

**OGLALA LAKOTA COUNTY COMMISSIONERS
REGULAR MEETING AGENDA
COURTHOUSE – THIRD FLOOR MEETING ROOM
906 NORTH RIVER STREET, HOT SPRINGS SD
WEDNESDAY, NOVEMBER 8, 2023**

CELL PHONE USAGE IS PROHIBITED DURING THE MEETING

**1:00 Call Meeting to Order
Pledge of Allegiance**

Action agenda items for consideration:

- Review Agenda for Conflicts; Approve Agenda
- Approve minutes of the Oglala Lakota County Commissioners for October 10, October 11 and October 27, 2023
- Approve Auditor's Account with the Treasurer for September 2023
- Set year end meeting date
- Set Supplement and Contingency Hearing for December 13, 2023 at 9:30 am
- Teresa Pullen's written report regarding DANR/EPA correspondence
- Approve removal of deceased individuals with County liens, 1st batch

1:05 Lynx Bettelyoun, Highway Superintendent-

- Contract Proposal from Banner Associates, Inc. for Architectural/Engineering Design Services for a new maintenance shop; possible action
- Quote for Rotary Cutter GX-150 from Butler Machinery; possible action; or
- Quote for Rotary Cutter FX-1800 from Butler Machinery; possible action
- Private Road Maintenance-Sunny Beckwith, \$215.00; possible action
- Private Road Maintenance-Jensen Farm & Ranch, LLC/Ron Jensen, \$476.00; possible action
- 10/30/2023 – 11/6/2023 Approve Sheriff Department fuel transfer to reimburse the Highway Department 45.6 gallons @ \$3.33 = \$151.85
- Submit Monthly Report, possible action

1:25 Jerlene Arredondo, Veteran Service Officer-

- Submit Monthly Report; possible action
- Discussion on new office location; possible action
- Updates

1:35 Wendell Yellow Bull-

- Motion to move \$100,000.00 from General Fund Cash to General Fund Restricted; possible action

1:45 Vanessa Plume, Sheriff-

- **Submit Monthly Report; possible action**
- **Discussion regarding budget; possible action**
- **Updates**

2:00 Sue Ganje, Auditor-

- **Sue Ganje, Auditor-*Report on balance of available restricted cash (ARPA); possible action**
- **Advise of updates to Policy for review for next meeting; possible action**

2:50 Approve Bills

2:55 Public Comment

3:00 Executive Session, SDCL 1-25-2 (1) Personnel; Executive Session, 1-25-2 (3) Legal

Adjourn

The below Conference Call information is assigned for Commissioner use when unable to attend in person and pre-arranged agenda items where the presenter is unavailable in person.

Conference Call information (if applicable): 1 (848) 777-1212; Conference ID# - 65268689

Agendas are set 24 hours prior to a meeting, any items added at the meeting will be heard for informational purposes only, if any items require action, such action will be deferred to the next meeting.

Oglala Lakota County fully subscribes to the Americans with Disabilities Act. If you desire to attend this public meeting and need accommodations, please notify the Auditor's office, (605) 745-5130, 24 hours prior to the meeting so that appropriate services and auxiliary aids are available.

OGLALA LAKOTA COUNTY UNAPPROVED SPECIAL MEETING MINUTES,
OCTOBER 10, 2023

The Oglala Lakota Board of County Commissioner met for a Special meeting October 10, 2023. Present: Allyssa Comer, Art Hopkins, Wendell Yellow Bull, Julie Tomlinson, Deputy Auditor and Cindy Burns, Auditor Administrative Assistant. Absent: Anna Takes the Shield (Dubray), Ramon Bear Runner.

The meeting was called to order at 10:37 a.m. by Vice-Chairwoman Comer and the Pledge of Allegiance was given. The agenda was reviewed for conflicts. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED.

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

Ramon Bear Runner entered the meeting at 11:05 a.m.

Items discussed beyond policy changes and wording, included Hopkins wanting to hire a Deputy State's Attorney and have 1 employee per office. Bear Runner wants to hire a County Administrator/Executive Director.

Bear Runner left the meeting at 12:05 p.m.

The Board met to go over the Employee Policy document dated August 2022.

Break was taken at 12:30 p.m. and resumed at 1:00 p.m. ~

Motion made by Yellow Bull, seconded by Hopkins, to adjourn at 2:20 p.m.

/s/ Allyssa Comer

Allyssa Comer, Vice-Chairwoman

Board of Oglala Lakota County Commissioners

ATTEST:

/s/ Sue Ganje

Sue Ganje, Oglala Lakota
County Auditor

OGLALA LAKOTA COUNTY APPROVED MINUTES OF OCTOBER 11, 2023

The Oglala Lakota Board of County Commissioners met in regular session on October 11, 2023. Present: Ramon Bear Runner, Allyssa Comer, Art Hopkins, Wendell Yellow Bull and Sue Ganje, Auditor. Absent: Anna Takes the Shield (Dubray).

The Pledge of Allegiance was given, and meeting was called to order at 1:08 p.m. by Allyssa Comer, Vice-Chairwoman. The agenda was reviewed for conflicts. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED.

Motion made by Yellow Bull, seconded by Bear Runner, to approve the agenda with the addition of setting a date for a Special Meeting to work on Policy.

Motion made by Yellow Bull, seconded by Hopkins, to approve the meeting minutes from September 8, 2023 and September 22, 2023.

Motion made by Yellow Bull, seconded by Bear Runner, to approve the August 2023 Auditor's Account with the Treasurer.

Motion made by Yellow Bull, seconded by Bear Runner, to approve travel for Bobbie Janis, Auditor Administrative Assistant, to attend the Auditor's Election Workshop in Pierre October 18 & 19, 2023.

Motion made by Yellow Bull, seconded by Bear Runner, to set a Supplement & Contingency Hearing for November 8, 2023 at 1:45 pm.

Motion made by Yellow Bull, seconded by Hopkins, to approve setting a Special Meeting on October 27, 2023 to work on Policy along with a few business items.

Kim McNemar, Behavior Management Systems and Ramon Bear Runner, acting on behalf of Oglala Lakota Housing Authority, met with the Board to present a request of a contribution of \$100,000.00 to enter into an MOU with OLHA, Behavior Management Systems and the County, with BMS as a Certified agency to confirm that Federal Funding requirements are followed. Bear Runner noted the overcrowding in existing housing and a change from low income housing to supportive housing. Gene Tyon, Oaye Luta Okolakiciye (Moving Forward in a Sacred Way) was also present to meet with the Board regarding his involvement with the project.

Motion made by Bear Runner, seconded by Yellow Bull, to move the request to the next regular meeting on November 8, 2023 after the applicants have come up with a budget that shows the need of the requested \$100,000.00.

Motion made by Bear Runner, seconded by Yellow Bull, to go into executive session with Rebecca Mann, Attorney with Gunderson, Palmer, Nelson and Ashmore, LLP, for legal as per SDCL 1-25-3 (3) at 1:45 pm.

The Board was declared out of executive session by Vice-Chairwoman Comer at 2:13 pm.

Lynx Bettelyoun, Highway Superintendent, met with the Board to get authorization to contact Banner & Associates to provide an estimate for engineering services on County roads. Motion made by Yellow Bull, seconded by Hopkins to move forward with contacting Banner & Associates to request a quote for the expansion of the county highway department.

Motion made by Yellow Bull, seconded by Hopkins to accept the one and only fuel bid submitted by Vollan Oil for 2,000 gallons of no ethanol gasoline at \$3.33/gallon and 5,000 gallons of 50/50 dyed diesel at \$4.09/gallon.

Bettelyoun offered to donate 200 hours of sick leave to Audrey Martinez, Administrative Assistant. Motion made by Bear Runner, seconded by Hopkins, to allow Bettelyoun to donate up to 200 hours of sick leave to Audrey Martinez for her current medical absences.

Motion made by Yellow Bull, seconded by Bear Runner, to accept and place on file, the Highway Department updates which included: Hauling 500 tons of gravel to CR 26, 50 tons to CR 2 and 50 tons to CR 4; blading 16A, 2, 4, 11, 7, 15, 15L, 17 16 & 9; grooming 16, 7 & 4; mowing 26, 15L, Winter, 24C 24, 15, 17, 16, 27, 2, 4, 9, 25, 11 & 13; fencing on 27; equipment repair: replaced heater hose on 2008 Kenworth; changed oil on 2018 950 Loader; fixed hitch & fixed 3 tires on Batwing mower; replaced hydro hose on 2018 Backhoe; installed 2 auto gates on Rd 6 and reshaping on 27.

Jerlene Arredondo, Veteran Service Officer, met with the Board to present updates for September. She noted that there were quite a few individuals that reached out questioning the \$500.00 MOAA grant that was given out. She also wanted to let everyone know that, due to the new PACT Act, a lot more veterans are now able to qualify for VA healthcare. She has assisted with a lot of DD214 acquisitions because the store in Pine Ridge gives food to Veterans once per month, but they need to provide the document for proof. She is currently working with a family of a deceased Veteran, who is eligible to receive a Purple Heart posthumously. There will be a ceremony honoring Veterans who are age 90 and above at the Prairie Wind Casino on Veteran's Day. She is currently getting ready to move into the new location.

The Board also reviewed the VSO report. Motion made by Yellow Bull, seconded by Hopkins, to accept the VSO report for September 2023 and place on file.

Sue Ganje, Auditor, met with the Board to amend the 2024 Levy Resolution. This is due to the centrally assessed utilities, and increase to value, which creates a smaller mill levy. She is still working on a recap of the available restricted cash in the budget.

Motion made by Bear Runner, seconded by Yellow Bull, to amend the 2024 Levy Resolution as follows:

UGLALA LAKOTA COUNTY UNAPPROVED SPECIAL MEETING MINUTES, OCTOBER 27, 2023

The Oglala Lakota Board of County Commissioners met for a Special meeting October 27, 2023. Present: Allyssa Comer, Art Hopkins, Wendell Yellow Bull, Julie Tomlinson, Deputy Auditor and Cindy Burns, Auditor Administrative Assistant. Absent: Anna Takes the Shield (Dubray), Ramon Bear Runner.

The meeting was called to order at 11:20 a.m. by Vice-Chairwoman Comer. The agenda was reviewed for conflicts. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED.

Motion made by Yellow Bull, seconded by Hopkins, to approve the agenda with the amendment of adding the corrected 2024 Annual Budget and Levy Resolution.

At this time the meeting turned to working on the Employee Policy document dated August 2022.

The Board decided to work through lunch and not take a break.

Motion made by Yellow Bull, seconded by Hopkins to approve the following 2024 Budget Levy Resolution as follows:

Appendix D4: Adopted Budget Levies & Resolution

ANNUAL BUDGET FOR OGLALA LAKOTA COUNTY, SD
For the Year January 1, 2024 to December 31, 2024

[illegible]

RESOLUTION

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, 2024 and ending December 31, 2024 and the same is hereby approved and adopted by the Board of County Commissioners of Oglala Lakota County, South Dakota, this 8th day of September, 2023. The Annual Budget so adopted is available for public inspection during normal business hours at the office of the county auditor Oglala Lakota, County, South Dakota. The accompanying taxes are levied by Oglala Lakota County for the year January 1, 2024 through December 31, 2024.

| | | |
|--|------------|-------|
| UNLIMITED LEVY - SUB TOTAL | - | |
| LIMITED AND UNLIMITED LEVY - SUB-TOTAL | 333,996.00 | 5.008 |
| OTHER SPECIAL LEVIES | | |
| Secondary Road (Unorg. PT-76) | | |
| (31-12-27) | | |
| Fire Protection (34-31-3) | 6,281.00 | 0.094 |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL TAXES LEVIED BY COUNTY | 340,277.00 | 5.102 |

BOARD OF COUNTY COMMISSIONERS OF
Oglala Lakota County, South Dakota

Anna Takes the Shield (Dubray), Chairwoman

Allyssa Comer, Commissioner
/S/ Allyssa Comer

Art Hopkins, Commissioner
/S/ Art Hopkins

Ramon Bear Runner, Commissioner

Wendell Yellow Bull, Commissioner
/S/ Wendell Yellow Bull

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

ATTEST Sue Ganje Auditor
/S/ Sue Ganje

As of 09/08/2023 these levies are not approved by the Department of Revenue

Break was taken at 2:50 p.m. The meeting resumed at 3:08 p.m.

Motion made by Yellow Bull, seconded by Hopkins, to move the Auditor's report on Balance of available surplus cash (ARPA) to the next meeting due to the Auditor needing more time to complete the report.

Motion made by Yellow Bull, seconded by Hopkins, to approve hiring Merlin Jacobson with a CDL at \$20.00/hour, Seasonal for the Highway Department to begin immediately.

Vanessa Plume, Sheriff, met with the Board to discuss hire approval and equipment. The Board asked if she had seen a Law Enforcement Policy. She had but said that it was poorly written and would like to draft one of her own for them to proof. The Board asked Plume to limit additional purchases until they have a chance to look over the budget with her and the Auditor.

Motion made by Yellow Bull, seconded by Hopkins, to approve hiring Ronald Jesse Red Owl as Deputy Sheriff at \$19.60/hr effective immediately.

