

## **OGLALA LAKOTA COUNTY UNAPPROVED MINUTES OF SEPTEMBER 7, 2022**

The Oglala Lakota Board of County Commissioners met in regular session on September 7, 2022. Present: Ramon Bear Runner (via phone), Art Hopkins, Eugenio White Hawk, Wendell Yellow Bull and Sue Ganje, Auditor. Anna Takes the Shield (DuBray) was absent.

The meeting was called to order at 1:25 p.m. by Chairman White Hawk and the pledge was given. The agenda was reviewed for conflicts; none were noted. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED.

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

Motion made by Yellow Bull, seconded by Hopkins, to approve the minutes of August 10, 2022.

Motion made by Yellow Bull, seconded by Bear Runner, to approve the July Auditor's Account with the Treasurer as follows:

### **AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER**

TO THE HONORABLE BOARD OF OGLALA LAKOTA COUNTY COMMISSIONERS:

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 31st day of July 2022.

<b>Total Amount of Deposit in First Interstate Bank, HS:</b>	\$1,479,874.59
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<b>Total Amount of Cash:</b>	\$ 916.10
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<b>Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:</b>	\$ 766.96
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### **FIRST INTERSTATE SAVINGS**

First Interstate, HS:	\$1,549,527.75
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### **CERTIFICATES OF DEPOSIT:**

First Interstate, HS:	\$ 202,257.05
Black Hills Federal Credit Union, HS:	\$ 50,000.00
First National Bank of Lead Checking	\$ 1,000.00
First Nation Bank of Lead ICS Acct	\$2,551,063.12

**Itemized list of all items, checks and drafts that have  
been in the Treasurer's possession over three days:**

Sheriff Change Fund:	\$	200.00
Election Petty Cash:	\$	15.00

**RETURNED CHECKS:**

Deaton, Tyler	\$	110.10
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<b>TOTAL</b>		<b>\$5,835,730.67</b>
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Dated This 31st Day of July 2022.

/s/Sue Ganje, County Auditor of Oglala Lakota County

/s/Teresa Pullen, County Treasurer of Oglala Lakota County

County Monies	\$	5,775,344.77
Held for other Entities	\$	14,893.56
Held in Trust	\$	45,492.34
<b>TOTAL</b>	<b>\$</b>	<b>5,835,730.67</b>

The Above Balance Reflects County Monies, Monies Held in Trust, and Monies  
Collected for and to be remitted to Other ENTITIES: SCHOOLS, TOWNS, AND STATE.

Bear Runner exited the meeting via phone at 1:45 p.m.

Motion made by Yellow Bull, seconded by Hopkins, to approve the following resolution:

**UGLALA LAKOTA COUNTY RESOLUTION #2022-06 REVISED**

WHEREAS, SDCL 12-14-17 allows for the establishment of vote centers in each County;  
and NOW THEREFORE, BE IT RESOLVED, that the Oglala Lakota County 2022 vote centers be  
established as follows:

**COUNTY COMMISSIONER DISTRICT 1**

VOTE CENTER #8, PORCUPINE – Christ The King Parish, Bill Pauly Hall, 490  
Lourdes Ln, Porcupine, SD

## **COUNTY COMMISSIONER DISTRICT 2**

VOTE CENTER #5, OGLALA - Brother Renee Hall, 29126 US Hwy 18, Oglala, SD

VOTE CENTER #4, MANDERSON - St. Agnes Church Hall, 1886 BIA 33, Manderson, SD

## **COUNTY COMMISSIONER DISTRICT 3**

VOTE CENTER #2, CUNY TABLE - Red Shirt School, 38 Tatanka Numpa Rd, Red Shirt, SD

VOTE CENTER #3, KYLE - Little Wound School, 438 Main St, Kyle, SD

VOTE CENTER #9, ROCKYFORD - Wakan Tipspa #12 Community Building, 112 Steele Place, Porcupine, SD

## **COUNTY COMMISSIONER DISTRICT 4**

VOTE CENTER #7, PINE RIDGE 3 – Prue Ecoffey Gymnasium, 155 Thorpe Lp., Pine Ridge, SD

## **COUNTY COMMISSIONER DISTRICT 5**

VOTE CENTER #6, PINE RIDGE 1 – Prue Ecoffey Gymnasium, 155 Thorpe Lp., Pine Ridge, SD

VOTE CENTER #1, BATESLAND - Oglala Lakota County School, Bill Conquering Bear Gymnasium, 409 3<sup>rd</sup> St, Batesland, SD

Dated this 7<sup>th</sup> day of September, 2022

/s/Eugenio White Hawk, Chairman

Oglala Lakota County Board of Commissioners

ATTEST:

/s/Sue Ganje, Oglala Lakota County Auditor

Motion made by Yellow Bull, seconded by Hopkins to approve the following resolution:

### **OGDLALA LAKOTA COUNTY RESOLUTION #2022-11**

WHEREAS, Oglala Lakota County follows rates set by the State of South Dakota for mileage, meals and lodging; and

WHEREAS, new rates have been set as follows:

**Mileage:** \$0.51 per mile; \$0.28 per mile if a fleet vehicle is available but the employee opts to use a private vehicle;

**In-state meal rates of:**

\$6.00 if the employee leaves before 5:31 AM and returns after 7:59 AM;  
\$14.00 if the employee leaves before 11:31 AM and returns after 12:59PM;  
\$20.00 if the employee leaves before 5:31 PM and returns after 7:59 PM;  
\$40.00 Total

**Out-of-state meal rates of:**

\$10.00 if the employee leaves before 5:31 AM and returns after 7:59 AM;  
\$18.00 if the employee leaves before 11:31 AM and returns after 12:59 PM;  
\$28.00 if the employee leaves before 5:31 PM and returns after 7:59 PM;  
\$56.00 Total

**Lodging In-state:**

Up to \$150.00 plus tax a day from check-in

**Lodging Out-of-state:**

\$175.00 plus tax a day from check-in

NOW THEREFORE BE IT RESOLVED that the above rates are effective September 12, 2022.

Passed and approved this 7<sup>th</sup> day of September, 2022

/s/Eugenio White Hawk, Chairman  
Oglala Lakota County Commissioners

ATTEST:

/s/Sue Ganje  
Oglala Lakota County Auditor

Motion made by Hopkins, seconded by Yellow Bull, to approve the Sharp EL-1750V Calculator, Auditor's Office, in the amount of \$51.29 and Sharp EL 1197PIII Heavy Duty Color Printing Calculator, Auditor's Office, in the amount of \$77.86, for a total of \$129.15.

Motion made by Yellow Bull, seconded by Hopkins, to approve hiring Arrow Bettelyoun and Mark Donovan at \$15.00 per hour, Agnes Westover (translator) and someone to be determined at \$14.00 per hour for Early Vote Site.

Motion made by Yellow Bull, seconded by Hopkins, to approve travel for the commissioners to attend a Meth Summits Conference, November 10, 2022 at the Law Enforcement Training Center in Pierre.

Motion made by Yellow Bull, seconded by Hopkins, to table the travel until confirmation could be made about changing their commissioner meeting to allow for the 2022 General Election Canvass.

Motion made by Yellow Bull, seconded by Hopkins, to table the request of use of ARPA Funds for Wounded Knee Seven Generations waterline replacement project.



Lynx Bettelyoun, Highway Superintendent, met with the Board. Motion made by Yellow Bull, seconded by Hopkins, to approve the August 4 – September 2, 2022 sheriff fuel transfer to reimburse the highway for 258.3 gallons of fuel at \$4.398 per gallon, for a total of \$1,136.00.

Fuel quotes were presented as follows:

8/31/2022 Fuel Quotes	550-Gal Gasoline	2,000-Gal Diesel
Westco	\$3.949/gallon	\$4.469/gallon
Pine Ridge Oil	No Bid	No Bid
Discount Fuel	No Bid	No Bid
Nelson's	No Bid	No Bid

Motion made by Yellow Bull, seconded by Hopkins, to approve the low and only bid from Westco for 550 gallons of gasoline at \$3.949 per gallon, for a total of \$2,171.95 and 2,000 gallons of diesel, at \$4.469 per gallon, for a total of \$8,938.00.

Bear Runner joined the meeting at 2:14 p.m.

Bettelyoun updated the Board that they have bladed roads 27, 6, and 2, reshaped 6, put mile marker signs on 16A, 16, 2, and 4, mowed 17, 9, 4, 13, 15L, 24, 16A, and 16 and replaced the alternator on the water truck.

Motion made by Yellow Bull, seconded by Hopkins, to change the meeting for the 2022 General Election Canvass from November 10 to November 14, 2022, to allow for Travel to the Meth Summits Conference on November 10, 2022.

Motion made by Yellow Bull, seconded by Hopkins, to approve travel for Sheriff Joe Herman to attend South Dakota Sheriff's Association Fall Conference, October 10 through October 13, 2022, at Best Western Ramkota Hotel & Convention, in Aberdeen.

Motion made by Yellow Bull, seconded by Hopkins, to table the discussion on a possible trade-in for Dodge Charger until the next meeting, when Sheriff Herman could be in attendance.

Motion made by Yellow Bull, seconded by Hopkins, to table the discussion on essential pay until the next meeting.

Takes the Shield (DuBray) joined the meeting via phone at 3:09 p.m.

Yellow Bull rescinded the motion on essential pay.

Discussion was held on the possibility of giving additional essential pay to full time employees since they are still dealing with the public on a daily basis and what the amount would be. More discussion will be held at the next meeting.

Lance Russell, State's Attorney, reported to the Board about jurisdiction issues due to the Supreme Court ruling. There has always been issues with non-tribal members and Russell would like to continue to allow the Tribe to determine jurisdiction. Further discussion was held on the

possibility of the Tribal Council approving extradition, possible political statements, a possible memorandum of understanding and tribal sovereignty.

Takes the Shield (DuBray) exited the meeting via phone at 3:47 p.m.

Discussion was held on the Quaker Act, when it was repealed and religious entities. Russell stated he has not found anything in research about the Quaker Act dealing with the Tribe and religion but will continue to look.

Discussion was held on delinquent taxes, what would qualify if interest can be waved and how to proceed forward if a policy is made. The Board would like to have Russell's assistance and guidance with this.

Hopkins noted the Hunka ceremony being Lakota tradition, with the hope of maybe adding this to the funeral leave portion of the policy the County is working on and the possibility of a building that may be available for purchase in Kyle.

Discussion was held on the possibility of a deputy for the State's Attorney's office; Russell is looking for possible grant monies to pay for one.

Hopkins exited the meeting at 4:20 p.m.

No public comment was heard.

