

**OGLALA LAKOTA COUNTY COMMISSIONERS  
REGULAR MEETING AGENDA  
COURTHOUSE – THIRD FLOOR MEETING ROOM  
906 NORTH RIVER STREET, HOT SPRINGS SD  
WEDNESDAY, DECEMBER 13, 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 November 8, 2023
- Approve Auditor's Account with the Treasurer for October and November 2023
- Set Supplement and Contingency Hearing for December 28, 2023 at 1:30 pm
- Approve travel request and authorize payment of registration fee of \$595.00 for State's Attorney Russell to attend the 2024 NDAA Summer Summit in Boise, Idaho, July 15-16, 2024
- Approve Prisoner Housing Contract with Pennington County; authorize Sheriff to sign
- Approve removal of deceased individuals with County liens, 2<sup>nd</sup> batch

**1:05 Lynx Bettelyoun, Highway Superintendent-**

- 11/9/2023 – 12/10/2023 Approve Sheriff Department fuel transfer to reimburse the Highway Department 65 gallons @ \$3.33 = \$217.449
- Private Road Maintenance-Dena Lone Hill, \$85.00; possible action
- Private Road Maintenance-Aimee Pond, \$130.00; possible action
- Submit Monthly Report, possible action

**1:25 Jerlene Arredondo, Veteran Service Officer-**

- Submit Monthly Report; possible action
- Updates

**1:30 Supplemental and Contingency Hearing**

**1:40 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 letter of resignation, effective 12/15/2023; possible action
- Submit Monthly Report; possible action
- Updates

**2:00 Break**

**2:10 Commissioners-**

- Review letter from Akicita Lakota Veterans to offer office space in Pine Ridge for the County VSO; possible action
- Accept letter of resignation from Sheriff, Vanessa Plume and approve request for letters of intent; possible action
- All county employees must get permission from the Board prior to applying for or requesting funds from any outside sources; possible action
- Discussion regarding changing days of meetings (available days- Mondays, Tuesdays or Thursdays; Mondays or Tuesdays would push the agenda deadline to the Wednesday or Thursday of the preceding week); possible action
- Discussion regarding moving the Holiday appreciation dinner to the first meeting in January , 2024; possible action

**2:25 Teresa Pullen, Treasurer-**

- Discussion regarding the properties in Batesland and the letter from DANR; possible action

**2:30 Sue Ganje, Auditor-**

- Present Intergovernmental Contract and Coverage Document for the SDML Workers' Compensation Fund; possible action

**2:35 Approve Bills**

**2:40 Public Comment**

**2:45 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 REGULAR MEETING MINUTES, NOVEMBER 8, 2023

The Oglala Lakota Board of County Commissioners met for a regular meeting November 8, 2023. Present: Allyssa Comer, Art Hopkins, Anna Takes the Shield (Dubray). Absent: Ramon Bear Runner and Wendell Yellow Bull.

The Pledge of Allegiance was given and the meeting was called to order at 1:19 p.m. by Chairwoman Takes the Shield (Dubray). The agenda was reviewed for conflicts. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED.

Motion made by Comer, seconded by Hopkins, to approve the agenda with an amendment to correct the amount of the Private Road Maintenance Contract with Jensen Farm & Ranch LLC/Ron Jensen from \$476.00 to \$85.00.

Motion made by Comer, seconded by Hopkins, to approve the meeting minutes of October 10, October 11 and October 27, 2023

Motion made by Hopkins, seconded by Comer, to approve the Auditor's account with the Treasurer for September 2023 as follows:

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.

<b>Total Amount of Deposit in First Interstate Bank, HS:</b>	\$	683,890.60
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<b>Total Amount of Cash:</b>	\$	703.50
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<b>Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:</b>	\$	772.80
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### **FIRST INTERSTATE SAVINGS**

First Interstate, HS:	\$	2,936,113.57
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### **CERTIFICATES OF DEPOSIT:**

Schwab 2 year	\$	16,229.85
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Schwab 2 year	\$	2,068,500.00
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### **Itemized list of all items, checks and drafts that have been in the Treasurer's possession over three days:**

Election Petty Cash:	\$	15.00
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### **RETURNED CHECKS:**

Deaton, Tyler	\$	110.10
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Hernandez, Robert & Claudette	\$	220.20
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**TOTAL \$ 5,706,555.62**



Dated This 30th Day of September 2023.

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

/S/ Teresa Pullen  
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
<b>TOTAL</b>	<b>\$ 5,706,555.62</b>

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

Motion made by Comer, seconded by Hopkins, to approve setting the year end meeting for December 28, 2023, at 1:00 pm.

Motion made by Hopkins, seconded by Comer, to approve setting a Supplement and Contingency Hearing for December 13, 2023, at 1:30 p.m.

Teresa Pullen, Treasurer, submitted a written report regarding DANR/EPA concerns in Batesland. The Board reviewed the report.

Motion made by Comer, seconded by Hopkins, to approve removal of deceased individuals with County liens, 1<sup>st</sup> batch as follows:

Ashley, Tamera	11/11/2019	\$631.20
Big Crow, Ben	5/23/2015	\$35.00
Koistenen, Jerry	3/7/2021	\$914.72
Reed, Stacey	6/15/2017	\$1,000.00
Thurman, Kenneth	2/7/2016	\$487.10
<b>Total</b>		<b>\$3,068.02</b>

Lynx Bettelyoun, Highway Superintendent, met with the Board to present a contract proposal from Banner Associates, Inc. for Architectural/Engineering Design Services for a new maintenance shop. He also presented two different quotes from Butler Machinery. One was a GX-150 Rotary Cutter at a cost of \$26,876.72 and the other, a FX-1800 Rotary Cutter at a cost of \$35,861.15. Bettelyoun also presented 2 private road maintenance contracts and presented his monthly report and updates.

Motion made by Comer, seconded by Hopkins, to accept the contract with Banner Associates, Inc contingent upon the State's Attorney's review.

Motion made by Hopkins, seconded by Comer to accept the quote of \$35,861.15 and approve the purchase of the FX 1800 Rotary Cutter.



Motion made by Hopkins, seconded by Comer, to approve the Private Road Maintenance Contract with Sunny Beckwith in the amount of \$215.00.

Motion made by Hopkins, seconded by Comer, to approve the Private Road Maintenance Contract with Jensen Farm & Ranch in the amount of \$85.00.

Motion made by Hopkins, seconded by Comer, to accept the Highway Department's monthly report.

Jerlene Arredondo, Veteran Service Officer, met with the Board to present the VSO monthly report and to have a discussion regarding the new office space. After discussion, the consensus of the Board indicated that they want her to move to an office space that the County owns in Batesland. Takes the Shield (Dubray) asked for a motion to move the VSO to Batesland.

Motion made by Comer, seconded by Hopkins, to approve moving the VSO Office to Batesland as soon as the WiFi is hooked up for that location.

Motion made by Comer, seconded by Hopkins, to accept the Veteran Service Officer's monthly report.

The motion to move \$100,000.00 from General Fund Cash to General Fund Restricted was not acted upon due to Yellow Bull's absence. Item will be put on the agenda for the next meeting.

There was no action taken regarding the Sheriff's Department as Vanessa Plume, Sheriff was unable to be at this meeting. Items will be put on the agenda for the next meeting.

Sue Ganje, Auditor, met with the Board to provide a report of the General Fund restricted cash (ARPA). \$410,855.00 will be taken out of Restricted Cash Fund and moved to General Cash Fund and \$195,553.00 will be taken out of Restricted Cash Fund and moved to Highway Cash. These funds will now be available for the Highway Department. She also advised that the Policy will be sent to the Commissioners before the next meeting for their review.

