Equipment

40-ton American Crane w/operator --\$450/hour
110-ton Grove Crane w/operator -- \$600/ hour
75-ton American Crane w/operator -- \$400 hour
Komatsu 238 Excavator & Hydraulic Breaker -- \$370/ hour
CAT 299D2 Skid Steer Loader w/operator -- \$220/hour
Bridge Snooper Truck -- \$1200/ day
Excavator w/Vibratory Pile Driver & Operator -- \$640/hour
324K Front End Loader - \$230/hour
JLG/Genie Tella Handler - \$180/hour
TB 370 Mini Excavator w/operator -- \$210/hour
Ford Service Truck/Crane/welder - \$200/hour
Heated High Pressure Washer - \$75/hour
290 Takeuchi Mini Excavator - \$240/hour
12 Takeuchi Skid loader - \$230/hour

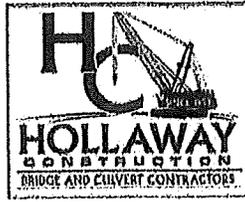
Labor

Project Manager -- \$220/hour
Bridge Superintendent -- \$180/ hour
General Labor -- \$125/ hour
Certified Welder w/ Portable Welder -- \$180/ hour

Cost estimates to complete a bridge project will be provided by Hollaway Bridge and Culvert, Inc. Estimates will include all equipment, labor, County furnished materials, and taxes to complete the project.

Levi Hillmer, President
Hollaway Bridge and Culvert, Inc.

880 East 6th St, PO Box 33, Parker SD 57053. Levi Hillmer (605)280-8761



January 20, 2026

Honorable Commission,

As requested in the Annual Bid for Bridge Materials 2026, we offer the following:

Materials

H-Pile 10x42	\$60/ft
W6x20	\$35/ft
W18x35	\$55/ft
W14x22	\$40/ft
12" c-channel	\$35/ft
18" c-channel	\$90/ft
4"x4"x3/8" angle	\$20/ft
5"x3/8" plate	\$15/ft
4"x1/4" plate	\$10/ft
12"x3/8" plate	\$35/ft
12 gage Galv. Decking	\$30/SqFT
10 gage Galv. Sheet piling	\$25/SqFt
4"x3" Steel Tubing 1/4"	\$20/ft
Welding Rod	\$7/lb - \$50/box

Prices above are based on full truck deliveries. Anything less than a full truck will be assessed the extra freight charge.

Rebar

#5	\$2.30/ft
#6	\$3.25/ft
#7	\$4.50/ft
#8	\$5.80/ft
#9	\$7.45/ft

Cost estimates to complete a bridge project will be provided by Holloway Bridge and Culvert, Inc. Estimates will include all equipment, labor, County furnished materials, and taxes to complete the project.

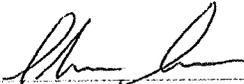
Levi Hillmer, President
Holloway Bridge and Culvert, Inc.

EQUIPMENT RENTAL SPECIFICATIONS 2026

- State year, make, model and size
- The per hour rental rate bid may include equipment only without an operator or a bid that must include an operator, and the hourly rate bid will include all fuel and insurance.
- Equipment requested for bid include but not limited to:

ASPHALT PAVER (minimum 12' Paving Width)
DOZER
EXCAVATOR (200 Class)
MOTOR GRADER
RECYCLING MACHINE
RUBBER TIRE ROLLER
STEEL FACED ROLLER
END DUMP
SIDE DUMP
WATER TRUCK
ROAD WIDENER/SHOULDER MACHINE

- Contractors will be required to submit a certificate of insurance prior to working for the county. This would also include proof of Liability and Workman's Compensation insurance.
- Bidder to mark DATE, TIME and ITEM BID on envelope.
- Call for Bids shall be considered as part of these specifications.

Signature: 

Company Name: Equipment Share

Address: 2900 E Rice St City: Sioux Falls State: SD

Mobil Phone: 605-910-1487 Office Phone: 605-601-9101

Email Address: shayne.jensen@equipmentshare.com



Quote

January 12 2026 21:22 PM

EquipmentShare

Sioux Falls, SD - Core Solutions
2900 E Rice St

Quote # 1046752
Purchase Order: None
Customer Account: 170168
Quote Expires May 13 2026 08:00 AM

Rep: Shayne Jensen
shayne.jensen@equipmentshare.com

Customer Information

Brookings County Highway Department
Ordered By: Brian Gustad
bgustad@brookingscountysd.gov
605 695 4371

Delivery Location

Shop
422 Western Avenue
Brookings, South Dakota 57006

Site Contact Information

Site Contact: Brian Gustad
Site Contact Phone: +16056954371

Order Note

Without Operator- Prices Good For Year 2026

Rental Summary

Start Date: April 13 2026 08:00 AM
End Date: April 14 2026 08:00 AM
RPP (required): \$816.00

Equipment Type	Quantity	Day Rate	Week Rate	4-Week Rate	Shift	Subtotal
3105 - Track Dozer 16,000 - 18,000 lbs, 65 - 80 Hp ¹ Note: John Deere 450	1	\$575.00	\$1,600.00	\$4,000.00	Single	\$575.00
3103 - Track Dozer 22,000 lbs, 100 - 115 Hp ² Note: John Deere 650	1	\$725.00	\$2,050.00	\$5,000.00	Single	\$725.00
49 - Track Excavator 45,000 - 55,000 lbs ³ Note: Sany, Link Belt and John Deere 210 Size Options	1	\$800.00	\$2,250.00	\$5,500.00	Single	\$800.00
67 - Track Excavator 25,000 - 35,000 lbs ⁴ Note: Sany or John Deere 130 Size Options	1	\$675.00	\$1,850.00	\$4,600.00	Single	\$675.00
358 - Ride-On Single Drum Roller, 5 - 6 Ton, 54" Width ⁵ Note: Smooth or Pad Foot	1	\$380.00	\$1,150.00	\$2,850.00	Single	\$380.00
205 - Ride-On Single Drum Roller, 10 - 12 Ton, 84" Width ⁶ Note: Smooth or Pad Foot	1	\$695.00	\$1,900.00	\$4,700.00	Single	\$695.00
3166 - Vacuum Excavator 500 - 600 CFM, Diesel	1	\$570.00	\$1,700.00	\$4,200.00	Single	\$570.00
197 - Water Truck 2,000 - 2,500 Gal - Diesel	1	\$425.00	\$1,250.00	\$2,800.00	Single	\$425.00
3401 - 4 Wheel Sweeper, Mid-Mount Broom, Diesel ⁷ Note: Broce or Laymor Models	1	\$320.00	\$885.00	\$1,850.00	Single	\$320.00
71 - Diesel Air Compressor 185 CFM	1	\$165.00	\$425.00	\$850.00	Single	\$165.00
3121 - Light Plant 2.4 - 4kW - LED	1	\$110.00	\$250.00	\$550.00	Single	\$110.00

EQUIPMENT RENTAL SPECIFICATIONS 2026

- State year, make, model and size
- The per hour rental rate bid may include equipment only without an operator or a bid that must include an operator, and the hourly rate bid will include all fuel and insurance.
- Equipment requested for bid include but not limited to:

ASPHALT PAVER (minimum 12' Paving Width)
DOZER
EXCAVATOR (200 Class) 350G, 300G, 245G (X2)
MOTOR GRADER
RECYCLING MACHINE
RUBBER TIRE ROLLER
STEEL FACED ROLLER
END DUMP PETERBILT 357 END DUMP (X1)
SIDE DUMP T800 KW SIDE DUMP (X2)
WATER TRUCK
ROAD WIDENER/SHOULDER MACHINE

- Contractors will be required to submit a certificate of insurance prior to working for the county. This would also include proof of Liability and Workman's Compensation insurance.
- Bidder to mark DATE, TIME and ITEM BID on envelope.
- Call for Bids shall be considered as part of these specifications.

Signature: Will A.

Company Name: MEYER SERVICES INC.

Address: 200 INDUSTRIAL DRIVE City: VOLGA State: SD

Mobil Phone: 605-736-3620 Office Phone: 605-627-9291

Email Address: will@meyerservicesinc.com

BID PROPOSAL



ESTIMATE DATE

01/27/2026

PREPARED BY:

Will Hetherington

Project: 2026 Brookings County Bid - Call For Services

ITEM #	DESCRIPTION	QTY	UNIT	U/P	Total Price
GENERAL & EARTHWORK					
	2012 Kenworth Tri Axle Side Dump (28 Ton)	1	HR	\$ 150.00	\$ 150.00
	1995 Peterbilt Tri Axle - End Dump (17 Ton)	1	HR	\$ 140.00	\$ 140.00
	2019 - 350G Excavator - 80,000 Lbs.	1	HR	\$ 220.00	\$ 220.00
	2020 - 300G Excavator - 70,000 Lbs.	1	HR	\$ 210.00	\$ 210.00
	2022 245G No Tail Swing Ex. - 56,000 Lbs	1	HR	\$ 210.00	\$ 210.00
	2013 - 850K Dozer - 50,000 Lbs.	1	HR	\$ 190.00	\$ 190.00

SUBTOTAL		
TAX RATE		0.000%
TOTAL TAX	\$	-
OTHER	\$	-
TOTAL	\$	-

TERMS AND CONDITIONS AND EXCLUSIONS

Each item is per hr., includes operator.
 3 Hr. Minimum

ANNUAL BID RECOMMENDATIONS – 2026

Honorable Board of County Commissioners

In reference to the bid on January 27, 2026, for ¾ Crushed Gravel.

TO ACCEPT RECOMMENDATION BY COUNTY SUPERINTENDENT.

Motion by _____ Seconded by _____ to award bid on items listed from Bowes Construction, Brookings SD; Sterzinger Crushing, Taunton MN.

Brian Gustad, Highway Superintendent

AYE

NAY

DATE:

ANNUAL BID RECOMMENDATIONS – 2026

Honorable Board of County Commissioners

In reference to the bid on January 27, 2026 for
Natural Cover Aggregate.
#250 crushed quartzite rip rap “Class A”
#150 erosion stone crushed quartzite
1” x #4 crushed quartzite “Class A”
Crushed quartzite ballast #4

TO ACCEPT RECOMMENDATION BY COUNTY SUPERINTENDENT.

**Motion by _____ Seconded by _____ to award all items listed from L. G. Everist,
Sioux Falls, SD.**

Brian Gustad, Highway Superintendent

AYE

NAY

DATE:

ANNUAL BID RECOMMENDATIONS – 2026

Honorable Board of County Commissioners

In reference to bid on January 27, 2026 for HR Class Asphalt

Bowes E1 Virgin PG 58-28 Oil	\$	74.00
Bowes E1 20% Rap PG 58-28 Oil	\$	65.00
Bowes E2 Virgin PG 58-28 Oil	\$	73.50
Bowes E2 20% PG 58-28 Oil	\$	66.50
Bowes E1 Virgin PG 58-34 Oil	\$	80.00
Bowes E1 20% Rap PG 58-34 Oil	\$	69.25
Bowes E2 Virgin PG 58-34 Oil	\$	79.25
Bowes E2 20% Rap PG 58-34 Oil	\$	71.00
Bowes E2 10% Rap PG 58-34 Oil	\$	85.00
Bowes G1-Virgin PG 58-34 Oil	\$	86.25
Bowes G1-20% Rap PG 58-34 Oil	\$	73.25
Bowes G2-Virgin PG 58-34 Oil	\$	86.25
Bowes G2-20% Rap PG 58-34 Oil	\$	75.00
Bowes Q2-Virgin Rap PG 58-34 Oil	\$	84.00
Bowes Q2-20% Rap PG 58-34 Oil	\$	72.00
Duinick 1/2" Mix Design Type D (30% Rap)PG 58-28	\$	78.00
Duinick 1/2" Mix Design Type E (20% Rap)PG 58-28	\$	81.00
Duinick 1/2" Mix Design Type E (Virgin)PG 58-28	\$	94.00
Duinick Cold Mix	\$	175.00

TO ACCEPT RECOMMENDATION BY COUNTY SUPERINTENDENT.

Motion by _____ Seconded by _____ to award all items listed from Bowes Construction of Brookings, SD; Duinick, Prinsburg, MN (Watertown).

Brian Gustad, Highway Superintendent

AYE

NAY

DATE:

ANNUAL BID RECOMMENDATIONS – 2026

Honorable Board of County Commissioners

In reference to bid on January 27, 2026, for Asphalt Patching.

TO ACCEPT RECOMMENDATION BY COUNTY SUPERINTENDENT.

Motion by _____ Seconded by _____ to award all items listed from Bowes Construction, Brookings, SD

Brian Gustad, Highway Superintendent

AYE

NAY

DATE:

ANNUAL BID RECOMMENDATIONS – 2026

Honorable Board of County Commissioners

In reference to the bid on January 27, 2026 for

CRS2-P Emulsion	663.89/TON
CSS1H-3:1 Emulsion	483.89/TON
MC-70 Asphalt	1,103.89/TON

TO ACCEPT RECOMMENDATION BY COUNTY SUPERINTENDENT.

Motion by _____ Seconded by _____ to accept all bids from Jebro Inc., Sioux City, IA.

Brian Gustad, Highway Superintendent

AYE

NAY

DATE:

ANNUAL BID RECOMMENDATIONS – 2026

Honorable Board of County Commissioners

In reference to the Bid. on January 27, 2026, for

Fold and Form PVC/UV CIPP

TO ACCEPT RECOMMENDATION BY COUNTY SUPERINTENDENT FOR BID

Motion by _____ Seconded by _____ to award Bid to Subsurface Inc. Moorhead MN.

Brian Gustad, Highway Superintendent

AYE

NAY

DATE:

ANNUAL BID RECOMMENDATIONS – 2026

Honorable Board of County Commissioners

In reference to the bid on January 27, 2026 for

55 gallon Drum	\$30.00 gal.
275 gallon tote 1-7	\$29.00 gal.
275 gallon tote 8-14	\$28.00 gal.
275 gallon tote 15+	\$27.00 gal.

TO ACCEPT RECOMMENDATION BY COUNTY SUPERINTENDENT.

**Motion by _____ Seconded by _____ to accept all bids from Team Laboratory
Chemical Corp., Detroit Lakes, MN.**

Brian Gustad, Highway Superintendent

AYE

NAY

DATE:

ANNUAL BID RECOMMENDATIONS – 2026

Honorable Board of County Commissioners

In reference to the bid on January 27, 2026, for

Equipment Rental.

TO ACCEPT RECOMMENDATION BY COUNTY SUPERINTENDENT.

Motion by _____ Seconded by _____ to award all items listed from Equipment Share, Sioux Falls, SD; Holloway Construction, Parker, SD; Meyer Services Inc., Volga, SD.

Brian Gustad, Highway Superintendent

AYE

NAY

DATE:

BROOKINGS COUNTY PURCHASE AGREEMENT

This agreement made and entered into in duplicate at Brookings, South Dakota, on the date hereinafter mentioned, by and between Brookings County, South Dakota, a Public Corporation, Party of the First Part, and **Bowes Construction Inc.** of **Brookings, SD**, Party of the Second Part, Witnesses:

WHEREAS, bid(s) having been submitted by the Party of the Second Part for merchandise hereinafter described and said bid(s) having been accepted by the Party of the First Part, the following agreement has been authorized to be entered into by the Board of County Commissioners, Brookings County, South Dakota, as of the 3rd Day of February 2026,

For and in consideration hereinafter set out both aforesaid Parties bind themselves as follows:

That the Party of the Second Part agrees to sell to the Party of the First Part from February 2026 to February 2027, on an as needed basis with no guarantee of any minimum amount to be purchased, the following described merchandise at the following specifications and price per unit:

- ¾" Crushed Gravel (Davis) \$5.00 per ton**
- ¾" Crushed Gravel (Dupraz) \$5.00 per ton**

That said merchandise in the amounts ordered by the Party of the First Part shall be available to be loaded in vehicles of the Party of the First Part within seven (7) days from the date of the order by the Party of the First Part.

It is mutually agreed that in the event the Party of the Second Part fails to make available the merchandise ordered by the Party of the First Part within the time specified herein, and such failure is not caused by the action of the Party of the First Part or a common catastrophe or disaster, or their merchandise fails to meet specifications herein set out, the Party of the First Part may terminate said agreement upon thirty (30) days written notice thereof and said agreement will be considered void and of no effect as to the Parties herein. In the alternative, the Party of the First Part may seek damages or any other relief authorized under the Uniform Commercial Code or otherwise.

Payments to the Party of the Second Part for merchandise herein described that is ordered and received by the Party of the First Part will be paid for on submission of vouchers by the Party of the Second Part to the Party of the First Part as required by statute governing public corporations.

Dated at Brookings, South Dakota, this 3rd Day of February 2026.

PARTY OF THE FIRST PART
BROOKINGS COUNTY, SOUTH DAKOTA, A Public Corporation

ATTEST:

By: _____
Shawn Hostler, Chairperson
Brookings County Board of Commissioners

Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

PARTY OF THE SECOND PART

BROOKINGS COUNTY PURCHASE AGREEMENT

This agreement made and entered into in duplicate at Brookings, South Dakota, on the date hereinafter mentioned, by and between Brookings County, South Dakota, a Public Corporation, Party of the First Part, and Sterzinger Crushing, of Taunton, Minnesota, Party of the Second Part, Witnesses:

WHEREAS, bid(s) having been submitted by the Party of the Second Part for merchandise hereinafter described and said bid(s) having been accepted by the Party of the First Part, the following agreement has been authorized to be entered into by the Board of County Commissioners, Brookings County, South Dakota, as of the 3rd Day of February 2026,

For and in consideration hereinafter set out both aforesaid Parties bind themselves as follows:

That the Party of the Second Part agrees to sell to the Party of the First Part from February 2026 to February 2027, on an as needed basis with no guarantee of any minimum amount to be purchased, the following described merchandise at the following specifications and price per unit:

- ¾" Crushed Gravel (Davis Pit) \$6.00 per ton**
- ¾" Crushed Gravel (Jensen Pit) \$6.50 per ton**
- ¾" Crushed Gravel (Skyview Pit) \$7.50 per ton**

That said merchandise in the amounts ordered by the Party of the First Part shall be available to be loaded in vehicles of the Party of the First Part within seven (7) days from the date of the order by the Party of the First Part.