Motion made by Yellow Bull, seconded by Bear Runner, to approve bills as follows:

**GENERAL FUND**

ARREDONDO, JERLENE	TRAVEL REIMBURSEMENT	\$278.80
AT&T MOBILITY	WIRELESS PHONE SHERIFF	\$54.38
BEAR RUNNER, RAMON	TRAVEL REIMBURSEMENT	\$270.00
BEAM INSURANCE ADMIN. LLC	VISION PLAN	\$45.30
CENTURY BUSINESS	COPIER LEASE/METER	\$160.70
TAKES THE SHIELD, ANNA	TRAVEL REIMBURSEMENT	\$288.36
EFTPS	EFTPS PAYROLL TAXES	\$2,138.08
FALL RIVER CO. SHERIFF	INMATE HOUSING	\$170.00
BUCHER HARDWARE & LUMBER	SUPPLIES	\$130.51
GOLDEN WEST	LOCAL PHONE/EMAIL/LONG DISTANCE	\$488.67
HOPKINS, ARTHUR L	MILEAGE + TRAVEL REIMBURSEMENT	\$399.96
LAKOTA TIMES	PUBLICATION	\$219.55
MARTIN AUTO PARTS	PARTS/SUPPLY	\$8.31
MARTINEZ, AUDREY	CORONER MILEAGE	\$67.62
MASTEL, BRUCE	WEB HOST/UPDATE/SERVER	\$35.00
MASTERCARD	MASTERCARD	\$550.70
MCLEOD'S OFFICE SUPPLY	SUPPLY	\$162.85
QUADIENT FINANCE USA, INC	POSTAGE	\$314.48

OGLALA SIOUX TRIBE	MONTH RENT FOR VET SERVICE OFFICER	\$100.00
RAMKOTA HOTEL	HOTEL/VSO CONFERENCE	\$164.00
RELIANCE STANDARD	LIFE INSURANCE	\$59.00
SIOUX FUNERAL HOME	SUPPLY	\$708.27
SD STATE RETIREMENT	SDRS CONTRIBUTIONS	\$1,169.88
WHITE HAWK, EUGENIO	MILEAGE + TRAVEL REIMBURSEMENT	\$332.82
YELLOW BULL, WENDELL	MILEAGE + TRAVEL REIMBURSEMENT	\$402.72
COMMISSIONERS	AUGUST SALARIES	\$1,350.00
STATE'S ATTORNEY'S OFFICE	AUGUST SALARIES	\$500.00
VETERAN'S SERVICE OFFICE	AUGUST SALARIES	\$3,189.33
SHERIFF ARPA	AUGUST SALARIES	\$1,568.00
SHERIFF	AUGUST SALARIES	\$4,357.23
CORONER	AUGUST SALARIES	\$500.00
	TOTAL FOR GENERAL FUND	\$20,184.52
<b>COUNTY ROAD &amp; BRIDGE</b>		
AT&T MOBILITY	WIRELESS PHONE SHERIFF	\$94.42
BEAM INSURANCE ADMIN. LLC	VISION PLAN	\$29.68
BUTLER MACHINERY CO.	EQUIPMENT/REPAIR	\$2,513.70
CULLIGAN	UTILITY	\$45.50
DELTA DENTAL OF SD	DENTAL PLAN	\$306.80
EFTPS	EFTPS PAYROLL TAXES	\$3,708.64
BUCHER HARDWARE & LUMBER	SUPPLIES	\$9.99
GREAT PLAINS COMMUNICATIO	LOCAL PHONE & INTERNET	\$221.62
LACREEK ELECTRIC ASSOC	UTILITY/ELECTRIC	\$289.14
MARTIN AUTO PARTS	PARTS/SUPPLY	\$452.44
MASTERCARD	MASTERCARD	\$10.00
MCI COMM SERVICE	LONG DISTANCE	\$54.01
MENARDS	SUPPLY	\$63.93
RELIANCE STANDARD	LIFE INSURANCE	\$94.75
SD STATE RETIREMENT	SDRS CONTRIBUTIONS	\$1,500.26
WESTCO	FUEL/UTILITIES	\$9,370.45
HIGHWAY DEPARTMENT	AUGUST SALARIES	\$15,568.74
HIGHWAY DEPARTMENT	OVERTIME	\$546.86
	TOTAL FOR COUNTY ROAD & BRIDGE	\$34,880.93
<b>M &amp; P RELIEF</b>		
MICROFILM IMAGING SYSTEMS	SCANNING EQUIPMENT LEASE	\$75.00
	TOTAL FOR M & P RELIEF	\$75.00
<b>AMERICAN RESCUE PLAN</b>		
EFTPS	EFTPS PAYROLL TAXES	\$239.92
MASTERCARD	MASTERCARD	\$1,284.33
SD STATE RETIREMENT	SDRS CONTRIBUTIONS	\$250.88
	TOTAL FOR AMERICAN RESCUE PLAN	\$1,775.13
	TOTAL PAID BETWEEN 8/11/22 AND 9/7/22	\$56,915.58



The 2023 Provisional budget hearing was held. Motion made by Yellow Bull, seconded by Bear Runner, to approve the 2023 annual budget and resolution as follows:

**General Fund:**

Auditor from \$68,304 to \$72,780; Treasurer from \$86,154 to \$90,630; Director of Equalization from \$38,867 to \$46,413; Register of Deeds from \$43,483 to \$50,688; Total General Government from \$429,210 to \$452,913; Total Expenditure Appropriations from \$718,957 to \$742,660; Total Appropriations from \$718,957 to \$742,660; Cash Balance Applied from \$168,367 to \$190,823; Subtotal from \$681,117 to \$703,573; Less 5% from (\$37,840) to (\$39,087); Net Means of Finance from \$718,957 to \$742,660; Total Appropriations from \$718,957 to \$742,660

**County Road and Bridge Fund:**

Highways, Roads, & Bridges from \$1,097,162 to \$1,126,400; Total Expenditure Appropriations from \$1,097,162 to \$1,126,400; Total Appropriations from \$1,097,162 to \$1,126,400; Cash Balance Applied from \$179,782 to \$209,020; Subtotal from \$1,097,162 to \$1,126,400; Net Means of Finance from \$1,097,162 to \$1,126,400; Total Appropriations from \$1,097,162 to \$1,126,400

**Appendix D4: Adopted Budget Levies & Resolution  
ANNUAL BUDGET FOR OGLALA LAKOTA COUNTY, SD  
For the Year January 1, 2023 to December 31, 2023**

COUNTY TAX LEVIES	Dollars	\$'s/1,000
WITHIN LIMITED LEVY:		
* General County Purposes (10-12-9)	322,600.00	5.282
Library		
LIMITED LEVY (10-12-21) - SUB TOTAL		
OUTSIDE LIMITED LEVY:	322,600.00	5.282
County Snow Removal Fund (34-5-2)		
County Road and Bridge (10-12-13)		
Courthouse, Jail, etc., Bldg. (7-25-1)		
Bond Interest Sinking (7-24-18)		
Ag Building (7-27-1)		

**ADOPTION OF ANNUAL BUDGET FOR OGLALA LAKOTA  
County, South Dakota**

Whereas, (7-21-5 thru 13), SDCL provides that the Board of County Commissioners shall each year prepare a Provisional Budget of all contemplated expenditures and revenues of the County and all its institutions and agencies for such fiscal year and,  
Whereas, the Board of County Commissioners did prepare a Provisional Budget and cause same to be published by law, and  
Whereas, due and legal notice has been given to the meeting of the Board of County Commissioners for the consideration of such Provisional Budget and all changes, elimination's and additions have been made thereto.

NOW THEREFORE BE IT RESOLVED, That such provisional budget as amended and all its purposes, schedules, appropriations, amounts, estimates and all matters therein set forth, SHALL BE APPROVED AND ADOPTED AS THE ANNUAL BUDGET OF THE APPROPRIATION AND EXPENDITURES FOR OGLALA LAKOTA County, South Dakota and all its institutions and agencies for calendar year beginning January 1, 2023 and ending December 31, 2023 and the same is hereby approved and adopted by the Board of County Commissioners of Oglala Lakota County, South Dakota, this 7th day of September, 2022.  
The Annual Budget so adopted is available for public inspection during normal business hours at the office of the county auditor Fall River, County, South Dakota. The accompanying taxes are levied by Oglala Lakota County for the year



UNLIMITED LEVY - SUB TOTAL	-	-
LIMITED AND UNLIMITED LEVY - SUB-TOTAL	322,600.00	5.282
OTHER SPECIAL LEVIES		
Secondary Road (Unorg. PT-76) (31-12-27)		
Fire Protection (34-31-3)	6,075.00	0.100
TOTAL TAXES LEVIED BY COUNTY	328,375.00	5.382

January 1, 2023 through December 31, 2023.

BOARD OF COUNTY COMMISSIONERS OF  
Oglala Lakota, South Dakota

/s/Eugenio White Hawk Chairman

/s/Anna Takes the Shield (DuBray) Commissioner

/s/Wendell Yellow Bull Commissioner

/s/Ramon Bear Runner Commissioner

/s/Arthur Hopkins Commissioner

/s/ ATTEST Sue Ganje County Auditor

\* These Amounts include the 25% to be distributed to cities.

As of 09/07/2022 these levies have not been approved by the Department of Revenue

Motion made by Yellow Bull, seconded by Bear Runner, to table the employee policy, with the addition of funeral leave and discussion on employee assistance program for county employees until the next meeting.

Motion made by Yellow Bull, seconded by Bear Runner, to adjourn at 4:48 p.m.

/s/Eugenio White Hawk  
Eugenio White Hawk, Chairman  
Board of Oglala Lakota County Commissioners

ATTEST:  
/s/Sue Ganje  
Sue Ganje, Oglala Lakota County Auditor

TO THE HONORABLE BOARD OF OGLALA LAKOTA COUNTY COMMISSIONERS:  
I hereby submit the following report of my examination of the cash and cash items in  
the hands of the County Treasurer of this County on this 31st day of August 2022.

**Total Amount of Deposit in First Interstate Bank, HS:** \$ 237,780.16

**Total Amount of Cash:** \$ 715.85

**Total Amount of Checks in Treasurer's  
Possession Not Exceeding Three Days:** \$ 1,379.80

**FIRST INTERSTATE SAVINGS**

First Interstate, HS: \$ 2,658,020.17

**CERTIFICATES OF DEPOSIT:**

First Interstate, HS: \$ 202,257.05

Black Hills Federal Credit Union, HS: \$ 50,000.00

First National Bank of Lead Checking \$ 1,000.00

First Nation Bank of Lead ICS Acct \$ 2,551,713.11

**Itemized list of all items, checks and drafts that have  
been in the Treasurer's possession over three days:**

Sheriff Change Fund: \$ 200.00

Election Petty Cash: \$ 15.00

**RETURNED CHECKS:**

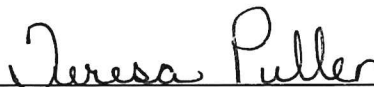
Deaton, Tyler \$ 110.10

**TOTAL \$ 5,703,191.24**

Dated This 31st Day of August 2022.



Sue Ganje, County Auditor of Oglala Lakota County



Teresa Pullen, County Treasurer of Oglala Lakota County

County Monies \$ 5,640,976.32

Held for other Entities \$ 13,938.73

Held in Trust \$ 48,276.19

**TOTAL \$ 5,703,191.24**

The Above Balance Reflects County Monies, Monies Held in Trust, and  
Monies Collected for and to be remitted to Other ENTITIES: SCHOOLS, TOWNS, AND STATE.



South Dakota  
Department of  
**Social Services**

**DIVISION OF BEHAVIORAL HEALTH**  
700 GOVERNORS DRIVE  
PIERRE, SD 57501  
PHONE: 605.367.5236  
1-855-878-6057  
FAX: 605.773.7076  
dss.sd.gov

Oglala Lakota County Auditor  
Attn: Sue Ganje  
906 N. River St.  
Hot Springs, SD 57747

RE: South Dakota Opioid Settlement Memorandum of Agreement (MOA)

Dear Sue,

Enclosed are two copies of the South Dakota Opioid Settlement MOA between **Oglala Lakota County** and the Department of Social Services (DSS). The designated Signing Official shall sign each copy, keep one for their records and return the other in the enclosed self-addressed envelope to:

Department of Social Services  
Division of Behavioral Health  
Attention: Jennifer Humphrey  
700 Governors Drive  
Pierre, SD 57501-2291

**Oglala Lakota County** will receive **\$7,182.26** in Year 1. The first payment will not be dispersed until the MOA is fully executed. To receive payment, registration through the National Opioid Settlements Portal (the "Portal") must be completed. If you did not receive a Portal registration email from BrownGreer PLC or have questions about the Portal account, please contact Rachel Motley, BrownGreer PLC, at [rmotley@browngreer.com](mailto:rmotley@browngreer.com).

As a reminder, per Section VI of the MOA, local governments will report the allocation and use of funds to DSS each calendar year. I will be the point of contact for DSS and can be reached at 1-605-367-5236 or [Jennifer.Humphrey@state.sd.us](mailto:Jennifer.Humphrey@state.sd.us).

Thank you for your time and I look forward to working with you.