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

GENERAL FUND		
ARREDONDO, JERLENE	MEETING MILEAGE	\$59.16
BEAR RUNNER, RAMON	MILEAGE	\$66.30
DEPARTMENT OF LEG. AUDIT	FISCAL AUDIT 2020-2021	\$13,519.60
TAKES THE SHIELD, ANNA	MEETING MILEAGE	\$51.00
FALL RIVER CO. SHERIFF	INMATE HOUSING	\$950.00
GOLDEN WEST	LOCAL PHONE/EMAIL/LO	\$126.08
HOPKINS, ARTHUR L	MEETING MILEAGE	\$108.12
LAKOTA TIMES	PUBLICATION	\$311.76
LYNN'S DAKOTA MART	MEETING SNACKS/WATER	\$31.50
MASTERCARD	COUNTY CREDIT CARD	\$756.67
OGLALA SIOUX TRIBE	MONTHLY RENT/VSO OFF	\$100.00
PENNINGTON COUNTY JAIL	INMATE HOUSING	\$190.00
QUALITY INN PIERRE	HOTEL/ELECTION TRAIN	\$154.00
RELIANCE STANDARD LIFE	LIFE INSURANCE	\$32.00
RUSHMORE COMMUNICATIONS	NEW RADIOS	\$3,243.20
YELLOW BULL, WENDELL	MEETING MILEAGE	\$66.30
COMER, ALLYSSA	MEETING MILEAGE	\$97.92

	<b>TOTAL FOR GENERAL FUND</b>	<b>\$19,863.61</b>
<b>COUNTY ROAD &amp; BRIDGE</b>		
BETTELYOUN, LYNX	REIMBURSEMENT	\$28.00
BUTLER MACHINERY CO.	EQUIP/REPAIR	\$1,616.37
GREAT WESTERN TIRE INC.	TIRES	\$5,681.20
LACREEK ELECTRIC ASSOC	UTILITY/ELECTRIC	\$289.96
MARTIN AUTO PARTS	PARTS/SUPPLY	\$365.09
MASTERCARD	COUNTY CREDIT CARD	\$698.60
METROPOLITAN COMPOUNDS	SNOW PLOW WAX	\$1,619.65
RELIANCE STANDARD LIFE	LIFE INSURANCE	\$140.75
	<b>TOTAL FOR COUNTY ROAD &amp; BRIDGE</b>	<b>\$10,439.62</b>
	<b>TOTAL FOR BILLS PAID BETWEEN 10/28 &amp; 11/8/2023</b>	<b>\$30,303.23</b>

The Board wants to post upcoming meeting agendas to include 12:30 p.m. to review bills.

Motion made by Comer, seconded by Hopkins, to go into executive session at 2:43 p.m. for Legal as per SDCL 1-25-2 (3).

The Board came out of executive session at 3:06 p.m.

Motion made by Hopkins, seconded by Comer, to approve repairs to the Loader from the Highway Department in the amount of approximately \$20,000.00.

Motion made by Hopkins, seconded by Comer, to adjourn at 3:08 p.m.

/s/ Anna Takes the Shield (Dubray)  
Anna Takes the Shield (Dubray), 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 31st day of October 2023.

**Total Amount of Deposit in First Interstate Bank, HS:** \$ 876,593.62

**Total Amount of Cash:** \$ 614.30

**Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:** \$ 230.50

**FIRST INTERSTATE SAVINGS**

First Interstate, HS: \$ 2,646,153.43

**CERTIFICATES OF DEPOSIT:**

Schwab 2 year \$ 16,235.84

Schwab 2 year \$ 2,077,687.50

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

Election Petty Cash: \$ 15.00

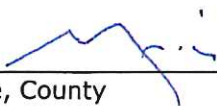
**RETURNED CHECKS:**


Deaton, Tyler \$ 110.10

Hernandez, Robert & Claudette \$ 220.20

**TOTAL \$ 5,617,860.49**

Dated This 31st Day of October 2023.

  
\_\_\_\_\_  
Sue Ganje, County  
Auditor of Oglala  
Lakota County

  
\_\_\_\_\_  
Teresa Pullen, County Treasurer  
of Oglala Lakota County

County Monies \$ 5,459,685.65  
Held for other Entities \$ 79,921.38  
Held in Trust \$ 78,253.46  
**TOTAL \$ 5,617,860.49**

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.



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 November 2023.

**Total Amount of Deposit in First Interstate Bank, HS:** \$ 687,195.02

**Total Amount of Cash:** \$ 1,491.06

**Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:** \$ 2,342.00

**FIRST INTERSTATE SAVINGS**

First Interstate, HS: \$ 2,787,696.73

**CERTIFICATES OF DEPOSIT:**

Schwab 2 year \$ 16,242.03

Schwab 2 year \$ 2,086,875.00

**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

**TOTAL \$ 5,581,966.94**

Dated This 30th Day of November 2023.



Sue Ganje, County  
Auditor of Oglala  
Lakota County



Teresa Pullen, County Treasurer  
of Oglala Lakota County

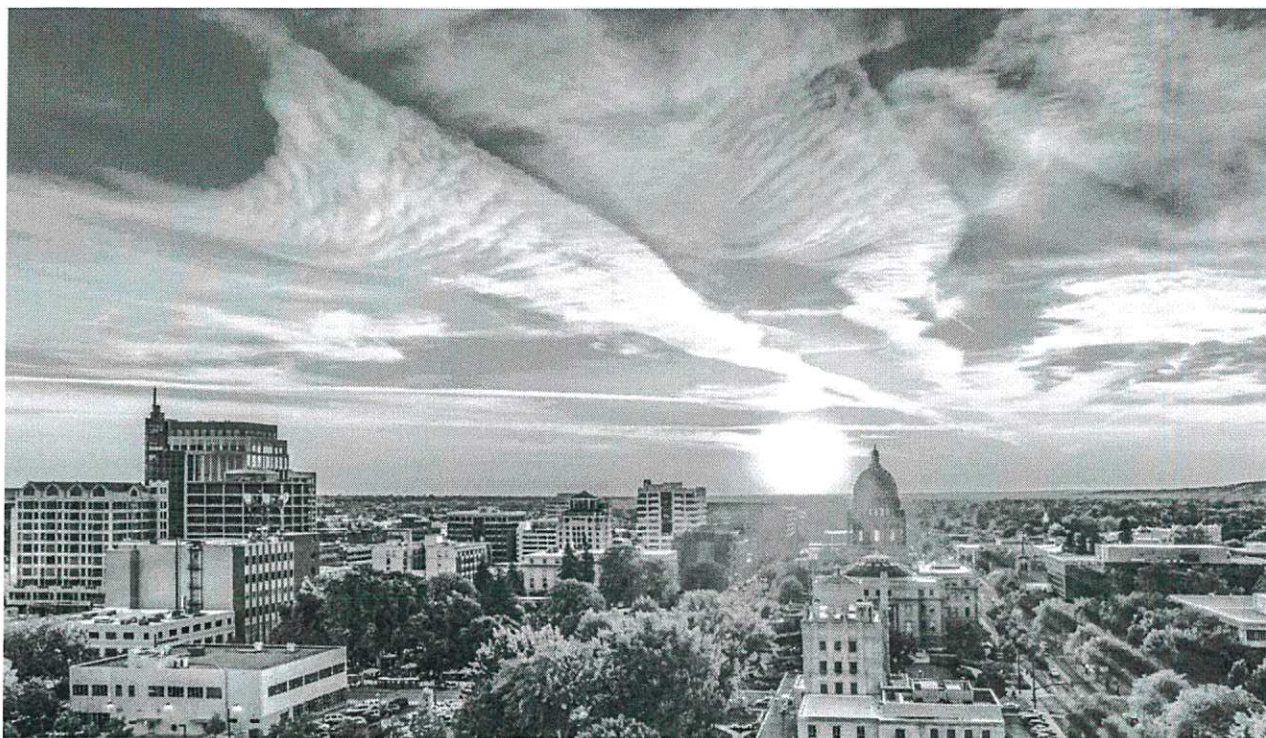
County Monies \$ 5,460,753.92

Held for other Entities \$ 43,149.99

Held in Trust \$ 78,063.03

**TOTAL \$ 5,581,966.94**

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.



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## 2024 NDAA Summer Summit – The Prosecutor's Blueprint to Safeguard Victims and Elevate their Voices through Enhanced Prosecution, Protection and Prevention Strategies

📅 July 15-16, 2024

Boise, Idaho

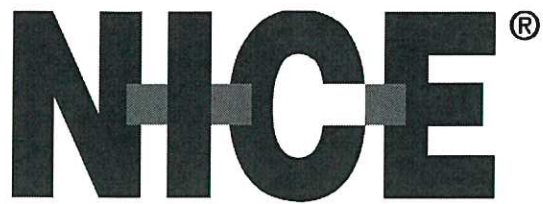
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The 2024 NDAA Summer Summit is dedicated to exploring "The Prosecutor's Blueprint to Safeguard Victims and Elevate Their Voices through Enhanced Prosecution, Protection, and Prevention Strategies." Together, we will develop actionable strategies that ensure victims are at the heart of every legal process. Join us in shaping a justice system that safeguards victims, amplifies their voices, and prevents future victimization.

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> **Conference Location**

✓ **Registration Fees**

**2024 Summer Summit Early Bird Rate**

Member and Non-Member Rate will increase after January 1, 2024

**Member**

**\$595**

**Non-Member**

**\$740**

Registration fees must be paid in full prior to the first day of the Summit. You will not be admitted if you have an outstanding balance.

Payments may be made by check, money order or credit card.