It is mutually agreed that in the event the Party of the Second Part fails to make available the merchandise ordered by the Party of the First Part within the time specified herein, and such failure is not caused by the action of the Party of the First Part or a common catastrophe or disaster, or their merchandise fails to meet specifications herein set out, the Party of the First Part may terminate said agreement upon thirty (30) days written notice thereof and said agreement will be considered void and of no effect as to the Parties herein. In the alternative, the Party of the First Part may seek damages or any other relief authorized under the Uniform Commercial Code or otherwise.

Payments to the Party of the Second Part for merchandise herein described that is ordered and received by the Party of the First Part will be paid for on submission of vouchers by the Party of the Second Part to the Party of the First Part as required by statute governing public corporations.

Dated at Brookings, South Dakota, this 3rd Day of February 2026.

PARTY OF THE FIRST PART
BROOKINGS COUNTY, SOUTH DAKOTA, A Public Corporation

ATTEST:

By: _____
Shawn Hostler, Chairperson
Brookings County Board of Commissioners

Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

PARTY OF THE SECOND PART

BROOKINGS COUNTY PURCHASE AGREEMENT

This agreement made and entered into in duplicate at Brookings, South Dakota, on the date hereinafter mentioned, by and between Brookings County, South Dakota, a Public Corporation, Party of the First Part, and **LG Everist of Brookings** South Dakota, Party of the Second Part, Witnesses:

WHEREAS, bid(s) having been submitted by the Party of the Second Part for merchandise hereinafter described and said bid(s) having been accepted by the Party of the First Part, the following agreement has been authorized to be entered into by the Board of County Commissioners, Brookings County, South Dakota, as of the 3rd day of February 2026,

For and in consideration hereinafter set out both aforesaid Parties bind themselves as follows:

That the Party of the Second Part agrees to sell to the Party of the First Part from February 2026 to February 2027, on an as needed basis with no guarantee of any minimum amount to be purchased, the following described merchandise at the following specifications and price per unit:

- Natural Cover Aggregate.
- #250 crushed quartzite rip rap "Class A"
- #150 erosion stone crushed quartzite
- 1" x #4 crushed quartzite "Class A"
- Crushed quartzite ballast #4
- 3/8" Pea Rock
- Icing Sand

That said merchandise in the amounts ordered by the Party of the First Part shall be available to be loaded in vehicles of the Party of the First Part within seven (7) days from the date of the order by the Party of the First Part.

It is mutually agreed that in the event the Party of the Second Part fails to make available the merchandise ordered by the Party of the First Part within the time specified herein, and such failure is not caused by the action of the Party of the First Part or a common catastrophe or disaster, or their merchandise fails to meet specifications herein set out, the Party of the First Part may terminate said agreement upon thirty (30) days written notice thereof and said agreement will be considered void and of no effect as to the Parties herein. In the alternative, the Party of the First Part may seek damages or any other relief authorized under the Uniform Commercial Code or otherwise.

Payments to the Party of the Second Part for merchandise herein described that is ordered and received by the Party of the First Part will be paid for on submission of vouchers by the Party of the Second Part to the Party of the First Part as required by statute governing public corporations.

Dated at Brookings, South Dakota, this 3rd day of February 2026.

PARTY OF THE FIRST PART
BROOKINGS COUNTY, SOUTH DAKOTA, A Public Corporation

ATTEST:

By: _____
Shawn Hostler, Chairperson
Brookings County Board of Commissioners

Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

PARTY OF THE SECOND PART

BROOKINGS COUNTY PURCHASE AGREEMENT

This agreement made and entered into in duplicate at Brookings, South Dakota, on the date hereinafter mentioned, by and between Brookings County, South Dakota, a Public Corporation, Party of the First Part, and **Bowes Construction of Brookings**, South Dakota, Party of the Second Part, Witnesses:

WHEREAS, bid(s) having been submitted by the Party of the Second Part for merchandise hereinafter described and said bid(s) having been accepted by the Party of the First Part, the following agreement has been authorized to be entered into by the Board of County Commissioners, Brookings County, South Dakota, as of the 3rd Day of February 2026,

For and in consideration hereinafter set out both aforesaid Parties bind themselves as follows:

That the Party of the Second Part agrees to sell to the Party of the First Part from February 2026 to February 2027, on an as needed basis with no guarantee of any minimum amount to be purchased, the following described merchandise at the following specifications and price per unit:

E1 Virgin PG 58-28 Oil	\$74.00
E1 20% Rap PG 58-28 Oil	\$65.00
E2 Virgin PG 58-28 Oil	\$73.50
E2 20% PG 58-28 Oil	\$66.50
E1 Virgin PG 58-34 Oil	\$80.00
E1 20% Rap PG 58-34 Oil	\$69.25
E2 Virgin PG 58-34 Oil	\$79.25
E2 20% Rap PG 58-34 Oil	\$71.00
E2 10% Rap PG 58-34 Oil	\$85.00
G1-Virgin PG 58-34 Oil	\$86.25
G1-20% Rap PG 58-34 Oil	\$73.25
G2-Virgin PG 58-34 Oil	\$86.25
G2-20% Rap PG 58-34 Oil	\$75.00
Q2-Virgin Rap PG 58-34 Oil	\$84.00
Q2-20% Rap PG 58-34 Oil	\$72.00

That said merchandise in the amounts ordered by the Party of the First Part shall be available to be loaded in vehicles of the Party of the First Part within seven (7) days from the date of the order by the Party of the First Part.

It is mutually agreed that in the event the Party of the Second Part fails to make available the merchandise ordered by the Party of the First Part within the time specified herein, and such failure is not caused by the action of the Party of the First Part or a common catastrophe or disaster, or their merchandise fails to meet specifications herein set out, the Party of the First Part may terminate said agreement upon thirty (30) days written notice thereof and said agreement will be considered void and of no effect as to the Parties herein. In the alternative, the Party of the First Part may seek damages or any other relief authorized under the Uniform Commercial Code or otherwise.

Payments to the Party of the Second Part for merchandise herein described that is ordered and received by the Party of the First Part will be paid for on submission of vouchers by the Party of the Second Part to the Party of the First Part as required by statute governing public corporations.

Dated at Brookings, South Dakota, this 3rd Day of February 2026

PARTY OF THE FIRST PART
BROOKINGS COUNTY, SOUTH DAKOTA, A Public Corporation

ATTEST:

By: _____
Shawn Hostler, Chairperson
Brookings County Board of Commissioners

Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

PARTY OF THE SECOND PART

BROOKINGS COUNTY PURCHASE AGREEMENT

This agreement made and entered into in duplicate at Brookings, South Dakota, on the date hereinafter mentioned, by and between Brookings County, South Dakota, a Public Corporation, Party of the First Part, and Duininck of Prinsburg, Minnesota (Watertown, SD) Party of the Second Part, Witnesses:

WHEREAS, bid(s) having been submitted by the Party of the Second Part for merchandise hereinafter described and said bid(s) having been accepted by the Party of the First Part, the following agreement has been authorized to be entered into by the Board of County Commissioners, Brookings County, South Dakota, as of the 3rd Day of February 2026,

For and in consideration hereinafter set out both aforesaid Parties bind themselves as follows:

That the Party of the Second Part agrees to sell to the Party of the First Part from February 2026 to February 2027, on an as needed basis with no guarantee of any minimum amount to be purchased, the following described merchandise at the following specifications and price per unit:

1/2" Mix Design Type D (30% Rap)PG 58-28	\$78.00
1/2" Mix Design Type E (20% Rap)PG 58-28	\$81.00
1/2" Mix Design Type E (Virgin)PG 58-28	\$94.00
Cold Mix	\$175.00

That said merchandise in the amounts ordered by the Party of the First Part shall be available to be loaded in vehicles of the Party of the First Part within seven (7) days from the date of the order by the Party of the First Part.

It is mutually agreed that in the event the Party of the Second Part fails to make available the merchandise ordered by the Party of the First Part within the time specified herein, and such failure is not caused by the action of the Party of the First Part or a common catastrophe or disaster, or their merchandise fails to meet specifications herein set out, the Party of the First Part may terminate said agreement upon thirty (30) days written notice thereof and said agreement will be considered void and of no effect as to the Parties herein. In the alternative, the Party of the First Part may seek damages or any other relief authorized under the Uniform Commercial Code or otherwise.

Payments to the Party of the Second Part for merchandise herein described that is ordered and received by the Party of the First Part will be paid for on submission of vouchers by the Party of the Second Part to the Party of the First Part as required by statute governing public corporations.

Dated at Brookings, South Dakota, this 3rd Day of February 2026

PARTY OF THE FIRST PART
BROOKINGS COUNTY, SOUTH DAKOTA, A Public Corporation

ATTEST:

By: _____
Shawn Hostler, Chairperson
Brookings County Board of Commissioners

Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

PARTY OF THE SECOND PART

BROOKINGS COUNTY PURCHASE AGREEMENT

This agreement made and entered into in duplicate at Brookings, South Dakota, on the date hereinafter mentioned, by and Between Brookings County, South Dakota, a Public Corporation, Party of the First Part, and Bowes Construction Inc. Brookings, SD., Party of the Second Part, Witnesses:

WHEREAS, bid(s) having been submitted by the Party of the Second Part for services hereinafter described and said bid(s) having been accepted by the Party of the First Part, the following agreement has been authorized to be entered into by the Board of County Commissioners, Brookings County, South Dakota, as of the 3rd day of February 2026,

For and in consideration hereinafter set out both aforesaid Parties bind themselves as follows:

That a one (1) week notice prior to starting the project is requested to be given to the County.

That roads are prepared immediately before asphalt patching; i.e., sweep roads, clean all entrances back to grass line and beyond to ROW line if asphalt surfaced, clean any foreign properties stuck to road surface.

That traffic control is provided, safety trained flagging personnel, & road work signing during the construction process.

That the Party of the Second Part provide equipment and apply SS-1h or CSS-1h Asphalt for Tack at a rate of 0.10 gallons per square yard within the project limits-County & Contractor to coordinate. The exact portions of these materials will be determined during construction.

That the Party of the Second Part provide equipment to load, haul, and place Asphalt Concrete – Class HR from asphalt plant location to designated area of asphalt patch. Asphalt Concrete Class HR shall conform to Section 326.1 – 326.5 2015 Standard Specifications for Asphalt Concrete Class HR. The exact portions of these materials will be determined during construction.

That the Party of the Second Part provide equipment for rolling chips immediately after chips have been placed; rolling to conform to SD Standard Specifications for Roads & Bridges.

That asphalt patching operations are allowed in daylight hours only; no operation while dark.

That the Party of the Second Part provide proof of work comp., vehicular liability insurance, and comprehensive liability insurance (\$1,000,000.00 minimum) with contractual authority each at the minimums or normal limits for the type of contract requested.

That that the Party of the Second Part agrees to have work completed after removal of the Brookings County Spring load restrictions and work may continue until weather requirements do not conform to Section 320.3, Construction Requirements, A. Weather and Seasonal Limitations, 2015 Standard Specifications for Asphalt Concrete, General. Extension may be granted for weather if approved by Highway Superintendent.

That scheduling shall be discussed with the Highway Superintendent prior to contract completion.

+/- 3,500 Ton Asphalt Delivered and Placed \$124.00 per ton

Payments to the Party of the Second Part for merchandise herein described that is ordered and received by the Party of the First Part will be paid for on submission of vouchers by the Party of the Second Part to the Party of the First Part as required by statute governing public corporations.

Dated at Brookings, South Dakota, this 3rd day of February, 2026.

PARTY OF THE FIRST PART
BROOKINGS COUNTY, SOUTH DAKOTA, A Public Corporation

ATTEST:

By: _____
Shawn Hostler, Chairperson
Brookings County Board of Commissioners

Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

PARTY OF THE SECOND PART

BROOKINGS COUNTY PURCHASE AGREEMENT

This agreement made and entered into in duplicate at Brookings, South Dakota, on the date hereinafter mentioned, by and between Brookings County, South Dakota, a Public Corporation, Party of the First Part, and **Jebro Inc. of Sioux City IA** Party of the Second Part, Witnesses:

WHEREAS, bid(s) having been submitted by the Party of the Second Part for merchandise hereinafter described and said bid(s) having been accepted by the Party of the First Part, the following agreement has been authorized to be entered into by the Board of County Commissioners, Brookings County, South Dakota, as of the 3rd day of February 2026.

For and in consideration hereinafter set out both aforesaid Parties bind themselves as follows:

That the Party of the Second Part agrees to sell to the Party of the First Part from February 2026 to February 2027, on an as needed basis with no guarantee of any minimum amount to be purchased, the following described merchandise at the following specifications and price per unit:

CRS2-P Emulsion	663.89/TON
CSS1H-3:1 Emulsion	483.89/TON
MC-70 Asphalt	1,103.89/TON

That said merchandise in the amounts ordered by the Party of the First Part shall be available to be loaded in vehicles of the Party of the First Part within seven (7) days from the date of the order by the Party of the First Part.

It is mutually agreed that in the event the Party of the Second Part fails to make available the merchandise ordered by the Party of the First Part within the time specified herein, and such failure is not caused by the action of the Party of the First Part or a common catastrophe or disaster, or their merchandise fails to meet specifications herein set out, the Party of the First Part may terminate said agreement upon thirty (30) days written notice thereof and said agreement will be considered void and of no effect as to the Parties herein. In the alternative, the Party of the First Part may seek damages or any other relief authorized under the Uniform Commercial Code or otherwise.

Payments to the Party of the Second Part for merchandise herein described that is ordered and received by the Party of the First Part will be paid for on submission of vouchers by the Party of the Second Part to the Party of the First Part as required by statute governing public corporations.

Dated at Brookings, South Dakota, this 3rd day of February 2026

PARTY OF THE FIRST PART
BROOKINGS COUNTY, SOUTH DAKOTA, A Public Corporation

ATTEST:

By: _____
Shawn Hostler, Chairperson
Brookings County Board of Commissioners

Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

PARTY OF THE SECOND PART

BROOKINGS COUNTY PURCHASE AGREEMENT

This agreement made and entered into in duplicate at Brookings, South Dakota, on the date hereinafter mentioned, by and between Brookings County, South Dakota, a Public Corporation, Party of the First Part, and Subsurface Inc. Of Moorhead, Minnesota, Party of the Second Part, Witnesses:

WHEREAS, bid(s) having been submitted by the Party of the Second Part for merchandise hereinafter described and said bid(s) having been accepted by the Party of the First Part, the following agreement has been authorized to be entered into by the Board of County Commissioners, Brookings County, South Dakota, as of the 3rd Day of February 2026,

For and in consideration hereinafter set out both aforesaid Parties bind themselves as follows:

That the Party of the Second Part agrees to sell to the Party of the First Part from February 2026 to February 2027, on an as needed basis with no guarantee of any minimum amount to be purchased, the following described merchandise at the following specifications and price per unit:

Fold and Form PVC/UV CIPP

That said merchandise in the amounts ordered by the Party of the First Part shall be available to be loaded in vehicles of the Party of the First Part within seven (7) days from the date of the order by the Party of the First Part.

It is mutually agreed that in the event the Party of the Second Part fails to make available the merchandise ordered by the Party of the First Part within the time specified herein, and such failure is not caused by the action of the Party of the First Part or a common catastrophe or disaster, or their merchandise fails to meet specifications herein set out, the Party of the First Part may terminate said agreement upon thirty (30) days written notice thereof and said agreement will be considered void and of no effect as to the Parties herein. In the alternative, the Party of the First Part may seek damages or any other relief authorized under the Uniform Commercial Code or otherwise.

Payments to the Party of the Second Part for merchandise herein described that is ordered and received by the Party of the First Part will be paid for on submission of vouchers by the Party of the Second Part to the Party of the First Part as required by statute governing public corporations.

Dated at Brookings, South Dakota, this 3rd Day of February 2026.

PARTY OF THE FIRST PART
BROOKINGS COUNTY, SOUTH DAKOTA, A Public Corporation

ATTEST:

By: _____
Shawn Hostler, Chairperson
Brookings County Board of Commissioners

Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

PARTY OF THE SECOND PART

BROOKINGS COUNTY PURCHASE AGREEMENT

This agreement made and entered into in duplicate at Brookings, South Dakota, on the date hereinafter mentioned, by and between Brookings County, South Dakota, a Public Corporation, Party of the First Part, and **Team Laboratory Of Detroit Lakes**, Minnesota, Party of the Second Part, Witnesses:

WHEREAS, bid(s) having been submitted by the Party of the Second Part for merchandise hereinafter described and said bid(s) having been accepted by the Party of the First Part, the following agreement has been authorized to be entered into by the Board of County Commissioners, Brookings County, South Dakota, as of the 3rd Day of February 2026,

For and in consideration hereinafter set out both aforesaid Parties bind themselves as follows:

That the Party of the Second Part agrees to sell to the Party of the First Part from February 2026 to February 2027, on an as needed basis with no guarantee of any minimum amount to be purchased, the following described merchandise at the following specifications and price per unit:

Aggregate Base Stabilizer

That said merchandise in the amounts ordered by the Party of the First Part shall be available to be loaded in vehicles of the Party of the First Part within seven (7) days from the date of the order by the Party of the First Part.

It is mutually agreed that in the event the Party of the Second Part fails to make available the merchandise ordered by the Party of the First Part within the time specified herein, and such failure is not caused by the action of the Party of the First Part or a common catastrophe or disaster, or their merchandise fails to meet specifications herein set out, the Party of the First Part may terminate said agreement upon thirty (30) days written notice thereof and said agreement will be considered void and of no effect as to the Parties herein. In the alternative, the Party of the First Part may seek damages or any other relief authorized under the Uniform Commercial Code or otherwise.

