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

MONDAY, JANUARY 8, 2024

CELL PHONE USAGE IS PROHIBITED DURING THE MEETING

12:30 Commissioners review of Bills

1:00 Call Meeting to Order Pledge of Allegiance

Consent agenda items for consideration:

- Review Agenda for Conflicts; Approve Agenda
- Auditor's request for nominations for Chairperson of Board; turn meeting over to new Chairperson
- Nominations for Vice-Chairperson

1st Grouping

- Designate Bulletin Boards for Legal Notices (Hot Springs, Pine Ridge & Kyle in 2023)
- Designate Depositories for 2024 (First Interstate Bank, Black Hills Federal Credit Union and Schwab in 2023)
- Set 2024 Indigent Burial Fee (\$1,000.00 In 2023)

2nd Grouping

- Approve Prisoner Housing in Fall River County \$95.00 and \$120.00 per day and Pennington County \$95.00 and \$120.00 per day (same in 2023)
- Approve not Re-Hiring, for 6 months, any employee who quits and withdraws their retirement, unless approved by the Commissioners (same in 2023)
- Set Commission meeting days, second Monday of each month and additional dates as set by the Board (second Wednesday of the month and additional dates as set by the Board in 2023)
- Approve same day travel for officials and require approval for any overnight travel (same in 2023)

3rd Grouping

- Appoint Legal Newspaper for 2024 (Lakota Times in 2023)
- Approve Resolution for Purchase off State Bid (same in 2023)
- Approve Wages & Salaries for 2024
- Appoint Commissioner as the Weed Board; no compensation

4th Grouping

- Approval of TBD as the 2024 Satellite Early Vote Site for the Primary and General Elections
- Approve Election Fee Resolution
- Approve Polling Location Resolution
- Approve Vote Centers Resolution

Action Items for Consideration

(Move any unfinished business to end of meeting)

1:20 Lynx Bettelyoun, Highway Superintendent-

- Set Private Road Work Hearing for February 12, 2024 at 1:30 p.m. as per SDCL 31-11-41 through SDCL 31-11-45 at 1:30 pm
- Request approval for purchase of a Martins 33-ton professional air/hydraulic floor jack in the amount of \$1,178.52; possible action
- 12/19/2023 12/28/2023 Approve Sheriff Department fuel transfer to reimburse the Highway Department 16.2 gallons @ \$3.33 = \$53.946
- Banner Associates Contract; possible action
- Submit Monthly Report, possible action

1:30 Jerlene Arredondo, Veteran Service Officer-

- Submit and request approval to reimburse Oglala Sioux Tribe for the amount of the invoice from Prairie Wind Casino & Hotel for 100 Roast beef/chicken/MP/gravy dated 11/9/2021 at a total of \$700.00; possible action
- Submit and request approval to reimburse Oglala Sioux Tribe for the amount of the invoice form Prairie Wind Casino & Hotel for 100 Pot roast/chicken/drinks/desserts dated 11/12/2022 at a total of \$1,400.00; possible action
- Submit and request approval to pay invoice from Prairie Wind Casino & Hotel for 100 Prime Rib Dinners/salad/dessert dated 10/23/2023 at a total of \$2,000.00; possible action
- Submit and request approval to pay invoice from Oglala Sioux Tribe in the amount of \$375.00 for reimbursement of LNI Veteran tickets; possible action
- Submit Monthly Report; possible action
- Updates

1:40 Derek Puckett, Acting Sheriff-

- Submit Monthly Report; possible action
- Updates

1:50 Wendell Yellow Bull, Commissioner-

- Request travel approval to attend the Lakota Construction Summit on January 31, 2024 at the Holiday Inn Downtown at a cost of \$25.00 for Coalition Individual Member or \$50.00 for Individual Non-Member plus overnight accommodations; possible action
- Request for Fall River County Contracted Departments to supply statistical information regarding the services they provide for Oglala Lakota County; possible action

2:05 Commissioners-

- Appoint Jerlene Arredondo, Oglala Lakota County Veteran Service Officer, for a four-year period, as per SDCL 33A-1-22, effective January 2, 2024 through January 2, 2028; possible action
- Review letters of interest/applications for the Sheriff position; possible action

2:20 Ramon Bear Runner, CEO Oglala Lakota Housing Authority-

- Present for approval the Rental agreement for VSO to occupy office space, authorize Chairman to sign; possible action
- Present for approval the MOA between Bauxsimone Consulting, LLC, Behavior Management Systems, Inc and Oglala Lakota Housing Authority regarding supportive services for a tribally designated housing entity of the Oglala Sioux Tribe, authorize Chairman to sign; possible action

2:30 Teresa Pullen, Treasurer-

- Discussion regarding the properties in Batesland and the letter from DANR; possible action
- 2:35 Approve Bills
- 2:40 Public Comment
- 2:50 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.

WHEREAS, the Division of Purchasing and Printing of the State of South Dakota has competitively bid state contracts for the purchase of necessary supplies, equipment and materials for state and local governments, and

WHEREAS, the Oglala Lakota County Board of Commissioners is authorized to purchase necessary supplies, equipment and materials for its use, and

NOW THEREFORE, BE IT RESOLVED, that the Board of Oglala Lakota County Commissioners enter into an agreement with the Division of Purchasing and Printing of the State of South Dakota to purchase equipment, supplies and materials.

Dated this 8 th day of January, 2024	
ATTEST:	Chair Oglala Lakota County Board of Commissioners
Sue Ganje Oglala Lakota County Auditor	

WHEREAS, pursuant to SDCL 7-12-15 the Board of Commissioners by Resolution may establish the salary payable to the County Sheriff; and

WHEREAS, the salary may not be less than the following schedule and is based upon the most recent decennial federal census. The Oglala Lakota Census is 13,672.

County Sheriff – Population over 10,000: \$44,492.00

BE IT RESOLVED, that the Oglala Lakota Board of County Commissioners set the salaries as follows, effective January 1, 2024:

Sheriff, TBD

\$44,492.00

Passed and approved this 8th day of January, 2024.