Make check(s) payable to NDAA, please list your invoice number on the memo line and send the payment to:

National District Attorneys Association

PO Box 1449

Maryland Heights, MO 63043-0149

*For efficient processing, checks are sent to a bank lockbox.*

**\*\*To obtain an invoice, please register for the course and select "check/money order" on the payment screen.**

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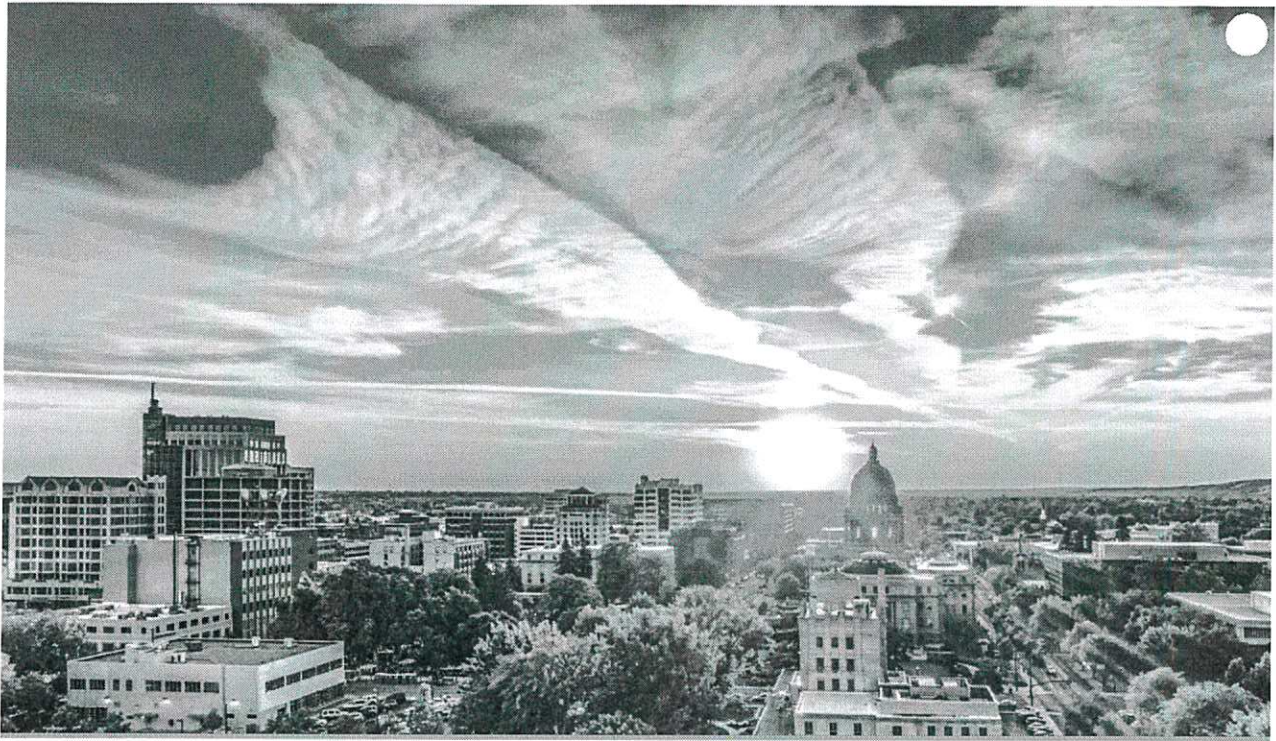
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## 2024 NDAA Summer Summit – The Prosecutor’s Blueprint to Safeguard Victims and Elevate their Voices through Enhanced Prosecution, Protection and Prevention Strategies

📅 July 15-16, 2024

Boise, Idaho

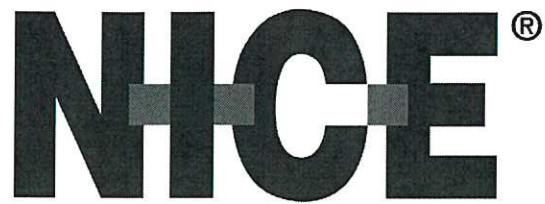
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The 2024 NDAA Summer Summit is dedicated to exploring “The Prosecutor’s Blueprint to Safeguard Victims and Elevate Their Voices through Enhanced Prosecution, Protection, and Prevention Strategies.” Together, we will develop actionable strategies that ensure victims are at the heart of every legal process. Join us in shaping a justice system that safeguards victims, amplifies their voices, and prevents future victimization.

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#### ✓ Conference Location



**The Riverside Hotel**  
2900 Chinden Boulevard  
Boise, Idaho 83714  
208-343-1871

The Riverside Hotel is in the business district of Boise and on the waterfront. Boise Towne Square Mall and The Village at Meridian are worth checking out if shopping is on the agenda, while those wishing to experience the area's popular attractions can visit Expo Idaho and Roaring Springs Waterpark. Looking to enjoy an event or a game? See what's going on at Albertsons Stadium or ExtraMile Arena.

#### **Hotel Rates**

\$225- Single/Double - plus tax

#### **Room rate includes:**

- Complimentary parking
- Complimentary high-speed Internet in guest rooms and meeting rooms
- Complimentary fitness center



Rooms will be guaranteed by the guests' major credit card or first night's deposit. The deposit becomes non-refundable or the credit card will be charged if the guest does not arrive or cancels after 6:00pm local time on the date of arrival. **Note:** that the room block cutoff date is Friday, June 21, 2024.

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# Pennington County Sheriff's Office

## Jail Division

307 Saint Joseph Street Rapid City, SD 57701-2889  
Ph. 605-394-6116  
Fax 605-716-6102



Brian Mueller  
Sheriff

Rob Yantis  
Jail Commander

November 29, 2023

Sheriff Vanessa Plume  
Oglala Lakota County Sheriff's Office  
906 N. River Street  
Hot Springs, SD 57747

Re: Prisoner Housing Contract

Dear Sheriff Plume,

Enclosed you will find the 2024 Prisoner Housing Contract for Pennington County. Upon review, please sign and return; keeping a copy for your file.

If you have any questions, please contact me at 605-394-6116.

Sincerely,

A handwritten signature in cursive script, appearing to read "Donell Welch".

Donell Welch  
Office Manager, Pennington County Jail





## CONTRACT FOR HOUSING OF PRISONERS AND DETAINEES IN THE PENNINGTON COUNTY JAIL

Comes now, the Pennington County Sheriff (PCSO), located at 300 Kansas City Street in Rapid City, South Dakota and the Oglala Lakota County Sheriff (OLCSO), located at 906 N. River St. in Hot Springs, South Dakota, and agree as follows:

WHEREAS, PCSO manages and operates the Pennington County Jail located at 307 Saint Joseph Street in Rapid City, South Dakota used for housing of prisoners and detainees and that OLCSO does not have adequate facilities in Oglala Lakota County (OLC) for the housing of prisoners and detainees, and

WHEREAS, PCSO is willing to enter an agreement with OLCSO for the housing of prisoners and detainees from OLC under the terms and conditions set forth herein.

ACCORDINGLY, the parties stipulate and agree as follow:

1. PCSO agrees to house and take care of prisoners and detainees of OLC, provide food, clothing, bedding, shoes, hygiene supplies, and other items provided to Pennington County (PC) prisoners on a daily basis. Supervision will be provided by PCSO or its designee in accordance with the written document known as the PC Jail Policies and Procedures Manual. In return for said services being performed by PCSO, OLCSO agrees to pay PCSO [\$95] per day for each inmate day. Inmates identified by PCSO as special management due to behavioral, medical, or mental health issues that utilize more resources will be billed at [\$120] per day for each inmate day. PCSO will communicate with OLCSO prior to charging the increased rate. PCSO will bill for the day of arrival but not for the day of departure.
2. OLCSO herein agrees and understands that it is their responsibility to transport prisoners to the PC Jail at their expense and to provide transportation for prisoners to and from Court at the expense of OLCSO. OLCSO further agrees and understands that it is the responsibility of OLCSO to know when prisoners of OLC are to be in Court. OLCSO also agrees that PCSO does not routinely provide transportation for inmates to Court, Video Court, or medical facilities. OLCSO herein agrees and understands that if transportation is requested by OLCSO and agreed to by PCSO, PCSO will bill transportation costs to OLCSO at [\$0.68] per mile and [\$35.00] per hour for one deputy/guard and an additional [\$35.00] per hour for any additional deputy/guard, as deemed necessary by PCSO. Transportation costs include moving

prisoners to video court within the PC Jail. All transport costs have a minimum fee of one hour, with billing occurring in ¼-hour increments after the first hour.