Payments to the Party of the Second Part for merchandise herein described that is ordered and received by the Party of the First Part will be paid for on submission of vouchers by the Party of the Second Part to the Party of the First Part as required by statute governing public corporations.

Dated at Brookings, South Dakota, this 3rd Day of February 2026.

PARTY OF THE FIRST PART
BROOKINGS COUNTY, SOUTH DAKOTA, A Public Corporation

ATTEST:

By: _____
Shawn Hostler, Chairperson
Brookings County Board of Commissioners

Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

PARTY OF THE SECOND PART

BROOKINGS COUNTY STRATEGIC PLAN

VISION STATEMENT:

Meeting today's needs and preparing for tomorrow's challenges.

MISSION STATEMENT:

To provide efficient, quality customer service, fiscally responsible public policies, and strategic future planning to enhance the quality of life of all Brookings County citizens.

PRINCIPLES & VALUES WE WILL FOLLOW IN ACHIEVING OUR MISSION:

Integrity – be honest and have strong moral and ethical standards

Respect – hold one another in high regard

Empowerment – give others the necessary authority and responsibility, be accountable

Excellence – carry out the work of the county with professionalism and high standards

Teamwork – work together to build a strong county and maximize resources

Service – commitment to family, community, state and nation

GOALS & OBJECTIVES:

GOAL 1: To provide quality county infrastructure, equipment and technology.

Objective 1: Develop and implement a short-range (1-5 year) capital improvement/purchase plan for each department as part of the budgeting process each year using a priority list based on current conditions. This will include:

- i. Facilities
- ii. Equipment
- iii. Technology
- iv. Vehicles
- v. Roads
- vi. Bridges
- vii. Other

Objective 2: Develop and implement a long-range (5-10 year) capital improvement/purchase plan for each department as part of the budgeting process each year using a priority list based on current conditions. This will include:

- i. Seek and encourage citizen input and feedback while informing and educating citizens about the county's obligations and services.
- ii. Respond to citizens' requests in a respectful, timely manner.
- iii. Continue to enhance and expand the county's website, the use of e-alerts, text alerts and other interactive communication tools with Brookings County citizens.

GOAL 3: Provide quality public safety for all Brookings County citizens.

Objective 1: Develop and update a responsive, countywide Emergency Management/Disaster Plan by March 31st of each year.

- i. Local Emergency Operations Plan (LEOP) – *(Reviewed/Updated Annually)*
- ii. Hazardous Materials (HAZMAT) Plan
- iii. Local Emergency Management Performance Grant (LEMPG) between the South Dakota Office of Emergency Management and Brookings County (SLA).
- iv. Pre-Disaster Mitigation Plan (PDM), reviewed every 5 years – *(Valid until 2030)*

Objective 2: Provide adequate funding and resources for law enforcement and the State's Attorney.

- i. By April 30th, the State's Attorney will provide an annual report for the previous years' activities.
- ii. By April 30th, the Sheriff will provide an annual report for the previous years' activities.
- iii. By April 30th, the Detention Center will provide an annual report for the previous years' activities.

GOAL 4: Create a visionary, long-term plan for county growth.

Objective 1: Develop and implement ordinances that reflect the 2016 Comprehensive Plan. *(County Zoning Ordinance currently being updated)*

Objective 2: Schedule and host a minimum of one annual meeting between county agencies and resources, to include the municipalities and school districts in Brookings County. Continue to attend the quarterly intergovernmental meetings hosted by the Mayor of Brookings, and the annual Towns and Townships Meeting.

Objective 3: Provide a long-term plan and funding for a vibrant 4-H program.

Objective 4: Provide a long-term plan, funding and programming for a vibrant Brookings County Outdoor Adventure Center facility.

GOAL 5: Transparency in Government

Objective 1: Allow for ease of access to public information for all county citizens.

Objective 2: The Register of Deeds, Equalization, Commission, County Development, Highway, Weed & Pest, and Brookings County Outdoor Adventure Center will provide annual reports of previous years' activities by April 30th of each year.

GOAL 6: To continue to be good stewards of Brookings County taxpayer resources.

Objective 1: Conduct an annual review of the County's Strategic Plan in February of each year and review the plan for progress in August of each year.

Objective 2: Provide a balanced budget in accordance with state statutes each year.

Objective 3: Review the process on collecting county liens.

Objective 4: Department Heads and staff will research and identify federal and state grants to meet needs within their departments.

GOAL 7: The Commission Department, with the assistance of all Department Heads, will create a work plan to carry out the goals and objectives of the Strategic Plan each year.

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

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

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

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

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

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

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

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

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

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

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

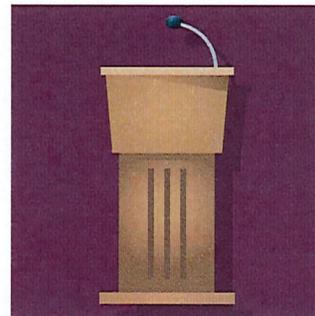
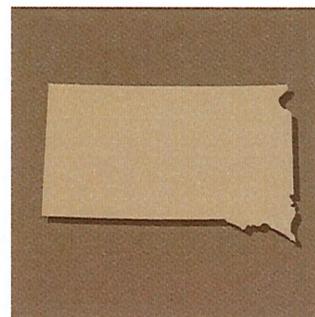
The agency or subdivision must include in the minutes of the official meeting an acknowledgement that the review was completed.

1-27-1.16. MEETING PACKETS AND MATERIALS.

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

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

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



Conducting the Public's Business in Public

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

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

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

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

Q: WHO DOES THE OPEN MEETINGS LAWS APPLY TO?

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

Q: ARE TELECONFERENCES CONSIDERED PUBLIC MEETINGS?

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

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

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

A: SDCL 1-25-1.1 requires that all political subdivisions (except the state and its boards, commissions, or departments as provided in § 1-25-1.3) prominently post a notice and copy of the proposed agenda at the political subdivision's principal office. At a minimum, the proposed agenda must include the date, time, and location of the meeting and must be visible, readable, and accessible to the public for 24 continuous hours immediately preceding the meeting. Also, if the political subdivision has its own website, the notice must be posted on the website upon dissemination of the notice. For special or rescheduled meetings, political subdivisions must comply with the regular meeting notice requirements as much as circumstances permit. The notice must be delivered in person, by mail, by email, or by telephone to all local news media who have asked to be notified. It is good practice for local media to renew requests for notification of special or rescheduled meetings at least annually.

SDCL 1-25-1.3 varies slightly from SDCL 1-25-1.1 and requires the State and it's agencies, boards, commissions, or departments to give notice by posting a proposed agenda at least 72 continuous hours before a meeting is scheduled to start (this does not include any weekend or legal holiday). The State is also required to give notice of a public meeting by posting its proposed agenda on <http://boardsandcommissions.sd.gov>.

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

(1) Discussing the qualifications, competence, performance, character or fitness of any public officer or employee or prospective public officer or employee. The term, employee, does not include any independent contractor;

(2) Discussing the expulsion, suspension, discipline, assignment of or the educational program of a student or the eligibility of a student to participate in interscholastic activities provided by the South Dakota High School Activities Association;

(3) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters;

(4) Preparing for contract negotiations or negotiating with employees or employee representatives;

(5) Discussing marketing or pricing strategies by a board or commission of a business owned by the state or any of its political subdivisions, when public discussion may be harmful to the competitive position of the business; or

(6) Discussing information pertaining to the protection of public or private property and any person on or within public or private property specific to:

(a) Any vulnerability assessment or response plan intended to prevent or mitigate criminal acts;

(b) Emergency management or response;

(c) Public safety information that would create a substantial likelihood of endangering public safety or property, if disclosed;

(d) Cyber security plans, computer, communications network schema, passwords, or user identification names;

(e) Guard schedules;

(f) Lock combinations;

(g) Any blueprint, building plan, or infrastructure record regarding any building or facility that would expose or create vulnerability through disclosure of the location, configuration, or security of critical systems of the building or facility; and

(h) Any emergency or disaster response plans or protocols, safety or security audits or reviews, or lists of emergency or disaster response personnel or material; any location or listing of weapons or ammunition; nuclear, chemical, or biological agents; or other military or law enforcement equipment or personnel.

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

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

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

(1) Prosecute the case pursuant to Title 23A;

(2) Determine that there is no merit to prosecuting the case. Upon doing so, the state's attorney shall send a copy of the complaint and any investigation file to the attorney general. The attorney general shall use the information for statistical purposes and may publish abstracts of such information, including the name of the government body involved for purposes of public education; or

(3) Send the complaint and any investigation file to the South Dakota Open Meetings Commission for further action.

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

(1) Prosecute the case pursuant to Title 23A;

(2) Determine that there is no merit to prosecuting the case. The attorney general shall use the information for statistical purposes and may publish abstracts of the information as provided by § 1-25-6;

(3) Send the complaint and any investigation file to the South Dakota Open Meetings Commission for further action; or

(4) Refer the complaint to another state's attorney or to the attorney general for action pursuant to § 1-25-6.

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

PERTINENT S.D. OPEN MEETINGS STATUTES

(other specific provisions may apply depending on the public body involved)

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

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

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

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

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

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

A violation of this section is a Class 2 misdemeanor.

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

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

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

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

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

Q: WHO ARE LOCAL NEWS MEDIA?

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

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

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

Q: CAN PUBLIC MEETINGS BE RECORDED?

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

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

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

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

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

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

Q: WHAT IS THE PROPER PROCEDURE FOR EXECUTIVE SESSIONS?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Stacy Steffensen, Commission Department Director

Brookings County

520 3rd St., Suite 210

Brookings, SD 57006

605-696-8205

ssteffensen@brookingscountysd.gov

STAFF REPORT:

Scheduled Agenda Items:

- 9:00 AM: First District Annual Presentation: Executive Director Todd Kays will be at the meeting to give his annual update.
- 10:00 AM: Drainage Board Meeting: This will be discussion and possible action on the Medary Township Big Sioux River Diversion Channel – Dike Reestablishment Project. County Development Director Robert Hill is looking for a recommendation from the board on how to proceed.

Regular Business:

- Resolution – SDDOT Retainer Contract: This resolution sets the engineer that will inspect county bridges as Banner Associates.
- Agreement – Combined Election: The commission has previously approved this agreement. This is now the established agreement with the Brookings School District to combine with the Primary Election on June 2, 2026.
- Abatement: This abatement is recommended for approval by Equalization Director Jacob Brehmer, and Finance Officer Lori Schultz.
- Late Elderly/Disabled Application: Finance Officer Lori Schultz asked for this to be on the agenda for approval. Both Equalization Director Jacob Brehmer, and Finance Officer Lori Schultz have signed off on the application, even though it is past the deadline.
- Change Orders: There are two change orders for bridge projects. Both decreased the cost of the projects.
- Trane Pricing/Acceptance: This quote is for an upgrade to the HVAC remote access at the BCOAC. Director Salvati discussed this at the Advisory Board meeting on January 26th and will be on hand to discuss details, as well as budget concerns.
- Annual Highway Bids: The bid opening was held on Tuesday, January 27th at 2:30 PM. The commission needs to approve each bid and each agreement individually. The bid tab information is included in the packet.
- Strategic Plan: Following the discussion at the last meeting, I made the noted changes. This is to approve the updated plan.
- Review of Open Meetings Laws: This is the annual review of the Opening Meeting Laws as required under SDCL 1-25. This review will need to be noted in the minutes.

Director's Report

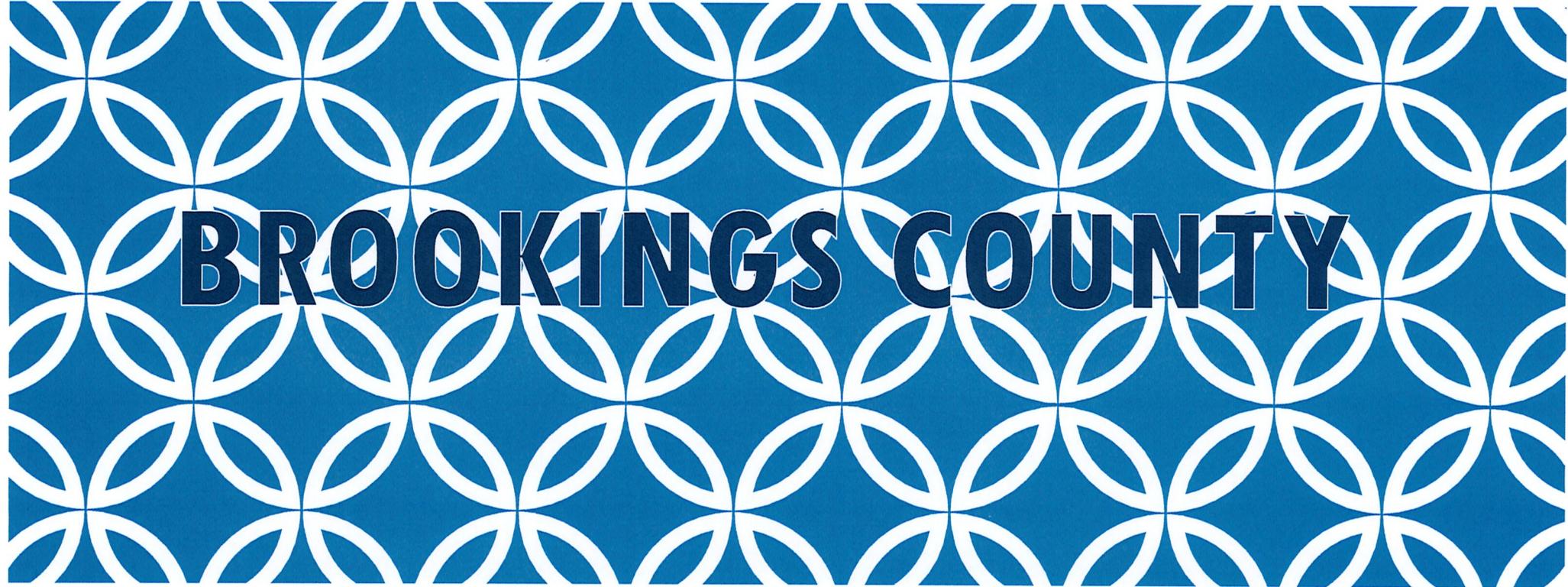
- The traveling Vietnam Veteran's Memorial Wall will be in Brookings June 11th – 14th at the Fishback Soccer Complex. There will be a "Welcome Home" ceremony at 9:00 AM on Thursday, June 11th. Brookings Park & Rec Director Kristen Zimmerman would like a commission representative to say a few words.
- Brookings Deuel Rural Water Annual Meeting – Tuesday, April 14th, McKnight Hall in White. More information to come.

Public Notices

- a. February 5, Thursday – Mental Health First Aid Training, 8:00 AM – 5:00 PM, Dakota Nature Park, registration through United Way
- b. February 16, Monday – Offices closed in honor of the President’s Day holiday.
- c. February 18, Wednesday – 2026 Stronger Together, Building Assets for Brooking, a Day for Suicide Prevention, 8:00 AM – 1:00 PM, Dacotah Bank Center, registration through United Way
- d. February 26, Thursday – Towns & Townships Meeting, 10:00 AM, BCOAC



Stacy Steffensen
Commission Department Director
Brookings County, South Dakota



BROOKINGS COUNTY

2025 Year in Review





BROOKINGS COUNTY COMMISSIONERS

Larry Jensen

Kelly VanderWal

Shawn Hostler

Dave Miller

Doug Post

Chairperson

Vice-Chairperson

Commissioner

Commissioner

Commissioner



BROOKINGS COUNTY DEPARTMENTS

Finance Office

Register of Deeds Office

Sheriff's Department & Detention Center

State's Attorney's Office

Lori Schultz, Finance Officer

Beverly Chapman, Register of Deeds

Marty Stanwick, Sheriff

Dan Nelson, State's Attorney

(Elected)

(Elected)

(Elected)

(Elected)

Commission Office

County Development Office

Equalization Office

Highway Department

Weed & Pest Department

Brookings County Outdoor Adventure Center

Stacy Steffensen, Commission Dept. Director

Robert Hill, County Development Director

Jacob Brehmer, Director of Equalization

Brian Gustad, Highway Superintendent

Misty Moser, Weed & Pest Supervisor

Joe Salvati, Director

(Appointed)

(Appointed)

(Appointed)

(Appointed)

(Appointed)

(Appointed)

4-H Office

Community Health

Sonia Mack, 4-H Youth Program Advisor

Jen Burns, Community Health Nurse

(State Employee)

(State Employee)