Sincerely,

Jennifer Humphrey  
Behavioral Health Strategic Initiatives Program Specialist  
Department of Social Services

Attachment: MOA (2 copies)

# South Dakota Opioid Settlement

## Memorandum of Agreement

**Whereas**, the people of the State of South Dakota and its communities have been harmed by serious and substantial wrongdoing committed by certain entities within the Pharmaceutical Supply Chain;

**Whereas**, the State of South Dakota, through its Attorney General, and certain Participating Local Governments have separately engaged in investigation, litigation, and settlement discussions seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage they have caused in South Dakota;

**Whereas**, other Participating Local Governments, while not engaged in separate litigation, have supported the State's efforts in the legal fight against the opioid crisis;

**Whereas**, the State and all Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants' misconduct throughout the State of South Dakota;

**Whereas**, jointly approaching Settlements with Pharmaceutical Supply Chain Participants benefits all Parties by improving the likelihood of successful Settlement and maximizing the recovery from any such Settlement;

**Whereas**, specifically, the State and Participating Local Governments understand that Settlements with major Pharmaceutical Supply Chain Participants have taken the form of a national resolution (National Settlement Agreement);

**Whereas**, the State and Participating Local Governments intend this agreement to facilitate their compliance with the terms of the National Settlement Agreement;

**Whereas**, the State and Participating Local Governments understand that the National Settlement Agreement provides a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of payments (State-Subdivision Agreement);

**Whereas**, specifically, the State and Participating Local Governments intend this agreement to serve as a State-Subdivision Agreement under the National Settlement Agreement involving Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, and Bankruptcy Resolutions concerning Purdue Pharma, L.P. and Mallinckrodt plc entered into by the State and the Participating Local Governments;

**Now, therefore**, in consideration of the foregoing, the State and its Participating Local Governments, enter into this "South Dakota Opioid Settlement Memorandum of Agreement" (MOA) relating to the allocation and use of the proceeds of any Settlement as described in this MOA;



**I. Definitions**

As used in this MOA:

- A. "Approved Use(s)" means purposes related to opioid abuse treatment, prevention, and recovery programs that fall within, or otherwise consistent with, the list of uses set out in Exhibit A, attached hereto and incorporated herein by reference.
- B. "Bankruptcy Resolution" takes the meaning set out in the above recitals.
- C. "Localized Share" takes the meaning set out in Section II of this MOA.
- D. "National Settlement Agreement" takes the meaning set out in the above recitals.
- E. "Opioid Funds" means the monetary amounts obtained through a Settlement as defined in this MOA.
- F. "Participating Local Governments" means all counties, cities, and towns within the geographic boundaries of the State of South Dakota that have signed this MOA. The Participating Local Governments may be referred to separately in this MOA as "Participating Count(ies)" and "Participating Cit(ies)."
- G. "Parties" means the State of South Dakota and all Participating Local Governments.
- H. "Pharmaceutical Supply Chain" means the process and channels through which opioids or opioid products are manufactured, marketed, promoted, distributed, or dispensed.
- I. "Pharmaceutical Supply Chain Participant" means any entity that engages in or has engaged in the manufacturing, marketing, promotion, distribution, or dispensing of opioids.
- J. "Settlement" means the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Governments, including but not necessarily limited to the National Settlement Agreement involving Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson and a Bankruptcy Resolution concerning Purdue Pharma L.P.
- K. "State-Subdivision Agreement" takes the meaning set out in the above recitals.
- L. "Statewide Share" takes the meaning set out in Section II of this MOA.
- M. "The State" means the State of South Dakota.

## **II. Allocation of Opioid Funds**

- A. All Opioid Funds will be divided proportionally with 70% allocated to the State (Statewide Share) and 30% allocated to the Participating Local Governments (Localized Share) pursuant to SDCL 34-20B-116.
- B. The Localized Share will be allocated to the Participating Local Governments in the proportions set out in Exhibit B, attached hereto and incorporated herein by reference, which is based upon the opioid negotiation class model developed in connection with *In re: Nat'l Prescription Opiate Litigation*, MDL 2804 (N.D. Ohio). The proportions set forth in Exhibit B provide payments to (1) all South Dakota counties who have signed on to both the Janssen Participation Agreement and the Distributors Participation Agreement, and (2) all South Dakota cities and towns with populations over 10,000 based on the United States Census Bureau's Vintage 2019 population totals pursuant to the National Settlement Agreement who have signed on to both the Janssen Participation Agreement and the Distributors Participation Agreement.
- C. If a county or city listed on Exhibit B does not join this MOA, then that non-Participating Local Government's allocation of the Localized Share as identified in Exhibit B will be reallocated to the Statewide Share. Distributions allocated to non-participating local governments identified in Exhibit B will be directed to the Statewide Share.
- D. Any Participating Local Government allocated a share in Exhibit B may elect to direct its share of current or future annual distributions of Localized Share Funds to the Statewide Share.

## **III. Use of Opioid Funds**

- A. Regardless of allocation, all Opioid Funds must be used in a manner consistent with the Approved Uses definition. No Opioid Funds will be used as restitution for past expenditures. Rather, Opioid Funds must be used in a present and forward-looking manner to actively abate and alleviate the impacts of the opioid crisis and co-occurring substance abuse in South Dakota. Compliance with these requirements will be verified through Section VI's reporting requirements.
- B. The Statewide Share must be used only for (1) Approved Uses within the State of South Dakota or (2) grants for Approved Uses within the State of South Dakota. The State of South Dakota, Department of Social Services will serve as the lead agency responsible for distributing and using the Statewide Share in a manner that in its judgment will best address the opioid crisis within the State.
- C. The Localized Share must be used only for (1) Approved Uses by Participating Local Governments or (2) grants for Approved Uses.



- D. Each Participating County shall regularly consult with and receive input from its constituent cities and towns regarding effective distribution and use of the Localized Share Funds. Each Participating County shall make reasonable and good faith efforts to not only secure the collaboration of each of its constituent cities and towns, but also to use the Opioid Funds in a manner that benefits the residents of each constituent city and town.
- E. Notwithstanding any term of this MOA, Participating Local Governments may collaborate with local governments both within and beyond their borders for the purpose of more effectively using Opioids Funds to abate the opioid crisis.

#### **IV. Method of Distribution of Opioid Funds**

- A. The Statewide Share will be distributed to the opioid abatement and remediation fund. All money in the opioid abatement and remediation fund may only be used for purposes relating to opioid abuse treatment, prevention, and recovery programs in South Dakota and must be appropriated through the normal budget process. Expenditures of the state from the fund must be assigned to the Department of Social Services. The Localized Share will be distributed directly to each Participating Local Government in accordance with the terms of any Settlement.

#### **V. Payment of Attorney Fees and Attorney Expenses**

No attorneys' fees or attorneys' expenses relating to the State of South Dakota's investigation and litigation of the Pharmaceutical Supply Chain Participants will be paid from the Statewide Share. Similarly, no attorneys' fees or attorneys' expenses related to the representation of any Participating Local Government in litigation against any Pharmaceutical Supply Chain Participant will be paid from the Statewide Share. Rather, the Statewide Share will be used exclusively to abate and alleviate the opioid crisis consistent with the terms of this MOA.

#### **VI. Compliance Certification, Reporting, and Dispute Resolution**

- A. Before receiving any disbursement under this MOA, each Participating Local Government must certify under this MOA that it will allocate and use Opioid Funds in accordance with this MOA on projects, programs, and strategies that constitute Approved Uses.
- B. By January 31 of each calendar year, each Participating Local Government shall certify to the Advisory Committee that all Opioid Funds expended during the preceding calendar year were used in accordance with this MOA on projects, programs, and strategies that constitute Approved Uses. In submitting this certification, each Participating Local Government shall include a report detailing for the preceding calendar year: (1) the amount of the Localized Share received by the Participating Local Government; (2) the amount of Localized Share expended by the Participating Local Government—broken down by funded

project, program, or strategy; and (3) the amount of any allocations awarded by the Participating Local Government—listing the recipients, amounts awarded, amounts disbursed, disbursement terms, and the projects, programs, or strategies funded.

- C. If any Party believes another Party has violated the terms of this MOA, the alleging Party may seek to enforce the terms of this MOA in Hughes County Circuit Court, provided the alleging Party first provides notice to the alleged offending Party of the alleged violation and a reasonable opportunity to cure the alleged violation.
- D. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters.
- E. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds violated any South Dakota criminal law, such conduct shall be reported to the appropriate criminal authorities.
- F. By December 31 of each calendar year, the State shall publish in a report online detailing for the preceding fiscal year: (1) the amount of the Statewide Share received; (2) the amount of the Statewide Share expended and a description for each program of activity receiving funds; and (3) the amount of any grants awarded—listing the recipients, amounts awarded, amounts disbursed, disbursement terms, and programs, strategies, and projects funded.

## **VII. Effectiveness**

- A. This MOA may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same MOA. Each person signing this MOA represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOA, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.
- B. This MOA is effective until one year after the last date on which any Participating Local Government spends Opioid Funds pursuant to Settlements.

## **VIII. Amendments**

- A. The Parties agree to make such amendments as necessary to implement the intent of this MOA.



## **IX. Advisory Committee**

- A. An Advisory Committee consisting of the representatives in part B of this subsection will ensure that the State and the Participating Local Governments have equal input into the distribution of the Statewide Share for Approved Uses across the South Dakota. Committee terms will be three years, and members may serve more than one term.
- B. The Advisory Committee shall consist of the following twenty-two (22) members:
  - 1. Six State representatives recommended by their respective agency as follows:
    - a) Representative of the South Dakota Department of Health;
    - b) Representative of the South Dakota Department of Social Services;
    - c) Representative from the South Dakota Board of Pharmacy;
    - d) Representative from the South Dakota Board of Medical & Osteopathic Examiners;
    - e) Representative of the Attorney General; and
    - f) Member of the South Dakota Legislature.
  - 2. Six Participating Local Government representatives recommended by the mayor of a designated city within the region as follows:
    - a) Representative from a city/county or city/county designee from South Dakota Behavioral Health Region 1;
    - b) Representative from a city/county or city/county designee from South Dakota Behavioral Health Region 2;
    - c) Two Representatives from a city/county or city/county designee from South Dakota Behavioral Health Region 3;
    - d) Representative from a city/county or city/county designee from South Dakota Behavioral Health Region 4; and
    - e) Representative from a city/county or city/county designee from South Dakota Behavioral Health Region 5;
  - 3. Five Expert Representatives drawn from fields including but not limited to: public health, pharmacology, epidemiology, emergency medicine, behavioral health, and recovery.
  - 4. Five At-Large Representatives who bring a perspective related to opioid abatement.

- C. The Advisory Committee shall meet twice annually and establish a process for receiving input from South Dakota's communities, provider organizations, and cities and counties regarding how the opioid crisis is affecting their communities, understanding their abatement needs, and considering proposals for opioid abatement strategies and responses.
- D. The Advisory Committee shall, at least annually, make formal recommendations to the Secretary of the Department of Social Services on the use of the Statewide Share. The Secretary shall review and consider the recommendations and shall make a good faith effort to incorporate the recommendations into the annual budget process. If the Secretary substantially deviates from the recommendations, the Secretary shall provide the Advisory Committee with a written explanation, that will be made public, of any substantial deviations.

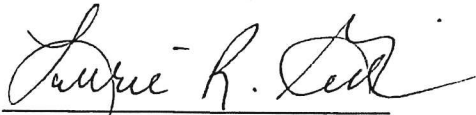
#### **X. General Provisions**

- A. The purposes of this MOA are to serve as a State-Subdivision Agreement under any Settlement or Bankruptcy Resolution and to permit the Parties to cooperate in resolving claims against Pharmaceutical Supply Chain Participants and to distribute any Opioid Funds in a manner that will effectively and meaningfully abate and alleviate the opioid crisis throughout South Dakota.
- B. All Parties acknowledge and agree that any National Settlement Agreement will require Participating Local Governments to release its claims against relevant Pharmaceutical Supply Chain Participants to receive Opioid Funds. The Parties further acknowledge that a Participating Local Government will receive funds through this MOA only after complying with all requirements set out in a Settlement or Bankruptcy Resolution to release its claims.
- C. Unless otherwise required by an applicable Settlement, the construction, interpretation, and enforcement of this MOA shall be governed by the laws of the State of South Dakota. Venue for any action pertaining to or affecting this MOA shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- D. If any clause, paragraph, or section of this MOA shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of the MOA and this MOA shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.
- E. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of a Settlement or Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
- F. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOA shall not be construed so as to create such status.

- G. Titles of sections of this MOA are for reference only and shall not be used to construe the language in this MOA.
- H. Nothing in this MOA shall be construed to affect or constrain the authority of the Parties under law.
- I. Except to enforce the terms of this MOA, the State of South Dakota and the participating Local Governments do not waive sovereign or governmental immunity by entering into this MOA and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOA.