Chairman

Oglala Lakota Board of County Commissioners

ATTEST:

Sue Ganje

Oglala Lakota County Auditor's Office

OGLALA LAKOTA COUNTY PAYROLL 2024

Arredondo, Jerlene	Veteran's Service Officer	\$39,802.92 per year
Bear Runner, Ramon	Commissioner	\$500.00 a month plus \$35.00 per attended meeting
Bettelyoun, Lynx	Hwy Superintendent	\$58,632.84 per year
Comer, Allyssa	Commissioner	\$500.00 a month plus \$35.00 per attended meeting
Ferguson, Doreen	Hwy Department	\$17.00 per hour
Ferguson, Kelly	Hwy Department	\$20.60 per hour
Puckett, Derek	Sheriff	\$44,492.00 per year
Hopkins, Artthur	Commissioner	\$500.00 a month plus \$35.00 per attended meeting
Martinez, Audrey	Hwy Secretary	\$16.97 per hour
Martinez, Audrey	Coroner	\$200.00 per call
Takes The Shield (Dubray), Anna	Commissioner	\$500.00 a month plus \$35.00 per attended meeting
White Face, David	Hwy Department	\$24.79 per hour
Yellowbull, Wendell	Commissioner	\$500.00 a month plus \$35.00 per attended meeting

\$3,000.00 per year \$3,000.00 per year

State's Attorney's Office State's Attorney's Office

Paid out of the Victim's Assisstance Fund

Boche, Carol Two Bear, Lynn

WHEREAS, pursuant to SDCL 12-15-11, the Board of County Commissioners at their first meeting shall set a fee for Election Board and the mileage rate;

NOW THEREFORE BE IT RESOLVED, that the Oglala Lakota County Board of Commissioners have set the fee for attendance of Election School at \$25.00; and

ALL ELECTION BOARDS WILL RECEIVE A FLAT FEE OF \$175.00; SUPERINTENDENTS OF EACH PRECINCT A FEE OF \$200.00; RESOLUTION, ABSENTEE, PROVISIONAL AND POST-ELECTION AUDITING BOARDS WILL BE SET AT \$13.50 PER HOUR, and

BE IT FURTHER RESOLVED, that the Oglala Lakota County Commissioners set the mileage rate at \$.51 per mile for the transporting of ballots and ballot boxes by the precinct superintendent.

Dated this 8th day of January, 2024

	Chair
ATTEST:	Oglala Lakota County Board of Commissioners
Sue Ganje Oglala Lakota County Auditor	

WHEREAS, SDCL 12-14-1 allows for the establishment of polling locations in each County; and NOW THEREFORE, BE IT RESOLVED, that the Oglala Lakota County 2024 polling places be established as follows:

COUNTY COMMISSIONER DISTRICT 1

PORCUPINE PRECINCT – Christ The King Parish, Bill Pauly Hall, 490 Lourdes Ln, Porcupine, SD

COUNTY COMMISSIONER DISTRICT 2

OGLALA PRECINCT- Brother Renee Hall, 29128 US Hwy 18, Oglala, SD MANDERSON PRECINCT- St. Agnes Church Hall, 1886 BIA 33, Manderson, SD

COUNTY COMMISSIONER DISTRICT 3

CUNY TABLE PRECINCT- Red Shirt School, 38 Tatanka Numpa Rd, Red Shirt, SD

KYLE PRECINCT- Little Wound School, 438 Main St, Kyle, SD ROCKYFORD PRECINCT- Wakan Tiospaye #12 Community Building, 112 Steele Place, Porcupine, SD

COUNTY COMMISSIONER DISTRICT 4

PINE RIDGE PRECINCT 3- Pine Ridge High School, Prue Ecoffey Gymnasium, 157 Thorpe Lp, Pine Ridge, SD

COUNTY COMMISSIONER DISTRICT 5

PINE RIDGE PRECINCT 1- Pine Ridge High School, Prue Ecoffey Gymnasium, 157 Thorpe Lp, Pine Ridge, SD

BATESLAND PRECINCT- Oglala Lakota County School, Bill Conquering Bear Gymnasium, 409 3rd St, Batesland, SD

Dated this 8th day of January, 2024

	Chair
ATTEST:	Oglala Lakota County Board of Commissioners
Sue Ganje, Oglala Lakota County Auditor	

WHEREAS, SDCL 12-14-17 allows for the establishment of vote centers in each County; and NOW THEREFORE, BE IT RESOLVED, that the Oglala Lakota County 2024 vote centers be established as follows:

COUNTY COMMISSIONER DISTRICT 1

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

COUNTY COMMISSIONER DISTRICT 2

VOTE CENTER #5, OGLALA - Brother Renee Hall, 29126 US Hwy 18, Oglala, SD VOTE CENTER #4, MANDERSON - St. Agnes Church Hall, 1886 BIA 33, Manderson, SD

COUNTY COMMISSIONER DISTRICT 3

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

VOTE CENTER #3, KYLE - Little Wound School, 438 Main St, Kyle, SD VOTE CENTER #9, ROCKYFORD - Wakan Tiopspaye #12 Community Building, 112 Steele Place, Porcupine, SD

COUNTY COMMISSIONER DISTRICT 4

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

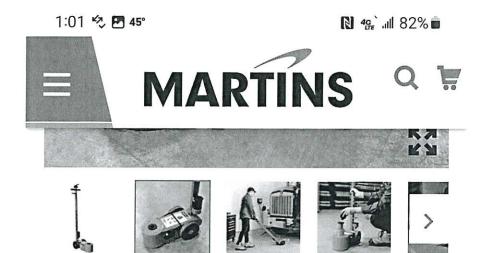
COUNTY COMMISSIONER DISTRICT 5

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

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

Dated this 8th day of January, 2024

	Chairman
ATTEST:	Oglala Lakota County Board of Commissioners
Sue Ganje, Oglala Lakota County Auditor	



33-Ton professional air/hydraulic floor jack

MFJ-30T

* Be the first to review this product

\$1,178.52







33-Ton Professio... martinsindustries.com















<u>Home</u> / 33-Ton professional air/hydraulic floor jack









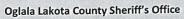










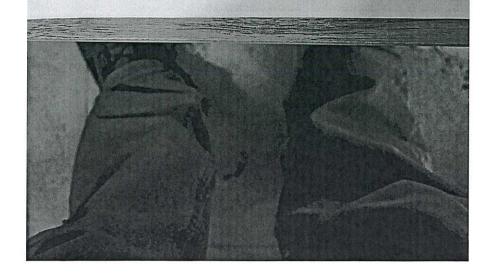




906 N. River Street Hot Springs South Dakota 57747 Phone: 605-891-5819

3.33

Date	Mileage	Gallons	License Plate	Signature
12-19-23		12.8		DP DP
12-19-23		2.8		DP
		16.2	Gals	
		x 3.33		
	Tutal :	16.2 x 3.33 f 53.946		
			1500 A	





Banner Associates, Inc. 219 Founders Park Dr, Ste 1 Rapid City, SD 57701 Tel 605.692.6342 Toll Free 855.323.6342 www.bannerassociates.com

January 4, 2024

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

Re: Letter of Contract - Engineering Services
Oglala Lakota County Roads 6 & 27 Gravel Surfacing
Oglala Lakota County, South Dakota

Dear Mr. Bettelyoun:

Banner Associates, Inc. ("Banner") is pleased to submit this letter of contract for Engineering Services for preparing bidding documents and providing bidding services for the Oglala Lakota County Roads 6 & 27 Gravel Surfacing project.

