

I am Steve Myers

My objections or proposed findings.

Under 'Findings of Fact' in the letter dated April 21, 2025

6. You write: The Board of Trustees also met in a special meeting on November 17, 2021, held primarily for the purpose of acquiring the \$200,000 loan from Black Hills Federal Credit Union. No formal vote was taken at this meeting. The meeting minutes report discussion of the loan and that next steps regarding the loan would be pursued by the Board of Trustees.'

When in Fact, The minutes from that date state:

"The meeting was called primarily for the purpose of determining where we are and what to expect down the road as things still up in the air as far as RD funding as they will not be releasing funds until the project is completed which is putting a financial crunch on the project ongoing at this point."

Please note that this meeting was held at 3pm and it was not open to the public, as per SDCL 1-25-1.

17. You write: 'SDCL 34A-5-25 requires a board of trustees to "establish an office within the sanitary district and shall maintain a full, complete, accurate, and itemized account of all its proceedings, ordinances, orders, resolutions, and regulations.'

When in **Fact**, there is **NO GVSD** office.

Under 'Conclusions of Law' in the letter dated April 21, 2025

3. You write: 'However, the statutes specific to sanitary districts only require "a concurrence of the majority" for a board of sanitary district trustees to take formal action. SDCL 34A-5-24. What constitutes proof of a concurrence is not defined in state law.'

When in **Fact**: SDCL 34A-5-24 says: "A concurrence of the majority is necessary to any action of the board."

It does not say "for a board of sanitary district trustees"

Google search of Concurrence or the Majority finds:

"In a legal context, "concurrence of the majority" refers to a situation where the majority of the judges or justices in a court agree with the outcome of a case, but may do so for different reasons than those stated in the majority opinion. This means the court has

reached a decision that is supported by more than half of the judges, but some judges may have different or additional justifications for their vote.”

The definition of Concurrence of the Majority is: “When the majority of the judges concur with the result, it means that they all agree with final decision of the case.”

4. You write: ‘There is no provision found in SDCL ch. 1-25, or SDCL ch. 34A-5, that requires formal action of a sanitary district must be proceeded by a motion, second, and vote of a board of trustees.’

Fact: There is no law that says there is a requirement for any government body to make a motion, second and vote.

Google search shows:

In South Dakota, while there isn't a single law explicitly mandating a motion, second, and vote for all parliamentary proceedings, the principles of Robert's Rules of Order, which are widely used in such contexts, dictate that a motion needs to be made, seconded, and then voted upon. The South Dakota Legislature's Joint Rules also reflect this, stating that no motion can be entertained and debated until it is seconded.

5. You write: ‘Sanitary Districts are also not required to keep and post minutes of their meetings.’

SDCL1-27-1.16 and **SDCL1-27-1.17** tell me differently and in **SDCL34A-5-25** it states “Itemized account of all its proceedings.” I believe that “proceedings” are the same as minutes.

6. You write: “The Commission concludes that the Green Valley Sanitary District Board of Trustees did not violate the state open meetings law by taking formal action outside an official meeting.”

I believe that SDCL 1-25 tells a different story.

I asked Google the question: **Is chapter 34A-5 under SDCL 1-25 rules?**

The answer:

Yes, Chapter 34A-5 of the South Dakota Codified Laws (SDCL) is subject to the rules outlined in SDCL 1-25. SDCL 1-25 generally governs public meetings and transparency for governmental bodies in South Dakota. Chapter 34A-5, which deals with sanitary districts, likely involves meetings and decisions made by boards of trustees or other governing bodies of those districts. SDCL 1-25 ensures that these meetings are conducted in a transparent manner, accessible to the public, and adhere to certain procedural requirements.

The **GVSD By-laws**, signed by President Jason Reitz on April 16, 2021, approximately 8 1/2 months before signing of the loan, states:

” No loans shall be contracted on behalf of the District, and no evidences of indebtedness shall be issued in its name, unless authorized by a resolution of the Board of Trustees.”

In conclusion:

Your interpretation of SDCL 34A-5 gives all South Dakota Sanitary Districts unchecked power. SDCL 1-25 is simply interpreted.

The Robert’s Rules of Order, the GVSD by-laws and the **fact** that sanitary Districts, defined by SDCL 34A-5, are subject to the rules outlined in **SDCL 1-25** that ensures that these meetings are conducted in a transparent manner, accessible to the public, and adhere to certain procedural requirements, all show that the GVSD board acted outside an official meeting of the Board of Trustees and a violation did occur.