3. OLCSO herein agrees and understands that PCSO will, when necessary, provide extraordinary and emergency medical or dental care for prisoners or detainees of OLC, that OLCSO will pay the entire expense associated with said extraordinary and emergency medical or dental care; including transportation to and from medical or dental facilities, hospital expenses, drug expenses, doctor expenses, guard fees and any other necessary and proper expenses born by PCSO in connection with extraordinary and emergency medical and dental care. OLCSO herein further agrees and understands that the determination as to whether or not medical or dental care is an emergency will be left to the discretion of the PCSO or his designee. If extraordinary care is indicated, the PCSO will consult with OLCSO to determine proper and reasonable medical care for which OLCSO will be financially responsible.
4. OLCSO herein agrees and understands that PCSO will bill OLCSO for prisoners and detainees held by PCSO for OLCSO. Said bill shall include the cost of each days housing or lodging at the rate of [\$95] per day and any and all medical, mental health, dental or physician care incurred by PCSO. OLCSO agrees to reimburse PCSO on a monthly basis for all bills submitted by PCSO.
5. OLCSO herein agrees and understands that all prisoners and detainees of OLC housed in the PC Jail are subject to supervision provided by the PCSO or his designee in accordance with the written documentation known as the PC Jail Policies and Procedures Manual and any and all State standards that may be forth coming by the South Dakota legislature or other authorized committee or agency of the State of South Dakota.
6. OLCSO agrees to hold harmless and indemnify PC, PCSO and its officers, agents and employees, from and against any and all claims, actions, suits, damages, liability, judgments or other proceedings, including attorney fees and court costs, which may arise as a result of OLC prisoners and detainees being housed in the PC Jail and receiving medical or dental care and transportation services, all as contemplated and authorized in this Agreement. This section does not require OLCSO to hold harmless and indemnify PC, PCSO and its officers, agents and employees from claims or liability arising solely from the acts or omissions of PCSO, its officers, agents and employees.
7. The parties to this agreement herein fully agree and understand that PCSO may cancel this agreement by giving thirty (30) days written notice to the OLCSO. Said notice shall be sent by certified or registered mail. OLCSO herein agrees and understands it shall have no claim or claims of any kind against PC or the PCSO for cancellation of this agreement. OLCSO further agrees and understands that should



PCSO wish to alter any terms or conditions of this agreement, including the cost of housing prisoners, that said alterations or changes shall be provided in writing to the OLC SO by certified mail and OLC SO herein agrees and understands that said alterations or changes shall commence and take full force and effect thirty (30) days after notice of the same is received by OLC SO.

8. The parties to this agreement specifically agree and understand that any and all changes in this agreement shall be made in writing and attached to the master copy of this agreement which shall be held by PCSO. The parties to this agreement do further agree and understand that this agreement constitutes the complete understanding and agreement of the parties hereto and that no other oral agreements have been made that are binding upon the parties hereto.
9. OLC SO herein agrees to provide copies of the authority to PCSO to hold a prisoner or detainee. The authority to hold shall be either an Order of the Court, Warrant of Arrest and/or Complaint, Bench Warrant, Traffic Citation, Sentence, together with the signature of the officer delivering said prisoner or detainee on a form entitled Custody Authorization Form. PCSO reserves the right to reject any prisoner or detainee delivered without adequate authorization. Said paperwork is the consent of OLC SO for PCSO to bill OLC SO under the terms and conditions of this agreement or future addendum or modification of this contract.
10. OLC SO hereby acknowledges that PC is the owner of the PC Jail and that the operation and management of said Jail is vested in PCSO. Any rights, terms or condition provided for in the PC Jail as part of this agreement vests in, and is subject to, the ultimate control of PCSO.
11. Effective Date/Term of this Agreement is January 1, 2024 thru December 31, 2024.

Dated this 1st day of December, 2023.



Brian Mueller, Pennington County Sheriff (PCSO)

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Vanessa Plume, Oglala Lakota County Sheriff (OLC SO)







# Oglala Lakota County Sheriff's Office

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

3.33

Date	Mileage	Gallons	License Plate	Signature
10/30/23	144368	5.0	CO11398	<i>[Signature]</i>
10/30/23	110319	10.6	CO11419	<i>[Signature]</i>
11/01/23	144774	8.0	CO11398	<i>[Signature]</i>
11/01/23	144987	8.0	CO11398	<i>[Signature]</i>
11/03/23	145046	7.0	CO11398	<i>[Signature]</i>
11/6/23	145172	7.0	CO11398	<i>[Signature]</i>
11/8/23	145367	12.0	CO11398	<i>[Signature]</i>
11/9/23	145534	10.0	CO11398	<i>[Signature]</i>
11/10/23	145651	7.0	CO11398	<i>[Signature]</i>
11/15/23	145753	6.0	CO11398	<i>[Signature]</i>
11/16/23	111004	14.7	CO11419	<i>[Signature]</i>
11/27/23	15.6	146396	CO11398	
		65 Gals		
		X 3.33		
		\$217.449		

# 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 15, Township 39 Range 43

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 Dena Lonettill 131 Gooseneck Rd/ 605-455-2137 11/13/23  
P.O. Box 37 Verdun SD  
57772  
Property Owner Address Phone # Date

X Dena Lonettill  
Property Owner Signature

Oglala Lakota County Chairman

Date

Lynn Buttzon 11-13-23  
Oglala Lakota Hwy Supt. Date

1  
Total Hours Estimated

85.00  
100% Estimate Amount

                      
Date received by Auditor



Oglala Lakota County HWY Department

Ph: 605 288-1866

Fax: 605 288-1867

X Name: \_\_\_\_\_  
(Print)

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

ITEM	COST PER HOUR	HOURS	TOTAL
Motor Grader	\$85.00	1	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

85.00

X Signature: \_\_\_\_\_

Super Indendent  
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):

Description of requested work would be:

Build 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 Aimee Road 405 County R. 1. 4 454-1295 11/29/23  
Property Owner Address Phone # Date

X [Signature]  
Property Owner Signature

Oglala Lakota County Chairman

Date

[Signature] 11-29-23  
Oglala Lakota Hwy Supt. Date

Total Hours Estimated

100% Estimate Amount

Date received by Auditor

## Oglala Lakota County HWY Department

Ph: 605 288-1866

Fax: 605 288-1867

Name:  
(Print)Aimee Pond

Date:

11/29/23

ITEM	COST PER HOUR	HOURS	TOTAL
Motor Grader	\$85.00		
Dump Truck	\$65.00	2	130.00
Loader	\$65.00		
Semi/Belly Dump	\$139.00		
Pit Run Gravel	\$ 2.00		
Mower Tractor	\$55.00		
Water Truck	\$65.00		

Grand Total

130.00

Signature:

Aimee PondSuper Indendent  
Signature[Signature]



2020-2021

[illegible][illegible]

ROAD #	% DONE	DATE	DRIVER	NOTES
27	100%	11-15-2023	Lynx	16' Auto Gate
27	100%	12-7-2023	Lynx	24" X 40' Culvert
27	100%	12-7-2023	Lynx	15" X 40' Culvert

## FENCING:

ROAD #	% DONE	Date	DRIVER	NOTES
27	100%	11-20-2023	Lynx, Kelly, Doreen	1/4 mile of fence

VOLVO

~~SNOW REMOVAL~~

## Reshaping Roads

ROAD #	% DONE		DRIVER	NOTES
27	95%	11-13 - 12-11-2023	SAM, Kelly, Doreen, Lynx	

VOLVO

## EQUIPMENT REPAIR:

EQUIP NAME	% DONE		PERSON PERFORMING REPAIR	NOTES
BLO6	100%	11-13-2023	SAM, Lynx, Kelly	Changed Transmission Filter
PK02	100%	11-16-2023	SAM	Replaced wheel Bearings on HUB
<del>BLO6</del>	100%	11-16-2023	SAM	Replaced Air Filters
BLO5	100%	11-21-2023	Kelly + Lynx	Replaced 5/8" Coolant Hose
KEN	100%	11-30-2023	Lynx, Kelly, SAM	Replaced Radiator Hose + Welded Hydo Tank
BLO2	100%	11-30-2023	Lynx, Doreen, Kelly	Replaced Hydraulic steering Hose

VOLVO

## OTHER/COMMENTS:



# Oglala Lakota County Highway Dept Maintenance Sheet

Date: 11-30-2023 Operator: Dorzen Hours: 14,520 Mileage: \_\_\_\_\_  
Year: 1997 Make: Cat Model: 140H Code: B102

Oil Change 

Yes	<input checked="" type="radio"/> No
-----	-------------------------------------