**IN WITNESS WHEREOF**, the below undersigned agree to and enter into the above South Dakota Opioid Settlement Memorandum of Agreement.

**FOR THE STATE OF SOUTH DAKOTA**



Laurie Gill, Cabinet Secretary  
South Dakota Department of Social Services

9-16-22

Date



Mark Vargo, Attorney General  
South Dakota Attorney General's Office

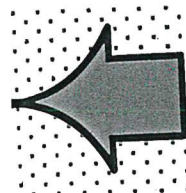
9-15-22

Date

**FOR THE PARTICIPATING LOCAL GOVERNMENT**

\_\_\_\_\_  
Eugenio White Hawk, Commissioner  
Oglala Lakota County

\_\_\_\_\_  
Date





# Exhibit A

## Approved Uses

### PART ONE: TREATMENT

#### A. TREAT OPIOID USE DISORDER (OUD)

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including FDA-approved Medication-Assisted Treatment (MAT).
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD and family members and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("DATA 2000") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication– Assisted Treatment.

**B. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(INTERVENTION)**

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients

on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.



### **C. SUPPORT PEOPLE IN TREATMENT AND RECOVERY AND REDUCE STIGMA**

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow  
or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

#### **D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  - a) Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("PAARI");
  - b) Active outreach strategies such as the Drug Abuse Response Team ("DART") model;
  - c) "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d) Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("LEAD") model;
  - e) Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  - f) Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

#### **E. ADDRESS THE NEEDS OF WOMEN WHO ARE OR MAY BECOME PREGNANT**

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.



5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and childcare services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

## **PART TWO: PREVENTION**

### **F. PREVENT OVER-PRESCRIBING AND ENSURE PROPER PRESCRIBING OF OPIOIDS**

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
  - a) Increase the number of prescribers using PDMPs;
  - b) Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  - c) Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

#### **G. PREVENT MISUSE OF OPIOIDS**

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).

7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

#### **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.



5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

## **PART THREE: OTHER STRATEGIES**

### **I. FIRST RESPONDERS**

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

## **J. LEADERSHIP, PLANNING AND COORDINATION**

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

## **K. TRAINING**

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

## **L. RESEARCH**

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("ADAM") system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



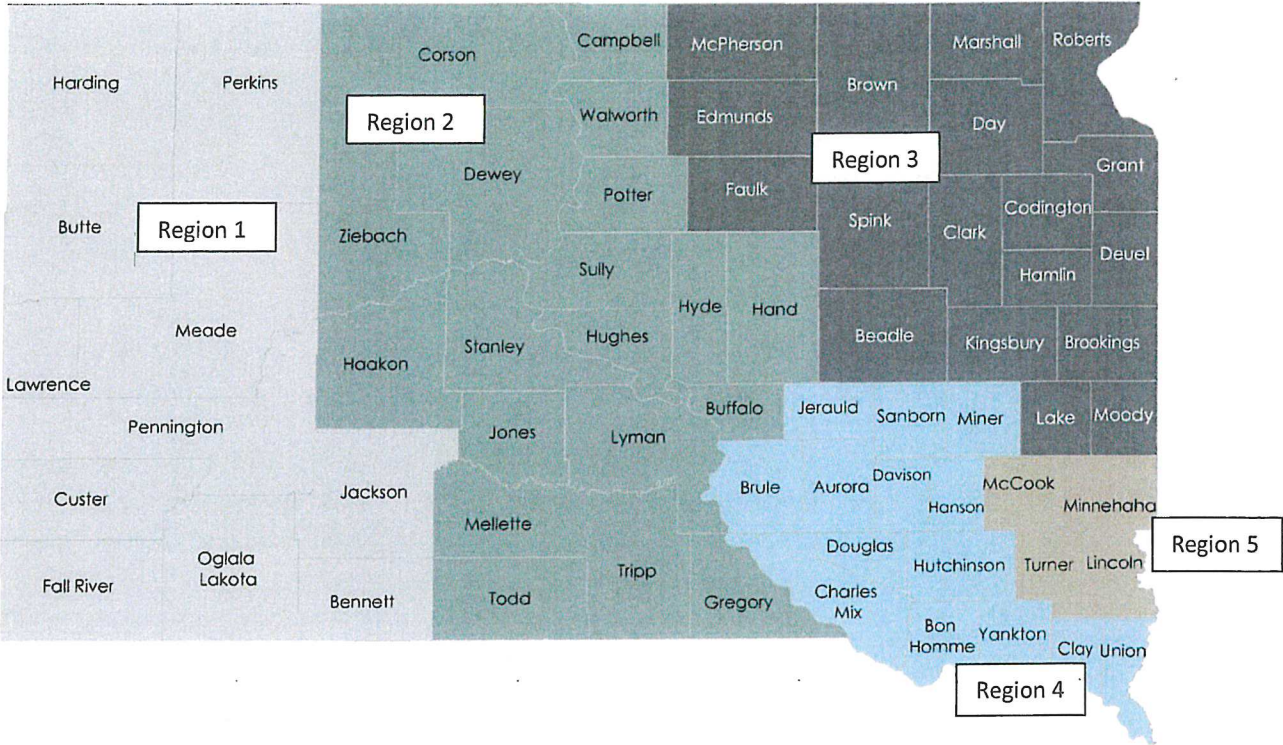
## Exhibit B

### Participating Local Government Allocation Proportions

Local Government	Percentage of Localized Share
Aberdeen City	1.78%
Aurora County	0.12%
Beadle County	0.87%
Bennett County	0.18%
Bon Homme County	0.60%
Box Elder City	0.22%
Brandon City	0.40%
Brookings City	2.42%
Brookings County	0.28%
Brown County	1.77%
Brule County	0.80%
Buffalo County	0.18%
Butte County	0.89%
Campbell County	0.06%
Charles Mix County	0.80%
Clark County	0.25%
Clay County	0.44%
Codington County	0.87%
Corson County	0.34%
Custer County	1.08%
Davison County	0.68%
Day County	0.39%
Deuel County	0.40%
Dewey County	0.36%
Douglas County	0.28%
Edmunds County	0.25%
Fall River County	2.19%
Faulk County	0.27%
Grant County	0.69%
Gregory County	0.55%
Haakon County	0.17%
Hamlin County	0.33%
Hand County	0.24%
Hanson County	0.14%
Harding County	0.06%
Hughes County	0.81%
Huron City	0.83%
Hutchinson County	0.56%
Hyde County	0.06%
Jackson County	0.14%

Jerauld County	0.32%
Jones County	0.04%
Kingsbury County	0.37%
Lake County	0.82%
Lawrence County	2.38%
Lincoln County	1.26%
Lyman County	0.32%
Marshall County	0.56%
McCook County	0.30%
McPherson County	0.16%
Meade County	3.26%
Mellette County	0.18%
Miner County	0.16%
Minnehaha County	12.22%
Mitchell City	1.50%
Moody County	0.47%
Oglala Lakota County	1.39%
Pennington County	8.06%
Perkins County	0.37%
Pierre City	0.62%
Potter County	0.18%
Rapid City	6.94%
Roberts County	0.99%
Sanborn County	0.11%
Sioux Falls City	21.67%
Spearfish City	0.82%
Spink County	0.73%
Stanley County	0.17%
Sully County	0.06%
Todd County	1.06%
Tripp County	0.62%
Turner County	0.65%
Union County	1.45%
Vermillion City	0.59%
Walworth County	0.56%
Watertown City	1.61%
Yankton City	1.22%
Yankton County	1.42%
Ziebach County	0.30%

Exhibit C







## Gas Log

Date	Unit	Gallons	Officer
9-8-22	CO11398	9.5	Reno Blacksmith
9-8-22	CO11742	22	Herman
9-9-22	CO10039	13	Herman
9/8/22	CO11419	14.4	Pheme
9/10/22	CO11419	7.5	Pheme
9/11/22	CO11419	11.0	Pheme
9-12-22	CO10693	12.5	HICKS
9-12-22	CO10039	10.5	Herman
9-14-22	CO10693	13.5	HICKS
8-15-22	CO10693	10-	HICKS
8-15-22	CO10039	15.6	Herman
8-19-22	CO10693	11.0	HICKS
8-19-22	CO11742	26.1	Herman
8-21-22	CO10693	16-	HICKS
8-21-22	CO11398	12-	Reno Blacksmith
8-22-22	CO10693	7-	HICKS
8-22-22	CO11742	20.7	Herman
8-22-22	CO11742	27.3	Herman - LEC Trip
8-28-22	CO11742	22	Herman
8-28-22	CO10693	19.5	HICKS
8-29-22	CO11398	13.4	Blacksmith
8-29-22	CO11742	15	Herman
		329.5 Gals	
		3.949 Per Gal	
	Total =	\$ 1,301.1955	

Oglala Lakota County Highway Department

To: WESTCO 1800-762-9906

The Oglala Lakota County Highway Department is requesting a quote on fuel on this 29 day  
of Sept, 2022.

Please provide a bid for the following.

or until  
full

550 Gallons of Unleaded Gas at \$ 3.69 /gal.  $\begin{array}{r} 3.882 \\ - .183 \\ \hline 3.699 \end{array}$

700 ~~Ruby~~ Gallons of Diesel at \$ 4.169 /gal.

\_\_\_\_\_ Gallons of Propane at \$ \_\_\_\_\_ /gal.

The Oglala Lakota County Highway Depart. Tank is a 1,000 gallon tank, the current propane level  
is \_\_\_\_\_ percent.

Signature: [Signature] Date: 9/29/22

County Exemptions / Taxes Applicable:

Unleaded: Federal tax exempt: State Tax Applicable

Diesel: Federal and State tax exempt: \$0.02 EPA tax applicable

Please submit a bid on the above requested fuel. Fax to 1 (605) 288-1867

Oglala Lakota County Highway Department

P.O. Box# 208, Batesland SD 57716

PH: (605) 288-1866 Fax: (605) 288-1867 Cell: (605) 441-6261

For office use only;

☒ Response  
☐ No Response

No reply from  
Discount fuel  
Nelsons  
Pine River Oil

## QUOTATION

## CUSTOMER INFO

Lynx

## Ogalala Lakota County

olchwv@hotmail.com

605-441-6261

**SALESPERSON INFO**

Tim Ketcham

Office: 605-353-8784

Cell: 605-350-5180

Tim.Ketcham@TrueNorthSteel.com

220 4th Street NW

Huron, SD 57350

*Prepared By: Tim Ketcham*

RE:

### DW Vert Tanks

Quote #

Date \_\_\_\_\_

(CRM QT#)

10/6/2022

**DESCRIPTION OF GOODS/SERVICES**[illegible]

**Quote is valid for 14 days from date above. Seller reserves the right to revise quote based on raw material increases prior to acceptance of the order. Freight is estimated and subject to change based on actual fuel costs at time of delivery.**

\*SALES TAX IS NOT INCLUDED ON ITEMS

\*Price delivered direct to Well Site or CTB

Estimate Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_





**TrueNorth Steel, Inc**  
**TERMS AND CONDITIONS**  
**Lynx**

Ogalga Lakota County

olchwy@hotmail.com

605-441-6261

**4. OWNERSHIP OF DOCUMENTS.** All documents produced by Seller, including but not limited to designs, drawings and references associated with this quotation/order are the property of Seller and are intended solely for the specific use on this project only. Seller retains all legal rights (including copyrights) in its work product and the documents shall not be used for any alterations to the work or for future projects.

**5. PAYMENT TERMS AND LATE CHARGES.** All sales are COD unless credit is approved in advance. Payment by Seller is due **NET 30 DAYS** from Buyer's invoice date. Pay-when-paid or pay-if-paid payment terms are not accepted by Seller. Buyer shall pay interest charges on all past due amounts at the rate of **1 3/4% PER MONTH (21% per annum)**, or if that rate is not allowed under applicable law or statute, then at the highest rate allowed under applicable law or statute. Buyer is responsible for all costs of collection including without limitation reasonable attorneys' fees and court costs. If Buyer shall fail to comply with any provision or fail to make payments in accordance with the terms of this contract or of any other contract between Buyer and Seller, Seller may at its option defer further shipments, or without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to approval by Seller's Credit Department. Seller reserves the right before making any delivery to require payment in cash or security payment; and if Buyer fails to comply with such requirement, Seller may terminate this contract.