Steve Myers

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4-23-2025

GREEN VALLEY SANITARY DISTRICT
SANITARY SEWAR COLLECTION SYSTEM PROJECT
SPECIAL TEAMS MEETING MINUTES-November 17, 2021 - 3:00 PM

A special Teams meeting was held November 17, 2021 with the following present: Jason Reitz Pres., Lucky Lee, Treas., Loretta Jangula, Sec, Ron Bengs, and Zachary Grapentine, Engrs.

The meeting was called primarily for the purpose of determining where we are and what to expect down the road as things still up in the air as far as RD funding as they will not be releasing funds until the project is completed which is putting a financial crunch on the project ongoing at this point.

It is frustrating at this point after the ton of time and effort that went into forcing the hands to obtain the Letter of Opinion from the attorney, and now it is not required of RD! The issue of the service lines has now put us back to square one again! So now we are sitting with 0 funding as per RD withholding funds until the project is completed and additionally want the Interim Financing in place at this time before they will approve for funding. Hopefully Dennis will help us get worked through this fiasco. As it stands now, RD needs the PER and will then review for approval and issue a Letter of Condition and upon our furnishing Interim Financing commitment, the project can proceed. With the current survey data, Ron can now come up with an actual cost for the service lines from the main trunk to the residences to finalize the PER and submit.

Ron has concerns as to whether or not RC will be requesting a tapping fee at such time as GVSD/RVSD hook into the RC line? It appears not as per Rusty, but Jason has emailed Rusty for confirmation as we do not want to have to come up with a huge unexpected tap fee and not have the funding to pay for it down the road. Rusty has considerable leverage with the City, so hopefully no additional tapping fees.

Jason visited with Denny in regards to RD possibly funding the service lines, based on HH incomes, etc., but many residents are reluctant to divulge incomes. Denny will visit with Katie and research any additional/possible resources that might be available for installation of the service lines.

Bill Lass will be contacted to see if the grant funding can be increased due to inflation and increased costs since the inception of this project.

Jason will also check to see if perhaps the County has any funding available, as they may have some extra money if they do not have any available road or bridge projects at this time. Another funding possibility is (J_K???) Foundation.

The engineers need to know how far to proceed at this point with finances being the critical issue. Do bare bones for now until we get the Interim Financing figured out.

Luck has visited with our Credit Union regarding short-term financing to pay current bills. They are willing to work with us and have obligated \$200,000 at this time for 6 months to pay our bills up through January and will visit further if more money is needed. Lucky is proceeding with the paperwork (Audits, PER, and funding docs) which they are requiring to set up the short-term financing.

Jason will coordinate a virtual or personal meeting ASAP with Denny.

The assessment process, resolutions, etc will begin after the first of the year. There being no further discussion, the meeting concluded at 4:20 PM

Respectfully Submitted,

Lorretta Jangula, Sec.
Green Valley Sanitation District

◆ AI Overview

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In a legal context, "concurrence of the majority" refers to a situation where the majority of the judges or justices in a court agree with the outcome of a case, but may do so for different reasons than those stated in the majority opinion. This means the court has reached a decision that is supported by more than half of the judges, but some judges may have different or additional justifications for their vote. [🔗](#)

Elaboration:

Majority Opinion:

A majority opinion is a legal opinion in which a majority of the judges on a court agree on the result of the case and the reasoning used to reach that result. [🔗](#)

Concurring Opinion:

A concurring opinion is a separate opinion written by a judge who agrees with the majority's decision but wants to add another reason or explanation for their vote, or to express additional thoughts on the case. [🔗](#)

Concurrence of the Majority:

When the majority of the judges concur with the result, it means that they all agree with the final decision of the case. [🔗](#)

Different Reasons for Concurrence:


Concurring opinion - Wikipedia

In some courts, such as the Supreme Court of the United States, the majority opinion may be broken down into...

 Wikipedia [⋮](#)

opinion | Wex | US Law | LII / Legal Information Institute

opinion * "Majority opinion" is a judicial opinion that is joined by more than half the judges deciding a case. * "Concurring op...

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Concurring in part | Wiki - FreedomGPT

Types of concurrence include: (1) Complete concurrence – when all justices agree on the outcome of a case. (2) Partial...

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