Engineering Scope of Services:

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



Page 2

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

Submittals:

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

Exclusions:

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

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

Client Obligations:

- Owner supplied data or documents
- Timely review of bidding documents
- Plan holders list (Banner will add additional plan holders at discretion of Highway Superintendent)

Engineering Services Compensation:

We are proposing to complete the above-described Engineering Services for the hourly not to exceed amount including reimbursable expenses of \$6,000 plus applicable taxes. These fees do not include cost for any permits required by agencies for review. Any work that falls outside this scope will be billed separately based on our hourly rates in accordance with the attached fee schedule.

Time Schedule of Work:

It is our understanding the ultimate schedule is to bid the project in 2024 for construction to be completed by October of 2024. Banner's schedule will be influenced by the following:

Timely review by the Owner

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



Page 3

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

lichard Ukut

Richard Uckert, PE Project Manager

Enclosure:

1. Schedule of Labor Rates/General Conditions

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this _____ day of _____

Client: ____
Entity: Oglala Lakota County



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

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.

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

<u>Cost Opinions</u>. 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.

<u>Standard of Care.</u> 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

<u>Payment.</u> 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.

<u>Termination.</u> 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).

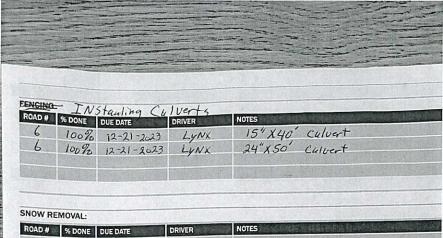
<u>Severability.</u> If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

<u>Hazardous Substances</u>. 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

<u>Interpretation.</u> 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.



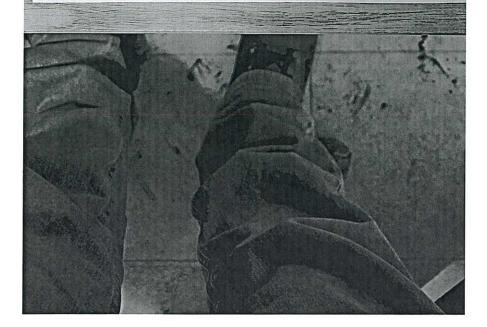
ROAD#	% DONE	DUE DATE	DRIVER	NOTES
li.	100%	1-2-2024	Sam	
17	100%	1-2-2024	Sam	
15	100%	1-2-2024	Kelly	
26	100%	1-2-2024	Kelly	
16	100%	12-27-2023	DorceN	
4	100%	12-28-2023	DorceN	
7	100%	12-25-2023	Doreck	
15L	100%	1-2-2024	Doreen	
13	102%	1-2-2024	Doreck	
Winter	100%	1-2-2024	Doreck	

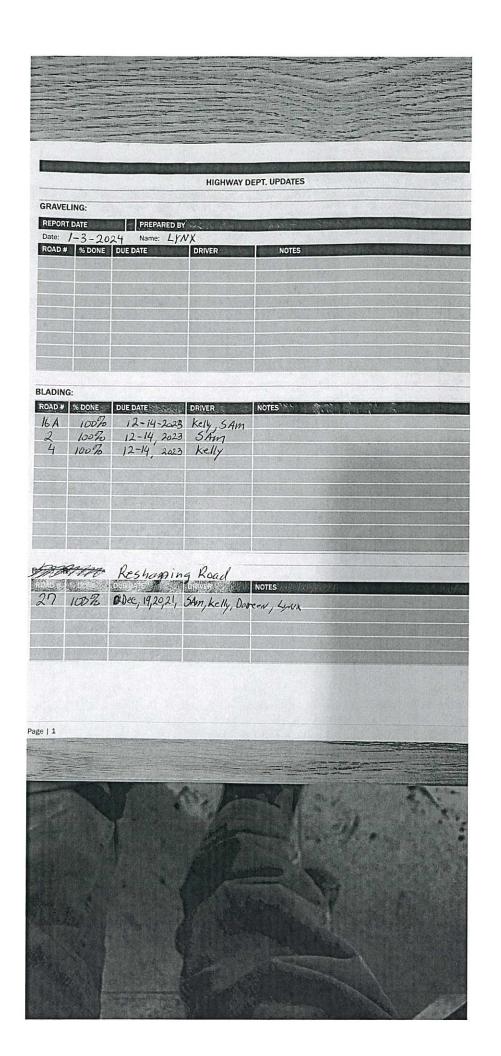
EQUIPMENT REPAIR:

LD04	100%	12-2023	Tire	Replace O-Ring & Cleur dirt out of Rin
BLO5	100%	1-2-2024	Replace Tire	
		60159200	Had to the second	

OTHER/COMMENTS:

Page | 2





Invoice

From:

Prairie Wind Casino
112 Casino Drive
Pine Ridge, SD 57770

To:

Veteran's affairs	
Attention: Jerlene	

Invoice #:	21119
Date:	
P O #:	
Vendor ID #	AP23935

Qty.	Description	Un	it Price	Total
100	roast beef/chicken /MP/gravy 11-11-21	\$	7.00	\$ 700.00
				\$ -
1	service charge			\$ -
		1		\$ -
				\$ -
				\$ =
				\$ 700.00
1	sales tax		4.50%	
				\$ 700.00

Qusan Hamilton

Supervisor

Assistant

Make checks payable to: Prairie Wind Casino Banquet and Catering If you have any questions concerning this invoice, contact Susan Hamilton 867-8931

	Invoice		
From:	Prairie Wind Casino	District	Min
	112 Casino Drive	-Prairie	rvina
	Pine Ridge, SD 57770	CASIND &	
		OGLALA SIOU	X TRIBE
To	: OST Veteran's Affairs	Invoice #:	2218
	Attention: Jerlene	Date:	11/12/202
		P O #:	
		Vendor ID # A	P23935

Qty.	Description	Uni	t Price	Total
100	pot roast/chicken/drinks/desserts	\$	14.00	\$ 1,400.00
				\$ -
				\$:=
				\$
				\$ -
				\$ į.
				\$ -
1	service charge			\$
				\$ -
				\$
				\$ _
				\$ 1,400.00
1	sales tax		4.50%	
				\$ 1,400.00

Gusan Hamilton

Supervisor

Assistant

Make checks payable to: Prairie Wind Casino Banquet and Catering If you have any questions concerning this invoice, contact Susan Hamilton 867-8931

Invoice

From:

Prairie Wind Casino 112 Casino Drive Pine Ridge, SD 57770

OGLALA SIOUX TRIBE

To: OL County Veteran's Office Attention: Jerlene

Invoice #:	23187
Date:	
P O #:	
endor ID#	AP23935

Qty.	Description	Unit Price	Total
100	prime rib/salad/dessert	\$ 20.00	\$ 2,000.00
			\$ •
			\$ -
			\$ 11.
			\$: -
			\$ -
			\$ 7=
			\$ -
			\$ -
			\$
			\$
1	service charge		\$ (*
			\$:=
			\$ -
			\$ -
			\$ 2,000.00
1	sales tax	4.20%	
			\$ 2,000.00

Susan Hamilton

Supervisor

Assistant

Make checks payable to: Prairie Wind Casino Banquet and Catering If you have any questions concerning this invoice, contact Susan Hamilton 867-8931

OGLALA SIOUX TRIBE

Payee THE MONUMENT

Account #

ACCT# 12 686 1

285900

12/18/2023

Vendor ID 5243	Account #:		12/18/2023
Invoice	Description	Am	ount
548997	PURCHASE TICKETS/LNI VETERANS/OST GENERAL FUND		\$375.00
	R _C		
	Total:	\$0.00	\$375.00

Requesting Reinbursement Payment From OL county.

Treasurer's office

Purchase made for OC Vets Service Officer Jerilene, with intent of reinbrusement made from country back to tribe.

Make payable to OST General Fund.

ACCOUNTS PAYABLE	V	OL	ICH	HER
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Authorization Appr Requested by Nar Approved by Nar	BEAU LI Cora Whitehor	TTLE WHITEMAN Title se OST Treasurer Title	Oglala P.O. Bo	ial Accounting Office Sioux Tribe ox 2070 Idge, South Dakota 57	7770	P.O. Information P.O. No Date 12/18/2023	
PAYEE: Name and	Address SEE	BELOW		Program Name and N	nwper GE	ENERAL FUND	
Vendor ID #: SE	E BELO	OW		Voucher Date 12/18/2023	3	Check Number	100
Invoice Date	Invoice Number	De	escription	n	Line	Item Account No.	Amount
Date	Addings.	PURCHASE OF T LNI VETERAN TI			800-66	30-891	
	5243	THE MONUMENT	Г				375.00
		TREASURER'S C	FFICE			>	
						Payee Total	375.00
Receiving Report: I certify that the Art		have been received and	accepted	ASSETANT T	FREASUF	RER 12/18/202 Date	23
Expenditure Approvat: Past Ref. Post Ref. Post Ref.	TI TI	pok Line Item Balance to Date	\$	767.75	J 200	ATTACHME Receiving R PO Suspens Invoice	
I certify that the Book Line E under the lerms and condition	Balance is correct and	this is an allowable cost, act.		Adequate documents are atta	nched and app	Non-applica	ble
Compliance Officer				Grants/Contracts Specialist of	r Compliance	Officer	
Cash Status	PR	Cash in Bank to Date	\$		i certify	that this balance is correct:	
	PR PR	Less This Expense \$ Adjusted Balance \$			Cash Mg	all Home	
		А	pproval for	Payment:			

OGLALA LAKOTA COUNTY VSO

MONTHLY ACTIVITY REPORT DECEMBER 2023
OFFICE VISITS APPOINTMENTSWALK-INS _ PHONE 30 TOTAL
DEATHS TRIBAL MEMBERS NON-TRIBAL MEMBERS
VETERANS ADMINISTRATION
NEW CLAIMS PHONE)
EXISTING CLAIMS 14 (PERSON PHONE 14)
NEW MEDICAL ENROLLMENT
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MEETINGSOTHER
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Sheriff
No Report available
as of 1-14-2024
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Connie Louise Smith

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DETAILS

January 31st, 2024

Holiday Inn Downtown Rapid City, SD 57701

505 North Fifth St. Rapid City, SD

Main Room: Dakota Ball

Room

Break-out Rooms: Dakota Ballroom, Salon BC & Salon GH

Time: 8:00am - 4:00pm

LAKOTA CONSTRUCTION SUMMIT

TOPICS



Strengthening Tribal Sovereignty
Through Building Codes.

- Dwight Luxon Inspector, RST ARPA Construction
- Shirley Ellis Board of Directors,



Sustainable Construction

Heidi Sieverding, M.S. – Associate
Professor of Practice, South Dakota
School of Mines and Technology



Al in Construction

Mark Van Vleck, M.E., P.E. – CEM Program Coordinator, South Dakota School of Mines



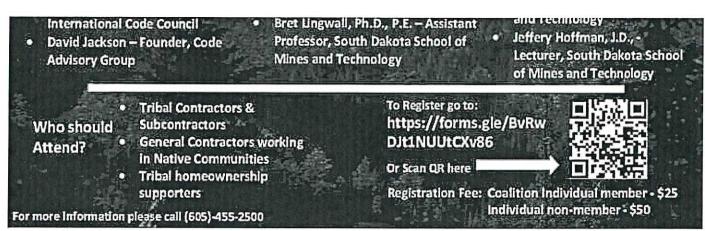
Re: Agenda items

1 message

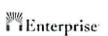
Wendell W Yellow Bull <wicasamaza2@yahoo.com> Wed, Jan 3, 2024 at 11:15 AM Reply-To: Wendell W Yellow Bull <wicasamaza2@yahoo.com> To: agenda@olcounty.org, Jerlene Arredondo <olcv18@gmail.com>, Lynx B <olchwy@hotmail.com>, OL Sheriff Office General <olcso@olcounty.net>, Audrey Hwy Martinez <olchwy@olcounty.net>, Anna Takes The Shield <atakes88@gmail.com>, Art Hopkins <arthurhopkins10@gmail.com>, Allyssa Comer <clyssa96@gmail.com>, Ramon Bear Runner <ramonbr@gwtc.net>

My action items

1. All departments statistical information 2 workshop

























WilsonBuzi TwoLance

1h · 🔇







Sent from Yahoo Mail on Android

On Tue, Jan 2, 2024 at 2:43 PM, Auditor Office <agenda@olcounty.org> wrote:

Good afternoon,

Since the meetings will be the 2nd Monday of the month, I will need any agenda items that you may have by the Wednesday before the meeting. That being said, the first meeting is next Monday. I will need things for the agenda by tomorrow. Thanks!

Bobbie J Janis

Auditor Administrative Assistant

FALL RIVER & OGLALA LAKOTA COUNTIES

906 N River Street

Hot Springs, SD 57747

(605) 745-5130

South Dakota Department of Veterans Affairs



November 9, 2023

Subject: Veterans Service Officer Salary Reimbursement

Dear County Auditor,

With the end of the year rapidly approaching, we would like to bring to your attention the matter of the state reimbursement for salary paid to your county veterans service officer.