 # of Grease: ✓ Fuses or Brakes: ✓

Fluids	Quarts	Gallons	Filters	Quantity	Filter #
Hydro		<u>3</u>	Inner Air		
Tranny			Outer Air		
Window			Tranny		
Anti Freeze			Hydro		
Steering Fluid			Oil		
Brake			Fuel		
Oil			Cab		
			A/C		
			Fuel Element		

Fluids Full ✓

Belts Okay ✓

Lights Work ✓

Gauges Work ✓

## Comments

Changed hydraulic hose front (steering)

Signature Lynn Dorzen, Kelly



# Oglala Lakota County Highway Dept Maintenance Sheet

Date: 11-30-23 12-4-2023 Operator: LYNX Hours: \_\_\_\_\_ Mileage: 472,578Year: 2008 Make: Kenworth Model: \_\_\_\_\_ Code: KENOil Change 

Yes	<u>No</u>
-----	-----------

 # of Grease: ✓ Fuses or Brakes: ✓

Fluids	Quarts	Gallons	Filters	Quantity	Filter #
Hydro		<u>10</u>	Inner Air		
Tranny			Outer Air		
Window			Tranny		
Anti Freeze		<u>12</u>	Hydro		
Steering Fluid			Oil		
Brake			Fuel		
Oil			Cab		
			A/C		
			Fuel Element		

Fluids Full ✓Belts Okay ✓Lights Work ✓Gauges Work ✓

## Comments

Fixed Lower radiator Hase  
Welded Hydraulic tank

Signature LYNX, Kelly, Sam

# Oglala Lakota County Highway Dept Maintenance Sheet

Date: 11-21-2023 Operator: Kelly Hours: 10915 Milage: \_\_\_\_\_  
Year: 2013 Make: CAT Model: 140M2 Code: BLOS  
Oil Change 

Yes	No <u>X</u>
-----	-------------

 # of Grease: 2 Fuses or Brakes: N/A

Fluids	Quarts	Gallons	Filters	Quantity	Filter #
Hydro			Inner Air		
Tranny			Outer Air		
Window			Tranny		
Anti Freeze		6	Hydro		
Steering Fluid			Oil		
Brake			Fuel		
Oil			Cab		
			A/C		
			Fuel Element		

Fluids Full ✓Belts Okay ✓Lights Work ✓Gauges Work ✓

## Comments

Replaced 5/8" Coolant Reservoir Return Hose  
1/4 Foot

Signature Kelly & LYNX

# Oglala Lakota County Highway Dept Maintenance Sheet

Date: 11-16-2023 Operator: JAM Hours: 4309 Mileage: \_\_\_\_\_

Year: 2021 Make: Cat Model: 150 Code: B206

Oil Change ☐ Yes ☒ No # of Grease: ✓ Fuses or Brakes: ✓

Fluids	Quarts	Gallons	Filters	Quantity	Filter #
Hydro			Inner Air	<u>1</u>	<u>331-8108</u>
Tranny			Outer Air	<u>1</u>	<u>577-1435</u>
Window			Tranny		
Anti Freeze			Hydro		
Steering Fluid			Oil		
Brake			Fuel		
Oil			Cab		
			A/C		
			Fuel Element		

Fluids Full ✓

Belts Okay ✓

Lights Work ✓

Gauges Work ✓

## Comments

Changed inner Air Filter  
Changed outer Air Filter

Signature JAM



# Oglala Lakota County Highway Dept Maintenance Sheet

Date: 11-16-2023 Operator: SAM Hours: \_\_\_\_\_ Mileage: \_\_\_\_\_

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Code: PK02

Oil Change 

Yes	No
-----	----

 # of Grease: 1 Fuses or Brakes: ✓

Fluids	Quarts	Gallons	Filters	Quantity	Filter #
Hydro	✓		Inner Air	✓	
Tranny			Outer Air		
Window			Tranny		
Anti Freeze			Hydro		
Steering Fluid			Oil		
Brake			Fuel		
Oil			Cab		
			A/C		
			Fuel Element		

Fluids Full ✓

Belts Okay ✓

Lights Work ✓

Gauges Work ✓

## Comments

1# Hub  
1# - LM 48548 outer wheel bearing Timken  
1# - 25580 inner wheel bearing Timken  
1# - 20140 Hub Seal

Signature SAM

# Oglala Lakota County Highway Dept Maintenance Sheet

Date: 11-13-2023 Operator: SAM Hours: 4309 Mileage: \_\_\_\_\_  
Year: 2021 Make: Cat Model: 150 Code: BLOG

Oil Change ☐ Yes ☒ No # of Grease: ✓ Fuses or Brakes: ✓

Fluids	Quarts	Gallons	Filters	Quantity	Filter #
Hydro			Inner Air		
Tranny		2	Outer Air		
Window			Tranny	1	337-5270
Anti Freeze			Hydro		
Steering Fluid			Oil		
Brake			Fuel		
Oil			Cab		
			A/C		
			Fuel Element		

Fluids Full ✓

Belts Okay ✓

Lights Work ✓

Gauges Work ✓

## Comments

Changed Transmission Filter

Signature SAM, Lynx, Kelly

**OGLALA LAKOTA COUNTY RESOLUTION #2023-9**  
**Supplemental Budget 2023, #1**

WHEREAS, SDCL 7-21-22 provides that the Board of County Commissioners may adopt a supplemental budget, and whereas, as due and legal notice has been given, the following Supplements to expenditures and revenues for December 13, 2023 Budget be approved as follows: General Fund: Commissioners 10100X422011, \$13,519.60 Fiscal Audit; Commissioners 10100X4270111, \$6,914.54 Travel; Elections 10100X4251120, \$2,521.27 HAVA equipment maintenance for 2023 and 2024; GIS 10100X4250170, \$393.75 New map for Website; IT 10100X4260171, \$2,300.00 Contracts for TTech and Software Services; Sheriff 10100X4110211, \$12,394.50 Salaries; Sheriff 10100X4346211, \$7,587.45 Deputy Accessories; Sheriff 10100X4340211, \$1,059.78 Equipment; County Jail 10100X4261212, \$12,452.36 Prisoners Board; Mental Illness Board 10100X4221445, \$4,531.70 Mental Illness Board; Weed Control 10100X4210615, \$170.00 Insurance; HAVA Reimbursement 10100R3310120, \$26,265.20 HAVA; LATCF Grant 10100R3310990, \$50,000.00 Grant; Postage 10100R3410140, \$3,390.10 Postage; Redeposit Prior Year 10100R3660000, \$7,002.91 Outstanding Checks; FEMA 20100R3310200, \$8,512.55 Grant; STP 20100R3340200, \$6,523.29 Surface Transportation; State FEMA 10100R3340100, \$1,100.21 Grant; Interest 10100R3610100, \$102,059.53 Interest on Schwab Means of finance to be cash and cash for revenues received, and

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners to adopt a Supplemental Budget #1.

Dated at Oglala Lakota County, South Dakota this 13<sup>th</sup> day of December 2023.

ATTEST:

\_\_\_\_\_  
Sue Ganje  
Fall River County Auditor's Office

\_\_\_\_\_  
Anna Takes the Shield (Dubray)  
Oglala Lakota County Board of Commissioners



**OGLALA LAKOTA SUPPLEMENT HEARING #1**      **December 13, 2023**  
Expenditure and Revenue

EXPENSES TO		ACCOUNT		GRANT		Description
DATE	AMOUNT	SUPPLEMENT		Y-N		
12/13/2023	\$ 13,519.60	10100X4220111	Commissioners	N		Fiscal Audit
12/13/2023	\$ 6,914.54	10100X4270111	Commissioners	N		Travel
12/13/2023	\$ 2,521.27	10100X4251120	Elections	N		HAVA Equip Maint/Payment for 23 and 24
12/13/2023	\$ 393.75	10100X4250170	GIS	N		New maps on website
12/13/2023	\$ 2,300.00	10100X4260171	IT	N		Tech Contract/Patti Contract
12/13/2023	\$ 12,394.50	10100X4110211	Sheriff	N		Salaries
12/13/2023	\$ 7,587.45	10100X4346211	Sheriff	N		Deputy Accessories
12/13/2023	\$ 1,059.78	10100X4340211	Sheriff	N		Equipment
12/13/2023	\$ 12,452.36	10100X4261212	County Jail	N		Prisoners Board
12/13/2023	\$ 4,531.70	10100X4221445	Mental Illness Board	N		Mental Illness Board
12/13/2023	\$ 170.00	10100X4210615	Weed Control	N		Insurance
<b>REVENUES TO</b>						
		SUPPLEMENT		(Exceeds Estimated Revenues)		
12/13/2023	\$ 26,265.20	10100R3310120	Hava Reimbursement	Y		
12/13/2023	\$ 50,000.00	10100R3310990	LATCF Grant	Y		
12/13/2023	\$ 3,390.10	10100R3410140	Postage	N		
12/13/2023	\$ 7,002.91	10100R3660000	Redeposit Prior Year	N		
12/13/2023	\$ 8,512.55	20100R3310200	Fema	Y		
12/13/2023	\$ 6,523.29	20100R3340200	STP	Y		
12/13/2023	\$ 1,100.21	20100R3340100	State Fema	Y		
12/13/2023	\$ 102,059.53	10100R3610100	Interest			
<b>TOTAL</b>	<b>\$ 268,698.74</b>					