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

| GENERAL FUND | | |
|---------------------------|------------------------|------------|
| AT&T MOBILITY | WIRELESS PHONE SHERIFF | \$95.85 |
| AT&T TELECONFERENCE | PHONE CONFERENCE SER | \$27.18 |
| BEAM INSURANCE ADMIN. LLC | VISION PLAN | \$40.89 |
| CENTURY BUSINESS | COPIER LEASE/METER | \$185.41 |
| DELTA DENTAL OF SD | DENTAL PLAN | \$114.50 |
| ELECTION SYSTEMS & SOFT | 2024 ELECTION SOFTWA | \$1,535.63 |
| EFTPS | EFTPS PAYROLL TAXES | \$1,754.49 |
| GOLDEN WEST | LOCAL PHONE/EMAIL/LO | \$205.00 |
| HOPKINS, ARTHUR L | MILEAGE | \$108.12 |

| | | |
|---------------------------------|--|--------------------|
| JANIS, BOBBIE | TRAVEL REIMBURSEMENT | \$66.00 |
| KNOWINK, LLC | ELECTION POLL PAD SO | \$2,250.00 |
| KOLETZKY LAW OFFICE | MI PETITION | \$224.70 |
| LYNN'S DAKOTA MART | COMMISSION MTG SNACKS | \$88.69 |
| MASTEL, BRUCE | WEB HOST/UPDATE/SERV | \$35.00 |
| MONUMENT HEALTH | MORGUE FEE | \$461.00 |
| QUADIENT FINANCE USA, INC | POSTAGE | \$363.13 |
| PENNINGTON COUNTY JAIL | INMATE HOUSING | \$380.00 |
| PENNINGTON COUNTY | MI HEARING | \$54.00 |
| CITY OF RAPID CITY | BLOOD DRAW ANALYSIS | \$40.00 |
| SD ASSN OF COUNTY COMM. | CATASTROPHIC LEGAL P | \$114.00 |
| SD ASSN OF COUNTY COMM. | NATIONAL CNTR FOR PU | \$1,000.00 |
| SD DEPT OF REVENUE | AUTO/MI STATE REMITT | \$1,267.59 |
| SD STATE RETIREMENT | SDRS CONTRIBUTIONS | \$1,085.53 |
| SOUTHERN HILLS LAW PLLC | CAAF | \$554.86 |
| STURGIS RESPONDER SUPPLY | BULLET PROOF VEST | \$1,232.80 |
| THOMSON REUTERS - WEST | SUBSCRIPTION | \$155.00 |
| YELLOW BULL, WENDELL | MILEAGE | \$66.30 |
| COMER, ALLYSSA | MILEAGE | \$74.46 |
| COMMISSIONERS | OCTOBER SALARIES | \$1,450.00 |
| STATE'S ATTORNEY | OCTOBER SALARIES | \$500.00 |
| VETERAN SERVICE OFFICE | OCTOBER SALARIES | \$3,189.33 |
| SHERIFF | OCTOBER SALARIES | \$3,726.92 |
| CORONER | OCTOBER SALARIES | \$700.00 |
| | TOTAL FOR GENERAL FUND | \$23,146.38 |
| COUNTY ROAD & BRIDGE | | |
| AT&T MOBILITY | WIRELESS PHONE SHERI | \$94.43 |
| BEAM INSURANCE ADMIN. LLC | VISION PLAN | \$22.92 |
| DELTA DENTAL OF SD | DENTAL PLAN | \$274.70 |
| EFTPS | EFTPS PAYROLL TAXES | \$4,038.58 |
| GREAT PLAINS COMMUNICATIO | LOCAL PHONE & INTERN | \$220.68 |
| MCI COMM SERVICE | LONG DISTANCE | \$54.49 |
| SD STATE RETIREMENT | SDRS CONTRIBUTIONS | \$2,140.33 |
| COUNTY ROAD & BRIDGE | OCTOBER SALARIES | \$17,523.57 |
| | TOTAL FOR COUNTY ROAD & BRIDGE | \$24,369.70 |
| | TOTAL FOR BILLS PAID 10-12 THROUGH 10-27-2023 | \$47,516.08 |

Motion made by Yellow Bull, seconded by Hopkins, to adjourn at 3:27 p.m.

/s/ Allyssa Comer
Allyssa Comer, Vice-Chairwoman

Board of Oglala Lakota County Commissioners

ATTEST:

/s/ Sue Ganje

Sue Ganje, Oglala Lakota
County Auditor

ANNUAL BUDGET FOR OGLALA LAKOTA COUNTY, SD
For the Year January 1, 2024 to December 31, 2024

Tax Levy in

RESOLUTION

| COUNTY TAX LEVIES | Dollars | \$'s/1,000 |
|-------------------------------------|-------------------|-------------------|
| WITHIN LIMITED LEVY: | | |
| * General County Purposes | 333,964.00 | 5.088 |
| (10-12-9) | | |
| Library | | |
| | | |
| | | |
| | | |
| LIMITED LEVY (10-12-21) - | | |
| SUB TOTAL | | |
| OUTSIDE LIMITED LEVY: | 333,964.00 | 5.088 |
| 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) | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| UNLIMITED LEVY - SUB TOTAL | - | - |
| | | |
| LIMITED AND UNLIMITED | | |
| LEVY - SUB-TOTAL | 333,964.00 | 5.088 |
| OTHER SPECIAL LEVIES | | |
| Secondary Road (Unorg. PT-76) | | |
| (31-12-27) | | |
| Fire Protection (34-31-3) | 6,280.00 | 0.096 |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL TAXES LEVIED BY COUNTY | 340,244.00 | 5.184 |

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

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, 2024 and ending December 31, 2024 and the same is hereby approved and adopted by the Board of County Commissioners of Oglala Lakota County, South Dakota, this 8th day of September, 2023. The Annual Budget so adopted is available for public inspection during normal business hours at the office of the county auditor Oglala Lakota, County, South Dakota. The accompanying taxes are levied by Oglala Lakota County for the year January 1, 2024 through December 31, 2024.

BOARD OF COUNTY COMMISSIONERS OF Oglala Lakota County, South Dakota

/s/ Anna Takes the Shield (Dubray)

Anna Takes the Shield (Dubray), Chairwoman

/s/ Allyssa Comer

Allyssa Comer, Commissioner

/s/ Art Hopkins

Art Hopkins, Commissioner

/s/ Ramon Bear Runner

Ramon Bear Runner, Commissioner

/s/ Wendell Yellow Bull

Wendell Yellow Bull, Commissioner

ATTEST

/s/ Sue Ganje

Sue Ganje, Auditor

As of 09/08/2023 these levies are not approved by the Department of Revenue

Motion made by Yellow Bull, seconded by Hopkins, to contribute the requested \$1,000.00 in support of the National Center for Public Lands from the Local Assistance and Tribal Contingency Fund.

Commissioner Bear Runner asked for discussion with the Board regarding the hiring of a County Administrator/Executive Director. Sue will do research on hiring a Commission Assistant.

Teresa Pullen, Treasurer, met with the Board to discuss the proposed Property Tax Payment Plan Agreement. Some of the items that were discussed was; owner of the property must live in the home, must qualify by income, the payments have to remain current to stay on the plan, the plan will only be used for delinquent taxes, taxes must be at least three years delinquent, all future taxes must remain current and the plan will only be offered one time. After discussion, the Board decided that they didn't want to make living in the home part of the criteria.

Motion made by Yellow Bull, seconded by Hopkins, to approve the Property Tax Payment Agreement with the removal of the stipulation where the taxpayer had to live in the home.

Pullen noted that she has started the process of taking Tax Deeds. She also noted that she is pursuing individuals who have liens against them that live in Oglala Lakota County by putting their name in the newspaper and on Facebook. She will keep the Board updated on the progress.

Motion made by Yellow Bull, seconded by Hopkins, to pursue lien collections as described by the County Treasurer.

Motion made by Yellow Bull, seconded by Hopkins to instruct Pullen to talk to Curtis Temple about doing a probate on the property next to the Highway Shop and then quit claim the property to the County. In return, the County would waive a portion of the interest that has accrued on other properties that are delinquent that he pays taxes on.

Motion made by Yellow Bull, seconded by Comer to approve the bills as follows:

| GENERAL FUND | | |
|---------------------------|----------------------|------------|
| ARREDONDO, JERLENE | MILEAGE | \$59.16 |
| AT&T MOBILITY | WIRELESS PHONE SHERI | \$95.61 |
| AT&T TELECONFERENCE | PHONE CONFERENCE SER | \$39.61 |
| BEAR RUNNER, RAMON | MILEAGE | \$66.30 |
| BEAR RUNNER, RAMON | MILEAGE | \$66.30 |
| BEAR RUNNER, RAMON | MILEAGE | \$66.30 |
| BEAM INSURANCE ADMIN. LLC | VISION PLAN | \$40.89 |
| BEST WESTERN PLUS RAMKOTA | SD COUNTY CONVENTION | \$1,010.00 |
| CENTURY BUSINESS | COPIER LEASE/METER | \$197.21 |
| CENTURY BUSINESS | COPIER LEASE/USAGE | \$208.28 |

| | | |
|---------------------------|-----------------------------------|-------------|
| DELTA DENTAL OF SD | DENTAL PLAN | \$114.50 |
| TAKES THE SHIELD, ANNA | MILEAGE | \$51.00 |
| EFTPS | EFTPS PAYROLL TAXES | \$1,681.89 |
| ENGBRETSON, MELODY | TRAVEL REIMBURSEMENT | \$483.92 |
| FALL RIVER CO. SHERIFF | INMATE HOUSING | \$2,375.00 |
| FALL RIVER HEALTH SERVICE | INMATE MEDICAL | \$2,549.86 |
| GOLDEN WEST | LOCAL PHONE/EMAIL/LO | \$194.00 |
| GOLDEN WEST | LOCAL PHONE/EMAIL/LO | \$122.43 |
| HOPKINS, ARTHUR L | MILEAGE | \$108.12 |
| HOPKINS, ARTHUR L | MILEAGE | \$108.12 |
| HOPKINS, ARTHUR L | MILEAGE | \$108.12 |
| LAKOTA TIMES | PUBLICATION | \$269.64 |
| LYNN'S DAKOTA MART | MEETING SNACKS/WATER | \$26.46 |
| MASTEL, BRUCE | WEB HOST/UPDATE/SERV | \$35.00 |
| MASTERCARD | COUNTY CREDIT CARD | \$189.80 |
| QUADIENT FINANCE USA, INC | POSTAGE | \$590.87 |
| OGLALA SIOUX TRIBE | MONTHLY RENT/VSO OFF | \$100.00 |
| QUALITY INN PIERRE | METH CONFERENCE/HOTE | \$308.00 |
| RELIANCE STANDARD LIFE | LIFE INSURANCE | \$32.00 |
| SD DEPT OF HEALTH | BLOOD ANALYSIS FROM | \$275.00 |
| OL COUNTY TREASURER | SALES TAX | \$7.30 |
| SD DEPT OF REVENUE | AUTO/MI STATE REMITT | \$60.00 |
| SD STATE RETIREMENT | SDRS CONTRIBUTIONS | \$1,051.96 |
| YELLOW BULL, WENDELL | MILEAGE | \$66.30 |
| YELLOW BULL, WENDELL | MILEAGE | \$66.30 |
| YELLOW BULL, WENDELL | MILEAGE | \$66.00 |
| YELLOW BULL, WENDELL | MILEAGE | \$66.30 |
| YELLOW BULL, WENDELL | MILEAGE CHECK MESSED | -\$66.30 |
| PINE RIDGE GIRLS SCHOOL | REPLACEMENT TREASURE | \$15.33 |
| COMER, ALLYSSA | MILEAGE | \$97.92 |
| COMER, ALLYSSA | MILEAGE | \$97.92 |
| COMER, ALLYSSA | MILEAGE | \$97.92 |
| COMMISSION | SEPTEMBER SALARIES | \$1,500.00 |
| ST ATTY | SEPTEMBER SALARIES | \$500.00 |
| VETERAN SERVICE OFFICE | SEPTEMBER SALARIES | \$3,189.33 |
| SHERIFF | SEPTEMBER SALARIES | \$3,726.92 |
| CORONER | SEPTEMBER SALARIES | \$175.00 |
| | TOTAL FOR GENERAL FUND | \$22,291.59 |
| COUNTY ROAD & BRIDGE | | |

| | | |
|------------------------------|--|--------------|
| AT&T MOBILITY | WIRELESS PHONE SHERI | \$94.31 |
| BEAM INSURANCE ADMIN. LLC | VISION PLAN | \$30.56 |
| BUTLER MACHINERY CO. | EQUIP/REPAIR | \$1,283.75 |
| CULLIGAN | UTILITY | \$49.00 |
| DELTA DENTAL OF SD | DENTAL PLAN | \$274.70 |
| EFTPS | EFTPS PAYROLL TAXES | \$4,407.96 |
| FERGUSON, KELLY | GRAVEL | \$40,000.00 |
| BUCHE HARDWARE & LUMBER | SUPPLIES | \$300.27 |
| GREAT PLAINS COMMUNICATIO | LOCAL PHONE & INTERN | \$220.68 |
| 63 INDUSTRIES LLC | CONTRACT CRUSHING | \$152,500.00 |
| LACREEK ELECTRIC ASSOC | UTILITY/ELECTRIC | \$301.02 |
| LACREEK ELECTRIC ASSOC | UTILITY/ELECTRIC | \$221.32 |
| MARTIN AUTO PARTS | PARTS/SUPPLY | \$57.33 |
| MASTERCARD | COUNTY CREDIT CARD | \$105.21 |
| MCI COMM SERVICE | LONG DISTANCE | \$51.74 |
| MIDWAY SERIVCE/VOLLAN OIL | FUEL | \$26,530.54 |
| RELIANCE STANDARD LIFE | LIFE INSURANCE | \$140.75 |
| SD STATE RETIREMENT | SDRS CONTRIBUTIONS | \$2,270.18 |
| | TOTAL FOR COUNTY ROAD & BRIDGE | \$228,839.32 |
| M & P RELIEF FUND | | |
| MICROFILM IMAGING SYSTEMS | SCANNING EQUIP LEASE | \$75.00 |
| | TOTAL FOR M & P RELIEF FUND | \$75.00 |
| | TOTAL OF BILLS PAID BETWEEN 9/9 AND 10/11/ 2023 | \$251,205.91 |

Motion made by Yellow Bull, seconded by Hopkins, to move Ernie Little's agenda items to the next meeting, due to his absence.