SDCL 33A-1-30 and 33A-1-31 establishes a reimbursement program for the Department to provide financial assistance to counties and tribes in paying the salaries of their veterans' service officers.

In order for us to reimburse you, we will need a copy of the payroll ledger or individual earnings record for your veterans service officer covering the period of January 1, 2023, through December 31, 2023. This copy must be CERTIFIED by you, the county auditor, as a true and factual statement of salary payments.

Please email (audry.ricketts@state.sd.us) or mail the requested document(s) to: Audry Ricketts, South Dakota Department of Veterans Affairs, 425 E. Capitol Avenue, Pierre, SD 57501.

The new salary schedule and reimbursement, effective July 1, 2023, are as follows.

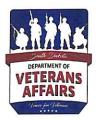
County Population	Minimum Salary Required	Reimbursement		
50,000 and over	\$20,625.00	\$5,156.25		
20,000 - 50,000	\$19,250.00	\$4,812.50		
10,000 - 20,000	\$16,500.00	\$4,125.00		
5,000 – 10,000	\$12,375.00	\$3,093.75		
Up to 5,000	\$8,250.00	\$2,062.50		

If you have any questions, please feel free to contact me at 605-773-8242.

Sincerely,

Audry Ricketts, Public Information Officer South Dakota Department of Veterans Affairs

South Dakota Department of Veterans Affairs



November 9, 2023

Dear Commissioners,

This letter is written to remind you that the current appointment of your county veterans service officer is about to expire.

It is not our intent to direct you in your decision, but rather to inform you that in accordance with South Dakota Codified Law (SDCL) 33A-1-22, re-appointment will need to be for a period of four years, through the first Monday in January, 2028.

Please take action on this matter at your earliest convenience and send a <u>certified copy of that portion</u> <u>of the official minutes</u> pertaining to your decision to Audry Ricketts, SDDVA, 425 E. Capitol Avenue, Pierre, SD 57501.

If you have any questions, please feel free to contact Audry at (605-773-8242).

Sincerely,

Aaron Pollard, Deputy Secretary

South Dakota Department of Veterans Affairs

cc: VSO





Fw: Letter of Intent

1 message

Ganje, Sue <Sue.Ganje@state.sd.us>
To: Auditor Office <agenda@olcounty.org>

Tue, Dec 26, 2023 at 8:28 AM

Please make copies for the OL meeting

Sue Ganje

County Auditor

Fall River/Oglala Lakota County

605-745-5130

From: Oglala Lakota Sheriff Office <olcso@olcounty.net>

Sent: Sunday, December 24, 2023 9:28 AM To: Ganje, Sue <Sue.Ganje@state.sd.us>

Subject: [EXT] Letter of Intent

Hello Commission,

My name is Derek Puckett and I am interested in the position of Sheriff for the year 2024.

I have 13 years law enforcement experience. I graduated South Dakota State Police Academy in April 2010. I then attended the Federal Law Enforcement Training Center where I attended the bridge course for my Indian police academy certification. During the course of my law enforcement I attended multiple trainings and workshops to help further my career.

In 2012 I got the police K9 program back up and running within OST DPS. I attended several police K9 trainings in my career as I had 3 police k9s. I've attended Vohne Liche Kennels in Indiana, Iron Heart Kennel in Kansas and South Dakota Highway Patrol Police Service dog training program in Rapid City.

In 2016 I was sworn in and deputized with the Federal Bureau of Investigation's Badlands Safety Trails Task Force where I stayed until I left public safety in October of 2022.

In 2019, I had the opportunity to attend the Federal Law Enforcement Training Center in Brunswick Georgia for the Department of Interiors Basic Criminal Investigation training course.

In February of 2020 I was promoted from K9 officer to a criminal investigator within OST DPS. My main priority at that time was drug investigations but would help with general crimes when needed.

During my time as an investigator I worked and networked with various different agencies outside of the reservation. I've worked with Rapid City PD, South Dakota Division of Criminal Investigation, Pennington County, South Dakota Highway Patrol, Nebraska State Patrol, Sheridan County Sheriff's Office, as well as other federal investigation units such as Homeland Security, Drug Enforcement Agency, Alcohol Tobacco and Firearms and Bureau of Indian Affairs Law Enforcement Services, Division of Drug Enforcement and MMIU.

I believe that I would be a good candidate based on my background and relationship to other law enforcement entities.

Thank you for your time.



Fw: Deputy Sheriff Position

1 message

Ganje, Sue <Sue.Ganje@state.sd.us>
To: Auditor Office <agenda@olcounty.org>

Wed, Dec 27, 2023 at 5:32 PM

Bobbie, please print

Sue Ganje

County Auditor

Fall River/Oglala Lakota County

605-745-5130

From: khalilfamily6@icloud.com <khalilfamily6@icloud.com>

Sent: Wednesday, December 27, 2023 4:23 PM
To: Ganje, Sue <Sue.Ganje@state.sd.us>
Subject: Re: [EXT] Deputy Sheriff Position

Thank you once again. Hoping this is all formatted acceptable for you to be able to deal with it! Have a great evening, and let me know if there is anything else needed.

On Dec 27, 2023, at 3:30 PM, Ganje, Sue <Sue.Ganje@state.sd.us> wrote:

also, do you have a phone # in case they have questions of you tomorrow?

Sue Ganje County Auditor Fall River/Oglala Lakota County 605-745-5130

From: khalilfamily6@icloud.com < khalilfamily6@icloud.com >

Sent: Wednesday, December 27, 2023 11:43 AM
To: Ganje, Sue <Sue.Ganje@state.sd.us>
Subject: Re: [EXT] Deputy Sheriff Position

Thank you so much for your reply. Actually (maybe unfortunately!) sent it through USPS to the address in the job announcement, 906 N River in Hot Springs. It was due to arrive about the 10th of December. If lost or misplaced, I can make a new one, and attach all the needed documents. Ma'am, you just let me know! Thank you

Hello, did you send the application for sheriff to this email? If so I will query your name, just let me know ok?

Thanks,

Sue Ganje County Auditor Fall River/Oglala Lakota County 605-745-5130

From: khalilfamily6@icloud.com <khalilfamily6@icloud.com>

Sent: Wednesday, December 27, 2023 11:28 AM To: Ganje, Sue <Sue.Ganje@state.sd.us>
Subject: [EXT] Deputy Sheriff Position

Hope this message finds you well. Some weeks ago I sent an application for Deputy Sheriff, Oglala Lakota County. I understand the Sheriff spot is vacant, and was writing to follow up on the possibility of employment. Ma'am, did you have any interest in the Sheriff position? I am a veteran, and very interested in working for the county, and it's people to make life better for us all. I do not have the basic certification, but I also understand under South Dakota Law I have 1 year to become certified. I would also commit to becoming a resident of the county in due time, with an interim housing location I have just south of Hot Springs. Thank you for your time, and Happy New Year!