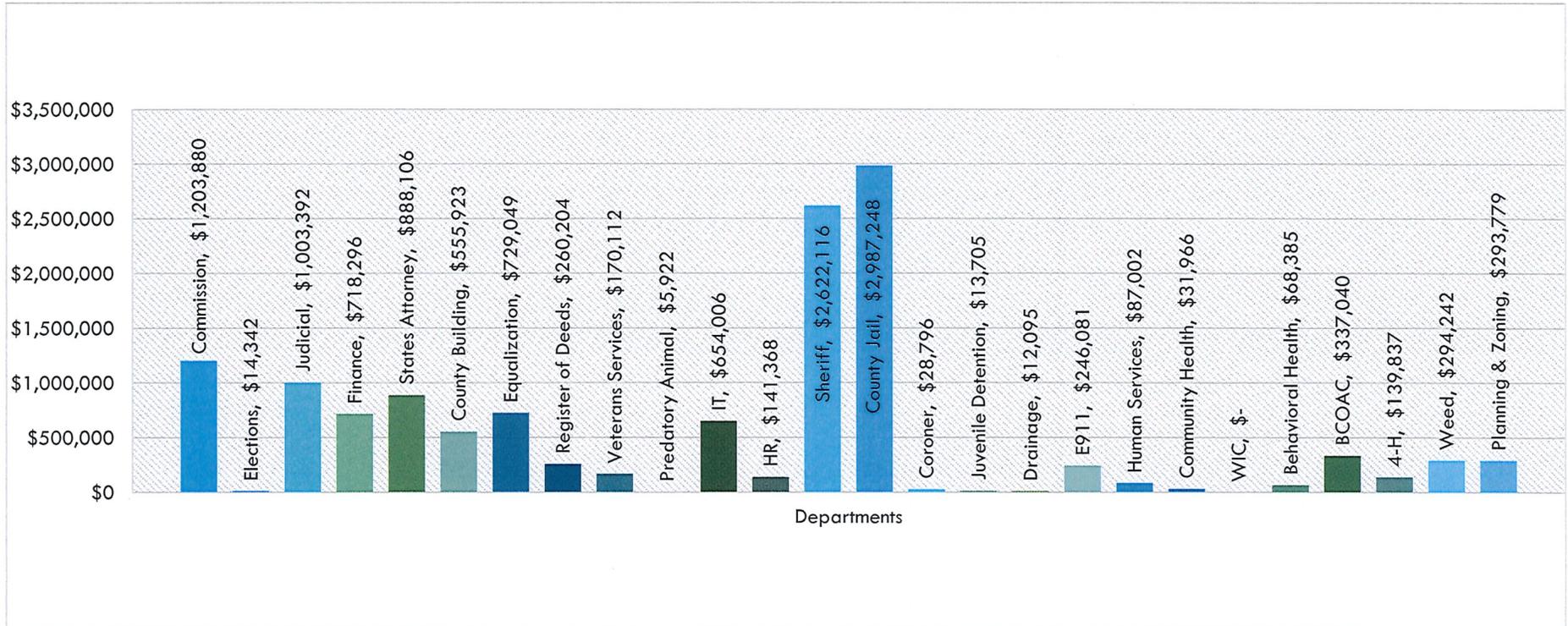
NUMBER OF EMPLOYEES BY DEPARTMENT

DEPARTMENT	FULL TIME STAFF	PART TIME STAFF
Finance Office	8	
Register of Deeds	3	
Sheriff's Department/Detention Center	43	10
State's Attorney/Human Services	9	
BCOAC	2	4
Commission Office	11	5
County Development	3	
Equalization Office	8	
Highway Department	18	2 (split 50/50 with Weed)
Weed & Pest	1	3 (with 2 split 50/50 with Highway)
4-H Office		2
Community Health/WIC		1

FTE REPORT – 4 YEAR LOOK BACK

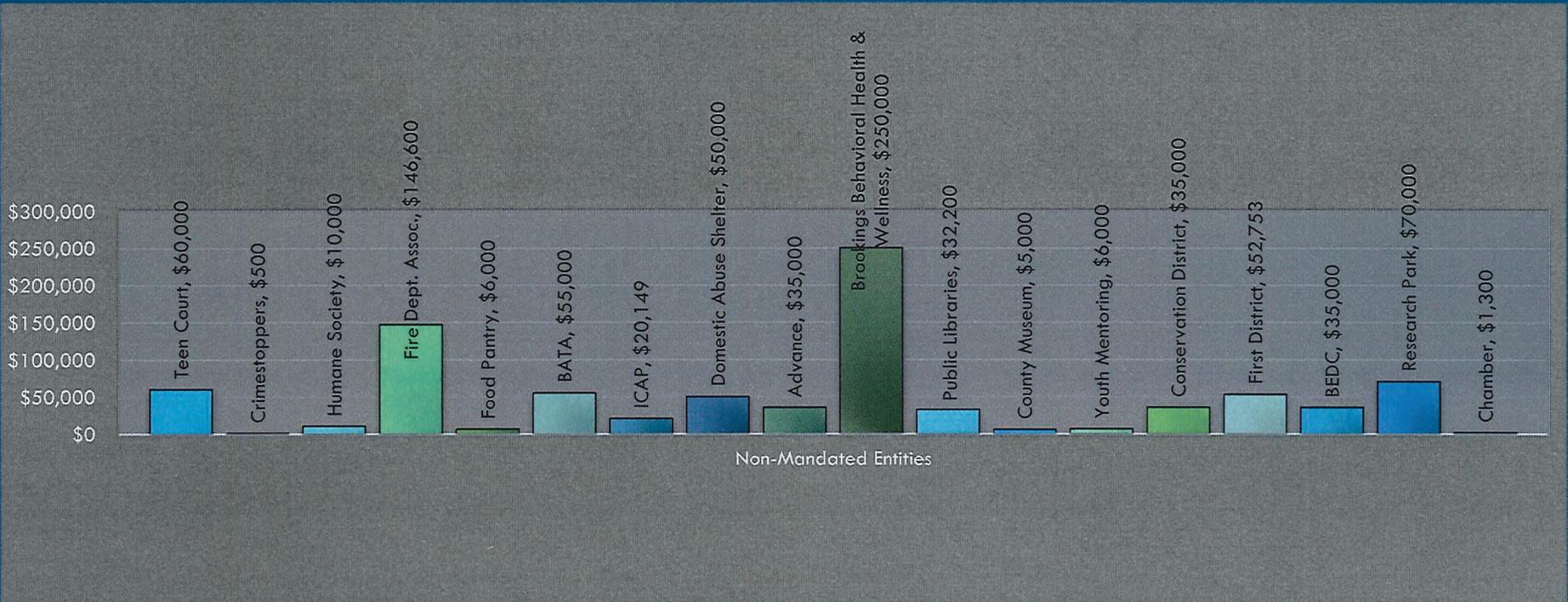
Department	2022	2023	2024	2025	Change
Finance Office	9	8	9		1
Register of Deeds	3	3	3	3	0
Sheriff's Department/Detention Center	46.48	47.81	48.18	47.65	-0.53
State's Attorney	9	9	9	9	0
BCOAC	6	6	4.5	4	-0.5
Commission Office	12.5	13.5	13.5	13.5	0
County Development	3	3	3	3	0
Equalization Office	7	7	8	8	0
Highway Department	19	19	19	19	0
Weed & Pest	3	3	2.5	2.5	0
4-H Office	1	1	1	1	0
Community Health	.6	.6	.5	.5	0

GENERAL FUND EXPENSES: DEPARTMENTAL OVERVIEW

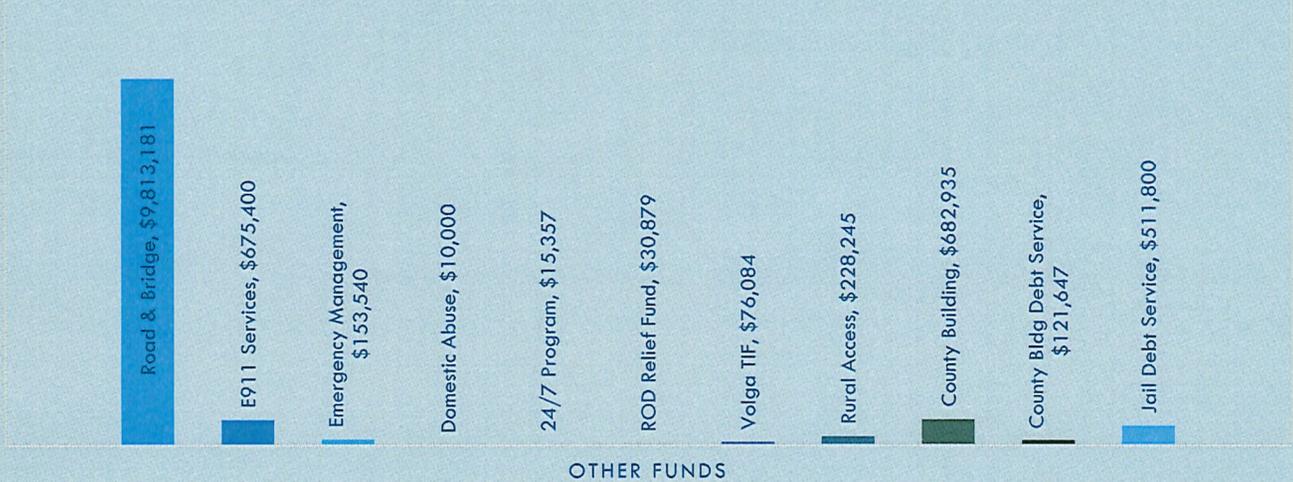


Department	2025 Beginning Budget	Contingency Transfers	Budget Supplements/Adjustments	Total Budget Ending	Unspent Budget @ Year End
Commission	\$598,484		\$1,283,905	\$1,882,439	\$678,559
Contingency	\$606,000	-\$280,000		\$326,000	\$326,000
Elections	\$22,800			\$22,800	\$8,458
Judicial	\$758,000	\$250,000	\$2,250	\$1,010,250	\$6,858
Finance	\$743,300		\$87	\$743,387	\$25,091
States Attorney	\$903,025		\$101	\$903,126	\$15,019
County Building	\$697,132		\$332	\$697,464	\$141,541
Director of Equalization	\$766,552		\$2112	\$768,664	\$39,615
Register of Deeds	\$275,648		\$34	\$275,682	\$15,479
Veterans	\$177,168		\$17	\$177,185	\$7,073
IT	\$651,237	\$5,000	\$39	\$656,276	\$2,270
Human Resources	\$155,118		\$14	\$155,132	\$13,764
Sheriff	\$2,620,797		\$30,436	\$2,651,233	\$29,117
Jail	\$3,034,638		\$9,809	\$3,044,447	\$57,199
Coroner	\$42,493			\$42,493	\$13,697
Juvenile Detention	\$25,000			\$25,000	\$11,295
Drainage	\$51,000			\$51,000	\$38,905
Human Services	\$123,678		\$9	\$123,687	\$36,684
Community Health	\$36,189		\$4	\$36,192	\$4,227
WIC	0			0	0
Behavioral Health	\$83,500			\$83,500	\$15,115
BCOAC	\$439,322		\$47	\$439,370	\$102,330
Extension	\$146,577		\$9	\$146,586	\$6,750
Weed	\$293,150	\$5,000	\$339	\$298,489	\$4,247
Planning & Zoning	\$278,228	\$20,000	\$26	\$298,254	\$4,475
Transfers Out	\$3,734,142		\$249,000	\$3,983,142	\$0
	Total Revenue	\$20,719,560	Total Expenses	\$18,360,536	\$2,359,024 "Rolled to Fund Balance"

NON-MANDATED FUNDING EXPENDITURES — GENERAL FUND



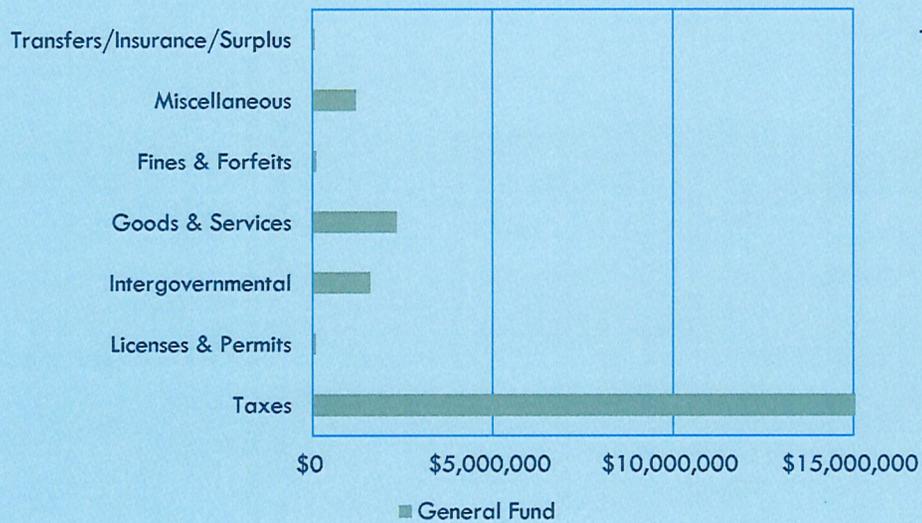
OTHER COUNTY FUNDS - EXPENDITURES



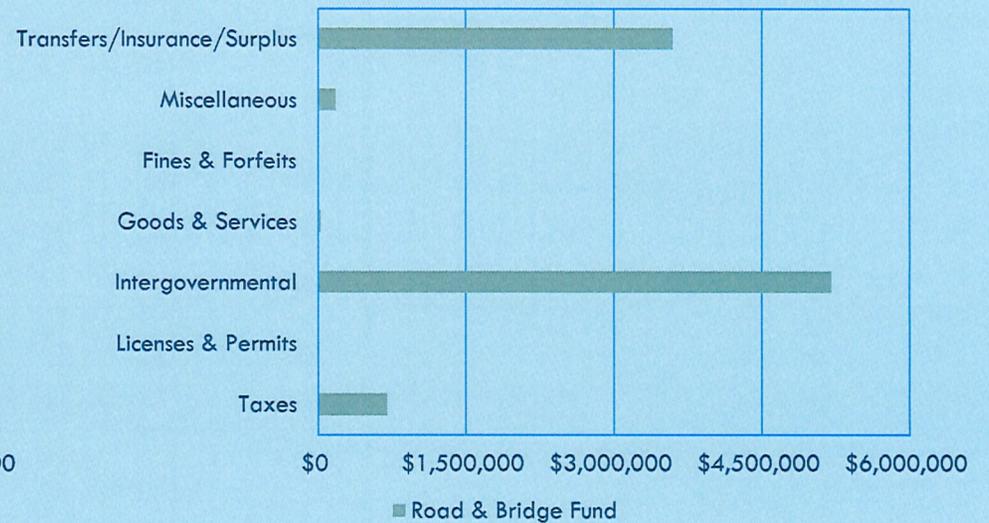
Department	2025 Beginning Budget	Budget Supplements/Contingency	Total Budget Ending	Unspent Budget @ Year End	Total Revenue	Total Expense	Rolled into Fund Balance
Highway Road & Bridge Fund	\$7,163,394	\$4,011,222	\$11,174,616	\$1,501,435	\$9,718,608	\$9,813,181	-\$94,573
E911	\$555,400	\$120,000	\$675,400	\$0	\$569,061	\$675,400	-\$106,339
Emergency Management Fund	\$187,753	\$129	\$187,882	\$34,342	\$184,289	\$153,540	\$30,749
Domestic Abuse	\$10,000	\$0	\$10,000	\$0	\$8,599	\$10,000	-\$1,401
24/7 Program Fund	\$65,950	\$0	\$65,950	\$50,593	\$50,375	\$15,357	\$35,018
ROD Relief Fund	\$47,000	\$0	\$47,000	\$16,121	\$17,012	\$30,879	-\$13,867
Volga TIF	\$65,956	\$10,128	\$76,084	\$0	\$76,084	\$76,084	\$0
Opioid Settlement	\$0	\$12,356	\$12,356	\$5,856	\$6,089	\$6,500	-\$411
Rural Access Fund	\$0	\$400,000	\$400,000	\$171,755	\$0	\$228,245	-\$228,245
County Building Fund	\$458,647	\$449,000	\$907,647	\$103,065	\$703,429	\$804,582	-\$101,152
Jail Dept Service Fund	\$511,200	\$600	\$511,800	\$0	\$512,056	\$511,800	\$256