Vanessa Plume, Sheriff, met with the Board to provide updates. She is working on a database to track all the law enforcement activity, civil, criminal etc. for grant applications. . Stacy will work with Vanessa to get her added to the SAMS program, so she will be able to apply for grants in the future. She also brought 2 potential hire approvals.

Motion made by Yellow Bull, seconded by Hopkins, to move hire approval to the next meeting on October 27, 2023.

Motion made by Yellow Bull, seconded by Hopkins, to accept the Sheriff's report and place on file.

Motion made by Yellow Bull, seconded by Hopkins, to adjourn at 3:59 pm.

/s/ Allyssa Comer
Allyssa Comer, Vice-Chairwoman
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 30th day of September 2023.

Total Amount of Deposit in First Interstate Bank, HS: \$ 683,890.60

Total Amount of Cash: \$ 703.50

Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days: \$ 772.80

FIRST INTERSTATE SAVINGS

First Interstate, HS: \$ 2,936,113.57

CERTIFICATES OF DEPOSIT:

Schwab 2 year \$ 16,229.85

Schwab 2 year \$ 2,068,500.00

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

Election Petty Cash: \$ 15.00


RETURNED CHECKS:

Deaton, Tyler \$ 110.10

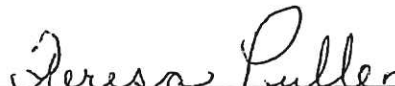
Hernandez, Robert & Claudette \$ 220.20

TOTAL \$ 5,706,555.62

Dated This 30th Day of September 2023.



Sue Ganje, County
Auditor of Oglala
Lakota County



Teresa Pullen, County Treasurer
of Oglala Lakota County

County Monies \$ 5,560,203.35

Held for other Entities \$ 16,529.72

Held in Trust \$ 129,822.55

TOTAL \$ 5,706,555.62

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.

| RECEIPT NAME | DOD | COP | CAA | IMN | BLD | MHC | DET | TOTAL | BALANCE | ST |
|------------------|------------|------------|----------|----------|-----|-----|-----|-------------------|------------|----|
| Ashley, Tamera | 11/11/2019 | | \$479.40 | \$151.80 | | | | \$631.20 | \$631.20 | SD |
| Big Crow, Ben | 5/23/2015 | | | \$35.00 | | | | \$35.00 | \$35.00 | SD |
| Koistenen, Jerry | 3/7/2021 | | \$844.72 | \$70.00 | | | | \$914.72 | \$914.72 | SD |
| Reed, Stacey | 6/15/2017 | \$1,000.00 | | | | | | \$1,000.00 | \$1,000.00 | SD |
| Thurman, Kenneth | 2/7/2016 | | \$144.00 | \$343.10 | | | | \$487.10 | \$487.10 | SD |
| Total | | | | | | | | \$3,068.02 | | |

RELEASED PER COMMISSIONERS MEETING MINUTES OF 11/08/2023

SUE GANJE, OGLALA LAKOTA COUNTY AUDITOR

All Liens cld for Real Estate (INQ/Grantor/Grantee Screens)

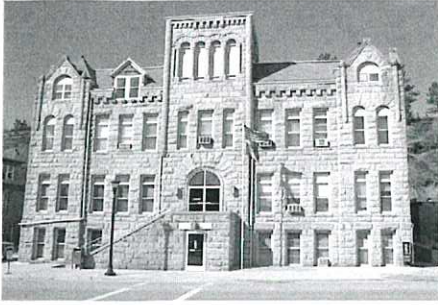
DOD=DATE OF DEATH

COP=COUNTY POOR LIEN

CAA=COURT APPT ATTY

INM=INMATE MEDICAL EXPS

BLD=BLOOD DRAW



FALL RIVER & OGLALA LAKOTA COUNTY TREASURER

**906 North River Street
Hot Springs, SD 57747
Phone: 605-745-5145
Fax: 605-745-3530**

November 6, 2023

Commissioners,

I apologize for not being able to attend the commissioner meeting as I have a prior appointment that I cannot reschedule. I do want to address one item that I found out was brought up at the last commissioner meeting regarding having the EPA conduct a study on property in Batesland we are looking at building on.

I am in the process of taking 2 parcels of property in Batesland (parcel # 80000-00900-00100 & 80000-00900-00200) which is owned by Mario Gonzalez and his late wife Dorothy Gonzalez. During the process of working with Mr. Gonzalez I was informed that there was a gasoline leak in Batesland and that the water is contaminated. From there I started working with the South Dakota Department of Agriculture & Natural Resources (DANR).

On June 27, 1986, a large gasoline underground storage tank leaked causing 15,000 gallons of fuel to leak into the ground. This leak was handled by the DANR and the area has been cleaned up but since it was such a large leak along with another leak elsewhere that the EPA was working on, the case has remained open and not totally mitigated. I am working on getting documentation from the DANR and the EPA stating they have no concerns of theirs in regard to the water in Batesland, and/or the possibility of the County putting in a new building on the property. I have been told over the phone that they see no issue with building a new structure on the property since we are not putting in a basement.

I am hoping by our December commissioner meeting to bring to you documentation regarding the above matter.

Thank you,

Teresa Pullen – Oglala Lakota County Treasurer



Banner Associates, Inc.
409 22nd Ave So, Box 298
Brookings, SD 57006
Tel 605.692.6342
Toll Free 855.323.6342
www.bannerassociates.com

November 3, 2023

Oglala Lakota County Highway Department
Lynx Bettelyoun
PO Box 208
105 Dakota St
Batesland, SD 57716

Re: Letter of Contract Proposal – Architectural / Engineering Design Services
New Maintenance Shop
Batesland, South Dakota

Dear Mr. Bettelyoun:

Banner Associates, Inc. ("Banner") is pleased to submit this proposal letter for Architectural / Engineering Design Services for a new maintenance shop.

Project Understanding:

We understand the proposed building shall be approximately 10,000 square feet. The building will be divided into an administrative area and shop / vehicle storage. The administrative space shall include spaces for three offices, meeting room with kitchenette, men's and women's restroom and a mechanical room. The shop / vehicle storage space shall be designed as a drive-through garage with three bays and include a storage room. The Owner has been working with Cleary Buildings, the building construction shall be wood post and frame construction with metal wall and roof panel systems.

Architectural / Engineering Scope of Services:

1. Meet with Owner's representatives throughout the design process to establish the intended design (4 design meetings). Meetings can be through Teams or Zoom, based on Owner's preference.
 - a. 1st Meeting: Kick-off meeting to verify understanding of work and review conceptual plan based on prior discussion with Owner's Representative.
 - b. 2nd Meeting: Verify / review Program requirements and Schematic Design Layout.
 - c. 3rd Meeting: Review Design Layout, verify budget - changes to plan shall be complete.
 - d. 4th Meeting: Review Final Documents prior to Bidding.
2. Programming: The Project Manager shall work with the Owner to thoroughly and systematically
 - a. Determine project goals,
 - b. Identify project constraints and opportunities,
 - c. Gather and analyze data,
 - d. Identify and prioritize tasks / functions,
 - e. Establish size and relationships of each space,
 - f. Develop project budget and schedule.



3. Schematic Design Documents (30%): Banner shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule and budget for the Cost of the Work. The documents shall include the following:
 - a. Conceptual Site Plan
 - b. Preliminary Floor Plan, Building Sections and Exterior Elevations
4. Design Development Documents (60%): Banner shall provide Design Development Documents based on the approved Schematic Design documents. The documents shall illustrate and describe the refinements of the design by means of plans, sections and elevations along with typical construction details and equipment layouts. The following documents shall be included:
 - a. Site Plans including general layout, drainage, surfacing, and site utilities in conformance with local codes and ordinances.
 - i. We assume a site grading plan, utility (water/sewer), erosion control, traffic control, and surfacing plans with associated notes and construction details. Storm water detention, landscaping, telecommunications, and gas plans are excluded.
 - b. Architectural Plans including floor plans, roof plans, building sections, wall sections, interior and exterior elevations, standard details and schedules.
 - c. Coordination with Manufacturer for structural system design (framing and foundation systems).
 - d. Mechanical, Electrical & Plumbing Plans (MEP) indicating preferred equipment and layouts.
 - e. Fire Protection Systems.
 - f. Specifications that identify and establish the quality level of major materials and systems.
 - g. Verify Probable Cost of Construction fits within Owner's budget.
5. Construction Documents: Banner shall provide Construction Documents based on the approved Design Development Documents and updated budget. The Construction Documents shall set forth in detail the requirements for construction and shall include Drawings and Specifications that establish in detail the quality levels of materials and systems for the Site Design, Architectural Design, Structural Design and MEP Design.
6. Banner shall review all applicable codes and coordinate with all disciplines to verify that building codes and zoning requirements are being accounted for.
7. Bidding Process: The Banner shall assist the Owner in obtaining competitive bids and shall assist in awarding and preparing a contract for construction.
8. Construction Phase Services: Banner, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of construction – 8 Site visits (this includes substantial and final completion).
 - a. To become familiar with and to keep the owner informed about the progress and quality of the portion of the Work completed,
 - b. To determine if the Work is being performed in a manner indicating that the Work, when complete, will be in accordance with the Contract Documents.
9. Review Certificates for Payments and certify the amounts due to the Contractor and shall issue certificates in such amounts.



10. Review and approve the Contractor's submittals such as Shop Drawings, Product Data and Samples.
11. Conduct a Substantial Completion inspection to verify the building is in general conformance with the Contract Documents.
12. Conduct a Final Completion inspection as necessary to verify all Work has been completed that was identified during Substantial Completion.
13. Surveying:
 - a. Scope of Services shall include the following:
 - i. Travel to and from site including travel time to Hot Springs for Boundary Survey research.
 - ii. Topographic survey of the proposed site.
 - iii. Boundary survey sufficient to establish the boundary lines of the proposed site.
 - iv. Process survey data to be used for site design and plan production.
 - b. Surveying Deliverables:
 - i. Deliverables consist of an AutoCAD Civil 3D drawing to be used by others within Banner to perform site design and layout tasks.
 - ii. Note - Winter weather may become a factor depending on when a notice to proceed is awarded.

Submittals:

Submittals shall be provided for the Owner's review at specific stages of the design process. Submittals shall be provided at approximately 30% completion of Schematic Design Phase, 60% completion of Design Development Phase and 95% completion of Construction Documents.

Exclusions:

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

- Geotechnical Investigation (soil borings);
- Building Permits;
- Construction Staking;
- Furniture, Furnishings and Equipment (FF&E) Design.
- Structural Design of Pre-Engineered Building System, provided by the manufacturer.

Client Obligations:

- Owner supplied data or documents necessary for programming and design.
- Reasonable access to site.
- Assistance coordinating with any utility providers in obtaining on the ground markings of utilities to be included in the topographic survey.



Page 4

Architectural / Engineering Services Compensation:

We are proposing to complete the above described Architectural / Engineering Services for the Stipulated Lump Sum amount including reimbursable expenses of \$105,000.00 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.

Proposed Time Schedule of Design Work:

The proposed preliminary schedule is to develop plans and specifications, bid and commence construction by July 1, 2024. Banner's schedule will be influenced by the following:

1. Site Survey to be completed in November / December 2023 (snow dependent).
2. Preliminary schedule to be reviewed (week of):
 - a. 3/5/24: Kick-off Meeting and Programming review.
 - b. 3/19/24: 30% Submittal Package (Schematic Design Documents)
 - c. 4/9/24: 60% Submittal Package (Design Development Documents)
 - d. 4/30/24: 95% Submittal Package (Construction Documents)
 - e. 5/21/24: Issue Plans and Specifications for Bidding.
 - f. 6/6/24: Bid Letting
3. Allow 1 week for review at each submittal from Owner and Owner's representatives.

This Letter of Contract incorporates and includes Banner's Schedule of Labor Rates and Expenses and General Conditions. If this letter is accepted, a complete AIA version of the Owner-Architect Agreement shall be submitted with this information attached to the end as an exhibit.

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

Sincerely,

Brad Wermers, PE
President
Banner Associates, Inc.

Tevis Holzer, PE
Project Manager
Banner Associates, Inc.

Enclosure:

1. Schedule of Labor Rates/General Conditions

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this _____ day of _____

Client: _____

Business: _____



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

SCHEDULE OF LABOR RATES AND EXPENSES

January 2023

| | |
|------------------------------|---------------------------|
| Administrative | \$65.00 to \$175.00/Hour |
| Surveying/Geomatics | \$75.00 to \$160.00/Hour |
| Engineering Technician..... | \$70.00 to \$125.00/Hour |
| Environmental Scientist..... | \$85.00 to \$150.00/Hour |
| Staff Engineer | \$95.00 to \$110.00/Hour |
| Project Engineer | \$110.00 to \$170.00/Hour |
| Project Manager | \$130.00 to \$250.00/Hour |

1. Meals at State Rates.

2. Lodging at actual cost.

3. Reimbursables:

| | |
|---------------------------------------|-------------|
| Mileage..... | \$0.70/Mile |
| Photocopy | 0.07/Copy |
| Black & White 11x17 Laser Prints..... | 0.14/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.