Omar Khalil 8312240022

6 attachments

- APPLICATION FOR EMPLOYMENT.pdf
- Cover Letter.pdf
- Resume.pdf
- Transcript.pdf 453K
- DD214.pdf 341K
- Birth Certificate.pdf 413K

APPLICATION FOR EMPLOYMENT

OGLALA LAKOTA COUNTY

Oglala Lakota County considers applications for all positions without regard to race, color, religion, creed, sex, national origin, disability, sexual orientation, citizenship status or any other legally protected status.

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Do not answer the following question unless you have been informed of the requirements of the position for which you are applying:

Can you perform the essential functions of the job for which you are applying, either with or without reasonable accommodations?

Yes

No

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Oglala Lakota County,

It is with great enthusiasm, that I humbly submit my application for Sheriff. Understanding that there are massive gaps in my work life, I ask for you, dear reader to see past that fact. I have been the sole provider often times for four children while my wife, the children's mother, was involved in extremely important, and progressively responsible work in the USAF. Being a stay at home father can be difficult in very unexpected ways. When you place your whole meaning, and purpose in their provision; you have to demand accountability from yourself with no-one there to critique, or even guide you. Living a life of honesty, and the idea of putting 100 percent in anything I do; no matter how seemingly mundane. Responsibility, and trust is exactly that in which I am looking for. I have the health, habits, and most importantly the capability to learn from those who have gone before me. If given a chance, I will not fail, and will never falter. The citizens of Oglala Lakota County expect, and deserve no less from those entrusted to protect, and provide justice to those unable to do so themselves. Having access to a family property just south of Hot Springs in which to reside, moving into the county will be accomplished as soon as possible if given this opportunity.

Sincerely and Humbly,

Omar Khalil

Omar Khalil

7411 South Fitzgerald Street Tampa Florida 33616 khalilfamily6@icloud.com 8312240022

Personal Summary

Motivated, ambitious, and life experienced man ready to make Oglala Lakota County home. Having led a life of integrity, cleanliness, and impeccable honor in my personal and family life, I am ready to now take that into a professional career. Proven understanding of the complex world we live in. Proof is in 4 extremely well adjusted homeschooled children, and a 17-year marriage to an Active-Duty USAF spouse in a very demanding position.

Education

Community College of USAF 61 semester credits
Air Traffic Control Tower
13,000 Nautical mile via sails visiting every continent except Antarctica
Divemaster
Certified Personal Trainer/Nutrition expert
Respect for all people, from all walks of life

Professional Experience

Stay at home father for over a decade to Active duty spouse in extremely demanding position

June 2006-September 2008

USAF Combat Control (CCT) Honorable Discharge

Went through the hardest (arguably), and longest (inarguably) "pipeline" for SOF forces in the US military. School after school for 26 months where failure was only one mistake away at all times. Pre- SCUBA, Static/HALO parachutist, Combat Dive, advanced SERE, JTAC, ATC, CCT school, Indoctrination, Advanced skills, and multiple civilian shooting schools (Blackwater) were included. After this entire program and graduation, I was found to not be qualified due to a temporary health issue, and was offered early release with the offer to come back. DD-214 clearly states "member HAS completed first full term of service."

September 2002 - January 2006 part time Morningstar Farms, Saint Cloud Minnesota

My father owned the only Islamic sheep, and Goat farm in Minnesota. The farm was USDA compliant, and it was also a certified facility for slaughter. General farm work of every, and all type was done. 100 percent grass fed, and organic; standards were very high.

OMAR KHALIL 1577 REDWOOD DR UNIT B GFAFB, ND 58204-1881

STUDENT NAME: KHALIL, OMAR H

STUDENT ID:XXXXX7425 DOB:24-Mar-XXXX SEX:M

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SVR1803 MAP AND COMPASS

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CREDIT AWARDED 27-Jul-2006

KEESLER AFB 31-Jan-2007 13.00 S 3.00 S

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LACKLAND AFB 21-Jun-2007 14.00 S 1.00 2.00 S 3.00 S 2.00 S

ALL VALID ENTRIES ARE IN THIS TYPE FONT: ABCDEFGHIJKLMNOPQRSTUVWXYZ 0123456789

PAGE 1 OF 1

248/CREDINC/ISSUED AS OFFICIAL - ANNOTATE IF GIVEN TO STUDENT

DAVID J. TURNER, GS-12, DAF REGISTRAR, ENROLLMENT MANAGEMENT

FICE: 012308

01-May-2019 DATE OF ISSUE

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STATE OF WASHINGTON DEPARTMENT OF HEALTH





CERTIFICATE OF LIVE BIRTH

STATE FILE NUMBER.

146-1984-013022

DATE ISSUED:

FEBRUARY 04, 2021

FIRST AND MIDDLE NAME(S):

OMAR HUSAM

LAST NAME(S):

KHALIL

DATE AND TIME OF BIRTH:

MARCH 24, 1984 03:01 PM

PLACE OF BIRTH (CITY, COUNTY, STATE):

SPOKANE COUNTY, WASHINGTON

FACILITY:

AT HOME

SEX:

MALE

MOTHER'S NAME PRIOR TO FIRST MARRIAGE:

SANDRA E. WEAVER

MOTHER'S PLACE OF BIRTH:

OHIO

MOTHER'S AGE

26 YEARS

FATHER'S NAME:

HUSAM A. KHALIL

FATHER'S PLACE OF BIRTH:

JORDAN

FATHER'S AGE:

23 YEARS

DATE FILED:

MARCH 30, 1984

FEE NUMBER

120249834

Office space approval
will go out later
today 1-5-2024



Fw: Supportive Services MOA DRAFT ATTACHED

1 message

Ganje, Sue <Sue.Ganje@state.sd.us>
To: Auditor Office <agenda@olcounty.org>

Fri, Jan 5, 2024 at 11:52 AM

Sue Ganje

County Auditor

Fall River/Oglala Lakota County

605-745-5130

From: ramonbr@gwtc.net <ramonbr@gwtc.net>

Sent: Wednesday, January 3, 2024 1:13 PM To: Ganje, Sue <Sue.Ganje@state.sd.us>

Subject: Fwd: [EXT] Supportive Services MOA DRAFT ATTACHED

Sue,

This is the proposed MOA for the services to be provided by BMS and the BeauxSimone who will actually implement the Supportive Housing Services as described by HUD for the benefit of the Oglala Lakota Housing Authority's issues with homelessness, unemployment and housing shortages.