REVENUE – GENERAL FUND & ROAD & BRIDGE FUND

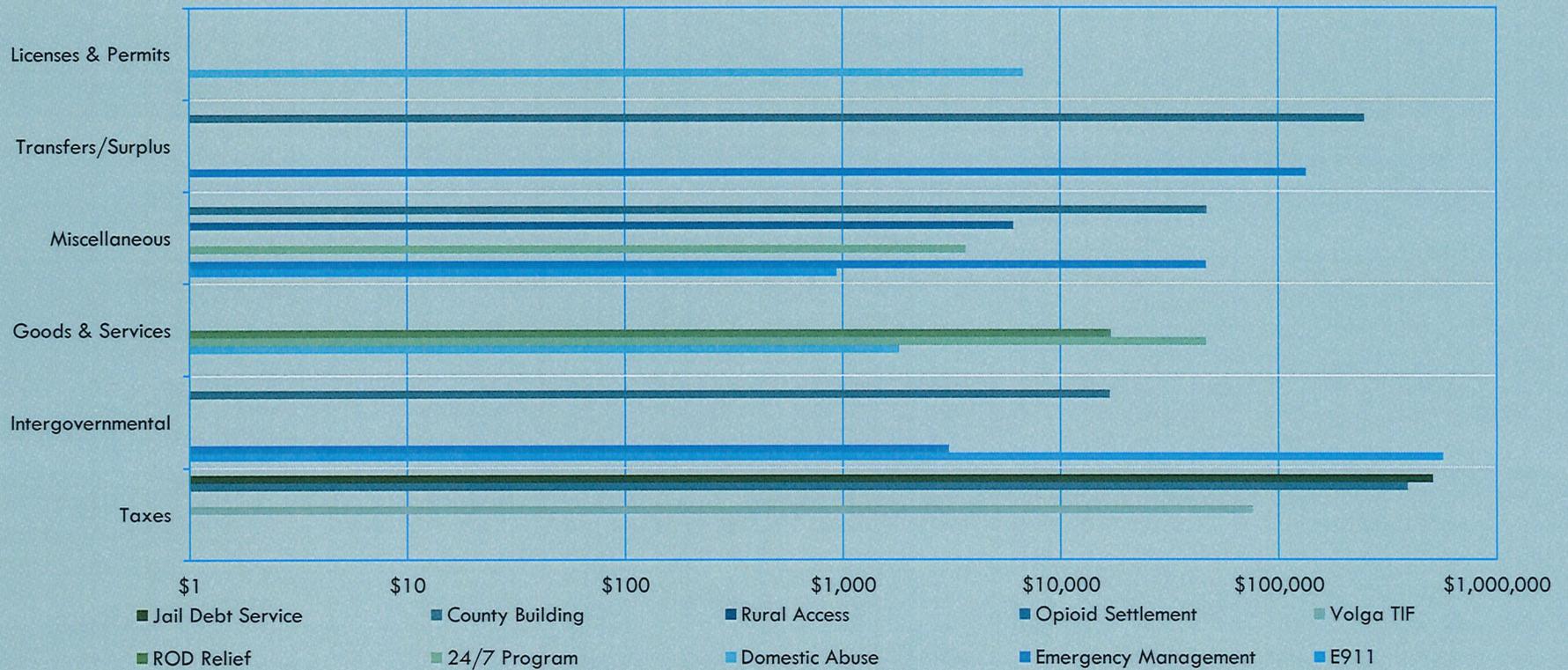
General Fund Revenue



Road & Bridge Fund Revenue



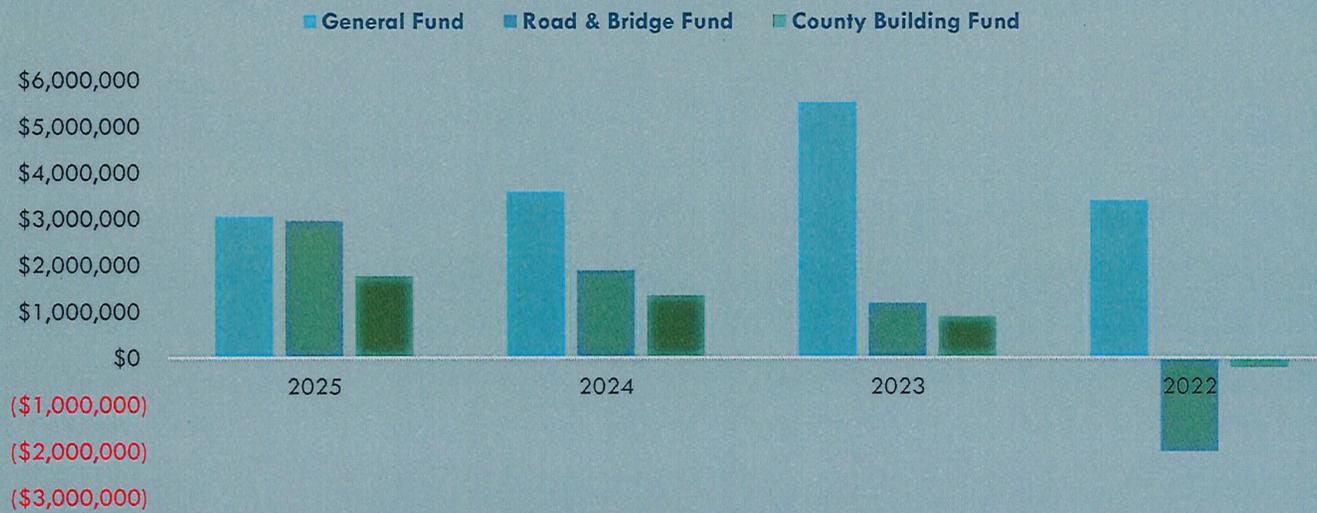
REVENUE — OTHER COUNTY FUNDS



REVENUE RECAP

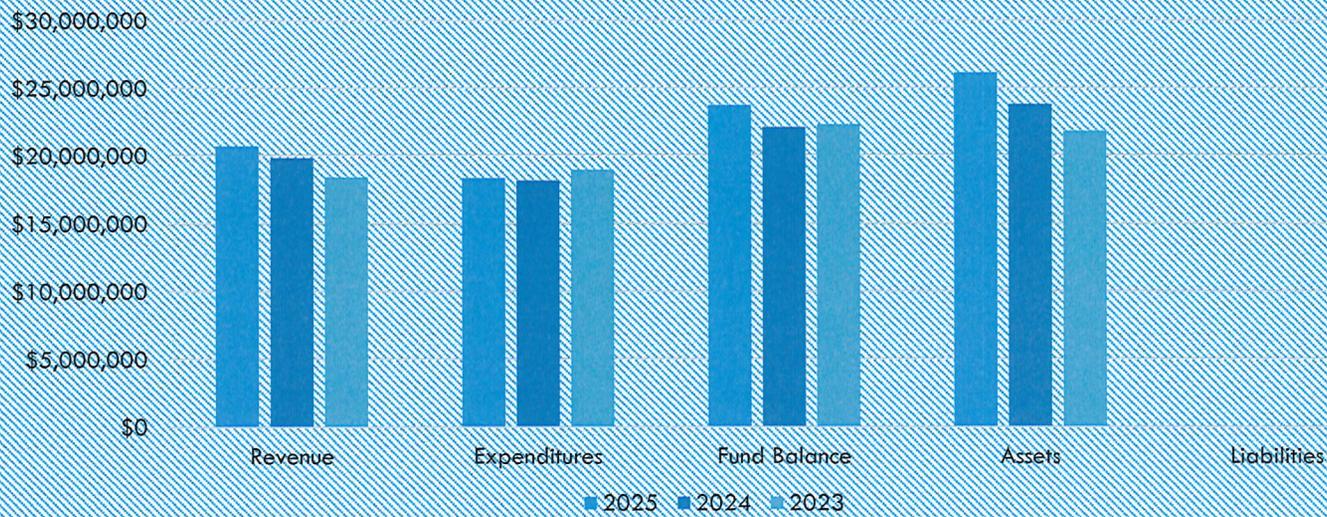
Fund	Revenue Budget	Actual Revenue	Difference
General Fund	\$20,006,921	\$20,719,560	\$712,639
Highway Fund	\$9,417,465	\$9,718,609	\$301,144
E-911 Fund	\$555,400	\$569,061	\$13,661
Emergency Management Fund	\$187,882	\$184,289	-\$3,593
Domestic Abuse Fund	\$10,000	\$8,599	-\$1,401
24/7 Program Fund	\$65,950	\$50,375	-\$15,575
ROD Relief Fund	\$16,000	\$17,012	\$1,012
Volga TIF Fund	\$76,085	\$76,085	\$0
Opioid Settlement	\$5,859	\$6,089	\$230
Rural Access Fund	\$0	\$0	\$0
County Bldg Fund	\$441,834	\$703,429	\$261,595
Jail Project Debt Service Fund	\$511,200	\$512,056	\$856

UNASSIGNED FUND BALANCE @ YEAR END



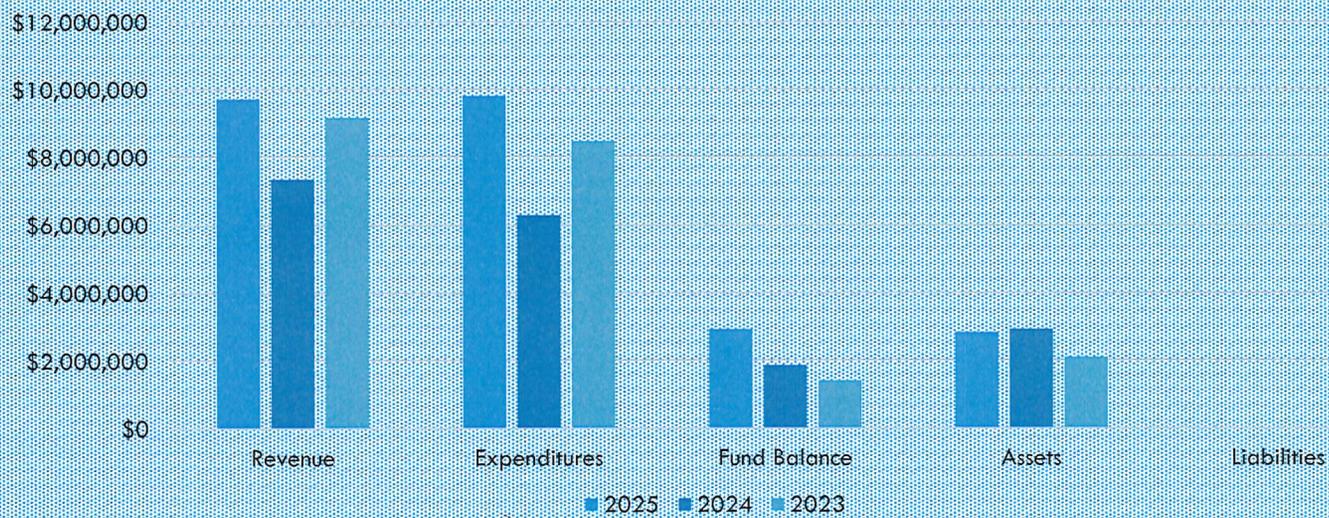
GENERAL FUND

Yearly Comparison Information



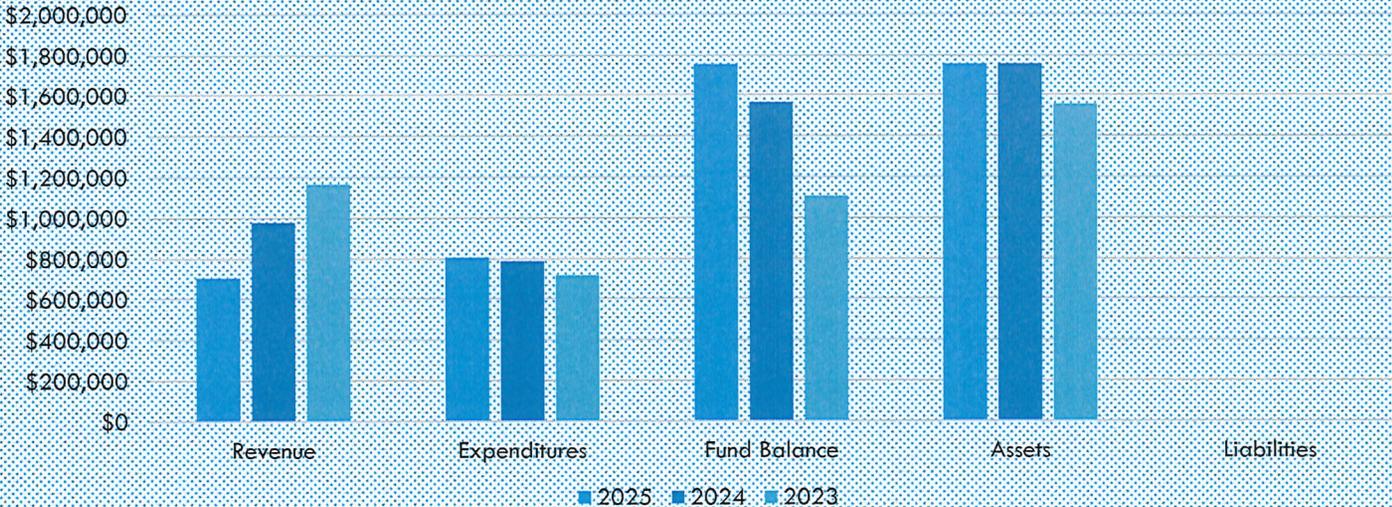
ROAD & BRIDGE FUND

Yearly Comparison Information



COUNTY BUILDING FUND

Yearly Comparison Information



08F4 – 06-280-172
0.8 miles north and 6.0
miles east of Aurora
over Medary Creek

SDDOT BIG Grant
awarded to Brookings
County in March of 2021
for 60/40 cost share.

This project was 2.4%
below the engineers cost
estimate of
\$1,566,782.50.

The low bid was
awarded to Holloway
Construction of Parker, SD
for \$1,528,691.25.

The construction of this
project began in March
of 2025 and was
completed in July of
2025.



08F3 – 06-227-230

5.0 miles south and .06 miles east of Aurora, over a tributary to the Big Sioux River.

SDDOT BIG Grant awarded to Brookings County in March of 2021 for 50/50 cost share.

This project was 15% below the engineers cost estimate of \$739,762.50.

The low bid was awarded to Timmons Construction of Brookings, SD for \$628,889.79.

The construction of this project began in April of 2025 and was completed in July of 2025.



08X0 – 06-320-118

3.2 miles north and 8.0 miles east of Bushnell over a creek.

SDDOT BIG Grant awarded to Brookings County in February of 2022 for 50/50 cost share.

This project was 16.2% below the engineers cost estimate of \$550,000.

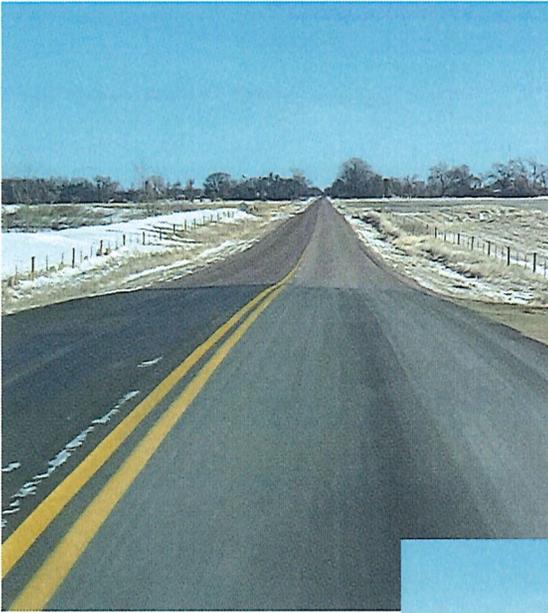
The low bid was awarded to Katzer Concrete of Sioux Falls, SD for \$460,960.00.

The construction of this project began in August of 2025 and was completed in November of 2025.



214th Street/County Road 16A

Double chip seal blotter surface project. Total project cost - \$284,541.70



In August of 2025, Brookings County hired Loiseau Construction of Flandreau, SD to apply base stabilizer to the roadway surface. The Road Guy Construction of Yankton, SD applied a prime, 1st of application of chip seal, and 2nd application of chip seal to the roadway surface. Bowes Construction of Brookings, SD applied asphalt to susceptible areas experiencing turn movement at intersections and the LG Everist crossing. Lastly, centerline stripes were applied by Sir Lines A lot of Tea, SD.



This is a project the county and the City of Volga are working on jointly to update Samara Avenue/County Road 5. The project includes updates to the city's sanitary sewer, storm sewer, adding curb and gutter, as well as adding a sidewalk along the west side of Samara.

Phases 1 & 2 were completed in 2025. Phase 3 will be done between during the summer of 2026.

Bowes Construction was the low bidder at \$2,299,640.30, which was below the engineer's estimate of \$2.8 million.

SAMARA AVENUE PROJECT

OTHER HIGHWAY PROJECTS IN 2025

2025 Brookings County Chip Seal Project – Summer of 2025

- ❖ County Roads 12, 40 & 42.
- ❖ 26.2 miles at a total cost of \$752,258.17
 - ❖ Jebro – Road Oil - \$528,254.22
 - ❖ LG Everist – Chip Rock - \$52,416.20
 - ❖ Road Guy Construction – Chip Seal Application - \$171,587.75
 - ❖ Brookings County – Fog Seal Application - \$28,712.14 (day labor)

2025 Brookings County Surfacing Project

- ❖ 478th Avenue of Brookings County Road 25 between SD Highway 30 and the Brookings/Deuel county line – approx. 8.0 miles
 - ❖ The low bid was received from Central Specialties, Inc. of Alexandria, MN - \$1,257,534.83.
 - ❖ The bid was \$406,465.17 below the Engineer's estimate of \$1,664,000.
 - ❖ The final project cost was \$1,171,295.85, a decrease through a change order of \$86,238.98, due to oil content in the asphalt.
 - ❖ The final product passed SDDOT standards and specifications.
 - ❖ This project was a collaboration with the City of White to raise their sanitary manhole along the corridor traversing through town. Following the completion of the asphalt overlay, Brookings County crews applied shoulder material to the edges of the roadway along the length of the project.