OGLALA LAKOTA COUNTY VSO

MONTHLY ACTIVITY REPORT November 2023

OFFICE VISITS APPOINTMENTS 9 WALK-INS 23 PHONE 7 TOTAL 39

DEATHS TRIBAL MEMBERS 5 NON-TRIBAL MEMBERS       

VETERANS ADMINISTRATION

NEW CLAIMS 4 (PERSON 4 PHONE       )

EXISTING CLAIMS 116 (PERSON 116 PHONE       )

NEW MEDICAL ENROLLMENT 3

DD214 REQUESTS 10 (OFFICE 10 OTHER       )

HOME LOAN 1 VA STATE HOME 1 OTHER       

SD STATE BENEFITS

VETERANS/ACTIVE DUTY BONUS 1 BURIAL BENEFITS 3 EDUCATION 1

HEADSTONE/SET UP        RECORDS/OTHER 6 STATE PARKS       

HUNTING/FISHING LICENSES        LICENSE PLATES        DRIVERS LICENSE       

TRIBAL

TRIBAL VETERANS FLAG        FUNERALS/ROLL CALL 2

MEETINGS        OTHER       

PUBLIC OUTREACH

SOCIAL MEDIA ✓ RADIO STATION ✓ OTHER       

OTHER coordinated the annual Veterans Day event @ PWC

*J. Adair*



## **Oglala Lakota County Sheriff's Office**

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



To: Oglala Lakota County Commissioners

Date: 12/4/23

Subject: Resignation

Good Afternoon Commissioners,

I regret to inform you I will be resigning as the Interim Sheriff for the Oglala Lakota County Sheriff's Office. I have been offered a position elsewhere and I opted to take the position for better pay and benefits. I thank you all for the opportunity to serve as your Sheriff. I have enjoyed my time within the dept and the personnel I have met. My last day will be December 15<sup>th</sup>, 2023. Any questions or concerns please feel free to give me a call.

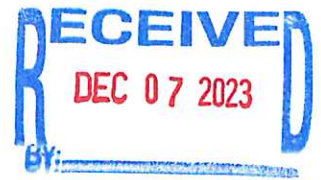
Respectfully,

A handwritten signature in black ink, appearing to read "Vanessa Plume".

**Oglala Lakota County Sheriff's Office**  
**Sheriff Vanessa Plume**  
**W: (605)891-5819**  
**Fax: (605)288-1867**  
**email: [vplume@olcounty.net](mailto:vplume@olcounty.net)**



No report available  
for Sheriff as  
of now



**Akicita Lakota Veterans**

PO Box 371  
415 Veterans Avenue  
Pine Ridge, SD 57770  
605-

Dec. 6, 2023

Board of Commissioners  
Oglala Lakota County  
906 North River St.  
Hot Springs, SD 57747

Re: Open Space in our Akicita Lakota Veterans Building

Dear Honorable Commissioners:

Greetings. I am writing to offer the possibility of renting one (1) of our offices inside of the Akicita Lakota Veterans building. As you know, we are a 501c3 operating under the intention of assisting all Veterans and their families with any issue needed to improve their wellbeing.

The Veteran Services Officer (VSO) for this county has been recently relocated from the Oglala Sioux Tribal Veterans Shelter to an office inside the Batesland's Road Department compound. This is quite a distance away from populated areas which contain Veterans. We do not wish to get into the politics of the move and will work with the county VSO when possible.

Today, we would offer an office inside of the Akicita Lakota Veterans building to house the county VSO in the event that the Commissioners want to do so. We would mirror the rent that was being paid to the tribe for the use of our office space, which would be a very low \$100.00 per month.

The Akicita Lakota Veterans are extremely appreciative of the assistance that the Oglala Lakota County Board of Commissioners has extended to us in the past which enabled our team to install the much-needed electrical service.

The sole owners and board members of the 501c3 Akicita Lakota Veterans are Bryan V. Brewer, President, Clarence "Chuck" Conroy, Vice President and Jeffrey L. Whalen, Secretary. We unanimously agree to work with/or assist the County in their scope to better the enhancement of Veterans assistance. Currently we are assisting with food distribution, travel to appointments, advice with Compensation and Pension matters, etc. We have set up two (2) computers in our building to allow Veterans to apply for jobs, seek assistance via the Veterans Administration web site, or to generally surf the internet. We have a weekly radio show on KILI, Sunday from 10:00 a.m., through 11:30 a.m., where we inform the public of a wide variety of Veterans issues. We have a web page set up at [www.ALVeterans.org](http://www.ALVeterans.org) and a Facebook page called Akicita Lakota Veterans.

Finally, we welcome the addition of a VSO, and with open arms, should the County Commissioners wish to do so.

Best.

Bryan V. Brewer  
President  
Akicita Lakota Veterans

[EXT] OL agenda

Teresa Pullen <Teresa.Pullen@frcounty.org>

Tue 12/5/2023 9:54 AM

To: Ganje, Sue <Sue.Ganje@state.sd.us>

📎 1 attachments (123 KB)

DANR - Batesland 2023.pdf;



Sue,

Please add me to the OL agenda regarding the properties in Batesland and the letter from the DANR. Letter from DANR attached.

Teresa Pullen

Treasurer for Fall River & Oglala Lakota County

906 N River St.

Hot Springs SD 57747

Phone: 605-745-5145

Fax: 605-745-3530





**DEPARTMENT of AGRICULTURE  
and NATURAL RESOURCES**

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

November 30, 2023

Teresa Pullen  
Treasurer for Fall River and Oglala Lakota Counties  
906 N River St  
Hot Springs, SD 57747

RE: Former Bennett County Coop Release Site, Batesland, SD – DENR #86.050

Dear Teresa Pullen:

As was discussed during our in-person meeting in Batesland on November 13, 2023, the county may soon acquire certain properties adjacent to the above-referenced petroleum release site. During our meeting, you requested DANR provide a letter documenting potential impacts of the release on Parcels # 80000-00900-00100 & 80000-00900-00200, Lots 1 and 2 of Block 9 in Batesland.

The Bennett County Coop release was reported in 1986. At the time, the Coop facility was located at the SW corner of First Street and Cedar Street, where the current Handi Stop fuel station is located.

When a release occurs, state statutes require the department to name the entity most responsible for causing the release as the responsible party. The responsible party is then required to perform any necessary assessment and corrective actions at the release site. If a responsible party cannot be identified, the current property owner of the release site property may be designated as the responsible party. For the petroleum contamination documented as file #86.050, the department named Bennett County Coop as the responsible party.

Gasoline contamination of soil and groundwater that originated from the former Bennett County Coop site has impacted the subsurface soils of the Batesland parcels identified above. Much of the gasoline contamination remains at depths of 19 feet or more below ground surface. With rural water providing potable water for the town and the properties in question, exposure to contamination by ingestion is highly unlikely. You indicated a shop building with offices would likely be built on the abovementioned properties or other lots adjacent to the west within Block 9. With this type of structure, vapor impacts are also unlikely. If there are no completed exposure pathways, there will be no known risk to human health. However, if a basement is planned for the building, or if a water line is installed in contaminated soil, the level of risk may change.

November 30, 2023

A change of property ownership does not alter the designation of which party is responsible for the release. However, subsequent owners like the Handi Stop are expected to allow access to the property for any necessary assessment or corrective actions. Failure to do so could result in them being required to perform the response actions themselves. Future property owners could be named responsible if new releases occur during their ownership. For other off-site properties impacted by the release, current and future owners are expected to allow reasonable access to the property for necessary assessment or corrective actions.

South Dakota uses a risk-based approach to petroleum releases. Cleanup efforts are guided by the risks posed by the contamination. If no risks are present, contamination may be left in place to naturally degrade. The nature of the subsurface material in the area and other factors have lent to difficulties in remediating soil and groundwater contamination that originated on the former Bennett County Coop site and the former Mobil station release site directly east of #86.050. However, the risks associated with this release are being addressed. As long as no new release is identified at the Handi Stop station or on any of the parcels you identified, the department does not envision any significant corrective action work being performed on this property.