Ramon Bear Runner

----- Original Message -----

Subject: Supportive Services MOA DRAFT ATTACHED

Date: 2024-01-03 09:50

From: Mike Novotny < MNovotny@bigfirelaw.com>

To:Ramon Bear Runner <ramon.br@oslh.org>, "ramonbr@gwtc.net" <ramonbr@gwtc.net> **Cc:**Noah Holder <noah.holder@oslh.org>, Samantha Holland <sholland@bigfirelaw.com>

Good morning Ramon,

On Thursday you requested we draft an MOA between BeauxSimone Consulting, BMS, and OLHA, so OLHA can receive the \$100,000 grant from SD for BeauxSimone supportive health consulting services. This draft is short and simple and simply recites obligations and allowable supportive health activities under HUD regulations.

If you or the other Parties would like more detail in any section, please let me know.

Sincerely,

Mike

Michael J. Novotny | Partner

Phone: 531.466.8725 | Fax: 402.934.7106

1905 Harney Street, Suite 300, Omaha, NE 68102

mnovotny@bigfirelaw.com | www.bigfirelaw.com



Confidentiality Notice: The information contained in this e-mail transmission (including any accompanying attachment (s) is intended solely for its authorized recipient (s) and may be confidential and /or legally privileged. If you are not an intended recipient, or responsible for delivering some or all of this transmission to an intended recipient, you have received this transmission in error and are hereby notified that you are strictly prohibited from reading, copying, printing, distributing, or disclosing any of the information contained in it. In that event, please contact us immediately by telephone at 531.466.8725 or by email at mnovotny@bigfirelaw.com and delete the original and all copies of this transmission including any attachments without reading or saving in any manner. If you are a client of our firm, this confirms that communication to you by e-mail is an acceptable way to transmit attorney-client information. Thank you.

Federal Tax Advice Disclaimer: We are required by U.S. Treasury Regulations to inform you that, to the extent this message includes any federal tax advice, this message is not intended or written by the sender to be used, and cannot be used, for the purpose of avoiding federal tax penalties.



2024-01-03 Supportive Services MOA .3.docx 37K

MEMORANDUM OF AGREEMENT BETWEEN BEAUXSIMONE CONSULTING LLC, BEHAVIOR MANAGEMENT SYSTEMS, INC., AND OGLALA LAKOTA HOUSING AUTHORITY

This Memorandum of Agreement ("MOA" or "Agreement") is made this ___ day of January 2024, by and between BeauxSimone Consulting LLC ("BSC"), Behavior Management Systems, Inc. ("BMS"), and the Oglala Lakota Housing Authority ("OLHA") (collectively, the "Parties").

Section 01. Purpose.

This Agreement is entered into for the purpose of administering necessary health and empowerment services on the Pine Ridge Indian Reservation, including Supportive Services to obtain and maintain safe and sanitary housing.

The Parties agree to work cooperatively to support access to health and human services on the Pine Ridge Indian Reservation.

Section 02. Definitions.

The following terms, wherever used or referred to in this Agreement, shall have the following respective meanings, unless a different meaning clearly appears from the context of the MOA:

- A. "BeauxSimone Consulting" means the limited liability company in good standing registered in Colorado with the identification number 20191325336.
- B. "Behavior Management Systems" means the domestic nonprofit corporation in good standing registered in South Dakota with the business identification number NS00280.
- C. "Oglala Lakota Housing Authority" (formerly Oglala Sioux Lakota Housing) means the Oglala Lakota Housing Authority, a tribally designated housing entity of the Oglala Sioux Tribe, adopted by ordinance in 1960 by the Oglala Sioux Tribal Council and amended by Ordinance Nos. 98-07, 07-43, and 20-63.
- D. "Oglala Sioux Tribe" means the Oglala Sioux Tribe of the Pine Ridge Indian Reservation, a federally recognized Indian Tribe.
- E. "Supportive Services" means the Continuum of Care Interim Rule list of eligible supportive services as defined by 24 CFR § 578.53.

Section 03. Recitals.

- WHEREAS, Critical services to reduce the disparity in mental and physical health issues, education, and employment, and access to culturally appropriate and community-engaged mental health services are essential to obtain and maintain safe and sanitary housing; and
- WHEREAS, Transportation to access health programs and services is necessary for individuals to participate in such critical services; and
- WHEREAS, The expansion of health and social services can only benefit residents of the Pine Ridge Indian Reservation; and
- WHEREAS, The Parties have the opportunity to provide such critical services to the Pine Ridge Indian Reservation; and
- WHEREAS, BSC, BMS, and OLHA are public entities duly authorized to enter into agreements with and among each other for the purpose of providing Supportive Services for the Pine Ridge Indian Reservation; and
- WHEREAS, OLHA is a tribally designated housing entity of the Oglala Sioux Tribe created to address the shortage of decent, safe, and sanitary housing rental accommodations available to Oglala Sioux Tribal members of low and moderate income at affordable rates; and
- WHEREAS, BSC is a limited liability company in good standing with the State of Colorado created to assist organizations in minimizing homelessness and address the lack of affordable housing; and
- WHEREAS, BMS is a domestic nonprofit corporation in good standing with the State of South Dakota created to provide all-inclusive counseling services and treatment programs; and

NOW, THEREFORE, the Parties hereby agree to as follows:

Section 04. General Provisions.

- 1. Nothing contained in this Agreement shall be construed as a waiver, in whole or in part, of the sovereign immunity of the Oglala Sioux Tribe and OLHA. It is further understood that no waiver of claims of rights, authority, jurisdiction, or other beneficial interest is intended by this Agreement.
- 2. Nothing in this Agreement shall be construed to negate, modify, or affect in any way the provisions of any other agreement between the Parties.
- 3. Nothing in this Agreement shall be construed to mean that any of the Parties hereto have, by executing this Agreement, waived any immunities or subjected themselves to any liabilities to which they would not be otherwise subjected by law. All liability laws, rules,

- and regulations utilized by the Oglala Sioux Tribe and OLHA, shall apply to the personnel affected by this Agreement.
- 4. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture, or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. None of the Parties shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of any of the other Parties, including, but without limitation, all other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 5. This Agreement shall become effective on the date the last signature of the appropriate authorities is affixed below. This Agreement may be executed in counterparts.
- 6. All notices and communications required or permitted under this Agreement shall be in writing and shall either be delivered in person or sent by certified mail, return receipt requested, to the intended recipient at the addresses set forth below (or such other address as a Party may hereafter specify in writing):

BEAUXSIMONE CONSULTING LLC	BEHAVIOR MANAGEMENT SYSTEMS, INC.	OGLALA LAKOTA HOUSING AUTHORITY
BeauxSimone Consulting	Behavior Management	Oglala Lakota Housing
Attn: Katie Symons	Systems	Authority
P.O. Box 200112	Attn: Amy Iversen	Chief Executive Officer
Denver, Colorado 80220	350 Elk Street	4 SuAnne Center Drive
Telephone:	Rapid City, SD 57701	Pine Ridge, SD 57770
	Telephone: (605) 343-7262	Telephone: (605) 867-5161

- 7. This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.
- 8. It is mutually agreed that this Agreement constitutes the full and integrated agreement between the Parties and that no representations, warranties, covenants, or agreements, whether expressed or implied, have been made, other than expressly set forth herein. This Agreement may be modified in writing and signed by the Parties. No oral modification shall be effective.
- 9. It is mutually agreed that the choice of law and choice of venue governing this Agreement are Oglala Sioux Tribe laws and courts.