PURCHASE OF THE FORMER BATA BUILDING



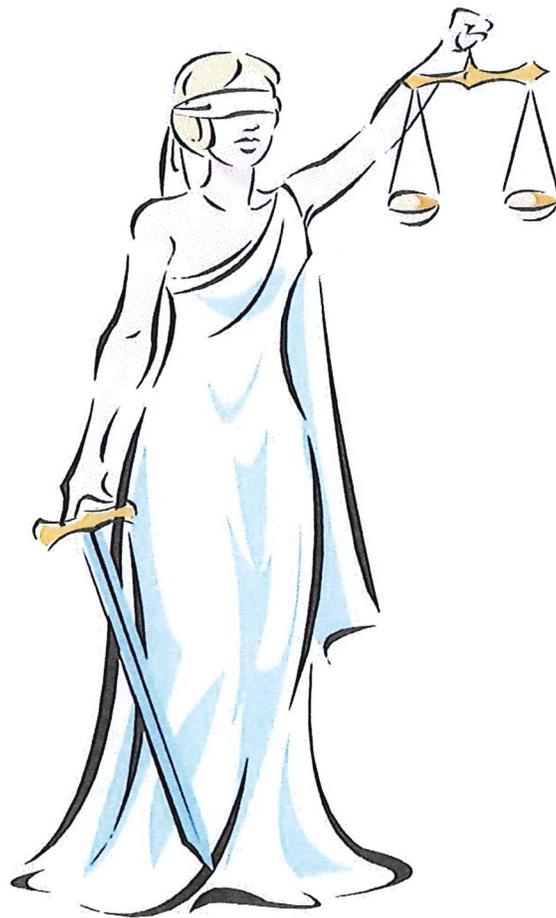
Courthouse Parking Lot Project



THAT'S A WRAP ON 2025



BROOKINGS COUNTY STATISTICS 2025



FELONY CONVICTIONS

OFFENSE	2021	2022	2023	2024	2025
Abuse or Cruelty to Minor as Felony	2	8	5	8	7
Accessories to Crime	1	2	0	0	0
Aggravated Assault	4	2	1	3	6
Aggravated Assault on Law Enforcement Officer	0	0	0	1	0
Attempted Escape / Escape	0	0	2	0	3
Burglary in the First Degree	1	2	3	1	3
Burglary in the Second Degree	0	1	3	0	1
Burglary in the Third Degree	1	0	3	4	0
Conspiracy to Commit Forgery / Forgery	1	4	4	1	4
Cruelty to Animals	0	0	2	1	0
Drugs					
Distribution	7	6	8	7	11
Drug Free Zones	2	3	1	1	4
Maintaining Place for Drugs	3	4	1	1	0
Possession of Marijuana as Felony	4	5	2	2	1
Unauthorized Poss. of Contr. Sub.	8	14	11	9	24
Unauthorized Ingestion of Contr. Sub.	40	14	24	15	6
DWI (3rd, 4th & 5th offenses)	28	18	27	12	24
Aggravated Eluding	1	0	2	5	7
Failure to Appear as Felony	0	1	0	0	1
Aggregated Grand Theft/Grand Theft	11	17	11	12	15
Hit & Run as Felony	0	2	0	1	0
Identity Theft	1	0	0	0	6
Int'l Damage to Property	2	2	1	1	3
Murder/Manslaughter	2	0	1	1	0
Possession of Child Pornography	0	0	1	3	4
Possession of Firearm by One With Prior Violent Crime/Drug Conviction	0	0	1	0	0
Rape / Sexual Contact / Attempted /Incest	3	7	1	1	6
Registration of Sex Offender	3	2	3	3	6
Robbery in the Second Degree	0	3	0	0	0
Sexual Exploitation/Solicitation of a Minor	1	2	1	0	1
Simple Assault as Felony	5	3	5	1	3
Simple Assault on Law Enforcement Officer	2	0	1	3	8
Tampering with a Witness	0	1	0	1	0
Terrorist Threat	0	3	1	0	1
Vehicular Battery	0	1	0	0	0
Violation of No Contact/Protection Order as Felony	2	1	2	6	3
Voting More Than Once at Election	0	0	1	0	0
TOTALS	135	128	129	104	158

CLASS 1 MISDEMEANOR CONVICTIONS

OFFENSE	2021	2022	2023	2024	2025
Common Nuisance	2	2	3	0	1
Contributing to Abuse, Neglect or Delinquency or Causing CHINS	5	3	1	1	2
Criminal Entry of Motor Vehicle	2	2	1	1	1
DWI (Not including felony DUIs)	282	258	242	227	197
Drugs – Distribution of Marijuana as Misd.	0	2	3	0	1
Drugs – Possession/Ingesting Substance to Become Intoxicated	20	6	8	4	11
Eluding	2	1	1	2	1
Entering / Remaining / Refusing to Leave Building / Property	4	18	12	14	17
Failure to Appear	0	2	2	5	2
False Personation w/Intent to Deceive Law Enforcement	7	7	4	4	2
Failure to Report Accident	0	0	0	0	12
False Reporting to Authorities	5	2	3	2	0
Hit and Run	0	2	3	4	0
Int'l Causing Contact With Bodily Fluids or Human Waste / Attempted	0	2	0	0	0
Int'l Damage to Property – 2nd Degree	4	2	3	2	10
Interference With Emergency Communications	2	1	2	2	1
License Violations	61	104	55	83	72
Maltreatment of Animals	1	0	1	4	3
Misprision of Felony	2	1	2	1	0
NSF / Theft by NSF 1st Degree	9	0	5	3	2
Obstructing Law Enforcement Officer	8	6	11	12	4
Possess Firearm While Intoxicated	4	2	0	0	2
Protection Order Violation	4	5	3	11	8
Reckless Discharge of Firearm	0	0	1	1	1
Reckless Driving	30	26	54	36	63
Resisting Arrest	4	4	0	6	6
School Bus Signal Violation	0	0	0	0	1
Sexual Contact / Indecent Exposure	5	0	1	2	1
Simple Assault	42	51	38	39	25
Substitution of Plates	5	2	2	6	4
Theft	12	8	23	12	19
Threatening Law Enforcement Officer or Family	2	1	4	4	0
Unauthorized Operation/Tampering of Motor Vehicle	2	3	4	1	0

Unlicensed Business Prohibited	0	1	0	0	0
Use of Visual Recording/Photographs w/o Consent	0	0	2	2	0
Violation of Conditional Bond	2	1	5	11	20
Window Peeking/Stalking/Eavesdrop	4	10	6	7	10
TOTALS	532	535	505	509	499

CLASS 2 MISDEMEANOR CONVICTIONS

OFFENSE	2021	2022	2023	2024	2025
Careless / Exhibition Driving	5	15	14	17	13
Disorderly Conduct	62	56	57	41	70
Driver's License Violations	25	26	19	42	29
Drug Paraphernalia	15	15	34	27	31
Duty to Stop After Accident	5	9	4	0	7
Entering / Remaining / Refusing to Leave Property	3	4	0	1	10
Furnishing Alcohol to Persons (18-21)	2	6	6	9	11
Indecency	0	0	0	0	1
Int'l Damage to Property – 3rd Degree	4	6	10	6	12
License Plate Violations	4	2	4	6	6
Littering	0	1	0	2	1
No Insurance	55	64	61	102	72
NSF/Theft by NSF 2nd Degree	18	14	21	10	9
Open Container	4	6	3	3	1
Theft / Attempted Theft	20	26	36	7	64
Tobacco Purchase / Possession	2	10	1	3	2
Traffic Violations	33	48	43	59	37
Persons Responsible for Truancy	1	2	6	0	7
Underage Consumption/Possession	87	62	93	72	56
Unlawful Sale of Tobacco to Minors	0	0	0	0	1
Violation of County Ordinances	1	1	1	0	0
Zero Tolerance – alcohol / marijuana	25	24	21	26	20
TOTALS	371	397	434	503	460

AGGRAVATED ASSAULT/SIMPLE ASSAULT/DISORDERLY CONDUCT
CONVICTIONS
(Domestic only)

OFFENSE	2021	2022	2023	2024	2025
Abuse/Cruelty to Minor	0	0	1	2	0
Aggravated Assault	0	2	1	3	5
Simple Assault as Felony	5	2	4	1	3
Simple Assault	28	30	15	20	17
Disorderly Conduct	27	10	3	3	11
Burglary in the First Degree	0	1	0	1	1
Burglary in the Second Degree	0	1	0	0	0
Violation of No Contact Order as Felony	0	1	1	3	1
Violation of Protection Order	4	6	0	2	2
Stalking	0	0	0	0	1
TOTALS	64	53	25	35	41

DWI CONVICTIONS

DWI'S	2021	2022	2023	2024	2025
1st	236	219	200	192	166
2nd	46	39	42	35	31
3rd	18	9	21	7	11
4th	7	7	2	3	9
5th	1	1	1	0	0
6th	1	1	1	1	4
7th	0	0	2	0	0
8th	1	0	0	0	0
TOTALS	310	276	269	238	221

Of the 221 convictions for Driving While Under the Influence, the average percent by weight of alcohol as a result of blood testing was .172 %.

JUVENILE CONVICTIONS

	2019	2020	2021	2022	2023	2024	2025
JUV Delinquent	49	31	27	35	42	45	35
JUV CHINS	8	3	5	3	2	3	1
JUV Transfer of Venue	3	1	0	2	6	2	1
JUV Citations	17	9	8	8	11	13	16
JUV Applications	4	2	2	1	4	2	4

DELINQUENT, CHINS, TRANSFER OF VENUE CHARGES

	2019	2020	2021	2022	2023	2024	2025
CHINS Truancy	1	1	0	0	2	0	1
CHINS Beyond Parental Control/Runaway	1	2	4	3	0	3	0
CHINS Underage/Possession of Alcohol	4	0	1	0	0	0	0
CHINS Under 21 Driver	1	0	0	0	0	0	0
CHINS Endangers Own/Others Welfare	1	0	0	0	0	0	0
Aggravated Assault - Deadly Weapon - C3F	1	2	0	1	0	2	0
Aggravated Assault – Restricted Airflow – C3F	0	0	0	0	0	0	1
Aggravated Assault – Serious Bodily Injury – C3F	0	1	0	1	0	1	0
Aggravated Assault Domestic – Deadly Weapon – C3F	0	0	1	1	1	0	0
Aggravated Eluding Law Enforcement Officer – C6F	0	0	0	1	0	0	0
Attempted Sexual Exploitation of a Minor – C6F	0	1	0	0	0	0	0
Burglary in the First Degree - C2F	1	1	0	0	0	0	0
Burglary in the Second Degree - C3F	1	0	0	0	0	0	0
Burglary in the Third Degree – C5F	0	1	1	0	1	0	0
Criminal Entry of a Motor Vehicle - C1M	3	0	0	1	4	0	2
Criminal Trespass – C1M	0	0	0	2	6	0	1
Cruelty to Animals – C6F	0	0	0	0	0	1	0
Disorderly Conduct - C2M	4	1	0	0	1	2	3
Distribution/Possession W/Intent to Distribute MJ – C6F	0	1	0	0	0	0	0
Distribution/Possession W/Intent to Distribute MJ 1 oz Less ½ lb – C5F	0	0	0	1	0	0	0
Disturbance of School - C2M	2	1	1	5	4	3	2
Drug Paraphernalia - C2M	1	0	0	0	2	3	2
Entering or Surreptitiously Remain in Building - C1M	1	0	0	0	0	0	1
Escape By Prisoner – Second Degree – C5F	0	0	0	0	1	0	0
Firearm with Value of Less than or Equal to 2,500 - C6F	1	0	0	0	0	0	0
Grand Theft - C4F	1	1	0	0	1	0	0
Grand Theft – MV – C4F	0	0	0	0	0	3	1
Grand Theft – MV – C5F	0	0	0	0	1	0	0
Grand Theft – C6F	0	0	2	0	0	0	0
Grand Theft – Firearm – C6F	0	0	0	0	3	0	2

Grand Theft (Receiving Stolen Property) – C5F	0	0	0	0	0	2	0
Grand Theft (Receiving Stolen Property) – C6F	0	0	1	0	1	0	0
Hit and Run – Death or Injury – C6F	0	0	1	0	0	0	0
Identity Theft – C6F	0	0	0	0	1	0	0
Ingesting MJ 2 oz or Less - C1M	6	3	1	0	1	3	1
Ingesting of Controlled Drug or Substance as Felony - C5F	3	0	0	0	0	0	0
Ingesting of Controlled Drug or Substance as Felony - C6F	1	0	0	0	0	0	0
Intentional Damage to Property – C4F	0	0	0	0	0	1	0
Intentional Damage to Property – C1M	0	1	0	1	1	0	0
Intentional Damage to Property - C2M	2	1	0	0	0	0	0
Juvenile Sexting - C1M	3	1	1	0	0	0	4
Manslaughter – 1st Degree – Class C Felony	0	1	0	0	0	0	0
Obstruct Police, Jailer, or Firefighter - C1M	1	0	1	1	0	0	0
Permit Threatening Or Harassing Phone Calls - C1M	1	0	0	0	0	0	0
Petty Theft 1st Degree – C1M	0	0	0	0	1	0	0
Petty Theft 2nd Degree - C2M	5	0	0	0	1	1	0
Possession of Dangerous Weapon on School Premises – C1M	0	0	0	0	1	1	1
Possession of Controlled Drug or Substance in Schedules I or II – C5F	1	2	2	2	1	1	1
Possession of Controlled Drug or Substance in Schedules III or IV – C6F	0	0	0	0	1	0	0
Possession of Delta-8 Tetrahydrocannabinol Under Twenty-One – C2M	0	0	0	0	0	0	1
Possession of Destructive Device – C4F	0	0	1	0	0	0	0
Possession of Marijuana 2oz or Less- C1M	2	3	1	2	3	5	2
Public Indecency – C2M	0	0	0	0	0	2	0
Rape in the First Degree – CCF	0	0	2	0	0	0	
Reckless Burning or Exploding – C4F	0	0	0	0	2	0	0
Resisting Arrest – C1M	0	0	0	1	0	0	0
Sexual Contact Child Under 16 - C1M	1	2	0	0	0	2	0
Sexual Contact Child Under 16 - C3F	1	0	1	0	1	0	0
Simple Assault Against LEO – C6F	0	1	1	0	0	1	2
Simple Assault - C1M	8	7	6	7	5	16	10
Simple Assault (Dom Violence) – C1M	1	1	1	6	3	2	2
Stalking – C1M	0	0	0	4	0	0	0
Terrorist Threat - C5F	2	0	0	0	1	0	1
Threatening or Harassing Contacts by Telephone or Other Electronic Device – C1M	0	0	1	2	0	0	0
Unlawful Use of Computer System - C1M	1	0	0	0	0	0	0
Unauthorized Use of Vehicle or Vessel – C1M	1	0	0	0	0	0	0
Window Peeking - C1M	1	0	0	0	0	0	0
Total	65	36	31	42	49	52	41

APPLICATIONS

	2019	2020	2021	2022	2023	2024	2025
Petition for Order to Modify or Revoke Probation and Order	4	2	2	1	4	2	4

DELINQUENT, CHINS, TRANSFER OF VENUE, AND APPLICATION DISPOSITIONS

	2019	2020	2021	2022	2023	2024	2025
Ordered to Pay Fine	7	0	1	1	4	0	4
Ordered to Pay Restitution	0	8	5	4	13	6	3
Probation	43	30	23	35	36	37	27
Continued Probation	6	2	0	0	0	1	0
Committed to DOC	1	1	1	1	1	0	0
Recommitted to DOC	0	0	1	0	0	0	0
Referred back to DOC	3	2	0	0	0	0	0
Continued Placement	1	0	0	0	0	1	1
Serve (5) days Detention	0	0	1	0	0	1	0
Serve (10) days Detention	1	0	0	0	0	0	0
Serve (13) days Detention	0	1	0	0	0	0	0
Suspended Detention (5) days	1	0	2	0	0	1	0
Suspended Detention (10) days	0	0	2	2	2	3	7
Suspended Detention (15) days	3	0	0	0	0	0	1
Suspended Detention (20) days	0	0	0	2	0	0	1
Suspended Detention (30) days	0	0	0	2	0	0	0
Jail time (1 day)	1	0	0	0	0	0	0
Jail time (3 days served)	0	0	0	0	0	1	0
Jail time (10 days served)	0	0	0	0	1	0	0
Jail time (552 days served)	0	0	1	0	0	0	0

CITATION CHARGES

	2019	2020	2021	2022	2023	2024	2025
Petty Theft 2nd Degree (C2M)	1	6	0	6	7	4	10
Intentional Damage to Property 2nd Degree (C2M)	1	0	0	0	1	1	0
Underage Possession and Consumption (CHINS)	13	3	2	1	4	9	6
Truancy (CHINS)	2	1	6	1	0	0	2
Total	17	10	8	8	11	13	18

CITATION DISPOSITIONS

	2019	2020	2021	2022	2023	2024	2025
\$100.00	13	3	2	2	2	7	6
\$50.00	4	7	6	6	4	5	9
Restitution	1	1	0	5	5	1	7

ABUSE & NEGLECT

	2019	2020	2021	2022	2023	2024	2025
A&N Pending Cases	11	8	11	12	14	11	2
New A&N Cases Opened	9	4	10	7	7	7	6
Number of Children Involved in Pending Cases	20	11	14	18	20	19	11
Termination of Parental Rights Cases	1	0	0	1	2	2	2
ICWA Cases	1	0	1	2	2	0	0
A&N Cases (including ICWA) Closed	5	7	5	6	5	10	8
A&N Cases Re-Opened	0	1	0	1	1	0	0
A&N Cases Transfer of Venue	0	1	0	0	0	0	1

TEEN COURT

	2019	2020	2021	2022	2023	2024	2025
Total number of referrals	44	40	28	2	8	12	13
Total successful completed referrals	26	26	23	10	1	14	1
Total unsuccessful referrals	13	13	7	7	1	2	1
Total opt out of program/treatment				1	1	1	1
Total pending referrals	15	0	9	0	5	2	10
Recidivism Percentage (calculated yr. from completion date)	19.5%	11.5%	43.5%	0.00%	0.00%	14.3%	

TEEN COURT CHARGES – SUCCESSFULLY COMPLETED NUMBERS ONLY

	2019	2020	2021	2022	2023	2024	2025
CHINS Runaway	0	0	1	0	0	0	0
CHINS Truancy	2	2	3	1	0	0	0
Consumption and/or Possession of Alcohol by a Minor – C2M	0	4	3	0	1	0	0
Criminal Trespass – C2M	0	0	0	0	0	0	0
Disorderly Conduct – C2M	0	0	1	0	0	0	0
Disturbance of School – C2M	0	2	1	0	0	0	0
Driving Under the Influence – C1M	0	1	0	0	0	0	0
Possession or Use of Drug Paraphernalia – C2M	0	0	1	0	0	0	0
Eluding - C1M	1	0	0	0	0	0	0
False Report – C1M	0	0	1	0	0	0	0
Driving Without a License or Permit - C2M	1	0	1	0	0	1	0
Firearm or Weapon on School Grounds - C1M	1	0	0	0	0	0	0
Ingesting - C1M	4	2	1	0	0	0	0
Intentional Damage to Property \$400 or Less – C2M	0	1	0	0	0	0	0
Intentional Kill/Injure Animal of Another – C1M	0	0	1	0	0	0	0
Juvenile Sexting - C1M	1	2	0	0	0	0	0
Petty Theft - C2M	4	3	1	1	5	8	1
Possession of Drug Paraphernalia - C2M	5	3	0	0	1	1	0
Possession of Marijuana 2 oz or Less - C1M	5	7	1	0	1	1	0
Reckless Burning or Exploding – C4F	0	0	2	0	0	0	0

Simple Assault - C1M	1	2	2	1	0	2	0
Simple Assault DV – C1M	0	0	1	0	0	0	0
Stalking – C1M	0	0	0	1	1	1	0
Threatening or Harassing Contacts by Telephone or Other Electronic Device – C1M	0	0	1	0	0	0	0
Unauthorized Use of a Motor Vehicle – C1M	0	0	1	0	0	0	0
Underage Possession of Tobacco - C2M	1	1	2	8	2	2	0
Zero Tolerance DUI (Marijuana) - C1M	1	0	0	0	0	0	0
Total	27	30	25	12	11	16	1