GX-150 ROTARY CUTTER

- 1** A single domed 10ga continuously welded deck makes the cutter extremely easy to clean, prevents water pooling, rusting and helps shed debris
- 2** An 80° CV shaft allows for smooth power transmission during tight turns. The "Best in Class" drive system features a category 6 CV for 540rpm and the 1000 rpm is a category 5. The drive line on the cutter itself employs self-adjusting friction clutches to protect your investment and always operate at peak performance
- 3** Equipped with Schulte Super Suction Blades with 6.5 " blade overlap for maximum grass lift and cut
- 4** A four gearbox drive line with independent slip clutches
- 5** Deck protection rings are standard and protect the cutter deck from rising blades
- 6** Deep 13 5/8" deck combined with high blade tip speeds, provides a faster cut rate than competitors.
- 7** High flex wing working range of 25° down to 90° up



World Class *Built to Last*

schulte.ca

Specifications

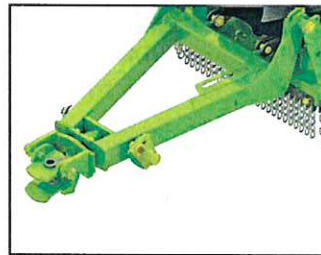
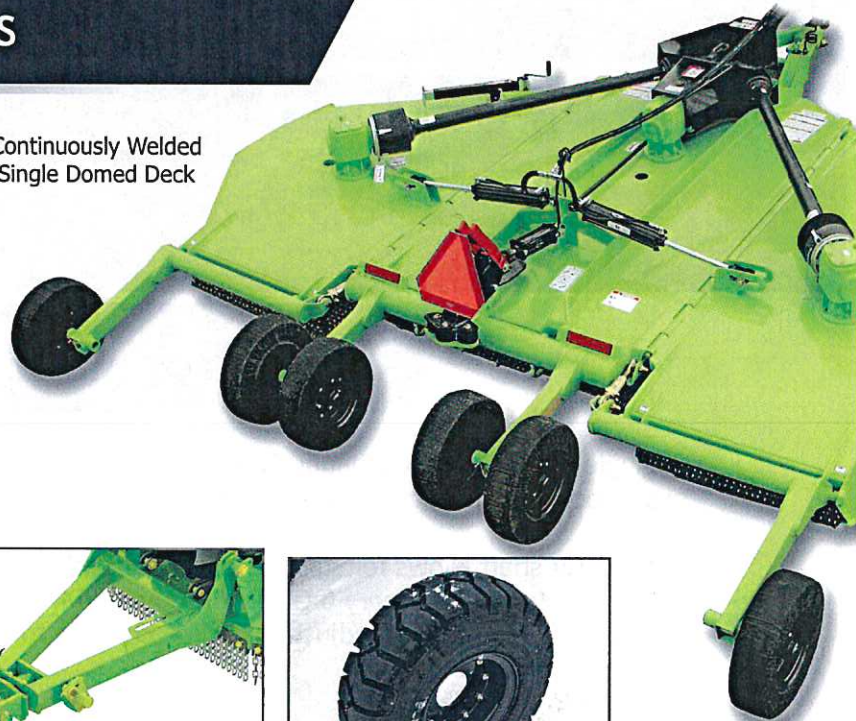
SPECIFICATIONS

| | |
|------------------------------|----------------------------|
| Cutting Width | 15' (4.57m) |
| Overall Width | 15.8' (4.83m) |
| Overall Length | 16.8' (5.13m) |
| Cutting Height | 1.75"-16.75" (45mm-425mm) |
| Transport Width | 93" (2.36m) |
| Transport Height | 84" (2.13m) |
| Weight (Depends on Config.) | 4,620lbs (2096kg) |
| Hitch Weight | 1,702lbs (772kg) |
| Cutting Capacity | 3.5" (89mm) |
| Minimum Tractor Size | 50hp (37kw) |
| Blade Tip Speed | 540rpm |
| Center | 16,286 ft/min (4964m/min) |
| Wing | 15,459 ft/min (4711m/min) |
| Blade Tip Speed | 1000rpm |
| Center | 16,390 ft/min (4996m/min) |
| Wing | 15,708 ft/min (4788m/min) |
| Blade Overlap | 6.5" (165mm) |
| Divider Gearbox Rating | 260hp (194kw) |
| Center & Wing Gearbox Rating | 210hp (155kw)* |
| 540 CV | Cat 6 |
| 1000 CV | Cat 5 |
| Wing Drive Shafts | Cat 5 |
| Deck Thickness | .135" (10ga or 3.4mm) |
| Side Skirt Depth & Thickness | 13.6" (346mm) 1/4" (6.4mm) |
| Wing Working Range | 25° down to 90° up |
| Wing Floating Range | 25° down to 30° up |



GX-150

Continuously Welded
Single Domed Deck



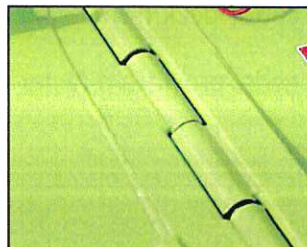
Pro Level Hitch
Fits Cat 2 and Cat 3 Hitches



Fork Lift Tires



Deck protection rings
are standard



Heavy duty cast hinge line
with wiper seals



Gearbox Sight Glass



Heavy duty 3/4" thick blade disc with
4" blades and pentagon blade bolts

GX-150 Features and Options

- Solid laminated tires 20" or 26" • Forklift tires • 4, 6 or 8 tire options • Safety light kit • Pro Level hitch • Leveling rod (optional addition of second tension link) • 540 or 1000 RPM Drive package • Single chains front and rear • Gearbox sight glass



Narrow transport over-centering
wing design

SCHULTE

Schulte Industries Ltd.
PO Box 70, Englefeld, SK Canada S0K 1N0
Ph (306) 287-3715 Fx (306) 287-3355
Email info@schulte.ca Web www.schulte.ca

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ALWAYS ON THE CUTTING EDGE.

Certified System
ISO 9001

Sold By:

Schulte is a registered trademark of Alamo Group Inc.

Schulte Industries Ltd. reserves the right to change the design and specifications of its products without notice. Illustrations may include optional equipment and accessories, and may not include all standard equipment.

Printed in Canada

20106/15



Butler**SALES AGREEMENT**

DATE

Nov 06, 2023

Butler Machinery Company, 3401 - 33rd Street S, Fargo, North Dakota 58104 Phone: 701-280-3100

| | | | |
|---|--|--|--|
| PURCHASER | | OGLALA LAKOTA COUNTY | |
| STREET ADDRESS | | 906 N RIVER ST | |
| CITY/STATE | | HOT SPRINGS, SD | |
| COUNTY | | OGLALA LAKOTA | |
| POSTAL CODE | | 57747-1387 | |
| PHONE NO. | | 605-745-5130 | |
| EQUIPMENT | | - PHONE NO. | |
| PRODUCT SUPPORT | | - PHONE NO. | |
| INDUSTRY CODE: | | GOVT. - COUNTY (940) | |
| PRINCIPAL WORK CODE | | | |
| POINT OF POSSESSION AT: | | Batesland, SD | |
| CUSTOMER NUMBER | | C82865 | |
| Sales Tax Exemption # (if applicable) | | 35-2368121 | |
| CUSTOMER PO NUMBER | | | |
| PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval) | | | |
| NET PAYMENT ON INVOICE <input type="checkbox"/> CASH <input type="checkbox"/> FINANCIAL SERVICES <input type="checkbox"/> CONTRACT <input type="checkbox"/> LEASE <input type="checkbox"/> | | | |
| CASH WITH ORDER <input type="checkbox"/> BALANCE TO FINANCE <input type="checkbox"/> CONTRACT INTEREST RATE 0 | | | |
| PAYMENT PERIOD <input type="checkbox"/> PAYMENT AMOUNT 0.00 NUMBER OF PAYMENTS <input type="checkbox"/> OPTIONAL BUY-OUT \$0.00 | | | |
| DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED | | | |
| MAKE: SCHULTE | | MODEL: GX-150 15' | |
| STOCK NUMBER: X060123 | | SERIAL NUMBER: C17020334302 | |
| YEAR: 2023 | | APPROX HOURS: TBA | |
| NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/> | | | |
| GX-150, BASIC UNIT 15' | | 2ND TENSION LINK LEVELING ROD | |
| SAFETY LIGHT KIT | | 15' GENERAL DUTY | |
| CW ROTATION ON CENTER, 1000RPM | | | |
| TRAILING HITCH, CV STYLE | | | |
| CV SHAFT-1000 RPM | | | |
| PRO LEVEL HITCH | | | |
| SINGLE CHAINS FRONT AND REAR | | | |
| PAN KIT | | | |
| CW SCHULTE SUPER SUCTION 4"BLADE | | | |
| N/A & AUST DESTINATION KIT | | | |
| AXLE KIT FOR 6 TIRES | | | |
| FORKLIFT TIRE 6.5X10, 10PLY | | | |
| TRADE-IN EQUIPMENT | | SELL PRICE \$26,876.72 | |
| MODEL: YEAR: SN.: Expected SMU: | | NET TRADE DIFFERENCE \$26,876.72 | |
| VALUE: PAYOUT TO: AMOUNT: PAID BY: | | BALANCE DUE \$26,876.72 | |
| MODEL: YEAR: SN.: Expected SMU: | | DISCLAIMER OF WARRANTIES | |
| VALUE: PAYOUT TO: AMOUNT: PAID BY: | | PURCHASER ACKNOWLEDGES THAT (A) SELLER IS NOT THE MANUFACTURER OF THE EQUIPMENT; (B) IF THE EQUIPMENT INCLUDES A MANUFACTURER'S WARRANTY, THE TERMS OF SUCH MANUFACTURER'S WARRANTY WILL BE SUBJECT TO ALL CONDITIONS AND EXCLUSIONS SET FORTH THEREIN. | |
| ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY PURCHASER AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE. | | UNLESS EXPRESSLY SET FORTH BELOW OR IN A SEPARATE WRITTEN AGREEMENT EXECUTED BY SELLER, PURCHASER AGREES AND ACKNOWLEDGES THAT SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE EQUIPMENT DESCRIBED IN THIS SALES AGREEMENT. | |
| PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE. | | | |
| <input checked="" type="checkbox"/> MANUFACTURER'S WARRANTY | | <input type="checkbox"/> USED EQUIPMENT | |
| INITIAL | | INITIAL | |
| Purchaser acknowledges that it has received a copy of the Manufacturer's Warranty and has read and understands said warranty. | | When the equipment covered by this Sales Agreement is used equipment, PURCHASER AFFIRMS AND ACKNOWLEDGES THAT IT HAS EXAMINED THE EQUIPMENT and is buying the equipment "AS IS" and with NO OTHER REPRESENTATIONS OR WARRANTIES, unless otherwise specified in writing below. | |
| Manufacturer's Standard Warranty - see Manufacturers Warranty Statement | | Warranty applicable: See terms and conditions of Seller's Used Protection Plan executed by Purchaser and Seller. | |
| CSA: | | | |
| NOTES: | | | |

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

Accepted by BUTLER MACHINERY COMPANY / NCRL LLC at Fargo, ND

PURCHASER

BY _____ DATE _____
Authorized Signature

TITLE _____

SALESMAN Melmer, Phil

BUTLER MACHINERY COMPANY / NCRL LLC

APPROVED AND ACCEPTED ON _____
OGLALA LAKOTA COUNTY

BY _____ PURCHASER

TITLE _____ SIGNATURE

BUYER

287087-01

Sales Agreement TERMS AND CONDITIONS (Referred to on the Reverse Side Hereof)