**6. SALES TAX.** Sales tax is NOT included in any quotation by Seller unless specifically included. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.

**7. FORCE MAJEURE.** Seller does not assume the risk of and shall not be liable for failure to perform any obligation caused by civil insurrection, war, riot quarantine, terrorism, fire, strike, labor stoppages or other labor disturbances, acts of God, acts or omissions of Buyer, acts or omissions of any government body or entity, floods, epidemics, pandemics, freight embargoes, shortages of labor, fuel, energy or materials, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, accidents to machinery, delays in transportation or any other cause beyond the reasonable commercial control of Seller. Upon the occurrence of any such event, Seller will make reasonable efforts to work with the Buyer to accommodate Buyer's needs but Seller retains the right to terminate this Contract without liability. In no event shall Seller be liable to Buyer for any consequential damages or claims for labor resulting from failure or delay in delivery.

**8. DELIVERY.** Should Buyer release Seller to manufacture products, Seller expects to deliver materials within 15 working days of the original Buyer specified delivery date regardless of conditions. Should Buyer not accept delivery of material within this specified time period, Seller may invoice Buyer in full or charge storage fees.

All deliveries must accommodate normal trucks and trailers under their own power. No delivery dates are guaranteed. If conditions arise which prevent compliance with mutually agreed upon delivery schedules, including labor shortages (including those due to quarantines due to communicable diseases), fuel shortages, inclement weather and labor strikes, Seller shall not be liable for any damages or penalties for delay in delivery. Seller will make every reasonable effort to inform Buyer in advance of potential delays in delivery.

**9. STORAGE FEES.** If delivery is delayed beyond agreed upon delivery date, as dictated by quote and subsequent purchase order, a storage charge may be applied to the associated order. This charge will be determined by the Seller and will be of an amount equal to at least the cost incurred by the Seller to store the item. Storage fees will accrue monthly and will be billed under the terms of these terms and conditions.

**10. RETURNS.** Returns of steel storage tanks are not allowed under any circumstances. Returns of stock items associated with tanks such as pumps, hoses, fittings, valves will not be accepted after 30 days from the date of purchase. All returns must be approved prior to attempting to return materials to Seller. Buyer is responsible for the full cost of handling and returning items. Seller will charge Buyer a 25% restocking fee or \$100, whichever is greater, for all standard and commonly stocked items. Items that may not be returned include special order items or other non-stock items (definition of these items is at the discretion of Seller). Used materials or materials subject to damage of any kind may not be returned.

**11. CANCELLATION CHARGES.** If Buyer makes a written request to Seller to cancel this order, Seller in its sole discretion, and only by written notice to Buyer, may authorize Buyer to cancel this order provided Seller has not purchased special materials for the order or started fabrication on any materials. In that event, Seller shall charge Buyer a **CANCELLATION CHARGE** of (a) up to 25% of the order price on standard stocked materials, and (b) 100% of the order price for custom or non-standard items, plus any applicable restocking fees. (definition of standard, custom or non-standard items is at the discretion of seller)

**12. CLAIMS BY BUYER.** Passage of title to items sold to Buyer shall occur immediately upon delivery and/or unloading by either party. If Buyer uses its own trucking or other means of pickup or delivery, then passage of title occurs upon completion of items being loaded at Seller's site.

Any claims by Buyer must be made promptly in writing and in no event later than thirty (30) days after transfer of title. Written notification from Buyer must detail to the Seller the exact damage or shortcoming of the item or service and the reason Seller is claimed to be responsible. Seller must be given ten (10) working days to investigate the claim and should the Seller assume responsibility, Seller will be allowed ten (10) additional working days to replace the product or to provide a remedy deemed acceptable by the owner or owner's representative. In any case, Seller must be allowed a reasonable amount of time to correct any claim of deficiency. In no circumstance will Seller assume responsibility or accept charges from Buyer without written acceptance from Seller.

**13. WARRANTY.** The warranty applicable to products included in this quotation is hereby made an attachment to Seller's terms and conditions. Warranty has been included with Seller's quotation and is also available by visiting <https://truenorthsteel.com/tanks-containment/tanks-containment-resources/>

**14. INDEMNITY.** To the fullest extent permitted by law, Buyer, for itself and its affiliates and subsidiaries, agrees to indemnify, defend and hold harmless Seller and its parent and affiliate companies and their respective officers, directors, shareholders, sureties, insurers, subsidiaries, employees, agents, representatives and assigns from and against any and all losses, damages, liabilities, obligations, penalties, judgments, awards, costs and disbursements, including, without limitation, any and all costs and attorneys' fees associated with investigating, preparing for and defending against any claim asserted by a third party, arising out of or relating to (a) any personal injury (including death) or property or commercial damage arising out of the failure of any product relating to this quotation, except to the extent caused by Seller's failure to comply with the plans and/or specifications buyer provides to Seller for the product(s); (b) Buyer's failure to comply with applicable laws, including, but not limited to, failure to warn; and/or (c) any gross negligence, recklessness, or intentional misconduct on the part of Buyer or its employees, agents, representatives, consultants, subcontractors and suppliers (other than Seller), officers, directors, subsidiaries, affiliates, or parent company. Seller shall also be entitled to recover from Buyer all attorneys' fees and costs Seller incurs to enforce this Order (including without limitation these Terms and Conditions).

**15. RIGHTS AND REMEDIES NOT EXCLUSIVE.** The foregoing paragraphs of these Terms and Conditions are in addition to, and do not limit Seller's other rights or remedies. A reference to certain rights or remedies in any one paragraph of these Special Provisions does not limit Seller's rights or remedies under any other paragraph of these Special Provisions, or otherwise under this Purchase Order or at law, in equity or under applicable statute.

1005-0171-WH-150-20P

**17. WAIVER.** Failure of Seller to enforce any right or remedy shall not be construed as a waiver of such right or remedy

**18. GOVERNING LAW.** This contract shall be construed, interpreted, and governed by the laws of North Dakota. The exclusive forum for any disputes arising out of or relating to this Contract shall be any federal or state court sitting in North Dakota. The parties irrevocably consent to such exclusive jurisdiction in such courts and to the proper venue therein. If Seller must resort to legal action or remedies, Buyer shall reimburse Seller for all of Seller's legal fees and expenses, whether or not suit is filed by Seller.









Banner Associates, Inc.  
2201 Jackson Blvd, Ste 200  
Rapid City, SD 57702  
Tel 605.692.6342  
Toll Free 855.323.6342  
[www.bannerassociates.com](http://www.bannerassociates.com)

September 27, 2022

Mr. Lynx Bettelyoun  
Oglala Lakota County Highway Department  
PO Box 208  
Batesland, SD 57716

Re: Letter of Contract - Engineering Services  
Oglala Lakota County Aggregate Production  
Oglala Lakota County, South Dakota

Dear Mr. Bettelyoun:

Banner Associates, Inc. ("Banner") is pleased to submit this letter of contract for Engineering Services for preparing bidding documents and providing bidding services for the Oglala Lakota County Aggregate Production Project.

Engineering Scope of Services:

1. Prepare Bid Documents which will include:
  - a. Title Sheet
  - b. Estimate of Quantities and Notes
  - c. Specifications
  - d. Front End Documents (EJCDC Format) including
    - i. Advertisement
    - ii. Instructions to Bidders
    - iii. Payment and Performance Bond
    - iv. Bid Form
    - v. Notice of Award
    - vi. Agreement
    - vii. Notice to Proceed
    - viii. Certificate of Substantial Completion
    - ix. Waiver and Release of Lien
    - x. Standard General Conditions
    - xi. Supplementary Conditions of the Contract
    - xii. Quality Assurance Testing Agreement
2. Bidding Services which will include:
  - a. Preparing advertisement
    - i. Banner will submit advertisement to Highway Superintendent for publishing in official newspaper.
    - ii. Banner will advertise the project on the Banner Associates website.
    - iii. Banner will distribute to plan houses and other potential bidders.
  - b. Bid document production and distribution
  - c. Answer bidder questions
  - d. Prepare addenda if necessary





Page 2

- e. Attend bid opening at Fall River County Courthouse via Teams or Zoom
- f. Review bids and Prepare bid tabulation (County Commission will award project with recommendation from Highway Superintendent)
3. Prepare Contract, Notice of Award, and Notice to Proceed
4. Prepare Certificate of Substantial Completion upon approval of the Highway Superintendent

Submittals:

Banner proposes to provide a bidding document draft for review by the Highway Superintendent in electronic form. Upon receipt of comments, Banner will address comments and provide final bidding documents in electronic form.

Exclusions:

Based on our understanding of the project, the following items are excluded from our Scope of Services:

- Progress Meetings;
- Geotechnical Investigation;
- Hazardous Materials;
- Haul Road Agreements;
- Aggregate Testing;
- Construction Staking, and;
- Construction Administration Services including:
  - Attendance and administration of pre-construction meeting;
  - Pay Request preparation;
  - Change order preparation; and
  - Punchlist preparation and final walk-through.

Client Obligations:

- Owner supplied data or documents
- Timely review of bidding documents
- Provide input on Quality Assurance Testing agreement for insertion into bid documents
- Plan holders list (Banner will add additional plan holders at discretion of Highway Superintendent)

Engineering Services Compensation:

We are proposing to complete the above-described Engineering Services for the hourly not to exceed amount including reimbursable expenses of \$4,805 plus applicable taxes. These fees do not include cost for any permits required by agencies for review. Any work that falls outside this scope will be billed separately based on our hourly rates in accordance with the attached fee schedule.

Time Schedule of Work:

It is our understanding the ultimate schedule is to bid the project in 2022 for construction to be completed by October of 2023. Banner's schedule will be influenced by the following:

1. Timely review by the Owner

This Letter of Contract incorporates and includes Banner's Schedule of Labor Rates and Expenses and General Conditions.



Page 3

If you have any questions regarding this contract, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Richard Uckert".

Richard Uckert, PE  
Project Manager

Enclosure:

1. Schedule of Labor Rates/General Conditions

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this \_\_\_\_\_ day of \_\_\_\_\_

Client: \_\_\_\_\_

Entity: Oglala Lakota County



Banner Associates, Inc.  
409 22nd Avenue South  
Brookings, SD 57006  
Tel 605.692.6342  
Toll Free 855.323.6342  
[www.bannerassociates.com](http://www.bannerassociates.com)

## SCHEDULE OF LABOR RATES AND EXPENSES

January 2022

Administrative .....	\$65.00 to \$160.00/Hour
Surveying/Geomatics .....	\$70.00 to \$150.00/Hour
Engineering Technician .....	\$65.00 to \$120.00/Hour
Environmental Scientist .....	\$65.00 to \$145.00/Hour
Staff Engineer .....	\$90.00 to \$120.00/Hour
Project Engineer .....	\$110.00 to \$160.00/Hour
Project Manager .....	\$125.00 to \$230.00/Hour

1. Meals at State Rates.

2. Lodging at actual cost.

3. Reimbursables:

Mileage .....	\$0.70/Mile
Photocopy .....	0.08/Copy
Black & White 11x17 Laser Prints.....	0.15/Sheet

4. All other direct project expenses at actual cost of materials.

Rates are subject to change annually.



## **GENERAL CONDITIONS**

**Agreement.** The entire Agreement between the Client and Banner shall consist of the Letter of Contract, the Schedule of Labor Rates and Expenses and these General Conditions ("Agreement"). The Agreement represents the entire, integrated Agreement and supersedes all other negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written agreement of the Parties. Banner's services are limited to those specifically identified in the Agreement.

**Authorization to Proceed.** Execution of this Agreement by the Client will be authorization for Banner to proceed with the Services, unless otherwise provided in the Agreement.

**Cost Opinions.** Any opinion of cost provided by Banner will be on a basis of experience and judgment, but, since construction costs are dependent upon many market and other conditions over which Banner has no control, Banner shall not be responsible for variations between actual costs and any opinion of cost.