BROOKINGS COUNTY YOUTH DIVERSION PROGRAM

- Program Started September 2020	2020	2021	2022	2023	2024	2025
Total number of referrals	14	46	40	33	39	32
Total successful completed referrals	0	27	26	11	24	18
Total unsuccessful referrals	2	12	15	2	11	3
Total opt out of program/treatment			4	2	4	3
Total pending referrals	1	15	10	16	11	8
Recidivism Percentage (calculated yr. from completion date)		22.2%	19.23%	27.27%	16.7%	

BROOKINGS COUNTY YOUTH DIVERSION PROGRAM – SUCCESSFULLY COMPLETED NUMBERS ONLY

	2020	2021	2022	2023	2024	2025
Aggravated Assault – C3F		1	0	1	0	0
Burglary in the Third Degree – C5F		4	1	2	0	0
CHINS/Runaway		1	1	3	2	2
CHINS/Truancy		0	0	0	0	0
Disorderly Conduct – C2M		1	0	2	0	0
Distribution or Possession with Intent to Distribute Marijuana – C5F		1	0	0	0	0
Disturbance of School – C2M		1	4	8	6	1
Driving Without Valid License or Permit – C2M		1	0	0	0	0
Fail to Maintain Financial Responsibility – C2M		1	0	0	1	0
Firearm or Weapon on School Grounds – C1M		0	1	0	2	1
Harassment (Stalking) – C1M		1	0	0	0	0
Hunting Trespass – C2M		0	0	0	0	1
Ingesting – C1M		3	2	0	1	0
Ingestion of Controlled Substance as Felony – C5F		1	0	0	0	0
Intentional Damage to Property – C2M		0	1	0	0	0
Intentional Damage to Property – C1M		1	3	4	0	1
Intentional Damage to Property – C6F		4	1	0	0	0
Intentional Damage to Property – C5F		0	0	0	0	0
Juvenile Sexting – C1M		2	0	1	1	1
Obstruction		0	0	0	1	0
Open Container in a Motor Vehicle – C2M		1	0	0	1	0
Overdriving Road Conditions – C2M		1	0	0	0	0

Petty Theft - C2M			1	4	5	6	5
Petty Theft – C1M			0	0	1	0	0
Possession of Controlled Drug or Substance – C5F			4	1	2	3	0
Possession of Drug Paraphernalia - C2M			6	2	4	0	3
Possession of Marijuana 2 oz or Less - C1M			3	2	3	1	1
Public Indecency- C2M			0	0	0	1	0
Sexual Contact with Child Under 16 Years of Age – C1M			0	1	0	0	0
Simple Assault - C1M			2	0	7	5	1
Simple Assault DV – C1M			0	1	0	0	0
Stalking – C1M			0	1	0	0	0
Threatening or Harassing Contacts by Telephone or Other Electronic Device – C1M			0	1	0	0	0
Tampering with Alarm System – C1M			0	0	1	1	0
Terrorist Threats – C1M			0	0	0	0	1
Trespassing - C2M			7	1	0	1	0
Underage Possession of Tobacco – C2M			1	0	3	4	0
Underage Possession/Consumption of Alcoholic Bev – C2M			1	4	2	6	2
Zero Tolerance DUI – C2M			2	0	0	0	0
Total			52	32	49	43	20

LUTHERAN SOCIAL SERVICES – FUNTIONAL FAMILY THERAPY

- Family Focus Therapy Referrals Started April 2020	2020	2021	2022	2023	2024	2025
Total number of referrals	11	6	10	1	4	8
Total successful completed referrals	4	0	1	5	0	2
Total unsuccessful referrals	1	2	3	0	1	3
Total opt out of treatment/other treatment option			1	0	1	0
Total pending referrals	6	4	5	1	2	3

FUNCTIONAL FAMILY THERAPY – SUCCESSFULLY COMPLETED NUMBERS ONLY

	2020	2021	2022	2023	2024	2025
CHINS/Runaway	0	0	1	4	2	0
Driving Under the Influence – C1M	1	0	0	0	0	0
Ingesting - C1M	2	0	0	0	1	0
Juvenile Sexting - C1M	1	0	0	0	0	0
Possession of Drug Paraphernalia - C2M	1	0	0	0	0	0
Possession of Marijuana 2 oz or Less - C1M	1	0	0	0	0	0
Aggravated Assault (Domestic) – C1M	0	0	0	0	0	0
Simple Assault – C1M	0	0	0	0	0	2
Simple Assault (Domestic) - C1M	1	0	0	5	1	0
Underage Possession of Tobacco - C2M	1	0	0	0	0	0
Total	8	0	1	9	4	2

Brookings County Involuntary Mental Commitments

	2019	2020	2021	2022	2023	2024	2025
TOTAL COMMITTED PETITIONS	72	76	58	35	31	31	42
TOTAL INDIVIDUALS COMMITTED MORE THAN ONCE	11	12	8	1	7	4	4
TOTAL NON COMMITTED PETITIONS	9	27	25	38	26	29	29



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

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

January 20, 2026

Keith Needham
N6 Cattle Company, LLC
48754 209th Street
Elkton, SD 57026-6720

RE: N6 Cattle Company, LLC Manure Management System
State General Permit Application and Plans and Specifications Review

Dear Mr. Needham:

The Department of Agriculture and Natural Resources (DANR) received an electronic copy of your application for state permit coverage under the 2017 *General Water Pollution Control Permit for Concentrated Animal Feeding Operations* (general permit), **permit application number SDG-100159**, for your existing swine feeding operation. Included with your application were documentation for a previously constructed hallway with a loadout/generator structure, and plans and specifications for a proposed GDU barn. Your existing manure management systems are located at two sites in Section 3, Township 110 North, Range 47 West in Brookings County, South Dakota.

Your existing swine feeding operation, currently permitted under the 2003 general permit as Buffalo Ridge Ranch, is for housed lots feeding a maximum of 4,141 swine weighing 55 pounds or more.

Your application for state permit coverage under the 2017 general permit modifies your existing swine feeding operation. Your modified swine feeding operation will be for existing and proposed housed lots for a maximum of 3,419 swine weighing 55 pounds or more located at the two existing sites in Section 3, Township 110 North, Range 47 West in Brookings County, South Dakota. The two sites are:

- **Site 1**, located in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 3, will house a maximum of 1,723 swine weighing 55 pounds or more in existing barns. The existing manure management system consists of six barns with shallow concrete pull-plug pits, one barn with a concrete deep pit, piping, diversion dikes or channels, a holding pond, and no acres of drainage area. The existing concrete deep pit was designed with at least 365 days of liquid storage capacity. The existing holding pond meets the requirements of the general permit and is designed with at least 365 days of liquid storage capacity.

- **Site 2** located in the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 3, will house 1,696 swine weighing 55 pounds or more. The manure management system will consist of two existing barns housing 1,096 swine with concrete deep pits beneath the barns, a proposed GDU barn to house 600 swine with concrete deep pits beneath the barn, and no acres of drainage area. A hallway with a loadout/generator structure was previously constructed between the two existing barns. The two existing barns with concrete deep pits meet the requirements of the general permit and are designed with at least 365 days of liquid storage capacity. The proposed GDU barn's concrete deep pits will be divided into a large 8-foot-deep pit and a small 4-foot-deep pit. The 8-foot-deep pit is designed to have at least 365 days of liquid storage capacity for the swine housed above this pit. The 4-foot-deep pit is designed to have at least 270 days of liquid storage capacity for the swine housed above this pit.

State Permit Application

Your permit application includes a new Certification of Applicant Form, a new Notice of Intent Form, documents identifying the officers, shareholders, and those with signatory authority for the corporation, a new Operation and Maintenance Guideline, an evaluation of the holding pond using the Soil, Plant, Air, and Water (SPA) model with 100 years of climatic data showing the holding pond is designed to not discharge, an updated nutrient management plan (NMP).

We have reviewed and hereby conditionally approve your permit application, the as-built documentation for the previously constructed hallway with loadout structure between the two existing barns at Site 2, and the plans and specifications for your proposed GDU barn at Site 2. Requirements you must implement are listed on the attached pages. This approval expires on January 20, 2028, unless construction of the proposed GDU barn at Site 2 has been started by that date. Once construction has commenced, you will have three years to complete construction and submit a Notice of Completion. If construction is not completed within the three-year timeframe this approval will expire.

An electronic copy of the approved application, including the plans and specifications for the proposed barn, will be made available to you for your use. If you are unable to access the files, please contact the department.

If any deviations are required from the approved plans, those changes must be approved by the department prior to construction. A complete set of as-built plans will be required if any major deviations result.

Upon receipt of a Notice of Completion for the previously constructed hallway with loadout structure between the two existing barns at Site 2, the department will issue 2017 state permit coverage and an amended Certificate of Compliance for the existing operation.

Upon completion of construction of the proposed deep pit barn at Site 2, a Notice of Completion must be returned to the department. **You cannot populate the proposed GDU barn at Site 2 or use the proposed barn's deep pits to store manure until amended coverage for the structure is granted under the 2017 state general permit.** The department will issue an amended

Keith Needham
N6 Cattle Company, LLC
January 20, 2026
Page 3 of 9

Certificate of Compliance and grant updated coverage under the 2017 state general permit after the Notice of Completion has been received and a satisfactory construction inspection has been conducted.

If you plan to increase your maximum number of animals or make any modifications to your manure management system, you must obtain department approval prior to increasing your animal numbers or beginning any new construction. If you plan to make any modifications to your nutrient management plan that include a change in manure application method, the addition of land application fields, or a change in crop rotation, you must obtain department approval prior to making the change.

Continued compliance is dependent upon you performing proper operation and maintenance activities. You will be liable for any noncompliance with applicable South Dakota environmental laws or regulations.

Our review covers works of sanitary significance and does not cover items such as quality of material, structural soundness, or electrical and mechanical design features. Approval of the plans and specifications does not in any way release the applicant from the responsibility that the project will be an operable facility when construction is completed.

If you have any questions regarding the content of this letter, please feel free to contact Keith Miller, Livestock Services Program, at (605) 882-5051. Thank you for your cooperation.

Sincerely,



Neal J. Konda, PE, Natural Resources Engineer
Livestock Services Program
Phone: (605) 773-4647

cc: James Housiaux, PE, Stockwell Engineers, Inc.
Brookings County Commissioners
Dustin Hauschild, Lincoln County Environmental Office, P.O. Box 66, Ivanhoe, MN
56142

Enclosures: Construction Schedule Postcard
Notice of Completion Form

REQUIREMENTS

The following requirements must be implemented. Failure to implement these requirements will invalidate this approval.

Plans & Specifications

The plans and specifications review is to determine whether seepage, storage, and other design requirements will be met.

1. Drain Tile Around Existing Deep Pit Barns

Previously approved plans for this facility indicate drain tile was installed adjacent to the exterior of the existing deep pit barns at Site 1 and Site 2 with previously submitted site plans showing the locations of the drain tile and tile outlets. The department's previous conditional approvals have required inspection of the drain tile outlets and included sampling and reporting requirements if a discharge was occurring.

The signed Operation and Maintenance Guideline included as part of your application includes requirements for inspecting the existing drain tile systems and documenting the inspections. If any discharge is found occurring from a drain tile outlet, the discharge must be sampled at least quarterly for Biochemical Oxygen Demand (BOD), fecal coliform, ammonia, pH, temperature, chlorides, sulfates, and total dissolved solids. The results of any samples must be submitted to the department. If wastewater is detected in any drain tile discharge, the department must be notified, and corrective action will be required for the particular building.

State General Permit

You will be required to operate your feeding operation and manure management system in accordance with the requirements in the general permit.

1. Environmental Training

You, Keith Needham, and Julie Needham attended an approved environmental training program held on June 27, 2018. Copies of your training certificate were included with your permit application. If the person or persons who attended training no longer work at the operation or ceases to serve as the operation's on-site representative, a new on-site representative shall attend an approved environmental training program within one year.

Currently, the department has approved the environmental training program developed by the SDSU Agriculture and Biosystems Engineering Department's Cooperative Extension Service. The next training session is scheduled for **Wednesday, December 3, 2025**, in Huron. Announcements for this and future training dates and locations may be found on our website at <https://danr.sd.gov/Agriculture/Livestock/FeedlotPermit/FormsPermits/CAFOTraining.aspx>. The training is a day in length and runs from 8:30 a.m. to 4:30 p.m. **Pre-registration for this class is required and must be completed online.**

REQUIREMENTS CONTINUED

2. Shallow Aquifer Monitoring

Based on the system design, soil boring logs, and other published reports and information, the Site 1 existing system and the Site 2 existing barns and proposed barn do not appear to overlie a shallow aquifer and should not impact groundwater. Therefore, a Groundwater Discharge Permit and shallow aquifer monitoring was not previously required and is not required for the proposed barn at Site 2. Should the design or operation of the facility change appreciably, new hydrogeological information becomes available, or any contamination problems be reported, the department reserves the right to reassess the need for possible remediation, monitoring of shallow aquifers, or a Groundwater Discharge Permit. For additional information concerning shallow aquifer monitoring, please contact the department at (605) 773-4647.

3. Disposal of Animal Mortalities

Section 1.4.3.3.y on page 23 of the general permit indicates animal mortalities shall be handled to prevent the discharge of manure and process wastewater to surface waters of the state. Proper disposal of animal mortalities, including composting, is regulated by the South Dakota Animal Industry Board. The Animal Industry Board's animal mortality disposal protocols and regulations must be followed for the disposal of animal mortalities from your facility. For information on their requirements, please contact the Animal Industry Board at (605) 773-3321. If you plan to compost animal mortalities at your operation using manure or process wastewater in the composting process, approval of plans and specifications and coverage under the general permit for the composting structure are required.

4. Notification

Construction Schedule – You or your engineer must notify the department of the proposed construction schedule for your project to allow our personnel the opportunity for construction inspections. Please fill out the enclosed postcard and return it to us prior to beginning construction of the proposed deep pit barn at Site 2. If any of the dates change from the ones submitted on the postcard, please notify Keith Miller at (605) 882-5051.

Other Government – You are responsible for contacting your local planning and zoning office to determine if there are any local ordinances or requirements with which you need to comply. If a stream, lake, or wetland will be dredged or filled during the construction of the feeding operation, you need to contact the United States Army Corps of Engineers' South Dakota Regulatory Office at (605) 224-8531 and Aaron Ward with DANR's Water Quality Program at (605) 773-3351 prior to beginning construction of the manure management system.

Notice of Completion – The Notice of Completion form must be completed by your engineer and returned to the department when construction of the proposed deep pit barn at Site 2 is complete. **You cannot populate the proposed barn at Site 2 or use this barn's deep pits to store manure until amended coverage for the structure is granted under the 2017 state general permit.** The department will issue an amended Certificate of Compliance and grant

REQUIREMENTS CONTINUED

updated coverage under the 2017 state general permit after the Notice of Completion has been received and a satisfactory construction inspection has been conducted.

5. Initial Nutrient Management Plan (NMP)

The initial NMP submitted as part of your permit application includes fields located in South Dakota and Minnesota which may be used for the application of manure from your facility located in South Dakota. The fields are listed in the following tables. The submitted NMP, prepared to comply with the requirements in the 2017 general permit, shows there are an adequate number of acres available in approvable fields for the application of manure from your operation to meet 2017 general permit requirements. Following are requirements pertaining to your NMP:

A. Missing Soil Tests – South Dakota Fields

Field #s 3, 4, 5, and 6 in your submitted NMP are missing soil phosphorus test information. The general permit requires submittal of the results of a representative 0 to 6 inch soil phosphorus test from each field included in the nutrient management plan no older than two (2) years from when the permit application was submitted. **A soil phosphorus test result meeting general permit requirements must be submitted for these fields before the department can approve the field for inclusion in your NMP.** You cannot apply manure to any fields not in your approved NMP.

B. Manure Application Agreements Required – South Dakota Fields

Manure application agreements were not submitted for Fields #s 3, 4, 5, and 6. For any fields included in the submitted NMP not owned by the permit applicant, in this case N6 Cattle Company, LLC, the general permit requires submittal of a written manure application agreement between the permit applicant and the legal landowner. **Manure application agreements must be submitted to the department for our review and approval before these fields can be included in your approved NMP.** You cannot apply manure to any fields not in your approved NMP.

C. Approved Land Application Fields – South Dakota

The fields listed in Table 1 below are approved for the land application of manure or process wastewater in South Dakota. Before manure or wastewater can be applied to these fields, you must obtain a current soil test and use the table on page 34 of the 2017 general permit to determine whether the field fits into a nitrogen need, one-year phosphorus crop removal, five-year phosphorus crop removal, or no application category based on the current phosphorus level of the field and the predicted annual erosion. Please refer to the table on page 34 and the annual nutrient management requirements beginning on page 35 of the 2017 general permit prior to the land application of manure to determine the proper procedure for calculating the appropriate application rate for each specific field.

REQUIREMENTS CONTINUED.

Table 1: N6 Cattle Company, LLC – Approved Land Application Fields – South Dakota

CPA-63 Line # & Field #	County	Legal Description	Available Acres	Soil Sampling Requirements	
				0-2 feet	Additional
1	Brookings	S ½ of SE ¼, Section 4, T110N, R47W	65.8	Yes	No
2	Brookings	W ½ of SE ¼, N ½ of SW ¼ & W ½ of NW ¼, Section 3, T110N, R47W	129.0	Yes	No
Total Available Acres			194.8		

Please note in your initial NMP the estimated time it will take to build your listed fields up to 50 ppm (Olsen test) or 75 ppm (Bray-1 test) of phosphorus. You may need additional land in order to apply to your fields based on phosphorus removal at that time.