1. **Acceptance.** This Agreement is subject to final acceptance by Seller in its sole discretion. Seller reserves the right to accept or reject this Agreement and shall not be required to give any reason for non-acceptance. This Agreement, when accepted by Seller, shall become a binding contract but shall be subject to strike, lock-outs, accidents, fire, delays in manufacture or transportation, acts of God, embargos, or governmental or administrative action or any other causes beyond the control of Seller whether the same as or different from the matters and things herein before specifically enumerated, and any of said causes shall absolutely absolve Seller from any liability to Purchaser under the terms hereof. Seller's acceptance of this Agreement shall be limited to the express terms and conditions set forth herein.
2. **Security Interest.** Unless the equipment covered hereby (the "Equipment") is paid for in full in cash at time of delivery, Purchaser grants and Seller retains a continuing security interest in the Equipment in accordance with the Uniform Commercial Code ("UCC"), together with all and any substitutions, additions or accessions, and in any and all proceeds from the use, sale, exchange or disposal thereof. Purchaser authorizes Seller at any time to file in any relevant jurisdiction any financing statements as provided by the UCC relating to the Equipment for the purpose of perfecting, confirming, continuing, enforcing or protecting its security interest in the Equipment. Purchaser further agrees to execute and deliver to Seller any other promissory notes or evidences of indebtedness that may be requested by Seller. However, any such note shall be evidence of indebtedness only and is not to be considered or construed to be payment for said Equipment.
3. **Taxes.** Purchaser will promptly pay to Seller any taxes that Seller is required to collect with respect to this Agreement including, but not limited to, sales, use, value added, personal property and similar taxes ("Taxes"). For any Taxes from which Purchaser claims exemption, Purchaser shall provide Seller with properly completed exemption certificates and any documentation needed to validate the exemption. If Purchaser fails to provide an appropriate exemption certificate and supporting documentation, as determined by Seller, Purchaser will remain liable for all such Taxes and will indemnify Seller for any liability related to the same.
4. **Risk of Loss/Delivery.** Seller's responsibility and liability for the Equipment ceases upon delivery of the Equipment to Purchaser or to a carrier for shipment to Purchaser and Purchaser shall bear the risk of loss at such point, including, but not limited to, any claims for damages, delays or shortages occurring thereafter, all of which shall be made by the Purchaser directly to the carrier. Purchaser shall make any claims against the Seller within fifteen days after delivery. At the time of delivery, Purchaser shall be required to execute a Delivery and Acceptance Certificate. Purchaser agrees that any apparent agent at the point of delivery is authorized to accept delivery of the Equipment and execute the Delivery and Acceptance Certificate.
5. **Insurance.** If the Equipment is not paid for in full at time of delivery, Purchaser shall, at Purchaser's cost, keep the Equipment insured against all risks and perils customarily covered under "all risk" policies including, but not limited to, loss or damage by theft, vandalism, malicious mischief, fire, flood, windstorm, and explosion, and with an extended coverage endorsement covering all such other risks and perils in an amount satisfactory to Seller in which Seller is named as a loss payee, and shall furnish proof of such coverage satisfactory to Seller, which shall not be cancellable without thirty day's written notice to Seller.
6. **Purchaser's Representations and Warranties.** To induce Seller to enter into this Agreement, Purchaser represents, warrants and covenants as follows: (a) if Purchaser is a corporation, limited liability company, limited liability partnership or similar entity, then it is duly organized, existing and in good standing under the laws of the state of its incorporation or organization and it has full power and authority to enter into this Agreement and the execution, delivery and performance of this has been duly authorized; (b) if Purchaser is a general partnership, then it has full power and authority to enter into this Agreement and the execution, delivery and performance of this Agreement has been duly authorized by all of the partners of the partnership; (c) if Purchaser is an individual, then he or she has full power and authority to enter into this Agreement; (d) this Agreement has been duly entered into and delivered and constitutes a legal, valid and binding obligation of Purchaser enforceable in accordance with its terms; and (e) all financial statements, certificates or other information submitted to Seller concerning Purchaser's financial condition, are in all respects accurate, true and complete.
7. **Events of Default.** Purchaser will be in default under this Agreement, without necessity for demand or notice, if any one or more of the following occurs before the Equipment is paid for in full: (a) if Purchaser fails to accept delivery of any of the Equipment; (b) Purchaser fails to make a payment when due; (c) if the Equipment is levied on, seized or attached; (d) if Purchaser sells or disposes of any of the Equipment without Seller's permission; (e) if any default shall occur under any other agreement between Seller and Purchaser; (f) any individual Purchaser dies or is declared incompetent; (g) any Purchaser who is a legal entity merges, dissolves, reorganizes, or terminates its business or existence; (h) Purchaser fails to keep any promise, representation or warranty contained in this Agreement; (i) Purchaser becomes insolvent, is generally unable to pay its debts when due, dissolves, assigns its assets for the benefit of its creditors, or becomes the subject of a bankruptcy, receivership, or insolvency proceeding; (j) Purchaser sells all or substantially all of its assets or property; (k) Purchaser shall suffer a material adverse change in its financial condition or operations; or (l) any other event occurs or fact appears that causes Seller to deem itself insecure, or impairs the prospect of payment or realization upon the collateral.
8. **Remedies.** In the event of a Default, Seller may, at its option, exercise any or all of the following rights and remedies, all of which shall be cumulative to the greatest extent permitted by applicable law: (a) if the default results from Purchaser's failure to do or perform any of the acts, or things required to be done by Purchaser under the terms of this Agreement, Seller may do and perform any such acts on the Purchaser's behalf, and all money advanced or paid by Seller in doing so shall be added to and be deemed a part of the balance due hereunder; (b) Seller may terminate this Agreement; (c) Seller may exercise any and all rights Seller may have under the Uniform Commercial Code or other applicable law; (d) Seller may require Purchaser to store the Equipment, at Purchaser's own cost and risk, on behalf of Seller, and such storage shall be in such a manner as to prevent any deterioration of the Equipment, and shall be for a reasonable time pending the sale or other disposition of the Equipment. In the event Seller seeks to take possession of any or all of the Equipment by court process, Purchaser further irrevocably waives to the fullest extent permitted by law any bonds and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession and said retaking shall not be deemed rescission of this Agreement. Waiver by Seller of any Default shall not be deemed a waiver of any other Default. Purchaser agrees to pay all collection and repossession costs, reasonable attorneys' fees, legal expenses and court costs incurred by Seller in connection any Default or otherwise enforcing this Agreement.
9. **LIABILITY LIMITATION.** PURCHASER AGREES THAT PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER SHALL BE AS CONTAINED IN ANY EXPRESS WRITTEN WARRANTY ISSUED BY SELLER, IF ANY. IN NO EVENT SHALL SELLER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OF PROPERTY OR EQUIPMENT, DOWNTIME, LOSS OF THIRD PARTY CONTRACTS OR LOST CROP OR OTHER PRODUCTION, REGARDLESS OF WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SELLER'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY) FOR DAMAGES OR LOSS, SHALL IN NO EVENT EXCEED THE AMOUNT PURCHASER PAID TO SELLER FOR THE EQUIPMENT TO WHICH THE LIABILITY RELATES. PURCHASER RECOGNIZES THAT THE PRICING ASSOCIATED WITH EQUIPMENT REFLECTS THIS ALLOCATION OF RISK AND IS THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATIONS SHALL BE VALID AND ENFORCEABLE, NOTWITHSTANDING ANY ALLEGED FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED REMEDIES SET FORTH HEREIN. ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE EQUIPMENT WILL BE BARRED UNLESS A LEGAL PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM DELIVERY OF THE EQUIPMENT TO PURCHASER.
10. **Used Equipment Warranty.** The terms and conditions of any used equipment warranty provided by Seller shall be as set forth in a separate written "Used Protection Plan" executed by Seller and Purchaser and shall be subject to the following additional terms: (a) the cost, if any, of transporting said used machine from and to the Seller's place of business shall be paid by the Purchaser; (b) any such used equipment is void unless claim is made by Purchaser to Seller within three (3) days after discovery of the defect upon which the claim is based; and (c) Seller shall only be obligated to make warranty repairs during regular working hours at regular time labor rates. If, at the request of Purchaser, such warranty repairs are performed during overtime hours, Purchaser shall pay the difference between the applicable overtime rates and Seller's regular time rates.
11. **Indemnification.** Purchaser shall defend, indemnify and hold harmless Seller, its subsidiary and affiliated companies, their officers, agents and employees, from and against all loss liability, claim, action or expense including reasonable attorney's fees by reason of bodily injury including death, and property damage, sustained by any person or persons including, but not limited to, employees of Purchaser, as a result of Purchaser's maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of Equipment or Purchaser's failure to comply with the terms and conditions of this Agreement.
12. **Waivers.** Any forbearance, failure or delay by Seller in the exercise of any right, power or remedy hereunder shall not be deemed to be a waiver of any such right, power or remedy, and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof. Every right, power and remedy of Seller shall continue in full force and effect until such right, power or remedy is specifically waived in writing by Seller.
13. **General.** It is agreed that (a) time is of the essence; (b) Seller may assign this Agreement to any of its affiliated entities without prior notice to Purchaser; (c) Purchaser may not assign this Agreement without Seller's consent, which may be withheld at Seller's sole discretion; (d) this Agreement constitutes the entire agreement between Purchaser and Seller in respect to the Equipment and it is expressly agreed that there are no promises or understandings outside of this Agreement and that no agent or salesperson has authority to obligate Seller to any undertakings, conditions or terms not contained herein; (e) this Agreement and all matters relating to the Equipment shall be governed by the laws of North Dakota; (f) this Agreement may be signed by facsimile, PDF, DocuSign or other electronic means and such signatures shall be as binding on the party providing the same as original signatures; (g) should any portion of this Agreement be declared invalid under applicable law or regulation, the remaining provision hereof shall remain in full force and effect.
14. **DATA SHARING.** CUSTOMER DATA MAY BE COLLECTED AND TRANSMITTED TO CATERPILLAR INC., AGCO, OTHER MANUFACTURING PARTNERS, THEIR AFFILIATES AND/OR ITS DEALERS, INCLUDING SELLER. BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES RECEIPT AND REVIEW OF (A) BUTLER MACHINERY COMPANY'S DATA AND PRIVACY POLICY INCORPORATED HEREIN BY REFERENCE AND AVAILABLE AT <https://www.butlermachinery.com/privacy-policy>; (B) THE CATERPILLAR INC. DATA GOVERNANCE STATEMENT AVAILABLE AT <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>; (C) THE AGCO PRIVACY STATEMENT AVAILABLE AT <https://www.agcocorp.com/privacy.html>; (D) THE CLAAS DATA PROTECTION NOTICE AVAILABLE AT <https://www.claasofamerica.com/company-careers/claas-of-america/legal-data-protection>; (E) THE RAVEN PRIVACY POLICY AT <https://ravenind.com/privacy>; AND THE TRIMBLE PRIVACY CENTER AT <https://www.trimble.com/corporate/privacy.aspx>. THE FOREMENTIONED DOCUMENTS ARE INCORPORATED BY REFERENCE AS IF FULLY RESTATED HEREIN.
15. **Emissions.** Purchaser represents and warrants that the Trade In Equipment meets all required state and federal emission qualifications and has not been modified.
16. **Trade-In Equipment.** In connection with the Sales Agreement, Purchaser proposed to sell to Seller certain "Trade-In Equipment" identified therein, in exchange for a credit in the amount of value set forth therein or to be set forth therein (less payoffs of all claims, liens, mortgages and security interests encumbering the same), which value has been or will be determined based on the Surveyed Condition (defined below), to be applied toward the purchase price for the Equipment Ordered/Purchased to be sold by Seller to Purchaser pursuant to the Sales Agreement, all subject to the terms and conditions of the Sales Agreement and this Rider. Seller has had or will have the "Trade-In Equipment" surveyed by an employee or agent of Seller to determine, among other things, the assumed condition and hours of the Trade-In Equipment (and all components thereof) (the "Surveyed Condition") that are assumed for the anticipated date of Seller's taking delivery of the Trade-In Equipment from Purchaser, which will be the same date anticipated for Seller's delivery of the Equipment Ordered/Purchased to Purchaser. The Surveyed Condition forms the basis of Seller's determination of the trade-in value (and a material inducement for Seller offering the same). To receive a copy of the images utilized in establishing the trade in equipment's valuation, please contact your Butler Machinery salesperson. If Seller (in its commercially reasonable judgment) determines at any time that actual condition of the Trade-In Equipment (whether as of the actual date of Seller's taking delivery of the Trade-In Equipment or any time prior thereto) deviates or will deviate from the Surveyed Condition in any material respect (a "Material Deviation"), then the trade-in value shall be reduced by the amount determined by Seller in its commercially reasonable judgment to represent the diminishment in the trade-in value of the Trade-In Equipment as a result of such Material Deviation(s); provided, if Seller determines that such Material Deviation(s) renders the Trade-In Equipment unsellable, unsalvageable or otherwise valueless to Seller, results in a trade-in value less than the amounts necessary to payoff all claims, liens, mortgages and security interests encumbering the same, or could result in any potential loss or liability to Seller of any kind or amount, then, in any such case, Seller may elect to not purchase the Trade-In Equipment (and Purchaser shall retain possession of the same). "Material Deviation(s)" may include, by way of example and without limitation, any one or more of the following conditions or occurrences: any increase in hours, or any wear or tear (including ordinary wear or tear), damage, casualty or any other loss, or impairment in the performance, legal compliance or value of the Trade-In Equipment. Purchaser shall promptly notify Seller of any Material Deviation caused by or known to Purchaser. Purchaser shall remain obligated to purchase the Equipment Ordered/Purchased pursuant to the Sales Agreement notwithstanding any reduction in trade-in value (or election to not purchase the Trade-In Equipment) as a result of any such Material Deviation(s). Further, if, as of the time of a determination of a Material Deviation, Seller has previously credited to Purchaser (or paid to creditors on Purchaser's behalf) any amount of the trade-in value initially established based on the Surveyed Condition in excess of the reduced trade-in value resulting from such Material Deviation(s), then Purchaser shall immediately reimburse Seller for the total amount of such excess previously paid or credited by Seller.

| | | | | | | | | |
|-----------------------------------|-----------------------------------|----------------------------------|------------------------------|---------------------------------|---------------------------------|---------------------------------|-------------------------------|-----------------------------------|
| FARGO, ND (701) 280-3100 | GRAND FORKS, ND (701) 775-4238 | BISMARCK, ND (701) 223-0890 | MINOT, ND (701) 852-3508 | JAMESTOWN, ND (701) 251-1400 | DICKINSON, ND (701) 456-1400 | HANKINSON, ND (701) 242-7474 | HOOPLE, ND (701) 894-6363 | DEVILS LAKE, ND (701) 665-3800 |
| STOUX FALLS, SD (605) 336-3010 | ABERDEEN, SD (605) 225-6240 | RAPID CITY, SD (605) 342-4850 | PIERRE, SD (605) 224-5400 | HURON, SD (605) 353-1200 | WATERTOWN, SD (605) 954-7100 | FREMONT, NE (402) 721-2800 | KEARNEY, NE (308) 236-4640 | PICKRELL, NE (402) 673-4200 |
| CHADRON, NE (308) 432-5593 | SIDNEY, MT (406) 742-7700 | | | | | | | |

Data and Privacy policy: protecting the security and privacy of your data is important to us. Please see our website for our complete Data and Privacy Policy.