Finally, you should be aware that if petroleum contaminated oil is encountered during building construction, that soil must be properly managed. DANR will not require that you excavate that soil. However, if soil is excavated for example, to install footings for the structure, and if that soil is to be taken off-site, it is considered a soil waste and must be disposed at a permitted municipal soil waste landfill.

Should you have any additional questions regarding this matter please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'T. Florentz', with a long horizontal stroke extending to the right.

Terry Florentz, P.E.  
Inspection, Compliance, and Remediation Program  
(605) 773-3296

## **INTERGOVERNMENTAL CONTRACT AND COVERAGE DOCUMENT FOR THE SDML WORKERS' COMPENSATION FUND**

THIS AGREEMENT, is made and entered into by the undersigned who, upon execution of this Agreement, will be contractually bound with all other signatories and other Members who have entered into similar agreements creating and becoming Members of the Fund herein created.

WHEREAS, the acts of the State of South Dakota authorizes and/or permits various governmental authorities to contract;

WHEREAS, the undersigned desires along with other such public agencies, to form or join a pool arrangement to be known as the SDML Workers' Compensation Fund;

WHEREAS, the undersigned executes this document for purposes of joining, by virtue of an intergovernmental contract, the pool arrangement known as the SDML Workers' Compensation Fund;

NOW, THEREFORE, the undersigned executes this agreement in consideration of and in conjunction with other governmental authorities executing this agreement for the purpose of joining a pool arrangement known as the SDML Workers' Compensation Fund. The undersigned agrees to abide by the terms and conditions of this contract and all actions taken pursuant to this contract. In consideration of the mutual covenants of all signatories to this intergovernmental contract it is agreed as follows:

### **ARTICLE I NAME**

The pool created by this agreement shall be known as the SDML Workers' Compensation Fund, hereinafter referred to as "Fund."

The signatories hereto, together with past and future signatories, establish a contractual pool arrangement for the purposes of effectuating this agreement; this pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of this agreement and the bylaws of the Fund.

### **ARTICLE II PURPOSE**

The purpose of this agreement is to enter into an intergovernmental contract to form a pool arrangement to provide for joint and cooperative action by Members for the purpose of providing workers compensation coverage to the Members and the Members' employees, and to



defend and protect in accordance with this agreement, any Member of the Fund against liability as outlined in this agreement. This agreement and the activities hereunder shall not constitute doing an insurance business, nor the formation of a separate legal entity. Nothing contained herein is intended or should be construed to create an entity of any kind. This agreement is intended to create a contractual relationship and agreement between the signatories and all current and future Members of the Fund which shall now or at any time enter into this agreement and become Members of the Fund.

This agreement shall not inure to the benefit of third parties nor does any party hereto waive such sovereign or governmental immunity as may be available to it individually. Furthermore, nothing contained herein shall be construed so as to create responsibility in one Member for the liabilities of any other Member.

### **ARTICLE III MEMBERS COSTS**

Fund Members' annual cost of membership will be based on contributions individually estimated on the basis of the payroll of the Member as provided by the Member. Yearly, at the anniversary of the contract, an audit will be conducted to determine actual payrolls and the audited and final contribution amount for each Member.

Rates approved by the Fund will be used to determine standard contributions for each Member. In the initial year, each Member's experience modification will be used as established by the NCCI (National Council of Compensation Insurance). If none has been promulgated, the Fund or its agent will provide an experience modifier.

### **ARTICLE IV MEMBERS, TERMS, WITHDRAWAL, TERMINATION**

Membership in the Fund will be limited to public agencies, as defined by SDCL 1-24-1(1), or any joint power agreement or separate entities consisting entirely of public agencies which meet that definition. Membership in the Fund is subject to the approval of the Fund Board of Trustees.

The minimum term of membership shall be one (1) year. A Member may withdraw its membership for any year thereafter upon the giving of not less than sixty (60) days written notice, prior to the beginning of the new plan year, to the Fund or its agent(s). If a Member withdraws without the required sixty (60) day written notice prior to the end of the plan year, a sixty (60) day short rate penalty may be applied.

A Member may be terminated from the Fund under the rules set forth in the bylaws for reasons which include, but are not limited to, the following:

1. Failure to make the required contributions on the date when due or within the period of time allowed by the Fund for payment thereof.

2. Failure to meet other requirements as they may be found for continued participation in the Fund to preserve the stability and strength of the Fund including participation and programs or efforts designed to reduce losses or adjust claims, consistent with this fund agreement and the bylaws of the Fund.

By accepting membership in the Fund, the Member agrees that it may be sued by the Fund in any court having jurisdiction over the Fund and/or the Member for any contributions, charges, penalties or other monies that are not paid to the Fund on the due date thereof, including reasonable attorney fees and other related litigation expense in the collection of the same.

## **ARTICLE V COVERAGE**

In consideration of payment of the Members' contributions as described by this agreement, the Fund agrees to the following:

1. Coverage. The Fund will promptly pay when due all compensation and other benefits required of the Member by South Dakota Workers' Compensation Law, as such law may be amended from time to time, and any such amounts or benefits due on the basis of Employers Liability.

2. Defense, Settlement, and Supplementary Payments. As respect to the coverage afforded by the terms of this agreement, the Fund shall:

a. defend any proceeding against the Member seeking such benefits and any suit against the Member alleging such injury and seeking damages on account thereof, even though such suit, proceeding, allegation, or demand may be groundless, false or fraudulent, but the Fund shall make such investigation, negotiation, and settlement of any claim or suit as it deems appropriate.

b. pay all expenses incurred by the Member or the Fund, all costs assessed against the Member or Fund in any such proceeding or suit and all interest occurring after entry of judgment until the Member or Fund has paid or tendered or deposited in Court such part of a judgment as does not exceed the limit of the Fund's liability thereon.

3. Applicability of Coverage. Benefits under this agreement apply only to injuries occurring during a period in which the employer is a Member of the Fund. Coverage will not be provided for entities located outside of South Dakota. Those Members who are hiring employees



outside the State of South Dakota may be offered coverage with prior approval of the Fund. Member employees traveling outside the State of South Dakota at the direction of the Member will be covered.

4. Conditions. If any changes in classification, rates or rating plans is or becomes applicable to the coverage under any law regulating this coverage or because of any amendments affecting the benefits provided by South Dakota Workers' Compensation Law, such coverage and changes shall be stated in an effective date thereof.

5. Payroll Records. Each Member shall maintain records of the information necessary for contribution computation and shall send copies of such records to the Fund at the end of the benefit period, or at such time during the benefit period as the Fund may direct.

6. Other Insurance. The Fund will not pay more than its share of damages and costs covered by this coverage and other insurance or self insurance. Subject to limits of liability that apply, all shares will be equal until the loss is paid. If any coverage, insurance or self insurance is exhausted, the shares of all remaining coverage, insurance and self insurance will be equal until the loss is paid.

7. Scope of Coverage for Foreign Voluntary Workers' Compensation and Employers' Liability For Traveling Employees.

A. The coverage afforded by this Agreement also applies to Employees as defined in Article V Section 8 of this Agreement, who are traveling for work at locations within the following county or countries:

*anywhere in the world outside the United States or United States possessions and territories, except Countries or areas of Countries that are assigned, at any time during the Liability Period, a Travel Advisory Ranking of "Level 4: Do Not Travel" as shown on the US Department of State – Bureau of Consular Affairs website at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html>.*

B. Benefits payable for Employees as defined in Article V Section 7 and Section 8 of this Agreement are the same as those that would be payable if the Employees in question were subject to the Worker's Compensation Law of the State of South Dakota.

8. Employees Covered

A. It is agreed that the coverage afforded by this Agreement applies to those Employees of the MEMBER who are traveling at the direction of the MEMBER to work at locations within the country or countries not excluded under Article V Section 7 Sub-Section A of this Agreement.

B. With respect to any such Employee traveling at the direction of the MEMBER to work at locations within the country or countries not excluded under Article V Section 7 Sub-Section A of



this Agreement, the coverage afforded by this Agreement shall apply in the same manner as if said Employee was performing work within the United States of America and subject to the Worker's Compensation Law of the State of South Dakota.

C. The coverage afforded by this Agreement shall not apply to persons who are citizens or residents of the United States of America and are temporarily within the country or countries stated in Article V Section 7 Sub-Section A of this Agreement.

All other terms, conditions, agreements and stipulation remain unchanged.

9. Agreement Modifications. This Agreement may be amended by the Board of Trustees with the approval of two-thirds (2/3) of the members of the Board. All Members agree to properly execute and adopt amendments so approved. The payment of the Member's Contribution to the Fund for the upcoming year shall be deemed consent of that Member to the terms and conditions of this Agreement and any Amendments thereto.