**Standard of Care.** In the performance of its professional services, Banner will use that degree of care and skill ordinarily exercised by similarly situated professionals under like and similar circumstances. No express or implied warranties are applicable to, or provided with, any of Banner's services

**Payment.** Monthly invoices will include charges incurred during the preceding month. Payment of the invoice is due within thirty (30) days following the date of the invoice. A charge of one and one-half percent (1 1/2%) per month, or the maximum legal rate for commercial accounts, whichever is less, will be charged for late payment. Client shall be responsible for reimbursing Banner for all costs incurred in collecting delinquent amounts owed by Client.

**Termination.** This Agreement may be terminated for convenience upon 30 days' written notice, or for cause, if either party fails to substantially perform as required under the Agreement through no fault of the other party and does not commence to diligently correct such nonperformance within 5 days of receipt of written notice. Upon termination, Banner will be paid for all services authorized and performed up to the termination date plus reasonable termination expenses incurred by Banner as a result of the termination.. This Agreement will otherwise terminate upon completion of all applicable requirements of the Agreement. The Indemnity and Limitation of Liability Provision shall survive any termination of this Agreement.

**Indemnity and Limitation of Liability.** The Client agrees to defend, indemnify and hold Banner and its professionals, officers, employees representatives and agents harmless from and against all claims, costs, expenses (including attorney's fees and expenses) asserted against Banner in connection with the Project, including, but not limited to claims involving hazardous substances, except to the extent caused by the sole negligence of Banner. Banner's liability to the Client for losses, damages or injuries arising out of the performance of Banner's services or the Project will be limited to a sum not to exceed the greater of \$50,000 or Banner's fee (to a maximum of \$1,000,000 or the amount of any insurance available to cover such liability if less than \$1,000,000).

**Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**Hazardous Substances.** Unless specifically stated in this Agreement, Banner shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site

**Interpretation.** This Agreement and any claims or disputes arising out of, or relating to, the Agreement shall be governed by the laws of the State of South Dakota, other than any choice of law provisions under South Dakota law.

**No Third Party Beneficiaries.** This Agreement is for the sole benefit of Client and Banner and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party against either Client or Banner.

**Responsibility for Construction.** The Client agrees that in accordance with generally accepted construction industry standards, Banner shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, since they are solely the responsibility of the contractor, and Banner shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor, including, but not limited to the contractor's failure to perform its work in accordance with industry standards and the requirements of any plans and specifications.

Deedholder	Parcel_Number	Abtmt Years	Abtmt Type	Tax Amount	Abatement Reason
Oglala Lakota County:					
USA IN TRUST FOR GILLESPIE	24000-03748-232-00	2014 Pay 2015	Total Tax	\$112.76	Should have been in Tribal Trust
HEIRS OF GRACE OLMSTEAD PAWNEE	18000-03742-134-20	2021	Total Tax	\$2.93	Is in Tribal Trust. Should not have been valued from 2014 to 2021.
		2020	Total Tax	\$2.93	
		2019	Total Tax	\$2.75	
		2018	Total Tax	\$2.79	
		2017	Total Tax	\$2.18	
		2016	Total Tax	\$2.26	
		2015	Total Tax	\$2.20	
		2014	Total Tax	\$2.06	
		Total Amount		\$20.10	
HEIRS OF D T GILLISPIE	24000-03748-132-10	2021	Total Tax	\$30.09	Is in Tribal Trust. Should not have been valued from 2011 to 2021.
		2020	Total Tax	\$30.13	
		2019	Total Tax	\$29.02	
		2018	Total Tax	\$29.34	
		2017	Total Tax	\$18.62	
		2016	Total Tax	\$20.25	
		2015	Total Tax	\$21.08	
		2014	Total Tax	\$19.61	
		2013	Total Tax	\$20.40	
		2012	Total Tax	\$22.13	
		2011	Total Tax	\$22.32	
		Total Amount		\$262.99	

## APPLICATION FOR ABATEMENT OR REFUND OF TAXES

TO THE BOARD OF COUNTY COMMISSIONERS OF Oglala Lakota COUNTY,  
SOUTH DAKOTA:

STATE OF SOUTH DAKOTA

County of Oglala Lakota } ss.

Heirs of DT Gillispie, being first duly sworn deposes  
and says that he has ground        for abatement or refund of taxes under the provisions of SDCL-10-18-1  
as indicated by an "x" opposite the following applicable provisions of such statute or as otherwise  
stated:

- ☐ 1. When an error has been made in any identifying entry or description of the property, in entering the valuation thereof or in the extension of the tax, to the injury of the complainant;
- ☐ 2. When improvements on any real property were considered or included in the valuation thereof, which did not exist thereon at the time fixed by law for making assessment;
- ☒ 3. When the complainant or the property is exempt from the tax;
- ☐ 4. When the complainant had no taxable interest in the property assessed against him at the time fixed by law for making the assessment;
- ☐ 5. When taxes have been erroneously paid or error made in noting payment or issuing receipt therefor;
- ☐ 6. When 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 thereon for such year has been paid; provided that no tax shall be abated on any real property which has been sold for taxes, while a tax certificate is outstanding.

Tribal Owned (In tribal Trust). Should not  
have been valued from 2011-2021

Elly Hahnelitz9/7/22



No. \_\_\_\_\_  
 APPLICATION FOR  
 ABATEMENT OR REFUND  
 of

Mr. \_\_\_\_\_

P.O. \_\_\_\_\_

OFFICE OF COUNTY AUDITOR

County \_\_\_\_\_

Received and filed in my office on

\_\_\_\_\_, 20\_\_\_\_.

County Auditor: \_\_\_\_\_

By \_\_\_\_\_ Deputy: \_\_\_\_\_

Approved - Disapproved by City or Township

Board \_\_\_\_\_

Dated \_\_\_\_\_, 20\_\_\_\_

Chairman City or Twp. Board.

Approved by authority of Subdivision  
 of SDCL-10-18-1.

Dated \_\_\_\_\_, 20\_\_\_\_

Chairman County Board.

Rejected:

Reasons: \_\_\_\_\_

Dated \_\_\_\_\_, 20\_\_\_\_

Chairman County Board.

Applicant advised of action by notice dated

\_\_\_\_\_, 20\_\_\_\_.

County Auditor.

DESCRIPTION OF PROPERTY	YEAR	VALUATION	STATE TAX	Consolidated Tax	Amt. of Abatement or Refund	
					Asked	Allowed
Undivided Interest 1155/21166. 2021	2180	30.09		30.09		
W 1/2, Sec 13, Twp 37, Rg 48 2026	2180	30.13		30.13		
(Total Acres 320)	2019	29.02		29.02		
	2018	29.34		29.34		
	2017	18.62		18.62		

APPLICANT SHOULD USE THIS SPACE FOR FULL DESCRIPTION OF PROPERTY

My Commission Expires \_\_\_\_\_

Notary Public \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Heads of DT Grillsiepe  
 c/o W. Limer Afford of H.S. Hoare  
 P.O. Address PO Box 51  
 Ogala, SD 57764

Wherefore, applicant asks said board of county commissioners to grant the relief required by law in such cases made and provided.  
 Applicant further states that the description of the property taxed, the year when taxed, the valuation thereof, the amount of state tax if any, the amount of the consolidated tax, and the amount of abatement or refund of taxes asked for are as set out in the schedule hereto attached.

## APPLICATION FOR ABATEMENT OR REFUND OF TAXES

TO THE BOARD OF COUNTY COMMISSIONERS OF Oglala Lakota COUNTY,  
SOUTH DAKOTA:

STATE OF SOUTH DAKOTA

County of Oglala Lakota } ss.

Hairs of D T Gillispie, being first duly sworn deposes  
and says that he has ground        for abatement or refund of taxes under the provisions of SDCL-10-18-1  
as indicated by an "x" opposite the following applicable provisions of such statute or as otherwise  
stated:

☐

1. When an error has been made in any identifying entry or description of the property, in entering the valuation thereof or in the extension of the tax, to the injury of the complainant;

☐

2. When improvements on any real property were considered or included in the valuation thereof, which did not exist thereon at the time fixed by law for making assessment;

☒

3. When the complainant or the property is exempt from the tax;

☐

4. When the complainant had no taxable interest in the property assessed against him at the time fixed by law for making the assessment;

☐

5. When taxes have been erroneously paid or error made in noting payment or issuing receipt therefor;

☐

6. When 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 thereon for such year has been paid; provided that no tax shall be abated on any real property which has been sold for taxes, while a tax certificate is outstanding.

Tribal Owned (In tribal trust). Should not have  
been valued from 2011 - 2021.

Lily Finkbeiner

Applicant further states that the description of the property taxed, the year when taxed, the valuation thereof, the amount of state tax if any, the amount of the consolidated tax, and the amount of abatement or refund of taxes asked for are as set out in the schedule hereto attached.

Wherefore, applicant asks said board of county commissioners to grant the relief required by law in such cases made and provided.

Heirs of DT Gillispie  
c/o Wilmer Aftand of His Horse  
P. O. Address Po Box 51  
Oglala, SD 57764

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires \_\_\_\_\_

Notary Public

APPLICANT SHOULD USE THIS SPACE FOR FULL DESCRIPTION OF PROPERTY

DESCRIPTION OF PROPERTY	YEAR	VALUATION	STATE TAX	Consolidated Tax	Amt. of Abatement or Refund	
					Asked	Allowed
Undivided interest 1155/21166:	2016	1850		20.25	20.25	
W 1/2, Sec 13, Twp 37, Rg 8	2015	1680		21.08	21.08	
(Total Acres 320)	2014	1680		19.61	19.61	
	2013	1680		20.40	20.40	
	2012	1680		22.13	22.13	
	2011	1680		22.32	22.32	

Approved - Disapproved by City or Township

Board \_\_\_\_\_

Dated \_\_\_\_\_, 20\_\_\_\_\_

Chairman City or Twp. Board.

Approved by authority of Subdivision  
of SDCL-10-18-1.

Dated \_\_\_\_\_, 20\_\_\_\_\_

Chairman County Board.

Rejected:

Reasons:

Dated \_\_\_\_\_, 20\_\_\_\_\_

Chairman County Board.

Applicant advised of action by notice dated

\_\_\_\_\_, 20\_\_\_\_\_.

County Auditor.

No. \_\_\_\_\_

APPLICATION FOR  
ABATEMENT OR REFUND

of

Mr. \_\_\_\_\_

P. O. \_\_\_\_\_

OFFICE OF COUNTY AUDITOR

County \_\_\_\_\_

Received and filed in my office on

\_\_\_\_\_, 20\_\_\_\_\_.

County Auditor.

By \_\_\_\_\_

Deputy.



Key: 24000 03748 13210      Assessor Level      F2=Boards F20=Notes  
 13-037-48      OglalaLakota County      Owner      F3=Soils      F4=Sales  
 Taxpayer Name: HEIRS OF D T GILLISPIE      Occ      F5=5 Yrs Taxable\$  
 Second Name: C/O WILMER AFRAID OF HIS HORSE      N      F6=Sp Assmts      F8=Tax  
 Mailing Address: PO BOX 51      F9=FAQs      F10=Prv \$  
                          OGLALA      SD 57764      51      F11=Log      F13=ROB  
 Property Address:      Special Asmnt: Others:

Registered MH#:      Chgd From:      Inspected      0/00/00  
 DISTS: Sch 01 Tax 01 Fire 01      Xmpt:      Escrow  
 ParentRP#      Legal Dsc1: UNDIVIDED INTEREST 1155/21166:  
 2: W1/2, SEC 13, TWP 37, RG 48      3: (TOTAL ACRES 320)  
 4:      5:  
 6:      7:

DESC	CLSS	# ACRES	LOTBLD	F&T VALUE	GROWTH	EXEMPT CODE	FINAL VAL
Ag Land							
Ag Bldg							
Non-Ag Land	C	17.46		2440			2440
Non-Ag Bldg							
Other Bldgs				2440			2440

Comments:      Qry Flag:  
                          Temp Flag:

Tribal owned (In Tribal Trust)  
 Should not have been Valued  
 from 2011-2021

Tax Year: 2011 Bill#: 652 OglalaLakota County F1=Return  
Source: REAL PROPERTY 15-Digit Key: 240000374813210 F7=Return  
ENTER to Return

Taxpayer: HEIRS OF D T GILLISPIE  
Legal 1: 1155/21166 INT IN W1/2, 13-37-48  
Legal 2:  
Addition:  
CitySpec:

Twp/City: 24 37-48 UNORG  
Sch Dist: 01 OGLALA 65-1  
Tax Dist: 01 TAX DISTRICT #1  
Fire Dst: 01  
Escrow:  
TaxFund:

	<u>TAX DUE</u>	<u>PAID</u>	<u>BY</u>	<u>RCPT#</u>	<u>DATE</u>	<u>INTEREST</u>	<u>AD FEE</u>	<u>CERT</u>	<u>SHERIF</u>
1st:	22.32					2251	450	500	

2nd:

1st Payment Paid By:

2nd Payment Paid By:

Paid In Protest: Sold & Assigned:

Paid As Subsequent: Dont Publish: A

Adj Rcpt # 1st Payment 2nd Payment

Tax Sale Yr: 2012 Cert#: 2012-00054

NSF Check: Taxes Spc Assess

County: 12.04

Twp/City:

Sch Ag: 10.28

Sch NA/00

Other:

Sp Asses:

Current HEIRS OF D T GILLISPIE

Owner & C/O WILMER AFRAID OF HIS HORSE

Address PO BOX 51

OGLALA

SD 57764-0051

Ttl Tax: 22.32 Pmt Still Due:

Adj Tax: 1 54.33

W/Fees: 54.33 2

----- PrvCert\$

\$22.32 to Abate

Tax Year: 2012 Bill#: 649 OglalaLakota County F1=Return  
Source: REAL PROPERTY 15-Digit Key: 240000374813210 F7=Return  
ENTER to Return

Taxpayer: HEIRS OF D T GILLISPIE  
Legal 1: 1155/21166 INT IN W1/2, 13-37-48  
Legal 2:  
Addition:  
CitySpec:

Twp/City: 24 37-48 UNORG  
Sch Dist: 01 OGLALA 65-1  
Tax Dist: 01 TAX DISTRICT #1  
Fire Dst: 01  
Escrow:  
TaxFund:

	<u>TAX DUE</u>	<u>PAID</u>	<u>BY</u>	<u>RCPT#</u>	<u>DATE</u>	<u>INTEREST</u>	<u>AD FEE</u>	<u>CERT</u>	<u>SHERIF</u>
1st:	22.13					2010			

2nd:

1st Payment Paid By:

2nd Payment Paid By:

Paid In Protest: Sold & Assigned:

Paid As Subsequent: Dont Publish: A

Adj Rcpt # 1st Payment 2nd Payment

Tax Sale Yr: 2012 Cert#: 2012-00054

NSF Check: Taxes Spc Assess

County: 11.98

Twp/City:

Sch Ag: 10.15

Sch NA/00

Other:

Sp Asses:

Current HEIRS OF D T GILLISPIE

Owner & C/O WILMER AFRAID OF HIS HORSE

Address PO BOX 51

OGLALA

Ttl Tax:

22.13

----- PrvCert\$

Pmt Still Due:

Adj Tax:

1

42.23

W/Fees:

42.23

2

\$22.13 to Abate



Tax Year: 2013 Bill#: 648 OglalaLakota County F1=Return  
Source: REAL PROPERTY 15-Digit Key: 240000374813210 F7=Return  
ENTER to Return

Taxpayer: HEIRS OF D T GILLISPIE  
Legal 1: 1155/21166 INT IN W1/2, 13-37-48  
Legal 2:  
Addition:  
CitySpec:

Twp/City: 24 37-48 UNORG  
Sch Dist: 01 OGLALA 65-1  
Tax Dist: 01 TAX DISTRICT #1  
Fire Dst: 01  
Escrow:  
TaxFund:

	<u>TAX DUE</u>	<u>PAID</u>	<u>BY</u>	<u>RCPT#</u>	<u>DATE</u>	<u>INTEREST</u>	<u>AD FEE</u>	<u>CERT</u>	<u>SHERIF</u>
1st:	20.40					1649	450		

2nd:

1st Payment Paid By:

Tax Sale Yr: 2012 Cert#: 2012-00054

2nd Payment Paid By:

NSF Check: Taxes Spc Assess

Paid In Protest: Sold & Assigned:

County: 10.89

Paid As Subsequent: Dont Publish: A

Twp/City:

Adj Rcpt # 1st Payment 2nd Payment

Sch Ag: 9.51

Sch NA/00

Other:

Sp Asses:

Current HEIRS OF D T GILLISPIE

----- PrvCert\$

Owner & C/O WILMER AFRAID OF HIS HORSE

Ttl Tax: 20.40 Pmt Still Due:

Address PO BOX 51

Adj Tax: 1 41.39

OGLALA

SD 57764-0051 W/Fees: 41.39 2

\$20.40 to Abate

Tax Year: 2014 Bill#: 655 OglalaLakota County F1=Return  
Source: REAL PROPERTY 15-Digit Key: 240000374813210 F7=Return  
ENTER to Return

Taxpayer: HEIRS OF D T GILLISPIE  
Legal 1: 1155/21166 INT IN W1/2, 13-37-48  
Legal 2:  
Addition:  
CitySpec:

Twp/City: 24 37-48 UNORG  
Sch Dist: 01 OGLALA 65-1  
Tax Dist: 01 TAX DISTRICT #1  
Fire Dst: 01  
Escrow:  
TaxFund:

	<u>TAX DUE</u>	<u>PAID</u>	<u>BY</u>	<u>RCPT#</u>	<u>DATE</u>	<u>INTEREST</u>	<u>AD FEE</u>	<u>CERT</u>	<u>SHERIF</u>
1st:	19.61					1389			

2nd:

1st Payment Paid By:

Tax Sale Yr: 2012 Cert#: 2012-00054

2nd Payment Paid By:

NSF Check: Taxes Sp Assess

Paid In Protest: Sold & Assigned:

County: 10.21

Paid As Subsequent: Dont Publish: A

Twp/City:

Adj Rcpt # 1st Payment 2nd Payment

Sch Ag: 9.40

Sch NA/00

Other:

Sp Asses:

Current HEIRS OF D T GILLISPIE

----- PrvCert\$

Owner & C/O WILMER AFRAID OF HIS HORSE

Ttl Tax: 19.61 Pmt Still Due:

Address PO BOX 51

Adj Tax: 1 33.50

OGLALA

SD 57764-0051 W/Fees: 33.50 2

\$19.61 to Abate

Tax Year: 2015 Bill#: 646 OglalaLakota County F1=Return  
Source: REAL PROPERTY 15-Digit Key: 240000374813210 F7=Return  
ENTER to Return

Taxpayer: HEIRS OF D T GILLISPIE  
Legal 1: 1155/21166 INT IN W1/2, 13-37-48  
Legal 2:  
Addition:  
CitySpec:

Twp/City: 24 37-48 UNORG  
Sch Dist: 01 OGLALA 65-1  
Tax Dist: 01 TAX DISTRICT #1  
Fire Dst: 01  
Escrow:  
TaxFund:

	<u>TAX DUE</u>	<u>PAID</u>	<u>BY</u>	<u>RCPT#</u>	<u>DATE</u>	<u>INTEREST</u>	<u>AD FEE</u>	<u>CERT</u>	<u>SHERIF</u>
1st:	21.08					1282			

2nd:

1st Payment Paid By:

2nd Payment Paid By:

Paid In Protest: Sold & Assigned:

Paid As Subsequent: Dont Publish: A

Adj Rcpt # 1st Payment 2nd Payment

Tax Sale Yr: 2012 Cert#: 2012-00054

NSF Check: Taxes Spc Assess

County: 10.85

Twp/City:

Sch Ag: 10.23

Sch NA/00

Other:

Sp Asses:

Current HEIRS OF D T GILLISPIE

Owner & C/O WILMER AFRAID OF HIS HORSE

Address PO BOX 51

OGLALA

SD 57764-0051

Ttl Tax:

21.08

Adj Tax:

W/Fees:

33.90

----- PrvCert\$

Pmt Still Due:

1 33.90

2

1  
\$21.08 to Abate



Tax Year: 2016 Bill#: 647 OglalaLakota County F1=Return  
Source: REAL PROPERTY 15-Digit Key: 240000374813210 F7=Return  
ENTER to Return

Taxpayer: HEIRS OF D T GILLISPIE  
Legal 1: 1155/21166 INT IN W1/2, 13-37-48  
Legal 2:  
Addition:  
CitySpec:

Twp/City: 24 37-48 UNORG  
Sch Dist: 01 OGLALA 65-1  
Tax Dist: 01 TAX DISTRICT #1  
Fire Dst: 01  
Escrow:  
TaxFund:

	<u>TAX DUE</u>	<u>PAID</u>	<u>BY</u>	<u>RCPT#</u>	<u>DATE</u>	<u>INTEREST</u>	<u>AD FEE</u>	<u>CERT</u>	<u>SHERIF</u>
1st:	20.25					1029			

2nd:

1st Payment Paid By:

2nd Payment Paid By:

Paid In Protest: Sold & Assigned:

Paid As Subsequent: Dont Publish: A

Adj Rcpt # 1st Payment 2nd Payment

Tax Sale Yr: 2012 Cert#: 2012-00054

NSF Check: Taxes Spc Assess

County: 10.28

Twp/City:

Sch Ag: 9.97

Sch NA/00

Other:

Sp Asses:

Current HEIRS OF D T GILLISPIE

Owner & C/O WILMER AFRAID OF HIS HORSE

Address PO BOX 51

OGLALA

SD 57764-0051

Ttl Tax:

20.25

Adj Tax:

W/Fees:

30.54

----- PrvCert\$

Pmt Still Due:

1 30.54

2

\$20.25 to Abate

Tax Year: 2017 Bill#: 654 OglalaLakota County F1=Return  
Source: REAL PROPERTY 15-Digit Key: 240000374813210 F7=Return  
ENTER to Return

Taxpayer: HEIRS OF D T GILLISPIE  
Legal 1: 1155/21166 INT IN W1/2, 13-37-48  
Legal 2:  
Addition:  
CitySpec:

Twp/City: 24 37-48 UNORG  
Sch Dist: 01 OGLALA 65-1  
Tax Dist: 01 TAX DISTRICT #1  
Fire Dst: 01  
Escrow:  
TaxFund:

	<u>TAX DUE</u>	<u>PAID</u>	<u>BY</u>	<u>RCPT#</u>	<u>DATE</u>	<u>INTEREST</u>	<u>AD FEE</u>	<u>CERT</u>	<u>SHERIF</u>
1st:	18.62					760	450		

2nd:

1st Payment Paid By:

Tax Sale Yr: 2012 Cert#: 2012-00054

2nd Payment Paid By:

NSF Check: Taxes Spc Assess

Paid In Protest: Sold & Assigned:

County: 9.56

Paid As Subsequent: Dont Publish: A

Twp/City:

Adj Rcpt # 1st Payment 2nd Payment

Sch Ag: 9.06

Sch NA/00

Other:

Sp Asses:

Current HEIRS OF D T GILLISPIE

----- PrvCert\$

Owner & C/O WILMER AFRAID OF HIS HORSE

Ttl Tax: 18.62 Pmt Still Due:

Address PO BOX 51

Adj Tax: 1 30.72

OGLALA

SD 57764-0051 W/Fees: 30.72 2

\$18.62 to Abate

Tax Year: 2018 Bill#: 661

Source: REAL PROPERTY 15-Digit Key:

OglalaLakota County  
240000374813210

F1=Return

F7=Return

ENTER to Return

Taxpayer: HEIRS OF D T GILLISPIE

Legal 1: UNDIVIDED INTEREST 1155/21166:

Legal 2: W1/2, SEC 13, TWP 37, RG 48

Addition:

CitySpec:

Twp/City: 24 37-48 UNORG

Sch Dist: 01 OGLALA 65-1

Tax Dist: 01 TAX DISTRICT #1

Fire Dst: 01

Escrow:

TaxFund:

	<u>TAX DUE</u>	<u>PAID</u>	<u>BY</u>	<u>RCPT#</u>	<u>DATE</u>	<u>INTEREST</u>	<u>AD FEE</u>	<u>CERT</u>	<u>SHERIF</u>
1st:	29.34					905	450		

2nd:

1st Payment Paid By:

2nd Payment Paid By:

Paid In Protest: Sold & Assigned:

Paid As Subsequent: Dont Publish: A

Adj Rcpt # 1st Payment 2nd Payment

Tax Sale Yr: 2012 Cert#: 2012-00054

NSF Check: Taxes Spc Assess

County: 9.69

Twp/City:

Sch Ag:

Sch NA/OO 19.65

Other:

Sp Asses:

Current HEIRS OF D T GILLISPIE

Owner & C/O WILMER AFRAID OF HIS HORSE

Address PO BOX 51

OGLALA

Ttl Tax:

29.34

Adj Tax:

PrvCert\$

Pmt Still Due:

1 42.89

W/Fees:

42.89

2

\$29.34 to Abate



Tax Year: 2019 Bill#: 651 OglalaLakota County F1=Return  
Source: REAL PROPERTY 15-Digit Key: 240000374813210 F7=Return  
ENTER to Return  
Taxpayer: HEIRS OF D T GILLISPIE Twp/City: 24 37-48 UNORG  
Legal 1: UNDIVIDED INTEREST 1155/21166: Sch Dist: 01 OGLALA 65-1  
Legal 2: W1/2, SEC 13, TWP 37, RG 48 Tax Dist: 01 TAX DISTRICT #1  
Addition: Fire Dst: 01  
CitySpec: Escrow:  
TaxFund:

	<u>TAX DUE</u>	<u>PAID</u>	<u>BY</u>	<u>RCPT#</u>	<u>DATE</u>	<u>INTEREST</u>	<u>AD FEE</u>	<u>CERT</u>	<u>SHERIF</u>
1st:	29.02					605			
2nd:									

1st Payment Paid By:	Tax Sale Yr: 2012	Cert#: 2012-00054
2nd Payment Paid By:	NSF Check:	<u>Taxes</u> <u>Spc Assess</u>
Paid In Protest:	Sold & Assigned:	County: 9.61
Paid As Subsequent:	Dont Publish: A	Twp/City:
Adj Rcpt # 1st Payment 2nd Payment	Sch Ag:	Sch NA/00 19.41
	Other:	
	Sp Asses:	

Current	HEIRS OF D T GILLISPIE	-----	PrvCert\$
Owner &	C/O WILMER AFRAID OF HIS HORSE	Ttl Tax: 29.02	Pmt Still Due:
Address	PO BOX 51	Adj Tax: 1	35.07
	OGLALA	W/Fees: 35.07	2
	SD 57764-0051		

\$29.02 to Abate

Tax Year: 2020 Bill#: 651

Source: REAL PROPERTY 15-Digit Key:

OglalaLakota County

240000374813210

F1=Return

F7=Return

ENTER to Return

Taxpayer: HEIRS OF D T GILLISPIE

Legal 1: UNDIVIDED INTEREST 1155/21166:

Legal 2: W1/2, SEC 13, TWP 37, RG 48

Addition:

CitySpec:

Twp/City: 24 37-48 UNORG

Sch Dist: 01 OGLALA 65-1

Tax Dist: 01 TAX DISTRICT #1

Fire Dst: 01

Escrow:

TaxFund:

	<u>TAX DUE</u>	<u>PAID</u>	<u>BY</u>	<u>RCPT#</u>	<u>DATE</u>	<u>INTEREST</u>	<u>AD FEE</u>	<u>CERT</u>	<u>SHERIF</u>
1st:	30.13					326	450		

2nd:

1st Payment Paid By:

2nd Payment Paid By:

Paid In Protest: Sold & Assigned:

Paid As Subsequent: Dont Publish: A

Adj Rcpt # 1st Payment 2nd Payment

Tax Sale Yr: 2012 Cert#: 2012-00054

NSF Check: Taxes Spc Assess

County: 10.01

Twp/City:

Sch Ag:

Sch NA/00 20.12

Other:

Sp Asses:

Current HEIRS OF D T GILLISPIE

Owner & C/O WILMER AFRAID OF HIS HORSE

Address PO BOX 51

OGLALA

SD 57764-0051

Ttl Tax:

30.13

Adj Tax:

1

W/Fees:

37.89

----- PrvCert\$

Pmt Still Due:

1

37.89

2

\$30.13 to Abate

Tax Year: 2021 Bill#: 651 OglalaLakota County F1=Return  
Source: REAL PROPERTY 15-Digit Key: 240000374813210 F7=Return  
ENTER to Return

Taxpayer: HEIRS OF D T GILLISPIE  
Legal 1: UNDIVIDED INTEREST 1155/21166:  
Legal 2: W1/2, SEC 13, TWP 37, RG 48  
Addition:  
CitySpec:

Twp/City: 24 37-48 UNORG  
Sch Dist: 01 OGLALA 65-1  
Tax Dist: 01 TAX DISTRICT #1  
Fire Dst: 01  
Escrow:  
TaxFund:

	<u>TAX DUE</u>	<u>PAID</u>	<u>BY</u>	<u>RCPT#</u>	<u>DATE</u>	<u>INTEREST</u>	<u>AD FEE</u>	<u>CERT</u>	<u>SHERIF</u>
1st:	30.09					50			

2nd:

1st Payment Paid By:

Tax Sale Yr: 2012 Cert#: 2012-00054

2nd Payment Paid By:

NSF Check: Taxes Spc Assess

Paid In Protest: Sold & Assigned:

County: 10.25

Paid As Subsequent: Dont Publish: A

Twp/City:

Adj Rcpt # 1st Payment 2nd Payment

Sch Ag:

Sch NA/00 19.84

Other:

Sp Asses:

Current HEIRS OF D T GILLISPIE

----- PrvCert\$

Owner & C/O WILMER AFRAID OF HIS HORSE

Ttl Tax: 30.09 Pmt Still Due:

Address PO BOX 51

Adj Tax: 1 30.59

OGLALA

SD 57764-0051 W/Fees: 30.59 2

\$30.09 to Abate



Key: 24000 03748 23200 Assessor Level F2=Boards F20=Notes  
23-037-48 OglalaLakota County Owner F3=Soils F4=Sales  
Taxpayer Name: USA IN TRUST FOR GILLESPIE Occ F5=5 Yrs Taxable\$  
Second Name: C/O WILMER AFRAID OF HIS HORSE N F6=Sp Assmts F8=Tax  
Mailing Address: PO BOX 51 F9=FAQs F10=Prv \$  
OGLALA SD 57764 51 F11=Log F13=ROB  
Property Address: Special Asmnt: Others:

Registered MH#: Chgd From: Inspected 0/00/00  
DISTS: Sch 01 Tax 01 Fire 01 Xmpt: T TRUST LAND Escrow  
ParentRP# Legal Dsc1: UNDIVIDED INTEREST 2/3: NW1/4,  
2: SEC 23, TWP 37, RG 48 3: (TOTAL ACRES 160)  
4: 5:  
6: 7:

DESC	CLSS	# ACRES	LOTBLD	F&T VALUE	GROWTH	EXEMPT CODE	FINAL VAL
Ag Land							
Ag Bldg							
Non-Ag Land	C	106.66					
Non-Ag Bldg							
Other Bldgs							

Comments: SHOULD HAVE BEEN IN TRIBAL TRUST ALL ALONG Qry Flag:  
Temp Flag:

Should have been in Tribal Trust in  
2014

Tax Year: 2014 Bill#: 660 OglalaLakota County F1=Return  
Source: REAL PROPERTY 15-Digit Key: 240000374823200 F7=Return  
ENTER to Return

Taxpayer: GILLESPIE, D T HEIRS OF Twp/City: 24 37-48 UNORG  
Legal 1: 2/3 UNDIVIDED INTEREST IN NW1/4, Sch Dist: 01 OGLALA 65-1  
Legal 2: SEC 23-37-48 (ASSESSED FOR 106.66 A Tax Dist: 01 TAX DISTRICT #1  
Addition: Fire Dst: 01  
CitySpec: Escrow:  
TaxFund:

	<u>TAX DUE</u>	<u>PAID</u>	<u>BY</u>	<u>RCPT#</u>	<u>DATE</u>	<u>INTEREST</u>	<u>AD FEE</u>	<u>CERT</u>	<u>SHERIF</u>
1st:	56.38					7987			
2nd:	56.38								

1st Payment Paid By:	Tax Sale Yr: 2012	Cert#: 2012-00055
2nd Payment Paid By:	NSF Check:	<u>Taxes</u> <u>Spc Assess</u>
Paid In Protest:	Sold & Assigned:	County: 58.73
Paid As Subsequent:	Dont Publish: A	Twp/City:
<u>Adj</u> <u>Rcpt #</u> <u>1st Payment</u> <u>2nd Payment</u>	Sch Ag:	54.03
	Sch NA/OO	
	Other:	
	Sp Asses:	

Current	USA IN TRUST FOR GILLESPIE	-----	PrvCert\$
Owner &	C/O WILMER AFRAID OF HIS HORSE	Ttl Tax:	112.76
Address	PO BOX 51	Adj Tax:	1
	OGLALA	W/Fees:	192.63
	SD 57764-0051		2
			56.38

Amount To Abate: \$112.76

Applicant further states that the description of the property taxed, the year when taxed, the valuation thereof, the amount of state tax if any, the amount of the consolidated tax, and the amount of abatement or refund of taxes asked for are as set out in the schedule hereto attached.

Wherefore, applicant asks said board of county commissioners to grant the relief required by law in such cases made and provided.

USA in Trust for Gillespie  
C/O Wilmer Afraid of His Horse  
P. O. Address PO Box 51  
Oglala SD 57764

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires \_\_\_\_\_

Notary Public

APPLICANT SHOULD USE THIS SPACE FOR FULL DESCRIPTION OF PROPERTY

DESCRIPTION OF PROPERTY	YEAR	VALUATION	STATE TAX	Consolidated Tax	Amt. of Abatement or Refund	
					Asked	Allowed
Undivided Interest 2/3: NW 1/4, Sec 23, Twp 37, Rg 48 (Total Acres 160)	2014	9,670		\$112.76	\$112.76	

Approved - Disapproved by City or Township Board \_\_\_\_\_, 20\_\_\_\_\_  
Dated \_\_\_\_\_, 20\_\_\_\_\_  
Chairman City or Twp. Board.  
Approved by authority of Subdivision of SDCL-10-18-1.  
Dated \_\_\_\_\_, 20\_\_\_\_\_  
Chairman County Board.  
Rejected: \_\_\_\_\_  
Reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Dated \_\_\_\_\_, 20\_\_\_\_\_  
Chairman County Board.  
Applicant advised of action by notice dated \_\_\_\_\_, 20\_\_\_\_\_  
County Auditor.

No. \_\_\_\_\_  
APPLICATION FOR  
ABATEMENT OR REFUND  
of  
Mr. \_\_\_\_\_  
P. O. \_\_\_\_\_  
OFFICE OF COUNTY AUDITOR  
County  
Received and filed in my office on  
\_\_\_\_\_, 20\_\_\_\_\_  
County Auditor.  
By \_\_\_\_\_  
Deputy.



## APPLICATION FOR ABATEMENT OR REFUND OF TAXES

TO THE BOARD OF COUNTY COMMISSIONERS OF Oglala Lakota COUNTY,  
SOUTH DAKOTA:

STATE OF SOUTH DAKOTA

County of Oglala Lakota } ss.

USA in Trust For Gillespie, being first duly sworn deposes  
and says that he has ground        for abatement or refund of taxes under the provisions of SDCL-10-18-1  
as indicated by an "x" opposite the following applicable provisions of such statute or as otherwise  
stated:

- ☐ 1. When an error has been made in any identifying entry or description of the property, in entering the valuation thereof or in the extension of the tax, to the injury of the complainant;
- ☐ 2. When improvements on any real property were considered or included in the valuation thereof, which did not exist thereon at the time fixed by law for making assessment;
- ☒ 3. When the complainant or the property is exempt from the tax;
- ☐ 4. When the complainant had no taxable interest in the property assessed against him at the time fixed by law for making the assessment;
- ☐ 5. When taxes have been erroneously paid or error made in noting payment or issuing receipt therefor;
- ☐ 6. When 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 thereon for such year has been paid; provided that no tax shall be abated on any real property which has been sold for taxes, while a tax certificate is outstanding.

This property should have been in Tribal  
Trust in 2014. Asking to abate total  
tax amount of \$112.76.

Lily Fahlvik 9/7/22