FX-1800 ROTARY CUTTER

- 1** A single domed 7ga continuously welded deck makes the cutter extremely easy to clean, prevents water pooling and rusting and helps shed debris
- 2** An 80° CV shaft allows for smooth power transmission during tight turns. The CV for 540rpm is a category 6 and for 1000 rpm is a category 5. The driveline on the cutter itself employs self-adjusting friction clutches to protect your investment and always operate at peak performance. All clutches are located under the main shield for ease of service
- 3** 6.5 " blade overlap and high blade tip speeds
- 4** A four gearbox driveline with independent slip clutches. The FX-1800 utilizes heavy-duty and extremely reliable Bondioli gearboxes
- 5** Spun formed 7ga stump jumpers (Round skid pans) ensure durability and balance
- 6** Deck protection rings are standard and protect the cutter deck from rising blades

Pan Unit Shown



World Class *Built to Last*

schulte.ca

FX-1800 Rotary Cutter



7 gauge Continuously Welded Single Domed Deck

Towered Wing Lift System

Heavy Duty Drive System

Heavy Duty Center Suspension

Parallel Levelling With Greaseable Turnbuckles

Increased 13 5/8" Frame Depth



Narrow transport over-centering wing design



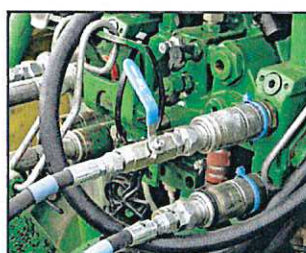
Fixed Knife unit shown



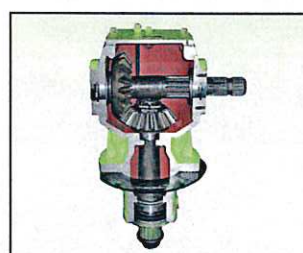
Outboard blade rotation on fixed knife model keeps material from balling up under the deck



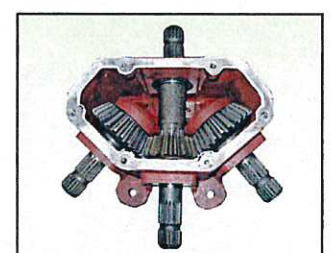
Single center lock up system



Ball valve wing lock up system



225hp right angle gearboxes, Heavy duty 1 3/4" input shafts, 2 3/8" down shafts



260hp heavy duty splitter box with 1 3/4" splined shafts

FX-1800 Rotary Cutter

Schulte Cutters are legendary throughout the mowing industry for being the toughest and most dependable. The FX-1800 / FX-1200 continues this renowned tradition at an economical price.

Greaseable hingeline turnbuckles help to reduce wear and aid in long life of the cutter's parallel lifting mechanism.

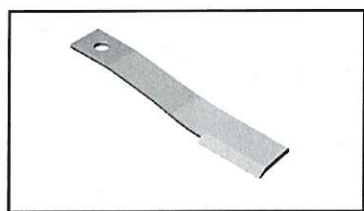
FX-1800 / FX-1200 side skirts are 13 5/8" deep. This additional room under the deck, along with high blade tip speeds, allows for a better cut and better material flow.

We use extremely strong and durable 517 hubs and spindles with built in metal seal guards on this cutter to tackle any type of terrain.

A one piece center shield allows for easy and full access to drivelines, clutches and gearboxes on the center section. This cutter has replaceable skid shoes which are made out of 3/8" thick Abrasion Resistant steel.

The center wheel standard is constructed from large 5 9/16" O.D. x 3/8" thick HSS round tubing and the wing wheel standards are made with 4" O.D. X 3/8" thick HSS round tubing.

Schulte has many hitch options including clevis hitch, an adjustable clevis, precision hitch or solid tongue to help create a better fit & reduce wear on your tractor's drawbar.



Schulte Industries Super Suction 1/2" x 4" blades leave nothing behind. Schulte blades are strengthened through a hardening process which increases the impact strength of the blade. The blade is chamfered around the blade bolt hole to provide a smooth transition of surfaces around the high stress blade bolt area. The blades are also shot peened to induce beneficial compressive surface stresses over the entire length of the blade. This enhances the durability and extends the fatigue life of the blade. The cutting edge is forged giving it a stronger and tougher edge thereby extending the life of the blade.



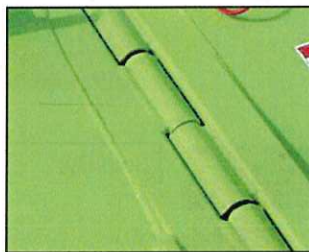
Schulte Industries exclusive Pentagon Blade Bolt provides maximum anti rotational resistance where the blade is fastened to the stump jumper pans.

All pivot points use 1" greaseable pins.

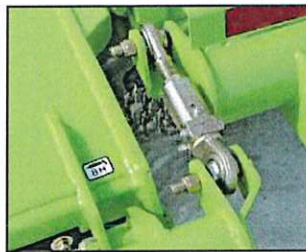
Deck rings are standard on the FX-1800 / FX-1200. Deck rings protect the cutter deck from the blades rising when obstacles are encountered.



Deck protection rings are standard



Heavy duty cast hinge line with wiper seals



Greaseable adjustable turn buckles for parallel levelling



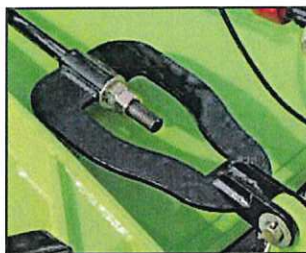
13 5/8" frame depth for maximum material flow



Heavy duty drive system for peak performance



Metal seal guards on 517 hubs






Single levelling rod with floating hitch



7 gauge spun formed stump jumper pans

Specifications

SPECIFICATIONS

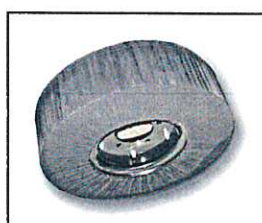
| | | | |
|----------------------------------|---|---|--|
| |  |  |  |
| | FX-1800 | FX-1200 | |
| Cutting Width | 15' (4.57m) | 10.5' (3.20m) | |
| Overall Width | 15.8' (4.83m) | 11.4' (3.48m) | |
| Overall Length | 16.8' (5.13m) | 16.8' (5.13m) | |
| Cutting Height | 1.75"-16.75" (45mm-425mm) | 1.75"-16.75" (45mm-425mm) | |
| Transport Width | 93" (2.36m) | 93" (2.36m) | |
| Row Crop Wheel Trans. Width | - | - | |
| Transport Height | 84" (2.13m) | 84" (2.13m) | |
| Weight (configuration dependent) | 5,600 lbs (2540kg) | 5,600 lbs (2540kg) | |
| Hitch Weight (config. dependent) | 1,702 lbs (772kg) | 1,602 lbs (727kg) | |
| Cutting Capacity | 4" (101mm) | 4" (101mm) | |
| Minimum Tractor Size | 50hp (37kw) | 45hp (34kw) | |
| Blade Tip Speed | 540rpm | 540rpm | |
| Center | 15,980 ft/min (4871m/min) | 15,980 ft/min (4871m/min) | |
| Wing | 15,459 ft/min (4711m/min) | 15,459 ft/min (4711m/min) | |
| Blade Tip Speed | 1000rpm | 1000rpm | |
| Center | 15,974 ft/min (4869m/min) | 15,974 ft/min (4869m/min) | |
| Wing | 15,708 ft/min (4788m/min) | 15,708 ft/min (4788m/min) | |
| Blade Overlap | 6.5" (165mm) | 6.5" (165mm) | |
| Divider Gearbox Rating | 260hp (194kw) | 260hp (194kw) | |
| Center & Wing Gearbox Rating | 225hp (168kw)* | 225hp (168kw)* | |
| Deck Thickness | .187" (7ga or 4.6mm) | .187" (7ga or 4.6mm) | |
| Side Skirt Depth & Thickness | 13.6" (346mm) | 13.6" (346mm) | |
| Wing Working Range | 25° down to 90° up | 25° down to 90° up | |
| Wing Floating Range | 25° down to 30° up | 25° down to 30° up | |



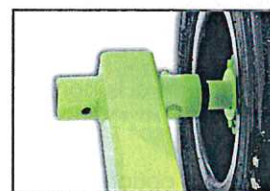
Forklift Tires



Severe Duty Tires



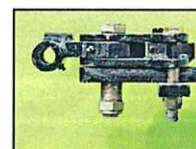
Solid Laminate Tires



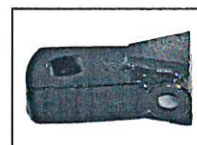
Bolt in Axles



Adjustable Clevis



Precision Hitch



Solid Tongue



Clevis Hitch

OPTIONS - FX-1800 / FX-1200

Center walking axles • Through axles • Fixed knives • Aircraft tires • Solid laminated tires • Forklift tires • 4, 6 or 8 tire options • Single or double safety chains front and rear • Safety light kit • Standard clevis • Adjustable clevis • Precision hitch (Eliminates drawbar wear) • Solid tongue • Shredder blade kit • Equal Angle Hitch - Non CV drive 540rpm only • Tension Link • Leveling rod (Addition of second rod) • Strut mount for Flex Arm (Factory or field installed)



FX-1200 Configuration

SCHULTE

Schulte Industries Ltd.

PO Box 70, Englefeld, SK Canada S0K 1N0

Ph (306) 287-3715 Fx (306) 287-3355

Email info@schulte.ca Web www.schulte.ca



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Printed in Canada

Prepared by NELSON GRAPHIC DESIGN

201906

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Schulte Industries Ltd. reserves the right to change the design and specifications of its products without notice. Illustrations may include optional equipment and accessories, and may not include all standard equipment.





SALES AGREEMENT

DATE Nov 01, 2023

Butler Machinery Company, 3401 - 33rd Street S, Fargo, North Dakota 58104 Phone: 701-280-3100

| | | | | | |
|---|------------------------|---------------------------------|--|--------------------------|---|
| PURCHASER | | OGLALA LAKOTA COUNTY | | | |
| STREET ADDRESS | | 906 N RIVER ST | | <SAME> | |
| S O L D | CITY/STATE | HOT SPRINGS, SD | COUNTY | OGLALA LAKOTA | S |
| | POSTAL CODE | 57747-1387 | PHONE NO. | 605-745-5130 | H |
| | | | | | I |
| T O | CUSTOMER CONTACT: | EQUIPMENT | - PHONE NO. | | T |
| | | PRODUCT SUPPORT | - PHONE NO. | | O |
| INDUSTRY CODE: | | GOVT. - COUNTY (940) | PRINCIPAL WORK CODE | | POINT OF POSSESSION AT: Batesland, SD |
| CUSTOMER NUMBER | | C82865 | Sales Tax Exemption # (if applicable) | 35-2368121 | CUSTOMER PO NUMBER |
| PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval) | | | | | |
| T E R M S | NET PAYMENT ON INVOICE | <input type="checkbox"/> | CASH | <input type="checkbox"/> | FINANCIAL SERVICES |
| | | | | | <input type="checkbox"/> CONTRACT <input type="checkbox"/> LEASE |
| | CASH WITH ORDER | | BALANCE TO FINANCE | | CONTRACT INTEREST RATE 0 |
| PAYMENT PERIOD | | | PAYMENT AMOUNT | 0.00 | NUMBER OF PAYMENTS |
| | | | | | OPTIONAL BUY-OUT \$0.00 |
| DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED | | | | | |
| MAKE: SCHULTE | | MODEL: FX-1800 | | YEAR: 2023 | NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/> |
| STOCK NUMBER: X062616 | | SERIAL NUMBER: TBA | | APPROX HOURS: TBA | |
| FX-1800 BASE | | AXLE KIT FOR 6 TIRES | | | |
| SAFETY LIGHT KIT | | FORKLIFT TIRE 6.5X10, 10PLY | | | |
| CW ROTATION ON CENTER, 1000RPM | | HOSE KIT, INDEPENDENT WING LIFT | | | |
| TRAILING HITCH, CV STYLE | | 2ND TENSION LINK LEVELING ROD | | | |
| CV SHAFT-1000 RPM | | 15' | | | |
| PRO LEVEL HITCH | | | | | |
| DOUBLE CHAINS FRONT AND REAR | | | | | |
| PAN KIT | | | | | |
| CW SCHULTE SUPER SUCTION 4"BLADE | | | | | |
| N/A & AUST DESTINATION KIT | | | | | |
| WALKING AXLE MOUNTS | | | | | |
| STANDARD AXLE MOUNTS | | | | | |
| TRADE-IN EQUIPMENT | | | SELL PRICE \$35,861.15 | | |
| MODEL: YEAR: SN.: Expected SMU: | | | NET TRADE DIFFERENCE \$35,861.15 | | |
| VALUE: PAYOUT TO: AMOUNT: PAID BY: | | | BALANCE DUE \$35,861.15 | | |
| MODEL: YEAR: SN.: Expected SMU: | | | DISCLAIMER OF WARRANTIES | | |
| VALUE: PAYOUT TO: AMOUNT: PAID BY: | | | PURCHASER ACKNOWLEDGES THAT (A) SELLER IS NOT THE MANUFACTURER OF THE EQUIPMENT; (B) IF THE EQUIPMENT INCLUDES A MANUFACTURER'S WARRANTY, THE TERMS OF SUCH MANUFACTURER'S WARRANTY WILL BE SUBJECT TO ALL CONDITIONS AND EXCLUSIONS SET FORTH THEREIN. | | |
| ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY PURCHASER AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE. | | | UNLESS EXPRESSLY SET FORTH BELOW OR IN A SEPARATE WRITTEN AGREEMENT EXECUTED BY SELLER, PURCHASER AGREES AND ACKNOWLEDGES THAT SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE EQUIPMENT DESCRIBED IN THIS SALES AGREEMENT. | | |
| PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE. | | | | | |
| <input checked="" type="checkbox"/> MANUFACTURER'S WARRANTY | | | <input type="checkbox"/> USED EQUIPMENT | | |
| INITIAL | | | INITIAL | | |
| Purchaser acknowledges that it has received a copy of the Manufacturer's Warranty and has read and understands said warranty. | | | When the equipment covered by this Sales Agreement is used equipment, PURCHASER AFFIRMS AND ACKNOWLEDGES THAT IT HAS EXAMINED THE EQUIPMENT and is buying the equipment "AS IS" and with NO OTHER REPRESENTATIONS OR WARRANTIES, unless otherwise specified in writing below. | | |
| Manufacturer's Standard Warranty - see Manufacturers Warranty Statement | | | Warranty applicable: See terms and conditions of Seller's Used Protection Plan executed by Purchaser and Seller. | | |
| CSA: | | | | | |
| NOTES: | | | | | |