D. Time of Application and Application Method – South Dakota Fields

Your submitted NMP indicates that manure and wastewater may be applied in the spring, summer, and fall, and that the methods of manure application may include injection and sprinkling with and without incorporation. If manure or process wastewater is applied to fields in South Dakota other than cropped fields, grass, alfalfa, pasture land, or no-till cropland, liquid manure and process wastewater must be incorporated within 24 hours and solid or semi-solid manure must be incorporated within 5 days.

E. Annual Soil Testing – South Dakota Fields

Annual soil samples from 0 to 2 feet are required on all manure land application fields prior to manure application. Please refer to section 1.4.4.3., beginning on page 35 of the 2017 general permit for the annual nutrient management requirements.

F. Land Application to Saturated, Snow-Covered, or Frozen Soil – South Dakota Fields

Your submitted NMP did not identify any potential winter manure application fields. Item A.2.p. of your submitted Operation & Maintenance Guidelines indicates that you do not plan for application to saturated, snow-covered, or frozen ground and accept that doing so would be a violation of the general permit, even in the event of an emergency.

G. Additional Land Application Fields Located in Minnesota

Your permit application indicates the fields listed in Table 2 below are located in Minnesota and may be used for the application of manure from your facility. You need to contact the Lincoln County Environmental Office in Ivanhoe and the Minnesota Pollution Control Agency (MPCA) for information on their requirements pertaining to the land application of manure on fields in Minnesota.

For the fields located in Minnesota, you are required to annually provide each landowner with the manure or process wastewater sample results for total nitrogen, inorganic nitrogen, and total phosphorus. You must maintain records documenting the manure and litter

REQUIREMENTS CONTINUED

transferred including the date of transfer, nutrient content, and the quantity transferred. These records will be reviewed during your operation and maintenance inspections.

Table 2: Land Application Fields Located in Minnesota

CPA-63 Line # and Field #	County	Legal Description	Acres
7	Lincoln	E ½ of E ½, Section 1, T110N, R47W	203.0
8	Lincoln	W ½ & SE ¼, Section 6, T110N, R46W	332.7
9	Lincoln	NW ¼, Section 7, T110N, R46W	145.9
10	Lincoln	NE ¼, Section 12, T110N, R47W	110.0
11	Lincoln	SE ¼, Section 12, T110N, R47W	120.8

H. Modification to Crop Rotation

Your initial NMP identifies a specific crop rotation for each field and includes a list of alternative crops that may be substituted into the rotation. If for any reason an alternative crop that is not included in the list of alternative crops is planned to be grown, that change would be considered a major modification and would require a revised alternative crop list to be submitted to the department for review and approval.

I. Certified Soil and Manure Testing Laboratories

As part of your annual nutrient management planning requirements, soil and manure tests must be analyzed by certified soil testing and manure testing labs. The laboratory analyzing the soil samples must be accredited by the **North American Proficiency Testing Programs' Proficiency Assessment Program** and the labs that are currently accredited are listed on the following website: <http://www.naptprogram.org/pap>. The laboratory analyzing the manure or process wastewater must be certified by the **Manure Testing Laboratory Certification Program** and the manure testing labs that are currently certified are listed on the following website: <http://www2.mda.state.mn.us/webapp/lis/manurelabs.jsp>.

J. Field Addition Requirements – South Dakota Fields

To add fields to your approved NMP, you must submit the required information for each additional field to the department for our review and approval. Information on adding fields to your approved NMP may be obtained from your local Natural Resources Conservation Service (NRCS) office. You may also contact us for assistance at (605) 773-4647, or visit our website at <https://danr.sd.gov/Agriculture/Livestock/FeedlotPermit/NutrientManagement/FieldAddition.aspx> for instructions on adding fields to your NMP. **You cannot apply manure to any fields not included in your approved NMP.**

REQUIREMENTS CONTINUED

K. Field Addition Requirements – Minnesota Fields

To add other fields located in Minnesota to your approved NMP, you must submit a list indicating the out of state landowners who will be sold or given manure for its fertilizer value, the county and number of acres where manure will be applied, and the estimated amount of manure or process wastewater that will be given to each landowner.

L. Mobile Land Application Systems

If a mobile land application system using temporary piping will be used for the land application of liquid manure or process wastewater, the equipment must be equipped with an on-board radio controller and flow meter that can be overseen by the applicator. See Section 1.4.4.1.m. on page 30 of the 2017 general permit for more information on this requirement.

6. Setback Distance and Water Wells

The manure management system and the application sites must be located at least 100 feet from a private well owned by you if the top of the aquifer is 100 feet or more below the land surface, 150 feet from a private well owned by you if the top of the aquifer is less than 100 feet below the land surface, 250 feet from a private well not owned by you and 1,000 feet from any public supply well or other public drinking water source. These setback distances cannot be included as part of the land application acreage.

7. Other Permit(s) That Will or May Be Required

Storm Water Permit – If construction will disturb more than one acre in total land area, you **must obtain a general storm water construction permit**. This permit must be obtained before you can start constructing your proposed manure management system. Information concerning this permit can be obtained by calling the Water Quality Program at 1-800-737-8676. **A copy of this plan must be kept on-site during construction for review by DANR inspectors.**

Emergency Power Generator – The department has observed that emergency power generators have been installed at similar sized operations. If an emergency power generator will be installed at your operation it may require that you obtain an air quality permit. Please contact the department's Air Quality Program at (605) 773-3151, to determine whether an air quality permit is required. If an air quality permit is required, you must have that permit prior to using the generator.

Permit to Occupy Right of Way – If manure application will involve placing hoses or other equipment in a state highway right of way (for example, in a road ditch or through a culvert), you must first obtain a Permit to Occupy Right of Way. Application for this permit may be made through the local South Dakota Department of Transportation area office. Contact your local SD DOT area office for more information on this permit. In addition, please contact your county highway superintendent to determine if your county has similar requirements.



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

JOE FOSS BUILDING
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PIERRE SD 57501-3182
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January 20, 2026

Wim Hammink
Hammink Dairy, LLC
19890 470th Avenue
Bruce, SD 57220-5208

RE: Hammink Dairy, LLC Manure Management System
Amended Certificate of Compliance

Dear Mr. Hammink:

As you are aware, the department issues a Certificate of Compliance for manure management systems that have had plans and specifications approved and are constructed as designed. We received a Notice of Completion for the anaerobic digester biogas facility's modified covered lagoon at the dairy's South Unit and are issuing you an amended Certificate of Compliance.

Your amended Certificate of Compliance is for a maximum of 4,430-head of mature dairy cattle and 800 dairy calves (3,600-head of mature dairy cattle at the South Unit and 830-head of mature dairy cattle and 800 dairy calves at the North Unit) with 3.21 acres of drainage area. The certificate shall remain in place until such time you change or expand your operation. Should you decide to change or expand your operation, you need to obtain approval of plans and specifications for any alterations or modifications to any of your manure management systems. The plans and specifications must be approved by this department prior to beginning construction. Failure to do so will invalidate this certificate.

You have also completed the requirements to obtain amended state permit coverage under the 2017 *General Water Pollution Control Permit for Concentrated Animal Feeding Operations* (the 2017 general permit), **permit number SDG-100065**, for the anaerobic digester biogas facility's modified covered lagoon at the South Unit. I am granting coverage under the permit for the constructed covered lagoon. A copy of your permit was previously provided to you. Please refer to you permit number in any future permit correspondence. You are required to operate in compliance with the terms and conditions of this permit.

Copies of your permit are in the General Permit Records Handbook the department previously provided to you. The handbook includes a section where you may place your amended Certificate of Compliance. The handbook was developed to assist you in meeting the requirements of the general permit. Using the handbook will help you manage the documents and paperwork that you

Hammink Dairy, LLC
January 20, 2026
Page 2 of 2

will need to complete and retain while operating your animal feeding operation. The handbook contains forms that you can use to comply with the permit's requirements and is organized to give you a place to put other required information like soil and manure testing lab report forms. You are required to keep all records for a minimum of five years. It is not mandatory that you use this handbook; however, it will assist you in organizing and maintaining the records that you are required to keep by the general permit.

You are responsible for following and complying with the requirements of the 2017 general permit. Some of these requirements include conducting and documenting the required weekly and daily inspections, correctly calculating and applying manure according to your approved nutrient management plan and general permit requirements and maintaining the required records.

We would like to thank you for your cooperation in ensuring protection of our natural resources. The department encourages you to remain in compliance by properly operating and maintaining your system.

Sincerely,



Troy M. Roth, PE, Administrator
Livestock Services Program
Phone: (605) 773-4647

cc: Brandon McLellan, Director of Project Management, POET Bioprocessing (email)
~~Brookings County Commissioners~~
Luke Muller, F.D.A.L.G., Watertown, SD (email)



Certificate of Compliance

By virtue of authority vested in me by law, I do hereby certify that

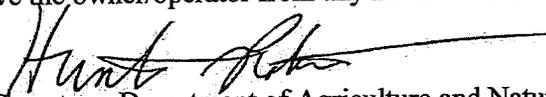
Hammink Dairy, LLC

has constructed an animal waste management system that includes the

Anaerobic Digester Biogas Facility's Covered Lagoon

in the State of South Dakota in accordance with plans and specifications approved by DANR for a facility consisting of 4,430-head of mature dairy cattle, 800 dairy calves, and 3.21 acres of drainage area and is in compliance with environmental laws in effect as of the date of this certificate and shall remain in compliance as long as this operation does not significantly change. Continued compliance is dependent upon proper operation and maintenance activities being performed by the owner/operator. This certificate does not relieve the owner/operator from any liabilities for noncompliance.

No. 26 N


Secretary, Department of Agriculture and Natural Resources
Dated this 20th day of January 2026



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

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

January 20, 2026

Wim Hammink
Hammink Dairy, LLC
19890 470th Avenue
Bruce, SD 57220-5208

RE: Hammink Dairy, LLC – Biogas RNG Facility
As-Built Plans and Specifications Review – Digester Covered Lagoon Modification

Dear Mr. Hammink:

The Department of Agriculture and Natural Resources (DANR) received an electronic copy of as-built plans and additional documentation for the biogas facility's modified covered digester lagoon. The biogas facility is located at, will use manure from, and be covered under Hammink Dairy, LLC's state permit coverage under the 2017 *General Water Pollution Control Permit for Concentrated Animal Feeding Operations* (general permit), **permit number SDG-100065**. The biogas facility is located at your South Unit in the Southwest $\frac{1}{4}$ of Section 22, Township 112 North, Range 50 West in Brookings County, South Dakota. Your North Unit is located in the Southeast $\frac{1}{4}$ of Section 15, Township 112 North, Range 50 West in Brookings County, South Dakota.

DANR conditionally approved plans and specifications for the biogas facility on July 13, 2023, February 9, 2024, October 2, 2024, November 12, 2024, and December 12, 2024. On August 18, 2025, DANR conditionally approved plans and specifications for proposed modifications to the biogas facility's previously constructed digester lagoon to address a leakage issue and bring the digester lagoon into compliance with general permit requirements. Please refer to these letters and the department's other previous letters for descriptions of the previously approved and permitted manure management system for your dairy feeding operation.

Additional documentation submitted included the Quality Assurance/Quality Control (QA/QC) documentation for installation of an HDPE liner in the digester lagoon and an LLDPE cover over the digester lagoon.

As-built changes to the previously approved plans and specifications consisted of:

- Addressed a condition in the August 18, 2025, conditional approval regarding the anchoring of the 8-inch and 6-inch sludge removal pipes by showing the use of precast concrete pipe anchors with sacrificial double layers of HDPE liner placed under the anchors.
- The department included earthen liner testing requirements in the August 18, 2025, conditional approval letter. Because of the specific testing requirements listed in the approval were not followed, a compacted earthen liner shown to meet general permit requirements cannot be approved. The submitted as-built plans and specifications and additional documentation

indicate the installed HDPE liner does meet general permit requirements and is being accepted. For the purposes of permitting, only the HDPE liner is being recognized as meeting permit requirements.

- The cover letter submitted with the as-built plans and Notice of Completion states proposed mixers were not installed in the covered lagoon and that installation of these mixers may be done at a later date, at which time updated seam test results (of the LLDPE cover) would be provided with an updated Notice of Completion.

We have reviewed and hereby conditionally approve the submitted as-built plans and specifications for the anaerobic digester biogas facility's covered digester lagoon. We also accept the results of the QA/QC documentation for the installation of the lagoon's HDPE liner and LLDPE cover as meeting general permit requirements. Permit coverage and an amended Certificate of Compliance for the completed covered digester lagoon will be issued in a separate letter.

The requirements in the department's previous conditional approval letters are incorporated into this letter.

An electronic copy of the approved application will be made available to you for your use. If you are unable to access the files, please contact the department. An electronic copy of the as-built plans and other submitted documentation are being kept for our files.

Continued compliance is dependent upon you performing proper operation and maintenance activities. You will be liable for any noncompliance with applicable South Dakota environmental laws or regulations.

Our review covers works of sanitary significance and does not cover items such as quality of material, structural soundness, or electrical and mechanical design features. The Livestock Services Program does not review electrical, gas, boiler, control systems, or other items not related to the transport, treatment, and containment of manure or process wastewater. These items are not covered under our approval. Approval of the plans and specifications does not in any way release the applicant from the responsibility that the project will be an operable facility when construction is completed.

If you have any questions regarding the content of this letter, please feel free to contact Keith Miller, Livestock Services Program, at (605) 882-5051. Thank you for your cooperation.

Sincerely,



Neal J. Konda, PE, Natural Resources Engineer
Livestock Services Program
Phone: (605) 773-4647

cc: Brandon McLellan, Director of Project Management, POET Bioprocessing (email)
Nathan Westhoff, PE, POET Design & Construction (email)
~~Brookings County Commissioners~~
Luke Muller, FDALG, Watertown, SD (email)



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

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PIERRE SD 57501-3182
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January 21, 2026

Keith Needham
N6 Cattle Company, LLC
48754 209th Street
Elkton, SD 57026-6720

RE: N6 Cattle Company, LLC Manure Management System
2017 General Permit Coverage and Amended Certificate of Compliance

Dear Mr. Needham:

The Department of Agriculture and Natural Resources (DANR) approved your permit application for state permit coverage of your existing animal feeding operation under the 2017 *General Water Pollution Control Permit for Concentrated Animal Feeding Operations* (general permit) on January 20, 2026. As you are aware, the department issues a Certificate of Compliance for manure management systems that have had plans and specifications approved and are constructed as designed. We have received a Notice of Completion for the previously constructed hallway with a loadout/generator structure between the two existing barns at Site 2 and are issuing you an amended Certificate of Compliance, for your existing manure management systems, in the name of N6 Cattle Company, LLC.

Your amended Certificate of Compliance is for an existing swine feeding operation confining a maximum of 2,819 swine weighing 55 pounds or more and no acres of drainage area. The certificate shall remain in place until such time you change or expand your operation. Should you decide to change or expand your operation, you need to obtain approval of plans and specifications for any alterations or modifications to any of your manure management systems. The plans and specifications must be approved by this department prior to beginning construction. Failure to do so will invalidate this certificate.

You have also completed the requirements to obtain state permit coverage under the 2017 general permit (**permit number SDG-100159**). I am granting coverage for your existing manure management system under this permit. A copy of your permit will be sent to you in a separate mailing. Please refer to this permit number in any future permit correspondence. You are required to operate in compliance with the terms and conditions of this permit.

You are now responsible for complying with the requirements of the 2017 general permit. The 2017 general permit includes updated requirements for the land application of manure and

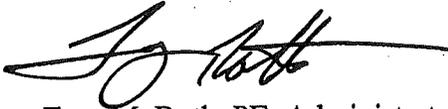
Keith Needham
N6 Cattle Company, LLC
January 21, 2026
Page 2 of 2

wastewater generated at your animal feeding operation. Please review the nutrient management and manure application requirements in Section 1.4.4, beginning on page 29 of the 2017 general permit, prior to land applying manure or process wastewater.

Copies of your new permit and your amended Certificate of Compliance will be in the new General Permit Records Handbook which the department will send to you separately. This handbook was developed to assist you in meeting the requirements of the general permit. Using this book will help you manage the documents and paperwork that you will need to complete and retain while operating your animal feeding operation. The book contains forms that you can use to comply with the permit's requirements and is organized to give you a place to put other required information like soil and manure testing lab report forms. You are required to keep all records for a minimum of five years. It is not mandatory that you use this handbook; however, it will assist you in organizing and maintaining the records that you are required to keep by the general permit.

We would like to thank you for your cooperation in ensuring protection of our natural resources. The department encourages you to remain in compliance by properly operating and maintaining your system.

Sincerely,



Troy M. Roth, PE, Administrator
Livestock Services Program
Phone: (605) 773-4647

cc: James Housiaux, PE, Stockwell Engineers, Inc. (email)
Brookings County Commissioners
Dustin Hauschild, Lincoln County Environmental Office, P.O. Box 66, Ivanhoe, MN
56142



Certificate of Compliance

By virtue of authority vested in me by law, I do hereby certify that

N6 Cattle Company, LLC

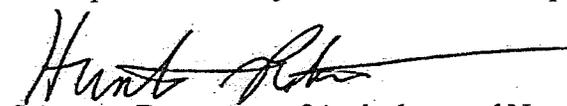
has constructed an

Animal Waste Management System

in the State of South Dakota in accordance with plans and specifications approved by DANR for a facility consisting of 2,819 swine weighing 55 pounds or more and no acres of drainage area and is in compliance with environmental laws in effect as of the date of this certificate and shall remain in compliance as long as this operation does not significantly change. Continued compliance is dependent upon proper operation and maintenance activities being performed by the owner/operator.

This certificate does not relieve the owner/operator from any liabilities for noncompliance.

No. 107 F


Secretary, Department of Agriculture and Natural Resources
Dated this 21st day of January 2026