## **ARTICLE VI MEMBERS' OBLIGATIONS**

Each Member agrees to be bound by all the terms, conditions and requirements of the bylaws of the Fund, as amended from time to time, and as provided to the Member upon application and acceptance of membership by the Fund, and to abide by the rules and regulations promulgated by the Fund for the administration of the Fund, which shall include, but are not limited to, the following:

1. Each Member agrees to initiate and maintain a safety program to give its employees safe and sanitary working conditions and agrees to follow the general recommendations of the Fund, its loss control administrator and/or agents to promote the general welfare of its employees. Each Member, however, shall remain solely responsible for all decisions concerning its safety program and practices and is independently charged with relying or not relying upon the evaluations and recommendations made by the Fund and/or its agents and is solely responsible for the final decision concerning its safety programs and practices.
2. When an injury to an employee covered by this agreement occurs, the Member shall immediately complete an Employer's First Report of Injury Form (DOL-LM-101) (most recent version) as issued by the South Dakota Department of Labor, Division of Labor and Management, and file the original with the appointed agent of the Fund who is to handle claims administration, or any other agent as appointed by the Fund.

3. If a claim is made or suit, or other proceeding is brought against the Member, the Member shall immediately forward to the Fund or its appointed agent every demand, notice, summons or other process received.
4. The Member shall cooperate with the Fund and its appointed agents and upon request shall attend hearings and trials and shall assist in effecting settlements, the securing and giving of evidence, obtaining the attendance of witnesses and shall otherwise cooperate as determined to be necessary by the Fund in the conduct of suits, hearings or proceedings.
5. The Members shall not, except at its own costs which shall not be reimbursed by the Fund, voluntarily make any payment, assume any obligation, or incur any expense other than for such immediate medical and other services at the time of injury as are required by South Dakota Workers' Compensation Law.
6. Each Member shall make prompt payment of all contributions and payments as required under this agreement.
7. Each Member does hereby appoint the Fund, its Board of Trustees and any of its duly authorized and appointed agents as agent and attorney-in-fact to act on the Members behalf to file reports and pay expenses and all other things required or necessary insofar as they affect the Members liability under South Dakota Workers' Compensation Law or such Members obligation under the rules, regulations and orders of the South Dakota Department of Labor.
8. Each Member agrees that in the event of the payment of any loss by the Fund under this agreement, the Fund shall subrogate to the extent of such payment to all rights of the Member against any person or other entity legally responsible for damages of or on said losses, and in such event, the Member hereby agrees to render all reasonable assistance, other than pecuniary assistance, to effect recovery by the Fund under such right.
9. The trustees of the Fund, or their duly appointed and authorized agents, servants, employees or attorneys shall be permitted at all reasonable times to inspect the Members' work place, plants, works, machinery and appliances covered by this agreement and shall be permitted following the termination of membership to examine Members' books, vouchers, contracts, documents and records which show or tend to show or verify contributions which are payable or were paid to the Fund on any claim as it may appear to be due. Following membership termination, the Member agrees to cooperate in good faith and comply fully with the terms of this agreement as they relate to any and all liabilities still existing, or possibly still existing as determined by the Fund, under the agreement between the Fund and the Member. All rights and authorities herein granted the Fund and obligations of



the Member herein shall continue and survive the termination of membership of the Member as long as any liability or possibility of liability exists, as determined by the Fund, under this agreement.

## **ARTICLE VII MISCELLANEOUS**

1. Should any section, provision or portion of this agreement be held or found unenforceable or invalid for any reason, the remaining sections, provisions and portions shall be unaffected by such holding or finding and shall remain in full force and effect.

2. This agreement contains the entire agreement between the parties with respect to the issues and coverages addressed herein, and no statement, promise, or inducement made by any signing party or agent of any signing party that is not contained in this agreement shall be valid or binding; all oral understandings between the parties are hereby merged into this agreement, and this agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed thereon.

3. Provided the Fund performs all of its obligations under this agreement, the Member agrees to defend, indemnify and hold the Fund, its Trustees and agents harmless from any and all liabilities, losses or damages that the Member may suffer by reason of this agreement, provided however, that the acts of the Fund, its Trustees and agents must be conducted in a good faith manner and in a manner reasonably believed to be in the best interests of the Fund and the individual Member.

4. The acceptance of a late contribution by the Fund or the acquiescence either through action or inaction of the Fund in any default or failure to comply with this agreement or the bylaws of the Fund by the Member shall not be a waiver of the right of the Fund to insist upon timely contributions and compliance with the other provisions of the bylaws of the Fund or this agreement in the event of any subsequent breach of this agreement or the bylaws of the Fund by the Member.

5. It is contemplated by the Fund and the Member that this agreement may be executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.



**ARTICLE VIII  
NOTICE**

Any notice required by this agreement shall be sufficient if delivered personally or given by depositing the same in a United States Post Office Box in a sealed, prepaid envelope, addressed to the person to be notified at his last address as the same appears in the records of the Fund, or any mail notice shall be deemed to have been given on the date of mailing, provided, that any notice that is mailed pursuant to a termination or cancellation of any right or obligation under this agreement shall be considered mailed on the date of mailing if said item is mailed by certified mail.

Notices to be given under this Agreement shall be sent to all Members or their representatives following Board action at their last known address or their last known electronic address.

**ARTICLE IX  
EFFECTIVE DATE AND TIME**

The Fund shall operate on a fiscal year from 12:01 am January 1st to 12:01 am January 1st of the next year.

IN WITNESS WHEREOF, the parties hereto have entered into this intergovernmental contract and coverage document for the SDML Workers' Compensation Fund by the execution of the signatures below and acknowledge that they have and are authorized to enter into the same.

Dated \_\_\_\_\_ 2023

Name of Public Agency:

\_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_ 2023

SDML Workers' Compensation Fund

By:   
Its: Administrator

# The Consequences of Woody Species Encroachment

## on all Grasslands in South Dakota

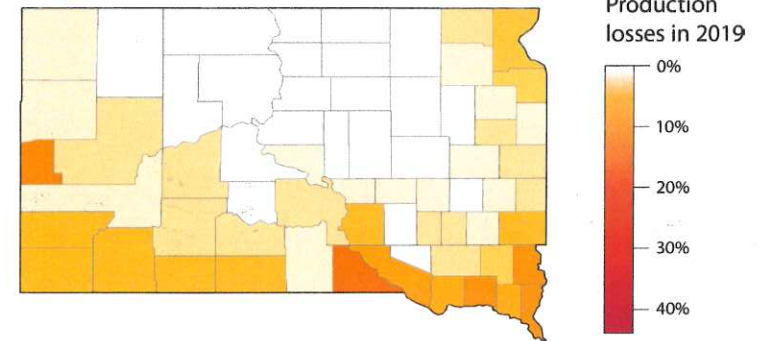
In South Dakota, 145,352 tons of forage were lost to woody plant encroachment in 2019! This is equivalent to 242,253 round hay bales at 1,000 pounds or the yearly forage need of 30,665 beef cows.

This is an economic hit of \$4.5 million for South Dakota farmers and ranchers annually.

Woody encroachment causes more negative impacts in grasslands than just reducing forage production. In the Great Plains, invading woody species:

- Decrease stocking rates,
- Decrease grassland biodiversity,
- Reduce water supplies,
- Increase wildfire risk,
- Increase human allergen potential,
- Increase risk of tick and mosquito-borne diseases, and
- Impact wildlife.

To learn more about forage production losses at the state down and county level, visit [www.wlfw.org/yieldgap](http://www.wlfw.org/yieldgap)



Production losses are derived from a 1990 baseline and are the result of increasing woody cover over a 20 year period.

### 2019 South Dakota Rangeland Production Losses Equate to:

- \$4.5 million in lost forage
- More than 242,000 round hay bales
- Yearly forage need for 30,665 beef cows

**Connect with your local NRCS Service Center to learn more, take action, and get your free Guide!**

**USDA** Natural Resources Conservation Service  
U.S. DEPARTMENT OF AGRICULTURE  
200 4th Street SW  
Room 203  
Huron, SD 57350  
605-352-1200

**Rancher Driven,  
Science Informed, Agency Supported**

The South Dakota Natural Resources Conservation Service and partners are working with landowners and producers to prevent and reverse losses in rangeland production due to woody plant species encroachment.

Contact your local NRCS office today to learn how you can reduce the risk of encroachment on your property.



Scan the QR code to download the 'Reducing Woody Encroachment in Grasslands Guide' or contact us at 605-352-1200 for your copy or to locate your local NRCS Service Center.

5774731367

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Oglala Lakota County Commissioner  
906 N River St  
Hot Springs, South Dakota 57747