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

Accepted by BUTLER MACHINERY COMPANY / NCRL LLC at Fargo, ND

PURCHASER

BY _____ DATE _____
Authorized Signature

TITLE _____

SALESMAN Melmer, Phil
BUTLER MACHINERY COMPANY / NCRL LLC

APPROVED AND ACCEPTED ON _____
OGLALA LAKOTA COUNTY

PURCHASER

BY _____
SIGNATURE

TITLE _____
BUYER

Sales Agreement TERMS AND CONDITIONS (Referred to on the Reverse Side Hereof)

- Acceptance.** This Agreement is subject to final acceptance by Seller in its sole discretion. Seller reserves the right to accept or reject this Agreement and shall not be required to give any reason for non-acceptance. This Agreement, when accepted by Seller, shall become a binding contract but shall be subject to strike, lock-outs, accidents, fire, delays in manufacture or transportation, acts of God, embargos, or governmental or administrative action or any other causes beyond the control of Seller whether the same as or different from the matters and things herein before specifically enumerated, and any of said causes shall absolutely absolve Seller from any liability to Purchaser under the terms hereof. Seller's acceptance of this Agreement shall be limited to the express terms and conditions set forth herein.
- Security Interest.** Unless the equipment covered hereby (the "Equipment") is paid for in full in cash at time of delivery, Purchaser grants and Seller retains a continuing security interest in the Equipment in accordance with the Uniform Commercial Code ("UCC"), together with all and any substitutions, additions or accessions, and in any and all proceeds from the use, sale, exchange or disposal thereof. Purchaser authorizes Seller at any time to file in any relevant jurisdiction any financing statements as provided by the UCC relating to the Equipment for the purpose of perfecting, confirming, continuing, enforcing or protecting its security interest in the Equipment. Purchaser further agrees to execute and deliver to Seller any other promissory notes or evidences of indebtedness that may be requested by Seller. However, any such note shall be evidence of indebtedness only and is not to be considered or construed to be payment for said Equipment.
- Taxes.** Purchaser will promptly pay to Seller any taxes that Seller is required to collect with respect to this Agreement including, but not limited to, sales, use, value added, personal property and similar taxes ("Taxes"). For any Taxes from which Purchaser claims exemption, Purchaser shall provide Seller with properly completed exemption certificates and any documentation needed to validate the exemption. If Purchaser fails to provide an appropriate exemption certificate and supporting documentation, as determined by Seller, Purchaser will remain liable for all such Taxes and will indemnify Seller for any liability related to the same.
- Risk of Loss/Delivery.** Seller's responsibility and liability for the Equipment ceases upon delivery of the Equipment to Purchaser or to a carrier for shipment to Purchaser and Purchaser shall bear the risk of loss at such point, including, but not limited to, any claims for damages, delays or shortages occurring thereafter, all of which shall be made by the Purchaser directly to the carrier. Purchaser shall make any claims against the Seller within fifteen days after delivery. At the time of delivery, Purchaser shall be required to execute a Delivery and Acceptance Certificate. Purchaser agrees that any apparent agent at the point of delivery is authorized to accept delivery of the Equipment and execute the Delivery and Acceptance Certificate.
- Insurance.** If the Equipment is not paid for in full at time of delivery, Purchaser shall, at Purchaser's cost, keep the Equipment insured against all risks and perils customarily covered under "all risk" policies including, but not limited to, loss or damage by theft, vandalism, malicious mischief, fire, flood, windstorm, and explosion, and with an extended coverage endorsement covering all such other risks and perils in an amount satisfactory to Seller in which Seller is named as a loss payee, and shall furnish proof of such coverage satisfactory to Seller, which shall not be cancellable without thirty day's written notice to Seller.
- Purchaser's Representations and Warranties.** To induce Seller to enter into this Agreement, Purchaser represents, warrants and covenants as follows: (a) if Purchaser is a corporation, limited liability company, limited liability partnership or similar entity, then it is duly organized, existing and in good standing under the laws of its incorporation or organization and it has full power and authority to enter into this Agreement and the execution, delivery and performance of this has been duly authorized; (b) if Purchaser is a general partnership, then it has full power and authority to enter into this Agreement and the execution, delivery and performance of this Agreement has been duly authorized by all of the partners of the partnership; (c) if Purchaser is an individual, then he or she has full power and authority to enter into this Agreement; (d) this Agreement has been duly entered into and delivered and constitutes a legal, valid and binding obligation of Purchaser enforceable in accordance with its terms; and (e) all financial statements, certificates or other information submitted to Seller concerning Purchaser's financial condition, are in all respects accurate, true and complete.
- Events of Default.** Purchaser will be in default under this Agreement, without necessity for demand or notice, if any one or more of the following occurs before the Equipment is paid for in full: (a) if Purchaser fails to accept delivery of any of the Equipment; (b) Purchaser fails to make a payment when due; (c) if the Equipment is levied on, seized or attached; (d) if Purchaser sells or disposes of any of the Equipment without Seller's permission; (e) if any default shall occur under any other agreement between Seller and Purchaser; (f) any individual Purchaser dies or is declared incompetent; (g) any Purchaser who is a legal entity merges, dissolves, reorganizes, or terminates its business or existence; (h) Purchaser fails to keep any promise, representation or warranty contained in this Agreement; (i) Purchaser becomes insolvent, is generally unable to pay its debts when due, dissolves, assigns its assets for the benefit of its creditors, or becomes the subject of a bankruptcy, receivership, or insolvency proceeding; (j) Purchaser sells all or substantially all of its assets or property; (k) Purchaser shall suffer a material adverse change in its financial condition or operations; or (l) any other event occurs or fact appears that causes Seller to deem itself insecure, or impairs the prospect of payment or realization upon the collateral.
- Remedies.** In the event of a Default, Seller may, at its option, exercise any or all of the following rights and remedies, all of which shall be cumulative to the greatest extent permitted by applicable law: (a) if the default results from Purchaser's failure to do or perform any of the acts, or things required to be done by Purchaser under the terms of this Agreement, Seller may do and perform any such acts on the Purchaser's behalf, and all money advanced or paid by Seller in doing so shall be added to and be deemed a part of the balance due hereunder; (b) Seller may terminate this Agreement; (c) Seller may exercise any and all rights Seller may have under the Uniform Commercial Code or other applicable law; (d) Seller may require Purchaser to store the Equipment, at Purchaser's own cost and risk, on behalf of Seller, and such storage shall be in such a manner as to prevent any deterioration of the Equipment, and shall be for a reasonable time pending the sale or other disposition of the Equipment. In the event Seller seeks to take possession of any or all of the Equipment by court process, Purchaser further irrevocably waives to the fullest extent permitted by law any bonds and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession and said retaking shall not be deemed rescission of this Agreement. Waiver by Seller of any Default shall not be deemed a waiver of any other Default. Purchaser agrees to pay all collection and repossession costs, reasonable attorneys' fees, legal expenses and court costs incurred by Seller in connection any Default or otherwise enforcing this Agreement.
- LIABILITY LIMITATION.** PURCHASER AGREES THAT PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER SHALL BE AS CONTAINED IN ANY EXPRESS WRITTEN WARRANTY ISSUED BY SELLER, IF ANY. IN NO EVENT SHALL SELLER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OF PROPERTY OR EQUIPMENT, DOWNTIME, LOSS OF THIRD PARTY CONTRACTS OR LOST CROP OR OTHER PRODUCTION, REGARDLESS OF WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SELLER'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY) FOR DAMAGES OR LOSS, SHALL IN NO EVENT EXCEED THE AMOUNT PURCHASER PAID TO SELLER FOR THE EQUIPMENT TO WHICH THE LIABILITY RELATES. PURCHASER RECOGNIZES THAT THE PRICING ASSOCIATED WITH EQUIPMENT REFLECTS THIS ALLOCATION OF RISK AND IS THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATIONS SHALL BE VALID AND ENFORCEABLE, NOTWITHSTANDING ANY ALLEGED FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED REMEDIES SET FORTH HEREIN. ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE EQUIPMENT WILL BE BARRED UNLESS A LEGAL PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM DELIVERY OF THE EQUIPMENT TO PURCHASER.
- Used Equipment Warranty.** The terms and conditions of any used equipment warranty provided by Seller shall be as set forth in a separate written "Used Protection Plan" executed by Seller and Purchaser and shall be subject to the following additional terms: (a) the cost, if any, of transporting said used machine from and to the Seller's place of business shall be paid by the Purchaser; (b) any such used equipment is void unless claim is made by Purchaser to Seller within three (3) days after discovery of the defect upon which the claim is based; and (c) Seller shall only be obligated to make warranty repairs during regular working hours at regular time labor rates. If, at the request of Purchaser, such warranty repairs are performed during overtime hours, Purchaser shall pay the difference between the applicable overtime rates and Seller's regular time rates.
- Indemnification.** Purchaser shall defend, indemnify and hold harmless Seller, its subsidiary and affiliated companies, their officers, agents and employees, from and against all loss liability, claim, action or expense including reasonable attorney's fees by reason of bodily injury including death, and property damage, sustained by any person or persons including, but not limited to, employees of Purchaser, as a result of Purchaser's maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of Equipment or Purchaser's failure to comply with the terms and conditions of this Agreement.
- Waivers.** Any forbearance, failure or delay by Seller in the exercise of any right, power or remedy hereunder shall not be deemed to be a waiver of any such right, power or remedy, and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof. Every right, power and remedy of Seller shall continue in full force and effect until such right, power or remedy is specifically waived in writing by Seller.
- General.** It is agreed that (a) time is of the essence; (b) Seller may assign this Agreement to any of its affiliated entities without prior notice to Purchaser; (c) Purchaser may not assign this Agreement without Seller's consent, which may be withheld at Seller's sole discretion; (d) this Agreement constitutes the entire agreement between Purchaser and Seller in respect to the Equipment and it is expressly agreed that there are no promises or understandings outside of this Agreement and that no agent or salesperson has authority to obligate Seller to any undertakings, conditions or terms not contained herein; (e) this Agreement and all matters relating to the Equipment shall be governed by the laws of North Dakota; (f) this Agreement may be signed by facsimile, PDF, DocuSign or other electronic means and such signatures shall be as binding on the party providing the same as original signatures; (g) should any portion of this Agreement be declared invalid under applicable law or regulation, the remaining provision hereof shall remain in full force and effect.
- DATA SHARING.** CUSTOMER DATA MAY BE COLLECTED AND TRANSMITTED TO CATERPILLAR INC., AGCO, OTHER MANUFACTURING PARTNERS, THEIR AFFILIATES AND/OR ITS DEALERS, INCLUDING SELLER. BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES RECEIPT AND REVIEW OF (A) BUTLER MACHINERY COMPANY'S DATA AND PRIVACY POLICY INCORPORATED HEREIN BY REFERENCE AND AVAILABLE AT <https://www.bultermachinery.com/privacy-policy>; (B) THE CATERPILLAR INC. DATA GOVERNANCE STATEMENT AVAILABLE AT <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>; (C) THE AGCO PRIVACY STATEMENT AVAILABLE AT <https://www.agcocorp.com/privacy.html>; (D) THE CLAAS DATA PROTECTION NOTICE AVAILABLE AT <https://www.claasamerica.com/company-careers/claas-of-america/legal-data/data-protection>; (E) THE RAVEN PRIVACY POLICY AT <https://ravenind.com/privacy>; AND THE TRIMBLE PRIVACY CENTER AT <https://www.trimble.com/corporate/privacy.aspx>. THE FOREMENTIONED DOCUMENTS ARE INCORPORATED BY REFERENCE AS IF FULLY RESTATED HEREIN.
- Emissions.** Purchaser represents and warrants that the Trade In Equipment meets all required state and federal emission qualifications and has not been modified.
- Trade-In Equipment.** In connection with the Sales Agreement, Purchaser proposed to sell to Seller certain "Trade-In Equipment" identified therein, in exchange for a credit in the amount of value set forth therein or to be set forth therein (less payoffs of all claims, liens, mortgages and security interests encumbering the same), which value has been or will be determined based on the Surveyed Condition (defined below), to be applied toward the purchase price for the Equipment Ordered/Purchased to be sold by Seller to Purchaser pursuant to the Sales Agreement, all subject to the terms and conditions of the Sales Agreement and this Rider. Seller has had or will have the "Trade-In Equipment" surveyed by an employee or agent of Seller to determine, among other things, the assumed condition and hours of the Trade-In Equipment (and all components thereof) (the "Surveyed Condition") that are assumed for the anticipated date of Seller's taking delivery of the Trade-In Equipment from Purchaser, which will be the same date anticipated for Seller's delivery of the Equipment Ordered/Purchased to Purchaser. The Surveyed Condition forms the basis of Seller's determination of the trade-in value (and a material inducement for Seller offering the same). To receive a copy of the images utilized in establishing the trade in equipment's valuation, please contact your Butler Machinery salesperson. If Seller (in its commercially reasonable judgment) determines at any time that actual condition of the Trade-In Equipment (whether as of the actual date of Seller's taking delivery of the Trade-In Equipment or any time prior thereto) deviates or will deviate from the Surveyed Condition in any material respect (a "Material Deviation"), then the trade-in value shall be reduced by the amount determined by Seller in its commercially reasonable judgment to represent the diminishment in the trade-in value of the Trade-In Equipment as a result of such Material Deviation(s); provided, if Seller determines that such Material Deviation(s) renders the Trade-In Equipment unsellable, unsalvageable or otherwise valueless to Seller, results in a trade-in-value less than the amounts necessary to payoff all claims, liens, mortgages and security interests encumbering the same, or could result in any potential loss or liability to Seller of any kind or amount, then, in any such case, Seller may elect to not purchase the Trade-In Equipment (and Purchaser shall retain possession of the same). "Material Deviation(s)" may include, by way of example and without limitation, any one or more of the following conditions or occurrences: any increase in hours, or any wear or tear (including ordinary wear or tear), damage, casualty or any other loss, or impairment in the performance, legal compliance or value of the Trade-In Equipment. Purchaser shall promptly notify Seller of any Material Deviation caused by or known to Purchaser. Purchaser shall remain obligated to purchase the Equipment Ordered/Purchased pursuant to the Sales Agreement notwithstanding any reduction in trade-in value (or election to not purchase the Trade-In Equipment) as a result of any such Material Deviation(s). Further, if, as of the time of a determination of a Material Deviation, Seller has previously credited to Purchaser (or paid to creditors on Purchaser's behalf) any amount of the trade-in value initially established based on the Surveyed Condition in excess of the reduced trade-in value resulting from such Material Deviation(s), then Purchaser shall immediately reimburse Seller for the total amount of such excess previously paid or credited by Seller.