Section 05. BeauxSimone Consulting Obligations.

1. BSC warrants its Business Identification Number is 20191325336 and it is in good standing with the Colorado Secretary of State Office.

- 2. BSC agrees to remain in good standing as a limited liability company with the State of Colorado, including filing its annual report with the Secretary of State and complying with all other obligations to remain a limited liability company in good standing.
- 3. BSC agrees to provide Supportive Services as defined in 24 CFR § 578.53 for the Pine Ridge Indian Reservation, including moving costs, case management, childcare, educational services, employment assistance, job training, food, life skills training, housing search and counseling services, mental health services, among others.

Section 06. Behavior Management Systems and OLHA Obligations.

- 1. BMS warrants its Business Identification Number is NS00280 and it is in good standing with the South Dakota Secretary of State Office.
- BMS agrees to remain in good standing as a domestic nonprofit corporation with the State of South Dakota, including filing its annual report with the Secretary of State and complying with all other obligations to remain a domestic nonprofit corporation in good standing.
- 3. BMS agrees to assist BSC and OLHA with the administration of the Supportive Services outlined in 24 CFR § 578.53 for the Pine Ridge Indian Reservation.
- 4. OLHA warrants it is the tribally designated housing entity of the Oglala Sioux Tribe, whose mission is to provide safe, decent, and sanitary housing for tribal members on the Pine Ridge Indian Reservation.
- 5. OLHA agrees to assist BSC and BMS with the administration of the Supportive Services outlined in 24 CFR § 578.53 for the Pine Ridge Indian Reservation.

Section 07. Severability.

This Agreement is intended to comply with all provisions of applicable South Dakota state laws, federal laws, and Oglala Sioux Tribe laws. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, that provision shall be stricken, and the remainder of this Agreement shall remain in full force and effect.

Section 08. Termination.

This Agreement shall be perpetual and exclusive and therefore is not subject to termination by either Party.

Section 09. Amendment.

No amendment, modification, or other alteration of this Agreement shall be valid or binding upon the Parties unless it is made in writing and signed by all Parties.

IN WITNESS WHEREOF, the Parties hereby agree to the terms and conditions set forth in this Agreement as demonstrated by their signatures below. The Parties to this MOA through their duly authorized representatives have executed this MOA on the date(s) indicated below. Their signatures certify that they have read, understood, and agreed to the terms and conditions of this MOA as set forth herein.

	BEAUXSIMONE CONSULTING LLO
Date	Katie Symons, Chief Financial Officer BeauxSimone Consulting LLC
	APPROVED AS TO FORM:
Date	
	BEHAVIOR MANAGEMENT SYSTEMS, INC.
Date	Amy Iversen, Chief Executive Officer Behavior Management Systems, Inc.
	APPROVED AS TO FORM:
Date	
	OGLALA LAKOTA HOUSING AUTHORITY
Date	Ramon Bear Runner, Chief Executive Officer
	Oglala Lakota Housing Authority APPROVED AS TO FORM:
Date	Michael Novotny, OLHA Attorney



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.

Teresa Pullen, Treasurer Fall River and Oglala Lakota Counties Bennett County Coop Site #86.050 Page 2 of 2

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,

Terry Florentz, P.E.

Inspection, Compliance, and Remediation Program

(605) 773-3296



DEPARTMENT of AGRICULTURE and NATURAL RESOURCES

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

November 30, 2023

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Teresa Pullen, Treasurer Fall River and Oglala Lakota Counties Bennett County Coop Site #86.050 Page 2 of 2

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Sincerely,

Terry Florentz, P.E.

Inspection, Compliance, and Remediation Program

(605) 773-3296





Re: Fwd: Agenda items

1 message

Wendell W Yellow Bull <wicasamaza2@yahoo.com> Reply-To: Wendell W Yellow Bull <wicasamaza2@yahoo.com> To: agenda@olcounty.org, Sue Ganje <Sue.Ganje@state.sd.us> Thu, Jan 4, 2024 at 5:23 AM

Just put it on the agenda for discussion..to go over what will be need..

Sent from Yahoo Mail on Android

On Wed, Jan 3, 2024 at 2:48 PM, Auditor Office <agenda@olcounty.org> wrote:

We may need to wait until February for statistical info, if that is ok. Have you reached out to the department heads to request this information? If not, do you want to send me an email requesting those items that I can forward out to them? I don't know if everyone would have time to compile everything by Monday.

I will put the travel for the summit on the agenda and you can let me know if it's ok to move the other to February, please?

Bobbie J Janis

Auditor Administrative Assistant

FALL RIVER & OGLALA LAKOTA COUNTIES

906 N River Street

Hot Springs, SD 57747

(605) 745-5130

----- Forwarded message ------

From: Wendell W Yellow Bull <wicasamaza2@yahoo.com>

Date: Wed, Jan 3, 2024 at 1:25 PM

Subject: Re: Agenda items

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

Service provide to county residents.

Oglala Lakota County Treasures

- 1. Issues x amount vehicle plates
- 2. There where x amount new vehicle registration

Oglala Lakota equalization Agriculture land Residential The registration of deeds

Requested

- 1. X amount of birth certificate
- 2.x amount death certificate

This type of information..

Wendell..

Sent from Yahoo Mail on Android

On Wed, Jan 3, 2024 at 11:34 AM, Auditor Office <agenda@olcounty.org> wrote:

What exactly do you want the agenda to say?

Are you requesting all department's budgets? number of employees? What statistical info?

What workshop are you referring to? Are you requesting travel and/or registration fee?

Bobbie J Janis

Auditor Administrative Assistant

FALL RIVER & OGLALA LAKOTA COUNTIES

906 N River Street

Hot Springs, SD 57747

(605) 745-5130

On Wed, Jan 3, 2024 at 11:15 AM Wendell W Yellow Bull <wicasamaza2@yahoo.com> wrote: | My action items

1. All departments statistical information 2 workshop