| | | | | | | | | |
|-----------------------------------|-----------------------------------|----------------------------------|------------------------------|---------------------------------|---------------------------------|---------------------------------|-------------------------------|-----------------------------------|
| FARGO, ND (701) 280-3100 | GRAND FORKS, ND (701) 775-4238 | BISMARCK, ND (701) 223-0890 | MINOT, ND (701) 852-3508 | JAMESTOWN, ND (701) 251-1400 | DICKINSON, ND (701) 456-1400 | HANKINSON, ND (701) 242-7474 | HOOPLE, ND (701) 894-6363 | DEVILS LAKE, ND (701) 665-3800 |
| SIOUX FALLS, SD (605) 336-3010 | ABERDEEN, SD (605) 225-6240 | RAPID CITY, SD (605) 342-4850 | PIERRE, SD (605) 224-5400 | HURON, SD (605) 353-1200 | WATERTOWN, SD (605) 954-7100 | FREMONT, NE (402) 721-2800 | KEARNEY, NE (308) 236-4640 | PICKRELL, NE (402) 673-4200 |
| CHADRON, NE (308) 432-5593 | SIDNEY, MT (406) 742-7700 | | | | | | | |

Data and Privacy policy: protecting the security and privacy of your data is important to us. Please see our website for our complete Data and Privacy Policy.

OGLALA LAKOTA COUNTY

HIGHWAY DEPARTMENT

To: Oglala Lakota County Commissioners

Re: Petition for Private Road Maintenance

The petition is from residents within the boundaries of Oglala Lakota County who have roads that are not on the Oglala Lakota County road system. Road maintenance is being requested at the following physical location (1/4 Section, Township, and Range):

section 6, Township 36, Range 45

Description of requested work would be:

Instant approach

Cost for the requested work would be:

Cost will be determined by the cost accounting system (see attached sheets for estimates), one hour minimum. Time will begin when leaving the shop, and end when returning to the shop if there is no County equipment located near the requested job site; or travel time will be from the area where the equipment is being stored and ending when returning back to the area where the equipment is being stored, if there is County equipment located near the requested job site.

The cost of each project will be estimated by the Highway Superintendent, determined by the number of hours. The estimated cost will be 100% paid by the petitioner to the Highway Superintendent, who will forward the money to the County Auditor, 906 N. River Street, Hot Springs, SD 57747, and upon receipt of money, Auditor will notify the Highway Superintendent to authorize start of project. All contracts will be taken to the Board of Commission meetings for approval in the minutes.

This work will be performed by the Oglala Lakota County Superintendent and employees, with cost records maintained. This work will be only performed when weather permits, and when normal maintenance duties are caught up. State law authorizes a maximum of 6 hours per year, per applicant.

The applicant agrees to indemnify and hold harmless Oglala Lakota County for any and all actions, suits, liability, damages or other proceedings arising out of operations to complete the requested road maintenance.

X Sunny Becker with 14 Swift Fox Rd Pine Ridge, SD 57770 605 877 4336 10/15/23
Property Owner Address Phone # Date

X Sunny Becker with
Property Owner Signature

Oglala Lakota County Chairman

Date

Lynn Buttzon OCT-15-23
Oglala Lakota Hwy Supt. Date

3
Total Hours Estimated

215
100% Estimate Amount

Date received by Auditor

Oglala Lakota County HWY Department

Ph: 605 288-1866

Fax: 605 288-1867

Name: Sunny Becker
(Print)

Date: 10-15-2003

| ITEM | COST PER HOUR | HOURS | TOTAL |
|-----------------|---------------|-------|--------------------|
| Motor Grader | \$85.00 | 1 | 85. ⁰⁰ |
| Dump Truck | \$65.00 | | |
| Loader | \$65.00 | 2 | 130. ⁰⁰ |
| Semi/Belly Dump | \$139.00 | | |
| Pit Run Gravel | \$ 2.00 | | |
| Mower Tractor | \$55.00 | | |
| Water Truck | \$65.00 | | |

Grand Total 215.⁰⁰

Signature: Sunny Becker

Super Indendent
Signature [Signature]

OGLALA LAKOTA COUNTY

HIGHWAY DEPARTMENT

To: Oglala Lakota County Commissioners

Re: Petition for Private Road Maintenance

The petition is from residents within the boundaries of Oglala Lakota County who have roads that are not on the Oglala Lakota County road system. Road maintenance is being requested at the following physical location (1/4 Section, Township, and Range):

Pogo Jensen RD

Description of requested work would be:

Blading Road

Cost for the requested work would be:

Cost will be determined by the cost accounting system (see attached sheets for estimates), one hour minimum. Time will begin when leaving the shop, and end when returning to the shop if there is no County equipment located near the requested job site; or travel time will be from the area where the equipment is being stored and ending when returning back to the area where the equipment is being stored, if there is County equipment located near the requested job site.

The cost of each project will be estimated by the Highway Superintendent, determined by the number of hours. The estimated cost will be 100% paid by the petitioner to the Highway Superintendent, who will forward the money to the County Auditor, 906 N. River Street, Hot Springs, SD 57747, and upon receipt of money, Auditor will notify the Highway Superintendent to authorize start of project. All contracts will be taken to the Board of Commission meetings for approval in the minutes.

This work will be performed by the Oglala Lakota County Superintendent and employees, with cost records maintained. This work will be only performed when weather permits, and when normal maintenance duties are caught up. State law authorizes a maximum of 6 hours per year, per applicant.

The applicant agrees to indemnify and hold harmless Oglala Lakota County for any and all actions, suits, liability, damages or other proceedings arising out of operations to complete the requested road maintenance.

X Ron Jensen 102 County 2 605-288-1936 9-25-23
Property Owner Address Phone # Date

X [Signature] 4 Road [Signature]
Property Owner Signature

[Signature] 9-25-2023
Oglala Lakota County Chairman Date Oglala Lakota Hwy Supt. Date

1 85.00
Total Hours Estimated 100% Estimate Amount

Date received by Auditor

Oglala Lakota County HWY Department

Ph: 605 288-1866

Fax: 605 288-1867

Name: Ron Jensen
(Print) Jensen Farm & Ranch LLC

Date: 9-25-23

| ITEM | COST PER HOUR | HOURS | TOTAL |
|-----------------|---------------|-------|-------|
| Motor Grader | \$85.00 | | |
| Dump Truck | \$65.00 | | |
| Loader | \$65.00 | | |
| Semi/Belly Dump | \$139.00 | | |
| Pit Run Gravel | \$ 2.00 | | |
| Mower Tractor | \$55.00 | | |
| Water Truck | \$65.00 | | |

Grand Total

\$476.00

Signature: [Signature]

Super Indendent
Signature

[Signature]



Oglala Lakota County Sheriff's Office

906 N. River Street
Hot Springs South Dakota 57747
Phone: 605-891-5819

[illegible]

HIGHWAY DEPT. UPDATES

GRAVELING:

[illegible]

BLADING:

| ROAD # | % DONE | DUE DATE | DRIVER | NOTES |
|--------|--------|----------|--------|-------|
| 16A | 100% | | Lynx | |
| 2 | 100% | | Lynx | |
| 13 | 100% | | Lynx | |
| 16 | 100% | | Kelly | |
| 11 | 100% | | Kelly | |
| 15 | " | | Kelly | |
| 4 | 100% | | Doreen | |
| 27 | " | | Doreen | |
| 6 | " | | Doreen | |

ROAD GROOMING:

| ROAD # | % DONE | DUE DATE | DRIVER | NOTES |
|--------|--------|----------|--------|-------|
| 4 | | | Doreen | |
| 7 | | | Doreen | |
| 16 | | | Doreen | |
| | | | | |
| | | | | |

Reshaping Road

| ROAD # | % DONE | DUE DATE | DRIVER | NOTES |
|--------|--------|----------|--------------------|-------|
| 27 | | | Kelly, Doreen, SAM | |
| 2 | | | | |
| | | | | |
| | | | | |

MOWING

| ROAD # | % DONE | DUE DATE | DRIVER | NOTES |
|--------|--------|----------|--------|-------|
| 8 | 100% | | LYNX | |
| 11 | | | Kelly | |
| 17 | 100% | | Doreen | |
| 13 | 100% | | Doreen | |
| 2 | 100 | | Doreen | |
| 16A | 100 | | Doreen | |
| | | | | |
| | | | | |
| | | | | |

EQUIPMENT REPAIR:

| EQUIP NAME | % DONE | DUE DATE | PERSON PERFORMING REPAIR | NOTES |
|---------------|--------|----------|--|-------|
| 140M2 | 100 | | Replaced Front Left tire | |
| Batwing Mower | | | Fixed Gear Box | |
| 140M2 | 50% | | Replacing Moc board wear strips + Cylinder bracket | |
| 1997 140H | 100% | | Changed oil | |
| Batwing | 100% | | Fixed 3 tires | |
| 140M2 | 100% | | Changed cutting edges | |
| 150 | 100% | | Changed Cutting edges | |
| | | | | |
| | | | | |

OTHER/COMMENTS:

OGLALA LAKOTA COUNTY VSO

MONTHLY ACTIVITY REPORT October 2023

OFFICE VISITS APPOINTMENTS 8 WALK-INS 26 PHONE 12 TOTAL 46

DEATHS TRIBAL MEMBERS 4 NON-TRIBAL MEMBERS _____

VETERANS ADMINISTRATION

NEW CLAIMS 4 (PERSON 4 PHONE _____)

EXISTING CLAIMS 16 (PERSON 16 PHONE _____)

NEW MEDICAL ENROLLMENT 2

DD214 REQUESTS 9 (OFFICE 9 OTHER _____)

HOME LOAN _____ VA STATE HOME _____ OTHER 2

SD STATE BENEFITS

VETERANS/ACTIVE DUTY BONUS 1 BURIAL BENEFITS 2 EDUCATION 1

HEADSTONE/SET UP 1 RECORDS/OTHER 4 STATE PARKS _____

HUNTING/FISHING LICENSES _____ LICENSE PLATES _____ DRIVERS LICENSE _____

TRIBAL

TRIBAL VETERANS FLAG 2 FUNERALS/ROLL CALL 4

MEETINGS 1 OTHER _____

PUBLIC OUTREACH

SOCIAL MEDIA ☒ RADIO STATION ☒ OTHER _____

OTHER _____

J. Littlemoodo

No Sheriff report submitted at
this time. Will be in tomorrow's
packet.